



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 Russian River Confluence (Confluence) will serve as a hub for sharing of projects, initiatives, and scientific studies with the following goals:

3.1 Improving the overall watershed health and climate change resilience with a focus on water quality, water quantity, and beneficial water uses.

3.2 Fostering coordination and collaboration among Russian River watershed agencies, Tribes and organizations towards a shared vision and implementation priorities while also strengthening the collective impact to watershed health and climate resilience.

3.3 Increasing funding for watershed health and climate resilience through advocacy, education, engagement, grants, donors, and sponsorships.

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:

- County of Sonoma
- County of Mendocino

Tribal: 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.

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.

5.4.3. FISCAL SPONSOR

To facilitate receipt of funds to implement activities to be carried out by the Confluence, Conservation Works, a 501(c)3 non-profit organization, has agreed to act as the initial Fiscal Sponsor. The partners may subsequently designate a different entity to serve as the Fiscal Sponsor for the Confluence.

6. SIGNATORY APPROVAL

Review and approval of this MOU shall be in accordance with the approval processes of each of the participating partners, 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 signatory partners in writing. Nothing in this MOU is intended to create a legal partnership or give the any decision-making authority over any participating partner or any matter within the jurisdiction of any signatory County, tribe, non-governmental organization, or agency.

8. MEETINGS AND REPORTS: Staff from the signatory partners will hold meetings as needed and report progress to their respective organizations. The Confluence will maintain and share information about meetings, activities, initiatives, and other reports online at www.russianriverconfluence.org.

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.

Organization: County of Sonoma

Name/Title: _____

Signature: _____ Date: _____

Organization: Sonoma County Water Agency

Name/Title: _____

Signature: _____ Date: _____