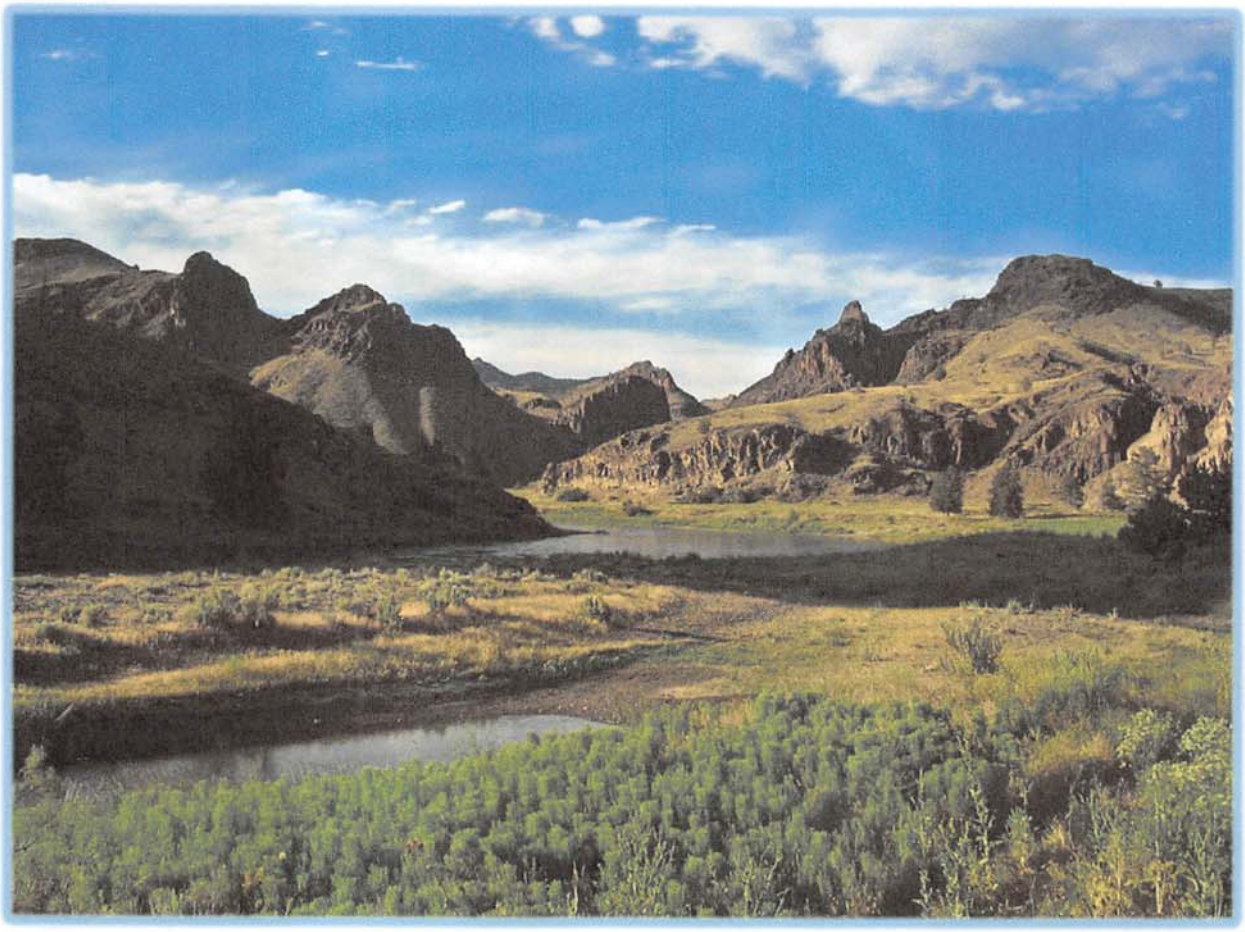
John Day Basin Partnership

Operations Manual



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Prepared by:

John Day Basin Partnership

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Definitions

Adaptive Management	The iterative, systematic acquisition and assessment of information to inform management decisions over time.
Basin or Basinwide	John Day River Basin.
Capacity	Partner staff time to undertake work toward attainment of partnership outcomes.
Exceptional project	Project that offer exceptional risk mitigation and/or resilience improvement for high quality habitat based on judgment of a reviewer scoring a proposed project.

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High impact project	Project that deliver lasting positive impact upon the ecological, economic, and/or cultural well-being of the basin.
High quality habitat	Fully functioning habitats, refugia, and designated refuge and natural areas.
Hydrologic Unit Code	A way of identifying drainage basins in a nested arrangement from largest (1st level: region) to smallest (6th level: subwatershed).
Landscape-Scale Planning	Collaboratively plan, finance, and manage projects with significant ecological, economic, and social conservation value to achieve specific objectives across interconnected landscapes.
Capital project	A project that involves design and physical installation and maintenance.
Partner	Participant in the John Day Basin Partnership that have signed the partnership's Memorandum of Understanding.
Partnership	John Day Basin Partnership.
Non-capital project	A project that involves support for partner capacity, data collection or analysis, research, or public outreach.
Resilience	Landscapes that have a wide variety of characteristics that enable them to maintain function in the face of change.
Ridge-to-ridge	Planning and projects that span ridgetop to ridgetop, including in-stream, riparian, floodplain, and upland areas in public and private ownership.
Steering Committee	Six-member committee of partners that will help oversee the work of the John Day Basin Partnership
Strategic Action Plan	The partnership's landscape-scale "road map" for achieving its vision and outcomes for the John Day Basin.
Subbasin Workgroups	Three workgroups broken up by geography that will lead development of localized data and sections of the strategic action plan.
Technical Workgroup	A group of partners with expertise in fisheries, hydrology, habitat, range and forest management, agricultural conservation practices, and other relevant disciplines that assist in strategic action plan development, score and rank projects, and offer ongoing technical guidance to the partnership.
Watershed restoration	Actions ridge-to-ridge at the landscape-scale that enhance, protect, and/or manage the health and resilience of native aquatic and terrestrial habitats, foster productive working lands, and support diversified local economic opportunities.

1. Overview

This document describes the operation of the **John Day Basin Partnership** ("partnership"). This Version 2.0 of the *Operations Manual* was completed on December 5, 2015. This manual will remain a 'living document' that will be amended as the partnership adapts to change and new opportunities. Some attachments are not yet included in this version of the manual.

2. Background

The partnership is a diverse group of organizations working to realize linked recovery of native fish, habitat, and local communities in the John Day River Basin ("basin"). The basin nurtures native aquatic fish species and habitat of state significance, small rural communities whose economy is centered on agriculture and natural resources, and exceptional historical and cultural riches. It is one of the most important undammed systems in the West and hosts two of the last remaining intact wild anadromous fish populations in the Columbia River System. Much of the John Day's aquatic habitat is addressed in federal and state conservation plans and is designated a priority for recovery by the Oregon Watershed Enhancement Board's (OWEB) Focused Investment Program. Agriculture covers nearly 2 million acres and generates almost $140 million a year annually; while over the last ten years natural resource restoration work has generated $36 million in

economic output. The basin is home to two federally-recognized Native American Tribes and hundreds of close-knit rural communities.

For more than two decades primarily government agencies have invested in the basin and local organizations have worked collaboratively to deliver important improvements in watershed health. Nonetheless, today restoration practitioners all face the same challenge: existing funding levels and plans fall far short of what is needed to achieve their individual and collective goals at the landscape scale in the John Day Basin. The spatial structure and diversity of important aquatic resources, academic research, and the emerging funding approach of regional philanthropists supports the use of the comprehensive basinwide approach that will be employed by the partnership.

The partnership formed in September 2014 around the shared belief that jointly creating and executing a more comprehensive and compelling basin-wide action is the best way to bring in the sustained funding needed to substantially increase the pace, scale, and impact of watershed restoration in the John Day. "Watershed restoration" is taken to mean actions ridge-to-ridge at the landscape-scale that enhance, protect, and/or manage the health and resilience of native aquatic and terrestrial habitats, foster productive working lands, and support diversified local economic opportunities. The partnership holds that ecological needs defined in existing environmental plans can be addressed in harmony with the economic, social, and cultural needs of rural and tribal communities of the John Day.

3. Function, Vision, and Purpose

The ***function*** of the partnership is to build and implement a basinwide strategic action plan that can bring in additional funding to support more high quality ridge-to-ridge watershed restoration projects.

Our ***vision*** is a John Day Basin with clean water and healthy watersheds sufficient to provide for the ecological, economic, and cultural well-being of the basin.

The John Day Basin Partnership's unifying ***purpose*** is to bring together stakeholders from across the basin with the common interest of restoring and maintaining our watersheds for the ecological, economic, social, and cultural well-being of local communities. We apply deep knowledge of the basin, best available science, and cooperative planning and fundraising to empower more actions that establish healthy and resilient native habitats and working landscapes for future generations.

4. Guiding Principles

The guiding principles for the partnership are:

1. *Local leadership.* The knowledge and commitment of local people is essential to achieving healthy and resilient native habitats and working landscapes.
2. *Collaboration.* Decision-making must integrate management goals of both private and public lands.
3. *Fundraising.* Joint planning and fundraising at the basin-scale can help deliver the long-term funding necessary to achieve outcomes.
4. *Science.* The best available science and technology will be applied to all decisions and actions.
5. *Voluntary Efforts.* Proactive, voluntary restoration is preferable to mandated or emergency action.
6. *Ecological and Socioeconomic Balance.* The needs of the natural environment must be balanced with the economic, social, and cultural needs of rural communities.
7. *Scale.* A holistic "ridge-to-ridge" approach to restoration is vital to meeting the long-term needs at the landscape scale.
8. *Adaptive management.* Persistent monitoring and adaptation is essential to realizing lasting change.

5. Scope

The scope of the partnership will include the entire John Day River Basin that encompasses nearly 8,100 square miles in northeastern Oregon. Planning and prioritization of restoration actions may also take place at the subbasin (4th level HUC), watershed (5th and 6th level HUC), and reach/project-level.

6. Basinwide Goals and Outcomes

The basinwide goals to be pursued by the partnership are provided below. Note that more localized goals will be developed by the Subbasin Workgroups described in *Section 9* and included in the strategic action plan discussed in *Section 13*.

1. Generate increased partner cooperation, project prioritization, and joint fundraising.
2. Foster better local understanding of the value of watershed restoration in order to create positive working relationships among diverse interests.
3. Annually increase funding for watershed restoration and resultant completion of more high impact projects that meet ecological and local community needs at the landscape scale.
4. Develop new information and adapt strategy as needed to ensure strong progress toward outcomes.

The specific outcomes to be pursued by the partnership are listed below. Revised and additional outcomes may be added by the partnership at a later date.

1. Sustainable financial resources secured by 2025 that enable full execution of the strategic action plan.
2. Positive economic impact on local communities attributable to the work of the partnership by 2025.
3. Fish populations that allow for greater harvest potential by 2030.
4. Summer base flows met per the strategic action plan in high priority watersheds by 2030.
5. Water quality standards met per the John Day River Basin TMDL in high priority watersheds by 2030.
6. Passive and active habitat restoration implemented that addresses primary limiting factors and restores ridge-to-ridge ecosystem functions and processes in high priority watersheds by 2035.
7. Long-term trend of increasing fish populations per local, state, federal, and tribal plans by 2040.

7. Activities

The following activities are expected to be pursued by the partnership:

1. Development of a comprehensive and coordinated basinwide strategic action plan,
2. Fundraising for partner capacity and capital project implementation,
3. Prioritization and selection of capital and non-capital projects consistent with the partnership's vision to be paid for with funding raised by the partnership,
4. Creation of networking and information-sharing opportunities for partners, and
5. Engagement of funders, elected officials, and the general public to explain the role and value of the partnership.

Provided below is list of activities <u>will not</u> be funded or undertaken by the partnership:

1. Direct lobbying within the meaning of Section 4945(d)(1) of the U.S. Internal Revenue Service Code,
2. Regulatory or compliance activities,
3. Restoration project implementation. Individual partners will complete <u>all</u> actual on-the-ground project installation,
4. Individual landowner outreach. Partners themselves will pursue all one-on-one landowner interactions. The partnership *may* undertake broadcast community outreach that could indirectly reach individual landowners,
5. Conservation easements that are <u>not</u> of the working lands variety,
6. Any activity that violates private property rights, and
7. Any activity that intentionally advocates for one partner's interests over the other.

Note that individual partners may not conduct all activities listed above (e.g., government agencies themselves will not pursue fundraising. Further, partners are free to conduct any activity they like in the pursuit of their individual organizational missions.

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8. Memorandum of Understanding for Formal Partners

A. Memorandum of Understanding.

The partnership has decided not to pursue 503(c)3 status or become a membership organization. The group also does not plan to hire staff or acquire a physical office. However, as a pre-condition of applying for and accepting money from most funders, the partnership must come together formally in some manner. Therefore, the partnership has decided to use a Memorandum of Understanding (MOU) that documents the shared beliefs that unify the group, including its function, vision, purpose, and guiding principles. Note that the MOU is not legally binding upon its signatories and does not constitute any form of contract between organizations. The document took effect upon the signature of the authorized individual(s) of all formal partners and will remain in force until terminated. The MOU is provided as *Attachment A.*

B. Formal Partners.

Those organizations that sign the MOU by January 31, 2016 will be considered "formal partners." The MOU applies to organizations when taking part in partnership activities and otherwise acting on behalf of the partnership. For the purposes of this MOU a formal partner refers to an individual government, tribal, non-government organization, businesses, or landowner that has signed this MOU. In the case of organizations and businesses it is the *organization or business* entity itself that is the partner, not individual employees or contractors for the organization or business. Further, organizations need not be physically located within basin boundaries to be a partner, but they must have documented interest in improving the health and resilience of the basin. Means to document interest include, but are not limited to, mission/vision statements, grant agreements, existing or planned projects, and/or partnerships with organizations located in the basin. Lastly, all formal partners are will be expected to adhere to the meeting rules described in Section 12 and avoid any of the actions described in subsection 8C below that can lead to involuntary removal from the partnership.

C. MOU Amendment or Termination.

The MOU may be amended or terminated by a three-quarters vote of the partnership. Similarly, a new formal partner may be added to the MOU after January 31, 2016 by (1) providing written notice to the partnership's main contact noted in Section 8D below and (2) an affirmative vote of three-quarters of the partners.

A partner may voluntarily remove themselves from this MOU by providing written notice to the partnership's current main contact.

A partner may be involuntarily removed from the MOU with cause through a four-step process.

1. A partner must nominate an organization to the Steering Committee described further in Section 9 below for consideration for removal (the identity of the organization/person bringing the nomination will be kept private);
2. The Steering Committee will formally determine if any one of the following pre-conditions are met that provide cause for removal vote by the partnership:
    - Failure to attend a partnership or workgroup meeting for one (1) year without providing a written justification deemed acceptable by a majority vote of the Steering Committee;
    - Actions while working on behalf of the partnership that are grossly inconsistent with the partnership's vision, purpose, function, and guiding principles as determined through a majority vote of the Steering Committee;
    - Repeated failure to comply with the terms of contracts entered into with the partnership; or
    - Actions during partnership-affiliated meetings or events that are determined to be inconsistent with meeting rules and generally accepted public decorum as determined through a majority vote of the Steering Committee.
3. The Steering Committee will notify the partner and let them know their removal from the partnership will be scheduled for a vote of the full partnership. At that time, the partner under consideration for removal may request the ability to speak with the Steering Committee or full partnership prior to the vote.
4. If the Steering Committee determines consideration for removal is justified, a partner can be removed by an affirmative vote of three-quarters of the partners.

Partnership decisions, including changes to the MOU will be effective as described in *Section 11.* Guidelines for meetings are offered in *Section 12.*

D. Outreach to Potential New Partners.

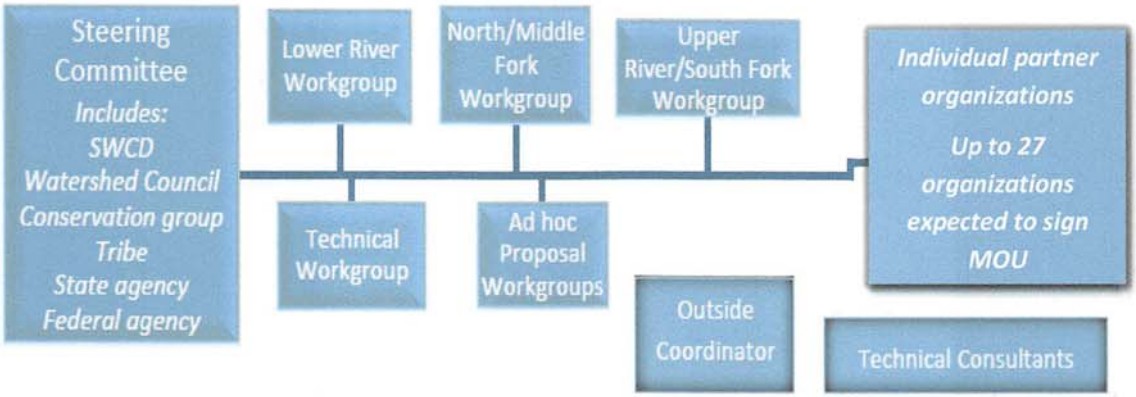
Amy Charette of the Confederated Tribes of the Warm Springs Tribe of Oregon solicited interest in forming a John Day partnership in July 2014. An inclusive list of local and regional stakeholders was included in that initial invitation. Many of the organizations on this list have become formal partners by signing the partnership MOU. After January 31, 2016, partners that want to invite new organizations to pursue joining the partnership are encouraged to bring the name of the organization to the full partnership for discussion. This is especially important for organizations that may have a divisive history in the basin or with existing partners. This extra step will ensure clear expectations for the new organization and partnership from the beginning. New organizations may become formal partners per the process described in Section 8C above.

9. Governance

A. Organizational structure.

The partnership will rely upon a "Steering Committee" of six partners to oversee actions delegated to them by the partnership. The group will also utilize workgroups to accomplish some tasks. The partnership will depend in large part on the individual partner organizations to voluntarily fill the roles necessary to meet the partnership vision and desired outcomes. Roles are discussed further in *Section 10. Figure 1* below and the remainder of this section define the partnership's governance structure.

Figure 1: John Day Basin Partnership *Governance Structure*



B. Steering Committee

The partnership will utilize a volunteer Steering Committee of partners that will oversee decisions and other actions specifically delegated to them by a vote of the full partnership. The committee will be made up of one representative of the six "types" of organizations that participate in the partnership:

- Soil & Water District
- Watershed Council
- Conservation group
- Tribe
- State agency
- Federal agency

The goal is to create a committee that meets the following criteria:

1. Made up of partners that signed the MOU,
2. Have committed to participate actively in committee efforts,
3. Offers balance based on interests and geography,
4. Includes organizations and individuals that work and reside in the region, and

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5. The members of the first iteration of the committee seated in June 2015 were suggested or otherwise supported by active participants in the partnership, and
6. Subsequent committees constituted via the partnership's voting process noted in Section 11.

The initial responsibilities of the committee will be the following:

1. Assist the partnership facilitator in designing partnership and workgroup meetings,
2. Review draft partnership documents (e.g., manuals, fact sheets, plans, proposals),
3. Determine if a decision should be put to majority vote of the partnership,
4. Oversee all partnership grant proposals and awards,
5. Evaluate and score non-capital project proposals,
6. Resolve any ties in project ranking,
7. Oversee development and adaptive management of the strategic action plan, and
8. Hold quarterly coordination phone calls beginning in January 2016.

The term of Steering Committee membership will be one (1) year. A new committee will be seated by a vote of the full partnership carried out consistent with Section 11. Existing members may seek another term, and there are no term limits at this time.

In the future, the partnership may consider adding an additional "at large" committee member that could come from any of the six types of organizations listed above.

C. Workgroups

The partnership has decided to use workgroups to address tasks that can be more efficiently accomplished with a smaller number of people or those with specific expertise or interests. The standing workgroups are the (1) Subbasin Workgroups and (2) Technical Workgroup. Further, ad hoc workgroups to take on short-term tasks are also expected.

(i) Subbasin Workgroups

Three geographically-focused workgroups made up of local partners were convened to lead development of the sections of the strategic action plan that require more localized perspective and information. The three Subbasin Workgroups include:

- Lower John Day Working Group
- North/Middle Fork John Day Workgroup
- Upper River/South Fork John Day Workgroup

As much as possible, the partnership will use the same criteria applied to select the Steering Committee to select leads for these workgroups. At least two (2) leads will be selected for each workgroup. The term of Subbasin Workgroup leads is one (1) year. After the selection of initial Subbasin Workgroup leads in July 2015, subsequent leads will be selected by a majority vote of the workgroup every year using the same process as described for the Steering Committee in Section 9B. Participation to workgroups will be open to any partner who volunteers. The goal will be for at least five (5) partners to sit on each workgroup. At this time there are no term limits for workgroup members.

These Subbasin Workgroups will conduct at least the following core activities for their region:

1. Determine which focal species and habitats apply to the subbasin,
2. Compile and synthesize existing relevant plans, studies, and data,
3. Analyze existing data to choose high priority 5th level HUC watersheds (6th level if data is available) where actions will take place first,
4. Set goals, objectives, actions, and metrics to meet conservation needs,
5. Identify data gaps that need to be filled to further build out the strategic action plan, and
6. Assist the partnership with progress evaluation and adaptive management for their subbasin.

(ii) Technical Workgroup

The partnership has also selected a Technical Workgroup made up of partners with specific expertise from ridge-to-ridge, including fisheries, hydrology, habitat, range and forest management, agricultural conservation practice, wildlife management,

and other relevant disciplines. Further, geographic distribution of members from each subbasin will be sought. The group will strive to have at least ten (10) members. The term of members will be one (1) year and new members selected using the same process noted for the Steering Committee under Section 9B. This workgroup will:

1. Help establish the partnership's general restoration approach and principles,
2. Help set guidelines for watershed prioritization,
3. Review technical elements of draft strategic action plan, including identifying data gaps that need to be filled to further build out the plan,
4. Evaluate all capital projects submitted for partnership funding, including pre-screening to ensure they are complete and technically sound, scoring based on the partnerships scoring system, and ranking projects basinwide, and
5. Otherwise provide assist with technical issues as they arise.

See *Sections 15* for more on the Technical Workgroup's role in project evaluation.

(iii) Ad hoc Workgroups

The partnership may form ad hoc workgroups to address specific short-term issues, such as development of proposals.

D. Main contact

The partnership will assign a formal partner as main contact for individual grants. In general, it is expected that the main contact will be the organization that is initiated or will otherwise manage the individual grant.

10. Partner Roles

A. Role identification

A niche exercise completed by the partnership confirmed that partner organizations have the desire and expertise to take on all key roles needed to fulfill the organization's vision; this includes operation of the partnership and implementation of capital and non-capital projects funded through the partnership. *Table 1* defines the different types of partnership and project roles that may apply to partnership efforts or individual capital and non-capital projects. As noted earlier, there is no intention for the partnership *itself* to hire staff, conduct field projects itself, or otherwise overlap with any roles already fulfilled by partners. When volunteers or specific expertise are not available or an outside voice is most appropriate, the group may consider hiring consultants (e.g., facilitator, data collection and analysis, peer review) as funding allows.

Table 1: Types of Partnership and Project Roles

Partnership Role	Description	Project Role	Description
Partnership Governance	Partners may serve on the Steering Committee and workgroups.	**Landowner Recruitment**	Identify, cultivate, match with funding, and sign-up landowners for projects.
Facilitator	Organize, manage, and record partnership and workgroup meetings.	**Funder**	Provide funding for individual on-the-ground or outreach projects.
Main Contact(s)	Serve as the main contact for the partnership and for grants and other external communications.	**Technical Assistance**	Provide ongoing assistance on technical matters and track and share new research.
Fiscal Administrator	Accept and distribute grant funds, manage contracts with consultants, track match, and reporting.	**Project Design**	Create project-specific drawings and plans.
Strategic Action Planning	Participate in strategic action plan development and adaptation.	**Permitting**	Assist landowners with project permits.
Project Review and Selection	Review, score, and rank projects to receive funding raised by the partnership.	**Project Management**	Oversee contractor work.
Technical Assistance	Provide ongoing assistance on technical matters and track/share new research.	**Project Implementation**	Field installation of projects.
Fundraising	Prospect research and proposal writing.	**Monitoring**	Confirm project installed and maintained as promised.
Outreach	Develop and share materials funders, elected officials, and the public.	**Outreach**	Develop and share materials with landowners, elected officials, and the public.

B. Role assignment.

The most appropriate niches and roles are generally standardized for each type of organization, and known to the partnership for individuals currently employed by them. However, for each funding opportunity, a niche assessment will be conducted and appropriate roles designated for inclusion in the individual proposal.

C. Consistency with funder-defined roles.

When responding to individual funding opportunities (such as those provided by OWEB), effort will be made to translate partner roles into eligible staffing roles called out by the funder to maximize clarity and comprehension.

11. Decision-Making

A majority vote of the full partnership will be used for most decisions (see the exception below). Some decisions will always be subject to a vote (e.g., addition or removal of partners from the MOU); while others may be called by a member of the Steering Committee if in their judgment there is significant disagreement on a particular issue. Here are rules that apply to voting:

1. Each partner organization that signed the MOU will receive one vote.
2. A quorum of the partnership shall be required all votes. A quorum shall consist of 2/3 of the partners signed on to the MOU at the time of the vote.
3. Individual votes used to select formal partners for committee and/or workgroup will be private, with physical ballots collected and counted by one member of the Steering Committee and one member of the partnership.
4. All individual votes not involving committee and/or workgroup selections will be public.
5. At least thirty (30) days' notice will be provided for all votes. Votes will otherwise be taken in such a way (e.g., in-person, electronic) that all partners (in attendance at a meeting or not) have a fair opportunity to vote.
6. Partners may abstain from a particular vote. Any public 'no' votes should be accompanied by a comment as to why.

A three-quarters super-majority voting process will be used to amend the MOU. Specific amendments include: (i) adding a partner to the MOU after November 1, 2015, (ii) involuntarily removing a partner after November 1, 2015, (iii) altering specific terms, or (iv) terminating the MOU in its entirety. The specific conditions under which partners may be added or removed from the MOU are described in *Section 8*.

With one exception, changes to the MOU will be effective thirty (30) days after the partnership's main contact's receipt of the affirmative vote results. The exception is that involuntary removal of the partner will take effective immediately after an affirmative vote.

12. Meetings

All partnership meetings will be open and inclusive. Effort will be made to ensure participation by stakeholders of diverse perspectives, interests, and expertise. All meetings will be public. Anyone in attendance is welcome to participate and contribute. A set time for public comment will be specified at all full partnership, committee, and workgroup meetings.

Full partnership meetings will ideally be held at least quarterly each year. Steering Committee and workgroup meetings will be conducted as needed. All meetings will be preceded by an on-line poll to select an adequate date and distribution of an agenda that offers the date, time, location, and meeting activities. Presentations and other meetings materials will also be provided in advance of meetings. Subject to suitable accommodations, effort will be made to conduct meetings in different locations around the basin. The group will also endeavor to offer remote access (phone at minimum) for all meetings.

Meeting guidelines to foster efficiency, collaboration, and respect include the following:

- Recognize the legitimacy of the interests and opinions of others.
- Come to meetings prepared.
- Remain actively engaged in the discussion.
- Voice any new information, questions, or concerns during meetings as much as possible.
- Only one person speaks at a time.
- Keep comments brief.

- Effort to offer a potential solution if you bring forward a challenge or problem.
- Be open to new ideas and different alternatives.
- Refrain from side conversations.
- Only make commitments if you believe you can fulfill them.
- Respect the facilitator, agenda, and any issues put aside for later discussion.
- Personal attacks and other unprofessional behavior will not be tolerated.
- Remember we all want a healthy John Day basin.

13. Strategic Action Plan

One of the two primary functions of the partnership is to develop a comprehensive basinwide strategic action plan. This plan is the partnership's road map for achieving its basinwide outcomes within the next 25 years. The plan will be reviewed annually and a full update considered every five (5) years. The full partnership, Subbasin Workgroups, and Technical Workgroup will play important roles in development and maintenance of the strategic action plan. The partnership will not "reinvent the wheel" where existing plans and data are available. Whenever possible, the partnership will use existing plans as the basis for the strategic plan. *Table 2* provides a list of the key plans consulted. Other existing data sources, such as other plans, watershed assessments, and local studies will also be considered. Further, new plans developed by the partnership, Subbasin Workgroups (e.g., water supply plans) or individual groups (e.g., watershed or issue-specific plans may be incorporated into the strategic action plan as they are developed.

In general, the full partnership will focus on development of the "common" parts of the plan that apply across the John Day Basin (i.e., governance, basin description; restoration need and approach; prioritization procedures; adaptive management process; etc.). Subbasin Workgroups will develop parts that require more localized perspective and information (i.e., focal species and habitats; watershed prioritization, restoration goals, objectives, actions, and metrics; funding estimates; and monitoring). The final strategic action plan document and attachments will be compiled, reviewed, and approved by a majority vote of the full partnership.

Table 2: Existing Plans Used as Major Source Material for this Strategic Action Plan

--Oregon Department of Fish & Wildlife. 2003. Native Fish Conservation Policy.
--Oregon Department of Fish & Wildlife. 2010. Conservation and Recovery Plan for Oregon Steelhead Populations in the Middle Columbia River Steelhead Distinct Population Segment.
--U.S. Fish & Wildlife Service. 2015. Draft Mid-Columbia Recovery Unit Implementation Plan for Bull Trout Recovery Plan.
--Oregon Department of Fish & Wildlife. 2015. The Oregon Conservation Strategy.
--Oregon Department of Environmental Quality. 2010. John Day River Basin TMDL and Water Quality Management Plan.
--Oregon Department of Agriculture; Lower John Day Local Advisory Committee. 2011. Lower John Day Basin Agricultural Water Quality Management Area Plan.
--Oregon Department of Agriculture, Middle John Day Local Advisory Committee. Revised 2012. Middle John Day Basin Agricultural Water Quality Management Area Plan.
--Oregon Department of Agriculture, North and Middle Fork John Day Local Advisory Committee. 2011. Middle John Day Basin Agricultural Water Quality Management Area Plan.
--Oregon Department of Agriculture, Upper John Day River Local Advisory Committee. Revised 2011. Upper Main Stem and South Fork John Day Basin Agricultural Water Quality Management Area Plan.
--Confederated Tribes of the Warm Springs Reservation of Oregon. 2015. John Day River Watershed Restoration Strategy.
--Confederate Tribes of the Umatilla Indian Reservation. 2008. The Umatilla River Vision.
--Confederated Tribes of the Umatilla Indian Reservation, 2015. North Fork John Day Fisheries Enhancement Project's Strategy.
--Columbia River Inter-Tribal Fish Commission. 2011. Tribal Pacific Lamprey Plan for the Columbia River Basin.
--U.S. Bureau of Land Management. 2015. John Day Basin Record of Decision and Resource Management Plan.
--U.S. Forest Service. 2014. Blue Mountains National Forests Proposed Revised Land Management Plan.
--U.S. Fish & Wildlife Service. 2015. Recovery Plan for the Coterminous United States Population of Bull Trout.
--U.S. Fish & Wildlife Service. 2012. Conservation Agreement for Pacific Lamprey.
--U.S. Fish & Wildlife Service. 2012. Pacific Lamprey Assessment and Template for Conservation Measures.

Table 2: Existing Plans Used as Major Source Material for this Strategic Action Plan

--U.S. Department of Agriculture, Forest Service. 2007 Revision. Pacific Northwest Region Aquatic Restoration Strategy.
--U.S. Department of Commerce, National Marine Fisheries Service. 2009. Middle Columbia River Steelhead Distinct Population Segment ESA Recovery Plan.
--Northwest Power and Conservation Council. 2005. John Day Subbasin Revised Draft Plan.

The strategic plan will include the sections listed in *Table 3* below. This design is informed by the OWEB document, *Components of a Strategic Action Plan for Participation in the Focused Investment Partnership Program*. Generally, the Subbasin Workgroups will lead development of *Sections 10, 13,* and *14* and the Technical Workgroup will help draft *Sections 8, 11, 12, and 15.*

Table 3: Strategic Action Plan Sections

1. Introduction	10. Restoration Goals, Objectives, Actions, Metrics
2. Outcomes	11. Watershed Prioritization
3. Vision, Purpose, Guiding Principles, and Scope	12. Project Evaluation, Scoring, and Ranking
4. Logic Model	13. Funding
5. Governance	14. Evaluating Success
6. Profile of Focus Area	15. Adaptive Management
7. Restoration Need	16. Sustainability
8. Restoration Approach	17. Citations and Links
9. Focal Species and Habitats	Appendices

Funding opportunity or resource issue-specific work plans may be developed to support implementation of the strategic action plan. The partnership will determine the need for this additional specificity on a case-by-case basis.

As funding allows, the partnership will convene an outside Peer Review Team of independent experts in fisheries, water quality, forest and range management, community development, and other appropriate disciplines to review appropriate parts of the strategic action plan and any subsequent amendments. Further details of this process are provided in the strategic action plan.

14. Business Model

The business model for sustaining this partnership will rely upon private funding, public funds, and volunteer in-kind support from partners. The partnership does not plan at this time to be a membership organization and collect dues, so all funding will come from outside the partnership. The partnership will run "lean" with virtually all roles filled by partners; however, some funds will be dedicated to the partnership itself to hire outside consultants to help build and maintain the partnership and strategic action plan. A discussion of the procedures the partnership will use to raise and administer funds is offered below.

A. Fundraising.

Once a strategic action plan is in place, the primary function of the partnership will be fundraising. Large landscape restoration funders are increasingly calling for restoration practitioners to undertake a more holistic and coordinated approach to ensure work is carried out as efficiently and cost-effectively as possible. Thus, partnership will leverage cumulative partner competencies and pursue joint fundraising around a single plan. Raised funds will be used for:

- Capacity—partners work in support of the partnership (non-capital project),
- Consultants—hire outside consultants to offer facilitation or technical assistance (non-capital project), and
- Project Implementation—project installation and maintenance (capital project).

All partnership-focused fundraising will be carefully coordinated to ensure it is net additive, that is, that it does not pull existing funding from partner organizations.

The general fundraising strategy the partnership will pursue involves the following seven (7) steps:

1. Research viable government, foundation, and individual donor funding opportunities to develop a diversified list of potential funders. Potential funding opportunities for the partnership and individual partners will be discussed at each full partnership meeting.
2. For proposals suggested beginning after January 31, 2016, the decision to pursue a proposal under the partnership's name will be made based on a majority vote of the full partnership.
3. Depending on the opportunity, the Steering Committee and/or specific partners that have a relationship with a funder will make contact with the funder.
4. A fiscal agent and main contact for the proposal will be selected.
5. A group of volunteers or an ad hoc Proposal Workgroup will draft a proposal package and attach any letters of support. An example is provided as *Attachment A*.
6. The Steering Committee and then the full partnership will have a chance to review and comment upon the draft submittal.
7. The Steering Committee or a member of the partnership as appropriate will collect any necessary signatures, letters of support, and finalize the proposal package.
8. The proposal will be submitted by the main contact.

The partnership may develop a separate more detailed fundraising strategy in the future.

B. Fiscal Administration.

Any new monies brought in by the partnership must be managed according to this manual, funder requirements, and applicable laws. Further, the monies must be administered efficiently to maintain relationships, effectively leverage other funding, and ensure progress toward achievement of outcomes. Fiscal administration will include a variety of tasks, including:

1. Receipt of outside funds,
2. Execution of contracts with partners and consultants (a template contract is provided as *Attachment C*),
3. Distribution of funds to partners and contractors
4. Tracking of match and in-kind contributions,
5. Reporting to funders, and
6. Ensuring compliance with partnership, funder, and government policies.

C. Fiscal agent.

A fiscal agent will administer all monies raised by the partnership. It is preferable for a formal partner to take on the fiscal agent role to keep funding in the basin. After January 31, 2016, if more than one partner volunteers to manage finances for a particular grant, one partner will be selected by a majority vote of the partnership. Note that there should be no need for ongoing fiscal management duties for the partnership itself as long as it continues not to have staff, dues paying membership, or a physical office.

As a matter of policy, the partnership will only pay out funds on an hourly and receipt basis. At this time grants and advanced payment are not envisioned. An optional Partnership Reimbursement Form is provided as *Attachment D*. Fiscal agents may use their own standard paperwork if they prefer.

C. Eligibility to Receive Funding Raised by the Partnership.

Only partners that are currently signatories to the MOU are eligible to receive monies raised by the partnership.

D. Contracting.

Outside consultants will be selected using a Request for Proposal (RFP) process. Whenever possible, minimum of three bids should be solicited for any funding opportunity. Formal partners will be selected for capacity and other funding using the processes describe in *Section 15* of this manual. The designated fiscal agent for an individual grant will execute and manage all contracts for that grant. Note that the partnership does not expect to hold any contracts; all contracts will be directly between funders and the fiscal agent and the fiscal agent and hired contractors or other formal partners. All contracts will include a detailed scope of work (or "work plans" as noted in Section 13 above).

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E. Matching Funds.

The majority of funding opportunities pursued by the partnership will require cash or in-kind match. Written approval (email is sufficient) documenting commitment will be required to include match in any grant proposal.

F. Accountability.

The partnership will provide consistent oversight of all entities--hired consultants and formal partners—that receive funding from the partnership. The selection and contracting process noted in subsection D above, detailed scopes of work with mandated milestones and deliverables, regular reporting, and assignment of the Steering Committee and formal partners to oversee funded parties will all be utilized to maintain quality control over deployed funds.

15. Project Evaluation, Scoring, and Ranking

One of the most important tasks of any partnership is the distribution of jointly raised funds. There must be a transparent, consistent, and fair process to preclude competition amongst partners and retain belief in the shared value of the partnership. The partnership will use what's called a "decision support system" to score and prioritize capital and non-capital projects for funding.

A. Capital Projects.

Capital projects will involve design and installation of conservation practice on-the-ground. The following seven step project evaluation, scoring, and ranking process will be utilized for capital projects:

1. Project Submittal. The partnership main contact will receive project proposals electronically from partners in their subbasin on the *Partnership Project Proposal Application and Budget Template* provided as *Attachment E*. The form requests information on the project name, partners, location, historical or heritage information that provides project context, specific problem and associated restoration goals/objectives, restoration actions and design to be used, proposed outcomes and metrics, monitoring approach, landowner involvement, stakeholder support, schedule, budget and match, risks, and all required attachments (e.g., maps, photos). Space is provided in each section for evaluator comments. Projects submitted without a form will not be considered.

2. Project Initial Screening. The main contact will forward the proposals to the Technical Workgroup who will review the forms and confirm that projects meet the two pre-conditions below.
   a. It is consistent with an established goal, objective, or action identified for the subbasin in which it is located and the specific funding opportunity, and
   b. The owner and/or manager of the land where the project will take place have provided appropriate written documentation that they support the project.

   Projects that do not meet these pre-conditions will not be further considered.

3. Initial Review. Projects that meet the minimum criteria will be reviewed for responsiveness to the application and technical soundness. The project will be specifically checked to ensure appropriate action sequencing is undertaken. Feedback is provided in the space provided on the *Partnership Project Proposal Form*. Partners may not participate in the evaluation of their own project.

4. Applicant Response to Evaluation and Re-Submittal. Initial applications deemed inadequate may respond to feedback from the workgroups and resubmit a revised form. A site visit or discussion with those that evaluated the project can be requested by the applicant at this time. Note that a project must pass initial screening and be deemed complete and technically sound before it will be scored. The premise is to ensure project intent, landowner involvement, and technical merits are sound before subjecting a project to scoring.

5. Project Scoring and Ranking. Technical Workgroup members will score and rank qualifying projects using the *Partnership Capital Project Scoring Form* provided as *Attachment F*. Projects will be scored "zero" (does not meet criteria) to "5" (exceptionally meets criteria). A weighted-average approach will be applied using the criteria and weighting described in *Table 4*. Applicants cannot rank their own projects. The workgroup will use scores to rank the projects in numerical order from 1 (top choice) to however many projects were evaluated per subbasin and basinwide. Note that some criteria in Table 4 and the attached form may not apply to certain projects. The Steering Committee may revise the criteria and corresponding form (or develop completely new criteria and forms) as necessary for each funding opportunity. Formal partners will approve any revised criteria or forms by a majority vote.

Table 4: Weighted Average Capital Project Scoring Approach

Criteria	Criteria Type	Description	Weight
Location in a high priority watershed identified in the strategic plan.	Yes or No	The project will take place within one or more of the prioritized 5th level HUCs.	20%
Number of listed and/or focal species enhanced and/or amount of landscape enhanced, created, or managed for such species.	Number	Total number of species with life history use enhanced and/or acres addressed.	20%
Matching funds.	Number	Amount of additional funding the project bring into the basin for the project.	20%
Socioeconomic impact.	Number and judgment	Numbers: Dollars paid to in-basin contractors, jobs currently supported by the lands being treated, acres permanently protected, acres of tribal trust lands impacted, and/or basin citizens reached. Judgment: Estimate of short and long-term economic, social, cultural, aesthetic, and non-market impacts of the project..	15%
Certainty of success.	Yes or No	The project employs a proven technique instead of an untried technique without established design and performance standards.	10%
Plans and dedicated funding in place for project maintenance, monitoring, and adaptation.	Yes or No	Documentation is present that plans and funding are in place for long-term project oversight.	10%
Qualifies as "exceptional" project.	Judgment	Project offers exceptional risk mitigation and/or resilience improvement or protection for high quality habitat based on the judgment of the reviewer.	10%

6. Final Project Selection. The Steering Committee will work down the list until available funding is exhausted. If there is a tie at the end of allocated funding the final decision will be made by a majority vote of the Steering Committee. *Note* that applicants whose project was not funded will have the option to have their project scored in the next funding opportunity without repeating steps 1-4 (unless the project changes or the funding opportunity requires it).

7. Funds Distribution. Partners whose projects were selected will work directly with the fiscal agent to establish a formal contract with the partnership that lays out the terms of funding.

B. Non-Capital Projects.

The process used to evaluate non-capital projects that that support partner capacity, data collection or analysis, research, monitoring, or public outreach will generally follow the same approach used for capital projects. Different procedures include: (1) the Steering Committee will take on the project evaluation and scoring roles called out in steps# 2-5 noted in Section 15 A above; (2) instead of landowner willingness, project pre-screening will confirm the applicant is a formal partner; and (3) all non-capital projects will be scored based on the separate set of criteria described in *Table 5*. A *Partnership Non-Capital Project Scoring Form* is provided as *Attachment H*.

Note that based on the variety of non-capital project types, some criteria in Table 5 and the attached form may not apply to certain projects. The Steering Committee may revise the criteria and corresponding form (or develop completely new criteria and forms) as necessary for each funding opportunity. Formal partners will approve any revised criteria or forms by a majority vote.

Table 5: Weighted Average Non-Capital Project Scoring Approach

Criteria	Criteria Type	Description	Weight
Consistent with organizational mission and expertise and/or advances documented need.	Judgment	Organization has agreed to fill an identified partnership role or need and has the expertise to support the partnership in the judgment of the evaluator.	50%
Will operate in a high priority watershed.	Yes or No	The project will take place within one or more of the prioritized HUCs.	20%
Matching funds.	Number	Amount of additional funding brought into the basin for the project.	10%
Socioeconomic impact.	Number Judgment	Number of citizens reached and/or the effort will advance long-term local socioeconomic health in the judgment of the evaluator.	10%
Positive impact on the health or understanding of focal species and habitat needs.	Judgment	The effort will ultimately advance the health of focal ecosystems in the judgment of the evaluator.	10%

16. Communications

A. External Communications.

Potential external target audiences for the partnership include potential funders, local elected officials, and others to build knowledge and subsequent support for the efforts of the partnership. To maximize the consistency and impact, any outreach and public relations effort will use standardized partnership outreach materials, such as the fact sheet provided as *Attachment H* or subsequently developed materials, and all communications will be coordinated through quarterly discussion at partnership meetings.

At this time there are no plans for the partnership to engage directly with landowners. Formal partners that already fill the Landowner Recruitment role identified in Section 10 (SWCDs, Watershed Councils, etc.) will continue to do so as one of their main roles for the partnership. All partnership meetings will always open to landowners, and landowners may be specifically invited to participate in the future if it is viewed as a good use of their time and is useful to the partnership.

B. Internal Communications.

The partnership will maintain internal communications through quarterly full partnership meetings, quarterly Steering Committee phone calls, periodic workgroup meetings, recording of meeting notes, and a partnership Dropbox folder.

17. Recordkeeping

Partnership written materials will be made available to all partners via a partnership Dropbox folder. These materials may include, but are not limited to, the following:

- Meeting agendas, presentations, handouts, and notes.
- Partnership documents, such as agreements, manuals, and plans.
- Grant solicitations, draft and final proposals, and budgets.
- Plans, literature, and data applicable to the John Day River Basin.

Memorandum of Understanding
between
Partner Organizations in the John Day Basin Partnership

Introduction
This Memorandum of Understanding ("MOU") applies to organizations participating in the *John Day Basin Partnership* ("partnership"). The partnership is a diverse group of organizations ("partner") that have come together to collaboratively develop a basinwide strategic action plan to help bring in more funding to hasten the pace, scale, and impact of watershed restoration in the John Day River Basin of Oregon.

Partner Definition
For the purposes of this MOU a "partner" refers to an individual government, tribal, non-government organization, business, or landowner that has signed this MOU. Note that in the case of organizations and businesses it is the *organization or business* entity itself that is the partner, not individual employees or contractors for the organization or business.

Purpose
The purpose of this MOU is to formally document the shared beliefs of partners that unify the partnership. This MOU applies to partners when taking part in partnership activities and otherwise acting on behalf of the partnership.

Scope
Partnership activities covered by this MOU will take place in the John Day River Basin in Oregon.

Shared Beliefs
The shared beliefs agreed to by the partners are expressed by the following vision, purpose, function, and guiding principles.

Vision
The partners share the vision of a John Day Basin with clean water and healthy watersheds sufficient to provide for the ecological, economic, and cultural well-being of the basin.

Purpose
Our unifying purpose is a common interest in restoring and maintaining John Day Basin watersheds for the ecological, economic, social, and cultural well-being of local communities. We apply deep knowledge of the basin, best available science, and cooperative planning and fundraising to empower more actions that establish healthy and resilient native habitats and working landscapes for future generations.

Function
The function of the partnership is to build and implement a basinwide strategic action plan that can bring in additional funding to support more quality watershed restoration projects.

Guiding Principles
The partnership's guiding principles for execution of the vision and purpose are:

1. *Local leadership.* The knowledge and commitment of local people is essential to achieving healthy and resilient native habitats and working landscapes.
2. *Collaboration.* Partnership decision-making must integrate management goals of both private and public lands.
3. *Fundraising.* Joint planning and fundraising at the basin-scale can help deliver the long-term funding necessary to achieve outcomes.
4. *Science.* The best available science and technology will be applied to all decisions and actions.
5. *Voluntary Efforts.* Proactive, voluntary restoration is preferable to mandated or emergency action.
6. *Ecological and Socioeconomic Balance.* The needs of the natural environment must be balanced with the economic, social, and cultural needs of rural communities.
7. *Scale.* A holistic "ridge-to-ridge" approach to restoration is vital to meeting the long-term needs at the landscape scale.
8. *Adaptive management.* Persistent monitoring and adaptation is essential to realizing lasting change.

Commitment
By signing this MOU, partners formally commit to support the partnership's shared beliefs as stated in this document when voluntarily taking part in partnership activities or otherwise acting on behalf of the partnership.

Limitations
This MOU is not legally binding upon its signatories, does not constitute a joint venture, and does not constitute any form of contract between partners. This MOU does not commit any partner to any expenditure or exchange of funds. It is not the intent of the partnership to benefit individual partners, except where such benefit may be incidental to the execution of the partnership's shared beliefs.

Duration
The MOU shall take effect upon the signature of the authorized individual(s) of each partner organization and shall be in force until a partner is removed or the MOU is terminated by the partnership.

Amendment
This MOU can be amended after November 1, 2015 by (1) providing written notice of the specific amendment to the partnership's current main contact and (2) an affirmative vote of three-quarters of the partnership. Amendments will be effective thirty (30) days after an affirmative vote.

Partner Addition
A new partner may be added to this MOU after November 1, 2015 by (1) providing written notice to the partnership's main contact and (2) an affirmative vote of three-quarters of the partners. An addition will be effective thirty (30) days after an affirmative vote.

Partner Removal
A partner may voluntarily remove themselves from this MOU by providing written notice to the partnership's current main contact. Removal will be effective thirty (30) days after an affirmative vote.

A partner may be involuntarily removed from the MOU with cause through a four-step process.

3. A partner must nominate an organization to the Steering Committee for consideration for removal (the identity of the organization/person bringing the nomination will be kept private);
4. The Steering Committee will formally determine if any one of the following pre-conditions are met that provide cause for removal vote by the partnership:
    - Failure to attend a partnership or workgroup meeting for one (1) year without providing a written justification deemed acceptable by a majority vote of the Steering Committee;
    - Actions while working on behalf of the partnership that are grossly inconsistent with the partnership's vision, purpose, function, and guiding principles as determined through a majority vote of the Steering Committee; or
    - Actions during partnership-affiliated meetings or events that are determined to be inconsistent with meeting rules and generally accepted public decorum as determined through a majority vote of the Steering Committee.
5. The Steering Committee will notify the partner and let them know their removal from the partnership will be scheduled for a vote of the full partnership. At that time, the partner under consideration for removal may request the ability to speak with the Steering Committee or full partnership prior to the vote.
6. If the Steering Committee determines consideration for removal is justified, a partner can be removed by an affirmative vote of three-quarters of the partners.

Removal will be effective immediately upon completion of an affirmative vote.

Termination
This MOU may be terminated in its entirety at any time by an affirmative vote of three-quarters of the signatories of this MOU. Termination will take effect thirty (30) days after an affirmative vote to end the partnership.

Counterparts
This MOU may be executed in one or more counterpart copies. Each counterpart copy shall constitute an agreement and all of the counterpart copies shall constitute one fully executed agreement.

Signature pages to follow