

Clear Lake Watershed and *Chi* Memorandum of Understanding Co-Management Agreement

The following Parties hereby enter into this Memorandum of Understanding Co-Management Agreement (Agreement) for the stewardship and co-management of Clear Lake watershed and the Clear Lake hitch (most commonly also known as the *Chi* in Pomo or *Şátti* in Lake Miwok) as of the date of the latest signature below: Habematolel Pomo of Upper Lake, Robinson Rancheria of Pomo Indians of California, Big Valley Band of Pomo Indians, Middletown Rancheria of Pomo Indians of California, Scotts Valley Band of Pomo Indians, Elem Indian Colony, Koi Nation of Northern California (collectively “Federally Recognized Tribal Parties”), the California Natural Resources Agency (CNRA), the California Environmental Protection Agency (CalEPA), the California Department of Fish and Wildlife (CDFW), the California Department of Parks and Recreation (State Parks), the California State Lands Commission (SLC), the California Conservation Corps (CCC), the California State Water Resources Control Board (State Water Board), the Central Valley Regional Water Quality Control Board (Central Valley Water Board), the County of Lake, Lake County Watershed Protection District, the City of Clearlake, and the City of Lakeport (collectively “Non-Tribal Parties”)(all parties to the Agreement collectively “Parties” and individually “Party”)(Appendix 1).

Intent and Purpose

Clear Lake and its watershed sit at the heart of the ancestral homelands of Pomo and Lake Miwok peoples, whose cultures, economies, and identities have been shaped by these waters for millennia. The *Chi* (*Şátti*), also known as the Clear Lake hitch, is not only a native species—it is a cultural relative and a teacher—and we all have a responsibility to the species, Clear Lake, and each other. Yet today *Chi* (*Şátti*) populations persist in a system stressed by climate change, altered hydrology, legacy contamination, invasive species, fragmented governance, and historic injustice. These challenges cannot be solved by any single government acting alone. They must be addressed by a collective commitment to action.

This Agreement is not legally binding nor is it intended to be the final form of co-management. It is a written resource of the Parties commitment to continue strengthening a collaborative working relationship that builds on the regional efforts of past and present leaders and experts. This Agreement establishes a shared path toward stronger coordination, more meaningful power-sharing, and durable working relationships capable of restoring *Chi* (*Şátti*), healing waters, and rebuilding trust.

This Agreement commits the Parties to: (a) clarifying roles and responsibilities to work together more effectively (Appendix 2); (b) describing the planning and coordination tools that function as living documents for organization,

accountability, and coordination; and (c) a sustained, long-term effort for the health of the *Chi (Şátti)*, the watershed, and Clear Lake communities.

Recitals

WHEREAS the Parties recognize the urgent need for coordinated action to recover *Chi (Şátti)* populations and address harmful algal blooms, legacy mercury contamination, watershed degradation, and other environmental challenges affecting the Clear Lake watershed;

WHEREAS federally recognized tribal governments are sovereign governments with inherent authority and cultural responsibilities tied to the stewardship of the Clear Lake watershed;

WHEREAS the State of California has acknowledged historical injustices experienced by tribal communities and has expressed a commitment to expanding opportunities for tribal co-management of ancestral lands and waters;

WHEREAS Government Code Section 11019.82 (AB 1284 Ramos (2024)) “encourages the Natural Resources Agency to enter into cogovernance and comanagement agreements with federally recognized tribes” and defines “comanagement” as “a collaborative effort established through an agreement in which two or more sovereigns mutually negotiate, define, and allocate amongst themselves the sharing of management functions and responsibilities for a given territory, area, or set of natural resources”;

WHEREAS multiple agencies and jurisdictions hold authorities related to water, land, wildlife, public health, and environmental protection in the Clear Lake watershed;

WHEREAS effective recovery of the *Chi (Şátti)* and improvement of watershed health requires coordination across sovereign governments, agencies, and local jurisdictions;

WHEREAS in 2017, Assembly Bill 707 (Aguiar-Curry 2017) established the 15-member Blue Ribbon Committee for the Rehabilitation of Clear Lake with appointed representatives from California Native American tribes, County of Lake, UC Davis and the Central Valley Regional Water Quality Control Board, and Lake County organizations with expertise in agriculture, economic development, environment and public water supplies to study and recommend projects to rehabilitate Clear Lake and improve Lake County’s economy, ecosystem, and heritage;

WHEREAS in September 2022, the Big Valley Band of Pomo Indians, Habematolel Pomo of Upper Lake, Middletown Rancheria of Pomo Indians of California, Robinson Rancheria of Pomo Indians of California, Scotts Valley Band of Pomo Indians, and CDFW created the Clear Lake Hitch Task Force (Task Force) in response to a request from California Native American tribes’ for emergency response to prevent the extinction of the *Chi (Şátti)* and to ensure that tribal governments have meaningful and timely input on resource management decisions and courses of action;

WHEREAS in 2023, other state and local government agencies, including the State

Water Board, joined the Task Force and California recognized the drought-related harm to native fish in the Clear Lake Watershed through Executive Order N-5-23, which directed state agencies to work with Native American tribes in the Clear Lake watershed.

WHEREAS in 2026, CDFW began the process to develop the Clear Lake Hitch Recovery Plan under California Fish and Game Code §2079.1 in partnership with representatives serving on the Task Force.

WHEREAS the Task Force has coordinated conservation, monitoring, and management actions intended to prevent further decline, and enable the recovery of *Chi (Şátti)* across local, state, and federal agencies, and tribal governments and provided immediate and long-term coordination, support, and response to declining hitch populations;

WHEREAS the Parties have identified the following core objectives during the February 2026 Clear Lake Hitch Summit necessary to pursue meaningful co-management of the Clear Lake watershed and *Chi (Şátti)*:

- A. **Strategic Coordination** - Improve coordination among the Parties to reduce duplication, align priorities, and establish consistent planning and communication processes.
- B. **Addressing Historical Wrongs and Elevating Tribal Leadership** - Increase shared understanding of current impacts of historical wrongs and identify tangible actions to bring present day healing for tribal communities.
- C. **Capacity for Funding and Grants Management** - Increase the collective capacity of the Parties to seek, manage, and/or administer grants supporting watershed restoration and *Chi (Şátti)* recovery.
- D. **Enforcement and Compliance** - Strengthen enforcement coordination and communication with the Parties related to water use, pollution, illegal dumping, habitat impacts, illegal cannabis grows, and other activities affecting the Clear Lake watershed.
- E. **Permitting and Regulatory Efficiency** - Promote more efficient permitting pathways, including exploration of programmatic and Cutting Green Tape approaches that can reduce barriers for restoration projects.
- F. **Tribal Leadership and Tribal and Local Workforce Development** - Support increased tribal and local workforce and participation in watershed stewardship and recovery work.
- G. **Communication, Data Sharing, and Accountability** - Improve information sharing, coordination tools, and reporting mechanisms among the Parties, while protecting sensitive and confidential information of the Parties and respecting tribal data sovereignty of the Federally Recognized Tribal Parties. Nothing in this Agreement requires a tribe to disclose confidential, culturally sensitive, proprietary or Traditional Ecological Knowledge absent the Tribe's consent.

NOW, THEREFORE, the Parties agree to the following non-legally binding terms in pursuit of meaningful co-management:

Section I – Areas of Collaboration Pursuant to this Agreement

This Agreement provides the overarching framework for collaboration among the Parties and operates within a multi-level coordination structure that includes the Clear Lake Hitch Task Force discussed in Section III.

The Parties agree to work together on following areas of collaboration.

- A. Identifying and Addressing Historical Wrongs for Present Day Healing
- B. *Chi* (Şátti) Recovery and Habitat Restoration
- C. Water Quality, Harmful Algal Blooms, and Toxins
- D. Native Species Recovery and Invasive Species Control
- E. Enforcement and Watershed Protection
- F. Research, Monitoring, and Knowledge and Data Sharing
- G. Communication, Public Engagement, and Education
- H. Workforce Development and Training

Section II – Geographic Area

This Agreement applies to the Clear Lake watershed and basin, including Clear Lake itself and its tributaries, as depicted in Appendix 3. The Parties recognize that this area lies within the ancestral territories of Pomo and Lake Miwok tribes and represents an interconnected ecological and cultural landscape.

Section III – Related Activities

A. Clear Lake Hitch Task Force

The Parties understand that the Clear Lake Hitch Task Force (Task Force) serves as a coordination and communication forum where tribal representatives and senior-level agency representatives review, develop, and implement recommendations that support recovery and protection of the *Chi* (Şátti). The Parties understand that the Task Force is guided by a Charter (Appendix 4) that describes membership, roles, responsibilities, meeting schedules, and coordination mechanisms, and the role of the Task Force Facilitator. The Parties also understand that the Task Force intends to review and update the Charter every three to five years. However, no party is obligated to undertake any particular action absent separate approval, funding, or legal authority.

B. Annual Work Plan

The Parties to this Agreement understand that the Task Force develops an annual informal work plan (Annual Work Plan) with flexibility to adapt to changing conditions. The Annual Work Plan identifies priority actions for the coming year and guides the work of the Task Force members and working groups. Development of the Annual Work Plan will be done in coordination with the Parties and informed by leadership during the biennial *Chi* Leadership Summit and other meetings as

necessary.

C. Biennial Leadership Summit

The Parties understand that the Task Force coordinates an in-person *Chi (Şátti)* Leadership Summit once every two years where tribal leaders, executive-level agency representatives, and the Parties provide strategic direction, review progress on conservation efforts, and inform priorities for Annual Work Plans.

D. Clear Lake Hitch Recovery Planning

The Parties reaffirm their commitment to the development of the Clear Lake Hitch Recovery Plan, led by the CDFW. The Recovery Plan will serve as a key organizing framework for research, monitoring, restoration, and coordination efforts. The scope of collaboration under this Agreement extends beyond the Recovery Plan's boundaries, requiring ongoing coordination to ensure alignment between these efforts.

Section IV – Sovereign Immunity

- A. Nothing in this Agreement shall be interpreted as a waiver or limitation of the sovereign immunity of any Federally Recognized Tribal Parties participating in this Agreement.
- B. The Parties acknowledge that some contracts, grants, deeds, or other agreements entered into by the Parties as part of implementation of specific actions under this Agreement may require a limited waiver of sovereign immunity. Non-Tribal Parties will inform Federally Recognized Tribal Parties as soon as feasibly possible if a limited waiver of sovereign immunity is required. The need for a limited waiver of sovereign immunity will be determined on a case-by-case basis, dependent on the type and scope of the project, and as required under tribal, federal, and state law.
- C. Non-Tribal Parties will avoid seeking a limited waiver of sovereign immunity when possible. Non-Tribal Parties are committed to working collaboratively with Federally Recognized Tribal Parties on tailoring limited waiver of sovereign immunity terms to support tribal priorities while also meeting the Non-Tribal Parties' legal obligations under all applicable laws.

Section V – Term and Annual Agreement Meeting

- A. This Agreement shall take effect upon the date of the final signature and shall remain in effect for a period of five years and shall automatically renew at the end of each term. The Parties shall meet at the end of each term to determine if any amendments are needed or to terminate the Agreement. If no changes are made upon such meeting at the end of the term, the Parties are not required to re-sign the Agreement.
- B. The Parties shall meet at least annually to discuss the implementation of this Agreement. The Parties are encouraged to meet more frequently and can establish smaller working groups as needed to accomplish the intentions of this Agreement.

Section VI – Additional Terms

- A. **Not Construed Against Drafter.** The Parties acknowledge that they have had an adequate opportunity to review each, and every provision contained in this Agreement, including the opportunity to submit the same to legal counsel for review and comment.
- B. **Amendments in Writing.** This Agreement can only be amended in writing by mutual consent of all Parties. The Parties acknowledge that the scope of the Agreement may be adjusted to meet present and growing needs. Any additional or changed scopes will use the amendment process in this subsection. The amendment process shall be used for the inclusion of additional parties to the Agreement and include new signatories. Changes made to Appendix 2 and Appendix 4 do not require formal amendments to this Agreement. A Party making changes to that Party's section of Appendix 2 commits to notifying all other Parties to the Agreement within 10 days after making the change. The Task Force will inform the Parties at the Biennial Leadership Summit of any changes made to Appendix 4.
- C. **Participation in Similar Activities.** This Agreement in no way restricts the Parties from participating in similar activities with each other or other Native American tribes, public or private agencies, organizations, and individuals who are not parties to this Agreement. In the event of contradicting terms or commitments between different agreements with some of the Parties to this Agreement, the parties involved in the separate agreements shall meet and confer to address contradictions. In the event of a dispute in interpreting contradictions between multiple agreements, the disputing parties agree to follow the Section VI (N) of this Agreement.
- D. **No-Fund Obligation Document.** Nothing in this Agreement shall obligate Parties to transfer or spend any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This Agreement does not provide such authority. Negotiation, execution, and administration of such agreements must comply with all applicable statutes and regulations.
- E. **No Legal Obligations, Rights, or Remedies.** This Agreement is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Agreement are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from the Agreement.
- F. **Availability of Personnel and Resources.** This Agreement does not involve the exchange of funds, nor does it represent any obligation of funds by either

Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this Agreement will be assumed by the Party that incurs them, unless otherwise expressly agreed in a separate written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Agreement are subject to the availability of funds, personnel and other resources of each Party.

- G. **Personnel Designated by a Party.** The personnel designated by a Party to facilitate the objectives of this Agreement will work under the orders and responsibilities of that Party at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.
- H. **Compliance with Applicable Laws.** This Agreement shall be construed consistent with all applicable laws, and activities undertaken in connection with this Agreement shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws. Parties acknowledge that state and local governments are subject to the California Public Records Act, Government Code Section 7920.000 – 7931.000 and may have to disclose information shared pursuant to this Agreement. **Federally Recognized Tribal Parties can withhold information protected under tribal or other applicable law.**
- I. **Interpretation and Application.** Any differences that may arise in relation to the interpretation or application of this Agreement will be resolved through consultations between the Parties, which will endeavor in good faith to resolve such differences. In the event of a dispute involving the interpretation or implementation of this Agreement, the disputing parties agree to follow the Section VII (N) of this Agreement.
- J. **Responsibility of the Parties.** The Parties and their respective agencies and offices will be responsible for their own activities and use their own resources, including the expenditure of their own funds, in pursuing these objectives.
- K. **No Third-Party Beneficiaries:** This Agreement is made for the sole benefit of the Parties and no other person or entity shall have any rights or remedies under or by reason of this Agreement. Nothing in this Agreement may be the basis of any third-party challenges or appeals.
- L. **Existing Rights.** The Parties each retain all rights, responsibilities, and authorities provided for by law or the absence thereof and nothing in this Agreement extinguishes any such rights, responsibilities, or authorities. Nothing in this Agreement delegates any rights, responsibilities, or authorities provided by law to any Party. Nothing in this Agreement delegates or otherwise prevents, compromises, or precludes each Party from exercising all rights, responsibilities, or authorities provided by law.
- M. **Assignment.** This Agreement is not assignable to others not party to this Agreement, in whole or in part.

N. **Disputes.** If a dispute arises involving the interpretation or implementation of this Agreement, the Parties shall meet and confer in a good faith attempt to resolve the dispute.

a. In a dispute between some, but not all, Parties to the Agreement, the disputing Parties shall meet and confer in good faith at least 60 days after notice of a dispute to resolve the dispute. If the dispute isn't resolved, all Parties shall meet and confer in good faith at least 60 days after receiving notice that the disputing parties were not able to resolve the dispute.

b. To the extent possible, all Parties shall ensure that any dispute will not disrupt the intentions and work plans set forth under this Agreement.

O. **Withdrawal.** A Party may withdraw from this Agreement for any reason upon 60 days written notice to all other Parties; the withdrawal of one Party will not terminate the Agreement for the other Parties still signed in effect.

P. **Termination.** The Agreement terminates if all Parties withdraw from the Agreement or if only one Party remains still signed in effect.

Q. **Authorized Representatives.** By signature below, each Party certifies that the individuals listed in this Agreement as representatives of that Party are authorized to act for the Party in the respective areas for matters related to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

Habematolel Pomo of Upper Lake

By: _____

Date: _____

Danielle Cirelli, Chairperson

Robinson Rancheria of Pomo Indians of California

By: _____

Date: _____

Sonja Drace Poe, Chairperson

Big Valley Band of Pomo Indians

By: _____

Date: _____

Flaman McCloud, Chairperson

Middletown Rancheria of Pomo Indians of California

By: _____

Date: _____

Jose "Moke" Simon III, Chairperson

Scotts Valley Band of Pomo Indians

By: _____

Date: _____

Shawn Davis, Tribal Chairman

Elem Indian Colony

By: _____

Date: _____

Agustin Garcia, Chairperson

Koi Nation of Northern California

By: _____

Date: _____

Darin Beltran, Chairperson

California Natural Resources Agency

By: _____

Date: _____

Wade Crowfoot, Secretary

California Environmental Protection Agency

By: _____ Date: _____

Yana Garcia, Secretary

California Department of Fish and Wildlife

By: _____ Date: _____

Meghan Hertel, Director

California Department of Parks and Recreation

By: _____ Date: _____

Armando Quintero, Director

State Lands Commission

By: _____ Date: _____

Matthew Dumlao, Executive Officer

California Conservation Corps

By: _____ Date: _____

Jarred "JP" Patton, Director

California State Water Resources Control Board

By: _____ Date: _____

Eric Oppenheimer, Executive Director

Central Valley Regional Water Quality Control Board

By: _____ Date: _____
Patrick Pulupa, Executive Officer

Department of Pesticide Regulation

By: _____ Date: _____
Karen Morrison, Director

Department of Toxic Substance Control

By: _____ Date: _____
Katherine Butler, Director

Office of Environmental Health and Hazard Assessment

By: _____ Date: _____
Kristina (Kris) Thayer, Director

California's Department of Resources Recycling and Recovery

By: _____ Date: _____
Zoe Heller, Director

County of Lake

By: _____ Date: _____
Susan Parker, County Administrative Officer

Lake County Watershed Protection District

By: _____ Date: _____

Pawan Upadhyay, Water Resources Director

City of Lakeport

By: _____ Date: _____

Brandon Disney, Mayor

City of Clearlake

By: _____ Date: _____

Alan Flora, City Manager

DRAFT

Appendix 1 – Participating Governments

1. Habematolel Pomo of Upper Lake
2. Robinson Rancheria of Pomo Indians of California
3. Big Valley Band of Pomo Indians
4. Middletown Rancheria of Pomo Indians of California
5. Scotts Valley Band of Pomo Indians
6. Elem Indian Colony
7. Koi Nation of Northern California
8. California Natural Resources Agency
9. California Environmental Protection Agency
10. California Department of Fish and Wildlife
11. California Department of Parks and Recreation
12. California State Lands Commission
13. California Conservation Corps
14. California State Water Resources Control Board
15. Central Valley Regional Water Quality Control Board
16. Department of Pesticide Regulation
17. Department of Resources Recycling and Recovery
18. Department of Toxic Substances Control
19. Office of Environmental Health and Hazard Assessment
20. County of Lake
21. Lake County Watershed Protection District
22. City of Clearlake
23. City of Lakeport

Appendix 2 – Party Contributions and Points of Contact

Each Party shall include and update at least annually during the annual Agreement meeting the following information:

- A. Areas of Interest or Influence in *Chi* (Şatti) Recovery
- B. Current Commitments and Activities
- C. Coordination Roles or Responsibilities
- D. Primary Point of Contact
- E. Secondary Point of Contact

DRAFT

Habematolel Pomo of Upper Lake

Habematolel is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the tribe's adopted modern day constitution on May 12, 2004, and the Chairperson of the Executive Council acts on behalf of Habematolel and designates their Environmental Director as authorized tribal representatives for the purposes of implementation of this Agreement;

Areas of Interest or Influence in *Chi (Şátti)* Recovery

- Implementation of projects prioritizing the Clear Lake hitch.

Current Commitments and Activities

- Conservation of native species.
- Invasive species management in the riparian corridor of the Middle-Scotts Creek Watershed.
- Collecting and analyzing data of the Clear Lake hitch and its habitat.

Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Daniella Cazares
- Title: Environmental Director
- Email: dcazares@hpultribe-nsn.gov
- Phone Number: (707)900-6938

Secondary Point of Contact for the Agreement

- Name: Michael Marcks
- Title: Vice Chair, Executive Council
- Email: mmarcks@hpultribe-nsn.gov
- Phone Number: (707)900-6907

Robinson Rancheria of Pomo Indians of California

Robinson Rancheria is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the U.S. Bureau of Indian Affairs (BIA) and the Chairperson of the Tribal Council acts on behalf of Robinson Rancheria and designates the Fish and Wildlife Director for the Danoxa Fish and Wildlife Department as authorized tribal representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Habitat Restoration and Assessment
- Genetic Analysis
- Life cycle difference between sub-populations
- Interactions with predators
- Eco-system function

Current Commitments and Activities

- Monitoring during invasive species projects
- Monitoring as sub-contractors on other projects
- Fish rescue and salvage events.
- Consulting on activities that would affect the ecology of the hitch

Coordination Roles or Responsibilities

- Interagency and Tribal Coordination
- Fisheries Monitoring and Data Integration
- Habitat Restoration Coordination
- Spawning and Migration Monitoring
- Research and Special Studies Coordination
- Grant Development and Project Management
- Community Outreach and Education
- Regulatory and Policy Coordination
- Data Management and Reporting

Primary Point of Contact for the Agreement

- Name: Luis Santana
- Title: Fish and Wildlife Director
- Email: lsantana@rrcbc-nsn.gov
- Phone Number: (707)572-9688

Big Valley Band of Pomo Indians

Big Valley Band is a sovereign, self-governing, federally recognized American Indian Tribe as defined by Department of the Interior and the Chairperson of the Tribal Council acts on behalf of Big Valley Band and designates Flaman McCloud, Jr as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- The Tribe's participation in this Co-Management Agreement upholds its connections and responsibilities to Clear Lake and its watershed. Under this Agreement, the Tribe's core priorities include ensuring the health of human communities, culturally significant plants and animals, Clear Lake's water quality, and the broader ecosystem, thereby supporting the sustainable use of resources for both economic vitality and the preservation of cultural heritage.
 1. The Tribe identifies the recovery of Chi as a central cultural and ecological stewardship priority, recognizing the species as vital to Tribal identity, traditional practices, and subsistence.
 2. In order to better understand ecosystem health to support the Chi and the watershed, the Tribe has developed a water/tissue monitoring program that documents water chemistry, harmful algal blooms, invasive species, pollutants such as pesticides, VOCs and stormwater runoff. This program will continue to operate to document the water quality and impacts on Chi and human usage.
 3. The Tribe has noted water depletions for the past several decades in the Big Valley subwatershed which have created disconnection within the creeks. The Tribe has worked with others to rescue hitch during these disconnections and many hitch do not survive the rescue. The Tribe has a keen interest in ensuring enough flow throughout the full hitch spawning season in the local creeks. This has led to research to characterize groundwater surface water interactions including regular flow monitoring and review of water rights and water diversions. Other water quantity issues researched by the Tribe includes 2D modeling and reviewing data from pressure transducers in creeks and nearby wells. Both observational data as well as our scientific programmatic data collection shows that surface water is impacted in some areas by groundwater pumping. The Tribe wants to identify those areas and ensure that policies exist to prevent impacts that harm the chi during their spawning and growth seasons.

Current Commitments and Activities

- Current commitments include outreach and education about water quantity and water quality impacts on the Chi and overall ecosystem health. Formats for outreach and education include the Tribe's environmental pages www.bvrancheria.com/epa, www.bvrancheria.com/clearlakecyanotoxins, www.facebook.com/clearlakewaterquality
- Tribal projects for water quality monitoring, TMDL monitoring for chlorophyll-a, fish tissue testing for cyanotoxins, methylmercury and pesticides
- Tribal projects for restoration including Blue Ribbon Committee projects for habitat restoration, groundwater dependent ecosystems, bank enhancement, nutrient management, invasive species removal and tule and native vegetation replanting and fish passage projects
- Tribal projects for fuels management and cultural burning
- Tribal beneficial use development to protect water quality for Tribal traditional uses

Coordination Roles or Responsibilities

- Participating in this agreement
- Regular involvement in Clear Lake Hitch Task Force meetings, Clear Lake Hitch Recovery Plan
- Grant development
- Policy development to improve ecosystem health and protect Tribal uses
- Data management and reporting

Primary Point of Contact for the Agreement

- Name: Flaman McCloud, Jr
- Title: Chairman
- Email: chairman@bvr-nsn.gov
- Phone Number: 707-263-3924

Secondary Point of Contact for the Agreement

- Roman Carrillo
- Title: Tribal Administrator
- Email: rcarrillo@bvr-nsn.gov
- Phone Number: 707-263-3924

Middletown Rancheria of Pomo Indians of California

Middletown Rancheria of Pomo Indians of California is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Middletown Rancheria Constitution and the Chairperson of the Tribal Council acts on behalf of Middletown Rancheria and designates the Middletown Rancheria Environmental Director as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- To see the recovery of the *Chi* for current and future members of Middletown Rancheria of Pomo Indians of California.

Current Commitments and Activities

- The Tribe is fully committed to all projects and aspects outlined in this MOU

Coordination Roles or Responsibilities

- The Middletown Rancheria EPA Department will provide the necessary staff and resources.

Primary Point of Contact for the Agreement

- Name: Jose Moke Simon III
- Title: Tribal Chairman
- Email: jsimon@middletownrancheria.com
- Phone Number Office: 707-987-1303
- Phone Number Mobile: 707-272-3368

Secondary Point of Contact for the Agreement

- Name: Kathleen Beltran
- Title: Environmental Director
- Email: kbeltran@middletownrancheria.com
- Phone Number: 707-987-1322
- Cell Phone Number: 707-947-9850

Scotts Valley Band of Pomo Indians

Scotts Valley is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Department of Interior and the Chairperson of the Tribal Council acts on behalf of Scotts Valley and designates the Tribal Environmental and Natural Resources Department Director as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Śátti) Recovery

- The Tribe's participation in this Co-Management Agreement maintains longstanding cultural, subsistence, and stewardship relationships with Clear Lake and its surrounding lands and waters. Tribal interests are grounded in Traditional Ecological Knowledge, cultural practices, and the responsibility to protect resources for future generations. Core areas of interest under this Agreement include the following:
 1. The Tribe identifies the recovery of *Chi* (Clear Lake Hitch) as a primary cultural and ecological priority. *Chi* is a culturally significant species central to Tribal identity, tradition, and subsistence.
 2. The Tribe is committed to the revitalization and long-term protection of a healthy Clear Lake ecosystem to benefit all. This includes improving overall water quality, restoring natural shoreline and wetland functions, supporting balanced aquatic habitats, and addressing cumulative impacts from historical and ongoing land use. Tribal interests emphasize holistic, place-based stewardship approaches that recognize the interconnectedness of water, fish, plants, wildlife, and people.
 3. The Tribe has a strong interest in the recovery and protection of native plant species within the Clear Lake watershed, including emergent, riparian, and upland plants that support ecosystem health, traditional uses, and wildlife habitat. This includes culturally significant plants used for food, medicine, basketry, ceremony, and other traditional purposes. Tribal involvement is essential in restoration planning, invasive species management, plant propagation, and monitoring efforts to ensure that plant recovery supports both ecological function and cultural continuity.

Current Commitments and Activities

- Participation in *Chi* related workshops, initiation and support of workshops and Environmental Camps for youth and families. Education in schools. Tribal interests also include participation in planning, supporting, implementation, and evaluation of recovery actions such as habitat restoration, improved fish passage, water quality protection, adaptive management strategies, and long-term population monitoring. The Tribe

supports integrating Traditional Ecological Knowledge with scientific approaches to support a resilient and self-sustaining Chi population and is currently obtaining training to assist in the understanding of the scientific portion to make informed decisions regarding best practices.

Coordination Roles or Responsibilities

The Parties agree to coordinate their respective roles to support the recovery and long-term stewardship of Clear Lake and its watershed. Coordination shall be conducted collaboratively and transparently, respecting Tribal sovereignty and integrating Traditional Ecological Knowledge with scientific management practices.

To the best of the Tribe's ability, the tribe will:

- Participate in planning, supporting, implementation, monitoring, and adaptive management related to *Chi* recovery, plant restoration, and water quality improvement.
- Contribute Traditional Ecological Knowledge to inform restoration priorities and management decisions.
- Lead or support workshops, education, youth camps, and outreach activities that promote watershed health and cultural stewardship.
- Seek, apply for, and administer grants, as appropriate, to advance shared watershed goals.

Primary Point of Contact for the Agreement

- Name: Alondra Herrera
- Title: Tribal Administrator
- Email: Alondra.herrera@sv-nsn.gov
- Phone Number: (707) 263-4220

Elem Indian Colony

Elem Indian Colony is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the Tribe's Constitution and the Chairperson of the Tribal Council acts on behalf of Elem Indian Colony and designates the Tribe's Historic Preservation Officer as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- To see the recovery of the *Chi* for current and future members of Elem Indian Colony.

Current Commitments and Activities

- To work collaboratively with other governments for the identification, and when resources are available, the implementation of projects for the recovery of the *Chi*.

Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Clifford Mota
- Title: Tribal Historic Preservation Office
- Email: cmota@elemindiancolony.com
- Phone Number: (707) 298-0717

Koi Nation of Northern California

Koi Nation of Northern California is a sovereign, self-governing, federally recognized American Indian Tribe as defined by the _____, and the Chairperson of the Tribal Council acts on behalf of Koi Nation and designates their POSITION as authorized tribal representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- To see the recovery of the *Chi* for current and future members of Koi Nation.

Current Commitments and Activities

- To work collaboratively with other governments for the identification, and when resources are available, the implementation of projects for the recovery of the *Chi*.

Coordination Roles or Responsibilities

- Actively participating in this Agreement, including the annual Agreement meeting.
- Coordinate community action through environmental education and outreach.

Primary Point of Contact for the Agreement

- Name: Rob Morgan
- Title:
- Email: robmorgan@koination.com
- Phone Number:

Secondary Point of Contact for the Agreement

- Name:
- Title:
- Email:
- Phone Number:

California Natural Resources Agency (CNRA)

CNRA oversees and supports more than 26 distinct departments, conservancies, and commissions to lead efforts to steward California's natural environment and to advance the Administration's key environmental and natural resources priorities. The Secretary for Natural Resources acts on behalf of CNRA and designates the Deputy Secretary for Tribal Affairs as authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi (Şátti)* Recovery

- Administering the Blue Ribbon Committee for the Rehabilitation of Clear Lake and the Committee's grants and contracts.

Current Commitments and Activities

- Develop SB 310 Cultural Fire Agreements with the Federally Recognized Tribal Parties.

Coordination Roles or Responsibilities

- Coordinating the Parties pursuant to the goals and objectives of this Agreement, including the annual Agreement meeting.

Primary Point of Contact for the Agreement

- Name: Geneva E. B. Thompson
- Title: Deputy Secretary for Tribal Affairs
- Email: Geneva.Thompson@resources.ca.gov
- Phone Number: 279-203-7599

California Environmental Protection Agency (CalEPA)

CalEPA coordinates and oversees six boards, departments, and offices to develop, implement, and enforce environmental laws that regulate air, water and soil quality, pesticide use and waste recycling and reduction. The Secretary of Environmental Protection acts on behalf of CalEPA and designates the Deputy Secretary for Intergovernmental Relations as authorized representative for the purposes of implementing this agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- CalEPA coordinates and oversees six boards, departments, and offices to develop, implement, and enforce environmental laws that regulate air, water and soil quality, pesticide use and waste recycling and reduction.

Current Commitments and Activities

- Identify and develop strategies to collaborate with other entities, such as non-party local interested parties and the federal government.

Coordination Roles or Responsibilities

- Coordinating across CalEPA and with the Parties pursuant to the goals and objectives of this Agreement.

Primary Point of Contact for the Agreement

- Name: Maurice Lyles
- Title: Deputy Secretary for Intergovernmental Relations
- Email: Maurice.Lyles@calepa.ca.gov
- Phone Number: 916-541-3047

California Department of Fish and Wildlife (CDFW)

CDFW holds fish and wildlife resources in trust for the people of the state. The Director acts on behalf of CDFW and designates the North Central Regional Manager as authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi (Şátti)* Recovery

- **Permitting:** This includes the potential issuance of Lake and Streambed Alteration Agreements, Scientific Collection Permits, and Memoranda of Understanding (MOUs) and Incidental Take Permits (ITPs) related to activities affecting species listed under the California Endangered Species Act. This also includes processing Statutory Exemptions for Restoration Projects (SERP) and Restoration Management Permits (RMPs) under the Cutting the Green Tape initiative.
- **Enforcement:** Encouraging compliance with relevant statutes and regulations through law enforcement actions.
- **Science:** Leading scientific initiatives to recover native species such as the Clear Lake Hitch, and to prevent the introduction, establishment, and impacts of harmful non-native invasive animals.
- **Communication, education and outreach:** Providing information and educational materials to clarify CDFW's mission and authority as it relates to the three areas of interest or influence listed above.

Current Commitments and Activities

- Participating in the Task Force as outlined in the Task Force charter.
- Permitting activities pursuant to CDFW's legal authorities.
- Annual Clear Lake Hitch monitoring.
- Participating in county-led Environmental Crimes Task Force.
- Encouraging compliance with relevant statutes and regulations through proactive routine patrols as well as response to calls for service.

Coordination Roles or Responsibilities

- Clear Lake Hitch recovery planning lead
- Coordinating regarding compliance with applicable laws and regulations within CDFW's jurisdiction such as the California Endangered Species Act, the Statutory Exemption for Restoration Projects (SERP), and Restoration Management Permits (RMP), as well as the California Environmental Quality Act (CEQA).

Primary Point of Contact for the Agreement

- Name: Morgan Kilgour

- Title: North Central Regional Manager
- Email: morgan.kilgour@wildlife.ca.gov
- Phone Number: (916) 212-1268

Additional Contact as CC

- Name: Sarah Fonseca
- Title: Department Tribal Liaison
- Email: tribal.liaison@wildlife.ca.gov
- Phone Number: (916) 902-9000

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California Department of Parks and Recreation (State Parks)

State Parks is responsible for the management of the Anderson Marsh State Historic Park and Clear Lake State Park and the Director acts on behalf of State Parks and designates the District Superintendent as the authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- Natural and cultural resource management at Clear Lake State Park and Anderson Marsh State Historic Park, each associated with tributaries critical to *Chi*, including Kelsey, Cole, Siegler, and Cache Creeks. Management activities include invasive species treatment, fuels reduction, prescribed burning, and similar activities.
- Natural resources improvement projects including stream restoration, riparian, floodplain, and wetland habitat improvements, including pilot projects in partnership with Tribes and partner organizations
- Interpretive opportunities for community outreach and education, including special events
- Enforcement for resources protection within State Parks boundaries
- Inter-agency Enforcement collaboration outside State Park boundaries within the Clear Lake basin and its tributaries

Current Commitments and Activities

- Clear Lake State Park General Plan and Aquatic Resources Management Plan; targeted completion 2027.
- Tribal MOU with Big Valley Band of Pomo Indians (Executed 6/21/24; 5-year term; Clear Lake SP)
- Tribal MOU with Koi Nation (Executed 8/30/23; 5-year term; Anderson Marsh SHP)
- Routine maintenance of natural resources elements in both Parks, such as invasive species treatments
- Development and implementation of comprehensive aquatic resource improvement projects at Clear Lake State Park
- Collaborating with Big Valley Band of Pomo Indians to host the annual Tule Boat Festival including tule gathering at Clear Lake State Park
- Special events such as the carp bowfishing tournament to mitigate invasive fish species
- Accommodate trainings, workshops, meetings, events, etc. relative to *Chi* and other Clear Lake Basin natural resources e.g. Clear Lake State Park hosts CCC's crews when working in the region, when appropriate
- Staff time committed to the Clear Lake Hitch Task Force and associated working groups

- Staff time committed to participation on the County of Lake Environmental Crimes Task Force
- Staff time committed to training and off-site assistance with Tribal and partner agency efforts for monitoring and research purposes

Coordination Roles or Responsibilities

- Participate as one of the Parties pursuant to the goals and objectives of this Agreement, including in the annual Agreement meeting, and encourage engagement from tribal partners.

Primary Point of Contact for the Agreement

- Name: Matthew Allen
- Title: District Superintendent, Northern Buttes District
- Email: Matthew.Allen@parks.ca.gov
- Phone Number: (831) 801-6501

Additional Contacts as CC

- Name: Sabrina Bell
- Title: Natural and Cultural Resources Program Manager
- Email: Sabrina.Bell@parks.ca.gov
- Phone Number: (530) 353-8214
- Name: Jared Zucker
- Title: District Services Manager
- Email: Jared.Zucker@parks.ca.gov
- Phone Number: (916) 661-7833
- Name: Johanna Marty
- Title: Associate State Archeologist (District Tribal Liaison)
- Email: Johanna.Marty@parks.ca.gov
- Phone Number: (530) 990-1874

California State Lands Commission (SLC)

California State Lands Commission provides the people of California with effective stewardship of the lands, waterways, and resources entrusted to its care through preservation, restoration, enhancement, responsible economic development, and the promotion of public access, based on the principles of equity, sustainability, and resiliency. In its stewardship, SLC oversees the management of public trust lands and exercises residual and review authority over resources granted in trust to local entities by the Legislature. The Executive Officer acts on behalf of SLC and designates the Environmental Justice and Tribal Liaison as their authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- SLC does not have a direct role in *Chi* recovery efforts. However, SLC's oversight role for lands that have been legislatively granted to Lake County includes reviewing the County's actions, such as *Chi* recovery efforts, to ensure that these actions are consistent with the Public Trust Doctrine and the County's granting statute. SLC will consult with the County to help navigate any obstacles or issues related to the intersection of *Chi* recovery efforts and the County's responsibilities as a trustee of legislatively granted land. Current Commitments and Activities
- Oversight authority on land legislatively granted to Lake County

Coordination Roles or Responsibilities

- SLC does not have direct jurisdiction in the area, we have oversight authority on land legislatively granted to Lake County.

Primary Point of Contact for the Agreement

- Name: Yessica Ramirez
- Title: Environmental Justice and Tribal Liaison
- Email: yessica.ramirez@slc.ca.gov
- Phone Number: (916) 574-1888

California Conservation Corps (CCC)

The California Conservation Corps (CCC) is a workforce development program dedicated to preparing young adults for meaningful careers and educational opportunities in natural resources conservation, fisheries, emergency response, wildland firefighting, culinary arts, forestry, habitat restoration, trail-building, and more. Corpsmembers engage in environmental projects and respond to natural and human-caused disasters. The Director acts on behalf of the CCC and designates the Deputy Director for Legislative and External Affairs as the authorized representative for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- Habitat Restoration Project Implementation
- Workforce Training Opportunities
- Environmental Education and Outreach
- Tribal Corps Partnerships

Current Commitments and Activities

- The CCC will provide Corpsmember crews to assist with the implementation of projects that advance the goals of this Agreement, as appropriate. This could include:
 - Invasive species removal
 - Replanting native vegetation
 - Clearing debris and sediment in tributaries
 - Data and sample collection
 - Site maintenance
 - Survey implementation
- When requested to assist with project work, the CCC will coordinate with tribal partners to identify appropriate project windows, crew availability, and negotiate reimbursement, if necessary.
- The CCC will ensure that Corpsmembers receive appropriate cultural awareness training, developed in consultation with tribal partners.
- The CCC will defer to tribal direction on sensitive sites and the protection of cultural resources in the execution of any work by CCC crews.
- The CCC will ensure that CCC crews follow tribal direction on restoration priorities and methods where Traditional Ecological Knowledge informs project implementation.

The CCC will explore opportunities to support the development of a Tribal Corps program in the Clear Lake watershed with interested tribal partners, subject to available funding and future appropriations.

- The Deputy Director for Legislative and External Affairs will ensure that this Agreement is implemented in a way that advances and conforms with the CCC's Tribal Consultation Policy and tribal relations goals. The Deputy

Director will also assist any interested tribes with exploring the development of a Tribal Corps.

- The Region 1 Deputy Director will oversee coordination of the Agreement at the CCC regional level.
- The District Director for the CCC Mendocino Center will coordinate the CCC's direct project implementation and Corpsmember deployment and readiness under this Agreement.

Primary Point of Contact for the Agreement

- Name: Brandon Chapin
- Title: Deputy Director for Legislative and External Affairs
- Email: brandon.chapin@ccc.ca.gov
- Phone Number: 916-203-8463
- Name: Shawn Murphy
- Title: Deputy Director, Region 1
- Email: shawn.murphy@ccc.ca.gov
- Phone Number: 559-458-0921
- Name: John Button
- Title: District Director, Mendocino Center
- Email: john.button@ccc.ca.gov
- Phone Number: 707-463-2822

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California State Water Resources Control Board (State Water Board)

The State Water Board is responsible for preserving, enhancing, and restoring the quality of California's water resources and drinking water for the protection of the environment, public health, and all beneficial uses, and ensuring proper water resource allocation and efficient use, for the benefit of present and future generations. The Executive Director acts on behalf of the State Water Board and designates the Assistant Deputy for Drought and Water Rights Modernization as the authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Continue efforts to protect the Clear Lake Hitch by evaluating water availability and assessing pumping impacts on streamflow, enforcing on illegal diversions and unlicensed cannabis cultivation, supporting tribal and community data collection efforts, and encouraging collaborative actions to preserve streamflow, remove fish passage barriers, and follow best practices for water diversions.

Current Commitments and Activities

- Completing a groundwater-surface water study in the Clear Lake Watershed and conducting public and tribal outreach regarding the study results and possible management actions.
- Supporting tribal data collection and monitoring efforts.
- Enforcing water rights requirements in the Clear Lake Watershed.

Coordination Roles or Responsibilities

- Participation in the Clear Lake Task Force.
- Coordinating with CDFW on Clear Lake Hitch recovery efforts including instream flow studies and recovery plan.

Primary Point of Contact for the Agreement

- Name: Jessica Bean
- Title: Assistant Deputy for Drought and Water Rights Modernization
- Email: jessica.bean@waterboards.ca.gov
- Phone Number: (916) 341-5849

Secondary Point of Contact for the Agreement

- Name: Erin Bender
- Title: Senior Environmental Scientist, Specialist, Division of Water Rights
- Email: erin.bender@waterboards.ca.gov
- Phone Number: (916) 341-5308

Central Valley Regional Water Quality Control Board (Central Valley Water Board)

Central Valley Water Board is responsible for preserving, enhancing, and restoring the quality of the Central Valley's water resources for the protection of the environment, public health, and all beneficial uses for the benefit of present and future generations. The Executive Officer acts on behalf of the Central Valley Water Board and designates the Nonpoint Source Program Manager as authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi (Şatti)* Recovery

- Continue efforts to protect the Clear Lake Hitch through water quality improvements by implementing Regional Board regulatory efforts including TMDLs, permits, and other water quality improvement activities, supporting tribal and community data collection efforts as it relates to water quality, and encouraging collaborative actions to improve water quality within Clear Lake and its tributaries, as appropriate.

Current Commitments and Activities

- Implementation of the Clear Lake Nutrient TMDL and Clear Lake Mercury TMDL and continued evaluation of the effectiveness of both programs.
- Coordinating with USEPA, other state, and tribal governments on implementation of the Sulphur Bank Mine Record of Decision cleanup plan.

Coordination Roles or Responsibilities

- Participation in the Clear Lake Blue Ribbon Committee.
- Continued coordination on tribal data collection as it relates to Harmful Algal Blooms and other monitoring efforts.

Primary Point of Contact for the Agreement

- Name: Jennifer LaBay
- Title: Senior Environmental Scientist, Supervisory, Region 5
- Email: Jennifer.labay@waterboards.ca.gov
- Phone Number: (916) 464-4650

Department of Pesticide Regulation (DPR)

The Department of Pesticide Regulation is responsible for protecting human health and the environment by fostering sustainable pest management and regulating pesticides. This includes evaluating pesticides for potential risks, and impacts to people and the environment, and for efficacy, before they are registered for use in California; continuously evaluating pesticide risks and impacts following registration; mitigating risks to people and the environment; protecting worker health and safety, enforcing pesticide use laws and regulations; and advancing the availability and adoption of sustainable pest management. The Director of the Department of Pesticide Regulation designates the Deputy Director for Sustainable Pest Management as the department's authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (Śátti) Recovery

- Supporting the adoption of safe, sustainable and effective pest management by supporting increased access to alternatives to high-risk pesticides and through Integrated Pest Management and Sustainable Pest Management technical assistance and outreach.
- Participating in Clear Lake focused technical meetings, task forces, and convenings on harmful algal blooms or pesticide issues to promote the adoption of Sustainable Pest Management.

Coordination Roles or Responsibilities

- Outreach, education, and technical support for promotion and adoption of Sustainable Pest Management.

Current Commitments and Activities

- Supporting the adoption of sustainable pest management approaches for aquatic ecosystems, such as manual removal of invasive plants, through education and trainings.

Primary Point of Contact

- Name: Sapna E. Thottathil
- Title: Deputy Director, Sustainable Pest Management
- Email: Sapna.Thottathil@cdpr.ca.gov
- Phone Number: (916) 201-2018

Secondary Point of Contact

- Name: Celia Pazos
- Title: Deputy Director, Environmental Justice and Equity; Tribal Liaison
- Email: celia.pazos@cdpr.ca.gov
- Phone Number: (916) 639-0468

Office of Environmental Health Hazard Assessment (OEHHA)

The Office of Environmental Health Hazard Assessment's mission is to protect and enhance the health of Californians and our state's environment through scientific evaluations that inform, support and guide regulatory and other actions. The Director acts on behalf of the Office of Environmental Health Hazard Assessment and designates the Office of Environmental Health Education, Community Engagement, and Cumulative Impacts Science Program Director as authorized representative for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi (Ṣátti)* Recovery

- OEHHA, in coordination with the Federally Recognized Tribal Parties and non-tribal parties, will continue to support public health focused Harmful Algal Bloom (HAB) monitoring, illness surveillance, and data interpretation activities in the Clear Lake watershed. OEHHA's role includes contributing scientific and epidemiological expertise to better understand HAB-related human, domestic animal, and wildlife health impacts, with particular attention to culturally relevant exposure pathways.

Current Commitments and Activities

- OEHHA is committed to supporting community science collaborations with Federally Recognized Tribal Parties and non-tribal parties to strengthen understanding of exposure pathways and health risks, including opportunities to co-develop, interpret, and apply relevant data. This may include technical assistance and collaborative approaches that support Tribal capacity to inform fish consumption guidance that reflect Tribal lifeways and subsistence practices.
- OEHHA will collaborate with Federally Recognized Tribal Parties and non-tribal parties to support culturally informed fish consumption advisories and risk communication for Clear Lake. This includes advancing fish consumption advisory approaches that reflect Tribal subsistence, cultural, and ceremonial fishing practices, and supporting the development of transparent, accessible tools that provide Tribes with timely information on contaminant exposure risks.
- OEHHA's engagement can prioritize the evaluation of data related to mercury exposure pathways in the Clear Lake food web, recognizing Tribes as knowledge holders and partners in defining exposure scenarios and health-protective strategies. OEHHA can collaborate with Federally Recognized Tribal Parties and non-tribal parties on climate change indicators relevant to Clear Lake, including indicators related to climate-driven changes in water temperature, HAB frequency, and climate-sensitive public health impacts. OEHHA commits to working with Tribes to document and, where appropriate and with Tribal consent, elevate Tribal observations, lived experience, and adaptive strategies within statewide climate indicator frameworks. This work will support the Tribes' capacity to use climate and

health indicators for local planning, and resource advocacy, while respecting Tribal data governance and sovereignty. OEHHA Identify and develop strategies to collaborate with other entities, such as non-party local interested parties and the federal government.

- OEHHA's contribution to furthering the objectives of this Agreement will consist of continuing and expanding the following activities, subject to available resources and consistent with OEHHA's statutory authority:
- Fish Advisories and Exposure Communication: Collaborating with Federally Recognized Tribal Parties and non-tribal parties to support fish consumption advisory development and interpretation for Clear Lake, including consideration of Tribal subsistence and cultural fishing practices. Supporting efforts to improve accessibility and transparency of fish advisory information for Tribal communities, including participation in interagency initiatives focused on Tribally centered fish consumption tools.
- HAB Illness Surveillance and Public Health Support: Participating in interagency HAB-related illness workgroups and technical forums relevant to Clear Lake. Continuing collaboration with Big Valley Band of Pomo Indians' Environmental Protection Department on HAB-related drinking water and illness concerns, including participation in Cal-WATCH and related efforts. Providing public-health expertise about potential Climate Change Indicators: Working with Federally Recognized Tribal Parties and non-tribal parties to identify and analyze data related to climate-driven changes that may inform climate change indicators relevant to Clear Lake region and Tribal communities.
- Supporting the inclusion of Tribal-specific climate change impacts and resilience strategies in OEHHA's *Indicators of Climate Change in California* reports and related communication products, subject to Tribal approval.

Coordination Roles or Responsibilities

- Coordination and Capacity Building: Participating in Clear Lake-focused technical meetings, task forces, and convenings as appropriate to OEHHA's role. Supporting cross-agency coordination within CalEPA to align public health science, environmental monitoring, and Tribal priorities under this Agreement.

Primary Point of Contact

- Name: Paula Torrado Plazas
- Email: Paula.TorradoPlazas@oehha.ca.gov
- Phone: 916-764-2831

Secondary Point of Contact

- Name: Annika Alexander-Ozinskas Annika
- Email: Alexander-Ozinskas@oehha.ca.gov
- Phone: 916-322-5905

Department of Toxic and Substances Control (DTSC)

The Department of Toxic and Substances Control's mission is to protect California's people, communities, and environment from toxic substances, to enhance economic vitality by restoring contaminated land, and to compel manufacturers to make safer consumer products. The Director acts on behalf of the Department of Toxic and Substances Control and designates the Deputy Director as authorized representative for the purposes of implementing this Agreement.

DTSC's contribution to further this Agreement will consist of work in the Clear Lake area on the following endeavors:

- Wildfire Response support through DTSC Enforcement and Emergency Response Division. As directed by California Office of Emergency Service for mission critical phase 1 operations in areas that may impact residential properties.
- Investigation and cleanup activities at the Last Mile Auto Dismantlers site (in Upper Lake) or any other future sites in the area.
- Within the realm of permitting sites or cleanup of contaminated sites, DTSC will offer operational guidance and illegal dumping prevention advice in collaboration with DTSC, CalRecycle and the tribes.
- Landfill operational guidance and illegal dumping prevention through collaborative development of programs and enforcement measures with DTSC, CalRecycle and the tribes.
- DTSC will continue with post-closure oversight activities, including review of quarterly, semi-annual and annual ground water reports and bi-monthly reimbursement review for the IT Benson Ridge facility in Lake County (near Kelseyville).
- Abandoned Mine Lands Program: DTSC will study and address ongoing mercury contamination from legacy mining operations by continuing post closure monitoring activities of soil and groundwater from former mines.
- DTSC will continue to work as the state lead agency with the USEPA CERCLA program and the tribes for the future of the Sulphur Bank Mercury Mine site. This includes an already established cost share agreement between DTSC and USEPA and roles for the Operation and Maintenance of the implemented remedy at the site.
- DTSC, in collaboration with federal and non-federally recognized tribes, and DPR will monitor and review requirements of landfill operations or the ceased operations of such in the Clear Lake area for proper operations or closure; furthermore activities and coordination with the tribal governments, DTSC may support and

coordinate law enforcement activities by serving as a liaison or advisor to various entities regarding allowable enforcement activities may be carried out to prevent illegal dumping or generation of contaminants to the watershed. among various entities.

- DTSC will review, monitor and enforce other past and current business and land use operations in its purview that are deemed to have discharged or left contaminants in the soil and groundwater.

Primary Point of Contact

- Name: Surlene Grant
- Email: Surlene.Grant@dtsc.ca.gov
- Phone: 916-809-3236

Secondary Point of Contact

- Name: Andres Martinez
- Email: Andres.Martinez@dtsc.ca.gov
- Phone: 916-701-3517

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California's Department of Resources Recycling and Recovery (CalRecycle)

California's Department of Resources Recycling and Recovery (CalRecycle) brings together the state's recycling and waste management programs to move the state towards a circular economy that reduces waste and mitigates its impact on human health and the environment. The Director, Zoe Heller, acts on behalf of CalRecycle and designates the Deputy Director of Policy Development and Analysis and Deputy Director of Environmental Justice, Tribal Relations, Education and Outreach as authorized representatives for the purposes of implementing this Agreement.

Areas of Interest or Influence in *Chi* (Ṣátti) Recovery

- Mitigate the impacts of solid waste on the ecosystems of the area and the Chi.

Current Commitments and Activities

- Enhanced coordination on solid waste cleanup efforts and strategies to mitigate illegal dumping
- Support the expansion of zero waste and circular economy initiatives, including Tribal Recycling Centers and composting initiatives in the region
- Increase understanding of trash pollution solid waste burdens, including plastics, and identify opportunities to mitigate impacts

Coordination Roles or Responsibilities

- Participation in the Clear Lake Task Force.
- Coordinate with Tribal Environmental Departments and the LEA on solid waste management strategies.
- The Deputy Director of Policy Development and Analysis will organize administration and execution of this agreement, in coordination with the Department Director and Deputy Director of Environmental Justice, Tribal Relations, Education and Outreach on engagement and participation logistics.

Primary Point of Contact

- Name: Linnea Whitney-Skierski
- Title: Deputy Director, Office of Policy Development and Analysis
- Email: linnea.whitneyskierski@calrecycle.ca.gov
- Phone Number: 279-667-5839

Secondary Point of Contact

- Name: Katrina Leni-Konig
- Title: Deputy Director, Office of Environmental Justice, Tribal Relations, Education and Outreach
- Email: Katrina.Leni-Konig@CalRecycle.ca.gov
- Phone Number: (916) 812-4427

County of Lake

The County of Lake is a unit of the State of California and governed by an elected five-member Board of Supervisors who are responsible for adopting the County's annual budget, making important land use decisions, adopting County ordinances, setting County operating policies and more. The Board of Supervisors also selects non-elected County Department Heads and supervisors and directs their work.

Areas of Interest or Influence in *Chi* Recovery

- Continued participation with Tribes on the Clear Lake Hitch Task Force
- Continued commitment to consult with Tribes on grants, projects, and programs in the Clear Lake watershed that may impact the Clear Lake hitch.

Current Commitments and Activities

- County Tribal Liaison participation in the Clear Lake Hitch Task Force and Summit Planning Committee

Coordination Roles or Responsibilities

- County Tribal Liaison works with County Departments to educate and train on the County Tribal Consultation Policy and Procedures (once adopted by County Board of Supervisors).

Primary Point of Contact for the Agreement

- Name: Susan Parker
- Title: County Administrative Officer
- Email: susan.parker@lakecountyca.gov
- Phone Number: 707-263-2580

Lake County Watershed Protection District

Originally created in 1951 as the County of Lake Flood Control and Water Conservation District, The County of Lake Watershed Protection District (District) is a political subdivision of the State of California established under the County of Lake Flood Control and Water Conservation Act. The District is administered by the Director of the County of Lake Water Resources Department.

The County of Lake Board of Supervisors acts as the Board of Directors for the Watershed Protection District and the Water Resources Director acts as the Director of the District. The District Board of Directors designates, as authorized representative for the purposes of implementation of this Agreement, the District Director.

Areas of Interest or Influence in *Chi* Recovery

- Continued assistance with the Tribes on Clear Lake hitch and native fish rescues
- Continued assistance with CDFW on the Clear Lake hitch mark recapture survey
- Continued assistance with USGS on the Abundance and Distribution of Clear Lake Hitch in Clear Lake
- Continued assistance with Robinson Rancheria Danoxa Fish & Wildlife on invasive carp and goldfish management

Current Commitments and Activities

- District Visual Spawner Surveys of Clear Lake Hitch
- Community Science Visual Spawner Surveys of Clear Lake Hitch
- Partnership in Habematolel's Clear Lake Hitch Monitoring Program
- Clear Lake Hitch Task Force
 - Clear Lake Hitch Data Synthesis Team
 - Clear Lake Hitch Recovery Team
- Cole Creek Restoration Project
- Highland Creek Conjunctive Use Assessment
- Tule Lake and Scotts Creek Fish Passage Assessment
- Middle Creek Flood Damage Reduction and Ecosystem Restoration Project
- Riparian Rapid Assessment Method to standardize scoring stream habitat pre/post restoration
- Shoreline Stewardship Program for invasive primrose removal and native tule planting along the Clear Lake shoreline
- Monthly Clear Lake water quality sampling

Primary Point of Contact for the Agreement

- Name: Pawan Upadhyay
- Title: Director, Lake County Water Resources Department
- Email: pawan.upadhyay@lakecountyca.gov
- Phone Number: 707-263-2344; Ext. 36101

City of Clearlake

City of Clearlake is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Stewardship of shoreline areas, tributaries, and municipal infrastructure within the City's jurisdiction that influence watershed health.
- Supporting efforts that improve water quality, habitat conditions, and ecological function along the Clear Lake shoreline.
- Promoting land use and development patterns that are compatible with long-term watershed and habitat restoration goals.
- Participation in regional coordination efforts related to Clear Lake and Chi (Şátti) recovery.

Current Commitments and Activities

- Coordination with the Blue Ribbon Committee for the Rehabilitation of Clear Lake and related coordination efforts.
- Ongoing coordination with regional, state, and tribal partners on watershed health, shoreline improvements, and related initiatives.
- Incorporation of best management practices, where feasible, into City-led capital projects and maintenance activities affecting shoreline and drainage systems.
- Engagement with property owners and developers to encourage site design and project features that support watershed health and habitat considerations.

Coordination Roles or Responsibilities

- Participate as a local jurisdiction partner in this Agreement, including attendance at annual Agreement meetings and related coordination forums.
- Serve as a local point of coordination for activities occurring within City limits, including facilitating communication between project proponents and relevant agencies or partners.
- Support regional education and information-sharing efforts related to Chi (Şátti) recovery and watershed stewardship.
- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

Primary Point of Contact for the Agreement

- Name: Alan Flora
- Title: City Manager
- Email: aflora@clearlake.ca.us
- Phone Number: 707-994-8201

City of Lakeport

City of Lakeport is a municipal corporation of the State of California governed by an elected City Council, which establishes policy direction for local land use planning, infrastructure, and municipal services within its jurisdiction. The City Manager serves as the administrative head of the organization and, acting at the direction of and on behalf of the City Council, designates appropriate staff as authorized representatives for the purposes of implementation of this Agreement.

Areas of Interest or Influence in *Chi* (Şátti) Recovery

- Stewardship of shoreline areas, tributaries, and municipal infrastructure within the City's jurisdiction that influence watershed health.
- Supporting efforts that improve water quality, habitat conditions, and ecological function along the Clear Lake shoreline.
- Promoting land use and development patterns that are compatible with long-term watershed and habitat restoration goals.
- Participation in regional coordination efforts related to Clear Lake and Chi (Şátti) recovery.

Current Commitments and Activities

- Participation in the Blue Ribbon Committee for the Rehabilitation of Clear Lake and related coordination efforts.
- Ongoing coordination with regional, state, and tribal partners on watershed health, shoreline improvements, and related initiatives.
- Incorporation of best management practices, where feasible, into City-led capital projects and maintenance activities affecting shoreline and drainage systems.
- Engagement with property owners and developers to encourage site design and project features that support watershed health and habitat considerations.

Coordination Roles or Responsibilities

- Participate as a local jurisdiction partner in this Agreement, including attendance at annual Agreement meetings and related coordination forums.
- Serve as a local point of coordination for activities occurring within City limits, including facilitating communication between project proponents and relevant agencies or partners.
- Support regional education and information-sharing efforts related to Chi (Şátti) recovery and watershed stewardship.
- Coordinate, as appropriate and within existing authority, with other Parties to align local planning, infrastructure improvements, and development review processes with broader watershed goals.

Primary Point of Contact for the Agreement

- Name: Kevin M. Ingram
- Title: City Manager
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Appendix 3 - Geographic Area



Appendix 4 - Clear Lake Hitch Task Force Charter

Clear Lake Hitch Task Force Charter

Overview

The Clear Lake Hitch Task Force (Task Force) was established in September 2022 to coordinate actions to prevent further decline and support recovery of the *Chi (Şátti)*, also known as the Clear Lake hitch, across Tribal governments and local, state and federal agencies. What began as an emergency response has evolved into an ongoing, multi-agency, government-to-government coordination effort focused on conservation, monitoring, and management.

This Task Force Charter (Charter) is nested within and supports implementation of the Clear Lake Memorandum of Understanding Co-Management Agreement (Agreement), which provides the overarching framework for collaboration among Tribal governments and partner agencies. The Task Force serves as the primary operational and coordination body under the Agreement, advancing shared priorities and translating leadership direction into actionable work.

The Task Force is grounded in respect for tribal sovereignty and recognizes that each of the seven Tribal governments in the Clear Lake region are sovereign nations that participate at their own discretion and define their own level of engagement. Throughout the Charter the term “Tribal governments” is used to collectively refer to the following seven sovereign nations in the Clear Lake region:

- Big Valley Band of Pomo Indians
- Elem Indian Colony
- Habematolel Pomo of Upper Lake
- Koi Nation of Northern California
- Middletown Rancheria of Pomo Indians of California
- Robinson Rancheria of Pomo Indians of California
- Scotts Valley Band of Pomo Indians

The use of the term “Tribal governments” does not convey the unique culture and history of each of these distinct nations and is not meant to imply that all seven nations function as one.

Guiding Principles

The Task Force operates under the following guiding principles:

- Respect tribal sovereignty and support government-to-government collaboration
- Apply best available science to inform management decisions
- Promote transparency and information sharing across partners

- Support collaborative problem-solving and solution-oriented discussions
- Coordinate efforts to reduce duplication and maximize resources
- Incorporate tribal science and knowledge into the decision-making process
- Focus on implementation and measurable outcomes
- Foster trust, accountability, and mutual respect among participants

Purpose and Objectives

The Task Force serves as a coordination and communication forum where participants review, develop, and implement recommendations that support recovery and protection of the Clear Lake hitch. The Task Force's primary objectives are:

- Center tribal leadership as part of the state's commitment to tribes
- Advance conservation, recovery, and management actions
- Align monitoring, research, and data integration efforts
- Develop and implement science-based management recommendations
- Support development and implementation of an Annual Informal Work Plan
- Facilitate communication between technical staff, managers, and leadership

In furtherance of the Agreement, the Task Force shall develop an Annual Informal Work Plan template. This template will be used to develop an Annual Informal Work Plan which will support collaboration and prioritization.

Recommendations are developed collaboratively and implemented by participating entities within their respective authorities. Each Tribal government retains its independent authorities, and each agency maintains its statutory responsibilities and authorities.

Where actions fall under the authority of a specific agency, consultation with Tribal governments may occur independently of the full Task Force, consistent with existing government-to-government consultation policies.

Structure

The Task Force operates within a multi-level coordination structure that aligns with the Clear Lake Memorandum of Understanding Co-Management Agreement (Agreement):

A. Leadership Level

The Leadership Level consists of Tribal leaders and executive-level agency representatives. These leaders attend the biennial Leadership Summit (Summit) and provide strategic direction, review progress on conversation efforts, and inform priorities for the Annual Informal Work Plans.

B. Management Level (Task Force)

The Task Force consists of Tribal representatives and senior-level agency representatives. Task Force participants attend quarterly meetings and are responsible for developing and implementing Annual Informal Work Plans.

C. Technical Level (Working Groups)

Working Groups are formed as needed to address specific topics, projects or technical needs. These groups may already exist, be in development, or be newly formed. Participation in Working Groups is determined by the project lead in coordination with Task Force participants and may include tribal representatives, agency staff, and technical experts. Generally, Working Groups meet independently of the full Task Force on a regular or as-needed basis and provide technical analysis, project implementation, and recommendations to the full Task Force.

Examples include:

- **Data Synthesis Team** – The Data Synthesis Team supports study design, data analysis, and scientific integration.
- **Cole Creek Advisory Collaborative** – The Cole Creek Advisory Collaborative focuses on restoration and flood management planning.
- **Summit Planning Team** – The Summit Planning Team coordinates the biennial Summit and annual workplan review.
- **Clear Lake Hitch Recovery Team** – Led by CDFW, this team is responsible for developing and implementing a State Recovery Plan and coordinates closely with the Task Force and relevant Working Groups.

Roles and Responsibilities

Participation in the Task Force is by invitation from one or more of the Tribal governments.

The Task Force consists of the following entities:

- Representatives designated by Tribal governments
- Representatives from invited local, state, and federal agencies whose positions carry relevant authority to develop and administer management recommendations
- Technical staff and subject matter experts, as needed
- A designated Task Force Facilitator

A. Task Force Participants

Tribes may invite a government entity to the Summit or Management Team by notifying the facilitator and the representatives of each Tribe that is participating in the Task Force. If there are no objections, the facilitator will add the entity to the Summit invitee list or Management Team roster. This invitation may be revoked at any time through the same process. Any

objections to additions or removals of local, state, or federal entities should be resolved among the Tribes in accordance with their own processes prior to adding an entity to the Summit or Task Force.

B. Task Force Participation

Participants act in a manner that promotes respect, mutual understanding, and trust among all participants. They contribute their experience, expertise, data, and information to clarify issues and support the development of analyses and actionable recommendations. Participants are encouraged to build on one another's work, coordinate monitoring, research, and restoration activities and support cross-training and outreach. Participants may also communicate project updates to their respective organizations, governing bodies, Tribes, or communities, and discuss topics of concern to help inform Task Force discussions and decision-making.

C. Task Force Facilitator

The Task Force Facilitator is responsible for managing participant rosters and coordinating leadership-level and management-level meeting logistics, developing and distributing agendas, and tracking action items and follow-up activities. The Facilitator also supports clear, respectful, and inclusive dialogue and coordinates communication across Task Force participants.

D. Annual Informal Work Plan

The Task Force develops an adaptive Annual Informal Work Plan that identifies priority actions for the upcoming year, outlines Task Force and Working Group meeting schedules, highlights resource needs, and guides coordination among Task Force participants and Working Groups. The Annual Informal Work Plan is developed by December of each year. Priorities within annual Informal Work Plans are informed by leadership at the Summit.

E. Task Force Meetings

The Task Force meets each quarter based on the schedule outlined in the Annual Work Plan. Each Task Force meeting opens and closes with remarks from Tribal representatives and addresses the following agenda topics:

- Tribal updates and opening remarks
- Task Force priorities and action items
- Working Group and project updates
- Agency updates
- New business and action items
- Closing remarks from tribes

F. Charter Review and Updates

The Task Force reviews and considers updating this Charter every three to five years.

Public Participation

A. Group Participation

Participation in the Summit and Task Force is limited to Tribal government representatives and representatives from invited local, state, and federal agencies, boards or commissions. Technical groups may allow public participation if the tribal representatives and Working Group leads determine it is appropriate.

B. Public Communication

The Task Force will designate one or more members to provide updates to the following entities or others as needed:

- Tribal Councils
- Blue Ribbon Committee for the Rehabilitation of Clear Lake
- County of Lake Board of Supervisors
- County of Lake Fish and Wildlife Advisory Committee
- California Fish and Game Commission
- State Water Resources Control Board

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