

DEPARTMENT of PUBLIC WORKS

County of Lassen



PETE HEIMBIGNER, Director
Public Works/Transportation

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B-1
2023/52

May 12, 2023

TO: Board of Supervisors

FROM: Department of Public Works
Agenda Date: May 23, 2023

RE: MOU Agreement between Lassen County and Honey Lake Valley
Resource Conservation District

RECOMMENDATION: That the Board approve the MOU between Lassen County and Honey Lake Valley Resource Conservation District for the Mountain Meadow Restoration Project taking place in Susanville Ranch Park and authorize the Director of Public Works to sign.

DISCUSSION: As part of the Mountain Meadows Restoration Project taking place in Susanville Ranch Park, an MOU is needed to formalize the agreement.

The project is funded in partnership with California Department of Conservation and the United States Fish and Wildlife Service.

Project work to be funded by Lassen County, then repaid upon completion consists of Grazing Trough Improvements (California Department of Conservation) and Beaver Dam Analog construction along Bagwell Creek (United States Fish and Wildlife Service).

Project work to be funded by HLVRCD, then repaid upon completion by Californian Department of Conservation consists of Interpretive Signage, Juniper Flues Reduction, Meadow Fuels Reduction and Dry Meadow Restoration Efforts.

ALTERNATIVE Not approve

FINANCIAL IMPACT: Reimbursable project costs of \$45,000.

DEPARTMENTAL APPROVAL: 

REVIEWED FOR AGENDA:

MEMORANDUM OF UNDERSTANDING
Between
Lassen County
And
Honey Lake Valley Resource Conservation District

ARTICLE 1: PARTIES

Section 1.01 This Memorandum of Understanding (MOU) is made between the County of Lassen, a political subdivision of the State of California (hereinafter COUNTY) and the Honey Lake Valley Resource Conservation District (hereinafter HLVRCD).

ARTICLE 2: PREMISES

Section 2.01 This MOU establishes terms and conditions for the use, access, management, and maintenance of premises owned by COUNTY. The following property is subject to the terms and conditions of this MOU.

Property located at: Susanville Ranch Park, 485-493 Cherry Terrace, Susanville, CA 96130, APN 101-270-003-000

ARTICLE 3: TERM

Section 3.01 The term of this MOU shall be for a period encompassing the duration of the HLVRCD's Susanville Ranch Park Mountain Meadow Restoration Project (hereinafter PROJECT) and grant agreement term, commencing May 15th, 2022 and ending May 1st, 2024, hereafter called the "term."

ARTICLE 4: TASK OVERSIGHT AND FISCAL RESPONSIBILITIES

Section 4.01 During the term of this MOU, Lassen County agrees to spend no more than the \$45,000 of match funding provided by the United States Fish and Wildlife Service on Task 1. Objectives regarding beaver dam analog (BDAs) and post assisted log structures (PALs) work within the Susanville Ranch Park.

Section 4.02 Lassen County agrees to follow their procurement procedures for hiring and maintaining proper selection of contractors and will notify the HLVRCD of the selected contractors before work begins, while also maintaining proper financial documentation that will be provided when requested by the HLVRCD in a timely manner for grant reporting purposes.

Section 4.03 HLVRCD assumes all additional responsibilities in grant financial reporting and oversight to the Grantor (CA Dept. of Conservation) and maintains responsibility for the completion of all remaining tasks listed under the grant terms.

ARTICLE 5: USE AND OCCUPANCY

Section 5.01 The premises shall be occupied by HLVRCD and HLVRCD's subcontractors. The use of the premises must be in accordance with activities associated with the PROJECT terms.

Section 5.02 HLVRCD agrees, in using the premises:

- a) Not to commit any waste or suffer any waste to be committed upon the premises;
- b) Not to commit any public or private nuisance or any other act or thing which might or would disturb the quiet enjoyment of any occupant of nearby property;
- c) Not permit any activity or activities which might cause unreasonable annoyance to adjoining landowners.

Section 5.03 COUNTY agrees, in allowing:

- a) HLVRCD and their designees access to the project site and authorizes the HLVRCD and their designees access to complete, maintain and monitor the project;
- b) The CA Department of Conservation access to project site at least once per year for the life of the Project.

COUNTY agrees:

- a) To ensure the restored project site will be monitored in accordance with a long-term management plan to be approved by the Department of Conservation as part of the project;
- b) To ensure that the restored project site will be monitored in accordance with a monitoring plan to be approved by the Department of Conservation as part of the project.

ARTICLE 6: LIABILITY AND INDEMNIFICATION

Section 6.01 Claims Arising from Sole Acts or Omissions of COUNTY:

The COUNTY does hereby agrees to defend and indemnify the HLVRCD, its agents, officers and employees (hereinafter collectively referred to in this paragraph as HLVRCD), from any claim, action or proceeding against HLVRCD, arising solely out of the acts or omissions of COUNTY in the performance of this MOU. At its sole discretion, HLVRCD may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve COUNTY of any obligation imposed by this MOU. HLVRCD shall notify COUNTY promptly of any claim, action or proceeding and cooperate fully in the defense.

Section 6.02 Claims arising From Sole Acts or Omissions of HLVRCD:

The HLVRCD hereby agrees to defend and indemnify the County of Lassen, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as COUNTY), from any claim, action or proceeding against COUNTY, arising solely out of the acts or omissions of HLVRCD in the performance of this MOU. At its sole discretion, COUNTY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve HLVRCD of any obligation imposed by this Agreement. COUNTY shall notify HLVRCD promptly of any claim, action or proceeding and cooperate fully in the defense.

Section 6.03 Claims Arising From Concurrent Acts or Omissions:

The COUNTY hereby agrees to defend itself, and the HLVRCD hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of COUNTY and HLVRCD. In such cases, COUNTY and HLVRCD agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

Section 6.04 Joint Defense:

Notwithstanding paragraph Section 8.03 above, in cases where COUNTY and HLVRCD agree in writing to a joint defense, COUNTY and HLVRCD may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of HLVRCD. Joint defense counsel shall be selected by mutual agreement of COUNTY and HLVRCD. COUNTY and HLVRCD agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph Section 8.05 below. COUNTY and HLVRCD further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and HLVRCD.

Section 6.05 Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and HLVRCD may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

COUNTY shall not be liable to HLVRCD for any damage to HLVRCD or HLVRCD property from any cause. HLVRCD waives all claims against COUNTY for damages to person or property arising for any reason, except that COUNTY shall be liable to HLVRCD for damage to HLVRCD resulting from the acts or omissions of COUNTY or its authorized representatives.

ARTICLE 7: INSURANCE

Section 7.01 HLVRCD will procure and maintain in full force a policy or policies of comprehensive liability insurance, including property damage, written by one or more responsible insurance companies acceptable to COUNTY against liability for injury to person and property and for each of any person or persons occurring in or about the premises. Each such policy shall be subject to approval by COUNTY as to form. Any contractor hired by HLVRCD will also provide and maintain additional insurance for the same or higher amount covering both HLVRCD and the County. The liability coverage under such insurance shall not be less than \$1,000,000 for any one person injured or killed, not less than \$1,000,000 for any one accident, and not less than \$1,000,000 for property damage. If, in the considered opinion of COUNTY's insurance advisor, the amount of such coverage is not adequate, HLVRCD shall increase the coverage to such amounts as COUNTY's advisor shall deem adequate. HLVRCD shall provide COUNTY with copies or certificates of all policies including in each instance an endorsement providing that such insurance shall not be canceled except after ten (10) days' notice to COUNTY.

Section 7.02 All the insurance required under this MOU shall be issued as a primary policy, and contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope, or amount of any policy.

ARTICLE 8: LEGAL COMPLIANCE

Section 8.01 During the term of this MOU, HLVRCD agrees to comply with, and permit and allow no violation of any government (including COUNTY, HLVRCD, state and federal) rule, regulation, ordinance or statute so far as the same pertains to or affects the premises, or the use and occupancy thereof.

ARTICLE 9: TERMINATION

Section 9.01 Either party to this Agreement shall have the right of termination, with or without reason, by serving notice to the other party, by certified or registered mail, return receipt requested, of such intent to terminate this MOU, at least thirty (30) days prior to such proposed termination date, such termination to be without recourse.

ARTICLE 10: NOTICES

Section 10.01 All notices and demands of any kind which either party may require or desire to serve on the other in connection with this MOU must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":

Matt McLain
Interagency Trail Coordinator
Lassen County
707 Nevada Street, Suite 4
Susanville, CA 96130

If to "HLVRCD":

Andrea Stuemky
HLVRCD District Manager
Honey Lake Valley Resource Conservation District
170 Russell Avenue, Suite C
Susanville, CA 96130

This Memorandum of Understanding has been executed by the parties on _____, 2023.

COUNTY

HLVRCD

By: _____
Pete Heimbigner
Lassen County Director of Public Works

By: _____
Andrea Stuemky
HLVRCD District Manager

Approved as to form:

By: _____
Lassen County Counsel

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