

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 services areas for the Parties, and have chosen to sign this Memorandum of Understanding (“MOU”) to formalize a mutual initiative to collaborate on agricultural programs, watershed and wetland 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 seek to develop a framework for strategic collaboration that leverages their individual and collective expertise and resources to provide mutual benefits to their districts and constituents. Relevant activities of the Parties under this MOU may include but are not limited to administrative and technical support; conservation planning; joint applications for grants and cooperative agreements; data collection and analysis; research publications; educational workshops; design and implementation of agricultural, watershed, and wetland projects; and public engagement; and other activities relevant to the GBACH’s purpose. Before undertaking any specific project that would require any of the Parties to invest resources other than in-kind services, the participating 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 Steering Committee (“Committee”) comprised of RCD staff to coordinate the Parties’ activities under this MOU. It is acknowledged by the Parties that should Committee membership be later amended to allow members of the Parties’ Board of Directors to serve on the Committee, Committee meetings shall be subject to the Brown Act.

A. Structure and Commitment.

1. Committee will consist of the executive officer (“ED”) from every member RCD.
2. The ED may delegate their authority to an alternate staff member whose work is relevant to the Committee’s efforts. If the ED designates this responsibility, the alternate is expected to keep the ED informed with Committee decisions through meeting minutes and reports.
3. If GBACH expands its membership to include new RCDs, the Committee will also expand to include a new representative from that RCD.
4. Committee will elect a Chair at the first meeting to lead and organize GBACH meetings, and prepare an agenda with suggestions from other Committee 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 among participating RCDs.
5. Committee meetings will occur no less frequently than once a quarter but may be scheduled more often as needed to discuss potential grant applications and other necessary business.
6. The Committee will develop a strategic vision for GBACH with guidance from the Parties.
7. The Committee will develop protocol for membership eligibility.

B. Decision Making within Committee.

1. Committee will make decisions regarding operations and activities by consensus, with the exception of 1) those decisions for which consensus cannot be reached; and 2) the recommendation to add new RCDs to GBACH, both of which decisions shall require a majority vote with the record reflecting all positions.
2. Each Party will delegate authority to the Committee to submit grant applications on behalf of the Parties within the scope of this MOU, subject to a majority vote of the Committee to approve a given application.
3. If the Committee decides to move forward on a grant application on behalf of a subset of the Parties, subsequent decision-making may be made by solely by the Parties participating in the grant application and project.
4. This MOU shall not be interpreted to restrict or otherwise interfere with a Party’s or Parties’ ability to individually or jointly apply for grants that are outside the scope of this MOU and do not involve GBACH.
5. If an individual Party cannot support a position or statement otherwise accepted by consensus of the Committee, the Committee will attempt to resolve these issues before moving forward. Parties can participate fully in all dialogue and decision making processes regardless of whether or not they initially supported the position or statement.

C. Fiscal Sponsor.

1. One or more of the Parties may act as fiscal sponsor for GBACH activities.
2. The fiscal sponsor will not be required to be responsible for hiring GBACH staff.
3. The fiscal sponsor acts purely as a financial host but does not have sole decision-making authority for the project.
4. 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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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. Parties shall not share written confidential or sensitive client information among the Parties unless written authorization has been received from the client. 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.
- F. Amendments to the MOU shall require approval by each Party's RCD Board of Directors, who will designate the authorized signatory for the agreement.

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:

Marilyn Harvey, Chief Executive Officer ACRCD 3585 Greenville Rd, Suite 2, Livermore, CA 94550 925-453-3863 marilyn.harvey@acr.cd.org	Chris Lim, Executive Director CCRCD 2001 Clayton Rd, Suite 200, Concord, CA 94520 925-690-4156 clim@ccr.cd.org
Dina Iden, Executive Director LPRCD 8010 Wayland Ln, Suite 1D, Gilroy, CA 95020 408-847-4171 dina@lomaprietar.cd.org	Stephanie Moreno, District Manager NSCRCD 1560 Berger Drive, Rm 211, San Jose, CA 95112 408-288-5888 smoreno@NSCRCD.org
Chris Rose, Executive Director Solano RCD 1170 N. Lincoln St, Suite 110, Dixon, CA 95620 707-678-1655 chris.rose@solanor.cd.org	Steve Chapell, Executive Director Suisun RCD 2544 Grizzly Island Rd, Suisun City, CA 94585 707-425-9302 schappell@suisunr.cd.org

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 VIII.

Signed: *Marilyn Harvey* Title: Chief Executive Officer
Alameda County Resource Conservation District Date: May 27, 2026

Signed: *Chris Lim* Title: Executive Director
Contra Costa Resource Conservation District Date: May 27, 2026

Signed: *Dina Iden* Title: Executive Director
Loma Prieta Resource Conservation District Date: May 27, 2026

Signed: *Stephanie Moreno* Title: District Manager
North Santa Clara Resource Conservation District Date: May 26, 2026

Signed: *Christopher Rose* Title: Executive Director
Solano Resource Conservation District Date: May 27, 2026

Signed: *Steve Chappell* Title: Executive Director
Suisun Resource Conservation District Date: May 26, 2026