

## EXHIBIT 2-A

### **2016 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 LOS PADRES RESERVOIR**

THIS AGREEMENT is made this 14th day of June, 2016, 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 downstream of Los Padres 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. "Water Release by Cal-Am at Los Padres Dam" into the Carmel River may occur from seepage through the dam, direct release from any discharge port, spillage over the crest of the dam, releases through the fish ladder or smolt emigration facility, releases from the lowest outlet at 980 feet NGVD, or any combination thereof.

#### DESIGNATION OF RESPONSIBILITIES

3. Cal-Am shall make water releases into the Carmel River channel below Los Padres Reservoir beginning June 2016 as follows and summarized in **Exhibit A**: Cal-Am shall maintain 8.0 cubic feet per second (cfs) for June, 7.0 cfs for July and August, then 6.5 cfs for September through November below Los Padres Reservoir, as measured at the District's Below Los Padres Reservoir Gage, relying on the natural recovery of river base flows from above the reservoir to sustain flows thereafter.

4. 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 (**Exhibit B** hereto).

5. 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.

6. 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 (**Exhibit B** hereto). Cal-Am shall notify the District and the Department of its maintenance pumping schedule in advance.

7. 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.

8. 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.

9. Cal-Am shall notify the District and the Department when the water elevation reaches 990 feet at Los Padres Reservoir. Cal-Am shall not draw Los Padres Reservoir below minimum-pool elevation without obtaining specific written approval from the Department.

10. 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**

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

#### **ALL PARTIES**

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

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

**EFFECTIVE DATE AND TERM OF AGREEMENT**

14. This Agreement is effective June 14, 2016 and shall remain in force until December 31, 2016. 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: \_\_\_\_\_  
511 Forest Lodge Road  
Pacific Grove, CA 93950

\_\_\_\_\_  
Date

Monterey Peninsula Water Management  
District

By: \_\_\_\_\_  
P.O. Box 85  
Monterey, CA 93942-0085

\_\_\_\_\_  
Date

California Department of Fish and  
Wildlife

By: \_\_\_\_\_  
1234 East Shaw Avenue  
Fresno, CA 93710

\_\_\_\_\_  
Date