

Joint Memorandum of Association
Wildfire Resilience and Forest Biomass Residue Management

WHEREAS, the Counties of El Dorado, Nevada and Placer are suffering from severe increases in wildfires that have taken life and property in the three jurisdictions, negatively impacted water resources, and exposed residents, businesses, and visitors to harmful smoke and toxins; and

WHEREAS the Counties of El Dorado, Nevada and Placer have taken independent actions to alleviate severe wildfire risk in their respective jurisdictions; and

WHEREAS the Counties of El Dorado, Nevada and Placer recognize that reducing local risk of severe wildfire will involve fuel reduction projects and forest health activities that could require the removal of excess forest biomass residue; and

WHEREAS the Counties of El Dorado, Nevada and Placer are interested in developing market pathways and uses for such waste to generate local benefit and make removal and disposal more economically viable; and

WHEREAS the Counties of El Dorado, Nevada and Placer understand that developing a workforce and supporting new and existing wood products and bioenergy markets is important for the region; and

WHEREAS the Counties of El Dorado, Nevada and Placer know that because of the highly complex, multijurisdictional, and collaborative nature of such programs, and because of the significant overlap in agency missions related to wildfire risk reduction and biomass removal, interagency cooperation is paramount for programmatic efficiencies and the ability to leverage funding and ensure successful outcomes for the individual Counties and the region; and

WHEREAS the staff from the Counties of El Dorado, Nevada and Placer have been collaborating on biomass reduction through a state grant received by Placer County Water Agency in partnership with Placer County, known as the California Forest Residual Aggregation Market Enhancement (Cal FRAME), funded by the California Office of Land Use and Climate Innovation from 2023-2026 and have concluded that a joint memorandum of association is the best method to continue this beneficial collaboration; and

WHEREAS the Counties of El Dorado, Nevada and Placer are duly organized entities of the state of California, and as such have broad authority to take actions in the unincorporated territories within their Boundaries; and

WHEREAS the Counties of El Dorado, Nevada and Placer want to work together in a way that may require staff from the respective agencies, or contractors or agents, to work in all three jurisdictions on joint endeavors.

NOW THEREFORE BE IT RESOLVED, the Counties of El Dorado, Nevada and Placer (“the Counties” or “Parties”) agree to the following:

1. The Counties agree to jointly exercise any power needed that is jointly shared in order to implement the intent of this Agreement under Government Code Section 6502. As stated in that Section, “It shall not be necessary that any power common to the contracting parties be exercisable by each such contracting party with respect to the geographical area in which such power is to be jointly exercised”.
2. The Counties agree to share non-confidential information about biomass reduction projects and other wildfire resilience activities with one another to support an informed and coordinated regional approach to wildfire resilience and forest health that benefits all Parties.
3. The Counties agree to share non-confidential information about biomass related grant opportunities that may be in the best interest of the region for two or more Parties to approach together.
4. The Counties agree to work together in advocacy at the state and federal level on the topics of forest health and forest biomass removal and use as determined to be helpful by the respective Boards of Supervisors.
5. The Counties agree to collaborate on the development of infrastructure happening in their respective jurisdictions that can use biomass residue for beneficial outcomes for the respective communities at large to avoid unnecessary duplication or competition of effort, and leveraging opportunities, when appropriate.
6. The Counties agree to submit a grant application to the California Tahoe Conservancy for continued funding for these activities and others that may be identified in the future for three to five years, with Placer County being the fiduciary agent. Such funding, coming from California Proposition 4, can provide seed funding for increasing these joint county efforts.
7. The Counties agree that all staff time spent on these activities will be borne by their respective agencies.
8. The Counties delegate authority to the Chief Administrative Officer or Chief Executive Officer to apply for funding opportunities that arise to help defray the costs associated with the work described in Sections 1-5. The County applying for funding will become the fiscal manager for such funds, unless there is mutual agreement otherwise. The Counties agree that if activities that are needed to further the intent of the Agreement could lead to physical activity occurring on the ground, further agreement between the Counties beyond this Agreement will be needed.
9. To the fullest extent permitted by law, each County shall defend at its own expense, indemnify, and hold the other Counties harmless, their officers,

employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, any claim or loss including but not limited to personal injury, damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of the indemnifying County or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from or related to the active negligence, sole negligence, or willful acts of the indemnified County(ies), their officers and employees, or as expressly prescribed by statute. This duty to indemnify includes the duties to defend set forth in Civil Code section 2778. Nothing herein shall be construed to seek indemnity in excess of that permitted by California law. In the event any portion of this Section is found invalid, the Parties agree that this Section shall survive and be interpreted consistent with the provisions of California law.

10. The Counties may, in the future, desire to enter into a joint powers agreement and may elect to create a new, separate, Joint Powers Authority to implement this and potentially other work. Should the Counties elect to do so, the Counties agree to work cooperatively to ensure any such joint powers agreement reflects the principles contained in this Memorandum of Agreement. Any election to create a new, separate Joint Power Authority will be subject to the approval of the governing bodies of the individual participants.
11. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree that signatures transmitted electronically shall have the same force and effect as original signatures.
12. This Agreement shall become effective on the date it is executed by the last Party to sign and shall remain in effect until terminated with sixty days written notice by any Party. This Agreement may be amended through written agreement by the Parties.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

County of El Dorado

By: _____

Name: Brooke Laine

Title: Chair, Board of Supervisors

Date: _____

County of Nevada

By: _____

Name: _____

Title: _____

Date: _____

County of Placer

By: _____

Name: _____

Title: _____

Date: _____