



MEMORANDUM OF UNDERSTANDING

1. PURPOSE

Stakeholders in the Russian River watershed seek to memorialize a vision of watershed-scale collaboration aimed at improving the health and resilience of the Russian River, as well as the human and ecological communities it supports. The purpose of this Memorandum of Understanding (MOU) is to establish the mutual understandings of Russian River area agencies, Tribes, and non-governmental watershed-focused organizations towards an ongoing, adaptive collaboration that will increase regional coordination, communication, and mutual assistance in obtaining funding and resources to restore and preserve the health of this vital watershed.

2. MISSION AND VISION

Mission: Driving community action towards a healthy, resilient, and regenerative Russian River watershed.

Vision: A Russian River watershed that is healthy, vibrant, accessible and is the economic, environmental, recreational, and spiritual heart of the region.

3. GOALS

The goals of the Russian River Confluence are to:

3.1 The Russian River Confluence (Confluence) will focus on water quality, water quantity, and attainment and maintenance of beneficial water uses as the primary lens towards overall watershed health and long-term climate change resilience. Be a hub for the sharing of projects and initiatives, and for sharing of scientific studies and monitoring and assessment of data addressing the ecological health of the Russian River Watershed and its restoration and management in the context of climate change, land use change, and population growth.

3.2 Foster coordination, collaboration and communication between Russian River watershed agencies, Tribes and community stakeholders responsible for watershed-related and climate resilience initiatives. Convene and catalyze partners towards a shared vision and implementation priorities, strengthening the impact of work on watershed health

3.3 Grow grant, donor, and sponsorship funding for both Confluence and MOU signatory partner projects. Increase competitiveness for grant funding, use community education and engagement to increase visibility, cooperative resources, and funding.

4. PARTICIPANTS

The Confluence is open to Russian River area agencies, Tribes, and non-governmental watershed-focused organizations as signatory partners to this MOU, specifically:

County Government:

- Sonoma County Board of Supervisors
- Mendocino County Board of Supervisors^[CO4]

Tribal: all Tribes that have a cultural connection to the Russian River

Organizations that focus on watershed issues including, but not limited to:

- State Regulatory Agencies
- County Agencies
- Cities and Special Districts
- Non-profits
- Community-based Organizations

5. MUTUAL UNDERSTANDINGS

5.1. Subject matter scope of the Confluence . The Confluence may include, but may not necessarily be limited to, information sharing, collaboration and coordination on water supply, water quality, wastewater, recycled water, water conservation, stormwater/flood control, watershed planning, habitat conservation and restoration, climate mitigation and adaptation, and community engagement on these topics.

5.2. Geographic scope of the Confluence. The Confluence's efforts and resources shall primarily serve the Russian River Watershed. The Russian River Watershed for this MOU is defined as all lands that drain to the mainstem of the Russian River and thence to the Pacific Ocean and include parts of Mendocino and Sonoma Counties. This watershed lies within the North Coast Hydrologic Region. Where it demonstrably supports the purpose of the Confluence, as determined by the Steering Committee, collaborations may extend beyond the Confluence regional boundary into other watersheds.

5.3 Approach to developing the Confluence

This MOU is the initial organizing document of the signatory partners. The signatory partners will work together towards determining whether the organization should further incorporate as a nonprofit, joint powers authority, or other association as part of its work product.

5.4 GOVERNANCE

The Steering Committee is the decision-making body for the Confluence.

5.4.1 The primary tasks of the Steering Committee include:

- Develop the strategic and management direction of the organization.
- Establish committees and oversee the formation of workgroups. Initial committees to include Technical and Communications.
- Receive and evaluate recommendations made by the committees.
- Oversee all finances, including approving an annual workplan and budget, and directing the financial relationship with a 501c3 fiscal sponsor, as noted in section 5.4.4.
- Determine compensation and manage the Executive Director.
- Apply for and allocate funds for key program areas and special studies.
- Track overall progress and effectiveness of the Confluence.
- Review operations and peer review processes to ensure optimal performance.
- Address other administrative, strategic planning and “big picture” issues as needed.

5.4.2 Steering Committee Membership

The Steering Committee shall include representatives from the County of Sonoma and County of Mendocino, and include Tribal, agency, community-based organizations, and nonprofit partners. For the initial year, the Steering Committee members shall be those currently engaged in the Confluence formation, with one representative from each signatory organization as a voting member of the committee. One year from MOU ratification date, the Steering Committee members shall be elected by vote of the signatory parties with each entity having one vote.

5.4.3 Additional Committees beyond the Steering, Technical, and Communications Committees shall be established as needed.

5.4.4. FISCAL SPONSOR

In order to facilitate receipt of funds on behalf of the Confluence to implement activities to be carried out by the Confluence, the Steering Committee may designate a Fiscal Sponsor for the Confluence, on terms determined by the Steering Committee to be reasonable, favorable, and consistent with the Confluence's public purposes and goals. The Steering Committee may subsequently designate a different entity to serve as Fiscal Sponsor for the Confluence.

6. SIGNATORY APPROVAL

The Confluence as set forth in this MOU shall come into effect once at least eight (8) entities have ratified this agreement. Review and approval of this MOU shall be in accordance with the approval processes of each of the participating members, including approval by the Board of Supervisors for Sonoma and Mendocino Counties.

7. NON-BINDING NATURE

Execution of this MOU and participation in this Confluence effort are legally non-binding and non-exclusive, and in no way limit or impair any member from initiating or continuing any of its own activities, obligations, or legal or regulatory functions, including any planning or securing of project funding from any source. A member may withdraw from this MOU and participation in the Confluence at any time by notifying the Steering Committee in writing. Nothing in this MOU is intended to create a legal partnership or give the Confluence or its Steering Committee any decision-making authority over any participating member or any matter within the jurisdiction of any signatory County, tribe, non-governmental organization, or agency.

8. MEETINGS AND REPORTS: The Steering Committee will hold regular meetings and report progress to their respective organizations. All Steering Committee meetings shall comply with all applicable laws, and shall be open, public, and otherwise conducted in compliance with the Brown Act. The Confluence will produce an annual report which shall be provided to all signatory organizations.

9. ENTIRETY OF MEMORANDUM OF UNDERSTANDINGS: This MOU shall constitute the entire MOU between the parties relating to the Confluence and shall supersede all prior MOUs concerning the same subject matter.

SIGNATORIES TO THE MEMORANDUM OF MUTUAL UNDERSTANDINGS

We, the undersigned representatives of our respective agencies, tribes, or NGOs, acknowledge the above as our understanding of how the Russian River Confluence will initially operate.