



Upper Mokelumne River Watershed Authority

UMRWA Regular Governing Board Meeting

Agenda

Friday, April 27, 2018 – 1:30 p.m.
McLean Hall, Pardee Center, Valley Springs, CA 95252

ROLL CALL

PLEDGE OF ALLEGIANCE

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

AUTHORITY BUSINESS:

Recommended Action

- | | |
|-------------------------------------------------------------------------------------------------------|----------------------------|
| 1. Board Regular Meeting Minutes of January 26 and Board Special Meeting Minutes of February 23, 2018 | Approve by Motion |
| 2. Procurement Policy – Proposed Local Service Provider Preference | Approve by Motion |
| 3. Pumpkin Hollow Restoration Project | Approve by Motion |
| 4. Cabbage Patch Restoration Project | Approve by Motion |
| 5. MAC Plan Update 2018 – Agreement with Woodard & Curran | Approve by Motion |
| 6. UMRWA 2-Year Work & Staffing Plans (FY2019 – 2020) | Approve by Motion |
| 7. Proposed Fiscal Year 2019 UMRWA Budget | Approve by Motion |
| 8. Proposed Updates to Joint Powers Agreement | Approve by Motion |
| 9. Drought Grant Agreement Extension | Approve by Motion |
| 10. Legislative Issues Update | Discussion/Possible Action |
| 11. DAC & Tribal Involvement Program for Mountain Counties | Discussion/Possible Action |
| 12. Treasurer's Report - First Quarter FY 2018 | Accept for Filing |
| 13. Executive Officer Grant Funded Quarterly Report | Information/Discussion |

BOARD MEMBER COMMENTS:

14. Board Member Comments

EXECUTIVE OFFICER REPORT:

15. Executive Officer's Oral Report (Mokelumne Community Forest, MAC Plan Update RFP)

ADJOURNMENT:

- Next Regular Board Meeting: July 27, 2018 at 1:30 p.m. (McLean Hall, Pardee Center)

Requests for disability-related modification or accommodation, including auxiliary aids or services, may be made to Lisa Stuart at 209.772.8261 or lisa.stuart@ebmud.com no later than 24 hours before the meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **1**

Meeting Date: January 26, 2018

Title:

Regular Meeting Minutes of January 26, 2018 and Special Meeting Minutes of February 23, 2018

Recommended Action:

Approve the regular meeting minutes of January 26, 2018 and the special meeting minutes of February 23, 2018.

Summary:

The summary minutes of the January 26, 2018 regular meeting and the February 23, 2018 special Governing Board meeting are attached for Board review and approval.

Friday, January 26, 2018 – 1:30 p.m.
Governing Board Regular Meeting
Upper Mokelumne River Watershed Authority
McLean Hall – Pardee Center – Valley Springs, CA

Summary Minutes

ROLL CALL

Directors John Coleman, Terry Woodrow, Lynn Morgan, Richard Farrington, Jack Garamendi, Jeff Davidson, Richard Blood, and Ed Gonzalez were present. Also present were Executive Officer Rob Alcott, Authority Counsel Greg Gillott, Authority Secretary Lisa Stuart, and 24 visitors and presenters.

PUBLIC COMMENT –

AUTHORITY BUSINESS

1. Planning Session & Regular Meeting Minutes of October 5, 2017 and October 6, 2017

Motion 01-18 to approve the planning session meeting minutes of October 5, 2017 and the regular meeting minutes of October 6, 2017 was made by Director Woodrow, seconded by Director Davidson, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

2. Hemlock Landscape Restoration Project Negative Declaration (Public Hearing)

As the lead agency for Cabbage Patch project implementation, UMRWA must complete the Initial Study, adopt a Negative Declaration for the Hemlock Landscape Restoration Project and file a Notice of Determination with Calaveras County in satisfaction of CEQA. This is one of several key actions that must be accomplished before UMRWA can proceed with the Cabbage Patch project, the other two being the award of the necessary SNC grant funding and execution of the SPA (Supplemental Project Agreement) with the USFS authorizing the Authority to undertake the project. These later two actions will be addressed at the Board's April 27 meeting. The EO was asked to clarify why UMRWA was filing CEQA documents instead of NEPA documents; the NEPA process was previously completed by USFS and the CEQA documents are incorporating that information.

Motion 02-18 to (1) Approve the Initial Study and adopt the Negative Declaration for the Hemlock Landscape Restoration Project and (2) Authorize the filing of a Notice of Determination with Calaveras County was made by Director Davidson, seconded by Director Farrington, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

3. AB 142 Wild and Scenic Study – Draft Report

Mr. Joey Wall, Policy Advisor at the California Natural Resources Agency (CNRA) is CNRA's lead staff person for administering the Mokelumne River Wild and Scenic study called for by AB 142 (Bigelow). Mr. Wall attended the Board's July 28, 2017 meeting and presented an update on the development of the study at that time. At this meeting, he provided the Board with an update on the status of the AB 142 Wild and Scenic Study, which has been posted publicly today and will be available for public comment for the next 32 days. He answered questions and informed the Board and attending members of the public that there is a public comment meeting scheduled at Mokelumne Hill Town Hall February 15, 2018 from 6:00 to 8:00 pm; public comments will be accepted until February 28, 2018. The Board requested a special meeting to discuss and possibly comment on the Study. It was suggested that the Board schedule the special meeting after the February 15 public meeting has occurred to allow board members to attend and view what is expected to be

several in-depth presentations. It was agreed that the special meeting would be held on February 23, 2018 at McLean Hall at Pardee Center at 1:30 p.m.

4. Pumpkin Hollow Restoration Project

The Pumpkin Hollow work plan includes two phases. Phase 1, which will treat about 700 acres of USFS lands, was initiated in 2017 with the Authority entering into general services agreements with three contractors and the Greater Valley Conservation Corps (GVCC). All contracted restoration work will be completed as provided under the Pumpkin Hollow SPA and SNC grant agreements. UMRWA's Pumpkin Hollow Project Manager John Quidachay (Landmark Environmental), who is regularly in the field coordinating UMRWA's work with the USFS staff, the GVCC and our hired contractors, presented a brief update to the Board at this meeting.

Motion 03-18 to approve a 1-year extension to the GVCC agreement for the Pumpkin Hollow project was made by Director Morgan, seconded by Director Garamendi, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

5. Mokelumne Meadow Restoration and Erosion Control Project Support

Director Farrington has been working with a sub-group of the Amador Calaveras Consensus Group (ACCG) to identify watershed improvement projects for USFS Power Fire Settlement Funds to restore 3 meadows and eliminate adverse impacts from 5 roads around the meadows in the North Fork Mokelumne watershed. Project goals are to improve water quality, reduce sediment into streams, increase water yield, release cold water throughout the otherwise dry summers and improve Sierra Yellow Legged Frog habitat. Eldorado National Forest staff has indicated funds are available and they will perform the road erosion work this summer. Opportunities for meadow restoration grant funding are expected to open soon. UMRWA's support for these projects is being solicited and Director Farrington gave a brief presentation to the Board providing an overview of the project.

Motion 04-18 to authorize the Executive Officer to send a letter to the Eldorado National Forest Supervisor (and others as appropriate) expressing the Board's support for North Fork Mokelumne meadows restoration and erosion-control projects, and its willingness to consider providing in-kind support to assist in securing potential meadows restoration grant funding was made by Director Farrington, seconded by Director Gonzalez, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

6. Board Planning Session Follow-up Actions

At the October 5, 2017 Planning Session the Board reviewed key aspects of the Authority's 17-year history and current organizational circumstances, and reviewed potential new UMRWA programs and related initiatives to address future regional water resource-related needs. This agenda item presents a summary of the topics considered by the Board and presents several recommended actions to address Board identified issues and concerns.

Motion 05-18 to authorize the Executive Officer to initiate the following actions:

- Work with USFS staff to develop an Upper Mokelumne River Watershed Healthy Forests Plan to guide future UMRWA initiatives
- Actively track potential healthy forests grant and other funding opportunities
- In coordination with USFS staff, develop and conduct an informational seminar for local contractors to help prepare them for potential future UMRWA contracting opportunities
- Review again, at the April 27 Board meeting, the 'community benefit' criteria in UMRWA's Procurement Policy

- Work with Authority Counsel to develop a revised JPA agreement for Board review on April 27
- In coordination with Member Agencies, prepare an UMRWA staffing transition plan to facilitate the appointment of a new Executive Officer in July 2018

Motion 06 – 18 was made by Director Davidson, seconded by Director Farrington, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

7. Update on Prop 84 Implementation Grants

This agenda item presents brief updates on fulfillment of the two ongoing UMRWA Proposition 84 Implementation Grants awarded by the Department of Water Resources; the 2014 Drought Grant and the Round 2 Implementation Grant. No action was taken at this meeting; general consensus of the Board is that EO should sign the agreement and come back to the April 27 meeting for ratification.

8. State Water Board Water Quality Plan Update

The State Water Board is in the process of developing and implementing updates to the Bay-Delta Plan to protect beneficial uses in the Bay-Delta watershed. Phase I of this work involves updating San Joaquin River flow and southern Delta water quality requirements included in the Bay-Delta Plan. The proposed Phase II changes to the Bay-Delta Plan include: new inflow requirements for the Sacramento River, its tributaries, and eastside tributaries to the Delta (the Mokelumne, Calaveras and Cosumnes Rivers); new and modified Delta outflow requirements; new requirements for cold water habitat; new and modified interior Delta flow requirements; recommendations for complementary ecosystem protection actions that others should take; and adaptive management, monitoring, evaluation, special study, and reporting provisions. EBMUD's Richard Sykes presented an oral report regarding the State Water Board's update activities to the Board.

9. Legislative Issues Update

No pending legislation was identified at the time this agenda packet was being prepared that is squarely within UMRWA's field of interest. Thus, no legislation has been reviewed and summarized for inclusion in this agenda item. Director Farrington asked if UMRWA staff were tracking HR2936 Resilient Forest Act.

10. Financial Statements for the Year Ending September 30, 2017

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 year ending September 30, 2017 have been audited by the independent accounting firm Maze and Associates. This year's audit is presented in the document entitled *Upper Mokelumne River Watershed Authority Basic Financial Statements for the Years Ending September 30, 2017 and September 30, 2016*.

Motion 07-18 to accept the Financial Statements for the year ending September 30, 2017 as submitted was made by Director Davidson, seconded by Director Garamendi, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

11. Treasurer's Report - First Quarter FY 2018

A copy of the Treasurer's Report for the First Quarter of fiscal year 2018, which ended December 31, 2017, is attached and was presented at the Board meeting.

Motion 08-18 to accept the Treasurer's Report for the First Quarter of fiscal year 2018 which ended December 31, 2017 as submitted was made by Director Davidson, seconded by Director Morgan, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

12. Executive Officer Grant Funded Quarterly Report

The EO presented the quarterly report.

Board Member Comments: Director Farrington spoke regarding the IRWM \$1.3million DWR grant for outreach to disadvantaged communities for water/wastewater needs. He has been participating and a contractor is beginning work, but they need volunteers to assist in mapping disadvantaged communities. Jack Garamendi asked Rich to call with further information.

Executive Officer Comments: The EO updated the Board on the status of the RFP being prepared in February to contract for the update to the IWRM plan. He also stated that he has spoken with Bill Hague of BLM regarding the Community Forest project and there is no documentation ready to present to the board; BLM says there is a lot of work getting done, just on the ground and not on paperwork.

ADJOURNMENT: Director Coleman adjourned the meeting at 3:23 p.m. in honor of the late Hank Willy, one of the original UMRWA JPA members. A special meeting will be held February 23, 2018 at 1:30 p.m. and the next regular meeting will be April 27, 2018 at 1:30 p.m., both at Pardee Center.

SUBMITTED BY:

Lisa Stuart, Authority Secretary

John Coleman, Chair of the Board
APPROVED: April 27, 2018

Friday, February 23, 2018 – 1:30 p.m.
Governing Board Special Meeting
Upper Mokelumne River Watershed Authority
McLean Hall – Pardee Center – Valley Springs, CA

Summary Minutes

ROLL CALL

Directors John Coleman, Terry Woodrow, Richard Farrington, Jack Garamendi, Lynn Morgan, Scott Ratterman, Richard Blood, and Ed Gonzalez were present. Also present were Executive Officer Rob Alcott, Authority Counsel Greg Gillott, Authority Secretary Lisa Stuart, and 13 visitors and presenters.

PUBLIC COMMENT – None

AUTHORITY BUSINESS

1. AB 142 Wild and Scenic Study – Draft Report

Phil Dunn of GEI Consultants provided a presentation to the Board that had been presented to the public at the Mokelumne Town Hall on February 15, 2018. He included information that the deadline for written comments has been extended from February 28 to March 8, 2018 and provided the address for written comment in his presentation. He and Joey Wall continued to answer questions from the Board after the presentation. Explaining the process for the study, Mr. Wall stated that the report would be delivered to the assembly by March 31, 2018, but that they have no further responsibility at that point; they do not pursue a sponsor for a bill to further the designation.

Motion 08-18 that UMRWA supports and appreciates the transparency and effort that California Natural Resources Agency (CNRA) has made on the AB142 (Bigelow) study, while listening to stakeholders, considers that UMRWA's investment in the study was worthwhile and hopes stakeholders work together to complete the special provisions that will achieve broad stakeholder support and conclude with inclusion in the State Wild & Scenic River System was made by Director Farrington, seconded by Director Gonzalez, and carried by voice vote: Yea 6 – Nay 0 – Abstain 2 (Woodrow and Morgan).

Board Member Comments: None

Executive Officer Comments: None

ADJOURNMENT: Director Coleman adjourned the meeting at 2:50 p.m. The next regular meeting will be April 27, 2018 at 1:30 p.m. at Pardee Center.

SUBMITTED BY:

Lisa Stuart, Authority Secretary

John Coleman, Chair of the Board
APPROVED: April 27, 2018



Upper Mokelumne River Watershed Authority

Agenda No: **2**

Meeting Date: April 27, 2018

Title:

Procurement Policy – Proposed Local Service Provider Preference

Recommended Actions:

Approve the proposed amendments to the UMRWA Procurement Policy to establish a Local Service Provider preference.

Summary:

At the October 5 Planning Session the Board reviewed the Authority's history and current organizational circumstances, and discussed potential new UMRWA programs and related initiatives to address future regional water resource-related needs. One of the specific follow-up actions requested by the Board at the January 26 meeting was to re-review the 'community benefit' criteria in UMRWA's Procurement Policy at today's Board meeting.

Discussion:

Attached is a draft revised UMRWA Procurement Policy that includes a preference for Local Service Providers in place of the generalized community benefit provision included in the initial policy. As written, the proposed policy provides a 5% allowance for qualified local businesses proposing or bidding on UMRWA work. A copy of the Procurement Policy is attached with the proposed edits highlighted in yellow.

Providing more clarity in the Authority's Procurement Policy on local preference at this juncture will be appropriate and advantageous. Doing so is a timely response to Board and public comments expressed on this question at the October planning workshop. It is also timely as any changes adopted by the Board today can be reflected in the two sets of RFP's that are the subjects of the next two following agenda items (concerning the Pumpkin Hollow and Cabbage Patch Projects).

It may be worth noting that staff research of procurement policies governing other public agencies here in CA (and elsewhere) suggests a preference of up to 5% is widely viewed to be a defensible preference when its policy purpose is fairly articulated. It is the preference applied by Monterey and Sonoma Counties, and by CCWD.

Upper Mokelumne River Watershed Authority

PROCUREMENT POLICY and PROCEDURE General Services, Professional Services and Materials and Supplies	Policy No. 4 Adopted: 28 April 2017 Revised: 27 April 2018
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IT IS THE POLICY OF THE UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
TO:

- Secure general and professional services for the Authority's use so as to receive high value for each dollar expended consistent with ultimate need, service quality, and provider performance. In doing so:
 - Provide a fair and impartial competitive environment.
 - Provide equal opportunity in its procurement of general and professional services, and materials and supplies.
 - Seek a reasonable rate of participation by local businesses in the Authority's procurement activities.
- Provide uniform methods and procedures for receiving and opening proposals for general and professional services and materials and supplies.
- Place the authority and responsibility with the Executive Officer, or designee, to administer and coordinate all of the above.

FURTHER, IT IS THE POLICY OF THE AUTHORITY with regard to general services agreements and procurement of materials and supplies to promote employment and business opportunities for local residents and firms by giving preference to qualified local business engaged in providing such services.

PROCEDURE:

PURPOSE and SCOPE

The purpose of this procedure is to provide guidance, define responsibility and assign authority for the procurement of general services, professional services, and materials and supplies. This procedure applies to the procurement and administration of all Authority procurements. On any occasion this procedure does not effectively address a procurement question or issue encountered, staff will seek further direction from the Board of Directors.

DEFINITIONS

General Services: General services are recognized as physical tasks that often require the provision and use of special tools, equipment, and/or the technical ability and experience to use such items. Examples of general services include logging operations, truck drivers, heavy equipment operators, and well drilling services. General services normally result in specific physical tasks being accomplished. General services often fall within the legal definition of a public work and as such are subject to public work requirements including DIR registration, submission of form PWC 100 to DIR, payment of prevailing wages and use of apprentices.

Professional Services: Professional services are services requiring specialized knowledge or expertise provided by independent contractors in such areas as legal, programming, planning, economics, finance, environmental, construction management, and engineering. Broadly speaking, professional services normally result in a report, drawing, plan or document as the final product or contract deliverable.

Local Service Provider: A business enterprise, including but not limited to a sole proprietorship, partnership, or corporation, which has the following:

- A valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
- Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, physically located within Amador, Calaveras or Alpine County.
- Been in existence, in the Provider's name, within the Community Benefit Area for at least two (2) years immediately prior to the issuance of either a Request for Proposals or bid solicitation by the Authority.

Community Benefit Area: This is an area comprised by the counties of Amador, Calaveras and Alpine.

Materials and Supplies: Materials and supplies are tangible items such as office equipment, business supplies, building materials and tools.

RESPONSIBILITY FOR PROCUREMENT OF SERVICES

1. The Executive Officer, or designee, is responsible for administering all Authority procurements. Accordingly, the Executive Officer is authorized to carry out authorized bid and/or proposal solicitations for general and professional services procurements in conformance with this Policy and Procedure.
2. When and as necessary to fulfill Authority purposes, the EO will recommend to the Board potential general or professional services procurements. When and as authorized by the Board the EO will:
 - Take necessary actions consistent with this Policy and Procedure to complete the bid and/or proposal process.
 - Generally use the Request for Proposal (RFP) Guideline and Template as the basis for soliciting and evaluating proposals.
3. Board authorized purchases of materials and supplies may be procured by the EO, or designee, in conformance with this Policy and Procedure.

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	Obtain up to 3 written price quotes by email or letter whenever feasible.	EO
Request for Proposal	Above \$25,000	Issue Requests for Proposals (generally conforming to the accompanying <i>RFP Guideline and Template</i>) to seek proposals from at least 3 qualified proposers.	Board

SELECTION AND AWARD

Professional and General Services: Professional and general services selection decisions are generally qualifications based decisions. Accordingly, assuming a reasonable price for the service can be negotiated, the Authority may consider multiple potential service providers and award a contract to the provider it determines is best qualified to perform the work. Regardless of the value of the resulting contract, this selection decision must be documented.

Generally, the following factors will be considered in determining the best-qualified professional and/or general services provider.

- Approach and technical criteria – for example: planned approach, key personnel, organizational capacity, production capability, schedule availability
- Cost – for example: total amount, reasonableness, affordability
- Relevant experience – for example: knowledge of local conditions from prior work within region, extensiveness of provider's experience, degree of direct experience of assigned individuals

- Community benefit – for example: workers residing in region, utilization of regional suppliers for goods and services, training opportunities, physical presence in region
- References – for example: demonstrated competence, quality of work, effective communication, budget adherence, degree of cooperativeness

Materials and Supplies: Material and supply procurements generally will be awarded to the lowest responsive and qualified bidder. A responsive bidder is one that is in substantial conformance with the requirements of the bid solicitation. A qualified bidder is one that has the demonstrated ability, capability and skill to satisfactorily fulfill the requirements of the bid solicitation within the time required.

Sole Source Purchases: Services, materials and supplies that can be obtained from only one provider are exempt from the competitive procurement process. Sole source procurements may include proprietary items sold directly from the manufacturer or one authorized provider; items that could normally be obtained competitively but due to an emergency situation must be obtained from a specific provider; or a certain good or service that has been proven to be available from only one acceptable provider. The Executive Officer shall provide written justification to the Board of Directors of any sole source procurement.

COMMUNITY BENEFIT

The Authority recognizes that strategies that promote the use of Local Service Providers helps preserve local businesses, retain local dollars within the community, and enhance employment opportunities, all of which contribute to sustaining the economic health of local communities.

The Executive Officer, or designee, shall consider the locality of business enterprises submitting proposals and bids to the Authority. In evaluating proposals or bids submitted to the Authority by a qualified Local Service Provider the applicable preference as specified below shall be applied.

General Services: A five percent (5%) preference will be applied to the scoring evaluation of proposals submitted by qualified Local Service Providers.

Materials and Supplies: When price is the determining factor for an award a five percent (5%) preference shall be subtracted from a bid submitted by a qualified Local Service Provider. If application of the 5% results in the Local Service Provider's bid being at or lower than the non- local vendor, the award shall be made to the Local Service Provider at the Local Service Provider's bid price.

Declaration of Local Service Provider: To qualify for consideration under this preference, a business enterprise must meet applicable criteria and include a completed Declaration of Local Service Provider (see Appendix A) in any proposal or bid submitted to the Authority.

Quality and Fitness: The preference established in this policy shall not be construed to limit or restrict the Authority from comparing quality and fitness of proposed services and from

comparing the qualifications, character, responsibility and fitness of all firms submitting proposals. The preference established in this policy shall not be construed to prohibit the Authority from giving any other preference permitted by law.

Affordability: Application of the preference established in this policy is contingent on the availability of sufficient funding.

CONTRACT EXECUTION and ADMINISTRATION

1. Professional and general services contracts above \$25,000 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.

PROTESTS AND REJECTION OF BIDS

1. Bid protests will be considered by the Authority provided a written protest on company letterhead is received by the Authority Secretary within seven working days after notification of selection/non- selection.
2. Protests will be accepted from bidders or potential bidders only. Bid protests shall contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the RFP title and/or number, the name of the firm protesting, and the name, telephone number, email address and physical address of the protestor.
3. If the Authority does not receive the bid protest within the seven working day protest period, the protesting party bears the burden of proof to submit evidence (e.g., certified mail receipt) that the protest was sent in a timely manner for it to be received by the Authority within the bid protest period.
4. Upon receipt of a written protest, the Authority Secretary will confirm receipt to the sender and inform the EO. The EO will consult with Authority Counsel and conduct an investigation into the protest.
5. If the EO determines that the protest is valid, one of the following actions may be taken:
 - All bids may be rejected and a re-bid conducted.
 - All bids may be rejected and no re-bid conducted.
 - An award may be made to the best remaining responsive qualified bidder.
6. Affected bidders will be notified by certified mail of the action taken. If the protest is denied, the EO shall provide the determination to the affected bidders by email and

certified mail, and the award will be made to the best responsive qualified bidder in accordance with the applicable bid solicitation documents.

7. The bid protester can appeal the determination to the Authority Board of Directors. The appeal must be submitted to the Authority Secretary no later than five working days from the date of receipt of the EO's determination on the initial protest.
8. Such an appeal must be made in writing on company letterhead and must include all grounds for the appeal and copies of the original protest and the Authority's response (email accepted with a signed letter attached and formatted as a PDF).
9. The appeal will be scheduled for the next Board of Director's meeting and the Authority Secretary shall advise the protestor of the date, time, and location of the Board of Directors meeting at which staff will make a recommendation regarding the appeal and award and inform protester it may request to address the Board of Directors at that meeting.

CHANGE ORDERS

1. The EO is authorized to approve change orders to a Board-approved professional and general service contract in a cumulative sum amount not to exceed 10 percent of the original contract amount provided sufficient remaining budget is available.
2. Change orders that exceed the EO's cumulative 10 percent limit and change orders for which there is insufficient available budget must be approved by the Board of Directors.

PROHIBITED ACTIONS

No one participating in a procurement process on the Authority's behalf shall:

1. Accept any gift, fee, compensation or payment of expenses that results in private gain in return for preferential treatment; nor
2. Grant any special consideration, treatment, or advantage to any person or company beyond that which is available to every other person or company in similar circumstance.

Appendix A

DECLARATION OF LOCAL SERVICE PROVIDER

The Upper Mokelumne River Watershed Authority (UMRWA) may give local business enterprises a preference when awarding general service agreements as set forth in UMRWA's Procurement Policy.

In order to qualify for consideration with this preference, a business enterprise must meet the following criteria:

- A valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
- Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, physically located within Amador, Calaveras or Alpine County.
- Been in existence, in the Provider's name, within the Community Benefit Area for at least two (2) years immediately prior to the issuance of the Request for Proposals or bid solicitation by the Authority.

All information submitted is subject to investigation, as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the Proposer not being considered as a Local Service Provider under this policy.

1. Legal name of business: _____
2. Physical address of principal place of business or satellite office with at least one employee:

3. Business license number issued by County or incorporated city: License Number: _____ Issued by: _____
4. Year business established in Amador, Calaveras or Alpine County.

Authorized Signature: _____

Date: _____

Printed Name & Title: _____



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: April 27, 2018

Title:

Pumpkin Hollow Restoration Project

Recommended Actions:

Authorize the release of Phase 2 Requests for Proposals for the general services work described and authorized in the Pumpkin Hollow Restoration Project SPA (Specific Project Agreement) and the Sierra Nevada Conservancy Prop 1 grant agreement.

Summary:

The Phase 2 RFPs will be issued the second week in June (scheduled to shortly follow the contractor training session planned the first week in June) and to coincide with field conditions that allow access to the project sites. Award of general services agreements to the best-qualified bidders will be scheduled for the July 27 Authority Board meeting. Work activities would be expected to begin in August provided weather and field conditions are suitable.

The Pumpkin Hollow work plan includes two phases. Phase 1, includes treating about 700 acres of USFS lands, was initiated in 2017 with the Authority entering into general services agreements with three contractors and the Greater Valley Conservation Corps (GVCC). All contracted restoration work will be completed as provided under the Pumpkin Hollow SPA and SNC grant agreements.

Phase 2 includes treatment to the remaining 270 acres. This work will be contracted and performed in 2018 with any unfinished work held over to 2019. Phase 2 work includes:

- Meadow/Aspen restoration (78 ac)
- Forest restoration (81 ac)
- Fuel breaks (113 ac)

[Draft copies of the two RFPs are included in the Supplemental Materials Packet that accompanied this agenda packet.]

Supplemental Project Agreement:

A total \$614,665 is budgeted in the Supplemental Project Agreement for Pumpkin Hollow work. These USFS dollars, in combination with UMRWA's Sierra Nevada Conservancy's Prop 1 Healthy Watersheds grant, will fund the work UMRWA has and will award to contractors to perform on the USFS's behalf. SPA funding remaining available to UMRWA for Phase 2 treatments to 272 acres is \$136,500. This amount will be supplemented by approximately \$50,000 in timber receipts that will accrue to the project as part of the Phase 2 work. These funds are expected to be needed, in part, to pay project contractors. The details of the final project budget will be developed once contractors have been selected and prices finalized. Any necessary changes or to the SPA financial plan will be presented at the April 27 Board meeting.

Status of Phase 1 Work:

The four contractors, the contracted work activity and associated acreages, and the work remaining to be completed in 2018 are shown in the table below.

Work Activity (and amount)	Completed Work - 2017	Scheduled Work - 2018	Contractor
Plantation Thinning and Mastication (239 acres)	44.5	185.5	Tree Services Unlimited
Road Maintenance and Roadside Fuel Break (21 acres & 9 miles)	0	21, plus 9 road miles	J&R Logging
Hand Treatments (393 acres)	0	393	Summitt Forests Inc.
Scenic Corridor Hand Treatments (45.5 acres)	29.7	15.8	Greater Valley Conservation Corps



Upper Mokelumne River Watershed Authority

Agenda No: **4**

Meeting Date: April 27, 2018

Title:

Cabbage Patch Restoration Project

Recommended Action:

Authorize the release of Requests for Proposals for the general services work tentatively described and authorized in the Cabbage Patch Restoration Project SPA (Specific Project Agreement) and the awaited second Sierra Nevada Conservancy Prop 1 grant agreement.

Summary:

With the Authority's CEQA obligations related to the Cabbage Patch project now fulfilled, implementation of Cabbage Patch may proceed once UMRWA secures its SNC funding and enters into a SPA agreement with the USFS. With respect to SNC, UMRWA has been notified it has been selected for a \$500,000 Prop 1 grant for Cabbage Patch. SNC is scheduled to formally award this grant at its June 7 Board meeting. A grant agreement similar to the Pumpkin Hollow agreement will then be developed. Regarding the Forest Service agreement, Authority and Forest Service staffs are presently drafting the Cabbage Patch SPA agreement. The SNC grant agreement, SPA agreement, along the general service agreements for recommended Cabbage Patch contractors, will all be presented for Board approval on July 27.

As noted in the preceding agenda item, UMRWA and FS staff will be conducting the contractor workshop the first week in June (timed to immediately precede the release of Requests for Proposals the second week in June). UMRWA costs associated with the contractor workshop (up to \$5,000) may be recoverable from the SNC grant. Due to schedule requirements (i.e. the sequenced timing of the release of RFPs, the contractor workshop, the contractors pre-bid meeting, proposal due date, and compiling the July 27 Board agenda packet) UMRWA will pay these costs and then seek reimbursement from the SNC.

Discussion:

The Cabbage Patch Restoration Project is located on the Stanislaus National Forest in Calaveras County, California and is a subset of the 14,075-acre Hemlock Landscape Restoration project (Hemlock), which is in turn a component of the even larger Cornerstone Collaborative Forest Landscape Restoration Program (CFLRP) (390,904 acres). Project activities are planned in the Long, Hay, Horse, Middle and Water Gulch drainages that flow into the Mokelumne River upstream of Pardee Reservoir. The Cabbage Patch project is a high priority area for fuels treatments due to dense, overstocked, homogeneous forested conditions that are susceptible to mortality from drought, pests,

pathogens, and catastrophic wildfire. Elevations within the project area range between 6,000 feet and 7,300 feet.

The programmed work for the 1,219-acre Cabbage Patch project is organized into two sub-projects, with one (314 acres) to be performed by UMRWA and the other (905 acres) to be performed by the Stanislaus National Forest. This differs from our approach to Pumpkin Hollow whereby UMRWA is performing all treatments to the 971-acres project. This will bring welcome simplification to administrative and invoicing aspects of Cabbage Patch. However, it also means the Stanislaus NF must ensure that it fulfills the full 905-acres of treatment as that is what UMRWA pledged to SNC as the match for the Prop 1 grant. Thus the Cabbage Patch SPA agreement will address the mutual and dependent treatment obligations of both UMRWA and the Stanislaus NF.

The table below presents the primary Cabbage Patch elements for UMRWA and the Stanislaus NF that will be reflected in the SPA agreement presented for Board approval at the July 27 meeting.

Work to be Performed by UMRWA (and funded by SNC)		
TASK	ACRES	BUDGET (\$)
Hand thinning (CCC)	9	\$27,000
Hand thinning (contractor)	173	154,800
Mechanical thinning	132	198,000
Contractor training workshop	-	5,000
Inspections/quality control/signage	-	33,500
Grant administration & reporting	-	31,690
Indirect/UMRWA	-	50,010
Total SNC grant =	314	\$500,000
Work to be Performed by USFS (and Federally funded)		
Restoration and fuels treatments	905	650,000
Overhead Assessment	-	52,000
USFS total =	905	\$702,000
PROJECT TOTAL	1,219	\$1,202,000



Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: April 27, 2018

Title:

MAC Plan Update 2018 – Agreement with Woodard & Curran

Recommended Action:

Approve an agreement with Woodard & Curran in an amount not to exceed \$129,340.

Summary:

The Mokelumne-Amador-Calaveras (MAC) Integrated Regional Water Management (IRWM) Plan was last updated in 2013 consistent with the then applicable *Proposition 84 & Proposition 1E Integrated Regional Water Management Guidelines* (DWR, November 2012). In November 2014, California voters approved the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1). Prop 1 allocates \$510 million (of which \$13 million is allocated to the Mountain Counties overlay region) to the IRWM grant program administered by DWR. In response to this new source of IRWM grant funding DWR in 2016 updated its IRWM Guidelines. In order to be eligible to apply for funding under this program UMRWA must update the MAC Plan to conform to the new DWR guidelines.

Discussion:

The Board in October 2017 requested staff seek proposals from qualified firms to update the MAC Plan to meet the 2016 DWR guidelines. Staff issued a Request for Proposals to five firms with IRWM plan experience; Woodard & Curran (of which RMC is now a part), West Yost and Associates, Kennedy Jenks, GEI, and Landmark Environmental Inc. Woodard & Curran was the sole proposer.

Woodard & Curran's proposal, at \$129,340 anticipates a briefer project schedule (with substantial completion by December 2018 per DWR scheduled grant solicitation), substitutes Katie Cole (who supported both the prior MAC Plan Update and the MokeWISE Project) for Alyson Watson as Project Manager, and reduces the RPC stakeholder committee meetings from five to three. The initial fee estimate submitted by Woodard & Curran, which was discussed at the Board's October meeting, was \$185,000.

The project scope substantively remains the same where multiple sections of the MAC Plan will be updated to meet the new standards and thus be eligible for future IRWM grant funding. These include:

- Regional Description
- Plan Objectives
- Resources Management Strategies
- Relation to Local Water Planning
- Relation to Local Land Use Planning
- Climate Change

- Project Review Process
- Plan Performance and Monitoring

Additionally, the MAC Plan's list of implementation projects will be updated and reprioritized. It is expected the revised list of projects will include forest fuel reduction and forest health improvement projects.

[A copy of the recommended professional services agreement with Woodard & Curran is included in the Supplemental Materials Packet that accompanied this agenda packet.]



Upper Mokelumne River Watershed Authority

Agenda No: **6**

Meeting Date: April 27, 2018

Title: UMRWA 2-Year Work & Staffing Plans (FY2019 & 2020)

Recommended Actions:

1. Establish a contracted staff position for inclusion in the FY 2019 UMRWA Budget entitled Administrative Officer.
2. Request staff to develop and present two consulting service agreements to the Board on July 27; one with Richard Sykes as Executive Officer effective beginning January 1, 2019, the other with Rob Alcott as Executive Officer effective October 1 through December 31, 2018 and Administrative Officer thereafter.

Summary:

At the October 2017 Planning Session the Board reviewed key aspects of the Authority's history and current organizational circumstances, and reviewed potential new UMRWA programs and related initiatives to address future regional water resource and forest health related needs. With respect to the Authority's staffing, the Board expressed its preference that UMRWA maintain its non-employer status and to continue to utilize contractors and member-agency provided services to fulfill Authority work obligations.

In a follow-up action the Board on January 26 directed staff to formulate a plan to transition to a new Executive Officer while ensuring current and future planned work tasks can be effectively completed. Accordingly, presented below are the proposed UMRWA Work Plan and UMRWA Staffing Plan for the next two fiscal years.

UMRWA Work Plan:

The work the Authority is expected to undertake over the next two plus years is presented in Table 1 below. Also shown is who will be performing this work; the tasks are performed by both *paid contractors* and by in-kind services provided by member agencies.

UMRWA Staffing Plan:

Since 2007 UMRWA's work has been performed by paid contractors (the Executive Officer and consultants) and by member-agency staff (EBMUD, Amador County, and recently AWA). In order to: (1) fulfill an updated and expanded Authority work plan; (2) develop a broader staff-base; and (3) transition to the time when the current EO is no longer in a support role, UMRWA's staffing is proposed to be augmented beginning in next fiscal year 2019.

The current year plan and the proposed staffing plan for fiscal years 2019 and 2020 are shown in Table 2 below. The member-funded costs associated with the proposed Executive Officer and Administrative Officer plan are estimated at about \$100,000, an increase of \$20,000 over the current year budget for contracted staff. These costs are reflected in the proposed FY2019 budget (agenda item 7).

Executive Officer Transition:

To facilitate the transition to a new Executive Officer two actions are recommended. The first is for the Board to create a contracted staff position entitled Administrative Officer. This position will facilitate the migration of the EO's primary duties and assist in the development of the Authority's expanded forest health program. The second is to request staff to develop and present two consulting service agreements to the Board on July 27, one with Richard Sykes as Executive Officer effective beginning January 1, 2019, and the other with Rob Alcott as Executive Officer effective October 1 through December 31, 2018 and Administrative Officer thereafter. [Note: Mr. Sykes will leave his position with EBMUD prior to assuming his contract duties with UMRWA.]

Table 1 - Work Plan -		
Program	Activity	Performed by: Primary/Support
Forest Health	<ul style="list-style-type: none"> - Contractors Workshop - Pumpkin Hollow Implementation - Cabbage Patch Implementation - Forest Restoration Projects Plan - Funding Opportunities Tracking - Forest-related Grant Applications - BLM Community Forest 	<i>Karen Quidachay (LEI)</i> <i>Executive Officer</i> <i>Administrative Officer</i> <u>Cris Thompson (AWA)</u>
MAC Plan	<ul style="list-style-type: none"> - Prepare MAC Plan Update 2018 - Secure DWR approval 	<i>RMC (W&C)</i> <i>Karen Quidachay (LEI)</i>
Implement- ation Grants	<ul style="list-style-type: none"> - Drought Grant administration - Project/grant close-out reports 	<i>Administrative Officer</i> <i>RMC (W&C)</i>
Watershed Education	<ul style="list-style-type: none"> - STE public schools program 	<i>CSRCD and STE</i> <i>Administrative Officer</i>
Legal	<ul style="list-style-type: none"> - Board meetings - Legal support to staff 	<u>Greg Gillott (Amador County)</u>
Administration & Accounting	<ul style="list-style-type: none"> - Board agenda packets - Board minutes - Budget administration - Accounting & Annual audit - Website maintenance - FPP administration - Records management 	<i>Executive Officer</i> <i>Administrative Officer</i> <i>RMC (W&C)</i> <u>Lisa Stuart (EBMUD)</u> <u>Scott Klein (EBMUD)</u> <u>Manuel Alvarez (EBMUD)</u>

Table 2 - Staffing Plan -		
Category	Current/FY18	Proposed FY19/20
Contracted Staff	Executive Officer Contract Associate	Executive Officer Administrative Officer
Contracted Consultant Support	CSRCD • STE (LLC) Landmark Environmental Inc.	CSRCD • STE (LLC) Landmark Environmental Inc.

	<ul style="list-style-type: none"> • Karen Quidachay • Pat Ferrell • John Quidachay RMC (W&C) <ul style="list-style-type: none"> • Web/Opti support 	<ul style="list-style-type: none"> • Karen Quidachay • Pat Ferrell • John Quidachay • Jan Bray RMC (W&C) <ul style="list-style-type: none"> • Web/Opti support • MAC Update 2018
Member-provided Support	<u>EBMUD</u> <ul style="list-style-type: none"> • Authority Secretary • Treasurer • Budget/Accounting <u>Amador County</u> <ul style="list-style-type: none"> • Authority Counsel 	<u>EBMUD</u> <ul style="list-style-type: none"> • Authority Secretary • Treasurer • Budget/Accounting <u>Amador County</u> <ul style="list-style-type: none"> • Authority Counsel <u>Amador Water Agency</u> <ul style="list-style-type: none"> • Grant invoicing



Upper Mokelumne River Watershed Authority

Agenda No: **7**

Meeting Date: April 27, 2018

Title:

Proposed Fiscal Year 2019 UMRWA Budget

Recommended Action:

Endorse the proposed FY 2019 UMRWA budget and authorize staff to transmit the proposed budget to Member Agencies for review and comment.

Summary:

The proposed FY 2019 budget is presented in Table 1 (next page). The total member-supported portion of the proposed budget (including in-kind) is \$392,500. This is almost twice the current year amount, and slightly less than the year prior (\$336,000).

Presented in Table 2 are in-kind funding offsets and new revenues from overhead (paid by USFS) or administration fees (per SNC grant). Resulting Member Agency funding allocations and estimated assessment amounts are shown in Table 3.

The draft budget is organized to distinguish between the Authority's two primary revenue sources, Member funding and non-Member funding (grant and USFS funding). The Authority's work activities planned for FY 2019 are similarly organized as shown below.

For the Member-funded portion of the proposed FY2019 budget the following funding requirements are assumed:

- 1) Establish the Administrative Officer position and increase the Authority Board and Authority administration budget \$20,000 in anticipation of a new EO in January 2019 for a total \$95,000 (this amount includes data/website technical support).
- 2) Maintain (unchanged) the annual funding support for the local school watershed education program at \$16,500.
- 3) Increase to \$75,000 (from \$50,000) the funding level for costs associated with developing forest-related grant applications.
- 4) Add \$25,000 for preparing, in coordination with the FS and ACCG, a UMRWA Forest Projects Plan. And an additional \$10,000 for federal and state agency liaison and quarterly Board reports. (To be performed by Landmark Environmental, Inc.)
- 5) Remove the remaining \$50,000 UMRWA share of costs for the AB 142 Wild and Scenic study (total UMRWA share over 2 years was \$125,000).
- 6) Add \$135,000 for costs related to preparing the MAC Plan Update 2018.

For the non-Member funded portions of the budget, the funding associated with Prop 84, Sierra Nevada Conservancy and USFS sources for FY 2019 will be determined in September, the final month of UMRWA's fiscal year. Awarded but uncollected funds will be carried forward to FY 2019. Those amounts will be determined based on the end of fiscal year Treasurer's Report as of September 30, 2017.

Table 1 – PROPOSED FY 2019 BUDGET

Programs	Categories	Member Funds	Other Funds (DWR, USFS, SNC)	Total Member Funded Program Budgets
Board and Authority Admin.	Executive Officer	40,000		95,000
	Administrative Officer	40,000		
	Web & Opti technical support	15,000		
Watershed Ed.	Public schools program (STE)	16,500		16,500
Forest Health	Pumpkin Hollow Project	- -	Carry forward	110,000
	Cabbage Patch Project	- -	Carry forward	
	Forest Projects Plan	25,000		
	Forest-related Grant Applications	75,000		
	Federal/state agency liaison & quarterly Board reports	10,000		
Implementation Grants	Drought Grant Pass Thru - AWA	- -	Carry forward	
	Drought Grant administration	- -	Carry forward	
MAC Plan	Woodard & Curran (RMC)	130,000		135,000
	UMRWA participation	5,000	Carry forward	
TOTAL BUDGET		\$356,500	Carry forward	\$356,500

Carry forward amounts to be determined based on amount of Other Funds received vs. pending as of Sept. 30, 2018

Table 2 – FY 2019 MEMBER AGENCY OFF-SET FUNDING

Member assessments	As required by the above Proposed FY2019 Budget	\$356,500
Off budget <i>In-kind</i> contributions*	Authority Legal Counsel \$6,500 (Amador County) Accounting/audit and Authority Secretary \$24,500 (EBMUD) Grant invoicing support \$5,000 (AWA)	+ \$36,000*
	TOTAL MEMBER SUPPORTED BUDGET =	\$392,500
Fee/Overhead revenue	SNC grant Admin Fee & USFS Overhead revenue	(19,500)
	TOTAL REQUIRED MEMBER FUNDING =	\$373,000

* = Dollar amounts are updated estimates based on prior year Member actual costs.

Table 3 – FY 2019 MEMBER FUNDING ALLOCATIONS & ASSESSMENTS

Formula % Share	Member Agency %	Proposed FY18 Allocation (\$)	In-Kind Credit (\$)	Proposed Assessment (\$)
Amador Entities 20%	Amador County – 9.2%	34,316	(6,500)	10,146
	Amador Water Agency – 9.2%	34,316	(5,000)	16,146
	Jackson Valley ID – 1.6%	5,968	0	2,808
Calaveras Entities 20%	Calaveras County – 6.0%	22,380	0	10,530
	Calaveras County WD – 9.6%	35,808	0	16,848
	Calaveras PUD – 4.4%	16,412	0	7,722
EBMUD 60%	EBMUD – 60%	223,800	(24,500)	82,800
TOTAL		373,000	\$36,000	\$356,500



Upper Mokelumne River Watershed Authority

Agenda No: **8**

Meeting Date: April 27, 2018

Title:

Proposed Updates to the Joint Powers Agreement

Recommended Action:

Review the draft Third Amended Joint Exercise of Powers Agreement and authorize staff to initiate an update process with Member Agencies to develop a consensus version.

Summary:

At the October 5 Planning Session the Board discussed potential new UMRWA programs and related initiatives to address future regional water resource-related needs. Among the several Planning Session actions endorsed by the Board were the updating of the Authority's Joint Powers Agreement to reflect these new initiatives and to remove outdated provisions. The Board specifically asked that UMRWA's stated purpose in the JPA be augmented to include 'wildfire and fuels management and forest health'.

In follow-up action the Board on January 26 requested staff to present suggested changes to the JPA agreement for Board review at this meeting. Accordingly, a draft Third Amended Joint Exercise of Powers Agreement is attached. The draft update:

- Amends the Authority's purpose to include 'wildfire and fuels management, and forest health'
- Removes provisions related solely to acquiring and operating PG&E's Mokelumne Hydroelectric Project
- Updates several other sections including simplifying the Board's creation of optional committees.

Suggested additions to the JPA agreement are noted in underline, and deletions by ~~strikethrough~~.

**SECOND THIRD AMENDED
JOINT EXERCISE OF POWERS AGREEMENT
AMENDING THE AGREEMENT CREATING THE
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

By and Among

ALPINE COUNTY

and

ALPINE COUNTY WATER AGENCY

and

AMADOR COUNTY

and

AMADOR WATER AGENCY

and

CALAVERAS COUNTY

and

CALAVERAS COUNTY WATER DISTRICT

and

CALAVERAS PUBLIC UTILITY DISTRICT

and

EAST BAY MUNICIPAL UTILITY DISTRICT

and

JACKSON VALLEY IRRIGATION DISTRICT

Dated as of ~~June 6, 2008~~ XXXX 2018

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- A Upper Mokelumne River Watershed Map
- B Non-Exclusive List of Potential Watershed and Water Supply Projects
- C Watershed Restoration Principles and Principles of Watershed Community Involvement

~~SECOND~~ THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT AMENDING THE
AGREEMENT CREATING THE UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

This ~~SECOND~~ THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”), dated as of ~~June 6, 2008~~ XXX 2018, amends and supersedes the ~~First~~ Second Amended Joint Exercise of Powers Agreement Amending the Agreement Creating the Upper Mokelumne River Watershed Authority dated April 22, 2005, and, as amended hereby, continues the existence, work and operations of the Authority. The Agreement is entered into by and among the following public entities:

Alpine County, a political subdivision of the State of California (“Alpine County”);

Alpine County Water Agency, a water agency formed pursuant to a special act of the California Legislature (“ACWA”);

Amador County, a political subdivision of the State of California (“Amador County”);

Amador Water Agency, a water agency formed pursuant to a special act of the California Legislature (“AWA”);

Calaveras County, a political subdivision of the State of California (“Calaveras County”);

Calaveras County Water District, a California water district (“CCWD”);

Calaveras Public Utility District, a California public utility district (“CPUD”);

East Bay Municipal Utility District, a California municipal utility district (“EBMUD”);
and

Jackson Valley Irrigation District, a California irrigation district (“JVID”).

Hereinafter said public entities are collectively referred to as “Member Entities” or individually as a “Member Entity.”

WITNESSETH:

WHEREAS, each of the Member Entities is a California public entity having the power to plan for, expend funds for, construct, operate, and take all other necessary actions in favor of water and watershed projects, fuels management and forest health, benefiting the inhabitants and customers of the respective Member Entities; and

WHEREAS, each Member Entity is vitally interested in securing dependable and affordable sources of water for its inhabitants and protecting the quality of water provided thereto as well as the environment of the Upper Mokelumne River Watershed from which the Mokelumne River emanates and each Member Entity has statutory authority to, *inter alia*, plan for, acquire, construct, operate and maintain reservoirs, plants and works for the purpose of conserving, storing, selling and distributing water and desires to exercise such authority in common with other Member Entities; and

~~WHEREAS, presently, Pacific Gas and Electric Company (“PG&E”) owns and operates on the Upper Mokelumne River a series of dams, reservoirs, tunnels, and facilities for the generation of hydropower licensed by the~~

~~Federal Energy Regulatory Commission pursuant to the Federal Power Act as amended (16 U.S.C. 791a *et seq.*) as Project No. 137, which project is also known as the “Mokelumne River Project” (“Project 137”); and~~

WHEREAS, the Member Entities believe that stewardship of the Upper Mokelumne River Watershed by such a joint exercise of powers authority with broadened objectives, including enhancement of all of the following: (i) watershed environmental values, (ii) water quality protection, (iii) recreation activities, and (iv) additional domestic water supply for all Member Entities, would serve the greatest good; and

WHEREAS, the Member Entities desire by means of this Agreement to amend the agreement establishing such a joint exercise of powers authority and to provide for the general direction of the policies of such joint exercise of powers authority;

NOW, THEREFOR, in consideration of the mutual promises, covenants, conditions, and benefits hereinafter set forth, it is agreed by and among the Member Entities hereto as follows:

ARTICLE I DEFINITIONS

Unless the context otherwise requires, the terms defined in this Article I and initially capitalized in the text shall for all purposes of this Agreement have the following meanings:

Act

The term “Act” means Chapter 5 of Division 7 of Title 1 of the Government Code of the State and all laws amendatory thereof or supplemental thereto.

Agreement

The term “Agreement” means this joint exercise of powers agreement, as it may from time to time be amended.

Alpine Entities

The term “Alpine Entities” means, collectively, Alpine County and Alpine County Water Agency.

Amador Entities

The term “Amador Entities” means, collectively, Amador County, AWA and JVID.

Associate Member

The term “Associate Member” means interested entities hereinafter admitted to the Authority as an Associate Member pursuant to Section 3.2 hereof.

Authority

The term “Authority” means the Upper Mokelumne River Watershed Authority created by the prior agreement dated August 15, 2000, as amended by the First Amended Joint Exercise of Powers Agreement dated as of April 22, 2005 and this Agreement.

Board

The term “Board” or “Board of Directors” means the governing body of the Authority.

Calaveras Entities

The term “Calaveras Entities” means, collectively, Calaveras County, CCWD and CPUD.

Director

The term “Director” means a member of the Board of Directors.

Member Entity; Member Entities

The term “Member Entity” means a party to this Agreement. The term “Member Entities” means all of the parties to this Agreement.

Project 137

~~The term “Project 137” means the series of dams, reservoirs, tunnels and facilities on the Upper Mokelumne River for the generation of hydropower licensed by FERC as Project 137, together with all property, facilities and interests appurtenant thereto.~~

State

The term “State” means the State of California.

Upper Mokelumne River Watershed

“Upper Mokelumne River Watershed” means the watershed located on the Mokelumne River east of Pardee Reservoir, as more fully described in the map set forth as Appendix A hereto.

Watershed Project and Water Supply Project

The terms “Watershed Project” and “Water Supply Project” mean a program of activities or a capital project or any interest therein undertaken by the Authority in the furtherance of its purpose as set forth in Article II hereof and all rights, properties and improvements necessary therefor, including, but not limited to, the programs or projects such as those listed in Appendix B hereto; provided that no such program or project shall be inconsistent with the terms of Section 11.1 (b) hereof.

ARTICLE II PURPOSE

Section 2.1 General Purpose and Goal. This Agreement is made pursuant to the provisions of the Act relating to the joint exercise of powers common to public agencies. Each of the Member Entities possesses the common power referred to in the recitals hereof. This Agreement and the Authority established hereby shall have as goals the enhancement of Mokelumne River water supply, fuels management and forest health, and the protecting of water quality and the environment.

Section 2.2 Specific Purposes. This Agreement is entered into in order to exercise such common power, and the additional powers granted to the Authority under the Act, or under any other applicable law, for the purpose of effectuating the acquisition, operation and maintenance of any Watershed Projects and/or Water Supply Projects undertaken pursuant hereto. Such purpose will be accomplished and the powers exercised in the manner herein set forth.

Section 2.3 Additional Purposes. The Members also desire that the Authority provide services to the Members related to water and other utility-related matters such as technical and safety training, mutual aid, water project partnering, and legislative advocacy.

ARTICLE III MEMBER ENTITY INTERESTS, OPERATIONAL PRIORITIES

Section 3.1 Member Entity Interests. As signatories to the Agreement, the Member Entities expressly recognize there are both mutual and discrete Member Entity interests in the Mokelumne River and Upper Mokelumne River Watershed. The interests of the Member Entities are:

(a) Alpine Entities' interests are the protection of the Watershed in Alpine County, maintenance and enhancement of recreational uses and facilities, and construction of new facilities for increased storage on the Mokelumne, thus increasing the availability of water from the Stanislaus for consumptive uses in the Bear Valley area.

(b) Amador Entities' interests are additional consumptive water supply (10,000 afa safe yield) through, including, but not limited to, constructing new facilities, honoring existing water supply, storage and transmission agreements and other obligations, and obtaining revenues to be derived from said facilities, and working with PG&E to reach agreement that would benefit the Amador Entities and PG&E based on the improvement or enlargement of Project 137 facilities.

(c) Calaveras Entities' interests are additional consumptive water supply, recognition of the 27,000 afa water supply reservation, potential opportunities to use said 27,000 acre-feet, through, including, but not limited to, constructing new facilities, obtaining revenues to be derived from said facilities, and working with PG&E to reach agreement that would benefit the Calaveras Entities and PG&E based on the improvement or enlargement of Project 137 facilities.

(d) EBMUD's interests are ensuring project operations do not adversely affect water quality for its customers, honoring existing water supply entitlements and obligations, the opportunity to participate with Member Entities on enhanced water supply projects, obtain potential revenues to pay costs for watershed management programs and projects that enhance the quality of its source waters, and work with PG&E to reach agreement that would benefit EBMUD and PG&E.

(e) Collectively, Member Entity mutual interests are wildfire prevention, fuels management, forest restoration and forest health.

Section 3.2 Associate Members. By separate agreement with the Authority, upon approval of the Board, the Authority may enter into an associate member agreement with interested entities with a significant stake in the Watershed. The Associate Members are not parties to this Agreement and shall not be entitled to representation on the Board; they shall, however, be entitled to receive advance notice of and attend all regular

and special meetings of the Board, and shall be entitled to serve on any committee established pursuant to Section 5.5(b) hereof.

Section 3.3 Member Entity Projects. The Member Entities agree that while the Authority exists and this Agreement is in effect, the Member Entities may separately or in combination with other Member Entities or any other person, firm or agency, take action to secure additional water from the Mokelumne River, for their separate interests, or undertake such other projects or programs or activities for their separate interests. The Authority and the other Member Entities, and each of them, shall have all of the rights inuring to them to oppose any such action or other projects or programs or other activities by the Member Entity or Member Entities; provided, however, that no provision of this Agreement shall act as a prohibition on a Member Entity's or Member Entities' taking of any such action or undertaking with respect to such other projects or programs or activities. The Authority hereby acknowledges that Member Entities may, independent of the Authority, take such actions or undertake such projects or programs or other activities. Any Member Entity taking such action or undertaking any such project, program or other activity shall be responsible for all costs associated with any such action or project, program or other activity. Each of the Member Entities hereby agrees to provide to the Authority and to all other Member Entities, upon commencement or initiation of any such action or project, program or other activity which could impact the Authority, notice of any such action or project, program or other activity.

Section 3.4 Watershed Projects and Water Supply Projects. Watershed Projects and Water Supply Projects include but are not limited to those listed in Appendix B hereto.

ARTICLE IV TERM

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated by the Member Entities, but may not be terminated until such time as all bonds or other evidences of indebtedness of the Authority, and the interest thereon, shall have been paid in full or defeased in accordance with the documents related to their Issuance.

ARTICLE V THE AUTHORITY

Section 5.1 Creation of Authority. There is created pursuant to the Act an agency and public entity known as the "Upper Mokelumne River Watershed Authority." As authorized by the Act, the Authority is a public entity separate from the Member Entities and is responsible for the administration of this Agreement. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Member Entities, unless assumed in a particular case by resolution or other action of the governing body of the Member Entity to be charged.

Within thirty (30) days after the effective date of this Agreement, or any amendment hereto, the Authority will cause a notice to be prepared and filed with the office of the Secretary of State in the manner set forth in Section 6503.5 of the Act. Within seventy (70) days after the effective date of this Agreement, and within ten (10) days after any change of facts required to be stated pursuant to California Government Code Section 53051 (b), the Authority shall cause a notice to be prepared and filed with the Secretary of State, and with the County Clerk of each county in which the Authority maintains an office, in the manner set forth in California Government Code Section 53051.

Section 5.2 Governing Board. The Authority shall be administered by a Board of Directors, which shall consist of eight (8) Directors, each serving in his or her individual capacity as a Director of the Board. One Director shall be appointed by and designated in writing from time to time by the governing bodies of each of the Member Entities; provided, however, that the Alpine Entities shall together appoint one (1) Director. Each Member Entity may also appoint, in the same manner, one or more alternate Directors, who may act in place of its Director in the Director's absence.

Each Director (and his or her alternate) shall serve at the pleasure of the governing body by whom such Director (or his or her alternate) was appointed.

No Director shall receive any compensation from the Authority for serving as such, but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a Director if the Board determines that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

Section 5.3 Meetings of the Board.

(a) Regular Meetings. The Board shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each calendar quarter. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Board, but in any event shall be held at a location within the territory of any of the Member Entities. Special meetings of the Board may be called in accordance with the provisions of California Government Code Section 54956 and may be held anywhere within the territory of any of the Member Entities. Notwithstanding the foregoing, it is the expressed intention of the Authority that the principal meeting place of the Board shall be within the Upper Mokelumne River Watershed or at Pardee Center.

(b) Brown Act. All meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the Government Code of the State [Sections 54950-54961]) or any successor legislation.

(c) Minutes. The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director and to each of the Member Entities and to each Associate Member.

(d) Quorum. Five (5) Directors shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn a meeting.

(e) Voting. At regular or special meetings of the Board, an affirmative vote of five (5) Directors shall be required for action. Each Director's vote shall count equally.

(f) Bylaws. The Board may adopt such bylaws relating to procedural matters of the Board and the Authority as are necessary for the purposes hereof.

Section 5.4 Officers; Duties; Bonds.

(a) The officers of the Authority shall be the Chairperson and Vice-Chairperson of the Board, and the Secretary, Treasurer and Controller. The Chairperson and Vice-Chairperson of the Board shall be selected by the Board. The Secretary of EBMUD is designated Secretary. ~~Unless otherwise provided by resolution of the Board, the Chairperson shall sign all contracts on behalf of the Authority, and the Secretary shall countersign all such contracts.~~

(b) The Treasurer of EBMUD is designated as Treasurer of the Authority and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and shall be responsible for the investment of funds of the Authority.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall, in accordance with Section 6505.1 of the Act, file an official bond in the amount required by EBMUD for the official bond of the Treasurer of EBMUD; provided that such bond shall not be required if the Authority does not possess or own property or funds with an aggregate value of greater than \$500.00.

(c) The officer charged with the functions of the Director of Finance for EBMUD is designated as Controller of the Authority, and, as such, shall have the powers, duties and responsibilities specified in Sections 6505 and 6505.5 of the Act. The Controller shall draw checks to pay demands against the Authority when the demands have been approved by the Authority.

(d) An attorney shall be designated by the Board as the Attorney for the Authority. The Attorney for the Authority, or the designated deputy for such Attorney, shall attend all meetings of the Board, but the Attorney's absence shall not affect the validity of any meeting.

(e) Charges of any Member Entity to be made against the Authority for the services of the Secretary, Treasurer, Controller and Attorney of the Authority shall be subject to the approval of the Board, which approval shall be obtained before the services are provided.

(f) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(g) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Member Entities when performing their respective functions within the territorial limits of their respective Member Entities, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially under the provisions of this Agreement.

(h) None of the officers, agents or employees directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by any Member Entity or, by reason of their employment by the Authority, to be subject to any of the requirements of any Member Entity.

(i) No Director, officer or employee of the Authority or any Member Entity shall be individually or personally liable for any claims, losses, damages, costs, injury or liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Directors, officers or employees against any such claims, losses, damages, costs, injury and liability.

Section 5.5 Organization of Watershed Advisory Committee and Other Committees.

~~(a) The Board may establish a Watershed Advisory Committee to provide a forum for interested persons and entities to provide input on Watershed matters to the Board. The membership of the Watershed Advisory Committee shall be composed of representatives of watershed environmental interests, watershed~~

~~business/economic interests, watershed recreation interests, and citizens at large. Public agencies that have responsibilities within the Upper Mokelumne River Watershed shall be invited to serve as non voting committee members. The Watershed Advisory Committee shall be guided in its work by the Watershed Restoration Principles and Principles of Watershed Community Involvement prepared by the Sierra Nevada Alliance/Regional Council of Rural Counties attached as Appendix C hereto.~~

(ba) ~~Other~~ Committees may from time to time be established as the Board shall find appropriate, to be composed in the manner and number as deemed appropriate by the Board.

Section 5.6 Executive Officer. An Executive Officer shall be appointed by the Board which Executive Officer shall serve at the pleasure of the Board. The Executive Officer, or his/her designee, shall be an ex-officio member of all Committees.

ARTICLE VI POWERS

Section 6.1 Powers. The Authority, for itself, or for the benefit of the Member Entities or together with one or more Member Entities, shall have the power to acquire, construct, operate and maintain any future Watershed Project, Water Supply Project or other project, subject to the conditions and restrictions contained in this Agreement.

The Authority is authorized in its own name to do all acts necessary or convenient to the exercise of said powers for said purposes, including but not limited to any or all of the following:

(a) To exercise jointly the common powers of its Member Entities in studying, planning and implementing water and watershed projects benefiting the inhabitants and customers of the respective Member Entities.

(b) To make and enter contracts.

(c) To contract for itself or for the benefit of a Member Entity or Member Entities for the services of engineers, attorneys, planners, financial consultants or other agents, and separate and apart therefrom, to employ such other persons, as it deems necessary.

(d) To acquire, construct, manage, maintain and operate any buildings, works, or improvements.

(e) To acquire, hold, lease and dispose of property.

(f) To incur debts, liabilities, or obligations subject to limitations herein set forth.

(g) To sue and be sued in its own name.

(h) To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity.

(i) To apply for an appropriate grant or grants and/or loan or loans under any federal, state or local programs for assistance in developing any Watershed Project, Water Supply Project or other projects.

(j) To enter into arrangements for the sale of water from any Watershed Project, Water Supply Project or other projects.

(k) To obtain in its own name all necessary permits and licenses, opinions and rulings.

(l) To procure public liability and other insurance as it deems advisable to protect the Authority and each of the parties hereto and to charge the costs thereof to the operating costs of the Authority.

(m) Whenever necessary to facilitate the exercise of its powers, form and administer nonprofit corporations to do any part of what the Authority could do, or to perform any proper corporate function, and enter into agreements with such a corporation.

(n) To issue revenue bonds in accordance with the following laws:

(i) Article 2, Chapter 5, Title 1, Division 7 of the California Government Code, commencing with Section 6540.

(ii) Chapter 6, Title 5, Division 2 of the California Government Code, commencing with Section 54300.

(o) To use other financing acts, including, but not limited to, the Mello-Roos Community Facilities District Act of 1982, the Municipal Improvement Act of 1913 and the Improvement Bond Act of 1915.

(p) To exercise any of the powers set forth in Section 6588 of Article 4 (Marks-Roos Local Bond Pooling Act of 1985) of the Act.

Such powers shall be exercised subject only to such restrictions upon the manner of exercising such powers as are imposed upon a municipal utility district in the exercise of its powers.

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act, insofar as such additional powers may be necessary or desirable to accomplish the purposes of the Authority as set forth herein.

ARTICLE VII FINANCIAL PROVISIONS

Section 7.1 Accounts and Reports.

(a) There shall be a strict accountability of all Authority funds and report of all receipts and disbursements in compliance with the Act. The Authority shall establish and maintain such funds and accounts as may be required in good accounting practice. The books and records of the Authority shall be open to inspection at all reasonable times by the Member Entities and the Associate Members and their representatives. The Authority shall give an unaudited written report of all financial activities for each fiscal year to each Member Entity within 150 days after the close of each fiscal year.

(b) So long as required by Section 6505 of the Act, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each of the Member Entities, and, if required by

Section 6505 of the Act, with the County Auditor/Controller of the County of Alameda. Each such report shall be filed within 12 months of the end of the fiscal year or fiscal years under examination.

Section 7.2 Fiscal Year. Unless and until changed by resolution of the Board, the fiscal year of the Authority shall be the period from ~~July~~ October 1 of each year through the following ~~June~~ September 30.

Section 7.3 Budgets and Payments.

(a) Budgets. At least ~~thirty (30)~~ sixty (60) days prior to the commencement of each fiscal year, Treasurer shall prepare, for consideration by the Board for the ensuing fiscal year, a general budget for Authority operations and administration, including capital expenditures. The budget presented to the Board for consideration shall be presented to the Board in at least a two-step process providing for at least one preliminary review by the Board prior to presentation for approval by the Board.

(b) Expenditures for the Approved Budget. No expenditures in excess of the total budgeted in any such budget shall be made without the approval of the Board.

(c) Contributions; Payments and Advances, Use of Personnel; Equipment or Property; Exchange of Services. It is hereby agreed that, subject to approval of the Board:

(i) contributions from a Member Entity's treasury may be made for the purposes set forth in this Agreement; provided, however, that no Member Entity shall be required by the Authority to contribute funds to or undertake liability on behalf of the Authority without the consent of the Member Entity;

(ii) payments of public funds of a Member Entity may be made to defray the cost of such purposes;

(iii) a Member Entity may make advances of public funds to the Authority;

(iv) personnel, equipment or property of a Member Entity may be used in lieu of other contributions or advances, however, the Member Entities must agree in advance upon the value to be assigned the personnel, equipment, property or services, with respect to any said contributions or advances; and

(v) the Member Entities may exchange services without payment of any consideration other than such services.

~~Section 7.4 —~~ Payments in Lieu of Property Taxes.

~~(a) In the event that the property of the Authority is not subject to the imposition of property taxes pursuant to Article 13 Section 11 of the California Constitution because the property is located within the boundaries of the Authority or a Member Entity, the Authority shall make annual payments to Alpine County, Amador County and Calaveras County in lieu of property taxes for the Authority's property located in those respective counties. Said "in lieu" payments are intended to preclude the loss to the counties of tax revenue which each county would have received had the property remained owned by the transferor.~~

~~(b) The tax year in which the Authority acquires such property may be a partial tax year (the "Base Year"). The Member Entities will determine from the County Assessors and the transferor the amount of taxes paid or to be paid to each County by the transferor on the property to be acquired by the Authority for the Base Year. The Member Entities shall agree on the amounts paid or to be paid to the counties by the transferor for the Base Year. If the Base Year is less than a full tax year, and the taxes paid or to be paid to each county by the transferor on the property to be acquired by the Authority for such Base Year is less than the full tax year's tax~~

~~revenue which would have been received by the counties from the transferor, the Authority shall make “in lieu” payments to the counties in the amounts necessary to equal the tax revenue which would have been received by each of the counties from the transferor in a full tax year. The sum of tax revenue from the transferor and “in lieu” payments necessary to equal the full year’s tax revenue to the counties in the Base Year is the “Base Year Revenue”.~~

~~(e) In each tax year thereafter, the Authority shall make “in lieu” payments to each County in an amount equal to the Base Year Revenue escalated by an amount equal to the Consumer Price Index for San Francisco-Oakland San Jose Urban Wage Earners; provided that such escalation factor shall in no event exceed three percent (3.0%).~~

~~(d) Improvements to property acquired by the Authority within the boundaries of the Authority or a Member Entity which would, except, for their location, be taxable pursuant to said Article 13 Section 11 shall be similarly subject to “in lieu” payments to the County where the improvements or additional property is located based on their cash value when constructed or acquired by the Authority.~~

ARTICLE VIII BREACH

Section 8.1 Breach. If default shall be made by a Member Entity in any covenant contained in this Agreement, such default shall not excuse any Member Entity from fulfilling its obligations under this Agreement and all Member Entities shall continue to be liable for the performance of all conditions herein contained.

Section 8.2 Resolution of Disputes. It is the intention of the Authority to establish an alternative dispute resolution process when and as deemed appropriate by the Board.

ARTICLE IX RELATIONSHIP OF AUTHORITY AND ITS MEMBER ENTITIES

Section 9.1 Separate Entity. The Authority shall be a public entity separate from the individual Member Entities. The debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Member Entities, unless assumed in a particular case by resolution or other action of the governing body of the Member Entity to be charged. All property, equipment, supplies, funds and records of the Authority shall be owned by the Authority, except as otherwise provided in this Agreement.

Section 9.2 Principal Office. The principal office of the Authority shall be that of the General Manager of EBMUD, located at 375 11th Street, Oakland, California 94607. The Board may change said principal office from one location to another provided that the principal office shall be located within the territory comprising one of the Member Entities. Notwithstanding the foregoing, the Authority shall at all times maintain at least one satellite office within the Upper Mokelumne River Watershed or at Pardee Center.

Section 9.3 Additional Parties. Additional qualified public entities may join in this Agreement and become Member Entities upon the unanimous consent of the existing Member Entities. The terms and conditions allowing such joining shall be set forth in an amendment to this Agreement signed by all of the existing Member Entities.

Section 9.4 Termination of a Member Entity’s Participation in the Authority. Any Member Entity may withdraw from this Agreement by giving written notice of its election to do so, which notice shall be given to the

Board and to each of the other Member Entities; provided, however, that any Member Entity so withdrawing shall waive, forfeit, and relinquish any claim or right to any funds or other property, rights, or interests of the Authority; and provided, further, that withdrawal by a Member Entity shall not terminate, or relieve the withdrawing Member Entity from, any express contractual duty to the Authority or to another Member Entity set forth in a written contract different from this Agreement.

Section 9.5 Indemnification of Member Entities. The Authority shall, at Authority's sole cost and expense, indemnify, defend and save harmless the Member Entities, their governing board members, officers, employees and agents, from all costs, expenses (including, without limitation, attorneys' fees and costs of suit), claims, actions, proceedings, obligations, liabilities, or damages to persons or property or otherwise arising out of or in any way connected with the intentional or negligent act or omission or breach of duty or obligation of the Authority, its officers, employees, agents, Directors, contractors, subcontractors, or any officer, agent or employee thereof.

Section 9.6 Disposition of Assets. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. Upon termination of this Agreement, all property of the Authority, both real and personal, including any surplus funds of the Authority, shall be divided equally among the Member Entities.

ARTICLE X AMENDMENT OF AGREEMENT

This Agreement may be amended by a supplemental agreement executed by all parties hereto at any time.

ARTICLE XI MISCELLANEOUS

Section 11.1 Agreement Not Exclusive.

(a) This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between or among the Member Entities.

(b) EBMUD entered into an agreement with CCWD on November 26, 1958, and an agreement with Amador County on August 22, 1958 (the "1958 Agreements"). It is understood and agreed that no action taken pursuant to this Agreement shall be construed to violate the 1958 Agreements, which remain in full force and effect. The Authority, through this Agreement, shall comply with the obligations set forth in the 1958 Agreements and shall not exercise any of the rights set forth in said 1958 Agreements. Nothing herein shall be construed to constitute an assignment to the Authority of any rights reserved to Amador County and to CCWD set forth in the 1958 Agreements.

Section 11.2 Conflict of Interest Code. The Authority shall, unless otherwise exempt, adopt a Conflict of Interest Code.

Section 11.3 Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.

Section 11.4 Successors; Assignment; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Entities. Except to the extent expressly

provided herein, no Member Entity may assign any right or obligation hereunder without the consent of the other Member Entities. This Agreement is not intended to create rights or obligations for any third parties, except for Associate Members that execute an associate member agreement with the Authority.

Section 11.5 Form of Approvals. Whenever an approval is required in this Agreement, unless the context specifies otherwise, it shall be given, in the case of a Member Entity, by resolution duly adopted by the legislative body of the Member Entity, and, in the case of the Authority, by resolution duly adopted by the Board. Whenever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

Section 11.6 Notices. Any notice authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given: (i) if sent by mail, postage prepaid, on the date that such mail is received, (ii) if delivered in person or by courier, on the date it is delivered, or (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form. Notices shall be sent to the following addresses or facsimile numbers, or to such changed addresses or facsimile numbers as are communicated to the Authority and the Member Entities in writing:

Alpine County/Alpine County Water Agency
Office of County Counsel
P. O. Box 248
Markleeville, CA 96120
Telephone Number: (530) 694-2281
Facsimile Number: (530) 694-2980

Amador County
County Administrative Officer
810 Court Street
Jackson, CA 95642
Telephone Number: (209) 223-6472
Facsimile Number: (209) 257-0619

Amador Water Agency
12800 Ridge Road
Sutter Creek, CA 95685
Telephone Number: (209) 257-5240
Facsimile Number: (209) 257-5281

Calaveras County
County Administrative Officer
891 Mountain Ranch Road
San Andreas, CA 95249-9709
Telephone Number: (209) 754-6370
Facsimile Number: (209) 754-6333

Calaveras County Water District
P.O. Box 846
San Andreas, CA 95249
Telephone Number: (209) 754-3543
Facsimile Number: (209) 754-1069

Calaveras Public Utility District
P.O. Box 666
San Andreas, CA 95249
Telephone Number: (209) 794-9442
Facsimile Number: (209) 754-9432

East Bay Municipal Utility District
c/o Controller
P.O. Box 24055, M.S. 801
Oakland, CA 95623-1055
Telephone Number: (510) 287-0310
Facsimile Number: (510) 287-0293

Jackson Valley Irrigation District
6755 Lake Amador Drive
Ione, CA 95640
Telephone Number: (209) 274-2037
Facsimile Number: (209) 274-6755

Upper Mokelumne River Watershed Authority
Authority Secretary
5883 East Camanche Parkway
Valley Springs, CA 95252
Telephone Number: (209) 772-8340
Facsimile Number: (209) 772-8264

Section 11.7 Counterpart or Duplicate Copies. This Agreement may be executed in one or more counterpart or duplicate copies, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

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

ALPINE COUNTY

ALPINE COUNTY WATER
AGENCY

AMADOR COUNTY

AMADOR WATER AGENCY

CALAVERAS COUNTY

CALAVERAS COUNTY WATER
DISTRICT

CALAVERAS PUBLIC UTILITY
DISTRICT

EAST BAY MUNICIPAL
UTILITY DISTRICT

JACKSON VALLEY
IRRIGATION DISTRICT

[NOTE: APPENDICES A (Map), B (Projects List), and C (Watershed Principles) not attached to this copy for brevity; the full JPA is available at www.umrwa.org]



Upper Mokelumne River Watershed Authority

Agenda No: **9**

Meeting Date: April 27, 2018

Title:

Drought Grant Agreement Extension

Recommended Action:

Ratify the Executive Officer's execution of Amendment 3 to the Drought Grant agreement to extend its term to April 30, 2019 to coincide with AWA's scheduled completion of the Tanner Project.

Summary:

The Drought Grant agreement with DWR was executed April 23, 2015. The original term of the agreement expired January 15, 2017. At the October 2016 meeting the Board authorized the EO to execute an amendment to the Drought Grant agreement to extend the term to April 15, 2018. Amendment 1 was executed on February 15, 2017.

In July 2016 one of AWA's two grant-funded drought projects was determined to be a no-go and an effort to identify eligible substitute projects was then initiated. In May 2017, following extended discussions between AWA, UMRWA and DWR, an acceptable project substitution and reallocation of grant funds was determined. These were formally recognized in Amendment 2 that was executed on May 11, 2017.

Amendment 3, which was executed by the Executive Officer on February 26, extends the agreement term to April 30, 2019. This extended termination date will provides AWA sufficient time to complete the substitute project and UMRWA staff to wrap up the grant close out documents.



Upper Mokelumne River Watershed Authority

Agenda No: **10**

Meeting Date: April 27, 2018

Title:

Legislative Issues Update

Recommended Action:

Discussion and Possible Action

Summary:

- Attached is a summary of the fire suppression and management funding referenced in the FY2018 Federal Omnibus Spending Bill (compliments of EBMUD's Legislative Affairs Office). It appears there may be opportunities for UMRWA and its member agencies to access some of the PILT funding. Observers have noted that the federal agencies may well try to get this funding committed and out the door quickly (i.e. before the end of the fiscal year) so potential opportunities may be imminent.

- Also attached are the Special Provisions contained in the AB 142 Wild and Scenic Study Final Report. The final Mokelumne River study report has been delivered to the Legislature and was released to the public April 18 and may be seen at:

<http://resources.ca.gov/programs-projects/wildandscenic/>

FY2018 Federal Omnibus Spending Bill **Fire Suppression and Management Funding Summary**

Overview - Fire Suppression and Borrowing Fix

The omnibus spending measure addressed overall fire borrowing through a number of provisions included in the Omnibus Spending bill (PL115-141). It is important to highlight that the provisions are generally designed as authorizations to allow for out-year funding needs that exceed annual appropriations:

- FY 2018 and 2019, a total of \$1.5 billion is appropriated for each year (this supports actual fire suppression) and this represents an annual increase of \$500 million
- FY 2020 through 2027, \$1.0 billion would in theory be appropriated. To avoid the challenge of fire borrowing \$2.25 billion **new authorized** spending is authorized (that grows \$100 million each year to \$2.95 billion in 2027) is provided to address fire suppression needs (keep in mind that the base number of \$1.0 billion is year to year)
- U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service, National Park Service and the Bureau of Indian Affairs are the federal entities responsible for fire suppression

Forest Health Funding

- FY 2018 \$430 million appropriated to the Forest Service for hazardous fuels management, such as thinning, reforestation and prescribed fire.
- Forest Service prioritizes hazardous fuel removal projects in a national forest critical to protecting public safety and exhibit significant tree mortality.
- Program grant assistance to support efforts focused on fire treatment, community hazard assessments and hazard mitigation planning assistance.
- \$415 million potentially available to support local or regional collaborative projects that reduce risk and improve response to wildland fire eligible partners.
- Water agencies, local fire districts, conservation districts and other local entities eligible.
- \$15 million is for biomass utilization grants. Biomass grants support public-private collaborations the removal of hazardous fuels from forests while prompting economic development of rural communities.

Payment in Lieu of Taxes (PILT) Provisions (may benefit Amador, Calaveras, and Alpine Counties)

- FY 2018 \$530 million appropriated to communities that lose tax base due to federal land holdings
- Federal government allocates to counties based on a formula using federal lands acreage and county population.
- Funds commonly used for schools, road and law enforcement, but this is not a mandated use.
- In 2017, PILT to Amador County \$68,000, Calaveras \$217,000 and Alpine County \$158,000.

Expands Stewardship Contracting

- Secretary of Agriculture and the Secretary of the Interior may award stewardship contracts or agreements for terms not to exceed 20 years based on frequency and severity of fires.
- Contracts are with local government, private sector and others to meet land-management objectives

Expands Good Neighbor Authority to Allow for Collaborative Efforts

- Good Neighbor Authority (GNA) expanded to allow for road reconstruction, repair, or restoration of National Forest System roads.
- Forest Service may enter agreements with States to perform watershed restoration and forest management services on National Forest System lands

Key Contacts for Follow-up

Based upon discussions with federal agency staff, the key officials to work with on developing forestry/watershed programs or projects are below. For purposes of making the appropriate contact, the ownership of the land will determine whether to work with Agriculture or Interior. Also may be helpful to ask existing local project partners at these agencies about funding.

- **U.S. Department of Agriculture – Forest Service**
Sherry Hazelhurst, Director
USFS - State and Private Forestry
707-562-8920
shazelhurst@fs.fed.us
- **Bureau of Land Management – California Office**
Jerry Perez, State Director
916-978-4600
castatedirector@blm.gov

**AB 142 MOKELUMNE WILD AND SCENIC STUDY
SPECIAL PROVISIONS 3.28**

- **Special Provision No. 1.** The designation of the identified segments of the Mokelumne River into the System shall not prejudice, alter, delay, interfere with, or affect in any way, the existing water rights of the Pacific Gas and Electric Company or public water agencies in Alpine, Amador, and Calaveras Counties, including Amador Water Agency's pending water right application 5647X03; the range of operations permitted under these existing water rights; any historic consumptive water use practices within existing water rights; full utilization of existing water rights, including changes in the purposes of use, places of use, points of diversion, quantities of water diverted or ownership; or the replacement, maintenance, repair, rehabilitation or alteration, or operation of facilities with no or negligible expansion of capacity within existing water rights of existing diversion, storage, powerhouse, or conveyance facilities or other works by the Pacific Gas and Electric Company or public water agencies in Alpine, Amador, and Calaveras Counties. Nothing in this subdivision shall preclude the issuance of any governmental authorization or financial assistance needed for full utilization of those rights. No such changes shall cause an adverse effect upon the free-flowing condition, natural character, immediate environments, or extraordinary scenic or recreational values of the river segments designated herein, provided that the existing water rights and facilities may be utilized to their fullest extent in accordance with applicable law. For the purposes of this designation, an adverse effect will be considered to be significant impairment to flows that would otherwise exist within designated segments.
- **Special Provision No. 2.** The designation of the identified segments of the Mokelumne River into the System shall not prejudice, alter, delay, interfere with, or affect any applications for new water rights by the Pacific Gas and Electric Company, or any applications for new water rights or unappropriated water that may be available under State Filings 5647 and 5648 by public water agencies in Alpine, Amador, and Calaveras Counties provided that the applications do not involve the construction of a dam, reservoir, other water impoundment facility within the designated segments, impound water on a designated segment, or diversion on a designated segment in a manner inconsistent with the California Wild and Scenic Rivers Act, nor cause an adverse effect upon the free-flowing condition, natural character, immediate environments, or extraordinary scenic and/or recreational values of the river segments designated herein. Any change, application, or future new projects or existing projects with significant expansion in capacity under this subdivision shall be subject to a determination that any such future changes will not cause an adverse effect upon the free-flowing condition, natural character, immediate environments, or extraordinary scenic or recreational values of the river segments designated herein. Nothing in this subdivision shall preclude the issuance of any governmental authorization or financial assistance needed for the feasibility study and review pursuant to the California Environmental Quality Act (PRC Sec. 21000 et seq.) of any such change, application, or projects. For the purposes of this designation, an adverse effect will be considered to be significant impairment to flows that would otherwise exist within designated segments.
- **Special Provision No. 3.** The designation of the identified segments of the Mokelumne River into the System shall not prejudice, alter, affect in any way, or interfere with the maintenance, repair, or operation by the Pacific Gas and Electric Company of the Mokelumne River Project (FERC No. 137) currently under the 2001 Federal Energy Regulatory Commission license for the project, the incorporated settlement agreement, any license amendments made with the

agreement of the parties to the incorporated settlement agreement, and any adjustment of flows permitted to occur pursuant to the license for enhancement of ecological and recreational resources. The designation of the identified segments of the Mokelumne River into the State Wild and Scenic System shall not prejudice, alter, affect in any way or interfere with the maintenance, repair, or recreational opportunities of Roaring Camp Mining Company and its associated structures, facilities, and land.

- **Special Provision No. 4.** Neither the Governor nor an employee of a state agency or department shall expend funds preparing, filing, applying, nominating, or otherwise submitting an application to a secretary, department, agency, or other entity of the federal government to include any segment designated herein into the National Wild and Scenic Rivers System under the federal Wild and Scenic Rivers Act (16 U.S.C. Sec. 1271(2)(a)(ii)).
 - **Special Provision No. 5.** To the extent that these special provisions conflict with other provisions of this chapter, this subdivision shall control.
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Upper Mokelumne River Watershed Authority

Agenda No: 11

Meeting Date: April 27, 2018

Title:

Disadvantaged Community & Tribal Involvement Program for Mountain Counties

Recommended Action:

Discussion and Possible Action

Discussion:

In 2014 California voters passed the water bond (Proposition 1) allocating \$7.5 billion to fund water and watershed projects. Part of the bond includes funding for Integrated Regional Water Management (IRWM), a collaborative effort to address water issues at a regional scale through regional water management groups (RWMGs) of which UMRWA is one. The Prop 1 IRWM Disadvantaged Community (DAC) Involvement Program is designed to increase the participation of underrepresented, underserved and low capacity communities in IRWM planning, including Tribes, non-English speaking communities, economically distressed areas, and dispersed rural populations often poorly informed or excluded from water management decisions.

The Sierra Institute for Community and Environment (Sierra Institute) is coordinating the Disadvantaged Community and Tribal Involvement Program (DACTIP) for the Mountain Counties Funding Area (MCFA), a region that includes nine RWMGs covering most of the Sierra Nevada. One of the preliminary activities of DACTIP is to identify disadvantaged communities by assessing not only their income, but also utilizing multiple socioeconomic and community capacity indicators to address water-related challenges. The program will conduct needs assessments of communities throughout the region to determine specific challenges in each community, project priorities and the tools necessary to build capacity. The grant runs for three years, and includes support for technical assistance training and workshops, capacity building and other activities as identified by the communities themselves during the needs assessments and targeted outreach. Sierra Institute will work closely with RWMGs to expand outreach efforts and utilize consultants to help engaging specific populations (particularly Tribes).

Sierra Institute's Lauren Miller provided the attached DACTIP Spring 2018 update and asked that it be shared with the UMRWA Board. Suggestions and questions raised at the Board meeting will be conveyed to Ms. Miller. Additionally, Ms. Miller would appreciate receiving suggested invitees to attend an August 2018 regional workshop on the program.

Disadvantaged Community and Tribal Involvement Project

Spring 2018 Update for MAC

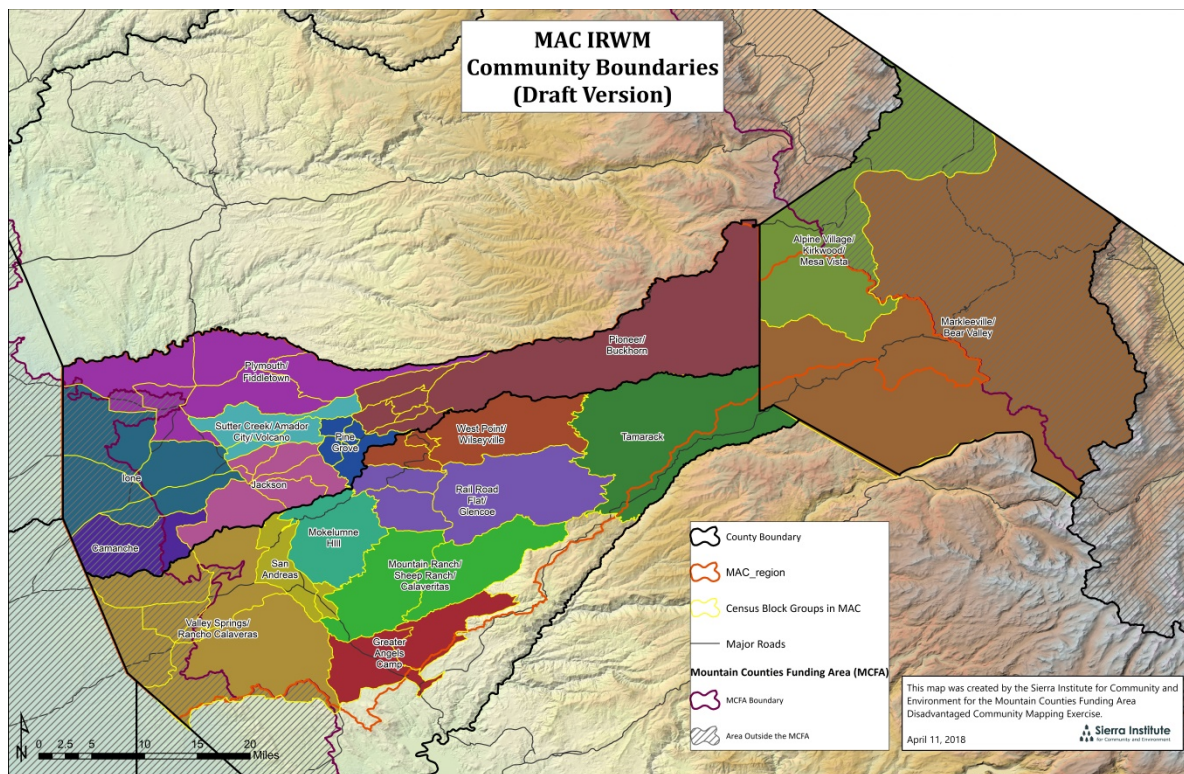
The Sierra Institute for Community and Environment is coordinating the Prop 1 Disadvantaged Community (DAC) Involvement grant program for the Mountain Counties Funding Area (MCFA). The MCFA DAC and Tribal Involvement Program includes three main projects:

- Identification and outreach of “DAC” and Tribal
- Community Capacity and Needs Assessment Workshops
- Technical Support Workshops and Tools

Identification of Disadvantaged Communities

To identify disadvantaged communities in the MCFA, Sierra Institute is mapping all communities in the region using census block groups as a base unit. We are using block groups because they are inclusive of the entire rural population while maintaining data integrity. We have aggregated block groups where necessary to form communities based on a common sense of place.

This map shows the draft communities in the MAC region:



After community boundaries are finalized, we will use several socioeconomic indicators (such as education, home ownership, and public assistance) combined with a measure of community capacity to determine which communities are “disadvantaged”.

Next Steps:

Community Capacity Assessment Workshop

Sierra Institute will lead this portion to gather information about capacity in each community in the IRWM. We will start by asking RWMG participants for recommendations and continue with a snowball referral, as well as look into community organizations working in the area. We're looking for representatives that can speak to the capacity of several different communities (what we are calling local experts). They don't need any water expertise- they can be people from community organizations, school districts, health or social services, etc. People with very focused community knowledge are not recommended, and participants should be as unbiased as possible. Each person should be able to assess multiple communities, and be able to rate the capacity of each community relative to others in the region (through a whole group discussion). The workshop will begin by finalizing the community names and boundaries, but as of now they are as follows:

- Alpine Village/ Kirkwood/ Mesa Vista
- Camanche
- Greater Angels Camp
- Lone
- Jackson
- Markleeville/ Bear Valley
- Mokelumne Hill
- Mountain Ranch/ Sheep Ranch/ Calaveritas
- Pine Grove
- Pioneer/ Buckhorn
- Plymouth/ Fiddletown
- Rail Road Flat/ Glencoe
- San Andreas
- Sutter Creek/ Amador City/ Volcano
- Tamarack
- Valley Springs/ Rancho Calaveras
- West Point/ Wilseyville

System Water/Wastewater Needs Assessment Workshop

Sierra Water Workgroup will be taking the lead on this workshop. These two workshops will hopefully occur on the same day, as we expect some overlap in participants. They will first administer a survey to every water purveyor in the IRWM, and will use those findings to inform the discussion during the workshop. The workshop will consist primarily of service providers.

Tribal Orientation and Needs Assessment

California Indian Environmental Alliance is our lead Tribal consultant. They are mostly operating parallel to the capacity and system workshops, and are conducting a needs assessment specific to Tribal capacity and water needs.

We are hoping to conduct the workshops in MAC sometime in August, and will be requesting recommendations for participants for the community capacity assessment workshop and preferred dates and possible venues for the workshops (we will handle the logistics, but recommendations are appreciated).

For more information:

Lauren Burton

Sierra Institute for Community and Environment

lbarton@sierrainstitute.us

(530) 284-1022



Upper Mokelumne River Watershed Authority

Agenda No: **12**

Meeting Date: April 27, 2018

Title:

Treasurer's Report - Second Quarter FY 2018

Recommended Action:

Accept for filing

Summary:

The Treasurer's Report for the Second Quarter of fiscal year 2018, which ended March 31, 2018, is attached and will be presented at the Board meeting.

UMRWA TREASURER'S REPORT
STATEMENT FOR THE PERIOD ENDING MARCH 31, 2018

Fiscal Year 2017-2018	General Assessment & Grants	Budget FY 2018	Actual		
			Current Quarter	YTD	YTD %
General Assessments					
Amador Agencies	29,100	29,100	-	29,100	100%
Calaveras Agencies	35,100	35,100	-	35,100	100%
EBMUD Funding	82,800	82,800	-	82,800	100%
Prior Year Unspent (carry fwd)	53,520	53,520	-	-	0%
Interest/Misc Income	283	283	193	193	0%
Total Assessment & Misc Funding	200,803	200,803	193	147,193	73%
Prop 84 Grants					
Implementation Grant Rnd 2 (carry fwd)	258,815	258,815	42,704	98,489	38%
Drought Grant (carry fwd)	4,223,199	4,223,199	3,583	6,996	0%
Forestry/Watershed Funding					
US Forest Service (Power Fire EIS)	706	706	-	-	0%
US Forest Service (Pumpkin Hollow)	529,001	529,001	9,330	31,351	6%
Sierra Nevada Conservancy Grant 1 (Pumpkin Hollow)	498,152	498,152	83,640	92,417	19%
Total Grants and Other Funding	5,509,873	5,509,873	139,257	229,253	4%
TOTAL REVENUES & FUNDING	5,710,676	5,710,676	139,451	376,446	7%
ASSESSMENT EXPENDITURES					
General Assessment (Administration)					
Executive Officer		40,000	11,850	20,995	52%
Contract Associate		20,000	-	-	0%
General Assessment (Operations)					
CSRC&D - School Watershed STE Program		16,500	3,148	3,148	19%
AB142 Wild & Scenic Study (all prior yr carry fwd)		50,000	-	-	0%
MAC Data Plan & Website Support (incl. \$3,520 carry fwd)		14,020	3,015	4,500	32%
Mokelumne Community Forest		10,000	-	-	0%
FY 2018 Grant Applications/Project Development		50,000	6,006	19,168	38%
TOTAL ASSESSMENT EXPENDITURES		200,520	24,019	47,811	24%
GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES					
Implementation Grant - Round 2 - Pass Thru to Sponsors:					
AWA - Lake Camanche Laterals Phase 2		30,774	-	-	0%
EBMUD - Camache Area Regional Water Supply		201,884	38,429	90,146	45%
Calaveras County - Ponderosa Way Restoration		5,992	-	-	0%
Echo Tech - VHR Water Conservation Program *		9,218	-	-	0%
Implementation Grant - Round 2 - Administration:					
RMC		5,550	2,668	2,985	54%
WRA		5,740	1,607	2,363	41%
Implementation Grant - Drought Grant 2014 - Pass Thru to Sponsors:					
AWA - Amador Raw Water Pipeline		48,652	-	-	0%
AWA - Tanner WTP Backwash		4,097,984	-	-	0%
AWA - Ione WTP Backwash		30,734	-	-	0%
Implementation Grant - Drought Grant 2014 - Administration:					
RMC		23,168	-	2,590	11%
WRA		8,661	-	3,819	44%
Contingency		14,000	-	-	0%
Power Fire EIS					
Landmark Environmental Inc.		646	-	-	0%
Pumpkin Hollow Restoration Project					
Landmark Environmental Inc.		228,186	13,863	31,293	14%
UMRWA Administration (USFS 8.6%; SNC 15%)		75,226	-	-	0%
TSU - Tree Services Unlimited		272,460	-	62,130	23%
J&R Logging		178,405	-	-	0%
Summitt Forests, Inc.		130,183	-	-	0%
Greater Valley Conservation Corp		66,000	31,332	31,332	47%
Future Commitments(FY2019 contracts)		76,693	-	-	0%
TOTAL GRANT EXPENDITURES		5,510,156	87,899	226,657	4%
Total Project Expenses		5,710,676	111,918	274,468	5%



Upper Mokelumne River Watershed Authority

Agenda No: **13**

Meeting Date: April 27, 2018

Title:

Executive Officer Grant Funded Quarterly Report

Recommended Action:

For information and discussion

Discussion:

The Executive Officer's work agreement with UMRWA segregates the work into two categories; tasks related to UMRWA business that are funded by Member Agency contributions, and grant-funded or other work paid by non-Member Agency contributions. The work agreement specifies the EO is to report non-Member Agency funded work to the Board on a quarterly basis. This quarterly report reflects invoices submitted the past quarter for the grant-funded projects as displayed in the table below.

Project	Period	Work Performed	Fee
Round 2 Implementation Grant & administration	N/A	Project virtually closed-out. Retention invoice and final payments pending.	\$0
Drought Grant administration	Dec. 1 – Mar. 31	Manage accounting and invoicing; coordinate with DWR, RMC, and Project Sponsor AWA.	\$910