

**MEMORANDUM OF UNDERSTANDING
FOR THE SHARED EXECUTION OF AQUATIC AND TERRESTRIAL VEGETATION MANAGEMENT AND
RESTORATION**

This memorandum of Understanding (MOU) is made and entered into this _____ day of _____ 2024 by and between the Lake County Watershed Protection District (DISTRICT) and The Tribal EcoRestoration Alliance (TERA), a local non-profit organization.

The purpose of this MOU is to document a mutual understanding of the DISTRICT and TERA with respect to their agreed upon lake and stream restoration activities within and upon lands and properties managed or owned by the DISTRICT, as described in the SCOPE OF WORK, located in ATTACHMENT A ("SOW-ATTACHMENT A").

The DISTRICT and TERA are hereinafter collectively referred to as "PARTIES" or individually as "PARTY".

RECITALS

WHEREAS, the PARTIES have a vested interest in completing environmental restoration activities, as described in the SOW, to benefit the natural environment in both aquatic and terrestrial ecosystems. These activities will include ecosystem improvements such as: increased sustainability of the resources, multi-benefit and multi-use, increased aesthetic values, increased biodiversity of flora and fauna species, Stormwater quality improvements, Clear Lake hitch and wildlife habitat protection and conservation within and adjacent to the aquatic-terrestrial environments of Lake County; AND

WHEREAS, this MOU, and the SOW-ATTACHMENT A, describe the approximate number of days and approximate timeframe needed to complete the activities described in the SOW-ATTACHMENT A, for the PARTIES to reach overall project and program goals and objectives.

WHEREAS, the DISTRICT is going to compensate TERA for services outlined within the SOW-ATTACHMENT A for a two-year time period to occur between June 1, 2024 – May 30, 2026 at the cost scheme as described in SOW-ATTACHMENT A, Section 7.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. POINT OF CONTACT TO BE USED FOR THE DURATION OF THIS MOU PROJECTS PERIOD

<u>DISTRICT</u>	<u>COPY TO</u>
Angela De Palma-Dow Program Coordinator County of Lake Water Resources / Watershed Protection District 255 N. Forbes St. Lakeport, CA 95453 (707)263-2344	Jacqueline Storrs Accountant County of Lake Water Resources 255 N. Forbes St. Lakeport, CA 95453 (707)263-2344 Jacqueline.Storrs@lakecountycalifornia.gov

Angela.Depalma-Dow@lakecountyca.gov	
<u>TERA</u>	<u>COPY TO</u>
Lindsay Dailey Executive Director Tribal EcoRestoration Alliance P.O. Box 1058 Upper Lake, CA 95485 (707) 889-3744 www.tribalecorestoration.org lindsay@tribalecorestoration.org	Megan McCluer Finance Manager Tribal EcoRestoration Alliance P.O. Box 1058 Upper Lake, CA 95485 (617) 957-3126 www.tribalecorestoration.org admin@tribalecorestoration.org
<u>TERA Fiscal Sponsor</u> Sunny Hill Finance Director Occidental Arts & Ecology Center 15290 Coleman Valley Rd. Occidental, CA 95465 sunny@oaec.org (707)874-1557 ext. 124	<u>TERA Project Partnership</u> JAIDE Conservation Collective, LLC. 2108 N Street Suite N Sacramento, CA 95816 <u>www.jaidecc.com</u>

2. GUIDELINES FOR EXECUTING MOU OBJECTIVES AND DELIVERABLES

A. DISTRICT RESPONSIBILITIES

1. The DISTRICT will provide TERA an annual schedule, including tasks to be completed by TERA and the number of days anticipated to be needed per month for each task. This schedule will be provided by the DISTRICT to TERA by January 15th every year, via email to TERA Executive Director and any relevant project managers.
2. The DISTRICT will coordinate with TERA to schedule and attend regular, monthly meetings as needed, commiserate with current projects, to identify tasks and receive updates.
3. The DISTRICT will communicate via email, phone, and in-person consult, with TERA for all project related information.
4. The DISTRICT will track all project costs based on received invoices from TERA. The DISTRICT will communicate with TERA of any funding issues or if costs received are not commiserate with expected projects as outlined in the SOW-ATTACHMENT A, Section 7.
5. Any large equipment (>\$5000) needed to complete projects will be purchased by the DISTRICT and approved for use by TERA only for the projects outlined in the SOW-ATTACHMENT A.

B. TERA RESPONSIBILITIES

1. TERA will notify the DISTRICT the confirmed schedule for the planned year within 30 days of receiving the annual schedule by the DISTRICT. TERA will confirm the work schedule on February 15th of the year where the work will be performed.
2. TERA will attend any regular, monthly meetings scheduled with the DISTRICT to identify tasks and receive updates needed to complete projects.
3. TERA will provide clear communications via email, within a timely manner, to the DISTRICT if there is a need for any required reporting, as directed by the DISTRICT.

4. TERA will also track costs accrued when completing tasks and inform the DISTRICT immediately of any unforeseen or abnormal costs, (i.e. beyond the estimated work costs as described in the SOW-ATTACHMENT A, Section 7) associated with completing tasks and projects.

C. SHARED RESPONSIBILITIES

1. Any major adjustments to the planned schedule will be agreed upon by both PARTIES and updated schedules will be provided in writing (via email or digital calendar / scheduler).
2. Both PARTIES agree to cooperatively and collaboratively work together to complete the tasks and projects identified in the SOW-ATTACHMENT A within each the calendar year.

TERMINATION

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.

INDEMNIFICATION – HOLD HARMLESS

Each PARTY (the “INDEMNIFYING PARTY” in the context of this section) shall indemnify, defend, and hold the other Party and its respective affiliates, directors, officers, managers, agents, representatives and employees (collectively, the “INDEMNIFIED PARTIES”) harmless from any third party claims, demands, investigations or suits (collectively, “THIRD PARTY CLAIMS”) and any resulting loss, damage, liability, cost or expense (including reasonable attorneys' fees and court costs) (collectively, “LOSSES”) that the INDEMNIFIED- PARTIES may incur to the extent arising out of (a) the INDEMNIFYING PARTY’S breach of this MOU or (b) the INDEMNIFYING PARTY’S negligent (or more culpable) acts or omissions in connection with this MOU, as offset by the INDEMNIFIED PARTY’S own breach of this MOU or the INDEMNIFIED PARTY’S own negligent (or more culpable) acts or omissions in connection with the THIRD PARTY CLAIMS and alleged LOSSES. The PARTIES agree that this Section is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common-law indemnification or contribution claim against the other. Neither PARTY’S obligation to indemnify shall extend to any LOSSES or THIRD PARTY CLAIMS to the extent arising out of a breach of this Agreement by the INDEMNIFIED PARTY and/or the negligent (or more culpable) acts or omissions of INDEMNIFIED PARTY in connection herewith. The PARTIES each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice. The INDEMNIFIED PARTY shall have the right to approve the INDEMNIFYING PARTY’S selection of counsel, such approval not to be unreasonably withheld. Neither PARTY shall make any admissions of guilt or any other admissions which might be prejudicial to the other PARTY. The INDEMNIFYING PARTY shall not enter into a settlement without the express permission of the INDEMNIFIED PARTY that (i) provides for any material non-monetary obligations on the INDEMNIFIED PARTY or (ii) does not include as an unconditional term thereof the giving of a release, with prejudice, from all liability with respect to such claim by each claimant or plaintiff to each INDEMNIFIED PARTY that is or may be subject to such claim.

MODIFICATION

This MOU may be modified only by a written amendment hereto, executed by both PARTIES.

ATTORNEYS FEES AND COSTS

If any action at law or in equity is necessary to enforce or interpret the terms of the MOU, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

IN WITNESS WHEREOF, the PARTIES have executed this MOU on the day and year set forth by the PARTIES herein below.

DISTRICT – County of Lake Watershed Protection District

By: _____
Director, Department of Water Resources

Dated: _____

APPROVED AS TO FORM
Lloyd Guintivano
County Counsel

ATTEST:
SUSAN PARKER
Clerk of the Board

TERA – Tribal EcoRestoration Alliance

Sunny Hill Digitally signed by Sunny Hill
Date: 2024.04.17 09:12:09
-07'00'

By: Sunny Hill
Finance Director
Occidental Arts & Ecology Center

Date: **April 17, 2024**

TERA – Tribal EcoRestoration Alliance

Lindsay Dailey Digitally signed by Lindsay Dailey
Date: 2024.04.26 13:55:26 -07'00'

By: Lindsay Dailey
Executive Director
Tribal EcoRestoration Alliance

Date: **April 26, 2024**

ATTACHMENT A

Lake County Watershed Protection District Aquatic and Terrestrial Invasive Plant Species Management and Shoreline and Stream Restoration Project Description and Scope of Work

About the Watershed Protection District and Clear Lake Management:

Clear Lake is Lake County's most prominent ecological and economic feature. With over 100 miles of shoreline, Clear Lake is the largest, natural freshwater lake in California and one of the oldest lakes in North America. Not only is Clear Lake home to sensitive floral and faunal species and supports a plethora of traditional Native American uses, but Clear Lake provides drinking water to 40,000 residents and activities such as fishing and recreational boating generate substantial local tourism dollars (Lundquist & Smythe 2010). For example, resident and nonresident fishing-related activities *alone* are estimated to generate a minimum of one million dollars annually (Giusti 2016) indicating that regional economic stability of Lake County is directly linked to the health and recreational value of Clear Lake.

The Lake County Water Resources Department (herein "WRD"), under the California State Lands Commission Chapter 639 (1973), has direction and authority to manage Clear Lake for "protection of wildlife habitats, the improvement, protection and conservation of the Wildlife and fish resources and the ecology of the area..." . Concurrently, the Lake County Watershed Protection District (herein "The District") has authority under SB 1136, Chapter 108 (2004) to "the conservation and protection of all waters within the district, including both surface water and groundwater....and to develop and improve the quality of all waters within the district for all beneficial uses, including domestic, irrigation, industrial and recreational uses, and to protect and improve the quality of all waters within the district." Therefore, it's well within the expectation that the WRD and District will work collaboratively, with help from TERA, to plan and implement invasive plant management and restoration projects.

Environmental factors, such as those associated with introduced non-native or invasive species can have uncertain and drastic effects on water quality, native species abundance and diversity, navigation, accessibility, and habitat and ecosystems. These negative impacts can directly and indirectly degrade and erode the ecologies and economies that depend on the lake and her tributaries. Adequate preparation for these potential devastating effects require a comprehensive effort to both manage, control, and remove invasive species while simultaneously restoring native communities. Current staff capacities limit the District's ability to complete these tasks, and it's in the interest of the community to collaborate with local organizations such as TERA.

Currently, there is not the local, WRD or District capacity to conduct effective invasive plant management and native community restoration on properties and areas managed or owned by WRD or the District. Therefore, a need to partner and collaborate on these types of projects exists. The goals of the WRD, the District, and TERA align nicely, and this scope of work will describe what specific projects and objectives will be completed during the next few years.

As much as possible, funding sources for TERAs work will be from state, federal, or local grants, or internal Lakebed management revenues for work conducted on Clear Lake, or District revenues for work conducted within the County, outside Clear Lake. For example, several current and expected grants will provide funds for TERA to conduct invasive primrose control and native tule replanting such as the Department of Pesticide Regulation Alliance Grant

program, Blue Ribbon Committee for Rehabilitation of Clear Lake grants, California Natural Resources Agency, Proposition 68, the expected future water bond, Aquatic Plant Management grants and revenues, hitch habitat improvement grants, Caltrans mitigation agreements, USEPA NEIEN grant agreements, Wildlife Conservation Board Hitch Habitat Improvement Grants, Flood and Levee management funds, and California Department of Fish and Wildlife Restoration and Habitat Improvement funds and grants.

About the Tribal EcoRestoration Alliance:

The Tribal EcoRestoration Alliance (TERA) is a cross-cultural, multi-organizational collaborative that works to revitalize ecology, economy, and culture through indigenous-led stewardship. Some of our project partners include Robinson Rancheria Pomo Indians of California, Scotts Valley Band of Pomo Indians, Middletown Rancheria of Pomo Indians, Big Valley Rancheria, Habematolel Pomo of Upper Lake, Mendocino National Forest, and Berryessa Snow Mountain National Monument.

A nonprofit organization, TERA's mission is to cultivate land stewardship, livelihood, and leadership skills that weave collaborative relationships between Tribal members and the community at large, for the benefit of all lands and beings. Through partnership, we are working together towards a vision of healing our land and communities.

TERA's current programs include: 1) training and education that bring together vocational skills, ecological land stewardship, and traditional knowledge; and 2) ongoing employment in land stewardship.

TERA currently runs 6-person hand crews that implements land stewardship projects on tribal, public, and private land, with a focus on fire resilience, supporting native biodiversity, and strengthening tribal connections to culture within their ancestral homelands.

1. Project Goals, Outputs and Outcomes

Table 1. District and TERA Annual Project Task list for the years (2024-2026)

Task #	Project Task	Goal / Objective(s)	Locations	Expected time / hours and Staff Needed
1	Administration, Grant Writing, Cross-Consult, Advising, Education & Outreach	To conduct administrative tasks to develop agreements, contracts, grant applications, reports, and to cross consult, advise, mentor, train, and provide education and outreach relevant to all the projects listed in this table.	Respective Offices or at any of the locations included within this Table.	Not to exceed 100 hours a year for each staff member at all organizations.

2	Invasive Primrose Management	To successfully control Invasive Creeping Primrose through the reduction in primrose populations, abundance, or coverage through multiple year hand-removal efforts and/or solarization techniques.	Could include, but not limited to: Clark's Island, CA State Park, Big Valley Wetland (Wright), Melo Property, Rodman Slough, Lucerne Harbor, Lakeside County Park, Clover Creek, Cole Creek, Clear Lake tributary mouths, or private residences as needed.	-Maximum 5 weeks throughout the growing season (April – November) -Full TERA Crew -District Staff Support
3	Tule / Native shoreline Restorative Planting	To restore natural lake and stream habitat through the targeted replanting of native tules and other native aquatic and wetland plant species.	Usually occur after Primrose removal in any of the locations listed above and additional stream restoration sites as needed.	-Est. 2 weeks throughout the winter planting season (November – March) -Full TERA Crew -District Staff
4	Restorative Planting	Native plant restoration, including native plant sourcing, growing, maintenance, and monitoring, and planting at wetland and stream restoration sites. This task can also include invasive species management to promote success of native plants.	Tributaries and wetlands connected to Clear Lake.	Maximum 5 weeks throughout the year -Full or partial TERA Crew -District Staff Support
5	Prescribed Burning to improve habitat	To improve shoreline and forest habitat through the strategic prescribed burning of dead, dry, top accumulated materials.	Highland Springs Recreation Area, Middle Creek Restoration Area, Upper Lake Levee Area, Clark's Island, Big Valley (Wright) Property, other County or District managed properties as needed	Est. 2 weeks throughout the fall and winter season (October – March) -Specialized TERA Crew -District Staff Support
6	Water Quality Monitoring Support	To support The District and WRD staff to complete lake and stream water quality monitoring requirements, including physical, chemical, and biological sampling.	Throughout the County, but focused on Clear Lake and connecting tributaries	Not to exceed 7 days during the storm season (October – March) and 7 days throughout the rest of the year.

				-One or two TERA crewmembers, if available -District Staff
7	Clear Lake Hitch Related Activities	To support the District staff in ongoing fisheries research	Clear Lake, Clear Lake tributaries and wetlands	Est. 2 weeks throughout the year -One or two TERA crewmembers, if available -District Staff
8	Terrestrial vegetation management	To assist District staff in conducting invasive plant management through a variety of means using manual and mechanical tools and equipment, prescribed burning, supervising and working with other crews, when applicable operating heavy equipment (e.g. billy goat, mower, tractors)	Highland Springs Recreation Area, Middle Creek Restoration Area, Upper Lake Levee Area, Clark's Island, Big Valley (Wright) Property, other County or District managed properties as needed	On an as needed basis not to exceed 2 weeks a year

2. Roles and Responsibilities

The DISTRICT will provide project coordination and management of each project and task, and any data generated thereof (area cleared, managed, biomass of plants removed). The DISTRICT will work with TERA to develop any site specific safety plans, data collection or management plans, and develop and present any associated trainings that will guide and inform the success of the projects. Agreed plans will be communicated between the DISTRICT and TERA via email prior to any work starting.

Together TERA and the DISTRICT will coordinate supply and equipment purchase, storage, maintenance, and use so that all necessary materials are acquired before or during the start of a project so that staff are able to successfully complete work. The DISTRICT will work with TERA to develop and distribute any outreach messaging and materials to both promote and notify the public of the project and the collaborative nature of the projects. Both TERA and the DISTRICT will be acknowledged in all successfully completed projects through any websites, social media, or published papers or articles. DISTRICT will track time spent on work outcomes and file appropriate paperwork that coincides with any grants or provided funds. TERA will track time and staff for each project and file appropriate financial and reimbursement packages to the DISTRICT.

3. Summarization of Qualifications

Key Personnel

Angela DePalma-Dow, Invasive Species Coordinator, Lake County Watershed Protection District

Angela will provide project coordination and management, identifying the sites that need work and the timeline for completing the work. Angela will communicate with TERA to schedule and plan work periods, and Angela will assemble the needed District staff to support all projects and project components. Angela will track project days and hours for the District staff, and collect information from TERA to best monitor budget and available funds throughout the season. Angela has worked with the DISTRICT and WRD for 6 years. Angela has worked in the natural resource field for 20 years and has 14 years' experience working directly with aquatic ecosystems including conducting and coordinating water quality programs, surveys, monitoring, and laboratory and statistical analysis. Angela is a Certified Lake Manager (#20-10M) recognized by the National Lake Management Society (NALMS) and she is the current chair/president of the Society of Freshwater Science California Chapter. Angela has been working with TERA, and tribes, since 2020 on a pilot project to develop an effective way to manually remove invasive creeping primrose (*Ludwigia peploides*) from shoreline areas of Clear Lake and to prevent and limit future growth through strategic restorative native plantings of native Tule (*Shoenoplectus acutus*).

Lake County Water Resources / Lake County Watershed Protection District Program Coordinators

Will provide lead guidance and support for various vegetation management and restoration projects. Additional roles for program coordinators include implementing variety of Water Resources programs including flood management, levee maintenance, Highland Springs and Adobe Reservoir management and maintenance, water quality monitoring, lakebed management, Lake County Clean Water (Stormwater) Program, watershed management, Clear Lake Hitch programs and related projects, cyanobacteria outreach and research, and streambed restoration; all program coordinators assist in Water Resource program and department budget preparation and development, prepare and execute grant-funded projects, and assists the public with questions about water resource and flood control laws, regulations, and requirements.

Jacqueline Storrs- Accountant, Lake County Water Resources Department / Lake County Watershed Protection District

Jacqueline will be responsible for receiving and submitting payment vouchers to TERA for reimbursements throughout the project duration. If grant or outside funds are acquired to fund projects, Jacqueline will provide TERA invoicing and billing information for grant reimbursement packages. Jacqueline will communicate with Angela and Alyson on any financial or budget issues related to the projects. Jacqueline has worked with the District for 2 years and she has worked in other County departments prior to joining the District team. Jacqueline is very familiar with all District projects, managing the accounting for several Federal, State, and local grant projects.

Lake County Water Resources / Lake County Watershed Protection District Field Technician

The DISTRICT has several field technicians on staff working on these projects, however not one technician is assigned to an individual project. Technicians will provide field assistance and support to TERA and will follow direction from Angela and Lindsay.

Lindsay Dailey – Executive Director, Tribal EcoRestoration Alliance

Lindsay will provide oversight of the project, including developing goals and objectives for field work; determining management strategies to achieve project goals and objectives; and developing project flow for field activities. She will help develop trainings, and provide instruction and guidance to the TERA team and DISTRICT as needed on topics such as watershed and native plant restoration, cultural uses of plants, and other relevant topics as needed.

Megan McCluer – Finance Director, Tribal EcoRestoration Alliance

Megan is responsible for TERA budgeting and accounting. She holds BS and MS degrees in engineering. Megan will be responsible for preparing and submitting monthly invoices to Jacqueline. She will be the main point of contact should any questions arise regarding accounting and insurance.

Jordan Reyes- Project Manager, Tribal EcoRestoration Alliance

(Project Manager)

Jordan will collaborate with the DISTRICT, WRD, and the TERA team on all aspects of day-to-day project implementation, including: scheduling project activities; communicating project goals and objectives; project deliverables; and tracking project progress and budget. He will be the main point of contact for TERA scheduling crew and projects.

Stoney Timmons – Crew Lead, Tribal EcoRestoration Alliance

Stoney is a Tribal Member at Robinson Rancheria who has worked with TERA since its inception in 2021. He previously worked at the Robinson Rancheria Education Center and at the Oak Granary. Stoney will work under the supervision of TERA's Executive Director and in coordination with the Field Coordinator and Project Manager to supervise the TERA crew and carry out project activities.

6. Commitment to Reuse

Both project partners commit to utilizing equipment and materials in multi-purpose ways and for recurring projects where applicable. New materials will not be purchased if older materials or previously purchased materials are acceptable. While some of the project is still in experimental or pilot study phases, both partners will work to identify tools and materials that can be useful and not wasteful.

7. General Identification of Costs for Tasks Relevant to the Projects**TERA Conditions**

- Rates invoiced will follow the annual rate sheet, provided to the DISTRICT at the beginning of each calendar year.

- Rates per fiscal year are subject to an annual 6% escalation. Additional rate increases are allowed with written approval from the DISTRICT.
- Includes transportation to job site, tools, materials, basic PPE, overhead / indirect costs
- Any tools, materials or equipment purchases that TERA makes on behalf of the project will incur an 10% administrative fee
- Additional Mileage will be charged at the current State of CA government rate unless grant specifies a federal rate
- Daily rates will apply per applicable vehicle, and costs will be communicated to DISTRICT before use
- All crew members are employees covered by worker's compensation and TERA's General Liability policy
- Crew size can be between 3 - 8 people, scalable depending on the available budget and work expected to be completed within that project
- The crew is available for work four days a week
- On site water for the crew

TERA will provide necessary safety gear, training, and certifications for their staff members, including basic PPE and field gear such as waders, boots, and gloves.

NOT INCLUDED IN TERA DAILY HOURS:

- Should TERA or the DISTRICT determine that special equipment will be required for a project, this equipment will be provided by the DISTRICT. Special equipment might include, but not limited to the following:
 - Wetsuits / dry suits
 - Rakes and floating line
 - Buckets, trash bags
 - Buckets / pulls sleds / tarps
 - Solarization fabric / mats
 - Boats, floats, or additional supplies for working or wading in shorelines

For each project, where applicable the DISTRICT Will Provide:

- A training on relevant plant ID on the first day of the job for the week
- Facilities / Access to restroom facilities
- If work will be conducted in the water, The District will provide or arrange for toxic cyanobacteria testing within the week of work starting and if appropriate, throughout the duration of the project so that crews can remain safe
- Guidance on setting goals and layout of the project
- Location for dumping material
- Dump trailer, Truck and staff to move harvested materials to approved dumpsite, unless previously arranged with TERA.

- Locations for native plant harvesting or native plant seed list or sources
- Any permits or agreements needed to access project site and complete work, including local, state, or federal permits or agreements.
- A willingness to learn about culturally-important aspects of the ecosystems targeted for restoration.