

Stipulation Regarding Appeal of the Certification of Consistency filed by Westlands Water District for Lower Yolo Ranch Restoration Project

Appellant Solano County Water Agency and Westlands Water District (collectively the “Parties”) and the Delta Stewardship Council (“Council”), by and through their respective authorized signatories, hereby stipulate to extend the time for the Council to make its decision on the appeal as follows:

STIPULATION

WHEREAS, the Delta Reform Act of 2009 charges the Council with implementing the Delta Plan (Wat. Code, § 85204);

WHEREAS, an agency undertaking a qualifying action in the Delta—called a covered action—must certify to the Council that its action is consistent with the Delta Plan (Wat. Code, §§ 85057.5, 85225);

WHEREAS, on April 7, 2020, Westlands Water District submitted a certification of consistency with the Council for the Lower Yolo Ranch Restoration Project;

WHEREAS, any person who claims that a proposed covered action is inconsistent with the Delta Plan may file an appeal of the certification of consistency. (Wat. Code, § 85225.10, subd. (a));

WHEREAS, on May 8, 2020, Solano County Water Agency filed an appeal (hereinafter, the “Appeal”) with the Council;

WHEREAS, the Council is required to hear the Appeal within 60 days of the date of the filing of the Appeal, unless the Council determines that the issue raised on appeal is not within the jurisdiction of the Council (Wat. Code, § 85225.20);

WHEREAS, the Council’s deadline to hear the appeal would be July 6, 2020;

WHEREAS, the Council is required to make its decision on the Appeal within 60 days of hearing the Appeal (Wat. Code, §§ 85225.20, 85225.25);

WHEREAS, the Council has not determined that the issue raised on appeal is not within the jurisdiction of the Council;

WHEREAS, the Council’s deadline to make its decision on the Appeal would be September 4, 2020;

WHEREAS, on March 4, 2020, the Governor proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, as of the date of this stipulation, due to the COVID-19 emergency and the Governor’s and Sacramento County’s shelter-in-place orders, Council offices are closed and staff are working from home;

WHEREAS, in light of the Council's office closure, the Parties and the Council agree that this stipulation shall bind the Parties and Council as to the deadline for the Council's decision on the Appeal;

WHEREAS, the Parties and Council agree that an extension is necessary to allow the Parties to meet and confer about the Appeal and may increase the possibility of resolution;

WHEREAS, the Parties and Council agree to an 18-day extension for the Council to hear the Appeal;

WHEREAS, the Parties and Council agree to a 49-day extension for the Council to make its decision on the Appeal;

WHEREAS, the Parties and the Council are aware of the potential for the State workforce to be furloughed. At the time of the execution of this stipulation, press reports indicate that furloughs may be imposed two days per month. As a result, the Parties and Council are willing to re-open this stipulation if the agreed-upon hearing dates in this stipulation are subsequently affected by furloughs, in order to offer flexibility to the Council to offer alternative hearing dates that are reasonably near the originally agreed-upon dates in this stipulation.

WHEREAS, this stipulation and any amendments thereto may be executed in counterparts and by electronic signature.

THEREFORE, the Parties and the Council, by and through their respective authorize signatories, hereby STIPULATE as follows:

1. The Council's hearing on the Appeal would be extended 18 days and be held on July 24, 2020;
2. The Council's deadline to make its decision on the Appeal is extended 49 days and such hearing will be held on October 23, 2020;
3. The Parties waive any right to enforce the Council's 60-day statutory deadline to hear the Appeal and the 60-day statutory deadline to issue its decision in the Appeal. (See Wat. Code, §§ 85225.20, 85225.25.) Nothing in this stipulation shall be construed to waive any right that the Parties and the Council may have under this stipulation; and
4. This stipulation may be amended by mutual agreement of the Council and the Parties, by and through their respective authorized signatories, to allow for further extension of or modification to hearing dates as a result of furloughs. Any agreed upon extensions or modifications shall be in writing, may be electronically signed by the Parties and the Council, and shall have as their effective date the date on which they are signed by the Council and the Parties.

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DATED: May____, 2020

DELTA STEWARDSHIP COUNCIL

By:_____
JESSICA PEARSON
EXECUTIVE OFFICER
DELTA STEWARDSHIP COUNCIL

DATED: May____, 2020

SOLANO COUNTY WATER AGENCY

By:_____
[AUTHORIZED SIGNATORY]
SOLANO COUNTY WATER AGENCY

DATED: May____, 2020

WESTLANDS WATER DISTRICT

By:_____
[AUTHORIZED SIGNATORY]
WESTLANDS WATER DISTRICT