

**MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTIES OF DEL NORTE, HUMBOLDT, MENDOCINO, SISKIYOU,
AND THE NORTHWEST CALIFORNIA RESOURCE CONSERVATION &
DEVELOPMENT COUNCIL**

This Memorandum of Agreement (MOA) is made and entered into between the Counties of Del Norte, Humboldt, Mendocino, Siskiyou, and Trinity, political subdivisions of the State of California (Counties) and the Northwest California Resource Conservation & Development Council (Council), a California 501(c)(3) Non-Profit Corporation.

WHEREAS, the Coho salmon, Chinook salmon, and Steelhead have been listed under the California and Federal Endangered Species Acts throughout Del Norte, Humboldt, Mendocino, Siskiyou and Trinity Counties, and

WHEREAS, a significant portion of the habitat and the most abundant stocks for Chinook, Coho and Steelhead within California are within these five counties; and

WHEREAS, these rivers and watersheds cross county boundaries and require a concerted and coordinated effort to assure a balanced protection and restoration effort capable of assuring a more certain environmental and economic future for these Counties; and

WHEREAS, there are numerous policies and practices within the five Counties that affect salmonid populations as outlined in a 1998 assessment completed by the University of California Cooperative Extension (UCCE); the assessment identifies many opportunities to enhance county policies and practices for the purposes of salmonid conservation and restoration with benefits to county infrastructure; and

WHEREAS, the Counties have worked towards maintaining and restoring salmonid habitat while striving to assure economic stability within each County as the Five Counties Salmonid Conservation Program (5C) since 1999 by successfully implementing numerous conservation actions and strategies based on the UCCE Assessment; and

WHEREAS, the scope of the 5C work encompasses all of the watersheds in the Five Counties excepting the Russian and Sacramento River watersheds; and

WHEREAS, nearly all waters within the counties have been designated as water quality impaired due to sediment and/or temperature; there is a strong, widely recognized link between anadromous salmonid habitat and water quality; and

WHEREAS, the Five Counties and their residents will have the most direct environmental, economic, and social benefits to and impacts from the protection and restoration of the aforementioned species and improvement of water quality; and

WHEREAS, the County of Trinity (Trinity County) has been the legal, fiscal and administrative entity for 5C programs, grants, personnel and all other fiscal and legal matters since 1998 and beginning on the effective date of a memorandum of Agreement between Trinity County and the Council, those functions will be assumed by the Council; and

WHEREAS, the Counties and Council wish to replace all previously adopted MOA's, MOU's and Resolutions with this Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DEL NORTE, HUMBOLDT, MENDOCINO, SISKIYOU, AND TRINITY COUNTIES AND THE NORTHWEST CALIFORNIA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL THAT THE ORGANIZATION KNOWN AND DENOMINATED AS THE FIVE COUNTIES SALMONID CONSERVATION PROGRAM (5C) IS HEREBY REAFFIRMED, AS SET FORTH BELOW.

Section 1. Transfer of 5C Program's Fiscal and Administrative Management from Trinity County to the Northwest California Resource Conservation & Development Council

- A. The 5C staff and operations shall be transferred from Trinity County to the Northwest California Resource Conservation & Development Council on the effective date of this Agreement. The Council shall manage the 5C Program's fiscal, personnel, and legal obligations consistent with this Agreement.
- B. Counties and Council understand that both historic and evolving conservation strategies, goals and objectives shall guide the development of the 5C Program, which will be overseen and directed by the 5C Executive Committee as described in Sections 4 below.

Section 2. Purpose, Goals and Objectives

- A. Continue implementation of a 5C Conservation Strategy through the adoption of this MOA, consistent with the following Program Goals:

“To strive to protect the economic and social resources of Northwestern California by providing for the conservation and restoration of salmonid populations to healthy and sustainable levels and to base decisions on watershed rather than County boundaries”;

“Develop, utilize and implement incentive and educational conservations strategies to the extent practical and feasible. Work with local, state, and federal agencies and policy makers to assure local government participation in rule making and to effect a greater role for economic incentives and regulatory relief as a result of conservation actions”;

“Coordinate county strategies to achieve economically viable runs of anadromous fisheries, economically viable natural resources utilization, and to provide for sustainable growth. This will be done by pooling political and economic resources; seeking funding to implement conservation strategies sharing informational implementing adaptive policies to reflect the current best available information; and maintaining a communication link between the participating Counties”;

“Implement the 5C Conservation Strategy based on the work and products already completed and/or in progress and to develop additional work and products through updates of the 5C scope of work”;

“Integrate the 5C Program's Goals with the Council's “2008-2013 Area Plan” Goals”.

- B. Continue to provide comments on and/or participate, to the extent possible and in a manner mutually beneficial to all parties involved, in:
 - 1. the proposed listing of candidate species under state and federal Endangered Species Acts as approved by the 5C Executive Committee;

2. the designation of impaired water bodies under the federal Clean Water Act;
 3. proposed updates, amendments, and policies related to the Basin Plans as designated in the Porter Cologne Act; and
 4. proposed state or federal actions that would regulated activities within the scope of this MOA.
- C. Authorize the 5C Staff to prepare and submit grants and/or assist individual Counties and other entities in preparing grant applications to complete work set forth in this MOA. All grant awards and associated contracts that require funding by or from a County must be approved by that County's Board of Supervisors.
- D. The 5C Program staff shall coordinate with the appropriate county departments or agencies and provide to the individual Counties technical, administrative and other support services related to the Work Program, as grant funds allow.

Section 3. Conservation Strategies and Plan Elements

In accordance with the 5C Goals and Objectives, the 5C Program has undertaken multiple strategies and projects since its inception through the development of various elements that target different aspects of salmonid restoration and water quality/quantity improvement. The 5C Conservation Strategy has and shall continue to address, but not be limited to, the following:

- A. Land Use Element
1. Development of model conservation standards and incentive based tools for discretionary land use projects.
 2. Development of model environmental review guidelines to facilitate protection of salmonids and water quality.
 3. Working with regulatory agencies to consider non-regulatory alternatives, where practical or feasible, to proposed rules or standards that relate to natural resources, including water quality and salmonids, and may affect discretionary land use development or land use processes.
- B. Water Quality Element
1. Working with Counties to develop and recommend operational standards and best management practices to reduce sediment and other pollutants from County routine maintenance activities on County owned and operated roads, grounds and facilities.
 2. Working with Counties to develop and recommend incentive techniques, trainings and other tools to assist Counties in meeting state and local required water quality regulations for new development.
 3. Working with individual counties in the modification of road designs to provide for reduced maintenance and to minimize adverse effects to water quality while maintain County road standards for safety.
 4. Working with individual counties to identify, via erosion inventories completed as part of the 5C work program, roads and facilities that may have the potential to deliver sediment to streams. Working with individual counties to fund and implement modifications of roads and facilities (e.g., stream crossing upgrades, and other treatments designed to reduce sediment) that have been identified in the inventories. This work will be based on data, economic, and managerial considerations and prioritizations. Each County will review the work and consider implementation at its discretion.

C. Water Quantity Element

1. Assisting individual counties and special districts to address water availability, water reuse, reclamation, and conservation methods, including pursuing grants and other opportunities where appropriate.
2. Working with individual counties to develop methods, incentives and techniques to meter increased peak flows from impervious surface areas.
3. Working with individual counties to minimize effects of water withdrawal from streams for roads and land use development.
4. Assisting local organizations and agencies with workshops and dissemination of technical information on non-regulatory methods to reduce impacts to water quality and quantity and reduce or prevent water pollution.

D. Fish Passage Improvement Element

Working with individual counties in the identification and removal of barriers to fish passage associated with County facilities. Minimize non-county projects to those that are related to the 5C Goals and Objectives and which do not extend staff resources beyond their fiscal and staff capacity. Fish passage projects will be based on biological, economic, budgetary and managerial considerations and prioritizations.

E. Habitat Element

1. Identification and recommendation of opportunities for conservation and restoration of riparian and aquatic habitats that would benefit salmonids and/or water quality.
2. Development of model proposals to conserve functioning riparian, wetland and estuary habitats utilizing incentive based approaches.
3. Strengthen noxious and invasive species management, prevention, and eradication efforts while encouraging the establishment of suitable native species.

F. Outreach and Collaboration with Other Stakeholders Element

1. Development and implementation of educational outreach efforts to the public including urban stream programs, community outreach, and other venues to present conservation strategies.
2. Coordination with the public, agencies, and other conservation efforts to facilitate conservation strategies and implement County approved projects consistent with stated 5C goals. Coordinate with these parties on priority non-County projects with similar conservation goals to the extent that staff time and grant resources allow it and it does not interfere with priority County projects.
3. Participation in local, state, or federal forums or recovery processes, to the extent practical and feasible.
4. Assist with aspects of community wildfire protection plans and sustainable forestry management that contribute to protection of water quality and habitat maintenance.

G. Other Actions Needed to Implement Program Elements

1. Implement monitoring and reporting to determine strategy effectiveness, measure outcomes, perform adaptive management of projects, and modify conservation strategies as needed to ensure achievement of 5C goals.
2. Development of resource sharing agreements between counties for specialized equipment, bridges and staff assistance as needed.

Section 4. Operations, Authorities, and Responsibilities of Parties

- A. Council agrees to assume the administrative and management functions of the 5C Program from Trinity County and to continue to pursue grants, education, outreach, training, incentive based work products and other tasks of the 5C Program consistent with the terms specified in this Memorandum of Agreement and any subsequent revisions to the Agreement.
- B. Council agrees to establish and maintain a 5C Executive Committee to its Board of Directors to guide implementation of the 5C Program. The 5C Executive Committee shall consist of one member of the Board of Supervisors, and/or their designee, from each of the Counties of Del Norte, Humboldt, Mendocino, Siskiyou and Trinity as well as the chairperson, or designee, of the Council. The 5C Executive Committee will guide the Council's 5C Program staff on program activities, grant submittals or approvals.
- C. The 5C Program staff shall be employees of the Council and will consist of a Director and other personnel as necessary, based on fiscal plans approved by the 5C Executive Committee and Council. The Council and its staff when working with Counties are independent contractors.
- D. 5C Program Director and staff shall develop a 5C Program scope of work for review and approval by the 5C Executive Committee and Council. Individual member Counties shall be responsible for consideration of adoption and/or implementation of specific 5C products, trainings, and coordination of other activities within said County.
- E. County resources (in-kind and/or cash) to implement Program activities will be committed by each County at their own discretion excepting that each County shall provide \$15,000 in Fiscal Year 2008-09 or other time approved by the Council or its designee. These funds shall be used in part for Program grants which provide resources, implementation, and/or training to the Counties as well as reimburse Trinity County for certain indirect expenses incurred by the 5C Program as specified in Section 11 of Memorandum of Agreement (#08-177) between the County of Trinity and the Northwest California Resource Conservation & Development Council signed and effective 1/12/2009.
- F. 5C staff shall implement the approved scope of work through procurement of suitable grants matched to available County resources as outlined in Section 3 of this Agreement. Funding for the work elements necessary to maintain the basic 5C Program elements are secured under 5C "Program Grants" through one or more funding sources. Funding to implement specific, discrete projects such as migration barrier removal, road drainage modification, urban stream renewal, and similar design and construction grants is secured individually and is not part of the Program Grant tasks.
- G. Council shall provide 5C staff a detailed summary of costs associated with administering the 5C Program each fiscal year so that the 5C staff may budget and allocate those costs among the Program's grants.
- H. This agreement authorizes the Council to reimburse 5C member Counties for costs incurred to implement the 5C scope of work that is within the scope of the Program's grant contracts and eligible for reimbursement. Invoices from the Counties will be consistent with accounting procedures of the Council and grant agencies. All project work will be done to acceptable standards of the 5C Director and grant agencies. Council will reimburse each

member County for eligible expenses within 45 days after Council has received payment from the appropriate grant agencies.

- I. This agreement authorizes the 5C member Counties to reimburse the Council for costs incurred to implement 5C work that are identified as reimbursable expenses of County within the scopes of work of grant contracts, provided that invoices from Council are consistent with accounting procedures of the Counties and grant administrators and that all work was done to acceptable standards of the County. Counties will reimburse Council for eligible expenses within 45 days after County has received payment from the appropriate grant agencies.
- J. Council and Counties Responsibilities shall include:
 1. Provide representation through the 5C Executive Committee (as outlined in "B" above);
 2. Provide in-kind resources necessary to complete grant funded projects, committed by each County at their own discretion;
 3. Perform work as agreed upon by the individual County and the 5C staff that is included in the scope of work of a Program Grant(s) as described in the appropriate Statement of Work and Budget, consistent with the requirement of the Program Grant(s).
 4. Among other factors, consider the modification of existing or draft County policies based on information generated through the 5C's efforts when a change(s) to those policies would help to achieve the stated 5C goals and Conservation Strategy.
- K. Nothing in this MOA is intended to grant to the Council, or to any participating County, powers and authorities that they do not otherwise possess under the constitutions, statutes, laws and rules of the State of California or the United State of America.
- L. Nothing in this MOA shall be construed as limiting or affecting in any way the statutory authority or obligations of the parties to this MOA.
- M. Each County may choose to participate in or adopt some, or all, 5C Conservation Strategy elements to the extent that said County determines that the elements are: effective in meeting the goals set forth in this MOA; consistent with the General Plan, ordinances, and policies of said County; not already addressed by existing County policies; and not fiscally onerous to the County to implement. Each County Board of Supervisors retains the authority to decide which 5C work products, programs, or recommendations it will implement within its jurisdiction.
- N. Nothing in the 5C Conservation Strategy shall obligate Council or Counties to expend funds in any manner inconsistent with legal requirements for the use of such funds.
- O. Any member County may, at any time, withdraw from the 5C and this Agreement by adopting a resolution from its Board of Supervisors. The withdrawal of that member County shall become effective ninety (90) days after the resolution for withdrawal is received by the 5C Staff.

- P. 5C Program Staff shall consist of a 5C Director and Staff, established to manage and execute the 5C Program as described in Section I (Establishment) above, who shall provide coordination between the Council and participating Counties. This includes:
1. Reporting to the 5C Executive Committee at least quarterly and making presentations to the Council, individual Boards of Supervisors, Planning Commissions, and other entities as deemed necessary and appropriate by the 5C Executive Committee, its individual members, and/or the 5C Staff;
 2. Preparing grant applications, or assisting the Counties in preparing applications, to complete work set forth in this MOA;
 3. Coordinating with the appropriate County departments to develop and implement the 5C Scope of Work;
 4. Administering and managing the work done under the 5C Program grant contracts. This includes preparing invoices, progress reports, and other grant contract requirements;
 5. Coordinating with the Executive Committee and Council on executing the 5C work to ensure compliance with the financial requirements and processes of the Council (e.g., billing and contracting procedures);
 6. Providing to the Counties, at their request, any technical, administrative, or other services related to the Scope of Work that further 5C goals and are funded through grants;
 7. Providing, with prior Executive Committee and Council approval, services similar to those described above to non-member cities, Counties, special districts, agencies, non-profits and individuals where program funding provides for full cost reimbursement and furthers 5C Program goals;
 8. Immediately notifying the remaining member Counties in the event that any member County(ies) withdraws from the 5C Program as described in "O" above and provide them with copies of the resolution for withdrawal.

Section 5. Public Involvement

The Council, Counties, and 5C Staff are committed to continued public outreach and education. Public review of any document prepared for adoption by the Council or County(ies) and any modifications after preparation will be made available for public review prior to any final action by the Boards of Supervisors.

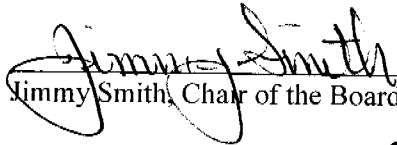
Section 6. Indemnification

Counties and Council agree that each party shall defend, indemnify and hold the other parties, their officers, employees and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

Section 7. Amendments to Agreement

All amendments to this Agreement shall be in writing and approved by the parties of this Agreement.

BE IT FURTHER RESOLVED AND ORDERED that this MOA shall replace and supersede prior MOAs between the Five Counties.


Jimmy Smith, Chair of the Board

Adopted on motion by Supervisor DUFFY, seconded by Supervisor NEELY and the following vote:

AYES: Supervisors-- NEELY DUFFY LOVELACE CLENDENEN SMITH
NOES: Supervisors--
ABSENT: Supervisors--
ABSTAIN: Supervisors--

STATE OF CALIFORNIA)
) ss.
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.

IN WITNESS WHEREOF, I have hereunto
set my hand and affixed the Seal of
said Board of Supervisors

KATHY HAYES

Clerk of the Board of Supervisors of
the County of Humboldt, State of
California

By  Deputy

The foregoing Agreement is hereby adopted by the Northwest California Resource Conservation & Development Council:

Patrick Truman, President
Northwest California Resource
Conservation & Development Council
PO Box 2183
Weaverville CA 96093-2183

Dated: _____

BE IT FURTHER RESOLVED AND ORDERED that this MOA shall replace and supersede prior MOAs between the Five Counties.

Jimmy Smith, Chair of the Board

Adopted on motion by Supervisor _____, seconded by Supervisor _____ and the following vote:

AYES: Supervisors--
NOES: Supervisors--
ABSENT: Supervisors--
ABSTAIN: Supervisors--

STATE OF CALIFORNIA)
) ss.
County of Humboldt)

I, KATHY HAYES, Clerk of the Board of Supervisors, County of Humboldt, State of California, do hereby certify the foregoing to be a full, true and correct copy of the original made in the above-entitled matter by said Board of Supervisors at a meeting held in Eureka, California as the same now appears of record in my office.

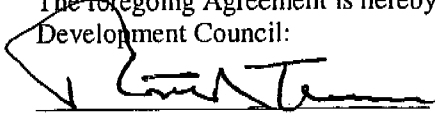
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of said Board of Supervisors

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By _____

The foregoing Agreement is hereby adopted by the Northwest California Resource Conservation & Development Council:


Patrick Truman, President
Northwest California Resource Conservation & Development Council
PO Box 2183
Weaverville CA 96093-2183

Dated: 04-20-09