

MEMORANDUM OF UNDERSTANDING BETWEEN THE RESOURCE CONSERVATION DISTRICTS OF THE GREATER BAY AREA CONSERVATION HUB

I. PARTIES

- Alameda County Resource Conservation District (“ACRCD”), an independent special district of the State of California.
- Contra Costa Resource Conservation District (“CCRCD”), an independent special district of the State of California.
- Loma Prieta Resource Conservation District (“LPRCD”), an independent special district of the State of California.
- North Santa Clara Resource Conservation District (“NSCRCD”), an independent special district of the State of California.
- Solano Resource Conservation District (“Solano”), an independent special district of the State of California.
- Suisun Resource Conservation District (“Suisun”), an independent special district of the State of California.

II. PURPOSE

The Parties are government entities authorized by Division 9 of the California Public Resources Code, with locally appointed or elected Boards of Directors that are accountable to their constituents and responsible for the delivery of natural resource conservation services within their respective boundaries. The Parties address similar resource and conservation issues due to their common statutory purpose and proximity, which creates opportunities for joint and collaborative initiatives across district boundaries from time to time. The Parties have formed a collaborative group to deliver services within the Greater Bay Area region, and have chosen to sign this Memorandum of Understanding (“MOU”) to formalize a mutual initiative to collaborate on agricultural programs, watershed restoration and enhancement projects, community outreach, and public education. The group shall be known as the Greater Bay Area Conservation Hub (“GBACH”).

III. COMMON UNDERSTANDING OF THE PARTIES

The Parties are interested in engaging in collaborative projects that provide benefits to all jurisdictions by leveraging individual and pooled expertise and resources. Relevant activities of the Parties under this MOU may include but are not limited to administrative and technical support; joint applications for grants and cooperative agreements; data collection and analysis; research publications; educational workshops; design and implementation of watershed projects; and public engagement. Before undertaking any specific project that would require the Parties to invest resources other than in-kind services, the Parties will enter into a written supplemental special project agreement that identifies specific project priorities, objectives, and schedule, and describes each Party’s responsibility for providing the financial or other resources needed to implement the project to meet the stated objectives. Any supplemental agreement for a special project may reference this MOU as appropriate.

IV. GOVERNANCE

The Parties have created a GBACH (“Committee”) to oversee day-to-day operations and activities of the group. GBACH has the authority to submit grant applications on behalf of the group with majority vote of the GBACH. Changes to the MOU shall require individual RCD Board of Directors approval.

A. Structure and Commitment

- GBACH will consist of one representative from every member RCD as determined by that RCD.
- It is suggested that member RCD representatives can be the Executive Director/Officer or a chosen staff member whose work is relevant to the Hub’s efforts at the member RCD. If Executive Director/Officers designate this responsibility to staff, they (ED/O) are expected to stay informed with GBACH decisions through meeting minutes or reports from their staff.
 1. If the Greater Bay Area Conservation Hub expands its membership to include new RCDs, the GBACH will also expand to include a new representative from that RCD.
- The Committee will elect a Chair at the first meeting to lead and organize GBACH meetings, and prepare an agenda with suggestions from other GBACH members. This Chair will be chosen annually by the Committee to serve for a one-year term. It is recommended that the Chair be rotated between participating RCDs.
- GBACH meetings will occur no less frequently than once a quarter but may meet more often as needed to discuss potential grant applications and other necessary business
- GBACH will develop a strategic vision for GBACH with guidance from the individual RCDs.
- GBACH will develop protocol for membership eligibility.

B. Decision Making within GBACH

- GBACH will make decisions using consensus.
- If an individual member cannot support a position or statement otherwise accepted by consensus of the group, the group will attempt to resolve these issues before moving forward. review the decision and move forward.
- Members can participate fully in all dialogue and decision making processes, even when they are administratively unable to endorse a statement or action taken by the group.
- Addition of new RCDs shall be approved with a majority vote.

C. Fiscal Sponsor

- One or more of the Parties may act as fiscal sponsor for GBACH activities.
- The fiscal sponsor will not be required to be responsible for hiring GBACH staff.
- The fiscal sponsor acts purely as a financial host but does not have sole decision-making authority for the project.
- The fiscal sponsor shall be entitled to receive reimbursement from the grant for administrative responsibilities.

V. RESOURCE OBLIGATIONS

This MOU describes the Parties’ broad interest in and intent to collaborate in areas of mutual interest. All activities that may be undertaken under this MOU are subject to the availability of personnel, resources, and funds. This MOU does not create binding, enforceable obligations against any Party. This MOU does not affect or supersede any existing or future agreements or

arrangements among the Parties and does not limit the Parties' ability to enter other agreements or arrangements related to this MOU. The Parties acknowledge that the terms and conditions of any such agreements shall comply with applicable law and regulations, and shall be negotiated and executed by appropriate representatives under procedures that comply with applicable laws and regulations that govern contracts between government agencies and non-government entities.

VI. GENERAL PROVISIONS

Independent Entities. Each Party acknowledges that it will act within its separate authority and independent capacity in the performance of its respective functions under this MOU. Nothing in this MOU shall: a) be construed as obligating any Party to the delivery of services or to the expenditures of funds; or b) create any third-party beneficiaries or otherwise confer any rights or remedies to any non-Party.

Assurances. The Parties agree to abide by all applicable Federal and State statutes and orders relating to environmental laws and regulations and the Endangered Species Act, and Federal and State protection of rivers and waterways and historic and archeological preservation in the performance of activities in this MOU.

Mutual Indemnification. Parties agree to indemnify, defend, and hold other Parties' agents, successors, and assigns harmless from and against all claims, causes of action, liabilities, damages, judgments, and other costs and expenses suffered or incurred by any of them arising solely from an individual Party's performance or failure to perform under this MOU. *[subject to review by District Counsels]*

Non-Discrimination Policy. Parties shall not discriminate against any person on the basis of race, creed, color, national origin, ancestry, caste, sexual orientation, political affiliation or beliefs, religion, gender, gender identity or gender expression, age, physical and invisible disability, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996) in the performance of activities included in this MOU.

Information Sharing. In their shared efforts to educate and build consensus across government, academic, and community-based stakeholders, the Parties may elect to share with each other information that is in the public domain and considered non-confidential. ALL Parties agree to mark any confidential or sensitive client information that it may share so that the other Party is aware of the confidential or sensitive nature of such information ("Confidential Information"). The Parties acknowledge that as public agencies, they are subject to the California Public Records Act ("CPRA"), and may be required to disclose Confidential Information that is provided to it through this MOU if a request is made that is not otherwise subject to exemption under State law.

VII. NOTICES

Any notice required or desired to be given under this MOU shall be deemed given if in writing sent by first class or electronic mail to the addresses of the Parties as follows:

[insert name/title for person to receive notice]

VIII. DURATION, TERMINATION, AND MODIFICATION

This MOU shall become effective when signed by all Parties and continue in force until terminated. All modifications shall be in writing and approved by each Party. The MOU may be terminated at any time by mutual consent of all Parties or by one party by giving sixty (60) days written notice to the others.

IN WITNESS HEREOF, the Parties hereto have executed this MOU as of the effective date set forth in Section VII.

Signed: _____	Date: _____
Signed: _____	Date: _____
Signed: _____	Date: _____
Signed: _____	Date: _____
Signed: _____	Date: _____
Signed: _____	Date: _____