



# Upper Mokelumne River Watershed Authority

## *Supplemental Agenda Materials Packet - January 27, 2023 -*

### Table of Contents

<b>Agenda #</b>	<b>Agenda Item Title</b>	<b>Document Name(s)</b>
5	DWR and CPUD Implementation Grant Agreements	(1) DWR Proposition 1 Grant Agreement (2) UMRWA – CPUD Agreement
6	Web Support Agreement with Woodard & Curran	(1) Agreement with Woodard & Curran for Web Support and System for UMRWA File Storage and Retrieval
7	Third Amended Joint Powers Agreement	(1) Third Amended Joint Exercise of Powers Agreement Amending the Agreement Creating The Upper Mokelumne River Watershed Authority

#### Members

Alpine County • Alpine County Water Agency • Amador County • Amador Water Agency • Calaveras County • Calaveras County Water District •  
Calaveras Public Utility District • East Bay Municipal Utility District • Jackson Valley Irrigation District

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
AGREEMENT NUMBER <SAP AGREEMENT NUMBER>  
PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the Upper Mokelumne River Watershed Authority, a Public Agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on November 23, 2022, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2024, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2025.
- 3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed \$589,785.
- 4) GRANTEE COST SHARE. Not applicable to this Agreement.
- 5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):
  - A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).
  - B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
  - C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
    - i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
      - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
      - b) All documents that satisfy the CEQA process are received by the State,
      - c) The State has completed its CEQA process as a Responsible Agency, and

- d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

- 6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after November 22, 2022 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources (e.g., bridge loans).
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not

limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.
  - M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- 8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than <choose one: quarterly/monthly>, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized

representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: Financial Assistance Branch, DWR, P.O. Box 942836, Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:
- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
  - B. If the Grantee is requesting the advanced payment, the request(s) shall include:
    - i. Descriptive information of each project with an update on project status
    - ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
    - iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
    - iv. Any other information that DWR may deem necessary
  - C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
  - D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's



Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  - iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
  - iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
    1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
    2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
    3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
    4. Proof of distribution of advanced funds to LPS(s), if applicable.
  - v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.
- E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."
- 10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:
- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
  - B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
  - C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
  - D. Failure to deposit funds in a non-interest-bearing account.

- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
  - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
  - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- B. Terminate any obligation to make future payments to the Grantee.
- C. Terminate the Grant Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on page 25 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.
- F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.
- G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to



submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).
  - B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."
  - C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.
  - D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.
  - E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.
- 15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- 17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
  - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources

Arthur Hinojosa  
Manager, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236  
Phone: (916) 902-6713  
Email: [Arthur.Hinojosa@water.ca.gov](mailto:Arthur.Hinojosa@water.ca.gov)

Upper Mokelumne River Watershed Authority

Richard Sykes  
Executive Officer  
15083 Camanche Parkway South  
Valley Springs, CA 95252  
510-390-4035  
Email: [rsykes@sbcglobal.net](mailto:rsykes@sbcglobal.net)

Direct all inquiries to the Project Manager:

Department of Water Resources

Marisol Reynoso  
Environmental Scientist  
P.O. Box 942836  
Sacramento, CA 94236  
Phone: (916) 902-7433  
Email: [Marisol.Reynoso@water.ca.gov](mailto:Marisol.Reynoso@water.ca.gov)

Upper Mokelumne River Watershed Authority

Richard Sykes  
Executive Officer  
15083 Camanche Parkway South,  
Valley Springs, CA 95252  
Phone: 510-390-4035  
Email: [rsykes@sbcglobal.net](mailto:rsykes@sbcglobal.net)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

Exhibit K – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

Upper Mokelumne River Watershed  
Authority

\_\_\_\_\_  
Arthur Hinojosa  
Manager, Division of Regional Assistance

\_\_\_\_\_  
Richard Sykes  
Executive Officer

Date \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

**EXHIBIT A**  
**WORK PLAN**

**PROPOSITION 1 ROUND 2 MOKELUMNE/AMADOR/CALAVERAS (MAC) IRWM IMPLEMENTATION GRANT**

**Grant Administration**

**IMPLEMENTING AGENCY:** Upper Mokelumne River Watershed Authority (Grantee)

**PROJECT DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

**Budget Category (a): Project Administration**

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

**Deliverables:**

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report



## **PROJECT 1: Jeff Davis Water Treatment Plant Backwash Recycle Project**

**IMPLEMENTING AGENCY:** Calaveras Public Utility District

### **PROJECT DESCRIPTION:**

The Jeff Davis Water Treatment Plant Backwash Recycle Project will build the infrastructure necessary to recycle approximately 28 million gallons per year of filter backwash at the Jeff Davis Water Treatment Plant (WTP). The project will consist of constructing a pump station and force main pipeline from the backwash ponds to the Jeff Davis Reservoir. Additionally, it will install measures to improve the efficiency of the backwash ponds. The project will also provide a benefit in that the District will no longer be discharging filter backwash water into water ways which could potentially cause pollution downstream. The project is located in an already established facility site. The region and entities dependent on flow of the Mokelumne River will benefit from construction of this project as Calaveras Public Utility District's (CPUD's) burden on the river source will decrease by approximately 28 million gallons per year. The project will also minimize adverse effects on biological resources by improving the water quality of Jeff Davis WTP's discharge, which is routed back to the Mokelumne River. This project bolsters the treatment processes at the Jeff Davis WTP, increases drought resilience by reclaiming water previously wasted, decreases the amount of electricity used to divert water from the South Fork Pump Station, and has an environmental benefit of diverting less water from the South Fork Mokelumne River.

### **Budget Category (a): Project Administration**

#### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with IRWM regional manager. Prepare invoices including relevant supporting documentation for submittal to DWR via as Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

#### **Deliverables:**

- Invoices and associated backup documentation

#### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

#### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

### **Budget Category (b): Land Purchase/Easement**

#### Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

**Deliverables:** N/A

**Budget Category (c): Planning/Design/Engineering/Environmental Documentation**

Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. A Calaveras Public Utilities District Jeff Davis Water Treatment Plant Evaluation was completed in 2015.

**Deliverables:**

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

**Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project:

- Variance
- California Division of Drinking Water Amended Water System Permit

**Deliverables:**

- Permits as required

Task 7: Design

Prepare a preliminary design report (PDR) that evaluates up to three different alternatives. Perform a geotechnical investigation and a topographical and planimetric site survey of the preferred site for the reclaim pumps at the existing Jeff Davis Water Treatment Plant site. The PDR will include a recommended technology and configuration for final design.

Prepare design documents, including plans, specifications, and estimated construction cost estimates of the recommended technology and configuration. Project parameters shall be fully defined and drawings will indicate the scope, extent, and character of the work to be provided.

**Deliverables:**

- Preliminary Design Report
- Geotechnical Report
- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

**Deliverables:**

- Project Monitoring Plan

## **Budget Category (d): Construction/Implementation**

### **Task 9: Contract Services**

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

### **Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

### **Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Mobilization activities include setting up temporary facilities (e.g., field office, construction barriers, etc.); preparing, submitting, and responding to submittals; and all contractor administrative requirements (e.g., bonds, insurance, etc.). Demobilization will include removing equipment and materials from project site and returning impacted areas surrounding project site to pre-construction conditions; furnishing all documents (i.e., warranties, manuals, Standard Operating Procedures, etc.); and removal of all temporary facilities.

11(b): Site preparation will include grading, clearing and grubbing, pond dredging and desludging, and earthwork as well as implementation measures for all required plans as approved (i.e., Stormwater Pollution Prevention Plan activities).

11(c): Install, construct, excavate— Activities include construction of pump station, force main pipeline from backwash ponds to the Jeff Davis Reservoir, and pond valving as well as generally furnishing and installing materials, equipment, and prefabrication structures, such as pumps and weirs. Excavation, including trenching and backfilling, will also be performed under this task. Trade-specific tasks include mechanical, electrical, instrumentation and controls, and plumbing construction, start-up, and testing activities.

11(d): Improve— Site improvements include installation of electrical line power, controls and implementation, and electrical service upgrade.

**Deliverables:**

- Photographic Documentation of Progress

DRAFT

**EXHIBIT B**

**BUDGET**

**PROPOSITION 1 ROUND 2 MOKELUMNE/AMADOR/CALAVERAS (MAC) IRWM IMPLEMENTATION GRANT**

**AGREEMENT BUDGET SUMMARY**

Minimum Required Cost Share for Agreement: 0%

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost	Required Cost Share %
	Grant Administration	\$23,560	\$0	\$0	\$23,560	N/A
1	Project 1: Jeff Davis Water Treatment Plant Backwash Recycle Project	\$566,225	\$0	\$1,492,595	\$2,058,820	0%
	<b>GRAND TOTAL</b>	<b>\$589,785</b>	<b>\$0</b>	<b>\$1,492,595</b>	<b>\$2,082,380</b>	

**Grant Administration**

Implementing Agency: Upper Mokelumne River Watershed Authority

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	\$23,560	\$0	\$0	\$23,560
	<b>TOTAL COSTS</b>	<b>\$23,560</b>	<b>\$0</b>	<b>\$0</b>	<b>\$23,560</b>



**PROJECT 1: Jeff Davis Water Treatment Plant Backwash Recycle Project**

Implementing Agency: Calaveras Public Utility District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	\$0	\$0	\$70,000	\$70,000
(b)	Land Purchase / Easement	N/A	N/A	N/A	N/A
(c)	Planning / Design / Engineering / Environmental Documentation	\$0	\$0	\$230,000	\$230,000
(d)	Construction / Implementation	\$566,225	\$0	\$1,192,595	\$1,758,820
	<b>TOTAL COSTS</b>	<b>\$566,225</b>	<b>\$0</b>	<b>\$1,492,595</b>	<b>\$2,058,820</b>

NOTES:

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*The project received a 100% cost share waiver.

\*\*Other Cost Share includes United States Department of Agriculture, State Revolving Funds, and Calaveras Public Utility District General Funds.

**EXHIBIT C**  
**SCHEDULE**

**PROPOSITION 1 ROUND 2 MOKELUMNE/AMADOR/CALAVERAS (MAC) IRWM IMPLEMENTATION  
GRANT**

**Grant Administration**

	<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
a	Project Administration	02/01/2023	03/31/2025

**PROJECT 1: Jeff Davis Water Treatment Plant Backwash Recycle Project**

	<b>BUDGET CATEGORY</b>	<b>Start Date</b>	<b>End Date</b>
a	Project Administration	02/01/2023	12/31/2024
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	07/01/2022	01/31/2024
d	Construction / Implementation	02/01/2024	10/01/2024

## EXHIBIT D

### STANDARD CONDITIONS

- D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
  - B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
  - C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.
- D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.
- D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

- D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.
- D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.
- D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."
- D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under



the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

- D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

- D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.
- D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it 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 undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.
- D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

- D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.
- D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.
- D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.
- D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.
- D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.



- D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."
- D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.45. TIMELINESS: Time is of the essence in this Grant Agreement.
- D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.
- D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:
- A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.



**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**  
**RESOLUTION 2022 - EO1**

**REGARDING PROPOSITION 1 - ROUND 2 - IRWM GRANT APPLICATION AND  
THE EXECUTIVE OFFICER'S AUTHORITY TO PREPARE AND SUBMIT SAID  
APPLICATION TO THE DEPARTMENT OF WATER RESOURCES**

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, at its January 28, 2022 regular meeting the Board of Directors reviewed and approved the Updated Mokelumne-Amador-Calaveras (MAC) IRWM Plan Projects List; and

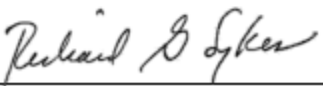
WHEREAS, the UMRWA Board of Directors approved the selection of Calaveras Public Utility District's (CPUD) Jeff Davis WTP Recycle Project for inclusion in the Authority's Round 2 IRWM grant application to the California Department of Water Resources (DWR) pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code § 79700 et seq.); and

WHEREAS, the UMRWA Board of Directors authorized the Executive Officer to prepare and submit a Round 2 grant application for CPUD's Jeff Davis WTP Recycle Project; and

WHEREAS, upon receipt of, and the UMRWA Board of Directors approval of, a Round 2 grant agreement with the California DWR, the Executive Officer will be authorized to execute said agreement and any amendments thereto.

THEREFORE, BY UNANIMOUS ACTION ON JANUARY 28, 2022, the UMRWA Board of Directors authorized the Executive Officer to prepare and submit the required Prop 1 – Round 2 grant application pursuant to the requirements of DWR's Proposal Solicitation Package.

ATTESTED this 1st day of July 2022

  
\_\_\_\_\_  
Richard Sykes  
Executive Officer

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

## **Cost & Disposition of Funds**

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## **Additional Information**

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## **GRANT COMPLETION REPORT**

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

## **POST-PERFORMANCE REPORT**

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

## **Reports and/or products**

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

DRAFT

## EXHIBIT G

### REQUIREMENTS FOR DATA SUBMITTAL

#### **Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program. Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

#### **Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

## EXHIBIT H

### STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

##### Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

##### Administration Costs:

1. Supporting documents showing the calculation of administration costs.



Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

**Cost Share Guidelines**

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
  - a. Detailed description of the contributed item(s) or service(s)
  - b. Purpose for which the contribution was made (tied to project work plan)
  - c. Name of contributing organization and date of contribution
  - d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
  - e. Person's name and the function of the contributing person
  - f. Number of hours contributed
  - g. If multiple sources exist, these should be summarized on a table with summed charges
  - h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

## EXHIBIT I

### LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

#### Local Project Sponsor Agency Designation

**Sponsored Project:** Project 1: Jeff Davis Wastewater Treatment Plant

**Sponsor Agency:** Calaveras Public Utilities District

**Agency Address:** 506 W St Charles St, San Andreas, CA 95249

**Project Location:** San Andreas, California (38.1234456, -121.123456)



## EXHIBIT J

### PROJECT MONITORING PLAN GUIDANCE

#### Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

#### Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

## EXHIBIT K

### INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

#### Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
  - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
  - Generic markup
  - Tuition
  - Conference fees
  - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

#### Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will be reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

**GRANT IMPLEMENTATION AGREEMENT BETWEEN  
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY AND  
CALAVERAS PUBLIC UTILITY DISTRICT  
FOR IMPLEMENTATION OF THE PROPOSITION 1 INTEGRATED REGIONAL  
WATER MANAGEMENT PROGRAM GRANT  
FOR THE JEFF DAVIS WATER TREATMENT PLANT  
BACKWASH RECYCLE PROJECT**

This Grant Implementation Agreement is made and entered into as of the 27th day of January 2023, by and between the Upper Mokelumne River Watershed Authority (UMRWA), a joint exercise of powers authority formed under California Government Code section 6500, and Calaveras Public Utility District to provide for carrying out the provisions of the Proposition 1 Implementation Grant Agreement for the Jeff Davis WTP Backwash Recycle Project.

**RECITALS**

A. UMRWA is a joint powers authority, formed in the year 2000 to serve and represent regional water resource interests and to assist its members in protecting and enhancing water quality, water supply and the environment.

B. Calaveras Public Utility District (CPUD) is a public utility district formed in 1934 under the laws of the state of California for the purpose of providing water service to San Andreas, Mokelumne Hill and neighboring areas within Calaveras County, California.

C. UMRWA, on behalf of CPUD, applied for and has been awarded a Proposition 1 Implementation Grant under California Department of Water Resource's Integrated Regional Water Management Program to fund CPUD's Jeff Davis WTP Backwash Recycle Project (Project).

D. UMRWA and CCPUD desire to carry out the Project funded in part by the Proposition 1 grant.

In consideration of the promises, terms, conditions and covenants contained herein, the parties to this Agreement hereby agree as follows:

- 1. Role of CPUD.** CPUD acknowledges that it has reviewed, understands, and will comply with all provisions of *Grant Agreement Between the State of California (Department of Water Resources) and Upper Mokelumne River Watershed Authority Agreement Number (TBD) Proposition 1 Round 2 Integrated Regional Water Management) (IRWM) Implementation Grant* (Prop 1 Grant Agreement). CCPUD is responsible for completing all tasks in the Prop 1 Grant Agreement Work Plan except for Grant Administration Tasks 1, 2 and 3. The final draft Prop 1 Grant Agreement is attached as Attachment 1. The final draft will be replaced with the final Prop 1 Grant Agreement when executed. CPUD acknowledges that UMRWA will execute the Prop 1 Grant Agreement with the California Department of Water Resources (DWR) to accept the Integrated Regional Water

Management Proposition 1 Implementation Grant. CPUD shall assume responsibility of individual project management, oversight, compliance, and operations and maintenance for the Project and act on behalf of UMRWA in the fulfillment of responsibilities as specified in the Prop 1 Grant Agreement. UMRWA will have no obligation to prepare and submit invoices or take any other actions on behalf of, or liability for failing to take any action regarding obtaining reimbursement if CPUD breaches one or more of its responsibilities provided in this Agreement or Exhibit 1 hereof and that fails to cure such breach promptly after receipt of notice from UMRWA of the breach and requirements for curing the breach. UMRWA also will have no liability for the unavailability of grant funds from the DWR or any other state or federal agency.

- 2. Role of UMRWA.** UMRWA will: (a) administer the Proposition 1 Implementation Grant with DWR on behalf of UMRWA and CPUD consistent with the terms of the Proposition 1 Grant Agreement and the provisions of this Agreement, and (b) provide information to CPUD on grant administration status and related matters of mutual interest. UMRWA shall specifically be responsible for completing Grant Administration Tasks 1, 2 and 3 in the Prop 1 Implementation Grant Agreement Work Plan. UMRWA shall not execute any amendments to the Prop 1 Implementation Grant Agreement without first consulting with and getting approval from CPUD.
- 3. UMRWA Grant Administration Expenses.** Of the awarded \$589,785 in Prop 1 grant funding, \$23,560 will fund UMRWA's grant administration expenses. This amount will be designated to pay UMRWA's costs for managing and performing grant administration activities under this Agreement (including consultant fees, data collection and retrieval, report preparation, contract management, and related activities necessary to fulfill the terms of the Prop 1 Grant Agreement).
- 4. Disbursement of Grant Funds to Project Sponsors.** UMRWA will disburse to CCPUD within 30 days of receipt of the grant funds approved and paid through normal State processes. Funds will be disbursed by UMRWA consistent with each State approved invoice and in accordance with the project budget contained in Exhibit B of the Prop 1 Grant Agreement. Any money disbursed to CPUD under this agreement and any and all interest earned by Project Sponsor on such money shall be used solely to pay Eligible Costs as defined in Exhibit 1 attached hereto.
- 5. Unfunded Grant Administration Costs.** In the event the \$23,560 amount specified in paragraph 3 for grant administration costs is insufficient to cover UMRWA's grant administration costs CPUD will pay those unfunded grant administration costs.
- 6. Authorization to Proceed with the Project.** The Project is authorized to proceed upon execution of this Agreement.
- 7. Term.** This Agreement will remain in effect for as long as any obligations under



this Agreement remain outstanding.

**8. Amendments.** This Agreement may be amended by the parties hereto only in writing and signed by both parties.

**9. General Provisions.** Any notice to be given under this Agreement may be made by: (a) depositing in any United States Post Office, postage prepaid, and shall be deemed received at the expiration of 72 hours after its deposit; (b) transmission by facsimile copy; (c) transmission by electronic mail; or (d) personal delivery. This Agreement shall be governed by the laws of the State of California. This Agreement may be executed by the parties in counterpart, each of which when executed and delivered shall be an original and all of which together will constitute one and the same document.

This Proposition 1 Implementation Grant Project Agreement is hereby consented to and authorized by UMRWA and CPUD.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Upper Mokelumne River  
Watershed Authority

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
Calaveras Public Utility District

## **APPENDIX 1**

### **PROPOSITION 1 GRANT AGREEMENT BETWEEN UMRWA AND DWR**

## **CONSULTING SERVICES AGREEMENT**

### **UMRWA Website Maintenance and Support**

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of January 27, 2023 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 WOODARD & CURRAN, INC., a Maine corporation (the “Contractor”).

#### **RECITALS**

A. Authority desires to obtain professional assistance to administer and maintain the UMRWA website and perform related web support services.

B. Contractor is in the business of providing professional services related to water resource planning and engineering, project planning and technical analysis, and website administration and support services.

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:

#### **1. SERVICES TO BE RENDERED BY CONTRACTOR.**

1.1 Contractor shall perform all consulting tasks described in Exhibit A, Scope of Services 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.

1.2 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.

#### **2. 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.

3. 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.
4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on January 31, 2025. 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.
5. COMPENSATION TO CONTRACTOR. Contractor will invoice the Authority \$2,500 on a quarterly basis for Task 1 charges (not to exceed \$20,000). Contractor for Task 2 charges (not to exceed \$23,520) will submit monthly invoices indicating hours of work expended and progress toward completion of Task 2 work. 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 **\$43,520** as set forth in Exhibit A, Scope of Services and Budget, attached and incorporated by this reference.
6. 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 are 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 contractor's 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 claim.

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 10 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

10.3.1 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.

10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:

10.6.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.

10.6.2 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work.

10.6.3 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

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, 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 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: Woodard & Curran  
Jeanna Long, Project Manager  
801 T Street  
Sacramento, CA 95811

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

With a copy to:

Gregory Gillott, Authority Counsel  
810 Court Street  
Jackson, CA 95642

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

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 are Project Manager Katie Cole and Principal in Charge 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. 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.
25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed and expenses incurred during the preceding one 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 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 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.
26. Limitation of Liability. Neither party shall be responsible or liable to the other for special, indirect, or consequential damages. The total aggregate liability of the Contractor to Authority for any and all claims whatsoever arising out of this Agreement shall not exceed the total applicable insurance proceeds paid to Contractor by its insurers up to the amount of the minimum specified insurance policy limits set forth in 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: _____ Richard Sykes, Executive Officer	CONTRACTOR: WOODARD & CURRAN, INC., a Maine Corporation  BY: _____ Jeanna Long, Principal  Federal Tax I.D. Number: 01-0363222
---	---

## **Exhibit A**

### **SCOPE OF SERVICES and BUDGET**

#### **Scope of Services**

##### **TASK 1: UMRWA Website Support**

W&C will maintain and support the UMRWA website ([www.umrwa.org](http://www.umrwa.org)) as needed and requested by the Executive Officer, Authority Secretary or other designated Authority representatives, for a term of two (2) years, from January 1, 2023 through December 31, 2024. The primary activity under this task will be the periodic posting of documents and meeting announcements on the UMRWA website.

##### **Task 1 Deliverables:**

- *Post quarterly Board agenda packets and related materials*
- *Post various Requests for Proposals and other bid documents as requested*
- *Post updated UMRWA documents as requested*
- *Implement modifications and enhancements to the website as requested*
- *Ensure website access and functionality*

##### **Task 1 Assumptions:**

- *An estimate of 32 hours of staff support has been assumed for each year, for a total of 64 hours (\$10,000/year).*

##### **TASK 2: Create and host UMRWA File Storage and Sharing Capability**

UMRWA is planning to consolidate its business files in one location for more efficient management, storage and retrieval. W&C will develop file hosting and sharing options and assist UMRWA in selecting the most suitable alternative. W&C will then take the actions necessary to set up and make the selected system operational.

##### **Task 2 Deliverables:**

- *Conduct one 1-hour on-line meeting with UMRWA representatives (Executive Officer, Administrative Officer, Secretary, Forest Projects Manager) to discuss current document filing/storage procedures and expectations for a consolidated system.*

- *Develop criteria deemed most relevant to evaluating and selecting the file hosting and sharing option most suitable for meeting UMRWA's needs.*
- *Review and finalize evaluation criteria.*
- *Prepare a brief technical memorandum with up to three file hosting and sharing options and conduct one on-line meeting with UMRWA representatives noted above to select the preferred option.*
- *Implement the selected option and prepare user instructions.*
- *Provide technical support and answer questions after implementation.*

Task 2 Assumptions:

- *If the preferred option requires additional license fees, UMRWA will be responsible for the associated fees.*
- *Task 2 has been estimated based on different levels of options and is considered a maximum amount, to be billed on a time and materials basis.*

**Budget/Fee:**

TASK 1 - \$ 20,000 (to be billed in 8 quarterly invoices)

TASK 2 - \$ 23,520

Total Budget - \$ 43,520

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

By and Among

ALPINE COUNTY

and

ALPINE COUNTY WATER AGENCY

and

AMADOR COUNTY

and

AMADOR WATER AGENCY

and

CALAVERAS COUNTY

and

CALAVERAS COUNTY WATER DISTRICT

and

CALAVERAS PUBLIC UTILITY DISTRICT

and

EAST BAY MUNICIPAL UTILITY DISTRICT

and

JACKSON VALLEY IRRIGATION DISTRICT

Dated as of January 27, 2023



## TABLE OF CONTENTS

	Page
ARTICLE I     DEFINITIONS .....	2
ARTICLE II    PURPOSE .....	3
ARTICLE III   MEMBER ENTITY INTERESTS, OPERATIONAL PRIORITIES .....	4
Section 3.1 Member Entity Interests .....	4
Section 3.2 Associate Members .....	4
Section 3.3 Member Entity Projects .....	5
Section 3.4 Watershed and Water Supply Projects .....	5
ARTICLE IV    TERM .....	5
ARTICLE V     THE AUTHORITY .....	5
Section 5.1 Creation of Authority .....	5
Section 5.2 Governing Board .....	6
Section 5.3 Meetings of the Board .....	6
Section 5.4 Officers; Duties; Bonds .....	6
Section 5.5 Organization of Advisory Committees.....	7
Section 5.6 Executive Officer. ....	7
ARTICLE VI    POWERS .....	8
Section 6.1 Powers .....	8
ARTICLE VII   FINANCIAL PROVISIONS .....	9
Section 7.1 Accounts and Reports .....	9
Section 7.2 Fiscal Year. ....	9
Section 7.3 Budgets and Payments .....	9
Section 7.4 Payments in Lieu of Property Taxes .....	10
ARTICLE VIII   BREACH .....	11
Section 8.1 Breach .....	11
Section 8.2 Resolution of Disputes .....	11
ARTICLE IX     RELATIONSHIP OF AUTHORITY AND ITS MEMBER ENTITIES.....	11
Section 9.1 Separate Entity .....	11
Section 9.2 Principal Office .....	11
Section 9.3 Additional Parties .....	11
Section 9.4 Termination of a Member Entity’s Participation in the Authority .....	11
Section 9.5 Indemnification of Member Entities .....	11
Section 9.6 Disposition of Assets .....	12
ARTICLE X     AMENDMENT OF AGREEMENT .....	12
ARTICLE XI    MISCELLANEOUS .....	12
Section 11.1 Agreement Not Exclusive .....	12
Section 11.2 Conflict of Interest Code .....	12
Section 11.3 Severability .....	12

Section 11.4 Successors; Assignment; No Third Party Beneficiaries .....	12
Section 11.5 Form of Approvals .....	12
Section 11.6 Notices .....	12
Section 11.7 Counterpart or Duplicate Copies .....	14

Appendices

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

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

This THIRD AMENDED JOINT EXERCISE OF POWERS AGREEMENT (this “Agreement”), dated as of January 27, 2023, amends and supersedes the Second Amended Joint Exercise of Powers Agreement Amending the Agreement Creating the Upper Mokelumne River Watershed Authority dated June 6, 2008, and as amended hereby, continues the existence, work and operations of the Authority. The Agreement is entered into by and among the following public entities:

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

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

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

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

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

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

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

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

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

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

WITNESSETH:

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

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

WHEREAS, the Member Entities believe that stewardship of the Upper Mokelumne River Watershed by such a joint exercise of powers authority with broadened objectives, including enhancement

of all of the following: (i) watershed environmental values, (ii) water quality protection, (iii) recreation activities, and (iv) additional water supply for all Member Entities, would serve the greatest good; and

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

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

## ARTICLE I DEFINITIONS

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

### Act

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

### Agreement

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

### Alpine Entities

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

### Amador Entities

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

### Associate Member

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

### Authority

The term “Authority” means the Upper Mokelumne River Watershed Authority created by the prior agreement dated August 15, 2000, as amended by the First Amended Joint Exercise of Powers Agreement dated as of April 22, 2005, and as amended by the Second Amended Joint Exercise of Powers Agreement dated as of June 6, 2008, and this Agreement.

### Board

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

### Calaveras Entities

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

Director

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

Mokelumne-Amador-Calaveras (MAC) Region

The MAC Region is the area recognized and approved by the California Department of Water Resources pursuant to the Regional Water Management Planning Act of 2002 (SB 1672).

Member Entity; Member Entities

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

Regional Water Management Group

A group of 3 or more local agencies with statutory authority of water management recognized and approved by the California Department of Water Resources. UMRWA is the approved RWMG for the Mokelumne-Amador-Calaveras (MAC) Region.

State

The term “State” means the State of California.

Upper Mokelumne River Watershed

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

Watershed Project and Water Supply Project

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

ARTICLE II  
PURPOSE

Section 2.1 General Purpose and Goal. This Agreement is made pursuant to the provisions of the Act relating to the joint exercise of powers common to public agencies. Each of the Member Entities possesses the common power referred to in the recitals hereof. This Agreement and the Authority established hereby shall have as goals; enhancing water supply, sustaining ecosystem health, improving wildfire fuels management, protecting water quality and the environment, and increasing the region’s resilience to climate change.

Section 2.2 Specific Purposes. This Agreement is entered into in order to exercise such common power, and the additional powers granted to the Authority under the Act, or under any other applicable law, for the purpose of effectuating the acquisition, operation and maintenance of any

Watershed Projects and/or Water Supply Projects undertaken pursuant hereto. Such purpose will be accomplished and the powers exercised in the manner herein set forth.

(a) The Authority serves as the Regional Water Management Group for the Mokelumne-Amador-Calaveras (MAC) Region as designated in 2009 by the Department of Water Resources pursuant to the Regional Water Management Planning Act of 2002. The MAC Region's Integrated Regional Water Management (IRWM) Plan was first adopted by the Authority in 2013.

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

### ARTICLE III MEMBER ENTITY INTERESTS, OPERATIONAL PRIORITIES

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

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

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

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

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

(e) Collectively, Member Entity mutual interests are: source water quality protection, forest fuels management, forest restoration, long term ecosystem health, and climate change resilience.

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



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

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

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

#### ARTICLE IV TERM

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

#### ARTICLE V THE AUTHORITY

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

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

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

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

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

### Section 5.3 Meetings of the Board.

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

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

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

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

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

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

### Section 5.4 Officers; Duties; Bonds.

(a) The officers of the Authority shall be the Chairperson and Vice-Chairperson of the Board, and the Secretary, Treasurer and Controller. The Chairperson and Vice-Chairperson of the Board shall be selected by the Board. The Secretary of EBMUD, or designee, is designated Secretary.

(b) The Treasurer of EBMUD is designated as Treasurer of the Authority and, as such, shall have the powers, duties and responsibilities specified in Section 6505.5 of the Act. Subject to the applicable provisions of any trust agreement, indenture or resolution providing for a trustee or other

fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all the money of the Authority, from whatever source, and shall be responsible for the investment of funds of the Authority.

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

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

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

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

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

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

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

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

Section 5.5 Advisory Committees. Committees may from time to time be established as the Board shall find appropriate, to be composed in the manner and number as deemed appropriate by the Board.

Section 5.6 Executive Officer. An Executive Officer shall be appointed by the Board which Executive Officer shall serve at the pleasure of the Board.

## ARTICLE VI POWERS

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

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

(a) To exercise jointly the common powers of its Member Entities in studying, planning and implementing water and watershed projects benefiting the inhabitants and customers of the respective Member Entities, including projects located outside the Upper Mokelumne River watershed that the Board may determine are consistent with UMRWA's goals and further its purposes and interests.

(b) To make and enter contracts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ARTICLE VII FINANCIAL PROVISIONS

### Section 7.1 Accounts and Reports.

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

(b) So long as required by Section 6505 of the Act, the Controller of the Authority shall either make, or contract with a certified public accountant or public accountant to make, an annual audit of the accounts and records of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State and shall conform to generally accepted auditing standards. When such an audit of an account and records is made by a certified public accountant or public accountant, a report thereof shall be filed as a public record with each of the Member Entities, and, if required by Section 6505 of the Act, with the County Auditor/Controller of the County of Alameda. Each such report shall be filed within 12 months of the end of the fiscal year or fiscal years under examination.

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

### Section 7.3 Budgets and Payments.

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

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

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

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

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

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

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

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

#### Section 7.4 Payments in Lieu of Property Taxes.

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

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

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

(d) Improvements to property acquired by the Authority within the boundaries of the Authority or a Member Entity which would, except, for their location, be taxable pursuant to said Article 13 Section 11 shall be similarly subject to "in lieu" payments to the County where the

improvements or additional property is located based on their cash value when constructed or acquired by the Authority.

## ARTICLE VIII BREACH

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

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

## ARTICLE IX RELATIONSHIP OF AUTHORITY AND ITS MEMBER ENTITIES

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

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

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

Section 9.4 Termination of a Member Entity's Participation in the Authority. Any Member Entity may withdraw from this Agreement by giving written notice of its election to do so, which notice shall be given to the Board and to each of the other Member Entities; provided, however, that any Member Entity so withdrawing shall waive, forfeit, and relinquish any claim or right to any funds or other property, rights, or interests of the Authority; and provided, further, that withdrawal by a Member Entity shall not terminate, or relieve the withdrawing Member Entity from, any express contractual duty to the Authority or to another Member Entity set forth in a written contract different from this Agreement.

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



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

## ARTICLE X AMENDMENT OF AGREEMENT

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

## ARTICLE XI MISCELLANEOUS

### Section 11.1 Agreement Not Exclusive.

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

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

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

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

Section 11.4 Successors; Assignment; No Third Party Beneficiaries. This Agreement shall be binding upon and shall inure to the benefit of the successors of the Member Entities. Except to the extent expressly provided herein, no Member Entity may assign any right or obligation hereunder without the consent of the other Member Entities. This Agreement is not intended to create rights or obligations for any third parties, except for Associate Members that execute an associate member agreement with the Authority.

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

Section 11.6 Notices. Any notice authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given: (i) if sent by mail, postage prepaid, on the

date that such mail is received, (ii) if delivered in person or by courier, on the date it is delivered, or (iii) if sent by facsimile transmission, on the date that transmission is received by a responsible employee of the recipient in legible form. Notices shall be sent to the following addresses or facsimile numbers, or to such changed addresses or facsimile numbers as are communicated to the Authority and the Member Entities in writing:

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

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

Amador Water Agency  
12800 Ridge Road  
Sutter Creek, CA 95685  
Telephone Number: (209) 257-5245

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

Calaveras County Water District  
120 Toma Court  
San Andreas, CA 95249  
Telephone Number: (209) 754-3543

Calaveras Public Utility District  
506 West St. Charles Street  
San Andreas, CA 95249  
Telephone Number: (209) 794-9442

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

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

Upper Mokelumne River Watershed Authority  
Authority Secretary  
15083 Camanche Parkway South  
Valley Springs, CA 95252  
Telephone Number: (209) 772-8261

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

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

ALPINE COUNTY, a political subdivision of the  
State of California

ALPINE COUNTY WATER AGENCY, a  
California utility water agency

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

AMADOR COUNTY, a political subdivision of  
the State of California

AMADOR WATER AGENCY, a California  
water agency

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CALAVERAS COUNTY, a political subdivision  
of the State of California

CALAVERAS COUNTY WATER DISTRICT, a  
California water district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

CALAVERAS PUBLIC UTILITY DISTRICT, a  
California public utilities district

EAST BAY MUNICIPAL UTILITY DISTRICT,  
a California municipal utility district

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(signatures continued on following page)*

JACKSON VALLEY IRRIGATION DISTRICT,  
a California irrigation district

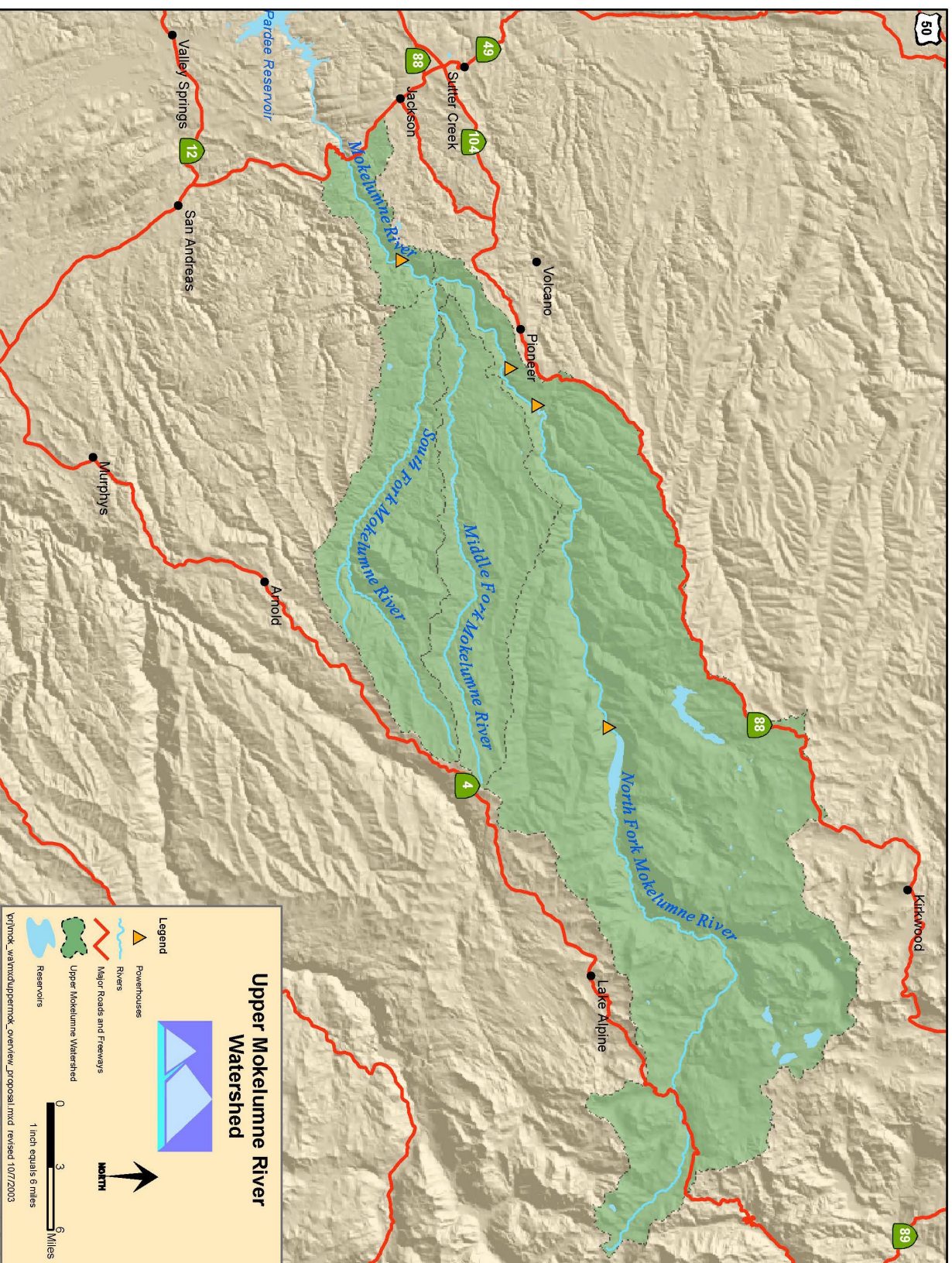
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPENDIX A

UPPER MOKELUMNE RIVER WATERSHED MAP



## **APPENDIX B**

### **NON-EXCLUSIVE LIST OF POTENTIAL WATERSHED PROJECTS AND WATER SUPPLY PROJECTS**

Watershed and Water Supply Projects shall include, but not be limited to, projects or programs such as the following:

#### Watershed Restoration

- erosion control and prevention projects
- removal of defunct diversion structures
- remediation of point source pollution
- repair or removal of substandard forest roads
- habitat restoration for riparian-dependent wildlife species
- culvert upgrades

#### Watershed Assessment

- watershed management studies (silt reduction and erosion control)
- water quality monitoring
- landslide risk monitoring and mitigation
- channel dynamics investigation-sediment transport and spawning
- gravel relocation

#### Acquisition of Critical Watershed Lands

- fee simple purchase
- conservation easements

#### Public Education

- watershed education programs
- a water education center

#### Wildfire Fuels Management and Forest Health

- fire hazard assessment and mitigation plan
- ecologically sound fire prevention projects
- creation of strategic fire breaks

#### Water Conservation Projects

#### Recreational Activities

#### Water Supply Projects

- Groundwater banking/ conjunctive use projects
- Raise Lower Bear Project
- Raise Upper Bear Project

#### Regional Water Supply Planning

## APPENDIX C

### WATERSHED RESTORATION PRINCIPLES AND PRINCIPLES OF WATERSHED COMMUNITY INVOLVEMENT

#### *PRINCIPLES OF WATERSHED RESTORATION*

- a) Restoration must be consistent with watershed level assessment, analysis and evaluation; restoration includes protection of existing healthy conditions,
- b) Restoration should assure the preservation of existing healthy conditions by removing known threats and protecting from future threats,
- c) Restoration must include eliminating continuing causes of watershed degradation,
- d) Restoration should be staged, moving outward and downward generally from the top of the watershed, from core healthy or restored areas; exceptions are limited to work designed to link core healthy areas,
- e) Restoration projects should be prioritized within each watershed for effectiveness on the basis of maximum ecological benefit and on the benefits to sustainable local community economics and/or revitalization,
- f) Restoration and stewardship decisions should be based on explicit objectives and benchmarks from an approved Watershed Restoration Strategic Plan,
- g) Restoration that alters environments should give highest priority to project results that use natural processes,
- h) Progress of restoration must be effectively monitored, using explicit objectives and benchmarks, in order to evaluate ongoing restoration and stewardship efforts,
- i) Restoration plans and/or projects must not sacrifice one ecosystem for another,
- j) Restoration must be accomplished consistent with existing applicable environmental laws.

#### *PRINCIPLES OF WATERSHED COMMUNITY INVOLVEMENT*

- a) Watershed strategic, annual and project planning must be open, public and involve communities in the watershed,
- b) Community involvement must include a comprehensive and inclusive public education component,
- c) Watershed restoration and stewardship should reflect a strong component of sustainable local economics and/or revitalization of local communities implementing projects,
- d) Advisory and/or oversight committees must include members residing in the watershed,

- e) Watershed groups/JPAs administering restoration projects must deposit restoration funds in institutions that actively invest in local communities and economic revitalization within the Council's jurisdiction,
- f) Watershed groups must adopt restoration strategies, and plans of action, that enhance and create local job and contracting opportunities,
- g) Watershed policy, restoration and stewardship plans and projects must be consistent with principles and standards established by this Act.