



# RESOLUTION No. 20-285

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE COUNTY OF NEVADA AND THE UNITED STATES FOREST SERVICE REGARDING THE EVALUATION OF THE BENEFITS AND FEASIBILITY OF A SHARED USE FACILITY AND AUTHORIZING THE CHIEF INFORMATION OFFICER TO EXECUTE THE MOU (FACILITIES MANAGEMENT)

WHEREAS, Nevada County and the United States Forest Service (USFS) desire to explore and evaluate the benefits and opportunities associated with the construction of a facility on County-owned property for the co-location of a new USFS Supervisors Office headquarters and other shared uses available to the County and Community; and

WHEREAS, the proposed shared uses of the facility would include, but not necessarily be limited to, community and partner meeting/conference space; collaboration site for vegetative fuel management efforts; CalFire and Nevada County Consolidated Fire Department integration; and visitor information services and

WHEREAS, the purpose of this MOU is to establish a framework for cooperation and common understandings to further these objectives.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Memorandum of Understanding between the County of Nevada and the United States Forest Service pertaining to the evaluation of the benefits and opportunities associated with the construction of a facility on County-owned property for the co-location of a new USFS Supervisors Office headquarters and other shared uses available to the County and Community is hereby approved in substantially the form attached hereto, commencing on the effective date of the MOU and to remain in effect for a period of two years, and that the Chief Information Officer is hereby authorized to execute the MOU on behalf of the County of Nevada.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of June, 2020, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

  
Heidi Hall, Chair

6/23/2020 cc: Facilities\*  
AC\*

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF  
NEVADA AND THE UNITED STATES FOREST SERVICE PERTAINING  
TO A PROPOSED DEVELOPMENT**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU,” is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2020 (“Effective Date”) by and between The County of Nevada, hereinafter referred to as “County,” and the United States Forest Service, hereinafter referred to as “USFS,” collectively referred to as the “Parties.”

**I. PURPOSE**

The Parties desire to enter into a non-binding MOU to provide a framework for cooperation and common understandings in furtherance of the Parties’ mutual interests in exploring and evaluating the mutual benefits and potential next steps related to the design, development, construction, and shared use of a building facility on property owned by the County, including the co-location of a new USFS Nevada City Supervisors Office (“Supervisors Office”) under a long-term ground lease agreement. In addition to the co-location of the USFS Supervisors Office, other contemplated shared uses of the building facility include, but would not necessarily be limited to, community and partner meeting/conference space; collaboration site for vegetative fuel management efforts; CalFire and Nevada County Consolidated Fire Department integration; and visitor information services (collectively, the “Project”).

**II. TERM**

The term of this MOU shall commence as of the Effective Date stated above and shall continue for two (2) years, unless terminated sooner according to the Termination clause herein, or the term is extended by mutual agreement of the Parties.

**III. RESPONSIBILITIES**

A. COUNTY and USFS mutually agree that they will:

1. Work cooperatively to explore and evaluate the benefits and opportunities associated with the construction of a facility on County-owned property for the co-location of a new USFS Supervisors Office headquarters and other shared uses available to the County and community.
2. Work cooperatively to evaluate potential Project development sites on property owned by County.
3. Work cooperatively to identify potential building designs mutually agreeable to the Parties.
4. Work cooperatively to further clarify the potential collaborative uses associated with the proposed Project.
5. Work cooperatively to discuss the proposed terms of an exclusive option to USFS to ground lease County-owned property should the Parties decide to move forward with

- the proposed Project.
6. Work cooperatively to identify respective responsibilities related to site location, determination of financial responsibility for pre-development costs and activities, including preliminary site testing, permits and entitlements, environmental review requirements, construction design, construction and construction costs.
  7. Work cooperatively in the overseeing of any preparation of architect's and engineers' plans and specifications, and ensuring the compatibility with adjacent developments and design and development standards of the County departments.
  8. Jointly attend meetings with planning/building department officials, community members, as well as attend other public meetings and processes, as may be required, in furtherance of determining whether to pursue the proposed Project.
  9. Work cooperatively to determine responsibilities, including costs associated with coordinating, applying for, and securing all required land use approvals, permits, and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) reports required should the Parties agree to move forward with the proposed Project, as well as any environmental impact reports and/or studies, appraisals, design services and any other reports or documents required for inclusion in the proposal and/or required under the County Code and Planning Departments.
  10. Work cooperatively to jointly prepare and present Project-related information to the Board of Supervisors, Planning Commission, and/or other entities, as deemed appropriate.
  11. Work cooperatively in the development of a public outreach plan related to addressing any community and neighborhood concerns regarding the proposed Project. The Parties will work collaboratively to draft talking points, coordinate media messaging and develop materials to disseminate to the public, which shall be mutually agreed upon in advance.

#### **IV. TERMINATION**

Either Party may terminate this MOU for any reason, or without cause, by giving sixty (60) days notice to the other, which shall be served in conformity with the notice provisions contained in this MOU. The Parties desire to maintain effective working relationships and agree to meet in good faith to first attempt to resolve any disputes or other issues that may result in either party terminating this MOU early.

#### **V. AMENDMENTS**

Any changes to this MOU must be mutually agreed upon by the Parties and shall only become effective when in writing and fully executed by duly authorized officials of the Parties hereto.

#### **VI. PARTIES AS INDEPENDENT**

In agreeing the understandings set forth herein, each Party acknowledges that it shall act in an

independent capacity, and not as employees, agents, or officials of the other. Each Party agrees that neither its agents nor employees have any rights, entitlement or claim against the other for any type of employment benefits or workers' compensation. Each Party shall hold the other harmless and indemnify against any such claim by its employees, agents, or officials thereof.

**VII. INDEMNIFICATION**

Each Party to this MOU will indemnify, defend, and hold harmless the other Party and its officers, officials, employees, agents, and volunteers from and against any and all liabilities, claims, demands, damages, losses and expenses (including without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of the indemnifying Party, its officers, agents, employees, or volunteers, related to their respective activities in furtherance of this MOU.

**VIII. NOTICES**

All notices to be provided under this MOU shall be in writing and serviced by first-class mail and shall be deemed received by the Parties below on the fifth (5th) day following the date of mailing, or the earlier date of personal service, as the case may be.

Information and General Services  
Attn. IGS Director  
950 Maidu Ave., Suite 130  
Nevada City, CA 95959

U.S. Forest Service – Tahoe National Forest  
Attn. Eli Ilano, Forest Supervisor  
631 Coyote St.  
Nevada City, CA 95959

**IX. AUTHORIZED SIGNATURE**

The Parties to this MOU represent that the undersigned individuals executing this MOU are fully authorized to execute and deliver this MOU on behalf of their respective Party.

**X. ENTIRE UNDERSTANDING**

This MOU represents the entire understanding of the Parties, and no representations have been made or relied upon except as set forth herein.

\_\_\_\_\_  
Stephen Monaghan, Chief Information Officer  
County of Nevada

\_\_\_\_\_  
Eli Ilano, Forest Supervisor]  
United States Forest Service

\_\_\_\_\_  
Dated:

\_\_\_\_\_  
Dated: