



Upper Mokelumne River Watershed Authority

Regular Governing Board Meeting

Agenda

Friday, April 25, 2025 – 10:00 a.m.

Mokelumne Watershed Headquarters, 15083 Camanche Pkwy S. Valley Springs, CA 95252

**Zoom option available (see bottom of page for 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:

Recommended Action

- | | |
|--|----------------------------|
| 1. Board Meeting Minutes of January 24, 2025 | Approve by Motion |
| 2. Treasurer's Report – 1st Quarter FY 2025 | Accept for Filing |
| 3. Phase 1 - Forest Projects Plan Implementation Report | Approve by Motion |
| 4. Phase 2 - MAC Forest Health and Resilience Project Report | Approve by Motion |
| 5. Procurement Policy Amendment | Approve by Motion |
| 6. Proposed FY 2026 Budget | Approve by Motion |
| 7. Audited Financials - FY 2024 and 2023 | Accept for Filing |
| 8. Re-setting Regular Board Meeting Schedule | Approve by Motion |
| 9. Legislative Issues Update | Discussion/Possible Action |

BOARD MEMBER COMMENTS:

10. Board Member Comments

EXECUTIVE OFFICER REPORT:

11. Executive Officer's Oral Report

ADJOURNMENT:

- Next Regular Board Meeting: July 25, 2025, at 10:00 a.m. (EBMUD Mokelumne Watershed Headquarters Office, 15083 Camanche Pkwy S. Valley Springs)

*Apr 25, 2025, 10:00 AM - Click link to join Zoom Meeting

<https://zoom.us/j/97595277726?pwd=FsbOeaQC2Q0g1hGyeqKQ0BNnhumXbj.1>

Meeting ID: 975 9527 7726

Passcode: 624698

Requests for disability-related modification or accommodation, including auxiliary aids or services, may be made to Lorna Barfield at 209.772.8286 or Lorna.Barfield@ebmud.com no later than 48 hours before the meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **1**

Meeting Date: April 25, 2025

Title:

Board Meeting Minutes of January 24, 2025

Recommended Action:

Approve the meeting minutes of January 24, 2025.

Summary:

The summary minutes of the January 24, 2025, Board meeting are included here for Board review and approval.

Friday, January 24, 2025 – 10:00 a.m.
Governing Board Meeting
Upper Mokelumne River Watershed Authority
McLean Hall, Pardee Center, Valley Springs, CA 95252

Summary Minutes

ROLL CALL

Directors Jeff Davidson, Vice-Chair, Richard Farrington, Autumn Andahl, Richard Blood, Luz Gómez, and Kiley Windley were present at roll call. Also present were Executive Officer (EO) Richard Sykes, Authority Council Greg Gillott, Authority Secretary Lorna Barfield, and 11 visitors (in person and via Zoom).

PUBLIC COMMENT

None

AUTHORITY BUSINESS

1. Regular Meeting Minutes of October 4, 2024

Motion 01-25 to approve the meeting minutes of October 4, 2024, was made by Director Farrington, seconded by Director Blood, and carried by voice vote: Yea 5 – Nay 0 – Abstain 1 (Gómez).

2. Treasurer's Report - Fourth Quarter FY 2024

Motion 02-25 to accept the Treasurer's Report for filing was made by Director Farrington, seconded by Director Blood, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

3. Phase 1 - Forest Projects Plan Implementation Report

Executive Officer Richard Sykes shared the FPP-1 Implementation Report which presented a wrap up of year 2024 accomplishments, and a summary of recent activities in preparation for year 2025 implementation.

Procuring New Funding/ Grants - It was uncertain if Cal Fire would accept the 2024 resolution in the Jan 15, 2025 grant application for FPP-1 implementation funding for the Dogwood Project. Staff recommended Board approval of Resolution No. 2025-01 which authorizes both the submittal and acceptance of the grant if awarded.

Organizational Resources/Capacity - Due to the challenges of hiring and retaining qualified personnel to work long seasonal hours in remote areas on the watershed, Stewardship West has requested labor rate adjustments. This contract is 100% grant funded. Staff recommended the Board approve the updated Stewardship West rate schedule.

The Board acknowledged current labor market issues, and it was clarified that prevailing wage would not be applied to contracts until 2026. The requested wage increases from Stewardship West were around 10% above the original agreement and in line with the cost of other similar contracts.

Motion 03-25 to (1) Approve Resolution 2025-01 for Cal Fire Forest Health Grant application (Dogwood) and (2) Approve the updated Stewardship West rate schedule.

was made by Director Farrington, seconded by Director Gómez, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

4. Phase 2 - MAC Forest Health and Resilience Project Report

The Executive Officer summarized several key program elements of UMRWA's Mokelumne Amador Calaveras Forest Health and Resilience Project (MAC Project), and the significant progress made toward completing the plan and associated NEPA/CEQA processes.

The Sierra Nevada Conservancy awarded UMRWA a grant to support and fund FPP-related capacity building activities including ACCG administration, forest health monitoring program coordinator, and tribal outreach liaison. The ACCG Administrator position was filled in June 2024, the recruitment process for the Tribal Liaison is presently underway and the recruitment of the Monitoring Program Coordinator was completed in late December.

UMRWA and the Amador Calaveras Consensus Group (ACCG) Monitoring Work Group collaborated to recruit a Monitoring Coordinator. The selected candidate for this position, Luke Ty McCarthy, entered into an agreement with UMRWA on January 6. The not-to-exceed \$25,000 agreement was executed by the Executive Officer pursuant to the Board's Procurement Policy. It was recommended that the Board approve an amendment to the contract cost ceiling to the full grant budget of \$86,400 plus mileage expenses.

The Board asked for clarification on GIS work and responsibilities of the Monitoring Coordinator. They wanted to ensure that this GIS information would be compatible with other GIS information collected on other aspects of UMRWA's forest health program. The EO stated that the data developed under the MAC Monitoring Program will be in a format that can be readily incorporated into UMRWA's GIS based information format. The MAC monitoring program will assess current conditions and include identifying areas needing to be retreated. It will also assess treatment effectiveness and collect some field-based data on species impacts. Director Farrington added that the Amador Fire Safe Council is currently mapping fuel breaks. The EO acknowledged that this is important information for the MAC Project and the team will coordinate with the AFSC and others on fuel break information.

Public comment was made by Briana Sanchez, Vice-Chair for the California Valley Miwok Tribe, who expressed gratitude that a position for Tribal Liaison was created. Ms. Sanchez also stated that federally recognized tribes should be reached out to first. She suggested that UMRWA look to the California Native American Heritage Commission to get the list of federally recognized tribes.

Director Davidson asked if there was a mandate to use federally recognized tribes. The EO explained UMRWA's open door policy for tribal contracts, and that there is no mandate from funders. However, there is a mandate under the National Environmental Planning Act that the U.S. Forest Service engage in formal negotiations with federally recognized tribes for the MAC Project EIS.

Motion 04-25 to Approve Resolution No. 2025-02 authorizing Monitoring Coordinator compensation was made by Director Gómez, seconded by Director Farrington, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

5. SWCA Environmental - Aspen Project Archeological Services

InContext Cultural Resources Solutions who was contracted for an amount not to exceed \$50,000 to provide archeological services for the Aspen Restoration Project, informed

staff it was unavailable to timely (before winter conditions precluded site access) perform the required field surveys. Staff then contacted the next two top-rated archeological services firms (Far Western and SWCA Environmental) Of these two firms SWCA Environmental was available to timely undertake the Phase 1 survey work and complete both project phases for \$75,000, a cost within the Wildlife Conservation Board's grant budget, but exceeding the amount authorized by the UMRWA Board.

Because the field surveys in 2024 were essential to completing the NEPA/CEQA work within the grant deadline, the EO signed an agreement on October 17 with SWCA Environmental to complete the Phase 1 Archeological surveys task for an amount not to exceed \$50,000. The Board's approval of the additional \$25,000 cost is needed to compensate SWCA for completion of the Phase 2 Organic Act Permit and Site Records task.

Motion 05-25 to approve a \$25,000 increase to the SWCA Environmental agreement for Aspen Project Archeological Services was made by Director Farrington, seconded by Director Windley, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

6. Mother Lode Land Trust Agreement 2025 – 2026

An agreement with Mother Lode Land Trust to conduct the Youth Watershed Stewardship Program for calendar years 2025 and 2026 was presented for the Board's approval. The recommended contract was comparable with prior year agreements.

Maryanne Garamendi shared that Bear Valley School has joined the program with 6 students (K-8 grade) participating. Trout eggs will be delivered to the classroom on Feb 12.

Motion 06-25 to approve the agreement with the Mother Lode Land Trust for the two-year period ending December 31, 2026 and authorize the Executive Officer to execute the agreement was made by Director Blood, seconded by Director Farrington, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

7. Presentation on Wildfire Impacts

Director Farrington provided a presentation to the Board regarding wildfire and its impact to water resources, with particular emphasis on debris flow and suspended solids transport into creeks, rivers, and lakes. Director Blood asked if the upcoming GIS mapping will include geology, soils, and debris flow impact areas. The EO indicated that this information might not be collected for the MAC NEPA analysis, but it would be very informative for determining specific benefits (prevention of erosion/debris flow) of projects in areas susceptible to high erosion and debris flow. Director Farrington offered to check with USGS for debris flow potential maps of interest to UMRWA.

8. Legislative Issues Update

The Executive Officer commented on two federal bills that were of interest to UMRWA. H.R.8790 (Westerman) Fix Our Forests Act, and H.R.9760 (Huffman) Community Protection and Wildfire Resilience Act. It was not clear if either of these bills will continue in the 119th Congress.

Board Member Comments:

Director Davidson requested a report to show when treatment areas need to be re-visited after initial treatment. EO Richard Sykes said he would like to examine areas that are 7-

10 years out to keep fuel breaks effective and referenced the Monitoring Coordinator and MAC Monitoring Program discussion.

Davidson proposed legislative tours to highlight UMRWA's efforts aiming to gain attention for legislative support of successful projects and public awareness of watershed protection. Director Gómez supported seeking legislative involvement for support and future funding. The EO said he would follow up with some of the member agencies to coordinate with their legislative affairs staff on UMRWA advocacy.

The Board asked for scientific information on forest treatment and fire risks. The EO recommended that interested Board members look at the recent presentations on this available on the Amador Calaveras Consensus Group (ACCG) website. Director Farrington discussed a presentation he recently viewed at the ACCG general meeting this month showing evidence of effective treatments in the Dixie Fire and suggested the Board view the presentation on the ACCG website.

Director Farrington shared with the Board that Green Gen has proposed a pump storage power project and inquired with Amador Water Agency about leasing water rights. He sought feedback on his presentation and asked Director Gómez about presenting to the EBMUD Board.

Director Gómez noted that it was not yet clear if she was going to be the EBMUD representative to UMRWA or the alternate. She expressed gratitude for being present, and the UMRWA Board thanked her.

Executive Officer Comments:

The EO informed the Board that FPPC Form 700 is now only accepted electronically, with paper copies no longer being accepted. Due to construction at McLean Hall, the next two UMRWA meetings will be held at the Mokelumne Headquarters office. The EO also offered to conduct onboarding for new Board members and requested they contact him if interested.

Kevin Sparks from Calaveras Public Utility District (CPUD) supported public outreach and mentioned that he was previously unaware of UMRWA before joining CPUD. His daughter, who is the Executive Director for the Calaveras Chamber of Commerce, suggested a leadership event field trip and mentioned the September State of Calaveras event, providing a 25-minute slot for a presentation. The EO will check with the Chamber to see if UMRWA forest program can be part of these events.

ADJOURNMENT: Director Davison adjourned the meeting at 11:38 a.m. The next regular meeting will be held on April 25, 2025, at the Mokelumne Watershed Headquarters, Valley Springs.

SUBMITTED BY:

Lorna Barfield, Authority Secretary

Jeff Davidson, Vice Chair of the Board
APPROVED: April 25, 2025



Upper Mokelumne River Watershed Authority

Agenda No: **2**

Meeting Date: April 25, 2025

Title:

Treasurer's Report – 1st Quarter FY 2025

Recommended Actions:

Accept for filing.

Summary:

The included copy of the Treasurer's Report for the First Quarter of fiscal year 2025, which ended December 31, 2024, will be presented at the Board meeting.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
TREASURER'S REPORT
STATEMENT FOR THE PERIOD ENDING DECEMBER 31, 2024**

Fiscal Year 2025 (beginning Oct. 1, 2024)	Assessment, Grants & USFS	Budget FY 2025	Actual		
			Current Quarter	YTD	YTD %
General Assessments & Operating Revenue					
Amador Agencies Funding	35,963	35,963	35,963	35,963	100%
Calaveras Agencies Funding	42,461	42,461	42,461	42,461	100%
EBMUD Funding	77,076	77,076	77,076	77,076	100%
Member Agencies Contribution	155,500	155,500	155,500	155,500	100%
Interest/Misc income	-	-	10,871	10,871	
Applied Operating Reserve (Adjusted FY25 Bal. \$582,799 w/\$100k Restricted)	150,000	150,000	-	-	0%
Misc Revenue	150,000	150,000	10,871	10,871	7%
Total Assessments & Operations Funding	305,500	305,500	166,371	166,371	54%
IRWM Grant Funding					
CPUD - Jeff Davis WTP	572,248	572,248	-	-	0%
Forestry/Watershed Funding					
Sierra Nevada Conservancy - RFFCP #1701	259,475	259,475	-	-	0%
Sierra Nevada Conservancy - #1636 (FPP1 - Birch)	4,518,257	4,518,257	-	-	0%
Sierra Nevada Conservancy - #1646 (FPP2 - MAC Forest Plan)	638,331	638,331	-	-	0%
CalFire Grant #1 (8GG21607) - Hwy 88 Project	3,083,711	3,083,711	-	-	0%
CalFire Grant #2 (8GG22614) - Arbor Project	6,071,808	6,071,808	(51,658)	(51,658)	-1%
Wildlife Conservation Board #1 (WC2262CR) - Aspen Project	360,664	360,664	-	-	0%
Wildlife Conservation Board #2 (xxxx) - Cedar Project w/MAC Support)	-	-	-	-	#VALUE!
Total Grants and Other Funding	15,589,924	15,589,924	(51,658)	(51,658)	0%
TOTAL REVENUES & FUNDING	15,895,424	15,895,424	114,713	114,713	1%
ASSESSMENT EXPENDITURES					
General Assessment (Administration)					
Executive Officer		80,000	3,609	3,609	5%
Administrative Officer		80,000	13,640	13,640	17%
Website & Online Doc System (Streamline, GoogleDocs)		2,500	-	-	0%
SDRMA Insurance & CSDA Membership		6,500	1,238	1,238	19%
General Assessment (Operations)					
MLLT - STE Watershed Program CY 2024		16,500	8,719	8,719	53%
Inter-agency Liaison & Board Support (LEI, Inc)		10,000	1,481	1,481	15%
Forest Project Development, Grant Applications & Procurement (LEI, Inc)		40,000	3,889	3,889	10%
Forest Projects & MAC Plan Support (LEI, Inc)		40,000	70	70	0%
Forest Projects Plan - ACCG Admin & MAC Support		20,000	-	-	0%
Stantec MAC Forest Plan - Direct Only		10,000	173	173	2%
IRWM Program Support (W&C contract bal. \$7,840) (Fy2024 carry-forward)		7,979	-	-	0%
TOTAL ASSESSMENT EXPENDITURES		313,479	32,819	32,819	10%
GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES					
DWR Prop 1 Grant - Round 2					
CPUD - Jeff Davis WTP		566,225	-	-	0%
Woodard & Curran - invoicing & reporting		10,424	-	-	0%
WRA - agreement administration		4,000	-	-	0%
WCB - Aspen Restoration Project					
Landmark Environmental Inc.		164,957	10,928	10,928	7%
Institute For Bird Populations		51,675	2,898	2,898	6%
SWCA Environmental Consultants		75,000	-	-	0%
Other - TBD		59,400	-	-	0%
CalFire Grant #1 (8GG21607 - Hwy 88)					
Landmark Environmental Inc.		251,111	27,092	27,092	11%
BurnBot		2,510,656	795,568	795,568	32%
CalFire Grant #2 (8GG22614 - Arbor)					
Landmark Environmental		150,000	4,298	4,298	3%
Pyramid - Botanical (Arbor) (Initial contract bal. = \$0)		-	2,469	2,469	#DIV/0!
InContext - Archeological (Arbor) (contract \$112,438)		29,519	6,014	6,014	20%
Markit! (Arbor 1)		1,341,429	-	-	0%
GTS Forestry (Arbor 2)		2,860,158	-	-	0%
GTS Forestry (Arbor 3)		682,541	-	-	0%
Uncommitted - Cal Fire #2		403,022	-	-	0%
Megan Layhee (MAC Forest Plan)		55,000	-	-	0%
Executive Officer (MAC Forest Plan)		45,000	-	-	0%
SNC - #1701 (Capacity/ACCG Support)					
Char Sarkis (ACCG Admin)		54,263	2,482	2,482	5%
TBD (Tribal Liaison)		72,024	-	-	0%
TBD (Monitoring Coordinator)		89,616	-	-	0%
Megan Layhee (Project Management)		3,848	4,133	4,133	107%
Landmark Environmental (FPP1 Ground Truth & Project Portfolio)		17,239	650	650	4%

SNC - #1636 (Birch)						
Stewardship West		204,938	40,041	40,041	20%	
Landmark Environmental		58,500	-	-	0%	
InContext - Archeological (contract \$83,075)		25,385	4,860	4,860	19%	
Pyramid - Botanical (contract \$29,044)		184	-	-	0%	
Redding Tree Growers (Birch 1)		940,959	655,616	655,616	70%	
GTS Forestry (Birch 2)		718,551	-	-	0%	
Uncommitted #1646		2,084,671	-	-	0%	
SNC - #1646 (MAC Forest Plan)						
Stantec FPP2		445,145	79,533	79,533	18%	
Regine Miller (Tribal Liaison - \$15k)		7,532	1,617	1,617	21%	
Megan Layhee (MAC Forest Plan)		29,788	4,358	4,358	15%	
Executive Officer (MAC Forest Plan)		19,709	3,170	3,170	16%	
Landmark Environmental		4,748	1,033	1,033	22%	
WCB - Cedar Project w/MAC Plan Support						
Landmark Environmental			-	-	#DIV/0!	
Stantec			-	-	#DIV/0!	
Other - TBD						
TOTAL GRANT EXPENDITURES		14,085,500	1,646,760	1,646,760	12%	
Total Project Expenses		14,398,979	1,679,579	1,679,579	12%	



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: April 25, 2025

Title:

Phase 1 - Forest Projects Plan (FPP-1) Implementation Report

Recommended Actions:

- 1) Approve and authorize the Executive Officer to sign a General Service Agreement with Redding Tree Growers for a maximum \$1,667,200 for the Hwy 88 East Project.
- 2) Approve and authorize the Executive Officer to sign a General Service Agreement with the Washoe Tribe of NV and CA for a maximum \$80,175 for a portion of the Cedar Project.
- 3) Approve and authorize the Executive Officer to sign a Consulting Services Agreement with Pyramid Botanical Consultants, Inc. for a maximum \$140,436 for the Cedar, Dogwood, Evergreen, and Fir Projects.
- 4) Authorize the Executive Officer to work with the UMRWA Board Chair to prepare a press release highlighting the initiation of UMRWA's 2025 Forest Health Program.

Summary:

This Phase 1 Implementation Report is organized into two sections. In the first, the Recommended FPP-1 Implementation Actions section, the three recommended contract awards are explained. In the second section, key 2025 tasks are described and updates on several FPP-1 related topics are provided.

This FPP-1 report concludes with the table FPP-1 Projects Underway and Programmed. The table displays basic project-related information on active projects as well as the next several projects queued up awaiting implementation funding.

Recommended FPP-1 Implementation Actions

Redding Tree Growers - Hwy 88 East Project: Because of lower-than-expected costs by Birch contractors hired in 2024 UMRWA has approximately \$2,078,000 of unassigned Birch Project funding from our SNC grant. SNC has authorized UMRWA to apply these funds to treating additional acres within the FPP-1 footprint. About 80% of these funds are now earmarked for the treatment contractor, with the remaining 20% set aside for associated UMRWA support costs. The next prioritized treatment project, Hwy 88 East, consists of 1,218 acres of mechanical and hand treatments.

It is recommended the Board award a sole source contract to Redding Tree Growers (RTG) for the 1,218-acre Hwy 88 East project and any additional acres RTG can treat with remaining SNC funds. This sole source recommendation is warranted because there is no apparent benefit to administering a new competitive RFP process. UMRWA conducted a competitive RFP process just eight months ago and RTG was a highly rated and the lowest cost proposer. Administering another RFP process would be unproductive and not serve the public interest. Additional considerations in support of a sole source contract award include the following:

- RTG's price is fair and reasonable, and well below any other bidder in the 2024 RFP Process. It is highly unlikely that a new RFP process will yield a lower bid for this work.
- As the Birch project treatment contractor RTG has direct experience with forest conditions and associated treatment challenges, a good working rapport with ENF inspectors, and performs fast high-quality work leading to a quicker completion of the work (and thus lowering UMRWA's costs).
- RTG will complete its Birch contract work by July and will move directly to the Hwy 88 East project area, thus avoiding transport and other costs to fully mobilize.
- UMRWA and the USFS are committed to implementing forest health work as quickly as possible and the proposed action will allow this work to be substantially completed in 2025 while a new RFP process would push this work to the 2026 field season.

Washoe Tribe - Cedar 1 Project: An \$80,175 general services agreement with the Washoe Tribe of NV and CA is recommended for Board approval. The proposed agreement, which is fully funded by a SNC grant, is responsive to SNC grant award criteria that favors agencies that provide forest treatment work training opportunities for tribes and tribal members. The recommended agreement provides funding for the treatment of 10.5 acres within the Birch project footprint.

Pyramid Botanical – Cedar et al Projects: A \$140,436 consulting services agreement with Pyramid Botanical Consultants is recommended for botanical services required for the next four prioritized treatment projects (Cedar, Dogwood, Evergreen, and Fir Projects). Pyramid was the top-rated botanical consultant from the RFQ process administered by UMRWA in 2024. Pyramid's fees will be paid by grants awarded to UMRWA, including Wildlife Conservation Board for the Cedar Project and the pending Cal Fire award for the Dogwood Project. Anticipated awards for future UMRWA grant applications will provide funding for the Evergreen and Fir Projects.

**Copies of the Redding Tree Growers, Washoe Tribe, and Pyramid Botanical Consultants agreements are included in the Supplemental Materials Packet.*

Updates – FPP-1 Related Topics

National Forest Foundation (NFF): The NFF is a private, nonprofit 501(c)(3) organization chartered by Congress, that is engaged in community-based and national programs that promote healthy forests. The NFF's Sierra Nevada Program group, based in Lake Tahoe, has partnerships with Tahoe NF and has active stewardship programs in the Truckee and North Yuba watersheds. NFF and UMRWA staff have been discussing potential NFF participation in implementing FPP-1 fuel treatment projects in the Mokelumne watershed. An update on the details of these discussions will be presented to the Board at either the July or October board meeting.

Biomass Update:

On March 24, the Executive Officer and UMRWA Board Chair attended a public workshop in Sonora on Biomass Utilization in the Central Sierra. This workshop summarized the work being performed as part of the CalFrame Pilot Project which has been ongoing for approximately two years. It was announced at the workshop that the Central Sierra Economic Development District would likely be the Joint Powers Authority that would take on the role of further exploring biomass opportunities in the region. UMRWA will continue to monitor this work as it has the potential to improve the economics of our Forest Health Program.

Phase 1 Projects Underway and Programmed:

The table below displays basic project-related information on active projects as well as the next several projects queued up awaiting implementation funding.

FPP-1 Projects Underway and Programmed

Project	Contractor	Contract or (Grant Budget)	Contract Expires	Acres	Funding (Expires)
Hwy 88	BurnBot	\$3,672,000	10/31/25	2,295	Cal Fire #1 (3/31/26)
Arbor 1	Markit!	\$1,341,429	11/15/27	883	Cal Fire #2 (3/30/29)
Arbor 2	GTS Forestry	\$2,860,158	11/15/27	1,483	Cal Fire #2 (3/30/29)
Arbor 3	GTS Forestry	\$682,541	11/15/27	767	Cal Fire #2 (3/30/29)
Birch 1	Redding Tree	\$940,959	11/15/27	1,118	SNC 1636 (1/1/28)
Birch 2	GTS Forestry	\$718,551	11/15/27	486	SNC 1636 (1/1/28)
Cedar 1	Washoe	(\$80,175)	12/15/26	10	WCB (3/31/28)
Cedar 2	TBD	(\$2,739,500)	TBD	856	WCB (3/31/28)
Dogwood 1	TBD	(\$2,397,300)	TBD	1,226	Cal Fire #3 (Pending)
Dogwood 2	Washoe, Chips, Other	(\$496,000)	TBD	62	Cal Fire #3 (Pending)
Hwy 88 East	Redding Tree	\$1,667,200	12/15/26	1,218	SNC 1636 (1/1/28)



Upper Mokelumne River Watershed Authority

Agenda No: **4**

Meeting Date: April 25, 2025

Title:

Phase 2 - MAC Forest Health and Resilience Project Report

Recommended Actions:

- 1) Approve Fifth Amendment to Consulting Services Agreement with Stantec
- 2) Approve Second Amendment to Consulting Services Agreement with Megan Layhee
- 3) Approve Consulting Agreement with Liam Walsh for Tribal Liaison services

Summary:

UMRWA's Mokelumne Amador Calaveras Forest Health and Resilience Project (MAC Project) is a landscape-level planning and environmental compliance initiative that spans Stanislaus and Eldorado NF lands within and flanking the Upper Mokelumne River Watershed. Initiated in September 2022 as a partnership between UMRWA, Eldorado NF, Stanislaus NF, and the ACCG, significant progress has been made toward completing the plan and associated NEPA/CEQA process. Summarized below are several key program elements, including recent contracting for a Tribal Liaison, and the status of each.

MAC Forest Project Development:

Project Update: The MAC Project Notice of Intent (NOI) was published in the federal register on September 26, 2024, followed by a 30-day comment period. Nineteen comment letters were received during the 30-day period, totaling over 170 individual comments. The MAC team is currently in the process of addressing these comments and utilizing them to inform the development of the proposed action and project alternatives. The MAC team is actively engaging with stakeholders, including the ACCG, in the development of the proposed action and alternatives.

The MAC Project is focusing on approximately 140,000 acres of priority areas for treatments within the approximately 250,000-acre MAC Project analysis area. The team is currently conducting further spatial analyses to refine the priority areas and conducting existing habitat conditions analysis.

The next key project milestone is the development and release of the Administrative Draft Environmental Impact Statement (ADEIS), which is anticipated by late summer 2025. Key next steps are to finalize the project alternatives, develop treatment prescriptions, layout treatment units, conduct fire behavior and vegetation simulation modeling, and develop specialist and resource reports.

Stantec: With additional MAC Project funding support provided by the \$4M grant awarded by Wildlife Conservation Board to UMRWA in November 2024 an amendment to the Stantec consulting services agreement is recommended. This \$300,000 Fifth Amendment will fund FPP-2 Scope of Work tasks including continuing project management, outreach, NEPA/CEQA development, modeling, field surveys and studies, and agency coordination for threatened and endangered species. The Fifth Amendment is included as Attachment 1.

Megan Layhee - MAC Forest Project Support: From its inception in mid-2022 the Authority's FPP – Phase 2/MAC Forest Project planning program has been co-managed by the Executive Officer and Megan Layhee. Ms. Layhee's services are provided pursuant to a not-to-exceed \$76,000 Consulting Services Agreement approved by the Board on January 26, 2024. Costs for these services are fully paid by grant funds.

Ms. Layhee provides day-to-day consultant oversight, serves as UMRWA liaison to ACCG, participates in various Group and Team meetings, manages two Sierra Nevada Conservancy grants, directs the activities of the Monitoring Coordinator, and provides technical/GIS support. To continue these MAC Forest Project support services, it is recommended the Board approve the Second Amendment to Ms. Layhee's Consulting Services Agreement. The Second Amendment increases the cost ceiling to \$160,000 and extends the term of the agreement from January 31, 2026, to July 31, 2026. A copy of the Second Amendment is provided as Attachment 2. Funding for these services will continue to be provided by grants that have been awarded to the Authority.

SNC Grant 1701 – Capacity Building

In March 2024 the Sierra Nevada Conservancy awarded UMRWA a \$271,608 grant to support and fund FPP-related capacity building activities including ACCG administration, forest health monitoring program coordinator, and tribal outreach liaison, all in furtherance of UMRWA's forest program. The ACCG Administrator position was filled in June 2024, and the Monitoring Coordinator position was filled in January 2025. The recruitment process for the Tribal Liaison position was concluded in March.

In 2023, UMRWA created a Tribal Engagement Plan to enhance its forestry program by facilitating meaningful tribal participation in forest-related deliberative processes that potentially affect tribal interests. UMRWA's role is as facilitator; formal consultation with Tribes remains the sole responsibility of the US Forest Service. UMRWA's facilitation role is intended to strengthen communication, build trust, and develop beneficial relationships with Tribes that have historical ties and ongoing interest in the management of Upper Mokelumne River watershed resources. With SNC funding in place, UMRWA is now able to retain a Tribal Liaison for a period of approximately two years to assist in engaging tribes in both Phase 1 implementation and in MAC Project planning.

Following a broad recruitment process and interviews with five well qualified applicants, Liam Walsh was selected. He has extensive network of Tribal contacts statewide and already serves in a similar position for a Joint Powers Authority in Southern California. He is very well qualified to establish UMRWA's Tribal Engagement Program. Mr. Walsh entered into an agreement with UMRWA to serve as Tribal Liaison on April 1. The not-to-exceed \$5,000 agreement was executed by the Executive Officer pursuant to the Board's Procurement Policy and allowed Mr. Walsh to initiate work as soon as possible. It is recommended that the Board approve an agreement with Mr. Walsh for \$65,000 to provide Tribal Liaison services for the next two years. The agreement is provided as Attachment 3.

FIFTH AMENDMENT TO CONSULTING SERVICES AGREEMENT FOREST
PROJECTS PLAN – PHASE 2
(Project Planning and Environmental Planning Services)

THIS FIFTH AMENDMENT TO CONSULTING SERVICES AGREEMENT (“Agreement”) is made as of APRIL 25, 2025 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY; a joint powers agency formed pursuant to the laws of the State of California ("Authority") and STANTEC, Inc. (“Contractor”).

RECITALS

- A. AUTHORITY and CONTRACTOR executed an agreement (the “Original Agreement”) dated August 29, 2022, whereby CONTRACTOR agreed to provide professional services related to environmental planning services for projects within the Forest Projects Plan.
- B. AUTHORITY and CONTRACTOR executed Amendment 1 to the Original Agreement on February 23, 2023 to increase the maximum cost ceiling and update the Scope of Work;
- C. AUTHORITY and CONTRACTOR executed Amendment 2 to the Original Agreement on October 06, 2023 to increase the maximum cost ceiling and update the Scope of Work;
- D. AUTHORITY and CONTRACTOR executed Amendment 3 to the Original Agreement on November 17, 2023 to extend the term of the original agreement by one year to December 31, 2024;
- E. AUTHORITY and CONTRACTOR executed Amendment 4 to the Original Agreement on May 31, 2024 to further increase the maximum cost ceiling, update the Scope of Work and extend the term of the original agreement to December 31, 2025;
- F. AUTHORITY and CONTRACTOR desire to execute Amendment 5 to the original Agreement to further increase the maximum cost ceiling, update the Scope of Work and extend the term of the original agreement to March 31, 2026;
- G. AUTHORITY and CONTRACTOR anticipate further amendments in the future as funding sources including grants become available.
- H. AUTHORITY BOARD OF DIRECTORS authorized this amendment and the Executive Officer’s execution thereof at its April 25, 2025 regular meeting.

NOW, THEREFOR, the parties agree as follows:

1. Contractor shall perform the Tasks as listed in Exhibit A – Scope of Work consistent with the Exhibit B - Budget.
2. The total compensation for completion of the Work shall not exceed \$1,440,400.
3. The agreement termination date is extended from December 31, 2024 to March 31, 2026.
4. Except as set forth in this Amendment, the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Fifth Amendment as of the date first set forth above.

UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY:

CONTRACTOR:

Richard Sykes, Executive Officer

Katie Ross-Smith, Stantec, Inc.

Date: _____

Date: _____

EXHIBIT A – SCOPE OF WORK

Task 1 - Project Management, Coordination, Outreach, and Meetings (on-going)

Stantec would continue to lead planning, collaboration, and coordination of the Forest Project Plan Phase 2. Funding for this task would contribute towards the following efforts:

- Coordinate and communicate with Stantec team members, UMRWA, Subconsultants and USFS representatives and manage the production and quality of deliverables, budget, and schedule.
- Coordinate among resource specialists to assure capacity, efficiency, and deliverable QA/QC.
- Track the project budget and schedule, prepare monthly invoices, and maintain the SharePoint sites for the Core Team and Partnership Teams document review and communication needs. This task will also include efforts needed to upload and maintain relevant materials to the USFS PINYON Box share site.
- Maintain and update the Outreach and Communications to implement stakeholder collaboration and public engagement.
- Assist UMRWA in planning for engagement of the Technical Advisory Group (TAG). Organize, facilitate, and develop materials for meetings with the TAG to gather technical input on the planning approach, preliminary proposed action and purpose and need, model selection, analysis, and reports, among other things.
- Organize and facilitate monthly team meetings with the USFS and UMRWA (Partnership Team) to solicit guidance, direction, and strategies. Provide project updates, identify, and resolve issues, address questions, schedule, and progress. Meetings may be a combination of virtual, phone and in-person (Calaveras or Amador Counties). In addition to monthly meetings, also organize and facilitate Partnership Team field tours within the project study area.
- Organize and facilitate weekly UMRWA Core Team meetings to provide project updates, refine agendas for meetings and work session, identify and resolve issues, and track project budget, schedule, and progress.
- Organize and facilitate monthly Interdisciplinary Team meetings to determine project direction and work through the NEPA analysis. Meetings may be a combination of virtual, phone and in-person (Calaveras or Amador Counties) and may become more frequent with the initiation of the Environmental Impact Statement preparation.

Task 2 – NEPA Process, Planning and Modeling

This task continues the process of working with the modeling team to inform the development of planning scenarios and output descriptions including landscape management outcomes, objectives that will drive the scenario metrics, thresholds, and development of project alternatives. This phase of the project will complete the scoping process, begin evaluation of

alternatives, prepare the resource reports that inform the EIS analysis consistent with NEPA requirements and initiate the preparation of the Administrative Draft Environmental Impact Statement (ADEIS). This overall process would include the following steps:

- Data Management and GIS map making assistance;
- Participate in model planning/coordination with modeling team;
- Manage Spatial Infomatics Group (SIG) subconsultant's contract;
- Inform Treatment Scenario Analysis and Prioritization (including the development of desired conditions, management objectives, landscape management outcomes, and identification of metrics to be used to evaluate the outcomes of treatments across the landscape);
- Gather and complete review of existing conditions data, identify data gaps in consideration of scoping comments;
- Begin development of draft Biological Analysis (BAs) for the USFWS consultation and Biological Evaluations (BEs);
- Preparation of resource reports, including:
 - USFS MIS Report;
 - Migratory Bird Assessment;
 - Watershed Assessment;
 - Soils Report;
 - Cultural Report;
- Identify project activities that may not be consistent with existing Forest Plans;
- Coordinate with USFS determination of potential Forest Plan Amendments required;
- Prepare Administrative DEIS, which will be a two-Forest joint EIS; and
- Continue to maintain administrative record.

Task 3 – Focused Field Surveys and Studies

This task includes focused field surveys to ground truth modeling outcomes and limited required Pre-NEPA-Decision surveys.

- Model ground-truthing

EXHIBIT B – Budget

Task Name	Original Agreement	Amendment #2	Amendment #4	Amendment #5
Task 1 Project Management, Coordination, Outreach, and Meetings	\$143,980	\$120,000	\$194,260	\$55,000
Task 2 Focused Field Surveys and Studies		\$78,000	\$77,050	
Task 3 NEPA Process, Planning and Modeling	\$30,500	\$162,000	\$271,374	\$245,000
Task 4 T&E Species Agency Consultation	-	\$40,000	23,236	
Sub-total	\$174,480	\$400,000	\$565,920	\$300,000
Total				\$1,440,400

**2025 Schedule of Fees for Professional Services
Stantec, Environmental Services
Upper Mokelumne River Watershed Authority
Forest Project Plan Phase 2**

Classification	2025 Rate/Hour
Field Technician	\$66.95
Project Assistant	\$82.40
Project Coordinator	\$106.09
Senior Project Coordinator	\$116.70
Production Specialist	\$144.20
Technical Editor	\$154.50
GIS Consultant 1	\$97.85
GIS Consultant 2	\$118.45
Assistant Staff Consultant	\$87.55
Staff Consultant 1	\$97.85
Staff Consultant 2	\$108.15
Senior Staff Consultant 1	\$122.22
Senior Staff Consultant 2	\$133.90
Project Consultant 1	\$148.53
Project Consultant 2	\$164.44
Senior Project Consultant 1	\$175.05
Senior Project Consultant 2	\$185.40
Senior Consultant 1	\$217.48
Senior Consultant 2	\$230.60
Senior Consultant 3	\$265.23
Director	\$320.00

Consultant and Director positions include professional Scientist, Ecologist, Economist, Engineer, Hydrogeologist, Geologist, Planner, and other technical and non-technical staff positions. Consultant hours spent providing expert witness, deposition, or preparation for deposition will be charged at 1½ times regular billing rate. Rates will be escalated annually on January 1 at a rate of 3% or CPI for Western Wage Earners, the higher of the two.

Expenses

Use of a personal vehicle will be at the current IRS allowable rate. Subconsultant fees and all other direct costs (ODC) will be billed at cost.

Conditions

Stantec specifies that our services are performed, within the limits prescribed by our clients, with the usual thoroughness and competence of the environmental consulting profession. No other warranty or representation, either expressed or implied, is included or intended in our proposals, contracts, or reports.

Effective through December 31, 2025

SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT
FOREST PROJECTS PLAN - PHASE 2
(Project Planning and Environmental Services)

THIS SECOND AMENDMENT TO CONSULTING SERVICES AGREEMENT (“Agreement”) is made as of April 25, 2025 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY; a joint powers agency formed pursuant to the laws of the State of California ("Authority") and MEGAN LAYHEE (DBA LAYHEE ENVIRONMENTAL CONSULTING LLC) (“Consultant”).

RECITALS

A. AUTHORITY and CONSULTANT executed an agreement (the “Original Agreement”) dated January 26, 2024, whereby CONSULTANT agreed to provide professional services related to planning and services for the Forest Projects Plan.

B. AUTHORITY and CONSULTANT executed Amendment 1 to the Original Agreement on April 26, 2024 to increase the maximum cost ceiling.

C. AUTHORITY and CONSULTANT desire to execute Amendment 2 to the Original Agreement to further increase the maximum cost ceiling, increase the hourly fee, update the Scope of Work and extend the term of the Original Agreement by 6 months.

D. AUTHORITY BOARD OF DIRECTORS authorized this amendment and the Executive Officer’s execution thereof at its April 25, 2025 regular meeting.

NOW, THEREFORE, the parties agree as follows:

1. Consultant shall perform the updated Scope of Work as shown in Exhibit A to this Amendment.
2. The total compensation for completion of the Work shall not exceed \$160,000.
3. The hourly rate of compensation shall increase from \$110 to \$115 on July 1, 2025.
3. The term of the agreement is extended 6 months, terminating July 31, 2026.
4. Except as set forth in this Amendment, the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first set forth above.

UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY:

CONSULTANT:

Richard Sykes, Executive Officer

Megan Layhee

Date: _____

Date: _____

EXHIBIT A**LAYHEE ENVIRONMENTAL CONSULTING LLC – SCOPE of WORK
(Forest Projects Plan)**

Task	Details	Estimated hours/ month
Project Management	Assist UMRWA ED in providing day to day oversight and direction to Stantec for its work on the Phase 2 Planning Project. Includes reviewing and commenting on all Stantec draft work products.	15
ACCG Liaison	Represent UMRWA at ACCG Planning Work Group Meetings and Ad Hoc Phase 2 Work Group Meetings, including preparation of agenda items, presentations, and related work to ensure ACCG input on FPP Phase 2. Attend and present as requested at ACCG General Meetings	15
Phase 2 Project Implementation Meetings	Attend weekly core team meetings, weekly Modelling Team meetings, monthly Partnership Team meeting, monthly ID team meetings, quarterly Technical Advisory Group Meetings and quarterly Stakeholder meetings. Ensure Stantec is well prepared for each meeting and pre-meeting packages are complete and transmitted timely.	15
Grant Management	Assist UMRWA in managing Phase 2 planning grants, including preparing invoices, tracking and assisting in preparing deliverables, providing supervisory role to other UMRWA contractors, and preparing progress and final reports.	15
Technical and other Support	Support activities related to modelling (Planscape only), data collection, GIS, mapping, NEPA and CEQA documentation	12
Average total hours per month		72

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
Agreement between Upper Mokelumne River Watershed Authority and Liam Walsh for
Tribal Liaison

This Agreement is made and entered into this 25th day of April 2025, by and between the Upper Mokelumne River Watershed Authority, a CA Joint Powers Authority (“UMRWA”) and Liam Walsh, (“Consultant”).

RECITALS

WHEREAS, UMRWA requires various environmental, planning and communication services related to UMRWA’s Forest Health Program, which are set forth in more detail in this Agreement; and

WHEREAS, Consultant represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, UMRWA hereby intends to engage the services of Consultant and, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

DESCRIPTION OF SERVICES: Consultant shall represent UMRWA as the Tribal Liaison for the Mokelumne Amador Calaveras Forest Health and Resilience Project (MAC Project), and for UMRWA’s Forest Health Program in general. The attached table, Exhibit A, outlines the activities to be conducted by the Consultant. Consultant shall, in a careful and professional manner, perform and be responsible for the Services to meet the requirements of this Agreement.

PAYMENT: Consultant shall be paid \$130.00 per hour for work under this agreement. The maximum cost ceiling for this agreement is \$65,000. Consultant shall submit monthly invoices to UMRWA via email to ralcott@umrwa.org with copy to rsykes@umrwa.org for charges based on the Services performed in the prior month. Consultant invoices submitted and approved by UMRWA will be paid within 30 days of receipt. Before submitting its first invoice, Consultant shall submit a completed and signed W-9 tax withholding form to UMRWA. If Consultant does not provide a W-9 form, payment to Consultant may be withheld or delayed.

TERM; TERMINATION: This agreement shall begin on April 25, 2025 and has a term of 24 months. It may be terminated prior to that date by UMRWA upon seven (7) days written notice to Consultant. Any such termination, however, will not terminate either party's obligations under Paragraphs a and b hereof.

- UMRWA will have the right to terminate Consultant’s service at any time by giving notice in writing to Consultant. Consultant will not be entitled to payment for any cost related to the terminated part of services covered by Exhibit A and incurred after the effective date of termination except for costs directly related to work performed by Consultant in terminating; provided that such work is authorized in advance by UMRWA’s representatives under Exhibit A.
- In the event UMRWA terminates this Agreement without cause, UMRWA will reimburse Consultant for all expenses incurred by Consultant in satisfying commitment for materials, equipment, and services for use in the terminated work which were made by Consultant prior to such termination.

CONSULTANT'S RESPONSIBILITIES:

- Consultant shall perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of such Services at the time when and the location in which the Services were performed.
- Consultant shall be responsible for: a) completion of the Services described in Exhibit A; b) keeping accurate records obtained during the course of performing the Services that are usual for the type of work conducted; c) obtaining and maintaining proper licenses and permits for Consultant's work; d) compliance with laws and regulations pertaining to Consultant's work.

UMRWA'S RESPONSIBILITIES: UMRWA shall be solely responsible for: a) maintaining overall supervision of the MAC Project and Forest Health Program beyond the immediate scope of Consultant's work and b) making available to Consultant all of UMRWA's information needed to complete the services identified in Exhibit A.

INDEPENDENT AGENT: Each party shall be an independent agent with respect to work under this Agreement, and shall not be deemed to be the servants, employees, or agents of the other.

AFFIRMATIVE ACTION AND IMMIGRATION COMPLIANCE:

- Consultant shall comply, where and as applicable, with Executive Order 11246, as amended, and the following sections and parts of Title 41 of the Code of Federal Regulations: Sections 60-1.4 (Equal Opportunity), 60-1.7 (Reports and other required information), 60-1.8 (Non-segregated facilities), 60-1.40 (Affirmative action programs), 60-1.42 (Notices to be posted); Parts 60-2 (Affirmative action programs), 60-250 (Affirmative action obligations of consultants and Consultants for disabled veterans and veterans of the Vietnam era): Sections 1-1.710 (Utilization of small business and disadvantaged small business concerns), 1-1.805 (Utilization of labor surplus area concerns), 1-1.1310 (Utilization of minority business enterprises); Sections 60-250.4 (Employment of veterans), and 60-741.4 (Employment of disabled workers). All of the foregoing are hereby incorporated by reference to the extent applicable.
- Consultant shall comply with all federal, state, and local laws, rules and regulations applicable to the Work to be performed under this Contract. Unless prohibited by law, Consultant shall hold UMRWA and UMRWA harmless from any liability, fine, or penalty incurred as a result of Consultant's failure to comply with applicable legal and regulatory requirements. In addition, Consultant shall comply with all environmental and endangered species requirements and shall conduct its operations in a manner that complies with applicable programs and permits.

CONFIDENTIALITY:

- a. Consultant will maintain in confidence the nature of its services hereunder, as well as all information made available to Consultant by UMRWA during the term of this Agreement or resulting from services performed by Consultant under this Agreement. The confidential obligation imposed on Consultant by this Paragraph 11.a, however, will not extend to any such information insofar as, and from such time as Consultant may disclose: (i) as required by law, (ii) pursuant to court order, (iii) to its Consultants, agents or other representatives as may be reasonably necessary to perform its services hereunder, (iv) for the purpose of prosecuting or defending any litigation, or (v) which Consultant can show by reasonable proof has been in the public domain. Consultant agrees to use information intended to be kept confidential under this Paragraph 11.a solely for the benefit of UMRWA.
- b. Consultant will require each person it may retain to perform services for UMRWA under this Agreement to comply with Consultant's confidential obligations under Paragraph 11.a.

INSURANCE:

- Consultant shall maintain the following insurance coverage. Consultant is also responsible for its Consultants maintaining sufficient limits of the appropriate insurance coverage.
- **BUSINESS AUTO:** Coverage shall be at least as broad as the Insurance Services Office (ISO) Business Auto Coverage form covering Automobile Liability, code 1 "any auto."

The limit shall not be less than \$1,000,000 each accident for bodily injury and property damage.

- Before commencing performance of Work, Consultant shall furnish UMRWA with certificates of insurance and endorsements of all required insurance for Consultant.
- The documentation shall state that coverage shall not be canceled except after thirty (30) days prior written notice has been given to UMRWA.
- UMRWA may inspect the original policies or require complete certified copies at any time.
- Certificates of all insurance required of Consultant under this Agreement will be furnished to UMRWA within thirty (30) days of execution of this Agreement.
- Consultant will ensure that UMRWA is notified of any cancellation or material change to any insurance policies within ten (10) days of such event.
- Consultant's failure to comply with any of its obligations aforesaid shall entitle UMRWA to immediately and without necessity of further demand either to terminate this Subcontract or to secure, replace, and maintain

such insurance for the Consultant, in the latter's name and at its expense. In the event UMRWA elects to provide such insurance, the cost thereof shall be immediately payable by the Consultant and may be deducted from any sums due or to become due under this Subcontract.

INDEMNIFICATION:

- Consultant shall indemnify, hold harmless and defend UMRWA, their affiliates, subsidiaries, parent company, officers, managers, directors, agents, and employees, from and against all claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise), which arise from or are in any way connected with any: (i) injury to or death of persons, including but not limited to employees of UMRWA or Consultant; (ii) injury to property or other interests of UMRWA, Consultant, or any third party; (iii) violation of a local, state, or federal common law, statute or regulation, including but not limited to environmental laws or regulations; (iv) strict liability imposed by any law or regulation; (v) breach of its confidentiality obligations; (vi) delay or failure to pay any Consultant, including but not limited to any demands for payment, invoices, or liens; or (vii) delay or failure to pay any employees, laborers, or other personnel of Consultant or any Consultant the compensation, monies, wages, benefits or other payment due or allegedly due; so long as such injury, violation, or strict liability (as set forth in (i) – (vii) above) arises from or is in any way connected with Consultant's negligent performance of, or failure to perform, this Agreement, except to the extent such loss, damage, cost, expense, liability, payment, strict liability, or violation of law or regulation is caused by the gross negligence or willful misconduct of UMRWA, their officers, managers, or employees or for which indemnity is not allowed under applicable law.
- Consultant acknowledges that any claims, demands, losses, damages, costs, expenses, and liability that arise from or are in any way connected with the release or spill of any legally designated Hazardous Material or Hazardous Waste and arise from or are in any way connected with the Work performed under this Agreement, are expressly within the scope of this indemnity. Likewise, the costs, expenses, and legal liability for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work, penalties, and fines arising from strict liability or the violation of any local, state, or federal law or regulation, attorney's fees, disbursements, and other response costs incurred as a result of such releases or spills are expressly within the scope of this indemnity.
 - Consultant shall, on UMRWA's request, defend any action, claim, or suit asserting a claim which might be covered by this indemnity using counsel selected by or acceptable to UMRWA, in their sole discretion. Consultant shall pay all costs and expenses that may be incurred by UMRWA in enforcing this indemnity, including reasonable attorney's fees. To the extent necessary, each Party was represented by counsel in the negotiation and execution of this Agreement.
 - Notwithstanding any other clause in this Agreement, the total aggregate liability of the Consultant to UMRWA for any claims, losses, costs or damages arising out of or in connection with the Consultant's performance of the Agreement, whether under the law of contract, tort (including negligence), statute or otherwise, shall be limited to the extent permissible by law to the greater of five times the total compensation received by the Consultant or the limits of the relevant insurance policies pursuant to this Agreement. The limits of liability in this clause do not apply to any liability of the Consultant arising from claims made by any third party for personal injury, death, or damage to any property.

DISPUTE RESOLUTION PROCEDURES:

- a. If requested in writing by UMRWA, the parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting/s, in an effort to seek a mutually satisfactory resolution. Such a meeting shall occur within thirty (30) days from the first date of the written request for such meeting.
- b. If a dispute cannot be settled informally between the parties within a period of thirty (30) calendar days, the parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the parties.
- c. If the parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity. UMRWA's right to record a lien or bond claim shall not be stayed, limited, or delayed by the mediation process.

ATTORNEY FEE PROVISION: With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge at trial, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. The prevailing party shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

ACCESS TO RECORDS:

- UMRWA, or its duly authorized representatives, will have access at all reasonable times, during the performance of any of the Services and for a period of three (3) years following the final payment, to Consultant's books, records, and all other documentation pertaining to Consultant's services under this Agreement for the purpose of auditing and verifying the cost of such services or for any other reasonable purpose.
- Consultant will preserve for a period of three (3) years after completion or termination of the Services under this Agreement all the documents mentioned in Paragraph 13.a above.
- Under California Government Code 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement. This Section shall survive expiration or termination of this Agreement.

OWNERSHIP OF DOCUMENTS:

- All documents, in any format or media, prepared by or on behalf of Consultant in connection with the Project are to be considered instruments of service for the execution of the Project. UMRWA shall retain any and all intellectual and property rights in these documents, whether or not the Project is completed. Such documents may not be used for any other purpose without the prior written agreement of UMRWA. However, Consultant shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Consultant in connection with the Project, for the life of said Project.
- Consultant shall not use, infringe upon, or appropriate any such concepts, products, or processes without the express written permission of UMRWA. In the event any of UMRWA's documents are subsequently reused and/or modified in any respect by Consultant without UMRWA's prior consent, Consultant shall hold harmless and indemnify UMRWA from any claims, actions, suits advanced on account of said reuse or modification.

NOTICES: Any notices, written statements, and payments hereunder shall be deemed to have been given when mailed postage prepaid by certified mail, registered mail, or via email with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.

WAIVER: Failure by one Party to notify the other Party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one Party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

GOVERNING LAW: The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the place of the project.

LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by UMRWA's and the Consultant's respective representatives.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names by their duly authorized representatives.

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY:

CONSULTANT:

Richard Sykes, Executive Officer

Liam Walsh

Date: _____

Date: _____

EXHIBIT A
Tribal Liaison Scope of Work

Task	Details	Estimated hours/month
Tribal Engagement Liaison Activities	<p>Serve as UMRWA’s liaison with Tribes and Tribal communities in the region, regularly meeting with them via their preferred method to provide information on the Authority’s planned and ongoing forest initiatives, addressing questions and issues, and soliciting and facilitating involvement and input.</p> <p>Prepare and deliver presentations to Tribal Governments and organizations as a means of engaging Tribal participation in forest-related issues of Tribal interest.</p> <p>Coordinate with Tribal Governments and organizations in their review of forest project plans and environmental documents and assist in developing and submitting Tribal responses/comments to UMRWA Forest Health Staff.</p> <p>Document Tribal relationship building by maintaining UMRWA’s outreach and communication log and through recording documents such as flyers, meeting agendas, attendance rosters, and photographs, as agreed to by Tribal entities or members.</p> <p>Other relevant activities as mutually agreeable.</p>	18
Tribal Engagement Plan	<p>Regularly update the Tribal Contact List of UMRWA’s Tribal Engagement Plan.</p> <p>Develop, recommend, and implement enhancements to UMRWA’s Tribal Engagement Plan to achieve broader inclusion of Tribal interests in the Authority’s forest initiatives and prepare an Update to the Plan by December 31, 2025.</p>	1
Meetings and Travel	<p>Attend semi-monthly UMRWA internal team meetings. Attend other UMRWA Forest Team meetings, routine meetings with Executive Officer as needed to stay informed about UMRWA activities.</p> <p>Coordinate annual meetings with the Eldorado and Stanislaus National Forests Archaeologists to update UMRWA’s federal partners on the Authority’s informal tribal consultation and liaison efforts.</p> <p>Travel expenses directly related to the performance of this Agreement will be subject to the State Sierra Nevada Conservancy travel reimbursement terms described below:</p> <ul style="list-style-type: none"> a) Accommodation-related travel costs: maximum reimbursement rates based on county as shown here: https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203 with no option for approval of an “excess lodging rate.” b) Mileage for travel directly related to execution of the scope of work will be reimbursed at the Reimbursement Rate Per Mile for Personal Vehicle as shown here: https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2202. 	6
Average total hours per month		25



Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: April 25, 2025

Title:

Procurement Policy Amendment

Recommended Actions:

Approve the amended Procurement Policy and Procedure (Policy 4) which increases the Executive Officer's contracting authority.

Discussion:

UMRWA's Procurement Policy and Procedure was first adopted in April 2017 and most recently revised in July 2020. Under the present policy the Executive Officer (EO) is authorized to approve contracts costing up to \$25,000. With significant increases in the amount of grant funding recently awarded to UMRWA the Authority has redoubled its contracting activities to implement FPP-1 fuels treatment projects. Some of these contracts, such as those that provide essential support services (e.g., creating geo-based treatment project contract maps, and performing pre-implementation botanical, archeological, and other required field surveys), are time-sensitive and must precede UMRWA's award of contracts to fuels treatment contractors. The Board's quarterly Board meeting schedule has occasionally made the timely award of these typically less costly support services contracts difficult. To reduce the frequency of these occasions it is recommended the Board increase the EO's contracting authority from \$25,000 to \$50,000.

The recommended revisions to UMRWA's Procurement Policy and Procedure are presented in Attachment 4.

Upper Mokelumne River Watershed Authority

<p>PROCUREMENT POLICY and PROCEDURE</p> <p>General, Professional and Construction Services, and Materials and Supplies</p>	<p>Policy No. 4</p> <p><i>Revised: April 25, 2025</i> Revised: 24 July 2020 Revised: 27 April 2018 Adopted: 28 April 2017</p>
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Excerpt: PROCUREMENT TYPES, LIMITS, METHODS, and AWARDS

Type	Limit	Method	Award
Informal Quote	Up to \$5,000	Obtain up to 3 price quotes by telephone or email whenever feasible.	EO
Formal Quote	Up to \$25,000 <u>\$50,000</u>	Obtain up to 3 written price quotes by email or letter whenever feasible.	EO
Request for Proposal/ Invitation to Bid	Above \$25,000 <u>\$50,000</u>	Issue RFPs (generally conforming to the accompanying <i>RFP Guideline and Template</i>) to seek proposals from at least 3 qualified proposers, and ITBs <u>for competitive bidding processes.</u>	Board

Excerpt: CONTRACT EXECUTION and ADMINISTRATION

1. Professional, general and construction services contracts above ~~\$25,000~~ \$50,000 must be approved by the Board of Directors.
2. The EO, or designee, is responsible for administering agreements between the Authority and consultants and contractors. These responsibilities include verifying compliance with contractual provisions; ensuring that contract tasks are completed on schedule and within budget; verifying the accuracy of invoices; recommending payment; and ensuring that expenditures do not exceed the contract amount.



Upper Mokelumne River Watershed Authority

Agenda No: **6**

Meeting Date: April 25, 2025

Title:

Proposed FY 2026 Budget

Recommended Actions:

Endorse the proposed FY 2026 UMRWA budget and authorize staff to transmit the proposed budget to Member Agencies for review and comment.

Summary:

The proposed FY 2026 budget is presented in Table 1 below. The total member-supported portion of the proposed budget is \$362,310, which is identical to the current fiscal year budget. Presented in Table 2 are member funding offsets. These are in-kind Member contributions and a \$150,000 allocation of projected FY 2025 indirect revenues (per the practice established in 2024). Resulting Member Agency funding allocations and assessment amounts are shown in Table 3.

The budget is organized into the Authority's four primary Member funded program areas. Program work activities planned for FY 2026, and the changes in recommended funding over the current budget amounts, are summarized below.

- a. Maintain the funding level for Board and Authority administration at \$169,000.
- b. Maintain the annual funding support for the local school watershed education program at \$16,500.
- c. Maintain at \$120,000 the funding level for costs associated with the forest health implementation and planning grant proposals, plus funding for UMRWA's Forest Projects Plan – Phase 2 activities not covered by grants.
- d. Maintain at \$0 the funding for IRWM-related tasks requiring Member funding. In FY 2026 UMRWA's IRWM work will be limited to grant funded activities.

Note there are significant non-Member funded portions of the budget. These are entirely supported by grants (SNC, Cal Fire, etc.) and other potential sources (US Forest Service, Blue Forest) associated with FPP activities. These non-Member elements of the budget are reflected in the Treasurer's Report. Awarded but uncollected grant funds will be carried forward to FY 2026. Those amounts will be determined based on the September 30, 2025 end of fiscal year Treasurer's Report.

Table 1 – PROPOSED FY 2026 MEMBER FUNDED BUDGET

Programs	Categories	Member Funds	Total Program Budgets
Board and Authority Administration	Executive Officer	80,000	169,000
	Administrative Officer	80,000	
	Webpage and On-line Doc System	2,500	
	CSDA and SDRMA Insurance	6,500	
Watershed Education	Public school program (STE)	16,500	16,500
Forest Health	Forest Projects Plan – Phase 2	40,000	120,000
	Forest-related Grant Applications	40,000	
	ACCG Administration	20,000	
	Inter-agency liaison & Board support	10,000	
	FPP Direct Expenses	10,000	
IRWM	No member funded activity in FY 2026	0	0
TOTAL BUDGET		\$305,500	\$305,500

Table 2 – FY 2026 MEMBER AGENCY FUNDING OFFSETS

Member assessments	As required by the above Proposed Fiscal Year Budget	\$305,500
In-kind contributions <i>(Estimated based on FY 2025 amounts)</i>	Authority Legal Counsel \$6,500 (Amador County) Accounting (\$21,569), annual audit (\$5,345) and Authority Secretary (\$23,396) (EBMUD)	\$56,810*
	TOTAL MEMBER SUPPORTED BUDGET =	\$362,310
Indirect Fee Allocation	Apply portion of FY 2025 indirect fee receipts as supplemental operating revenue	(\$150,000)
	TOTAL REQUIRED MEMBER FUNDING =	\$212,310

* In-kind labor and expense contributions are Member-provided costs for work performed in support of UMRWA through the fiscal year.

Table 3 – FY 2026 MEMBER FUNDING ALLOCATIONS & ASSESSMENTS

Formula % Share	Member Agency %	Proposed FY25 Allocation	In-Kind Credit	Proposed FY 2025 Assessment	Actual FY 2024 Assessment
Amador Entities 20%	Amador County – 9.2%	19,533	(6,500)	13,033	12,905
	Amador Water Agency – 9.2%	19,533	0	19,533	19,405
	Jackson Valley ID – 1.6%	3,397	0	3,397	3,375
Calaveras Entities 20%	Calaveras County – 6.0%	12,738	0	12,738	12,656
	Calaveras County WD – 9.6%	20,381	0	20,381	20,250
	Calaveras PUD – 4.4%	9,342	0	9,342	9,280
EBMUD	EBMUD – 60%	127,386	(50,310)	77,076	74,570
TOTAL		\$212,310	\$56,810	\$155,500	\$152,441



Upper Mokelumne River Watershed Authority

Agenda No: **7**

Meeting Date: April 25, 2024

Title:

Audited Financials FY 2024 and 2023

Recommended Action:

Accept for Filing

Summary:

East Bay Municipal Utility District, whose Finance Director serves as the Authority's Treasurer, maintains the Authority's financial records. The Authority's financial records for the years ending September 30, 2024 and 2023 have been audited by the independent accounting firm Lance, Soll & Lunghard, LLP. This year's audit is presented in the document titled Upper Mokelumne River Watershed Authority Basic Financial Statements - Fiscal Years Ending September 30, 2024 and 2023.

The financial statements present an independent overview of the Authority's finances, demonstrates the Authority's accountability of the monies it manages, and provides general information related to the preparation of the audit for UMRWA's Board of Directors and management staff. The FY 2024 and 2023 audit report neither finds nor describes any financial problems or irregularities.

A copy of the Basic Financial Statements report is included in the Supplemental Materials Packet.



Upper Mokelumne River Watershed Authority

Agenda No: **8**

Meeting Date: April 25, 2025

Title:

Re-setting Regular Board Meeting Schedule

Recommendation:

Approve Resolution 2025-03 fixing the hour, date, and place of Regular Board meetings.

Summary:

At the April 26, 2024 meeting the Board approved Resolution No. 2024-05 modifying the Board's meeting schedule. The modification moved the July meeting (scheduled to regularly occur the fourth Friday in July) to instead occur the third Friday in August. This schedule modification was made to accommodate the Board's award of forest fuels treatment contracts following the then-planned annual Request for Proposals (RFP) processes. Since then, staff, in coordination with Authority Counsel, have devised an alternative Request for Qualifications process for obtaining competitive proposals from qualified contractors. Thus the return to the prior regular Board meeting schedule is recommended.

Section 5.3 of the UMRWA Joint Powers Agreement specifies that Board meeting details are to be fixed by resolution. Resolution 2025-03 is included.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
RESOLUTION 2025-03

RESOLUTION OF THE BOARD OF DIRECTORS
FIXING THE HOUR, DATE, AND PLACE
OF REGULAR BOARD MEETINGS

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) is a Joint Powers Agency formed in 2000 to address water quality, forest health, water supply and environmental matters. UMRWA is comprised by Amador Water Agency, Calaveras County Water District, Calaveras Public Utility District, East Bay Municipal Utility District, Jackson Valley Irrigation District, Alpine County Water Agency and the counties of Amador, Calaveras and Alpine; and,

WHEREAS, the Joint Powers Agreement establishing the Upper Mokelumne River Watershed Authority provides in Section 5.3 (Meetings of the Board) that the hour, date, and place of Regular Board meetings shall be fixed by resolution of the Board; and,

NOW, THEREFORE, BE IT RESOLVED that the UMRWA Board of Directors hereby:

1. Fixes the hour and dates of Regular Board meetings to be 10:00 a.m. on the fourth Fridays of January, April, July, and October.
2. As an exception to the fixed October Regular Board meeting day, the Board may occasionally adjourn the preceding July Regular Board meeting to instead take place the first or second Friday in October to coincide with the date of a Pardee BBQ event.
3. Sets the place of Regular Board meetings to be Pardee Center, Valley Springs, CA.

Approved and adopted by unanimous vote this 25th day of April 2025.

Jeff Davidson, Board Vice Chairperson

Attest:

Lorna Barfield, Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: **9**

Meeting Date: April 25, 2025

Title:

Legislative Issues Update

Recommendation:

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

Summary:

No specific legislative matters are included in this staff report. At the Board meeting the EO may orally summarize any relevant legislative information that may be obtained prior to the Board meeting. Additionally, Board directors and/or agency staff may have legislation of interest and this agenda item is intended to facilitate discussion of it.