

Shared Maintenance & Co-Management Agreement

Between

Native American Studies Rou Dalagurr Food Sovereignty Lab and Traditional Ecological Knowledges Institute

and

Facilities Management

This is an agreement between the Campus Entity, Academic Affairs Division, College of Arts, Humanities and Social Sciences, Department of Native American Studies Rou Dalagurr Food Sovereignty Lab & Traditional Ecological Knowledges Institute (FSL/TEKI) hereinafter called **CE**, and Administrative Affairs Division, Facilities Management, hereinafter called **FM**. This agreement will be used as instructional/operational guidelines for shared maintenance and co-management of an outdoor grounds area on the Cal Poly Humboldt Campus, including satellite locations around the Behavioral & Social Sciences Building.

This agreement is made following the USFAC recommendation that “the University enter into a shared operations, maintenance, and co-management agreement with the NAS Rou Dalagurr Food Sovereignty Lab and Traditional Ecological Knowledges Institute of the outdoor space outlined in the proposal dated February 2022.” This agreement is required for external space allocations, consistent with the Cal Poly Humboldt Space Policy.

I. Acknowledgement, Purpose, and Scope

This is a unique opportunity for all the partners in this agreement to collaborate in transformational change at our university. We strongly support the need for establishing a ‘continuity of Indigenous space’ near and around the Behavioral and Social Sciences Building (BSS), which will be used as an outdoor extension of the classroom/lab space to the NAS Food Sovereignty Lab. A shared maintenance and co-management agreement between Facilities Management and the Campus Entity will inscribe the University’s shared commitments to caring for the space, and to relationship with the landscape and the more-than-human relatives therein, ensuring their well-being, to return tribal community access and sovereignty to landscape, and to ensure the safety of those who utilize it.

It is recognized and appreciated that collaboration and partnership with the Rou Dalagurr Food Sovereignty Lab and Traditional Ecological Knowledges Institute also means the University is engaged in a collaboration with local native partners represented through the FSL/TEKI Steering Committee, which reinforces the relationship between the University and surrounding Indigenous communities. It is also recognized that this agreement is about much more than University space and maintenance, it also entails

working collaboratively towards restorative justice, foregrounding Native sovereignty and self-determination, and healing the land.

Additionally, this agreement will serve as a template for other agreements formalizing outdoor allocation requests or existing arrangements of shared maintenance on the Cal Poly Humboldt campus. This agreement serves as a forward-looking model for other CSUs and higher institutions looking to collaborate with Indigenous scholars and communities on similar endeavors, increasing the access of Indigenous communities to their aboriginal territories and landscapes, and supporting Indigenous self-determination and sovereignty over those territories and landscapes through co-management agreements. Of emphasis in the valuation of this agreement is collaboration and insight of tribal knowledges and landscape management practices. The collaboration with tribal communities in this bounded space is facilitated primarily through the Steering Committee of the FSL/TEKI, which has representation by regional tribes and tribal organizations, as well as students and alumni of Cal Poly Humboldt and Department/Program partners.

This agreement will clearly identify the roles and responsibilities of each party as they relate to the maintenance, co-management, and use of outdoor space at Cal Poly Humboldt. The campus area of interest is outlined in Figure 1, and includes landscape and hardscape surrounding the BSS building, starting south along Union street, then west along the north boundary of Parking area G15, then north along the border of the grounds area associated with the Buck House. It also includes the northern side of the BSS building along the top of the hill. The area will be managed in collaboration with the standard FM Grounds practices because this area will be used as an outdoor extension of the classroom/lab space.

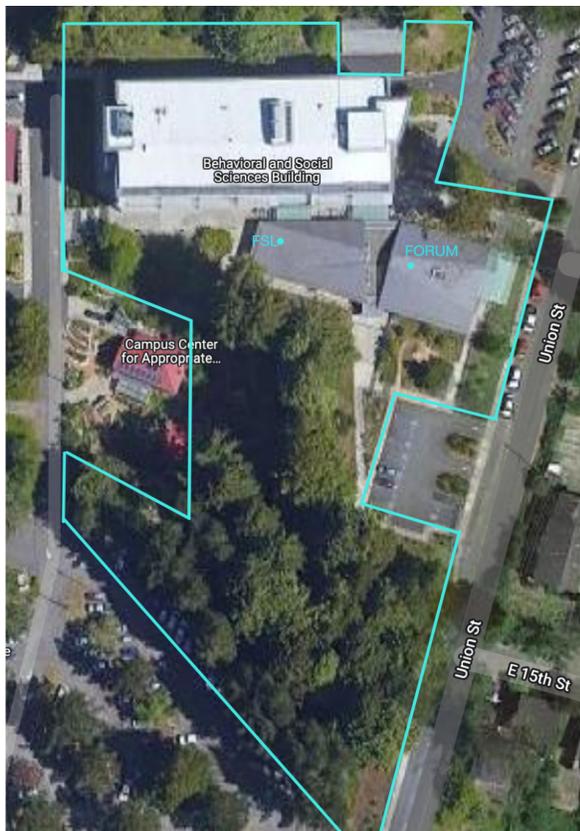


Figure 1. The bounded landscape/space subject to this agreement. The approximate boundaries are demarcated in turquoise. The blue circle marked 'FSL' indicates BSS 168, the Rou Dalagurr Food Sovereignty Lab and Traditional Ecological Knowledges Institute interior space. The blue circle marked 'Forum' indicates the Native American Forum

II. Partner Identification & Notifications

The following groups will be involved in decision making abilities for major modifications. These campus entities will be notified as necessary depending on particular situations.

- Campus Partners
 - CE: Native American Studies Department
 - Rou Dalagurr Food Sovereignty Lab and Traditional Ecological Knowledges Institute
 - Facilities Management
 - University Space & Facilities Advisory Committee
 - Landscape and Tree Advisory Subcommittee
 - Risk Management

- Off-campus Partners
 - Steering Committee to the Rou Dalagurr Food Sovereignty Lab and Traditional Ecological Knowledges Institute

Any changes to activities in the bounded area will result in a notification between the following partners, as appropriate. Written notifications will go out via email or FM work request that include a stated urgency and expected response timeline. Every effort will be made to meet the expected response timeline. If a notification includes elements of Fire and Life safety, jurisdictional approval will be required as noted in section VI. The appropriate partner below will initiate the request using the methods as described under the respective partner.

- FM Grounds Manager . The Grounds Manager will be notified by email and/or FM work request whenever a request for specific maintenance support emerges outside of that which is detailed in the responsibilities of FM and Campus grounds throughout this document.
 - Regarding regular maintenance of the bounded area (Sections IV & V), the CE will provide written and verbal (when appropriate) requests to the Grounds Manager, particularly when such maintenance needs change.
 - Regarding requests made by FM or other Campus Partners to activities initiated by the CE in the bounded areas - the FM Grounds Manager and/or AVP will notify the CE via email if additional/different activities are necessary within the bounded area.
 - Regarding any disputes on the care and maintenance of the bounded area
- Risk Management - risk-management@humboldt.edu. Risk management will be engaged in the following instances (See Section VI for more detail):
 - When an open flame event is planned
 - Power tool use on campus by off-campus partner is planned
 - Vehicle use on campus by off-campus partner is planned - a liability waiver will be obtained from Risk and returned signed or each partner driving a personal vehicle on campus
 - Any use or interaction with plantings that are considered a “risk” consistent with the Approved Campus Plant List (see Section III)
- CE Representatives: Co-Directors of the FSL/TEKI, and coordinator of the FSL (planned position)

- Engagement with the bounded space from campus partners must be either initiated or approved by a CE representative in writing.
- When major modifications to the space are required, particularly regarding infrastructure modification, a work order will be made through Facilities Management: Planning, Design, and Construction by the CE.
- The CE may request FM modifications of responsibilities such as litter removal and cleanup (see section V) at subsites within the bounded landscape (see Figure 2) for certain periods, particularly associated with certain events and projects.
- The CE will be engaged when FM finds any unexpected hazards in need of remediation, either within areas of maintenance responsibility of FM or CE. Areas impacted by hazard mitigation will be defined by FM prior to engagement.
- Requests for use of this space will be communicated to the CE Representative and/or through 25Live, and permission for such use will be at the CE's discretion. Planned fire or open flame permits will be sought through this process, and routed to the appropriate partners listed in section IV.
- Requests for plant list dissemination will be communicated to the CE Representative prior to any sharing of information.
- Regarding any disputes on the care and maintenance of the bounded area
- Landscape & Tree Advisory Subcommittee (see section III). The Landscape & Tree Advisory Subcommittee will be engaged in the following instances:
 - When novel plantings within the bounded area are planned that are not on the campus approved plant list.
 - When plantings within the bounded area are planned that have been flagged as “problematic” in the Approved Campus Approved plant list (see section II))
 - When engagement with a planting or proposed planting is considered a “risk” consistent with the Approved Campus Plant List (see Section III)
- FM Leadership: AVP for Facilities Management, Director for Facilities Operations. FM Leadership will be included in any of the following notifications initiated by any Partner:
 - Fire/Life Safety events (see section VI)
 - Dispute Resolution (see section VIII)
 - Revisions or Updates to the agreement (see section IX)
 - Regarding any disputes on the care and maintenance of the bounded area

III. Planting and Building Guidelines

The campus plant list will be consulted when new plantings are planned in the bounded area. The CE is responsible for checking the list of plants that are not allowed to be planted on campus because of their competitive and prolific nature; The Landscape and Tree Advisory Subcommittee (LTAS) will provide this list to the CE. If the CE desires to plant a particular plant that is classified as ‘invasive’, ‘failure to thrive’, or ‘maximum density’ within this list, the CE may communicate directly with LTAS regarding this request.

The LTAS will be notified with a list of scientific names of any species which are proposed to be (re)introduced into the landscape that are not currently present on campus or not on the campus plant list.

management of organic and inorganic materials, as well as outside storage of any implements, materials, and supplies. Areas adjacent to buildings and building roofline within a threshold of 30 ft, hardscape, stairs, and ADA access within a threshold of 5 ft, shall be managed by FM and will not be subject to CE request initiation, but planned activity in this area must be communicated to the CE. This area shall be kept free of trip hazards and fire hazards. No vertebrate animals shall be housed or husbanded in human-created structures nor in a state of exclusive human dependency within the boundary of the agreement without amending this agreement or creating a new one.

The landscape's management strategy, and subsequent aesthetic will be continuously modified to be consistent with community input, research, and management strategies. This is divergent from 'manicured' landscapes and management practices as they are conceived of in Eurocentric worldviews. The sovereignty of the CE and associated community partners in this space is hereby established to self-define management expectations, written consent and oversight from the CE shall be followed prior to any engagement pursuant to section II. The CE may make specific requests of FM Grounds. The CE will direct the parameters of these requests and work with FM Grounds as resources allow to ensure the objective is met (excepting directly adjacent areas to infrastructure established above, which are primarily the purview of FM Grounds).

Certain sites (see Figure 2) will have consistent engagement by FM, to the bounds and extent defined in section V below. This will hold until this agreement is revised following the process outlined in section IX.

Communication expectations are consistent and subject to the communication pathways established in section II, and the CE will provide written and verbal (when appropriate) requests to the FM Grounds Manager, particularly when such maintenance needs arise (see section II).

The CE will oversee all plantings, plant harvest, and plant 'removal' in this area, as well as care for the landscape assemblage and habitat. The FSL/TEKI Indigenous Garden shall be the responsibility of the CE. See section III above for more details regarding Plantings.

Changes to the landscape that are likely to impact drainage or erosion are to be done in consultation with FM to ensure that space beyond the area of agreement is not negatively impacted. Tree hazards, major modifications, or service requests of the outdoor site should be communicated to the FM Grounds Manager and FM Leadership by a designated representative of the CE following the communications pathways established in section II.

The CE will be responsible for mitigating certain hazards within the bounded area, as communicated by FM following notification protocols outlined in section II.

V. FM Maintenance Responsibilities

FM is responsible for the maintenance and servicing of all hardscaped areas (patios, paved walkways, permanent seating, building service access, parking infrastructure, etc.), excluding predetermined sites and their engagement by the CE in their particular utilization. Communication pathways surrounding events and subsite use are established in section (II). FM will conduct:

1. regular safety walks and litter collection (FM Grounds), with special care to stay on the designated walking paths. Should need arise to work outside these paths, FM will communicate such needs to the CE prior to engaging (section II).
2. routine or prescribed pressure washing (FM Grounds),
3. trash/ recycling collection (FM Recycling)

Mitigation of hazards may be triggered by proximity to buildings, infrastructure, or gathering places. Respectful consideration and communication with all parties will be made before the removal of any material, following the communication and procedural pathways established in section (II). Areas impacted by hazard mitigation will be defined by FM prior to engagement. The CE explicitly wishes to prevent the spraying of chemicals, such as fungicides, pesticides, and herbicides, and the application of unapproved forms of fertilizer or other chemical agents in the bounded space. The CE will seek updates on campus-wide chemical applications. Hazards will be addressed by FM in the follow way:

1. Damaged or threatening limbs in proximity to buildings will be removed
2. Trip hazards caused by hardscape shifts will be smoothed or otherwise remediated. Sprinkler heads or other irrigation related trip hazards would be remediated by FM. Other trip hazards related to downed limbs or plant matter will be communicated to CE when they are outside of the hardscape areas for immediate mitigation by the CE.
3. Any slippery surfaces (mossy hardscape or mudslide areas due to irrigation issues or otherwise) will be mitigated by physical means such as pressure washing or brushes with water. No solvents or soaps/chemicals will be used. Referring to figure (2), site B will be generally excluded from these mitigation measures.
4. All living organisms found that may be hazardous to passersby (such as poison oak) will be communicated immediately to the CE if noted by FM. Action to mitigate this potential hazard will be initiated by the CE, as noted in section IV, above, and reported to FM when complete.

Existing ongoing FM maintenance requests:

Mixed plantings care: Continued mechanical maintenance by FM of sections 1, 2, & 9 are requested until these spaces are modified and maintenance needs are updated. The CE will notify FM of these modifications signaling a change in maintenance needs, when appropriate.

Lawn Care: Continued lawn care to sites 6, 7 (see Figure 2), is requested such as mowing and ‘weed whacking’ (while abstaining from chemical and fertilizer applications). FM will only engage in mechanical care within the agreement boundaries. The CE intends to phase out ‘lawns’ towards native plantings. The CE will provide a written request to cease or refine requested lawn care at a future date.

Overgrown species: In specific cases, identified by the CE and requested in writing, we will request the maintenance of particular species within the bounded space by FM.

Irrigation and drainage systems: Continued service of drainage systems and upkeep of irrigation systems is expected from FM Grounds team in site 9 (see figure 2 above)

Maintenance of hardscape - ADA pathways and structures (existing and planned): The planned ADA pathways and structures in sites A&C will be maintained by FM.

VI. Requirements for Fire & Life Safety

As is the case throughout indoor and outdoor space on the Cal Poly Humboldt campus, the safety of our campus community is of utmost importance. The following requirements must be met by all parties herein to ensure any hazards are minimized for our students, faculty, staff, and community visitors. All Issues involving Fire and Life Safety must be approved by the authority having jurisdiction (AHJ) according to state law, which may include but are not limited to the campus designated Deputy Building Official housed in FM, the Office of the State Fire Marshal, the local fire jurisdiction, the CSU Office of Fire Safety, Humboldt County Health and Human Services.

1. Safe access/egress to areas within the boundary of agreement shall be continually maintained by CE and monitored by FM. FM, Risk, and State & Local Fire Marshall personnel shall be able to access the entirety of the area at all times.
2. Any planned fire /open flame must be brought to the attention of the State Fire Marshal in collaboration with FM, and approved by University Risk at least 4 weeks in advance. In addition, between 24-48 hours prior to the open flame event, additional approval from Risk is required.
3. Those incidents deemed a “tree hazard” by FM will be managed by the FM Grounds professional staff. However, plans to mitigate the hazard will be communicated to the CE in advance of any action following the communication pathways established in section II, and all effort will be made to limit the impact on the surrounding areas. Organic materials made available by tree hazard mitigation within the boundaries of this agreement will be offered to the CE prior to use elsewhere on campus or disposal.
4. There will be a threshold of 30 ft to existing buildings and building rooflines and 5 ft of hardscape, stairs, and ADA access pathways which shall be managed by FM for tree and fire hazards.
5. The use of power tools by community volunteers during maintenance/use of University grounds and landscape will be reviewed extensively by the University Risk department and legal counsel prior to any activity on campus and formal approval will be necessary.
6. All parties will sign a liability release for work on campus and if they bring their vehicle on-campus to haul something off campus and file with the Campus Risk Department.

VII. Site Security

The site security protocols will be consistent with Cal Poly Humboldt’s security policies and procedures. The site will be open to and serve community, and host community-facing events, but this is both an interior and outside Laboratory space and Institute, wherein sensitive projects and experiments will be housed. Considering the contextualization of the space to the self-determination and sovereignty of the FSL/TEKI and our off-campus partners, engagement with the landscape by any party must be conducted in alignment with Indigenous philosophies of mutual care and respect and honors community relationship with this landscape. The policies and procedures for such engagement have been, and continue to be, developed by the CE.

1. Site use and occupancy are defined by the exterior space allocation to the NAS Department and are consistent with the University Space Policy. Requests for space reservation and use will be approved or denied for any reason at the discretion of the CE Representatives (see section II).

2. Priority for space reservation will always go to native programs, native facing community events and services.
3. CE is responsible for securing all valuable supplies and materials with the understanding that the area is a publicly accessible space.
4. Providing feed with the intention of attracting wildlife such as (but not limited to) squirrels and other rodents, deer, raccoons, skunks, and non-native bird species will not occur within the boundary of the agreement. Note - Habitats and native/naturally occurring plants are not considered “feed” here.

VIII. Dispute Resolution

Should disagreements in the care and use of this space arise, a clear process for resolution is described here:

1. Written identification of issues will be disseminated to the parties identified in section II.
2. Parties receiving the written notification will work together to create a plan for mitigating concerns.
3. A written resolution will be created by collaborating parties and submitted to their respective division leadership. C
4. Divisional resolution: Issue will require a special meeting with all partners adequately notified (15 days prior), included, and present for further discussion and resolution. The meeting will be led by the respective division leadership.
5. If there can be no resolution between divisions, the President will be presented information by Division leadership and the president will render a final decision.
6. Potential outcomes
 - o Agreement modifications
 - o Addendums added to the original agreement
 - o Activity is modified to be in alignment with the agreement

IX. Revisions or Updates to the Agreement

Pursuant to the [Campus Space Policy](#) , the following is mutually understood and agreed by both parties:

Review cycle: This agreement is ongoing beginning upon the completion and signing of this document, until an agreement by both parties or the stipulations for reassignment are met. An annual review of the ‘Shared Maintenance and Co-Management Agreement’ will occur every March between the CE and FM, where options of modification to the agreement may be discussed and adopted following thorough discussion, review, and consent of the partners outlined in section II of this agreement.

This agreement of shared maintenance and co-management of the defined space may be altered, in whole or part, as follows:

1. When Cal Poly Humboldt and the CE agree upon modification conditions, including the effective date. Changes will take effect immediately, or upon the start of a new fiscal year, as appropriate.
2. Any party can request changes to the agreement, and all parties will be given at least 30 days written notification setting forth the reasons for modification, including funding and/or mission changes, and effective date.

3. In the case of Cal Poly Humboldt’s initiation of a reallocation or reassignment of the space for any reason, including changes in programmatic need and/or academic priorities (see University Space Policy), Cal Poly Humboldt must provide a 90-day written notification prior to the change, with outlined reasons for reallocation or reassignment and provide a provision of an accessible appeals process. Such change must be discussed at a USFAC meeting, officially posted to the agenda with adequate notice (30 days prior) to enable the attendance of CE representatives (section II).
4. Per the Campus Space Policy, appeals to USFAC reallocation action can be made to the Academic Senate.

X. Building Permitting and Capital Projects

Any improvement falling under the definition of a “[Project](#)” within the bounded area will be required to follow the Cal Poly Humboldt permitting process. Accessible access, where required, will be evaluated and approved by the campus deputy Building Official and/or Certified Access Specialist.

XI. Effective Date and Signature

This agreement shall be in effect upon the signature of CE and FM authorized officials. It shall be in force ongoing or until revisions and/or reallocations are made.

Kaitlin Reed
Campus Entity Faculty Sponsor

Kaitlin Reed

(Signature & Date)

Cutcha Risling Baldy
Campus Entity Faculty Sponsor

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[Cutcha Risling Baldy \(Aug 12, 2022 13:38 PDT\)](#)
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Karley Rojas Vienneau
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Michael Fisher
AVP Facilities Management

Michael Fisher

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Elizabeth Whitchurch
Director Facilities Operations



[Elizabeth Whitchurch \(Aug 12, 2022 14:03 PDT\)](#)
(Signature & Date)