



Upper Mokelumne River Watershed Authority

Supplemental April 24, 2015 Agenda Materials Packet

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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 460010069
Amendment 1**

**State of California
Natural Resources Agency
Department of Water Resources**

**Agreement Between The State of California
Department of Water Resources and
the Upper Mokelumne River Watershed Authority
Under the Integrated Regional Water Management Program**

The following modifications shall be made:

Term of Grant Agreement and Exhibit B, Project Schedule

1. Paragraph 2, Term of Agreement – Change the presently specified termination date of June 15, 2015 to October 15, 2015.
2. Exhibit B, Project Schedule – Change Task 10 end date to 10/15/15 , as described in the attached replacement pages which are to replace original grant agreement pages as follows:

<u>Replacement Page</u>	replaces	<u>Original Page</u>
1		1
19		19

All other terms and conditions of the agreement will remain the same.

IN WITNESS WHEREOF, this Amendment has been executed by the parties hereto:

STATE OF CALIFORNIA,
DEPARTMENT OF WATER RESOURCES

UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY

Tracie L. Billington, P.E., Chief
Financial Assistance Branch

Rob Alcott
Executive Officer

Date: _____

Date: _____

Approved as to legal form and sufficiency

Spencer Kenner, Assistant Chief Counsel
Office of Chief Counsel

Date: _____

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, AGREEMENT NO. 4600010069
INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) PLANNING CALIFORNIA PUBLIC RESOURCES CODE §75026 ET SEQ.**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, hereinafter called "State," and the Upper Mokelumne River Watershed Authority (UMRWA), a local agency, hereinafter called "Grantee," which parties do hereby agree as follows:

1. PURPOSE. State shall provide a grant from the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 to Grantee for the purpose of developing or completing a new, or updating an existing IRWM plan, or to develop, complete, or modify a component of an IRWM plan so that the IRWM plan meets the IRWM Plan standards set forth in the IRWM Program Guidelines dated August 2010.
2. TERM OF AGREEMENT. The term of this Grant Agreement begins on the date this Grant Agreement is executed by State, and terminates on ~~June-October~~ 15, 2015, or when all of the Parties' obligations under this Grant Agreement have been fully satisfied, whichever occurs earlier. Execution date is the date the State signs this Grant Agreement.
3. GRANT AMOUNT. The maximum amount payable under this Grant Agreement shall not exceed \$878,605. Of this grant amount, not less than \$34,835 shall be expended to facilitate and support the participation of disadvantaged communities in the IRWM planning effort funded by this Grant Agreement.
4. GRANTEE COST SHARE. The reasonable costs of the project are estimated to be \$1,258,770. Grantee agrees to be responsible for the difference between the estimate of project cost and the Grant Amount specified in Paragraph 3, Grantee shall provide a funding match in the amount of at least 25% of the total project cost. Grantee cost share is estimated to be \$380,165. Grantee's funding match may include in-kind services that are part of Exhibit A, Project Work Plan, and performed after **September 30, 2008.**
5. GRANTEE'S RESPONSIBILITIES. Grantee shall faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A, Project Work Plan and in accordance with Exhibit B, Project Schedule, and Exhibit C, Project Budget. Grantee shall comply with all of the terms and conditions of this Grant Agreement and with Chapter 2 (commencing with Section 75026 *et seq.*) of the California Public Resources Code (PRC).
6. BASIC CONDITIONS. State shall have no obligation to disburse money for a project under this Grant Agreement unless and until Grantee has satisfied for such project the State's requirements for disbursement in accordance with the IRWM Guidelines and Planning Grant PSP which include:
 - a. Grantee demonstrates the availability of sufficient funds to complete the project.
 - b. Grantee shall furnish a copy of permits, licenses, and approvals required in performing its obligations under this Grant Agreement.
 - c. Work that is subject to the California Environmental Quality Act (CEQA) shall not proceed under this Grant Agreement until documents that satisfy the CEQA process are received by the State and State has completed its CEQA compliance responsibilities. Work that is subject to a CEQA document shall not proceed until and unless approved by the State's Project Manager. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the project or to require changes, alterations or other mitigation.
 - d. Grantee performs tribal notifications per PRC§75102.
 - e. Grantee performs Surface Water Diversion Reporting as required by Water Code sections 5101 and 5103.

EXHIBIT B
PROJECT SCHEDULE

WORK TASKS	Start Date	End Date
TASK 1: Program Meetings and Coordination	8/1/11	5/29/15
TASK 2: Program Development Process	8/2/13	10/24/13
TASK 3: Program Assessment Parameters and Measures	10/25/13	1/2/14
TASK 4: Water Supply Availability Analysis	10/1/08	7/3/14
TASK 5: Develop and Assess Mokelumne WISE Program Alternatives	7/4/14	11/6/14
TASK 6: Opportunities and Constraints Analysis	11/7/14	3/19/15
TASK 7: Select Preferred Program Alternative	3/20/15	4/16/15
TASK 8: Public and DAC Outreach	6/18/13	4/22/15
TASK 9: Implementation Plan and IRWM Plan Integration	4/17/15	6/11/15
TASK 10: Grant Administration	1/1/13	10/6 /15/15

FIRST AMENDMENT TO AGREEMENT FOR SERVICES
FOR
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS FIRST AMENDMENT TO THE AGREEMENT FOR SERVICES (“Agreement”) is made as of April 24, 2015 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 ECOTECH SERVICES INC., a California corporation (“Contractor”).

RECITALS

A. AUTHORITY and CONTRACTOR executed an agreement (the “Original Agreement”) dated January 23, 2015, whereby CONTRACTOR agreed to provide professional services to develop and implement a residential water conservation program called the Vintage Home Retrofit Program.

B. AUTHORITY and CONTRACTOR desire to modify the Original Agreement as set forth in this First Amendment.

C. AUTHORITY BOARD OF DIRECTORS authorized this amendment and the Executive Officer’s execution thereof at its April 24, 2015 regular meeting.

NOW, THEREFOR, the parties agree as follows:

1. Contractor shall perform the services as described in the Scope of Work (Exhibit A).
2. Compensation for completion of the Work shall be paid in accordance with the Budget (Exhibit B), and the total for completion of the Work described in this First Amendment shall not exceed \$190,000.
3. Except as set forth in this Amendment, the Original Agreement shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first set forth above.

UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY

CONTRACTOR

Rob Alcott, Executive Officer

Marcos Quezada, President

Date: _____

Date: _____

Scope of Work

Task 1: Program Development Report: Prepare a draft report that describes all the elements of the proposed rebate program, including a notification and outreach plan, the homeowner application and review process, eligibility determination procedure, qualified plumber contact list, Program implementation schedule, a process and procedure to verify that qualified low-flow toilets and showerheads were actually installed (assume actual inspection of up to 10% of participating homes), and contact information for the Project Manager and other key Program individuals. The draft Program Development Report should also include an Excel file designed to track customer participation and progress, examples of marketing information to be used to solicit homeowner participation, and a homeowner application form. Following review and comment by UMRWA, the approved Program Development Report will be finalized by the Contractor who will provide an electronic copy of the report to UMRWA.

Task 2: Implementation of Program Development Report: Contractor shall implement the tasks as provided in the Program Development Report developed under Task 1, copy attached.

2a - Marketing and Signage: Perform the Notification and Outreach tasks described in the Program Development Report. These include developing a custom website, program flyers or bill inserts, and large banner signs, the Participation Agreement.

2b – Program Implementation: Implement the Application and Review Process as described in the Program Development Report, including all elements of the voucher program and monthly program reporting.

2c – Verification Process: Conduct the Verification Process described in the Program Development Report by verifying installation of new water-efficient products in 10% of participating households.

2d – Completion Report: Prepare a Completion Report which provides a summary description of the Program, information and data regarding the numbers of participating homes, replaced fixtures, an accounting of awarded conservation fixtures, verification process results, budget and expense summary, and other relevant information.

Schedule

Task No. and Name	Date to be Completed
Task 1 – Program Development Report	April 1, 2015
Task 2a – Marketing and Signage	May 31, 2015
Task 2b – Program Implementation	October 31, 2015
Task 2c – Verification Process	November 30, 2015
Task 2d – Completion Report	December 31, 2015

Program Development Report

By EcoTech Services, Inc. – April 2015

Introduction

This Program is one component within a larger project titled Camanche Area Regional Water Supply Project, which aims at providing a sufficient and reliable drinking water supply to the three Camanche area communities. The Vintage Home Retrofit Program will target the replacement of inefficient water fixtures, including toilets and showerheads, for approximately 550 homes. The three communities targeted under this Program include Lake Camanche Village, Camanche North Shore, and Camanche South Shore.

The Upper Mokelumne River Watershed Authority (UMRWA) selected EcoTech Services, Inc. (EcoTech) as the Program Administrator for the implementation of the Vintage Home Retrofit Program (Program). An Agreement between the two parties was executed on January 23, 2015. The Agreement shall terminate upon successful completion of the Program, or on December 31, 2015. Program Administrator contact information is below.

Program Administrator

EcoTech Services, Inc.
2143 S. Myrtle Ave
Monrovia, CA 91016
Office (626) 335-1500

Project Manager, Marcos Quezada

E-mail: mquezada@ecotechservices.net
Cell Phone: (626) 833-1123

Project Supervisor, David Plascencia

E-mail: dplascencia@ecotechservices.net
Cell Phone: (909) 973-6745

Customer Service Supervisor, Nayeli Mizoo

E-mail: nmizoo@ecotechservices.net
Cell Phone: (626) 224-2538

EcoTech staff (Project Manager and Supervisor) conducted an in-depth evaluation of the three communities targeted by the Program. The initial site evaluation took place in February of 2015. EcoTech staff personally met with staff from Amador Water Agency, as well as management staff from the Camanche North and South Shore communities. In addition, EcoTech staff analyzed the Lake Camanche Village and serviced an active member and resident of that community. This Program Development Report is presented as a result of EcoTech's initial evaluation of the Program, the targeted communities, and input from UMRWA's Executive Officer, Rob Alcott.

This Program Development Report includes the following components:

1. [Proposed Voucher Program](#)
2. [Notification & Outreach Plan](#)
3. [Application & Review Process](#)
4. [Program Implementation Schedule](#)
5. [Installation Verification](#)
6. [Qualified Plumber List](#)
7. [Excel Report Sample](#)
8. [Marketing Samples](#)

Proposed Voucher Program

We propose that Vintage Home Retrofit Program be implemented as a voucher program. In the voucher program format, EcoTech is responsible for purchasing water-efficient fixtures (toilets and showerheads) and making them available to program participants at a local plumbing supply store. Program participants would go through a pre-qualification process and if approved, applicants would then be asked to pick-up the new fixtures at the plumbing supply store. This helps program participants by not requiring them to pay for product “out-of-pocket” and wait for reimbursement. A detailed step-by-step process of the proposed plan is found in the following sections of this report. The fee schedule for services and products is also included as part of this Program Development Report.

Notification & Outreach Plan

EcoTech will use a variety of outreach methods to market the Program. The various notification and outreach materials will be customized to the specific community targeted. We will work with staff from Amador Water Agency (for Lake Camanche Village) and management staff from the Camanche North and South Shore communities to implement a customized marketing plan. The following section describes the marketing methods initially discussed and tentatively approved.

EcoTech will create and utilize the following marketing media and materials:

1. [Program flyer](#)
2. [Bill stuffer](#)
3. [Website](#)
4. [Large banner signs](#)

All marketing media and materials shall be approved by UMRWA’s Executive Director before any posting, printing, or distributing takes place.

EcoTech has a toll-free number already established to use in marketing materials. EcoTech shall also develop a website to be used specifically for the Vintage Home Retrofit Program. The website shall have a registration page for customers to register for the Program. The

registration page shall be linked to EcoTech's customer service department for processing.

The initial website development and maintenance are part of the Program, however, we recommend developing a website that will continue delivering the water conservation message long after the end of the Program. This will allow for an easy transition or start of new water conservation campaigns in the future. EcoTech may assist UMRWA with ongoing posting and maintenance of the website. EcoTech may provide a reasonable cost estimate for monthly ongoing website management after completion of the program. This package may also include an option for the toll free phone line and ongoing customer service.

Marketing Plan for Lake Camanche Village

Amador Water Agency (AWA) has agreed to include a flyer or bill stuffer on water bills going to Lake Camanche Village service area. EcoTech shall provide the marketing flyer in electronic file (PDF format) to AWA for printing. Alternately, EcoTech may also provide the flyer or bill stuffer to AWA already printed.

AWA has agreed to provide a list of service accounts to EcoTech in order to allow EcoTech staff to pre-qualify potential program participants as they call or log in to sign up for the program. EcoTech customer service staff shall be properly trained to assist program participants in all aspects of the program. EcoTech customer service staff shall cross-reference the information provided by each applicant to the pre-qualified list of accounts and determine eligibility.

EcoTech staff shall communicate with AWA staff to inform them of ongoing response to marketing materials and participation levels. Multiple marketing campaigns or mailers may be needed throughout the Program in order to reach the participation levels desired.

EcoTech shall post large signage advertising the Program at the main entrance to the Lake Camanche Village community. EcoTech shall also provide program information to the community association, which hosts regular meetings to discuss community issues. In addition, the community association (LCVOA) Treasurer, Ms. Vera Ferguson, has indicated that program information can be included in the community's newsletter.

Marketing Plan for Camanche North & South Shore Communities

EcoTech shall request a list of addresses from the management staff (concessionaire rep) for the Camanche North & South Shore Communities. The list of addresses will help EcoTech staff determine eligibility as applicants call to register for the Program. The list of addresses is not an absolute requirement, but it is strongly recommended. This will help in avoiding the potential of providing vouchers to people outside of the intended service area.

EcoTech staff shall post a large sign at the entrance to each of the two communities (North & South) to announce the Program to residents.

EcoTech's Project Manager and Supervisor met with the management staff currently in charge of overseeing the maintenance of the public areas and overseeing the mobile home parks at the North and South Shore communities. Management staff has agreed to assist in the distribution of program flyers to residents. EcoTech shall provide printed copies of the program flyer to the management staff for distribution.

Application & Review Process

Interested applicants shall be given the option to register for the program by calling a toll-free line provided by EcoTech. The toll-free line is directed to EcoTech's customer service department. Interested applicants shall also be given the option of registering for the program online at the website developed and maintained by EcoTech.

A call script shall be provided to all customer service staff, which will include all program guidelines and details. The website will also include and explain program guidelines and the participation process.

Each applicant shall be provided with a confirmation number once customer service staff has determined the applicant's eligibility to participate. The confirmation number shall be used as the voucher code when customers pick up new water-efficient products from the local plumbing store.

The Vintage Home Retrofit Program shall provide up to two (2) water-efficient fixtures per household (maximum two toilets and maximum two showerheads). The accepted industry practice is to provide no more than two fixtures per household to achieve the most effective cost to savings ratio.

EcoTech shall purchase water-efficient products from a local plumbing supply store in Jackson, CA. EcoTech shall provide participants with the address and contact information for the plumbing store where product shall be held and reserved specifically for participants of this program. EcoTech shall provide a list of the pre-qualified addresses along with the respective confirmation number to the plumbing distributor. The list will also specify the quantity of toilets each customer or address is eligible to receive. The voucher information provided by participants must match the voucher list provided to the plumbing distributor by EcoTech.

The plumbing distributor shall complete a short product release form and ask program participants to sign and date when they pick up their new product. EcoTech shall develop and print the product release form (in carbon copy triplicate form) and provide it to the plumbing distributor. The plumbing distributor has been notified of the need for their staff to process a form that is required by the program. The plumbing distributor shall provide EcoTech with a list of participants and copies of completed and signed release forms.

The plumbing distributor shall invoice EcoTech for product distributed or picked up by participants. The invoice shall include copies of the signed release forms, which serve as the

back-up documentation to each invoice. EcoTech shall prepare a report to present to UMRWA to show participation activity. The report to UMRWA will also include the corresponding invoice, broken down by the number and type of fixtures distributed.

One optional step in the process is the possible review of applications by staff at AWA and EBMUD. The application review step by agency personnel is optional. We believe this step may extend the program timeline, which may not favor the need for an expedited and streamlined program process. Nonetheless, the application review by agency personnel is hereby presented.

Installation Verification

EcoTech shall implement a verification process to verify that qualified water-efficient fixtures were installed in the intended addresses. Verification of all program participants will be a major challenge. Verification involves scheduling a site visit and conducting an installation inspection (in person) of the toilets and showerheads initially picked up.

EcoTech shall inspect/verify ten percent (10%) of participating homes. This verification level provides a good basis for evaluating compliance by participants. Sites shall be randomly selected from the entire participation list; however, there will be a need to ensure that a proportional number of homes are inspected per community targeted.

Leak detection is one of the components of the Vintage Home Retrofit Program. EcoTech staff shall inspect for any visible water leaks during the installation verification site visit. Representatives shall inspect and notate any water leaks on the program form.

The release form that was used during product pick-up shall be used again to carry out installation verifications. Participants initially agree to the terms and conditions when they sign and date the release form. One of the program conditions is allowing an agency representative to conduct on-site installation verification. The installation verification shall be under an "Office Use Only" section at the bottom of the release form.

The results of the installation verification shall be presented to UMRWA on the final program report. If during the verification process it appears that installations are not taking place at the rate initially planned, EcoTech's Project Manager shall promptly notify UMRWA's Executive Director.

EcoTech proposes to utilize a tactic to motivate or entice participants to follow-through with the installation of the water-efficient fixtures. The tactic involves including a condition on the release form that allows the water purveyor to charge a fixed amount on the participants' water bill if the products are not installed. This has proven to work effectively in the past. The dollar amount is usually equivalent to the cost the agency pays for the product and service fees, which are typically between \$200 and \$250 per toilet. Again, this is only a tactic. Water purveyors will not be asked to commit to adding penalties on the water bill. However, we will

request their approval for adding the language on the participation agreement (release form).

Participants will also be given the option of returning new product if they decide not to continue with their participation in the program. EcoTech and the plumbing supplier will only accept the return of new product (not used).

Program Implementation Schedule

The program timeline below provides an estimated schedule for the implementation and completion of important project tasks and contract deliverables.

Task	Description	Timeline
1. Program Development Report	Report to describe all elements of voucher program, including Excel file to track participation.	Completed by April 1, 2015
2. Marketing & Signage	The notification and outreach plan includes developing a custom website, program flyers or bill inserts, and large banner signs. This task also includes developing the Participation Agreement (product release form).	Completed by May 1, 2015
3. Program Implementation	Implement the program following the plan contained in this Program Development Report, including all elements of the voucher program and monthly program reporting.	From May 1, 2015 through October 31, 2015
4. Verification Process	Verify installation of new water-efficient products on 10% of participating households.	During November 2015
5. Completion Report	Prepare summary description of the Program, participation data, replaced fixtures, budget summary, verification process results, and other relevant information.	Completed by December 31, 2015

EXHIBIT B**Budget**

Grant funding will support the entire cost for this program. The total available funding for the VHR Program is \$190,000. This sum must fund the Contractor's fees and eligible direct project costs including purchase of water-efficient fixtures. State grant rules limit mark-ups of eligible direct costs to 10%.

Task	Description	Fee
1	Program Development Report	
1	Prepare and finalize the Program Development Report <u>Billing rates:</u> Project Manager - \$75.00 per hour Project Supervisor - \$50.00 per hour	\$ 5,000
2	Implementation of Program Development Report	
2a	Marketing and Signage (\$4,000 lump sum) Printing & Reproduction (Cost plus 10%)	\$ 6,000
2b	Project Management (\$1,500/month) Voucher Processing per Customer (\$60 each) Purchase of approved water-efficient fixtures (toilets and showerheads)	\$170,000
2c	Verification Process (Inspect 10% of participating homes at \$75 per inspection)	\$ 4,000
2d	Completion Report	\$ 5,000
	TOTAL =	\$190,000

CONSULTING SERVICES AGREEMENT

2015 Round 3 Implementation Grant Application

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of April 24, 2015 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and RMC WATER AND ENVIRONMENT, a California corporation (the “Contractor”).

RECITALS

A. Authority desires to obtain professional assistance to prepare and submit a Proposition 84 grant application on behalf of the Authority and its members.

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

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

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

1. SERVICES TO BE RENDERED BY CONTRACTOR.

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

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 specified in conformance with the Proposition 84 Drought Solicitation Proposal Solicitation Package and related grant application rules and schedule.

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, 2016. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. Every two months Contractor shall submit bimonthly invoices indicating hours of work expended and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to Rob Alcott at robalcott@aol.com. 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 \$49,907 as set forth in Exhibit A, Scope of Work 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 contractors liability.

10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.

10.1.3 Professional Liability – In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per occurrence.

10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 days prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.

10.3 Certificates of insurance must include the following provisions:

10.3.1 The insurer will not cancel the insurance coverage without 30 day prior written notice to the Authority; and

10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers' compensation and professional liability.

10.4 Contractor's commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

12. OWNERSHIP OF DOCUMENTS.

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

12.2 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, models, computer files, software, and other

documents prepared or caused to be prepared by Contractor or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of Authority if requested by Authority. Authority is licensed to utilize these documents for Authority applications on other projects or extensions of this project, at its own risk. Contractor and its subcontractors may retain and use copies of such documents, with written approval of Authority.

13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.

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

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

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

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

With a copy to:

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

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

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

Accordingly, prior to the Authority's engagement of Contractor to perform said additional work, the Member and Contractor shall negotiate the scope of work to be performed by the Contractor and Member shall file with the Authority a written commitment to fully reimburse Authority for the additional agreed-upon work. Authority shall be invoiced by the Contractor for the additional work performed by Contractor and shall directly compensate the Contractor for such work.

25. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority's representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor's sources are incorrect.
26. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, bi-monthly invoices for work performed and expenses incurred during the preceding two-month period. With each invoice the Contractor will submit a Progress Report which indicates the budget status of each task and subtask, and describes for each individual who performed work the tasks performed and the date and time spent on each task during the billing period. No retention shall be required. Payment for all undisputed charges shall be made by the Authority within 45 days of receipt of the invoice. Disputed charges, along with supporting documentation which demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 45 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.

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

UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY

CONTRACTOR:
RMC WATER AND ENVIRONMENT, a
California corporation

BY: _____
Rob Alcott, Executive Officer

BY: _____
Executive Vice President

Federal Tax I.D. No.: 943295096

EXHIBIT A - Scope and Budget/Fee



Upper Mokelumne River Watershed Authority Round 3 Implementation Grant Application 2015

Task No	Task Description	Lead	Labor				Total Labor Hours	Total Labor Costs (1)	ODCs	Total ODCs (2)	Total Fee
			David Richardson	Alyson Watson	Dawn	Admin.					
			PIF	PM	PF	Graphics					
			\$295	\$295	\$199	\$118					
1	Project List										
	Review candidate project descriptions and related project documentation, and determine what additional information is necessary to complete grant application. Assumes 1 one-hour project kickoff meeting to distribute and discuss project information requests and additional information needed.	RMC		4	12		16	\$3,568	\$200	\$220	\$3,788
	Subtotal Task 1:		0	4	12	0	16	\$3,568	\$200	\$220	\$3,788
2	Application Development and Submittal										
	Attachment 1 - AUTHORIZATION and ELIGIBILITY REQUIREMENTS. UMRWA to provide a resolution adopted by the UMRWA Board designating an authorized representative to submit the application and execute an agreement with the State of California for an IRWM Implementation Grant. UMRWA to provide authorizing documentation and eligible applicant documentation. RMC to demonstrate the MAC Region and the projects included in the application are eligible by compiling the following information provided by UMRWA and project proponents: <ul style="list-style-type: none"> • Authorizing Documentation • Eligible Applicant Documentation • Adopted IRWM Plan and Proof of Formal Adoption • Project Consistency with an Adopted IRWM Plan • Urban Water Management Compliance • Agricultural Water Management Compliance • Surface Water Diverter Compliance • Groundwater Management Compliance • CASGEM Compliance • Water Conservation Programs and Measures 	UMRWA/ RMC		2	6		8	\$1,784	\$200	\$220	\$2,004
2.1	Attachment 2 - PROJECT JUSTIFICATION. RMC will coordinate with UMRWA and the project proponents to obtain the following information for compilation into the application package: <ul style="list-style-type: none"> • Project description • Regional map and project map • Project physical benefits • Technical analysis of physical benefits claimed • Direct water-related benefit to a DAC • Cost effectiveness analysis • Project performance monitoring plan RMC will work with UMRWA and the project proponents to specifically identify and quantify two project benefits. RMC will facilitate 1 conference call to review these materials for technical viability or feasibility of achieving these benefits.	RMC		12	36		48	\$10,704	\$0	\$10,704	
2.2	Attachment 3 - WORK PLAN. RMC will provide UMRWA and the project proponents a Work Plan template to obtain the following information: <ul style="list-style-type: none"> • Summary description of the project and tasks necessary to complete the project. • Description of tasks necessary to complete each project. • Deliverables for the project. • Description of the permits required for each project and their status. • Information demonstrating the project is ready for implementation, including supporting studies, data and resources for the project RMC will review the tasks and subtasks in the draft Work Plan to ensure that they are consistent with those shown in the Budget and Schedule. RMC will review the Work Plan using scoring criteria listed in the PSP to ensure that each criterion is addressed, and provide feedback to UMRWA and the project proponents if criteria are not met.	RMC		8	18		26	\$5,942	\$0	\$5,942	
2.3	Attachment 4 - BUDGET. RMC will provide UMRWA and the project proponents a Budget template to obtain the following information: <ul style="list-style-type: none"> • Land costs, planning and design costs, environmental compliance and documentation costs, and construction costs shown by project tasks, or phase, and the contingency amount. • Supporting information for all costs • An explanation of the rationale used to determine the contingency percentage. • All sources of the funding match; eligible funding match amounts can include, subject to DWR approval, prior costs borne by the project proponent after January 1, 2011. • The amount of funding match applied to each task, eligible costs consists of those costs incurred after the date of the grant agreement is executed. • Any other State funds that will not come from Prop 84 Implementation grant. • Tasks that are completely supported by the funding match. RMC will develop a summary budget (roll-up) for the entire Proposal, based on the	RMC		6	16		22	\$4,954	\$0	\$4,954	
2.4	Attachment 5 - SCHEDULE. RMC will work with UMRWA and the project proponents to develop a Gantt chart schedule (in MS Project) for implementation of the Project showing the sequence and timing, including milestones for each task in the Work Plan. RMC will provide project proponents with a template to obtain the following schedule information: <ul style="list-style-type: none"> • Development of financing • Development of environmental documentation and CEQA/NEPA compliance • Project design and bid solicitation process • Acquisition of right-of-way, if required • Identification and acquisition of all necessary permits • Construction start and end dates including significant milestones • Implementation of any environmental mitigation or enhancement efforts • Construction administration • Project administration RMC will also develop descriptions for each project to explain how the schedule shown is realistic, reasonable, and accomplishable based on the state of project development. RMC will review the Schedule using scoring criteria listed in the PSP to ensure that each criterion is addressed, and provide feedback to UMRWA and project proponents if criteria are not met.	RMC		6	12		18	\$4,158	\$0	\$4,158	
2.5	Attachment 6 - PROGRAM PREFERENCES. RMC will develop a discussion on how the Proposal assists in meeting the Program Preferences. UMRWA will provide review and comment on the draft attachment, which will be finalized by RMC.	RMC		4	12		16	\$3,568	\$0	\$3,568	
2.6	Attachment 7 - DISADVANTAGED COMMUNITY ASSISTANCE. RMC will develop information for DWR to use to evaluate the application with regard to DAC program preference and waiver of funding match.	RMC		3	18		21	\$4,467	\$0	\$4,467	
2.7	APPLICATION COMPLETION and SUBMITTAL. RMC to compile the application, complete the online GRANTS questionnaire, and submit the application to DWR prior to the deadline. Assume one electronic copy will be submitted to DWR, and one hard copy and electronic copy will be submitted to UMRWA.	RMC	2	16	24		44	\$10,322	\$0	\$10,322	
2.8	Subtotal Task 2:		2	57	142	2	203	\$45,899	\$200	\$220	\$46,119
	TOTAL		2	61	154	2	219	\$49,467	\$400	\$440	\$49,907

1. The individual hourly rates include salary, overhead and profit.
 2. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
 3. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.
 4. This fee estimate assumes the grant application will contain 4 projects.

AMENDED IN ASSEMBLY APRIL 6, 2015

CALIFORNIA LEGISLATURE—2015–16 REGULAR SESSION

ASSEMBLY BILL

No. 142

Introduced by Assembly Member Bigelow
(Principal coauthor: Senator Berryhill)

January 12, 2015

An act to *amend Section 5093.56 of, and to add ~~Section~~ Sections 5093.548 and 5093.549* to, the Public Resources Code, relating to wild and scenic rivers.

LEGISLATIVE COUNSEL'S DIGEST

AB 142, as amended, Bigelow. Wild and scenic rivers: Mokelumne River.

(1) Existing law, the California Wild and Scenic Rivers Act, provides for a system of classification of those rivers or segments of rivers in the state that are designated as wild, scenic, or recreational rivers, for purposes of preserving the highest and most beneficial use of those rivers. The act requires the Secretary of the Natural Resources Agency to study and submit to the Governor and the Legislature a report that analyzes the suitability or nonsuitability for addition to the system of rivers or segments of rivers that are designated by the Legislature as potential additions to the system, and requires that each report contain specified information and recommendations with respect to the proposed designation.

This bill would require the secretary, in a report analyzing the ~~suitability~~ *suitability* or nonsuitability of a proposed designation of the Mokelumne River, its tributaries, or portions thereof as additions to the system, to consider the potential effects of the proposed designation on future water requirements, as specified, and the effects of climate

~~change:~~ *change on river values and water supply, and to consider other factors. The bill would include any portion of the Mokelumne River designated for potential addition within certain protections afforded to wild and scenic rivers during the study period and implementation of any recommendation to add the portion of the Mokelumne River to the system.*

The bill would also designate a specified portion of the Mokelumne River, or any segments of that portion, for potential addition to the system. The bill would require the secretary to submit a report pursuant to the above-described requirements to the Legislature and Governor no later than December 31, 2016 and would require the report to include a clear recommendation whether the Legislature should enact legislation to add the portion of the Mokelumne River, or any segments of that portion, to the system.

(2) The bill would declare that due to the unique geographical features of the Mokelumne River and its tributaries, a general statute within the meaning of specified provisions of the California Constitution cannot be made applicable and a special statute is necessary.

Vote: majority. Appropriation: no. Fiscal committee: yes.
 State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 5093.548 is added to the Public Resources
 2 Code, to read:
 3 5093.548. (a) Notwithstanding Section 5093.547, prior to the
 4 designation of the Mokelumne River, its tributaries, or portions
 5 thereof as additions to the system, the secretary shall study and
 6 submit to the Governor and the Legislature a report that analyzes
 7 the suitability or nonsuitability of the proposed designation. The
 8 suitability analysis contained in the report shall consider ~~the~~ *all of*
 9 *the following:*
 10 (1) *The potential effects of the proposed designation on the*
 11 *ability of public agencies and utilities within the Mokelumne River*
 12 *watershed to meet current and projected future water requirements*
 13 *through the development of new and more reliable water supplies*
 14 *from the Mokelumne River, and any River. When considering*
 15 *projected future water requirements, the secretary shall only*
 16 *consider feasible projects to meet foreseeable demands.*

1 (2) Any effects of climate change. The change on river values
2 and water supply.

3 (3) The instances when the secretary has determined pursuant
4 to Section 5093.55 that a water diversion facility may be
5 constructed on a river or segment of a river that is part of the
6 system.

7 (4) The instances when the State Water Resources Control Board
8 has approved an application to appropriate water from a river or
9 a segment of a river that is part of the system and what restrictions,
10 if any, were placed on the appropriation of water as a result of
11 the river or segment of a river's inclusion in the system.

12 (b) The report shall also include the information required in
13 subdivision (b) of Section 5093.547 and the secretary's
14 recommendations and proposals with respect to the proposed
15 designation.

16 (c) The report required for the portion of the Mokelumne River
17 designated for potential addition to the system pursuant to Section
18 5093.549 shall be submitted to the Legislature and Governor no
19 later than December 31, 2016, and shall include a clear
20 recommendation whether the Legislature should enact legislation
21 to add the portion or any segment of that portion of the Mokelumne
22 River to the system.

23 (d) The study undertaken by the secretary pursuant to
24 subdivision (a) shall provide for public input from a broad range
25 of stakeholders.

26 ~~(b)~~

27 (e) A report required to be submitted pursuant to subdivision
28 (a) shall be submitted in compliance with Section 9795 of the
29 Government Code.

30 (f) During the study period and implementation of any
31 recommendation to add segments to the system, no dam, reservoir,
32 diversion, or other water impoundment facility may be constructed
33 on any segment designated for study by the secretary as a potential
34 addition to the system unless the secretary determines that the
35 facility is needed to supply domestic water to the residents of the
36 county or counties through which the river and segment flows and
37 the secretary determines that the facility will not adversely affect
38 the free-flowing condition and natural character of the river and
39 segment. This subdivision shall not apply to, and shall not in any

1 way affect, Amador Water Agency’s water rights application
2 5647X03 pending before the State Water Resources Control Board.

3 SEC. 2. Section 5093.549 is added to the Public Resources
4 Code, to read:

5 5093.549. The portion of the Mokelumne River, or any segment
6 of that portion, located upstream from the upper extent of the
7 Pardee Reservoir at the elevation of not less than 580 feet above
8 mean sea level is hereby designated for potential addition to the
9 system.

10 SEC. 3. Section 5093.56 of the Public Resources Code is
11 amended to read:

12 5093.56. No department or agency of the state may assist or
13 cooperate, whether by loan, grant, license, or otherwise, with any
14 department or agency of the federal, state, or local government,
15 in the planning or construction of a dam, reservoir, diversion, or
16 other water impoundment facility that could have an adverse effect
17 on the free-flowing condition and natural character of the river
18 either of the following:

19 (a) The rivers and segments thereof designated in Section
20 5093.54 as included in the system.

21 (b) The portion of the Mokelumne River designated in Section
22 5093.549 for study by the secretary as a potential addition to the
23 system until after the study period and implementation of any
24 recommendations have been completed. This subdivision shall not
25 apply to, and shall not in any way affect, Amador Water Agency’s
26 water rights application 5647X03 pending before the State Water
27 Resources Control Board.

28 ~~SEC. 2.~~

29 SEC. 4. Due to the unique geographical features of the
30 Mokelumne River and its tributaries, the Legislature hereby finds
31 and declares that a general cannot be made applicable within the
32 measuring of Section 16 of Article IV of the California
33 Constitution. Therefore, the special legislation contained in Section
34 1 of this act is necessarily applicable to the Mokelumne River and
35 its tributaries.

O