

**MEMORANDUM OF UNDERSTANDING  
BETWEEN BIG VALLEY BAND OF POMO INDIANS  
OF THE BIG VALLEY RANCHERIA  
AND THE COUNTY OF LAKE BY AND THROUGH THE  
WATERSHED PROTECTION DISTRICT**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the Big Valley Band of Pomo Indians of the Big Valley Rancheria (“BVR”), whose address is 2726 Mission Rancheria Rd., Lakeport, CA 95453, and the County of Lake, by and through the Lake County Watershed Protection District (“the County”), whose address is 255 N. Forbes St. Lakeport, CA 95453.

**A. Agent.** FlowWest, Inc shall act as the duly-authorized agent of BVR as to all matters related to the BVR’s performance under this MOU. FlowWest is required to have and maintain general liability insurance in scope and in coverage satisfactory to the County and to have and maintain workers’ compensation insurance to the extent applicable.

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which BVR will install, maintain, and remove two (2) pressure transducers in the outlet channels below the Adobe and Highland Springs reservoirs. These transducers will be installed downstream of the dams and any of the associated outlet structures. BVR and its agent shall have access for install, maintenance, data downloading, and discharge measurements in the outlet channels below the Adobe and Highland Springs reservoirs.

Data collected via the installed transducers will fill data gaps identified in BVR’s Climate Adaption Plan on the Adobe Creek for the Recovery of Hitch in Clear Lake, Lake County California along with the Big Valley Groundwater Sustainability Agency (GSA) approved Big Valley Groundwater Sustainability Plan (BVGSP).

Project data will be shared with relevant project interested parties, including but not limited to; Tribes, the County and the Clear Lake Hitch Conservation Strategy Technical Advisory Committee.

**3. Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than 5 years. This MOU may be renewed at the end of the 5-year term with a written notice, which shall be delivered by hand or by certified mail to the address listed above. This MOU may be terminated as follows:

A. By mutual consent of the Parties; or

B. Upon (30) days written notice by either party to the other party.

**4. Responsibilities of BVR.** BVR shall be responsible for all equipment purchase, install, operation, maintenance, replacement, and removal. These tasks may be performed by FlowWest.

**5. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. The courts of the State of California shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Superior Court of Lake County, California.

**D. Entirety of Agreement.** This MOU, consisting of four pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Sovereign Immunity.** The BVR and the County and their respective governing bodies do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

**G. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

**H. Indemnification – Hold Harmless**

Each party shall indemnify and hold the other harmless against all actions, claims, demands, and liabilities and against all losses, damage, cost, expenses, and attorney's fees, arising directly or indirectly out of an actual or alleged injury to a person or property

in the same proportion that its own acts and/or omissions are attributed to said claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees. This provision shall not extend to any claim, demand, liability, loss, damage, cost, expenses, and/or attorney's fees covered by the insurance of either party.

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**8. Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

## Big Valley Band of Pomo Indians of the Big Valley Rancheria

Philip Gomez  
Chairman

Date

# Lake County Watershed Protection District

\_\_\_\_\_  
Jessica Pyska  
Chair, Board of Directors

Date \_\_\_\_\_

**APPROVED AS TO FORM**

Lloyd C. Guintivano  
County Counsel

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Date \_\_\_\_\_