

*Mendocino County Russian River Flood Control &  
Water Conservation Improvement District*

**STAFF REPORT**

**Agenda Item 7: State Water Resources Control Board  
Russian River Telemetry Pilot Program  
July 7, 2025**

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**The Strategic Plan** relevant priorities are **Collaboration** by working with partners to achieve aligned goals for a common benefit and **Administration** through improving systems and District owned equipment.

- The Pilot aims to improve data collection and management for the Russian River and Lake Mendocino operations and groundwater sustainability.
- Participation provides local input and feedback to the State Water Resources Control Board on data collection and reporting.
- The District receives financial benefit by keeping the equipment free of charge when the pilot is completed.

**Background**

In July 2021, the California State Water Resources Control Board (SWRCB) received funding to modernize the Division of Water Rights data systems. This funding established the Updating Water Rights Data (UPWARD) Project, which will develop a modern geospatial data management system (named CalWATRS) that contains data on streamflow, water usage, diversions, storage, rights, and fees. The new data system will also support integrating data from telemetered water measurement devices, which collect and transmit data automatically. Having accurate, timely water data will allow state and local agencies to administer and comply with curtailment orders consistent with existing water rights, enhance management flexibility within and outside curtailments, enhance water storage and recharge during wet years and ensure protection for communities and ecosystems.

The SWRCB Telemetry Research Unit (TRU) is conducting the Russian River Telemetry Pilot Project, a research initiative by the California State Water Board to understand cost, logistics, and data governance of real-time water monitoring. This Project has no enforcement or regulatory components. It aims to gain knowledge from community members while evaluating real-world conditions around water monitoring and reporting to streamline measurement and reporting processes and improve the availability and usability of water data. It will also explore the interface between telemetry and CalWATRS.

The Pilot Project affords significant opportunities for local water agencies/districts, Tribes, nongovernmental organizations (NGOs), diverters, and others to inform the SWRCB of monitoring challenges, secure additional monitoring for their area, and contribute to developing efficient data reporting structures that reduce reporting burdens.

The District has cooperated with the SWRCB for several years in the development of the Russian River Telemetry Pilot, including site visits, Customer workshops and meetings, and direct feedback on process, equipment, and documentation.

*(Continued....)*

## Telemetry Study Goals

- Evaluate the cost and effectiveness of monitoring and transmission equipment.
- Refine the technical tools that the SWRCB uses to assess water diversions and flows, and receive and manage water data.
- Investigate ways to reduce the burden on water reporters and improve the usability and availability of water data.
- Test logistics of connecting data streams from diverse equipment to a data system.
- Advise the SWRCB on simplifying reporting, supporting monitoring efforts, and potential regulation updates.

The study is for research only and has no enforcement or regulatory parts.

## Benefits of Participation

The success of the Study depends on the participation of members and organizations from the local community. The SWRCB is looking for volunteers to provide land, equipment, and/or data access for the study.

### Benefits of Volunteering

- **Keep equipment** at Project end
  - New telemetered equipment
  - Training documents
- **Equipment configured** by staff
  - Connect to state data systems
  - Report SB88-required data
- **Feedback to staff** about real-world conditions
- **Contribute to plans for simplified reporting** in future

Participation is optional.

Project is for research only and has no enforcement component.

Additionally, there are reporting benefits including extensions for annual water use reporting. Volunteers are eligible for the Russian River Telemetry Study Alternative Compliance Plan to satisfy requirements of the Water Measurement and Reporting Regulation (also known as SB88.)

(Continued...)

## Discussion

The District has identified up to 45 points of diversion (PODs) that might be of interest to the TRU for the Russian River Telemetry Pilot. The TRU will coordinate directly with water suppliers for up to 8 points diverting RRF water for Redwood Valley Water District, Millview Water District, Willow Water District, Russian River Estates, and Hopland Public Utility District. A recent update from the TRU indicated perhaps only 35 points of diversion are being sought. Upon approval of participation, the District will coordinate with the TRU on selection of points of diversion to enter.

## District Customer Relations

Once the TRU and District identify the preferred points of diversion to participate in the Pilot, the GM will contact the Customers associated with these points to provide an overview of the Pilot and complete the Land Access and Project Participation Agreement. In the Land Access and Project Participation Agreement Attachment D, Customers will select their preferred level on the data privacy and data security levels. If the District and landowner select different levels, the most stringent level prevails. The GM will accompany TRU consultants to the initial site visit and continue to be the main point of contact for the Pilot, including the Customer at the level they so desire. The District will own the equipment at the end of the Pilot. Signing up for the Pilot Alternative Compliance Plan (ACP) will occur once specific points of diversion are accepted into the Pilot.

If a District Customer requests their point of diversion not be included in the Pilot, they may do so by declining to sign the Landowner Agreement with the SWRCB. The Customer will not be subject to any action by the District for declining participation of their POD.

Balance Hydrologics has been selected to implement the Pilot, an engineering firm with which the District contracts on an as needed basis. The Pilot includes the development of operations manuals for each type of equipment to be shared with the participants and will address calibration and accuracy checks, if applicable. Additionally, both in person and virtual training will be available on the equipment.

Participation documents include:

- Land Access and Project Participation Agreement: signed by landowner who is participating – the District customer.
- Equipment Access and Project Participation Agreement: signed by equipment owner who is participating – the District.
- Telemetry Pilot Alternative Compliance Plan (optional)
- Intake Form: One for each site to collect the essential information for evaluating site for the study. Filling out the Intake Form is not a commitment to participate or a commitment that the Pilot will accept the site. Note: The TRU has agreed to work with the District to minimize staff time in completely individual forms by addressing the PODs as a block.

*(Continued....)*

**Recommendations:**

- Move to approve District participation in the State Water Board Russian River Telemetry Pilot by directing General Manger to sign and submit the Equipment Access and Project Participation Agreement (including finalized Privacy Notice on Collection) and the Russian River Telemetry Study Alternative Compliance Plan; and
- Direct GM Salomone to coordinate with the State Water Board to identify specific points of diversion and coordinate with Customers to complete the Land Access and Project Participation Agreement for participation in the Russian River Telemetry Study.

**Attachments:**

- State Water Board Russian River Telemetry Pilot info sheet
- State Water Board Russian River Telemetry Pilot FAQ
- Land Access and Project Participation Agreement:
- Equipment Access and Project Participation Agreement
- Intake Form
- Telemetry Pilot Alternative Compliance Plan

**Links:**

SWRCB Russian River Telemetry Study website:

<https://www.waterboards.ca.gov/telemetry/russian-river-study.html>

(Includes a link to the February 12, 2025 Russian River Telemetry Study Townhall recording.)

CA Water Data Consortium article overview, including pilot:

<https://mavensnotebook.com/2024/11/18/notebook-feature-empowering-cas-water-future-the-collaborative-efforts-of-the-california-water-data-consortium/>

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Prepared and submitted to the Board of Trustees by: *Elizabeth Salomone, General Manager*

# Russian River Telemetry Study



## Background

California's recent droughts have highlighted the need for advanced water monitoring, including telemetered data. These data support timely and targeted water management actions, especially during extreme weather events.

The Water Board is building a modern data system called CalWATRS that can accept inflow of telemetered data. The Board is also leading a Telemetry Pilot Project to research water telemetry and perform the Russian River Telemetry Study.

## Why Telemetry?

Telemetry provides real-time, standardized data directly to data systems, which reduces labor, delays, and inaccuracies. Accurate, real-time water data is vital for:

- Making timely decisions about water availability and use.
- Supporting water rights management.
- Improving accuracy and reducing delays in reported data.
- And more!

## About the Russian River Telemetry Study

The Water Boards' Telemetry Research Unit is conducting a field study from 2025-2027 in the Russian River watershed. Staff and contractors will install new water monitoring equipment or upgrade existing equipment at approximately 100 locations provided by volunteers, including water diversions, streams, storage, and wells. Study data will transmit in real-time to a secure and private research data system (separate from reporting systems) for automated review and visualization and then final staff review.

### Study goals include:

1. Evaluate the cost and effectiveness of monitoring and transmission equipment.
2. Refine the technical tools that the Water Board uses to receive and manage water data.
3. Advise the Water Board on simplifying reporting and supporting monitoring efforts.

## Seeking Volunteers!

This Study depends on volunteers for success. Volunteers can sign agreements to provide access to land, equipment, or data during the study. Volunteers may receive:

- Free telemetered water monitoring equipment
- Free operations and maintenance of that equipment during the study
- Opportunities to inform staff about monitoring and reporting barriers

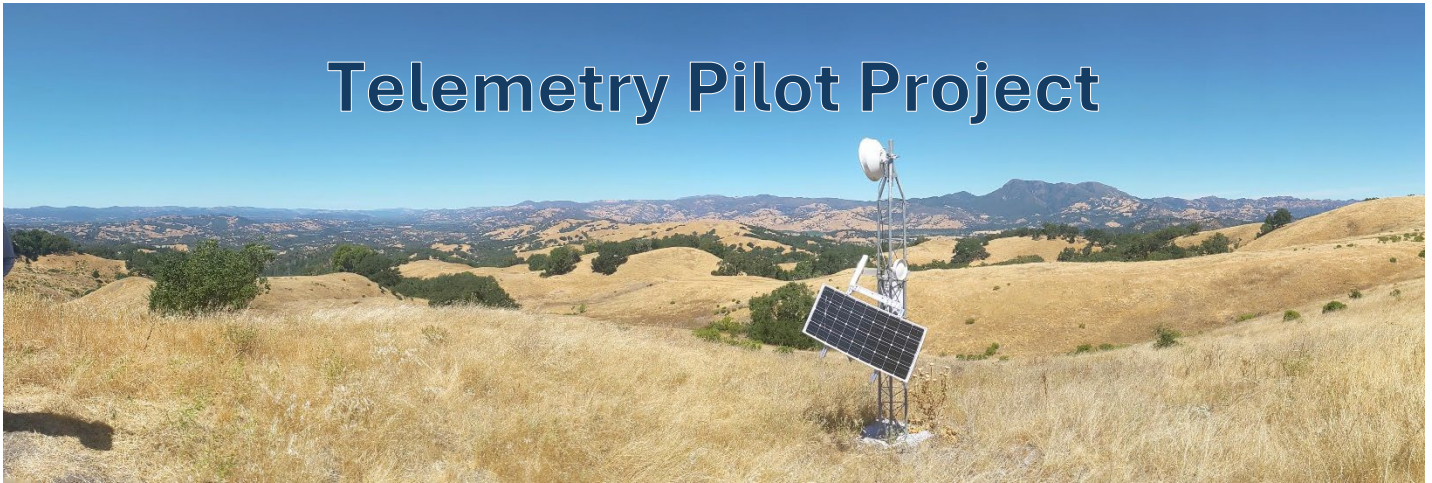
## Learn More

View more information about this study and upcoming engagement opportunities at <https://www.waterboards.ca.gov/telemetry/>.

Contact Sonya Milonova at the California Water Data Consortium ([smilonova@cawaterdata.org](mailto:smilonova@cawaterdata.org)).

Contact Laurel Dodgen at the Telemetry Research Unit ([Laurel.Dodgen@waterboards.ca.gov](mailto:Laurel.Dodgen@waterboards.ca.gov)).

# Telemetry Pilot Project



## Frequently Asked Questions

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### *General Questions*

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#### **Q1: What is the Telemetry Pilot Project?**

The Telemetry Pilot Project is a research initiative by the California State Water Board to explore and refine water monitoring practices using telemetered devices. It has two components:

- 2023-2025: The California Water Data Consortium is conducting the “Telemetered Water Monitoring Project”. This project involves research and outreach to understand best practices and make recommendations for field studies and statewide applications for water telemetry.
- 2025-2027: The State Water Board’s Telemetry Research Unit is conducting the “Russian River Telemetry Study”. This field study involves telemetered water monitoring in and near the Russian River watershed to understand costs, logistics, and data governance (see next section for more information). Other field studies are planned after completion of the Russian River Telemetry Study.

#### **Q2: Is there a regulatory or enforcement component for the Telemetry Pilot Project?**

No. The project focuses solely on research and does not involve regulations or enforcement.

#### **Q3: What is telemetry?**

Telemetry is a data collection technique that involves automatic site monitoring and automatic data transmission. The monitoring data is collected in a standardized format and then transmitted to another site (usually a data system).

#### **Q4: What are telemetered water monitoring devices?**

These devices automatically collect and transmit water data in real-time to understand water availability, usage, and streamflow. A typical setup includes a water sensor, a data logger to receive measurements, an antenna to transmit data, and a solar panel or battery.



*Figure 1. Pipeline for diverted surface water. An in-line water sensor and data logger are circled in orange.*

#### **Q5: Why is telemetry important for water monitoring?**

Telemetry has many benefits, including:

- Reduces delays and errors from manual reporting
- Provides real-time, standardized data for better water management
- Enhances compliance with water rights regulations and ecological requirements

#### **Q6: Who can participate in the Telemetry Pilot Project?**

Participation is completely voluntary and open to everyone. There are three ways to participate:

- Volunteer for the Russian River Telemetry Study: If you own land, operate water monitoring equipment, or collect water monitoring data in or near the Russian River watershed, you may volunteer to have a telemetered water monitoring station installed at your site, have your equipment upgraded, or have your data ingested to the study data system. Contact Laurel Dodgen ([Laurel.Dodgen@waterboards.ca.gov](mailto:Laurel.Dodgen@waterboards.ca.gov)) for more information.
- Volunteer for the Statewide Technical Advisory Committee: Individuals with experience in water monitoring may contribute to the development of technical recommendations for telemetry systems. Contact Sonya Milonova ([smilonova@cawaterdata.org](mailto:smilonova@cawaterdata.org)) for more information.
- Stay Informed: Subscribe to the Telemetry Research Unit email list and learn more at the [Telemetry Research Unit website](https://www.waterboards.ca.gov/telemetry/) (<https://www.waterboards.ca.gov/telemetry/>).



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## *Russian River Telemetry Study*

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### **Q7: Where and when will the Russian River Telemetry Study be conducted?**

Telemetry Research Unit staff will conduct water monitoring in and near the Russian River watershed from 2025 to 2027 to test telemetered water monitoring in a real-world setting. Volunteers in and near the Russian River watershed will provide access to their land, equipment, and/or data for the Telemetry Research Unit to install telemetered water monitoring equipment and evaluate transmitted data. Exact locations will be selected based on volunteer participation.

### **Q8: Why does the Russian River Telemetry Study need volunteers?**

Because the study has no enforcement or regulatory component, the Water Board is depending on volunteers to provide access to their land, equipment, or data in order to perform this study.

### **Q9: What is the timeline for the Russian River Telemetry Study?**

- 2025: Staff sign agreements with volunteers and select a field contractor, contractor installs and operates telemetered water monitoring equipment
- 2026-2027: Staff manage and analyze telemetered data
- 2028-2029: Staff report to the State Water Board

### **Q10: Why was the Russian River watershed selected for a field study?**

The California Water Data Consortium evaluated watersheds and recommended the Russian River watershed based on several key factors:

- Existing Collaboration: The region has a history of successful collaborations between the State Water Board and community members.
- Hydrologic Complexity: The region features diverse water sources, hydrology, and terrain, providing a complex environment for testing telemetered systems.

- **Regulatory Alignment:** The watershed aligns with state priorities under Senate Bill 88, Senate Bill 19, and the California Water Action Plan, which identify it as a critical area for ecological and water management improvements.
- **Community Interest:** Local parties, including farmers and nongovernmental organizations, have shown strong interest in participating in and supporting the project.

### **Q11: What are the planned outcomes from the Russian River Telemetry Study?**

The study will deliver equipment and training to community members and develop a formal report for the State Water Board with results and recommendations for future water reporting, management practices, and policies.

### **Q12: What are the benefits of the Russian River Telemetry Study?**

*Benefits to Russian River watershed:*

- Collect new water monitoring data to support water management.
- Increase the equipment and knowledge of local and regional entities.
- Empower local and regional entities to meet their water monitoring goals.

*Benefits to the State Water Board:*

- Receive data-driven recommendations to improve water reporting, management practices, and policy.
- Support development of CalWATRS' telemetry features with real-world knowledge.

*Benefits to California:*

- Test and refine advanced water monitoring and transmission in a complex watershed as a foundation for further water telemetry applications across the state.
- Support standardized formats to monitor and transmit water data.
- Demonstrate the value of telemetered water data for faster response to extreme and changing weather conditions, adaptive management for evolving flood and drought conditions, and support for ecological flow requirements.

### **Q13: Who can volunteer for the Russian River Telemetry Study?**

Individuals, businesses, or agencies who own land, operate water monitoring equipment, or collect water monitoring data in or near the Russian River watershed may volunteer. Volunteers may choose to have a telemetered water monitoring station installed at their site, have their equipment upgraded, and/or have their data ingested to the study data system. Contact Laurel Dodgen ([Laurel.Dodgen@waterboards.ca.gov](mailto:Laurel.Dodgen@waterboards.ca.gov)) for more information.

#### **Q14: What are the benefits of volunteering for the Russian River Telemetry Study?**

Volunteers may receive:

- Free telemetered water monitoring equipment installed at their site. Equipment may be completely new or upgrades may be provided to existing equipment. Volunteers will have the option to keep the equipment at the end of the study.
- Free maintenance and operation of the equipment during the study.
- Ability to view and download their site's data during the study and to control the privacy of their site's data (see more on data privacy below).
- Training and technical support for equipment and data transmission.
- Extended reporting deadlines and modified compliance for Senate Bill 88 (SB88) requirements during the study.
- Contribute to shaping future water reporting, management practices, and policies.



*Figure 2. Pole with solar panel, antenna, and data logger for receiving and telemetering data.*

#### **Q15: What are the responsibilities of volunteering for the Russian River Telemetry Study?**

Volunteers must:

- Sign a legal agreement describing each parties' responsibilities and benefits.
- Work with State Water Board staff to facilitate access to their site or data during the study.

#### **Q16: Will volunteering for the Russian River Telemetry Study affect my water rights or lead to increased enforcement?**

No. The Telemetry Pilot Project and Russian River Telemetry Study are for research purposes only and will not involve enforcement or regulation. The collected data will only be used to improve water monitoring practices and reporting processes.

**Q17: What types of sites will be monitored?**

Water diversions, stream flow, storage, and wells will be monitored, depending on volunteer participation.

**Q18: What water features will be monitored?**

Flow and volume data will be collected from each site (as appropriate). Water quality parameters, such as temperature and electrical conductivity, will be collected at some sites.

**Q19: What will happen to the collected data?**

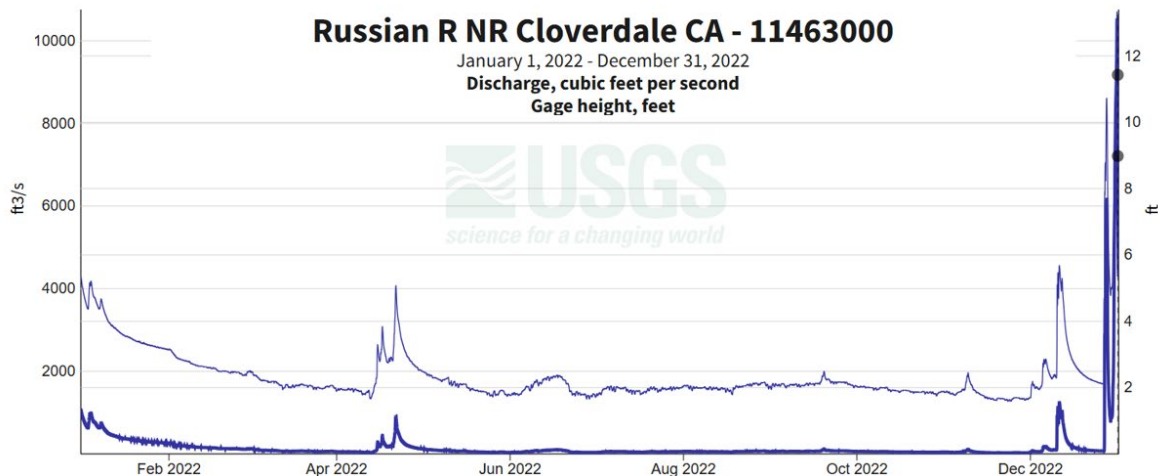
All data from the study will be transmitted to a secure, private State Water Board data system specifically for this research data. It does not enter eWRIMS, RMS, CalWATRS, or any other reporting system.



*Figure 3. Pipeline for underflow well. An in-line water sensor and data logger are circled in orange.*

**Q20: If I volunteer, can I view or download data for my monitoring location?**

Volunteers may view a graph of their data, similar to how United States Geological Survey displays their data (Figure 1). Volunteers may also download their own data on the [Telemetry Research Unit website](https://waterboards.ca.gov/telemetry/) (<https://waterboards.ca.gov/telemetry/>). This data will be available in nearly real-time, although there will be an initial delay as the station is set-up by staff.



*Figure 4. United States Geological Survey stream flow and gage data for the Russian River at Cloverdale for 2022. Data for the Russian River Telemetry Study will be available to view as a graph or to download on the Telemetry Research Unit website.*

**Q21: If I volunteer, can other people view or download data for my monitoring location?**

Volunteers select the privacy level of their data during study enrollment, including what data to share about their monitoring location, installed equipment, transmission events, and water measurements. Depending on the volunteer's privacy selections, their data may be available to view as a graph on the [Telemetry Research Unit website](https://waterboards.ca.gov/telemetry/) (<https://waterboards.ca.gov/telemetry/>). Volunteers also select whether their data is available for download. A volunteer may change their privacy selections by contacting the Telemetry Research Unit at [telemetry@waterboards.ca.gov](mailto:telemetry@waterboards.ca.gov).

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*Further Questions?*

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Please contact Laurel Dodgen ([Laurel.Dodgen@waterboards.ca.gov](mailto:Laurel.Dodgen@waterboards.ca.gov)) at the State Water Board Telemetry Research Unit or Sonya Milonova ([smilonova@cawaterdata.org](mailto:smilonova@cawaterdata.org)) at the California Water Data Consortium with further questions.

# Russian River Telemetry Study

## Land Access and Project Participation Agreement

### 1. Definitions

- a. "Agreement" means this agreement, including all exhibits and attachments hereto.
- b. "Contractor Staff" means contractors and subcontractors of the State Water Board.
- c. "Data owner" means the person or organization who owns the monitoring sensor, the equipment piece that measures the environment.
- d. "Days" means calendar days, unless otherwise expressly indicated.
- e. "Deputy Director" means the Deputy Director of the Division of Water Rights.
- f. "Division" means the Division of Water Rights of the State Water Resources Control Board.
- g. "Equipment" means sensors and cables, sensor housing, data loggers and cables, power supply and cables, transmitters and cables, antennae and cables, and equipment housing.
- h. "Infrastructure" means theft prevention cages, wildlife protection cages, pipes, poles, sleds, and anchors.
- i. "Partner" means the community partner participating in the Project.
- j. "Project" means the Pilot Telemetry Project in the Russian River watershed.
- k. "Project Completion" means the completion of the Project, which shall be no later than June 30, 2028.
- l. "Staff" means State Water Resources Control Board staff, contractors, and subcontractors.
- m. "State" means the State of California.
- n. "State Staff" means State Water Resources Control Board staff, exclusive of contractors and subcontractors.
- o. "State Water Board" means the State Water Resources Control Board.

### 2. Terms and Conditions

1. **Partner property access.** Partner grants Staff access to their property to install, calibrate, maintain, and repair water telemetry monitoring equipment and infrastructure for the duration of the Project. Staff activities on Partner's property may include, but are not limited to, installation of new sensors, data loggers, and transmitters. Partner must facilitate Staff access as needed, such as by providing a map, contact information, keys, codes, or other materials required to access the property. Partner must provide notice to Staff within fourteen (14) days, if feasible, of a change to access conditions.
2. **Monitoring site location.** Partner and State Staff must mutually agree on monitoring site(s), taking into account Project goals and Partner preferences.
3. **Equipment and infrastructure location.** If Partner or State Staff determines that State Water Board and/or Partner equipment must be moved from the installation site to a new site, Partner and State Staff must mutually agree on a new site before State Water Board and/or Partner equipment is moved by Staff. If no agreement is

reached and Partner or State Staff still wishes to move equipment, Staff must remove State Water Board equipment and infrastructure and coordinate with Partner on the removal of Partner equipment (if removal is required by Partner or State Staff). If the Partner determines that site must be moved and Partner and State Staff do not agree on a new site, the site is withdrawn from the Project.

4. **Permitting.** Partner must facilitate any permitting necessary for the Project, including, but not limited to, by providing information and property access. Staff will be responsible for obtaining any required permits.
5. **Site Initiation Form.** Partner must completely answer the Site Initiation Form (Attachment A) for their participating site prior to installation of Project equipment and infrastructure at monitoring site.
6. **Site Access Description.** Partner must completely answer the Site Access Description (Attachment B) for their participating site prior to installation of Project equipment and infrastructure at monitoring site.
7. **Equipment selection.** Staff must offer Partner at least two choices for equipment based on monitoring conditions, project goals, and professional judgment. Partner must choose one of the offered choices of equipment. If Staff determine that the equipment must be changed during the Project, Staff must offer Partner at least two choices each time a change occurs.
  - a. A Partner at the Project site who owns equipment used in the Project must choose one of the offered choices of equipment. If the Project site has no Partner who is the equipment owner, another Partner who is the landowner at the Project site must choose one of the offered choices of equipment.
8. **Damage to State Water Board equipment and infrastructure.** Partner must notify Staff as soon as is feasible if any change or damage to State Water Board or Partner equipment or infrastructure is observed. Partner must not operate, maintain, repair, move, or otherwise alter State Water Board equipment or Partner equipment or infrastructure used in the Project unless requested by Staff. Partner is not liable for unintentional or negligent damage to State Water Board and Partner equipment or infrastructure, including damage resulting from third-party vandalism or natural processes. Partner must take reasonable precautions to avoid damaging State Water Board and Partner equipment used in the Project or their operation.
9. **Maintenance and Repair of State Water Board equipment and infrastructure.** Staff must maintain and repair all State Water Board and Partner equipment and infrastructure used in the Project. The State Water Board assumes no responsibility or liability for the operations, maintenance, or repair of equipment and infrastructure that is not used in the Project.
10. **Removal of State Water Board equipment and infrastructure.** State Staff may choose to remove State Water Board equipment and infrastructure and stop collecting data at any time during the Project.
  - a. Before Project completion, Staff must provide Partner with notice of opportunity to retain State Water Board equipment and infrastructure. Partner must respond in writing within thirty (30) days. If Partner fails to respond, Partner has declined the opportunity to retain State Water Board equipment and infrastructure.

- b. If Staff remove State Water Board equipment or infrastructure before Project completion and Partner chooses to retain State Water Board equipment and infrastructure, Staff must re-install the State Water Board equipment and infrastructure after Project completion.
  - c. A Partner at the Project site who owns equipment used in the Project has a right of first refusal to retain State Water Board equipment and infrastructure. If the equipment owner declines, another Partner who is the landowner at the Project site has the option to retain the State Water Board equipment and infrastructure.
- 11. Correction Notice.**
- a. If Staff determine that Partner has engaged in activity that damages State Water Board equipment or infrastructure, Partner equipment or infrastructure, or data integrity, Staff must provide a Correction Notice and provide Partner with thirty (30) days to correct the condition.
  - b. If after thirty (30) days the condition has not been corrected, Staff may remove State Water Board equipment and infrastructure. Partners forfeit the opportunity to retain State equipment and infrastructure installed at their site. Staff must make diligent efforts to restore the site to its pre-existing condition, as feasible, within six (6) months. Staff may remove Partner data from the Project website.
- 12. Project completion.** After Project completion, Partner may retain the State Water Board equipment and infrastructure. After Project completion, the State Water Board has no continuing obligations or liability related to the operation and disposition of equipment and infrastructure transferred to the Partner. Following Project completion, the operation, maintenance, repair, and disposition of the equipment and infrastructure transferred to the Partner is the Partner's sole responsibility.
- a. If the Partner chooses to retain the State Water Board equipment, Staff must offer documentation and training to Partner on the State Water Board equipment and infrastructure.
  - b. If Partner chooses not to retain the State Water Board equipment and infrastructure, Staff must remove the equipment and infrastructure and make diligent efforts to restore the site to its pre-existing condition (including site and equipment conditions), as feasible, within six (6) months after Project completion.
- 13. Partner withdrawal.** Partner may withdraw from the Project for any reason before Project completion by providing written notice to Staff. Staff may require Partner to remove and/or return installed State Water Board equipment and infrastructure.
- 14. Partner equipment and infrastructure.** The State Water Board assumes no responsibility or liability for any equipment and infrastructure owned by the Partner that is not used in the Project.

### **3. Data Access and Ownership**

- 1. Data owners may access, create, modify, package, derive benefit from, share, sell, or remove data, and also assign these privileges to others.

2. Partner must complete the Data Access Form (Attachment C).
3. If Partner is the data owner, Partner grants permission for Staff to access and use data as described in the Data Access Form and to complete Project work. Project work includes but is not limited to representing data in writing, summaries, and data visualizations of de-identified data in public presentations and reports.
4. If the State Water Board is the data owner, Partner may access and use data related to their own monitoring site(s). The State Water Board is not liable for any damage caused by, arising from, or related to, data quality issues or data gaps. The State Water Board does not sell data and will not sell any data collected for this project.
5. All data collected for this Project will be ingested and managed in a State Water Board data warehouse that is separate and distinct from the data system used for water use reporting.
6. Full monitoring data will be available to the Partners of the Project site regardless of their selections on the Data Access Form. Staff will provide monitoring data specific to a Partner's site(s) as soon as feasible. There may be delays due to the research-nature of the Project.

#### **4. Alternative Compliance Plan**

1. Participating in the Project makes a Partner eligible to enroll their Project site(s) and other sites affected by the Project in the "Russian River Telemetry Study Alternative Compliance Plan" (ACP). The ACP provides an alternative approach to meeting the requirements of the water measurement and reporting regulation in California Code of Regulations, title 23, Chapter 2.8. (See Cal. Code Regs., tit. 23, § 935). Staff will provide Partner with notice of opportunity to enroll in the ACP. Partner must respond in writing within thirty (30) days of receiving the notice to affirm their choice to enroll their site(s) in the ACP. Staff will confirm Partner's enrollment in the ACP in writing.
2. The ACP provides a method for Partners to manage data quality issues or data gaps caused by the Project. Partners must note and describe potential data quality issues or missing data caused by the Project in any report made to the State Water Board. Partners will not be held responsible for data quality issues or missing data caused by the Project.

#### **5. General Terms and Conditions**

1. **Amendment.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **Assignment.** This Agreement is not assignable by the Partner, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.

3. **Attorney Fees.** In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.
4. **Dispute Resolution.** Partner may appeal a Staff decision within thirty (30) days to the Deputy Director of the Division of Water Rights or designee for a final Division decision. Partner may appeal a final Division decision to the Executive Director of the State Water Board within thirty (30) days. The Office of Chief Counsel to the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director. Partner must continue to comply with the terms of this Agreement during any dispute.
5. **Indemnification.** Partner agrees to indemnify, defend, and hold harmless the State Water Board, its officers, employees, agents, and contractors from and against any claims, damages, liabilities, losses, expenses, and costs arising from, connection with, or caused by any act, omission, or negligence of the Partner or its agents, employees, contractors, subcontractors, or invitees.
6. **Liability.**
  - a. The State Water Board is not liable for personal, financial, or other losses related to or arising from the malfunction of State Water Board equipment or infrastructure.
  - b. The State Water Board is not liable for personal, financial, or other losses or claims related to or arising from any data inaccuracies or loss of data related to the Project.
7. **Severability:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
8. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
9. **Integration:** This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.
10. **Independent Actor:** The Partner, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board

## **State Water Resources Control Board Privacy Notice on Collection**

Civil Code section 1798.17 requires a Privacy Notice on Collection to be provided when personal information is collected. Individuals have the right to review personal information maintained by Water Boards, unless access is exempted by law. You may review your records by contacting the official responsible for maintaining your information below. We will not disclose your personal information unless authorized by law. To learn more about our Privacy Policy, visit [waterboards.ca.gov/privacy.html](http://waterboards.ca.gov/privacy.html).

**Please do not include any personal information that is not requested.**

### **Authority for Collection of Personal Information**

Participation in this project and completion of this document is voluntary.

### **Principal Purpose for Which the Information Collected is to Be Used**

The information will be used to contact individuals about their participation in the project, such as arranging site visits, asking questions or sharing information about their site, and providing updates about project progress.

### **Known or Foreseeable Disclosures of the Information**

We will not disclose your personal information unless authorized by law, required by law, or with your consent.

### **Consequences of Not Providing Any or All Parts of the Requested Information**

All information requested is mandatory. Failure to provide the requested information may render the contract incomplete resulting in ineligibility for participation in the project.

### **Official Responsible for Maintenance of Information**

Telemetry Research Unit – Senior Environmental Scientist Supervisory

### **Contact Information for Responsible Official**

State Water Resources Control Board  
Division of Water Rights, Telemetry Research Unit  
P. O. Box 2000  
Sacramento, CA 95812-2000  
(916) 322-8422

## ATTACHMENT A – SITE INITIATION FORM

Please answer all questions to facilitate Staff access and planning. If question is not relevant to site, please enter “NA” for not applicable. Add additional pages if needed to fully answer questions.

Question	Answer
What is the latitude and longitude of this site? One acceptable method is finding the location on Google maps, magnifying to maximum resolution, and right-clicking to display the coordinates.	
What is the land use at and around this site? (e.g., agricultural, municipal, etc.)	
Please describe how Staff should access site (e.g., a particular entrance or address, a particular route through the property, etc.)	
Please describe any limitations on how Staff should access site (e.g., days or times that are restricted, limitations on vehicles, speed, or parking, legal restrictions, etc.)	
Do Staff need to open any gates or doors to access the site?	
Are these gates or doors locked? If yes, will you provide keys/codes for the duration of the Project or a host for each site visit? Please describe.	
Please describe any other special instructions for accessing the site.	
Please provide a phone number, email address, and mailing address to contact (e.g., notice for site visits, details about site activities, general Project updates)	
Which contact method is your preference? (e.g., email, text message, phone call, voicemail)	

<p>If the contact for problems with the site is different than the person above, please also provide their phone number. (e.g., the code won't open the gate)</p>	
<p>Please describe the infrastructure at this site (e.g., irrigation pipes, concrete lined canal, pump house). This information will allow us to understand potential equipment options.</p>	
<p>Please describe any access or operational concerns you have about this site (e.g., road conditions, history of flooding or rapid water-level changes, harvest seasons, etc.)</p>	
<p>Please describe any water rights associated with this site and how they are related.</p>	
<p>Please describe any compliance fulfilled by this site, such as Water Measurement and Reporting (a.k.a, SB88)?</p>	

## ATTACHMENT B – SITE ACCESS DESCRIPTION

Staff will access monitoring site about once per month for a few hours each time for the duration of the Project, depending on site type and monitoring problems (e.g., equipment damage, transmission failures). Initial site installation may require a full day. Staff will exercise discretion during site visits by accessing the site according to Partner’s directions, only accessing parts of the property required to travel to and operate the monitoring site and avoiding interfering with any ongoing operations.

Any questions, concerns, or problems around site access can be reported by emailing “telemetry@waterboards.ca.gov”.

Partners must select **one option for each category** to describe how Staff may access their site and inform them.

Category One: Notice Procedures

Selection:

1. No need to inform me before visiting my site.
2. Inform me at least 1 business day before visiting my site.
3. Inform me at least 1 business day before visiting my site, unless it is for emergency maintenance then inform me as soon as possible.
4. Inform me at least 5 business days before visiting my site.
5. Inform me at least 5 business days before visiting my site, unless it is for emergency maintenance then inform me as soon as possible.

Category Two: Activity Information

Selection:

“Activity” includes installation, maintenance, repair, calibration, and other acts by Staff that are performed to support, preserve, or restore function for telemetered monitoring equipment.

1. No need to inform me about activity at my site.
2. Inform me about activity at my site in the form of one monthly email summarizing all activity.
3. Inform me about activity at my site no later than 2 business days after a site visit.
4. Inform me about planned activity at my site at least 2 business days before a site visit and follow-up with description of actual activity within 2 business days after the site visit.
4. Inform me about planned activity at my site at least 2 business days before a site visit, unless the site visit is for emergency maintenance then inform me as soon as possible. Follow-up with description of actual activity within 2 business days after the site visit.

Category Three: Access Procedures

Selection:

1. You may visit my site without an escort.
2. I have selected that you must inform me before a site visit in Category One. When you inform me of a site visit, I will determine if an escort is needed for the particular visit and will provide one if so.
3. You must have an escort when visiting my site. I will provide one when given at least 1 business day of notice.

Category Four: Staff Procedures

Selection:

1. Both Contractor Staff and State Staff are allowed at my site.
2. Contractor Staff are allowed at my site. State Staff are only allowed with 1 business day of notice.
3. Contractor Staff are allowed at my site. State Staff are not allowed at my site.

## ATTACHMENT C – DATA ACCESS FORM

The State Water Resources Control Board (SWRCB) is committed to upholding privacy and security standards. Data collected and maintained throughout this Project will be secured in accordance with SWRCB’s Information Security policies. These policies are available upon request. Please note that information held by state government is subject to the Public Records Act.

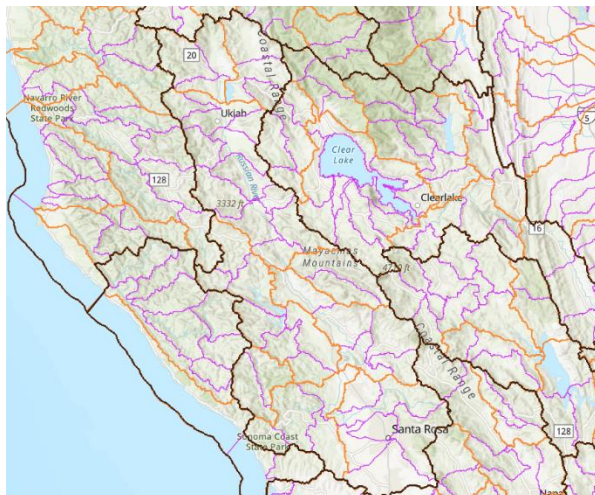
Partners can define the level of information displayed on the project dashboard in this Attachment, including location and equipment information, event and parameter data, and whether site data can be downloaded. The project dashboard will not display any personal information. Regardless of data privacy selections, Partners will be able to view and download the entire dataset for their site(s) after the data access is configured by Staff. There will be an initial delay for data access as Staff are initiating a site and occasional intermittent delays due to the research-nature of this Project.

Project data will be displayed on a public Project dashboard and be available for public download, subject to the Partner’s data privacy selections. The Project dashboard will display disclaimers that describe the quality of the data, such as saying that data are preliminary and have not been evaluated for accuracy. The Project dashboard will also provide contact information for users to advise Staff of questionable data.

Data collected during the Project will remain accessible to Partners and the public, as described above, during the Project duration and for a minimum of one month after Project completion. Staff will have access to all Project data and will use the data as described in this agreement.

Partners must select **one option for each category** to describe how data generated at their site (regardless of who is the Data Owner) may be accessed and used for the Project.

A map of the Hydrologic Unit Code (HUC) areas for the Russian River watershed is included here to inform your selection.



Map courtesy of ArcGIS.

- The HUC8 areas are marked by black outlines.
- The HUC10 areas are marked by orange outlines inside the black outlines.  
For example:
- The HUC12 areas are marked by purple outlines inside the orange and black outlines.  
For example:

Category One: Location

Selection:

- |   |
|---|
| 1. The location of my monitoring site may be viewed on the Project dashboard by its latitude and longitude coordinates. |
| 2. The location of my monitoring site may be viewed on the Project dashboard by its HUC12 area.                         |
| 3. The location of my monitoring site may be viewed on the Project dashboard by its HUC10 area.                         |
| 4. The location of my monitoring site may be viewed on the Project dashboard by its HUC8 area.                          |
| 5. The location of my monitoring site may NOT be viewed on the Project dashboard.                                       |

Category Two: Equipment

Selection:

- |   |
|---|
| 1. The manufacturer and model of equipment at my site may be viewed on the Project dashboard.     |
| 2. The manufacturer and model of equipment at my site may NOT be viewed on the Project dashboard. |

Category Three: Events

Selection:

“Events” refers to the timing and most recent occurrence of events at my site (e.g., data successfully transmitted, data is overdue, site was maintained, site maintenance is overdue, etc.).

- |   |
|---|
| 1. Event data about my site may be viewed on the Project dashboard.     |
| 2. Event data about my site may NOT be viewed on the Project dashboard. |

Category Four: Parameters

Selection:

“Parameters” refers both to directly measured and to calculated values of environmental conditions (e.g., water height, water flow, water volume).

- |   |
|---|
| 1. Parameter data about my site may be viewed on the Project dashboard.     |
| 2. Parameter data about my site may NOT be viewed on the Project dashboard. |

Category Five: Data Download

Selection:

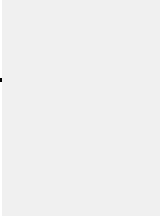
- |   |
|---|
| 1. Data about my site on the Project dashboard may be downloaded.     |
| 2. Data about my site on the Project dashboard may NOT be downloaded. |

I have read this contract, agree to its terms and conditions, and have completed the required forms above. By signing this contract, I represent that I have the authority to enter into this Agreement.

X \_\_\_\_\_  
Name

X \_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature



This document may be completed and signed electronically or on paper. The parties mutually agree that an electronic signature is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

If completed and signed electronically, please email the entire document (including contract, forms, and signature page) to:

[telemetry@waterboards.ca.gov](mailto:telemetry@waterboards.ca.gov)

If printed and given a handwritten signature, please mail the entire document (including contract, forms, and signature page) to:

State Water Resources Control Board  
Division of Water Rights, Telemetry Research Unit  
P. O. Box 2000  
Sacramento, CA 95812-2000

# Russian River Telemetry Study

## Equipment Access and Project Participation Agreement

### 1. Definitions

- a. "Agreement" means this agreement, including all exhibits and attachments hereto.
- b. "Contractor Staff" means contractors and subcontractors of the State Water Board.
- c. "Data owner" means the person or organization who owns the monitoring sensor, the equipment piece that measures the environment.
- d. "Days" means calendar days, unless otherwise expressly indicated.
- e. "Deputy Director" means the Deputy Director of the Division of Water Rights.
- f. "Division" means the Division of Water Rights of the State Water Resources Control Board.
- g. "Equipment" means sensors and cables, sensor housing, data loggers and cables, power supply and cables, transmitters and cables, antennae and cables, and equipment housing.
- h. "Infrastructure" means theft prevention cages, wildlife protection cages, pipes, poles, sleds, and anchors.
- i. "Partner" means the community partner participating in the Project.
- j. "Project" means the Pilot Telemetry Project in the Russian River watershed.
- k. "Project Completion" means the completion of the Project, which shall be no later than June 30, 2028.
- l. "Staff" means State Water Resources Control Board staff, contractors, and subcontractors.
- m. "State" means the State of California.
- n. "State Staff" means State Water Resources Control Board staff, exclusive of contractors and subcontractors.
- o. "State Water Board" means the State Water Resources Control Board.

### 2. Terms and Conditions

1. **Partner equipment access.** Partner grants Staff access to their equipment. Staff may calibrate, maintain, and repair existing partner equipment and infrastructure and install, calibrate, maintain, and repair additional State Water Board equipment and infrastructure for the duration of the Project. Staff activities may include, but are not limited to, adding a transmitting device to existing equipment. Partner must facilitate Staff access as needed, such as by providing a map, contact information, keys, codes, or other materials required to access the equipment. Partner must provide notice to Staff within fourteen (14) days, if feasible, of a change to access conditions.
2. **Monitoring site location.** Partner and State Staff must mutually agree on monitoring site(s), taking into account Project goals and Partner preferences.

3. **Equipment and infrastructure location.** If Partner or State Staff determine that State Water Board and/or Partner equipment must be moved from the installation site to a new site, Partner and State Staff must mutually agree on a new site before State Water Board and/or Partner equipment is moved by Staff. If no agreement is reached and Partner or State Staff still wishes to move equipment, Staff must remove State Water Board equipment and infrastructure and coordinate with Partner on the removal of Partner equipment (if removal is required by Partner or State Staff). If the Partner determines that site must be moved and Partner and State Staff do not agree on a new site, the site is withdrawn from the Project.
4. **Permitting.** Partner must facilitate any permitting necessary for the Project, including, but not limited to, by providing information and property access. Staff will be responsible for obtaining any required permits.
5. **Partner equipment.** During the Project, the State Water Board may repair and replace Partner equipment and infrastructure that is damaged. Any replacement equipment and infrastructure is State Water Board property.
6. **Site Initiation Form.** Partner must completely answer the Site Initiation Form (Attachment A) for their participating site prior to installation of Project equipment and infrastructure at monitoring site.
7. **Site Access Description.** Partner must completely answer the Site Access Description (Attachment B) for their participating site prior to installation of Project equipment and infrastructure at monitoring site.
8. **Partner equipment history.** Partner must complete the Equipment History Form (Attachment C) for their participating site prior to installation of Project equipment and infrastructure at monitoring site.
9. **Equipment selection.** Staff must offer Partner at least two choices for equipment based on monitoring conditions, project goals, and professional judgment. Partner must choose one of the offered choices of equipment. If staff determine that the equipment must be changed during the Project, Staff must offer Partner at least two choices each time a change occurs.
  - a. A Partner at the Project site who owns equipment used in the Project must choose one of the offered choices of equipment. If the Project site has no Partner who is the equipment owner, another Partner who is the landowner at the Project site must choose one of the offered choices of equipment.
10. **Damage to State Water Board equipment and infrastructure.** Partner must notify Staff as soon as is feasible if any change or damage to State Water Board or Partner equipment or infrastructure is observed. Partner must not operate, maintain, repair, move, or otherwise alter State Water Boards equipment or Partner equipment or infrastructure used in the Project unless requested by Staff. Partner is not liable for unintentional or negligent damage to State Water Board and Partner equipment or infrastructure, including damage resulting from third-party vandalism or natural processes. Partner must take reasonable precautions to avoid damaging Board and Partner equipment used in the Project or their operation.
11. **Maintenance and Repair of State Water Board equipment and infrastructure.** Staff must maintain and repair all State Water Board and Partner equipment and

infrastructure used in the Project. The State Water Board assumes no responsibility or liability for the operations, maintenance, or repair of equipment and infrastructure that is not used in the Project.

**12. Correction Notice.**

- a. If State Staff determine that Partner has engaged in activity that damages State Water Board equipment or infrastructure, Partner equipment or infrastructure, or data integrity, State Staff must provide a Correction Notice and provide Partner with thirty (30) days to correct the condition.
- b. If after thirty (30) days the condition has not been corrected, Staff may remove State Water Board equipment and infrastructure. Partners forfeit the opportunity to retain State equipment and infrastructure installed at their site. Staff must make diligent efforts to restore the site to its pre-existing condition, as feasible, within six (6) months. Staff may remove Partner data from the Project website.

**13. Project completion.** After Project completion, Partner may retain the State Water Board equipment and infrastructure. After Project completion, the State Water Board has no continuing obligations related to the operation and disposition of equipment and infrastructure transferred to the Partner. After Project completion, the operation, maintenance, repair, and disposition of the equipment and infrastructure transferred to the Partner is the Partner's sole responsibility.

- a. If the Partner chooses to retain the State Water Board equipment, Staff must offer documentation and training to Partner on the State Water Board equipment and infrastructure.
- b. If Partner chooses not to retain the State Water Board equipment and infrastructure, Staff must remove the equipment and infrastructure and make diligent efforts to restore the site to its pre-existing condition, as feasible, within six (6) months after Project completion.

**14. Removal of State Water Board equipment and infrastructure.** Staff may choose to remove State Water Board equipment and infrastructure and stop collecting data at any time during the Project.

- a. Staff must provide Partner with notice of opportunity to retain State Water Board equipment and infrastructure. Partner must respond in writing within thirty (30) days. If Partner fails to respond, Partner has declined the opportunity to retain State Water Board equipment and infrastructure.
- b. If Staff remove State Water Board equipment or infrastructure before Project completion and Partner chooses to retain State Water Board equipment and infrastructure, Staff must re-install the State Water Board equipment and infrastructure after Project completion.
- c. A Partner at the Project site who owns equipment used in the Project has a right of first refusal to retain State Water Board equipment and infrastructure. If the equipment owner declines, another Partner who is the landowner at the Project site has the option to retain the State Water Board equipment and infrastructure.

**15. Partner withdrawal.** Partner may withdraw from the Project for any reason before Project completion by providing written notice to Staff. Staff may require Partner to return and/or remove installed State Water Board equipment and infrastructure.

16. **Partner equipment and infrastructure.** The State Water Board assumes no responsibility or liability for any equipment and infrastructure owned by the Partner that is not used in the Project.

### **3. Data Access and Ownership**

1. Data owners may access, create, modify, package, derive benefit from, share, sell, or remove data, and also assign these privileges to others.
2. Partner must complete the Data Access Form (Attachment C).
3. If Partner is the data owner, Partner grants permission for Staff to access and use data as described in the Data Access Form and to complete Project work. Project work includes but is not limited to representing data in writing, summaries, and data visualizations of de-identified data in public presentations and reports.
4. If the State Water Board is the data owner, Partner may access and use data related to their own monitoring site(s). The State Water Board is not liable for any damage caused by, arising from, or related to, data quality issues or data gaps. The State Water Board does not sell data and will not sell any data collected for this project.
5. All data collected for this Project will be ingested and managed in a State Water Board data warehouse that is separate and distinct from the data system used for water use reporting.
6. Full monitoring data will be available to the Partners of the Project site regardless of their selections on the Data Access Form. Staff will provide monitoring data specific to a Partner's site(s) as soon as feasible. There may be delays due to the research-nature of the Project.

### **4. Alternative Compliance Plan**

1. Participating in the Project makes a Partner eligible to enroll their Project site(s) and other sites affected by the Project in the "Russian River Telemetry Study Alternative Compliance Plan" (ACP). The ACP provides an alternative approach to meeting the requirements of the water measurement and reporting regulation in California Code of Regulations, title 23, Chapter 2.8. (See Cal. Code Regs., tit. 23, § 935). Staff will provide Partner with notice of opportunity to enroll in the ACP. Partner must respond in writing within thirty (30) days of receiving the notice to affirm their choice to enroll their site(s) in the ACP. Staff will confirm Partner's enrollment in the ACP in writing.
2. The ACP provides a method for Partners to manage data quality issues or data gaps caused by the Project. Partners must note and describe potential data quality issues or missing data caused by the Project in any report made to the State Water Board. Partners will not be held responsible for data quality issues or missing data caused by the Project.

### **5. General Terms and Conditions**

1. **Amendment.** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
2. **Assignment.** This Agreement is not assignable by the Partner, either in whole or in part, without the consent of the State Water Board. Amendment of the Agreement may be required.
3. **Attorney Fees.** In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.
4. **Dispute Resolution.** Partner may appeal a Staff decision within thirty (30) days to the Deputy Director of the Division of Water Rights or designee for a final Division decision. Partner may appeal a final Division decision to the Executive Director of the State Water Board within thirty (30) days. The Office of Chief Counsel to the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director. Partner must continue to comply with the terms of this Agreement during any dispute.
5. **Indemnification.** Partner agrees to indemnify, defend, and hold harmless the State Water Board, its officers, employees, agents, and contractors from and against any claims, damages, liabilities, losses, expenses, and costs arising from, connection with, or caused by any act, omission, or negligence of the Partner or its agents, employees, contractors, subcontractors, or invitees.
6. **Liability.**
  - a. The State Water Board is not liable for personal, financial, or other losses related to or arising from the malfunction of State Water Board equipment or infrastructure.
  - b. The State Water Board is not liable for personal, financial, or other losses or claims related to or arising from any data inaccuracies or loss of data related to the Project.
7. **Severability:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
8. **Governing Law:** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
9. **Integration:** This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.
10. **Independent Actor:** The Partner, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

## **State Water Resources Control Board Privacy Notice on Collection**

Civil Code section 1798.17 requires a Privacy Notice on Collection to be provided when personal information is collected. Individuals have the right to review personal information maintained by Water Boards, unless access is exempted by law. You may review your records by contacting the official responsible for maintaining your information below. We will not disclose your personal information unless authorized by law. To learn more about our Privacy Policy, visit [waterboards.ca.gov/privacy.html](http://waterboards.ca.gov/privacy.html).

**Please do not include any personal information that is not requested.**

### **Authority for Collection of Personal Information**

Participation in this project and completion of this document is voluntary.

### **Principal Purpose for Which the Information Collected is to Be Used**

The information will be used to contact individuals about their participation in the project, such as arranging site visits, asking questions or sharing information about their site, and providing updates about project progress.

### **Known or Foreseeable Disclosures of the Information**

We will not disclose your personal information unless authorized by law, required by law, or with your consent.

### **Consequences of Not Providing Any or All Parts of the Requested Information**

All information requested is mandatory. Failure to provide the requested information may render the contract incomplete resulting in ineligibility for participation in the project.

### **Official Responsible for Maintenance of Information**

Telemetry Research Unit – Senior Environmental Scientist Supervisory

### **Contact Information for Responsible Official**

State Water Resources Control Board  
Division of Water Rights, Telemetry Research Unit  
P. O. Box 2000  
Sacramento, CA 95812-2000  
(916) 322-8422

## ATTACHMENT A – SITE INITIATION FORM

Please answer all questions to facilitate Staff access and planning. If question is not relevant to site, please enter “NA” for not applicable. Add additional pages if needed to fully answer questions.

Question	Answer
What is the latitude and longitude of this site? One acceptable method is finding the location on Google maps, magnifying to maximum resolution, and right-clicking to display the coordinates.	<b><i>District has identified up to 45 potential sites. Coordinating with TRU to provide details. Geospatial data can be made available.</i></b>
What is the land use at and around this site? (e.g., agricultural, municipal, etc.)	<b><i>Agricultural</i></b>
Please describe how Staff should access site (e.g., a particular entrance or address, a particular route through the property, etc.)	<b><i>District General Manager will accompany initial site visit and coordinate additional site visits with District Customer (property owner) input and approval.</i></b>
Please describe any limitations on how Staff should access site (e.g., days or times that are restricted, limitations on vehicles, speed, or parking, legal restrictions, etc.)	<b><i>District will provide description of special instructions for each site in coordination with District Customers.</i></b>
Do Staff need to open any gates or doors to access the site?	<b><i>District will provide description of special instructions for each site in coordination with District Customers.</i></b>
Are these gates or doors locked? If yes, will you provide keys/codes for the duration of the Project or a host for each site visit? Please describe.	<b><i>District will provide description of special instructions for each site in coordination with District Customers.</i></b>
Please describe any other special instructions for accessing the site.	<b><i>District will provide description of special instructions for each site in coordination with District Customers.</i></b>
Please provide a phone number, email address, and mailing address to contact (e.g., notice for site visits, details about site activities, general Project updates)	<b>Elizabeth Salomone, General Manager Mendocino County Russian River Flood Control &amp; Water Conservation Improvement District <a href="mailto:DistrictManger@rrfc.net">DistrictManger@rrfc.net</a> Cell: 707-462-5278 <a href="http://www.RRFC.net">www.RRFC.net</a></b>
Which contact method is your preference? (e.g., email, text message, phone call, voicemail)	<b><i>Any</i></b>

<p>If the contact for problems with the site is different than the person above, please also provide their phone number. (e.g., the code won't open the gate)</p>	<p>N/A</p>
<p>Please describe the infrastructure at this site (e.g., irrigation pipes, concrete lined canal, pump house). This information will allow us to understand potential equipment options.</p>	<p><b><i>District is coordinating with TRU to provide details and can provide more information on the 45 potential sites, including photos.</i></b></p>
<p>Please describe any access or operational concerns you have about this site (e.g., road conditions, history of flooding or rapid water-level changes, harvest seasons, etc.)</p>	<p><b><i>District is coordinating with TRU to provide details and can provide more information on the 45 potential sites.</i></b></p>
<p>Please describe any water rights associated with this site and how they are related.</p>	<p><b><i>District is coordinating with TRU to provide details and can provide more information on the 45 potential sites.</i></b></p>
<p>Please describe any compliance fulfilled by this site, such as Water Measurement and Reporting (a.k.a, SB88)?</p>	<p><b><i>District is coordinating with TRU to provide details and can provide more information on the 45 potential sites.</i></b></p>

## ATTACHMENT B – SITE ACCESS DESCRIPTION

Staff will access monitoring site about once per month for a few hours each time for the duration of the Project, depending on site type and monitoring problems (e.g., equipment damage, transmission failures). Initial site installation may require a full day. Staff will exercise discretion during site visits by accessing the site according to Partner’s directions, only accessing parts of the property required to travel to and operate the monitoring site and avoiding interfering with any ongoing operations.

Any questions, concerns, or problems around site access can be reported by emailing “telemetry@waterboards.ca.gov”.

Partners must select **one option for each category** to describe how Staff may access their site and inform them.

Category One: Notice Procedures **Selection: #5**

1. No need to inform me before visiting my site.
2. Inform me at least 1 business day before visiting my site.
3. Inform me at least 1 business day before visiting my site, unless it is for emergency maintenance then inform me as soon as possible.
4. Inform me at least 5 business days before visiting my site.
<b>5. Inform me at least 5 business days before visiting my site, unless it is for emergency maintenance then inform me as soon as possible.</b>

Category Two: Activity Information **Selection: #4**

“Activity” includes installation, maintenance, repair, calibration, and other acts by Staff that are performed to support, preserve, or restore function for telemetered monitoring equipment.

1. No need to inform me about activity at my site.
2. Inform me about activity at my site in the form of one monthly email summarizing all activity.
3. Inform me about activity at my site no later than 2 business days after a site visit.
4. Inform me about planned activity at my site at least 2 business days before a site visit and follow-up with description of actual activity within 2 business days after the site visit.
<b>4. Inform me about planned activity at my site at least 2 business days before a site visit, unless the site visit is for emergency maintenance then inform me as soon as possible. Follow-up with description of actual activity within 2 business days after the site visit.</b>

Category Three: Access Procedures **Selection: #2**

1. You may visit my site without an escort.
<b>2. I have selected that you must inform me before a site visit in Category One. When you inform me of a site visit, I will determine if an escort is needed for the particular visit and will provide one if so.</b>
3. You must have an escort when visiting my site. I will provide one when given at least 1 business day of notice.

Category Four: Staff Procedures **Selection: #2**

1. Both Contractor Staff and State Staff are allowed at my site.
<b>2. Contractor Staff are allowed at my site. State Staff are only allowed with 1 business day of notice.</b>
3. Contractor Staff are allowed at my site. State Staff are not allowed at my site.

## ATTACHMENT C – EQUIPMENT HISTORY FORM

Please answer all questions to facilitate Staff planning. If question is not relevant to site, please enter “NA” for not applicable.

Question	Answer
Please describe any current or former water, soil, or air monitoring at this site.	<b><i>District is coordinating with TRU to provide details and can provide more information on the 45 potential sites, including photos and geospatial data.</i></b>
Please provide the manufacturer and model of all current equipment. Please add original installation date for each piece of equipment.	
Please provide details about the power source for the equipment.	
Please provide details about the telemetry for the equipment (if any), including the method, timing, and limitations of transmission.	
Where in the water is this equipment? (e.g., inside an irrigation pipe, at the side of the river, etc.)	
Please describe your current or former maintenance and calibration schedule(s) for all equipment, including seasonal installation/withdrawal.	
Please describe how data is currently retrieved/downloaded from the equipment.	
Is this equipment used to comply with SB88 measurement requirements or other requirements?	
Please describe any access or operational concerns you have about this site. (e.g., history of equipment failures or transmission failures, difficulty measuring low-flow or high-flow events)	
Please describe existing environmental or construction permitting at this site, if any.	

## ATTACHMENT D – DATA ACCESS FORM

The State Water Resources Control Board (SWRCB) is committed to upholding privacy and security standards. Data collected and maintained throughout this Project will be secured in accordance with SWRCB's Information Security policies. These policies are available upon request. Please note that information held by state government is subject to the Public Records Act.

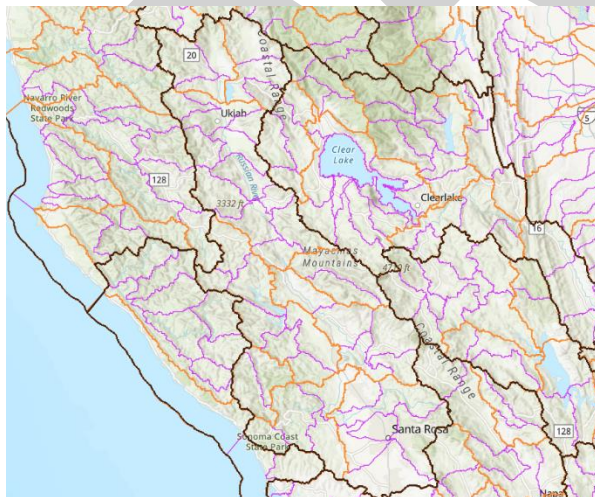
Partners can define the level of information displayed on the project dashboard in this Attachment including location and equipment information, event and parameter data, and whether site data can be downloaded. The project dashboard will not display any personal information. Regardless of data privacy selections, Partners will be able to view and download the entire dataset for their site(s) after the data access is configured by Staff. There will be an initial delay for data access as Staff are initiating a site and occasional intermittent delays due to the research-nature of this Project.

Project data will be displayed on a public Project dashboard and be available for public download, subject to the Partner's data privacy selections. The Project dashboard will display disclaimers that describe the quality of the data, such as saying that data are preliminary and have not been evaluated for accuracy. The Project dashboard will also provide contact information for users to advise Staff of questionable data.



Data collected during the Project will remain accessible to Partners and the public, as described above, during the Project duration and for a minimum of one month after Project completion. Staff will have access to all Project data and will use the data as described in this agreement.

Partners must select **one option for each category** to describe how data generated at their site (regardless of who is the Data Owner) may be accessed and used for the Project.

A map of the Hydrologic Unit Code (HUC) areas for the Russian River watershed is included here to inform your selection.



Map courtesy of ArcGIS.

- The HUC8 areas are marked by black outlines.
- The HUC10 areas are marked by orange outlines inside the black outlines.  
For example: 
- The HUC12 areas are marked by purple outlines inside the orange and black outlines.  
For example: 

Category One: Location

Selection: #2

- |   |
|---|
| 1. The location of my monitoring site may be viewed on the Project dashboard by its latitude and longitude coordinates. |
| <b>2. The location of my monitoring site may be viewed on the Project dashboard by its HUC12 area.</b>                  |
| 3. The location of my monitoring site may be viewed on the Project dashboard by its HUC10 area.                         |
| 4. The location of my monitoring site may be viewed on the Project dashboard by its HUC8 area.                          |
| 5. The location of my monitoring site may NOT be viewed on the Project dashboard.                                       |

Category Two: Equipment

Selection: #1

- |  |
|--|
| <b>1. The manufacturer and model of equipment at my site may be viewed on the Project dashboard.</b> |
| 2. The manufacturer and model of equipment at my site may NOT be viewed on the Project dashboard.    |

Category Three: Events

Selection: #1

“Events” refers to the timing and most recent occurrence of events at my site (e.g., data successfully transmitted, data is overdue, site was maintained, site maintenance is overdue, etc.).

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|--|
| <b>1. Event data about my site may be viewed on the Project dashboard.</b> |
| 2. Event data about my site may NOT be viewed on the Project dashboard.    |

Category Four: Parameters

Selection: #1

“Parameters” refers both to directly measured and to calculated values of environmental conditions (e.g., water height, water flow, water volume).

- |  |
|--|
| <b>1. Parameter data about my site may be viewed on the Project dashboard.</b> |
| 2. Parameter data about my site may NOT be viewed on the Project dashboard.    |

Category Five: Data Download

Selection: #1

- |  |
|--|
| <b>1. Data about my site on the Project dashboard may be downloaded.</b> |
| 2. Data about my site on the Project dashboard may NOT be downloaded.    |

I have read this contract, agree to its terms and conditions, and have completed the required forms above. By signing this contract, I represent that I have the authority to enter into this Agreement.

X

\_\_\_\_\_  
Name

X

\_\_\_\_\_  
Date

X

\_\_\_\_\_  
Signature

This document may be completed and signed electronically or on paper. The parties mutually agree that an electronic signature is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

If completed and signed electronically, please email the entire document (including contract, forms, and signature page) to:

[telemetry@waterboards.ca.gov](mailto:telemetry@waterboards.ca.gov)

If printed and given a handwritten signature, please mail the entire document (including contract, forms, and signature page) to:

State Water Resources Control Board  
Division of Water Rights, Telemetry Research Unit  
P. O. Box 2000  
Sacramento, CA 95812-2000

# Intake Form

Please answer all questions as feasible to facilitate Staff access and planning. If question is not relevant to site, please enter “NA” for not applicable.

Question	Answer
Contact information (name, phone, email) of Site Owner and preferred method of contact	
Contact information of Site Operator (name, phone, email), if different than Site Owner	
Is this site affiliated with an organization or environmental monitoring groups?	
What is the approximate latitude and longitude of this site?	
What is the land use at this site? (e.g., agricultural, municipal, etc.)	
What water monitoring for this site are you interested in? (i.e. Storage, Wells, Points of Diversion, Instream flow)	
Please provide any relevant water right ID's that are associated with this site	
What anticipated outcomes for your site and operational needs prompted volunteering this site for the Telemetry Study?	
What anticipated outcomes for the Telemetry Study prompted volunteering this site for the Telemetry Study?	
Please describe any operational concerns you have about this site (e.g., history of equipment failures or transmission failures, difficulty measuring low-flow or high-flow events)	
Please describe any access concerns you have about this site (e.g., road conditions, history of flooding or rapid water-level changes, harvest seasons, etc.)	
Please describe the infrastructure at this site (e.g., irrigation pipes, concrete lined canal, pump house)	
Please provide the make/model of all current monitoring equipment. Please add original installation date for each piece of equipment if available.	
Where in relation to the water body is this equipment? (e.g., inside an irrigation pipe, at the side of the river, etc.)	
Is this equipment used to comply with SB88 measurement requirements or other requirements?	



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## State Water Resources Control Board

# Approval of Alternative Compliance Plan for the Russian River Telemetry Study

The State Water Resources Control Board (State Water Board), Division of Water Rights (Division) relies on accurate and timely water use data to help manage California's water. The Division is investing in this data resource by conducting a field study in the Russian River watershed to evaluate the cost, logistics, and data governance of telemetered water monitoring. The Russian River Telemetry Study will develop Division expertise to improve data timeliness, improve data quality, and support simplified water reporting. The study will also result in informational resources for the public to support their monitoring efforts.

In 2016, the State Water Board adopted water use measurement regulations. The regulations set standards for monitoring and reporting diversions of water. The regulations can be found in Title 23 of the California Code of Regulations (CCR), §931-938. Section 935 of the regulations allows alternative compliance.

Water right holders who participate in the Russian River Telemetry Study are eligible to enroll in the study's Alternative Compliance Plan (ACP) (Attachment 1) to satisfy their requirements under water use measurement regulations. Water right holders must opt-in to the ACP and are not automatically enrolled.

Per regulations, the ACP will be posted on the State Water Board's website. Posting will provide an opportunity for comment from any interested parties. Any comments received will be reviewed by the Deputy Director who may subsequently request additional information or modifications to the ACP.

The staff point of contact for this ACP is the Telemetry Research Unit. The unit can be reached by email at [telemetry@waterboards.ca.gov](mailto:telemetry@waterboards.ca.gov).

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E. JOAQUIN ESQUIVEL, CHAIR | ERIC OPPENHEIMER, EXECUTIVE DIRECTOR

Approved by:

A handwritten signature in black ink, appearing to read "Karen Kramer". The signature is fluid and cursive, with a long horizontal stroke at the end.

*Karen Kramer, PG, Program Manager - Enforcement  
Division of Water Rights*

Dated: May 12, 2025

# Attachment 1:

## Russian River Telemetry Study Alternative Compliance Plan

### A. Background

In 2021, the California State Water Resources Control Board (Water Board) received funding to create a modern geospatial data system capable of receiving telemetry data (UPWARD Project<sup>1</sup>). The funding also created the Telemetry Research Unit<sup>2</sup> (TRU), whose objective is to build institutional knowledge of costs, logistics, and data governance for telemetered water monitoring and to make recommendations about monitoring and reporting processes.

To support these goals, TRU is conducting a Telemetry Pilot Project (Pilot Project). The Pilot Project is a research initiative by the Water Board to explore and refine water monitoring practices using telemetered devices, and includes specific studies like the Russian River Telemetry Study<sup>3</sup> (Study). This Study will take place from 2025 to 2027 and evaluate telemetered water monitoring within and around the Russian River watershed<sup>4</sup> to understand costs, logistics, and data governance for telemetered water monitoring in a real-world setting. This Study has no regulatory or enforcement component and depends on community members volunteering access to their land and equipment.

TRU will enter a contract with a Field Contractor who will procure telemetered water monitoring equipment, install equipment at volunteers' sites, perform maintenance and repairs, and review and share telemetered data. Data will be collected with a variety of different equipment manufacturers and transmission types to understand logistics and characterize costs.

Real-time transmission of water monitoring data to a central data system (i.e., telemetry) is a novel approach for the Water Board and the Study will research a variety of processes and equipment. Therefore, data collected for the Study may not meet the requirements of the Water Board's Measuring and Monitoring Regulation (i.e., Senate

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<sup>1</sup><https://www.waterboards.ca.gov/upward/>

<sup>2</sup><https://www.waterboards.ca.gov/telemetry/>

<sup>3</sup><https://www.waterboards.ca.gov/telemetry/docs/russian-river-telemetry-study.pdf>

<sup>4</sup>Hydrologic Unit Code (HUC) 18010110

Bill 88 or SB88)<sup>5,6</sup> or Water Diversion and Use Reports Regulation (i.e., Annual Reporting)<sup>7,8</sup>. To encourage community members to volunteer and to support volunteers as the Study disrupts their existing monitoring and reporting processes, TRU developed this Russian River Telemetry Study Alternative Compliance Plan (Study ACP). Community members who volunteer for the Study and sign an access agreement with the Water Board are eligible to enroll one or more of their volunteer sites in the Study ACP.

If that site is currently covered by another active alternative compliance plan (ACP), the Study ACP would override the site's participation in that ACP for the term of the Study ACP. At the completion of the Study ACP, that site would revert to its former ACP if that ACP is still valid.

Community members who choose not to enroll one or more of their volunteer sites in the Study ACP have several other paths for complying with regulations at those sites:

- Continue operating under an existing ACP already on file with the Division of Water Rights.
- File a new ACP with the Water Board following established procedures.
- Comply with regulations without alternative compliance.

## **B. Modified compliance terms**

This ACP is designed to provide Study participants with an alternative compliance approach for enrolled sites. This ACP includes modified compliance for the following areas:

1. General Data Quality:
  - a. Volunteers are not responsible for lost, missing, or inaccurate data or data measured at the incorrect frequency for the duration a site was enrolled in the Study and for 6 months afterward.
2. Water Diversion and Use Reporting:
  - a. Volunteers must submit annual Water Diversion and Use Reports by due date before, during, and after the Study. These reports may contain estimates of the monthly water amounts since accurate data may be unavailable.

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<sup>5</sup>[https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/diversion\\_use/water\\_measurement.html](https://www.waterboards.ca.gov/waterrights/water_issues/programs/diversion_use/water_measurement.html)

<sup>6</sup>California Code of Regulations 23:931-938

<sup>7</sup> [https://www.waterboards.ca.gov/waterrights/water\\_issues/programs/water\\_diversion\\_reporting/](https://www.waterboards.ca.gov/waterrights/water_issues/programs/water_diversion_reporting/)

<sup>8</sup> California Code of Regulations 23:907-930

### 3. Measuring and Monitoring (SB88):

- a. Volunteers are not required to submit weekly measurement files (commonly called “SB88 telemetry”) for the duration a site was enrolled in the Study and for 6 months afterward.
- b. Volunteers are not required to submit measurement files with their annual Water Diversion and Use Report for the duration a site was enrolled in the Study and for 12 months afterward.
- c. Volunteers must amend submitted annual Water Diversion and Use Reports with measurement file(s) and any updated water amounts within 24 months after a site is no longer enrolled in the Study.

## **C. Name and contact information for all water right holders covered by the plan**

This ACP is available to any volunteer that participates in this Study. Volunteers must opt-in to this ACP. Volunteers may choose to file their own ACP or measure and report in compliance with current regulations instead of enrolling in this ACP.

An enrollment table will be continuously maintained with enrolled sites, site information, relevant water rights, water right holders contact information, and enrollment/exit dates. Newly enrolled sites will be added to the enrollment table as volunteer information is received, reviewed, and approved. The enrollment table is available to all staff at the Division of Water Rights at this SharePoint location:

<https://cawaterboards.sharepoint.com/DWR/DataSection/Telemetry/Russian%20River%20Telemetry%20Study%20ACP/Volunteers%20enrolled%20in%20ACP.xlsx?web=1>.

## **D. Identification of the proposed measurement methodology**

The designated Field Contractor for the Telemetry Study will procure, install, and operate a variety of measurement equipment to measure water at volunteers’ stations. The equipment may be from a variety of manufacturers and may be installed in a variety of configurations to accomplish study goals. One of the goals of the Telemetry Study is to understand costs and data quality for different equipment in diverse environmental settings and field applications, therefore, novel equipment and installation practices will be employed to achieve study goals.

A record of the equipment and installation configuration for each site will be maintained by the Field Contractor.

## E. Implementation schedule

A tentative schedule of specific milestones and dates is included below. This schedule may change as the Study progresses.

Event	Date
Sign contract with Field Contractor	May 2025
Begin equipment installations at volunteers' sites*	beginning August 2025, ongoing as volunteers enroll
Station closeout#	September - December 2027
Russian River Telemetry Study ends	July 2027

\* Pending signed contracts with volunteers and approval of Quality Assurance Plan, Station Plan, and any required environmental permits

# Volunteers may choose to retain equipment and ownership will be transferred to them. Otherwise the Field Contractor will decommission a station and remediate the site.

## F. Budget for implementation of the plan and the source(s) of financing for the plan

The budget to conduct this Study is around \$12 million and was funded through a Budget Change Proposal in 2021.

## G. A list of any permits required for plan implementation, the agencies that will issue the permits, and expected dates for issuance

There are currently no permits planned to implement this Study. Permits are contingent upon volunteers that join and the location of their station(s).

## H. Compliance with CCR §933 and 934

This ACP complies with §933 and 934 because equipment will be installed to collect measurement data. The data will then be transmitted in real-time to a centralized data system where reporters will access the data to use in their reporting (after an initial delay during station setup). The frequency at which data is collected will vary based on volunteer site location and study goals.

## **I. Certification by qualified individual**

All equipment installation and monitoring work will be performed by the Field Contractor. The cost and logistics of certifying equipment under the terms of SB88 is a research area. Volunteers who choose to retain the study equipment at their site after the study concludes will be responsible for officially certifying the equipment and installation for their reporting compliance.