

**Memorandum of Understanding
Between
Rogue Workforce Partnership
and
Lomakatsi Restoration Project**

OBJECTIVE AND PURPOSE:

This Memorandum of Understanding establishes a formal partnership between Rogue Workforce Partnership and Lomakatsi Restoration Project (Lomakatsi) (collectively the Partners). The Partners will collaborate in the development, strategic business planning, and implementation of a comprehensive and holistic natural resource sector initiative for the Rogue Valley, working with public, tribal, and private sector partners. Collaborative efforts will center on capacity building to increase the pace and scale of forest stewardship and ecosystem restoration through a workforce development program—and efforts to institutionalize such a program—with a focus on youth and adults.

This collaborative partnership between Rogue Workforce Partnership and Lomakatsi brings together distinct and overlapping skills, values, and missions. Together, the Partners are equipped to address the goals and objectives of growing workforce development opportunities for the natural resources sector of the Rogue Valley, including but not limited to wildland firefighting, forestry, ecological stewardship, and outdoor recreation. A goal of these efforts is to bolster local economic opportunities while working across public and private lands, and to maintain healthy watersheds, resilient landscapes, and thriving communities.

The Partners will collaborate in developing a strategic and comprehensive natural resource workforce training and employment initiative by formalizing collaborative partnerships with agencies, organizations, private industry, Native American Tribes, and higher education institutions through ecological stewardship and forest resiliency projects that: protect cultural resources; improve, maintain, or restore forest health; restore or maintain water quality; improve fish and wildlife habitat; reestablish native plant species—with an emphasis on First Foods; and increase their resilience to climate change, insect infestation and disease; and reduce fuel hazards that pose risks to communities.

BACKGROUND

Rogue Workforce Partnership and Lomakatsi will partner on building initiatives to support workforce capacity and scaling for the planning, implementation, and monitoring of forest and aquatic restoration, prescribed fire, fuels reduction, and stewardship of ecocultural resources through training and workforce development opportunities centered on public lands and private lands. Lomakatsi will support this initiative through their Education and Workforce training programs, building on nearly three decades of successful collaboration with land management agencies, Native American Tribes and non-government organizations. Workforce development opportunities will be layered into existing projects, providing participants with highly relevant training experiences while also adding capacity to accomplish additional

restoration treatments on the ground.

Rogue Workforce Partnership will leverage their relationships with business leaders, K-20 educators, workforce service providers, economic development organizations, and other key community partners, as well as their standing as the federal and state authorized local Workforce Development Board for Jackson and Josephine Counties to advance the natural resource sector workforce.

THE PARTNERS:

Rogue Workforce Partnership

Rogue Workforce Partnership is a nonprofit organization with a pivotal role as the federally and state-authorized Local Workforce Development Board for Jackson and Josephine Counties in Oregon. Their mission is deeply rooted in strengthening the economic foundation of the Rogue Valley and facilitating opportunities for both businesses and job/career-seekers to prosper and succeed. They are passionate about serving all Oregonians with a central focus on increasing access and opportunity for priority populations. As a business-led coalition, Rogue Workforce Partnership's primary focus is on fostering innovative solutions to address the workforce priorities and needs of employers, with a particular emphasis on those in traded-sector industries that drive our region's economic growth.

Mission: Rogue Workforce Partnership is dedicated to creating a demand-driven system that aligns the skills of workers to the needs of employers while improving career pathway accessibility.

History: Rogue Workforce Partnership serves as the Local Workforce Development Board for Jackson and Josephine Counties. Throughout their history, they have forged dynamic partnerships with business leaders, educators, workforce service providers, economic development entities, labor organizations, and other essential community partners. These collaborations have enabled them to evolve into a central hub for workforce development in the region.

Expertise:

Rogue Workforce Partnership possesses a wealth of expertise in workforce development, honed through years of strategic collaboration and innovative initiatives. Their key areas of expertise include:

- **Sector Strategies:** They prioritize industries critical to the region's economic vitality and collaborate with business leaders to address industry-wide challenges and opportunities in sectors such as Advanced Manufacturing, Construction, Healthcare, Information Technology/E-Commerce, Transportation and Logistics, and Wildland Firefighting and Forestry.
- **Education & Workforce Systems Alignment:** They serve as a catalyst for forging partnerships among business, education, workforce, labor, government, and community organizations, breaking down institutional boundaries to create innovative workforce solutions and align resources effectively.
- **Inclusive Career Pathways:** Their commitment to inclusion works to ensure that all Rogue Valley residents, particularly those from historically underserved

populations, have equitable access to skills training and support, fostering greater economic prosperity for the entire community.

Lomakatsi Restoration Project

Lomakatsi Restoration Project is a non-profit, grassroots organization that develops and implements forest and watershed restoration initiatives, programs and projects in Oregon and northern California. Lomakatsi's mission is to "restore ecosystems and the sustainability of communities, cultures and economies." Since 1995, Lomakatsi has a proven record of success implementing restoration projects across thousands of acres of forests and miles of streams. In cooperation with a broad range of partners including Native American Tribes, federal and state land management agencies, The Nature Conservancy, land trusts, private landowners, watershed councils, city and county governments, their work has set precedents on nationally recognized projects.

Lomakatsi provides capacity in project development, planning, management, fine-scale ecological treatment design, monitoring, and implementation for ecosystem restoration projects. Lomakatsi coordinates closely with multiple funding partners and manages a diverse workforce in complex social settings supported by critical community outreach.

Lomakatsi brings extensive expertise in assisting tribal and public land managers in ecological forest planning and implementation of ecosystem restoration across watersheds. Lomakatsi is simultaneously committed to workforce training and capacity development to ensure people in rural communities have the skills and employment opportunities to secure forest jobs and build contracting businesses.

Lomakatsi's Ecological Stewardship Training and Employment Program provides participants with educational experiences in ecosystem restoration through hands-on workforce training and employment designed to inspire interest in natural resources career paths. Lomakatsi operates workforce initiatives throughout the region, layered into landscape-scale ecological restoration projects with partners, including federal and state agencies, Native American Tribes and NGOs—engaging students and the emerging workforce in both the science and application of ecosystem restoration and natural resource stewardship.

Through positive work experience and teamwork development, trainees gain education, professional skills and certifications, a sense of responsibility, a long-term community service ethic, and a foundation toward future employment in the field of natural resource stewardship. Upon completion of the program, participants are empowered to pursue sustainable employment with Lomakatsi, agencies, tribes, private sector contractors, or other organizations working in natural resource management. This unique program has been recognized as a best practice model by the National Congress of American Indians, U.S. Department of Interior, and U.S. Department of Agriculture for its successes tackling socioeconomic and environmental challenges.

SPECIFIC PROVISIONS:

It Is Agreed By All Parties that Lomakatsi will:

- A. Work with Rogue Workforce Partnership to identify a variety of funding sources for workforce development and training programs related to natural resource management, ecological forestry stewardship, wildfire risk reduction, and tribal workforce development—and jointly prepare and submit proposals.
- B. Work with Rogue Workforce Partnership to develop and execute various agreements to facilitate natural resource activities utilizing the outdoor classroom of public and private lands.
- C. Work with Rogue Workforce Partnership to develop strategies and work plans that identify objectives, projects, timelines, responsibilities, and deliverables for joint natural resource sector workforce development initiatives.
- D. Provide all insurance, training, equipment, materials, and supplies for its own staff and crews.
- E. Provide supervision for its staff.
- F. Provide a suite of technical, programmatic, and administration resources (including staffing), where needed related to project planning, implementation, management, or subcontracting.
- G. Assist in the implementation of joint programs or initiatives, where needed, as identified by the Partners.

It Is Agreed By All Parties that Rogue Workforce Partnership will:

- A. Work with Lomakatsi to identify a variety of funding sources for workforce development and training programs related to natural resource management, ecological forestry stewardship, wildfire risk reduction, and tribal workforce development— and jointly prepare and submit proposals.
- B. Work with Lomakatsi to develop and execute various agreements to facilitate natural resource activities utilizing the outdoor classroom of public and private lands.
- C. Work with Lomakatsi to develop strategies and work plans that identify objectives, projects, timelines, responsibilities, and deliverables.
- D. Provide all insurance, equipment, materials, and supplies for its staff.
- E. Provide supervision for its staff.
- F. Provide a suite of technical, programmatic, and administration resources (including staffing), where needed related to project planning, implementation, management, or subcontracting.
- G. Assist in the implementation of joint programs or initiatives, where needed, as identified by the Partners.

RESPONSIBILITIES & PROCESSES:

Under this Memorandum of Understanding, Rogue Workforce Partnership and Lomakatsi will work to communicate, share, and exchange information and responsibilities to ensure successful fulfillment of program and project goals and objectives. To this end, we will assume the following mutual responsibilities and operational agreements:

1. Communication Process

The success of our collaboration under this Memorandum of Understanding rides on our ability to effectively express intentions and expectations and to actively participate in the various processes stated within this agreement.

2. Accountability

The Partners have entered into this Memorandum of Understanding to develop on-the-ground forest restoration, fuel hazard reduction, and ecocultural restoration projects—including planning and implementation that are important to the restoration, recovery, and sustainability of ecosystems, community safety, and economic development for the Rogue Valley. To that end, we will work to achieve tangible results that implement our collective vision and plans.

By assuming responsibility for actions, products, decisions, and policies—including the administration and implementation within the scope of projects—we acknowledge the responsibility to report, explain and be accountable for resulting consequences of our actions or inaction to the other Partner.

3. Fiscal and Administrative Considerations

To maximize available financial resources, the Partners may enter into cooperative agreements with other organizations, foundations, or agencies to

accomplish agreed upon plans. All external agreements are subject to the decision making process contained herein.

All activities under or pursuant to this Memorandum of Understanding are subject to the availability of funds, and no provision herein shall be interpreted to require obligation or payment of funds. This Memorandum of Understanding is not a funding document and does not represent the obligation or transfer of funds.

This Memorandum of Understanding does not direct or apply to any person not employed by Rogue Workforce Partnership or Lomakatsi. Any fees or funding in connection with the activities contemplated by this Memorandum of Understanding will be negotiated separately and are not a requirement of this Memorandum of Understanding.

4. Confidential Information

No Partner will disclose confidential or proprietary information received as a result of this Memorandum of Understanding except pursuant to an agreement duly executed by both parties. Lomakatsi and Rogue Forest Partnership shall hold in confidence and not disclose to any other entity, except as required by law, any information related to any cultural or archaeological resources, or any human remains, burials, associated funerary objects, or other object of cultural patrimony that are identified during the conduct of a project pursuant to this MOU.

5. No Assignment

No party shall assign any rights or obligations arising pursuant to this Memorandum of Understanding to third parties without prior written approval of the other party.

6. Issue Resolution Process

The purpose of this process is to resolve disagreements that may arise between the Partners during the life of this Memorandum of Understanding. The Partners will strive to address matters informally, at the staff level. In the event that staff is unable to resolve a dispute, the issue will be presented to immediate supervisors, and if the dispute is not resolved, the matter will be presented to progressively higher levels of management until consensus is reached. In the event consensus is not reached, the matter will be resolved by the President / Executive Director of Rogue Forest Partnership and the President / Executive Director of Lomakatsi.

7. Evaluation

The Partners will promote and encourage intra-organizational sharing and standardization of evaluation and assessment information for the purpose of evaluating and reporting.

8. Assurances
The Partners will comply with all applicable laws, rules, regulations, and policies related to nondiscrimination, accessibility, and civil rights.
9. Modification
This Memorandum of Understanding may be modified only by mutual written consent of the partners; however, such modifications shall not retroactively alter terms or conditions of previous decisions or agreements.
10. Termination
This Memorandum of Understanding may be voluntarily terminated by Rogue Workforce Partnership or Lomakatsi by giving 30 days written notice to the other party. In the event the federal and/or state laws should be amended so as to render the fulfillment of the contract infeasible, either Partner shall be discharged from further responsibilities created under the terms of this Memorandum of Understanding.

GENERAL PROVISIONS

It Is Further Agreed By The Partners:

- A. That each and every provision of this Memorandum of Understanding is subject to the laws of the United States.
- B. That nothing in this Memorandum of Understanding shall be construed as authorizing the transfer of funds or anything of intrinsic monetary value, nor does it confer upon any of the signatories that authority to commit the Rogue Workforce Partnership or Lomakatsi to the expenditure of funds.
- C. That each party to this Memorandum of Understanding will assume the costs associated with their agreed upon responsibilities and their level of participation, as set forth in this Memorandum of Understanding and as agreed by the Rogue Workforce Partnership and Lomakatsi for each project jointly implemented pursuant to this Memorandum of Understanding.
- D. That new supplements, modifications, or amendments to this Memorandum of Understanding may be proposed in writing by any party and shall become effective upon signature by both Partners.

- E. That this Memorandum of Understanding shall become effective as soon as it is signed by both Partners and shall continue in force until terminated by any party upon thirty (30) days notice in writing to the other parties indicating a termination date.
- F. That Lomakatsi hereby agrees to indemnify, protect, and hold harmless Rogue Workforce Partnership and its affiliates (and the directors, officers, employees, or agents of any of them), against (1) any claim, loss, damage, or liability of any nature whatsoever for bodily injury as a result of any negligence, gross negligence, intentional and wrongful acts, or strict liability of Lomakatsi, or of any person or entity acting on Lomakatsi's behalf, in connection with the performance of activities contemplated by this Memorandum of Understanding; and (2) any claim, lien, damage or liability arising from the Lomakatsi's failure to pay its vendors or subcontractors for goods or work related in any way to this Memorandum of Understanding.
- G. Rogue Workforce Partnership hereby agrees to indemnify, protect, and hold harmless the Lomakatsi and its affiliates (and the directors, officers, employees, or agents of any of them), against (1) any claim, loss, damage, or liability of any nature whatsoever for bodily injury as a result of any negligence, gross negligence, intentional and wrongful acts, or strict liability of Rogue Workforce Partnership, or of any person or entity acting on Rogue Workforce Partnership's behalf, in connection with the performance of activities contemplated by this Memorandum of Understanding; and (2) any claim, lien, damage or liability arising from Rogue Workforce Partnership's failure to pay its vendors or subcontractors for goods or work related in any way to this Memorandum of Understanding.
- H. That, notwithstanding any other provision of this Memorandum of Understanding, nothing in this Memorandum of Understanding is, or shall waive any rights, powers, immunities, or remedies otherwise available.
- I. This Memorandum of Understanding is intended solely for the purpose of describing a collaborative relationship between Rogue Workforce Partnership and Lomakatsi, and may not be construed to grant any rights, benefits, cause of action, or privileges to any third parties.
- J. Duration of MOU - 3 years with an option to extend.

[signatures on following page]

IN WITNESS WHEREOF, The parties here to have executed this Memorandum of Understanding as of the date below:

ROGUE WORKFORCE PARTNERSHIP



2/20/2024

Date

Heather Stafford, Executive Director
Rogue Workforce Partnership

LOMAKATSI RESTORATION PROJECT



2/29/2024

Date

Marko Bey, Executive Director
Lomakatsi Restoration Project