Upper Mokelumne River Watershed Authority

Regular Governing Board Meeting

Agenda
Friday, July 23, 2010 – 1:00 p.m.
McLean Hall, Pardee Center
Valley Springs, CA 95252

ROLL CALL:

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT: When responding to items not listed on the agenda the Board is limited by state law to providing a brief response, asking clarifying questions, or referring a matter to staff.

AUTHORITY BUSINESS:  

1. (a) Meeting Minutes of April 23, 2010  
1. (b) Selection of Governing Board Vice Chair  
2. Update on DWR’s Prop 84 Grant and IRWM Programs  
3. Implementation Grant Candidate Project Options  
4. Obligations Tied to Acceptance of IRWM Grant Funding  
5. Proposed FY2011 Budget and Funding Formula  
6. Executive Officer Contract for FY2011  
7. Letter Commenting on MORE Water Project draft EIR  
8. Treasurer’s Report – 3rd Quarter FY2010  
9. Proposed October Board Meeting Date Change  

BOARD MEMBER COMMENTS

10. Board Member Comments

EXECUTIVE OFFICER REPORT

11. Executive Officer’s Oral Report

ADJOURNMENT: Next Regular Meeting: Proposed for October 1, 2010 at 10 a.m. (Agenda Item 9)

Requests for disability-related modification or accommodation, including auxiliary aids or services may be made to April Hughes at 209.772.8340 or to april@ebmud.com by no later than 24 hours in advance of the meeting.
Title:
Meeting minutes of April 23, 2010

Recommended Action:
Approve the regular meeting minutes of April 23, 2010

Summary:
The summary minutes of the April 23, 2010 regular Governing Board meeting are attached for Board review and approval.
Friday, April 23, 2010 – 1:00 p.m.
Governing Board
Upper Mokelumne River Watershed Authority
McLean Hall – Pardee Center – Valley Springs, CA

Summary Minutes

ROLL CALL

Directors Terry Woodrow, Ted Novelli, Bill Condrashoff, Bob Dean, Donna Leatherman, Hank Willy, and Chairperson John Coleman were present along with Executive Officer (EO) Rob Alcott, Authority Counsel Martha Shaver, and Authority Secretary April Hughes. Eight visitors and staff were in attendance as well.

PUBLIC COMMENT - none

AUTHORITY BUSINESS

1. Approve the Regular Meeting Minutes of January 22, 2010

Motion 07-10 – Motion to approve the minutes from the January 22, 2010 regular meeting was made by Director Condrashoff, seconded by Director Novelli, and carried by roll call vote: Yea 6 – Nay 0 – Abstain 1 (Dean)

2. Selection of Authority Vice Chairperson

With Amador Water Agency’s (AWA) appointment of Bill Condrashoff to serve on the Authority Governing Board, the Board will need to replace past UMRWA Vice Chairperson Terry Moore. The Board may consider appointing a new Governing Board Vice Chairperson at this time. Following discussion it was agreed that this item will be placed on the July 23 meeting agenda for action at that time.

3. Update on the Youth Watershed Stewardship Program

UMRW has provided funds to support the local public schools Youth Watershed Stewardship Program (YWSP) since Fiscal Year 2006. Through a series of four contracts with the Central Sierra Resource Conservation and Development District (CSRC&D), the sponsor of the YWSP, Authority members have provided about $121,000 in total funding to support the program’s creation and continuation.

At the invitation of the Governing Board, Mary Anne Garamendi presented an update report regarding the YWSP’s accomplishments since its inception. Mary Anne Garamendi and Terry Hampton provided highlights of the watershed and water-environment stewardship programs. Ms. Garamendi suggested that Authority members visit the school program website (www.steonline.org) to become more familiar with the programs.

4. Update on DWR’s Integrated Regional Water Management Plan Guidelines and Grant Programs

Following discussion the Board approved the following motion.

Motion 09-10 – Motion to ratify the comments submitted by the EO to DWR recommending that the Planning Grant local match requirement be eliminated or reduced to no more than 25%, and that the maximum grant award be limited to $500,000, made by Director Dean, seconded by Director Woodrow, and carried by roll call vote: Yea 7 - Nay 0.
5. Implementation Grant Approach and Process

To support the preparation of an Implementation Grant application this year the Authority has hired RMC Consultants and budgeted $22,500 for associated costs. With DWR indicating that applications may be due as early as August the Authority’s approach to this grant opportunity, of which there are two, will need to be determined today. One approach is negotiating a grant sharing agreement with the other three regions in our funding area (GBA, East Contra Costa Co, and Madera County). The other approach is preparing and submitting an application per the program’s requirements. An analysis of these two options was presented by the EO and discussed by the Board with the Board favoring the latter option.

Motion 10-10 – Motion to (1) approve the draft list of candidate projects to be used as the preliminary basis for UMRWA’s Implementation Grant application, and (2) approve the preparation of an Implementation Grant application and authorize the EO to follow the process and schedule as presented, made by Director Wilensky, seconded by Director Dean, and carried by roll call vote: Yea 7 - Nay 0.

6. Planning Grant Application

To support the preparation of a Planning Grant application this year the Authority has hired RMC Consultants and budgeted $15,750 for associated costs. With DWR indicating that applications may be due in early August the preparation of the application must begin soon. The suggested process and schedule for doing so were reviewed and discussed by the Board.

Motion 11-10 – Motion to approve the preparation of a Planning Grant application and authorize the EO to follow the process and schedule as presented, made by Director Dean, seconded by Director Willy, and carried by roll call vote: Yea 7 - Nay 0.

7. Fractured Rock Groundwater Study Proposal for Local Groundwater Assistance Grant

At the January 22 meeting the Board authorized the Executive Officer to work with member agency representatives to develop a fractured rock groundwater project description and other material necessary for a 2010 LGA grant application, and that the project description and related LGA information be presented to the UMRWA Board at this meeting for possible action.

Motion 12-10 – Motion to authorize the Executive Officer, in coordination with member agency staff, to develop and submit a LGA application, made by Director Dean, seconded by Director Wilensky, and carried by roll call vote: Yea 7 - Nay 0.

8. MOU with San Joaquin & US Bureau of Reclamation – IRCUP Plan of Study

The Inter Regional Conjunctive Use Project (IRCUP) has been discussed as a potential water resource project by UMRWA and others for several years. The concept behind the IRCUP is to divert high seasonal river flows to underground storage in San Joaquin County for later withdrawal and use by the potential project partners (Amador and Calaveras, East Bay MUD, and San Joaquin agencies). Storing this water underground will also help offset San Joaquin’s ongoing groundwater overdraft condition.

The US Bureau of Reclamation has received a $250,000 appropriation to conduct what is being called a Gap Analysis, and then based on that analysis, expand the Plan of Study to consider the IRCUP. The Gap Analysis will identify what additional engineering, environmental, and economic studies and investigations are needed to supplement previously completed MORE WATER Project study efforts to encompass the broader IRCUP concept.
project. USBR will then update the previously drafted POS which will serve as its guide for evaluating the engineering, environmental and economic considerations of the broader IRCUP.

A MOU between UMRWA, the MRWPA and the US Bureau of Reclamation has been drafted to facilitate participation by UMRWA member agencies in the USBR's study process. The MOU is proposed as an effective way to engage the participation of agencies representing the interests of the broader region (specifically Amador, Calaveras and East Bay MUD).

**Motion 13-10** – Motion to Authorize the Executive Officer to execute a MOU with the Mokelumne River Water and Power Authority and the USBR to include UMRWA as a participant in the Bureau’s preparation of a Gap Analysis and updated Plan of Study (POS) for the Integrated Regional Conjunctive Use Project (IRCUP), made by Director Dean, seconded by Director Condrashoff, and carried by roll call vote: Yea 7 - Nay 0.

The MOU the EO is hereby authorized to execute must ensure that: the MOU is only in effect for the development of a Gap Analysis and POS Update; UMRWA has no funding obligations; and URWMA and MRWPA will have equal roles in the review and approval of USBR work products. The MOU must also first be reviewed and approved by Authority Counsel.

9. **FY 2010 Straw Man Budget Proposal**

Following the challenging process of developing the FY 2010 budget the Authority Board formed the Board Advisory Committee (BAC) and assigned it the task of “evaluating Authority budget and revenue issues”. At its March 19, 2010 meeting the Board Advisory Committee reviewed several issues associated with the development and adoption of recent Authority budgets. The discussion concluded with a request to the Executive Officer to develop a ‘straw man’ FY2011 budget and to send the straw man budget to BAC members for sharing with their respective agency boards and staff.

**Motion 14-10** – Director Dean moved to table this item until the July meeting, seconded by Director Condrashoff, and carried by roll call vote: Yea 7 - Nay 0.

10. **Treasurer’s Report – 1st Quarter FY 2010**

The EO summarized the revenue and expense details contained in the 1st Quarter Treasurer’s Report and said that each member would be emailed a copy of the report.

**Motion 15-10** – Motion to Accept the 1st Quarter Treasurer's Report for filing made by Director Woodrow, seconded by Director Willy, and carried by roll call vote: Yea 7 - Nay 0.

**ADJOURNMENT:**

Director Coleman adjourned the meeting at 3:45 p.m.

**Next Regular Meeting:** July 23, 2010 at 1:00 p.m.

**SUBMITTED BY**

April Hughes, Authority Secretary

**APPROVED:** July 23, 2010

_________________________________

Chair of the Board
Title:
Selection of Governing Board Vice Chair

Recommended Action:
Select a new Vice Chair

Summary:

With Amador Water Agency’s (AWA) appointment of Bill Condrashoff to serve on the Authority Governing Board, the Board will need to replace past UMRWA Vice Chairperson Terry Moore. A new Governing Board Vice Chairperson may be appointed at this time.

Section 5.4(a) of the Authority’s First Amended Joint Exercise of Powers Agreement specifies that the Vice Chair is to be selected by the Board.
Title:

Update on DWR’s Proposition 84 Grant and Integrated Regional Water Management Programs

Recommended Action:

Authorize the EO to (1) prepare and submit the Planning Grant application by the anticipated late September deadline, and (2) develop an Implementation Grant application task schedule for review with the Board at the October meeting.

Summary:

The Department of Water Resources, which is largely responsible for carrying out Proposition 84 water-related grant programs including the Integrated Regional Water Management (IRWM) Program, has not been able to meet its previously announced deadlines for IRWM grant programs of interest to UMRWA. The table below shows DWR’s previously anticipated dates for implementing key grant program elements and the dates now being discussed as DWR’s likely schedule.

<table>
<thead>
<tr>
<th>Grant Program/Element</th>
<th>Previously Anticipated Dates</th>
<th>New Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of Final IRWM Guidelines and Proposal Solicitation Packets (PSPs)</td>
<td>Early July 2010</td>
<td>Early August 2010</td>
</tr>
<tr>
<td>Planning Grant application deadline</td>
<td>Early August 2010</td>
<td>Late September 2010</td>
</tr>
<tr>
<td>Implementation Grant application deadline</td>
<td>Early August 2010</td>
<td>Early Jan 2011</td>
</tr>
<tr>
<td>Local Groundwater Assistance application deadline</td>
<td>Early January 2011</td>
<td>Early March 2011</td>
</tr>
</tbody>
</table>

Planned Next Steps:

The anticipated delays in DWR’s grant programs will serve to slow UMRWA’s grant application efforts. When new dates are established by DWR (which will be specified in the Final IRWM Guidelines and PSPs) UMRWA staff and consultants will take the actions necessary to (1) prepare and submit the Planning Grant application by the anticipated late September deadline, and (2) develop an Implementation Grant application task schedule for review with the Board at the October meeting.
Title:
Implementation Grant Candidate Project Options

Recommended Action:
Authorize the Executive Officer to work with Project Proponents to further define the candidate projects listed below, and work with RMC consultants to assess the ‘competitiveness’ of the candidate projects under DWR’s final guidelines.

Summary:
At the April 23 meeting the Governing Board authorized the following actions be undertaken with regard to developing and submitting an UMRWA Implementation Grant application.

- At its scheduled May 26 meeting the RPC (the MAC Plan stakeholder group) will review and discuss the short list of candidate projects.
- On June 18 the Board Advisory Committee (BAC) will review Implementation Grant candidate project descriptions and funding amounts to be potentially included in the application.
- On July 23 the UMRWA Governing Board will be presented the grant application for approval.
- In late August/early September the Implementation Grant application will be submitted.

Following discussion at its May 26 meeting the RPC endorsed retaining several of the short-listed projects and agreed several additional projects should be further evaluated for possible inclusion in UMRWA’s Implementation Grant application. Following the meeting the organizations that are the proponents of the candidate projects agreed to prepare more detailed descriptions and cost estimates for their projects. These projects, which are summarized in the table below, and related project descriptions were reviewed by the BAC on June 18. The BAC endorsed presenting the projects proposed by the RPC to the full Board with the understanding that these projects will be further defined and evaluated and that the Governing Board will approve the specific projects to be included in the final grant application.
# Implementation Grant Candidate Projects

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Proponent</th>
<th>Estimated Cost</th>
<th>Local Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>West Point Water Main and Tank Replacement Project</td>
<td>CCWD</td>
<td>$1,451,500</td>
<td>N/A (DAC)</td>
</tr>
<tr>
<td>Lake Camanche Tank Rehabilitation &amp; Lateral Replacement Project</td>
<td>AWA</td>
<td>$ 539,126</td>
<td>N/A (DAC)</td>
</tr>
<tr>
<td>Leak Testing &amp; Repair Program – Amador Water System</td>
<td>AWA</td>
<td>$ 293,840</td>
<td>AWA - 25%</td>
</tr>
<tr>
<td>Gravity Supply Line Project</td>
<td>AWA</td>
<td>$ 350,000</td>
<td>AWA - 25%</td>
</tr>
<tr>
<td>E. Panther Creek Dam Removal &amp; Restoration</td>
<td>Foothill Conservancy</td>
<td>$ 210,000</td>
<td>FC - 25%</td>
</tr>
<tr>
<td><strong>Total Under Consideration</strong></td>
<td></td>
<td><strong>$2,834,466</strong></td>
<td></td>
</tr>
</tbody>
</table>

Summary descriptions and relevant project details, prepared by the Project Proponents, are included in the pages immediately following this one.
WEST POINT WATER MAIN and TANK REPLACEMENT PROJECT  
(CCWD)

Project Description
CCWD operates a domestic water system in West Point that serves approximately 560 connections and is seeking funding to replace key elements of its aging water system. The system is currently in such a deteriorated condition that the District estimates nearly 25 percent of the treated water conveyed to the system is lost due to leaking pipelines and leaking tanks. The water system is one of the oldest in the area and entirely sub-standard in terms of capacity to deliver fire flows and overall reliability to serve the community. This project will provide immediate improvement in water savings, water pressure, capacity, and fire flow for the community.

The proposed project consists of replacing deteriorating water mains and a leaking redwood water storage tank. The water main replacement will include 3,900-feet of 12-inch transmission main along Winton Road between the water treatment plant and downtown West Point and replacing an additional 2,700 feet of water mains within the downtown area along Main Street and Pine Street. A new 50,000-gallon steel water storage tank will replace a leaking redwood tank and 1,500 feet of galvanized steel line to the tank will be replaced with PVC pipe.

Construction Cost Estimate

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNITS</th>
<th>UNIT PRICE</th>
<th>COST ($)</th>
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<tbody>
<tr>
<td>8&quot; Pipe, PVC</td>
<td>3,610</td>
<td>LF</td>
<td>$50</td>
<td>$180,500</td>
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<tr>
<td>10&quot; Pipe, PVC</td>
<td>600</td>
<td>LF</td>
<td>$60</td>
<td>$36,000</td>
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<tr>
<td>12&quot; Pipe, DIP</td>
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<td>LF</td>
<td>$95</td>
<td>$370,500</td>
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<tr>
<td>8&quot; Gate Valves</td>
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<td>EA</td>
<td>$1,250</td>
<td>$10,000</td>
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<tr>
<td>10&quot; Gate Valves</td>
<td>2</td>
<td>EA</td>
<td>$1,500</td>
<td>$3,000</td>
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<tr>
<td>12&quot; Gate Valves</td>
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<td>EA</td>
<td>$2,300</td>
<td>$9,200</td>
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<tr>
<td>Pavement Replacement</td>
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<td>$132,000</td>
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<td>Fire Hydrants</td>
<td>14</td>
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<tr>
<td>Service Connections</td>
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<td>EA</td>
<td>$1,200</td>
<td>$78,000</td>
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<tr>
<td>Tie-Ins/ Connections</td>
<td>6</td>
<td>EA</td>
<td>$5,000</td>
<td>$36,000</td>
</tr>
<tr>
<td>Water Storage Tank</td>
<td>1</td>
<td>LS</td>
<td>$250,000</td>
<td>$250,000</td>
</tr>
</tbody>
</table>

Total Estimated Construction Cost  $1,183,200

Construction Contingency  10%  LS  $118,300

Subtotal  $1,301,500

Planning/Design/Engineering  6%  LS  $75,000
Construction Inspection/Admin.  6%  LS  $75,000

Total Estimated Project Cost  $1,451,500

Project Schedule
Project Duration: 280 Days
Environmental / CEQA Documentation - completed in 2007
Task 1 (60 days) - Finalize Plans, Bid Documents, and CalTrans & County encroachment Permits
Task 2 (40 days) - Bid and Award
Task 3 (180 days) – Construction
Lake Camanche Tank Rehabilitation & Lateral Replacement Project  
(AWA)

**Project Description:**

Lake Camanche Water Improvement District No. 7 (WID #7) is a groundwater system with a series of wells, storage tanks, hydro-pneumatic tanks and booster stations with an estimated yearly production of 100 million gallons that serves over 700 service connections.

This project would include the fabrication and installation flexible geomembrane liners in five (5) existing, leaking, redwood storage tanks. The redwood storage tanks often suffer from weather damage, general decay and small animal damage, usually at the high water level. In order to reduce water waste, the high levels of these tanks have been operationally lowered. Several iterations of lowering the tank high levels have significantly reduced the storage capacity of the tanks below their nominal capacity, several feet in some cases. These reduced storage capacities of the tanks have reduced the emergency availability of water during power failures, fire events, and drought situations by approximately 13%. While the Agency regularly makes modifications and corrections to infrastructure leaks; these old redwood storage tanks continue to be a substantial contributor to system water losses.

In addition to lining of the existing redwood tanks, this project proposes to replace 300 (approximately half) of the remaining polyethylene (“Poly-Tube”) service laterals within the system. These laterals were originally installed in the late 1970s and as they continue to age, the material becomes very brittle and subject to severe longitudinal cracking. Thus they regularly leak and fail, causing significant damage to other infrastructure and substantial water losses. Agency crews, on average, repair and replace twelve to twenty laterals each year as they fail.

**Project Benefits:**

Minimizing the system water losses will reduce maintenance, minimize lost revenue and reduce costs to this small disadvantage community. The installation of the liners will have the added benefit of improving the quality of the water caused from intrinsic issues associated with redwood tanks.

The Agency conducted a Median household income survey in 2005 for the Lake Camanche Unit 6 and Recreation Areas. The survey was compiled by Mercy Housing of Sacramento and established that the community is disadvantaged at a Median Household Income of $36,000 - $36,999. The income levels of the Lake Camanche Village home owners have further been reduced with the current economy and another Median Household survey is currently underway and planned to be completed by July 1, 2010. It is expected that median household income will be reduced significantly.

**Approvals/Permits Received and Still Needed:**

Approvals/Permits Received: None

Approvals/Permits Required: Amador County Encroachment Permit; CA Department of Public Health

**Estimated Cost & Source of 25% Local Match:**

The Engineers Estimate of Probable Costs for the geomembrane liner portion of the project is $249,726 and an additional $289,400 for the lateral replacement portion of the project for a total project cost of $539,126. The Amador Water Agency is seeking $539,126 to reduce the financial burden on this small disadvantaged community. Since this is a disadvantaged community, there is no local match requirement.
Leak Testing & Repair Program – Amador Water System
(AWA)

Project Description:

The Amador Water Agency operates the Amador Water System which conveys water to the cities of Amador City, Ione, Jackson, Plymouth, Sutter Creek and portions of unincorporated Amador County. Significant portions of the water conveyance system were constructed nearly sixty (60) years ago. These water conveyance pipelines are inefficient and wasteful in conveying available water resources within the Amador Waters System due to leakage.

The Agency proposes to implement a system of eighteen “master meters” on key pipelines within the Amador Water System to determine those which have significant leakage and thus the greatest need for repair or replacement. This portion of the Amador Water System served by the Tanner Water Treatment Plant currently experiences 6% water loss while the portion served by the Ione Water Treatment Plant experiences 9% water loss.

This project was identified in the 2006 Mokelumne/Amador/Calaveras Integrated Regional Water Management Plan as Project 5.4.26.

Project Benefits:

This program will help maximize existing water resources for domestic, commercial and agriculture uses. Other benefits include water conservation via a reduction in water loss, improved water quality, environmental protection, and water supply reliability.

Approvals/Permits Received and Still Needed:

Approvals/Permits Received:

- None

Approvals/Permits Required:

- Amador County Encroachment Permit
- Various City Encroachment Permits

Estimated Cost & Source of 25% Local Match:

The Engineers Estimate of Probable Costs for total project is $293,840.

Amador Water Agency anticipates providing in-kind Agency Staff labor to meet the 25% local match requirement.
Project Description:

The Amador Water Agency (Agency) has defined service boundaries coterminous with those of Amador County, California. The Agency currently operates the Central Amador Water Project (CAWP) system, which serves the Pine Grove, Mace Meadow, Ranch House, Buckhorn, Pioneer, and surrounding areas generally along Highway 88 in central Amador County. The treatment plant for the CAWP system, the Buckhorn Water Treatment Plant (BWTP), takes its source water from Pacific Gas and Electric’s (PG&E) Tiger Creek Afterbay on the Mokelumne River. The current conveyance system utilizes two pump stations and a tar coated steel pipeline, originally constructed in the late 1970s, to lift the water up to the Buckhorn Water Treatment Plant at an elevation of 3450’.

The Gravity Supply Line project would provide raw water to the treatment plant by gravity flow, significantly reducing the escalating pumping costs, and provide a source water conveyance system with costs that have a defined end. Additionally, it will provide system source redundancy, something currently lacking in the CAWP system. The proposed project consists of approximately 34,700 feet of twenty inch and twenty-four inch pipeline from the Tiger Creek Regulator to the Buckhorn Water Treatment Plant. The Tiger Creek Regulator Reservoir’s elevation is high enough above the Treatment Plant to provide source water by gravity flow and is the largest and most secure source available for this project.

Project Benefits:

The current annual power demand to operate the pumps in the existing system is approximately 2,200,000 KwH. The two pump stations in the system have a capacity of 1500 gallons per minute, that on peak days are running at capacity for approximately 20 hours a day. These pumps are those originally installed in the 1970’s and have never been replaced, only undergone repeated maintenance and tune-up programs. Thus the expected remaining useful life of these pumps at these operating rates is relatively short. Any failure of a pump will result in reduced water production until it can be replaced, and a failure of a pump station or the existing pipeline could result in water outages until it is replaced.

Furthermore, there is no redundancy in the existing pumped system, because the system depends on grid power to run the pumps to move water, any power outages could result in water outages. A failure in either of the pump stations could result in lengthy water outages for the entire CAWP system, and a pipeline break would very likely result in water outages for the entire CAWP system until the pipeline was repaired.

Approvals/Permits Received and Still Needed:

Approvals/Permits Received:

- Stormwater Construction General Permit
- Army Corps of Engineers Nationwide 12 Permit

Approvals/Permits Required:

- Amador County Encroachment Permit
- Amador Air District Permit
- Caltrans Encroachment Permit
- Department of Fish & Game 1600 Permit
• State Water Resources Control Board 401 Permit
• PG&E Approval
• FERC Approval (change in diversion point)

**Estimated Cost & Source of 25% Local Match:**

The Engineers Estimate of Probable Costs for the total project is $13,939,000. Amador Water Agency is seeking $350,000 to help offset a small portion of the construction costs on the small CAWP customer base. The balance of the project costs are anticipated to come from a $5.1 million grant and $8.5 million low interest loan from USDA. A portion of the community is disadvantaged, but likely the service area as a whole would not qualify as disadvantaged.

Amador Water Agency anticipates providing in-kind Agency Staff labor relative to the design and construction of the Gravity Supply Line greater than the 25% local match requirement.
Title:

Obligations Tied to Acceptance of Integrated Regional Water Management Grant Funding

Recommended Action:

(1) Acknowledge UMRWA’s obligations as Grant Applicant noted below and authorize the Executive Officer to continue with tasks related to completion of Implementation and Planning Grant applications.

(2) Direct the Executive Officer to formally communicate applicable requirements and obligations noted below to potential Project Proponents AWA, CCWD and Foothill Conservancy and request confirmation from them that these requirements and obligations will be fulfilled for any Implementation Grant awarded.

Summary:

Under the proposed Integrated Regional Water Management (IRWM) grant guidelines, there are two types of IRWM program participants. These are:

- The Grant Applicant, which is an entity that prepares and files an application for funding under the provisions of Proposition 84. (UMRWA for our MAC Region)
- The Project Proponent, which is an entity that has primary responsibility for a specific project within a grant proposal. Project Proponents receive grant funds through their relationship with the Grant Applicant. (Based on the Implementation Grant candidate projects under consideration, this may include AWA, CCWD and Foothill Conservancy.)

The grant guidelines state that the Department of Water Resources will require Grant Applicants and Project Proponents to fulfill certain requirements and obligations before or in conjunction with receiving Proposition 84 grant funding. These are shown below.

**UMRWA OBLIGATIONS AS GRANT APPLICANT**

<table>
<thead>
<tr>
<th>“IMPLEMENTATION GRANT” REQUIREMENTS</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>The IRWM region must have been accepted into the IRWM Program through the 2009 Region Acceptance Process.</td>
<td>DONE: UMRWA and the MAC region were accepted in December 2009.</td>
</tr>
<tr>
<td>The region’s IRWM plan adopted before September 30, 2008</td>
<td>DONE: The MAC Plan was adopted in 2006.</td>
</tr>
<tr>
<td>The regional water management group must enter into a binding agreement with DWR to update, within two years of the execution</td>
<td>UMRWA will be required to enter into an agreement with DWR to update the MAC Plan and to undertake efforts to address water-</td>
</tr>
</tbody>
</table>
date of the Implementation Grant agreement, the IRWM Plan to meet the new Guidelines; and the must undertake all reasonable and feasible efforts to take into account water-related needs of DACs in the IRWM region.

**Fiscal Statements**

UMRWA must submit audited financial statements for each agency or organization proposed to receive grant funding. The submittal must also include: balance sheets, sources of income and uses, description of existing debts, and annual budget; enterprise fund details, if applicable; cash reserves and planned uses of those reserves; and any loans required for project funding and repayment method.

**“PLANNING GRANT” REQUIREMENTS**

The IRWM region must have been accepted into the IRWM Program through the 2009 Region Acceptance Process. DONE: UMRWA and the MAC region were accepted in December 2009.

**PROJECT PROPOSER (AWA, CCWD, FC) REQUIREMENTS AND OBLIGATIONS**

**IRWM PROGRAM REQUIREMENTS** (applicable to Implementation Grants)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urban Water Management Plan</td>
<td>To receive grant funding, AWA and CCWD (both ‘urban water suppliers’) must have UWMPs.</td>
</tr>
<tr>
<td>AB1420 compliance (water conservation)</td>
<td>AWA and CCWD must be implementing specified water conservation BMPs.</td>
</tr>
<tr>
<td>Water Code 529.5 compliance (water metering)</td>
<td>AWA and CCWD must demonstrate they meet the water metering requirements in CWC § 525 et seq.</td>
</tr>
<tr>
<td>Fiscal Statements</td>
<td>Project Proponents must submit audited financial statements, along with balance sheets, sources of income and uses, description of debts, annual budget, enterprise fund details, cash reserves; and any loans for project funding and repayment method.</td>
</tr>
<tr>
<td>CEQA/NEPA</td>
<td>Project Proponents must demonstrate to DWR’s satisfaction that their projects comply with applicable requirements of CEQA and NEPA.</td>
</tr>
</tbody>
</table>
Title:
Proposed UMRWA Fiscal Year 2011 Budget

Recommended Action:
Approve the proposed FY2011 Authority budget and authorize the Executive Officer to transmit assessment payment requests to AWA, CCWD and EBMUD based on the 25-25-50 funding formula.

Summary:
At its April 23 meeting the Governing Board reviewed a ‘straw man’ FY2011 budget and discussed the issue of member agency funding amounts. A funding formula option was proposed whereby AWA and CCWD would each contribute 25% and EBMUD 50% of the funding needed to support the FY2011 budget. Following Board discussion Director Coleman agreed to review the 25-25-50 funding formula option with the EBMUD Board and staff and provide a response to this proposal in time for this meeting. EBMUD has since tentatively indicated that it will provide the funds to support 50% of the budget.

Discussion:
The proposed FY2011 UMRWA budget is attached. The tasks and activities supported by the proposed budget are summarized in the attachment. The proposed budget is identical to the ‘straw man’ budget reviewed at the April Board meeting with two exceptions. First, the Board/Authority Administration element (EO contract) is now $36,000, or $3,000 above the straw man budget amount. This $3,000 has been added to fund anticipated IRWM-related work (an additional 25 hours) pending DWR’s Implementation and Planning grant award decisions. Second, the STE Program budget is now $16,500 (rather than $18,000) which is the same amount provided in FY2010.

Highlights of Proposed FY2011 budget vs. Adopted FY2010 budget

<table>
<thead>
<tr>
<th>Activity/Task</th>
<th>Proposed FY2011</th>
<th>Adopted FY2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>EO Contract</td>
<td>$36,000</td>
<td>$27,000</td>
</tr>
<tr>
<td>School Watershed Program (STE)</td>
<td>$16,500</td>
<td>$16,500</td>
</tr>
<tr>
<td>Prop 84 Implementation Grant prep</td>
<td>0</td>
<td>$22,500</td>
</tr>
<tr>
<td>Prop 84 Planning Grant prep</td>
<td>0</td>
<td>$15,750</td>
</tr>
<tr>
<td>Maintain MAC Plan process</td>
<td>0</td>
<td>$16,500</td>
</tr>
<tr>
<td>Prop 84 Planning Grant ‘local match’</td>
<td>$75,000</td>
<td>0</td>
</tr>
<tr>
<td>Mokelumne Forum support</td>
<td>$3,000</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$130,500</td>
<td>$98,250</td>
</tr>
</tbody>
</table>
To avoid the difficulties encountered last year the FY2011 UMRWA budget should be adopted today. This is the Board’s last regular meeting prior to the end of the 2010 fiscal year (which ends September 30).

**Member agency contributions not reflected in UMRWA budget:**

In addition to the budgeted expenses incurred during the course of each fiscal year by UMRWA, there are other costs that are neither reflected in the budget nor otherwise specifically accounted for. These off-budget activities are essential to maintaining UMRWA as an effective and viable public agency and are noted below to ensure the contributing member agencies are acknowledged for these essential contributions.

Amador County
- Legal services, including Authority Counsel
- Meeting support, including meeting room facilities

Calaveras County Water District
- Webpage support for the MAC Plan and update

East Bay MUD
- Accounting services, including treasury and annual UMRWA financial audit
- Administrative support, including Authority Secretary
- Meeting support, including meeting room facilities
## Proposed FY2011 Budget

**Based on 25-25-50 funding formula**

<table>
<thead>
<tr>
<th>TASKS/ACTIVITIES</th>
<th>PROGRAM</th>
<th>ELEMENT</th>
<th>UMRWA (Total $)</th>
<th>AMADOR AGENCIES (25%)</th>
<th>CALAVERAS AGENCIES (25%)</th>
<th>EBMUD (50%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board and Authority Admin</td>
<td>(1) EO Contract &amp; Expenses</td>
<td>36,000</td>
<td>9,000</td>
<td>9,000</td>
<td>18,000</td>
<td></td>
</tr>
<tr>
<td>Watershed Management</td>
<td>(2) Public Outreach (STE Schools Program)</td>
<td>16,500</td>
<td>4,125</td>
<td>4,125</td>
<td>8,250</td>
<td></td>
</tr>
<tr>
<td>Water Conservation</td>
<td>(3) Implementation Grant Administration</td>
<td>TBD (P-84 funds)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Integrated Regional Planning</td>
<td>(4) Planning Grant ‘Local Match’</td>
<td>75,000</td>
<td>18,750</td>
<td>18,750</td>
<td>37,500</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(5) Planning Grant Administration</td>
<td>TBD (P-84 funds)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Water Resource Projects</td>
<td>(6) Local GW Assistance Grant</td>
<td>TBD (P-84 funds)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(7) Multi-Region Water Resource Efforts</td>
<td>3,000</td>
<td>750</td>
<td>750</td>
<td>1,500</td>
<td></td>
</tr>
<tr>
<td><strong>BUDGET TOTAL &amp; ASSESSMENTS</strong></td>
<td></td>
<td>130,500</td>
<td>32,625</td>
<td>32,625</td>
<td>65,250</td>
<td></td>
</tr>
</tbody>
</table>

**PROPOSED FY2011 BUDGET TASKS/ACTIVITIES:**

1. **Board and Authority Admin** – Ongoing basic tasks, including; quarterly board meetings and preparation of agenda materials, quarterly BAC meetings/associated work, tracking and reconciling budget and quarterly financial reports, annual audit support, preparing and adjusting the annual work plan and budget, and communicating with agencies/individuals re Authority activities and related business.

2. **Youth Watershed Stewardship Program (STE)** – Continue the Amador and Calaveras public schools classroom and field trip program dealing with water and water resource subjects.

3. **Implementation Grant Admin** – TBD. This task will depend on the success of the planned UMRWA Prop 84 Implementation Grant application. If awarded (awards expected late 2010), the grant will provide funding for grant administration expenses (tentatively, no member funding anticipated).

4. **Planning Grant ‘Local Match’, MAC Plan Update** – Anticipating a Prop 84 Planning Grant award of say $300,000, a ‘local match’ will be required. This budget optimistically anticipates a 25% match (draft DWR rules say 50% match, which could be reduced from public review process as rules are finalized).

5. **Planning Grant Admin** – TBD. If the UMRWA Prop 84 Planning Grant application is successful, the grant will provide funding for grant administration expenses (tentatively, no member funding anticipated).

6. **Water Resource Projects** – If the anticipated LGA grant application for the Amador-Calaveras Fractured Rock Groundwater Study is awarded, the grant will provide funding for grant administration expenses (tentatively, no member funding anticipated). Thus no UMRWA tasks are planned-budgeted at this time. Also, support of the Mokelumne River Forum to cover an estimated $12,000 in meeting facilitation expenses. Anticipated Forum facilitation cost formula is: 50% DWR; 25% Northeastern San Joaquin County GBA; and 25% UMRWA (= $3,000).
Title:

Executive Officer Contract for FY2011

Recommended Action:

Approve an agreement with Rob Alcott in an amount not to exceed $36,000 to serve as the Authority’s Executive Officer for the period October 1, 2010 through October 31, 2011; and authorize the Board Chair to sign the agreement.

Summary:

To retain Mr. Alcott’s services through Fiscal Year 2011 the Governing Board must approve of a new agreement. The proposed contract provides for Mr. Alcott to continue serving as the Authority’s Executive officer for the period October 1, 2010 through October 31, 2011. (By including October 2011, a thirteenth month, in the term of the agreement, EO support through and including the regular October 2010 meeting may be provided without the need for amending the agreement if the term was specified to expire September 30). Article 5 of the Authority’s joint powers agreement provides “An Executive Officer shall be appointed by the Board which Executive Officer shall serve at the pleasure of the Board”.

The proposed contract amount is not-to-exceed $36,000 (compared to $60,000 in the current year agreement). This amount ($36,000) is specified as the contract limit because it corresponds to the FY2011 budget for Board and Authority Administration, a known amount at this time. However, an upward adjustment to this contract ceiling may be proposed at the October Board meeting to account for current year tasks which have not been completed by September 30 and the amount of associated unspent funds to be carried over to FY2011. Also, if Planning and/or Implementation grants are offered and accepted by UMRWA later this fiscal year then funding will also be available to UMRWA to cover grant administration costs.

The services to be provided are listed in Exhibit A of the agreement. Funding for the recommended contract is provided in the proposed Authority FY2010 budget.

A copy of the contract is attached.
CONSULTING AGREEMENT
for
UPPER MOKELOMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this ___ day of July 2010, by and between the UPPER MOKELOMNE RIVER WATERSHED AUTHORITY, a public entity, herein called "AUTHORITY" and ROB ALCOTT, herein called "CONSULTANT".

WITNESSETH

Whereas, AUTHORITY requires specialized consulting services related to the administration and conduct of the Authority’s business; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in public agency administration, his understanding of Member Agency needs and interests, and his ability to engage Member Agency representatives and others in constructive dialogue. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.

2. Compensation. AUTHORITY agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total costs shall not exceed the Agreement Ceiling of $36,000.

3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on October 1, 2010. The agreement shall terminate October 31, 2011 unless extended in writing as may be mutually agreed.

4. Billing and Payment. CONSULTANT shall invoice AUTHORITY monthly for services rendered, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice as approved in writing by the Authority Board President. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

5. Termination. This Agreement may be terminated by either party for cause or upon 10 days written notice, without cause, during the performance of the work. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the
event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.

6. **Release of Information.** CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY’s prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY’s legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7. **Independent Contractor and Professional Responsibility of Consultant.** CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as he may render and recommendations he may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that he will not represent that he is an employee or servant of AUTHORITY.

8. **Diligence.** CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.

9. **Notice.** Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:
   
   Gary Breaux, UMRWA Treasurer  
   c/o EBMUD  
   P. O. Box 24055  
   Oakland, CA 94623

   Rob Alcott  
   P.O. Box 383  
   Sea Ranch, CA 95497

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

10. **Indemnity.** CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY’S agents 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 Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively “Claims”), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT’S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.

11. **Insurance.** CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of $300,000/$500,000, covering CONSULTANT’S operation of his motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned.
12. **Retention of Records.** Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

13. **No Assignment or Modifications.** This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.

14. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

15. **Severability.** Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

16. **Time is of the Essence.** CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.

17. **No Discrimination.** There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

18. **Conflict of Interest.** CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.

19. **Terms.** Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2011. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELOMNE RIVER WATERSHED AUTHORITY**

By: ____________________________

John A. Coleman, Chair

**CONSULTANT**

By: ____________________________

Rob Alcott
EXHIBIT A

SCOPE OF CONSULTANT SERVICES

Governing Board and Authority Administration Program

1. Prepare Board meeting agendas and associated agenda item reports
2. Attend and actively facilitate Governing Board meetings
3. Prepare Board Advisory Committee agendas and associated agenda reports
4. Actively facilitate Board Advisory Committee conference call meetings and prepare meeting action summaries
5. Coordinate with and provide guidance to the Authority Secretary
6. Travel to Board meetings and other venues as necessary and appropriate to conduct the business of the Authority as described herein
7. Review and edit Governing Board minutes
8. Follow-up and implement Board actions
9. Communicate with Member Agency representatives in person or via telephone, email and/or correspondence as necessary and appropriate
10. Negotiate consultant contracts and scopes of work
11. Prepare and monitor the Authority budget
12. Present the Treasurer’s Report semi-annually
13. Facilitate preparation of annual independent audit
14. Perform other Authority-related tasks as may be directed by the Board

Watershed Management Program

1. Facilitate annual CSRC&D contract review, execution and compliance

Prop 84 Implementation Grant (Water Conservation Program)

1. In coordination with local agencies and organizations, and with the managed support of consultant RMC, prepare and submit a Prop 84 expedited grant application for Board approved implementation projects.

Integrated Regional Planning and Grant Program

1. Monitor DWR’s Planning Grant application review process, respond to related inquiries by DWR, and work with Authority Counsel to develop DWR grant agreement documents
2. Facilitate Regional Participants Committee (RPC) involvement in the MAC Plan update process, including travel to scheduled RPC meetings, consistent with budgeted funding.
EXHIBIT B

COMPENSATION

A. Consultant Hourly Rate - $125.00 per hour

B. Direct Costs

Direct costs incurred by CONSULTANT in fulfilling the services described in Exhibit A will be reimbursed by Authority. Eligible direct costs include the following.

- Vehicle mileage between CONSULTANT’s office and authorized travel locations (at applicable IRS rate).
- Parking.
- Extraordinary postage or overnight delivery charges.
- Reproduction/copying.
- Long distance telephone charges.
- Meals, transportation, lodging and other travel charges. Pre-approval required.
Title:
Proposed Letter Commenting on the San Joaquin County Integrated Conjunctive Use Program (ICUP) draft Programmatic EIR

Recommended Action:
Authorize the Executive Officer to sign and transmit the accompanying letter commenting on San Joaquin's ICUP draft Programmatic EIR.

Summary:
The Northeastern San Joaquin County Groundwater Banking Authority (GBA) published a draft Programmatic Environmental Impact Report (PEIR) for its Integrated Conjunctive Use Project (ICUP) in October 2009. The ICUP is strictly focused on providing water for San Joaquin County (SJC) interests. The PEIR alternatives include construction of various diversion structures to capture Mokelumne River flows. SJC applied for Mokelumne River water rights in October of 1990 and has obtained a hydropower preliminary permit from the Federal Energy Regulatory Commission. UMRWA members EBMUD, Amador Water Agency and Calaveras County Water District have filed protests to these water rights and FERC applications. This agenda item, which borrows liberally from a document prepared by EBMUD, describes a variety of potential concerns with the ICUP and the draft Program EIR that may be shared by UMRWA member agencies.

The accompanying draft comment letter includes a sentence requested by the Board Advisory Committee which clarifies that this UMRWA comment letter supplements the comments submitted previously and separately by some UMRWA member agencies.

Discussion:
The GBA’s ICUP is intended to meet the water needs of GBA members including SJC, the City of Stockton, Woodbridge Irrigation District, Stockton East Water District, North San Joaquin Water Conservation District, City of Lodi, South Delta Water Agency, Central Delta Water Agency, Central San Joaquin Water Conservation District, and California Water Service Company. Those needs include addressing projected future water demand, securing a reliable water supply, replenishing the over-drafted Eastern San Joaquin County Groundwater Basin and preventing additional saline intrusion into the basin.

The ICUP draft PEIR evaluates future water supply projects of GBA member agencies. For example, the City of Stockton proposes to expand a Delta Intake project that is currently under construction and Stockton East Water District proposes to expand their Farmington Groundwater Storage Program. These and other projects are included in one or more ICUP alternatives. All the ICUP alternatives are part of SJC’s MORE WATER Project in some form, with several alternatives calling for new diversion structures on Pardee Reservoir and/or downstream of Camanche Reservoir to capture Mokelumne River flows.
SJC does not have a water right to divert water from the Mokelumne River. SJC applied for Mokelumne River water rights in October of 1990 (Applications 29835 and 29855) and these applications are still pending before the State Water Resources Control Board. SJC also sought and obtained a hydropower preliminary permit from the Federal Energy Regulatory Commission (FERC), allowing SJC to conduct preliminary analyses and studies for the MORE WATER Project. UMRWA members EBMUD, Amador Water Agency and Calaveras County Water District have filed protests to these water rights and FERC applications.

The GBA’s PEIR assumes that SJC will have the ability to divert on average of up to 116 TAF per year from the Mokelumne River. The PEIR also assumes that SJC County will be relying on water rights held in reserve for Amador and Calaveras along with rights held by EBMUD. Diversion of these quantities of water by SJC could impair future efforts by Amador and/or Calaveras to exercise reserved Mokelumne water rights. These diversions could also compromise EBMUD’s long term water supply reliability and its efforts to fulfill requirements of the 1998 Joint Settlement Agreement with California Department of Fish and Game.
Subject: Comments on Eastern San Joaquin Basin Integrated Conjunctive Use Program (ICUP) Draft Programmatic Environmental Impact Report

Dear Dr. Lytle:

The Upper Mokelumne River Watershed Authority (UMRWA) is taking this opportunity to provide comments on the Draft Programmatic Environmental Impact Report (PEIR) being prepared for the Northeastern San Joaquin County Groundwater Banking Authority’s (GBA) Integrated Conjunctive Use Program (ICUP). UMRWA is a Joint Powers Authority representing nine member agencies (Amador Water Agency, Jackson Valley Irrigation District, Calaveras County Water District, Calaveras Public Utility District, Alpine County Water Agency, East Bay Municipal Utility District, and Amador, Calaveras, and Alpine Counties). Please note that this UMRWA comment letter is intended to supplement comments submitted previously and separately by UMRWA member agencies from Amador and Calaveras and EBMUD. We ask that you include responses to the comments expressed in this letter in your Final PEIR.

UMRWA is primarily concerned that the analysis in the Draft PEIR is based on the incorrect assumption that senior water rights held by UMRWA members, including water rights held in reserve for future use by Amador and Calaveras Counties, are readily available for use by San Joaquin County. This incorrect assumption is used as a basis for MORE WATER Project water yield estimates and is part of the four ICUP Alternatives presented in the Draft PEIR. Use of UMRWA member water rights by downstream interests has the potential to harm several of our member organizations and diminish the ability of UMRWA to protect and best utilize the water resources of the upper Mokelumne River. The potential harm and the effects of potentially diminished water supply should be better detailed in your program-level document. Without such a review, the PEIR lacks required content and context.

The attached table identifies a few of the locations in the Draft PEIR where consideration of UMRWA member agency water rights and interests has been neglected. If additional discussion is needed to better address our comments, please feel free to contact me.

Sincerely,

Rob Alcott,
Executive Officer

Attachment
Table 1


<table>
<thead>
<tr>
<th>Comment No.</th>
<th>Location in Document</th>
<th>Comment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>General Comment</td>
<td>The PEIR’s analysis of water supply reliability must assume that UMRWA members (including EBMUD, JVID, CCWD, CPUD, and AWA) will exercise their full Mokelumne Basin entitlements. Those rights include those held by all in reserve for use via State Filings (1927 filings). There are ICUP components, such as the MORE WATER Project, that incorrectly assume that said water rights are available for use by others (specifically, by San Joaquin County).</td>
</tr>
<tr>
<td>2</td>
<td>Chapter 4.2, p.4.2-25 cf. Appendix C, p. C-1-3</td>
<td>The text states that the MOCASIM hydrologic model of the Mokelumne River is publically available. It is our understanding that SJC and the GBA are unwilling to release the model. We view that it is necessary to be given an opportunity to review the model, in order to validate the findings of the PIER that are derived from MOCASIM runs.</td>
</tr>
<tr>
<td>3</td>
<td>Appendix C, Section 1.1, p. C-1-1.</td>
<td>A primary objective of the ICUP is to replenish the Eastern San Joaquin County overdrafted groundwater basin. Alternatives A and B rely significantly on a supply from the Mokelumne River that is only available 50 percent of the time at best. Given this constraint, how will the ICUP management objectives result in replenishment of the overdrafted groundwater basin, meet permanent growth in demand, and simultaneously provide regional groundwater banking opportunities?</td>
</tr>
<tr>
<td>4</td>
<td>Appendix C, Sec. 3.1.2, Paragraph 2, pg C-3-14</td>
<td>The discussion assumes that water is still available after duly authorized appropriators have received their water. Water available in the Mokelumne River today is mostly appropriated and may not be available in the future. This water should not be relied upon, without an agreement with the senior water rights holders on the Mokelumne River (and specifically, UMRWA member water agencies and rights holders).</td>
</tr>
</tbody>
</table>
Title:
Treasurer’s Report for FY2010 3rd Quarter

Recommended Action:
Accept the Treasurer’s Report for filing.

Summary:
A copy of the one page summary sheet of the Treasurer’s Report (TR) for the period ending June 30, 2010 (3rd Quarter FY2010) accompanies this agenda packet (as a separate pdf file). As indicated by the TR, 100% anticipated and budgeted revenues have been received, and total year-to-date expenses are at 31% of budget.

The 3rd Quarter Treasurer’s Report will be reviewed and discussed at the Board meeting.
Title:

Proposed October Board Meeting Date and Time Change

Recommended Action:

Reschedule the October 22 regular Governing Board meeting to 10 a.m. October 1.

Summary:

The regular October 2010 Governing Board meeting is presently scheduled for the fourth Friday of the month, October 22nd. With the Pardee BBQ currently scheduled for October 1, there is an opportunity to reschedule the October Governing Board meeting to coincide with this annual Pardee event. A 10:00 a.m. meeting time is proposed.

Anticipating the Governing Board’s approval to move the regular meeting up to October 1, the Board Advisory Committee has moved its September 17 meeting up to September 10 at 2 p.m.