

MEMORANDUM OF UNDERSTANDING

Between
CALIFORNIA DEPARTMENT OF FISH & WILDLIFE,
SISKIYOU COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
and
MOUNT SHASTA ROTARY CLUB

This Memorandum of Understanding (MOU) agreement is entered into by and between the California Department of Fish & Wildlife, hereinafter referred to as the "Department", Siskiyou County Flood Control and Water Conservation District, hereinafter referred to as the "County", and the Mount Shasta Rotary Club/Mount Shasta Rotary Foundation, hereinafter referred to as the "Club". The Department, the County and the Club may also collectively be referred to as the "Stakeholders".

RECITALS

WHEREAS, the purpose of this MOU is to secure a reasonable agreement between stakeholders for the commencement and management of the Lake Siskiyou Net Pen Project (LSNNP), which is intended to increase angler participation at Lake Siskiyou by increasing trophy-size trout fishing opportunities through the implementation of a net pen program.

1. WHEREAS, the County and the Department seek to increase angler participation and improve fishing opportunities at Lake Siskiyou.
2. WHEREAS, the Department, the County, and the Club seek to increase community education/engagement opportunities for positive outdoor interactions through interpretive signs, media promotion, and the opportunity to host on-site educational events and fishing derbies.
3. WHEREAS, the Club seeks to participate in community service and giving opportunities that directly support the LSNNP program.
4. WHEREAS, Lake Siskiyou is a public water body that is open to the public.
5. WHEREAS, the County and the Club seek to increase economic benefits of the communities surrounding Lake Siskiyou.
6. WHEREAS, the Department, the County, and the Club seek to heighten community awareness of fishing opportunities and build positive organizational reputations with the community through promoting the value of collaboration and partnership on a mutually beneficial community enhancement project. Such awareness will be promoted through community education/engagement opportunities.

In consideration of the mutual interests, and benefits to the community at large, the Stakeholders agree as follows:

1. THE COUNTY SHALL:
 - a. Provide space for up to three rainbow trout net pens (pens), that will be no larger than 24' x 48' x 12' each, at a secure marina to grow stock.

- b. Provide space on-site, near the locked marina for a storage container supplied by the LSNNP to house all trout food, pen cleaning supplies, and other program related materials.
- c. Provide a clear path to the approach road to Lake Siskiyou during the winter months, if snow accumulates or ice prevents access to the net pens or boat ramp.
- d. Provide (a-c) above with no cost to the Department or the Club.

2. THE DEPARTMENT SHALL:

- a. Provide and deliver an agreed upon amount of rainbow trout for the pens, hosted by the County at the locked marina, from the already established stocking allotment for Lake Siskiyou.
- b. Provide written feeding instructions that include a reasonable feeding schedule for the Club and operator/lease of the Lake Siskiyou resort to carry out.
- c. Help establish a set of rainbow trout net pen standards to maintain optimal rainbow trout health and growth, and be available to provide expertise in a timely manner on any and all issues that may arise with trout health and well being. All fish health issues will be reported immediately to the Department's Redding Headquarters, Environmental Scientist, Inland Fisheries Program by the Club and/or operator/lease of the Lake Siskiyou resort.
- d. Provide the Club a rainbow trout release schedule, as may be amended due to weather or other circumstances, and assist the Club with the release of trout, as needed.
- e. Advise the County and the Club of any interpretive or educational events that the Department would like to conduct on site with at least 15-days written notice.
- f. Provide (a-e) above with no cost to the County or the Club.

3. THE CLUB SHALL:

- a. Build up to three net pens no larger than 24' x 48' x 12' each and secure them to the locked marina dock prior to the stock date each season.
- b. Feed rainbow trout daily with food supplied by the LSNNP program.
- c. Call Tom Steinstra and/or Jen Benedet 15-days before rainbow trout food supplies need replenishing.
- d. Maintain pens by completing minor repairs, and keep the pens clean, and document all maintenance in a log book to be reviewed by Stakeholders, as requested.
- e. Keep weekly logs of feeding times, feed amounts, and mortality rates, to be reviewed by Stakeholders, as requested.
- f. Immediately report any issues with rainbow trout health or a need for major pen repairs to the other Stakeholders.

- g. Schedule a minimum of one workday per year for major pen maintenance projects and cleaning, on or around the marina, with a team of volunteers supplied by the Club.
- h. Release rainbow trout provided by the Department into Lake Siskiyou on the date determined by the Department. Additional rainbow trout paid for by other sources will also be released into Lake Siskiyou as determined by the Department. The release date(s) shall be made public at the discretion of the Department.
- i. Keep the trout pens secure, by locking device on lids, and a key provided to the Department upon request.
- j. Cages will be made available for community educational programming at the request of the County or the Department. An interpretive sign will be installed, in a visible location, listing the Department, the County and the Club as participants in the LSNNP.
- k. Fishing derbies planned 0-90 days after release date must be planned with the approval of the other Stakeholders. Approval must be obtained at least 30-days in advance.
- l. Administer and oversee all funding for the LSNNP program.
- m. Assist in removing the rainbow trout pens from Lake Siskiyou in the event that the LSNNP program dissolves.
- n. Provide (a-n) above with no cost to the County or the Department.

F. INITIAL PROGRAM IMPLEMENTATION:

With consideration of the collaborative nature of the LSNNP program, the initial 6-month program implementation will occur under the management of Jen Benedet, outdoor consultant, in collaboration with the Club and the Department, as follows:

1. An initial workday to construct the rainbow trout pens will be scheduled no later than October 31, 2017 with the Club.
 - a. THE COUNTY SHALL:
 - i. Provide access to the marina, the building site, electricity, running water, facilities, parking, and a picnic area.
 - b. THE DEPARTMENT SHALL:
 - i. Review and comment on draft net pen schematics created by Jen Benedet.
 - c. THE CLUB SHALL:
 - i. Provide the funding, materials and volunteers and build the net pens and put them in place on the marina.
2. An annual operating, feeding, care, maintenance, management, and evaluation plan will be in place no later than October 15, 2018
 - a. THE DEPARTMENT SHALL:
 - i. Provide oversight on information to be included in the annual plan.
 - b. THE CLUB SHALL:

- i. Create the annual plan, with the guidance of the Department, and send a copy to the County and the Department. The Club will utilize Jen Benedet, outdoor consultant, to accomplish this task, as needed.
 - ii. Provide a reasonable location to store the log books before rainbow trout are stocked.
 - c. All three Stakeholders will agree on the annual plan, via electronic acceptance or written document, prior to the scheduled date of the first trout stock.
3. The County, the Department, and the Club will receive communications from Jen Benedet, outdoor consultant, regularly throughout the initial 6-month program implementation process. All Stakeholders agree to provide accurate, detailed information, upon request, as it relates to the implementation of the LSNNP program. Such information will be used to create a program manual, evaluation templates, and other management and operations procedures so that the LSNNP program can be replicated elsewhere in California upon success.

G. GENERAL PROVISIONS:

1. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA). The Department prepared an Initial Study and Negative Declaration for the LSNPP, which was posted on the State Cleaning House website (CEQAnet) for public review from April 30, 2018 – June 7, 2018 (SCH#2118042082). No comments were received. The Department adopted the Negative Declaration on June 15, 2018. The Department filed a Notice of Determination with the Office of Planning and Research on June 15, 2018.
2. AMENDMENTS. Any Stakeholder may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
3. APPLICABLE LAW. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of California. However, it is agreed that all three stakeholders will settle all disputes through voluntary resolution measures guided by fact finding, good science and a spirit of mutually beneficial cooperation.
4. TERM. This MOU will be effective upon the date the last Stakeholder executes this MOU by a duly authorized representative. The MOU will remain effective for a term of five years. Prior to the expiration of this MOU, the Stakeholders may agree, in writing, to extend the term of the MOU.

5. TERMINATION. This MOU may be terminated by any Stakeholder prior to the expiration of this MOU with a 30 day written notice to the Principals listed below.
6. ENTIRETY OF THIS AGREEMENT. This MOU, consisting of seven pages, represents the entire and integrated agreement between the stakeholders and supersedes all prior negotiations, representations and agreements, whether written or oral.

H. NOTICE REGARDING FISH HEALTH:

All questions and concerns regarding fish health should immediately be reported and directed to the Department at:

Monty Currier or current Environmental Scientist
CDFW, Northern Region, Redding, California
530-225-2300 / Monty.currier@wildlife.ca.gov

I. PRINCIPALS:

1. The COUNTY:

Siskiyou County Flood Control and Water Conservation District
Ethan Garrett, Manager of General Services
Ph: (530) 842-8259
Email: egarrett@co.siskiyou.ca.us
190 Greenhorn Road
Yreka, CA 96097

2. The DEPARTMENT:

California Department of Fish & Wildlife - Northern Region
Neil Manji, Regional Manager
Ph: (530) 225-2300
Fax: (530) 225-2381
601 Locust Street
Redding, CA 96001

3. The CLUB:

Mount Shasta Rotary Club Foundation
Club & Foundation Presidents
Email: mtshastarotary@gmail.com
P.O. Box 23
Mount Shasta, CA 96067

I. SIGNATURES: IN WITNESS, WHEREOF, the Stakeholders hereto have executed this agreement as of the last written date below.

Date
Ray A. Haupt,
Chair
Siskiyou County Flood Control and Water Conservation District

Date
Neil Manji
Regional Manager
California Dept. of Fish & Wildlife

Date
Merle Anderson
President
Mount Shasta Rotary Club Foundation

APPENDIX
Contact Information for Project Support

Tom Stienstra
Rotary Project Coordinator
#530-261-1954
Tomwgjst1enstra@gmail.com

Jen Benedet
LSNNP Project Consultant
#714-651-9765
Jen.Benedet@gmail.com

Monty Currier
California Department of Fish and Wildlife
Environmental Scientist
#530-225-2368
Monty.currier@wildlife.ca.gov

Siskiyou County
Ethan Garrett
Manager of General Services
#530-842-8259
egarrett@co.siskiyou.ca.us
190 Greenhorn Road
Yreka, CA 96097

Gary Coe (Trout Food)
Kokanee Power
#916-985-4943
Coekanee@att.net