


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM

Meeting Date: April 5, 2022
To: Honorable Mayor and City Councilmembers
From: Toni Bertolero, GHD, Engineering Consultant
Elissa Overton, GHD, Environmental Consultant
Subject: Informational Presentation item for Russian River Watershed (RRWA)
Recommendation: Receive the presentation on the RRWA Work Plan for Fiscal Year 2022-23
Funding: Currently Budgeted: _____ Yes _____ No X N/A

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION/PURPOSE:

The item is to present information to the Council from the Russian River Watershed Association (RRWA), for the Fiscal Year 2022-23 Work Plan, the City of Sebastopol’s participation in the Work Plan, and the associated costs (Attachment 1). Andy Rodgers, Executive Director for RRWA will be making the presentation.

BACKGROUND:

The Russian River Watershed Association (RRWA) was formed in 2003 as a coalition of 10 cities, counties and special districts in the Russian River watershed that have come together to coordinate regional programs for clean water, habitat restoration, and watershed enhancement.

The RRWA Board of Directors are elected officials from each of the ten Member Agencies with Vice Mayor Neysa Hinton representing the City of Sebastopol. This governing and decision-making group provides direction and oversight for RRWA according to the provisions outlined in a Memorandum of Understanding signed on July 24, 2013 by the City along with other member agencies (Attachment 2).

Development and implementation of RRWA tasks and activities are supported by the RRWA Technical Working Group (TWG). Expertise on the TWG includes engineering, agriculture, conservation, watershed planning and management, infrastructure, Low Impact Development (LID), and education and outreach. Elissa Overton, GHD consultant, is the City’s TAC representative.

All Board of Directors and Technical Working Group meetings are noticed in advance and open to the public.

Andy Rodgers, of West Yost Associates, serves as the Executive Director of the RRWA. Mr. Rodgers and his team is responsible for preparing a Work Plan for RRWA, including allocating costs among the member agencies. The Fiscal Year 2022-23 Work Plan for RRWA totals \$627,727, of which Sebastopol’s allocation is \$35,299.

DISCUSSION:

The City of Sebastopol is regulated by the State Water Resources Control Board under Water Quality Order No. 2013-0001-DWQ. The City is considered a Small Municipal Separate Stormwater System (MS4), along with 8 other

agencies in Sonoma County and two in Mendocino County. Each member agency holds a seat on the Board of Directors for the RRWA, with equal voting power.

Being a member of the RRWA has many benefits to the City. RRWA funds and carries out many water quality activities, outreach and education programs that are mandated by the Water Quality Order. Implementing these activities and programs would be a financial hardship if Sebastopol were to carry out these programs on their own.

Sebastopol's allocation of the RRWA Work Plan for Fiscal Year 2022-23 is \$35,299, which is a nominal increase of 2.8% from the City's current fiscal year's RRWA dues. Sebastopol pays a pro rata share of the Executive Director's Services and the General Benefits Programs. Sebastopol also pays for some, but not all, of the Special Benefits Projects, as outlined in the Work Plan.

GOALS:

This action supports the following City Council Goals and General Plan Actions:

- COS 2-1: Protect and enhance sensitive habitats, which include creek corridors, wetlands, vernal pools, riparian areas, wildlife and fish migration corridors, native plant nursery sites, waters of the United States, sensitive natural communities, and other habitats designated by State and Federal agencies.

PUBLIC COMMENT:

As of the writing of this staff report, the City has not received any public comment. However, staff anticipates receiving public comment from interested parties following the publication and distribution of this staff report. Such comments will be provided to the City Council as supplemental materials before or at the meeting. In addition, public comments may be offered during the public comment portion of the agenda item.

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

There is no fiscal impact as a result of receiving this presentation.

RECOMMENDATION:

Staff recommends the Sebastopol City Council receive the presentation from the Russian River Watershed Association and provide feedback, if any.

Attachments:

- 1 Russian River Watershed Association Final 2022-23 Work Plan
- 2 Memorandum of Understanding 7/24/13

APPENDIX A: 2022-2023 RRWA Work Plan - Master Budget - Adopted February 24, 2022

	CASH REQUIREMENT			CASH ALLOCATION										
	RRWA Staff	Subs and ODCs	Total Budget	Cloverdale	Cotati	Healdsburg	Santa Rosa	Sebastopol	Ukiah	Mendocino County	Sonoma County	Sonoma Water	Windsor	Total Allocation
A- Executive Director Services														
A.1 Board of Directors	\$22,289	\$4,950	\$27,239	\$1,468	\$1,559	\$1,769	\$4,819	\$1,600	\$1,955	\$1,930	\$7,391	\$2,779	\$1,971	\$27,239
A.2 Technical Working Group	\$19,052	\$0	\$19,052	\$1,026	\$1,091	\$1,237	\$3,370	\$1,119	\$1,367	\$1,350	\$5,169	\$1,943	\$1,379	\$19,052
A.3 General Administration	\$59,390	\$4,400	\$63,790	\$3,437	\$3,651	\$4,142	\$11,285	\$3,747	\$4,577	\$4,520	\$17,308	\$6,507	\$4,616	\$63,790
	\$100,731	\$9,350	\$110,081	\$5,931	\$6,301	\$7,148	\$19,474	\$6,466	\$7,899	\$7,799	\$29,868	\$11,229	\$7,966	\$110,081
B- General Benefit Projects														
B.1 Implementation of Outreach Strategies	\$20,352	\$6,655	\$27,007	\$1,455	\$1,546	\$1,754	\$4,778	\$1,586	\$1,938	\$1,913	\$7,328	\$2,755	\$1,954	\$27,007
B.2 Outreach Strategies	\$59,481	\$0	\$59,481	\$3,205	\$3,405	\$3,862	\$10,522	\$3,494	\$4,268	\$4,214	\$16,139	\$6,067	\$4,304	\$59,481
B.3 Outreach Online	\$36,023	\$2,640	\$38,663	\$2,083	\$2,213	\$2,511	\$6,840	\$2,271	\$2,774	\$2,739	\$10,490	\$3,944	\$2,798	\$38,663
B.4 Russian River Friendly Landscaping	\$46,620	\$29,172	\$75,792	\$4,083	\$4,338	\$4,922	\$13,408	\$4,452	\$5,439	\$5,370	\$20,565	\$7,731	\$5,485	\$75,792
B.5 Regulatory Forum and Advocacy	\$30,328	\$0	\$30,328	\$1,634	\$1,736	\$1,969	\$5,365	\$1,782	\$2,176	\$2,149	\$8,229	\$3,094	\$2,195	\$30,328
B.6 Regional Stormwater Program Support	\$33,859	\$19,228	\$53,087	\$2,860	\$3,039	\$3,447	\$9,391	\$3,118	\$3,809	\$3,761	\$14,404	\$5,415	\$3,842	\$53,087
B.7 Russian River Regional Monitoring Program	\$12,486	\$0	\$12,486	\$673	\$715	\$811	\$2,209	\$733	\$896	\$885	\$3,388	\$1,274	\$904	\$12,486
	\$239,149	\$57,695	\$296,844	\$15,993	\$16,991	\$19,275	\$52,513	\$17,437	\$21,300	\$21,032	\$80,543	\$30,280	\$21,480	\$296,844
C- Special Benefit Projects														
C.1 Stormwater Phase 1 Support for Cloverdale	\$4,529	\$0	\$4,529	\$4,529	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,529
C.2 Stormwater Phase 1 Support	\$47,488	\$550	\$48,038	\$5,338	\$5,338	\$5,338	\$5,338	\$5,338	\$5,338	\$0	\$5,338	\$5,338	\$5,338	\$48,038
C.3 Lower Watershed Monitoring Plan	\$13,171	\$0	\$13,171	\$0	\$2,195	\$0	\$2,195	\$2,195	\$0	\$0	\$2,195	\$2,195	\$2,195	\$13,171
C.4 Upper Russian River Program	\$5,710	\$0	\$5,710	\$0	\$0	\$0	\$0	\$0	\$0	\$5,710	\$0	\$0	\$0	\$5,710
C.5 Phase I Child Outreach Plan	\$3,052	\$22,000	\$25,052	\$0	\$0	\$0	\$0	\$0	\$12,526	\$0	\$12,526	\$0	\$0	\$25,052
C.6 Regional Our Water Our World Contract	\$5,356	\$18,173	\$23,529	\$3,361	\$0	\$3,361	\$0	\$0	\$3,361	\$3,361	\$3,361	\$3,361	\$3,361	\$23,529
C.7 Sonoma State WATERS Project	\$7,368	\$19,250	\$26,618	\$1,585	\$1,479	\$1,889	\$4,968	\$0	\$2,077	\$2,052	\$7,565	\$2,909	\$2,094	\$26,618
C.8 Regional Coordination - Safe Medicine Disposal Program	\$9,242	\$3,300	\$12,542	\$676	\$718	\$814	\$2,219	\$737	\$900	\$889	\$3,403	\$1,279	\$908	\$12,542
C.9 Hauling and Disposal - Safe Medicine Disposal Program	\$2,664	\$4,620	\$7,284	\$4,416	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,868	\$7,284
C.10 Streets to Creeks	\$3,706	\$49,500	\$53,206	\$2,867	\$3,045	\$3,455	\$9,412	\$3,125	\$3,818	\$3,770	\$14,436	\$5,427	\$3,850	\$53,206
C.11 Bulk Purchases - LID Signs	\$573	\$550	\$1,123	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,123	\$1,123
	\$102,859	\$117,943	\$220,802	\$22,772	\$12,775	\$14,858	\$24,132	\$11,395	\$28,020	\$15,782	\$48,824	\$20,509	\$21,736	\$220,802
RRWA Total for FY 2022-2023	\$442,739	\$184,988	\$627,727	\$44,696	\$36,066	\$41,281	\$96,118	\$35,299	\$57,219	\$44,613	\$159,235	\$62,018	\$51,183	\$627,727

- Allocation Notes:
- C.1: Allocated to Cloverdale
 - C.2: Divided evenly between all member agencies except Mendocino County
 - C.3: Divided evenly between Cotati, Sebastopol, Sonoma County, Sonoma Water, Windsor, and Santa Rosa
 - C.4: Allocated to Mendocino County
 - C.5: Divided evenly between Ukiah and Sonoma County
 - C.6: Divided evenly between Cloverdale, Healdsburg, Ukiah, Mendocino County, Sonoma County, Sonoma Water, and Windso
 - C.7: 50% of the total budget divided evenly between all member agencies except Sebastopol plus 50% of the total budget times the total operating budget percentages assigned to each agency excluding Sebastopol
 - C.8: 50% of the total budget divided evenly between all member agencies plus 50% of the total budget times the total operating budget percentages assigned to each agency
 - C.9: Allocated to Cloverdale based on actual expenses from 2018-2019, and allocated to Windsor as directed by TWC
 - C.10: 50% of the total budget divided evenly between all member agencies plus 50% of the total budget times the total operating budget percentages assigned to each agency
 - C.11: Allocated to Windsor

APPENDIX A: 2022-2023 RRWA Work Plan Executive Director Services - Adopted February 24, 2022

		RRWA STAFF/ CONSULTANT SERVICES									Assumptions/Comments	
		Executive Director	Project Manager	Technical Support	Program Specialist	Admin	Total Hours	Total Labor Costs	Sub/ODC Markup	Other Direct Costs (ODC)		Cash Totals
		\$315	\$256	\$195	\$191	\$144			10.0%			
A.1 Board of Directors		29	29	0	30	0	88	\$22,289	\$450	\$4,500	\$27,239	
	A BOD Coordination & Meeting Attendance	28	28	0	28	0	84	\$21,336	\$0	\$0	\$21,336	Preparation of Board of Directors (BOD) planning, presentations, agendas, guest speakers, handouts, minutes. Assumes four, 2-hour BOD meetings per year or the equivalent. Attendance by Executive Director (ED) and one staff member at all meetings.
	B Legal Services	1	1	0	2	0	4	\$953	\$450	\$4,500	\$5,903	At the direction of the BOD, and if an independent third-party review is needed. Obtain as-needed contracted legal services review of Agreement with potential grantor, new members or other need. Placeholder to be used as needed.
A.2 Technical Working Group		24	24	0	28	0	76	\$19,052	\$0	\$0	\$19,052	
	A TWG Coordination & Meeting Attendance	24	24	0	28	0	76	\$19,052	\$0	\$0	\$19,052	Preparation and planning of Technical Working Group (TWG) presentations, agendas, handouts, summary notes. Up to four, 2-hour TWG meetings per year. Attendance by two staff members at all meetings.
A.3 General Administration		22	100	30	110	0	262	\$59,390	\$400	\$4,000	\$63,790	
	A Coordinate and Develop 2023-24 Work Plan	8	40	20	0	0	68	\$16,660	\$0	\$0	\$16,660	Coordinate and develop the 2023-2024 Work Plan and budget.
	B General Association Communications	8	24	10	80	0	122	\$25,894	\$0	\$0	\$25,894	General communication (e-mails, phone calls etc.), mailing list, distribution and coordination activities. Coordination with partner agencies such as Resource Conservation Districts, Land Paths, Laguna Foundation, Resources Legacy Fund, Occidental Arts and Ecology Center, Russian Riverkeeper, Tribes, Russian River Watershed Coalition, Sonoma County Regional Climate Protection Authority. Promote fundraising events and resources for entities that implement programs supporting member agency objectives.
	C Project Management and Controls	6	36	0	30	0	72	\$16,836	\$400	\$4,000	\$21,236	Budget tracking, internal process meetings and invoicing. \$4,000 ODC to Administrative Agency (City of Ukiah) for their time administering the contract and processing invoices.
Executive Director Services Totals		75	153	30	168	0	426	\$100,731	\$850	\$8,500	\$110,081	

APPENDIX A: 2022-2023 RRWA Work Plan General Benefit Projects - Adopted February 24, 2022

	RRWA STAFF/ CONSULTANT SERVICES										Assumptions/Comments
	Executive Director	Project Manager	Technical Support	Program Specialist	Admin	Total Hours	Total Labor Costs	Sub/ODC Markup	Other Direct Costs (ODC)	Cash Totals	
	\$315	\$256	\$195	\$191	\$144			10.0%			
B.1 Implementation of Outreach Strategies	18	29	0	38	0	85	\$20,352	\$605	\$6,050	\$27,007	
A Development/Advocacy	4	28	0	14	0	46	\$11,102	\$0	\$0	\$11,102	Respond to BOD & TWG requests to support watershed-wide initiatives as identified during the work plan year.
B Sponsorships	0	1	0	12	0	13	\$2,548	\$605	\$6,050	\$9,203	Promote RRWA and sponsor clean-up events including \$1,500 for RRW/Russian Riverkeeper cleanup, \$500 for coastal cleanup, and \$250 for Mendocino County cleanup; Daily Acts cobranding support \$1,000; and sponsor Steelhead festival at \$1,000 level. Includes \$1,000 for Fiesta de Independencia, \$500 for Mendocino County Earth Day, and \$300 for Cloverdale's La Familia Sana emergency support or Resilient Cloverdale.
C New Member Outreach	14	0	0	12	0	26	\$6,702	\$0	\$0	\$6,702	Outreach to potential RRWA voting members and associate members including a New Member Outreach Plan. Potential associate members include new Phase II MS4s, SCOE, MCOE, Sonoma State University, Santa Rosa Junior College, and Tribes. Potential voting members include RRFC, Caltrans, SMART, and Rohnert Park.
B.2 Outreach Strategies	11	44	110	122	0	287	\$59,481	\$0	\$0	\$59,481	
A Implementation of Public Outreach and Response	3	22	30	30	0	85	\$18,157	\$0	\$0	\$18,157	Support previous outreach campaign efforts and respond to inquiries and requests for information; presentations to outside organizations; assistance to Sonoma Water on student video contest, including ADA services for online posted materials as needed.
B Environmental Articles	0	6	16	60	0	82	\$16,116	\$0	\$0	\$16,116	Coordination of monthly environmental article topics, soliciting guest authors, development (written in-kind by member agencies), posting on RRWA blog in English and Spanish, email to general distribution list, and submittal for publication as a column in local newspapers. As possible, track and document distribution and reach.
C Collaborative Outreach Coordination	4	12	40	8	0	64	\$13,660	\$0	\$0	\$13,660	Support and coordinate regional outreach efforts including the facilitation of public event attendance and other local events that provide opportunities to engage with the public, including ideal opportunities for engaging with the Spanish speaking community; coordinate with Member Agencies on event attendance.
D Drought Campaign	4	4	24	24	0	56	\$11,548	\$0	\$0	\$11,548	Continue outreach efforts related to drought awareness and education campaign including social media content, facilitating and highlighting regional collaborations, radio ads, etc. Includes participation in drought subcommittee as needed and looking for drought related funding opportunities. Placeholder to be used as needed.
B.3 Outreach Online	8	7	49	116	0	180	\$36,023	\$240	\$2,400	\$38,663	
A Website Maintenance	0	2	12	28	0	42	\$8,200	\$90	\$900	\$9,190	Maintain website content such as posting of meeting dates, agendas and summaries, and updating content blog(s). ODC for 12-month website maintenance and technical support plan.
B Watershed Map	0	1	25	8	0	34	\$6,659	\$50	\$500	\$7,209	Maintain online interactive map of the Russian River watershed. Execute updates as directed, such as improve existing layers or adding layer sources on map updates.
C Social Media	8	4	12	80	0	104	\$21,164	\$100	\$1,000	\$22,264	Maintain existing social media account(s) to engage online community and to promote events, programs, projects, and member agency content. Utilize existing stormwater outreach library to create "edu-memes" (picture posts with succinct messaging) for Facebook and for member usage. Assumes approximately 1 hour per week for posting content and 1 hour per week for response to inquiries as needed. \$1,000 ODC includes ad placement costs. Provide two outreach performance metric updates. Participate in Social Media subcommittee.

		RRWA STAFF/ CONSULTANT SERVICES									Assumptions/Comments	
		Executive Director	Project Manager	Technical Support	Program Specialist	Admin	Total Hours	Total Labor Costs	Sub/ODC Markup	Other Direct Costs (ODC)		Cash Totals
		\$315	\$256	\$195	\$191	\$144			10.0%			
B.4 Russian River Friendly Landscaping		48	14	6	134	8	210	\$46,620	\$2,652	\$26,520	\$75,792	
	A RRFL Communications, Management, and Implementation	14	12	6	66	0	98	\$21,258	\$0	\$0	\$21,258	Outreach to green industry professionals and Russian River Friendly Landscaping (RRFL) email list, Santa Rosa Junior College, Sonoma State, ReScape, and Mendocino and Sonoma Master Gardeners; respond to inquiries and requests for use of Guidelines. Maintain signage program implemented in conjunction with subcommittee. Continue enhancing/maintaining website library of RRFL materials. RRWA will also provide support services and outreach for events and trainings held by member agencies. Coordinate and facilitate residential and commercial outreach strategies for the program as directed by the RRFL subcommittee. Potential initiatives including workshop/training promotion, design, and distribution planning for a small RRFL sign, biennial event follow-up, and/or other deliverables as directed.
	B Event for Landscape Professionals	30	0	0	60	8	98	\$22,062	\$400	\$4,000	\$26,462	Coordinate and facilitate the RRFL Biennial Event as directed by the RRFL subcommittee. Create RRFLG materials supporting Biennial Event.
	C Carbon Gardening	4	2	0	8	0	14	\$3,300	\$2,252	\$22,520	\$28,072	Coordinate and facilitate consultant contract(s) as directed by the RRFL subcommittee. ODC includes contract cost with Daily Acts. Daily Acts scope includes implementation of a watershed scale outreach and education campaign featuring eight Spanish language video focused on urban scale carbon gardening, an interactive website, and carbon-gardening outreach material. Managing Daily Acts Contract
B.5 Regulatory Forum and Advocacy		36	32	0	52	6	126	\$30,328	\$0	\$0	\$30,328	
	A Research, read, review & author response letters. Verbal comments as appropriate. Prioritization of issues and topics	12	4	0	30	6	52	\$11,398	\$0	\$0	\$11,398	Research, view-point/opinion compilation, writing, review, prepare drafts, coordinate signatures and distribution of up to 6 comment letters. Monitor member agency permitting and policy issues and Coordinate responses of member agencies. Provide forum for discussions with RWQCB and affected member agencies as Russian River TMDL is developed and provide review and comment. Support agencies in the review of state and federal initiatives that may affect member agencies.
	B Attendance at Regional Board Meetings	4	0	0	6	0	10	\$2,406	\$0	\$0	\$2,406	Annual presentation to RWQCB by Board of Directors Chair and Executive Director.
	C Quarterly Meeting with Regional Board EO	12	12	0	12	0	36	\$9,144	\$0	\$0	\$9,144	Up to 4 meetings including meeting prep, attendance and travel time.
	D TMDL Support	8	16	0	4	0	28	\$7,380	\$0	\$0	\$7,380	Review and comment on proposed regulatory initiatives, attend meetings on behalf of agencies, and track and report on progress. Placeholder to be used as needed.
B.6 Regional Stormwater Program Support		3	52	30	72	0	157	\$33,859	\$1,748	\$17,480	\$53,087	
	A Stormwater Activities Table	1	10	0	6	0	17	\$4,021	\$0	\$0	\$4,021	Develop Technical Memo describing all Stormwater related activities undertaken on behalf of member agencies during 2021-2022. Report delivered by the end of August 2022 for incorporation into Annual Reports.
	B CASQA Participation	0	3	30	0	0	33	\$6,618	\$0	\$0	\$6,618	Participate in California Stormwater Quality Association (CASQA) subcommittees and provide updates and resources to member agencies. Cost assumes in-kind annual conference attendance payment by West Yost Associates.
	C CASQA Group Membership	0	6	0	18	0	24	\$4,974	\$1,628	\$16,280	\$22,882	Coordinate CASQA group membership, including invoicing and managing the membership, subscription to the Industrial/Commercial and Construction BMP Manuals, includes four membership slots for RRWA staff. Task also includes area-wide funding for centralized OWOW program coordination and administration. ODCs are \$11,200 for group membership and \$5,080 for OWOW program administration.
	D Restaurant Placemats	0	1	0	20	0	21	\$4,076	\$120	\$1,200	\$5,396	Continue to provide partners with placemats, including bilingual placemats, update placemat as directed by the TWG, continue to seek out new partners throughout the watershed.
	E Creek Week	0	2	0	16	0	18	\$3,568	\$0	\$0	\$3,568	Support Member Agencies in outreach efforts to engage the community to participate in creek week events; develop a landing page of Creek Week events happening through the watershed; link cleanup eventer on the interactive watershed atlas; adopt a Creek Week proclamation, provide a post-event metric report.
	F Municipal Stormwater regulation, review, comment, advocate	2	30	0	12	0	44	\$10,602	\$0	\$0	\$10,602	Review, comment, and advocate on regulations related to Stormwater National Pollutant Discharge Elimination System (NPDES) permitting, State and local regulations regarding Stormwater resource plans; follow and support funding initiatives; track progress, report and support development of relevant state and federal initiatives. Follow the Phase II Permit renewal process; review and comment on permit drafts; update TWG on significant issues that may impact state-wide requirements.
B.7 Russian River Regional Monitoring Program		36	0	0	6	0	42	\$12,486	\$0	\$0	\$12,486	
	A R3MP Participation	36	0	0	6	0	42	\$12,486	\$0	\$0	\$12,486	Support member agency participation in the development of the Russian River Regional Monitoring Program (R3MP).
TOTAL General Benefit Projects		160	178	195	540	14	1087	\$239,149	\$5,245	\$52,450	\$296,844	

APPENDIX A: 2022-2023 RRWA Work Plan Special Benefit Projects - Adopted February 24, 2022

		RRWA STAFF/ CONSULTANT SERVICES									Assumptions/Comments	
		Executive Director	Project Manager	Technical Support	Project Specialist	Admin	Total Hours	Total Labor Costs	Sub/ODC Markup	Other Direct Costs (ODC)		Cash Totals
		\$315	\$256	\$195	\$191	\$144			10.0%			
C.1 Stormwater Phase 1 Support for Cloverdale		1	9	0	10	0	20	\$4,529	\$0	\$0	\$4,529	
	A Co-Permittee Meeting & Project Facilitation	1	9	0	10	0	20	\$4,529	\$0	\$0	\$4,529	Monthly Co-Permittee meeting and Regional Water Board meeting planning, agendas, handouts, facilitation, and summary notes. Assumes 3 meetings per Member Agency. Facilitation will be based on an as needed basis and as directed by the TWG. Placeholder to be used as needed.
C.2 Stormwater Phase 1 Support	<i>All Co-Permittees</i>	2	23	190	16	6	237	\$47,488	\$50	\$500	\$48,038	
	A LID Annual Training	0	1	8	4	0	13	\$2,580	\$50	\$500	\$3,130	Support Co-Permittees with promotion of Stormwater Low Impact Development (LID) training. Includes \$500 for facility. Placeholder to be used as needed.
	B Update LID Manual and/or Calculator	2	22	182	12	6	224	\$44,908	\$0	\$0	\$44,908	Support Co-Permittees with updates to the Stormwater Low Impact Development (LID) Manual and calculator updates as directed by the TWG. Placeholder to be used as needed.
C.3 Lower Watershed Monitoring Plan	<i>Lower Watershed Co-Permittees</i>	1	32	20	4	0	57	\$13,171	\$0	\$0	\$13,171	
	A Lower Watershed Stormwater Quality Monitoring and Reporting Plan Implementation	1	32	20	4	0	57	\$13,171	\$0	\$0	\$13,171	Support implementation of Stormwater Quality Monitoring Reports for Windsor, Santa Rosa, Cotati, Sebastopol, Sonoma Water, and Sonoma County. Aggregate and disseminate data; support compilation of semi-annual reports as requested. Assumes a maximum of hours. Placeholder to be used as needed.
C.4 Upper Russian River Program	<i>Mendocino County</i>	10	10	0	0	0	20	\$5,710	\$0	\$0	\$5,710	
	A Upper Russian River Water Managers Participation	10	10	0	0	0	20	\$5,710	\$0	\$0	\$5,710	Represent member agencies at meetings and report progress at BOD and TWG meetings. Placeholder to be used as needed.
C.5 Phase I Child Outreach Plan	<i>Ukiah and Sonoma County</i>	2	2	0	10	0	14	\$3,052	\$2,000	\$20,000	\$25,052	
	A Water Education Program Coordination	2	2	0	10	0	14	\$3,052	\$2,000	\$20,000	\$25,052	Coordinate Ukiah, and County of Sonoma's participation in Sonoma Water's Water Education Program; includes coordinating with Sonoma Water to set up the program and assistance with soliciting participation to local schools.

		RRWA STAFF/ CONSULTANT SERVICES									Assumptions/Comments	
		Executive Director	Project Manager	Technical Support	Project Specialist	Admin	Total Hours	Total Labor Costs	Sub/ODC Markup	Other Direct Costs (ODC)		Cash Totals
		\$315	\$256	\$195	\$191	\$144			10.0%			
C.6 Regional Our Water Our World Contract	<i>Cloverdale, Healdsburg, Ukiah, Mendocino County, Sonoma County, Sonoma Water, and Windsor</i>	0	6	0	20	0	26	\$5,356	\$1,652	\$16,521	\$23,529	
A	Regional Our Water Our World Program	0	6	0	20	0	26	\$5,356	\$1,652	\$16,521	\$23,529	Manage regional contract for Our Water Our World to coordinate and implement pesticide-related education and outreach at nurseries. ODC includes contract cost. Printing costs and purchase of other promotional supplies not included.
C.7 Sonoma State WATERS Project	<i>Cloverdale, Healdsburg, Santa Rosa, Ukiah, Mendocino County, Sonoma County, Sonoma Water, Cotati, and Windsor</i>	16	2	0	8	2	28	\$7,368	\$1,750	\$17,500	\$26,618	
A	Sonoma State WATERS Project	16	2	0	8	2	28	\$7,368	\$1,750	\$17,500	\$26,618	In partnership with Sonoma State University (SSU), Sonoma Water, and Santa Rosa, sponsor and support the ongoing project as part of the Watershed Academics to Enhance Regional Sustainability (WATERS) program. Continue research from previous years on the nexus between water quality and homelessness including water sampling, social media campaign, mapping, and working with community leaders.
C.8 Regional Coordination - Safe Medicine Disposal Program	<i>All RRWA Members</i>	16	0	0	22	0	38	\$9,242	\$300	\$3,000	\$12,542	
A	Coordination with regional partners, development of outreach materials	16	0	0	22	0	38	\$9,242	\$300	\$3,000	\$12,542	Regional coordination with program partners and existing outreach efforts (up to \$2,000). Support possible sunset of regional program and transition to PhRMA program. ODC includes \$1,000 sponsorship for the California Product Stewardship Council.
C.9 Hauling and Disposal - Safe Medicine Disposal Program	<i>Cloverdale and Windsor</i>	3	0	0	9	0	12	\$2,664	\$420	\$4,200	\$7,284	
A	Administer Safe Medicine Disposal Drop-off Sites - Cloverdale	2	0	0	6	0	8	\$1,776	\$240	\$2,400	\$4,416	Coordination at sites in Cloverdale. Cost includes hauling and disposal fees. Staff time may include review of program policies and procedures as they relate to regulatory changes.
B	Administer Safe Medicine Disposal Drop-off Sites - Windsor	1	0	0	3	0	4	\$888	\$180	\$1,800	\$2,868	Coordination at sites in Windsor through December 2022. Cost includes hauling and disposal fees. Staff time may include review of program policies and procedures as they relate to regulatory changes.
C.10 Streets to Creeks	<i>All RRWA Members</i>	0	4	2	12	0	18	\$3,706	\$4,500	\$45,000	\$53,206	
A	Streets to Creeks	0	4	2	12	0	18	\$3,706	\$4,500	\$45,000	\$53,206	Support further development of the Streets to Creeks outreach campaign and campaign material; incorporate outreach material into RRWA materials and social media.
C.11 Bulk Purchases - LID Signs	<i>Windsor</i>	0	0	0	3	0	3	\$573	\$50	\$500	\$1,123	
A	LID Signs	0	0	0	3	0	3	\$573	\$50	\$500	\$1,123	Assumes hours as specified and \$500 to purchase signs. Placeholder to be used as needed.
TOTAL Special Benefit Projects		51	88	212	114	8	473	\$102,859	\$10,722	\$107,221	\$220,802	

5/26/04

Amendment 1 Implementing Changes
Authorized by the RRWA Board

**AMENDMENT ONE TO THE MEMORANDUM OF UNDERSTANDING CREATING
THE RUSSIAN RIVER WATERSHED ASSOCIATION**

This Amendment One to the Memorandum of Understanding Creating the Russian River Watershed Association is made and entered into pursuant to the provisions of California Government Code Section 6500, et seq. by and between the parties to the Memorandum of Understanding Creating the Russian River Watershed Association. In accordance with subparagraph B.6(c) of the Memorandum of Understanding Creating the Russian River Watershed Association, this Amendment One will take effect and bind the parties to the Memorandum of Understanding Creating the Russian River Watershed Association upon approval of the governing bodies of 4/5's of the parties to that Memorandum of Understanding. Such approval shall be evidenced by the signatures of the authorized representatives of such parties in Exhibit A, which is attached to and made a part of this Amendment One. Parties in addition to those to the Memorandum of Understanding Creating the Russian River Watershed Association may become parties to the Memorandum of Understanding, as amended, upon signature of an authorized representative of such additional party as evidenced in Exhibit A to this Amendment One. This Amendment One may be executed in counterparts.

The Memorandum of Understanding creating the Russian River Watershed Association is hereby amended to read as follows:

Section A. Recitals:

1. Each of the parties to this MOU is a local government entity functioning within the watershed of the Russian River.
2. The parties desire to establish a watershed association in order to facilitate partnerships across political boundaries that promote the ecological vitality of the Russian River watershed.
3. It is to the parties' mutual advantage and benefit to develop and implement cooperative restoration and protection efforts throughout the watershed and promote a regional alliance that supplements local government programs.
4. The parties hereto plan to develop joint proposals for funding and to obtain public support for local, state, federal, and other funding opportunities for programs that implement the mission and goals of the Association.
5. The parties hereto recognize the value of using common resources effectively.

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

6. The parties hereto desire to be proactive on watershed-based regulatory issues which affect areas beyond traditional political boundaries.
7. The parties hereto desire to educate the communities in the Russian River watershed about the importance of watershed stewardship.
8. The parties hereto wish to coordinate on local, state and federal policies and programs.
9. The parties hereto find that promoting the stewardship of the Russian River watershed resources is in the public interest and for the common benefit of all within the Russian River watershed.
10. The parties recognize that there are current and future regulatory requirements which apply to water resources in the Russian River watershed affecting one or more of said parties, and that these multiple regulatory requirements may result in conflicts whenever one party's response to a regulatory requirement affects other requirements and/or parties. The parties find that sharing information and coordinating efforts in such circumstances may benefit the parties, the Russian River Watershed, and the communities within it. By this MOU, the parties intend to facilitate such information sharing and coordination.

Section B. General Provisions:

1. **Definitions.** As used in this MOU, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.
 - (a) "MOU" shall mean this memorandum of understanding.
 - (b) "Association" shall mean the Russian River Watershed Association.
 - (c) "Board of Directors" shall mean the board composed of representatives from the parties to this MOU.
 - (d) "Party" or "Parties" shall mean the signatories to this MOU.
 - (e) "Watershed" shall mean the entire Russian River watershed. A map depicting the boundaries of the watershed is attached hereto and incorporated herein as Exhibit B.
 - (f) "Administrative Agency" shall mean that Party to this MOU authorized pursuant to paragraph B. 12 to enter into contracts and perform other administrative functions on behalf of the Parties to this MOU.

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

2. **Purpose.** This MOU is being entered into in order to carry out the mission, goals and objectives stated herein and as stated in the mission and goals attached hereto and incorporated herein as Exhibit C.

3. **Eligibility Requirements.** Only local and/or regional public agencies regulated under the Porter Cologne Water Quality Control Act, Water Code 513020 et seq., the Clean Water Act, 33 U.S.C. § 1251 et seq., the federal Safe Drinking Water Act, 42 U.S.C. § 300f et seq., and/or the state Safe Drinking Water Act, Health & Safety Code § 116275 et seq., that operate within or have jurisdiction over any area within the boundaries of the watershed of the Russian River are eligible to be parties to this MOU and participate in the Association.

4. **Subsidiaries as Parties.** Agencies that are a subsidiary of another Party or that share the same governing body as another Party may be a Party if they meet the eligibility requirements in Paragraph B.3 of this MOU and pay the full costs of participation.

5. **Advisory Committees.** One or more Advisory Committees to the Association may be established by the Board of Directors to be composed of any associations, organizations, private groups, owners and managers of land within the watershed and other interested persons or entities who reside or work within the watershed and who are supportive of the purposes of this Association and of any State and federal agencies with regulatory authority over or an interest in the watershed. The Board of Directors shall approve the size and make up of any Advisory Committee and shall set the length of terms of members and appoint persons to the Committee.

6. **Membership of the Board of Directors.**

The governing body of the Association shall be a Board of Directors consisting of a representative from each Party. The governing board of each Party shall appoint one representative and one alternate representative.

7. **Voting Requirements.**

(a) Each member of the Board of Directors shall have one vote. With the exception of the items set forth in subsections (b) and (c) below and as otherwise specified herein or pursuant to applicable law, if a quorum is present, the affirmative vote of the majority of members of the Board of Directors present is required to approve any item. However, an affirmative vote of a majority of the Board of Directors present is sufficient to adjourn a meeting, whether or not a quorum is present. In addition to conducting the regular business of the Association, the Board of Directors shall authorize all contracts and amendments

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

thereto entered into by the Administrative Agency on behalf of the Parties to the MOU, prior to Administrative Agency entering into such contracts and amendments and shall authorize acceptance of work under any such contract prior to the Administrative Agency accepting such work on behalf of the Parties to the MOU; except that the Board of Directors may authorize the Administrative Agency to enter into, modify or accept work under any contract in an amount not to exceed \$10,000.

(b) If a quorum is present, the affirmative vote of two-thirds of the members of the Board of Directors present shall be required to adopt or modify the budget and to authorize the Administrative Agency to enter into, modify or accept work under any contract in excess of \$10,000.

(c) Approval of the governing bodies of four-fifths of the Parties shall be required to modify this MOU.

8. Quorum. The presence of a sufficient number of members of the Board of Directors to equal or exceed a majority of the seats on the Board of Directors shall constitute a quorum for purposes of meetings and transacting business.

9. Terms of Office. Each member of the Board of Directors shall serve at the pleasure of his or her appointing body and may be removed as a member of the Board of Directors by the appointing body at any time. If at any time a vacancy occurs on the Board of Directors, a replacement shall be appointed by the Party to fill the unexpired term of the previous representative within ninety (90) days of the date that such position becomes vacant.

10. Alternates. Alternate representatives to the Association shall be empowered to cast votes in the absence of the regular member of the Board of Directors or, in the event of a conflict of interest preventing the regular member of the Board of Directors from voting, to vote because of such a conflict of interest.

11. Officers of the Association. The Board of Directors of the Association shall elect a Chair, a Vice-Chair and such other officers from the Board of Directors, as the Board of Directors deems appropriate. In electing a Chair and Vice-Chair, the Board of Directors shall encourage the election of individuals who are elected officials of the Parties. Such officers shall serve for a term of one (1) year unless sooner terminated at the pleasure of the Board of Directors. The duties of the Chair and Vice-Chair are as follows:

(a) Chair. The Chair shall represent the Board of Directors and, subject to the approval of the Board of Directors, oversee and carry out the affairs of the Association and the activities of the officers of the Board of Directors, the staff, and consultants. The Chair shall perform all duties incident to the office and such

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

other duties as may be required to carry out this MOU or which may be prescribed from time to time by the Board of Directors.

(b) Vice-Chair. The Vice-Chair shall serve as the Chair in the absence of the regularly-elected Chair. In the event both the Chair and Vice-Chair are absent from a meeting which would otherwise constitute a quorum and a temporary Chair was not designated by the Chair at the last regular meeting, any Board member may call the meeting to order, and a temporary chair may be elected by majority vote to serve until the Chair or Vice-Chair is present.

12. Administrative Agency. The Parties hereby designate The City of Ukiah to act as the Administrative Agency for the purpose of carrying out the provisions of this MOU. Pursuant to the provisions of Government Code Section 6509, the authority delegated herein to the Administrative Agency shall be subject to the restrictions upon the manner of exercising power applicable to the Administrative Agency, including but not limited to the purchasing ordinances and purchasing procedures of the Administrative Agency. The Administrative Agency, on behalf of the Association, shall:

(a) provide for notice of and agendas for all meetings of the Association in accordance with the Ralph M. Brown Act (Chapter 9 (commencing with section 54950) of Part 1 of Division 2 of Title 5 of the Government Code) or with any successor provision;

(b) through its staff or through any staff, executive director, or consultants authorized pursuant to Paragraph B. 15, award and administer such contracts as may be authorized by the Board of Directors;

(c) through its controller and treasurer act as the financial officer or functional equivalent and be the depositor and have custody of all money of the Association from whatever source. The Administrative Agency shall draw warrants to pay demands for expenditures authorized by the Board of Directors or by its authorized representative pursuant to any delegation of authority authorized by the Board of Directors. The Administrative Agency shall cause an independent annual audit of the Association's finances to be made by a certified public accountant;

(d) determine charges to be made against the Association for its services. Payment of these charges by the Administrative Agency, on behalf of the Association, shall be subject to the approval of the Board of Directors;

(e) complete the tasks identified in Paragraphs B. 16, B. 17, B. 18 and B. 23 if the Board of Directors has not designated another Party or person to complete the tasks.

The Administrative Agency may resign its position as Administrative Agency. Except as otherwise provided in Paragraph B.25 of this MOU, such resignation will become effective 120 days after the Administrative Agency has given written notice to all Parties to the MOU in accordance with Paragraph B.29 of the MOU. The Administrative Agency must transfer all funds and records held on behalf of the

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

Association to any designated successor Administrative Agency by the resignation effective date. The Board of Directors may designate a successor Administrative Agency. If the Board of Directors does not designate a successor Administrative Agency before the resignation of the current Administrative Agency becomes effective, this MOU will terminate in accordance with Paragraph B.25.

13. Clerk and Legal Counsel. The Board of Directors of the Association may appoint a clerk and legal counsel, as it deems appropriate. The clerk and/or legal counsel may be appointed from the staff of one of the Parties, with the consent of the governing body of the Party. If the clerk and/or legal counsel is appointed from the staff of one of the Parties, the governing body of that Party may determine charges to be made against the Association for the services of the clerk and/or legal counsel. Payment of these charges by the Administrative Agency, on behalf of the Association, shall be subject to the approval of the Board of Directors. The clerk and/or legal counsel may also be retained by the Administrative Agency pursuant to Paragraph B. 15.

14. Executive Director. The Board of Directors of the Association may appoint an Executive Director who shall be responsible to the Board of Directors for the proper and efficient administration of the Association as directed by the Board of Directors pursuant to the provisions of this MOU or of any resolution or order of the Board of Directors. The Executive Director may be appointed from the staff of one of the Parties or the Executive Director may be retained by the Administrative Agency pursuant to Paragraph B. 15.

The Executive Director may be authorized to:

- (a) carry out action and direction from the Board of Directors as necessary;
- (b) under the policy direction of the Board of Directors, plan, organize and supervise Association activities;
- (c) authorize the Administrative Agency to pay expenditures within the designations and limitations of the budget approved by the Association; and
- (d) make recommendations to and requests of the Board of Directors concerning any matter which is to be performed, done or carried out by the Board of Directors.

15. Staff and Consultants. The Administrative Agency may, pursuant to Paragraph B. 12 and subject to prior approval by the Board of Directors, employ or contract for any staff, including an Executive Director, or consultants as may be reasonably necessary to carry out the purposes of this MOU. If an employee from any Party performs staff or consulting work for the Association, the governing body of that Party may determine charges to be made against the Association for the services of that employee. Payment of these charges by the Administrative Agency, on behalf of the Association, shall be subject to the approval of the Board of Directors.

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

16. Annual Work Plan. Within ninety days after the first meeting of the Board of Directors, and each year by January 1, the Association shall prepare an annual work plan describing the work to be done by the Association in the ensuing fiscal year. The work plan shall segregate all work of the Association into two categories: overhead and programs. Work falling into the category of programs will be further segregated into sub-categories: programs of general benefit to all Parties and programs of specific benefit to one or more Parties. For each program, the work plan will set forth information including the following:

- (a) the purpose of the program;
- (b) the method by which the program will be carried out;
- (c) the products to be produced by the program;
- (d) the schedule for carrying out the program;
- (e) the responsibility for carrying out the program; and
- (f) the budget for the program.

The work plan will be prepared in three parts. Part A shall consist of the information on overhead. Part B shall consist of the information on programs of general benefit to all Parties. Part C shall contain the information on the programs of specific benefit to one or more Parties. The work plan shall become effective when approved by a two-thirds majority vote of a quorum of the Board of Directors.

17. Annual Budget. Within ninety days after the first meeting of the Board of Directors of the Association, and thereafter by March 31st, prior to the commencement of each fiscal year (defined as July 1 through June 30), the Board of Directors shall adopt a budget for the ensuing fiscal year. The budget shall include, but not be limited to, the following parts, with funding sources identified:

Part A of the budget shall set forth the cost of overhead and the allocation of overhead cost among Parties;

Part B of the budget shall set forth the cost of programs of general benefit and the allocation of costs of such programs among Parties;

Part C of the budget shall set forth the cost of programs of specific benefit to one or more Parties and the allocation of costs among participating Parties.

The budget shall become effective when approved by a two-thirds majority vote of a quorum of the Board of Directors.

18. Allocation of Costs.

(a) Costs for work described in Parts A and B of the annual work plan shall be allocated equally among each of the Parties as follows:

(i) One half of these costs shall be allocated equally among each of the Parties;

(ii) One half of these costs shall be allocated among Parties in proportion to each Party's annual operating budget as defined by the Board of Directors and excluding amounts devoted to municipal electric utility operations. The operating budget for counties shall be prorated based on

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

the percentage of the area of each county located within the Russian River watershed.

(b) Costs for work described in Part C of the annual work plan shall be allocated among those Parties participating in the programs in direct proportion to the benefits received by each Party in a manner established by the Board of Directors at the time each program of specific benefit is approved or revised.

19. Dues and Allocated Costs. The Board of Directors shall have the authority to assess initial dues for Parties not to exceed \$5,000. The Board of Directors shall also have the authority to assess each Party for costs set out in the annual budget, adopted pursuant to paragraph B.17, and consistent with the allocation of costs, adopted pursuant to paragraph B.18. Parties who join part way through a fiscal year will be assessed dues, not to exceed \$5,000, for their Part A and Part B allocation of costs. For their Part C allocation, for projects of specific benefit to the Party, in which the Party elects to participate, the Party will be assessed on a case-by-case basis.

20. Liability and Indemnity. This MOU is not intended to affect the legal liability of any of the Parties by imposing any standard of care other than the standard of care that applies by law.

(a) Except as provided in subparagraph(b) below, no Party or official, officer, employee, agent or volunteer of a Party is responsible for any liability, loss, damage, claims, expenses, or costs (including, but not limited to, attorney's fees or costs, and fees of litigation and other proceedings), (collectively, "Claims"), that result from anything any other Party or official, officer, employee, agent or volunteer of another Party does or fails to do concerning this MOU. In accordance with California Government Code Section 895.4, each Party agrees to indemnify, defend and hold harmless the other Parties and their officers, officials, employees, agents and volunteers from and against any and all Claims that result from anything such indemnifying Party or its officials, officers, employees, agents or volunteers does or fails to do concerning this MOU.

(b) The Parties acknowledge that the Administrative Agency will enter and administer contracts and perform administrative functions on behalf of the Parties pursuant to paragraph B.12 of this MOU. Accordingly, and notwithstanding anything to the contrary in this paragraph B.20 or this MOU, the Parties agree to provide a common defense to any Claims against the Administrative Agency that arise from the activities of the Administrative Agency under paragraph B.12 of this MOU. If any such Claim is made against the Administrative Agency, the Parties shall meet and agree on the manner of providing that defense and on the equitable sharing of the costs thereof and of any settlement or judgment.

21. Termination of Participation.

(a) Causes. The participation and rights of Parties shall terminate on the occurrence of any of the following:

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

- (1) the voluntary resignation of a Party with notice as prescribed by Subparagraph B.21(b) below;
- (2) the nonpayment of dues or assessments subject to the limitations set forth in Subparagraph B.21(c) below; or
- (3) the occurrence of an event which renders an entity no longer eligible to be a Party in accordance with Paragraph B.3.

(b) Resignation by Giving Notice. Any Party may terminate its participation in the Association by giving written notice of resignation to the Administrative Agency and Chair of the Board of Directors in accordance with paragraph B.29. Such resignation will take effect sixty (60) days after giving notice of resignation in accordance with this subparagraph and paragraph B.29. There shall be no refund of any dues or assessments paid upon such resignation; except that any payments by a resigning Party for dues or assessments approved by the Board of Directors for a fiscal year that has not yet commenced as of the resignation effective date shall be refunded within 30 days of the resignation effective date.

(c) Nonpayment of Dues or Allocated Costs. The participation of any Party that fails to pay its dues or allocated costs when due or within one hundred and twenty (120) days thereafter will terminate in accordance with this subparagraph. Termination for nonpayment will not take effect until the Administrative Agency has given the non-paying Party written notice of non-payment in accordance with paragraph B.29 directing the Party to pay all outstanding amounts within fifteen (15) days of the notice, and the Board of Directors approves termination for non-payment.

(d) Effect of Termination. All rights of a Party in the Association pursuant to this MOU shall cease on the termination of such Party's participation. However, any obligation for charges incurred or service or benefits actually rendered pursuant to this MOU before the effective date of termination will survive such termination.

22. Procedures. The Board of Directors may adopt bylaws, rules of conduct of meetings, and operating procedures. The administrative procedures and policies of a Party may be adopted by the Association.

23. Reports to Parties. Each year the Executive Director or another person designated by the Board of Directors, shall submit a written report to the governing body of each of the Parties. This report shall describe the technical and financial activities of the Association during the preceding year.

24. Offices. The location for the principal office of the Association shall be the principal office of the Administrative Agency.

25. Termination. This MOU shall remain in effect until terminated by approval of the governing bodies of four-fifths of the Parties or until the Administrative Agency has given notice of resignation pursuant to paragraph B. 12 and no other Party has

5/26/04

*Amendment 1 Implementing Changes
Authorized by the RRWA Board*

been designated to act as Administrative Agency, and all debts and liabilities of the Association have been settled, and any remaining property, funds, assets and interests held on behalf of the Association are disposed of in accordance with paragraph B.26. If the Administrative Agency has given notice of resignation in accordance with paragraph B.12, and the Board of Directors has not appointed a successor Administrative Agency within 120 days of such notice, then the Administrative Agency will continue to act in that capacity and this MOU will remain in effect until all debts and liabilities of the Association have been settled and any remaining property, funds, assets and interests held on behalf of the Association are disposed of in accordance with paragraph B.26.

26. Disposition of Property and Surplus Funds. Prior to the termination of this MOU, all debts and liabilities of the Association will be settled, and any and all remaining property, funds, assets, and interests therein held by the Administrative Agency on behalf of the Association shall become the property of and be distributed to the Parties. Remaining monies paid by Parties and held in reserve by the Administrative Agency on behalf of the Association for payment of program costs shall be returned to the Parties that paid them. All other property, funds, assets, and interests of the Association that remain after all debts and liabilities of the Association have been settled shall be distributed by the Administrative Agency to the Parties in proportion to each Party's contributions to the Association for costs set forth in the annual budgets.

27. Minutes. The clerk appointed by the Board of Directors of the Association or, the Administrative Agency if no clerk is appointed, shall cause to be kept minutes of all meetings of the Board of Directors, and shall cause a copy of the minutes to be forwarded to each Party.

28. Effective Date. This MOU shall become effective when at least three agencies have authorized its execution provided that at least one of the three agencies is the Administrative Agency.

29. Notice. All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments shall be delivered or mailed addressed to each Party at the address shown on Exhibit A and when so addressed shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph B. 29.

**Amendment One to the
Memorandum of Understanding Creating
The Russian River Watershed Association**

Exhibit A
[Signatures]

Party Name: _____

Party Address: _____

Authorized Signatory (Name & Title): _____

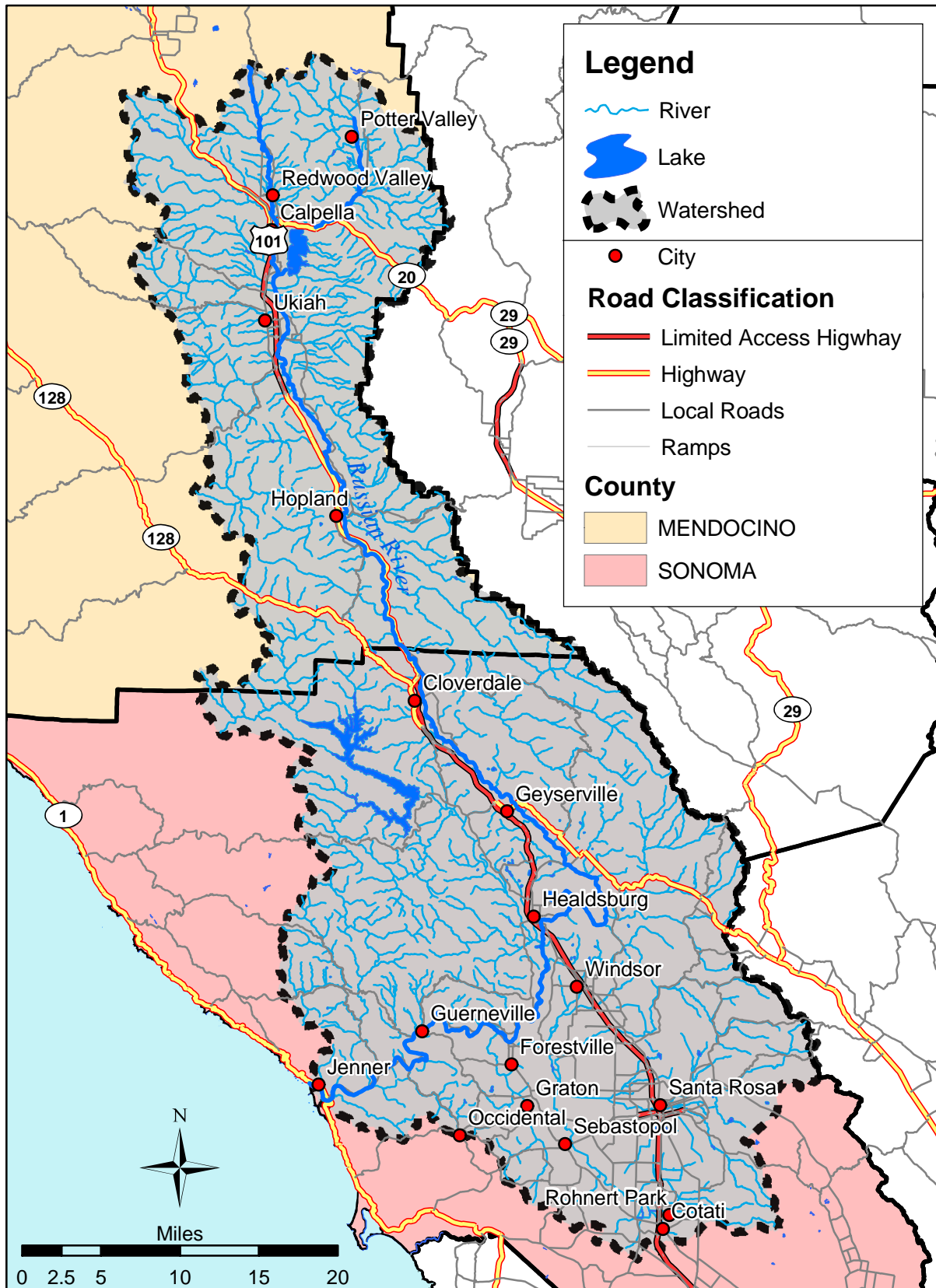
Date of Signature: _____

Attestation by Clerk of Agency: _____

Date of Attestation: _____

Exhibit B

Russian River Watershed



Memorandum of Understanding Creating The Russian River Watershed Association

Exhibit C

Mission Statement

Facilitate partnerships across political boundaries that promote stewardship of the Russian River watershed resources.

Goals & Objectives

Goal #1: Bring together counties, cities and local agencies to work cooperatively and effectively on issues of common interest.

Objectives:

1. Promote the development and implementation of cooperative restoration and protection efforts throughout the watershed.
2. Promote a regional alliance that supplements local government programs.

Goal #2: Be proactive on watershed-based regulation, which increasingly affects areas beyond traditional political boundaries.

Objectives:

1. Increase the knowledge and experience base of local agencies in responding to regulatory actions.
2. Develop a unified voice for the Russian River cities and public agencies pertinent to existing regulations.
3. Monitor legislation and take positions on behalf of the Russian River cities and public agencies.

Goal#3: Work cooperatively to increase eligibility for watershed based funding.

Objectives:

1. Develop joint proposals for funding.
2. Leverage the strength of public support for local, state, federal, and other funding.
3. Support programs that implement the mission & goals of the Russian River cities and public agencies

Goal#4: Maximize effective use of resources.

Objectives:

1. Efficiently share expenses by leveraging limited funding on coordinated efforts.
2. Efficiently share information and increase communication among participants.
3. Undertake a cooperative education program.

Goal#5: Enhance the Association’s influence on local, state, and federal policies and programs.

Objectives:

1. Speak with a unified voice representing interests of the Russian River area .
2. Develop liaisons and communicate effectively with key officials.

Goal#6: Educate communities about the importance of watershed stewardship.

Objectives:

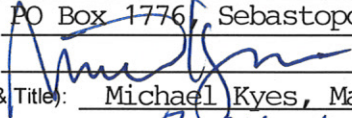
1. Increase education on the importance of habitat restoration and protection and implementation of sustainability concepts.
2. Conduct outreach that attracts volunteers to cooperative programs.
3. Increase public awareness on the values of holistic planning.
4. Serve as an informational clearinghouse – repository of information to provide collective presentation of ecosystem stewardship values.

**Amendment One to the
Memorandum of Understanding Creating
The Russian River Watershed Association**

**Exhibit A
[Signatures]**

Party Name: City of Sebastopol

Party Address: PO Box 1776, Sebastopol, CA 95473

Authorized Signatory (Name & Title):  Michael Kyes, Mayor

Date of Signature: 7-24-2013

Attestation by Clerk of Agency:  Mary C. Gendey, City Clerk

Date of Attestation: 7/24/2013



Russian River Watershed Association (RRWA) Overview 2022

April 5, 2022

Today's Outline

Meet RRWA

The Watershed

Watershed Approach: Convene, Share, Evolve, Adapt

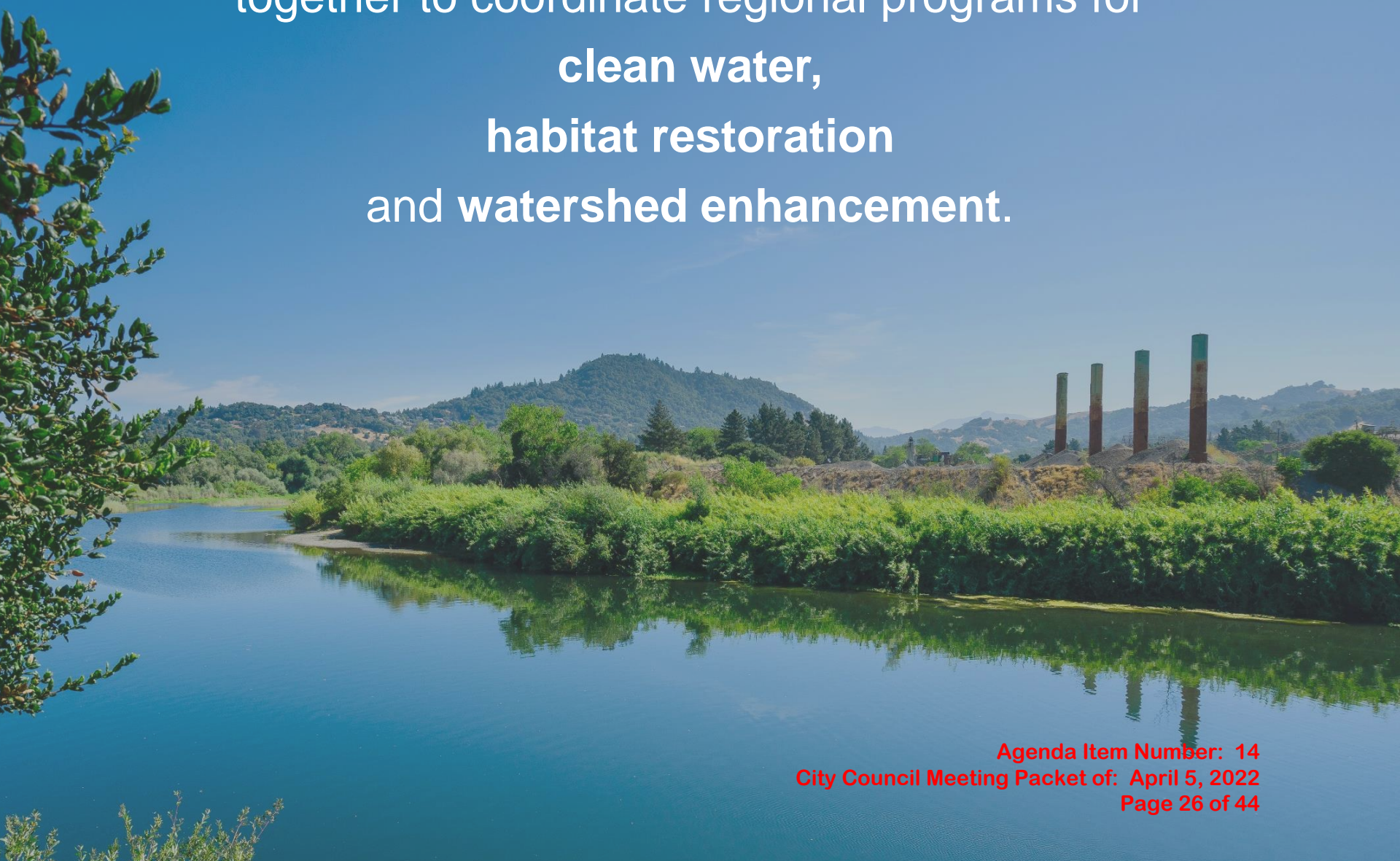
Member Benefits

Fiscal Year 2022/2023 Work Plan



Formed in 2003, RRWA is a coalition of ten cities, counties and special districts in the Russian River watershed that have come together to coordinate regional programs for

**clean water,
habitat restoration
and watershed enhancement.**



10 Members



RRWA Structure

Governance: Board of Directors

- Member agency elected officials

Working Group: Technical Working Group

- Member agency staff

Fiscal Agent: City of Ukiah

- Budget – 100% from member agencies

Admin / Management: Memorandum of Understanding
Executive Director & Technical staff

Annual Work Plan: Executive Director Services

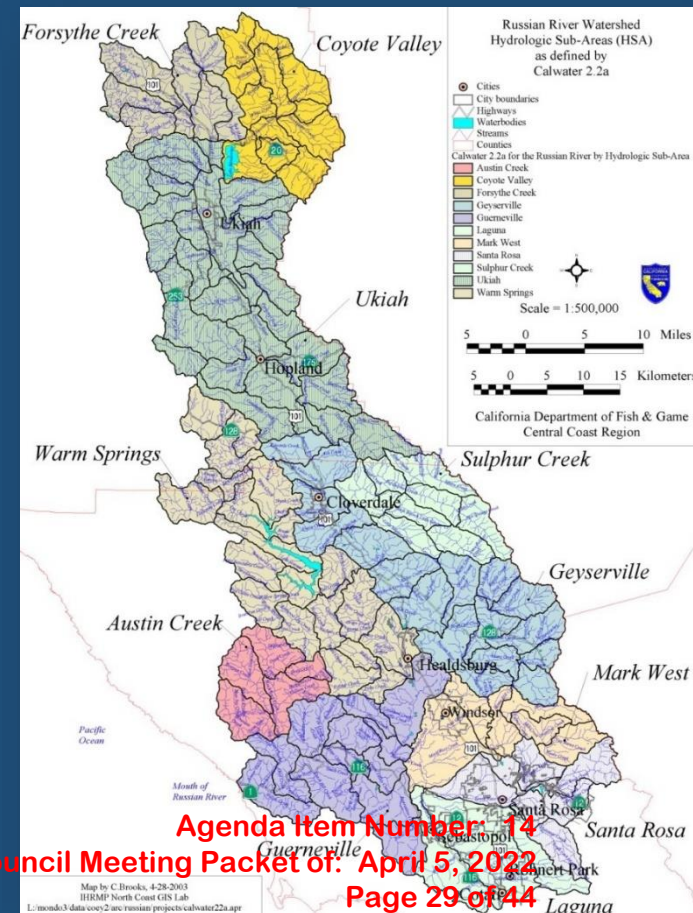
General Benefit Projects

Special Benefit Projects



Russian River Watershed

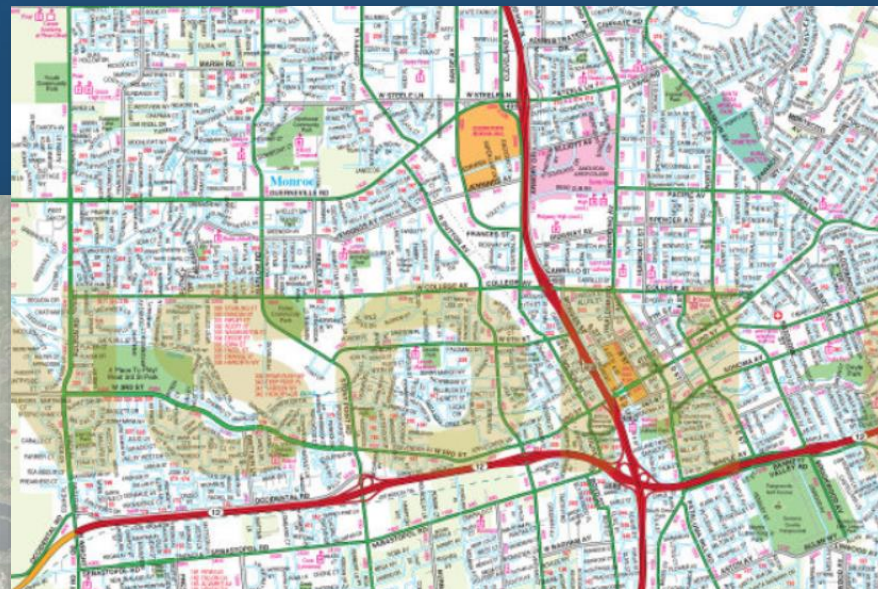
- 1,485 square miles, ~1 million acres of forests, agricultural and urban lands in Mendocino & Sonoma Counties
- Two major reservoirs
- Main stem flows 110 miles from Redwood Valley and Potter Valley headwaters to the Pacific Ocean near Jenner
- 238 streams and creeks, and 63 species of fish
- Home to approximately 360,000 people
- 10 Tribal Lands Organizations





Watershed Perspectives

Agenda Item Number: 14



Agenda Item Number: 14

City Council Meeting Packet of: April 5, 2022

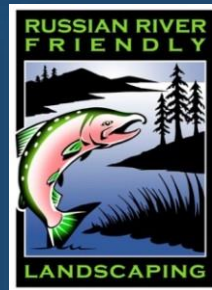
Page 30 of 44



Approach: Convene

- Board of Director Meetings
- Technical Working Group Meetings
- Subcommittee Meetings
- O-O-O Meetings
- Collaborator Meetings
- Advocacy Meetings
- Staff Meetings

in a watershed context

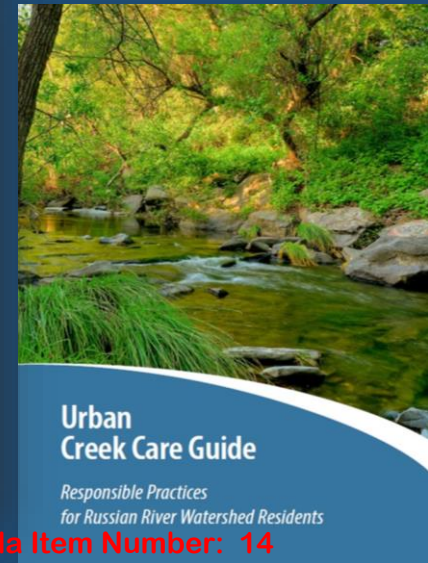
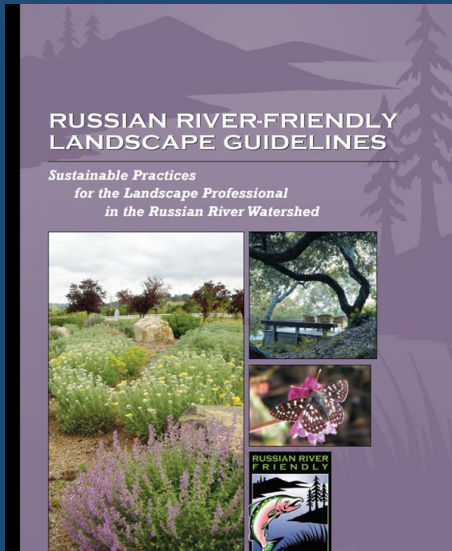


Approach: Share

- Identify Needs in Common
- Inventory and Leverage Collective Expertise
 - *Outreach/Education*
 - *Training*
 - *Technical Expertise*
 - *Regulatory Compliance*
 - *Advocacy*
 - *Industry Group Representation*
 - *Grant Applications*
- Develop Annual Work Plan

Approach: Evolve

- RRWA is always **evolving** to enhance **existing foundational programs** and support **development of new key watershed initiatives:**



Adapt

- 2008-2010
 - Recession
- 2011-2014
 - Driest period in state history (*so far..*)
- 2015-Present
 - Regional MS4 Storm Water Permit
 - Extreme weather
- 2017-Present
 - Wildfires
 - Floods (2019)
 - Public Safety Power Shutoffs
 - Pandemic
 - Drought



Value is > than the Sum of its Parts

Realizing returns by

- Harnessing and leveraging in-kind;
- Bridging water communications between municipalities and partners;
- Bridging communications between Elected Officials and Staff; and
- Collaborating within context of watershed.

Track record of successes earns trust

- Regional partnership with regulators to address individual mandates and compliance;
- Consistent and regionally significant messaging;
- Enhance State-wide prospects for competitive Grant funds; and
- Reputation for neutral role in collaboration.

Examples of Member Benefits



The RRWA serves as a model example for a successful framework at collaborating on a watershed-wide scale.

RRWA Member Benefits Annual Refocusing

Agenda Item Number: 14



Regional Collaboration

- Facilitate and staff over 24 meetings (Board, TWG, Co-Permittee, Subcommittee, and Regional)
- Maintain watershed focused member agency website
- Host/support regional initiatives
- Convene and collaboratively manage safe medicine and sharps disposal



Regulatory Advocacy

- Attend regionally relevant Water Board hearings
- Prepare and process regulation comment letters
- Quarterly Chair/Vice Chair meetings with Regional Water Board
- Department of Water Resources pilot program
- Russian River Regional Monitoring Program (R3MP)
- Advocate at State and regional level for local interests
- Present to and collaborate with local organizations



Regulatory Compliance

- Facilitate event planning and coordination
- Prepare letter and report templates for agency use
- Conduct regional studies and prepare aggregated reports
- Host/promote training events such as LID
- Convene regional forums to engage with regulators
- Support regional outreach programs and initiatives
- Spearhead innovative collaborative strategies



Grant Support

- Monitor grant portals and convene collaboratives
- Communicate with funding agencies for early engagement
- Prepare and process support letters for members and partner agencies
- Prepare grant applications
- Manage grant funds and reporting

Agenda Item Number: 14
City Council Meeting Packet of: April 5, 2022
Page 37 of 44

Member Benefits – Annual Refocusing *(continued)*



Sponsorships

- Administer sponsorship payments
- Promote events
- Participation in specialized interest groups (CPSC, CASQA, etc)
- River/creek cleanups and tabling events
- Mendocino County cleanup
- Friends of Lake Sonoma (Steelhead Festival)
- Russian Riverkeeper
- Daily Acts



Outreach

- Maintain RRWA website and interactive watershed map
- Administer subconsultant contracts
- Support development and promotion of programs and events
- Maintain social media accounts and presence
- Coordinate and track monthly published articles
- Administer Spanish translations
- Facilitate bulk purchases



CASQA Membership & Participation

- Administer membership and handbook distribution
- Prepare and staff workshop
- Attend and report out on subcommittee meetings
- Provide presentations (MS4 collaborative Sonoma Water Ed, SSU WATERS)



2021 Drought Update, Actions, and Information

Welcome to the drought actions and information page!

Below are links to information resources, an archive of ideas and practices to help conserve our precious water resources.

RRWA has partnered with the Russian River Flood Control, & Water Conservation Improvement District, the Mendocino County Resource Conservation District (MCRCD), Sonoma-Marin Saving Water Partnership, and Sonoma Water to bring you this page.

GOV. NEWSOM DECLARES DROUGHT EMERGENCY FOR SONOMA, MENDOCINO COUNTIES IN WEST TIED LAW MENDOCINO - CALIFORNIA (AS OF APRIL 28 FIRST DROUGHT)

CLUBBENT U.S. DROUGHT MONITOR CONDITIONS FOR CALIFORNIA | STATE WATER BOARDS DROUGHT ACTIONS AND INFORMATION PAGE

SONOMA WATER'S CURRENT WATER SUPPLY UPDATE | MENDOCINO WATER'S WATER SUPPLY UPDATE | CITY OF HEALDSBURG'S DROUGHT PAGE

SONOMA WATER'S DROUGHT PAGE | SONOMA WATER'S DROUGHT FAQ PAGE | CITY OF SANTA ROSA'S DROUGHT PAGE

SONOMA-MARIN SAVING WATER PARTNERSHIP'S WATER SAVING RESOURCE PAGE | SONOMA COUNTY REAL-TIME RAINFALL, RIVER-STREAM AND RESERVOIR DATA

WATER CONSERVATION IS SERIOUS.
TAKE IT PERSONALLY.
TAKE ACTION NOW.

INDOOR WATER CONSERVATION

- Home Water Use Self Assessment for viewing
- Home Water Use Self Assessment for downloading

Agenda Item Number: 14

IF IT'S YELLOW,
LET IT MELLOW

IF IT'S BROWN,
FLUSH IT DOWN

SI ES AMARILLO
DÉJALO EN EL
INODORILLO

SI ES MARRON
DÉJALO EN EL
INODORILLO

Drought Response Support

- **Collaboration:** Member Agencies, Russian River Flood Control, Sonoma Marin Water Saving Partnership, Regional Climate Protection Authority, Department of Water Resources, State Water Resources Control Board, RCDs, others..
- **Dedicated Webpage:** Updates, Actions, Information
- **Radio Ad**
 - English Radio: KSRO (Sonoma County) and K-Wine 94.5FM and Max 93.5FM (Mendocino Counties and Northern Sonoma)
 - Spanish Radio: Lazer Broadcasting (KSRT 107.1 FM and KJOR 104.1 FM)
- **Social Media Campaign**
 - 'Water Wise Wednesday'—a weekly prompt regarding how to implement water savings into day-to-day activities.
 - 'Fact Friday'—posts that will include information on local drought impacts on the watershed and ideas on how residents can help replenish it.



RRWA FY2022/23: July → June

- Work Plan Approved February 24, 2022
- Maintain Structure
 - Executive Director Services
 - General Benefit
 - Special Benefit
- Total Budget \$627,727
- Sebastopol allocation: \$35,299 (5.6%)

APPENDIX A: 2022-2023 RRWA Work Plan Executive Director Services - Draft 9 - February 17

Line Item	RRWA STAFF/CONSULTANT SERVICES					Other Direct Costs (50%)	Cash Total	Assumptions/Comments
	Continuing	Project	Technical	Program	Admin			
01	\$115	\$1,320	\$100	\$100	\$114	\$0	\$1,749	Responsible for Board of Directors (BOC) meetings, presentation, general operations, benefits, salaries, insurance, travel, RRWA BOC meetings and staff and other. Assumptions: 10 meetings per year and 100 hours per meeting. Assumptions: 10 meetings per year and 100 hours per meeting.

Line Item	RRWA STAFF/CONSULTANT SERVICES					Other Direct Costs (50%)	Cash Total	Assumptions/Comments
	Continuing	Project	Technical	Program	Admin			
02	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Responsible for BOC of Directors (BOC) meetings, presentation, general operations, benefits, salaries, insurance, travel, RRWA BOC meetings and staff and other. Assumptions: 10 meetings per year and 100 hours per meeting. Assumptions: 10 meetings per year and 100 hours per meeting.

Line Item	RRWA STAFF/CONSULTANT SERVICES					Other Direct Costs (50%)	Cash Total	Assumptions/Comments
	Continuing	Project	Technical	Program	Admin			
03	\$115	\$0	\$0	\$0	\$0	\$0	\$115	Monthly Co-Permittee meeting and Regional Water Board meeting planning, agenda, materials, facilitation, and advisory notes. Assumes 3 meetings per Member Agency. Facilitator fee to be based on an assumed hour and directed by the TRIC. Facilitator to be used as needed.
04	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Support Co-Permittees with preparation of Stormwater Local Program Development (LCP) meeting. Includes \$500 for meeting. Facilitator to be used as needed.
05	\$0	\$0	\$0	\$0	\$0	\$0	\$0	Support Co-Permittees with preparation of Stormwater Local Program Development (LCP) meeting. Includes \$500 for meeting. Facilitator to be used as needed.

RRWA - FY2022/23 Work Plan

- Executive Director Services (*all members*)
 - Board and Technical Working Group – Public meetings
 - Communications and coordination
 - Project and task management
 - Adjustments compared to current year
 - City of Ukiah increasing nominal charge for administrative agency services to \$4,000
 - Reduced # Working Group meetings

RRWA - FY2022/23 Work Plan

Agenda Item Number: 14

- General Benefit Projects (*all members*)
- Outreach, Programs, Advocacy, Regulatory Compliance
- Adjustments compared to current year
 - Outreach strategies (B.1 & B.2)
 - Additional event sponsorship opportunities
 - Refresh and implement drought campaign
 - Russian River-Friendly Landscape Program (B.4)
 - Biennial Event in 2023 (carbon sequestration and composting)
 - Translate Carbon Gardening videos to Spanish

Agenda Item Number: 14

City Council Meeting Packet of: April 5, 2022

Page 42 of 44

RRWA - FY2022/23 Work Plan

- **Special Benefit Projects – Sebastopol Participation**
 - Stormwater Phase 1 Support (C.2)
 - LID Annual Training
 - Update LID Manual and/or Calculator
 - Lower Watershed Monitoring Plan (C.3)
 - Lower Watershed Stormwater Quality Monitoring and Reporting Plan Implementation
 - Regional Coordination - Safe Medicine Disposal Program (C.8)
 - Coordination with regional partners, development of outreach materials
 - Streets to Creeks (C.10)
 - Support further development of the Streets to Creeks outreach campaign and campaign materials

Contact US

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 www.rrwatershed.org