



# Upper Mokelumne River Watershed Authority

---

## UMRWA Regular Governing Board Meeting

### Agenda

Friday, January 22, 2016 – **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 October 2, 2015	Approve by Motion
2. USFS Partnership and SNC Watershed Improvement Grant	Approve by Motion
3. Status Updates on Implementation Grants	Discussion/Possible Action
4. Expansion of Vintage Home Retrofit Program	Approve by Motion
5. CSRC&D Agreement for FY 2016 Watershed School Program	Approve by Motion
6. Agreement with RMC to Develop Data Management Program	Approve by Motion
7. Butte Fire Update and Forest Health Initiatives	Discussion/Possible Action
8. Basic Financial Statements for the Year Ending Sept. 30, 2015	Accept for Filing
9. Treasurer's Report - First Quarter FY 2016	Accept for Filing
10. Executive Officer Grant Funded Quarterly Report	Information/Discussion

#### BOARD MEMBER COMMENTS:

11. Board Member Comments

#### EXECUTIVE OFFICER REPORT:

12. Executive Officer's Oral Report

#### ADJOURNMENT:

- Next Regular Board Meeting: April 22, 2016 at 1:30 p.m. (McLean Hall, Pardee Center)
- Next Board Advisory Committee Conference Call Meeting: March 8 at 9:00 a.m.

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



# Upper Mokelumne River Watershed Authority

---

Agenda No: **1**

Meeting Date: January 22, 2016

Title:

Regular Meeting Minutes of October 2, 2015

Recommended Action:

Approve the regular meeting minutes of October 2, 2015.

Summary:

The summary minutes of the October 2, 2015 regular Governing Board meeting are attached for Board review and approval.

Friday, October 2, 2015 – 10:00 a.m.  
Governing Board  
Upper Mokelumne River Watershed Authority  
McLean Hall – Pardee Center – Valley Springs, CA

**Summary Minutes**

**ROLL CALL**

Chair John Coleman, Directors Terry Woodrow, Richard Farrington, John Plasse, Terry Strange, and Hank Willy were present. Also present were Richard Sykes (EBMUD – for Executive Officer Rob Alcott), Authority Counsel Gregory Gillott, Authority Secretary Lisa Stuart, and 9 visitors.

**PUBLIC COMMENT** - None

**AUTHORITY BUSINESS**

**1. Minutes of July 24, 2015 Board Workshop**

**Motion 17-15** to approve the minutes of the July 24, 2015 Board Workshop after corrections were made to two typographical errors where the Amador Calaveras Consensus Group acronym was listed as AACG instead of ACCG was made by Director Farrington, seconded by Director Willy, and carried by voice vote: Yea 5 – Nay – 0 Abstain – 1 (Plasse).

**2. Meeting Minutes of July 24, 2015**

**Motion 18-15** to approve the minutes of the regular July 24, 2015 Governing Board meeting was made by Director Farrington, seconded by Director Willy, and carried by voice vote: Yea 5 – Nay – 0 Abstain – 1 (Plasse).

**3. Butte Fire: Scope and Aftermath**

The Butte Fire raged across a significant portion of Amador and Calaveras Counties, burning approximately 71,000 acres. The fire threatened approximately 6,400 structures, destroying 545 residences, 356 non-residences and damaging another 42 structures. As of September 22, the fire was 82% contained. Firefighters continue mop-up operations to increase containment lines. Smoke was continuing to impact the affected fire areas and surrounding communities. Damage Assessment teams were continuing to collect information in the affected fire areas and report their findings. Cal Fire anticipates it will have achieved 100% containment on or about October 1, 2015.

The fire's scale and its aftermath have significant ramifications for the region's water resources. It is critical that actions start immediately to address erosion and sediment control within burned areas to minimize to the degree possible negative impacts on water quality and environmental degradation of the watershed.

EBMUD intends to donate money to UMRWA for use toward community recovery efforts, which will help UMRWA more readily, implement its projects and programs. UMRWA may also be an important force in post-fire recovery efforts to protect soil, prevent erosion, and minimize water quality and sedimentation impacts in creeks, streams, and the Mokelumne River.

**Motion 19-15** to authorize the EO to receive a check on behalf of UMRWA from East Bay Municipal Utility District in the amount of \$5,000 to donate to the Butte Fire recovery efforts was made by Director Strange, seconded by Director Willy, and carried by voice vote: Yea 6 – Nay – 0 Abstain – 0.

**Motion 20-15** to authorize the EO to distribute 100% of the \$5,000 in EBMUD donated funds to the Calaveras Community Foundation's Disaster Relief/Butte Fire fund was made by Director Plasse, seconded by Director Woodrow, and carried by voice vote: Yea 6 – Nay – 0 Abstain – 1 (Strange).

**Motion 21-15** to authorize the formation of an UMRWA agency task force to assist in post-fire mitigation measures in the Mokelumne Watershed, and direct the EO to provide assistance to the task force as needed was made by Director Farrington, seconded by Director Plasse, and carried by voice vote: Yea 6 – Nay – 0 Abstain – 0

Director Leatherman arrived.

#### 4. AB 142 – Mokelumne Wild & Scenic

The Senate on September 9 approved an amended AB 142 (copy enclosed) by a vote of 38 to 0. The Assembly subsequently approved the amended bill on September 10 by a vote of 66 to 1. The bill is now before the Governor for signature.

The bill would require the Secretary of the Natural Resources Agency to submit a report pursuant to the Legislature and Governor no later than December 31, 2017, and would require the report to include a clear recommendation on the suitability or non-suitability for addition to the system of each of the designated segments of the Mokelumne River. The bill would require the Secretary to enter into a cost-sharing agreement with the Upper Mokelumne River Watershed Authority that would require the state and the authority to each pay a specified portion of the cost of the report.

The cost-sharing provision in the bill specifies that the state pay not more than 50 percent of the cost of the study and report, with the remaining cost to be paid by the Authority. The payment by the Authority may consist of appropriated funds or a contribution of services. At its April 24, 2015 meeting, the UMRWA Board unanimously approved Motion 09-15, which states:

*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.*

UMRWA Members that subsequently pledged their pro-rated financial contribution to the study were AWA, CCWD, CPUD, JVID and EBMUD. The sum of those pledges totals approximately \$100,000.

**Motion 22-15** to send a letter to the governor reaffirming UMRWA's support of AB 142 as currently amended, understanding that the cost share will be executed by our EO who will get actual cost information from the office of the Secretary of Natural Resources and forward the information and request for funds to the member agencies was made by Director Farrington, seconded by Director Strange, and carried by voice vote: Yea 6 – Nay 1 (Plasse) – Abstain – 0.

#### 5. USFS and BLM Partnership Agreements

Following the July 24 Board workshop on potential partnership agreements between UMRWA and the USFS and the BLM, respectively, Authority staff (the EO and Contract Associate Karen Quidachay) had several discussions and one meeting (on September 10) with federal agency officials to further evaluate the roles and responsibilities of the involved agencies, the most suitable agreement options, funding issues, and potential institutional arrangements.

Due to limited USFS staff availability during the Western U.S. fire season, followed by the demands of the Butte Fire, limited progress has been made on those evaluations.

Over the next several months, staff will be working with federal officials to develop the evaluations and recommended next steps for the Board's consideration at the January 22, 2016 meeting. That meeting will focus on basic program information that will provide the Board with what 'on the ground' projects might be, what those project costs are estimated to be, and the potential sources of funding that UMRWA would potentially target to fund its cost share. Information to be presented to the Board is expected to include the following.

- A list of projects that the USFS and BLM anticipate being most ready for implementation in the next 2 to 3 years
- For each of the listed projects: a bullet list of key project tasks, an estimated federal agency and UMRWA cost share, and list of key project tasks to be fulfilled by the federal agencies vs. UMRWA
- A draft 'statement of mutual benefits interests' (this is required for any form of Federal agreement)
- Best option(s) for a USFS and BLM agreements based on the types of projects contained on the project list
- Current and anticipated sources of funding potentially available to UMRWA to fund its project-related costs
- Some form of UMRWA staff/resources plan needed to fulfill UMRWA's partnership tasks/activities
- Schedule of key next steps

A status update on this work will be presented at the December 8 BAC meeting.

**Board Member Comments:** Director Strange shared that he is traveling to Washington D.C. to meet with Congressman McClintock regarding drought legislation and CCWD's interest in getting new water storage at Melones under Warren Act. Director Leatherman noted that CPUD was overwhelmed by the fire, creating a lot of staff overtime. Director Willy stated that the farmers got needed irrigation water from JVID this year. Director Farrington commended AWA staff for working 24 hours a day during the fire to make adjustments and run generators in order to keep water flowing to firefighting equipment. Director Plasse discussed the need for more/future fuel breaks and noted that a grant-funded fuel break from 14 years ago and maintained as training by Pine Grove crew saved the community of Pine Acres. Director Coleman requested an update on federal legislation regarding forest acts and impacts to watersheds in this area for the next meeting.

**Executive Officer Comments** - None

**ADJOURNMENT:** Director Coleman adjourned the meeting at 10:55 a.m. The next meeting will be January 22, 2016 at 1:30 p.m. at Pardee Center.

**SUBMITTED BY:**

---

Lisa Stuart, Authority Secretary

---

John Coleman, Chair of the Board  
APPROVED: January 22, 2016



# Upper Mokelumne River Watershed Authority

---

Agenda No: **2**

Meeting Date: January 22, 2016

Title:

USFS Partnership and Sierra Nevada Conservancy Watershed Improvement Grant

Recommended Action:

- (1) Authorize staff to:
  - a. Develop a final UMRWA – USFS Master Stewardship Agreement for review and approval at the April 22 Board meeting.
  - b. Draft a Supplemental Project Agreement for the Pumpkin Hollow Restoration Project for review at the April 22 Board meeting.
  - c. Prepare a draft Pumpkin Hollow Organization and Work Plan for review with the Board on April 22.
  - d. In collaboration with Authority Counsel draft CEQA documentation and a schedule for fulfilling the associated public review and approval process for review by the Board on April 22.
- (2) Authorize staff to complete the SNC grant application in collaboration with the USFS and submit the application by the March 1 deadline.
- (3) Approve Resolution No. 2016 – 1 authorizing the Executive Officer to submit a grant application for funding under the Sierra Nevada Conservancy’s Prop 1 Watershed Improvement Program.

Summary:

Following the July 24 Board workshop on potential forest partnership opportunities with the USFS and the BLM, and the status update presented at the October 2 UMRWA Board meeting, staff have been working with federal officials to develop a draft USFS Master Stewardship Agreement (copy provided separately) and a framework program plan for presentation and discussion at this January 22 meeting. Concurrently, staff has identified a potential Sierra Nevada Conservancy grant opportunity that would facilitate the completion of an array of USFS forestry projects that are included in the USFS’s Cornerstone Project. These two pending UMRWA initiatives are discussed in detail below.

UMRWA - USFS Partnership

The EO and Karen Quidachay have been working with USFS staff to develop an UMRWA – USFS partnership program to implement the Cornerstone Project. The Cornerstone Project, one of 23 Collaborative Forest Landscape Restoration Projects established nationwide in 2011, is targeted for \$16.6M in federal funding through 2020. Under the federal rules the USFS funding represents a 50% match; the additional 50% funding must be raised from non-USFS sources.

A USFS Master Stewardship Agreement has been prepared and reviewed by UMRWA staff and counsel and USFS regional personnel. An updated draft version of the MSA will be presented to the Board at the January 22 meeting. Under the MSA, UMRWA will be the lead agency for implementing agreed-upon phased portions of the Cornerstone Project. This means UMRWA will be lead for CEQA (this would follow or coincide with the USFS's completion of federally required NEPA review), contracting for the work to be done, overseeing that work (w/USFS having a significant role), securing matching funds and handling all the associated accounting and treasury functions. While no progress has yet been made with regard to a Community Forests Program with BLM, it would be similar in that UMRWA would effectively serve as lead agency for projects conducted on BLM lands.

The USFS Master Stewardship Agreement lays out the Authority's and the USFS's mutual interests (e.g. fire risk reduction, water quality, reforestation, water supply protection) and the parameters for working to implement the Cornerstone Project. However, no actual Cornerstone work can be initiated until Supplemental Project Agreements (SPA), for any phased element, are entered into by the two partners. The SPA lays out each partner's project-specific obligations and related details for implementing a project (which in the context of the 390,000-acre Cornerstone Project would constitute an element of Cornerstone).

The first potential SPA is for a Cornerstone element called the Pumpkin Hollow Restoration project that covers a 972-acre project area. This is viewed as the first eligible project largely because the USFS has completed the applicable and Amador Calaveras Consensus Group (ACCG, see description below) supported Environmental Assessment (under NEPA) in late October. UMRWA's first potential Cornerstone initiative is whether to submit a grant application to Sierra Nevada Conservancy (SNC) under its Prop 1 Watershed Improvement Program by the March 1 deadline. UMRWA would request \$500k, the maximum amount, and the USFS would match with an estimated \$400,000 in federal funds to achieve an approximate \$900,000 project total.

The USFS has expressed its strong support for this grant application and Karen Quidachay has been coordinating with SNC staff that has been very encouraging. The cost for preparing the application is estimated at about \$40,000 (the UMRWA FY16 budget for grant application preparation is \$100,000). While a formal UMRWA Board action on January 22 authorizing this work will be necessary, the March 1 application deadline required that work begin in December to develop a timely submission. The Board Advisory Committee on December 8 expressed its concurrence that application development should begin without delay pending the full Board's consideration today.

#### Sierra Nevada Conservancy Grant

The Pumpkin Hollow Restoration project is located on the Calaveras Ranger District of the Stanislaus National Forest in Calaveras County, California in the Mokelumne and Stanislaus watersheds. Elevations within the 972-acre project area range between 6,100 feet and 7,300 feet. The purpose of the Pumpkin Hollow Restoration project is to improve water quality and ecological resilience of forested communities within the project landscape. The Pumpkin Hollow Restoration Project reestablishes more resilient forest species composition, structure, and patterns on the landscape, as well as ecological processes (e.g., hydrologic function, fire regime) necessary for the long-term sustainability of terrestrial and aquatic ecosystems. An ecologically sustainable and resilient watershed would have a greater capacity to adapt and thrive in the face of natural disturbances and large-scale threats, such as; fire, drought, and insect and disease infestations which may be exacerbated by current and future climate warming.

The Pumpkin Hollow project is a subset of the 14,075-acre Hemlock Landscape Restoration project (Hemlock) which is in turn a component of the even larger Cornerstone Collaborative

Forest Landscape Restoration Program (CFLRP) (390,904 acres). The project spans both previously managed and wild stands. The Cornerstone Program was developed in collaboration with over 30 stakeholders that make up the Amador Calaveras Consensus Group (ACCG, see description below). The Pumpkin Hollow project is designed to implement a portion of the Hemlock project, which is considered a high priority area for implementation due to dense, overstocked, homogeneous conditions resulting in forest structures that are susceptible to mortality from drought, pests, pathogens, and catastrophic wildfire.

A number of large-scale environmental stressors (or drivers of change) that affect the entire Sierra Nevada, helped to define the overall objectives and restoration needs of the Hemlock and Pumpkin Hollow project area. These include 1) climate change and shifting hydrologic patterns; 2) increasingly dense and unhealthy forests; and, 3) California's human population pressure on public lands. These stressors are resulting in dramatic increases in disturbance events (e.g., uncharacteristic and large-scale wildfires, floods, insect and disease outbreaks, and the spread of invasive species), a reduction of ecosystem services (e.g., wood, water, scenic landscapes, wildlife habitat, biodiversity, and carbon sequestration and storage), and a growing need to revitalize rural economies in California.

The objectives and purpose for the Pumpkin Hollow project help protect water supply infrastructure and water quality by:

1. Reducing future fire intensity and severity to federal land and adjacent private land and by reducing surface fuels, increasing the height to canopy, decreasing crown density, and retaining large fire-resistant tree species.
2. Increasing tree, stand, and landscape resiliency and sustainability by producing different stand structures and densities across the landscape. Enhancing the general health of forested stands by reducing susceptibility to insect, diseases, and drought-related mortality by improving and promoting stand and individual tree growth and vigor.
3. Maintaining or enhancing the hydrologic, geomorphic, and biological characteristics of special aquatic features (springs, seeps, meadows, and fens). Implement restoration actions to maintain, restore or enhance water quality and aquatic habitat.
4. Improving and maintaining soil productivity, limiting gully erosion, and rebuilding surface organic layers where necessary.
5. Improving watershed condition by reducing sediment generated by the road and trail system through improvement of road and trail drainage features.
6. Maintaining and enhancing the extent and connectivity of aspen stands by reducing encroaching conifers.
7. Enhancing and maintaining the visual character of the Ebbetts Pass Scenic Corridor.
8. Maintaining and enhancing important wildlife habitat, mature forest ecosystem values, and connectivity of mature forest stands.
9. Improving resource conditions at dispersed recreation sites by stabilizing areas of erosion, and managing access to streams and other sensitive areas.

#### The Authority's Role

As a partner with the USFS under the proposed Master Stewardship Agreement UMRWA would serve as the lead agency for many of the key project implementation activities including: ensuring compliance with CEQA and other applicable state laws; developing bid packages for project work and awarding associated contracts; securing grant funds to satisfy the non-federal funding requirements prescribed for the Cornerstone project; perform



accounting and treasury functions associated with incoming grant and federal revenues and payment of project related expenses; overseeing contractors and ensuring work performed meets applicable specifications; and managing all related procurement, contracting and grant-related administration tasks.

Organizationally, the UMRWA Board of Directors will be the governing policy board for all activities related to the MSA and SPA agreements. To be fully operational it is expected that UMRWA's current part-time project-related support staff structure (the EO and Contract Associate, Amador County Counsel, and EBMUD's accounting and treasury functions) will need to be reviewed and augmented to properly fulfill this expanded role. With the Board's direction staff will complete a Pumpkin Hollow Restoration Project Organization and Work Plan that includes and/or addresses the following.

- An UMRWA – USFS Project Committee that will meet regularly to coordinate project work and resolve project-related issues.
- A process for UMRWA and USFS staff to prepare will project bid package(s) and vet bidders. Authority Counsel will review project-related contracts and agreements and the UMRWA Board will approve all contracts.
- Provides for a qualified professional to be hired by UMRWA to serve as Project Manager and to oversee the work performed by contractors. The Project Manager will be supervised by UMRWA staff (Executive Officer or Contract Associate).
- Procedures for UMRWA staff, in coordination with the hired Project Manager and USFS personnel, to prepare progress reports, SNC grant payment requests, and contractor invoices.
- Procedures for UMRWA's Treasurer and Controller (EBMUD) to perform all accounting functions.
- Communication procedures with UMRWA staff responsible for all coordination with SNC.

#### Environmental Compliance (NEPA and CEQA)

The National Environmental Policy Act (NEPA) requires agencies to assess the environmental effects of a proposed federal agency action and any reasonable alternatives before making a decision on whether, and if so, how to proceed. Accordingly, the Forest Service has prepared the Hemlock Landscape Restoration Environmental Assessment (EA) in compliance with the National Environmental Policy Act (NEPA) and other relevant Federal and State laws and regulations. The EA discloses the direct, indirect, and cumulative environmental effects that would result from the project activities as well as other alternatives. The Decision Notice and the Finding of No Significant Impact (FONSI) are to be signed by the Forest Supervisor, probably in January 2016.

Under the California Environmental Quality Act (CEQA) UMRWA, by assuming the lead agency role for implementing the Pumpkin Hollow Restoration project, will need to fulfill CEQA documentation and process requirements. CEQA's environmental analysis and documentation requirements are similar to NEPA. The Hemlock EA provides very detailed assessments and associated resource analyses such that the EA is expected to meet many CEQA requirements. However UMRWA will be required to initiate and complete its own CEQA process for the Pumpkin Hollow Restoration project. CEQA documentation will be drafted and presented to the Board on April 22 along with a schedule for fulfilling the associated public review and approval process.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

**RESOLUTION 2016 - 1**

**APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE SIERRA NEVADA  
WATERSHED IMPROVEMENT PROGRAM  
PROPOSITION 1 GRANT PROGRAM AND AUTHORIZING THE EXECUTIVE OFFICER TO  
EXECUTE AND ADMINISTER THE GRANT AGREEMENT**

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Upper Mokelumne River Watershed Authority (UMRWA) is a Joint Powers Agency formed in 2000 to address water quality, water supply and environmental resource issues in the Upper Mokelumne River watershed and the Mokelumne-Amador-Calaveras (MAC) Integrated Regional Water Management Region; and

WHEREAS, the Sierra Nevada Conservancy (SNC) has been delegated the responsibility for the administration of a portion of these funds through a local assistance grants program, establishing necessary procedures; and

WHEREAS, said procedures established by the SNC require a resolution certifying the approval of an application by the UMRWA's governing board before submission of said application to the SNC; and

WHEREAS, UMRWA, has identified the Pumpkin Hollow Restoration Project as valuable toward meeting its mission and goals and if selected will enter into an agreement with the SNC to carry out the project.

BE IT HEREBY RESOLVED by the UMRWA Board of Directors, that this Board:

- Approves the submittal of an application for the Pumpkin Hollow Restoration Project; and
- Certifies that it understands the assurances and certification requirements in the application; and
- Certifies that it will have sufficient funds to operate and maintain project resources consistent with the long-term benefits described in support of the application, or will secure the resources to do so; and
- Certifies that it will comply with all legal requirements as determined during the application process; and
- Appoints the UMRWA Executive Officer, or designee, as agent to conduct all negotiations, execute and submit all documents, including, applications, agreements, payment requests, and so on, as necessary for project completion.

ADOPTED this 22nd day of January 2016

BY:

ATTEST:

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Authority Secretary



# Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: January 22, 2016

Title:

Status Updates on Implementation Grants

Recommended Action:

For information and discussion

Summary:

This agenda item presents a summary of DWR's evaluation 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).

DWR evaluation of Round 3 Implementation Grant application:

DWR released its draft recommended awards on for the final Round 3 Prop 84 Implementation Grants in late October. The top 6 of 9 applications scored are shown in the table below.

Region	Score	\$ Requested	\$ Recommended	% Request
East Stanislaus	26	6.6	5M	75%
Yosemite-Mariposa	24	3.7	1M	27%
East CC County	24	2.5	\$667K	27%
<b>MAC (UMRWA)</b>	<b>22</b>	<b>2.3</b>	<b>0</b>	<b>0</b>
Westside	22	6.6	0	0
San Joaquin (GBA)	22	4.4	0	0

RMC reviewed the DWR scoring analysis of the UMRWA application and identified six application questions it believes were improperly scored. The EO submitted a comment letter to DWR on November 11 which highlights the areas of DWR's analysis we believe are flawed and requested six points be added to the UMRWA total score of 22 (which if accepted by DWR could potentially result in UMRWA receiving funding). DWR released on January 13 its final award announcement; the result is unchanged from its draft recommendation.

In Round 3 DWR will 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 UMRWA proposal included three projects as shown in Table 1.

**Table 1 – UMRWA Round 3 Application Projects**

	<b>Project</b>	<b>Key Project Elements</b>	<b>\$</b>
AWA*	MAC Region Water Conservation Program	- Regional Conservation Coordinator - Designated DAC program	\$1,019,446
AWA	Lk. Camanche Service Replacements #3	- Third and final project phase	\$669,158
CCWD	Sheep Ranch Drinking Water Compliance	- DAC drinking water quality - Human Right to Water policy	\$624,660
Total			\$2,313,264

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 under development. There are no known or anticipated issues with these projects.

**Table 2 – 2014 Drought Grant Projects Status**

<b>Projects</b>	<b>Grant Funding</b>	<b>Project Status</b>
Amador Raw Water Pipeline	\$5,126,560	Engineering, survey and right of way acquisition.
Ione WTP Backwash	\$628,944	Construction 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 3 - Round 2 Prop 84 Implementation Projects Status**

Project (Sponsor)	Grant Funding	Project Status
Lake Cam. Lateral Replace. (AWA)	\$592,001	Field engineering and construction are underway.
CARWSP – Phase 1 (EBMUD)	\$1,449,025	Construction underway.
Vintage Home Retrofit - (UMRWA)	Included in CARWSP	Program officially kicked-off on May 10 and ended Oct. 31. Possible expansion.
Ponderosa Way Restoration	\$133,561	Site preparation work initiated; Butte Fire delays construction.
Total	\$2,174,587	

Round 1 Implementation Grant:

The three projects that received pass-through Prop 84 funding under UMRWA's 2012 Round 1 Implementation Grant agreement with DWR have all been completed. Project documentation is now being finalized. General project status is shown in the table below.

**Table 4: Round 1 Prop 84 Implementation Grant Projects Status**

Project (Sponsor)	Grant Funding	Project Status
West Point Water Main & Tank Replacement (CCWD)	\$1,494,596	Project complete. CCWD retention invoice processed.
Lake Camanche Tank Rehab & Lateral Replace. Project (AWA)	\$570,830	Final reports being prepared. Retention invoice forthcoming.
Amador Water System Leak Detection & Repair (AWA)	\$232,573	Final reports being prepared. Retention invoice forthcoming.
Total	\$2,298,000	



# Upper Mokelumne River Watershed Authority

---

Agenda No: **4**

Meeting Date: January 22, 2016

Title:

Expansion of Vintage Home Retrofit Program

Recommended Action (tentative):

Approve and authorize the Executive Office to sign, upon Authority Counsel's concurrence, any required amendment to the DWR Round 2 Implementation Grant Agreement and/or amendment to the UMRWA – EcoTech Services agreement to facilitate a DWR and Amador Water Agency authorized expansion of the Vintage Home Retrofit Program.

Summary:

The Vintage Home Replacement Program (VHR), which is the toilet and showerhead replacement effort for the Camanche area funded by the Round 2 Implementation Grant, was scheduled to conclude October 31. As of that date the program had resulted in the installation of 117 high efficiency toilets (21.0% of the 558 target) and 105 low water use showerheads (18.8% of the 558 target).

Because few if any additional applications will be submitted from the existing Camanche target area the DWR Project Manager and AWA General Manager have separately been consulted to determine if the program target area could be expanded to other communities served Mokelumne River water supply by AWA. Based on DWR's initial guidance that fixture replacements can be allowed, but only in DAC communities served by AWA, it is anticipated that UMRWA will take the steps necessary to create an expanded program target area.

Efforts to determine what types of DWR approval are needed to implement an expanded program have not yet resulted in a definitive answer. These efforts will continue as needed up to the January 22 Board meeting. If a DWR Round 2 Implementation Grant agreement amendment is deemed necessary, it will be presented to the Board on January 22. An amendment to the UMRWA – EcoTech Services agreement (which engages EcoTech to administer the program for UMRWA) may also be necessary. In either or both cases any required amendment documents will be presented to the Board prior to the meeting.



# Upper Mokelumne River Watershed Authority

---

Agenda No: **5**

Meeting Date: January 22, 2016

Title:

CSRC&D Agreement for FY 2016 Watershed School Program

Recommended Action:

Approve the agreement with the CSRC&D for Fiscal Year 2016 and authorize the Executive Officer to execute the agreement.

Summary:

UMRWA has provided funds to support the local public schools Youth Watershed Stewardship Program (YWSP) since Fiscal Year 2006. Through a series of contracts with the Central Sierra Resource Conservation and Development District (CSRC&D), the sponsor of the YWSP, Authority members have provided about \$186,000 in total funding to support the program's creation and continuation.

The approved FY2016 UMRWA budget includes \$16,500 to continue the Authority's support of the local school Youth Watershed Stewardship Program.

Discussion:

This program is facilitated through an agreement with the Central Sierra Resource Conservation and Development, Inc. and carried out by Stewardship through Education, LLC (STE), a local teacher's organization. This will be the ninth year UMRWA has supported this school-based stewardship program.

The agreement between UMRWA and CSRC&D for the 2016 program is attached.

## AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (Agreement) is entered into as of October 1, 2015 by and between Central Sierra Resource Conservation and Development, Inc. (CSRC&D), 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. CSRC&D 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. CSRC&D 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 CSRC&D, and CSRC&D 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 CSRC&D

CSRC&D 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 CSRC&D 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



CSRC&D will also target after school youth programs to encourage additional youth participation in the YWSP.

CSRC&D 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 CSRC&D Governing Council (Council) 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 CSRC&D'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 CSRC&D Council shall be null and void.
3. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on October 31, 2016. Either party may terminate this Agreement with or without cause on thirty (30) days written notice. In the case of such early termination, CSRC&D 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 CSRC&D 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. Payment for all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to CSRC&D within 30 days of receipt of the invoice.
  - 4.2 When practical, invoices (in PDF form) shall be submitted via email to Rob Alcott at [robalcott@aol.com](mailto:robalcott@aol.com). Otherwise, invoices should be mailed to Rob Alcott, Upper Mokelumne River Watershed Authority, P.O. Box 383, Sea Ranch, CA, 95497. Compensation to CSRC&D 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 CSRC&D shall be responsible for ensuring that the Scope of Work is properly performed. Authority shall deal only through the Council, who shall be responsible for the proper execution of the entire Scope of Work.
  - 5.2 CSRC&D 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 CSRC&D.
6. ASSIGNMENTS. CSRC&D may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.

7. CSRC&D NOT EMPLOYEE OF AUTHORITY. It is understood that CSRC&D is not acting hereunder as an employee of Authority but solely as an independent contractor. CSRC&D, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. It is understood by both CSRC&D and Authority that this Agreement shall not under any circumstances be construed or 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 CSRC&D: Central Sierra RC&D  
Carolyn Mendoza, Administrative Assistant  
235 New York Ranch Rd. Ste. D  
Jackson, CA 95642

To Authority: Upper Mokelumne River Watershed Authority  
Rob Alcott, Executive Officer  
P. O. Box 383  
Sea Ranch, CA 95497

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 CSRC&D 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 CSRC&D 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 CSRC&D 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 CSRC&D in the performance of the work.

- 9.3 CSRC&D shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority as evidence that the insurance required above is being maintained. CSRC&D 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, CSRC&D 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-day 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 CSRC&D shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CSRC&D 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) CSRC&D'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) CSRC&D shall provide a financial guarantee, satisfactory to Authority, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 9.6 CSRC&D'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 CSRC&Ds 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. CSRC&D 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 CSRC&D 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

BY: \_\_\_\_\_  
Rob Alcott, Executive Officer

CENTRAL SIERRA RESOURCE  
CONSERVATION & DEVELOPMENT, INC.

BY: \_\_\_\_\_

Valerie Klinefelter, Chairperson

Federal Tax I.D. No.: 42-1586576

ATTEST:

BY: \_\_\_\_\_

**Exhibit A - Scope of Work & Budget**  
**Implementation of Youth Watershed Stewardship Program**  
**(Oct. 1, 2015 – Sept. 30, 2016)**

<b>Description</b>	<b>Date of Completion</b>	<b>Subtotal w/o Admin.</b>
<b>Annual Implementation of Guide (2015)</b>	9/30/2016	<b>\$ 5,025.00</b>
Conduct in-service training to teachers in elementary, middle, school classrooms in Calaveras and Amador Counties. to implement use of STE website and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP) and the Classroom Aquarium Education Program (CAEP).		
<b>Program Support</b>	9/30/2016	<b>\$ 4,200.00</b>
Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.		
<b>Watershed Alive! Days and Stewards of the Watershed Elementary Program</b>	9/30/2016	<b>\$ 4,800.00</b>
Coordinate and conduct water awareness training for local students (Stewards of the Watershed) through 'Watershed Alive! Days', in Calaveras County and Amador County.		
<b>Subtotals w/o Administration</b>		<b>\$ 14,025.00</b>
<b>CSRC&amp;D Administration &amp; Accounting</b>		<b>\$ 2,475.00</b>
<b>Total</b>		<b>\$ 16,500.00</b>



# Upper Mokelumne River Watershed Authority

---

Agenda No: **6**

Meeting Date: January 22, 2016

Title:

Agreement with RMC to Develop Data Management Program

Recommended Action:

1. Approve a consulting services agreement with RMC Water and Environment to develop the UMRWA Data Management Plan and Program as described and in Exhibit A to the agreement in an amount (to be determined) and authorize the Executive Officer to sign the agreement.
2. Approve a Task Order for the Executive Officer to perform tasks described and assigned to UMRWA in Exhibit A, Scope of Work, in an amount not to exceed \$3,000.

Summary:

The FY 2016 UMRWA budget, approved by the Board at its July 22 meeting, includes funding set aside to create a Data Management Plan and Program. A draft Consulting Services agreement with RMC Water and Environment accompanies this agenda item and includes a template scope of work and budget. A final version of the agreement will be distributed before the Board meeting.

Creation of the Data Management Plan and Program will fulfill an UMRWA obligation resulting from entering into Integrated Regional Water Management (IRWM) Implementation Grants agreements with DWR. Each of the project sponsors (to date AWA, CCWD, Calaveras County, EBMUD) that received state funding under prior (and potentially future) grant awards is required to collect and report project performance data for a ten year period. As the grantee UMRWA is responsible for fulfilling this task. As RMC has first hand knowledge of these projects (due to RMC's preparation of the successful grant applications) it is well positioned and experienced to perform this task.

**Data Management Plan and Program**

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of January 22, 2016 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and RMC WATER AND ENVIRONMENT, a California corporation (the “Contractor”).

**RECITALS**

A. Authority desires to obtain professional assistance to prepare a Data Management Plan and Program to record, track, display and analyze data related to the Mokelumne-Amador-Calaveras (MAC) Plan and other potential applications.

B. Contractor is in the business of providing professional services related to water resource planning and engineering, project planning and technical analysis, and data program development and processing.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

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

**11. SERVICES TO BE RENDERED BY CONTRACTOR.**

11.1 Contractor shall perform all consulting tasks described in Exhibit A, Scope of Work and Budget, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

11.2 Contractor is authorized to proceed with Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Contractor agrees to commence performance forthwith and to timely complete the Work as mutually agreed and directed by Authority.

**12. SERVICES TO BE RENDERED BY AUTHORITY.** Authority agrees to make available to Contractor background and other data and information known to Authority and applicable to the Work.

**13. CHANGES IN SCOPE OF SERVICES.** Only the Authority’s Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto

have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.

14. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on December 31, 2016. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor 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.
15. COMPENSATION TO CONTRACTOR. Every two months Contractor shall submit bimonthly invoices indicating hours of work expended and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to Rob Alcott at [robalcott@aol.com](mailto:robalcott@aol.com). Compensation to Contractor shall be paid on a time-and-materials basis for hours actually spent in performance of the Work plus direct costs. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$XX,XXX as set forth in Exhibit A, Scope of Work and Budget, attached and incorporated by this reference.
16. SUPERVISION OF THE WORK.
  - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
  - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature that is legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.
10. INSURANCE.



- 10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:
- 10.1.1 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, products and completed operations, blanket contractual and independent contractors liability.
  - 10.1.2 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 Contractor in the performance of the Agreement.
  - 10.1.3 Professional Liability – In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence.
- 10.2 Contractor 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. Contractor 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, Contractor 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.
- 10.3 Certificates of insurance must include the following provisions:
- 10.3.1 The insurer will not cancel the insurance coverage without 30 day prior written notice to the Authority; and
  - 10.3.2 The Authority, its officers, officials, and employees 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 and professional liability.
- 10.4 Contractor's commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor's insurance and shall not contribute with it.
- 10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor 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 Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Executive Officer, either (i) Contractor'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) Contractor shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11. WORKERS' COMPENSATION INSURANCE. 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, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor 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.

12. OWNERSHIP OF DOCUMENTS.

12.1 Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

12.2 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, models, computer files, software, and other documents prepared or caused to be prepared by Contractor or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of Authority if requested by Authority. Authority is licensed to utilize these documents for Authority applications on other projects or extensions of this project, at its own risk. Contractor and its subcontractors may retain and use copies of such documents, with written approval of Authority.

13. 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 County or as part of any audit of County 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.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, 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, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.

15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. 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 Contractor: RMC Water and Environment, Inc.  
Alyson Watson, Project Manager  
2001 North Main Street  
Walnut Creek, CA 94596

To Authority: Upper Mokelumne River Watershed Authority  
Rob Alcott, Executive Officer  
P.O. Box 383  
Sea Ranch, CA 95497

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.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without the approval of Authority. Key project personnel are defined for purposes of this Agreement as the Project Manager Alyson Watson.
18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.
19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.
21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.
22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. SEPARATE MEMBER ENGAGEMENTS. The parties hereto recognize that the Agreement is between the Authority and Contractor and not between Contractor and any Member or Members of the Authority. The parties hereto agree, however, that the Authority may engage the Contractor on behalf of any Member of the Authority (including Alternate Members) to perform additional watershed assessment work as may be requested by a Member. Accordingly, prior to the Authority's engagement of Contractor to perform said additional work, the Member and Contractor shall negotiate the scope of work to be performed by the Contractor and Member shall file with the Authority a written commitment to fully reimburse Authority for the additional agreed-upon work. Authority shall be invoiced by the Contractor for the additional work performed by Contractor and shall directly compensate the Contractor for such work.
25. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.
26. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, bi-monthly invoices for work performed and expenses incurred during the preceding two-month period. With each invoice the Contractor will submit a Progress Report that indicates the budget status of each task and subtask, and describes for each individual who performed work the tasks performed and the date and time spent on each task during the billing period. No retention shall be required. Payment for all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation which demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.

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

UPPER MOKELUMNE RIVER  
WATERSHED AUTHORITY

CONTRACTOR:  
RMC WATER AND ENVIRONMENT, a  
California corporation

BY: \_\_\_\_\_  
Rob Alcott, Executive Officer

BY: \_\_\_\_\_  
Senior Vice President

Federal Tax I.D. No.: 943295096

- Draft -

## Data Management Program

## - Scope of Work &amp; Budget -

Task No.	Task Description	RMC	UMRWA
1	<b>Implementation Project Data</b> Coordinate with Project Sponsor agencies to review and finalize Performance Monitoring Plans and develop procedure and schedule for annual data collection and reporting. Develop reporting spreadsheets and coordinate collection of first year project data from Project Sponsors.	\$ x	\$ x
2	<b>Develop Database for Implementation Project, MAC Plan specified monitoring, and potential additional data sets (e.g. USFS/Cornerstone)</b> Develop a database and user-friendly report generation platform that meets the needs of UMRWA (to fulfill its grant obligations), member agencies and the public.	\$ x	\$ x
3	<b>Create an UMRWA Website viewable data portal</b> Update/modify the umrwa.org website to allow viewing and possible basic report writing of database data by member agencies and others.	\$ x	\$ x
		<b>\$xx</b>	<b>\$ xx</b>



# Upper Mokelumne River Watershed Authority

---

Agenda No: **7**

Meeting Date: January 22, 2016

Title:

Butte Fire Update and Forest Health Initiatives

Recommended Action:

For information and discussion

Butte Fire Update:

Richard Sykes will provide a brief update regarding EBMUD's water quality monitoring in the Mokelumne River watershed following the Butte Fire.

Also, as discussed by the Board at its October 2 meeting, UMRWA has received \$5,000 from EBMUD as a contribution to local fire recovery efforts.

Forest Health Initiatives

Member agency EBMUD has initiated a process to investigate local, state and federal efforts to promote healthy forest and watershed initiatives, including any pending legislative actions. These forest and watershed initiatives promote proactive forest management, which can include forest thinning and other fuel treatments, meadow restoration, road removals or reconstruction and other actions, as a way to reduce the risk of high-severity wildfires and improve ecosystem function. Such an approach may provide an array of benefits to a wide range of stakeholders. These benefits include increased protection of human lives and wildlife, public and private property wildlife habitat, water quality, increased soil water retention and runoff, and potential long-term reductions in greenhouse gas emissions. Various aspects of the issue of healthy forests and watersheds are being discussed at the local, state, and federal levels.

This topic has been included in this agenda item to facilitate Board discussion regarding UMRWA's potential role in supporting legislation or rulemaking that promote forest health.



# Upper Mokelumne River Watershed Authority

---

Agenda No: **8**

Meeting Date: January 22, 2016

Title:

Basic Financial Statements for the Year Ending September 30, 2015

Recommended Action:

Accept for filing

Discussion:

East Bay MUD, whose Finance Director serves as the Authority's Treasurer, maintains the Authority's financial records. The Authority's financial records for the year ending September 30, 2015 have been audited by the independent accounting firm Maze and Associates. This year's audit is presented in the document entitled *Upper Mokelumne River Watershed Authority Basic Financial Statements for the Years Ending September 30, 2015 and September 30, 2014*.

In addition to the Basic Financial Statements the Maze and Associates has prepared a companion document titled *Memorandum on Internal Controls and Required Communications*.

These documents present a general overview of the Authority's finances, demonstrates the Authority's accountability of the monies it manages, and provides general information related to the preparation of the audit for the Authority's Governing Board and management. The audit reports neither find nor describe any financial problems or irregularities.

[**Note:** The *Basic Financial Statements* report contains 18 pages. The *Memorandum on Internal Controls and Required Communications* document is 10 pages. PDF copies of both have been transmitted via email with this agenda packet to the Board and interested individuals who receive the UMRWA Board agenda packet. Bound copies of the reports will be available at the Board meeting.]



# Upper Mokelumne River Watershed Authority

---

Agenda No: **9**

Meeting Date: January 22, 2016

Title:

Treasurer's Report - First Quarter FY 2016

Recommended Action:

Accept for filing

Summary:

The Treasurer's Report for the First Quarter of Fiscal Year 2016, which ended December 31, 2015, will be presented at the Board at the meeting. A copy of the Treasurer's Report is attached.



**UMRWA - TREASURER'S REPORT**  
**STATEMENT FOR THE QUARTER ENDING 12/31/15**

Year 2015-2016	General Assessment & Grants	Budget FY 16	Actual		
			Current Quarter	YTD	YTD %
<b><u>General Assessments</u></b>					
Amador Agencies	38,756	38,756	38,756	38,756	100%
Calaveras Agencies	42,756	42,756	29,929	29,929	70%
EBMUD Funding	107,488	107,488	112,488	112,488	105%
Prior Year Carry Forward	27,482	27,482	-	-	0%
Interest/Misc Income	180	180	-	-	0%
Total Assessment & Misc Funding	216,662	216,662	181,173	181,173	84%
<b><u>Grants</u></b>					
Prop 84 Implementation Grant Rnd 1 (carry fwd)	41,459	41,459	-	-	0%
Prop 84 Planning Grant - MokeWISE (carry fwd)	110,960	110,960	97,406	97,406	88%
Prop 84 Implementation Grant Round 2 (carry fwd)	1,767,634	1,767,634	330,785	330,785	19%
Grant Retentions (carry fwd)	182,429	182,429	-	-	0%
Prop 84 Drought Grant 2014	5,755,504	5,755,504	67,794	67,794	1%
Total Grant Funding	7,857,986	7,857,986	495,985	495,985	6%
<b>TOTAL REVENUES &amp; FUNDING</b>	8,074,648	8,074,648	677,158	677,158	8%
<b><u>ASSESSMENT EXPENDITURES</u></b>					
<b>General Assessment (Administration)</b>					
Executive Officer		40,000	-	-	0%
Contract Associate		20,000	7,990	7,990	40%
<b>General Assessment (Operations)</b>					
CSRC&D - School Watershed STE Program		16,500	-	-	0%
MAC Data Plan \$ website support (incl. \$2,177 carry fwd)		14,677	-	-	0%
FY 2016 Grant Application(s)		100,000	-	-	0%
Assessment - Operational Reserve (carry fwd)		25,305	-	-	0%
<b>TOTAL ASSESSMENT EXPENDITURES</b>		216,482	7,990	7,990	4%
<b><u>GRANT EXPENDITURES</u></b>					
<b>Implementation Grant - Round 1 - Pass Thru to Sponsors:</b>					
AWA - Lake Camanche Tank & Laterals		27,791	-	-	0%
AWA - Amador Water System		554	-	-	0%
CCWD - West Point Water Main & Tank		19,365	-	-	0%
<b>Implementation Grant - Round 1 - Administration:</b>					
RMC		1,755	-	-	0%
WRA		1,690	-	-	0%
<b>MokeWISE Program</b>					
RMC		103,338	-	-	0%
WRA		7,597	-	-	0%
<b>Implementation Grant - Round 2 - Pass Thru to Sponsors:</b>					
AWA - Lake Camanche Laterals Phase 2		387,928	232,188	232,188	60%
EBMUD - Camache Area Regional Water Supply		1,164,747	224,117	224,117	19%
Calaveras County - Ponderosa Way Restoration		149,069	11,572	11,572	8%
Echo Tech		185,250	30,497	30,497	16%
UMRWA - Vintage Home H2O Conservation Program		7,058	-	-	0%
<b>Implementation Grant - Round 2 - Administration:</b>					
RMC		29,148	2,603	2,603	9%
WRA		7,372	2,992	2,992	41%
Contingency		10,000	-	-	0%
<b>Implementation Grant -Drought Grant 2014 -Pass Thru to Sponsors:</b>					
AWA - Amador Raw Water Pipeline		5,070,828	-	-	0%
AWA - Ione WTP Backwash		614,676	-	-	0%
<b>Implementation Grant - Drought Grant 2014 - Administration:</b>					
RMC		36,000	-	-	0%
WRA		20,000	-	-	0%
Contingency		14,000	-	-	0%
<b>TOTAL GRANT EXPENDITURES</b>		7,858,166	503,970	503,970	6%
<b>Total Project Expenses</b>		8,074,648	511,960	511,960	6%



# Upper Mokelumne River Watershed Authority

Agenda No: **10**

Meeting Date: January 22, 2016

Title:

Executive Officer Grant Funded Quarterly Report

Recommended Action:

For information and discussion

Discussion:

The Executive Officer's work agreement with UMRWA segregates the work into two categories; tasks related to UMRWA business 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 the past two quarters for the grant-funded projects as displayed in the table below.

Grant Project	Period	Work Performed	Charges
Round 1 Implementation Grant administration	July 1 – Dec. 30, 2015	Manage accounting and invoicing; coordinate with DWR, RMC, and Project Sponsors.	\$ 0
Round 2 Implementation Grant & VHR Program administration	July 1 – Dec. 30, 2015	Same as above, plus: manage the Vintage Home Retrofit program.	\$2,660
MokeWISE MCG Participation and Grant administration	July 1 – Dec. 30, 2015	Finalize MokeWISE plan documents, prepare final DWR invoices and progress reports; finalize and process DWR grant retention invoices.	\$13,464