



Upper Mokelumne River Watershed Authority

UMRWA Regular Governing Board Meeting

Special Meeting Notice

Thursday, October 29, 2020 – 3:30 p.m.

EBMUD Mokelumne Watershed Headquarters
15083 Camanche Parkway South, Valley Springs, CA 95252

NOTE: Meeting via WebEx (see bottom of page for more information)

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: When responding to a matter not on the agenda, state law limits a Board member to providing a brief response, asking clarifying questions, and/or referring it to staff.

AUTHORITY BUSINESS:

	<u>Recommended Action</u>
1. Board Regular Meeting Minutes of July 24, 2020	Approve by Motion
2. Forest Projects Report	Discussion/Possible Action
3. Proposition 1 Grant Award	Approve by Resolution/Motion
4. Youth Watershed Stewardship Program 2021 Agreement	Approve by Motion
5. Amador Calaveras Consensus Group MOA	Approve by Motion
6. Legislative Issues Update	Discussion/Possible Action

BOARD MEMBER COMMENTS:

7. Board Member Comments

EXECUTIVE OFFICER REPORT:

8. Executive Officer's Oral Report

ADJOURNMENT:

- Next Regular Board Meeting: January 22, 2020 at 1:30 p.m. (location TBD)

Members of the public may attend the meeting electronically via WebEx by request (or via telephone for audio only). To attend, email or call Lisa Stuart at 209.772.8261 or lisa.stuart@ebmud.com no later than 24 hours before the meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **1**

Meeting Date: October 23, 2020

Title:

Regular Meeting Minutes of July 24, 2020

Recommended Action:

Approve the regular meeting minutes of July 24, 2020.

Summary:

The summary minutes of the July 24, 2020 regular meeting are included for Board review and approval.

Friday, July 24, 2020 – 1:30 p.m.
Governing Board Regular Meeting
Upper Mokelumne River Watershed Authority
via WebEx and at the Mokelumne Watershed Office,
15083 Camanche Parkway South, Valley Springs, CA 95252

Summary Minutes

ROLL CALL

Directors John Coleman, Terry Woodrow, Richard Farrington, Brian Oneto, Jeff Davidson, Richard Blood, and Richard Brand were present. Absent were: Jack Garamendi, Calaveras County. Also present were Executive Officer Richard Sykes, Administrative Officer Rob Alcott, Authority Counsel Greg Gillott, Authority Secretary Lisa Stuart, and 16 visitors and presenters. (EO Richard Sykes and Authority Secretary Lisa Stuart were the only ones present in person at the Mokelumne Watershed Office.)

PUBLIC COMMENT – none.

AUTHORITY BUSINESS

1. Regular Meeting Minutes of April 24, 2020

Motion 16-20 to approve the regular meeting minutes of April 24, 2020 was made by Director Farrington, seconded by Director Woodrow and carried by roll call vote: Yea 6 – Nay 0 – Abstain 1 (Davidson).

2. Treasurer's Reports – 3rd Quarter FY20

The Treasurer's Report for the Third Quarter of fiscal year 2020 was provided to the Board for review prior to the meeting.

Motion 17-20 to accept the Third Quarter FY20 Treasurer's Reports for filing, was made by Director Oneto, seconded by Director Farrington and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

3. Mattley Meadow Restoration Project Negative Declaration

On April 24 the Board authorized UMRWA to act as the California Environmental Quality Act lead agency for the Mattley Meadow Restoration Project and directed staff to circulate the draft Mitigated Negative Declaration (MND) for the Mattley Meadow Restoration Project.

A Notice of Intent (NOI) to Adopt a Mitigated Negative Declaration was published in the Calaveras Enterprise and the Amador Ledger Dispatch on May 8, 2020 with comments to be submitted by June 12, 2020. The NOI, Notice of Completion and Proposed Mitigated Negative Declaration were also posted May 8 on the Authority's website. Copies of the proposed MND document were also sent to individuals who regularly receive UMRWA agenda packets, as well as to the affected District Rangers at the Stanislaus and El Dorado National Forest district offices.

Two comment letters, and one acknowledgement email, were received and the two comments letters as well as UMRWA's response letters were included in the Supplemental July 24, 2020 Agenda Materials Packet for Board review. The Board was also provided with a detailed description of the project.

Motion 18-20 to (1) approve the Initial Study and the Mitigation Monitoring and Reporting Plan, and adopt the Mitigated Negative Declaration for the Mattley Meadow Restoration Project and (2) authorize the filing of a Notice of Determination with Calaveras County was made by Director Davidson seconded by Director Farrington and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

4. West Calaveras Thin Project

As described to the Board at its April 24 meeting the West Calaveras Thin (WCT) project has been identified as the next priority treatment area. This project is NEPA and CEQA ready and has been deemed eligible by the Sierra Nevada Conservancy (SNC) for re-allocation of \$283,411 in unused Black Springs funding. The WCT project area is immediately adjacent to and north of the Black Springs project area and treatments at this location will help protect the adjacent SNC-funded project areas of Black Springs, Cabbage Patch and Pumpkin Hollow.

With the approval of the Board granted at the April meeting, authority staff administered a request-for-proposals (RFPs) process for the WCT project fuels treatment work as authorized by the West Calaveras Thin SPA agreement. On June 11 prospective bidders were sent notices of the RFPs availability on UMRWA's website. A pre-proposal meeting was held with interested contractors on June 24 at the Hermit Springs Fire Station nearby the WCT project area.

Two proposals were received for the WCT work (RFP 20-03). The proposals were reviewed and rated by the Authority Selection Committee. Tanner Logging Inc., a local service provider, was determined to be the best-qualified proposer. Tanner Logging, Inc. is recommended for award as the most qualified contractor based on affordability and work service delivery. As described in the RFP, UMRWA reserved the right to decline to award any contract, or award any or all of the Optional Areas based upon available funding. Accordingly, award is recommended to Tanner Logging, Inc. for Items 1, 2 and 4, plus 46 acres of Optional Item 3 (units 20, 35, and 37), for a total cost of \$380,500.00. If additional funds become available within the timeframe of the contract, then all or part of the remainder of Item 3 (26 acres: units 19, 34, and 36) could subsequently be awarded if mutually agreed. Authorization for the Executive Officer to issue a Change Order to utilize this potentially available funding is included in the recommended actions.

Motion 19-20 to (1) authorizes the Executive Officer to sign the West Calaveras Thin (WCT) Supplemental Project Agreement (SPA), (2) approve and authorize the Executive Officer to sign the General Service Agreement with Tanner Logging, Inc. in the amount of \$380,500, and (3) authorize the Executive Officer to increase by Change Order the maximum compensation payable to Tanner Logging, Inc. for additional treated acres up to the amount of excess project funding deemed available, if any, upon the contractor's completion of the 252 acres of work specified in the General Services Agreement was made by Director Woodrow seconded by Director Davidson and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

5. UMRWA Forestry Projects Status Report

Progress has been steadily made on most of UMRWA's forest initiatives since the Board's April meeting. Two of these initiatives, the National Fish and Wildlife Foundation (NFWF) grant funded Culverts and Erosion Control Project and a potential collaborative forest

projects planning effort lead by UMRWA, are specifically addressed in this report. This agenda report concluded with the status of ongoing Authority forest projects.

The Board was provided with an update on the NFWF Culvert Project and requested to authorize the EO to approve an 18.5% change order (normally required to be approved by the Board) not to exceed \$175,563, to allow for work to continue on the project if plausible, prior to the Board's October meeting.

The EO also provided the Board with an update on collaborative forest projects and requested the Board authorize him to proceed with a Memorandum of Understanding (MOU) with the USFS to develop a plan for collaborative forest projects in the upper Mokelumne River watershed. With the Board's consent, staff will engage in discussions with potential key stakeholders with the intent of formulating a MOU that describes the planning process, stakeholder participation guidelines, schedule and budget for developing the proposed Collaborative Forest Projects Plan.

Motion 20-20 (1) to waive the Procurement Policy 10% change order limitation for the K.W. Emerson contract and authorize the EO to approve change orders with a cumulative total not to exceed the total project construction budget of \$1,126,622 (representing 18.5%), and (2) to authorize the EO to formulate a Memorandum of Understanding with the USFS that describes the process, stakeholders, schedule, budget and funding to develop a Collaborative Forest Projects Plan for the Upper Mokelumne River watershed was made by Director Farrington seconded by Director Woodrow and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

6. Fiscal Year 2021 Budget

The recommended FY 2021 budget was presented to the Board for review and recommended for approval.

Motion 21-20 to approve the FY 2021 Budget and authorize the EO to transmit invoices to Member agencies requesting payment of FY 2021 assessments by October 31, 2020 was made by Director Davidson, seconded by Director Woodrow and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

7. UMRWA Policies and Procedures

Amendments to two (2) existing Authority policies, Conflict of Interest and Procurement Policy and Procedure, and a new Records Retention, Storage and Disposal Policy and Procedure were presented to the Board and recommended for approval. The need and justification for each was also provided.

Motion 22-20 to (1) approve the draft amended Conflict of Interest Code (Policy 1) for submittal to the FPPC for review, (2) approve the amended Procurement Policy and Procedure (Policy 4) which incorporates provisions to address construction services, and (3) approve a new Records Retention, Storage and Disposal Policy and Procedure (Policy 5) was made by Director Woodrow, seconded by Director Davidson and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

8. Consulting Agreements for UMRWA Support Personnel

The recommended two-year agreements with Richard Sykes and Rob Alcott provide for the continuation of Executive Officer and Administrative Officer services for the two-year

period coinciding with the Authority's next two fiscal years beginning October 1, 2020. The two agreements were provided to the Board for review and approval. Also provided to the Board was the recommended consulting services agreement with Landmark Environmental Inc. (LEI) to continue LEI's professional and administrative support to UMRWA's forestry program for another two years.

Motion 23-20 to (1) approve an agreement with Richard Sykes to serve as the Authority's Executive Officer for the period October 1, 2020 through October 31, 2022; and authorize the Board Chair to sign the agreement, (2) approve an agreement with Rob Alcott to serve as Authority Administrative Officer for the period October 1, 2020 through October 31, 2022; and authorize the Board Chair to sign the agreement, and (3) approve the consulting services agreement with Landmark Environmental Inc. to provide services for the period October 1, 2020 through October 31, 2022 and authorize the Executive Officer to sign the agreement was made by Director Farrington, seconded by Director Davidson and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

9. Web Support Agreement with Woodard & Curran

In July 2018 the Board approved an agreement with Woodard & Curran to maintain and administer the umrwa.org website, and maintain and continue support for the Authority's Opti database (which satisfies UMRWA's compliance with the terms of three DWR Prop 84 Implementation Grants). Both of these web-based applications require some limited degree of maintenance and technical support, while the Opti database also requires a host platform (which W&C is providing). The recommended agreement with Woodard & Curran to continue these services for the next two fiscal years at a not-to-exceed cost of \$10,500 per year was presented to the Board for review and approval.

Motion 24-20 to approve the agreement with Woodard & Curran and authorize the Executive Officer to sign was made by Director Woodrow, seconded by Director Davidson and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

10. Youth Watershed Stewardship Program

Since 2006 UMRWA has annually provided funds to support the local public schools Youth Watershed Stewardship Program (YWSP). The program is now facilitated under an agreement between UMRWA and the Mother Lode Land Trust (MLLT), which in partnership with Stewards Through Education (STE) sponsors the YWSP. An agreement with MLLT to conduct the YWSP for another year was presented to the Board's for approval.

Motion 25-20 to approve the agreement with the Mother Lode Land Trust for the year ending December 31, 2020 and authorize the Executive Officer to execute the agreement was made by Director Davidson, seconded by Director Oneto and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

11. MAC Plan Activities – Prop 1 Grant Award

The Department of Water Resources informed UMRWA, on July 7, that the Mokelumne-Amador-Calaveras Proposition 1 IRWM Implementation Grant Application has been awarded \$556,447. Funding from this grant award will be applied to Calaveras County Water District's West Point Water Treatment Plant Improvement Project. Staff is presently working with CCWD staff to fulfill several grant eligibility requirements. The award is conditioned upon the execution of a Grant Agreement between DWR and UMRWA. Staff will work with CCWD and DWR to finalize project details and complete the Grant

Agreement, which will then be presented to the Board for approval at the October meeting. The Grant Agreement, along with an UMRWA – CCWD Project Partners agreement.

Additionally, the planned effort to update the MAC Plan implementation projects list will be initiated in September. This effort will be undertaken and administered by Woodward & Curran and will include opening a 30 day call for projects, scoring and ranking projects received, preparing an updated project list incorporating the new projects, and appending the MAC Plan with the updated project list. The work also allows for one conference call and one in-person RPC meeting, as needed and as deemed appropriate given Covid-19 safety guidelines.

12. Legislative Issues Update

Two documents prepared by EBMUD were included in the agenda package summarizing SB 1438 (Stern) and AB 2421 (Quirk).

Motion 26-20 directing staff to submit a support letter on behalf of UMRWA to the authors of SB 1348 (Stern) and AB 2421 (Quirk) contingent upon a majority of member agency Boards adopting support positions for these two bills, was made by Director Davidson, seconded by Director Farrington and carried by roll call vote: Yea 7 – Nay 0 – Abstain 0.

Board Member Comments: Director Coleman stated that EBMUD’s annual Pardee Barbecue has been canceled this year and that the next UMRWA meeting would be held on its regular date of October 23, 2020, instead of the morning of the barbecue. Director Farrington noted he has been attending ACCG General, Planning and Ad Hoc meetings.

Executive Officer Comments: EO Richard Sykes discussed UMRWA’s 20th anniversary and the postponement of any celebration due the current pandemic conditions. Director Coleman suggested a media release to commemorate the anniversary. The EO will work with Directors Coleman, Davidson and Woodrow and Amador Water Agency to craft and distribute a press release in August. The EO also provided the Board with information on the GreenGen virtual open house later in July and provided information on the pump storage in the Mokelumne Watershed. He discussed DWR Grant opportunities that may be of interest to UMRWA’s member agencies as well as providing information on the continued use of WebEx as the platform for the UMRWA meetings as long as social distancing requirements are in place.

ADJOURNMENT: Director Coleman adjourned the meeting at 2:24 p.m. The next regular meeting will be held on October 23, 2020 at 1:30 p.m. (video conferenced meeting at EBMUD Mokelumne Watershed Headquarters, Camanche Parkway South, Valley Springs.)

SUBMITTED BY:

Lisa Stuart, Authority Secretary

John Coleman, Chair of the Board
APPROVED: October 23, 2020

Title:

Forest Projects Report

Recommended Actions:

Authorize the Executive Office to submit pre-application materials and a full grant application to the Sierra Nevada Conservancy to help fund planning and NEPA work on a Collaborative Forest Projects Plan.

Summary:

Progress on forest work by UMRWA's contractors has recently been impaired due to extreme wildfire and weather conditions. These severe conditions prompted Regional Forester Randy Moore to issue several Regional Orders in September to address public safety and natural resource concerns. After consultations with District Rangers with whom UMRWA directly works, Authority staff requested contractors working in the Stanislaus and Eldorado National Forests to temporarily suspend project operations. The contractors voluntarily complied and most work was suspended for approximately one week. Continuing extreme weather conditions have necessitated contractors maintain limited (partial-day) operating periods.

Two of the Authority's forest initiatives, the Culverts and Erosion Control Project and the Collaborative Forest Projects Plan, are discussed below. This agenda report concludes with the status of ongoing Authority forest projects.

NFWF Culverts Project:

With funding provided by National Fish and Wildlife Foundation (NFWF) the Board on April 24 awarded a contract totaling \$951,000 to K.W. Emerson Inc. to complete culvert and drainage improvements in the Bear River and Panther Creek watersheds. The contractor was issued a Notice to Proceed effective June 23 and K.W. Emerson mobilized in late June. Work continues on the initial 42 project sites with additional sites being evaluated and added in consultation with FS staff and the Amador Resource Conservation District. At the time of contract award there was approximately \$100,000 of potentially available remaining grant funding for improvements to these additional sites. Some of this funding is now being used to complete additional road work within the project area at the request of the Amador Resource Conservation District and with the support of the Amador Range District.

Collaborative Forest Projects Plan:

At the July 24 meeting the Board authorized staff to formulate a Memorandum of Understanding with the USFS that describes the process, stakeholders, schedule, budget and funding to develop a Collaborative Forest Projects Plan for the Upper Mokelumne River watershed. This plan is viewed as critical to UMRWA continuing its forest program as the work UMRWA envisioned when entering into the May 2016 Master Stewardship Agreement with the USFS is nearly complete. In May 2016 the 14,000-acre Hemlock Restoration Project (a component of the 390,000-acre Cornerstone Project) was the sole NEPA-ready project eligible for implementation activities. Work performed over the past 4 years will complete the prescribed Hemlock Project treatments thus leaving UMRWA with no additional NEPA-ready forest work to perform. To address this circumstance, and thus enable UMRWA (and its USFS partner) to continue its forest program by preserving the institutional capacity and apparatus necessary to carry out this work, a plan with a new pipeline of forest projects is essential. UMRWA Staff had hoped to begin work on the MOU with the Forest Service in August but the fire season has been so severe that USFS staff have asked that we hold off on this until the fire season ends.

In consultation with SNC staff, grant funding to support creation of a large landscape plan (minimum of 10,000 acres) may be available using Prop 1 funding. UMRWA staff is evaluating this potential funding as a means for supporting UMRWA's lead role in developing a Collaborative Forest Projects Plan. This funding would supplement the SNC funding that has supported the soon to be completed GIS-based Regional Forest and Fire Capacity Program. UMRWA staff may submit pre-application materials to SNC to facilitate a future grant application.

Ongoing Forest Projects:

UMRWA FOREST PROJECTS & CONTRACTS

RFP #	Contractor	Contract Date	Amount	Scheduled Completion	Actual Completion	Total Acres	Acres Completed
PUMPKIN HOLLOW – COMPLETED and CLOSED OUT							
Various	Six (6) contractors	2017/2018	\$905,645	Dec. 2019	Nov. 2019	927.5	
CABBAGE PATCH							
18-03	GTS Forestry	July 2018	\$78,327.50*	Dec. 2019	Nov. 2019	183.8	183.8*
18-04	D. Watt Industries	July 2018	\$96,980.00	Dec. 2019	Nov. 2019	120.2	120.2
N/A	GVCC	July 2018	\$10,800	Dec. 2019	Oct. 2019	3.5	3.5
18-03 modification	GTS Forestry completed 3.7 of GVCC acres + 5.6 ac of PH see modification	July 2018	Reflected in total above*	Dec. 2019	Nov. 2019		Completed reflected in total above*
						307.5	307.5
BLACK SPRINGS							
19-01	Ronwright	July 2019	\$144,020	Dec. 2021	Dec. 2020 expected	151.6	80
19-02	Sierra Nevada Forestry	July 2019	\$297,616	Dec. 2021	Dec. 2021	812.2	381
N/A	GVCC	July 2019	\$ 32,962	Dec. 2021	Dec. 2021	12.8	0
						976.6	461
FORE							
19-03	Ronwright	July 2019	\$180,907.37 increase through modification	Dec. 2021	Oct. 15, 2020 expected	159.7	140
West Calaveras Bailey							
20-03	Tanner Logging	August 2020	\$392,410 reflects increase through modification	December 2021	Oct. 31, 2020 expected	252	160



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: October 23, 2020

Title:

Proposition 1 Grant Award

Recommended Actions:

1. Approve by resolution the DWR – UMRWA Proposition 1 Grant agreement and authorize the Executive Officer to represent UMRWA and sign the agreement, including the use of e-signatures as requested by the DWR.
2. Approve the Grant Implementation Agreement with Calaveras County Water District (CCWD) and authorize the Executive Officer to sign.
3. Approve an amendment to the existing contract with Woodard & Curran to implement the proposal for grant administration support services in the amount of \$24,972 and authorize the Executive Officer to sign.
4. Authorize staff to charge up to \$4,000 to the Prop 1 grant for services associated with grant administration and invoice processing.

Summary:

The Department of Water Resources on July 7 informed UMRWA that the Mokelumne-Amador-Calaveras Proposition 1 IRWM Implementation Grant Application has been awarded \$556,447. Funding from this grant will be largely passed through to Calaveras County Water District for the West Point Water Supply Reliability Project. About five percent of the grant will be applied to UMRWA grant administration costs. With CCWD having demonstrated that it has fulfilled grant eligibility requirements (e.g. certification that CCWD complies with state groundwater and urban water management plan and other obligations) staff is recommending the Board approve the four above actions that are necessary to secure the grant and establish the requisite administrative support.

Proposition 1 Grant Agreement

This grant agreement obligates the state to provide \$556,447 of Prop 1 Implementation Grant funding to UMRWA. These funds are then to be used for CCWD's West Point Water Supply Reliability Project. The agreement also obligates UMRWA to ensure the CCWD project is carried out consistent with the terms of the grant agreement. This grant agreement is similar to previous agreements with DWR for IRWMP grants.

DWR has requested a resolution from the UMRWA board naming an authorized representative and approving the use of e-signatures for document execution. That resolution is included here (below).

Grant Implementation Agreement with CCWD

The UMRWA – CCWD Grant Implementation Agreement describes the roles and obligations of UMRWA and CCWD as the grant recipient and project sponsor, respectively. Many of UMRWA’s obligations contained in the Proposition 1 Grant agreement are assigned to CCWD as the project owner.

Woodard & Curran Grant Administration Support Services Proposal

As noted above, about five percent (\$28,972) of the grant award is set aside for grant administration tasks. The majority of the administrative work will be performed by Woodard & Curran (W&C), including preparation of invoice packets to DWR for reimbursement of project related expenses, processing of CCWD’s invoices to UMRWA for payment of CCWD project invoices, and preparation of required quarterly Progress and Project Completion reports. These grant administration support services in the amount of \$24,972 are described in the W&C proposal. The remaining \$4,000 grant balance is set aside to cover UMRWA grant-related administration expenses.

Note: The agreements discussed in this agenda item are included in the separately transmitted Supplemental October 23, 2020 Agenda Materials Packet.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

RESOLUTION 2020-1

APPROVING THE PROPOSITION 1 GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF WATER RESOURCES AND AUTHORIZING THE EXECUTIVE OFFICER TO EXECUTE AND ADMINISTER THE GRANT AGREEMENT, AND TO USE ELECTRONIC SIGNATURES AS REQUESTED BY THE DEPARTMENT

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) is a Joint Powers Agency formed in 2000 to address water quality, water supply and environmental resource issues in the Upper Mokelumne River watershed and the Mokelumne-Amador-Calaveras (MAC) Integrated Regional Water Management Region; and

WHEREAS, the California Department of Water (DWR) has been delegated the responsibility for the administration of a portion of the Proposition 1 grant funds through the Integrated Regional Water Management (IRWM) Program, establishing necessary procedures; and

WHEREAS, in July 2020, DWR notified UMRWA that the Mokelumne-Amador-Calaveras Proposition 1 IRWM Implementation Grant Application had been awarded \$556,447 for implementation of the Calaveras County Water District's West Point Water Supply Reliability Project, and

WHEREAS, procedures established by DWR require a resolution certifying the approval of the grant agreement by UMRWA's governing board, designation of an authorized representative and approval to use electronic signatures for grant documents; then

BE IT HEREBY RESOLVED by the UMRWA Board of Directors, that this Board:

- Approves the MAC Region Proposition 1 Grant Agreement with DWR; and
- Designates the UMRWA Executive Officer, or his designee, as agent to conduct all negotiations, execute and submit all documents, including, agreements, payment requests, reports and so on, as necessary for project completion; and
- Approves the use of electronic signatures by the UMRWA Executive Officer or his designee for executing the grant agreement and grant documents.

ADOPTED this 23rd day of October 2020

BY:

ATTEST:

Board Chair

Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: **4**

Meeting Date: October 23, 2020

Title:

Youth Watershed Stewardship Program 2021 Agreement

Recommended Actions:

Approve the agreement with the Mother Lode Land Trust for the year ending December 31, 2021 and authorize the Executive Officer to execute the agreement.

Summary:

Since 2006 UMRWA has annually provided funds to support the local public schools Youth Watershed Stewardship Program (YWSP). The program is facilitated under an agreement between UMRWA and the Mother Lode Land Trust (MLLT), which sponsors the YWSP in partnership with Stewards Through Education (STE).

Discussion:

An agreement with MLLT to conduct the YWSP for calendar year 2021 is presented for the Board's approval today. The \$16,500 funding for this agreement is included in the FY2021 budget approved by the Board on July 24. The terms of the recommended agreement (copy attached) are comparable with prior year agreements, including the recent additional provision acknowledging COVID-19 uncertainties and how they may impact public schools.

The Scope of Work for next year includes the following three tasks.

- Annual Implementation – Conduct in-service training to teachers in elementary, middle, school classrooms in Calaveras, Alpine and Amador Counties to implement use of STE website (including the forest health curriculum) and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP), and the Classroom Aquarium Education Program (CAEP). Expand CAEP to upcountry and Alpine County schools including release of CAEP trout into local streams.
- Program Support – Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.
- Elementary and High School Programs - Coordinate and conduct outdoor field experiences with community partners for grades 5-12 (with special attention to the involvement of Forestry Challenge students) and a focus on “Healthy Forests Healthy Watersheds” in Calaveras County and Amador County.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (Agreement) is entered into as of October 23, 2020 by and between Mother Lode Land Trust (MLLT), 501c3 a nonprofit public benefit corporation, and Upper Mokelumne River Watershed Authority (Authority), a joint powers agency formed pursuant to the laws of the State of California.

RECITALS

A. MLLT and UMRWA have a common objective to develop and promote a cost effective Youth Watershed Stewardship Program (YWSP) that builds on local working relationships for the conservation and wise use of water in the areas served by UMRWA members.

B. MLLT and UMRWA have determined it to be in their mutual interests to establish a contractual relationship whereby collaborative watershed education efforts between teachers, students, community partners and UMRWA members may be established through the YWSP.

C. Authority desires to engage MLLT, and MLLT desires to be engaged by Authority, to provide consulting services to perform certain tasks necessary to develop and implement the YWSP, in accordance with the terms and conditions set forth in this Agreement.

D. Authority is not financing the Agreement but is relying on contributions from its Members to fund the activities set forth herein.

NOW THEREFOR, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY THE MLLT

MLLT will introduce the tasks as specified in the Scope of Work & Budget (Exhibit A, attached and incorporated by this reference) for the following Amador and Calaveras County schools, and perform Exhibit A tasks in those schools where an invitation is received, provided that MLLT will provide services in at least three fourths of schools listed below:

Amador County

Jackson Elementary
Jackson Middle School
Ione Elementary
Pine Grove Elementary
Pioneer Elementary
Sutter Creek Elementary
Plymouth Elementary
Sutter Creek Primary
Ione Middle School
Argonaut High School
Amador High School
Mountain Oaks (Amador)

Calaveras County

Copperopolis Elementary

Hazel Fisher Elementary
Jenny Lind Elementary
Mark Twain Elementary
Mokelumne Hill Elementary
Railroad Flat Elementary
San Andreas Elementary
Valley Springs Elementary
West Point Elementary
Avery Middle School
Toyon Middle School
Bret Harte High School
Calaveras High School
Mountain Oaks (Calaveras)
Christian Learning Center
Albert Michelson Elementary

MLLT will also target after school youth programs to encourage additional youth participation in the YWSP.

MLLT agrees to commence performance forthwith and to complete the Scope of Work in conformance with Exhibit A.

2. CHANGES IN SCOPE OF SERVICES. Both the Authority's Board of Directors and MLLT Board of Directors

must approve any extension of time, change order, change in the Scope of Work, change in the contract price, or other term or condition affecting MLLT's duties set forth herein. Any change to the terms and conditions of this Agreement not authorized in writing by the UMRWA Board of Directors and MLLT Board of Directors shall be null and void.

3. TERM OF AGREEMENT; TERMINATION. This Agreement shall begin January 1, 2021 and terminate automatically on successful completion of the Work, or on December 31, 2021. Either party may terminate this Agreement with or without cause on thirty- (30) days written notice. In the case of such early termination, MLLT shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
4. REPORTING AND COMPENSATION.
 - 4.1 MLLT shall submit invoices indicating activities performed and expenses incurred during the preceding invoice period. Invoices shall be submitted no more frequently than monthly and no less frequently than quarterly. All invoices shall be accompanied by a report containing the information referenced in section 4.3 below. No retention shall be required. The Authority shall pay undisputed charges within 30 days of receipt of invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to MLLT within 30 days of receipt of the invoice.
 - 4.2 Invoices (in PDF form) shall be submitted via email to Rob Alcott at robalcott@aol.com. Compensation to MLLT shall be paid in accordance with UMRWA's share of the compensation for each task included in the Scope of Work as set forth in Exhibit A. In no event shall UMRWA's share of compensation for completion of the Scope of Work exceed the maximum amount of **\$16,500**. Authority's payment of compensation is dependent upon Authority's receipt of funds for this Agreement from its Members.
 - 4.3 Each invoice submitted pursuant to this Section 4 shall be accompanied by a report containing the following information: (i) percentage of completion of each task listed in Exhibit A; (ii) schools, students, and teachers participating in the Program; (iii) field trips undertaken, (iv) material produced pursuant to this Agreement, and (v) any other activities funded through this Agreement.
5. SUPERVISION OF THE SCOPE OF WORK.
 - 5.1 MLLT shall be responsible for ensuring that the Scope of Work is properly performed. Authority shall deal only through the MLLT, who shall be responsible for the proper execution of the entire Scope of Work.
 - 5.2 MLLT shall be responsible to Authority for the acts and omissions of its employees, subcontractors, and their agents and employees, and any other persons performing any of the Scope of Work under a contract with MLLT.
6. ASSIGNMENTS. MLLT may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
7. MLLT NOT EMPLOYEE OF AUTHORITY. It is understood that MLLT is not acting hereunder as an employee of Authority but solely as an independent contractor. MLLT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. It is understood by MLLT and Authority that under no circumstance shall this Agreement be construed or be considered to create an employer-employee relationship or a joint venture.
8. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To MLLT: Mother Lode Land Trust
PO Box 1435
Jackson, CA 95642

To Authority: Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
18053 Camanche Parkway South
Valley Springs, CA 95252

With a copy to:
Gregory Gillott
Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

9. INDEMNIFICATION AND INSURANCE.

- 9.1 MLLT shall indemnify, defend (upon request of the Authority) and hold harmless the Authority and its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of counsel, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of MLLT and/or its officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the sole negligence or willful misconduct of the Authority or its agents or employees.
- 9.2 MLLT shall take out and maintain at all times during the term of this Agreement, a policy or policies of insurance as follows:
- (a) General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, and products liability.
 - (b) Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by MLLT in the performance of the work.
- 9.3 MLLT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority as evidence that the insurance required above is being maintained. MLLT agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, MLLT agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year.
- 9.4 Certificates of insurance must provide that the insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and shall state that the Authority, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers' compensation insurance policies.

- 9.5 MLLT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and MLLT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by the Authority prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by the Authority, either (i) MLLT's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) MLLT shall provide a financial guarantee, satisfactory to Authority, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 9.6 MLLT's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be in excess of the MLLT's insurance and shall not contribute with it.
- 9.7 In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. MLLT is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
10. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of the Authority and MLLT represents that he or she is fully authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

MOTHER LODE LAND TRUST, INC.

BY: _____
Richard Sykes, Executive Officer

BY: _____
Ellie Routt, Executive Director
(Federal Tax I.D. No.: 94-3137444)

Exhibit A – Scope of Work & Budget
Implementation of Youth Watershed Stewardship Program
(Jan. 1 – Dec. 31, 2021)

Description	Date of Completion	Subtotal w/o Admin.
Annual Implementation	12/31/2021	\$6,500
Conduct in-service training to teachers in elementary, middle, school classrooms in Calaveras, Alpine and Amador Counties to implement use of STE website (with new forest health curriculum) and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP), and the Classroom Aquarium Education Program (CAEP). Expand CAEP to upcountry and Alpine County schools including release of CAEP trout into local streams.		
Program Supported	12/31/2021	\$2,400
Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.		
Watershed Alive! Days and Stewards of the Watersheds. Elementary-High School Program	12/31/2021	\$5,125
Coordinate and conduct outdoor field experiences with community partners for grades 5-12 (with special attention to the involvement of Forestry Challenge students) and a focus on “Healthy Forests Healthy Watersheds” in Calaveras County and Amador County.		
Subtotals w/o Administration		\$14,025
MLLT Administration & Accounting		\$ 2,475
Total		\$ 16,500

COVID-19 School changes may impact some of the deliverables in this Scope of Work. For example, in classroom Programs may change to virtual platforms and additional fieldtrips may be required to meet Social Distancing guidelines. All work performed will be conducted in a manner that will best capture the essence of the STE Program and stay within budget. Any changes will be presented to UMRWA per this agreement and will be highlighted in the invoicing and grant reporting.



Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: October 23, 2020

Title:

Amador-Calaveras Consensus Group Memorandum of Agreement

Recommended Action:

Authorize the Executive Officer to sign the Amador-Calaveras Consensus Group (ACCG) Memorandum of Agreement.

Summary:

The ACCG is an informal, community-based group of diverse stakeholders that works to create fire-safe communities, healthy forests and watersheds, and sustainable local economies. Its members include state and federal agencies, business owners, nonprofit organizations, elected officials and private individuals. The group focuses on a triple-bottom-line approach to environmental, economic and community issues. It makes decisions by consensus and works primarily in the upper Mokelumne River and Calaveras River watersheds east of Highway 49. The ACCG first convened in 2008. The ACCG has been a key player in forest health initiative in the Mokelumne Watershed and close coordination with them will be essential to a successful Forest Projects Plan.

Recently UMRWA was approached about joining the ACCG as a member by signing onto the groups' MOA. UMRWA was also asked to participate in the ACCG Administrative and Funding Work Groups. UMRWA Board member Farrington has regularly attended ACCG meetings with UMRWA staff periodically participating, but this would formalize UMRWA's role as a member and commit it to participating on an on-going basis. There is no financial commitment associated with signing the MOU other than paying for staff participation which can be accommodated within UMRWA's existing budget.

The MOA details how members will work together, the structure of the organization and the basic policies and procedures for key organizational functions. The MOA does not impose any legally binding requirements on the individuals and entities that sign it. Members recognize and respect that each participant is first bound to their organization and within their organization's constraints bring what resources that they can to the ACCG's efforts.

It is anticipated the Director Farrington will continue to attend the monthly General Meetings but will now actively represent UMRWA. UMRWA staff will also attend the General Meetings and participate in the Administrative and Funding Work Groups. More formal involvement in ACCG will support UMRWA's forest health efforts.

The ACCG MOA is included in the separately transmitted *Supplemental October 23, 2020 Agenda Materials Packet*.



Upper Mokelumne River Watershed Authority

Agenda No: 6

Meeting Date: October 23, 2020

Title:

Legislative Issues Update

Recommended Actions:

For discussion and possible action – legislative matters discussed by the Board.

Summary:

At the last UMRWA Board Meeting, staff was directed to prepare legislative support letters for AB 2421 (Quirk) and SB 1348 (Stern). The Quirk bill was signed by the Governor on September 29 and will expedite permitting of backup generators for cell towers. The Stern bill failed this year as it was not taken up on the Assembly floor. A brief summary of the Quirk bill and two budget bills of interest is provided below.

- **AB 2421 (Quirk) – Land use: permitting: wireless communications: emergency standby generators**
AB 2421 requires, until January 1, 2024, a local agency to administratively review an application to install an emergency standby generator at an existing macro cell tower site, in an expedited manner.
- **SB 74 (Mitchell) – Budget Act of 2020 -**
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB74
SB 74, one of the main budget bills, includes a provision related to public safety power shut-offs. SB 74 includes \$50 million in one-time General Fund moneys to address community power resiliency activities. Special districts with identified critical facilities or providing critical infrastructure are eligible for funding.
- **SB 823 (Committee on Budget and Fiscal Review) – Juvenile justice realignment: Office of Youth and Community Restoration -**
http://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201920200SB823
SB 823 is a budget trailer bill that pertains to the realignment of the Division of Juvenile Justice and contains intent language regarding the Pine Grove Youth Conservation Camp that provides fire prevention and response activities in the Mokelumne watershed. The bill states that it is “the intent of the Legislature and the administration that the youth fire camp at Pine Grove, whether through a state-local partnership, or other management arrangement, remain open and functioning to train justice-involved youth in wildland firefighting skills, and to retain the camp as a training resource for youth in California and create pipelines from Pine Grove to gainful employment.”