AMADOR WATER AGENCY
Board of Directors
Regular Meeting
12800 Ridge Road, Sutter Creek, CA 95685
November 9, 2017
9:00 a.m.
Website Address: www.amadorwater.org

Please Note:
Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on the Agenda below before or during consideration of that item. There is a three minute time limit per person.

In order to better accommodate members of the public, some Agenda Items will be heard at a specified time or soon thereafter. Agenda Items without specific times may be rearranged to accommodate the Board’s schedule.

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. ADDITIONS TO AGENDA
   Items added to the agenda must be approved by the Board pursuant to Government Code Section 54954.2

3. INTRODUCTION OF NEW EMPLOYEE- Jesse Melson, Distribution II

4. PUBLIC COMMENT FOR MATTERS NOT ON THE AGENDA
   A. Discussion items only, no action to be taken. Any person may address the Board at this time upon any subject within the jurisdiction of Amador Water Agency; however, any matter that requires action will be referred to Staff for a report and action at a subsequent Board meeting. Please note there is a three (3) minute time limit per person.

5. CONSENT AGENDA
   A. Items listed on the consent agenda (see attached) are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

6. DEPARTMENT REPORTS
   Staff Reports will be provided by Managers to update the Board of Directors on current activities within their areas of responsibility
   A. Operations
   B. Administration/Finance

7. AGENCY GENERAL
   A. Ecological Resources Committee (ERC) Membership
      1. Discussion regarding the Water Agency’s request to become a member of the Mokelumne River Project Ecological Resources Committee.
B. Information Technology
   1. Presentation by Ryan Dunn, Sales Engineer and Technical Consultant, Ray Morgan Co., Pro IT

8. WATER SYSTEM
   A. Pioneer Water System Rehabilitation Project Phase 2
      1. Discussion and possible adoption of Resolution No 2017-20 authorizing execution of an
         agreement between Amador Water Agency and the County of Amador for CDBG 2017 Pioneer
         Water System Rehabilitation Project Phase 2 and approving commitment of funds and/or staff
         resources from the Amador Water Agency not to exceed $172,000 for completion of the
         project.
   B. Bay Delta Water Quality Plan Update- Phase II
      1. Discussion and possible action to approve a comment letter regarding Phase II
         Documents.

9. LEGAL COUNSEL’S REPORT
   A. Legislative report
   B. Discussion and possible action regarding Agency positions on pending bills
      1. SB 623
   C. Other Legal Matters

10. COMMITTEE REPORTS, SPECIAL ASSIGNMENTS AND DIRECTOR COMMENTS
    A. Bay-Delta Water Quality Flow Requirement Ad Hoc Committee

11. FUTURE AGENDA TOPICS
    A. This item is to provide the Board Members an opportunity to request items to be placed
       on future agendas.

12. CLOSED SESSION
    A. Conference with Legal Counsel Pursuant to Government Code Section 54956.9(D)(1) –
       Existing Administrative Proceedings – State Water Resources Control Board Bay-Delta Water
       Quality Control Plan Update Proceeding
    B. Conference with Legal Counsel Pursuant to Government Code Sections 54956.9(a) and
       (d)(1) -- Existing Litigation – Howard Jarvis Taxpayers Association, et al. v. Amador
       Water Agency, et al. (Amador Superior Court Case No. 16-CVC-09564/Third District Court of
       Appeal Case No. C081757).

13. ADJOURNMENT
AMADOR WATER AGENCY
CONSENT AGENDA
November 9, 2017

Items listed on the consent agenda are considered routine and may be enacted by one motion. Any item may be removed for discussion and made a part of the regular agenda at the request of a Board member(s).

1. MINUTES
   A. Approval of minutes of the Regular Board Meeting of October 26, 2017

2. CEQA Notice of Exemption
   A. Storm Related Emergency Prevention
      1. Preston Pump Station Site in Ione
      2. Tiger Creek Intake Site in Pioneer

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact Cris Thompson at (209) 223-3018 or (209) 257-5281 (fax). Requests must be made as early as possible, and at least two-full business days before the start of the meeting.

Documents and materials relating to an open session agenda item that are provided to the Amador Water Agency Board of Directors less than 72 hours prior to a regular meeting will be available for public inspection and copying at 12800 Ridge Rd, Sutter Creek CA 95685

Gary Thomas, President  Art Toy, Vice President  Rich Farrington  Paul Molinelli Jr.  Robert Manassero
AMADOR WATER AGENCY  
Board of Directors  
Regular Meeting  
October 26, 2017  

MINUTES  

Directors Present:  
Gary Thomas, President  
Art Toy, Vice President  
Richard Farrington  
Paul Molinelli Jr  
Robert Manassero  

Directors Absent:  
None  

Staff Present:  
Gene Mancebo, General Manager  
Cris Thompson, Clerk of the Board  
Damon Wyckoff, Operations Manager  

CALL TO ORDER- President Thomas called the meeting to order at 9:03 a.m.  

ADDITIONS TO THE AGENDA – None  

PUBLIC COMMENT: None  

CONSENT AGENDA ITEMS (:00:58- 1:22:25)  

MOTION: It was moved by Director Molinelli Jr., seconded by Director Manassero and unanimously carried to approve the consent agenda as presented  

WATER SYSTEM (01:32-36:37)  
CAWP Water Right Application 5647X03--Final Environmental Impact Report  
Presentation of the CAWP Water Right Application Final Environmental Impact Report by Robin Cort, Senior Environmental Planner, RMC, a Woodard & Curran Company  

Discussion and possible action to adopt Resolution No. 2017-18, certifying the Final Environmental Impact Report regarding CAWP water right Application 5647X03 (“Project”).  

Adopting the Statement of Findings and Overriding Considerations for the Amador
Water Agency Central Amador Water Project Water Right Application, approving the Project, and directing the General Manager to file a CEQA Notice of Determination.

Public Comment:
None

MOTION: It was moved by Director Farrington, seconded by Director Molinelli Jr. and unanimously carried to adopt Resolution No. 2017-18 certifying the Final Environmental Impact Report regarding CAWP water right Application 5647X03 ("Project") and adopting the Statement of Findings and Overriding Considerations for the Amador Water Agency Central Amador Water Project Water Right Application, approving the Project, and directing the General Manager to file a CEQA Notice of Determination.

RECESS was called at 9:42 a.m. SESSION resumed at 9:50 a.m.

AGENCY GENERAL
Board Recognition (36:40- 43:09)
Adoption of Resolution No 2017-17, honoring Deborah VonLoehr upon her retirement after 17 years of dedicated service as Accounting Clerk II for Amador Water Agency

MOTION: It was moved by Director Farrington, seconded by Director Molinelli Jr. and unanimously carried to adopt Resolution No. 2017-17 honoring Deborah VonLoehr upon her retirement after 17 years of dedicated service as Accounting Clerk II for Amador Water Agency.

Water Revenues and Production Comparison (43:10- 51:00)
Report Only- No action

Asset Transfer Agreement- Lake Camanche (51:47- 1:01:05)
Discussion and possible action to execute Amendment 1 to the Asset transfer agreement between the County of Amador and the Amador Water Agency

MOTION: It was moved by Director Molinelli Jr.seconded by Director Toy, and unanimously carried to execute Amendment 1 to the September 23, 2003 Asset transfer agreement between the County of Amador and the Amador Water Agency which will transfer remaining funds associated with an improvement bond for the Lake Camanche Village system to the Water Agency. The use of funds is specific to the Camanche Village Water and Wastewater Systems.

Amador Water Agency Committees of the Board (1:01:14- 1:11:22)
Discussion and possible action regarding the standing committees of the Amador Water Agency- No action taken
Discussion and possible action to approve a letter of support regarding the Cabbage Patch Restoration Project and Upper Mokelumne River Watershed Authority’s application for Prop. 1 grant funding

MOTION: It was moved by Director Farrington, seconded by Director Toy and unanimously carried to approve a letter of support regarding the Cabbage Patch Restoration Project and Upper Mokelumne River Watershed Authority’s application for Prop. 1 grant funding

COMMITTEE REPORTS (1:20:07-1:43:05)
Budget and Finance (10-25-17)
Personnel (10-25-17)

AGENCY GENERAL PERSONNEL MATTERS (1:43:17-1:46:02)
Discussion and possible action to authorize the addition of two positions in consideration of the recently executed long term outside services contracts with City of Plymouth and River Pines PUD

MOTION: It was moved by Director Molinelli Jr. seconded by Director Manassero and unanimously carried to authorize the addition of two positions in consideration of the recently executed long term outside services contracts with City of Plymouth and River Pines PUD

ASSISTANT GENERAL MANAGER’S REPORT (1:48:01-2:13:48)

RECESS was called at 11:28 a.m. SESSION resumed at 11:36 a.m

GENERAL MANAGER’S REPORT (2:13:49-2:38:53)

BOARD OF DIRECTOR DISTRICT REPORTS, COMMITTEE REPORTS AND DIRECTOR COMMENTS (2:40:19-2:48:08)

FUTURE AGENDA TOPICS - None

CLOSED SESSION was called at 12:09 p.m.

OPEN SESSION resumed at 12:34 p.m. with nothing to report
ADJOURNMENT
President Thomas adjourned the meeting at 12:35 p.m.

Cris Thompson
Clerk of the Board of Directors
Approved: ____________________________
STAFF REPORT

Storm Damage Prevention & Mitigation
Notice of Exemption
Preston Pump Station Site and Tiger Creek Intake Site

Requested Action:
No Action, this is informational only

Background:
The Water Agency experienced significant erosion of soils near the Preston Pump Station and Tiger Creek Intake Sites. These facilities are used to convey water in conjunction with treated water service and are located adjacent to Sutter Creek and Tiger Creek respectively. The Water Agency is currently working with FEMA for long-term repairs/mitigation plans. While the long-term environmental and work plan is being reviewed and considered, the Water Agency needs to protect the site from further erosion and a potential emergency during the upcoming winter. The proposed activities are for temporary erosion control and stabilization of the creek banks near our facilities. The work includes the placement of a geomembrane fabric and rock.

The Water Agency staff is pursuing streambed alteration and Army Corp Nationwide permits. The proposed work is exempt under CEQA as this work is necessary to prevent an emergency and is temporary stabilization of the creek banks while the long-term solution is being developed.

Alternatives:
This item has no requested action and is provided for information.

Fiscal Impact:
This item has no requested action and is provided for information.
Reviewed by Legal Council:
Yes

Recommendation:
No Action, this is informational only

Prepared by:
Gene Mancebo, General Manager
Notice of Exemption

To: Office of Planning and Research
   P.O. Box 3044, Room 113
   Sacramento, CA 95812-3044

From: (Public Agency): Amador Water Agency
   12800 Ridge Road
   Sutter Creek, CA 95685
   (Address)

Notice of Exemption

Project Title: Winter Erosion Protection - Preston Pump Station

Project Applicant: Amador Water Agency

Project Location - Specific:
   APN 004-090-024

Project Location - City: Ione
   Project Location - County: Amador

Description of Nature, Purpose and Beneficiaries of Project:
Severe winter storms in February 2017 eroded soil along Sutter Creek and undermined a public water supply pump station. This project will place geotextile fabric and approximately 120 CY of 6 inch rock along about 80 lineal feet of the bank to protect the site this winter to mitigate an emergency.

Name of Public Agency Approving Project: Amador Water Agency

Name of Person or Agency Carrying Out Project: Amador Water Agency

Exempt Status: (check one):
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: ________________________________
- Statutory Exemptions. State code number: ________________________________

Reasons why project is exempt:
This project is necessary to prevent and mitigate an emergency by providing temporary erosion protection during this winter because the Agency will not have adequate authority, time or funding to complete permanent repairs until summer 2018 at the earliest.

Lead Agency
   Contact Person: Gene Mancebo
   Area Code/Telephone/Extension: (209) 257-5245

If filed by applicant:
1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? □ Yes □ No

Signature: ___________________________ Date: __________________ Title: ___________________________

□ Signed by Lead Agency □ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: ___________________________

Revised 2011
To: Office of Planning and Research  
P.O. Box 3044, Room 113  
Sacramento, CA 95812-3044  

County Clerk  
County of: Amador  
810 Court Street  
Jackson, CA 95642  

From: (Public Agency): Amador Water Agency  
12800 Ridge Road  
Sutter Creek, Ca 95685  

Project Title: Winter Erosion Protection - Tiger Creek Intake  

Name of Public Agency Approving Project: Amador Water Agency  

Name of Person or Agency Carrying Out Project: Amador Water Agency  

Exempt Status: (check one):  
☐ Ministerial (Sec. 21080(b)(1); 15268);  
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));  
☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));  
☐ Categorical Exemption. State type and section number:  
☐ Statutory Exemptions. State code number:  

Reasons why project is exempt:  
This project is necessary to prevent and mitigate an emergency by providing temporary erosion protection during this winter because the Agency will not have adequate authority, time or funding to complete permanent repairs until summer 2018 at the earliest.

Lead Agency  
Contact Person: Gene Mancebo  
Area Code/Telephone/Extension: (209) 257-5245  

If filed by applicant:  
1. Attach certified document of exemption finding.  
2. Has a Notice of Exemption been filed by the public agency approving the project?.  
☐ Yes  ☐ No  

Signature: ____________________________ Date: ____________ Title: ____________________________

☐ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: ____________

Revised 2011
Operations Report

Covering October 1 – October 31, 2017

Operations Manager:
1. Attended Cosumnes Sub Basin and Technical Advisory Committee meetings. Worked to facilitate a grant application whose funds will support a Sub-Basin wide Groundwater Management Plan.
2. Attended the ACWA Water Loss Summit in Sacramento with Assistant General Manager.
3. On-going review of the Tanner Backwash Recycling project’s pre-design. Submitted Notice of Proposed Construction to the FAA. Worked with Amador County to facilitate an Airport Commission / AWA meeting regarding the project.
4. Accompanied JPIA Risk management Advisor on inspections of the Buckhorn plant, Gravity Supply Line Influent building and the Tanner Hydroelectric building. All assessments positive.
5. On-Going work with FEMA on projects associated with failures from the February 2017 storms.
6. Met with Honeywell to discuss possible energy-efficient projects to offset Agency costs.

Admin Assist Ill:
2. Working on CMMS/Springbrook software integration
3. Attended Small Water Systems Communication Seminar at Calaveras County Water District
4. Attended Annual Sewer Summit in Oakland for regulatory compliance
5. Attended Inspections of the lone and Tanner Water Treatment Plants with our Regulator. Inspections went well.
6. Held training on CMMS and sampling Chain of Custodies with the Water Dept. to help ensure that future samples would not be missed.

Water Treatment Plants:
1. Operators conducted testing to evaluate flushes at Tanner plant for the Backwash Recycling project.
2. Completed State inspections with regulator at both lone and Tanner plants.
3. Investigative sampling of the lone Reservoir continues in relation to the Taste and Odor issue.
4. Obtained filter modules from Carmichael Water District and with the help of the Construction Department installed them on the backwash skid at Buckhorn plant to reduce the amount of water flowing to Mace Meadows Golf Course ponds leading up to the rainy season.
5. Operators completed filters Clean In Place at Buckhorn plant.
6. Operators worked with Electrical department to investigate the cause of Effluent Pump #4 issues at Tanner plant and High Service Pump issues at Buckhorn plant.

Wastewater:
1. Covered media bed at Gayla plant before rainy season begins.
2. Assisted consultant in surveying the storage pond at Lk Camanche plant to get an accurate volume of measurement with consultant.
3. Sampled two pits at Lk Camanche sprayfields for loading rates for Camanche Lift Station project.
4. In Martell system- jetted collections system from McDonalds to Jackson Gate Rd.
5. Inspected Kennedy Flat Road in preparation for the rainy season. Jon’s Pit Stop installed low flow toilets and the line looks good.
6. Exposed valve and Distribution box in Eaglesnest. Investigating ways to use the leachfields more efficiently.
7. Continue to monitor Golf Course Pond #7 and Pine Grove Camp CYA.

**Engineering**

1. Agency Projects:
   a. CDBG 2: Grant application process. Environmental contract issued and review process has begun.
   b. Ione WTP Expansion: Notice of Award issued, Notice to Proceed set for first week of November.
   c. Buckhorn WTP DBP & Recycling: construction continues
   d. Lake Camanche Tank 9 & Intertie: Punch list work in progress
   e. Ione Hydroelectric: Design at 50%
   f. FEMA Storm Repairs Projects: Estimations of cost for repair/replacement complete
   g. Tanner Backwash Recycling: Pre-design with Peterson Brustad Inc, working on Technical Memo

2. Developer Projects:
   a. Wildflower (Ione): Punch list items
   b. Castle Oaks 4B: Under construction
   d. Cal Fire: In design
   e. East Ridge Business Park (Sutter Creek): Under construction
   f. ARCO AM/PM: Under construction
   g. Sutter Creek Bridge: In design

**Project Expenses through 10-31-17 are attached**

**Electrical:**

1. Failures:
   a. Tanner high level float failed on filter 2. Replaced float.
   c. Wildwood leachfield counter failed. Replaced counter.
   d. Buckhorn High Service pump #2 tripped. Found loose micro switch.
   e. Ridge Pump Station- Call came in no pumps. Replaced phase monitor. Second call came in same day. New phase monitor had failed and installed and a second one.
   f. LaMel Sensaphone alert with 8 alarms. Battery and Charger failed. Charger and batteries replaced.
   g. Tank 9 solar circuit fuse failed. Battery backup drained causing system failure. Fuse and batteries replaced. Larger capacity solar charger on order.

2. Installed SCADA system for Mace Meadows personnel. Going active week of October 30th.
3. Prep work completed for security video systems with Pro IT.

**Construction:**

1. Completed Preston raw line to Ione Water plant intertie (job cost 405090)
2. Participated in leak detection training- 2 days.
3. Fire hydrant repair at Airport
4. Replaced filter modules at Buckhorn plant on backwash recycle skid.
5. Attended AWWA Fall Conference in Reno
Distribution:

1. Service line leak repairs:
   a. Hidden Lane (CAWP, 75 gpm)
   b. Goose Creek Rd. (Lk. Cam, 50 gpm)
   c. S. Arroyo Seco St. (lone, 5 gpm)
   d. S. Arroyo Seco St. (lone, 1 gpm)

2. Attended leak detection training- 2 days

3. 2 Meter box repairs at S. Arroyo Seco St. (lone)

4. Chlorine pump repairs at Wells 6 and 14 (Camanche)

5. Blow off repair at Clinton Bar Rd (CAWP)

6. Pressure Relief Valve Repair at Water Street (Amador City)

7. Fire Hydrant repair:
   a. Village Dr (Camanche)
   b. Lakeview Dr. (Camanche)
   c. Grapevine Gulch (Camanche)

8. Inspection of the lone Dam by the Division of Safety of Dams

9. Fireflow testing
   a. Buckhorn Ridge Rd. (CAWP)
   b. Van De Hei Ranch Rd. (CAWP)
   c. Preston Ave. (Ione)

10. Removed three downed trees at Ranch House Tank Site (CAWP)

Canal:

1. Berm Leak Repairs:
   a. 2 repairs at Mile marker 7.00 (Upper Canal Carter Lane, 20 gpm each)
   b. Mile marker 1.25 (lone Canal, 75 gpm)
   c. Mile marker 1.50 (lone canal, 60 gpm)
   d. Mile marker 1.75 (lone Canal, 30 gpm)

2. Service line break repair at Mile marker 4.25 (Lower canal Ridge Rd., 80 gpm)

3. Re-visquined slide area at Mile marker 11.50 (Upper canal Hwy 88)

4. Cleaned out M-54 weir at Ridge Rd. (lone Canal)

5. Raised berm at M-43 Weir at Badger Street (lone Canal)

6. Removed two large tree branches at Mile marker 3.25 (Upper canal at Clinton Rd)

7. Cleaned Mile marker 2.5 – 3.0 lone Canal (Allen property, Sutter Creek)

Prepared by: Damon Wyckoff, Operations Manager
### Project Expenses through 10-31-17

<table>
<thead>
<tr>
<th>Project</th>
<th>Funded By</th>
<th>Funding Contract Deadlines</th>
<th>Grant Funds</th>
<th>FY 17-18 Budget</th>
<th>Expended to date</th>
<th>% of FY 17-18 Budget</th>
<th>Expended Life of Project</th>
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<td>Buckhorn Ridge/Carson CDBG</td>
<td>Grant/Oper Rates</td>
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<td>$1,420,000</td>
<td>$998,695</td>
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| Total                                                                  |                        |                             | $10,238,724 | $2,565,112      | 25%                | -                     | -                       |
City of Plymouth Dept Report-October 2017

Operations Manager-
- Attended City of Plymouth Council meeting to discuss water quality, regulatory requirements and sampling.

Admin Assistant III-
- Completed monthly water reporting
- Formatted letter for the City regarding the Disinfection-By-Products exceedance to be sent out to all water customers.
- Attended City of Plymouth Council meeting with Operations Manager to discuss water quality, regulatory requirements and sampling.

Distribution-
- Routine flushing
- Routine Distribution Sampling

Water –
- Wells sampled for Total Coliform
- Operators completed a list of work tasks to get the treatment plant to a state of readiness for testing.
- Initial testing of the water treatment plant to begin 10/30/17

Electrical-
- Water treatment plant work- Repairs and prep for start-up, October 30th.

Wastewater-
- Continue to clean and maintain collection system
River Pines Dept. October Report

September Water Production/Sold

<table>
<thead>
<tr>
<th>Well 2</th>
<th>457,700 gallons</th>
<th>Total Produced: 813,466 gallons</th>
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<tr>
<td>Well 3R</td>
<td>326,200 gallons</td>
<td>Total Sold: 699,939 gallons</td>
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<tr>
<td>Well 6R</td>
<td>29,566 gallons</td>
<td>Total Lost: 14%</td>
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Operations Manager-
- Reviewed a consultant's proposal for a "monitoring well installation plan" as required by the Central Valley Regional Water Quality Control Board as a result of the February storm discharges.

Admin Assist III-
- Completed September monthly reporting for water and wastewater.

Wastewater-
- Influent flow: 724,600 gallons. Effluent Discharged: 630,000 gallons. Flow test to be conducted. Working to understand if storage pond is percolating. Pond is actually empty and discharging is equal to or greater than influent flow.
- Continued to maintain the wastewater system

Water-
- Coordinated with RLK Locksmith to rekey Wells 2, 3R, 6R, Jaybird pump station and the main office.
- Completed routine sampling for Wells 2/3R and 6R.
- Met with customer on Circle Drive about a leak on service connection.

Distribution-
- Leak Detection activities
ADMINISTRATION DEPARTMENT REPORT

Customer Service/Human Resources:

- The 2017/2018 (7/1/17-6/30/18) Safety Statistics for Agency staff are:
  - Lost time worker's comp incident: 0 (date of last incident: 12/12/16)
  - Other Worker Comp incident: 0 (date of last incident: 5/10/17)
  - First Aid incident: 0
  - Avoidable vehicle accident: 1 (10/27/17)
  - Unavoidable vehicle accident: 0


- Certifications/Renewals: Lawson-D3;

- Staffing: Advertising for Accountant and Engineering Manager; D2-position filled, new employee is Jesse Melson

- Liens filed: 4 - $1739.22

- Liens Released: 1 - $137.11

- Total Liens filed for the Agency 311- total dollar amount $295,536

Finance/Accounting:

Water Sales Revenues through the month of October are $3,001,117

Wastewater Sales Revenues through the month of October are $558,928

Reimbursements received: $271,835

Outstanding Reimbursements are approximately $167,049

Restricted and Unrestricted Cash: Next Page

Water Sales Comparison also attached

Prepared by:  
Karen Gish – HR / Office Manager

Tracey Hays - Finance Manager
## Restricted and Unrestricted Cash

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<tr>
<th></th>
<th>Nov-15</th>
<th>Nov-16</th>
<th>Dec-15</th>
<th>Dec-16</th>
<th>Jan-16</th>
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<td>1,398,944</td>
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<td><strong>TOTAL</strong></td>
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<td><strong>3,035,335</strong></td>
<td><strong>3,180,734</strong></td>
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<td><strong>TOTAL</strong></td>
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## 102 AWA WATER SYSTEM

### Water - Sales

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## 102 AWA WATER SYSTEM

### Water - Sales

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<td>102-04-411000 Monthly Service Charge</td>
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671,979 724,391 722,866 807,143 583,239 758,220 626,352 696,695
STAFF REPORT
Ecological Resources Committee
Membership

Requested Action:
No Action is requested, this item is for the discussion and comments regarding the Water Agency’s request to become a member of the Mokelumne River Project Ecological Resources Committee.

Background:
On June 8, 2017, the Water Agency Board approved a written statement which addressed the Mokelumne River Project Ecological Resources Committee (ERC) membership protocols which states “A prospective new member must provide to the ERC a written statement containing the identity and contact information of its proposed representative, a description of its constituency, goal, objectives, expertise, and interests related to the Mokelumne River Project, the Settlement Agreement, and resource management within the Mokelumne River Project. The statement must also include an acknowledgement that the prospective new member has read the settlement agreement and is willing to sign and support the Settlement Agreement as a condition of admission as a member of the ERC.” The Water Agency’s written statement is attached.

The Agency General Manager provided the written statement to ERC and during the September 19, 2017 ERC meeting, additional information was requested regarding the Water Agency respecting facilities on the Mokelumne River (attached). The ERC also requested that the Water Agency have a Board agenda item that would allow ERC members the opportunity to address the Board and ask questions concerning the ERC membership request. The purpose of this meeting is to address that request.

Alternatives:
No action is being considered.

Fiscal Impact:
None as there is no action being considered.

Recommendation:
Discuss and respond to comments or questions from the ERC and members of the public regarding the Water Agency’s request to become a member of the ERC.

Prepared by: Gene Mancebo, General Manager
Attachment A

AMADOR WATER AGENCY ERC Membership Request
Background and Relationship with Project 137

Water Right Overview
The Amador Water Agency (Water Agency) is the main purveyor of treated water in Amador County providing service to all five cities and surrounding vicinities and town centers. More than 97% of the water delivered by the Water Agency is diverted from the Mokelumne River. The Water Agency has water rights on the Mokelumne River & tributaries. The first is a contractual right for 15,000 AF annually which was obtained from PG&E in 1985 with the purchase of the Amador Water System which serves the five cities and surrounding areas. This is a pre-1914 water right and still uses PG&E’s “Old” Reservoirs to insure supplies during dry years. The second is a water permit for the Central Amador Water Project (CAWP) with a 1927 priority which serves customers generally along Highway 88 in the Pine Grove to Pioneer area. This permit allows a diversion of up to 1,150 AF annually. The Water Agency used its maximum allowable capacity under this permit in 2006 and the Agency is in the process increasing the water supply for this area with a new permit which is in process.

Facility Overview. (See attached Schematic)
The Water Agency diverts water at four locations within Project 137. The Amador Water System has two diversion points from Lake Tabeau (Electra Forebay). One delivers water (via pump) into a 23-mile primarily earthen canal known as the Amador Canal which dates back to the 1850s and the second diverts water (via gravity) into a nine-mile 30-inch pipeline completed in 2007. Both the Amador Canal and the 30-inch pipe transport raw water to the Tanner site located just southeast of Sutter Creek where the water is either treated and/or distributed to customers or to other Water Agency facilities. Various adjudications specifically recognize the “Old” reservoirs as being Twin Lakes, Meadow Lakes, Upper Blue Lake, Lower Blue Lake, and Upper Bear River Reservoir with an aggregate storage capacity notes as 26,208 AF. These reservoirs are owned and operated by PG&E, but support the Amador Water System contractual pre-1914 water right. PG&E is responsible for providing adequate water flow to diversions at Lake Tabeau to meet the Agency’s water demands in accordance with associated agreements.

The CAWP system is permitted to divert water from the Tiger Creek Afterbay through a pump system with a 16-inch pipe or from the Tiger Creek Regulating Reservoir by gravity into a 7-mile 24-inch pipeline. Both pipelines deliver the water to the Buckhorn water treatment plant located on Highway 88 near the Tiger Creek Road intersection. The Water Agency leases storage in PG&E’s Lower Bear River Reservoir to support the
CAWP water permit in dry and critically dry years. During the recent drought, the Agency relied on water stored in Lower Bear River Reservoir to meet consumptive water needs. The Water Agency maintains agreements with PG&E to store and release water from Lower Bear River Reservoir and convey that water through PG&E's facilities to the Agency's diversion points.

**Dependence on Project 137**

The Mokelumne River is the most and perhaps only reliable water supply for municipal purposes in the majority of Amador County. Most creeks in the county generally stop flowing or nearly stop flowing in the late summer including portions of the Cosumnes depending on the water year. The Cosumnes River has no snowpack to support water flows in the summer and fall. Groundwater is not a reliable water supply for municipalities as foothill groundwater generally flows in fractured rock. Both quality and quantity are issues of concern with groundwater in Amador County. Most of the CAWP system service area was supplied by groundwater wells which failed during the 1977 drought for which they turned to the more reliable Mokelumne River as a source supply.

The Water Agency is dependent on the Mokelumne River and facilities in Project 137 for providing water to the vast majority of its customers. There are no backup water supplies or alternative sources. The Water Agency is also dependent on PG&E and its operation of facilities to insure water is available at diversion points. Even temporary short-term outages in certain reservoirs could lead to no public water until PG&E's reservoir is restored. Dry and critically dry years such as during drought cycles can trigger the state to impose curtailments to require that the Agency can only use stored water. During curtailments, it is critical that water is available in the specified reservoirs. Any expanded water supply for Amador County will likely involve the Mokelumne River. The water diversions for Amador County residents is highly dependent on PG&E's operation of Project 137.

**ERC Participation and Membership**

Attached is the membership request from the Water Agency Board of Directors. To supplement that document, the Water Agency as like many water resource managers, is faced with balancing competing needs for finite water supplies between drinking water, agricultural needs, environmental needs, recreation, and other needs. Participating in integrated regional water management plans provides a mechanism to collaborate with others to work towards balancing the demands on water. The Water Agency participated in the Mokelumne Watershed Interregional Sustainability Evaluation (MokeWISE) program which included about 25 governmental and non-governmental agencies to develop a broadly supported water resource program and among other items resolve long-standing regional and interregional conflicts, foster
relationships, identify cooperative approaches, and seek funding for demand management, water use efficiency, reclamation and reuse, watershed protection and improvement, water supply development, aquatic and terrestrial habitat improvement, and recreational benefits across jurisdictional boundaries. I believe this was a successful plan and a great initial step for future improvements in the Mokelumne Watershed. The Water Agency is a member of the Upper Mokelumne River Water Authority (UMRWA) and is participating watershed improvement projects such as the Pumpkin Hollow Restoration Project (See attached). Insuring the sustainability of the watershed and its natural resources is inherent in the Water Agency’s responsibility as a water purveyor and balancing the beneficial water uses in California is critical for all. The Water Agency wishes to expand on its relationships and cooperation with organizations which support and recognize the importance of protecting the watersheds and balancing the needs for all beneficial users of water. It is through these relationships and cooperative approaches that we can succeed in the balancing and enhancement of natural resources. The Water Agency’s participation and membership in the ERC furthers this goal. The Water Agency brings to the table the aspects of public water supply and desires to participate in the ERC to support a sustainable watershed and balancing water needs as well as promoting broadly supported watershed activities with a large and diverse base of water users.
June 8, 2017

AMADOR WATER AGENCY REQUEST TO BECOME A ECOLOGICAL RESOURCE COMMITTEE MEMBER

Amador Water Agency ("Water Agency") staff has been attending the Ecological Resource Committee (ERC) meetings as a non-member, but with the intent of becoming a member. The Water Agency is a county-wide Agency that provides water either on a retail or wholesale basis to all five cities in Amador County, to Highway 88 corridor property owners from below Pine Grove to above the Buckhorn area, and surrounding vicinities. Under its establishing legislative act, the Water Agency is authorized to take actions to develop, enhance and protect water resources for the benefit of Amador County. Approximately 97% of the total water provided to communities served by the Water Agency is derived from the Mokelumne River. The Water Agency’s water supplies consist of 15,000 acre feet per year provided by PG&E under a pre-1914 water right, which serves the down-country areas, and a post-1914 appropriative water right that is used to serve the up-country portion of the Agency’s service area.

The Water Agency relies on PG&E’s operations of FERC Project 137 to divert and provide a public water supply within Amador County (PG&E’s Mokelumne River Hydroelectric Project). PG&E reservoirs within FERC Project 137 support the water rights and infrastructure associated with the diversion of water supplies utilized by the Water Agency to serve the Amador County community. These reservoirs include Upper Bear, Lower Bear, Lake Tabaud, Tiger Creek Afterbay, Tiger Creek Regulating Reservoir, Upper and Lower Blue Lakes, Meadow Lake, and Twin Lakes. Being a member of the ERC will allow the Water Agency to participate directly in Mokelumne River Watershed activities as they relate to the FERC Project 137 license. As a member of the ERC, the Water Agency will bring its unique knowledge and expertise associated with public water supply to the ERC, while increasing the Water Agency’s ability to make more informed decisions in balancing the needs of public water supply with natural resource management and recreation in concert with other stakeholders in FERC Project 137 and the Settlement Agreement.

The Amador Water Agency Strategic Plan includes a goal for the Agency to apply for membership in the ERC because it is the largest public water provider in Amador County and it relies on the Mokelumne as its main water source. In these roles, the Water Agency has a significant interest in the health and management of
the river and its surrounding watershed. The Water Agency's Mission Statement is "To enhance the quality of life in Amador County by providing safe, reliable water, waste-water, conservation and reclamation services. We will accomplish this as a professional team dedicated to public transparency, community partnerships and excellent customer service." Inherent in our mission statement is the responsibility of being a good steward of the watershed in which we share and use natural resources as we carry out our mission. The sustainability of natural resources in the watershed is critical to the Water Agency's mission now and in the future. To be the best possible steward of the watershed, the Water Agency needs to take an active role beyond diverting water by engaging with other stakeholders to help manage all resources within the watershed that contribute to making the Mokelumne River a healthy and dynamic stream.

To further its mission, the Water Agency is a member of the Upper Mokelumne River Watershed Authority (UMRWA) through a joint powers agreement (JPA). The members of UMRWA approved the broadening of the JPA scope in 2008 to include "enhancement of (i) watershed environmental values, (ii) water quality protection, and (iii) recreation activities." AWA is committed to these goals. As a member of UMRWA, the Water Agency is engaged in forest management projects as part of the USFS Cornerstone Project to reduce the threat of damage to water quality and the environment from wildfire. UMRWA's state-approved Integrated Regional Water Management Plan for the Mokelumne-Amador-Calaveras area (MAC Plan) commits AWA to enhancing resource and recreation management strategies in the Mokelumne Watershed. The California Water Action Plan (2016 Update) includes direction to "Protect and Restore Important Ecosystems" as one of ten action items for sustainable water management. Belonging to the ERC is one way that AWA can help support this state objective. The Water Agency also is an active member of the Mountain Counties Water Resources Agency and Association of California Water Agencies. These organizations strongly support and recognize the importance of protecting watersheds and balancing the needs for all beneficial users of water.

The Water Agency will appoint the General Manager or his/her designated alternate as the Water Agency Representative. The current General Manager is Gene Mancebo.

Address: 12800 Ridge Road, Sutter Creek, Ca 95685
Phone: (209) 257-5245
Email: gmancebo@amadorwater.org

Water Agency staff has read the Settlement Agreement and the Water Agency is willing to sign and support the Settlement Agreement. The Water Agency Board has met and approved this written statement on June 6, 2017.

Gary Thomas, President
Amador Water Agency
### Mokelumne River Project (FERC No. 137) Schematic

**Reservoir** | **Usable Storage** (ac-ft)
---|---
Upper Bear | 6,756
Lower Bear | 49,079
Twin | 1,207
Meadow | 5,856
Upper Blue | 7,300
Lower Blue | 5,091
Salt Springs | 141,817
Tiger Creek Reg | 533
Tiger Creek FB | 42
TC AB | 2,606
Tabeaud | 990
**Total Storage** | **221,077**

*Storage number provided in License*

**Legend**
- FYLF Breeding Area
- Recreation Run
- Water Agency Delivery
- River, Creek, Stream
- PG&E Water Conveyance
- Power house
- Reservoir
- Compliance Gage

Schematic Not To Scale
AWA Partners in Sierra Nevada Watershed Improvements

Pumpkin Hollow Restoration Project

- Reduce wildfire risk
- Improve and protect our water supply
- Improve and protect air quality
- Protect wildlife habitat
- Reduce greenhouse gas emissions
- Improve local socio-economic conditions

To reduce the risk of catastrophic fire and protect water resources in the forests of the Mokelumne watershed, the source of Amador County’s water supply, AWA is partnering with other agencies and the U.S. Forest Service in a series of forest improvement projects.

The first of these, Pumpkin Hollow Restoration, is a 972-acre project near the headwaters of the Mokelumne River in the Stanislaus National Forest (near State Hwy 4). This area is a high-priority risk due to dense vegetation growth prone to wildfire and disease.

Much of the work at Pumpkin Hollow involves thinning brush and removing small trees. Contractors, local and others, will perform the work, in some cases creating job opportunities and demand for local services. The Greater Valley Conservation Corps and CHIPS will also be teaming up to perform some of the work by hand-cutting trees and removing brush to create firebreaks.

Creating space between healthy, mature trees reduces the spread of fire, improves water saturation of the soil, and slows evaporation of the winter snowpack. Maintaining the snowpack longer into the summer season improves the water supply downstream.

Severe wildfires degrade downstream water quality by causing tons of topsoil to erode into streams and rivers, muddying the water and clogging water supply infrastructure and river habitat.

AWA is partnered with three counties and 4 other water districts in the Upper Mokelumne River Watershed Authority (UMRWA). UMWRA secured a $500,000 grant from the Sierra Nevada Conservancy Prop. 1 Healthy Watersheds program, matched by funds from the U.S. Forest Service to pay for the work at Pumpkin Hollow.

By restoring and protecting the health of Sierra forests, streams and meadows through this and future projects, the partner agencies are working to preserve the important benefits the watershed provides.

**Upper Mokelumne River Watershed Authority (UMRWA)**

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

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Fire suppression and the lack of forest thinning have led to dense, overgrown forests throughout the Sierra Nevada. Photo courtesy University of California.

Rim Fire, Stanislaus National Forest. Photo courtesy U.S. Forest Service.
STAFF REPORT

Pioneer Water System Rehabilitation Project Phase II
Community Development Block Grant
2017 Application

Requested Action:

Discussion and possible action to adopt Resolution 2017-20 authorizing the execution of an agreement between the Water Agency and the County of Amador for the CDBG 2017 Pioneer Water System Rehabilitation Project Phase II and approving the commitment of funds and/or staff resources from the Water Agency not to exceed $172,000 for completion of the project upon award of the proposed CDBG grant.

Background:

The Amador Board of Supervisors will sponsor the Water Agency’s Phase 2 Pioneer Water Rehabilitation Project for the 2017 CDBG grant program. Previously, Staff referenced this as Phase 2 & 3, but for simplicity has combined the two phases. Since the County will be applying for the grant on behalf of the Water Agency, a subrecipient agreement needs to be approved. This is same agreement as was executed for Phase 1.

The Board approved entering into an agreement for environmental review in the amount of $60,000. As staff prepared the application and revised the project cost estimate, certain costs in addition to the environmental became apparent that the Agency would bear if the approximate $5 Million grant is awarded. This includes $32,000 for labor compliance, $72,000 for grant administration, and $5,000 for cultural resource inspection during construction. These are budgetary estimates and would only be expended if the grant is approved. Only the environmental work is proceeding regardless of the grant outcome. Staff is requested that Board commit to spending up to $172,000 for costs which are beyond the $5 Million grant. These expenses could be paid from participation fees.
Fiscal Impact:

Up to $172,000; however, $60,000 of this amount has already been approved by the Board and the additional $112,000 is contingent on receipt of the 2017 CDBG grant.

Reviewed by Committee: No

Recommendation:

Staff recommends adoption of Resolution 2017-20 authorizing the execution of an agreement between the Water Agency and the County of Amador for the CDBG 2017 Pioneer Water System Rehabilitation Project Phase II and approving the commitment of funds and/or staff resources from the Water Agency not to exceed $172,000 for completion of the project upon award of the proposed CDBG grant.

Prepared by: Gene Mancebo, General Manager
Resolution No. 2017-20

AMADOR WATER AGENCY
AUTHORIZING EXECUTION OF SUBRECIPIENT AGREEMENT WITH AMADOR COUNTY FOR
CDBG 2017 PIONEER WATER REHABILITATION PROJECT PHASE II AND APPROVING
COMMITMENT OF FUNDS AND/OR STAFF RESOURCES FROM THE AMADOR WATER
AGENCY NOT TO EXCEED $172,000 FOR COMPLETION OF THE PROJECT

WHEREAS, The AMADOR WATER AGENCY ("Agency") has experienced a history of low
pressure and water outages in the Pioneer area of the CAWP Retail Water System; and

WHEREAS, In order to reduce pressure issues, water outages and to ensure future
compliance with state law, the Agency desires to carry out the Pioneer Water
Rehabilitation Project Phase II ("Project"); and

WHEREAS, The County of Amador has applied for grant funding under the Community
Development Block Grant ("CDBG") Program to assist the Agency in replacing
the existing water lines and pressure reducing facility within the Pioneer
service area which are elements of the Project; and

WHEREAS, Prior to receiving grant funds from the County of Amador, the Agency must
execute a subrecipient agreement with the County of Amador; and

WHEREAS, If the County of Amador is awarded CDBG funding, the Agency agrees to
commit a designated sum of its own funds or allocate Agency labor to be used
for engineering design, project management, and inspection of the Project.

BE IT RESOLVED, by the Board of Directors of Amador Water Agency as follows:

Section 1. The Amador Water Agency hereby approves and authorizes the execution of the
attached subrecipient agreement with the County of Amador by the Agency
General Manager; and

Section 2. The Amador Water Agency hereby commits funds and/or Agency labor up to, but
not to exceed, a value of $172,000 toward construction and completion of the
Pioneer Water Rehabilitation Project Phase II to be performed under the
Community Development Block Grant 2017 award to the County of Amador,
should such award be made.

PASSED AND ADOPTED by the Board of Directors of Amador Water Agency on November 9,
2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:
ATTEST:

Gary Thomas, President
Board of Directors

Cris Thompson, Clerk of the Board
SUBRECIPIENT AGREEMENT

BETWEEN

COUNTY OF AMADOR
and
AMADOR WATER AGENCY

FOR
The Pioneer Water Rehabilitation Project Phase II

THIS AGREEMENT ("Agreement") is entered into this _____ day of __________, 2017 by and between the County of Amador ("Grantee") and Amador Water Agency, ("Subrecipient").

WHEREAS, the Grantee has applied for funds from the State of California, Department of Housing and Community Development, State Community Development Block Grant Program originating from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, subject to the receipt of those funds, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for implementing the Pioneer Water Rehabilitation Project Phase II for a 2017 CDBG General Allocation Grant in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such project will include the following activities eligible under the Community Development Block Grant program.

Project Delivery

The Subrecipient will implement the Pioneer Water Rehabilitation Project as specified in the Amador County 2017 CDBG application, herein incorporated by reference.

General Administration

The Grantee will provide general administrative services in support of the activity noted above.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program’s National Objectives: benefit low- and moderate-income persons; aid in the
prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activity carried out under this Agreement will meet the National Objective of benefiting low and moderate income as documented by a CDBG income survey.

C. **Levels of Accomplishment – Goals and Performance Measures**

The goals and performance measures are specified in Exhibit A-Scope of Work and Exhibit C-Timelines, herein incorporated by reference.

D. **Staffing**

Subrecipient staff, and selected contractors, will implement activities of the project according to CDBG requirements.

Any changes in the Subrecipient’s responsibilities under this project are subject to the prior approval of the Grantee.

E. **Performance Monitoring**

The Grantee will monitor the performance of the Subrecipient against goals and performance standards as stated above. Substandard performance as determined by the Grantee will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension or termination procedures will be initiated.

II. **TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the date of execution (date stamp) of the grant agreement with the State Department of Housing and Community Development, and will end on the termination date specified in the grant agreement. The grant agreement will expire no later than 60 months from the date of execution, however the expenditure deadline is no more than 36 months from the date of execution. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income, if any.

III. **BUDGET**

The CDBG project budget for this project is $5,000,000 as specified in Exhibit B, herein incorporated by reference.

IV. **PAYMENT**

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed $5,000,000. Drawdowns for the payment of eligible expenses shall be made consistent with the budget specified in Paragraph III herein and in accordance with performance.
Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.

V. **NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

**Amador County**

Chuck Iley  
Amador County Administrator  
810 Court Street  
Jackson, CA 95642  
(209) 223-6470

**Subrecipient**

Gene Mancebo  
General Manager  
Amador Water Agency  
12800 Ridge Road  
Sutter Creek, CA 95685  
(209) 257-5245

VI. **SPECIAL CONDITIONS**

None.

VII. **GENERAL CONDITIONS**

A. **General Compliance**

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the recipient's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the recipient's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **"Independent Contractor"**
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

The Subrecipient will maintain unemployment, disability and liability insurance as required by State law and CDBG Program requirements.

Specific insurance requirements required by the Grantee are included in Exhibit D- Insurance, herein incorporated by reference.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Grantee's governing body. Such
amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

In accordance with 24 CFR 85.43, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21–28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-87,
“Cost Principles for State and Local Governments,” as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Records required to determine the eligibility of activities;
d) Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f) Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28; and
g) Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins after the submission of the Grantee’s final performance and evaluation report to HUD in which the activities assisted under the Agreement are reported and HUD’s approval. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

The Subrecipient has provided an approved CDBG income survey demonstrating client eligibility for services provided in Exhibit F. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when
not directly connected with the administration of the Grantee’s or Subrecipient’s responsibilities with respect to services provided under this Agreement, is prohibited by State or Federal law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. **Closeouts**

The Subrecipient’s obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. **Audits & Inspections**

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and OMB Circular A-133.

C. **Reporting and Payment Procedures**

1. **Program Income**

The Subrecipient shall report quarterly all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.
2. **Indirect Costs**

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

3. **Payment Procedures**

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient.

4. **Progress Reports**

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as required by the Grantee.

D. **Procurement**

1. **Compliance**

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement.

2. **OMB Standards**

Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.

3. **Travel**

The Subrecipient shall obtain written approval from the Grantee for any travel outside the State with funds provided under this Agreement.

E. **Use and Reversion of Assets**

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR
570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELocation, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights
1. **Compliance**

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended ("HCDA"), Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. **Nondiscrimination**

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. **Land Covenants**

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. **Section 504**

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action**

1. **Approved Plan**

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee’s specifications an Affirmative Action Program in keeping
with the principles as provided in President's Executive Order 11246 of September 24, 1966. The Grantee shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. **Women- and Minority-Owned Businesses (W/MBE)**

The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. **Access to Records**

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Grantee, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. **Notifications**

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.


The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer. Additional State of California Requirements regarding the State Equal Opportunity provisions are contained within this Agreement.
6. **Subcontract Provisions**

The Subrecipient will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions**

1. **Prohibited Activity**

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. **Labor Standards**

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

"Section 3" Clause

a) **Compliance**: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the
regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the
The project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) **Notifications:** The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) **Subcontracts:** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct**

1. **Assignability**

   The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. **Subcontracts**

   a) **Approvals:** The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

   b) **Monitoring:** The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
c) **Content**: The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) **Selection Process**: The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. **Hatch Act**

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. **Conflict of Interest**

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a) The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. **Lobbying**

The Subrecipient hereby certifies that:
a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

d) Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, included in Exhibit E, is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS
A. **Air and Water**

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- **Clean Air Act**, 42 U.S.C., 7401, *et seq.*;
- **Federal Water Pollution Control Act**, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- **Environmental Protection Agency (EPA) regulations** pursuant to 40 CFR Part 50, as amended.

B. **Flood Disaster Protection**

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint**

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. **Historic Preservation**

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee’s failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

[NOTE: For the above sections, if the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” and OMB Circular A-87 would apply.]

Date

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

Amador Water Agency
(Subrecipient)

COUNTY OF AMADOR
(Grantee)
By ___________________  By ___________________
Gene Mancebo        Chuck Iley
General Manager     County Administrative Officer

APPROVED AS TO LEGAL FORM

By ___________________
County Counsel
EXHIBIT A

SCOPE OF WORK

Project Oversight

1. Assist County to complete project specific special conditions including submission of a project schedule, past and projected revenue and expenditure budget, copy of rate ordinances, list of monthly users and a written plan, approved by the governing board, for any increase necessary to repay any loans or increased costs associated with the project.

2. Conduct procurement for subcontractors including preparation of Requests for Proposals/Qualifications, solicitation of qualified bidders, advertisements, etc.

3. Prepare contracts for subcontractors in accordance with CDBG requirements.

4. Maintain project fiscal records related to CDBG and match expenditures. Supply financial information to County as requested.

5. Prepare program records for monitoring by State representatives, conduct site visits, respond to comments and correct any findings required by the Department of Housing and Community Development.

6. Ensure that any leverage/cash match requirements are met.

7. Submit a quarterly progress report to County.

Project Construction

1. Prepare and advertise solicitation for bids.

2. Prepare, print and provide contractors and builders exchanges with bid documents.


4. Open and tabulate bids.

5. Review bids and make recommendation for award.

6. Ensure that minimum bonding and insurance requirements have been met.

7. Issue Notice of Contract Award to contractor.

8. Execute construction contract.


10. Obtain insurance certifications from contractor and all subcontractors.
11. Issue Notice to Proceed to contractor.
12. Review contractor’s payment requests.
13. Review and approve change orders.
14. Prepare and file Notice of Completion.
### EXHIBIT B-BUDGET

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<tr>
<td>Engineering</td>
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<td>Geotechnical Report</td>
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<td>Geotechnical Field Work</td>
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<td>Agency Potholing</td>
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<td>Construction Mgmt</td>
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<td>Inspections</td>
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<td><strong>Other Project Costs</strong></td>
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<td><strong>Total AWA CDBG budget</strong></td>
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**Budget (paid by AWA)**

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<td>Grant Administration</td>
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<td>Cultural Resources Inspections</td>
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<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$5,163,321</strong></td>
</tr>
</tbody>
</table>

*Amador Water Agency*
EXHIBIT C

TIMELINE

1. Work shall commence on the effective (date stamped) date of the grant Standard Agreement.

2. All Special Conditions contained in the grant Standard Agreement will be completed within the 90 day period unless an extension has been authorized by the County in writing.

3. After the Special Conditions are approved by HCD, the Amador Water Agency (Subrecipient) will commence design for the project.

4. Design will be completed within 120 days.

5. After the Special Conditions are cleared, any needed land acquisition procedures will begin. Easements must be obtained prior to project commencement.

6. Once design is completed and easements have been obtained, the project will be put out to bid within 30 days.

7. The bid process will be completed within 30 days.

8. Contracting will be completed within 30 days.

9. Construction will be completed within 12 months of the construction contract date.

10. All progress reports will be submitted to the County by the 15th day of the month following the calendar quarter.

11. Any reports which will be sent to HCD will be submitted to the County 15 days prior to the due date at HCD.
EXHIBIT D - INSURANCE

Subrecipient 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:

1.1.1 Commercial General Liability Insurance - Commercial General Liability Insurance is required with limits of not less than One Million Dollars ($1,000,000) limit per Occurrence and Two Million Dollars ($2,000,000) Aggregate, covering bodily injury and property damage, including volunteer excess medical coverage. Policy should also include endorsements for the following coverage: premises, personal injury, and blanket contractual coverage. General Liability should be on an Occurrence Form and not on a Claims Made or Modified Occurrence Form.

Commercial General Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as an additional insured, but only insofar as the operations under this Agreement are concerned.

1.1.2 Automobile Liability Insurance - Automobile Liability Insurance on owned, non-owned and hired autos of not less than One Million Dollars ($1,000,000) combined single limit per accident for bodily injury and property damage is required in the event motor vehicles are used in the course of this Agreement. Automobile Liability policy shall be endorsed to name the County of Amador, its officers, officials, employees and volunteers as an additional insured, but only insofar as the operations under this Agreement are concerned.

1.1.3 Professional Liability - In the event Subrecipient 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. If Professional Liability insurance is written on a claims made form, Subrecipient shall maintain and provide evidence of such insurance for a period of at least three (3) years following completion of performance of the Work, or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

1.2 Subrecipient shall furnish a certificate of insurance and policy endorsements satisfactory to the Amador County Office of Risk Management, 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained. Subrecipient agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires at any time or times during the term of this Agreement, Subrecipient agrees to provide at least 30 days prior to the 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. Certificates of insurance must be on file prior to beginning the Work with the Office of Risk Management, Amador County, 810 Court Street, Jackson, CA 95642.

1.3 Certificates of insurance must include the following provisions:

1.3.1 The insurer will not cancel the insurance coverage without 30 days’ prior written notice to the County; and

1.3.2 Commercial Liability and Commercial Automobile Liability policies shall be endorsed to name the County of Amador, its officers, officials, employees, and volunteers as additional insureds, but only insofar as the operations under this Agreement are concerned.

1.4 Subrecipient’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents. Any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives or agents shall be in excess of the Subrecipient’s insurance and shall not contribute with it.

1.5 Subrecipient shall require each of its subcontractors to provide insurance meeting the requirements of this section, including naming the County of Amador and its respective officers, officials, employees, representatives and agents as additional insureds.

1.6 Subrecipient shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Subrecipient shall also be responsible for payment of any self-insured retention. Any deductible or self insured retention must be declared to, and approved by the County’s Risk Manager, either (i) Subrecipient’s insurer shall reduce or eliminate such deductible or self-insured retention as respects the County, its officers, officials, employees, representatives or agents; or (ii) Subrecipient shall provide a financial guarantee, satisfactory to County’s Risk Manager, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

2. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY 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, Subrecipient is required to secure the payment of compensation to his employees and for all persons whom Subrecipient may employ in carrying out the Work as required by applicable law. Workers’ Compensation is $1,000,000 limit each accident and Workers’ Compensation policy shall include Employers’ Liability Insurance with limits of at least $1,000,000 each accident for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,00 each employee for bodily injury by disease. Subrecipient 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. The Workers’ Compensation policy shall contain or be
endorsed to contain a waiver of subrogation against the County, its officers, employees, representatives or agents.
EXHIBIT E

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge or belief, that;

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

_______________  ______________
Signature        Date
March 10, 2014

Mr. Charles Iley
County Administrator
County of Amador
810 Court Street
Jackson, CA 95642

RE: Pioneer Water Agency Income Survey Approval

Dear Mr. Iley:

The Department of Housing and Community Development (Department) has received and reviewed the Pioneer Water System Income Survey, which was conducted between January 6 and February 19, 2014, for the Pioneer water system customers as outlined in the attached map.

The Department has determined the County's Pioneer Water Agency Income Survey meets the requirements to substantiate the Pioneer Water Agency customers meet the low-moderate income level of 71.43%. The Pioneer Water Agency Income Survey is approved, and may only be used for CDBG eligible activities related to specifically the Pioneer water system customers identified in the survey (and not the Pioneer area in total).

If you have questions regarding the Survey approval, or need further assistance regarding the CDBG program, please contact Linda Boyle at (916) 263-1666, or by email at Linda.Boyle@hcd.ca.gov.

Sincerely,

Karen Patterson
CDBG Program Manager

Attachment: Pioneer Water System service map
1. The survey was needed because the target area is not located within one census block group. It is partly located in Census Tract 1.01, Block Groups 3 & 4 and partly in Census Tract 1.02, Block Group 2. See attached map.

2. The methodology for the survey was twofold. The survey was initially mailed out to all 717 units by the Amador Water Agency on January 6, 2014. All surveys included a stamped, self-addressed envelope to be returned directly to Cox Consulting who compiled the survey. The survey was then followed up by a door to door survey. Excluding those that were returned by mail, vacant, or refused to participate, surveyors went to all units 3 times, during weekday, evening and weekend hours. The door to door survey was conducted between January 13 and February 19, 2014.

Of the original 717 addresses, 27 were vacant, 2 were commercial units and 2 were demolished. This left 686 occupied units. The required number of surveys for CDBG was 300. The target area included 3 mobile home parks with a total 159 units (23% of the total). Seniors represented 26% of respondents. A total of 400 responses were received for a response rate of 58%. The low/mod percentage was 71.4%.

3. The attached map identifies the proposed project Area of Benefit. The shaded parcels represent the entire universe of current customers and all will receive benefit from the project. This is a self-contained system. Some un-shaded parcels are within the service area, but are either receiving water from private wells or are unimproved, or de-annexed from the water system.

There are no other public water providers within the target area, only private wells.

4. The survey did a universal sample. All units were mailed surveys. All units were contacted 3 times at weekday, evening and weekend hours. The minimum responses required for a universe of 686 units was 300. A total of 400 were received, exceeding the required number by 100 surveys.

5. It was a universal sample. All units were selected.

6. The survey was conducted by 3 surveyors- Farren Holmes, Wendy Bell, and Elizabeth Patrick under the supervision of Terry Cox of Cox Consulting. Surveyors worked between January 13 and February 19.
7. The follow up process was to return to each unit twice at the alternate hours to attempt to obtain a response.

8. There was no replacement process. It was a universal sample.

9. There was no random sampling. All target area residents were contacted.

10. Survey analysis form is attached. A few families reported very low incomes and a couple reported zero income. The surveyors recorded exactly what the respondent said. Because of the large sample size these responses have a negligible effect on the percentage low/mod-less than .1 percent.

11. All surveys had a tracking number which referred back to an address list to insure confidentiality.

12. Second homes were treated like all other units since they also receive benefit from the water system.

13. The survey forms are attached, one mail, one door to door. The difference in the 2 forms is that there is also a categorical income question for those that might be uncomfortable giving specific income information in the door to door survey. Other questions are also specifically allowed in Appendix F- Conducting an Income Survey p. H-3, “Include other questions if you like but make sure that the survey does not take too long”. The information derived from the categorical question is also required to fill out the CDBG application.

14. No surveys submitted per CDBG request.

15. In addition to those listed in #6, Penny Scheller did the tabulation.
**PIONEER CDBG SURVEY SUMMARY**  
**FEBRUARY 2014**

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<tr>
<td><strong>Total occupied units:</strong></td>
<td>686 units</td>
<td></td>
</tr>
<tr>
<td><strong>Total responses:</strong></td>
<td>400 units, 847 persons</td>
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<tr>
<td><strong>Response rate:</strong></td>
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<tr>
<td><strong>Low/mod income:</strong></td>
<td>71%</td>
<td></td>
</tr>
<tr>
<td>&lt;30% median income</td>
<td>144 (17%)</td>
<td></td>
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<tr>
<td>31-50% median income</td>
<td>231 (27%)</td>
<td></td>
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<tr>
<td>51-80% median income</td>
<td>230 (27%)</td>
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<tr>
<td>80%+ median income</td>
<td>242 (29%)</td>
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<tr>
<td><strong>Racial/ethnic</strong></td>
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<td></td>
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<tr>
<td>Hispanic</td>
<td>15 (2%)</td>
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<tr>
<td>White</td>
<td>828 (98%)</td>
<td></td>
</tr>
<tr>
<td>Asian</td>
<td>2 (.2%)</td>
<td></td>
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<tr>
<td>Pacific Islander</td>
<td>2 (.2%)</td>
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<tr>
<td>Asian/White</td>
<td>0 (0%)</td>
<td></td>
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<tr>
<td>Am. Indian/ black</td>
<td>1 (.1%)</td>
<td></td>
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<tr>
<td>Black</td>
<td></td>
<td></td>
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<tr>
<td>Black</td>
<td>1 (10%)</td>
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<tr>
<td>Am. Indian</td>
<td>6 (.7%)</td>
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<tr>
<td>Am. Indian/white</td>
<td>4 (.4%)</td>
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<tr>
<td>Black/white</td>
<td>0 (0%)</td>
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<tr>
<td>Other multiracial</td>
<td>3 (.3%)</td>
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</tr>
<tr>
<td><strong>Female Head of Household</strong></td>
<td>121 (18%)</td>
<td></td>
</tr>
<tr>
<td>Owner</td>
<td>334 (84%)</td>
<td></td>
</tr>
<tr>
<td>Renter</td>
<td>64 (16%)</td>
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</tr>
<tr>
<td><strong>Senior Head of Household</strong></td>
<td>223 (26%)</td>
<td></td>
</tr>
<tr>
<td><strong>Disabled family member</strong></td>
<td>85 (10%)</td>
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</table>
This survey will be used to apply for grant funding to reduce water rate increases. A high response rate is needed to obtain grant funding. For rental units, the tenant should complete the survey.

1. How many families currently reside at this address? ________
   (A family is defined as persons related by blood, marriage or adoption, living in the same household. 1 survey per family)

2. How many persons are in your family, including yourself? ________
   (If you are single with no dependents, write “1”).

3. Is your Head of Household female? _____ Yes _____ No

4. Is the Head of your Household 62 or older? _____ Yes _____ No

5. Is the Head of Household handicapped? _____ Yes _____ No

6. Do you own or rent the house you live in? Own_____ Rent _____

7. What is the current, total gross annual income of all your family members? ________
   (Including any related, dependent persons over age 65 or working dependent children over age 18).
   Include:
   * gross wages before deductions, * public assistance,
   * unemployment benefits, * social security * pensions * alimony * child support
   * net income from owning or operating a farm or business
   * any other source of income received regularly.

Demographic Information
8. Please check the ethnic group to which you belong:
   ______ Hispanic or Latino ______ Not Hispanic or Latino

9. Please check the racial group to which you belong:
   ____ White ____ Black/African American
   ____ Asian ____ American Indian/Alaskan Native
   ____ Native Hawaiian/Other Pacific Island ____ Am. Indian/Alaskan Native & White
   ____ Asian & White ____ Black/African Am. & White
   ____ Am. Indian/Alaskan & Black/African Am. ____ Other Multi-Racial

Thank you for your participation!

Please return this form in the postage-paid return envelope and mail it back.
This survey will be used to apply for grant funding to reduce water rate increases. A high response rate is needed to obtain grant funding.

1. How many families currently reside at this address? ________
   (A family is defined as persons related by blood, marriage or adoption, living in the same household. 1 survey per family)

2. How many persons are in your family, including yourself? ________

3. Is your head of household female? ___ Yes ___ No

4. Is the head of your household 62 or older? ___ Yes ___ No

5. Is the head of household handicapped? ___ Yes ___ No

6. Do you own or rent the house you live in? Own_____ Rent _____

7. What is the current, total gross annual income of all your family members? ________

5. CHOOSE THE COLUMN THAT CORRESPONDS TO THE NUMBER OF PERSONS IN THE HOUSEHOLD.

<table>
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<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
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<td>18,700</td>
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<td>31,150</td>
<td>34,600</td>
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<td>40,150</td>
</tr>
<tr>
<td>3</td>
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<td>33,240</td>
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<td>48,180</td>
</tr>
<tr>
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<td>49,850</td>
<td>55,350</td>
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<td>44,301</td>
<td>49,851</td>
<td>55,351</td>
<td>59,801</td>
<td>64,251</td>
</tr>
</tbody>
</table>

Demographic Information
8. Please check the ethnic group to which you belong:
   ________ Hispanic or Latino ________ Not Hispanic or Latino

9. Please check the racial group to which you belong:
   ___ White
   ___ Asian
   ___ Native Hawaiian/Other Pacific Island
   ___ Asian & White
   ___ Am. Indian/Alaskan & Black/African Am.
   ___ Black/African American
   ___ American Indian/Alaskan Native
   ___ Am. Indian/Alskn Native & White
   ___ Black/African Am. & White
   ___ Other Multi-Racial

By ___________________________ Date ___________________________
MEMORANDUM

TO: BOARD OF DIRECTORS, AMADOR WATER AGENCY
CC: GENE MANCEBO, GENERAL MANAGER
FROM: JOSHUA M. HOROWITZ & PATRICK K. FITZGERALD
DATE: NOVEMBER 1, 2017
RE: LEGISLATIVE REPORT FOR THE NOVEMBER 9, 2017 AMADOR WATER AGENCY BOARD MEETING

This report provides a final recap of the status of bills of potential interest to the Amador Water Agency that were considered in the 2017 session of the California Legislature:

STATE ASSEMBLY

Introduced: 12/05/16
Status: 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).
Existing law, with certain exceptions, establishes 8 hours as a day’s work and a 40-hour workweek, and requires overtime pay for additional hours work. AB 5 would require an employer with 10 or more employees to offer additional hours of work to an existing non-exempt employee before hiring an additional employee or subcontractor using a transparent, nondiscriminatory process to distribute the additional hours of work among existing employees, except that the employer will not be required to offer an employee additional work hours if it would result in the employer having to compensate the employee with overtime pay under applicable laws or a collective bargaining agreement. The bill also would require the employer to post a specified notice of employee rights and to maintain certain related documentation. In addition, it would authorize an employee to file a complaint for violations of AB 5’s provisions with the Division of Labor Standards Employment, and would make a violation of AB 5 punishable by civil penalty.
ACWA: None.

AB 12 (Cooley) – State Government: Administrative Regulations: Review.
Introduced: 12/5/2016
Status: 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).
This bill would require each state agency to review that agency’s regulations by January 1, 2020, identify any regulations that are duplicative, overlapping, inconsistent, or outdated, to revise those identified regulations, and report to the Legislature and Governor, as specified. The bill would repeal these provisions on January 1, 2021.
ACWA: None.

Introduced: 12/5/2016
Status: 09/01/2017 – Passed from Senate Comm. on Governance & Finance, re-referred to Senate Comm. on Appropriations, held in committee.
This bill would enact the California Clean Water, Climate, and Coastal Protection and Outdoor Access for All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds amounting to $3,470,000,000 pursuant to the State General Obligation Bond Law to finance a clean water, climate, and coastal protection and outdoor access for all programs.
ACWA: Favor if amended.

AB 277 (Mathis) – Water and Wastewater Loan and Grant Program.
Introduced: 02/01/2017
Status: 10/05/2017 – Approved by the Governor; chaptered by Secretary of State - Chapter 438, Statutes of 2017.
This bill would authorize the SWRCB to establish the Water and Wastewater Loan and Grant Program that would provide funds to nonprofit organizations (that provide financial and technical assistance to disadvantaged communities) and counties for projects benefiting residents and small water systems for the following purposes: extend or connect water or wastewater service lines to the applicant’s residence or plumbing; pay reasonable charges or fees for connecting to a water or wastewater system; pay costs to close abandoned septic tanks and water wells; deepen or improve an existing groundwater well; install a water treatment system if the groundwater exceeds a primary or secondary drinking standard; and improve, rehabilitate, replace, or repair existing groundwater wells and associated equipment.
ACWA: Favor.

AB 313 (Gray) – Water.
Introduced: 02/06/2017
Status: 10/15/17 – Vetoed by the Governor.
AB 313 would establish a Water Rights Division within the Office of Administrative Hearings to conduct hearings pursuant to the Administrative Procedure Act. It would deem a decision made by an administrative law judge in the Division to be a recommendation and not final until accepted by the SWRCB’s executive director; authorize appeals of the executive director’s decision on the recommendation or of the adoption of the recommendation due to the failure to act; and authorize Water Rights Fund expenditures by the Division upon appropriation by the Legislature. This bill also would, beginning July 1, 2018, authorize the SWRCB to issue a complaint seeking an order, instead of directly issuing the order, requiring a person to cease and desist from diverting or using water, other than as authorized, and would make confirming changes to the law. The complaint would have to be served by personal notice or certified mail, and inform the person that he or she may request a hearing before the Office of Administrative Hearings. The bill would deem a decision made by an administrative law judge to be a recommendation and not final until accepted by the SWRCB. The bill also would authorize, following the SWRCB’s acceptance, modification or rejection of the recommendation, the SWRCB to issue a cease and desist order and an appeal of the SWRCB’s decision to a superior court.
ACWA: Support.

AB 321 (Mathis) – Groundwater sustainability agencies.
Introduced: 02/07/2017
Status: 07/18/2017 – Approved by the Governor; chaptered the Secretary of State - Chapter 67, Statutes of 2017.

SGMA requires a groundwater sustainability agency (GSA) to consider the interests of all beneficial users and users of groundwater, as well as those responsible for implementing groundwater sustainability plans (GSPs), including, among other interests, holders of overlying groundwater rights, including agricultural users and domestic well owners. This bill would specifically include farmers, ranchers, and dairy professionals in the agricultural users whose interests a GSA is required to consider.

ACWA: Watch.

AB 474 (Garcia) – Hazardous waste: Spent brine solutions.

Introduced: 02/13/2017

Status: 10/15/2017 – Approved by the Governor; chaptered by the Secretary of State – Chapter 840, Statutes of 2017.

Existing law exempts from certain requirements of the Hazardous Waste Control Law the wastes from extraction, beneficiation, or processing of ores and minerals that are not subject to regulation under the federal Resource Conservation and Recovery Act of 1976, including spent brine solutions used to produce geothermal energy that meet specified requirements. This bill would exempt spent brine solutions that are byproducts of the treatment of groundwater for purposes of meeting California drinking water standards from those same requirements if certain conditions are met, including: (i) that spent brine solutions are transferred for dewatering via a closed piping system to lined surface impoundments regulated by regional water quality control boards; (ii) the spent brine solutions are treated, prior to transfer to lined surface impoundments, with a technology that renders the spent brine solutions nonhazardous for all contaminants, except selenium; and (iii) mitigation measures are used to prevent birds from coming into contact with spent brine solutions in lined surface impoundments containing hazardous levels of selenium.

ACWA: Favor.

AB 851 (Caballero) – Local agency: contracts.

Introduced: 02/16/2017

Status: 10/15/2017 – Approved by the Governor; chaptered by Secretary of State – Chapter 821, Statutes of 2017.

As previously written, this bill would authorize special districts that provide or operate flood protection, habitat restoration or enhancement, groundwater recharge or storage, surface water storage, water treatment facilities, wastewater facilities, solid waste management facilities, water recycling facilities, and fire protection facilities to use the design-build procurement process when contracting for specified public works. It also would have expanded the list of public works projects for which local agencies may utilize the design-build procurement process. However, as amended by the author on May 10, 2017, this new authority would be provided only to Santa Clara Valley Water District.

ACWA: Favor.

AB 968 (Rubio) – Urban Water Use. Water Efficiency.

Introduced: 02/16/2017

Status: 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).

This bill is being sponsored by the Regional Water Authority (RWA) and Irvine Ranch Water District, and has widespread support among local water agencies and business groups statewide, particularly in the Sacramento region. It also is being actively supported
by ACWA. It presents an alternative to the administration’s bills (AB 1668/1669 and Budget Trailer Bill 810) and is being touted, along with AB 1654, as the vehicle that would establish new water efficiency targets for urban retail water suppliers for 2025 in a manner that provides three options for use in determining targets, recognize and incentivize development of resilient supplies such as recycled water, and protect existing water rights. It also would preserve the Legislature’s authority and oversight over long-term water use target setting (as opposed to allowing the SWRCB to set targets) and require DWR to establish a collaborative urban stakeholder process to continue improvement in water use efficiency beyond 2025.

Among other things, AB 968 would specifically revise the definitions of “gross water use” and recycled water” for purposes of developing urban water use targets and an interim urban water use target; require DWR to reconvene its Urban Stakeholder Committee in order to develop certain methodologies; require the Committee, by January 1, 2020 and every 5 years thereafter, to develop a report to provide information and recommendations to DWR and the Legislature about new demand management measures, technologies, and approaches; require, by December 31, 2025, the Committee (in consultation with DWR and SWRCB) to submit a report to the Legislature recommending for potential adjustments to water efficiency targets and commercial, industrial, and institutional performance measures; and require DWR to convene a commercial, industrial, and institutional water use efficiency task for by July 1, 2018 to recommend appropriate water efficiency measures for various segments of the commercial, industrial, and institutional water use sector.

This bill also would make amendments to the Urban Water Management Planning Act by requiring each urban retail water supplier to develop a water efficiency target, as defined, for 2025 in its 2020 urban water management plan (UWMP), and to achieve that target. It also would authorize a water supplier to adjust and update the water efficiency target, as appropriate, when the supplier reports its compliance to achieving the water efficiency targets and its implementation of the identified performance measures in its 2025 UWMP. It would require each urban retail water supplier to meet its adjusted 2025 water efficiency target by December 31, 2025, unless the supplier submits certain reports to DWR.

Finally, AB 968 would require DWR, by July 1, 2019, to provide to urban retail water suppliers in electronic form a database of validated aerial imagery and specified measured irrigable area, and to conduct a statistically valid review of the accuracy of the information in the database before providing it to an urban retail water supplier. It also would extend the deadline for a water supplier to submit its UWMP if DWR does not release the database by July 1, 2019.

ACWA: Support.

AB 975 (Friedman) – Natural resources: Wild and scenic rivers.
Introduced: 02/16/2017
Status: 06/05/2017 – Ordered to inactive file at request of Assembly Member Friedman; may be acted upon Jan. 2018 (2-year bill).
Existing law states California’s policy that certain rivers possessing extraordinary scenic, recreational, fishery, or wildlife values shall be preserved in their free-flowing state, together with their immediate environments, for the benefit and enjoyment of the people of the State. This bill would revise that policy to specify that certain rivers possessing extraordinary scenic, recreational, fishery, wildlife, historical, cultural, geological, or other similar values shall be preserved in their free-flowing state, together with their immediate environments, for the benefit and enjoyment of the people of the State. It would also revise the definition of “immediate environments” and add a definition for the term “extraordinary value” to mean “a natural, cultural, or similar value that is outstanding or remarkable in a local, regional, or statewide context.
ACWA: Oppose.

AB 1323 (Weber) – Sustainable water use and demand reduction: stakeholder workgroup.
Introduced: 02/17/2017
Status: 09/01/2017 – Failed deadline for passage out of Senate Comm. on Appropriations; may be acted upon Jan. 2018 (2-year bill).
This bill would require DWR to convene a stakeholder workgroup with specified invited participants, including, among others, representatives of urban water suppliers, DWR and the SWRCB, no later than February 1, 2019. The bill would require the stakeholder workgroup to develop, evaluate, and recommend proposals for establishing new water use targets for urban water suppliers and to examine and report to the Governor and the Legislature by December 31, 2019, as specified. The bill would require all expenses for the stakeholder working group to be the responsibility of the non-state agency stakeholders, although no local agency would be required to contribute to the workgroup’s expenses. This bill would be automatically repealed on January 1, 2023.
ACWA: Favor.

AB 1654 (Rubio) – Water shortage: urban water management planning.
Introduced: 02/17/2017
Status: 07/17/2017 – Failed committee passage deadline (Comm. on Rules); may be acted upon Jan. 2018 (2-year bill).
This bill was originally part of the two-bill package being sponsored by RWA and Irvine Ranch Water District, and is being actively supported by ACWA. It proposed to establish new water supply and demand reporting requirements for urban water suppliers and prohibit a water supplier from being required to reduce its use of available water supplies beyond the steps specified in its water shortage contingency analysis, thereby protecting water suppliers’ and their customers’ investments in resilient water supplies.

Assembly Member Rubio had amended this bill to delete all of its previous language and to make it a spot bill concerning water conservation. While it was thought that this bill might become a vehicle for moving compromise water conservation legislation through the Legislature, Assembly Member Rubio elected not to amend the bill when the Legislature returned from the summer recess.
ACWA: Support.

AB 1667 (Friedman) – Water Management Planning.
Introduced: 02/17/2017
Status: 07/14/2017 – Failed committee passage deadline (Sen. Comm. on N.R. & W.), may be acted upon Jan. 2018 (2-year bill).

This bill would require the SWRCB, in consultation with DWR, to adopt long-term standards for urban water conservation and water use on or before May 20, 2021. The bill would also require the SWRCB, in consultation with DWR, to adopt performance measures for commercial, industrial, and institutional water use on or before that date. The bill would authorize a court or public entity to hold a person civilly liable in an amount not to exceed $10,000 for a violation of a regulation adopted under these provisions, unless the regulation provides otherwise.

The bill would require an urban water supplier to calculate a water use target, as provided, no later than July 1 of each calendar year, beginning the calendar year after the board adopts long-term standards for urban water conservation and water use. The bill would require an urban water supplier to submit an annual report to the department for these purposes by July 1 of each year. The bill would authorize the SWRCB to issue information orders, written notices, and conservation orders to an urban water supplier that does not meet its water use target, as specified. The bill would also authorize the SWRCB to issue a regulation or informational order requiring a distributor of a public water supply to submit information relating to water production, water use, or water conservation.

Among other things, this bill also would require the annual report for the prior year to be submitted to DWR April 1 of each year, as provided, and to be organized by basin within the service area of the agricultural water supplier. It would authorize the SWRCB to issue a cease and desist order in response to a violation or threatened violation of any regulation adopted by the board, except as provided.

In addition, the bill would require an urban water management plan (UWMP) to be updated on or before July 1, in years ending in 6 and one, incorporating updated and new information from the 5 years preceding the plan update. The bill would require DWR to propose to the Governor and the Legislature, on or before August 1, 2020, recommendations and guidance relating to the development and use of countywide drought contingency plans to address drought planning for small water suppliers and rural communities, as provided. It would require a UWMP to contain a drought risk assessment that examines water shortage risks for a drought lasting the next 5 or more consecutive years.

This bill would require an urban water supplier to prepare, adopt, and periodically review a water shortage contingency plan (WSCP), as prescribed, and as part of its UWMP. The bill would require the plan to consist of certain elements that are within the authority of the urban water supplier, including, among other things, annual water budget forecast procedures, standard water shortage levels, shortage response actions, and communication protocols and procedures. It would require an urban water supplier to make the WSCP available to its customers and any city or county within which it provides water supplies no later than 30 days after adoption; and to conduct an annual water budget forecast and submit an annual water shortage assessment report to DWR with information for anticipated shortage, triggered shortage response actions, compliance and enforcement actions, and communication actions consistent with the supplier's water shortage contingency plan by June 1 of each year. It would also require the supplier to adhere to the procedures and implement determined shortage response actions in its WSCP in drought and water shortage conditions.
The bill would require the governing body of a distributor of a public water supply to declare a water shortage emergency condition whenever it finds and determines the above-described circumstances or upon determining a water shortage of 40% or greater exists. The bill would require an urban water supplier to declare a water shortage emergency if either a water shortage of 40% or greater is determined to exist or in the event that a severe catastrophic interruption of the urban water supplier's water supply has occurred. The bill would require an urban water supplier to coordinate with any city or county within which it provides water supply services for a possible proclamation of a local emergency. Finally, it would require an agricultural water supplier to update its agricultural water management plan on or before April 1, 2021, and thereafter on or before April 1 in years ending in 6 and in years ending in one. The bill would require an agricultural water supplier to submit its plan to the department no later than 30 days after the adoption of the plan. The bill would require the department to review an agricultural water management plan and notify an agricultural water supplier if DWR determines that it is noncompliant, as provided. The bill would authorize DWR, if it has not received a plan or determined that the plan submitted is noncompliant, to contract with certain entities to prepare or complete a plan on behalf of the agricultural water supplier.

Finally, the bill would require an agricultural water supplier to submit copies of its plan to specified entities no later than 30 days after DWR's review of the plan. The bill would require DWR to submit its report summarizing the status of the plans to the Legislature on or before April 30 in years ending in 7 and in years ending in 2.

ACWA: Watch.

**AB 1668 (Friedman) – Water management planning.**

**Introduced:** 02/17/2017

**Status:** 09/15/2017 – Passed by Senate Comm. on Appropriations and re-referred to Comm. on Rules.

This bill is widely known as the “administration’s bill” and aims to create a new drought response plan by making numerous changes to water supply planning and drought planning to incorporate climate change, enhance water supply analysis, and strengthening the enforceability of UWMPs and drought contingency planning.

Assembly Member Freidman has amended this bill to delete all of its previous language and to make it a spot bill concerning water conservation. As discussed below, this (and SB 606, containing identical language) has become a vehicle for moving compromise water conservation legislation through the Legislature.

ACWA: Oppose Unless Amended.

**AB 1669 (Friedman) – Urban water conservation standards and use reporting.**

**Introduced:** 02/17/2017

**Status:** 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).

This bill, similar to AB 1668, is widely known as the “administration’s bill” and is the competing bill to AB 968. It requires the SWRCB, in consultation with DWR, to adopt long-term standards for urban water conservation and water use by May 20, 2021. Specifically, it would require the long-term standard to include indoor residential use, outdoor irrigation water use, and industrial, institutional and commercial use; allow SWRCB, in consultation with DWR, to adopt and update interim standards for urban water conservation and water
use; prohibit the SWRCB from setting new or revised standards after it adopts long-term standards; require the long-term standards to be adopted in accordance with the regular rulemaking process; provide that a person who violates a long-term standard regulation be held civilly liable for up to $10,000; extend the drought or water waste emergency regulation adopted by the SWRCB from 270 days to 1 year; allow any decision or order allowed under existing urban water conservation law and under the long-term standards that could be adopted under this bill to be subject to judicial review; and allow the SWRCB to issue a cease and desist order to a person violating or threatening to violate a long-term standard that could be adopted under this bill.

ACWA: Oppose.

***Current status of Long-term Water Conservation Legislation:

On August 2, 2017, Dennis O'Connor, the principal consultant to the Senate Committee on Natural Resources & Water, convened a meeting of interested parties to review a proposal on long-term water conservation put forward by Senators Bob Hertzberg (southern California) and Nancy Skinner (Oakland). Following this and other conversations with stakeholders, AB 1668 and SB 606 were amended on August 21 to include the long-term water conservation proposal.

The proposal is better than the previous proposals from the Governor and Assembly member Friedman that would place all power to implement long-term water conservation permanently in the SWRCB's hands, but it is far from perfect. Among other things, there are a number of terms that are undefined and how much power to mandate measures the SWRCB and DWR will have on the one hand, versus the authority water agencies will have on the other hand to exercise local control, also is left to negotiation of the bill language.

The key provisions of the proposal include:

- It would not grant the SWRCB continuing authority to modify the conservation standards, but rather would allow the SWRCB, in consultation with DWR, to set standards for interior residential use, exterior residential use, leaks, CII use, and “other water uses” once under detailed factors established in the bill. Standards would be set for urban retail water suppliers, urban wholesale water suppliers, and “distributors of recycled water."

- The authors appear willing to place some limits on the SWRCB's authority to issue new emergency conservation regulations during a future drought by stating legislative intent that the SWRCB should defer to local programs “to the extent possible."

- It allows local agencies to calculate their targets, which presumably would leave some room to maneuver under the standards set by the SWRCB. It also would allow local agencies to adopt alternate targets. It's not clear how this would work because the proposal is not detailed, but the concept is better than full, permanent SWRCB control.
- It would require the SWRCB to adopt variances, although again how this would work is undefined.

- The proposal includes language about how failure to meet a target could be considered in evaluating unreasonable use, but would not be definitive proof of unreasonable use. Because this language is similar to existing law, it will be very hard to dislodge from any legislation. But it probably is not a big legal problem because if someone claims that a local agency is using water unreasonably, the SWRCB already may consider this issue in any proceeding and the targeted agency has the right to provide evidence rebutting such claims.

- The SWRCB would be authorized to issue cease and desist orders against water users only in two circumstances: (1) if the SWRCB finds that an urban water supplier has failed to make a good faith effort to comply with the Act; and (2) issuance of conservation orders" in undefined circumstances. The "lack of good faith" standard would be hard to force for the SWRCB to prove. Even if it can, the SWRCB's only remedy would be to require that the water supplier comply with the act. More concerning is that the SWRCB would have continuing authority to issue "conservation orders". Such orders are rare so the water community has little experience with them, but SWRCB staff sought to write those orders very broadly during the drought.

The Hertzberg/Skinner proposal at least reflects the water industry's views that the Legislature should define in some detail the terms and conditions for long-term water conservation and ensure that there is some local control. As a result, this proposal is a much better basis for negotiation than the administration's framework proposal that would give the SWRCB authority to impose "top down" mandates.

The bill was further amended on August 29. Subsequent amendments included lowering the standard for individual residential water use after 2025 to 50 gallons per capita daily, with the pre-2025 standard (following adoption by the SWRCB) set at 55 gallons. The amendments also clarified that a conservation order issued by the SWRCB may not curtail or otherwise limit the exercise of a water right. Further amendments are expected regarding credit for recycled water received by an urban water supplier to its urban water use objective.

On August 30, 2017, ACWA and the water industry's "north-south" coalition, and other groups re-iterated their "oppose unless amended" position on the legislation, identifying the following issues with the bill:

- The bill grants to the SWRCB the authority to adopt a variety of enforceable water use standards, but the bill does not clearly define such standards.

- The bill provides only a temporary and limited credit for recycled water (starting at 10% maximum, declining by 1% each year for 10 years), which does not adequately protect and encourage investments in recycled water and potable reuse.
The one-time requirement for DWR to provide data to water suppliers to calculate the required annual water use objective is insufficient, so the annual reporting requirement should be removed or water suppliers should be provided with regularly updated data.

The bill should require the establishment of variances from standards to account for unique local conditions as well as technical, economic, and administrative feasibility. The current proposal grants state agencies the discretion whether to adopt variances.

The new enforcement powers granted to state agencies should be shifted from a focus on punitive enforcement toward technical assistance and information-sharing.

Ultimately, both AB 1668 and SB 606 became 2-year bills when they were held in the legislature on Sept. 16. Notwithstanding late-breaking amendments, ACWA maintained an “oppose unless amended” position for both bills.

STATE SENATE

Introduced: 12/5/2016
Status: 10/15/17 – Approved by the Governor; chaptered by Secretary of State – Chapter 852, Statutes of 2017.
This bill would enact the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, which, if approved by the voters, would authorize the issuance of bonds in an amount of $3,832,000,000 pursuant to the State General Obligation Bond Law to finance a drought, water, parks, climate, coastal protection, and outdoor access for all program. SB 5 includes $1.050 billion for four Proposition 1 funding categories: Clean Water/Drinking Water SRF; Integrated Regional Water Management; Groundwater Sustainability/Cleanup; and Recycling/Desalination.
ACWA: Favor if amended.

SB 80 (Wieckowski) – California Environmental Quality Act: Notices.
Introduced: 01/11/2017
Status: 10/15/2017 – Vetoed by the Governor. In Senate; consideration of Governor’s veto pending.
Under the California Environmental Quality Act (CEQA), lead agencies are required to post certain notices for environmental documents for a period of 20 or 30 days in the office of the county clerk in the county where the project will be located, and also to mail the notices to persons who have filed written requests for notices. This bill would require the lead agency to post notices on the agency’s website and to offer to provide those notices by e-mail if it determines that a project falls within a class of projects that is exempt from CEQA. It also would require the county clerk to post the CEQA notices on the county’s website for 30 days, and require that a notice of determination be filed with the county clerk for projects that are exempt from CEQA’s requirements.
ACWA: Oppose unless amended.
SB 163 (Bradford) – Elections: Domicile: Residence.
Introduced: 1/19/2017
Status: 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).
Existing law defines “residence” for voting purposes as a person’s domicile. Existing law describes the domicile of a person as that place in which his or her habitation is fixed, wherein the person has the intention of remaining, and to which, whenever he or she is absent, the person has the intention of returning. Existing law provides that a person may have only one domicile at a given time, but may have more than one residence. Existing law also provides that, for purposes of determining the domicile of a Member of the Legislature or a Representative in the Congress of the United States, it shall be conclusively presumed that the residence address indicated on that person’s currently filed affidavit of voter registration is that person’s domicile. This bill would provide that a person’s domicile or residence may also be the place in which the person has legal tenancy. This bill would define legal tenancy for voting purposes to mean a person’s right to possess or hold property, whether by lease or by title. This bill would provide that the conclusive presumption for determining a legislator’s domicile applies if the person has legal tenancy at the residence address indicated on his or her affidavit of voter registration.
ACWA: No position.

SB 224 (Jackson) – California Environmental Quality Act: Baseline conditions.
Introduced: 02/02/2017
Status: 08/21/2017 – Re-referred to in Senate Comm. on Rules.
This bill would have required the state Office of Planning and Research (OPR), on or after January 1, 2018, to prepare and develop proposed changes or amendments to the CEQA guidelines to determine the baseline physical conditions by which a lead agency determines whether a project has a significant effect on the environment. This bill further would have required OPR to, in developing its recommendations, limit the consideration of modifications to the environment at the project site caused by certain actions. On August 21, 2017, this bill was gutted and amended as a bill to amend the Civil Code regarding sexual harassment.
ACWA: No position.

SB 229 (Wieckowski) – Accessory dwelling units.
Introduced: 02/02/2017
Status: 10/08/2017 – Approved by the Governor; chaptered by the Secretary of State – Chapter 594, Statutes of 2017.
Under existing law—specifically, under SB 1069 that was passed by the Legislature last year, cities and counties are prohibited from considering accessory dwelling units as a new residential use for purposes of calculating connection fees or capacity charges for utilities, including water and sewer service, under the Planning and Zoning Law. Moreover, for an accessory dwelling unit constructed in an existing space, existing law prohibits cities and counties from requiring the applicant to install a new or separate utility connection directly between the accessory dwelling unit and the utility and from imposing a related connection fee or capacity charge. This bill would extend the applicability of both of the above prohibitions to special districts.
ACWA: Watch.
SB 231 (Hertzberg) – Local government: Fees and charges.
Introduced: 02/01/2017
Status: 10/06/2017 – Approved by the Governor; chaptered by the Secretary of State – Chapter 536, Statutes of 2017.
Proposition 218 generally requires that assessments, fees, and charges be submitted to property owners for approval or rejection after the provision of written notice and the holding of a public hearing. The Proposition 218 Omnibus Implementation Act prescribes specific procedures for local jurisdictions to comply with Prop. 218 and defines terms for these purposes. This bill would define the term “sewer” for these purposes. The definition is broad and would include storm sewers and storm waters. The bill would make findings and declarations relating to the definition of the term “sewer” for these purposes.
ACWA: Favor.

SB 265 (Berryhill) – Disaster relief.
Introduced: 02/08/2017
Status: 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).
The California Disaster Assistance Act provides that the state share for disaster project allocations to local agencies is no more than 75% of total state eligible costs, except for specified events for which the state share is up to 100% of state eligible costs. This bill would provide that the state share for the removal of dead and dying trees in connection with the Governor’s Proclamation of a State of Emergency issued on October 30, 2015, is no more than 90% of total state eligible costs.
ACWA: No position.

SB 427 (Leyva) – Community water systems: Lead user service lines.
Introduced: 02/15/2017
Status: 09/11/2017 – Approved by the Governor; chaptered by the Secretary of State – Chapter 238, Statutes of 2017.
After agreeing in the 2016 legislative session to substantially amend SB 1398 to soften its impacts on public water system, this bill would resurrect the stringent provisions that Senator Leyva removed from her SB 1398. SB 427 would, by July 1, 2020, require a community water system to provide the timeline for replacement of known lead user service lines in use in its distribution system to the SWRCB. It also would require a community water system that has identified areas that may have lead user service lines in its distribution system to (a) provide to the SWRCB a determination as to whether there are in fact any lead user service lines in use and provide a timeline for replacement of those lead use service lines, and (b) provide findings as to whether there are any areas for which it cannot determine the content of the user service lines and a timeline for the replacement of those user service lines. This bill also would impose related reporting requirements.
ACWA: Watch.

SB 606 (Hertzberg/Skinner) – Water management planning
Introduced: 02/17/2017
ACWA: Oppose unless amended.
SB 623 (Monning) – Safe and Affordable Drinking Water Fund.
Introduced: 02/17/2017
Status: 09/01/2017 – From Assembly Comm. on Appropriations without recommendation and referred to Comm. on Rules; may be acted upon Jan. 2018 (2-year bill).
This bill would establish the Safe and Affordable Drinking Water Fund in the State Treasury and would provide that moneys in the fund are continuously appropriated to the SWRCB. As currently written, the bill would require the SWRCB to administer the fund and would require the SWRCB to expend moneys in the fund for grants, loans, contracts, or services to assist those without access to safe and affordable drinking water consistent with a fund implementation plan that is adopted annually. It would prohibit the SWRCB or a regional board, beginning January 1, 2028, from subjecting an agricultural operation to specified enforcement from causing/contributing to an exceedance of a water quality objective for nitrate in groundwater or to a condition of pollution or nuisance for nitrates if the agricultural operation demonstrates that it has satisfied certain mitigation requirements, including, among other requirements, the timely payment of any applicable fee, assessment, or charge into the fund. On August 21, 2017, the bill was amended to add a tax on drinking water (called a “safe and affordable drinking water fee”) to fund DAC drinking water programs. On July 26, 2017, ACWA sent out an alert asking for members to oppose SB 623; this Board subsequently voted to oppose the bill.
ACWA: Oppose unless amended.

SB 740 (Wiener) – Onsite treated water.
Introduced: 02/17/2017
Status: 05/26/2017 – Not reported to the floor by fiscal committee by May 26 deadline; may be acted upon Jan. 2018 (2-year bill).
This bill would, on or before December 1, 2018, require the SWRCB, in consultation with other state agencies, to adopt regulations consistent with federal and state law in effect on January 1, 2018, to provide comprehensive risk-based standards for local jurisdictions permitting programs for onsite recycling of water in multifamily residential, commercial, and mixed-use buildings for nonpotable use. It would require the regulations to address specified issues and practices relating to the management, monitoring, and treatment of recycled water for nonpotable use. The bill also would require that a local jurisdiction comply with those regulations if the local jurisdiction allows the onsite recycling of water and subsequent uses of that recycled water.
ACWA: No position.

SB 778 (Hertzberg) – Water systems: consolidations: administrative and managerial services.
Introduced: 02/17/2017
Status: 09/01/2017 – Hearing held on September 1. Held in Assembly Comm. on Appropriations and under submission; may be acted upon Jan. 2018 (2-year bill).
Similar to SB 623, SB 778's current language serves as a placeholder for a major proposal on drinking water funding that the environmental justice community and others are developing. As currently written, the bill would require, on or before March 1, 2018, and regularly thereafter, the SWRCB to post on its website an analysis of all voluntary and ordered consolidations of water systems that have occurred on or after July 1, 2014, including the resulting outcomes of the consolidations and whether the consolidations have succeeded or failed in providing an adequate supply of safe drinking water to the communities served by the consolidated water systems.
According to ACWA staff, two major issues are being discussed: the operation and maintenance costs for drinking water treatment in certain disadvantaged communities; and drinking water affordability. This bill is likely to address the funding sources for one or both of these issues and will likely be a major bill for ACWA. Accordingly, ACWA will be monitoring this bill closely.
ACWA: Watch.

SCA 4 (Hertzberg) – Water conservation.
Introduced: 02/01/2017
Status: 02/16/2017 – Referred to Senate Comm. on Rules for assignment.
This Senate Constitutional Amendment states the intent of the Legislature to propose a ballot measure to amend the California Constitution to include Article X C, which would provide local water agencies with the discretion to offer “lifeline” subsidized water rates to low income customers and increased flexibility to set and impose tiered water rates to promote water conservation.
ACWA: Sponsor on specified conditions.

FEDERAL LEGISLATION

HR 23 (Valadao) – Gaining Responsibility on Water (GROW) Act
Introduced: 01/03/2017
Status: 07/18/2017 – Received in the Senate and referred to the Committee on Energy and Natural Resources.
HR 23 is a variant of HR 1837 from 2015. As passed by the House and sent to the Senate, this bill is very long and is controversial both within the Republican caucus in the House and in the Senate, where both California senators oppose it. Governor Brown also has announced his opposition to the bill. Because of the Senate’s rules, until Senators Feinstein and Harris remove their opposition or HR 23 is amended to their satisfaction, the bill will not move in the Senate.

The key items of interest in this bill are:

- The U.S. Bureau of Reclamation’s obligations under the CVPIA to provide environmental water flows to restore anadromous fish production in the Central Valley would be limited to a reasonable amount not to exceed 800,000 acre-feet annually (800,000 AF is the current environmental water floor). Any such water supplies purchased must be at a reasonable cost and take into account the need for those supplies to remain available for consumptive uses.

- Reclamation would be required to expedite water transfers under a number of detailed requirements in the existing bill.

- The State of California would be prohibited from imposing restrictions on the “take” of any nonnative fish that preys upon one or more native fish species in the Sacramento and San Joaquin Rivers and their tributaries or the Sacramento-San Joaquin Rivers Delta.
• The Department of Interior would be required to strictly comply with California's water rights law and priorities and to honor water rights senior to those held by the CVP. This bill also includes provisions to ensure that the Endangered Species Act is implemented in a manner that honors water right priorities.

• The Secretary of Interior would be required to ensure there are no redirected adverse water supply or fiscal impacts to water right holders and water users within the Sacramento River or the San Joaquin River watershed or to the State Water Project arising from CVP operations.

• Section 405 of HR 23 expresses Congressional disapproval and opposition to the violation of private property rights by the California State Water Resources Control Board and expresses the need to provide reliable water supplies to municipal, industrial, and agricultural users across the State.

• The Secretary of the Interior would be authorized to partner with local joint powers authorities to advance surface storage projects including the Shasta Dam and Los Vaqueros expansion, construction of Sites Reservoir, and construction of a new facility on the Upper San Joaquin River, if non-federal funds are used for construction. HR 23 would impose certain requirements and timelines on federal agencies for facilitating these and other surface water storage and supply projects.