AMADOR WATER AGENCY
SPECIAL MEETING
OF THE
BOARD OF DIRECTORS OF THE
AMADOR WATER AGENCY
HAS BEEN CALLED BY THE PRESIDENT FOR
September 16, 2020
1:00 p.m.
12800 Ridge Road
Sutter Creek, CA 95685

Public Notice: Members of the public will have the opportunity to directly address the Agency Board of Directors concerning any item listed on this Special Meeting Notice before or during consideration of that item.

There is a three-minute time limit per person.

In order to accommodate the social distancing practices required to reduce the risk of spreading COVID-19 and provide for the safety of the public, our employees and Board of Directors, the Agency will conduct its public meetings via teleconference until further notice. Some members of the Board and staff will be attending this meeting in person, however this meeting is not open to the public. Members of the public may participate by using the call in number listed below.

1. CALL TO ORDER

Members of the public who wish to participate in the Special Board Meeting may do so by using the information below:

United States (Toll Free): 1 877 309 2073
- One-touch: tel:+18773092073,,941894757#

United States: +1 (646) 749-3129
- One-touch: tel:+16467493129,,941894757#

Access Code: 941-894-757

2. WATER SYSTEM
A. Protest Dismissal Agreement Between Amador Water Agency and the California Department of Water Resources
   1. Discussion and possible action to approve an agreement between the Agency and the California Department of Water Resources to resolve the Department's protest to the Agency's pending application 5647X03 for a new CAWP water right and authorize the Board President to sign it.

3. ADJOURNMENT
PROTEST WITHDRAWAL AGREEMENT BETWEEN AMADOR WATER AGENCY 
AND THE CALIFORNIA DEPARTMENT OF WATER RESOURCES

THIS AGREEMENT is made effective as provided in paragraph 6 below by and between
the Amador Water Agency (“AWA”), a California special district, and the Department of Water
Resources of the State of California (“DWR”). AWA and DWR are also collectively referred
to herein as the “Parties” and individually as a “Party”.

Recitals

A.  AWA has filed the Petition for Partial Assignment of State Filed Application 5647 and
Accompanying Application 5647X03 for a new water right permit for direct diversion of
1,050 acre-feet annually (“afa”) and 1,400 acre-feet (“af”) by diversion to storage to serve its
Central Amador Water Project (“CAWP”). This petition and application are referenced in this
Agreement as the Application. The Application is based on a proposed reversion of 1,050 afa of
Jackson Valley Irrigation District’s (JVID) existing water right Permit No. 12167 ("JVID Permit"),
which currently authorizes JVID to appropriate 3,850 afa of water from the Mokelumne River
and its tributaries.

B.  DWR timely filed a protest to the Application. DWR indicated in its protest that it
would withdraw the protest if the permits issued to applications 5647X03 and 5647B are
conditioned with standard permit terms 80, 90 and 91.

C.  AWA has stated that it has no objection to the inclusion of Standard Permit
Terms 80 and 90 in any permit issued by the State Water Resources Control Board (“SWRCB”);
but objects to the inclusion of Term 91 in any permit to be issued on the Application.

D.  The Parties have worked to resolve the concerns set forth in DWR’s protest. In
light of the SWRCB’s pending hearing on AWA’s Application, the Parties wish to enter into an
agreement that fully states the terms agreed to by AWA and DWR that resolve DWR’s protest
and to have these terms incorporated into a new water right permit anticipated to be issued
based on AWA’s Application (the “AWA Permit”).

E.  In entering into this Agreement, it is the mutual intent of the Parties to recognize
that the AWA Permit is subject to modification by the SWRCB in order to adequately supply fish
and wildlife beneficial uses within the San Francisco Bay/Sacramento-San Joaquin Delta Estuary
(Bay-Delta) while also respecting the priority of the AWA Permit relative to other rights in the
Bay-Delta.

Agreement

NOW, THEREFORE, the Parties agree as follows:

{00185413.1}
1. The Parties shall jointly present this Agreement to the SWRCB. AWA shall request, and DWR will support such request, that the SWRCB insert the following term into the AWA Permit:

The quantity of water diverted under this right is subject to modification, through curtailment, by the State Water Board if, after notice to right holder and an opportunity for hearing, the State Water Board finds that such modification is necessary to adequately supply fish and wildlife beneficial uses within the San Francisco Bay/Sacramento-San Joaquin Delta Estuary (Bay-Delta) or to implement existing or revised water quality and flow objectives included in the Water Quality Control Plan for the Bay-Delta. Any action by the State Water Board under this term shall reflect this permit’s priority relative to other rights in the Bay-Delta watershed. The State Water Board may find, in some years, that curtailment of this permit is necessary where it is determined water will not be available for diversion during portions or all of the season authorized herein in order to adequately supply the fish and wildlife beneficial uses within the Bay-Delta. Provided that, if the right holder protects for fish and wildlife beneficial uses in the Bay-Delta through contributions of water or other equivalent protective actions pursuant to a voluntary agreement during a period in which the State Water Board is considering curtailments, those contributions shall be considered in any curtailment determination.

2. In addition to the above term, DWR has requested, and AWA has agreed, that the SWRCB will include standard terms 80 and 90 in the AWA Permit.

3. The Parties will file a joint request that the SWRCB schedule a status conference before the commencement of the hearing on the Application to discuss the scope of the hearing now that all protests have been resolved.

4. DWR will formally withdraw its filed protest as soon as possible after execution of this Agreement, and no later than the commencement of the hearing on the Application. However, the Parties each reserve the right, exercisable in their discretion, to oppose any SWRCB decision or order that is not consistent in any material respect with the terms of this Agreement. The Parties each reserve the right to petition for reconsideration and seek judicial review of any final SWRCB Order on the Application to the extent such Order is not consistent in any material respect with the term included in paragraph 1 of this Agreement.

5. AWA and DWR shall submit this Agreement to the SWRCB and request that the SWRCB accept this Agreement into the record and reference it in the order on the Application, as necessary.

6. The provisions of this Agreement shall become effective upon its execution by the Parties.

7. Each Party and its counsel have participated fully in the drafting, review and revision of this Agreement. A rule of construction to the effect that ambiguities are to be resolved against
the drafting Party will not apply in interpreting this Agreement, including any amendments or modifications.

8. This Agreement is made for the benefit of the Parties. No other person or entity may have or acquire any right by virtue of this Agreement.

9. The Parties agree that the terms of this Agreement are based on the particular circumstances of the Application, and shall not be deemed to be precedent for any other water rights application or petition for change before the SWRCB, whether involving the Parties or any third party.

10. This Agreement may be amended or modified only by the written agreement of the Parties. No amendment or modification will be binding unless it is in writing and signed by the Parties.

11. Each Party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents which may be required hereunder, in order to implement and effectuate this Agreement.

12. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via email or other electronic means and any email or other electronic transmission of any party’s signature shall be deemed an original signature for all purposes.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the dates set forth below.

AMADOR WATER AGENCY

By: ____________________________
   Richard L. Farrington
   President, Board of Directors

Dated: __________________________

ATTEST:

_____________________________
Cris L. Thompson
Clerk of the Board
DEPARTMENT OF WATER RESOURCES

By: __________________________

[Name]
[Title]

Dated: ________________________