



RESOLUTION No. 26-403

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF NEVADA AND THE NEVADA COUNTY RESOURCE CONSERVATION DISTRICT, IN SUPPORT OF FUNDING OUR FUTURE SUSTAINABLE AGRICULTURAL LANDS CONSERVATION (SALC) PLANNING GRANT, FOR THE PERIOD OF JANUARY 1, 2027, THROUGH DECEMBER 31, 2029, AND AUTHORIZING THE COMMUNITY DEVELOPMENT AGENCY DIRECTOR, OR THEIR DESIGNEE, TO EXECUTE THE MEMORANDUM OF UNDERSTANDING

WHEREAS, in 2023, the Nevada County Resource Conservation District (NCRCD) was granted a Sustainable Agricultural Lands Conservation (SALC) Program planning grant to develop the Agricultural Working Landscape Conservation Plan, known as Growing Our Future: A Community Conservation Plan for Agriculture in Nevada County, which is planned to be presented to the Board of Supervisors for its consideration in September 2026; and

WHEREAS, NCRCD (District) has applied for a second SALC Program planning grant, submitted June 17, 2026, to develop a companion plan known as Funding Our Future: A Plan for Sustained Economic Viability for Nevada County Agriculture, identifying the funding strategies necessary to implement the goals established in Growing Our Future; and

WHEREAS, NCRCD intends to serve as lead applicant for the grant, and the California Department of Conservation requires evidence of a partnering jurisdiction's support, in the form of a Memorandum of Understanding (MOU), as a condition of eligibility; and

WHEREAS, the County of Nevada, through its Economic Development Office and Department of Agriculture, has participated as active committee members throughout the development of Growing Our Future, and desires to continue this partnership in support of Funding Our Future; and

WHEREAS, the proposed MOU designates Nevada County's Economic Development Office and Department of Agriculture as active participants across the grant's five work plan tasks, anticipated to occur from January 2027, through December 2029, including committee participation, technical input on economic and land use analyses, and facilitating the completed Plan's eventual adoption by the Board of Supervisors; and

WHEREAS, Nevada County will contribute the equivalent of up to \$15,000 in staff time for the Economic Development Program Manager's participation in this effort, which will be reimbursed by the grant. Nevada County and the District may also discuss additional in-kind support as needed, subject to Nevada County's availability and approval, and will not require appropriation of Nevada County funds.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada approves the Memorandum of Understanding between the County of Nevada and the Nevada County Resource Conservation District, attached hereto, accepts the \$15,000 reimbursement, and authorizes the Community Development Agency Director, or Designee, to execute said Memorandum of Understanding and all subsequent amendments on behalf of Nevada County.

Funds to be deposited into revenue account: FD1000 CC10902 PG3271000 RC45090

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 11th day of August 2026, by the following vote of said Board:

Ayes:	Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.
Noes:	None.
Absent:	None.
Abstain	None.
Recuse:	None.

ATTEST:

LAURIANA CECCHI
Interim Clerk of the Board of Supervisors

By: _____



Lisa Swarthout, Chair



**Memorandum of Understanding
between
County of Nevada County and
Nevada County Resource Conservation District**

This Memorandum of Understanding (MOU) is established between the County of Nevada, through the Economic Development Office, hereinafter referred to as the COUNTY, and Nevada County Resource Conservation District, hereinafter referred to as the DISTRICT.

I. INTRODUCTION

WHEREAS, the DISTRICT requires an MOU with the COUNTY in order to be eligible to partner on a Department of Conservation's Sustainable Agricultural Lands Conservation (SALC) Program planning grant submitted June 17, 2026; and

WHEREAS, the intent of this MOU is to memorialize the shared interest that COUNTY and DISTRICT have in taking strategic action to prioritize agriculture and conservation within Nevada County; and

WHEREAS, in 2023 the Nevada County Resource Conservation District was granted a planning grant to develop an Agricultural Working Landscape Conservation Plan; and

WHEREAS, that plan, known as *Growing our Future: A Community Conservation Plan* for Agriculture in Nevada County, is scheduled to be presented to the Nevada County Board of Supervisors with a goal of adoption and finalization in September 2026; and

WHEREAS, COUNTY and DISTRICT recognize their mutual interest in implementing a secondary plan, known as *Funding our Future: A Plan for Sustained Economic Viability for Nevada County Agriculture* (the "Plan"), focused on identifying how and why the objectives identified in *Growing our Future* will be accomplished, including the funding strategies necessary to achieve a greater level of economic success for Nevada County's agricultural producers and to maximize the agricultural production value and food system potential of the County; and

WHEREAS, DISTRICT intends to serve as the lead applicant for the new Sustainable Agricultural Lands Conservation (SALC) Program planning grant, hereinafter referred to as (Grant), to fund development of the Plan; and

WHEREAS, both organizations agree that increasing the frequency with which their staff interact and engage increases the synergy between the organizations in a mutually beneficial manner. This shared interest is indicated with this MOU by COUNTY supporting DISTRICT in acting as the lead applicant for the Grant; and

WHEREAS, COUNTY agrees to act as a partner organization that has a significant role in developing and implementing the Plan. COUNTY's Economic Development Office and/or Department of Agriculture will serve as active committee members throughout the planning process, including, but not limited to participation in the Agricultural Enterprise Group and the Food Systems and Economic Analysis, with additional roles across the remaining Grant tasks as detailed in Section III below. Creation of this Plan is key to identifying the funding resources needed to support the goals identified in *Growing our Future*, and to providing recommendations

that support the County's priorities, including economic development, agricultural land preservation, climate resiliency, and community education.

NOW, THEREFORE, BE IT RESOLVED THAT the following the COUNTY and DISTRICT hereby agree to the following terms as required by the Grant.

II. PARTNERS

COUNTY will be represented by staff from the following: the Economic Development Office and the Department of Agriculture/Agricultural Commissioner.

DISTRICT's Executive Director and Board will lead the collaboration with other community partners within Nevada County, including the County of Nevada, Sierra Harvest, Bear Yuba Land Trust, Nevada County Farm Bureau, Sierra Nevada Farmer Cooperative, Tahoe Food Hub, UC Cooperative Extension, Interfaith Food Ministry, Nevada County Food Policy Council, Food Bank of Nevada County, FFA, Nevada Irrigation District, Nevada Joint Union High School District, Community Roots School Food Service Agency, and others as necessary.

COUNTY and DISTRICT agree to participate in the planning process for the Plan, with their respective roles within the budget including, but not limited to: committee participation on the Ag Economic Vitality Roundtable and Agricultural Enterprise Program; the Food Systems and Economic Analysis; the Education and Awareness campaign; the Fiscal Analysis of the sustainable food system and land conservation; and preparation for adoption of the completed Plan.

III. SCOPE OF WORK

Anticipated activities include but are not limited to participation in the five tasks identified in the Grant Work Plan:

- a. **Task 1 - Launch the Ag Economic Vitality Roundtable and the Agricultural Enterprise Program:** establish the core group, engage community and tribal members, and gather input from regional industry partners.
 - i. COUNTY's Economic Development Office and Department of Agriculture will serve as active committee members in this task.
- b. **Task 2 - Food Systems and Economic Analysis:** engage the Nevada County Agricultural Commissioner, Economic Development Office, and Resiliency Committee, along with the Food Policy Council and regional partners, to assess gaps in local economic vitality and food security.
 - i. COUNTY's Economic Development Office and Department of Agriculture will serve as active committee members in this task; the Department of Agriculture will consider producing the Economic Vitality Report as a supplement to the annual Agricultural Report.
- c. **Task 3 – Education and Awareness:** assess public needs and engage regional education partners to identify gaps in agricultural education and community awareness.
 - i. COUNTY's Economic Development Office and Department of Agriculture will participate in stakeholder engagement and outreach with delegated activities to be determined.
- d. **Task 4 – Fiscal Analysis of Sustainable Food System and Land Conservation:** assess current farmland value, conservation opportunities, and funding strategies for acquisition and protection of working lands.



- i. COUNTY will participate as a partner in the fiscal analysis and community investment feasibility study conducted under this task.
- e. **Task 5 – Preparation for Adoption of Plan:** develop educational materials, gather public comment, and present the final Plan to the Nevada County Board of Supervisors for its consideration.
 - i. COUNTY staff are responsible for facilitating and coordinating recommendations for the Plan’s consideration by the Board of Supervisors.

IV. PURPOSE AND OBJECTIVES

The purpose of this MOU is to clarify the collaboration and coordination between the DISTRICT and COUNTY around the preparation, planning, and policy making for Funding our Future: A Plan for Sustained Economic Viability for Nevada County Agriculture, as a direct result of the SALC planning grant. This includes activities such as community education, grant procurement, project implementation, and strategic identification of priorities across the Plan’s four objectives: Economic Vitality; Agricultural Land Preservation and Guiding Growth; Strengthening Public Education, Community Awareness, and Consumer Connection; and Refining and Aligning Agricultural and Economic Development Policies and Land Use Regulations, all of which are facilitated by having staff of both organizations routinely work in proximity.

V. AGREEMENTS AND OUTCOMES

This MOU establishes the Parties’ respective responsibilities for collaborating on the Grant-funded planning process.

The Parties intend for the planning process to result in a collaborative, effective, and policy-driven Plan addressing the following areas:

- 1) Assess the surmountable barriers to a greater level of economic success for Nevada County agricultural businesses;
- 2) Identify strategies to increase the economic return to producers;
- 3) Maximize agricultural production value and food system potential in the County;
- 4) Identify new or under-resourced areas of agricultural economic activity;
- 5) Assess current prime farmland value and conservation opportunities, including funding strategies for acquisition and protection of working lands;
- 6) Assess public and regional partner needs related to agricultural education and community awareness;
- 7) Engage County agricultural committees and regional partners to address gaps in local economic vitality and production, including permitting and regulatory barriers;
- 8) Identify co-benefits – economic, environmental, public health, and cultural – that arise from a sustained agricultural economy; and
- 9) Determine how the economic stability and viability of the agricultural sector can provide benefits to, and a mutually reinforcing relationship with, the broader community.

Five major components shall be included in the completed Plan by the DISTRICT, corresponding to the five tasks of the Grant Work Plan:

- 1) A countywide and regional infrastructure strategy report developed through the Agricultural Enterprise Group;
- 2) A Food Systems and Economic Analysis package, including a second edition of the Ag Economic Multiplier Effects report and the Nevada County Food Policy Assessment;
- 3) An Education and Awareness package, including a community survey and a documentary on the local agricultural system;
- 4) A Fiscal Analysis, including a feasibility study for community investment and maps of current and future protected farmland; and
- 5) The final Funding our Future plan document, presented to and adopted by the Nevada County Board of Supervisors.

The objectives and anticipated deliverables described in this Section define the intended scope of the planning process. Nothing in this MOU guarantees that any particular outcome will be achieved, that additional funding will be obtained, or that the Board of Supervisors or any other governing body will approve or adopt the Plan, any recommendation contained in the Plan, or any related policy, program, project, acquisition, or expenditure not expressly authorized by this MOU. Any implementation activity requiring additional funding, staffing, contracting, or policy approval beyond that expressly authorized by this MOU shall be subject to separate authorization through the applicable party's established procedures.

VI. FUNDING STIPULATIONS

As the lead applicant, DISTRICT will receive all funds from the Department of Conservation and will distribute them accordingly. Payment of services to COUNTY will be based on work completed as it pertains to the Grant budget and will be invoiced from COUNTY to the DISTRICT, according to the Grant stipulations.

The COUNTY will contribute the equivalent of up to \$15,000 in staff time for the Economic Development Program Manager's participation in this effort, which will be reimbursed by the Grant. The COUNTY and DISTRICT may also discuss additional in-kind support as needed, which could take the form of staff time, administrative support, meeting attendance, materials, or use of conference room space, subject to COUNTY availability and approval. COUNTY staff will log and report hours each month, as applicable, for participating in meetings, contributing to reports, or other tasks performed to support the DISTRICT.

COUNTY may provide DISTRICT with a scope of work pertaining to the anticipated hours for any in-kind services. COUNTY and DISTRICT may choose, as an outcome of their collaboration, to pursue additional grant opportunities or to request amendments to the SALC grant allocations to fund specific projects and/or objectives on a case-by-case basis. In these instances, both organizations will work within their existing organizational structure(s) to ensure that any obligation of funds is in accordance with established policies and procedures.

VII. TERM AND COMMITMENT

This MOU is effective only for the term of the Grant. The SALC planning grant proposal was submitted June 17, 2026. If awarded, the project is anticipated to commence in January 2027 and continue through December 2029, consistent with the Grant Work Plan.



Either party may terminate this MOU upon 30 days' written notice. Either party may terminate it immediately if the Grant is not awarded, is suspended or terminated, funding is materially reduced, or continued performance would violate applicable law or Grant requirements. Termination does not relieve either party of any payment or other obligation incurred before the effective date of termination

VIII. INDEMNIFICATION AND INSURANCE

The DISTRICT hereby agrees to indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees from and against any and all actual loss, damages, expenses, and liability arising out of or resulting from the DISTRICT's acts, omissions, or performance under this MOU. The DISTRICT's duty to defend the COUNTY is distinct from and broader than the duty to indemnify, and this duty to defend arises immediately upon the COUNTY's request when any covered claim is made against the COUNTY.

The COUNTY is a public entity self-insured against liability and workers' compensation claims. Under California law, the COUNTY's self-insurance program is not considered insurance and is exempt from regulation under the Insurance Code. The COUNTY holds the necessary certificate of consent to self-insure, demonstrating its ability to properly administer and pay workers' compensation claims that may become due to its employees.

IX. OTHER GENERAL AGREEMENTS

- 1) The DISTRICT is a separate legal entity from the COUNTY with respect to all matters set forth in this MOU. This MOU is not intended, and shall not be construed, to create the relationship of agent, servant, employee, joint venture, joint powers, or association between COUNTY and DISTRICT.
- 2) The COUNTY and the DISTRICT agree that neither party's agents nor employees have any rights, entitlements, or claims against the other for any type of employment benefits or workers' compensation.
- 3) The DISTRICT agrees to cooperate and supply any documentation reasonably necessary for the convenience and information of the COUNTY.
- 4) The DISTRICT shall comply with all Grant requirements and all applicable federal, state, and local laws affecting the services covered by this MOU.
- 5) This MOU may only be revisited and modified by written agreement of the parties. Any material changes to any of the clauses above must be mutually agreed upon by COUNTY and DISTRICT and shall only become effective when in writing and fully executed by duly authorized officials.
- 6) This MOU contains all the terms and conditions agreed upon by the parties.
- 7) This MOU may be executed in counterparts. The execution of a signature page of this MOU shall constitute the execution of the MOU, which shall be binding on each party upon that party's signing of such a counterpart.

X. NOTICES

All notices, requests, demands, or other communications under this Memorandum shall be in writing as follows:

If to COUNTY: Kimberly Parker, Economic Development Program Manager
Nevada County Economic Development Office
Kimberly.parker@nevadacountyca.gov
(530) 470-2795 or (530) 913-1354
950 Maidu Avenue, Nevada City, CA 95959

If to DISTRICT: Briana Bacon, Executive Director
Nevada County Resource Conservation District
Briana.bacon@ncrcd.org
(530) 798-5530 or (530) 400-2141
113 Presley Way, Ste.1
Grass Valley, CA 95945

XI. PARTIES AS INDEPENDENT

In agreeing to the obligation and understanding set forth herein, COUNTY and DISTRICT acknowledge that each shall act in an independent capacity, and not as the employees, agents, or officials of the other. COUNTY and DISTRICT agree that neither its agents nor employees have the 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 agents or employees.

IN WITNESS WHEREOF, COUNTY and DISTRICT, by their duly authorized representatives, have executed this MOU on the day and year first written above.
Nevada County

Signature _____ Date _____

Trisha Tillotson, Community Development Agency Director

Nevada County Resource Conservation District

Signature _____ Date _____

Briana Bacon, Executive Director