

MEMORANDUM OF UNDERSTANDING BETWEEN COUNTY OF NEVADA AND THE CITY OF NEVADA CITY

This Memorandum of Understanding (“Memorandum”), dated as of March 25, 2025, is by and between the County of Nevada, hereinafter referred to as “County”, and the City of Nevada City, hereinafter referred to as “City”.

RECITALS

WHEREAS, the Miners Foundry Cultural Center, located in Nevada City, California, is a historic and cultural landmark of great significance, having played a pivotal role in the region’s development since its establishment in 1856; and

WHEREAS, the Miners Foundry has transitioned from its industrial roots into a vital cultural and community space, hosting artistic, entertainment, educational, and civic events and activities that contribute to the enrichment of Nevada County residents and visitors; and

WHEREAS, the preservation and continued operation of the Miners Foundry as a public space is essential to maintaining the historical and cultural fabric of the City of Nevada City and Nevada County; and

WHEREAS, the Miners Foundry is a Nevada County Historical Landmark, a California Point of Interest, a California Historical Landmark, and protected as a contributing building to the City of Nevada City Historical District and the District’s listing on the National Register of Historic Places; and

WHEREAS, a trust in the name of the “Nevada County Cultural Preservation Trust,” (“Trust”) was created on June 22, 1989, and amended on February 14, 1990, and further amended on June 16, 1993; and

WHEREAS, the County and the City are named beneficiaries under the terms of the Trust; and

WHEREAS, pursuant to the terms of the Trust, Trustees shall hold, manage, and maintain real and personal property conveyed to the Trust for the uses and purposes, and for the benefit of the named beneficiaries; and

WHEREAS, it is not in the public interest, nor does it provide a public benefit, for the County to receive any property, real or personal, under the terms of the Trust; and

WHEREAS, the County Board of Supervisors, by this Memorandum, supports the City’s efforts to ensure the Miners Foundry will continue to exist and provide public value by acquiring the Miners Foundry, its assets and liabilities; maintaining the existing schedule of events at the location; and expanding public offerings at the location, as the Trust proceeds through the legal process of dissolution.

AGREEMENT

NOW, THEREFORE, the parties agree as follows:

1. The County supports the City's efforts with the understanding that the City will:
 - a. Expeditiously acquire the facility, its assets and liabilities.
 - b. Support the Trust through the legal process of dissolution.
 - c. Continue the operations of the facility, including its existing bookings.
 - d. Expand public value and use of the facility through community-informed public programming.
 - e. Honor the history of the facility and the work of the Trustees by applying for the listing of the facility on the National Register of Historic Places.
 - f. Pursue the installation of a facility-wide air conditioning and heating system capable of ensuring the year-round operation of the facility.
 - g. Bring the building into best practices for facility hardening from wildfire aligned with the City's defensible space and vegetation management ordinance.
 - h. Partner with the County for public value activities beneficial to our shared community, including advancing the use of the facility as a smoke shelter and a power and internet outage safe harbor for the public.
 - i. Work with the Nevada County Landmarks Commission to integrate current and future historical recognition and protections for the facility.
2. This Memorandum may only be revised and modified by written agreement of all the parties.
3. This Memorandum shall commence on the date executed by the County and the City.
4. This Memorandum contains all the terms and conditions agreed upon by the parties.
5. This Memorandum may be executed in counterparts. The execution of a signature page of this Memorandum shall constitute the execution of the Memorandum, which shall be binding on each party upon that party's signing of such a counterpart.
6. **NOTICES:** All notices, requests, demands, or other communications under this Memorandum shall be in writing as follows:

To COUNTY: County of Nevada
Executive Office
950 Maidu Avenue
Nevada City, CA 95959
ATTN: Alison Lehman, CEO

To City of Nevada City City of Nevada City
City Manager
317 Broad St.
Nevada City, CA 95959
ATTN: Sean Grayson

IN WITNESS WHEREOF, County and City, by their duly authorized representatives,
have executed this Memorandum on the day and year first written above.

COUNTY OF NEVADA

Alison Lehman,
County Executive Officer

Date: _____

APPROVED AS TO FORM:

Katharine L. Elliott, County Counsel

CITY OF NEVADA CITY

Sean Grayson
City Manager

Date: _____

APPROVED AS TO FORM:

Dean Pucci, City Attorney for the City
of Nevada City