



Upper Mokelumne River Watershed Authority

UMRWA Regular Governing Board Meeting

Agenda

Friday, July 24, 2015 – 1:30 p.m.

McLean Hall, Pardee Center, Valley Springs, CA 95252

ROLL CALL

PLEDGE OF ALLEGIANCE

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

AUTHORITY BUSINESS:

	<u>Recommended Action</u>
1. Regular Meeting Minutes of April 24, 2015	Approve by Motion
2. MokeWISE Program Completion	Approve by Motion
3. Update on DWR Implementation Grants - Funded and Proposed	Information/Discussion
4. Fiscal Year 2016 UMRWA Budget	Approve by Motion
5. Consultant Services Agreement – UMRWA Contract Associate	Approve by Motion
6. Status update on AB 142 – Mokelumne Wild & Scenic	Discussion/Possible Action
7. Executive Officer Grant Funded Work Quarterly Report	Information/Discussion
8. Third Quarter Treasurer's Report (through June 30, 2015)	Accept for Filing

BOARD MEMBER COMMENTS:

9. Board Member Comments

EXECUTIVE OFFICER REPORT:

10. Executive Officer's Oral Report

ADJOURNMENT:

- Next Regular Board Meeting: October 2, 2015 at 10:00 a.m. (Pardee Lodge, Pardee Center)
- Next Board Advisory Committee Conference Call Meeting: Cancel scheduled Sept. 9 meeting

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



Upper Mokelumne River Watershed Authority

Agenda No: **1**

Meeting Date: July 24, 2015

Title:

Regular Meeting Minutes of April 24, 2015

Recommended Action:

Approve the regular meeting minutes of April 24, 2015.

Summary:

The summary minutes of the April 24, 2015 regular Governing Board meeting are attached for Board review and approval.

Friday, April 24, 2015 – 1:30 p.m.
Governing Board
Upper Mokelumne River Watershed Authority
McLean Hall – Pardee Center – Valley Springs, CA

Summary Minutes

ROLL CALL

Chair John Coleman, Vice-Chair Terry Woodrow, Directors Richard Farrington, Donna Leatherman, Chris Wright, Terry Strange, John Plasse, and Hank Willy were present. Also present were Executive Officer (EO) Rob Alcott, Authority Counsel Gregory Gillott, Authority Secretary Lisa Stuart, and 11 visitors.

PUBLIC COMMENT

Katherine Evatt spoke about using EBMUD's conservation efforts and lessons with other more local agencies. Brian Oneto would like to see numbers relating water that is going direct to ocean compared to 10 or 15 years ago.

AUTHORITY BUSINESS

1. Meeting Minutes of January 23, 2015

Motion 05-15 to approve the minutes of the regular January 23, 2015 Governing Board meeting was made by Director Willy, seconded by Director Woodrow, and carried by voice vote: Yea 6 – Nay 0 – Abstain - 1 (Director Plasse).

2. Update on DWR Implementation Grant Funded Projects

The EO provided brief updates on three UMRWA projects which are receiving Proposition 84 Implementation Grant funding administered by the Department of Water Resources (DWR). The three projects are the 2014 Drought Grant, the Round 2 Implementation Grant and the Round 1 Implementation Grant.

3. Amendment to DWR Grant Agreement - MokeWISE

The UMRWA Board approved Prop 84 Planning Grant agreement 460010069 with the Department of Water Resources on April 26, 2013. The agreement provides funding to complete the MokeWISE inter-regional program plan. This agreement will terminate on June 15, 2015 unless the proposed amendment is approved. The MokeWISE plan is expected to be approved by the Mokelumne Collaborative Group on June 12 and subsequently presented to stakeholder organizations for approval in June and July (it will be presented to the UMRWA Board on July 24). The proposed amendment will provide the additional time necessary to allow completion of all the related grant invoices, Progress Reports and Grant Completion Report.

Motion 06-15 to Approve Amendment 1 to the Prop 84 Planning Grant Agreement for the MokeWISE Program to extend the agreement termination date to October 15, 2015 and authorize the Executive Officer to sign the amendment upon Authority Counsel's concurrence was made by Director Farrington, seconded by Director Wright, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

4. Amendment to Agreement with EcoTech Services Inc.

The agreement with EcoTech Services approved by the Board on January 23 needs to be amended to include a Scope of Work that will implement a voucher-based fixture replacement program (in place of a rebate-based program), and the associated project budget. The VHR Program will target replacement of inefficient water fixtures with high efficiency toilets and showerheads in qualified homes in the Lake Camanche Village and Camanche North Shore communities (located in Amador County) and the Camanche South Shore community (in Calaveras County). All funding for this program is being provided to UMRWA pursuant to the Round 2 Implementation Grant awarded by the California DWR. The VHR Program is a separate element of the Camanche Area Regional Water Supply Project (CARWSP) that is being implemented by EBMUD.

There were questions and discussion regarding why installation wasn't included and how it could be, maybe by using funds from a different program; especially now that there are more drought orders and with higher water-savings standards.

Motion 07-15 to approve the amendment to the agreement with EcoTech Services, Inc. and authorize the Executive Officer to sign upon Authority Counsel's concurrence was made by Director Farrington, seconded by Director Strange, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

5. Application for Prop 84 Round 3 Implementation Grant

The Department of Water Resources (DWR) has initiated the process for awarding the remaining \$231 million of the original \$900 million in Integrated Regional Water Management (IRWM) funding provided by Proposition 84. These funds are allocated by legislative directive to 11 different IRWM funding areas. The Mokelumne-Amador-Calaveras (MAC) Region lies within the San Joaquin funding area that has \$6,674,438 remaining and available for award in Round 3. There are up to 10 other regions in addition to the MAC Region eligible for funding in the San Joaquin funding area. As with all prior Prop 84 funding opportunities, Round 3 is expected to be a very competitive process.

EO described the four (4) projects proposed under this grant application including the MAC Region Water Conservation Program – Phase 1 (AWA), Lake Camanche Water Service Replacement – Phase 3 (AWA), Sheep Ranch Drinking Water Compliance (CCWD), and Hemlock Landscape Restoration – Phase 1 (Stanislaus National Forest) and answered questions specific to the projects and the reasons these projects were chosen.

There was discussion and general consensus of the members that there be an element of the funding earmarked for staffing in order to have a staff person to work with a counterpart in Tuolumne and/or water agencies to the south to collaborate on projects.

Motion 08-15 to approve Resolution 2015 -1 authorizing the Executive Officer to develop and submit a Round 3 Implementation Grant application; approve a consulting services agreement with RMC Water and Environment to prepare the Round 3 Implementation Grant application in an amount not to exceed \$49,907; and approve an Executive Officer Task Order to oversee and contribute to preparing application materials in an amount not to exceed \$5,000 was made by Director Wright, seconded by Director Farrington, and carried by voice vote: Yea 7 – Nay – 0 Abstain – 0.

6. MokeWISE Program Status Report

The Board receives status reports on progress being made on the MokeWISE program at each regular Board meeting. This is the eighth status report to be presented to the Board during the project's two-year duration. EO updated the directors on current MokeWISE discussions and projects (21 total), mostly studies. Another study suggested was the use of recycled water in a more concentrated, local footprint; possible discussion for October or January meeting may be the Diablo Country Club water treatment/re-use project. Groups decided an MOU would be the preferred arrangement (as opposed to a JPA or other) with UMRWA being lead agency for UMRWA projects and GBA the lead on looking for funding sources for GBA based projects.

7. Amador Water Agency's Request for AB 142 Support

Attached is a memorandum from Amador Water Agency (AWA) General Manager Gene Mancebo requesting that the UMRWA Board consider committing to provide up to \$100,000 towards the costs of a study required by AB 142. The study would analyze how Wild and Scenic designation could potentially impact local water agencies ability to meet water supply needs and to address climate change considerations. This commitment may or may not result in UMRWA actually providing funds for the study, depending on whether the funding is needed to entice the Legislature to pass the legislation passes. If the bill fails to become law the Authority's commitment would be irrelevant.

A copy of AB142 by Assembly Member Bigelow, amended April 6, 2015, is included in the *Supplemental April 24, 2015 Agenda Materials Packet* (which accompanied this agenda transmittal).

Discussion included where the funds would come from (which budget cycle) – UMRWA's budget ends September 30, so this would fall in next budget cycle. Deadline for the state to review/have this information is May 29th.

Motion 09-15 to approve a conditional commitment of up to \$100,000 to support the study required by AB142 based on individual agency approval with the goal of having the state fund the entire amount was made by Director Farrington, seconded by Director Coleman, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

8. Future UMRWA Program & Organization Scenarios

This August will mark UMRWA's 15th year of existence. Over those years the Authority has periodically adjusted its organizational approach and its budget formula to accommodate changed circumstances and new opportunities. With several new program opportunities potentially before it, and in consideration of the Executive Officer's transition into a reduced role in support of UMRWA activities, it may be time to again consider several organizational changes to best position UMRWA for the future.

Discussion:

Transition of Executive Officer to a reduced role – As a consequence of UMRWA's relative success in securing grant funding to support local MAC Region implementation projects (\$10,228,091), planning grants (\$250,909) and the only inter-regional planning effort funded by DWR (MokeWISE at \$878,605) the EO's work load has tripled over the past 4 years. Looking ahead, the additional prospects of UMRWA serving as the MAC Region's lead agency for administering the MokeWISE Implementation Plan, coupled with the potential that UMRWA could be an attractive local agency partner with the Bureau of

Land Management (BLM) for Mokelumne-area forestry and related watershed federally funded initiatives, additional demands could be placed on the EO position. Details of UMRWA's proposed role for MokeWISE Implementation as well as the opportunity that may be presented by the BLM are discussed below.

Cooperative Stewardship Partnership with the Bureau of Land Management - The BLM has inquired to see if UMRWA would be interested in entering into a 'cooperative stewardship agreement' for the purposes of bringing in federal funds in support of BLM and USFS land management initiatives in the Upper Mokelumne and perhaps adjacent watersheds. As explained thus far, the cooperative agreement would facilitate the federal funding of forestry and related watershed projects advanced through the Amador Calaveras Consensus Group (ACCG). While many of the details of such a relationship are presently being investigated (the EO meets with Bill Haigh, Folsom Field Office Manager on April 23), the opportunity for UMRWA to serve in a pivotal capacity to bring federal funding to bear on Upper Mokelumne watershed resource issues warrants review and consideration by UMRWA.

Lead agency for MokeWISE Implementation Plan for MAC Region projects – UMRWA will be asked to serve as the lead agency to implement the MokeWISE Implementation Plan. This will entail identifying grant opportunities, formulating grant applications, and administering the grant agreements with DWR and Project Sponsors of projects, which receive funding.

The EO was directed to Work with AWA, CCWD and EBMUD Managers to evaluate MokeWISE and Federal partner program opportunities, develop a course of action regarding these two program opportunities in conjunction with an EO reduced hours transition plan and arrange a Board workshop for 10:00 on July 24 before the regular UMRWA meeting where the Board can view presentations by Bill Hague of BLM, and U.S.F.S. representatives Theresa McClung and Rick Hopson.

9. Proposed draft FY 2016 UMRWA Budget

The EO discussed the budget process and presented the proposed draft FY 2016 UMRWA Budget as provided in the agenda packet and asked the board to endorse it and authorize the EO to transmit the draft budget to Member Agencies for review and comment.

Motion 10-15 to endorse the draft FY 2016 UMRWA Budget (amended to include funds for AB 142 study approved item 7) and authorize the EO to transmit it to Member Agencies for review and comment was made by Director Wright, seconded by Director Strange, and carried by voice vote: Yea 7 – Nay – 0 Abstain – 0.

10. Updated UMRWA website (umrwa.org)

The EO showed members the new UMRWA website and navigated through the various tabs to familiarize the board members with where to find agenda, minutes, JPA, MAC plan and other UMRWA related documents and information.

11. Executive Officer Grant Funded Work Quarterly Report

The Executive Officer's work agreement with UMRWA segregates work into two categories: tasks related to UMRWA business and funded by Member Agency contributions, and grant-related work paid by grant funds. The EO presented the quarterly report which

covers invoices for work performed related to UMRWA grant funded projects; This quarterly report covers invoices submitted for two grant-funded projects

12. Second Quarter Treasurer's Report (through March 31, 2015)

EO went over treasurer's report with the Board.

Motion 11-15 to approve the Treasurer's Report for filing was made by Director Woodrow, seconded by Director Wright, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

Board Member Comments – None

Executive Officer Comments - None

ADJOURNMENT: Chair Coleman adjourned the meeting at 3:47 p.m. The next meeting will be July 24, 2015 at 10:00 a.m. at Pardee Center.

SUBMITTED BY:

Lisa Stuart, Authority Secretary

John Coleman, Chair of the Board

APPROVED: July 24, 2015



Upper Mokelumne River Watershed Authority

Agenda No: **2**

Meeting Date: July 24, 2015

Title: MokeWISE Program Completion

Recommended Actions:

- 1) Adopt Resolution No. 2015 – 2 approving the MokeWISE Program and expressing support for MokeWISE projects and policies.
- 2) Adopt Resolution No. 2015 – 3 adopting the updated MAC Plan Project List as an addendum, and approving the MokeWISE IRWM Integration Memorandum as an appendix, to the MAC Plan.
- 3) Authorize staff to prepare a MOU with the San Joaquin Groundwater Banking Authority (GBA) that describes mutually acceptable MokeWISE implementation tasks.

Summary:

In April 2013 UMRWA entered into a Prop 84 Planning Grant agreement with DWR to develop the Mokelumne Watershed Interregional Sustainability Evaluation (MokeWISE) program. Enabled with \$878,605 in grant funding UMRWA served as lead agency for the project as provided by an MOU with the project co-sponsor, the Eastern San Joaquin County Groundwater Basin Authority (GBA). With the Mokelumne Collaborative Group's (MCG) consensus support for the MokeWISE projects and policies, and its approval of the MokeWISE final report on June 12, this project is nearly complete.

Presented here for the Board's consideration are two related Integrated Regional Water Management (IRWM) actions. First is the adoption of the MokeWISE Program (including the Board's expressed support for the MokeWISE projects and policies). The second is the Board's approval of the updated MAC Plan Project List as an addendum, and approval of the MokeWISE IRWM Integration Memorandum as an appendix, to the MAC Plan.

Discussion:

This agenda report represents the eighth and final status report on the nearly completed MokeWISE Program. MokeWISE was initiated in June 2013 as a largely grant-funded partnership between the UMRWA and the San Joaquin County Eastern. The MokeWISE process has yielded a broadly supported water resources program that includes a diverse portfolio of projects and policies aimed at improved watershed management in the Mokelumne River Watershed. Nearly all UMRWA Member Agencies worked in concert with other upper and lower Mokelumne watershed stakeholders as active participants of MokeWISE's Mokelumne Collaborative Group (MCG), the 25-organization body (membership shown in Table 1 below) established almost 2 years ago to guide the development of the MokeWISE program. In addition to 22 facilitated MCG meetings and many MCG sub-committee meetings, a total of five evening public meetings were held, two in upcountry locations and three in San Joaquin County.

The purpose of the MokeWISE Program was to generate a portfolio of water resource projects that address upper and lower Mokelumne River watershed issues and could be

broadly supported by a diverse set of interested stakeholders. This portfolio of broadly supported projects would then serve as the basis for future grant funding opportunities such as the 2014 voter approved Proposition 1. Funding to implement the MokeWISE program is anticipated from a number of sources, with the expectation that the broadly supported MokeWISE program will be an attractive funding target for future state and perhaps federal investment.

Table 1 - MCG Participating Organizations

Amador Water Agency	My Valley Springs
Amador County	N. San Joaquin Water Cons. District
Calaveras County	Pacific Gas & Electric
Calaveras County Water District	Restore the Delta
Calaveras Planning Coalition	San Joaquin County
Calaveras Public Utility District	San Joaquin Farm Bureau
California Sportfishing Protection Alliance	San Joaquin County Resource Conservation District
City of Lodi, Public Works	San Joaquin County, Public Works
City of Stockton, Municipal Utilities	Sierra Club, SF Bay Chapter
Delta Flyfishers	Stockton East Water District
East Bay Municipal Utilities District	Woodbridge Irrigation District
Foothill Conservancy	Upper Mokelumne River Watershed Authority
Jackson Valley Irrigation District	

MokeWISE Project and Policy Development Process

Starting with a wide array of project concepts submitted by MCG members for review and consideration, screening was performed to identify if projects were infeasible due to fatal flaws, limited benefits, significant opposition, or the potential for unintended consequences. Some project proponents withdrew project proposals from further consideration when screening indicated that broad support would be difficult to achieve. In other cases project proposals were modified to remove objectionable elements. Those project concepts that were advanced underwent additional screening, with cost estimates developed and more detailed project descriptions drafted. Issues such as water availability, environmental considerations, and future stakeholder outreach considerations were vetted for each project. Ultimately the MCG worked effectively to tailor the projects that were advanced to the final selection stage so each addressed the basic interests of the participating water agency, city and county, environmental organization, and farming representatives.

Twenty-one projects and four policies were finally selected for future implementation. These are presented in Attachment 1.

Integration of MokeWISE into the MAC Plan:

In fulfilling its Prop 84 Planning Grant requirements UMRWA must incorporate applicable elements of the MokeWISE program into the MAC Plan. The intent is not to supersede existing MAC Plan provisions but rather to coalesce the interregional MokeWISE elements into the MAC Region's integrated regional water management plan. The proposed means for incorporating the applicable MokeWISE program content into the MAC Plan is by appending the IRWM Integration Memorandum to the MAC Plan.

As part of its MokeWISE scope of work RMC prepared an IRWM Integration Memorandum that describes the content from the MokeWISE program that may appropriately be integrated into both the MAC Plan and the GBA's regional plan. Appending this memorandum to the MAC and ESJ IRWM Plans is intended to functionally integrate the MokeWISE program into each of these regional plans. Listed below are the MAC Plan sections into which MokeWISE program information is to be integrated, along with a brief explanation of what that information entails.

- Stakeholder Involvement – the stakeholder involvement efforts implemented as part of the MokeWISE program and are summarized, including the outcomes from the Public and DAC Outreach Implementation effort.
- Coordination – the processes used to coordinate water management of participating local agencies and local stakeholders to avoid conflicts and take advantage of efficiencies, as well as the process of cooperating between adjacent IRWM planning efforts is discussed, along with opportunities for State agency assistance in implementation of the broadly supported projects.
- Governance – the institutional arrangements for implementing MokeWISE, as identified in the implementation section of this document, are described to supplement the Governance sections of the existing plans.
- Region Description – water supply, water quality, and environmental resources information developed through MokeWISE is summarized to augment the information included in each IRWM Plan.
- Objectives – the Program Objectives developed for the MokeWISE program are summarized to augment the MAC and ESJ Region IRWM Objectives.
- Resource Management Strategies (RMS) – the RMS reflected in the implementation projects are summarized to supplement discussions contained within each existing IRWM Plan.
- Project Review Process – project concept descriptions and scopes of work are provided to allow projects to be prioritized by the MAC and ESJ Region IRWM project review processes.
- Integration – stakeholder integration achieved through MokeWISE is described to supplement integration activities occurring at the regional level through the MAC and ESJ IRWM planning processes.
- Impact and Benefit – impacts and benefits of the implementation projects are provided to supplement the MAC and ESJ IRWM Plan impacts and benefits discussions.
- Plan Performance and Monitoring – a proposed approach for monitoring effectiveness of each project, including performance measures and desired outcomes, is identified to supplement the Plan-level performance and monitoring discussions.
- Data Management – approaches for managing data developed through the MokeWISE program, as well as data generated by implementation and tracking of the implementation projects, is summarized.
- Finance – the approach to funding / financing the implementation projects, as identified in the Implementation Plan, is summarized for inclusion in the respective IRWM Plans.

- Technical Analysis – the technical feasibility analysis of the implementation projects is be summarized.
- Relation to Local Water Planning – the consistency of implementation projects with local water planning is summarized to augment discussions in the MAC and ESJ IRWM Plans.
- Relation to Local Land Use Planning – the consistency of implementation projects with local land use planning is summarized to augment discussions in the MAC and ESJ IRWM Plans.
- Climate Change – potential climate change adaptation and/ or mitigation benefits associated with the MokeWISE program, including estimated greenhouse gas (GHG) emission impacts, are summarized.

MokeWISE Implementation Plan

The institutional arrangement considered necessary and appropriate to implement the list of MCG supported projects is described in the MokeWISE Implementation Plan. The plan identifies the following three attributes of a workable institutional arrangement as essential to project implementation:

- Legal ability to apply for and accept state and other grant funding
- Authority and administrative capacity to; enter into contracts, account for receipt and expenditure of funds, and implement water resource projects
- Commitment to ensure continued opportunities for meaningful input from stakeholders and the public

The MCG determined that the most suitable institutional approach would involve two main tiers of responsibility. One tier would be responsible for pursuing funding for and facilitating the implementation of projects and programs (Implementation Tier), and the other tier would be responsible for providing input and serving in an advisory capacity to the implementation tier (Stakeholder and Public Involvement Tier).

The *Implementation Tier* of the institutional arrangement would be achieved through an MOU between the GBA and UMRWA. The MOU would specify that the GBA and UMRWA would act as the lead agencies for soliciting, securing, and administering funding for projects being implemented in each of their regions, respectively. The MOU would characterize the roles and responsibilities of all the MOU signatories and would specify that project sponsors would be ultimately responsible for implementing their respective projects. Project sponsors and other governmental and non-governmental stakeholders would also be able to sign on to the MOU but would not be required to do so.

If funding were secured by UMRWA or the GBA for a project, a separate contractual agreement would be developed between UMRWA or GBA and the project sponsor, as appropriate, to clearly articulate the funding agreement terms, conditions, and requirements. It should be noted that being included in the MokeWISE implementation plan does not preclude a project sponsor from independently pursuing a project.

The *Stakeholder and Public Involvement Tier* of the proposed institutional arrangement would engage at two levels of MokeWISE implementation. At the region level, existing committees (the Regional Participants Committee in the MAC Region and the GBA Coordinating Committee in the ESJ Region) would advise the Implementation Tier on what projects to pursue funding for, changing needs for program implementation, etc. within each region.

At the inter-regional level, a MCG legacy stakeholder group will be co-hosted annually by the GBA and UMRWA. This MCG legacy stakeholder group would presumably include current MCG members and potentially other members not currently involved in the process, including individual members of the public. The legacy stakeholder group would adopt or adapt the MCG's protocols for decision-making and organization, and would meet at least annually to review MokeWISE implementation. Recommendations made by the legacy stakeholder group would be brought back to and considered by both the existing committees within each region and the Implementation Tier. As determined appropriate by the MCG legacy stakeholder group, public workshops may be held to provide status updates and solicit input from the public on the projects being implemented, similar to those being held under the current structure used by the MCG.

The first step in implementing this institutional arrangement involves drafting an MOU outlining the implementation roles and responsibilities of UMRWA and the GBA. The key implementation activities to be addressed by this MOU are summarized below.

- UMRWA to serve as lead for implementation of upper watershed projects and GBA for implementation of lower watershed projects
- Solicit input from stakeholders and public related to grant funding initiatives for upper and lower watershed implementation projects, respectively
- Pursue and administer grant funding received by UMRWA for upper watershed implementation projects, and by the GBA for lower watershed projects
- Contract with applicable project sponsors to provide funding by UMRWA for implementation of upper watershed implementation projects, and by the GBA for lower watershed projects
- Report to DWR on project implementation status for upper watershed projects by UMRWA, and GBA for lower watershed projects, on behalf of the project sponsors
- UMRWA and GBA work together to convene annual MCG legacy stakeholder group meetings

Updated MAC Plan Project List:

To be eligible to receive grant funding under a variety of state administered grant programs a project must be included in the region's IRWM plan. In a recently completed (April 2015) process the Regional Participants Committee (RPC), which is the stakeholder group that guides the MAC Plan planning process, a revised list of MAC Plan projects was developed and approved. This refreshed Project List provides UMRWA with an updated pool of candidate projects for potential inclusion in future grant applications. The updated Project List includes 45 projects (replacing the 37 projects contained in the January 2013 MAC Plan).

The Board reviewed the 'MAC Plan Project List Update 2015' at its April 24 meeting and approved four projects from that list to be included in UMRWA's Round 3 Prop 84 grant proposal (presently being developed). The list is presented in conjunction with this agenda item (Attachment 2) to facilitate the Board's formal approval of the new Project List as an addendum to the MAC Plan.

Resolutions:

Resolution 2015 – 2 is presented for the Board's consideration (Attachment 3). By approving this resolution the Board will adopt the MokeWISE Program and express support for the projects included in the MokeWISE Implementation Plan (the GBA is

considering a similar action). Adoption of the resolution confirms UMRWA's support for the projects contained in the MokeWISE Program and for the follow-up activities as presented in the MokeWISE Implementation Plan.

In addition, the Board should also approve Resolution 2015 – 3 (Attachment 4). By approving this second resolution the Board will adopt the updated MAC Plan Project List as an addendum, and the MokeWISE IRWM Integration Memorandum as an appendix, to the MAC Plan.

Next Steps:

1. UMRWA staff will initiate discussions with the GBA to develop the MOU as recommended in the MokeWISE Implementation Plan.
2. MCG member organizations are encouraged to adopt resolutions that express their support for the MokeWISE projects and submit copies of those resolutions to RMC (for incorporation into the final report documents) by September 1.

MokeWISE Implementation Projects and Policies

MokeWISE Implementation Projects	
Project #	Project Name
1a	Re-Introduction of Fall-Run Chinook Salmon Upstream of Pardee Reservoir
1b	High Country Meadow Restoration Program
1c	Mokelumne River Day Use Area Floodplain Habitat Restoration Project
1d	Fish Screens for Riparian Diversions in the Lower Mokelumne
1f	Riparian Restoration Program – Below Camanche
1g	Mokelumne Water Quality, Soil Erosion, & Sedimentation Inventory/Monitoring
2a	Municipal Recycled Wastewater Recharge Program
2b	Constellation Winery Wastewater Reuse
2c	Amador County Regional Reuse
4a	Groundwater Banking within the Eastern San Joaquin Groundwater Basin
4b	Amador and Calaveras Counties Hydrologic Assessment
4d	NSJWCD Infrastructure Improvements
5a	Regional Urban Water Conservation Program
5b	Regional Agriculture Conservation Program ³
7a	PG&E Storage Recovery
7b	Lower Bear Reservoir Feasibility Update and Preliminary Engineering
7d	Re-operation of Existing Storage
7f	Blue and Twin Lakes Dams Reliability and Replacement Assessment
8b	Rehab of Transmission Main
8c	Barney Way Septic System Conversion
8d	Lake Camanche Village Recycled Water Project
MokeWISE Policies	
Policy #	Policy Name
9a	Land Use Coordination
9b	Sustainable Forest - Watershed Management Project
9c	Watershed Coordinator
9f	MokeWISE Projects Public Involvement Initiative

ATTACHMENT 2

MAC Plan Project List Update

No.	Sponsor Agency	Project Name	Project Type	Estimated Cost
1	AWA	Amador County Long Term Water Needs Study	Planning	\$250,000
2	AWA	Amador Water Agency Low Pressure Fire Flow Improvements	Planning and Implementation	\$675,000
3	AWA	Camanche Area Regional Water Supply Project Phase II (CARWSP II)	Planning and Implementation	\$6,963,046
4	AWA	CAWP & AWS Intertie	Planning	\$2,750,000
5	AWA	CAWP Fire Protection Project	Planning	\$150,000
6	AWA	CAWP Gravity Distribution Line	Planning	\$50,000
7	AWA	CAWP Tanks Replacement and Consolidation Project	Planning and Implementation	\$2,600,000
8	AWA	Community Leachfield Groundwater Nitrate Study	Planning	\$100,000
9	AWA	Floating Covers Replacement Project	Planning and Implementation	\$100,000
10	AWA	Groundwater Banking Project (Conjunctive Use)	Planning	\$200,000
11	AWA	Highway 88 Corridor Wastewater Transmission Pipeline (study)	Planning	\$50,000
12	AWA	Ione Hydroelectric Project	Implementation	\$1,649,000
13	AWA	Ione Treated Water Loop	Planning	\$50,000
14	AWA	Lake Camanche Transmission Main Project	Implementation	\$900,000
15	AWA	Lake Camanche Village Wastewater Reuse Project	Planning	\$14,450,000
16	AWA	Lake Camanche Water Service Replacement – Phase III	Implementation	\$594,000
17	AWA	Lower Amador Canal Project	Planning	\$200,000
18	AWA	Lower Bear River Reservoir Expansion Project	Planning	\$5,200,000
19	AWA	Martell Wastewater Lift Station Reduction Project	Planning	\$550,000
20	AWA	Mokelumne Water Quality, Soil Erosion, and Sedimentation Restoration Project	Planning	\$150,000
21	AWA	Mount Crossman Tank Project	Planning	\$2,000,000
22	AWA	New York Ranch Reservoir Conservation and Management	Planning	\$35,000
23	AWA	Regional Wastewater Reuse Project	Planning and Implementation	\$20,000,000
24	AWA	Shenandoah Valley Water Supply Analysis	Planning	\$75,000
25	AWA	Small Diameter Pipe Treated Water Conversion	Planning and Implementation	\$3,250,000
26	AWA	Surface Storage Feasibility Study	Planning	\$200,000
27	AWA	Tanner Backwash Water Recycling / Reuse Project	Planning and Implementation	TBD
28	AWA	Tanner Regional Water Treatment Plant	Planning and Implementation	\$24,116,537

29	AWA	Wastewater Collection System Improvement Study	Planning	\$200,000
30	AWA	Water System Replacement Master Plan	Planning	\$300,000
31	CCWD	Sheep Ranch Drinking Water Compliance Project	Implementation	\$300,000
32	CCWD	West Point Water Treatment Plant Drinking Water Compliance Project	Implementation	\$825,000
33	CPUD	CPUD Water Distribution System Improvements	Planning and Implementation	\$1,030,000
34	CPUD	Jeff Davis Treatment Plant Improvements	Implementation	\$80,000
35	CPUD	Middle Fork Ditch Pipeline and Hydroelectric Power Project	Planning and Implementation	\$11,135,000
36	FC	Citizen Water Quality Monitoring	Implementation	\$25,000
37	FC	High Country Meadow Restoration	Planning	\$40,000
38	FC	Restoring the Upper Mokelumne's Anadromous Fish	Planning and Implementation	\$1,100,000
39	Stanislaus NF	Hemlock Landscape Restoration	Implementation	\$2,000,000
40	Stanislaus NF	Mattley Meadow Restoration	Planning and Implementation	\$200,000
41	Stanislaus NF	Moore Creek Restoration	Planning	\$36,000
42	City of Plymouth	Plymouth Arroyo Ditch Pipeline Project	Implementation	\$15,000,000
43	City of Plymouth	Plymouth Wastewater Irrigation Project	Implementation	\$2,500,000
44	AWA	MAC Conservation Program	Implementation	\$1,028,590
45	AWA	Amador County Fairgrounds Water Line Replacement ¹	Implementation	\$580,000

¹ The Amador County Fairgrounds Water Line Replacement project requires additional RPC vetting.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
RESOLUTION 2015 – 2
ADOPTION OF and SUPPORT FOR THE
MOKELUMNE WATERSHED INTERREGIONAL SUSTAINABILITY EVALUATION
PROGRAM
JULY 24, 2015

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) and the Eastern San Joaquin County Groundwater Basin Authority (GBA) have joined together to pursue completion of the Mokelumne Watershed Interregional Sustainability Evaluation (MokeWISE) Program, a Mokelumne River watershed focused interregional water resources planning program; and

WHEREAS, the California Department of Water Resources has provided \$878,605 in Proposition 84 grant funding in support for developing the \$1,258,770 MokeWISE Program; and

WHEREAS, stakeholder entities representing a diverse set of Upper and Lower Mokelumne River watershed interests formed into the Mokelumne Collaborative Group (MCG) to guide the development of a broadly supported MokeWISE Program which includes projects, policies and other initiatives to enhance groundwater management, water supply reliability and Mokelumne River natural resources; and

WHEREAS, support of the MokeWISE Program is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306 because the MokeWISE Program involves planning and assessment activities for possible future actions that project sponsors and others have not yet approved and therefore would not result in the disturbance of any environmental resource; and

NOW THEREFORE, BE IT RESOLVED that the UMRWA Board of Directors hereby adopts and expresses its support for the Mokelumne Watershed Interregional Sustainability Evaluation Program, based on the following understandings:

- The projects identified in the MokeWISE Implementation Plan are those that are broadly supported by the MCG member agencies and adoption of this resolution expresses support for those projects.
- Implementation Plan Projects will, when and as applicable, be subject to compliance with the California Environmental Quality Act, the National Environmental Policy Act, federal Endangered Species Act, California Endangered Species Act, and other applicable regulatory and permitting requirements.
- Funding to implement MokeWISE Implementation Plan Projects will be sought from available funding programs as described in the Implementation Plan.

ADOPTED this 24th day of July 2015

Board Chairperson

ATTEST:

Authority Secretary

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

RESOLUTION 2015 - 3

**ADOPTING THE UPDATED MAC PLAN PROJECT LIST AS AN ADDENDUM, and the
MOKEWISE INTERGRATION MEMORANDUM AS AN APPENDIX
TO THE MOKELUMNE-AMADOR-CALAVERAS
INTEGRATED REGIONAL WATER MANAGEMENT PLAN
JULY 24, 2015**

WHEREAS, the State electorate approved Proposition 84 on November 7, 2006 providing \$1 billion for the Integrated Regional Water Management (IRWM) Program with \$57 million of that amount allocated to the San Joaquin River Funding Area; and

WHEREAS, the benefits of integrated regional planning for water resources management are intended to include increased efficiency and effectiveness, enhanced collaboration between stakeholders, and improved responsiveness to regional priorities; and

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

WHEREAS, the Mokelumne-Amador-Calaveras IRWM Region (MAC Region) is an established region as determined by California Department of Water Resources (DWR) in 2009 under DWR's Regional Acceptance Process; and

WHEREAS, the original MAC Plan was developed and adopted in 2006 under then-existing Department of Water Resources rules and guidelines; and

WHEREAS, an updated MAC Plan, developed under the guidance of the Regional Participants Committee to conform with revised DWR rules and guidelines, was adopted by the UMRWA Board of Directors on January 25, 2013; and

WHEREAS, an updated list of MAC Plan projects (i.e. Project List) was developed by the RPC between January and April 2015 as an addendum to the updated MAC Plan; and

WHEREAS, applicable elements of the interregional MokeWISE Program, funded largely by a Prop 84 Planning Grant, are to be made part of the MAC Plan by appending the IRWM Integration Memorandum to the MAC Plan.

WHEREAS, adopting the updated Project List as an addendum, and the MokeWISE Program as an appendix to the MAC Plan are exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306 because these are planning efforts which involve planning studies for possible actions that participating

agencies have not yet approved and consist of basic data collection and analysis that would not result in the disturbance of any environmental resource; and

NOW THEREFORE, BE IT RESOLVED that the UMRWA Board of Directors does hereby adopt the updated Project List as an addendum, and the MokeWISE Program as an appendix, to the Mokelumne-Amador-Calaveras IRWM Plan.

ADOPTED this 24th day of July 2015

Board Chairperson

ATTEST:

Authority Secretary



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: July 24, 2015

Title:

Update on DWR Implementation Grants – Funded and Proposed

Recommended Action:

For information and discussion

Summary:

This agenda item presents a summary of the 2015 Round 3 UMRWA Implementation Grant proposal and brief updates on three previous UMRWA Proposition 84 Implementation Grants awarded by the Department of Water Resources (DWR). The three previously awarded grants are the 2014 Drought Grant (April 2015), the Round 2 Implementation Grant (September 2014) and the Round 1 Implementation Grant (April 2012).

2015 Round 3 Implementation Grant Proposal:

In Round 3 DWR is expected to award all of the remaining \$231 million of the original \$900 million in Integrated Regional Water Management (IRWM) funding provided by Proposition 84. Of the \$231M balance, the San Joaquin funding area (which includes our Mokelumne-Amador-Calaveras (MAC) Region) has \$6.6M remaining and available for award. There are up to 10 other regions in addition to the MAC Region eligible for funding in the San Joaquin funding area.

The Board on April 24 authorized preparation and submittal of an UMRWA Round 3 grant application. At that time four of the projects contained in the Regional Participants Committee (RPC) updated list of 45 implementation projects were slated to be included in the Round 3 proposal with a total requested grant amount of about \$1.8M. Due to the US Forest Service's withdrawal of its Hemlock Landscape Restoration project the final UMRWA proposal will include the following three projects.

Sponsor	Project	Key Project Elements	Amount
AWA*	MAC Region Water Conservation Program	- Regional Conservation Coordinator - Designated DAC program	\$700,000
AWA	Lk. Camanche Water Service Replacement #3	- Third and final project phase	\$600,000
CCWD	Sheep Ranch Drinking Water Compliance	- DAC drinking water quality - Human Right to Water policy	\$600,000
Total			\$1,900,000

2014 Drought Grant:

The Drought Grant agreement with DWR was approved by the UMRWA Board on January 23, 2015 and executed by DWR on April 23rd. The associated Project Sponsors agreement between AWA and UMRWA has also been finalized. The two Amador Water Agency projects to receive funding under this agreement, Ione Water Treatment Plant Backwash and Amador Raw Water Pipeline, are in the initial stages of project development. There are no known or anticipated issues with these projects.

Table 1 – 2014 Drought Grant Projects Status

AWA Projects	Grant Funding	Project Status
Amador Raw Water Pipeline	\$5,126,560	Engineering and contracts underway.
Ione WTP Backwash	\$628,944	Engineering and contracts underway.
Total	\$5,755,504	

Round 2 Implementation Grant:

All projects receiving a share of UMRWA's \$2,174,587 Round 2 Proposition 84 Implementation Grant award are underway by Project Sponsors AWA, Calaveras County and EBMUD. The implementation status of the projects is summarized below.

Table 2 - Round 2 Prop 84 Implementation Projects Status

Project (Sponsor)	Grant Funding	Project Status
Lake Camanche Lateral Replacements (AWA)	\$592,001	Project planning and construction activities are underway.
Camanche Regional Water Supply Project – Phase 1 (EBMUD)	\$1,449,025	Initial stages – design, construction scheduling, labor compliance, etc.
Vintage Home Retrofit - part of CARWSP (UMRWA)	Included in CARWSP	Final EcoTech Services, Inc. Scope of Work approved by Board on April 24. Program officially kicked-off on May 10.
Ponderosa Way Restoration	\$133,561	Site preparation work initiated; construction expected to be completed Summer 2015.
Total	\$2,174,587	

Round 1 Implementation Grant:

The three projects which received pass-through Prop 84 funding under UMRWA's April 2012 Round 1 Implementation Grant agreement with DWR have been completed (by the December 31, 2014 deadline as required by the DWR grant agreement). Project

documentation is being finalized. General status of the three projects is shown in the table below.

Table 3: Round 1 Prop 84 Implementation Grant Projects Status

Project (Sponsor)	Grant Funding	Project Status
West Point Water Main and Tank Replacement Project (CCWD)	\$1,494,596	Project complete. CCWD retention invoice processed.
Lake Camanche Tank Rehabilitation & Lateral Replacement Project (AWA)	\$570,830	Project construction complete. Project Completion Report drafted, final invoicing processed. Retention invoice forthcoming.
Amador Water System Leak Detection and Repair (AWA)	\$232,573	Project construction complete. Project Completion Report drafted, final invoicing processed. Retention invoice forthcoming.
Total	\$2,298,000	



Upper Mokelumne River Watershed Authority

Agenda No: **4**

Meeting Date: July 24, 2015

Title:

Fiscal Year 2016 Budget

Recommended Action:

Approve the FY 2016 UMRWA budget and authorize the EO to transmit invoices to Member Agencies requesting payment of FY 2016 assessments by no later than October 31, 2015.

Summary:

The Board on April 24 authorized transmittal of the proposed FY 2016 budget to Member Agencies for review and comment. A memorandum presenting the proposed FY 2016 budget and Member Agency assessment amounts was sent to each member's chief executive with copies to the agency UMRWA Board director. Representatives of two Member Agencies, Richard Sykes of EBMUD and Donna Leatherman of CPUD, commented that neither agency had questions or objections to the budget and the proposed Member Agency assessments.

The recommended FY 2016 budget is presented in Table 1. Presented in Table 2 is the basis for the Member Agency funding allocations, including estimates of in-kind service credits. Calculated Member Agency funding allocations and assessments are shown in Table 3, along with the prior fiscal year allocations for reference purposes.

The budget is organized to distinguish between the Authority's two primary revenue sources, Member Agency funding and grant funding. Accordingly, the Authority's work activities planned for FY 2016 are similarly organized. Below are the proposed/planned work tasks for FY 2016.

For the Member-funded portion of the FY2016 budget the following activities are assumed:

- 1) Increase the Authority Board and Authority administration budget by \$18,000 to facilitate engaging a Contract Associate to perform work related to potential federal partnership agreements and other Authority work (\$60,000).
- 2) Maintain the annual funding support for the local school watershed education program (\$16,500).
- 3) Set aside grant application development funds to position UMRWA to apply for potential Prop 1 grant for MAC Region and/or MokeWISE (\$100,000).
- 4) Develop a data collection plan, process and report format to document MAC Plan performance measures, and create webpage link on umrwa.org (\$12,500).

For the grant funded portions of the budget, the funding associated with activities related to Prop 84 Planning and Implementation grants for FY 2016 will be determined in September, the final month of UMRWA's fiscal year. Awarded but uncollected grant funds, along with unspent FY 2015 grant dollars will be carried forward to FY 2016. Those amounts will be determined based on the end of fiscal year Treasurer's Report as of September 30, 2015. As is the case each fiscal year no Member Agency funding is budgeted to support grant-funded activities in FY 2016.

Table 1 – FY 2016 BUDGET

Programs	Categories	Member Funds	Grant Funds Prop 84	Total
Board and Authority Admin	Executive Officer Contract Associate	40,000 20,000		60,000
Watershed Management	School Watershed Program (STE)	16,500		16,500
Integrated Regional Planning & Grants	MAC and/or MokeWISE grant application(s)	100,000		100,000
	MAC Plan Data Plan	12,500		12,500
	MokeWISE Planning Grant administration		Carry forward - Tbd	
	Round 2 Implementation Grant pass thru to project sponsors		Carry forward - Tbd	
	Round 2 Implementation Grant administration		Carry forward - Tbd	
	Round 3 Implementation Grant pass thru to project sponsors		Carry forward - Tbd	
	Round 3 Implementation Grant administration		Carry forward - Tbd	
TOTAL BUDGET		\$189,000	Carry forward - Tbd	\$189,000

Tbd = To be determined; will be based on amount of grant \$ received vs. pending as of Oct. 1, 2015

Table 2 – FY 2016 MEMBER AGENCY FUNDING BASIS

Member Funds/assessments	As provided above in Proposed FY2016 Budget	\$189,000
Off budget <i>In-kind</i> contributions*	Authority Legal Counsel \$4,000 (Amador County) Accounting/audit and Authority Secretary \$20,778 (EBMUD)	\$24,778* In-kind
TOTAL		\$213,778

* = Dollar amounts are updated estimates based on FY2014 Member agency actual costs.

Table 3 – FY 2016 MEMBER FUNDING ALLOCATIONS & ASSESSMENTS

Formula % Share	Member Agency %	This Yr. Allocation (\$)	In-Kind Credits (\$)	Assessment Due (\$)	Prior Yr. Allocation (\$)
Amador Entities 20%	Amador County – 9.2%	19,668	(4,000)	15,668	16,851
	Amador Water Agency – 9.2%	19,668	0	19,668	16,851
	Jackson Valley ID – 1.6%	3,420	0	3,420	2,930
Calaveras Entities 20%	Calaveras County – 6.0%	12,827	0	12,827	10,990
	Calaveras County WD – 9.6%	20,523	0	20,523	17,584
	Calaveras PUD – 4.4%	9,406	0	9,406	8,060
EBMUD 60%	EBMUD – 60%	128,266	(20,778)	107,488	109,900
TOTAL		213,778	\$24,778	\$189,000	\$183,166



Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: July 24, 2015

Title:

Contract Associate Agreement – UMRWA Contract Associate

Recommended Actions:

Approve the consultant services agreement with Karen Quidachay for FY 2016 in an amount not to exceed \$20,000, and authorize the Executive Officer to sign upon concurrence by Authority Counsel.

Summary:

As presented and discussed at the April Board meeting there is a growing need to diversify the labor resources available to carry out the Authority's work. To that end the accompanying consultant services agreement with Karen Quidachay is presented for the Board's consideration.

Ms. Quidachay has over 20 years experience in water and land planning, environmental assessment and compliance, and integrated regional water management. Her clients include the US Forest Service, El Dorado Irrigation District, Georgetown Divide PUD, PG&E and the CABY Region.

The one-year term of the recommended agreement begins October 1 (to coincide with the beginning of the Authority's fiscal year). The compensation rate and direct cost reimbursement terms mirror those in the Executive Officer's contract; \$125 per hour for Member funded work, \$140 for grant funded work, with direct cost reimbursements generally limited to authorized mileage, parking and tolls, and extraordinary copying and postage charges. Total charges are not to exceed \$20,000. The primary tasks listed under the scope of services are:

- Investigate and assess the benefits and liabilities of alternative forms of potential partnerships with the US Forest Service and the Bureau of Land Management with regard to Upper Mokelumne River watershed forest management
- Assist in development of Authority grant applications
- Participate and/or assist in MAC Plan and MokeWISE related activities

Ms. Quidachay's office is located in Placerville.

- DRAFT -
CONSULTING AGREEMENT
for

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 1st day of October 2015, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity herein called "AUTHORITY" and KAREN QUIDACHAY, herein called "CONSULTANT".

WITNESSETH

Whereas, AUTHORITY requires specialized consulting services related to the conduct of the Authority's water resource planning and grant writing and administration tasks; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT for her knowledge and experience in planning for land and water project and program development, including integrated regional water management planning activities that involve local, regional, state and federal agencies. CONSULTANT represents that she has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

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

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total Member Funded work cost shall not exceed \$20,000, and Grant Funded work costs shall not exceed the amount authorized by the Authority's Executive Officer. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grants fund awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on October 1, 2015 as authorized and directed by the Authority's Executive Officer. The agreement shall terminate October 31, 2016 unless extended in writing as may be mutually agreed.
4. Billing and Payment.

(a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for authorized services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

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

(b) Grant Funded Work – CONSULTANT shall invoice AUTHORITY for authorized services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be based on grant invoice and reporting requirements of the Department of Water Resources or other applicable funding agency. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 10 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as she may render and recommendations she may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that she will not represent that she is an employee or servant of AUTHORITY.
8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.

9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

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

Scott Klein, UMRWA Treasurer
c/o EBMUD
P. O. Box 24055
Oakland, CA 94623

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

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of her motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained.
- CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'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) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This

Agreement may be modified only by a written amendment signed by the parties.

14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2016. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____
Rob Alcott, Executive Officer

By: _____
Karen Quidachay

EXHIBIT A
SCOPE OF SERVICES

(1) MEMBER FUNDED WORK

As authorized and directed by the Authority's Executive Officer:

1. Investigate and assess the benefits and liabilities of alternative forms of potential partnerships with the US Forest Service and the Bureau of Land Management with regard to Upper Mokelumne River watershed forest management
2. Assist in development of Authority grant applications
3. Participate and/or assist in MAC Plan and MokeWISE related activities
4. Prepare Board meeting agenda reports
5. Attend Authority Governing Board meetings
6. Perform other Authority-related tasks as may be requested

(2) GRANT FUNDED WORK

As authorized and directed by the Authority's Executive Officer:

1. Implementation Grant related administration and support.
 - a) Assist in the administration of Prop 84 Grant agreements between the Authority and DWR
 - b) Assist in the administration of agreements between the Authority and Project Sponsors

EXHIBIT B

COMPENSATION

(1) CONSULTANT HOURLY RATES

For UMRWA Member Funded work - \$125.00 per hour

For Grant Funded work - \$140.00 per hour

(2) DIRECT COSTS

A. Eligible Direct Costs incurred by CONSULTANT in fulfilling Member Funded services described in Exhibit A (1), Member Funded Work, will be reimbursed by Authority as follows.

- Vehicle mileage between CONSULTANT's office and authorized travel locations at applicable IRS rate.
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.

Pre-approval required for meals, transportation, lodging and other travel charges.

Total NOT-TO-EXCEED LIMIT from Member Funds: \$20,000

B. Direct Costs incurred by CONSULTANT in fulfilling the Grant Funded services described in Exhibit A (2), Grant Funded Work, may be reimbursed if allowed and in accordance with applicable grant rules.



Upper Mokelumne River Watershed Authority

Agenda No: **6**

Meeting Date: July 24, 2015

Title:

Status update on Assembly Bill 142 – Mokelumne Wild & Scenic

Recommended Action:

None

Summary:

Assembly Bill 142 was passed July 14 from the Senate Natural Resources and Water Committee to the Senate Appropriations Committee on a 9-0 vote.

The July 10 Committee Staff Report indicates there are more than 45 supporters of the bill and no opponents. Following are several relevant excerpts from In the staff report.

COMMENTS

There are different points of agreement among the supporters of this bill, and there have been active discussions among them to consider possible amendments. Committee staff was involved in a recent meeting at which several amendments were agreed upon by the author and the lead supporters from the conservation community and the affected water agency. Those amendments resolve all but one or two of the items still under discussion. The bill may be amended later by agreement of the stakeholders, or not. The following amendments have been agreed to by the stakeholders. These add specified studies and assessments into the secretary's study, add a date certain by which the interim protections terminate, geographically define the upper limit of the river segment to be included in the study, and make other changes.

AMENDMENT 1

Page 3, line 1 Add cross reference to 5093.50 for "river values" – 5093.548(a)(2)

AMENDMENT 2

Add as 5093.548(a) (3) – page 3 after line 2 "The following feasibility studies and assessments included within the implementation Plan of the Mokelumne Watershed Interregional Sustainability Evaluation, Final Report dated June 2015: 7a, 7b, 7d, 7f. The inclusion of these studies and assessments in this subsection shall not be construed as an exemption from a wild scenic designation."

AMENDMENT 3

Page 3, line 19. Extend the report deadline to 12/31/17.

AMENDMENT 4

Page 3, line 31 and page 4, line 24) 5093.548(f) – Add outside limit on interim protection date of December 31, 2021.

AMENDMENT 5

Page 4, line 6. Add upper limit on potential designation area to 5093.549– “from 0.50 miles downstream of the Salt Springs 97-066 Dam to upstream”

AMENDMENT 6

Add uncodified language to allow for state funding of the following feasibility studies and assessments included within the implementation Plan of the Mokelumne Watershed Interregional Sustainability Evaluation, Final Report dated June 12, 2015 that are identified as: 7a, 7b, 7d, 7f



Upper Mokelumne River Watershed Authority

Agenda No: **7**

Meeting Date: July 24, 2015

Title:

Executive Officer Grant Funded Work 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 and funded by Member Agency contributions and grant-related work paid by grant funds. The work agreement specifies the EO is to report to the Board the grant-related work performed and billed on a quarterly basis. This quarterly report covers invoices submitted for two grant funded projects as displayed in the table below.

Grant Project	Period	Work Performed	Charges
Round 1 Implementation Grant administration	March 1 – June 30, 2015	Manage accounting/invoice processing procedures; telephone calls/meetings with DWR, RMC, and Project Sponsors; facilitate RMC/agency communications w/DWR; facilitate and document contract amendments; fulfill documentation obligations.	\$ 0
Round 2 Implementation Grant & VHR Program administration	March 1 – June 30, 2015	Same as above, plus: completing all grant documents and project sponsor agreements, and developing and managing the Vintage Home Retrofit program.	\$1,463
MokeWISE MCG Participation and Grant administration	March 1 – June 30, 2015	Participate in regular project Planning Team meetings; review/comment on draft MCG documents; attend MCG meetings; perform project outreach; prepare DWR invoices and progress reports; administer DWR grant and RMC consultant agreements.	\$8,694



Upper Mokelumne River Watershed Authority

Agenda No: **8**

Meeting Date: July 24, 2015

Title:

Third Quarter FY2015 Treasurer's Report

Recommended Action:

Accept for filing

Summary:

The Treasurer's Report for the 3rd Quarter of Fiscal Year 2015, which ended June 30, 2015, will be presented at the Board at the meeting. A copy of the Treasurer's Report is attached.

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
TREASURER'S REPORT
STATEMENT FOR THE QUARTER ENDING 6/30/15

Year 2014-2015	General Assessment & Grants	Budget FY 15	Actual		
			Current Quarter	YTD	YTD %
<u>General Assessments</u>					
Amador Agencies	32,832	32,832	-	32,832	100%
Calaveras Agencies	36,634	36,634	10,990	36,634	100%
EBMUD Funding	84,034	84,034	-	84,034	100%
	153,500	153,500	10,990	153,500	100%
<u>Grants</u>					
Prop 84 Implementation Grant Rnd 1 (carry fwd)	337,978	337,978	-	279,174	83%
Prop 84 Planning Grant - MokeWISE (carry fwd)	557,329	557,329	92,977	307,300	55%
Prop 84 Implementation Grant Round 2	2,174,587	2,174,587	131,842	131,842	6%
Interest/Misc Income	-	-	41	83	0%
TOTAL REVENUES & FUNDING	3,223,394	3,223,394	235,850	871,899	27%
<u>PROJECT EXPENDITURES</u>					
General Assessment (operating)					
CSRC&D - School Watershed STE Program		16,500	7,288	12,098	73%
Implementation Grant - Round 1 - Pass Thru to Sponsors:					
AWA - Lake Camanche Tank & Laterals		27,791	-	-	0%
AWA - Amador Water System		203,947	-	202,333	99%
CCWD - West Point Water Main & Tank		92,922	-	73,557	79%
Implementation Grant - Round 1 - Administration:					
RMC		9,014	4,376	6,236	69%
WRA		4,307	-	1,425	33%
MokeWISE Program					
RMC		448,268	84,283	219,325	49%
WRA		37,694	8,694	16,632	44%
Implementation Grant - Round 2 - Pass Thru to Sponsors:					
AWA - Lake Camanche Laterals Phase 2		562,175	-	-	0%
EBMUD - Camache Area Regional Water Supply		1,187,880	-	-	0%
Calaveras County - Ponderosa Way Restoration		154,582	-	-	0%
UMRWA - Vintage Home H2O Conservation Program		199,950	-	-	0%
Implementation Grant - Round 2 - Administration:					
RMC		36,000	3,364	3,364	9%
WRA		24,000	12,321	12,321	51%
Contingency		10,000	-	-	0%
MAC Plan Improvements 2014/2015:					
RMC		19,692	-	4,533	23%
WRA		5,308	2,188	5,313	100%
Implementation Grant - Round 3 - Application		70,000	-	-	0%
Total Project Operating Expenses		3,110,030	122,513	557,135	18%
Administrative Expenses (operating)					
Executive Officer Personnel Services		36,348	16,744	30,208	83%
Total Project Management Expenses		3,146,377	139,257	587,343	19%