

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MODOC COUNTY RESOURCE CONSERVATION DISTRICT
AND
LASSEN-MODOC FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

This Memorandum of Understanding (“MOU”) is made and entered into this 24TH day of June 2025, between the **Modoc Resource Conservation District, a Special District (“Modoc RCD”)**, and the **Lassen-Modoc County Flood Control and Water Conservation District, a Special District (“District”)**.

WHEREAS, the Modoc RCD is committed to supporting projects that promote the sustainability and responsible management of natural resources within Modoc County; and

WHEREAS, the District has boundaries that enter into Modoc County, and the Big Valley Groundwater basin is shared between the counties of Modoc and Lassen, falling within the service territory of the District; and

WHEREAS, direction was given to Modoc County staff during the regular meeting of the District on the 24th day of June 2024, to develop a Memorandum of Understanding (MOU) between the District and an RCD to continue the monitoring program for the “District”; and

WHEREAS, as directed by the District, Modoc County staff on behalf of the District attended a Pit River Resource Conservation District meeting on February 13, 2025, to inquire about facilitating monitoring services and District activities for the District which the Pit River RCD reported could not be completed at this time due to a lack of staffing capacity; and

WHEREAS, as directed by the District, Modoc County staff then approached the Modoc RCD to inquire about facilitating monitoring services and District activities for the District.

NOW, THEREFORE, the parties agree as follows:

I. SERVICES TO BE PROVIDED BY MODOC RCD:

Modoc RCD agrees to collect, assess, and facilitate District activities for the voluntary well meter program. Modoc RCD further agrees to provide outreach on behalf of the District to potentially update and advertise for landowner agreements for observation purposes and incorporate data into the Big Valley Groundwater Sustainability Plan by working with the Lassen Groundwater Sustainability Agency and the Modoc Groundwater Sustainability Agency (GSP). The Modoc RCD further agrees to provide services to facilitate replacement or installation of flow meters and telemetry devices through contracted services with the District upon the

acknowledgement of the landowners to participate in the District's observation program under the terms of the District's budget. The District reserves the right to engage in sub-contract agreements to perform the duties and responsibilities listed in this MOU.

II. CONTRACT SUM

The Modoc RCD and the District agree to the following rate schedule to collect, assess, and facilitate District activities as detailed in "Exhibit A" for the voluntary well meter program.

The maximum amount to be paid under this MOU shall not exceed twenty-five thousand dollars (\$25,000.00). In the event that expenses exceed twenty-five thousand dollars (\$25,000.00), Modoc RCD may request renegotiation of the not-to-exceed amount under the terms of this MOU upon written notice and the parties shall renegotiate in good faith.

III. PAYMENT

District shall pay Modoc RCD at the established hourly rate detailed in "Exhibit A" within thirty (30) days following the submission of an invoice and all supporting documents as reasonably required by the District.

IV. DUTIES AND RESPONSIBILITIES OF DISTRICT:

The District agrees to provide all data collected from the District's monitoring and acknowledges that such information may be used in the Big Valley Groundwater Sustainability Plan (GSP), which is to be managed by the Lassen Groundwater Sustainability Agency and the Modoc Groundwater Sustainability Agency (GSP).

V. INSURANCE: Each party shall procure and maintain for the duration of the MOU insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of their work hereunder and the results of that work by their agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance:

- A. Each party shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage bodily injury and personal & advertising injury with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.
- B. Each party shall also provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1), or if the Agency has no owned autos, hired (Code 8) and non-owned autos (Code 9).

- C. **WORKER'S COMPENSATION:** Each party acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the work of this MOU.
- D. The coverages listed above in III (A), and (B), are being maintained by "District" solely as a result of the County of Modoc and Lassen each endorsing "District" on their respective general liability policies. Coverage (C) is being maintained by "District" solely as a result of the County of Modoc and Lassen (the Boards of Supervisors of each whom are ex-officio members of the governing body of the "District" each listing "District" on their respective lists of covered boards and commissions. The listing and continued coverage (for the coverages listed above) of "District" by both Lassen County and Modoc County's is a condition precedent to the continued existence of this agreement. A separate memorandum between Lassen and Modoc Counties detailing the agreement to mutually cover "District" shall remain in effect for the term of this memorandum.

Claims for money or damages presented to "District" as a result of any activities performed pursuant to this memorandum, because of the self-insured nature of both Lassen and Modoc County, shall be, to the extent they are paid, shared equally as administered by Trindel Insurance Company (up to the \$250,000.00 reserve).

- VI. MUTUAL INDEMNIFICATION:** District agrees to protect, indemnify, and save harmless Modoc RCD and its officers, officials, employees, and volunteers, from and against all claims, demands, and causes of action by District's employees or third parties on account of personal injuries or death or an account of property damages arising out of the work to be performed by District hereunder and resulting from the negligent act or omissions of District, District's agents, employees, or subcontractors.

Modoc RCD agrees to protect, indemnify, and save harmless District and its officers, officials, employees, and volunteers, from and against all claims, demands, and causes of action by Modoc RCD's employees or third parties on account of personal injuries or death or an account of property damages arising out of the work to be performed by Modoc RCD hereunder and resulting from the negligent act or omissions of Modoc RCD, Modoc RCD's agents, employees, or subcontractors.

- VII. COMPLIANCE WITH APPLICABLE LAWS:** Both parties shall comply with any and all federal, state, and local laws affecting the services covered by this MOU.
- VIII. CONFIDENTIALITY:** All information and records obtained in the course of providing services under this MOU shall be confidential and shall not be open to examination

for any purpose not directly connected to the administration of this program. Both parties shall comply with State and Federal requirements regarding confidential information.

- IX. LICENSING AND PERMITS:** District shall acquire and maintain the appropriate licenses throughout the life of this Agreement. District shall also obtain any and all permits which might be required by the work to be performed herein.
- X. RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performance of the services herein, each party and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the other party.
- XI. TERM OF AGREEMENT:** This MOU shall commence on June 24, 2025, and shall terminate on June 23, 2026.
- XII. TERMINATION:** Either party hereto may terminate this MOU for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other parties and be sent by registered mail.
- XIII. NOTICES:** All notices, demands, requests or other communication required or permitted to be given hereunder ("Notices") shall be in writing and sent by First Class United States Mail, postage prepaid to the following address:

County's address for notice:

*Modoc Resource Conservation District
Attn: Executive Director
221 West 8th Street
Alturas, CA 96101
(530) 233-4137 Ext: 115*

Lassen-Modoc County Flood Control and Water Conservation District
address for notice:

*Lassen-Modoc County Flood Control and Water Conservation District
Attn: Clerk of the Board
220 S. Lassen St., Ste 5
Susanville, CA 96130*

- XIV. AMENDMENT:** The provisions of this MOU may not be modified, except by a written instrument signed by both parties.

- XV. ENTIRE AGREEMENT:** This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.
- XVI. DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this MOU pursuant to their governing instruments, without the need for any further action, and that the person(s) executing this MOU on behalf of each party are the duly designated agents of each party and are authorized to do so.
- XVII. JURISDICTION AND VENUE:** This MOU and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this MOU shall be in Modoc County, California.
- XVIII. SEVERABILITY:** If any provision of this MOU is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XIX. WAIVER:** No provision of this Agreement or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this MOU effective as of the date first written above.

**MODOC RESOURCE
CONSERVATION DISTRICT:**

**LASSEN-MODOC COUNTY FLOOD
CONTROL AND WATER**

Name: Erika Forrest

Name: _____

By: _____
President
Modoc RCD

By: _____
Chair
Lassen-Modoc County Flood Control and
Water Conservation District

Date: _____

Date: _____

APPROVED AS TO FORM:

By: _____

District Counsel

ATTEST:

By: _____
Michele Yderraga
Deputy Clerk of the Board

Exhibit A
TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN
THE MODOC COUNTY RESOURCE CONSERVATION DISTRICT
AND
LASSEN-MODOC FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Services to be provided under the terms of this MOU may include the following:

- Spring and Fall readings of the flow meters
- Set up of the data logger application on the meters
- Documentation of meter locations for the sustainability of the program
- Following the bidding requirements, procure a contract to present to the "District" on calibration, inspection of the meters to ensure the accuracy of the data, and a proposal on the potential of cellular reporting of the data from the meters to increase the sustainability of the program
- Conduct landowner outreach to expand the program to individuals who voluntarily agree to become part of the program
- Following the bidding requirements, procure a contract to present to the "District" for the installation of new meters for willing participants in the program
- Develop a data collection sheet and continue to improve the data collected at each meter location
- Any other activities directed by the "District" in relation to the voluntary well meter program

Modoc RCD hourly rates are as follows:

MRCD hourly rates: Executive Director \$57.00/hour
Program Manager \$57.00/hour
Assistant Program Manager \$48.00/hour

Mileage will be calculated at the IRS mileage rate with a travel form detailing mileage and date of activity.