

**AGENDA
SPECIAL MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
WEDNESDAY, MAY 9, 2018**

Agendas and Minutes are on our website at www.oakdaleirrigation.com

CALL TO ORDER 8:10 a.m., the Boardroom of the District Office
1205 East F Street, Oakdale, California 95361

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Orvis, Altieri, Doornenbal, Santos, DeBoer

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS – ITEM 1

1. The Board of Directors welcomes participation in meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District operation or responsibility as no action will be taken on non-agenda issues. It is not required, but speakers may provide their name and address.

Because these are non-agenda matters, generally no discussion or comment by the Board should be expected except to properly refer the matter for review or action as appropriate.

Public Comments will be limited to five minutes per speaker.

ACTION CALENDAR – ITEM 2

2. Review and take possible action to **Review and Approve the Waiver, Release, Indemnification and Hold Harmless Agreement for the Flow Augmentation Water Release to San Luis Delta Mendota Water Authority, Department of Water Resources.**

COMMUNICATIONS – ITEM 3

3. Oral Reports and Comments

- A. **General Manager’s Report on Status of OLD Activities**
- B. **Directors’ Comments/Suggestions**

OTHER ACTION – ITEM 4

4. Adjournment:

- A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, May 15, 2018 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.
- B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, May 17, 2018 at 9:00 a.m.** in the board room of the Tri-Dam Project, 31885 Old Strawberry Road, Strawberry, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Administrative Assistant at (209) 840-5507.

ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Administrative Assistant at (209) 840-5507. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENTS
No Information Included

**SPECIAL BOARD MEETING OF
MAY 9, 2018**



AGENDA ITEMS ACTION CALENDAR

SPECIAL BOARD MEETING OF MAY 9, 2018

WAIVER, RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Waiver, Release, Indemnification and Hold Harmless Agreement (“Agreement”) is executed and made effective as of the _____ day of _____, 2018, (“Effective Date”) by Oakdale Irrigation District and South San Joaquin Irrigation District, (collectively, “Districts”) in favor of and for the benefit of the United States and all of its officers, directors, employees, and all other persons or entities acting from it (hereinafter, “United States”).

WHEREAS, the Districts hold water rights which are senior to the United States’ rights on the Stanislaus River; and

WHEREAS, this water is historically diverted by the United States at New Melones Dam and Reservoir and delivered to the Districts at Goodwin Dam for diversion by the Districts at their canals; and

WHEREAS, the Districts have entered a contract with other parties to release water to the Stanislaus River from Goodwin Dam during May 2018; and

WHEREAS, in consideration for the United States releasing water in response to the Districts’ request to release water at Goodwin Dam to the Stanislaus River, and for other good, valuable and legal consideration, the receipt and sufficiency of which are acknowledged by the Districts, the Districts are willing to execute this Waiver, Release and Hold Harmless Agreement;

WHEREAS, but for the Districts’ request for the release, the Bureau of Reclamation would only release water in April and May of 2018 from New Melones Dam and Reservoir sufficient to meet Appendix 2e of the 2009 Biological Opinion.

NOW THEREFORE, the Districts, on behalf of themselves and their heirs, assigns and all other persons or entities claiming by, under or through the Districts, represent, covenant and agree as follows:

1. The Districts acknowledge that in the course of requesting release of water to the Stanislaus River below Goodwin Dam, such release of water in excess of flows sufficient to meet Reclamation’s obligation under Appendix 2e of the 2009 Biological Opinion (as reshaped by the Stanislaus Operations Group), may cause injuries, death, property damage or other harm or liability to the Districts or to third parties. The Districts accept and voluntarily incur all risks of any such injuries, damages, harm or other liability which arise from the release of water above Reclamation’s Appendix 2e flows. The Districts will not indemnify or hold the United States harmless for releases made by Reclamation from New Melones Dam and Reservoir not specifically requested by the Districts during May 2018.

2. The Districts waive, release and forever discharges all claims against the United States for any injuries, damages, losses or claims, of any kind, whether known or unknown, which arise

during or result from any release, made at the request of the Districts, for water above Reclamation's Appendix 2e flows, which historically have not resulted in any known injury claim.

3. The Districts agree to indemnify and hold the United States harmless from and against any and all liabilities, claims, damages, losses, demands, lawsuits, costs, and expenses, including (but not limited to) attorney fees, arising out of or resulting from any release made at the request of the Districts, for water above Reclamation's Appendix 2e flows. Should any such claim, demand, or lawsuit arise, whether arising under the laws of the United States, any state, or under any theory of law or equity, the Districts will indemnify, hold harmless and protect the United States from any and all costs, expenses, or liability including but not limited to the cost of any settlement or judgment made or rendered against the United States.

4. The Districts acknowledge having carefully read and reviewed this Waiver, Release, Indemnification and Hold Harmless Agreement, and the Districts represent that they fully understand and voluntarily execute this Agreement.

5. If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement will nevertheless be fully valid, enforceable, and unimpaired by such holding.

6. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute this Agreement on behalf of the District for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of the District with respect to the matters concerned herein and as stated herein. A signature transmitted by facsimile or as a .pdf copy to electronic mail shall be treated as original for all purposes.

OAKDALE IRRIGATION DISTRICT

By: _____ (signature)
_____ (printed/typed)

Title: _____

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

By: _____ (signature)
_____ (printed/typed)

Title: _____



COMMUNICATIONS

**SPECIAL BOARD MEETING OF
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