



# Upper Mokelumne River Watershed Authority

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## UMRWA Regular Governing Board Meeting

### **Agenda**

Friday, April 26, 2019 – 1:30 p.m.  
McLean Hall, Pardee Center, Valley Springs, CA 95252

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

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

#### AUTHORITY BUSINESS:

#### Recommended Action

- |  |                        |
|--|------------------------|
| 1. Board Regular Meeting Minutes of January 25, 2019             | Approve by Motion      |
| 2. Treasurer's Report – Second Quarter 2019                      | Accept for Filing      |
| 3. GreenGen Mokelumne Water Battery Project                      | Possible Action        |
| 4. Black Springs Restoration Project                             | Approve by Motion      |
| 5. Ongoing UMRWA Forestry Projects Status Report                 | Information/Discussion |
| 6. Youth Watershed Stewardship Program Agreement with MLLT       | Approve by Motion      |
| 7. NFWF Application for Culvert and Drainage Improvement Project | Information/Discussion |
| 8. Proposed Fiscal Year 2020 Budget                              | Approve by Motion      |
| 9. Prop 1 IRWM Implementation Grant Program Update               | Possible Action        |
| 10. Legislative Issues Update                                    | Possible Action        |

#### BOARD MEMBER COMMENTS:

11. Board Member Comments

#### EXECUTIVE OFFICER REPORT:

12. Executive Officer's Oral Report

#### ADJOURNMENT:

- Next Regular Board Meeting: July 26, 2019 at 1:30 p.m. (McLean Hall, Pardee Center)
- Fourth Quarter Board Meeting: October 4, 2019 at 10:00 a.m. (Pardee Lodge, Pardee Center)

\*\* A tour of the Camanche Regional Water Supply Project WTP will be offered immediately after the conclusion of today's Board meeting. \*\*

*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](mailto:lisa.stuart@ebmud.com) no later than 24 hours before the meeting.*



# Upper Mokelumne River Watershed Authority

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Agenda No: **1**

Meeting Date: April 26, 2019

Title:

Regular Meeting Minutes of January 25, 2019

Recommended Action:

Approve the regular meeting minutes of January 25, 2019.

Summary:

The summary minutes of the January 25, 2019 regular meeting are included for Board review and approval.

Friday, January 25, 2019 – 1:35 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, Brian Oneto, Richard Farrington, Jack Garamendi, Jeff Davidson, Richard Blood, and Ed Gonzalez were present. Also present were Executive Officer Richard Sykes, Administrative Officer Rob Alcott, Authority Counsel Greg Gillott, Authority Secretary Lisa Stuart, and 11 visitors and presenters.

**PUBLIC COMMENT** – None

**AUTHORITY BUSINESS**

**A. Consent Calendar**

**1. Regular Meeting Minutes of October 5, 2018**

Motion to approve the recommended actions for Items 1-3 with one correction to the October minutes noted by Director Farrington was made by Director Davidson, seconded by Director Woodrow and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

**Motion 01-19** approved the regular meeting minutes of October 5, 2018 with one correction to the Board Member Comments provided by Director Farrington. It should have been noted that Director Farrington provided the Board with information regarding the Power Fire Road Reconstruction Project and distributed a handout with information and a map of the project area as provided by U.S. Forest Service.

**2. Treasurers Reports**

**Motion 02-19** accepted the Treasurer's Reports for filing.

**3. Executive Officer Grant Funded Quarterly Report**

**Motion 03-19** accepted the EO's quarterly report.

**4. MAC Plan Update 2018 – Plan Adoption**

This 2018 MAC Plan Update was initiated to capture updated regional information since the 2013 MAC Plan was prepared and to respond to updated state requirements. All required Plan elements as identified in DWR's 2016 IRWM Plan Standards are met by this MAC Plan 2018 Update.

On April 27, 2018, the Board approved an agreement for Woodard & Curran to prepare the MAC Plan Update 2018. W&C convened the Regional Participants Committee (RPC) in May and that stakeholder committee, meeting three times over the course of the project, guided the update process. Additionally, two evening public meetings were conducted.

Katie Cole, Project Manager for Woodard & Curran, provided a brief presentation of the updated plan to the Board and the MAC Plan Update 2018 was presented for the Board's approval. The Board discussed recent communication that indicated some entities in the

MAC region now have projects that they would like to incorporate into the MAC Plan Update. An update would be considered at some point in the future when and if a sufficient number of projects are identified to merit the cost and effort of an update. Staff will track projects and consider an update later in the year.

**Motion 04-19** to Adopt Resolution 2019 –1 approving the MAC Plan Update 2018 was made by Director Farrington, seconded by Director Gonzalez and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **5. Pumpkin Hollow Restoration Project**

UMRWA's treatment of 971 acres of forested lands within the Pumpkin Hollow project is being completed by five contractors hired by the Authority in 2017 and 2018 and one contractor yet to be selected. The contractors, contract amounts, acres of work to be performed and status of work completed as of December 31, 2018 were presented to the Board. Also provided for the Board's review were an amendment to the Tree Services Unlimited, Inc. contract and a general service agreement with Ronwright Logging, Lumber and Construction, Inc.

**Motion 05-19** to approve the First Amendment to the Tree Services Unlimited, Inc. General Services Agreement to extend the term to December 31, 2019 and authorize the Executive Officer to sign the amendment; and to approve a General Service Agreement with Ronwright Logging, Lumber and Construction, Inc. at a not-to-exceed cost of \$119,000, and authorize the Executive Officer to sign the agreement upon receipt of an updated Pumpkin Hollow SPA agreement that incorporates the additional required \$60,000 in federal funds was made by Director Davidson, seconded by Director Woodrow and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **6. Cabbage Patch Restoration Project**

The Sierra Nevada Conservancy grant agreement with UMRWA specifies 314 acres of forest within the Cabbage Patch Restoration Project area will be treated. Three contractors hired by UMRWA in July 2018 are completing UMRWA's Cabbage Patch work. The contractors, contract amounts, acres to be treated and status of work completed as of December 31, 2018 were presented to the Board for review.

## **6. NFWF Grant Application – Erosion Control Project**

The National Fish and Wildlife Foundation (NFWF) and partner U.S. Forest Service (USFS) announced funding for the Northern California Forests and Watersheds Program (2019 Program) on January 9, 2019. This funding program will aid the recovery of lands and watersheds degraded from the influences of past wildfire events as well as restore Sierra Nevada meadows and remove targeted fish passage barriers.

Mr. Rick Hopson, District Ranger of the Amador District (Eldorado National Forest), has reached out to Director Farrington and staff to promote UMRWA's potential key role in implementing the Project. This project proposes to replace or reconstruct 90+ culverts and surface drainages affected by the 2004 Power Fire that burned 16,933 acres. The Power Fire area is located in the southwest corner of the Amador District and within the Upper Mokelumne River watershed. The fire perimeter includes meadows, springs and waterholes that exist within the elevation range of 3,100 to 6,792 feet above sea level, and 18 miles of perennial and 26 miles of seasonal streams.

Director Farrington provided a presentation with information and pictures related to ongoing significant erosion resulting from the Power Fire. This supported the need for the proposed grant project. Director Farrington also identified other items he would like to see added to the project specifications. Discussion centered on availability of funds, and whether or not USFS can/will match the funds provided by UMRWA via the NFWF Grant, as well as the two-year timeline to complete the project and if adding more work would still allow for the project to be completed within that required timeframe.

**Motion 06-19** to authorize the preparation and submittal of an expanded NFWF Grant Application for the Power Fire Culvert Replacement and Maintenance Project with UMRWA providing a 5% cost share not to exceed \$50,000 and to authorize the Executive Officer to issue a Task Order to Landmark Environmental to complete this task was made by Director Gonzalez, seconded by Director Garamendi, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **8. Forest and Watershed Grant Opportunities**

This was the first of a planned series of periodic reports to the Board regarding UMRWA forest and watershed grant opportunities. The grant opportunities targeted in the report generally relate to projects or programs that are consistent with UMRWA's purpose and goals: protecting water quality and the environment, enhancement of Mokelumne River water supply, and forest fuels management and improved forest health.

These reports will typically include a brief summary of planned and submitted grant applications, and a table that displays identified potential grant opportunities that may be relevant for supporting UMRWA-worthy projects.

Black Springs Restoration Project – \$1,000,000 SNC Grant Application Submitted Sept. 28, 2018:

On July 26th the Board of Directors adopted a resolution authorizing the submittal of a Sierra Nevada Conservancy grant application for the Black Springs project. As with the Pumpkin Hollow and Cabbage Patch projects the Black Springs Restoration Project is part of the larger Hemlock Restoration Project. The Hemlock Project Areas are delineated on attached map. If funded, it will be the third partnership under the Master Stewardship Agreement between the Forest Service and UMRWA, signed May 18, 2016. The SNC Grant Application was submitted Sept. 28, 2018.

The Black Springs Restoration Project is located on the Calaveras Ranger District of the Stanislaus National Forest. The primary purposes of the project are removal of forest fuels, reduction in risk to wildfire, reduction in potential for severe erosion, protection of water quality, and restoration of the forest's ecological resilience, and generation of potential economic benefit to local forest industry workers. Treatments will include hand thinning followed by piling and/or lopping, and plantation and natural forest thinning through mastication of small trees and brush. The total estimated cost of the project is \$1,725,000, including the UMRWA and US Forest Service funded portions.

The UMRWA element of this project is planned to reduce forest fuels and improve ecological resilience on 900 acres as provided under the proposed SNC grant agreement. The USFS will treat an additional 1,000 acres for a total planned treatment of 1,900 acres. Assuming SNC funding is forthcoming, this project will be implemented under a SPA agreement with the Stanislaus National Forest.

Other potential grant opportunities that staff are tracking and may be relevant to projects that UMRWA might consider pursuing were also provided to the Board.

## **9. Legislative Updates**

The EO and Director Coleman offered information on S. 3564 (Cardin) that EBMUD has supported and provided a handout on that bill in case UMRWA member agencies had an interest in supporting the bill as well. EBMUD's Dave Briggs offered the Board information on the new legislative committee assignments in the House and Senate; sub-committee assignments are still in flux.

### **Board Member Comments:**

The Board discussed the state of the PG&E Chapter 11 and how the disposition of PG&E's real property within the Mokelumne Watershed affects the stakeholders/members of UMRWA. It was requested of UMRWA staff that an updated status report on the bankruptcy be provided to the Board at the next regular meeting in April. The Board also requested staff to explore the possibility of having GreenGen provide a presentation on their pump storage project for Salt Springs and Lower Bear.

### **Executive Officer Comments:**

The EO offered information that Stewardship Through Education (STE) is having difficulty finding a fiscal agent, although Mother Lode Land Trust may be a possibility. March 4-7, 2019 are the release dates at the Mokelumne River Fish Hatchery for fish raised by students in the STE program. The EO asked the Board if they were interested in a tour of CRWSP Water Treatment Plant for April meeting and reminded them that a tour of forest mitigation projects is slated for the July meeting. A tour of Pardee Dam was also suggested. Staff will work with the Board to plan possible tours for the next several meetings. The EO reminded the Board that the FPPC Form 700 submittals are due by April 1.

**ADJOURNMENT:** Director Coleman adjourned the meeting at 3:16 p.m. The next regular meeting will be held on April 26, 2019 at 1:30 p.m. at Pardee Center's McLean Hall.

### **SUBMITTED BY:**

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Lisa Stuart, Authority Secretary

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John Coleman, Chair of the Board  
APPROVED: April 26, 2019



# Upper Mokelumne River Watershed Authority

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Agenda No: **2**

Meeting Date: April 26, 2019

Title:

Treasurer's Report – Second Quarter 2019

Recommended Action:

Accept for filing

Summary:

A copy of the Treasurer's Report for the Second Quarter of fiscal year 2019, which ended March 31, 2019, is attached for the Board's review and information.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
TREASURER'S REPORT  
STATEMENT FOR THE PERIOD ENDING MARCH 31, 2019**

			Actual		
	General				
Fiscal Year 2019 (begining Oct. 1, 2018)	Assessment & Grants	Budget FY 2019	Current Quarter	YTD	YTD %
General Assessments & Operating Revenue					
Amador Agencies Funding	70,100	70,100	-	70,100	100%
Calaveras Agencies Funding	76,600	76,600	-	53,620	70%
EBMUD Funding	200,300	200,300	-	200,300	100%
Prior Year Unspent/Carry forward	6,938	6,938	-	-	0%
USFS indirect/overhead fees (Pumpkin & Cabbage)	8,000	8,000	-	-	0%
SNC indirect/overhead fees (Pumpkin & Cabbage)	11,500	11,500	116	116	1%
Interest/Misc income	500	500	397	397	79%
Transfer from Operating Reserve (Bal. \$206,011 )	-	-	-	-	0%
Total Assessments & Operations Funding	373,938	373,938	116	324,136	87%
Prop 84 Drought Grant					
Drought Grant (carry fwd)	3,457,375	3,457,375	1,294,048	1,294,048	37%
Forestry/Watershed Funding					
US Forest Service (Pumpkin Hollow)	350,997	350,997	52,422	277,397	79%
US Forest Service (Cabbage Patch)	34,000	34,000	-	16,035	47%
Sierra Nevada Conservancy Grant 1 (Pumpkin Hollow)	381,859	381,859	76,510	115,560	30%
Sierra Nevada Conservancy Grant 2 (Cabbage Patch)	500,000	500,000	20,820	39,051	8%
Total Grants and Other Funding	4,724,231	4,724,231	1,443,800	1,742,091	37%
TOTAL REVENUES & FUNDING	5,098,169	5,098,169	1,443,916	2,066,227	41%
ASSESSMENT EXPENDITURES					
General Assessment (Administration)					
Executive Officer		50,000	2,436	12,086	24%
Administrative Officer		50,000	11,220	11,220	22%
MAC Data & Website Support (Woodard & Curran)		20,000	4,500	4,500	
General Assessment (Operations)					
CSRC&D - School Watershed STE Program (incl. carry forward)		23,438	6,938	6,938	30%
Forest liaison & Board reporting (LEI, Inc)		10,000	1,080	1,080	11%
Forest Projects Plan (LEI, Inc)		25,000	3,166	3,166	13%
Forest-related Grant Applications/Project Development		75,000	24,962	24,962	33%
Prop 1 IRWM Grant Application/Project Development		40,000	-	-	0%
MAC Plan Update 2018 (Woodard & Curran)		80,000	-	51,019	64%
TOTAL ASSESSMENT EXPENDITURES		373,438	54,302	114,971	31%
GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES					
Implementation Grant - Drought Grant 2014 - Pass Thru to Sponsors:					
AWA - Tanner Backwask (for Amador Canal)		3,428,144	1,294,048	1,906,726	56%
Implementation Grant - Drought Grant 2014 - Administration:					
RMC		17,100	-	-	0%
WRA		12,131	-	-	0%
Pumpkin Hollow Restoration Project					
Landmark Environmental Inc.		134,990	18,826	59,134	44%
Amador Water Agency (grant admin support)		10,000	-	4,720	
TSU - Tree Services Unlimited (RFP 17-01)		210,330	54,834	54,834	26%
Greater Valley Conservation Corp		34,668	-	27,415	79%
GTS Forestry Inc. (RFP 18-01)		139,597	-	55,300	40%
TBD - Mechanical Thinning Project (RFP 18-02)		76,693	-	-	0%
UMRWA indirect/overhead		46,704	-	-	
Cabbage Patch Restoration Project					
Landmark Environmental Inc.		73,690	21,462	24,878	34%
Greater Valley Conservation Corp		10,800	-	-	0%
GTS Forestry Inc. (RFP 18-03)		74,375	-	-	0%
D. Watt Industries (RFP 18-04)		105,840	-	28,480	27%
UMRWA indirect/overhead & TBD contracts		265,295	-	-	0%
TOTAL GRANT EXPENDITURES		4,640,357	1,389,170	2,161,487	47%
Total Project Expenses		5,013,795	1,443,472	2,276,458	45%





# Upper Mokelumne River Watershed Authority

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Agenda No: **3**

Meeting Date: April 26, 2019

Title:

GreenGen Mokelumne Water Battery Project

Recommended Action:

For information and possible action.

Summary:

Representatives from GreenGen are scheduled to make a presentation to the Board about their proposed Mokelumne Water Battery Project.

From the GreenGen website (<https://www.greengenstorage.com/project/>) the following brief information was obtained.

*About the Project: Pumped-storage hydropower is a method of storing energy by pumping water uphill and holding it in a reservoir. This water can be released downhill later through the hydropower turbines when it is most needed. The Mokelumne Water Battery Project will reduce California's reliance on fossil fuels by meeting the state's energy demands with reliable renewable energy. When GreenGen Storage completes the Project, it will provide between 400 and 1200 megawatts (MW) of electricity, depending on the state's energy needs, engineering design, and environmental considerations.*

*Project Location: The Mokelumne Water Battery Project is located in the Sierra Nevada mountains, east of Sacramento, and about 33 miles east of Jackson, California. The project will pump water from the existing Salt Springs Reservoir up to the Lower Bear River and/or Upper Bear River Reservoirs, all located on the Mokelumne River. The project will also include a water conveyance tunnel connecting the reservoirs, a powerhouse, transmission line, and other associated infrastructure. When GreenGen Storage completes the Project, it will provide between 400 and 1200 megawatts (MW) of energy, depending on the state's energy needs, engineering design, and environmental considerations.*



# Upper Mokelumne River Watershed Authority

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Agenda No: **4**

Meeting Date: April 26, 2019

Title:

Black Springs Restoration Project

Recommended Actions:

- (1) Approve the grant agreement with SNC and authorize the Executive Officer to execute the agreement upon review and concurrence by Authority Counsel.
- (2) Authorize the release of Requests for Proposals for the general services work funded by the Sierra Nevada Conservancy grant agreement and tentatively described and authorized in the Black Springs Restoration Project SPA (Specific Project Agreement).

Summary:

On July 27, 2018 the Board authorized the preparation of a SNC Prop 1 Healthy Watersheds grant application, in collaboration with the USFS, for the Black Springs Restoration Project. That application was prepared by staff and submitted by the October 1 deadline. On March 7, the SNC Board of Directors awarded \$1 million in grant funding to UMRWA to complete the Black Springs Project. Vice-Chair Terry Woodrow, Richard Sykes, Karen Quidachay and John Quidachay represented the Authority at the SNC Board meeting and expressed UMRWA's appreciation for SNC's continuing support.

With today's approval of the SNC Black Springs grant agreement and the Board's prior approval in 2018 of the Hemlock Project CEQA documents (which includes Black Springs), implementation of Black Springs may fully proceed upon entering into a SPA (Specific Project Agreement) agreement with the USFS. UMRWA and Forest Service staffs are presently drafting the Black Springs SPA agreement and that agreement will be presented to the Board for approval on July 26.

Discussion:

Black Springs is an element of the larger Hemlock Project (along with Pumpkin Hollow and Cabbage Patch). The 1,825-acre Black Springs 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 5,400 feet and 7,200 feet.

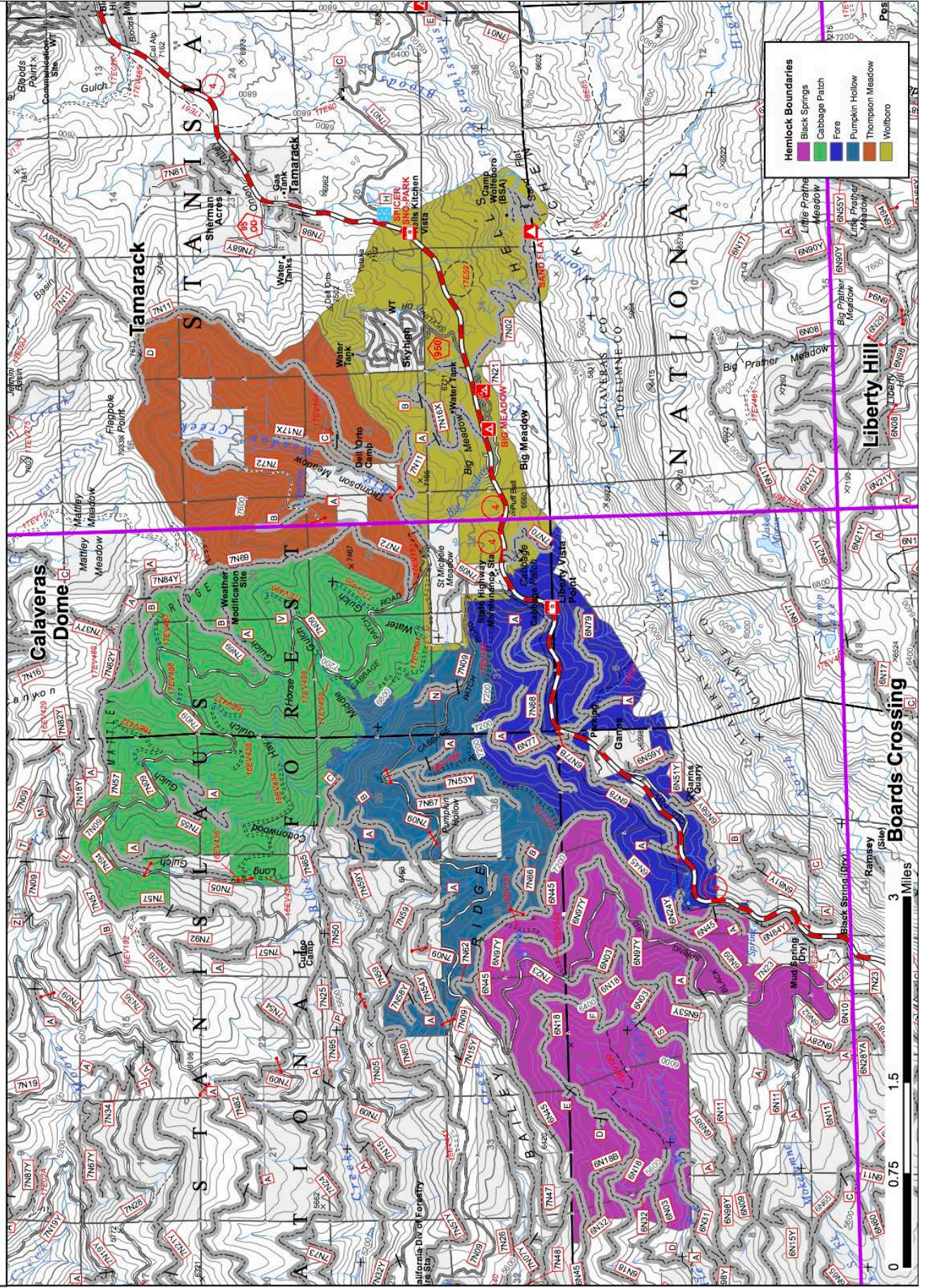
As shown in the attached Hemlock Project Areas map, the Black Springs Restoration Project is located on the Stanislaus National Forest in Calaveras County, California and is a subset of the 14,075-acre Hemlock Landscape Restoration project, which is in turn a component of the even larger Cornerstone Collaborative Forest Landscape Restoration Program (CFLRP) (390,904 acres).

The work UMRWA will perform under the Black Springs grant will include 775 acres of hand thinning and 125 acres of mechanical thinning. In addition to UMRWA's 900 acres of treatments the USFS will perform commercial thinning & fuels reduction on an additional 925 acres.

A draft copy of Exhibit A of the Black Springs Project Grant Agreement that describes the project scope, schedule and budget, is attached. The final complete grant agreement has not been sent by SNC to UMRWA at time of the Agenda completion. Staff have, however, reviewed and provided comments to SNC on the draft Exhibit A, and other agreement terms are expected to be identical or very similar to the previously executed Cabbage Patch and Pumpkin Hollow grant agreements. Staff is requesting approval to execute the final agreement consistent with the attached Exhibit A upon Counsel's review and approval of the final Black Springs Grant Agreement. If the final agreement is received prior to the Board meeting staff will distribute it then.



# Hemlock Project Areas





**STATE OF CALIFORNIA**  
**SIERRA NEVADA CONSERVANCY**

**California Drought, Water, Parks, Climate, Coastal Protection,  
and Outdoor Access For All Act of 2018 (Proposition 68)**

**EXHIBIT A**

**Grantee:** Upper Mokelumne River Watershed Authority

**Project Title:** Black Springs Restoration Project

**Agreement Number:** 1091

**PROJECT SCOPE**

The Black Springs Restoration Project (Project) is a 1,825-acre Category One project located in eastern Calaveras County between the communities of Arnold and Bear Valley and within the Stanislaus National Forest (SNF). The Project will be implemented by the Upper Mokelumne River Watershed Authority (UMRWA) in coordination with the SNF. Sierra Nevada Conservancy (SNC) grant funds will restore a minimum of 900 acres.

The Project ranges in elevation from 5400' – 7200' and encompasses multiple forest types including Sierran Mixed Conifer, red fir, and pine plantations. Developed collaboratively by the Amador-Calaveras Consensus Group, the Project will use a combination of hand thinning and mechanical mastication to remove ladder fuels and reduce forest densities resulting in more resilient, fire safe stands that will sequester carbon and provide higher quantities of drinking water to downstream beneficiaries. Slash will be lopped and scattered or piled for future burning with USFS crews.

The Project supports many of the goals of the Sierra Nevada Watershed Improvement Program and Proposition 68. These restoration activities in the Mokelumne River watershed increase forest resiliency to drought, wildfire, and disease. The Project will result in greater water yields for downstream beneficiaries that include local water agencies and East Bay Municipal Utility District that provides water to 1.4 million San Francisco Bay Area residents.

**PROJECT TASKS\***

<b>DETAILED PROJECT TASKS</b>	<b>APPROXIMATE PROJECT TIMELINE</b>	<b>BUDGET CATEGORY</b>
Task 1: Six Month Progress Reports	First date 6 months from approximate agreement execution date	Project Management and Reporting
Task 2: Proposition 68 Signage 2.1: Draft sign design 2.2: Submit to SNC for review 2.3: Install sign	Before Project Completion	Prop 68 Signage Publications, Printing
Task 3: 775 Acres Hand Thinning	May – October 2019	Hand Thinning; Field

3.1: Establish before/after photo points 3.2: Slash will be lopped and scattered or piled for burning by USFS crews	May – October 2020 May – October 2021	Preparation and Oversight; Supplies and Materials
Task 4: 125 Acres Mechanical Thinning 4.1: Establish before/after Photo points 4.2: Slash will be masticated and spread on forest floor	May – October 2019 May – October 2020 May – October 2021	Mechanical Thinning; Field Preparation and Oversight; Supplies and Materials
<b>Project Completion Date</b>	<b>December 2021</b>	
<b>Request For Payment Of Final Expenditures Final Report Performance Measures</b>	<b>60 days from Project Completion or no later than the deadline identified on the signature page of the Payment Request for Final Expenditures.</b>	

\*A Task is defined as a piece of work or activity to be done or undertaken.

## PROJECT COSTS

<b>PROJECT BUDGET CATEGORIES</b>	<b>TOTAL SNC FUNDING</b>
Project Management and Reporting	\$50,000
Field Preparation and Oversight	\$90,000
Hand Thinning	\$578,000
Mechanical Thinning	\$150,000
Supplies and Materials	\$3,800
Prop 68 Signage, Publications, Printing	\$2,300
Administration	\$125,900
<b>GRAND TOTAL</b>	<b>\$1,000,000</b>

Frequently used Budget Category Headings:

- Project Management
- Project Contractor
- Project Consultant
- Equipment
- Meetings
- Travel Costs
- Supplies/Materials
- Administrative costs
- Reporting

## PROJECT DELIVERABLES\*\*

DELIVERABLE	FORMAT	DATE DUE
Reports: 6 month	SNC Report Forms	Every six months starting from execution date of Grant Agreement until Project Completion date.
Proposition 1 Signage	Picture/Location Map	Upon Project Completion
775 Acres Hand Thinning	Final Report/ Pictures/ Maps	Upon Project Completion
125 Acres Mechanical Thinning	Final Report/ Pictures/ Maps	Upon Project Completion
<b>Request For Payment Of Final Expenditures</b>	<b>SNC Request for Payment Form</b>	<b>60 days from Project Completion or no later than the deadline identified on the signature page of the Payment Request for Final Expenditures.</b>
<b>Final Report Performance Measures</b>	<b>SNC Final Report Form</b>	

\*\* Deliverable is the term for the quantifiable goods or services that will be provided upon the completion of a Project. A deliverable could be a report, a document, or any product that results from a Project.

## PROJECT REPORTING REQUIREMENTS

**Progress and Final Report(s):** The Grantee shall provide six-month progress reports and a final report as specified in the Project Schedule. Six-month progress reports shall reflect work completed in the previous six months, and final reports shall reflect the entire Grant period. A progress report shall also be submitted for the time period immediately preceding the submission of the final report. The templates and instructions for completing these reports can be found on the Sierra Nevada Conservancy (SNC) Web site in the following location:

<http://www.sierranevada.ca.gov/other-assistance/managing-your-Grant>

### Performance Measures Reporting:

Performance Measures are used to track progress toward Project goals and desired outcomes. They provide a means of reliably measuring and reporting the outcomes and effectiveness of a Project and how it contributes to the SNC's achievement of its programmatic goals.

The Grantee shall report on Performance Measures as part of the Final Report. The Grantee shall consider the following four quantitative Performance Measures and report on the ones that are applicable to this Project.

1. **Resources Leveraged in the Sierra Nevada:**

The purpose of this Performance Measure is to measure the additional resources generated as a result of SNC investment. The total value is based on matching funds provided by external sources, number of volunteer hours donated, and the value of major in-kind contributions made to a Project. Additional information can be found on the SNC Web site in the following location: [https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/Res\\_Lvrqd\\_SN.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/Res_Lvrqd_SN.pdf)

2. **Number of People Reached:**

The purpose of this Performance Measure is to measure progress on information-sharing and education efforts, and the inclusiveness of other Project efforts, such as plan

development. Additional information can be found on the SNC Web site in the following location:

[https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/nbrplerchd\\_revised.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/nbrplerchd_revised.pdf)

3. Number and Type of Jobs Created:

The purpose of this Performance Measure is to measure economic benefits to the Sierra Nevada Region by tracking the full-time equivalent jobs created by SNC-funded activities. Additional information can be found on the SNC Web site in the following location:

[https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/nbrjobs\\_revised.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/nbrjobs_revised.pdf)

4. Number and Value of New, Improved, or Preserved Economic Activities:

The purpose of this Performance Measure (PM) is to provide the types, quantities, and, where appropriate, estimated dollar values of new, improved or preserved economic activities, products and services. This PM relates to SNC's goals to develop tourism and recreational opportunities, aid in the preservation of working landscapes, and assist the regional economy. Additional information can be found on the SNC Web site in the following location:

[https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/nbrvalimpreecon\\_revised.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/nbrvalimpreecon_revised.pdf)

In addition, the Grantee shall report on Project-specific Performance Measures that will help describe Project outcomes in a measureable way. The specific Performance Measures and the associated targets for this Project include the following:

5. Acres of Land Improved or Restored:

The purpose of this Performance Measure (PM) is to track efforts to improve natural resource conditions, such as site productivity and wildlife habitat, through site improvement or restoration activities and reduce the risk of natural disasters, such as catastrophic wildfire, flood, avalanche, etc. Additional information can be found on the SNC Web site in the following location:

[https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/Acres\\_Land\\_Imp\\_Res.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/236/attachments/Acres_Land_Imp_Res.pdf)





# Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: April 26, 2019

Title:

Ongoing UMRWA Forestry Projects Status Report

Recommended Actions:

For information and discussion

Summary:

*Pumpkin Hollow:* UMRWA's treatment of 927.5 acres (initially 971 acres) of forested lands within the Pumpkin Hollow Restoration project is being completed by five contractors hired by the Authority in 2017 and 2018 and a sixth contractor (Ronwright Logging, Lumber and Construction, Inc.) for whom a contract was approved by the Board on January 25, 2019. The 43.5-acre reduction was a consequence of the USFS reconfiguring work to be performed under RFP 18-02 and awarded to Ronwright Logging.

*Cabbage Patch:* The Sierra Nevada Conservancy grant agreement with UMRWA specifies 314 acres of forest within the Cabbage Patch Restoration Project area will be treated by UMRWA (and an additional 905 acres by the USFS). Three contractors hired by UMRWA in July 2018 are completing UMRWA's Cabbage Patch work.

## UMRWA FOREST PROJECTS & CONTRACTS

RFP #	Contractor	Contract Date	Amount	Scheduled Completion	Actual Completion	Total Acres
<b>PUMPKIN HOLLOW</b>						
17-01	TSU Inc.	July 2017	\$272,460	Dec. 2019		239
17-02	J&R Logging	July 2017	\$178,405	Dec. 2018	Oct. 2018	21
17-03	Summitt Forests	July 2017	\$130,183	Dec. 2018	June 2018	393
18-01	GTS Forestry	July 2018	\$139,597	Dec. 2019		87
18-02	Ronwright	July 2019	\$119,000	Dec. 2019		147
N/A	GVCC	July 2017	\$66,000	Dec. 2018	Oct. 2018	40.5
						927.5
<b>CABBAGE PATCH</b>						
18-03	GTS Forestry	July 2018	\$74,375	Dec. 2019		174.5
18-04	D. Watt Industries	July 2018	\$105,840	Dec. 2019		132.3
N/A	GVCC	July 2018	\$10,800	Dec. 2019		7.2
						314



# Upper Mokelumne River Watershed Authority

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Agenda No: **6**

Meeting Date: April 26, 2019

Title:

Youth Watershed Stewardship Agreement with Mother Lode Land Trust

Recommended Actions:

Approve the agreement with the Mother Lode Land Trust for the period April 26 through December 31, 2019 and authorize the Executive Officer to execute the agreement.

Summary:

The Board approved in July 2018 an agreement (for the current FY 2019) with the Central Sierra Resource Conservation and Development, Inc. (CSRC&D), which in partnership with Stewards Through Education (STE) has been sponsoring the Youth Watershed Stewardship Program (YWSP) since 2006. However, due to changing organizational priorities at the CSRC&D this agreement was not executed and representatives from STE sought a new sponsor. Through this process, the Mother Lode Land Trust (MLLT) was identified as a suitable replacement program sponsor. Authority Counsel has reviewed the attached agreement.

Discussion:

An agreement with the MLLT to conduct the YWSP for the remainder of this calendar year is presented for the Board's approval today. The UMRWA FY2019 budget includes \$16,500 to continue the Authority's support of this program.

The Scope of Work includes the following three tasks.

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

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (Agreement) is entered into as of April 26, 2019 by and between Mother Lode Land Trust (MLLT), 501c3 a nonprofit public benefit corporation, and Upper Mokelumne River Watershed Authority (Authority), a joint powers agency formed pursuant to the laws of the State of California.

### RECITALS

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

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

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

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

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

#### 1. SERVICES TO BE RENDERED BY THE MLLT

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

##### **Amador County**

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

##### **Calaveras County**

Copperopolis Elementary

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

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

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

2. CHANGES IN SCOPE OF SERVICES. Both the Authority's Board of Directors and MLLT Board of Directors must approve any extension of time, change order, change in the Scope of Work, change in the contract price, or other term or condition affecting MLLT's duties set forth herein. Any change to the terms and conditions of this Agreement not authorized in writing by the UMRWA Board of Directors and MLLT Board of Directors shall be null and void.
3. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on December 31, 2019. Either party may terminate this Agreement with or without cause on thirty- (30) days written notice. In the case of such early termination, MLLT shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
4. REPORTING AND COMPENSATION.
  - 4.1 MLLT shall submit invoices indicating activities performed and expenses incurred during the preceding invoice period. Invoices shall be submitted no more frequently than monthly and no less frequently than quarterly. All invoices shall be accompanied by a report containing the information referenced in section 4.3 below. No retention shall be required. The Authority shall pay undisputed charges within 30 days of receipt of invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to MLLT within 30 days of receipt of the invoice.
  - 4.2 Invoices (in PDF form) shall be submitted via email to Rob Alcott at [robalcott@aol.com](mailto:robalcott@aol.com). Compensation to MLLT shall be paid in accordance with UMRWA's share of the compensation for each task included in the Scope of Work as set forth in Exhibit A. In no event shall UMRWA's share of compensation for completion of the Scope of Work exceed the maximum amount of **\$16,500**. Authority's payment of compensation is dependent upon Authority's receipt of funds for this Agreement from its Members.
  - 4.3 Each invoice submitted pursuant to this Section 4 shall be accompanied by a report containing the following information: (i) percentage of completion of each task listed in Exhibit A; (ii) schools, students, and teachers participating in the Program; (iii) field trips undertaken, (iv) material produced pursuant to this Agreement, and (v) any other activities funded through this Agreement.
5. SUPERVISION OF THE SCOPE OF WORK.
  - 5.1 MLLT shall be responsible for ensuring that the Scope of Work is properly performed. Authority shall deal only through the MLLT, who shall be responsible for the proper execution of the entire Scope of Work.
  - 5.2 MLLT shall be responsible to Authority for the acts and omissions of its employees, subcontractors, and their agents and employees, and any other persons performing any of the Scope of Work under a contract with MLLT.
6. ASSIGNMENTS. MLLT may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
7. MLLT NOT EMPLOYEE OF AUTHORITY. It is understood that MLLT is not acting hereunder as an employee of Authority but solely as an independent contractor. MLLT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. It is understood by MLLT and Authority that under no circumstance shall this Agreement be construed or be considered to create an employer-employee relationship or a joint venture.
8. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

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

To Authority: Upper Mokelumne River Watershed Authority  
Richard Sykes, Executive Officer  
15083 Camanche Parkway S  
Valley Springs, CA 95252

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

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

## 9. INDEMNIFICATION AND INSURANCE.

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

9.5 MLLT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and MLLT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by the Authority prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by the Authority, either (i) MLLT's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) MLLT shall provide a financial guarantee, satisfactory to Authority, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

9.6 MLLT's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be in excess of the MLLTs insurance and shall not contribute with it.

9.7 In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. MLLT is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

10. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of the Authority and MLLT represents that he or she is fully authorized to execute and deliver this Agreement.

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

UPPER MOKELUMNE RIVER WATERSHED  
AUTHORITY

MOTHER LODGE LAND TRUST, INC.

BY: \_\_\_\_\_  
Richard Sykes, Executive Officer

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

**Exhibit A – Scope of Work & Budget**  
**Implementation of Youth Watershed Stewardship Program**  
**(April 26, 2019 – Sept. 30, 2019)**

<b>Description</b>	<b>Date of Completion</b>	<b>Subtotal w/o Admin.</b>
<b>Annual Implementation</b>	12/31/2019	<b>\$6,500</b>
Conduct in-service training to teachers in elementary, middle, school classrooms in Calaveras, Alpine and Amador Counties to implement use of STE website (with new forest health curriculum) and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP), and the Classroom Aquarium Education Program (CAEP). Expand CAEP to upcountry and Alpine County schools including release of CAEP trout into local streams.		
<b>Program Supported</b>	12/31/2019	<b>\$2,400</b>
Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.		
<b>Watershed Alive! Days and Stewards of the Watersheds. Elementary-High School Program</b>	12/31/2019	<b>\$5,125</b>
Coordinate and conduct outdoor field experiences with community partners for grades 5-12 (with special attention to the involvement of Forestry Challenge students) and a focus on “Healthy Forests Healthy Watersheds” in Calaveras County and Amador County.		
<b>Subtotals w/o Administration</b>		<b>\$14,025</b>
<b>MLLT Administration &amp; Accounting</b>		<b>\$ 2,475</b>
<b>Total</b>		<b>\$ 16,500</b>



# Upper Mokelumne River Watershed Authority

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Agenda No: **7**

Meeting Date: April 26, 2019

Title:

NFWF Grant Application for Culvert Upgrades and Drainage Improvement Project

Recommended Action:

For information and discussion.

Summary:

The Board on January 25 authorized the preparation and submittal of a NFWF Grant Application for the Power Fire Culvert Upgrades and Drainage Improvement Project with UMRWA providing a 5% cost share not to exceed \$50,000. The UMRWA application for \$1.8 million in grant funding was submitted on February 25th.

Discussion:

The National Fish and Wildlife Foundation (NFWF) and partner U.S. Forest Service (USFS) administer the Northern California Forests and Watersheds Program. This program targets lands and watersheds degraded from the influences of past wildfire events as well as other Sierra Nevada meadow and forest restoration objectives.

A set amount of NFWF funding (\$2.54 million) was set-aside exclusively for Eldorado National Forests (ENF) lands affected by, or having a nexus to, the 2004 Power Fire that burned 16,933 acres. The burn area is located in the southwest corner of the Amador District of the Eldorado National Forest. The priority ENF watersheds targeted for this funding are Panther Creek, Bear Creek and Cole Creek - all tributary to the North Fork Mokelumne River.

The Power Fire Culvert Upgrades and Drainage Improvement Project proposes to replace or reconstruct approximately 63 culverts (actual number to be determined and field verified mid-2019 in consultation with ENF and could exceed 100) and up to 200 water control structures (e.g. water bars, graded dips, berms), and to perform maintenance work on other existing culverts on 58 miles of roads affected by the Power Fire. The project will address culverts on Forest Service system roads located within the Panther Creek, Bear River, and Cole Creek sub-watersheds, which are considered priority watersheds. The project will also address culverts in the Devils Nose and Salt Springs Reservoir sub-watersheds that are part of the Power Fire Nexus Area.

NFWF is expected to announce grant award decisions in August 2019. Funded work must be completed by 2021.





# Upper Mokelumne River Watershed Authority

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Agenda No: **8**

Meeting Date: April 26, 2019

Title:

Proposed Fiscal Year 2020 UMRWA Budget

Recommended Action:

- (1) Endorse the proposed FY 2020 UMRWA budget and authorize staff to transmit the proposed budget to Member Agencies for review and comment.
- (2) Direct staff to develop a Board policy for administering the Authority's budget reserve (i.e. unspent and retained member funds and related incomes).

Summary:

The proposed FY 2020 budget is presented in Table 1 (next page). The total member-supported portion of the proposed budget, including in-kind, is \$320,000. This is \$46,500 less than the current year amount of \$366,500.

Presented in Table 2 are member funding off-sets. These include member in-kind credits, and other income (from indirect charges paid by USFS and administration fees per SNC grants). 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 2020 are similarly organized as shown below.

**For the Member-funded portion** of the proposed FY2020 budget the following activities and associated funding requirements are assumed:

- 1) Maintain (unchanged) the funding level for Board and Authority administration at \$120,000. This budget funds the Executive Officer and Administrative Officer positions and the Woodard & Curran contract for data/website technical support.
- 2) Maintain (unchanged) the annual funding support for the local school watershed education program at \$16,500.
- 3) Increase to \$100,000 (from \$75,000) the funding level for costs associated with developing forest-related grant applications.
- 4) Reduce to \$25,000 (from \$35,000) for basic Authority support work to be performed by Landmark Environmental, Inc. This may include preparing Board agenda items, conducting federal and state agency liaison, attending quarterly Board reports, and support tasks as assigned by the EO.
- 5) Reduce to \$25,000 (from \$120,000) for IRWM-related tasks requiring Member funding (e.g. possible Prop 1 Implementation Grant application).

**For the non-Member funded portions of the budget**, grant and other funding associated with the Sierra Nevada Conservancy and USFS sources for FY 2020 will be

determined in September, the final month of UMRWA's fiscal year. Awarded but uncollected FY 2019 funds will be carried forward to FY 2020. Those amounts will be determined based on the September 30, 2019 end of fiscal year Treasurer's Report.

#### Budget Reserves:

Over the past four fiscal years unspent budgeted member funds and accumulated other income (interest earnings, indirect charges, administration fees) have been separately carried over and accounted for as Retained Member Funds. These funds have effectively served as the Authority's operating reserve. The year-to-year amounts have varied widely, from \$25,474 in FY 2015 to \$94,670 in FY 2017. The current balance of Retained Member Funds is \$206,011.

The Retained Member Fund has suited the Authority's business needs over the past few years in several ways.

- It has provided a sufficient fund balance to pay contractors performing forestry work while UMRWA awaits USFS and SNC reimbursements.
- It has also been tapped to fund unanticipated mid-year expenses. For example, the Board's initiative in mid-2018 to undertake the MAC Plan Update 2018 (to ensure UMRWA's eligibility for Prop 1 IRWM grant funding) was in part funded with \$50,000 from the Retained Member Fund re-budgeted for that purpose. This allowed the Authority to avoid sending out supplemental invoices to Member Agencies to raise this \$50,000.
- Additionally, it provides an off-budget means for retaining previously budgeted funds that have gone unspent due to circumstances beyond the Authority's control. For example, UMRWA's remaining \$40,850 unpaid share of its 50% cost for the AB 142 Wild and Scenic study conducted by the California Natural Resources Agency is now retained in this reserve account.

Given the existing retained funds balance, and in view of the increasingly active pace of the Authority's grant and contracting work, it is appropriate to develop Board policy that addresses how this fund should be administered going forward. Staff is therefore recommending that a draft policy be developed and presented at the July Board meeting.

**Table 1 – PROPOSED FY 2020 BUDGET**

Programs	Categories	Member Funds	Other Funds (DWR, USFS, SNC)	Total Member Funded Program Budgets
Board and Authority Admin.	Executive Officer Administrative Officer Web & Opti technical support	50,000 50,000 20,000		120,000
Watershed Ed.	Public schools program (STE)	16,500		16,500
Forest Health	Pumpkin Hollow Project	- -	Carry forward	125,000
	Cabbage Patch Project	- -	Carry forward	
	Black Springs Project	- -	Carry forward	
	Forest-related Grant Applications	100,000		
	Federal/state agency liaison & Board reports & meetings	25,000		
IRWM Grant Applications	Grant Application	25,000		25,000
Implementation Grants	Grant Pass Thru to Agencies	0		0
	UMRWA Grant administration	0		
<b>TOTAL BUDGET</b>		<b>\$286,500</b>	Carry forward	<b>\$286,500</b>

Carry forward amounts to be determined based on amount of Other Funds received vs. pending as of Sept. 30, 2019

**Table 2 – FY 2020 MEMBER AGENCY OFF-SET FUNDING**

Member assessments	As required by the above Proposed FY2020 Budget	\$286,500
Off budget In-kind contributions*	Authority Legal Counsel \$7,500 (Amador County) Accounting/audit and Authority Secretary \$26,000 (EBMUD)	\$33,500
	<b>TOTAL MEMBER SUPPORTED BUDGET =</b>	<b>\$320,000</b>
Off-setting income	SNC grant funded UMRWA admin fees (est. \$ 15,000) USFS funded UMRWA indirect charges (est. \$10,000)	(\$25,000)
	<b>TOTAL REQUIRED MEMBER ASSESSMENT FUNDING =</b>	<b>\$295,000</b>

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

**Table 3 – FY 2020 MEMBER FUNDING ALLOCATIONS & ASSESSMENTS**

Formula % Share	Member Agency %	Proposed FY18 \$ Allocations	In-Kind \$ Credits	Proposed \$ Assessments
Amador Entities 20%	Amador County – 9.2%	27,140	(7,500)	19,640
	Amador Water Agency – 9.2%	27,140	0	27,140
	Jackson Valley ID – 1.6%	4,720	0	4,720
Calaveras Entities 20%	Calaveras County – 6.0%	17,700	0	17,700
	Calaveras County WD – 9.6%	28,320	0	28,320
	Calaveras PUD – 4.4%	12,980	0	12,980
EBMUD 60%	EBMUD – 60%	177,000	(26,000)	151,000
<b>TOTAL</b>		<b>\$295,000</b>	<b>(\$33,500)</b>	<b>\$261,500</b>



# Upper Mokelumne River Watershed Authority

Agenda No: 9

Meeting Date: April 26, 2019

Title:

Prop 1 IRWM Implementation Program Update

Recommended Actions:

For discussion and possible action.

Discussion:

Director Farrington is the Board's designated representative to the ongoing Mountain Counties Funding Area committee attempting to develop an acceptable Prop 1 IRWM funding allocation process. The Department of Water Resources, the agency that administers the IRWM program, issued draft Guidelines this past November for how these Prop 1 implementation grant funds will be awarded. These Guidelines have not yet been approved. Of immediate interest is Prop 1's \$510 million in IRWM funding, although just \$13 million of that amount is earmarked for Mountain Counties. And not all of that \$13M is available as shown below.

Prop 1 Mountain Counties Allocation	\$13,000,000
Previous awards: <ul style="list-style-type: none"><li>• State admin &amp; bond costs - \$910,000</li><li>• Planning grant awards - \$84,000</li><li>• DAC Involvement Program - \$1,300,000</li></ul>	(\$2,294,000)
Balance for General Implementation Grants	\$9,400,000
Balance for Designated DAC Implementation Projects (min. 10%)	\$1,300,000

Per DWR's draft Guidelines a minimum local cost share of 50% of total project cost is expected. Substantial reduction or waiver of the required local match amount may be allowed under the final Guidelines for DAC-benefiting projects. There are potentially 9 regions competing for these Prop 1 implementation grant funds within the Mountain Counties overlay region.

The Board has previously expressed its preference that Mountain Counties Prop 1 implementation grant funding be allocated equally (i.e. a no application, non-competitive process) between eligible regions. It has also been recommended that the available funding be split in half and allocated over two rounds.

On a related note, the DWR has determined (see attached March 6 letter) the recently updated MAC Plan is consistent with DWR's current IRWM Guidelines. This qualifies UMRWA to receive Prop 1 funds.

DEPARTMENT OF WATER RESOURCES

1416 NINTH STREET, P.O. BOX 942836 SACRAMENTO, CA 94236-0001 (916) 653-5791

SENT VIA EMAIL

March 6, 2019

Mr. Rob Alcott  
Upper Mokelumne River Watershed Authority Post Office Box 383  
Sea Ranch, California 95497

Subject: Final Review - Mokelumne/Amador/Calaveras (MAC) IRWM Plan

Dear Mr. Alcott:

This letter transmits the final review of consistency of the MAC Integrated Regional Water Management (IRWM) Plan (Plan) with the IRWM Planning Act and the related IRWM Plan Standards contained in the 2016 IRWM Program Guidelines (Guidelines). The Department of Water Resources (DWR) finished the draft review of the Plan and determined it to be consistent with the Guidelines. The draft Plan was then posted on DWR's website from January 29 to March 2, 2019, to satisfy the required 30-day public comment period and no comment was received. Therefore, DWR has made the final determination that the Plan is consistent with the Guidelines. The final review is posted on the following link: <https://www.water.ca.gov/Work-With-Us/Grants-And-, Loans/IRWM-Grant-Programs/Plan-Review-Process>.

If you have any questions, please contact Ted Daum at (916) 651-9264 or [Theodore.Daum@water.ca.gov](mailto:Theodore.Daum@water.ca.gov).

Sincerely,

Carmel Brown, P.E. Chief  
Financial Assistance Branch  
Division of Integrated Regional Water Management

cc: Ms. Katie Cole  
Project Manager, Woodward & Curran



# Upper Mokelumne River Watershed Authority

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Agenda No: **10**

Meeting Date: April 26, 2019

Title:

Legislative Issues Update

Recommended Actions:

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

Discussion:

No pending legislation was identified at the time this agenda packet was prepared that is squarely within UMRWA's field of interest. Thus, no legislation has been reviewed and summarized for inclusion in this agenda item. Board directors and/or agency staff, however, may have particular legislation of interest and this agenda item is intended to facilitate discussion.