

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

This memorandum of Understanding (MOU) is made and entered into this _____ day of _____ 2022 by and between the County of Lake Watershed Protection District (DISTRICT) and The Tribal EcoRestoration Alliance (TERA), a local non-profit organization who is fiscally sponsored by the Occidental Arts & Ecology Center.

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 the aquatic-terrestrial interface. 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, habitat protection and conservation within and adjacent to the aquatic-terrestrial habitats 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 May 1, 2022 – April 30, 2024 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 AIS Program Coordinator County of Lake Water Resources / Watershed Protection District 255 N. Forbes St. Lakeport, CA 95453	Jacqueline Storrs Accountant County of Lake Water Resources 255 N. Forbes St. Lakeport, CA 95453 (707)263-2344

(707)263-2344 Angela.Depalma-Dow@lakecountyca.gov	Jacqueline.Storrs@lakecountyca.gov
TERA Lindsay Dailey Executive Director Tribal EcoRestoration Alliance P.O. Box 1058 Upper Lake, CA 95485 (707) 889-3744 www.tribalecorestoration.org lindsay@tribalecorestoration.org	COPY TO Margaret Finch Project Manager Tribal EcoRestoration Alliance P.O. Box 1058 Upper Lake, CA 95485 (617) 957-3126 www.tribalecorestoration.org projects@tribalecorestoration.org

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 no later than December 15, of the previous year, via email to TERA Executive Director.
2. The DISTRICT will coordinate with TERA to schedule and attend regular, monthly meetings through the growing season (i.e. April – November), to identify tasks and receive updates needed to complete projects.
3. The DISTRICT will communicate via email, phone, and in-person consult, with TERA prior to and during the April – November growing season, 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 January 15th of the year where the work will be performed.
2. TERA will attend any regular, monthly meetings scheduled with the DISTRICT, throughout the April – November growing season, 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

ANITA L. GRANT

County Counsel



ATTEST:

SUSAN PARKER

Interim Clerk of the Board

TERA – Tribal EcoRestoration Alliance

Dave Henson

By: Dave Henson
Executive Director
Occidental Arts & Ecology Center

Date: May 3, 2022

TERA – Tribal EcoRestoration Alliance

Lindsay Dailey

By: Lindsay Dailey
Executive Director
Tribal EcoRestoration Alliance

Date: May 9, 2022