

Agreement for Funding of Creek Stewardship Program

This agreement ("Agreement") is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California ("Sonoma Water"), and **City of Santa Rosa**, a municipal corporation ("City"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. Sonoma Water owns in fee or maintains easements for several stream, creeks, and channels requiring annual maintenance to prevent flooding. Sonoma Water is scheduled to work on several priority flood control projects.
- B. Sonoma Water owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A), Petaluma River (Zone 2A), Valley of the Moon (Zone 3A), Lower Russian River (Zone 5A), North Coastal (Zones 7A), and South Coastal (Zone 8A) ("Flood Protection Zones").
- C. Sonoma Water and City have implemented the Creek Stewardship Program (Program) since 2002, through three previous Joint Funding Agreements.
- D. The Santa Rosa Creek Master Plan (adopted in 1993 by the Santa Rosa City Council, the Sonoma County Board of Supervisors, and the Sonoma Water Board of Directors) includes goals for: 1) encouraging community use of creeks to learn about natural processes and habitat; 2) caring for the creeks through adopt-a-stream programs; and 3) providing docent-guided walks.
- E. City reaffirmed its commitment to engage citizens in the care of creeks with adoption of the Santa Rosa City-wide Creek Master Plan (adopted in 2007 and updated in 2013).
- F. Based on the Program's success, Sonoma Water and City would like to implement another six years of the Program.
- G. Under this Agreement, City will provide a full time staff position that will act as the Program coordinator (Program Coordinator). Sonoma Water will fund half of this position. The Program Coordinator will work half-time on stewardship programs in Sonoma Water's Zone 1A flood control channels.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Description of Creek Stewardship Program.
- b. Exhibit B: Map.
- c. Exhibit C: Insurance Requirements.

3. COORDINATION

3.1. Cooperation with Sonoma Water. City shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	City
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-521-1872 Email: Chase.Takajo@scwa.ca.gov	Contact: Kyle Spongberg 69 Stony Circle Santa Rosa, CA 95401 Phone: 707-543-3845 Email: kspongberg@srcity.org
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	City of Santa Rosa Attn: Accounts Receivable PO Box 1673 Santa Rosa, CA 95402-1673

4. CITY'S RESPONSIBILITIES

City shall complete the following:

- 4.1. General. City agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws, including all state and local orders.
- 4.2. Program Description. See Description of Creek Stewardship Program (Exhibit A).
 - a. The primary objective of the Program is to implement and support a community-based Creek Stewardship Program that promotes public involvement in the maintenance, restoration, and protection of creeks through outreach, education, volunteer coordination, and responsive management.
 - b. Annual reports, as described in Exhibit A, are due June 30 of each year, beginning June 30, 2026.
- 4.3. Invoices. City shall invoice Sonoma Water annually for costs authorized under this Agreement. The first invoice will be due June 30, 2026, for FY 2025-2026,

and annually thereafter by June 30, as specified in Paragraph 5.1. Invoices submitted to Sonoma Water by City shall be clearly marked with "City of Santa Rosa, Funding of Creek Stewardship Program, Project/Activity Code F0138C018."

- 4.4. Mutual Indemnification. Each party to this Agreement (the "Indemnifying Party") agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the "Indemnified Party"), and the Indemnified Party's supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party's breach of any material term of this Agreement, or Indemnifying Party's negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party's breach of any material term of this Agreement, or Indemnified Party's negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party's expense, subject to the Indemnifying Party's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- 4.5. Insurance. With respect to performance of work under this Agreement, City shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements)
- 4.6. Prevailing Wages. Prevailing Wage Exemption; No Subcontracting: Because all work to be performed pursuant to this Agreement will be performed by City employees, the parties agree that the work is exempt from California prevailing wage requirements. City shall not subcontract any portion of the work, except as Sonoma Water may specifically authorize (after a review of any implications under California's prevailing wage laws).
- 4.7. Statutory Compliance/Living Wage Ordinance. City agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, City expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be

considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 4.8. Refund of Unused Funds. Following completion of work, City shall submit receipts and invoices to verify actual costs. If total of actual costs of authorized expenses is less than the total amount provided under this Agreement, City shall refund the difference to Sonoma Water within 30 calendar days of completion of work.
- 4.9. Refund Upon Cancellation. If City determines Program will not occur, City shall immediately notify Sonoma Water in writing. In such case, City shall refund any funding provided under this Agreement by Sonoma Water within 30 calendar days of said determination.

5. **SONOMA WATER'S RESPONSIBILITIES**

- 5.1. Total. The total amount payable by Sonoma Water under this Agreement shall not exceed \$615,000 as follows:
 - a. FY 2025/2026, \$95,000
 - b. FY 2026/2027, \$98,000
 - c. FY 2027/2028, \$101,000
 - d. FY 2028/2029, \$104,000
 - e. FY 2029/2030, \$107,000
 - f. FY 2030/2031, \$110,000
- 5.2. Payments. Sonoma Water will pay the amounts shown in Paragraph 5.1 for services to be performed by the City as described in Exhibit A (Description of Creek Stewardship Program).
- 5.3. Timing of Payments: Payments shall be made within the normal course of Sonoma Water business after presentation of an invoice, as specified in Paragraph 4.3.
- 5.4. Items to be Provided. Sonoma Water logo or other identifying material, as requested by City.

6. **TERM OF AGREEMENT**

- 6.1. This Agreement shall expire on June 30, 2031, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- 6.2. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for two additional years by providing written notice to City thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and City.

7. TERMINATION

- 7.1. At any time and without cause, Sonoma Water has the right, in its sole discretion, to terminate this Agreement by giving five calendar days' written notice to City. In the event of such termination, Sonoma Water will pay City for services satisfactorily rendered to the date of termination. In addition, should City fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving City written notice of such termination, stating the reason for termination. In the event of such termination, Sonoma Water will pay City for services satisfactorily rendered to the date of termination. However, Sonoma Water will deduct from such amount the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by City. Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 7.2 City's right to terminate may be exercised by the City's Director of Water.

8. ADDITIONAL REQUIREMENTS

- 8.1. Bottled Water. In accordance with Sonoma County Water Agency Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 8.2. Authority to Amend Agreement. Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel.
- 8.3. No Waiver of Breach. The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 8.4. Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. City and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the

Agreement will not be construed against one party in favor of the other. City and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 8.5. No Third-Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 8.6. Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.
- 8.7. Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 8.8. Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 8.9. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 8.10. Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.
- 8.11. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing

party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 2324-113

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Cory Wurtzel O'Donnell
Chief Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

City of Santa Rosa, a Municipal Corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
7/8/2025

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

CITY OF SANTA ROSA

Approved as to form by City Attorney:

By: _____
City Attorney

City of Santa Rosa

By: _____
Jennifer Burke, Water Director

Date: _____

Attest:

By: _____
City Clerk

Exhibit A

Description of Creek Stewardship Program

1. BACKGROUND

- 1.1. The Santa Rosa Creek Master Plan (adopted in 1993 by the Santa Rosa City Council, the Sonoma County Board of Supervisors, and the Sonoma Water's Board of Directors) includes goals for: 1) encouraging community use of creeks to learn about natural processes and habitat; 2) caring for the creek through adopt-a-stream programs; and 3) providing docent-guided walks.
- 1.2. The Santa Rosa Citywide Creek Master Plan (adopted in 2007 and updated in 2013 by the City of Santa Rosa and supported by Sonoma Water) reaffirms the goals listed in Paragraph 1.1 and applies them to all creeks within the City's urban growth boundary.
- 1.3. The Creek Stewardship Program was established in 2002 by the City and Sonoma Water to increase the public's knowledge regarding creeks and stormwater, involve the community in caring for creeks, and encourage the reporting of problems such as illicit dumping, pollutant discharges, illegal camping, and vegetation maintenance needs.
- 1.4. In 2013, the California Stormwater Quality Association presented the Creek Stewardship Program with the "Outstanding Stormwater News, Information, Outreach and Media Award."
- 1.5. An informed, supportive, and proactive citizenry has helped the City and Sonoma Water protect water quality, identify maintenance needs, and enhance the many benefits creeks provide to the community.

2. GOAL

- 2.1. Implement, support, and realize the benefits of a successful Creek Stewardship Program that maximizes community involvement to help maintain, restore, and protect creeks.

3. OBJECTIVES

- 3.1. Increase residents' awareness of the values provided by the creeks within the Program area by providing outreach materials along with stewardship and educational activities in conjunction with local community, youth, and environmental organizations.
- 3.2. Recruit, train, and support volunteers to report problems and help maintain and enhance creeks.
- 3.3. Provide timely and effective response to reports regarding creek related maintenance, environmental, safety, and recreational issues.

- 3.4. Designate a Program Coordinator to organize volunteers, coordinate educational and stewardship activities, facilitate City and Sonoma Water communication and cooperation, and integrate the expertise and resources of the community into the Program.

4. WORKPLAN

- 4.1. The City's Water Department shall hire and supervise a Program Coordinator with a full-time classification of Environmental Specialist or equivalent. Half of the Program Coordinator's time will be dedicated to Program implementation on channels maintained by Sonoma Water and will be spent under supervision of Sonoma Water staff.
- 4.2. The Program's priority area is waterways within the City's urban boundary and any extensions of those channels upstream and downstream of the boundary, (Exhibit B). Half of the Program Coordinator's hours will be devoted to Sonoma Water's channels within this area. Assistance on other Sonoma Water maintained channels will be incorporated into the Program as half time resources allow.
- 4.3. The City and Program Coordinator shall:
 - a. Collaborate with Sonoma Water to identify and prioritize creek areas requiring attention.
 - b. Assist with coordination for the closure and maintenance of maintenance access roads located on Sonoma Water's owned channels within city urban growth boundaries.
 - c. Assist with coordination for City Code enforcement violations.
 - d. Install and maintain security enclosure features (i.e. storm drain outfall grates). New feature locations to be jointly agreed upon by Sonoma Water and City.
 - e. Coordinate activities with Sonoma Water's Stream Maintenance, Stormwater, and Water Education Programs as well as with City entities such as Recreation and Parks, Police, Transportation and Public Works, Housing and Community Services, and Planning and Economic Development.
 - f. Provide police assistance on creeks within City Boundaries.
 - g. Promote the Program. Create and distribute outreach and educational materials. Emphasize Sonoma Water's participation through placement of Sonoma Water's name, and/or logo on outreach materials, and acknowledging Sonoma Water's partnership at public events.
 - h. Coordinate with Sonoma Water the content and location and cost of interpretive, directional, and regulation signage that provides information on creek-related topics such as the proper management of pet waste, prohibited activities, geography, history, aquatic life, plants, watershed processes, and stream maintenance.

- i. Develop, support, and supervise stewardship and educational opportunities for the community to increase residents' appreciation and support for the environmental, economic, and social benefits provided by creeks. Activities may include walks, bike rides, nature interpretation, youth summer camps, creek cleanups, restoration work days, and presentations on creek topics. Utilize the community's expertise and resources to organize and maximize the positive impact of activities.
 - j. Recruit and supervise Creek Stewards who:
 - i. "Adopt" and care for a specific reach of creek with public access, in their neighborhood, or near a business.
 - ii. Participate as individuals or represent neighborhoods, groups, or businesses.
 - iii. Perform minor maintenance and monitoring tasks such as picking up litter, removing non-native invasive plants, clearing trails of debris, and caring for restoration areas.
 - iv. Provide suggestions to enhance creek areas.
 - k. Develop materials for volunteer Creek Stewards including agreements, liability releases, contact lists, and guidelines for procedures and safety.
 - l. Train Creek Stewards and other volunteers to recognize and report maintenance issues and undesirable conditions such as water pollution, habitat degradation, and unlawful activities.
 - m. Follow up on reports regarding trash, water pollution, natural habitat, trail maintenance, flooding concerns, neighborhood safety, graffiti, illegal camping, and other situations that arise.
 - n. Facilitate communication between the various government services responsible for creeks and assist in the formulation of effective means for preventing and resolving problems.
 - o. Comply with all applicable environmental laws and regulations. Obtain all permits and authorizations necessary to perform services.
 - p. Provide recordkeeping and reports.
- 4.4. Reporting: The City shall submit an annual report that coincides with each fiscal year. The reports shall include a description of the work performed and details of activities and results.

Exhibit B

Map

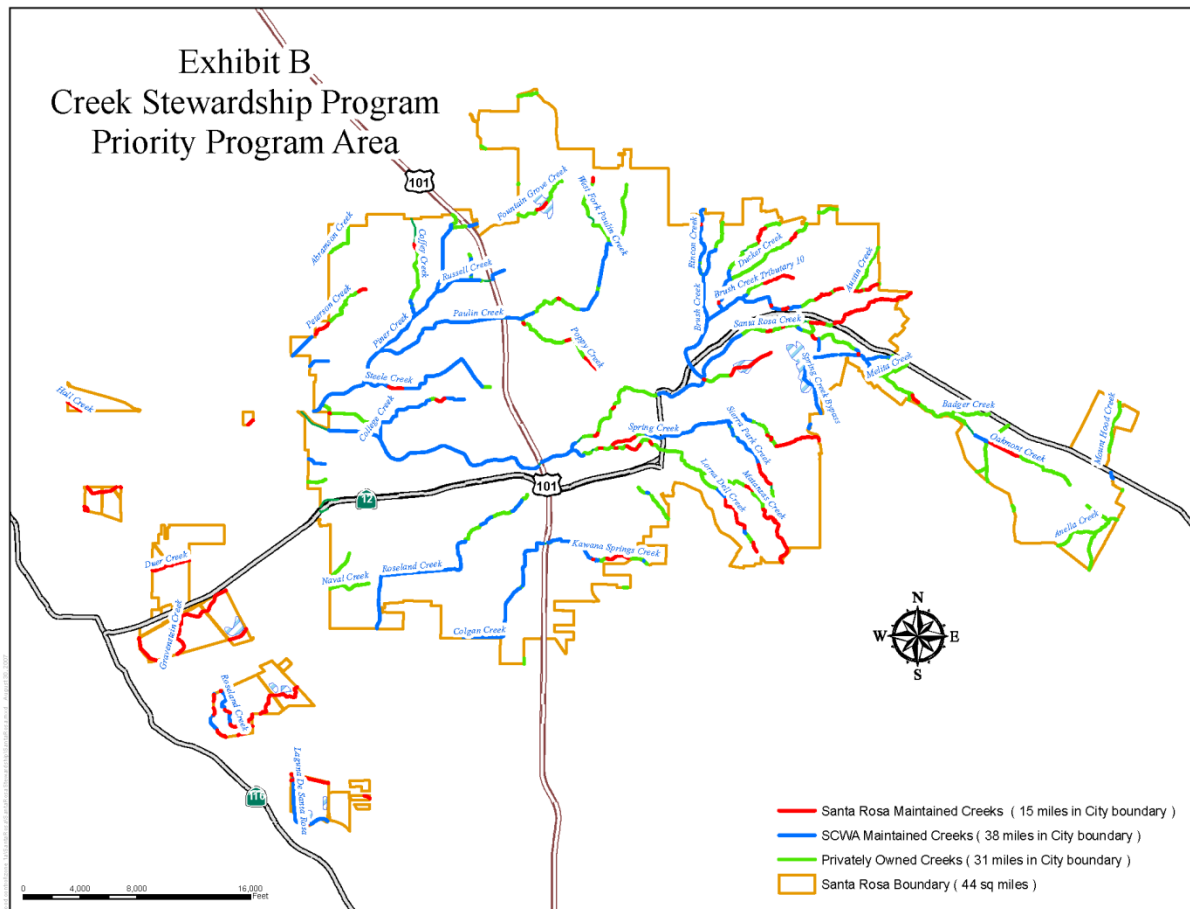


Exhibit C

Insurance

1. **SECTION I – INSURANCE TO BE MAINTAINED BY CITY OF SANTA ROSA**

City of Santa Rosa shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve City of Santa Rosa from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if City of Santa Rosa has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If City of Santa Rosa currently has no employees as defined by the Labor Code of the State of California, City of Santa Rosa agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If City of Santa Rosa maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by City of Santa Rosa.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. City of Santa Rosa is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether City of Santa Rosa has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of City of Santa Rosa's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and City of Santa Rosa and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if City of Santa Rosa owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 2324-113.
- b. City of Santa Rosa shall submit required Evidence of Insurance prior to the execution of this Agreement. City of Santa Rosa agrees to maintain current

Evidence of Insurance on file with Sonoma Water for the required period of insurance.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. City of Santa Rosa shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. City of Santa Rosa's indemnity and other obligations shall not be limited by the foregoing insurance requirements.