

EXHIBIT 2-A

2015 MEMORANDUM OF AGREEMENT AMONG THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE, CALIFORNIA AMERICAN WATER, AND MONTEREY PENINSULA WATER MANAGEMENT DISTRICT TO RELEASE WATER INTO THE CARMEL RIVER FROM SAN CLEMENTE RESERVOIR

THIS AGREEMENT is made this 18th day of May, 2015, among the California Department of Fish and Wildlife, ("Department"), California American Water, ("Cal-Am"), and the Monterey Peninsula Water Management District, (the "District"), with respect to the following.

RECITALS

- A. The Department is required to conserve and protect the fish and wildlife resources of this state and it is the Department's objective to maximize surface flows in the Carmel River below San Clemente Dam;
- B. Cal-Am supplies water to the citizens of the communities of the Monterey Peninsula, Monterey County in accordance with SWRCB Order No. 95-10, as amended.
- C. The District, through its rules and regulations, establishes a quarterly water supply strategy and budget for the Monterey Peninsula.

NOW THEREFORE, IT IS HEREBY AGREED:

DEFINITIONS

1. "Minimum pool at Los Padres Reservoir" means a surface water elevation of 980 feet above mean sea level, or 105 acre feet of storage.
2. For operational purposes in 2015, "Minimum pool at San Clemente Reservoir" means a surface water elevation of 435 feet above mean sea level, or 0 acre feet of storage.
3. "Water Release by Cal-Am at San Clemente Dam" into the Carmel River may occur from seepage through the dam, direct release from the discharge ports, spillage over the crest of the dam or gates, leakage around the gates, releases through the fish ladder, releases from the lowest outlets at 435 feet NGVD, or any combination thereof.

DESIGNATION OF RESPONSIBILITIES

4. Cal-Am shall make water releases into the Carmel River channel below Los Padres Reservoir beginning June 2015 as follows and summarized in **Attachment A**: Cal-Am shall maintain 6.4 cubic feet per second (cfs) for June, 6.7 cfs for July, 6.5 cfs for August 1st through 17th, 3.3 cfs for August 18th through 31st, then 3.0 cfs for September and October below Los Padres Reservoir, as measured at the District's Below Los Padres Gage, relying on the natural recovery of river base flows from above the reservoir to sustain flows thereafter.

5. Cal-Am shall not divert water at the San Clemente Dam during low-flow periods except during an emergency, which is defined in ordering Paragraph No. 1 of SWRCB Order WRO 2002-0002 (attached as **Attachment B**).

6. The Russell Wells shall be limited to a combined total instantaneous diversion rate of not more than 0.5 cfs during low-flow periods as set forth in ordering Paragraph No. 4 of SWRCB Order WRO-2002-0002 (**Attachment B** hereto).

7. In the event that a significant change in projected runoff occurs in the basin during the duration of this Agreement, the parties will meet to discuss modifications to the scheduled reservoir releases and diversion.

8. Cal-Am shall limit operation of its wells in the Carmel Valley above the Narrows during low-flow periods as set forth in ordering Paragraph No. 2 of SWRCB Order WRO 2002-0002 (**Attachment B** hereto). Cal-Am shall notify the District and the Department of its maintenance pumping schedule in advance.

9. Cal-Am shall make reasonable efforts to operate the Lower Carmel Valley production wells in the sequence from the most downstream well and progress upstream as wells are needed and available for production. Cal-Am shall notify the District and the Department before operating its Scarlett No. 8 Well.

10. Cal-Am shall provide, upon request by the Department or the District, records of the Carmel Valley Filter Plant operation showing compliance with the provisions of this Agreement.

11. Cal-Am shall notify the District and the Department when the water elevation reaches 990 feet at Los Padres Reservoir or 435 feet at San Clemente Reservoir. Cal-Am shall not draw Los Padres Reservoir below minimum-pool elevation without obtaining specific written approval from the Department. This requirement does not apply to the drawdown at San Clemente Reservoir performed as part of San Clemente Dam Removal and Reroute Project in 2015.

12. In the event that Cal-Am has not exceeded its annual production limit from both the Coastal Subareas of the Seaside Groundwater Basin and Carmel River sources, Cal-Am shall make every reasonable effort to produce water from the Coastal Subareas of the Seaside Basin before producing water from its Carmel River sources to preserve streamflow and instream habitat in the Carmel River for listed species, consistent with the production amounts specified in the Quarterly Water Supply Strategy and Budget for Cal-Am's main distribution system.

DISTRICT

13. The District shall take direct measurements of inflow to Los Padres Reservoir on a monthly basis through the duration of this Agreement.

ALL PARTIES

14. This Agreement is revocable upon ten days' written notice to all parties signatory to this Agreement.

15. This Agreement is entered into without prejudice to the rights and remedies of any party to the Agreement.

EFFECTIVE DATE AND TERM OF AGREEMENT

16. This Agreement is effective June 1, 2015 and shall remain in force until December 31, 2015. This Agreement may be modified or extended by mutual consent of all the parties.

EXECUTION

IN WITNESS WHEREOF, each party hereto has caused this Memorandum of Agreement to be executed by an authorized official on the day and year set forth opposite their signature.

California American Water

By: _____ Date _____
511 Forest Lodge Road
Pacific Grove, CA 93950

Monterey Peninsula Water Management
District

By: _____ Date _____
P.O. Box 85
Monterey, CA 93942-0085

California Department of Fish and
Wildlife

By: _____ Date _____
1234 East Shaw Avenue
Fresno, CA 93710