



# Upper Mokelumne River Watershed Authority

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## UMRWA Regular Governing Board Meeting

### Agenda

Friday, July 22, 2016 – **1:30 p.m.**  
McLean Hall, Pardee Center, Valley Springs, CA 95252

#### ROLL CALL

#### PLEDGE OF ALLEGIANCE

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

#### AUTHORITY BUSINESS:

	<u>Recommended Action</u>
1. Regular Meeting Minutes of April 22, 2016	Approve by Motion
2. Plumas Corp. Presentation on Sierra Meadows Restoration	Discussion/Possible Action
3. Sierra Nevada Research Institute Hydrologic Monitoring Program	Discussion/Possible Action
4. Pumpkin Hollow Restoration Project SPA	Approve by Motion
5. Power Fire NEPA SPA	Approve by Motion
6. Status Updates on Implementation Grants	Discussion/Possible Action
7. Status of AB 142 Wild and Scenic Study	Discussion/Possible Action
8. Fiscal Year 2017 Budget	Approve by Motion
9. Executive Officer Agreement	Approve by Motion
10. Landmark Environmental Inc. Agreement	Approve by Motion
11. Treasurer's Report - Third Quarter FY 2016	Accept for Filing
12. Executive Officer Grant Funded Quarterly Report	Information/Discussion

#### BOARD MEMBER COMMENTS:

13. Board Member Comments

#### EXECUTIVE OFFICER REPORT:

14. Executive Officer's Oral Report (Mountain Counties DAC initiative)

#### ADJOURNMENT:

- Next Regular Board Meeting: October 7, 2016 at 10:00 a.m. (McLean Hall, Pardee Center)
- Next Board Advisory Committee Conference Call Meeting: September meeting cancelled

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



# Upper Mokelumne River Watershed Authority

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Agenda No: **1**

Meeting Date: July 22, 2016

Title:

Regular Meeting Minutes of April 22, 2016

Recommended Action:

Approve the regular meeting minutes of April 22, 2016.

Summary:

The summary minutes of the April 22, 2016 regular Governing Board meeting are attached for Board review and approval.

Friday, April 22, 2016 – 1:35 p.m.  
Governing Board  
Upper Mokelumne River Watershed Authority  
McLean Hall – Pardee Center – Valley Springs, CA

**Summary Minutes**

**ROLL CALL**

Vice-Chair Terry Woodrow, Richard Farrington, Charlie Moore, Chris Wright, Jeff Davidson, Hank Willy and Marguerite Young were present. Also present were Executive Officer Rob Alcott, Authority Counsel Gregory Gillott, Authority Secretary Lisa Stuart, and 27 visitors and presenters. Director Oneto arrived at 2:25.

**PUBLIC COMMENT** – Director Farrington spoke regarding DWR's Draft RFP on the Disadvantaged Community Involvement Grant opportunity for the Mountain Counties Region. He stated that there is \$1.3 million in available funds (from Proposition 1) for the Mountain Counties region and that Mountain Counties Water Resources Association has discussed formulating a proposal. Director Farrington will be providing links to related online information for the Secretary to forward to Board members.

**AUTHORITY BUSINESS**

**1. Minutes of January 22, 2016 Regular Meeting Minutes**

**Motion 08-16** to approve the minutes of the regular January 22, 2016 Governing Board meeting was made by Director Davidson, seconded by Director Farrington, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

**9. Presentation and Budget amendment to CSRC&D Agreement for the FY 2016 Watershed School Program (taken out of order due to attending students)**

It was determined that agenda item #9 should be moved up as the presentation accompanying the item included students who needed to return to their schools by the end of the school day.

The Board approved the FY 2016 agreement with the CSRC&D on January 22, 2016 and requested a presentation on the Watershed School Program from Mary Anne Garamendi. The CSRC&D subsequently requested the project budget be revised. Mary Anne and the Watershed Alive student youth group presented to the Board.

The EO recommended that the Board approve the budget amendment and authorize the Executive Officer to sign.

**Motion 09-16** to approve the budget amendment and authorize the Executive Officer to sign was made by Director Davidson, seconded by Director Moore, and carried by voice vote: Yea 7 – Nay 0 – Abstain 0.

**2. Sierra Nevada Conservancy - Mokelumne Avoided Cost Study**

Mr. Michael Pickard, SNC's Area Representative, made the requested presentation to provide an update on the status of activities following last year's completion of the

Mokelumne Avoided Cost Study and provided information on other potential SNC activities that may be of interest to UMRWA and its members.

Director Oneto arrived during Mr. Pickard's presentation, which increased the vote count for the meeting to 8.

### **3. Pumpkin Hollow Restoration Project Negative Declaration and Project Approval (Public Hearing)**

An Initial Study (IS) was prepared to address the Pumpkin Hollow Restoration Project's environmental impacts. As documented in the IS, it was determined the project could not have a significant impact on the environment and a Negative Declaration was prepared. A copy of the Initial Study and proposed Negative Declaration were provided separately.

UMRWA's CEQA review and documentation was provided to the Board and is consistent with the USFS's environmental review of the project under NEPA. The USFS's Hemlock Landscape Restoration Environmental Assessment was prepared in 2015 and Decision Notice/Finding of No Significant Impact issued in January 2016.

The EO gave a brief outline of the project before Vice-chair Woodrow opened the Public Hearing at 2:53 p.m. Katherine Evatt stated that the Amador-Calaveras Consensus Group (ACCG) was a proponent of the Pumpkin Hollow Project and the EO informed the Board that no public comment had been received to date. One member of the public requested a copy of budget and the EO said it would be presented to Board at their July meeting. The Public Hearing closed at: 2:59 p.m.

The EO is recommending that the Board:

- (1) Approve the Initial Study and adopt the Negative Declaration for the Pumpkin Hollow Restoration Project.
- (2) Authorize the filing of a Notice of Determination with Calaveras County.
- (3) Approve and authorize implementation of the Pumpkin Hollow Restoration Project conditioned upon SNC's award to UMRWA of the \$500,000 Healthy Watersheds grant and a Supplemental Project Agreement with the USFS.

**Motion 10-16** to approve the Initial Study and adopt the Negative Declaration, authorize the filing of a Notice of Determination with Calaveras County, and approve and authorize implementation of the project conditioned upon SNC's award to UMRWA of the \$500,000 Healthy Watersheds grant and a Supplemental Project Agreement with the USFS was made by Director Davidson, seconded by Director Moore, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

### **4. USFS Master Stewardship Agreement and Related Topics**

On January 22, the Board authorized staff to work with the USFS to finalize the Master Stewardship Agreement, explore the Supplemental Project Agreement for the Pumpkin Hollow Restoration Project, and begin developing a Pumpkin Hollow work plan. Additionally, staff identified a potential source of grant funding to enhance UMRWA's staff capacity. These topics were presented and discussed in this agenda item. The EO will come back to the Board at its July meeting with a procurement recommendation since UMRWA, as a JPA, has to pick and follow only one of the member agencies' policies.

The EO recommended that the Board approve the Master Stewardship Agreement and authorize Director Woodrow to sign it as UMRWA's representative on May 18, 2016.

**Motion 11-16** to approve the Master Stewardship Agreement and authorize Director and Vice-Chair Woodrow to sign was made by Director Farrington, seconded by Director Oneto, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **5. Status Updates on Implementation Grants**

The EO briefly discussed the Department of Water Resources (DWR's) response to questions regarding the state's evaluation of UMRWA's 2015 Round 3 Implementation Grant proposal.

## **6. Phase 2 Expansion of the Vintage Home Replacement Program**

The Vintage Home Replacement Program (VHR) is the toilet and showerhead replacement effort that initially targeted the DAC communities in the Camanche area as funded by UMRWA's Prop 84 Round 2 Implementation Grant. As of December 31st (the date ending the 'Phase 1' program) the program had resulted in the installation of 134 high efficiency toilets (24% of target) and 119 low water use showerheads (21% of target). Responding favorably to UMRWA's request, DWR has authorized a 'Phase 2' VHR program that will target other DAC communities that use Mokelumne River water supply in Amador County. An amendment to the EcoTech Services agreement (EcoTech is the firm that administers the program for UMRWA) provides for the Phase 2 effort was approved by the Board on January 22, 2016.

EcoTech has coordinated with potential program participants and has drafted a Phase 2 Program Development Report. The details of the finalized Phase 2 program will be shared with the Board at the July meeting.

## **7. Resolution Concerning AB 142 Cost Sharing Agreement**

AB 142 requires the Secretary of the California Natural Resources Agency to submit a report to the Legislature and Governor no later than December 31, 2017 to include a recommendation on the suitability or non-suitability for addition to the Wild and Scenic system of each of the designated segments of the Mokelumne River. The bill also requires the Secretary to enter into a cost-sharing agreement with the Upper Mokelumne River Watershed Authority that specifies the state and UMRWA each pay a portion of the cost of the report.

The cost-sharing provision in the bill provides that the state pay not more than 50 percent of the cost of the study and report, with the remaining cost to be paid by UMRWA. The UMRWA payment may consist of appropriated funds or a contribution of services.

At its April 24, 2015 meeting, the UMRWA Board unanimously approved Motion 09-15, which states: *Approve a conditional commitment of up to \$100,000 to support the study required by AB142 based on individual agency approval with the goal of having the state fund the entire amount.* UMRWA Members that subsequently pledged their pro-rated financial contribution to the study were AWA, CCWD, CPUD, JVID and EBMUD. The sum of those pledges totals approximately \$100,000.

**Motion 12-16** to approve Resolution No. 2016 - 2 regarding the AB 142 cost-sharing agreement with the California Natural Resources Agency was made by Director Moore, seconded by Director Young, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **8. Draft Proposed Fiscal Year 2017 UMRWA Budget**

In July 2011, the Board adopted an UMRWA Budget Policy and Procedure. The procedure sets out a budget development process and schedule.

A draft FY 2017 budget was presented by the EO. The EO also presented a general estimate of the Member Agency funding allocations, including estimates of in-kind services provided this fiscal year, estimates of the resulting Member Agency funding allocations and presented the associated assessment amounts.

The draft budget is organized to distinguish between the Authority's two primary revenue sources, Member Agency funding and grant funding. Accordingly, the Authority's work activities planned for FY 2017 are similarly organized. The EO discussed the planned work tasks for FY 2017.

The EO recommended that the Board endorse the draft FY 2017 UMRWA budget and authorize the EO to transmit the draft budget to Member Agencies for review and comment. Chris Wright reminded the EO that the Calaveras County BOD voted against supporting the AB142 study and Director Davidson offered to go to Calaveras BOD to readdress the financial support of the study.

**Motion 13-16** to endorse the draft FY 2017 UMRWA budget and authorize the EO to transmit the draft budget to Member Agencies for review and comment was made by Director Farrington, seconded by Director Willy, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

## **9. Presentation and Budget amendment to CSRCD Agreement for the FY 2016 Watershed School Program**

This item was presented (and is recorded above) before item #2 in order to allow students to leave immediately after the presentation.

## **10. Letter of Support - Mountain Counties and Biomass Facility Closures**

The Mountain Counties Water Resources Association and others are writing letters to Governor Brown to raise concern over the continued closure of biomass facilities in the state. With the limited options available for the disposal of wood biomass residuals, these facilities are important to the agricultural, forestry and recycling industries as an effective and efficient means for handling woody forestry, agricultural, and compost residuals. Continued closings could jeopardize the continued ability to effectively manage these resources.

Discussion focused on the MCWRA's letter being too broad and that an UMRWA letter in support of reviewing biomass facility closures should be more specific – especially in regards to Lone plant closure. Director Oneto recused himself for this discussion. The Board's consensus was to start broadly and conclude by citing Lone plant as a specific example of how forest fuel reduction could be better accomplished throughout the watershed.

The EO recommended that the Board approve the support letter as discussed.

**Motion 14-16** to approve the support letter was made by Director Farrington, seconded by Director Davidson, and carried by voice vote: Yea 7 – Nay 0 – Abstain 1 – (Director Oneto).

#### 11. Treasurer’s Report - Second Quarter FY 2016

The Treasurer’s Report for the Second Quarter of Fiscal Year 2016, which ended March 31, 2016, was presented to the Board.

**Motion 15-16** to accept the Treasurer’s Report for filing was made by Director Davidson, seconded by Director Wright, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

#### 12. Executive Officer Grant Funded Quarterly Report

The EO presented a quarterly report of invoices submitted the past quarter for the grant-funded projects.

**Board Member Comments:** Director Charlie Moore informed the Board of his resignation from CPUD and thus his end to representing CPUD on the UMRWA Board. The Board extended Mr. Moore a hearty thank you for his many years of service to the Authority. Director Farrington said that AWA has had two ribbon cuttings: the opening of a 6-mile gravity line and a backwash water recovery system to the Ione water treatment plant which will save about 50,000 gallons a day and \$105,000 per year. AWA has also applied for a permit to shift its water right from JVID (at Pardee) to a higher diversion to serve Upcountry service areas. Director Willy stated that JVID’s reservoir is full and they are running generators full time and they have recently incurred costs of \$30,000 each for two of three main breaks. Director Oneto stated that Amador County recently approved a grant to the City of Plymouth to fund research related to Shenandoah Valley water needs and that a draft EIR is out for comment for the Arroyo Ditch project.

**Executive Officer Comments** – The EO welcomed Director Marguerite Young of EBMUD who was attending her first UMRWA meeting.

**ADJOURNMENT:** Director Woodrow adjourned the meeting at 3:59 p.m. The next meeting will be July 22, 2016 at 1:30 p.m. at Pardee Center.

#### SUBMITTED BY:

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Lisa Stuart, Authority Secretary

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



# Upper Mokelumne River Watershed Authority

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Agenda No: **2**

Meeting Date: July 22, 2016

Title:

Plumas Corp. presentation on Sierra Meadows Restoration

Recommended Action:

Discussion/Possible Action

Summary:

This agenda item will be a presentation on Sierra meadows restoration by Jim Wilcox, Executive Director and/or Gia Martynn, Chief Administrative Officer of the Plumas Corporation. Plumas Corporation is a 501(c)3 non-profit corporation based in Quincy, CA that focuses on the benefits of good land and watershed stewardship and restoration activities that result in healthy forests and resilient watersheds.

The Plumas Corporation is working with the US Forest Service on potential meadow restoration projects within the boundaries of the Cornerstone Project and elsewhere in the Sierra Nevada. This presentation is intended to provide the Board with an overview of potential restoration initiatives in the Mokelumne River watershed and provide details as to the water supply and water quality benefits potentially resulting from these meadow restorations.





# Upper Mokelumne River Watershed Authority

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Agenda No: **3**

Meeting Date: July 22, 2016

Title:

Sierra Nevada Research Institute Hydrologic Monitoring Program

Recommended Actions:

Discussion/Possible Action

Summary:

Roger Bales of the Sierra Nevada Research Institute at the University of California at Merced, in partnership with the Bureau of Reclamation, the US Forest Service and the University of California at Berkley, is leading a project to blend strategically placed in-situ measurements with broad-coverage satellite and aircraft measurements offering unprecedented estimates of snowpack, soil moisture, vegetation state, energy balance, and snowmelt. The first comprehensive, quantitative assessment of the water-cycle impacts of forest restoration in the Sierra Nevada mixed-conifer forest are proposed to be done within the Hemlock Project area, the 12,000-ac landscape restoration project element of the Cornerstone Project.

The hydrologic monitoring project is located in the Stanislaus National Forest and Mokelumne River basin, which is an area that Congress has authorized the Bureau of Reclamation to undertake feasibility studies for water storage and improved water-management reliability. The National Forest expects that their restoration actions will restore watershed functions by creating different forest-stand structures and densities; reducing the forest's susceptibility to insect, disease, and drought-related mortality; reducing surface fuels, increasing the height to canopy, and decreasing crown density; retaining large, fire-resistant trees; maintaining and enhancing important wildlife habitat; enhancing the extent and connectivity of aspen stands; and improving resource and watershed conditions.

These actions will also enhance water-supply reliability by restoring the fraction of precipitation that leaves the basin as runoff versus evapotranspiration; guard against erosion, water-quality problems and snowpack losses associated with wildfire; and maintain water and forest health as the climate warms and evaporative demand increases.



# Upper Mokelumne River Watershed Authority

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Agenda No: **4**

Meeting Date: July 22, 2016

Title:

Pumpkin Hollow Restoration Project SPA

Recommended Action:

Approve the Pumpkin Hollow Supplemental Project Agreement (SPA) and authorize the Executive Officer to sign.

Summary:

The Pumpkin Hollow Restoration Project (Project) will improve the resilience of forested communities within the Stanislaus National Forest project boundaries through forest, meadow and aspen restoration and fuels management treatments. These treatments are designed to increase resistance to catastrophic wildfire while improving water supply through snowpack accumulation and persistence. This project will result in a forested landscape expected to better withstand catastrophic wildfire and the ecological and water quality damage potentially caused by such events.

Located in the Calaveras Ranger District of the Stanislaus National Forest in Calaveras County, the majority of project activities are planned in the upper headwaters of Blue Creek that flows into the Mokelumne River (and a small area near Big Meadow Creek that flows into the North Fork Stanislaus River). Large-scale catastrophic wildfires have occurred in this region of the Sierra Nevada range for decades.

CEQA compliance was completed on April 22 with the Board's approval of the Pumpkin Hollow Restoration Project Initial Study and adoption of the Negative Declaration. The Board also authorized staff to prepare the following for consideration at this meeting;

- Supplemental Project Agreement between UMRWA and the Stanislaus NF
- A draft UMRWA Pumpkin Hollow Organization and Work Plan
- A draft UMRWA Procurement/Purchasing Policy as advised by Authority Counsel

With regard to the Sierra Nevada Conservancy Prop 1 Healthy Watersheds \$500,000 grant application, which will fund UMRWA's costs associated with this SPA, the SNC Board is scheduled to consider that award on September 7th.

Discussion:

Under the USFS – UMRWA Master Stewardship Agreement (MSA) approved by the Board on April 22 (and executed on UMRWA's behalf by Vice-chair Terry Woodrow at a May 18 signing ceremony in West Point) mutually agreed upon implementation projects are to be documented through Supplemental Project Agreements. The Pumpkin Hollow Restoration Project SPA is the first such agreement under the MSA. A copy of the Pumpkin Hollow Restoration Project SPA is included in the Supplemental July 22, 2016 Agenda Materials Packet (provided separately).

The SPA's purpose is to document the cooperative effort between the USFS and UMRWA to improve forestry conditions within the Pumpkin Hollow project area. The SPA presented today is the first of what ultimately will be a series of editions with each new version reflecting agreed upon changes that respond to newly acquired and more detailed information regarding forest and related conditions within the project area.

A tentative UMRWA organization and work plan to carry out the Pumpkin Hollow project will be presented for Board review and discussion at the meeting.

With respect to the draft UMRWA Procurement Policy additional legal review is viewed as necessary before a proper policy can be drafted and presented to the Board. Please see the accompanying July 8 memorandum from Authority Counsel that further addresses this matter. Authority Counsel will review this memorandum and respond to any Board questions at the meeting.

Presented in Table 1 below is a timeline of key Pumpkin Hollow Restoration Project milestones. It should be noted that the Board's approval today of the Pumpkin Hollow Restoration Project SPA will not trigger the initiation of project tasks described in the SPA. Those tasks will only be executed upon the Sierra Nevada Conservancy's Prop 1 Healthy Watersheds grant award and UMRWA's acceptance.

<b>Table 1 - Pumpkin Hollow Restoration Project Timeline</b>	
Schedule	Task/Activity
<i>April 22, 2016</i>	<i>Approve MSA (Completed)</i> <i>Approve CEQA Negative Declaration (Completed)</i>
<b>July 22, 2016</b>	<b>Approve Pumpkin Hollow Restoration Project SPA</b> <b>Review draft UMRWA organization and work plan</b> <b>Review UMRWA Procurement Policy</b>
October 7, 2016	Accept SNC Prop 1 grant award (SNC decision Sept. 7) Approve UMRWA organization and work plan Approve UMRWA Procurement Policy
January 27, 2017	Approve SNC Prop 1 grant agreement Authorize solicitation of bids from qualified vendors/contractors
April 28, 2017	UMRWA Board awards contracts
Summer/Fall 2017	Pumpkin Hollow Restoration Project work
Summer/Fall 2018	Pumpkin Hollow Restoration Project work
Summer/Fall 2019	Pumpkin Hollow Restoration Project work (if 3 <sup>rd</sup> year required)

[Note: A copy of the Pumpkin Hollow Restoration Project SPA is included in the Supplemental July 22, 2016 Agenda Materials Packet (provided separately).]



# Upper Mokelumne River Watershed Authority

## MEMORANDUM

TO: Board of Director

FROM: Greg Gillott, Authority Counsel

DATE: July 8, 2016

RE: Implementation of Stewardship Agreement/Pumpkin Hollow SPA  
Adoption of Contracting/Procurement Procedures

One of the express requirements of the Master Stewardship Agreement between UMRWA and the U.S. Forest Service is the following:

“[a]ny contract under this agreement must be awarded under UMRWA’s established procedures, to ensure free and open competition, and avoid conflict of interest (or appearance of a conflict). UMRWA shall maintain cost and price analysis documentation for potential Forest Service review. UMRWA is encouraged to utilize small businesses, minority-owned forms, and women’s business enterprises.”

At present, UMRWA does not actually have any adopted formal policies or procedures regarding awarding contracts, nor has UMRWA identified the manner in which UMRWA will exercise its authority specified in the Joint Powers Agreement. In order to comply with the Agreement in a manner that is consistent with State law, UMRWA will first need to determine the manner of exercising its authority.

### Manner of Exercising Authority

As background, a Joint Power Authority (“JPA”), such as UMRWA, is a separate public agency created by agreement between two or more public agencies for the purpose of exercising any power(s) common to all of the contracting agencies. One of the specific requirements in creating a JPA is identifying the manner in which the JPA will exercise its powers. (Government Code Section 6509.) This is accomplished by identifying one of the members whose statutory authority, as well as its limitations, and typically also its policies and procedures, will apply to the JPA. It does not appear that UMRWA has ever made this fundamental designation.

In making the designation, a JPA should consider a variety of factors including the varying levels of power or flexibility possessed by members, or possibly ease and familiarity. For example, since charter cities or counties have more flexibility in purchasing and awarding contracts, it would often be beneficial to select such a member. However, based on staff’s initial review, it’s not readily apparent that any UMRWA member has any significant flexibility or authority in contracting beyond the other members. It appears that all of the Members are equally

required to award public projects to the lowest responsible bidder, which generally precludes awards for public projects based on factors such as being a “local” contractor.

If the Board desires to pursue further the possibility of whether one or more of its members has contracting authority that might allow UMRWA to award contracts based upon a wider range of considerations, I will need additional time to research and determine the nature and extent of each Member’s contracting authority before I would be comfortable making a specific recommendation regarding whether selecting a particular Member provide some clear benefit or flexibility.

Alternatively, the Board could simply choose one of the Members with the understanding that ultimately there may not be much flexibility in awarding the contracts for the Pumpkin Hollow Project.



# Upper Mokelumne River Watershed Authority

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Agenda No: **5**

Meeting Date: July 22, 2016

Title:

Power Fire NEPA SPA

Recommended Action:

Approve the Power Fire Supplemental Project Agreement (SPA) and authorize the Executive Officer to sign.

Summary:

This NEPA documentation project has been proposed by the Eldorado National Forest in order to gain access to and utilize UMRWA's organizational relationship with Karen Quidachay and the firm Landmark Environmental via the UMRWA Master Stewardship Agreement. The project provides for Landmark Environmental to lead and support completion of the Power Fire Restoration Environmental Impact Statement and related NEPA tasks. This work will ultimately serve as the basis for UMRWA CEQA compliance for this large-scale restoration project.

The Power Fire burn area lies within the Cornerstone Project boundaries so it is within the scope of the UMRWA MSA with the US Forest Service. Significant funding (about \$30M) has been set aside by the Eldorado National Forest from a legal settlement to implement the forest restoration treatments that will be prescribed by the NEPA process. The costs for the NEPA work covered by the SPA agreement will be fully paid by the Eldorado National Forest.

A copy of the Power Fire NEPA SPA is included in the Supplemental July 22, 2016 Agenda Materials Packet (provided separately).

Background:

The Power Fire ignited on October 6, 2004, in the Eldorado National Forest in Amador County in a remote location near the Salt Springs Reservoir. The fire started as a result of cigarette smoking by a crew of workers hired to trim trees and brush around a PG&E distribution line. The Power Fire burned predominately at high severity in an area dominated by old growth forest. Hundreds of firefighters battled the fire for 17 days at a total cost of approximately \$8.5 million. All told, the fire scorched more than 13,000 acres of national forest land, consuming more than 180 million board feet of commercially harvestable public timber — enough to build more than 9,500 single-family homes. In addition to killing trees, the fire caused extensive damage to environmental resources, decimating protected habitat for sensitive species such as the northern spotted owl, causing harmful erosion into watersheds, and destroying irreplaceable artifacts in protected Native American historical sites.



# Upper Mokelumne River Watershed Authority

Agenda No: **6**

Meeting Date: July 22, 2016

Title:

Status Updates on Implementation Grants

Recommended Action:

Discussion/Possible Action

Summary:

This agenda item presents brief updates on three UMRWA Proposition 84 Implementation Grants awarded by the Department of Water Resources (DWR). The three grants are the 2014 Drought Grant (April 2015), the Round 2 Implementation Grant (September 2014) and the Round 1 Implementation Grant (April 2012), which was fully completed and closed out by DWR on June 29.

2014 Drought Grant:

The Drought Grant agreement with DWR was approved by the UMRWA Board on January 23, 2015 and executed by DWR on April 23, 2015. The associated Project Sponsors agreement between AWA and UMRWA was also executed. The status of the two Amador Water Agency projects receiving funding under this agreement (Ione Water Treatment Plant Backwash and Amador Raw Water Pipeline) is provided below.

**Table 1 – 2014 Drought Grant Projects Status**

AWA Projects	Grant Funding	Project Status
Amador Raw Water Pipeline	\$5,126,560	<i>Due to property acquisition and construction costs being significantly higher than budget AWA is evaluating its ability to proceed with the project. AWA is working with DWR to evaluate options, including a possible replacement project, which may be available under the grant funding agreement.</i>
Ione WTP Backwash	\$628,944	Construction completed.
Total	\$5,755,504	

### Round 2 Implementation Grant:

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

**Table 2 - Round 2 Prop 84 Implementation Projects Status**

Project (Sponsor)	Grant Funding	Project Status
Lake Camanche Lateral Replacements (AWA)	\$562,175	Project construction complete. Final reports being prepared.
Camanche Regional Water Supply Project – Phase 1 (EBMUD)	\$1,387,830	Project construction about 65% complete.
Vintage Home Retrofit - part of CARWSP (UMRWA)	Included in CARWSP	EcoTech Services, Inc. is administering the Phase 2 program (approved by Board on April 22). Fifty-nine conservation fixtures had been distributed as of June 30 .
Ponderosa Way Restoration	\$154,582	- Construction was scheduled to be completed in June. - <i>Cal. County has objected to being responsible for the required post-project monitoring obligations. The County has been advised that DWR will consider failure to fulfill those obligations a violation of the DWR – UMRWA grant agreement. Stay tuned.</i>
Total	\$2,104,587	

### Round 1 Implementation Grant:

The three projects that received funding under UMRWA's April 2012 Round 1 Implementation Grant agreement with DWR have been completed and final documentation accepted. DWR issued UMRWA the 'Grant Closeout' letter on June 29.

**Table 3: Round 1 Prop 84 Implementation Grant Projects Status**

Project (Sponsor)	Grant \$	Status
W. P. Water Main and Tank Replacement (CCWD)	\$1,494,596	Completed
Lake Cam. Tank Rehabilitation & Lateral Replacement Project (AWA)	\$570,830	Completed
Amador Water System Leak Detection and Repair (AWA)	\$232,573	Completed
Total	\$2,298,000	





# Upper Mokelumne River Watershed Authority

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Agenda No: **7**

Meeting Date: July 22, 2016

Title:

Status of AB 142 Wild and Scenic Study

Recommended Action:

Discussion/Possible Action

Summary:

The California Natural Resources Agency (CNRA), the state agency responsible for developing the Wild & Scenic suitability study called for by AB142, continues to evaluate its options for securing qualified consultant support to complete the study. Under the AB 142 legislation CNRA is expected to complete and submit the study to the Legislature by December 31, 2017.



# Upper Mokelumne River Watershed Authority

Agenda No: **8**

Meeting Date: July 22, 2016

Title:

Fiscal Year 2017 UMRWA Budget

Recommended Action:

Approve the FY 2017 UMRWA budget and authorize the EO to transmit invoices to Member agencies requesting payment of FY 2017 assessments by October 31, 2016.

Summary:

The UMRWA Budget Policy and Procedure provides a budget development process and schedule as shown below.

Month	Activity
March	Draft budget presented to Board Advisory Committee for input
April	Governing Board reviews draft budget
May	Member Agencies review budget and Member funding contributions and respond with comments to EO
June	Board Advisory Committee reviews recommended budget
<b>July</b>	<b>Governing Board adopts budget (effective October 1)</b>

The Board on April 22 authorized transmittal of the proposed FY 2017 budget to Member Agencies for review and comment. A memorandum presenting the proposed FY 2017 budget and Member Agency assessment amounts was sent to Member Agency General Managers and County Administrative Officers (with copies to each Member agency's UMRWA Board director) on May 6. Per the Board's instructions the memo presented the FY 2017 budget with and without a provision for funding UMRWA's half-share of the AB 142 Wild & Scenic study costs. Member Agencies were specifically asked to indicate their intention to accept or reject their apportioned cost for this FY 2017 activity. Agencies were asked to submit comments on the proposed budget by June 30.

Comments have been received from representatives of two Member agencies: EBMUD staff, which expressed support for the proposed budget; and CPUD General Manager Donna Leatherman who posed several questions which were answered. Note: no objections to UMRWA's \$125,000 AB142 cost-share were received.

Discussion:

The recommended FY 2017 budget is presented in Table 1. Presented in Table 2 is the basis for the Member Agency funding allocations, including estimates of in-kind service

credits. Calculated Member Agency funding allocations and assessments are shown in Table 3, along with the prior fiscal year allocations for reference purposes.

The budget is organized to distinguish between the Authority's two primary revenue sources, Member Agency funding and grant funding. Accordingly, the Authority's work activities planned for FY 2017 are similarly organized. Below are the proposed/planned work tasks for FY 2017.

**For the Member-funded portion** of the FY2017 budget the following activities are planned:

- 1) Add \$8,000 to the Authority Board and Authority administration budget (for data plan and website technical support) for a total \$68,000 (up from \$60,000).
- 2) Maintain the annual funding support for the local school watershed education program at \$16,500.
- 3) Provide \$125,000 in new funding to pay the UMRWA half-share of the AB142 Wild and Scenic study.
- 4) Maintain the \$100,000 to pay costs for developing grant applications that allow UMRWA to apply for potential Prop 1 and other grant opportunities.

**For the grant-funded portions of the budget**, the funding associated with activities related to the anticipated SNC grant along with the continuing Prop 84 Implementation grants for FY 2017 will be determined in September (the final month of UMRWA's fiscal year). Awarded but uncollected grant funds, along with unspent FY 2016 grant dollars will be carried forward to FY 2017. Those amounts will be determined based on the end of fiscal year Treasurer's Report as of September 30, 2016. As is the case each fiscal year no Member Agency funding is budgeted to support grant-funded activities in FY 2017.

**Table 1 – PROPOSED FY 2017 BUDGET**

Programs	Categories	Member Funds	Grant Funds Prop 84	Total
Board and Authority Admin	Executive Officer	40,000		68,000
	Contract Associate	20,000		
	Data and Web technical support	8,000		
Watershed Management	School Watershed Program (STE)	16,500		16,500
Integrated Regional Planning & Grants	AB 142 Study Cost-share	125,000		125,000
	Grant applications	100,000		100,000
	Round 2 Implementation Grant administration		Carry forward - Tbd	
	Round 2 Implementation Grant pass thru to project sponsors		Carry forward - Tbd	
	Drought Grant administration		Carry forward - Tbd	
	Drought Grant pass thru to project sponsors		Carry forward - Tbd	
TOTAL BUDGET		\$301,500	Carry forward - Tbd	\$309,500

Tbd = To be determined based on amount of grant \$ received vs. pending as of Oct. 1, 2016

**Table 2 – FY 2017 MEMBER AGENCY FUNDING BASIS**

Member Funds/assessments	As provided above in Proposed FY2016 Budget	\$309,500
Off budget <i>In-kind</i> contributions*	Authority Legal Counsel \$4,000 (Amador County) Accounting/audit and Authority Secretary \$22,500 (EBMUD)	\$26,500* In-kind
TOTAL		\$336,000

\* = Dollar amounts are updated estimates based on FY2015 Member agency actual costs.

**Table 3 – FY 2017 MEMBER FUNDING ALLOCATIONS & ASSESSMENTS**

Formula % Share	Member Agency %	This Yr. Allocation (\$)	In-Kind Credit (\$)	Assessment Due (\$)	Prior Yr. Allocation (\$)
Amador Entities 20%	Amador County – 9.2%	30,912	(4,000)	<b>26,912</b>	19,668
	Amador Water Agency – 9.2%	30,912	0	<b>30,912</b>	19,668
	Jackson Valley ID – 1.6%	5,376	0	<b>5,376</b>	3,420
Calaveras Entities 20%	Calaveras County – 6.0%	20,160	0	<b>20,160</b>	12,827
	Calaveras County WD – 9.6%	32,256	0	<b>32,256</b>	20,523
	Calaveras PUD – 4.4%	14,784	0	<b>14,784</b>	9,406
EBMUD 60%	EBMUD – 60%	201,600	(22,500)	<b>179,100</b>	128,266
TOTAL		336,000	\$26,500	<b>\$309,500</b>	213,778



# Upper Mokelumne River Watershed Authority

Agenda No: 9

Meeting Date: July 22, 2016

Title:

Executive Officer Agreement

Recommended Action:

Approve an agreement with Rob Alcott to serve as the Authority's Executive Officer for the period October 1, 2016 through October 31, 2018; and authorize the Board Chair to sign the agreement upon concurrence by Authority Counsel.

Summary:

As reflected in the annual UMRWA budget the Authority has two types of revenue sources, Member Agency contributions and grants. As a consequence, compensation to the Executive Officer is partially provided from Member Agency funds and partially from grant funds. The table below presents the two FY 2017 budgeted 'Member-funded' work categories and four anticipated 'grant-funded' categories during the next two fiscal years.

MEMBER-FUNDED SERVICES (FY2017-specific)	
Board and Authority Administration	\$ 40,000
Manage/prepare UMRWA Grant Applications	\$ 20,000
GRANT-FUNDED SERVICES (Anticipated in FY2017 and 2018)	
Implementation Grant – Round 2 Admin. (ending FY 2017)	
Vintage Home Retrofit Program Admin. (ending FY 2017)	
2014 Drought Grant Admin. (ending FY 2017 or 2018)	
SNC Healthy Watersheds/Pumpkin Hollow (estimated ending FY 2019)	

Because the grant-related work may span 24 months or more, with work requirements varying month-to-month, it is difficult to determine how much grant-funded work will actually be performed in the upcoming two years. To address the uncertainty concerning the timing of grant funded work, and to mitigate any concerns regarding the expenditure of Member funds, the proposed contract provides two compensation terms, one for Member funded work, the other for grant funded work.

- Member-funded work: Compensation for FY 2017 is not-to-exceed \$60,000 with up to \$40,000 for Board and Administration, and up to \$20,000 for grant preparation (of the \$100,000 grant preparation budget) both provided in the FY2017 budget. The amount for FY2018 will be determined and specifically allocated for the Executive Officer by the Board in conjunction with its adoption of the FY 2018 UMRWA budget. If during the term of the contract the Board decides to assign the EO with additional work (typically by approving a separate Task Order) this compensation provision may be adjusted.

- Grant-funded work: Compensation is linked to, and fully dependent on, receipt of grant funds. The present EO agreement specifies that no Member funds will be used as compensation for grant funded work.

The services to be provided under the proposed contract are listed in Exhibit A to the agreement. Exhibit B presents the compensation terms (which remain unchanged).

**CONSULTING AGREEMENT**  
**for**  
**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

THIS AGREEMENT is entered into this 22nd day of July 2016, by and between the  
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a public entity, herein called  
"AUTHORITY", and ROB ALCOTT, herein called "CONSULTANT".

**WITNESSETH**

Whereas, AUTHORITY requires specialized consulting services related to the administration and conduct of the Authority's business; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in public agency administration, his understanding of Member Agency needs and interests, and his ability to engage Member Agency representatives and others in constructive dialogue. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

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

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total Member Funded costs shall not exceed the funding allocated for the Executive Officer in the annual UMRWA budget nor exceed \$60,000 per fiscal year, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and Member Funded work may commence on October 1, 2016 and Grant funded work may continue as allowed under applicable grant rules. The agreement shall terminate October 31, 2018 unless extended in writing as may be mutually agreed.
4. Billing and Payment.

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

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

(b) Grant Funded Work – CONSULTANT shall invoice the Department of Water Resources for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the Department of Water Resources. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable grant reimbursement rules. CONSULTANT shall provide to AUTHORITY on a quarterly basis a progress report showing amounts billed and received for grant funded work and progress toward completion of each grant-funded task.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 20 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as he may render and recommendations he may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that he will not represent that he is an employee or servant of AUTHORITY.
8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.



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

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

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

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

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of his motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to Authority Counsel at 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained.

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

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this

Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.

14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than December 31, 2018. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER  
WATERSHED AUTHORITY**

**CONSULTANT**

By: \_\_\_\_\_  
John Coleman, Chair

By: \_\_\_\_\_  
Rob Alcott

## EXHIBIT A

### SCOPE OF SERVICES

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#### **(1) MEMBER FUNDED WORK**

##### Governing Board and Authority Administration Program

1. Prepare Board meeting agendas and associated agenda item reports
2. Attend and facilitate Governing Board meetings
3. Prepare Board Advisory Committee agendas and associated agenda reports
4. Facilitate Board Advisory Committee conference call meetings and prepare meeting action summaries as needed
5. Coordinate with and provide guidance to the Authority Secretary
6. Travel to Board meetings and other venues as necessary and appropriate to conduct the business of the Authority as described herein
7. Review and edit Governing Board minutes
8. Follow-up and implement Board actions
9. Communicate with Member Agency representatives in person, by telephone, email or correspondence as necessary and appropriate
10. Update and maintain the UMRWA website, including regular posting of Board agenda packets and related Authority materials
11. Negotiate consultant contracts and scopes of work
12. Prepare and monitor the Authority budget
13. Coordinate with EBMUD Accounting to track revenues and expenditures
14. Present the Treasurer's Report quarterly
15. Support preparation of annual independent audit and present audit report to Board
16. Perform other Authority-related tasks as may be directed by the Board

##### Watershed Management Program

1. Facilitate annual CSRC&D contract review, execution and compliance

##### Integrated Regional Planning and Associated Grants Program

1. Manage preparation of a grant applications
2. Manage completion of Prop 84 Implementation Grants awarded to UMRWA
3. Serve as primary contact for MAC Plan and MAC Region activities
4. Monitor Proposition 1 and other potential grant programs and periodically update the Board and Member agency staff on potential opportunities
5. Review and comment on proposed grant programs as appropriate to preserve MAC Region funding opportunities and enhance the region's competitiveness
6. Develop and submit Board authorized grant applications

#### **(2) GRANT FUNDED WORK**

##### Prop 84 Implementation Grants

## 1. Implementation Grant Administration

- a) Administer Prop 84 Grant agreements with DWR with tasks to include: set up accounting and invoicing procedures, prepare quarterly and other required reports, prepare and process grant disbursement requests, maintain communications with DWR contract administrator
- b) Administer grant agreements between UMRWA and Project Sponsors (AWA, Calaveras County, CCWD and EBMUD): establish protocols and maintain coordination and communication with designated Member Agency project representatives, conduct Project Sponsor coordination meetings, process Project Sponsor invoices, and coordinate preparation of quarterly and other required reports.

## 2. Vintage Home Retrofit Program

- a) Administer the EcoTech vendor contract and oversee completion of the program work plan.

## Sierra Nevada Conservancy and/or other Grant Programs

- 1. Administer UMRWA-awarded grants and perform or oversee the completion of program tasks as specified in the Sierra Nevada Conservancy grant agreement for the Pumpkin Hollow Restoration Project and/or other grants as may be awarded to UMRWA.



# Upper Mokelumne River Watershed Authority

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Agenda No: **10**

Meeting Date: July 22, 2016

Title:

Landmark Environmental Inc. Agreement

Recommended Action:

Approve the consulting services agreement with Landmark Environmental Inc. and authorize the Executive Officer to sign upon concurrence by Authority Counsel.

Discussion:

The proposed consulting services agreement with Landmark Environmental Inc. will make available to UMRWA qualified professional and support services by Karen Quidachay and her staff at the firm Landmark Environmental Inc. In addition to providing excellent service to UMRWA for the past year, Landmark Environmental has also provided services to other organizations in the region including the US Forest Service, El Dorado Irrigation District, Georgetown Divide PUD, PG&E and the CABY Region.

The three-year term of the recommended agreement (to coincide with the expected duration of the Pumpkin Hollow Restoration Project) begins September 1, 2016. Ms. Quidachay's compensation rate and direct cost reimbursement terms mirror those in the Executive Officer's contract; \$125 per hour for Member-funded work, \$140 for grant-funded work.

Additionally, several other hourly positions are provided in the agreement to support UMRWA's conduct of the Pumpkin Hollow Restoration Project. Direct cost reimbursements are generally limited to authorized mileage, parking and tolls, and extraordinary copying and postage charges. Total Member-funded charges are not to exceed \$20,000. Grant-related work costs will not exceed the funding budgeted for and available to Landmark Environmental under applicable grants nor exceed the amount authorized by the Authority's Executive Officer.

**CONSULTING AGREEMENT**  
**for**  
**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**

THIS AGREEMENT is entered into this 22nd day of July 2016, by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a public entity, herein called "AUTHORITY", and LANDMARK ENVIRONMENTAL INC., a California Corporation, herein called "CONSULTANT".

**WITNESSETH**

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

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

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

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT for services under this Agreement according to the rates in attached Exhibit "B" and incorporated herein, provided that total Member Funded Board and Authority Administration work cost authorized by the Executive Officer shall not exceed \$20,000. Grant-related work costs shall not exceed the funding budgeted for and available to CONSULTANT under applicable grants nor exceed the amount authorized by the Authority's Executive Officer. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on September 1, 2016 as authorized and directed by the Authority's Executive Officer. The agreement shall terminate October 31, 2019 unless extended in writing as may be mutually agreed.
4. Billing and Payment.

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

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

(b) Grant Funded Work – CONSULTANT shall invoice AUTHORITY for authorized services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be based on grant invoice and reporting requirements of the Department of Water Resources, Sierra Nevada Conservancy or other applicable funding agency. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable grant reimbursement rules.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 20 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as she may render and recommendations she may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that she will not represent that she is an employee or servant of AUTHORITY.
8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.

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

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

Karen Quidachay  
Landmark Environmental Inc.  
3344 Dusty Gold Lane  
Placerville, CA 95667

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

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of her motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained.

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

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This



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

14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than December 31, 2019. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER  
WATERSHED AUTHORITY**

**CONSULTANT**

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

By: \_\_\_\_\_  
Karen Quidachay, Principal

**EXHIBIT A**  
**SCOPE OF SERVICES**

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**(1) MEMBER FUNDED WORK**

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

1. Investigate and assess potential grant opportunities
2. Lead and/or assist in development of Authority grant applications
3. Identify and evaluate potential partnerships with the US Forest Service, the Bureau of Land Management, and other organizations with regard to Upper Mokelumne River watershed management
4. Participate and/or assist in Integrated Regional Water Management activities
5. Prepare Board meeting agenda reports
6. Attend Authority Governing Board meetings
7. Perform other Authority-related tasks as may be requested

**(2) GRANT FUNDED WORK**

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

1. Manage and perform all assigned UMRWA/Partner tasks specified in the Pumpkin Hollow Restoration Project Supplemental Project Agreement (SPA) between UMRWA and the Stanislaus National Forest.
2. Manage and perform all assigned UMRWA/Partner tasks specified in the Power Fire Reforestation Project Supplemental Project Agreement (SPA) between UMRWA and the Eldorado National Forest.
3. Provide grant related administration and support.
  - c) Assist in the administration of Prop 84, Prop 1 and other grant agreements between the Authority, DWR, Sierra Nevada Conservancy and others
  - d) Assist in the administration of agreements between the Authority and Project Sponsors

## EXHIBIT B

### COMPENSATION

#### A. Consultant Hourly Rates\*

Position	Hourly Rate
Associate Executive Officer	\$125
Contract Administrator	\$105
NEPA Coordinator	\$105
Field Representative	\$ 50
Project Coordinator/Administrative Assistant	\$ 30

*\*Hourly rates may be adjusted during the term of the agreement.*

#### B. Direct Costs

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

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

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

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



# Upper Mokelumne River Watershed Authority

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Agenda No: **11**

Meeting Date: July 22, 2016

Title:

Treasurer's Report - Third Quarter FY 2016

Recommended Action:

Accept for filing

Summary:

The Treasurer's Report for the Third Quarter of Fiscal Year 2016, which ended June 30, 2016, will be presented at the Board at the meeting. A copy of the Treasurer's Report is attached.

**UMRWA TREASURER'S REPORT**  
**STATEMENT FOR THE QUARTER ENDING 06/30/16**

Year 2015-2016	General Assessment & Grants	Budget FY 16	Actual		
			Current Quarter	YTD	YTD %
<b><u>General Assessments</u></b>					
Amador Agencies	38,756	38,756	-	38,756	100%
Calaveras Agencies	42,756	42,756	12,827	42,756	100%
EBMUD Funding	107,488	107,488	-	107,488	100%
EBMUD Funding/Calaveras Comm.Fnd (Butte Fire)	5,000	5,000	-	5,000	100%
Prior Year Carry Forward	209,911	209,911	-	-	0%
Interest/Misc Income	180	180	74	133	74%
Total Assessment & Misc Funding	404,091	404,091	12,901	194,133	48%
<b><u>Grants</u></b>					
Prop 84 Implementation Grant Rnd 1 (carry fwd)	41,459	41,459	41,337	41,337	100%
Prop 84 Planning Grant - MokeWISE (carry fwd)	110,960	110,960	-	97,406	88%
Prop 84 Implementation Grant Round 2 (carry fwd)	1,767,634	1,767,634	-	1,224,827	69%
Prop 84 Drought Grant 2014	5,755,504	5,755,504	371,414	1,346,059	23%
Total Grant Funding	7,675,557	7,675,557	412,750	2,709,629	35%
<b>TOTAL REVENUES &amp; FUNDING</b>	<b>8,079,648</b>	<b>8,079,648</b>	<b>425,651</b>	<b>2,903,762</b>	<b>36%</b>
<b><u>ASSESSMENT EXPENDITURES</u></b>					
<b>General Assessment (Administration)</b>					
Executive Officer		40,000	13,353	32,621	82%
Contract Associate		20,000	-	7,990	40%
Calaveras Community Foundation-EBMUD funded contribution		5,000	-	5,000	100%
<b>General Assessment (Operations)</b>					
CSRC&D - School Watershed STE Program		16,500	5,730	9,048	55%
MAC Data Plan \$ website support (incl. \$2,177 carry fwd)		27,390	5,765	5,765	21%
FY 2016 Grant Application(s)		100,000	16,367	36,698	37%
Assessment - Operational Reserve (carry fwd)		12,592	-	-	0%
<b>TOTAL ASSESSMENT EXPENDITURES</b>		221,482	41,215	97,122	44%
<b><u>GRANT EXPENDITURES</u></b>					
<b>Implementation Grant - Round 1 - Pass Thru to Sponsors:</b>					
AWA - Lake Camanche Tank & Laterals		27,791	41,337	41,337	149%
AWA - Amador Water System		554	-	-	0%
CCWD - West Point Water Main & Tank		19,365	-	-	0%
<b>Implementation Grant - Round 1 - Administration:</b>					
RMC		1,755	-	-	0%
WRA		1,690	-	-	0%
<b>MokeWISE Program</b>					
RMC		103,338	-	81,758	79%
WRA		7,597	-	15,624	206%
<b>Implementation Grant - Round 2 - Pass Thru to Sponsors:</b>					
AWA - Lake Camanche Laterals Phase 2		387,928	47,965	357,152	92%
EBMUD - Camache Area Regional Water Supply		1,164,747	460,947	932,912	80%
Calaveras County - Ponderosa Way Restoration		149,069	14,064	46,878	31%
Echo Tech		185,250	7,156	49,199	27%
UMRWA - Vintage Home H2O Conservation Program		7,058	315	315	4%
<b>Implementation Grant - Round 2 - Administration:</b>					
RMC		29,148	1,439	6,181	21%
WRA		7,372	1,386	5,376	73%
Contingency		10,000	-	-	0%
<b>Implementation Grant -Drought Grant 2014 -Pass Thru to Sponsors:</b>					
AWA - Amador Raw Water Pipeline		5,070,828	756,747	822,046	16%
AWA - Ione WTP Backwash		614,676	517,589	517,589	84%
<b>Implementation Grant - Drought Grant 2014 - Administration:</b>					
RMC		36,000	2,731	3,697	10%
WRA		20,000	1,197	2,727	14%
Contingency		14,000	-	-	0%
<b>TOTAL GRANT EXPENDITURES</b>		7,858,166	1,852,874	2,882,790	37%
<b>Total Project Expenses</b>		8,079,648	1,894,088	2,979,912	37%



# Upper Mokelumne River Watershed Authority

Agenda No: **12**

Meeting Date: July 22, 2016

Title:

Executive Officer Grant Funded Quarterly Report

Recommended Action:

For information and discussion

Discussion:

The Executive Officer's work agreement with UMRWA segregates the work into two categories; tasks related to UMRWA business that are funded by Member Agency contributions, and grant-related work that is paid by grant funds. The work agreement specifies the EO is to report to the Board the grant-related work performed and billed on a quarterly basis. This quarterly report covers invoices submitted the past quarter for the grant-funded projects as displayed in the table below.

Grant Project	Period	Work Performed	Fee
Round 2 Implementation Grant & VHR Program administration	March 1 – June 30	Manage accounting and invoicing; coordinate with DWR, RMC, and Project Sponsors: manage the Vintage Home Retrofit program.	\$3,045
Drought Grant administration	Feb. 1 – June 30	Manage accounting and invoicing; coordinate with DWR, RMC, and Project Sponsor AWA.	None