Meeting: **Reservoir Committee & Authority Board** **May 16, 2025**
Agenda Item 3.4

Subject: **Operations Plan 2.1**

Requested Action:

Receive the Draft Reservoir Operations Plan, Version 2.1, to accompany the April 2025 preliminary final draft Benefits and Obligations Contract. Staff requests Storage Partner comments on this draft no later than July 18, 2025.

Detailed Description/Background:

Staff have prepared Draft Version 2.1 of the Operations Plan. This effort expanded on Draft Version 2.0 to coordinate the Operations Plan with the April 2025 preliminary final draft Benefits and Obligations (B&O) Contract along with incorporating the Operations ITP terms and conditions and additional detail related to Storage Partner activities. This Draft Version 2.1 of the Operations Plan is intended to be updated one last time, finalized and adopted by the Authority Board after issuance of the Project's water right, concurrent with the finalization of the B&O Contract, contracts of Public Benefits with State agencies, and Reclamation's Partnership Agreement.

Staff presented an overview and provided the draft Operations Plan Version 2.1 to the Operations and Engineering (O&E) Workgroup on August 9, 2024. Participants received the draft in September 2024 for review and comments were received in October and November 2024. Further discussion occurred at a Special O&E Workgroup on November 22, 2024, the December 20, 2023 Authority Board and Reservoir Committee, and the Special O&E Workgroup on April 9, 2025. This is the first time that a full and complete Draft Operations Plan is being made available to all Storage Partners.

As a reminder, the Ops Plan is not a contractual document but is envisioned to be used to assist in the day-to-day operations of the Project and be the instrument describing the means by which the terms of the various contract documents and permits and approvals will be implemented.

The following is a summary of the two last items that staff have been addressing and how they have been addressed in the Operations Plan.

- **Flood Operations** – This pertains to operations at times when Sites Reservoir is full and there is significant forecasted inflow from the creeks/local watershed. Although this is likely an uncommon scenario, it is something that may occur and should be considered. In this situation, the Authority may need to release stored water to "make room" should high local inflows continue and thereby assuring the Project's flood public benefits of Prop 1 are met. The Operations Plan describes an anticipated

provision to address these Authority forced releases of Storage Partner water through allocation of a like amount of stored water from the "inactive storage" (ie dead pool) to each Storage Partners account. Inactive Storage refill would need to occur on a fill first basis when diversions resume, with cost of the inactive storage refill shared among all the Storage Partners as an increment of their variable O&M cost. Nothing in this process would affect or changes the allocation of the "creek water" inflow as described in the MOU between the Authority and Colusa County. Once we have the CAPB with DWR for the Flood Control Public Benefits established there will be need a reconciliation with the B&O to ensure the contractual elements of this operation are identified.

- **Downstream Facilities Capacity Interest** – This pertains to how limitations relative to downstream capacity will be addressed. This topic was also addressed in the April 2025 Benefits and Obligations Contract Board Item 3.1. This item was previously discussed with Workgroup in January, May, and November of 2024 and again in April 2025. Staff have proposed that Downstream Facilities Capacity Share (Downstream Share) will be proportionate to Base Facilities Capacity Interest for those Storage Partners that either need downstream facilities to receive their water or who choose to participate in the construction costs of downstream facilities. Storage Partners with a Downstream Share will have first priority to use of any downstream facilities capacity, and those without a Downstream Share will have second priority. Storage Partners who use more than their Downstream Share will pay a wheeling cost on the amount of use above their share and those without a Downstream Share will pay a wheeling cost on all use of downstream facilities. These wheeling costs will be collected by the Authority and distributed to the Downstream Shareholders who utilized less than their full capacity. Staff have updated language in the B&O Contract and the Operations Plan.

The Operations Plan will remain in draft form and proceed with revisions in coordination with contract document updates and receipt of permits and approvals. There will likely be a focused review of these ongoing revisions as we approach the B&O Contract escrow period, and ultimately Operations Plan Version 2.1 will be adopted prior to the escrow period.

Prior Action: August 2024: Received an update on the progress being made in the development of the Project Operations Plan, Version 2.1.

Fiscal Impact/Funding Source:

The preparation of the Operations Plan, Version 2.1 can be completed within the Amendment 3 Work Plan total budget.

Staff Contact: Ali Forsythe / Angela Bezzone

Primary Service Provider: MBK

Attachments: Attachment A: Sites Project Reservoir Operations Plan, Version 2.1, Draft for Distribution, dated May 12, 2025.

Reservoir Operations Plan

Version 2.1

DRAFT FOR DISTRIBUTION

May 12, 2025

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Contents

Figures

Tables

Version History

Version	Description	Date of Revision	Key Changes From Prior Version
1	Final	1/17/2022	--
2.0	Draft; Not approved by Authority Board	5/24/2024	Once finalized, will supersede and entirely replace Version 1; Refers and utilizes the Project adopted by the Authority Board in November 2023; Prepared for the Sites Water Right proceeding process
2.1	Draft; Not yet approved by Authority Board	5/12/2025	Once finalized, will supersede and entirely replace Version 1 and 2.0. Builds upon Version 2.0 to include more information relative to Storage Partner benefits and how those are realized in actual operations. Updated to reflect the Oct 2024 Operations ITP conditions and additional proposed water right terms

			through the date of release of this document. A preliminary draft of V2.1 was provided for review by the Operations and Engineering Workgroup on 8/9/2024.

Acronyms and Abbreviations

AF	acre-feet
Authority	Sites Project Authority
BiOp	Biological Opinion
CDFW	California Department of Fish and Wildlife
cfs	cubic feet per second
CBD	Colusa Basin Drain
CCWD	Contra Costa Water District
CNRFC	California-Nevada River Forecast Center
CVP	Central Valley Project
D-1641	Decision 1641
Delta	Sacramento-San Joaquin River Delta
DO	Dissolved oxygen
DWR	California Department of Water Resources
EIR	Environmental Impact Report
EIS	Environmental Impact Statement
GCID	Glenn-Colusa Irrigation District
I/O	inlet/outlet
MAF	million acre-feet
MOU	Memorandum of Understanding
NDWA	North Delta Water Agency
NOD	North-of-Delta
Operations Plan	Sites Reservoir Operations Plan
PGP	Pumping Generating Plant
RBPP	Red Bluff Pumping Plant
Reclamation	Bureau of Reclamation
SCADA	Supervisory Control and Data Acquisition
SOD	South-of-Delta
SWC	State Water Contractors
SWP	State Water Project
SWRCB	State Water Resources Control Board
TAF	thousand acre-feet
TC Canal	Tehama-Colusa Canal
TCCA	Tehama-Colusa Canal Authority
TRR	Terminal Regulating Reservoir

Definition of Terms

Key terms used in this Reservoir Operations Plan are defined below:

- **Applicable Laws** – Means applicable federal, state and local laws, ordinances, rules, regulations, orders, and policies relating to the Project.
- **Base Facilities** – Means the Sites owned facilities or other facilities available to all Storage Partners including those listed in the Project Specific Information of each Storage Partner's respective contract, as modified from time to time.
- **Base Facilities Capacity Interest** – Means the Capacity Interest of each Storage Partner in the Base Facilities specified in the Project Specific Information of the Storage Partner's respective contract.
- **Capacity Interest** – Means the undivided capacity right of each Storage Partner to store, convey and divert Sites Water in each of the Base Facilities and Downstream Facilities granted by the Sites Authority and owned by the Storage Partners in accordance with their respective contract, and in the pro-rata share set out for each Storage Partner in their respective contract and subject to the Sites Water Right, Applicable Law and Governmental Approvals.
- **Delivery Point** – Means with respect to each Storage Partner, the delivery point specified in the Project Specific Information in their respective contract.
- **Delta Export Facilities** – Means the Harvey O. Banks Delta Pumping Plant including Clifton Court Forebay, owned and operated by the California Department of Water Resources and the Jones Pumping Plant owned and operated by the Bureau of Reclamation.
- **Downstream Facilities** – Means the Sites Owned Facilities or other facilities that are utilized by selected Storage Partners listed in the Project Specific Information of each Storage Partner's respective contract, as modified from time to time.
- **Downstream Facilities Capacity Share** – Means the capacity share of each Storage Partner applicable to the Downstream Facilities specified in the Project Specific Information of each Storage Partner's respective contract.
- **Governmental Approvals** – Means any permit, license, consent, concession, court order, grant, franchise, authorization, waiver, certification, exemption, filing, lease, registration or ruling, variance or other approval, guidance, protocol, mitigation agreement, settlement agreement, agreement or memorandum of agreement/understanding, and any revision, modification, amendment, supplement, renewal or extension of any of the foregoing, required by or with any Governmental Entity in order to perform the purposes of this Sites Operations Plan.
- **Governmental Entity** - Means any federal, state, local or foreign government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Authority.
- **Other Water** – Means water other than Sites Water that a Storage Partner may request the Authority to store in and/or convey through Project facilities.
- **Partner Agreements** – Means any agreement entered into between the Sites Authority and another entity in accordance with which the Sites Authority has the right to convey water to or from the Project, as amended from time to time.

- **Secondary Delivery Point** – A location beyond Funks Reservoir or the Terminal Regulating Reservoir, which, at the request of each Storage Partner, and subject to Applicable Laws and Governmental Approvals, to which the Authority may take actions reasonably practicable to assist Storage Partners in conveying water.
- **Sites Project Authority (Authority)** – A California Joint Powers Authority operating under and by virtue of Section 6500 et seq., of the California Government Code and formed in accordance with the Sites Project Authority Joint Exercise of Powers Agreement, as such agreement may be modified from time to time, established for the purpose of designing, constructing, owning, operating and maintaining the Sites Reservoir Project.
- **Sites Reservoir Operations Plan (Operations Plan)** – Means this Sites Reservoir Operations Plan, including all Attachments, as may be modified from time to time.
- **Sites Reservoir Project (Project)** – Dams, reservoirs, certain associated diversion and conveyance facilities, and other associated facilities, mitigation lands, and Sites Water Right owned and operated by the Authority.
- **Sites Water** – Means water that is appropriated under the Sites Water Right.
- **Sites Water Right** – Means the water right obtained and owned by the Authority for the Project.
- **Storage Allocation** – Means the maximum actual capacity allocated to a Storage Partner for storing Water in the Project facilities, measured and determined from time to time in accordance with the Sites Operations Plan.
- **Storage Partners** – The governmental agencies, water organizations and others who have funded and received a Storage Allocation in Sites Reservoir and the resulting water supply or water supply related benefits from the Project. Storage Partners include local agencies, the State of California, and the Federal Government.
- **Water Year** – Period from October 1 through September 30.
- **Water** – Means Sites Water or Other Water conveyed through, or stored by, Storage Partners in Project Facilities.

1.0 Introduction

This Sites Reservoir Operations Plan (Operations Plan) establishes the procedures to be used in managing the water operations of the Sites Reservoir Project (Project). This Operations Plan reflects the Sites Project Authority's (Authority) permits, approvals, and commitments which are specified in other documents. Therefore, Project operations will be consistent with the following (in no particular order):

- All Applicable Laws and Governmental Approvals – many of which are currently in progress and not yet completed or obtained for the purposes of the Project;
- Sites Reservoir Benefits and Obligations Contract (B&O Contract) – a draft of which has been made available but has not yet been finalized or executed;
- Proposition 1 Water Storage Investment Program Contract for Administration of Public Ecosystem Benefits with the California Department of Fish and Wildlife (CDFW) – which has not yet been finalized or executed for the purposes of the Project;
- Proposition 1 Water Storage Investment Program Contract for Administration of Public Recreation and Flood Control Benefits with the DWR – which has not yet been finalized or executed for the purposes of the Project;
- Partnership Agreement with the Bureau of Reclamation (Reclamation) – planned to be substantially similar to the B&O Contract and which has not yet been drafted, finalized or executed;
- Partner Agreement with Glenn-Colusa Irrigation District (GCID) – which has not yet been finalized or executed;
- Partner Agreement with Tehama Colusa Canal Authority (TCCA) and Reclamation – which has not yet been finalized or executed; and
- Any relevant water operations agreement – the following which have been executed by the Authority and included in Attachment A:
    - Memorandum of Understanding (MOU) Between Colusa County and the Authority Regarding Area of Origin Water Rights Claims to Funks and Stone Corral Creeks, and Related Matters, dated November 22, 2021 (Colusa County MOU);
    - Agreement between the Authority and Contra Costa Water District (CCWD) to Coordinate in the Operations of the Sites Reservoir Project, dated December 20, 2023 (CCWD Agreement);
    - Agreement between the Authority and Maxwell Irrigation District to Avoid Impacts of Sites Reservoir Project to Maxwell Irrigation District Water Rights, dated April 9, 2024 (Maxwell ID Agreement);
    - Memorandum of Understanding Between the North Delta Water Agency (NDWA) and the Authority, dated August 30, 2023 (NDWA MOU); and
    - Settlement Agreement between the Authority, the State Water Contractors (SWC), and DWR, dated June 7, 2024 (Sites/SWC/DWR Settlement Agreement).

- Any relevant water operations agreement – the following which are anticipated or in development and have not yet been executed by the Authority:
    - Agreement between the Authority and the Colusa Drain Mutual Water Company (Colusa Drain MWC; Anticipated Colusa Drain MWC Agreement); and
    - Operations Agreement between the Authority, Reclamation, and DWR (Anticipated Sites/Reclamation/DWR Operations Agreement).

This Operations Plan is an operating tool to help manage the water operations of the Project and does not take any precedence over Applicable Laws and Governmental Approvals and the agreements identified above. In the event of a conflict between this Operations Plan and Applicable Laws and Governmental Approvals or any of the agreements identified above, the terms of the respective instrument will control. This Operations Plan will be updated periodically to reflect updates to, including execution of, the above and current operational practices as described in Section 12. It is also important to note the following:

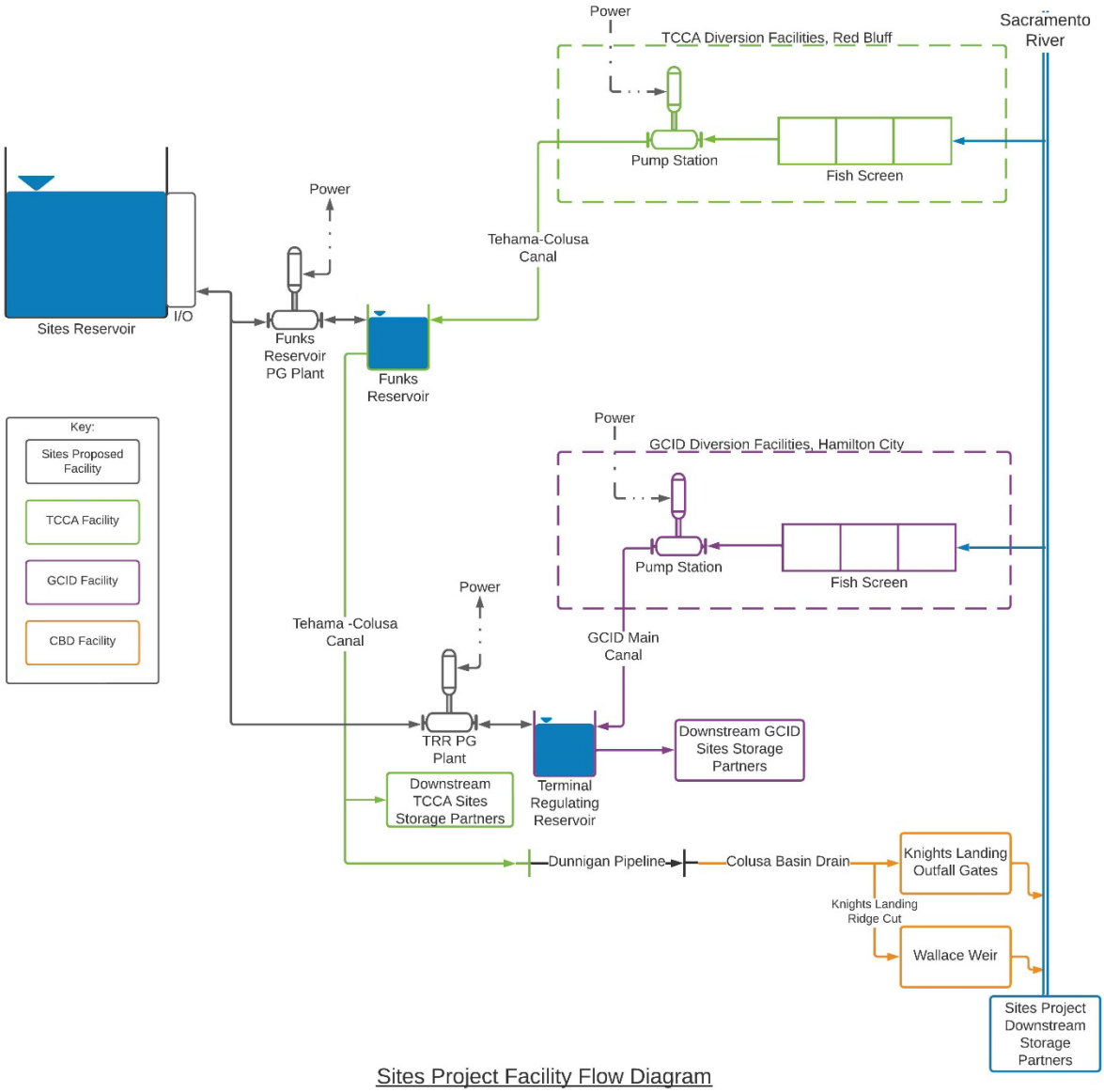
1. This Version 2.1 of the Operations Plan supersedes and replaces all prior versions. This Version 2.1 of the Operations Plan also supersedes the "Principles for the Storage, Delivery and Sale of Sites Reservoir Project Water" adopted by the Sites Authority Board of Directors on April 21, 2021. This Operations Plan does not bind the Authority to implement certain operations, mitigation measures, or permit terms.

2. The Authority has submitted a water right application to the State Water Resources Control Board (SWRCB) and permit applications to various other agencies. This Operations Plan presents Project operations based on application content and will be adjusted and revised to reflect the final permit terms prior to Project operation.

3. The Project is a wholly separate and distinct water supply project from that of the CVP and SWP. This Operations Plan and the Authority cannot modify, adjust, affect, or otherwise control the operations of the CVP and SWP. Conversely, Reclamation and DWR cannot modify, adjust, affect, or otherwise control the operations of the Project beyond those rights provided to Reclamation and DWR in any of the agreements identified above.

4. This Operations Plan addresses monitoring and measurement of water generally, including losses. Authority staff are developing a separate Measurement and Monitoring Plan which will describe this in detail.

Figure 1 provides an overview schematic of the Project, Project facilities, and related facilities. Figure 2 and Figure 3 show the location of these facilities. Facility descriptions are provided in Attachment B.



Sites Project Facility Flow Diagram

FIGURE 1. FACILITY SCHEMATIC

Abbreviations (in alphabetical order): CBD = Colusa Basin Drain; GCID = Glenn-Colusa Irrigation District; I/O = Inlet/Outlet; PG = Pumping / Generating; TCCA = Tehama Colusa Canal Authority; TRR = Terminal Regulating Reservoir

Note: Funks and Stone Corral Creeks not shown in the graphic. See Figure 2 for the creek locations.

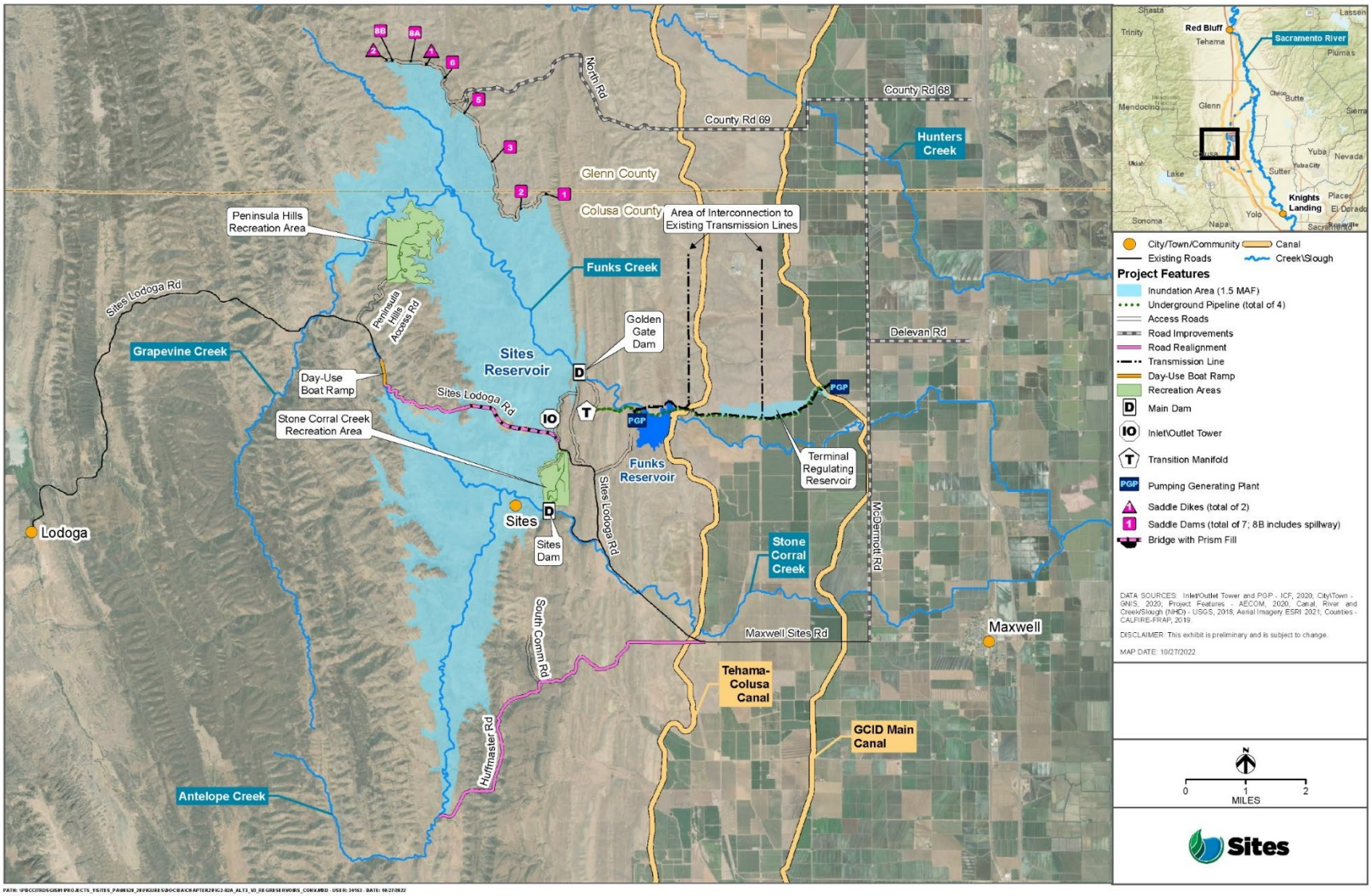


FIGURE 2. REGULATING RESERVOIRS, CONVEYANCE, AND SITES RESERVOIR FACILITIES

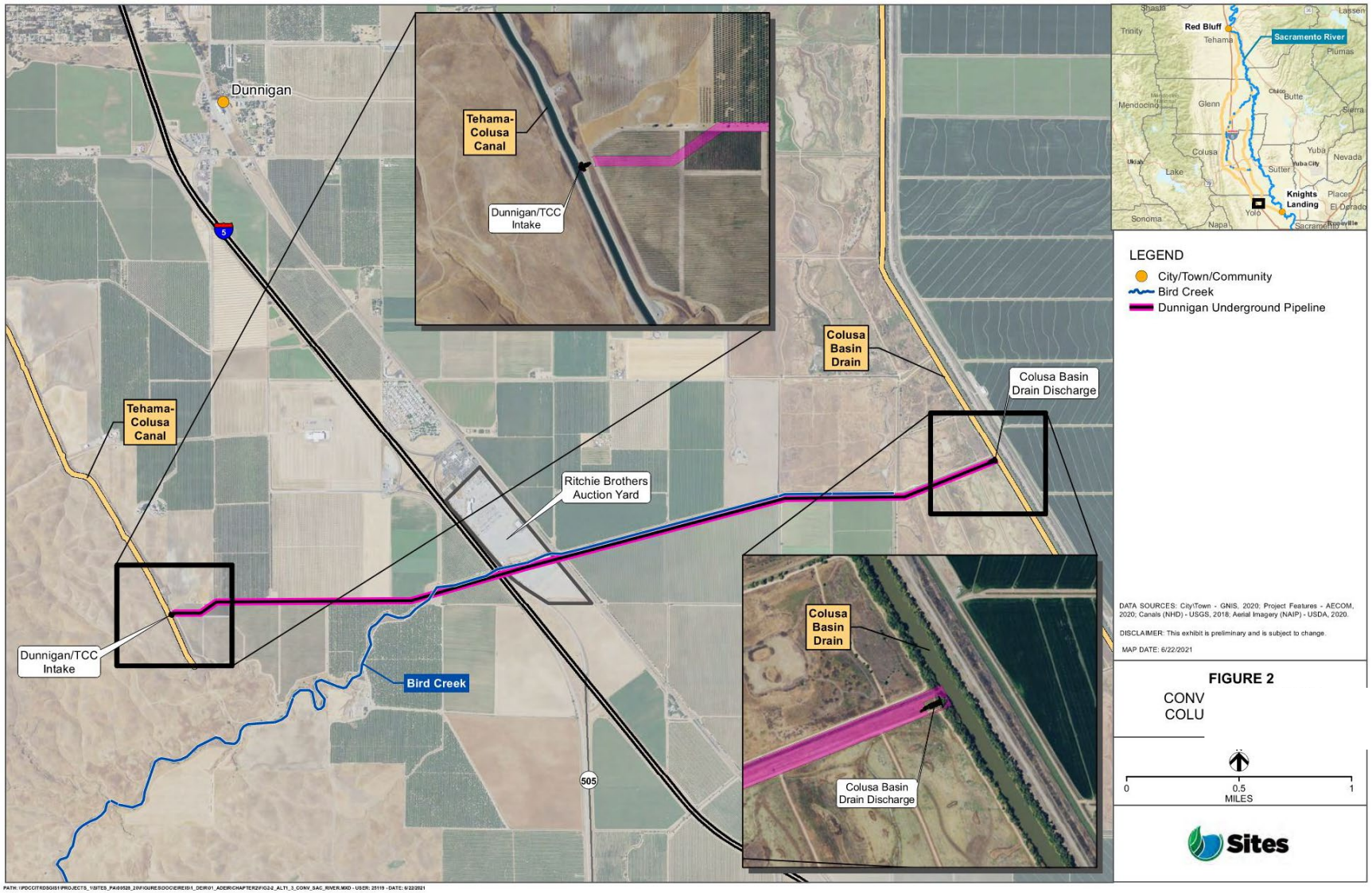


FIGURE 3. CONVEYANCE TO THE COLUSA BASIN DRAIN

2.0 Operations Planning, Forecasting, and Accounting

2.1 Annual Operating Cycle

Figure 4 provides a generalized annual operating cycle. The annual operating cycle depicts the timeline and requirements of components important to operations:

- Diversions from the Sacramento River, Funks Creek, and Stone Corral Creek to Sites Reservoir and primary diversion months
- Timing of releases for north-of-Delta (NOD) and south-of-Delta (SOD) uses
- Timing of exchanges with DWR and Reclamation

The annual operating cycle can be broadly divided into those times when the Project is diverting water to storage, releasing water for NOD purposes which may occur at any time but will likely occur during the summer months, releasing water SOD during July through November in the transfer window,[1] and exchanging water. Note that operations vary year by year, so there is overlap between potential operations "seasons"; however, the figure shows the primary months for each operation.

FIGURE 4. ANNUAL OPERATING CYCLE

[1] Releases of Sites Water for uses SOD will be exported through Delta Export Facilities consistent with the requirements for transfer of non-CVP/SWP project water. Currently, non-CVP/SWP project water can only be conveyed through the Delta Export Facilities during July through November (often referred to as the "transfer window") consistent with the Biological Opinions for CVP and SWP operations issued by National Marine Fisheries Service and US Fish and Wildlife Service. Sites water will be exported during this July through November transfer window.

2.2 Forecasting

Forecasting will be used to project when Project diversions to storage are expected and to estimate the amount of water available to each Storage Partner in a given year. Forecasts will use the best available technology at the time of operations and are expected to rely on publicly available probabilistic river and seasonal runoff forecasts.

Forecasting for diversions will begin as early as late-August (prior to the start of the diversion season in September). Diversion forecasting will include coordination with DWR and Reclamation to monitor, project, and verify Sacramento-San Joaquin Delta (Delta) conditions. Diversion forecasting is further described in Section 3.4.

Seasonal Project-specific forecasts to provide Storage Partners with storage estimates will initiate in February and will be updated to assist with coordination of releases.

2.3 Real-time Tracking and Accounting

A Project dashboard will be developed that will allow the Authority, its operators, and the Storage Partners to track real-time Project operations and accounting. The dashboard is anticipated to include the following:

- Project diversions and conveyance
  - Sacramento River diversions at Red Bluff and Hamilton City
  - Pumping into Sites Reservoir from Funks Reservoir and the Terminal Regulating Reservoir (TRR)
  - Local inflows from Funks Creek and its watershed, Stone Corral Creek and its watershed and the watershed of Sites Reservoir
  - Requested fills
  - Actual fills
- In-Reservoir operations
  - Amounts in each Storage Partner's Storage Allocation
  - Reservoir levels
  - Estimated/calculated losses including evaporation and seepage
- Releases and deliveries
  - Outflow (releases) to Funks and Stone Corral Creeks
  - Requested releases
  - Actual releases
- Other Project operations
  - Power use and generation
  - Exchanged water and location
  - Estimated losses, including conveyance losses and carriage water

The real-time dashboard is anticipated to have the ability to summarize data at various timesteps (e.g., instantaneous data, prior week, prior month, year-to-date) and will be developed with input from the Storage Partners.

2.4 Year-end Accounting

Following the final deliveries, year-end accounting and true-up will be prepared. Metrics will be provided to the Storage Partners and may also be used in the annual Sites Water Right report. It is anticipated that the year-end accounting will include a summary of the volumes collected to storage by source, account storage, requested releases from storage, actual deliveries, and estimated losses, including spills (or carryover, if allowable) of exchange water in either Shasta or Oroville. The year-end accounting will be available to the Storage Partners as they make their requests for Sites Water the following year.

Currently, annual water right reports are due to the SWRCB by February 1 for the prior Water Year. Following the end of the Water Year on September 30, the Authority will request any additional information needed from Storage Partners for water right reporting purposes.

2.5 Periodic Synthesis Reporting

A synthesis report will be prepared by the Authority staff every 5 years, starting 5 years after initial operations of the Project. Depending on hydrologic conditions and the range of operations during the initial years of operation, the Authority will consider if an earlier synthesis report (i.e., prior to 5 years) would be informative. The synthesis report will evaluate the efficiency and effectiveness of Project operations, describe, at a minimum, challenges and opportunities that occurred over the prior 5 years of operations, and identify improvements to be implemented in the future, including potential changes to this Operations Plan. The Periodic Synthesis Report will incorporate feedback and assess satisfaction of the Storage Partners and facility partners with Project operations.

3.0 Diversions and Conveyance to Sites Reservoir

3.1 Overall Project Diversions

Project diversions to storage will generally occur in the winter and early spring but could occur any time from September 1 through June 14, subject to compliance with all Applicable Laws and Governmental Approvals. With regard to diversions from the Sacramento River, Project facilities can only be used to divert/fill or release from the Reservoir; simultaneous fill from the Sacramento River and release back into Funks Reservoir or the TRR through the inlet/outlet works (I/O Works) cannot occur with the planned facilities. Simultaneous fill from Funks and Stone Corral Creeks and release through the I/O Works is possible, as is release of water to the creeks below the dams while filling with Sacramento River water. In addition, and consistent with the Sites Water Right application, all water diverted under the Sites Water Right must be placed into storage in Sites Reservoir and cannot be directly put to beneficial use prior to being stored in Sites Reservoir.

In accordance with all its obligations, contractual, permitting, regulatory, agreements, and otherwise, the Authority plans to maximize the diversion of water from all three sources (Sacramento River, Funks Creek, and Stone Corral Creek) into storage consistent with physical constraints and hydrologic conditions. The Authority is responsible for deciding whether and how much Sites Water to divert from all sources.

3.2 Diversion and Conveyance Facilities to Sites Reservoir

Sites Reservoir will be filled primarily through the diversion of Sacramento River flows. Diversions from the Sacramento River and conveyance to Sites Reservoir will occur via (1) the existing Red Bluff Pumping Plant (RBPP) and fish screen, the Tehama-Colusa Canal (TC Canal), and Funks Reservoir or (2) the existing Hamilton City Pump Station and fish screen, GCID Main Canal, and TRR. These facilities are shown in Figure 2 and Figure 3 and described in Attachment B. When river conditions and capacity are available for both diversion facilities to be operated simultaneously, the maximum combined diversion rate from the Sacramento River is 4,200 cubic feet per second (cfs) as identified in the Sites water right application. Additional criteria related to the rate of diversion at each POD are summarized in Section 3.3.

Water from Funks and Stone Corral Creeks will also be impounded in Sites Reservoir. Water from Funks Creek and its tributaries upstream will be diverted at Golden Gate Dam, while water from Stone Corral Creek and its tributaries upstream will be diverted at Sites Dam, and the watershed of Sites Reservoir will flow directly into the reservoir.

3.3 Diversion Criteria

Table 1 provides a summary of all of the diversion criteria applicable to the Project's Sacramento River diversions. Table 2 provides a summary of all of the diversion criteria applicable to the Project's Funks and Stone Corral Creeks diversions. Each diversion criteria is discussed in more detail in the following subsections.

TABLE 1. SUMMARY OF PROJECT'S SACRAMENTO RIVER DIVERSION CRITERIA

Criteria	Description
System-wide Criteria and Regulations	
Diversion Season	Limited to September 1 to June 14
Balanced Conditions in the Delta and Net Delta Outflow Index (NDOI) Upon Initiation	No diversions during balanced conditions, which are determined by DWR and Reclamation NDOI must have increased by an additional 3,000 cfs above the NDOI from the day prior to the determination of Excess conditions to initiate diversions
Excess Conditions with Sacramento River Export Restrictions	No diversions during Excess conditions with Sacramento River export restrictions unless DWR has reasonably found that the proposed diversion would not cause an adverse impact as defined in the Sites/SWC/DWR Settlement Agreement
Close Coordination Conditions with DWR and Reclamation	Certain Delta conditions where DWR, Reclamation, and the Authority have agreed to closely coordinate to avoid adverse effects on SWP and CVP operations and water rights
Senior Water Rights	Existing water rights with a priority date prior to September 30, 1977 and those listed in Attachment C are senior
Term 91	Diversions only allowed when Term 91 is not in effect
SWP Article 21, Reclamation Article 3F and Section 215	Delivery of SWP Article 21 water, CVP Article 3(f), and CVP Section 215 water is senior to Project diversions
SWRCB Decision 1641 (D-1641)	Project operations cannot affect the implementation of water quality and flow objectives in D-1641
SWP Incidental Take Permit (ITP)	Project operations cannot affect DWR's ability to operate to the then existing SWP ITP

CVP and SWP Biological Opinions (BiOps)	Project operations cannot affect Reclamation's ability to operate to the then existing BiOps for the operations of the CVP and SWP
Diversion Capacity Available	There is available capacity at the RBPP and in the TC Canal and GCID facilities to divert and convey water to Sites Reservoir, above the capacity needed for deliveries to existing TC Canal users and within the GCID service area
Trinity River Water	No water originating from the Trinity River can be rediverted into the Project
Temporary Urgency Change Order for Delta Water Quality Objectives	No diversions when the Bay-Delta Water Quality Control Plan requirements for Delta Outflow, X2 (Spring), Rio Vista, Emmaton, Jersey Point, and Delta Export to Inflow (E:I) ratio are modified by a Temporary Urgency Change Petition/Order and the CVP or SWP are operating to the modified conditions
Temporary Restrictions	Comply with any temporary restrictions on diversions put into place by SWRCB, such as water right curtailments
Project-specific Sacramento River Diversion Criteria	
Flow Dependent Diversions	RBPP: No diversion until flows in the Sacramento River at Bend Bridge exceeds 4,800 cfs from January 1 to February 28 (or February 29 in leap years) and 6,295 cfs from September 1 to December 31 along with March 1 to June 14. Diversions ramp up as flows increase in the Sacramento River until full diversion amount is reached at flows of 14,100 cfs or higher in the Sacramento River at Bend Bridge from January 1 to February 28 (or February 29 in leap years) and 17,500 cfs or higher from September 1 to December 31 along with March 1 to June 14. HCPS: No diversion until flows in the Sacramento River at Hamiliton City exceeds 10,500 cfs after any Project and non-Project diversions at HCPS from September 1 to June 14. Diversions ramp up as flows increase in the Sacramento River until full diversion amount is reached at flows of 24,500 cfs or higher in the Sacramento River at Hamiliton City after any Project and non-Project diversions at HCPS.
Wilkins Slough Bypass Criteria	Diversions may not cause flow in the Sacramento River at Wilkins Slough to decline below 10,930 cfs
Bypass Criteria at RBPP	Sacramento River at RBPP must remain at or above 3,250 cfs
Bypass Criteria at HCPS	Sacramento River at HCPS must remain at or above 4,000 cfs
Operable Fish Screens	Diversions may only occur with the fish screen panels at the RBPP and HCPS are installed, maintained, and fully operational
Maximum Total Annual Diversions and Maximum Diversion Rate	– Total maximum annual Project diversions from the Sacramento River of no more than 986,000 AF – Total maximum annual Project diversion at the RBPP of no more than 660,000 AF – Total maximum annual Project diversion at the HCPS of no more than 421,000 AF – Maximum instantaneous diversion rate at RBPP of 2,120 cfs – Maximum instantaneous diversion rate at HCPS of 2,070 cfs
Cessation of Diversions	– When either USGS Station 11390500 or CNRFC-WLKC1 Station are nonoperational unless CDFW has approved an alternative plan – When Project flow monitoring facilities are nonoperational

Agreements	Project is implementing all Sacramento River, diversion-related agreements described in Section 3.3.3

TABLE 2. SUMMARY OF PROJECT'S FUNKS AND STONE CORRAL CREEK DIVERSION CRITERIA

Criteria	Description
System-wide Criteria and Regulations	
Diversion Season	Limited to September 1 to June 14
Balanced Conditions in the Delta	No diversions during Balanced conditions, which are determined by DWR and Reclamation
Close Coordination Conditions with DWR and Reclamation	Certain Delta conditions where DWR, Reclamation, and the Authority have agreed to closely coordinate to avoid adverse effects on SWP and CVP operations and water rights
Senior Water Rights	Existing water rights with a priority date prior to September 30, 1977 and those listed in Attachment C are senior
Term 91	Diversions only allowed when Term 91 is not in effect
Temporary Restrictions	Comply with any temporary restrictions on diversions put into place by SWRCB, such as water right curtailments
Project-specific Funks and Stone Corral Creek Diversion Criteria	
Funks Creek and Stone Corral Creek Operations Plan	No water can be impounded from Funks and Stone Corral Creeks until the Authority completes a Funks Creek and Stone Corral Creek Operations Plan
Agreements	Project is implementing all Funks and Stone Corral Creek, diversion-related agreements described in Section 3.3.5

3.3.1 System-wide Criteria and Regulations

The system-wide regulatory requirements that must be met prior to diversions are summarized below. All diversion criteria, both system-wide and Project-specific, must be met for Project diversions.

- System-wide criteria and regulations applicable to all sources:
    - **Diversion Season:** The Authority would only divert from September 1 through June 14, inclusive. No diversions can occur from June 15 to August 31, inclusive, regardless of conditions or flows.
    - **Balanced Conditions in the Delta:** The Project would not be allowed to divert when the Delta is in balanced conditions. Balanced conditions exist when DWR and Reclamation agree that releases from upstream reservoirs plus unregulated flow approximately equals the water supply needed to meet Sacramento Valley in-basin uses plus exports. Balanced conditions are determined by DWR and Reclamation.
    - **Senior Water Rights:** The Authority has submitted a Petition for Assignment of a State-filed water right (A025517), which has a priority date of September 30, 1977. Existing water rights with an earlier priority date are senior to the Project. This includes the existing CVP and SWP water rights. This also includes those water rights to which the Authority subordinated its right to divert listed in Attachment C which were included in the Sites Water Right application materials.

- **Term 91[2]:** The Project would only divert when Term 91 is not in effect.
- **Temporary Restrictions:** The Project will also be required to operate under any temporary restrictions on pumping put into place by SWRCB, such as water right curtailments.

- System-wide criteria and regulations applicable to Sacramento River diversions, in addition to the above:
  - **Excess Conditions with Sacramento River Export Restrictions:** The Project may not divert during Excess conditions with Sacramento River export restrictions unless DWR has reasonably found that a proposed diversion will not cause an adverse effect as defined in the Sites/SWC/DWR Settlement Agreement.
  - **Close Coordination Conditions with DWR and Reclamation:** There are certain Delta conditions where DWR, Reclamation, and the Authority have agreed to closely coordinate to avoid adverse effects on SWP and CVP operations and water rights. These conditions will be described in the Anticipated Sites/Reclamation/DWR Operations Agreement.
  - **NDOI Upon Initiation:** Upon beginning diversions, NDOI must have increased by an additional 3,000 cfs above the NDOI from the day prior to the determination of Excess conditions. This criteria is initiated each time the Delta moves from balanced to Excess and Project diversions are initiated. The 3,000 cfs requirements is not required to be maintained while the Project is diverting. See Operations ITP Term 9.8.
  - **SWP Article 21, Reclamation Article 3F and Section 215:** The SWP contracts and CVP contracts include provisions for deliveries above contract amounts in certain conditions. This water is generally available in wetter water year types or in higher flow conditions. The delivery of SWP Article 21 water, CVP Article 3(f), and CVP Section 215 water is senior to Project diversions.
  - **SWRCB Decision 1641 (D-1641):** D-1641 and its amendment identify the implementation of water quality and flow objectives for the San Francisco Bay and Sacramento-San Joaquin Delta Estuary. Components of D-1641 expected to have the largest influence on Project operations include requirements for the Net Delta Outflow Index, maximum percent of Delta inflow diverted (Export/Inflow ratio), operations of the CVP and SWP related to salinity and X2, and Delta water quality requirements.
  - **SWP Incidental Take Permit (ITP):** The Project would operate so as to avoid affecting DWR's ability to operate to the then-existing SWP Incidental Take Permit, currently the 2024 SWP ITP (ITP No. 2081-2023-054). In particular, the Authority will not impinge on DWR's ability to conduct export curtailments for Spring outflow, provide 100,000 AF for Delta outflow, implement related provisions of the Healthy Rivers and Landscapes efforts, or operate to the Delta Smelt Summer-Fall Habitat Action.

[2] Term 91 requires that those holding such permits and licenses cease diverting water when the State Water Resources Control Board's Division of Water Rights (Division) gives notice that water is not available for use under those permits and licenses. This occurs at times when the State Water Project and Central Valley Project are releasing previously stored water to meet water quality and flow requirements in the Delta and the Delta is termed to be in "balanced conditions," generally during the summer and fall. See: https://www.waterboards.ca.gov/waterrights/water_issues/programs/bay_delta/term_91//

- **CVP and SWP BiOps:** The Project would operate so as to avoid impairing Reclamation's ability to operate to the then-existing BiOps for the long-term operations of the CVP and SWP, currently the 2024 USFWS BiOp and 2024 NMFS BiOp. The Authority will coordinate with Reclamation on exchanges to enhance Reclamation's ability to operate to the 2024 BiOps. In particular, the Authority will not impinge on Reclamation's ability to provide spring pulse flows, cold water pool preservation in Shasta, and fall flow stability in the Sacramento River downstream of Shasta Lake.

- **Diversion Capacity Available:** There is available capacity at the RBPP and in the TC Canal and GCID facilities to divert and convey water to Sites Reservoir, above the capacity needed for deliveries to existing TC Canal users and within the GCID service area.

- **Trinity River Water:** No water originating from the Trinity River can be rediverted into the Project. Trinity River Water is defined as water diverted by Reclamation from the Trinity River watershed into the Sacramento River watershed pursuant to Reclamation's water rights.

- **Temporary Urgency Change Order for Delta Water Quality Objectives.** No diversions when the Bay-Delta Water Quality Control Plan requirements for Delta Outflow, X2 (Spring), Rio Vista, Emmaton, Jersey Point, and Delta Export to Inflow (E:I) ratio are modified by a Temporary Urgency Change Petition/Order and the CVP or SWP are operating to the modified conditions. See Operations ITP Term 9.9.

3.3.2 Project-specific Sacramento River Diversion Criteria

Below are the Project-specific Sacramento River diversion criteria. All of the criteria must be met, in addition to the system-wide criteria listed in Section 3.3.1.

3.3.2.1 Flow Dependent Diversion

RBPP

No diversion until flows in the Sacramento River at Bend Bridge as measured at the CDEC Station Bend Bridge (BND)[3] exceeds 4,800 cfs from January 1 to February 28 (or February 29 in leap years) and 6,295 cfs from September 1 to December 31 along with March 1 to June 14.

Allowable Sites Project diversions at RBPP from January 1 to February 28 (February 29 in leap years) are specified in Table 3. Allowable Sites Project diversions at RBPP from March 1 to June 14 and September 1 to December 31 are specified in Table 4. Linear interpolation shall be used between the range values provided in Table 3 and Table 4. Diversion adjustments can be made as frequently as desired in coordination with TCCA.

[3] California Data Exchange Center Station Bend Bridge (BND) – https://cdec.wa14,100ter.ca.gov/dynamicapp/staMeta?station_id=BND

TABLE 3. FLOW DEPENDENT DIVERSIONS AT RBPP – JANUARY 1 THROUGH FEBRUARY 28 (FEBRUARY 29 IN LEAP YEARS)

Real-Time Flow at Bend Bridge (BND) in cfs	Maximum Diversion (cfs)
4,800	0
5,000	130
6,000	230
7,000	360
8,000	520
9,000	710
10,000	930
11,000	1,180
12,000	1,450
13,000	1,760
14,000	2,100
14,100	2,120
Greater than 14,100	2,120

TABLE 4. FLOW DEPENDENT DIVERSIONS AT RBPP – MARCH 1 TO JUNE 14 AND SEPTEMBER 1 TO DECEMBER 31

Real-Time Flow at Bend Bridge (BND) in cfs	Maximum Diversion (cfs)
6,300	0
7,000	120
8,000	220
9,000	340
10,000	480
11,000	640
12,000	810
13,000	1,010
14,000	1,220
15,000	1,460
16,000	1,710
17,000	1,980
17,500	2,120
Greater than 17,500	2,120

See Operations ITP Term 9.14.1.

HCPS

No diversion until flows in the Sacramento River at HCPS as measured at the CDEC Station Hamilton City (HMC)[4] exceeds 10,500 cfs from September 1 to June 14 and accounting for both Project and non-Sites Project diversions at the HCPS. As the HMC CDEC Station is downstream of the HCPS, Sites Project and other non-Sites Project (if any are occurring) diversion at the HCPS must be accounted for such that, for the Sites Project diversions to occur, the HMC CDEC Station continues to exceed 10,500 cfs with total diversions at the HCPS.

[4] California Data Exchange (CDEC) Station Hamilton City (HMC) - https://cdec.water.ca.gov/dynamicapp/staMeta?station_id=HMC.

Allowable Sites Project diversions at HCPS from September 1 to June 14 are specified in Table 5. Linear interpolation shall be used between the range values provided in Table 5. Diversion adjustments can be made as frequently as desired in coordination with GCID.

TABLE 5. FLOW DEPENDENT DIVERSIONS AT HCPS – SEPTEMBER 1 TO JUNE 14

Real-Time Flow at Bend Bridge (BND) in cfs	Maximum Diversion (cfs)
10,500	0
11,500	280
12,500	370
13,500	480
14,500	590
15,500	720
16,500	850
17,500	980
18,500	1,130
19,500	1,290
20,500	1,450
21,500	1,620
22,500	1,800
23,500	1,990
24,500	2,200
Greater than 24,500	2,200

See Operations ITP Term 9.14.2.

3.3.2.2 Wilkins Slough Bypass Criteria

Diversions to Sites Reservoir may not cause flow in the Sacramento River at Wilkins Slough to decline below 10,930 cfs for the entire diversion season (September 1 to June 14) as indicated by United States Geological Survey (USGS) Station 1139050031[5] - Sacramento R BL Wilkins Slough NR Grimes CA.

This is determined using the following criteria:

- The Real-Time flow at USGS Station 11390500 exceeds 10,930 cubic feet per second (cfs).
- The California Nevada River Forecast Center (CNRFC) forecasted flow at station WLKC1[6] exceeds 10,930 cfs for the subsequent 72 hours following the estimated start time of any diversion event.
- The forecasted flow continues to exceed 10,930 cfs at CNRFC station WLKC1 for 72 hours after the diversion event is scheduled to end.

[5] Real-time flow at USGS Station# 11390500 - https://waterdata.usgs.gov/monitoringlocation/11390500/#parameterCode=00065&period=P7D&showMedian=false

[6] California Nevada River Forecast Center (CNRFC) deterministic forecasted flow at station WLKC1 - https://www.cnrfc.noaa.gov/ensembleProduct.php?id=WLKC1&prodID=3

- The forecasted flow at CNRFC station WLKC1 shall be re-evaluated for the duration of the diversion event at a minimum of every twenty-four hours to ensure the projected forecast has not changed and the forecasted flow continues to exceed 10,930 cfs.

In the event that TCCA and/or GCID is also diverting at the same time as diversions to Sites Reservoir are occurring, then the above condition applies and the Sites Project cannot divert unless the Sacramento River at Wilkins Slough remains at or above 10,930 cfs. The total allowable Sites Project diversions shall be determined by the following equation:

Available Flow for the Sites Project (cfs) = $WLK_{72hrForecast} – (10,930 + RB_{NonPermitteeDiv} + HC_{NonPermitteeDiv})$

Where: $WLK_{72hrForecast}$ is the CNFRC 72-hour forecast
$RB_{NonPermitteeDiv}$ is non-Sites Project diversions at RBPP
$HC_{NonPermitteeDiv}$ is the non-Sites Project diversions at HCPS

See Operations ITP Term 9.12 and 9.13.

Diversions need to cease when any of the following exist:

- Flows at USGS Station 1139050031 no longer exceed 10,930 cfs.
- The 72-hour forecast indicates the CNRFC Station WLKC1 no longer exceeds 10,930 cfs for the 72-hour period following the estimated start time or end time of diversions.
- Any 24-hour re-evaluation of the forecast indicates CNRFC Station WLKC1 will no longer exceed 10,930 cfs.
- Total Sites diversions and non-Sites diversions at RBPP and HCPS will reduce flows below 10,930 cfs at Wilkins Slough (as measured at either USGS Station 1139050031 or CNRFC Station WLKC1).

See ITP Term 9.15.

3.3.2.3 Bypass Criteria at the Red Bluff Pumping Plant

Diversions at the RBPP can occur only when flows in the Sacramento River are at and remain at or above 3,250 cfs, as measured at the Bend Bridge California Data Exchange (CDEC) Station (BND)[7] minus any Project diversions and any non-Project diversions (such as CVP diversions) occurring at the RBPP. See Operations ITP Term 9.10.

3.3.2.4 Bypass Criteria at the Hamilton City Pump Station

Diversions at the HCPS can occur only when flows in the Sacramento River are at and remain at or above 4,000 cfs, as measured at the Hamiliton City CDEC Station (HMC)[8]. See Operations ITP Term 9.11.

[7] California Data Exchange Center Station Bend Bridge (BND) - https://cdec.water.ca.gov/dynamicapp/staMeta?station_id=BND

[8] California Data Exchange Center Station Hamilton City (HMC) - https://cdec.water.ca.gov/dynamicapp/staMeta?station_id=HMC

3.3.2.5 Operable Fish Screens

Diversions may only occur with the fish screen panels at the RBPP and HCPS are installed, maintained, and fully operational. The Project's Operations ITP includes terms and conditions relative to fish screen testing and maintenance that must be implemented relative to this criteria. See Operations ITP Terms 9.1 and 9.2.

3.3.2.6 Maximum Total Annual Diversions and Maximum Diversion Rates

Total maximum annual Project diversions from the Sacramento River is limited to 986,000 AF, combined from both the RBPP and HCPS. The total maximum annual Project diversion at the RBPP is no more than 660,000 AF. The total maximum annual Project diversion at the HCPS is no more than 421,000 AF. The individual total maximum annual Project diversion at RBPP and HCPS are not intended to add to 986,000 AF. See Operations ITP Term 9.4.

The maximum Project diversion rate at the RBPP is 2,120 cfs. The maximum Project diversion rate at the HCPS is 2,070 cfs. See Operations ITP Term 9.5 and 9.6.

3.3.2.7 Cessation of Diversions

Diversions from the Sacramento River must cease when either of the following exist:

- Either USGS Station 11390500 or CNRFC - WLKC139 Station is nonoperational, or the data centers cease to provide data. The Authority may develop and seek CDFW's approval of alternative methods of compliance.
- Downstream flow monitoring equipment or Project facilities that monitor water volumes diverted, exported, transferred, or exchanged related to the Project are nonoperational or cease to provide data. The equipment or facilities include, but are not limited to, Supervisory Control and Data Acquisition (SCADA) components at the RBPP or HCPS diversion facilities, flow monitoring equipment at the Terminal Regulating Reservoir, Funks Reservoir, I/O Facility, Sites Reservoir and at the Dunnigan Pipeline.

See Operations ITP Term 9.15.

3.3.3 Project-specific, Sacramento River Diversion-Related Operations Agreements

The Project-specific, Sacramento River operational components from operations agreements are indicated below. Note that each description does not summarize the respective agreement in its entirety, but rather focuses on the sections of this Operations Plan that address operational components. Executed agreements can be found in Attachment A.

- CCWD Agreement – The notification and coordination components of this agreement have been incorporated into Section 3.5. This agreement may require modifications in the timing or amount of Project diversions depending on outcomes of the notification and coordination process.
- NDWA MOU – The operations-related components of this agreement are incorporated into the diversion criteria described throughout this Section 3.3. Future changes, if any, to the diversion criteria need to be considered in the context of the NDWA MOU.

- Anticipated Sites/Reclamation/DWR Operations Agreement – The operations-related components of this agreement are incorporated into the diversion criteria described throughout this Section 3.3. The notification and coordination components of this agreement have been incorporated into Section 3.5.

- Sites/SWC/DWR Settlement Agreement – The operations-related components of this agreement are incorporated into the diversion criteria described throughout this Section 3.3. The notification and coordination components of this agreement have been incorporated into Section 3.5.

3.3.4 Project-specific Funks and Stone Corral Creeks Diversion Criteria

Below are the Project-specific Funks and Stone Corral Creeks diversion criteria. All of the criteria must be met, in addition to the applicable system-wide criteria and regulations listed in Section 3.3.1.

- **Funks Creek and Stone Corral Creek Operations Plan:** No water can be impounded from Funks and Stone Corral Creeks until the Authority completes a Funks Creek and Stone Corral Creek Operations Plan, as described in the Sites Water Right application and the Project's Final EIR. The Authority has committed to including GCID, TCCA, Colusa County, Maxwell ID, and the Colusa Drain MWC in the development of this Funks Creek and Stone Corral Creek Operations Plan. This effort is likely to result in additional operational considerations for the creeks that would be reflected in a future version of this Operations Plan.

3.3.4.1 Regulation of Creek Flows

The Authority may regulate flows on Funks and/or Stone Corral Creeks (temporarily store water from the creeks for less than 30 days) for the purposes of public safety to prevent downstream flooding impacts. Regulation would only occur when the applicable Funks and Stone Corral Creek diversion criteria are not being met and thus, water from the creeks is not being diverted to storage under the Sites Water Right; but downstream impacts are anticipated from high flow events. Prior to regulating flows, the Authority shall coordinate with Colusa County and document the current and anticipated flow conditions and possible downstream threats to life and property. The Authority shall estimate the amount of flow retained during regulation and develop a plan to safely release the entire estimated amount, with no more than a 30-day retention period. Regulated flows from Funks and/or Stone Corral Creeks will occupy empty space (i.e., Storage Allocation not filled with water) in Sites Reservoir and does not require the Authority to lease space from Storage Partners. In the event that all Storage Partner allocations are full, it is assumed that this water would be held in dead pool. If and when this water is released from dead pool, that volume will be accounted for and refilled consistent with Section 4.3 of this Operations Plan. This is expected to be a rare occurrence. Regulated flows from Funks and/or Stone Corral Creeks will not be allocated to any Storage Partner as this is not Sites Water diverted under the Sites Water Right.

Regulation may also occur during Project construction to manage flows through construction areas for public/worker safety and site stability considerations. If regulation is needed during construction, the Authority will develop a plan for regulating flows and will establish a methodology to measure daily inflows and outflows. The Authority will make all reasonable efforts to release regulated flows within 30 days when considering safety and site conditions.

3.3.5 Project-specific, Funks and Stone Corral Creeks Diversion-Related Operations Agreements

The Project-specific, Funks and Stone Corral Creeks operational components from operations agreements are described below. Note that each description does not summarize the respective agreement in its entirety, but rather focuses on the diversion-related operational components. Executed agreements can be found in Attachment A.

- Colusa County MOU – The allocation of Sites Water diverted from Funks and Stone Corral Creeks is addressed in Section 3.6 of this Operations Plan. Section 3.3.4 of this Operations Plan describes the development of the Funks Creek and Stone Corral Creek Operations Plan and the Authority's commitment to include Colusa County in its development. Monitoring and measurement of water originating from Funks and Stone Corral Creeks will be addressed in a separate Measurement and Monitoring Plan that Authority staff are developing.

- Maxwell ID Agreement – The diversion-related components of this agreement are incorporated into the diversion criteria described throughout this Section 3.3. The diversion-related notification and coordination components of this agreement are incorporated into Section 3.5. Monitoring and measurement of water originating from Funks and Stone Corral Creeks will be addressed in a separate Measurement and Monitoring Plan that Authority staff are developing.

- Anticipated Colusa Drain MWC Agreement – The diversion-related operations components of this agreement are incorporated into the diversion criteria described throughout this Section 3.3. The diversion-related notification and coordination components of this agreement are incorporated into Section 3.5. Monitoring and measurement of water originating from Funks Creek and Stone Corral Creek and releases into the Colusa Basin Drain and Knights Landing Ridgecut will be addressed in a separate Measurement and Monitoring Plan that Authority staff are developing.

3.4 Diversion Forecasting

The Authority will develop and maintain a tool to assist with diversion forecasting and coordination. Currently, a spreadsheet tool, referred to as the Forecasting Tool, has been created to forecast potential diversions from the Sacramento River. The Forecasting Tool includes observed and forecasted flows for Cow, Cottonwood, and Battle creeks, along with the Sacramento River at Bend Bridge, the Sacramento River at Wilkins Slough, and the observed and expected Delta condition. The observed and forecasted flows are evaluated with the system-wide and Project-specific diversion criteria to forecast the rate of water that the Authority could potentially divert each day.

Forecasted flows for locations on the Sacramento River and tributary creeks are available on a 30-day outlook; however, forecasts are typically only reliable in the 10- to 14-day range. The Authority will use forecasts to initiate and continue coordination with facility operators and other agencies as required under agreements.

There are currently no forecast data available for Funks and Stone Corral creeks. The Authority will consider what tools are needed, if any, to forecast inflows from these creeks.

3.5 Diversion Notifications

During the diversion season, the Authority will regularly coordinate with DWR and Reclamation to exchange data and forecasts regarding projected operations and conditions. Through this regular close coordination, the Authority, DWR, and Reclamation will have a collective understanding of when Project diversions are projected to begin, continue, or cease.

When system-wide and Project-specific diversion criteria are met, the Authority will be responsible for deciding whether and how much to divert from all sources in accordance with applicable provisions of the Project's Applicable Laws and Governmental Approvals, and will coordinate with TCCA and GCID to provide specific diversion requests, including timing and amount. The Authority will work with TCCA and GCID to develop a communications protocol and procedure to ensure efficient and effective communication on diversions and conveyance of diverted water to Funks Reservoir and the TRR, respectively.

Table 6 identifies diversion notifications applicable to the Project's Sacramento River diversions. Table 7 identifies diversion notifications applicable to the Project's Funks and Stone Corral Creeks diversions.

TABLE 6. SACRAMENTO RIVER DIVERSION NOTIFICATIONS AND TIMING

Notification Timeframe	Agency Notifying	Notification Summary	Controlling Agreement and Section
Regular basis, no specific timing	CCWD	Meet with CCWD to share information about forecasted conditions and coordinate regarding foreseeable Project operations; discuss and cooperatively work to assess and improve relevant modeling tools and processes; agree upon the tool or tools to be used prior to the Sites Project diversion season within the context of the agreement	CCWD Agreement, SOP, Paragraph 1
At least 7 days prior to diversions (or earlier, if possible)	CCWD	Inform CCWD of dates and rates of intended diversions, as well as if forecasted "Quick Check-in Conditions and Process" or "Quantitative Analysis Conditions and Process" exist and follow process identified in the CCWD Agreement, SOP (see Attachment A)	CCWD Agreement, SOP, Paragraph 2
At least 7 days prior to diversions (or earlier, if possible)	DWR, SWC	Inform DWR and SWC of date and rate of intended diversions. If Excess conditions with Sacramento River export restrictions are forecasted as defined in the Sites/SWC/DWR Settlement Agreement, DWR shall determine if the planned diversion will cause an adverse effect to the SWP and notify the Authority	Sites/SWC/DWR Settlement Agreement, Paragraphs 2.3 and 3.4

TABLE 7. FUNKS AND STONE CORRAL CREEKS DIVERSION NOTIFICATIONS AND TIMING

Notification Timeframe	Agency Notifying	Notification Summary	Controlling Agreement and Section
Regular basis, no specific timing	Maxwell ID	Meet with Maxwell ID to share information about forecasted conditions and coordinate regarding foreseeable Project operations; discuss and	Maxwell ID Agreement,

Notification Timeframe	Agency Notifying	Notification Summary	Controlling Agreement and Section
		cooperatively work to assess and improve relevant measurement and monitoring tools and processes along with assess and improve data sharing and communications tools and processes	SOP, Paragraph 1
At least 7 days prior to diversions (or earlier, if possible)	Maxwell ID	Inform Maxwell ID of date of anticipated initial diversions	Maxwell ID Agreement, SOP, Paragraph 3a
Weekly after initial notification through remainder of diversion season (June 14)	Maxwell ID	Inform Maxwell ID of Project's intended diversions to storage of water from Funks and/or Stone Corral Creeks and releases into Funks and/or Stone Corral Creeks weekly for the upcoming seven (7) days that occur two (2) days following the notification (for example, if the notification occurs on a Monday, it would cover the upcoming seven days from Wednesday through the following Tuesday). Inform Maxwell ID of changes that may occur to the weekly plan as soon as possible	Maxwell ID Agreement, SOP, Paragraph 3b
Daily	Maxwell ID	Inform Maxwell ID of the following: flows in the creeks above Sites Reservoir for the prior day; actual daily releases into Funks and Stone Corral Creeks from Sites Reservoir for the prior day; expected daily releases into Funks and Stone Corral Creeks from Sites Reservoir for the current day; and flows in Stone Corral Creek at locations downstream of Sites Reservoir but upstream of Maxwell ID's POD #2 (on Stone Corral Creek near its intersection with Maxwell Road) for the prior day	Maxwell ID Agreement, SOP, Paragraph 2
Periodic Regulation of Flows for Less than 30 Days	Maxwell ID	Notify Maxwell ID in advance of regulation, or as soon as possible after regulation has occurred if advance notice was not possible, and coordinate to ensure that Maxwell ID's ability to exercise its water rights is not impacted	Maxwell ID Agreement, SOP, Paragraph 4

Note: The Anticipated Colusa Drain MWC Agreement is expected to have the same or substantially similar notification requirements. Once this agreement is finalized, these requirements will be incorporated into this table.

3.6 Allocation of Diversions to Storage Partners

3.6.1 Allocation of Diversions

Sites Water diverted from the Sacramento River is first used to fill dead pool. After dead pool is filled, each Storage Partner will be allocated water diverted from the Sacramento River based on each Storage Partner's Base Facilities Capacity Interest as specified in their respective contract up to each Storage Partner's Storage Allocation or other Storage Allocation leased or acquired. If a Storage Partner's Storage Allocation is not available or is full, then diverted Sites Water from the Sacramento River will be allocated proportional to the Storage Allocation of all Storage Partners who have available Storage Allocation remaining.

Sites Water diverted from Funks and Stone Corral Creeks, and their tributaries, and from the watershed of Sites Reservoir is allocated to Colusa County or other beneficiaries as specified in the Colusa County MOU up to the County's or other beneficiaries' Storage Allocation or other Storage Allocation leased or acquired.[9] If Colusa County's or other beneficiaries' Storage Allocation is not available or is full, then diverted Sites Water from Funks and Stone Corral Creeks, and their tributaries, and from the watershed of Sites Reservoir will be allocated first to fill dead pool and second proportional to the Storage Allocation of all Storage Partners who have available Storage Allocation remaining.

The timing, volume, and rate of releases into Funks and Stone Corral Creeks are uncertain at this time. Once additional information is known, the Authority may project anticipated release needs for the creeks and hold back allocating water diverted from Funks and Stone Corral Creeks, and their tributaries, and from the watershed of Sites Reservoir in anticipation of meeting future downstream needs. This allocated creek water will occupy empty space (i.e., Storage Allocation not filled with water) in Sites Reservoir and does not require the Authority to lease space from Storage Partners. In the event that all Storage Partner allocations are full, it is assumed that this water would be held in dead pool. If and when this water is released from dead pool, that volume will be accounted for and refilled consistent with Section 4.3 of this Operations Plan. This is expected to be a rare occurrence.

Consistent with the Sites Water Right application, all water diverted under the Sites Water Right must be placed into storage in Sites Reservoir and cannot be directly put to beneficial use prior to being stored in Sites Reservoir.

All allocations of Sites Water to a Storage Partner's Storage Allocation will be made in Sites Reservoir. Sites Water at diversion locations and in conveyance prior to being placed in Sites Reservoir shall remain held by the Authority and not allocated to individual Storage Partner account.

3.6.2 Diversions and Storage Opportunity Request Form

Each Storage Partner shall provide the Authority with a projected request for the volume of Sites Water the Storage Partner seeks to be stored in its respective Storage Allocation or other Storage Allocation leased or acquired in the format requested by the Authority ("Storage Opportunity Request Form"). An example Storage Opportunity Request Form is provided in Attachment E. The timing for providing an initial Storage Opportunity Request Form will be determined in a future version of this Operations Plan. The timing and frequency of changes allowed to the Storage Opportunity Request Form will be determined in a future version of this Operations Plan – with changes anticipated to be allowed with one (1) week advance notification provided that changes cannot go below the amount of Sites Water already allocated in Sites Reservoir to that Storage Partner in that diversion season. For example, if a Storage Partner originally requested its Storage Allocation to be filled but seeks to modify this request to a partial fill, but has already been allocated 50,000 AF in that diversion season in its Storage Allocation, the Storage Partner cannot reduce its partial fill request below 50,000 AF.

Storage Partners may opt out of receiving diversions into their Storage Allocation. If a Storage Partner opts out of receiving diversions, the amount of unused storage space will remain empty. Section 4.3.4 of

[9] The Colusa County MOU allows for water originating from Funks and Stone Corral Creeks, and their tributaries, and from the watershed of Sites Reservoir to be allocated to others in the future, such as Glenn County. If additional parties are beneficiaries of the Colusa County MOU in the future, then the water diverted from Funks and Stone Corral Creeks, and their tributaries, and from the watershed of Sites Reservoir would be first allocated to those parties before being allocated to dead pool or other Storage Partners.

Draft B&O states that Participants will make efforts to optimize diversion and beneficial use of Sites Water during the Sites Water Right Development Period (prior to the Sites Water Right being perfected to license) and not interfere with the Sites Authority's efforts to do the same. During this time, if a Storage Partner chooses to opt out of fully filling its Storage Allocation with Sites Water, the Authority will evaluate if leaving that Storage Allocation empty would result in forgoing diversion of Sites Water from the Sacramento River in a way that may result in negative consequences when the Authority proceeds to license its water right. If the analysis determines that negative consequences are possible, then the Authority will work with the Storage Partner to strongly encourage the Storage Partner to make arrangements to fill the empty Storage Allocation through voluntary actions (such as a Lease of Capacity Interest or filling and selling the water to other Storage Partners). If the Storage Partner continues to choose to leave their Storage Allocation empty, then the concern will be elevated to the Authority Board of Directors for resolution. For example, one action the Authority Board may take is to require the lease of Storage Partner's (Lessor) empty Storage Allocation to a willing Storage Partner(s) who would request release of that water prior to the next storage season, or pursuant to terms agreed to with the Lessor. The Authority Board may require Lessee to pay appropriate costs so that there are no inappropriate charges to Lessor. The purpose of this activity is to maximize the Sites Water Right when moving to water right licensing in the future for the benefit of all Storage Partners.

Storage Partners are not permitted to request specific timing or location for Sacramento River diversions.

3.6.3 Priority of Diversions

The diversion of Sites Water from the Sacramento River will take priority over the release of water from Sites Reservoir using the I/O Works and over the diversion of Other Water (see Section 7.0). Each Storage Partner has equal priority to its share of diverted water consistent with its respective contract.

3.6.4 Losses During Diversions and Conveyance

Anticipated and unanticipated water losses may occur during diversion and conveyance of Sites Water to Sites Reservoir from seepage, operational considerations, or emergency conditions, and similar occurrences. Sites Water diverted by the Authority will be allocated to Storage Partners in Sites Reservoir after losses during diversions and conveyance to Sites Reservoir have been accounted for. In this way, anticipated and unanticipated water losses during diversions and conveyance are spread proportionally among all Storage Partners that are allocated Sites Water during the diversion period.

3.6.5 Deliveries During Diversions

No delivery of Sites Water upstream of Sites Reservoir is allowed in the Sites Water Right. All Sites Water diverted must be placed into storage in Sites Reservoir first, minus any losses. Potential operational and delivery location flexibility may be provided through exchanges which are described in Section 8.0.

4.0 Storage in Sites Reservoir

4.1 Sites Reservoir Storage Capacity

The current estimate for Sites Reservoir storage capacity is 1,470,000 AF based on most current surveying data. Sites Reservoir storage space available to Storage Partners is 1,410,000 AF after considering a "dead pool" volume of 60,000 AF.

Storage Partner Storage Allocations are based on each Storage Partner's Base Facilities Capacity Interest and field measurements of reservoir storage capacity, as updated from time to time. Following construction of Sites Reservoir, the actual storage volume will be measured and/or calculated. If the storage volume changes at any time, the available storage will be allocated to Storage Partners based on their Base Facilities Capacity Interest.

4.2 Losses from Storage

Regular losses of water held in storage in Sites Reservoir are expected to result from, but are not limited to, evaporation and seepage. Periodic losses may occur from such things as, but not limited to, facility testing and releases during testing. Infrequent and unusual losses may occur from such things as, but not limited to, emergency releases and firefighting needs. The approach to assessing losses is yet to be determined and will be addressed in a future update to this Operations Plan. All losses of water held in Sites Reservoir storage—including evaporation and seepage—will be estimated on a daily basis. These losses will be allocated to each Storage Partner in proportion to the amount of water in storage that day. No losses will be allocated to dead pool unless it is the only water in the reservoir.

4.3 Dead Pool

Sites Reservoir will have a physical dead pool of approximately 11,250 AF, below which water cannot physically be removed from the reservoir using the I/O Works. However, the Authority is currently planning to operate to an operational dead pool of 60 TAF under normal conditions.

When filling Sites Reservoir from the Sacramento River, dead pool (physical and operational) will be filled first. In the event that Colusa County's or other beneficiaries' Storage Allocation is not available or is full under the Colusa County MOU, then diverted Sites Water from Funks and Stone Corral Creeks, and their tributaries, and from the watershed of Sites Reservoir will be allocated first to fill dead pool and second proportional to the Storage Allocation of all Storage Partners who have available Storage Allocation remaining. The cost of diverting and conveying water to fill and maintain the dead pool volume will be distributed to Storage Partners based on their Base Facilities Capacity Interest.

Reservoir losses as described in Section 4.2 will not be applied to dead pool unless it is the only water in the reservoir.

4.4 Storage Allocation

Sites Reservoir storage is allocated to each Storage Partner proportionate to their Base Facilities Capacity Interest in their respective contract. Base Facilities Capacity Interest of each Storage Partner as of May 2023 is provided in Table 8. This table will be removed from the Operations Plan in a future version and maintained as part of the real-time tracking and accounting described in Section 2.3.

It is important to note that the information provided in this table is for illustrative purposes only and based on participation as of May 2023. Reclamation is shown in the table as having a 9.1% Base Facilities Capacity Interest. However, Reclamation has indicated an interest in up to a 16% Base Facilities Capacity Interest. Future adjustments to this table are likely to accommodate this increased interest from Reclamation. Future adjustments to the table are also likely as Storage Partners finalize and execute their respective contracts. However, adjustments to the State Proposition 1 Ecosystem Benefits Base Facilities Capacity Interest are unlikely to occur as this account has been sized to provide the Proposition 1 Ecosystem benefits.

TABLE 8. STORAGE PARTNER BASE FACILITIES CAPACITY INTEREST AND STORAGE ALLOCATION AS OF MAY 2023

Storage Partner	Base Facilities Capacity Interest	Storage Allocation (AF)
Antelope Valley-East Kern Water Agency	0.2%	3,117
City of American Canyon	1.8%	24,936
Coachella Valley Water District	4.4%	62,340
Colusa County	4.4%	62,340
Colusa County Water District	4.1%	57,702
Cortina Water District	0.2%	2,805
Davis Water District	0.9%	12,468
Desert Water Agency	2.9%	40,521
Dunnigan Water District	1.3%	18,527
Glenn-Colusa Irrigation District	2.2%	31,170
Irvine Ranch Water District	0.4%	6,234
LaGrande Water District	0.4%	6,234
Metropolitan Water District of Southern California	22.1%	311,700
Reclamation District 108	1.8%	24,936
Rosedale-Rio Bravo Water Storage District	0.2%	3,117
San Bernadino Valley Municipal Water District	9.5%	133,408
San Gorgonio Pass Water Agency	6.2%	87,276
Santa Clara Valley Water District	0.2%	3,117
Santa Clarita Valley Water Agency	2.2%	31,170
Westside Water District	2.4%	33,508
Wheeler Ridge – Maricopa Water Storage District	1.3%	19,014
Zone 7 Water Agency	4.4%	62,340
State (Proposition 1 Ecosystem Benefits)	17.3%	244,000
Reclamation	9.1%	128,020
Total Storage Partner	**100%**	**1,410,000**
Operational Dead Pool	--	60,000
Total Storage Volume		**1,470,000**

Notes:

1. Values as of May 19, 2023.
2. Base Facilities Capacity Interest is the proportionate share of Sites Water diverted that would be available to the Storage Partner for storage in their Storage Allocation.
3. Assumed total storage space available is 1,470,000 AF based on most current surveying data and allocation of "dead pool" of 60,000 AF.
4. Downstream Facilities Capacity Share, including the Dunnigan Pipeline, will be allocated amongst the subset of Storage Partners using Downstream Facilities to convey water to their Secondary Point of Delivery.
5. Reclamation Base Facilities Capacity Interest and Storage Allocation based on a 9.1% participation level. Reclamation has indicated that it would like to participate at 16%. Future adjustments to this table are likely to accommodate this interest.

5.0 Releases from Sites Reservoir

5.1 Overall Project Releases

Project releases for the Storage Partners will generally occur in the late spring, summer, and fall months but could happen throughout the year. Export of Sites Water to Storage Partners SOD must occur during the CVP/SWP transfer window[10] each year. Sites Water deliveries to Storage Partners in the Delta and NOD, including Reclamation (as an exchange partner or investor) and DWR (as an exchange partner), can occur outside the transfer window. Further discussions of exchanges are included in Section 8.

5.2 Release and Conveyance Facilities

Releases from Sites Reservoir will be made through the I/O Works. The Delivery Point will be either Funks Reservoir or TRR, with Funks Reservoir being the primary Delivery Point for the majority of Storage Partners. Releases to Funks Reservoir may be used along the TC Canal, or continue through the TC Canal, then the Dunnigan Pipeline, then the Colusa Basin Drain where it will outflow to the Sacramento River or the Yolo Bypass. Releases to TRR and the GCID Main Canal are considered for use by GCID or as environmental water for wildlife refuges under Proposition 1. These facilities are shown in Figure 2 and Figure 3 and further described in Attachment B.

5.3 Releases to Funks and Stone Corral Creeks

In the construction of Sites Reservoir, Funks and Stone Corral Creeks will be impounded by the construction of the Golden Gate Dam and the Sites Dam, respectively. Releases will be made from Sites Reservoir into Funks and Stone Corral Creeks to comply with California Fish and Game Code Section 5937 and to ensure no injury to downstream water right holders.

Detailed release schedules for releases into Funks and Stone Corral Creeks have not been developed due to lack of information on the conditions in these creeks. Field studies are and will continue being conducted as access is obtained and before final designs for Sites Dam and Golden Gate Dam are completed to determine the following:

- Existing fish assemblage in these creeks, including fish species presence and habitat use;
- Characterization of habitats available (e.g., spawning, rearing, foraging, and sheltering habitats) at varying flow levels;
- Characterization of flows, including assessing the base flow during the summer months;
- Conducting a fluvial geomorphologic study to characterize bed load and flow levels necessary for mobilization;
- Surface Water Ambient Monitoring Program technical study (i.e., bioassessment) that focuses on relationships between physical habitat, water quality, and benthic macroinvertebrates; and
- Hydrological studies to define flow temperature relationships.

Using information from these field studies, along with currently available information on water right holders downstream of the reservoir, and consistent with the operational agreements described below, the Authority will prepare a Funks and Stone Corral Creeks flow schedule that will be incorporated into

[10] See footnote 1 on page 6.

this Operations Plan. The flow schedule will identify the approach for releases, including release schedules and volumes, a monitoring plan, and an adaptive management plan. Releases into these creeks will be made in consideration of the flood control benefits of the Project and will not overtop the stream banks and flood downstream areas unless required by emergency conditions as described in Section 11.0.

The operations agreements relative to Funks and Stone Corral Creeks described in Section 3.3.5 also have operational components related to releases to the creeks as described below. Note that this description does not summarize the respective agreement in its entirety, but rather focuses on the release-related operational components. Executed agreements can be found in Attachment A.

- Colusa County MOU – The amount of Sites Water diverted from Funks and Stone Corral Creeks will be the net amount stored in Sites Reservoir and is dependent on the required releases. Development of the flow schedule, coupled with monitoring and measurement of water released to the creeks, will be important to successful implementation of the MOU and will be addressed in a separate Measurement and Monitoring Plan that Authority staff are developing.

- Maxwell ID Agreement – In the event that diversions from Funks and Stone Corral Creeks affect Maxwell ID operations, the Authority will work with Maxwell ID to address the Project effects to Maxwell ID's operations. This may include increased releases of inflows from the creeks (i.e., passed through the reservoir) in consideration of Maxwell ID's existing water rights.[11]

- Anticipated Colusa Drain MWC Agreement – In the event that diversions from Funks and Stone Corral Creeks affect senior water user operations along the Colusa Basin Drain, increased releases of inflow will be made (i.e., passed through the reservoir) in consideration of existing senior water rights.

As with existing conditions, water released or passed through for environmental purposes into Funks Creek and Stone Corral Creek will be available for downstream water right holders after serving its environmental purpose(s), consistent with California water right law. In other words, releases being made for environmental purposes and downstream water right holders are not additive. The amount of water to be passed through in consideration of existing downstream water rights will not exceed the inflow from Funks or Stone Corral Creeks on any given day.

Releases into Funks Creek will be made through a new pipeline that terminates at Funks Creek below Golden Gate Dam that is designed to have an operating release range of 0 to 100 cfs into Funks Creek. Releases into Stone Corral Creek will be made through the permanent outlet at Sites Dam that is designed to have an operating release of 0 to 100 cfs, with an emergency release capacity of up to 4,700 cfs.

5.4 Release Criteria

Sites Water may be released for uses NOD or in Delta any time the I/O Works are not diverting water to storage. Sites Water for uses SOD will be released: (1) when the I/O Works are not diverting water to storage; (2) when the Delta is in balanced conditions; and, (3) when opportunities exist for movement of

[11] The Maxwell ID Agreement allows for the Authority and Maxell ID to work out possible ways to address impacts to Maxwell ID's operations. This may include increased release of water into Stone Corral Creeks or other operational or monetary considerations.

non-CVP/SWP project water through the Delta Export Facilities if these facilities are planned for rediversion of Sites Water (i.e., the transfer window). All releases of Sites Water are subject to downstream capacity constraints and need to be coordinated with TCCA/Reclamation and GCID, as appropriate. All releases of Sites Water for uses beyond the TC Canal and GCID Canal systems require coordination with Reclamation, DWR, and organizations along the lower Colusa Basin Drain, along with possible coordination with organizations along the Knights Landing Ridgecut and into the Yolo Bypass for any releases conveyed into these facilities. Coordination and notification procedures for releases will be developed in a future version of this Operations Plan.

To the extent possible, the I/O Works ports/tiers will be operated to meet a rice-growing temperature objective of 65°F or higher during the rice growing season (May through September) because cooler water temperatures may inhibit rice growth. When water of this temperature is not available, the Authority will target release flow temperatures to be greater than or equal to the water temperature in the TC Canal and/or GCID Canal. Information regarding this temperature objective is included in the Project Final EIR/EIS.

Releases shall meet the following requirements:

- Releases through the Knights Landing Outfall Gates (KLOG)
    - Releases through KLOG may not be conducted until a temperature monitoring and modeling study is conducted and results are approved by CDFW. Releases must then be implemented consistent with the approved final report. See Operations ITP Term 9.23.
    - Releases through KLOG may not be conducted until a Sacramento River dissolved oxygen (DO) study is conducted and results are approved by CDFW. Releases must then be implemented consistent with the approved final report. See Operations ITP Term 9.25.
- Releases through the Knights Landing Ridgecut
    - Releases to the Yolo Bypass via the Knights Landing Ridgecut shall only occur from August 1 to October 31. See Operations ITP Term 9.22.
    - Releases to the Yolo Bypass via the Knights Landing Ridgecut shall not result in water temperatures that would exceed 70 degrees F as measured at the Wallace Weir Fish Collection Facility. See Operations ITP Term 9.24.
    - No releases shall occur to the Yolo Bypass via the Knights Landing Ridgecut when dissolved oxygen (DO) levels in the Ridge Cut Slough at Highway 113 (Station A0D84761435)[12] are 5.0 mg/L or lower. Another station may be used or installed by the Sites Authority if Station A0D84761435 is not functional. See Operations ITP Term 9.26.
    - No releases shall occur to the Yolo Bypass via the Knights Landing Ridgecut if adult salmonids are present at the Wallace Weir Fish Rescue Facility. See Operations ITP Term 9.27.

[12] Ridge Cut Slough at HWY 113 – (Station A0D84761435) - https://wdl.water.ca.gov/WaterDataLibrary/StationDetails.aspx?Station=A0D84761435&source=map

Additionally, the rediversion of Sites Project water at the Reclamation and DWR export facilities (Jones and Banks pumping plants) is subject to compliance with the objectives currently required of DWR and Reclamation set forth in Tables 1, 2, and 3 on pages 181 to 187 of State Water Board Revised Decision 1641 (D-1641), or any future State Water Board order or decision implementing Bay-Delta water quality objectives at those plants, including compliance with the various plans required under D-1641 as prerequisites for the use of the Joint Points of Diversion by DWR and Reclamation. Rediversion of water at the Clifton Court Forebay and the Jones Pumping Plant is also subject to compliance with all applicable biological opinions, Incidental Take Permits, court orders, and any other conditions imposed by other regulatory agencies applicable to these operations.

5.5 Storage Partner Release Requests, Delivery Locations and Losses

5.5.1 Release Requests

Storage Partners have discretion regarding the amount of water held in their Storage Allocation that they request to be scheduled for release for their use and will have control over the use of their Storage Allocation based on the conditions outlined in their respective contract.

Each Storage Partner shall provide the Authority with a projected request for the volume of Sites Water the Storage Partner would like to be released from the available supply in its Storage Allocation or other Storage Allocation leased or acquired in the format requested by the Authority ("Release Request Form"). An example Release Request Form is provided in Attachment E. The timing for providing an initial Release Request Form will be determined in a future version of this Operations Plan.

The Authority will work with DWR and Reclamation to schedule deliveries south of the Delta. Beginning in February of each year, operations of the reservoir, along with conditions in the Delta, will be reevaluated at least weekly. From such analysis, the Authority will update release and delivery schedules and will coordinate with Storage Partners should any conflicts arise.

5.5.1.1 Conveyance Capacity

Project releases to the CBD may be constrained by capacity in both the Dunnigan Pipeline and the lower CBD. Exports to south of Delta may be further constrained by export capacity or other Delta operating restrictions. If it is anticipated that releases are constrained, the Authority will coordinate closely with Storage Partners, DWR, Reclamation, TCCA, GCID, and entities along the lower CBD in an attempt to meet the requested water release schedules. If there is a release constraint that will affect the ability to meet the requested schedules, the Authority will work with the conflicted Storage Partners to determine whether accommodations can be made. If the conflict cannot be resolved, releases will be made in proportion to the Downstream Facilities Capacity Share attributable to the conflicted Storage Partners thereby providing Storage Partners with Downstream Facilities Capacity Share equal priority for releases.

Storage Partners with Downstream Facilities Capacity Share have first priority to the available conveyance capacity in the Downstream Facilities. Storage Partners without Downstream Facilities Capacity Share have second priority for conveyance of releases through the Downstream Facilities. Storage Partners without Downstream Facilities Capacity Share will need to use unused capacity and may need to adjust their schedule to avoid constraints. Wheeling costs through Downstream Facilities will be addressed in a separate document.

5.5.1.2 Low Storage Level Considerations

As Sites Reservoir is new and not yet constructed, there is uncertainty as to water quality at low reservoir elevations. If poor water quality conditions occur at low reservoir elevations, then management actions may be needed to ensure that releases into Funks Reservoir, TRR and/or Funks and Stone Corral Creeks continue to be of sufficient quality[13] and that the Authority can meet all Applicable Laws and Governmental Approvals.

The Authority will annually conduct an analysis of projected reservoir elevations with anticipated Storage Partner release requests. If projected reservoir elevations are estimated to reach or go below elevation 358 feet or approximately 173,500 AF of storage (which corresponds with 30 feet above the 60,000 AF operational dead pool elevation), then the Authority will conduct additional evaluation to determine if water quality issues are likely to occur such that the Authority may not be able to make all requested releases and meet all Applicable Laws and Governmental Approvals. If this analysis determines that the Authority may not be able to make all requested releases and meet all Applicable Laws and Governmental Approvals, then meeting all Applicable Laws and Governmental Approvals will take priority over Storage Partner requested releases. In this situation, Storage Partner requested releases may need to be reduced, postponed, or ceased to ensure that the Authority can comply with all Applicable Laws and Governmental Approvals. If Storage Partner requested releases are reduced, release amounts will be in proportion to Base Facilities Capacity Interest. If Storage Partner requested releases are postponed or ceased, then the Reservoir Committee and/or Authority Board, as appropriate, will determine how best to equitably address this situation.

It is important to note that low storage levels occur infrequently in the Project modelling. Low storage levels will develop over time (months or possibly a year or more) such that there will be time to plan and adjust. The Project Final EIR/EIS and Reservoir Management Plan (to be developed) include monitoring actions within and downstream of the reservoir that will inform the analysis called for in this section.

5.5.2 Release Order Adjustments

The Authority will provide regular updates on the scheduling of releases and deliveries. Storage Partners may request changes to their initial releases request. The timing and frequency of changes allowed to the Release Request Form will be determined in a future version of this Operations Plan. Current considerations for changes to requested releases include the following.

- Storage Partners receiving water not conveyed through Dunnigan Pipeline – It is anticipated that increases or decreases in requested release amounts can be accommodated with one (1) week advance notice.

- Storage Partners receiving water downstream from Dunnigan Pipeline, not through Delta Export Facilities – It is anticipated that decreases in requested release amounts can be accommodated with one (1) week advance notice. Increases in requested release amounts are anticipated to be needed by the 15th of the preceding month (e.g., an increase in September releases must be requested by August 15).

- Storage Partners receiving water through Delta Export Facilities – It is anticipated that decreases in requested release amounts can be accommodated with one (1) week advance notice.

[13] This uncertainty was addressed in Chapter 6, Surface Water Quality, of the Final EIR/EIS and in Appendix 2D.

Increases in requested release amounts are anticipated to be needed by the 15th of the preceding month (e.g., an increase in September releases must be requested by August 15) and are subject to approval by DWR and/or Reclamation, as applicable.

Weekly releases, particularly for those deliveries that must be exported through the Delta, are highly dependent on coordination with DWR and Reclamation. The Authority may shift weekly deliveries as needed. The Authority will notify Storage Partners of any shifts, should they occur.

5.5.3 Deliveries and Losses

The Delivery Point for all Storage Partner releases will be either Funks Reservoir or TRR. The Sites Authority will convey Water beyond the Delivery Point through Base and Downstream Facilities in accordance with Partner Agreements described in Section 9.0 and any other agreements that are relevant to Downstream Facilities. Releases from Sites Reservoir downstream from the Delivery Point are subject to conveyance losses, including but not limited to conveyance losses in the TC Canal, lower Colusa Basin Drain, Sacramento River, Knights Landing Ridgecut, Yolo Bypass, and carriage water[14] associated with export of water from the Delta Export Facilities, as appropriate.

The Sites Water Right allows for the rediversion of Sites Water at a number of facilities located throughout the state which are anticipated to be used as Secondary Delivery Point(s) – termed points of rediversion in the Sites Water Right. However, the Authority has not obtained all of the agreements necessary to redivert Sites Water at each of these locations. Prior to the operations of the Project, the Authority will work with Storage Partners to determine the preferred facilities for rediversion of Sites Water, the appropriate entity to establish agreements for the rediversion of Sites Water at each location, and establish agreements with those entities as necessary to facilitate the delivery of Sites Water to the Storage Partner.

Storage Partners will specify a Secondary Delivery Point(s) in their respective Release Request Form. The Authority will review the Secondary Delivery Point(s) to ensure that delivery of Sites Water is consistent with the Sites Water Right. Identification of Storage Partner's Secondary Delivery Point(s) for the year will also provide key information needed by the Authority to evaluate Downstream Facilities capacity availability, consider timing of deliveries to all Storage Partners, and coordinate with DWR and/or Reclamation for rediversion at Delta Export Facilities. The Sites Authority may take actions reasonably practicable to assist Storage Partners in conveying their Water to a Secondary Delivery Point(s). Such actions taken by the Sites Authority are subject to Applicable Law, Governmental Approvals and Partner Agreements. Storage Partners shall bear all costs (monetary or otherwise), the risk of loss and any shortfall or reduction in water between the Delivery Point and the Secondary Delivery Point(s).

Costs (monetary or otherwise) associated with the Authority's efforts to convey water to a Secondary Delivery Point, including equitable distribution of costs, cost recovery, and similar, will be addressed in a

[14] Carriage Water is the additional water needed for Delta outflow to compensate for the additional export of Sites Water to assure compliance with the water quality requirements of the SWP and CVP. DWR and Reclamation will determine the amount of Carriage Water that is needed for the Sites Water releases to the Sacramento River for SOD water users in a similar manner as DWR and Reclamation calculate Carriage Water for water transfers originating from the Sacramento River. The methodology for determining Carriage Water will follow similar principles as described in the Draft Carriage Water Overview for Non-Project Water Transfers, dated October 2019, and as updated. See https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/State-Water-Project/Management/Water-Transfers/Files/Draft_CarriageWaterOverview_20240215.pdf.

separate document. In addition, wheeling costs, including those wheeling costs through Downstream Facilities will be addressed in a separate document.

5.6 Releases to Satisfy Terms of Operations Agreements

Although expected to be infrequent, releases may be necessary to satisfy the terms of existing operations agreements. These releases would occur consistent with all Applicable Laws and Governmental Approvals. These releases will have priority over all other releases as these releases are necessary for the Project to comply with Applicable Laws and/or Governmental Approvals. Releases to satisfy the terms of existing operations agreements are expected to be infrequent as actions in the operations agreements are intended to avoid circumstances which would result in the need for "payback" releases. As such, the Reservoir Committee and/or Authority Board, as appropriate, will determine how best to equitably, based on beneficiary pays principles, address costs, including wheeling costs, and how to account for such releases among the Storage Partners (including adjusting the amount of water in Storage Partners' Storage Allocations to make such releases available).

6.0 Sites Water Sales or Exchanges

This section provides a general overview at this time and concepts will be developed further in a subsequent version of the Operations Plan. Once concepts are firmed up, the Authority will need to review the final concepts to ensure compliance with all Applicable Laws and Governmental Approvals. The Authority will develop and maintain a database accessible to other Storage Partners where individual Storage Partners can identify their interest in a sale or exchange of Sites Water or leasing or sale of Capacity Interest (both buyers and sellers). Participation in the database will be voluntary and is only intended to facilitate connection of interested parties in these transactions.

Terms of a sale or exchange must not negatively impact other Storage Partners' rights to store or convey water consistent with their respective contract. The factors that determine what constitutes a negative impact to other Storage Partners will be reflected in a subsequent version of this Operations Plan. Any sale or exchange of Sites Water cannot negatively impact the Sites Water Right. The selling entity should also consider that if the Authority is to convey the sold water to a Secondary Delivery Point, this action will need to be consistent with all relevant Applicable Laws and Governmental Approvals for the Sites Project.

7.0 Other Water

The respective Storage Partners' contracts are anticipated to allow for the diversion, storage and release of Other Water (water not appropriated under the Sites Water Right) in Project facilities in the future, subject to compliance with all Applicable Laws and Governmental Approval. The Authority will take reasonable steps to facilitate these requests. The use of Project facilities for Other Water will be addressed and considered by the Authority on a case-by-case basis, subject to compliance with all Applicable Laws and Governmental Approvals. The use of Project Facilities for Other Water must not negatively impact other Storage Partners' rights as set forth in the B&O Contract or the State and Federal Contracts (as applicable).

8.0 Exchanges

The operation of the Project includes the potential for exchanges of water with the CVP and SWP. Exchanges have the potential to assist the CVP and SWP in meeting their regulatory obligations and their authorized purposes including to protect, restore and enhance fish, wildlife, and associated habitats, provide water supply and generate power. The exchanges are expected to primarily occur with Shasta Lake and Lake Oroville. Exchanges are also expected to take place in real-time with local Storage Partners. Exchanges would only be conducted when they would be neutral or net beneficial to CVP and SWP operations and not affect the ability of the CVP or SWP to meet applicable laws, regulations, biological opinions and incidental take permits, contractual deliveries, and court orders in place at the time.

All exchanges being contemplated by the Authority can be accomplished through the Sites Water Right and existing water rights of the SWP and CVP. This is due to common and overlapping purposes of use, points of diversion, points of re-diversion, and place of use, making petitions for changes unnecessary. Exchanges will require cooperation and accounting between the SWP and CVP which can be accomplished through the Coordinated Operating Agreement. This approach is currently being evaluated and discussed.

A Storage Partner's, DWR's, Reclamation's, and any real time exchange partner's participation in any exchange is voluntary. Exchanges are not mandatory on any party.

- Real-time exchanges will be used to support timing of releases and deliveries to Storage Partners north and south of the Delta. These exchanges will be initiated by Storage Partner and are expected to help minimize capacity constraints along the Dunnigan Pipeline as well as the delivery of water to Storage Partners upstream of the release facilities.

- Exchanges with Oroville will be used primarily to increase flexibility and yield of Sites Reservoir. Upon request of a Storage Partner, and contingent on approval by DWR, water would be released from Sites Reservoir to meet SWP purposes, resulting in reduced releases from Lake Oroville which would be stored for use later in the year.

- Exchanges with Shasta are formulated to target coldwater pool preservation and anadromous fish benefits. It is anticipated that Reclamation will initiate these exchanges and the Authority will coordinate with willing Storage Partners so that water would be released from Sites Reservoir storage to meet Reclamation's obligations via Sites Reservoir and preserve water stored in Shasta Lake.

Attachment D provides additional information regarding exchanges and the associated operational parameters.

Exchanges must meet the following parameters:

- Be consistent with the Operations ITP. See Operations ITP Term 9.18.

- Exchanges with Shasta Lake may not result in Reclamation not meeting its regulatory requirements. See Operations ITP Term 9.19.

- Exchanges with Oroville Reservoir may not result in DWR not meeting its regulatory requirements. See Operations ITP Term 9.20.

- Exchanges may not be conducted until a Water Exchange and Temperature Management Plan is developed and approved by CDFW. Exchanges must then be implemented consistent with the approved Water Exchange and Temperature Management Plan. See Operations ITP Term 9.21.

9.0 GCID and TCCA Considerations

The Authority intends to enter into Partner Agreements with GCID and TCCA. Because the RBPP and TC Canal are owned by Reclamation, the agreement with TCCA will be in addition to a Warren Act Contract or Conveyance Agreement required for the use of federal facilities. Close coordination will be required between the Authority and operators at TCCA and GCID.

The Authority will make decisions on when and how much water to divert at RBPP and Hamilton City Pump Station for the purposes of the Project. Similarly, the Authority will make the decision on when and how much water to release from Sites Reservoir to a specific location (Funks Reservoir or TRR). These decisions cannot be delegated to GCID and TCCA but must be made in close coordination with TCCA and GCID. As they currently do, TCCA and GCID will continue to own and operate their facilities, including the diversion of Sites Water and conveyance of Sites Water in their facilities to either Funks Reservoir or TRR and, upon release of Sites Water, from either Funks Reservoir or TRR to the location requested by the Authority.

Operation of the Project and use of capacity in partner facilities must not negatively impact TCCA and GCID's ability to meet existing legal and contractual obligations or negatively impact their regular customers.

9.1 Coordination

The Authority will coordinate annually with TCCA and GCID on diversion and release schedules of Sites Water, availability and scheduling of exchanges, and planned maintenance windows and conveyance facility downtime. The purpose of this annual coordination is to share information and begin planning for opportunities and constraints anticipated in the upcoming year. The timing of this annual coordination will be addressed in a future version of this Operations Plan.

It is also anticipated that the Authority, TCCA, and GCID will develop a coordination procedure and coordination templates to quickly and efficiently coordinate operations on a monthly, weekly and daily basis.

9.1.1 TCCA Coordination

Daily operations will be coordinated closely with the Red Bluff and Willows Offices of TCCA. In particular, operations will be closely coordinated in the shoulder and transition seasons, when diversions for the Project are occurring at the same time as diversions and deliveries for TCCA contractors. Close operations will also be necessary for frost water, which could occur when the Project is diverting and may require water to pass through Funks Reservoir for TCCA users on the downstream portion of the TC Canal. TCCA will remain the lead operator for the RBPP and the TC Canal. The Authority will have an operator responsible for the diversions into Sites Reservoir at Funks via the Funks PGP. TCCA operations will take priority over Sites operations, although the two entities will coordinate closely to adjust operations to achieve operational objectives.

The Authority operator will also be responsible for the releases from Sites Reservoir to Funks Reservoir for downstream conveyance. These releases will be coordinated with TCCA operations to ensure the appropriate flow of TC water passes through Funks Reservoir for TCCA users downstream in addition to the Water released from Sites Reservoir for delivery to Storage Partners.

It is anticipated that the Project's Supervisory Control and Data Acquisition (SCADA) system will also duplicate some of the TCCA system. This will allow logic and alarms to respond appropriately to changing conditions at the RBPP, along the TC Canal, and in Funks Reservoir. The Authority will work with TCCA in responding to any emergency operations required, and coordination with TCCA will be included in Project's Emergency Action Plan.

9.1.2 GCID Coordination

Daily operations will be coordinated closely with GCID's operations in Hamilton City. In particular, operations will be coordinated during the shoulder and transition seasons, when diversions for the Project are occurring at the same time as deliveries for GCID. Close operations will also be necessary for real-time exchanges, when GCID will receive water from the Project in lieu of diversions from the Sacramento River. GCID will remain the lead operator of the Hamilton City Pump Station and the GCID Main Canal. The Authority will have an operator responsible for the diversions into the Sites Reservoir at TRR via the TRR PGP. GCID operations will take priority over Project operations, although the two entities will coordinate closely to adjust operations to achieve operational objectives.

The Authority operator will also be responsible for the releases from Sites Reservoir to TRR. These releases will be coordinated with GCID operations.

It is anticipated that the Project's SCADA system will also duplicate some of the GCID system. This will allow logic and alarms to respond appropriately to changing conditions at the Hamilton City Pump Station, along the canal, and in the TRR. The Authority will work with GCID in responding to any emergency operations required, and coordination with GCID will be included in Project's Emergency Action Plan.

9.2 Losses

TCCA, GCID and the Authority will determine a process to agree upon reasonable loss rates for water transportation losses in partner facilities. Changes in loss assumptions will go through a process of verification and approval. Losses will be addressed in a future version of this Operations Plan.

10.0 Coordination with CVP and SWP

Success of the Project requires close coordination with Reclamation and DWR. The Authority is currently developing the Anticipated Sites/Reclamation/DWR Operations Agreement with these agencies to address issues related to operations of the Project. Through the implementation of this agreement, it is expected that the Project will cooperatively interface with the existing and ongoing real-time decision-making processes. The goal is to avoid adverse effects and, potentially, provide benefit to CVP and SWP facilities, operational plans, listed species, public health, safety, and water supply reliability.

The anticipated Operations Agreement will be focused on day-to-day coordination and communications protocols and procedures among the parties to ensure compliance with the proposed water right permit term. The Authority, DWR, and Reclamation are engaged in technical discussions to evaluate

coordination and communications protocols and continue to work towards finalizing the Operations Agreement. It is expected that the final Sites/Reclamation/DWR Operations Agreement, to implement the Sites Project water right term and condition, would be executed prior to Sites Storage Partners executing contracts with the Authority for Capacity Interest in the Sites Project, which is expected to occur after the receipt of critical permits and approvals, including the final water right decision.

11.0 Other Considerations

11.1 Emergencies

The Project includes the design and operation of facilities to meet California Division of Safety of Dams (DSOD) criteria and requirements for emergency reservoir drawdown. Emergency releases will be governed by the Project's Emergency Action Plan, which is required by law and is prepared as part of the DSOD review and approval process; the details of emergency release are not covered here. The Reservoir Committee and/or Authority Board, as appropriate, will determine how best to equitably share losses due to emergency releases, if any occur in the future.

11.2 Flood Situations

The Project will provide flood damage reduction benefits to portions of Colusa County, including the town of Maxwell and the surrounding agricultural areas. The Authority is intending to receive Proposition 1 funds in exchange for providing these benefits. The Authority is currently negotiating a Flood Adaptive Management Plan for the purposes of the Public Benefits Contract required under Proposition 1 and will be developing certain design considerations for review and approval by the DWR, Division of Safety of Dams. The Authority currently anticipates that the flood damage reduction benefits being paid for by Proposition 1 will be provided when the reservoir is operated within the normal operating reservoir levels, and thus the parameters developed below are intended to ensure that compliance is not expected to infringe on any Storage Partners capacity rights.

While the specific operational details of the flood benefit AMP are currently being developed, the Authority anticipates that it may need to maintain *empty* storage space during the flood season ("Flood Storage Space"); in an amount that is sufficient to capture potential incoming water from the Funks Creek and Stone Corral Creek watershed and provide the Project's flood damage reduction benefits. The Authority may address the need for Flood Storage Space in the following ways:

1. If Sites Reservoir is not full and not near full, then any necessary Flood Storage Space would occupy unused Storage Partner Storage Allocations.

2. If Sites Reservoir is near full, diversions from the Sacramento River are ongoing, and these diversions will encroach into the necessary Flood Storage Space, then the Authority will ramp down or cease Sacramento River water diversions. In this situation, the Authority will track how much Sacramento River water could have been diverted and allocated to Storage Partner(s), by each individual Storage Partner, up to each Storage Partner's Storage Allocation or maximum request in their Storage Opportunity Request Form. This amount will be allocated on a daily basis and will be tracked as "removed" from dead pool. In this situation, the Storage Partners allocated water from dead pool will incur a variable cost for the Water that was allocated from dead pool that is equal to the average cost of diversions for all other Storage Partners.

3. If Sites Reservoir is near full or is full such that water needs to be released to create the Flood Storage Space, then any necessary Flood Storage Space would be created through either method:

    - Voluntary means, such as encouraging Storage Partners to release previously stored Water from their Storage Allocation in sufficient quantities to create the necessary Flood Storage Space. In this situation, those Storage Partners that voluntarily release water will be credited for Sacramento River diversions and will need to pay the variable cost in the same way as described above in #2, up to the initial amount of water released for the purposes of creating Flood Storage Space.

    - Authority will release water from dead pool to create any necessary Flood Storage Space. In this situation, refilling of dead pool will continue to be consistent with Section 3.6.1.

Situations could also arise in which both strategies 2 and 3 are used in combination. For example, if a total of 30,000 AF of Flood Storage Space is needed and there is 20,000 AF of empty capacity available for Flood Storage Space. An additional 10,000 AF of Water would need to be released either through voluntary means or from dead pool (situation #3 above) to create the total 30,000 AF of Flood Storage Space needed. In this scenario, some Storage Partners may also be prevented from fully filling their Storage Allocation to ensure that the Flood Storage Space is maintained (20,000 AF in this scenario) as the Project's Sacramento River diversions would cease. Crediting this lost opportunity to fill a Storage Partners Storage Allocation would follow situation #2 above.

As described previously, the Authority is currently negotiating a Flood Adaptive Management Plan for the purposes of the Public Benefits Contract required under Proposition 1. This section will be revisited once the Flood Adaptive Management Plan and Public Benefits Contract are in their final stages to ensure consistency, and confirm and finalize the approach proposed. In addition, the Authority staff are considering what components of the above concepts should also be reflected in the B&O Contract and the State and Federal Contracts.

The Authority will work with local, state, or federal entities in the future to adjust operations to protect life and property in flood situations.

11.3 Recreation and Power

The Project's recreation benefits, power use, and power generation benefits are secondary to the Project's water supply and flood damage reduction benefits. However, to the extent possible consistent with this principle, the Authority will work to schedule Project activities to be considerate of recreational uses along with working to minimize power use and maximize power production.

12.0 Changes to this Operations Plan

This Draft for Distribution Version 2.1 of the Operations Plan has been prepared to build upon the May 24, 2024, Version 2.0 of the Operations Plan and addresses additional components related to Storage Partners' benefits, the Project's Operations ITP terms and conditions, along with water right terms proposed by the Authority through the date of release of the document. This Draft for Distribution Version 2.1 of the Operations Plan is being provided to the Storage Partners and made available to the

public for review and input. The Final Version 2.1 is expected to be considered by the Authority's Reservoir Committee and Board of Directors in late summer/fall 2025.

This Operations Plan will continue to be updated as details surrounding Project permits, including the water right, are further defined. Subject to the Authority Bylaws and the Sites Joint Powers Authority Agreement, changes to the Operations Plan are subject to approval by the Reservoir Committee and the Board of Directors (as applicable) as described in the Authority Bylaws. Prior to any such approval, the prior version of the Operations Plan shall remain in full force and effect.

Attachment A
MOUs and Agreements Related to Project Operations

The following MOUs and agreements have been executed by the Authority and are included herein:

- Memorandum of Understanding Between Colusa County and the Authority Regarding Area of Origin Water Rights Claims to Funks and Stone Corral Creeks, and Related Matters dated November 22, 2021 (Colusa County MOU);
- Agreement between the Authority and Contra Costa Water District to Coordinate in the Operations of the Sites Reservoir Project dated December 20, 2023 (CCWD Agreement);
- Agreement between the Authority and Maxwell Irrigation District to Avoid Impacts of Sites Reservoir Project to Maxwell Irrigation District Water Rights dated April 9, 2024 (Maxwell ID Agreement);
- Memorandum of Understanding Between the North Delta Water Agency and the Authority dated August 30, 2023 (NDWA MOU); and
- Settlement Agreement between the Authority, the State Water Contractors, and the Department of Water Resources dated June 7, 2024 (Sites/SWC/DWR Settlement Agreement).

Additional MOUs and agreement will be added in the future as described in Section 1.0 of this Operations Plan as they are completed and executed by the Authority.

C21-203

Memorandum of Understanding Between Colusa County and the Sites Project Authority Regarding Area of Origin Water Rights Claims To Funks and Stone Corral Creeks, and Related Matters

This Memorandum of Understanding (MOU) is between the County of Colusa, a political subdivision of the State of California (County), and the Sites Project Authority (SPA), a joint powers authority formed and operating under California law, regarding the County's area of origin water rights claims to Funks Creek and Stone Corral Creek within the County, and related matters as detailed in this MOU. The County and SPA each may be referred to herein as a "Party" and are collectively referred to herein as the "Parties." This MOU shall become effective upon the date last signed and shall remain in effect until terminated.

Recitals

A. The SPA was formed on August 26, 2010 when seven regional entities, including the County, executed the Joint Exercise of Powers Agreement. The primary purpose of the SPA is to pursue the development and construction of the Sites Reservoir Project (Project), which has long been viewed as an ideal location within the County for additional offstream storage to provide direct and real benefits to instream flows, the Delta ecosystem, and water supply both within and outside the County.

B. The SPA is currently preparing a water rights application and related filings for the Project, which the SPA intends to submit to the State Water Resources Control Board (SWRCB) in December 2021. This water rights application will identify the Sacramento River, as well as Funks Creek and Stone Corral Creek which are situated within the County, as sources of supply for the Project.

C. Under applicable case law and state statutes, the County can assert area of origin water rights claim to water sources originating within the County's boundaries in order to meet the County's current and future water supply needs.

D. The County and the SPA desire to cooperate to address the County's potential area of origin claims to Funks Creek and Stone Corral Creek, and demonstrate the County's support for the Project.

E. The County is a member of the SPA's Reservoir Committee and is anticipated to fund and receive a Storage Allocation in Sites Reservoir and the resulting water supply or water supply related environmental benefits from the Project.

NOW, THEREFORE, the Parties agree as follows:

Operative Terms

1. The SPA will identify Funks Creek and Stone Corral Creek as sources of supply in the SPA's water rights application for the Project.

2. The SPA and the County will develop a mutually agreeable method for determining and measuring the annual amount of water from Funks Creek and Stone Corral Creek that is diverted to storage and impounded by the Project. The SPA will allocate this water to the County up to the County's water Storage Allocation available in the Project, after subtracting any releases of this water that may be required to meet downstream conditions in those creeks pursuant to the SPA's expected water right permit.

3. The SPA and Colusa County recognize that there is uncertainty in the amount of water that may need to be released into Funks Creek and Stone Corral Creek, while taking into consideration their historical water flows, to meet downstream conditions in those creeks pursuant to SPA's expected water right permit. The SPA and Colusa County further recognize that the SWRCB will make the final decision on these conditions. SPA will coordinate and collaborate with Colusa County in developing the proposed conditions. If there is an inconsistency between the SWRCB's final determination of the conditions and any conditions agreed to by the Parties in advance of the SWRCB's final determination, SPA and Colusa County will meet and confer to resolve such inconsistency.

4. The County must have available Storage Allocation, including leased Storage Allocation, if any, to store the water from Funks Creek and Stone Corral Creek. In the event that the County does not have sufficient Storage Allocation, including leased Storage Allocation, to store water from Funks Creek and Stone Corral Creek, then any flows from these creeks will be allocated proportionally to all Storage Partners in a manner consistent with the SPA's 2021 Storage Principles or successor document approved by the SPA until the County has sufficient Storage Allocation.

5. Any operating variable costs and power generation revenue, if any, associated with storing and releasing the Funks Creek and Stone Corral Creek water allocated to the County's Storage Allocation will be paid by or credited to Colusa County in a manner consistent with all other water stored in the Project. It is anticipated that there will be no significant incremental capital cost or fixed costs associated with storing the Funks Creek and Stone Corral Creek water beyond the capital costs and fixed costs allocated to the County as a Storage Partner in Sites Reservoir.

6. Any evaporation or seepage factor assumed for any other water stored in the Project will apply to the Funks Creek and Stone Corral Creek water allocated to the County's Storage Allocation in a manner consistent with all other water stored in the Project.

7. The Funks Creek and Stone Corral Creek water allocated to the County's Storage Allocation will be considered part of the SPA's water rights for the Project, however, under the SPA's 2021 Storage Principles or successor document as approved by the SPA, such water will be specially designated as being held solely in the County's Storage Allocation and the County will be afforded the ability to manage that water in the reservoir consistent with the Storage Principles. The County will be responsible for using the Funks Creek and Stone Corral Creek water within the terms and conditions allowed in the SPA's water right and for providing the SPA with any information it may need to comply with reporting or other requirements.

8. The County confirms that upon the performance and implementation of the terms and conditions in the preceding Paragraphs 2 through 7, and for as long as the Project is in development and operation, the County will not initiate or pursue any area of origin water rights claims to water from Funks Creek or Stone Corral Creek.

9. Upon execution of this MOU, the County will prepare and provide a letter to the SWRCB expressing the County's support for the water rights application for the Project.

10. The County will make reasonable efforts to secure Glenn County's concurrence with the approach and commitments set forth in this MOU, and to obtain a similar support letter from Glenn County for the SPA's water rights application. The County agrees to enter into any necessary agreements with Glenn County and will make the County's Storage Allocation available for storing any agreed upon portion of Funks Creek and Stone Corral Creek water for Glenn County's use.

11. In the event that any party in either Colusa or Glenn County asserts area of origin claims to water in Funks Creek or Stone Corral Creek, the County will make reasonable efforts to work with said claimant to find a solution that avoids the claimant's participation in the SPA's water right application and permit process.

12. Any notice, demand, request, consent, approval or communication that any Party desires or is required to give to the other Party shall be in writing and either served personally or sent prepaid, first-class mail, or to the authorized email address of the agreed upon representative of the Party. Notice shall be deemed communicated within 48 hours from the time of mailing or email, excluding weekends and holidays.

13. This MOU constitutes the complete and exclusive statement of understandings between the Parties. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this MOU.

14. This MOU may be modified or amended only by a written document executed by the Parties and approved as to form by Colusa County Counsel.

15. This MOU may be executed in counterparts, each of which shall constitute one and the same instrument and shall become binding upon the Parties. In approving this MOU, it shall not be necessary to produce or account for more than one such counterpart.

16. If any provision of this MOU is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected, impaired or invalidated.

COUNTY OF COLUSA

Gary J. Evans

Chair of the Board of Supervisors

Date: 10/26/21

21-703

APPROVED AS TO FORM

Richard Stout, Colusa County Counsel

ATTEST: Wendy G. Tyler, Clerk to the Board of Supervisors

Melissa Kitts, Deputy

SITES PROJECT AUTHORITY

Authorized Representative

Date: NOVEMBER 22, 2021

AGREEMENT BETWEEN
THE SITES RESERVOIR JOINT POWERS AUTHORITY AND
CONTRA COSTA WATER DISTRICT
TO COORDINATE IN THE OPERATIONS OF THE SITES RESERVOIR PROJECT

THIS AGREEMENT is made this 20th day of December, 2023, between the Sites Project Authority, herein referred to as the "Sites Authority" and Contra Costa Water District, herein referred to as "CCWD." The Sites Authority and CCWD may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. The Sites Authority was formed on August 26, 2010, when seven regional entities executed the Joint Exercise of Powers Agreement. The primary purpose of the Sites Authority is to pursue the development and construction of the Sites Reservoir Project (Sites Project), which has long been evaluated as an off-stream storage project to provide direct and real benefits to instream flows, the Delta ecosystem, and water supply throughout the State.

B. To comply with the California Environmental Quality Act (CEQA) and its implementing Guidelines, the Sites Authority released a Final Environmental Impact Report (Final EIR) for the Sites Project on November 2, 2023. The Authority certified the Final EIR and adopted the Project with Board Resolution 2023-02 at its November 17, 2023 meeting.

C. The Sites Authority filed a water right application with the State Water Resources Control Board (State Water Board) to appropriate water for the Sites Project on May 10, 2022, and supplemented this application with materials on January 6, 2023. The State Water Board issued notice of the application on June 2, 2023, and the noticing period closed on August 31, 2023.

D. CCWD supplies drinking water to approximately 550,000 people and industries throughout north-central Contra Costa County. CCWD relies solely on water diverted through its intakes in the Sacramento and San Joaquin River Delta (Delta) for its water supply.

E. CCWD operates four intakes in the Delta, Mallard Slough, Rock Slough, Old River, and Middle River Intakes. CCWD also owns and operates Los Vaqueros Reservoir (LV) in Contra Costa County.

F. CCWD operates LV and the intakes to provide high quality, low salinity water to its customers at the lowest cost possible. The amount, timing, and location of CCWD's diversions depend on the quality of water at each intake. CCWD diverts high-quality water when it is available in the Delta and stores it in LV to be delivered to CCWD's service area when water quality in the Delta is degraded, or when CCWD's water supply is interrupted or limited by droughts or emergencies.

G. The Los Vaqueros Reservoir Joint Power Authority is contemplating the Phase 2 Expansion for the Los Vaqueros Reservoir Project. The Phase 2 Expansion would increase the capacity of LV up to 275,000 acre-feet and will serve as a regional water storage and conveyance project to improve Delta ecosystem conditions and reduce conflict among beneficial uses of Delta water supplies.

H. CCWD has raised concerns that Sites operations could negatively impact Delta water quality, require changes in CCWD operations, and interfere with CCWD's ability to exercise its water rights to the full extent permitted by law. On January 28, 2022, and November 16, 2023, CCWD submitted comments on the Sites Project Revised Draft EIR/Supplement Draft EIS. CCWD has also protested the Sites Authority's water right application on August 31, 2023.

I. The Sites Project is uniquely situated relative to CCWD's existing water diversion facilities in the Delta, and through the application of coordinated operation principles and practices, the Parties have determined that 1) shared goals can be accomplished for mutual benefit, and 2) the ability of an individual Party to avoid interfering in another Party achieving its operational goals can be achieved through mutually agreed upon coordination.

J. The Parties desire to coordinate to ensure each Party can achieve its operational goals to the maximum extent possible without interfering with each other, develop standard operating procedures to assess potential impacts, and avoid anticipated impacts or compensate for actual impacts.

AGREEMENT

The Sites Authority and CCWD agree to the following:

1. DEFINITIONS

   The following terms are defined below under this Agreement:

   a. "COA" means the "Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project" dated November 24, 1986, and updated December 12, 2018.

b. "Delta" means the Sacramento-San Joaquin River Delta.

c. "Excess Conditions" means periods when releases from upstream reservoirs plus unregulated flow exceed the water supply needed to meet Sacramento Valley in-basin uses, Delta water quality outflow requirements, and Delta exports, as defined in COA.

d. "Export" means water pumped from the Delta through the C.W. "Bill" Jones Pumping Plant or Harvey O. Banks Pumping Plant.

e. "Sites Project" means the Sites Reservoir Project as defined in the Sites Authority's Board Resolution 2023-02.

f. "Sites Water" means water which has been stored in Sites Reservoir.

g. "Standard Operating Procedures" means the operating procedures outlined in the attachment to this Agreement.

2. SITES PROJECT WATER RIGHT AND PRIOR RIGHTS

a. Sites Project – The Sites Authority has applied for partial assignment of State Filed Application No. A025517 and, assuming such a right is assigned to the Sites Authority, the right will have a priority date of September 30, 1977. Diversions under the water right issued to the Sites Authority will be subject to prior rights held by CCWD in effect on the date a permit is issued to the Sites Authority and as such existing water rights may be modified, including Application 5941 (Permit 3167, License 10514), Application 20245 (Permit 20749), and Application 27893 (Permit 19856).

The Sites Project has applied for a permit for the diversion and storage of Sites Water as described in the Sites water right application No. A025517X01 filed May 11, 2022. Should the Sites Authority seek to add to or modify the water source(s) to be stored in Sites Reservoir, the Parties will meet and confer and mutually agree on necessary amendments to this agreement.

b. Prior Rights – Except as provided in subparagraph 2.a above, nothing in this Agreement changes the water rights held by the Parties or alters the priority of those rights.

3. SITES PROJECT DIVERSIONS TO STORAGE

a. The Sites Authority will divert when the Delta is in Excess Conditions as defined under COA and other Sites Project diversion criteria are met.

b. The Parties agree to closely coordinate their respective operations. Close coordination will take into consideration, among other things: projections of hydrologic and Delta conditions, Delta water quality, export constraints, current and projected CCWD operations, deliveries reliant on Excess Conditions, and determination of Excess Conditions or Excess Conditions with Export Restriction.

c. To achieve close coordination, the Parties will implement the attached Standard Operating Procedures. The Parties shall maintain and update the Standard Operating Procedures, as needed, and perform the obligations under this Agreement in accordance with the then current version of the Standard Operating Procedures.

d. If needed, and as agreed upon by the Parties in the Standard Operating Procedures, the Sites Authority shall implement measures to address the Sites Project's impacts to CCWD operations, if any have occurred. These measures may include, but are not limited to, changes in the Sites Project's operations to avoid or minimize impacts to CCWD's operations, or compensation (funding or water). If compensation is to occur, then the Parties shall jointly prepare a written assessment of the prior year's operation to review the Sites Project's and CCWD's operations to evaluate how the Sites Project affected CCWD's operations. The assessment method will be agreed upon by the Parties consistent with the Standard Operating Procedures. The Parties agree that this assessment will evaluate the effects of operations on an annualized or seasonal basis, i.e., effects will be evaluated based on a comprehensive assessment of operations and not as of any particular date or month. The result will be to determine the net effect of operations throughout the year or season.

4. MOVEMENT OF SITES WATER THROUGH CCWD FACILITIES

The Sites Project water right application includes CCWD's facilities as possible points of rediversion of Sites Project water. The Sites Authority recognizes that the use of CCWD's facilities for the rediversion of Sites Project water would require an agreement with CCWD (and possibly with Reclamation for any facility owned by Reclamation). If CCWD's facilities were to be used for the rediversion of Sites Water in the future, such an agreement would be developed and executed prior to the rediversion of Sites Water.

5. COLLABORATIVE APPROACH

a. The Parties shall maintain a collaborative approach, act in good faith and not unreasonably withhold information or consent in implementation of the provisions in this Agreement.

b. The Parties agree to share records, accounting and reporting as reasonably necessary to implement the provisions of this Agreement.

6. WATER RIGHT TERM AND DISMISSAL OF PROTEST

a. The Parties shall jointly request that the State Water Board add the following terms to the Sites Project water right:

i. All Sites Project diversions shall comply with the provisions of any operations agreement among the Sites Reservoir Joint Powers Authority and Contra Costa Water District, as may be amended from time to time.

ii. Diversions of water under Contra Costa Water District's appropriative water right issued pursuant to Permit 19856 (Application 27893) shall have priority over A025517X01.

b. CCWD agrees that this Agreement addresses its concerns expressed in its comments during the CEQA process and its protest on the Sites Project water right application. As such, and contingent upon the State Water Board including the terms above, with substantially similar intent, in the Sites Project water right permit, CCWD agrees to dismiss its protest. CCWD also agrees to not file litigation to challenge the Sites Project's CEQA compliance.

c. With the exception of Paragraph 6.b., nothing in this Agreement waives any right of either Party to exercise its rights afforded to it under law.

7. EVALUATION OF AGREEMENT AND CHANGES

a. The Parties shall evaluate the effectiveness of this Agreement at least every 5 years and assess whether any amendments to this Agreement or the Standard Operating Procedures need to be made. Amendments to this Agreement or the Standard Operating Procedures may be made by written agreement by both Parties.

b. The Parties recognize that the Sites Project will not be fully operational until after 2030. Therefore, the Parties anticipate more closely coordinating as Sites Project operations become imminent. Notwithstanding any other coordination and assessment required by this Agreement, the Parties will meet approximately one year prior to anticipated Sites Project operations to consider amendments to the Standard Operating Procedures attached to this Agreement.

8. DURATION OF AGREEMENT

a. Effective Date – This Agreement shall commence on the date the last party executes this Agreement and shall continue thereafter, subject to potential amendments pursuant to Section 7, unless terminated pursuant to this Section.

The obligations specified in Sections 3 through 7 shall be contingent upon the State Water Board issuing a water right permit on Application No. A025517X01.

b. Termination – Either Party shall have the right to terminate this Agreement in the event that the State Water Board does not issue a water right permit on Application No. A025517X01.

To terminate, either Party must give written notice (Termination Notice) to the other Party that it wishes to terminate this Agreement, with reasonable particularity as to the need for termination. The Parties shall then negotiate in good faith to address the issues raised in the Termination Notice for a period of at least ninety (90) days after the date of the Termination Notice. If the Parties fail to reach an agreement on the resolution of the issues raised in the Termination Notice within such 90-day period, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

9. FORCE MAJEURE EVENT

a. For purposes of this Agreement, a Force Majeure Event means any act occasioned by a cause beyond the reasonable control of the Parties including, but not limited to, floods, earthquakes, hurricanes or other natural catastrophes, actions by other government agencies, governmental legislation, judicial or administrative orders by other government agencies, casualties, war, insurrection, strikes, civil unrest, terrorism and any other causes that threaten public health or safety generally. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt written notice thereof to the other Party, describing the anticipated effect of the Force Majeure Event on operation of its facilities. The Parties shall meet and confer in good faith to discuss potential responses to the Force Majeure Event. Upon the occurrence of a Force Majeure Event, either Party may elect to terminate the Agreement pursuant to the procedures in Paragraph 8.b.

10. DISPUTE RESOLUTION

a. Informal Dispute Resolution – In the event of dispute regarding interpretation or implementation of this Agreement, the general manager of CCWD, executive director of the Sites Authority, or their authorized representatives, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties will endeavor to resolve the dispute through mediation, as specified in Paragraph 10.b.

No other means of dispute resolution, including mediation or litigation, shall be available to the Parties unless they have exhausted the process provided for in this Paragraph 10.a.

b. Mediation – If a dispute cannot be resolved through informal dispute resolution as described in Paragraph 10.a, the Parties shall endeavor to settle the dispute using non-binding mediation under the rules of the Judicial Arbitration and Mediation Service (JAMS), the American Arbitration Association (AAA), or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Party.

A single mediator that is acceptable to the Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible, and chosen from lists furnished by JAMS, AAA, or any other agreed upon mediator.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be equally shared by the Parties to the dispute.

Notwithstanding any JAMS or AAA rules to the contrary, mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (Evidence Code §§ 1115 – 1128; 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing. The Parties may agree to exchange any information they deem necessary.

The Parties shall have representatives attend the mediation who are authorized to settle the dispute, though a recommendation of settlement may be subject to the approval of each agency's board. Each Party may have attorneys, witnesses or experts present.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery.

c. If the Parties fail to resolve their dispute through mediation, including execution of a final written agreement, either Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive and other equitable relief.

d. Nothing in this Paragraph 10 shall relieve the Parties from performing their obligations under this Agreement. The Parties shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

11. SECTION HEADINGS

The section headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective sections.

12. OPINION AND DETERMINATION

Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms will be reasonably construed.

13. FURTHER DOCUMENTATION

The Parties agree to execute any further documents reasonably necessary to effectuate the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

14. ENTIRE AGREEMENT

This Agreement and the attachment to it contain the entire understanding of the Parties relating to this subject matter and shall supersede any prior written or oral agreements or communications between the Parties pertaining to that subject matter.

15. MODIFICATION OF AGREEMENT

No amendment to the terms and conditions of this Agreement shall be valid unless made in writing and signed by all the Parties to this Agreement.

16. SIGNATURE CLAUSE

The signatories represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

17. EXECUTION

The Parties agree that this Agreement can be executed in counter parts and by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. The Agreement shall take effect as soon as all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Sites Reservoir Joint Powers Authority

Jerry Brown
Executive Director

12/18/23
Date

Contra Costa Water District

Rachel Murphy
General Manager

12/19/2023
Date

Approved as to form:

By: _____
Contra Costa Water District Legal Counsel

AGREEMENT BETWEEN
THE SITES RESERVOIR JOINT POWERS AUTHORITY AND
CONTRA COSTA WATER DISTRICT
TO COORDINATE IN THE OPERATIONS OF THE SITES RESERVOIR PROJECT

STANDARD OPERATING PROCEDURES

The Parties agree to follow the following Standard Operating Procedures as generally represented in the flow chart provided in Figure 1.1 in Attachment 1 and described herein.

1. Qualitative Forecast Coordination – The Sites Authority and CCWD staff will meet regularly to share information about forecasted conditions and coordinate regarding foreseeable Sites Project operations. Coordination may also include discussions and cooperative work to assess and improve relevant modeling tools and processes. For the Quantitative Analysis described below, the Parties shall use this early coordination to agree upon the tool or tools to be used prior to the Sites Project diversion season. As soon as is practical, the Sites Authority shall communicate with CCWD regarding potential Sites Project diversion operations.

2. Quantitative Forecast Notification – At least seven (7) days before the Sites Authority plans to divert for the Sites Project, or earlier if possible, the Sites Authority shall inform CCWD of dates and rates of intended Sites Project diversions, as well as if forecasted "Quick Check-in Conditions and Process" or "Quantitative Analysis Conditions and Process" exist.

3. Quick Check-in Conditions and Process
    a. The Parties agree to proceed with the Quick Check-in when the following conditions are projected to exist at the time of Sites Project diversions:
        i. Forecasted Wilkins Slough flow with Sites Project diversions is greater than 10,700 cubic feet per second (cfs), and
        ii. Current Jersey Point daily average electrical conductivity (EC) is less than 400 microsiemens per centimeter (us/cm).
    b. Under the Quick Check-in Conditions, CCWD shall respond to the Sites Authority's notification within two (2) days that either:
        i. There are no anticipated adjustments to CCWD operations due to planned Sites Project diversions and no need for a Quantitative Analysis; or

ii. CCWD anticipates the need to adjust its operations or the need to adjust its operations is uncertain and Quantitative Analysis is needed.

c. If CCWD does not respond within two (2) days, then the Sites Authority will assume that there is no need for Quantitative Analysis and CCWD may not object to the Sites Authority's diversions.

4. Quantitative Analysis Conditions and Process
   a. If circumstances do not qualify for Quick Check-in Conditions, or if CCWD responds timely to a Quick Check-in notification that Quantitative Analysis is needed, then the Parties shall proceed with a Quantitative Analysis.
   b. In the event of a Quantitative Analysis, the Sites Authority shall request CCWD's forecasted operational plans for a specific period of time, not to exceed 14 days. CCWD shall provide this information within one (1) business day of receiving the request from the Sites Authority.
   c. The Sites Authority and CCWD will each prepare a Quantitative Analysis to determine if Sites Project operations would result in changes to water quality as described in Section 4.c.iii below.
      i. This analysis will be conducted with a modeling tool that is readily available to both the Sites Authority and CCWD and that can readily simulate Delta salinity conditions. Currently, the Parties agree to use DSM2. However, the Parties may agree to use other tool(s) in the future. For each Quantitative Analysis, both Parties will use the same tool or tools as agreed upon before the analysis is performed.
      ii. The Sites Authority and CCWD will both conduct an analysis using the agreed-upon modeling tool(s) to determine whether the expected water quality at CCWD intakes (as determined by water quality at the nearby water quality station shown in Attachment 1, Figure 1.2) with and without the Sites Project's diversions would change such that, taking into consideration CCWD's unique water quality-based operational drivers such as those reflected in the management of LV for water quality and emergency supply (see Attachment 2): (1) CCWD would have a reduced usability of its Mallard Slough intake; (2) CCWD would have reduced LV filling; (3) CCWD would have increased LV releases; or (4) CCWD would have to shift Delta diversions to a higher-cost source . To assess these changes, the Parties agree to use the Quantitative Analysis in Section 4.c.iii and CCWD's forecasted operational plans in Section 4.b.
      iii. If the analysis shows that the Sites Project is projected (a) to result in a change in salinity at the CCWD diversion facilities that CCWD

plans to use (based on Section 4.b.) of not more than 5 mg/L Cl; and (b) the Sites Project would not result in increases in salinity at the CCWD diversion facilities that CCWD plans to use based on Section 4.b. that would result in salinity above CCWD's then current salinity delivery target or CCWD's then current LV fill salinity target (at the existing points of diversion CCWD is authorized to fill LV as of the date of this agreement), then no further coordination is required.

1. The Sites Authority shall provide the results of its analysis, including all input files and the Sites Project planned operations, to CCWD at least five (5) days before the Sites Authority plans to begin diversions for the Sites Project if Quick Check-in Conditions do not exist, or at least three (3) days before the Sites Authority plans to begin diversions if CCWD responds timely to a Quick Check-in notification that Quantitative Analysis is needed.
2. CCWD shall respond to the Sites Authority's provision of the Quantitative Analysis within two (2) days if Quick Check-in Conditions did not exist, or within one (1) day if CCWD responds timely to a Quick Check-in notification that Quantitative Analysis is needed. CCWD may respond that either:
    a. CCWD agrees with the Sites Authority's findings; or
    b. CCWD does not agree with the Sites Authority's findings and a meet and confer is necessary. In this case, CCWD shall share its analysis and findings with the Sites Authority.

    If CCWD does not timely respond, then the Sites Authority may assume that CCWD agrees with the Sites Authority's findings and CCWD may not object to the Sites Authority's diversions.

iv. If the analysis shows that the Sites Project would result in a change in salinity at CCWD's diversion facilities that are planned to be used based on CCWD's forecasted operational plans in Section 4.b greater than those identified in Section 4.c.iii above, then the Sites Authority shall provide the results of the analysis, including all input files, to CCWD and meet and confer with CCWD to determine if such changes in salinity would result in adjustments to CCWD's operations (CCWD Operational Adjustments) and if so, the actions that the Sites Authority would take to avoid and minimize these CCWD Operational Adjustments. CCWD Operational Adjustments are non-routine actions taken by CCWD in response to effects of

Sites Project operations and are adjustments that would not otherwise be employed by CCWD in the reasonable course of routine operations.

1. The Sites Authority and CCWD shall meet and confer as soon as possible, but no later than two (2) days after transmittal of the analysis and results.
2. If it is determined that Sites Project operations would require CCWD Operational Adjustments, then the Sites Authority shall implement Operational Changes (as defined in Section 4.c.iv.3.a.) to avoid such adjustments or implement compensatory measures. To the extent that Sites Authority does not or cannot implement Operational Changes to avoid effects on CCWD's operations, the Parties agree that Sites Authority will undertake compensatory measures.
3. Operational Changes
    a. Operational Changes are actions by the Sites Authority that could reduce changes in salinity at the CCWD's diversion facilities, as determined using the modeling tool, to remain within the parameters identified in the criteria identified in Section 4.c.iii above and may include, but are not limited to:
        i. Delaying start of Sites Project diversions
        ii. Reducing Sites Project diversions
        iii. Any other appropriate actions determined by Sites Authority, as determined using the modeling tool(s) when the results indicate that such actions would alleviate or avoid the effects on CCWD's operations.
    b. Implementation of Operational Changes to the Sites Project that are shown by the analysis to satisfy the criteria identified in Section 4.c.iii will be the only action required by Sites Authority for the analyzed event. If the action does not have the expected effect, Sites Authority is not obligated to take additional action and these results will be taken into account in future analysis.
4. Compensatory Measures
    a. Compensatory measures are actions that would compensate CCWD for its Operational Adjustments resulting from Sites Project operations. In considering compensatory measures, the net effect to CCWD operations, including any improvements to Delta

water quality from Sites Project releases[1], will be evaluated and will consider, but is not limited to, the following:

i. Comparison of actual Delta water quality to forecasted water quality;
ii. Comparison of actual CCWD operations to modeled operations without Sites diversions;
iii. CCWD use of an alternative diversion facility due to changes in water quality;
iv. Decreased storage in LV due to reduced diversions to storage and/or increased releases from LV; and
v. End of season storage in LV, including whether LV filled or had the opportunity to fill.

The evaluation above will be used to quantify the net effect to CCWD operations and identify the water and/or monetary compensation to be paid by Sites.

b. If compensatory measures need to be implemented, then the Sites Authority and CCWD shall coordinate on the most appropriate measure to implement, compensation amounts, and timing.

d. The Parties recognize that coordination on input parameters for the analysis tool is beneficial to an expedited and common understanding of the results, and the Sites Authority shall work to coordinate with CCWD on such parameters to the extent possible while meeting the time commitments required above.
e. The Sites Authority will do its best to provide notification such that CCWD's time to respond falls on business days.
f. CCWD will act in good faith and not unnecessarily request Quantitative Analysis be conducted. The Sites Authority will act in good faith to complete the necessary Quantitative Analysis in a transparent and timely manner.

5. The Parties recognize that these Standard Operating Procedures and the criteria used herein are based on CCWD's current operational parameters as described in Attachment 2, along with current physical, regulatory and climatic conditions. The Parties acknowledge that these Standard Operating Procedures may change in the future based on a number of factors, including, but not limited to, changes in CCWD operational targets, changes in the Sites Project operational parameters or conditions, climate change, sea level rise, and changed Delta

[1] The parties acknowledge that the calculation of carriage water is based on a calculated value and the Parties will work together to in the future to determine if carriage water has resulted in an actual Delta water quality improvement or maintenance of Delta water quality.

regulations. The Parties agree that changed conditions warrant evaluation of these Standard Operating Procedures consistent with Section 7 of the Operations Agreement and will act consistent with Section 5 of the Operations Agreement to negotiate changes to these Standard Operating Procedures.

ATTACHMENT 1

FIGURE 1.1. STANDARD OPERATING PROCEDURES FLOW CHART

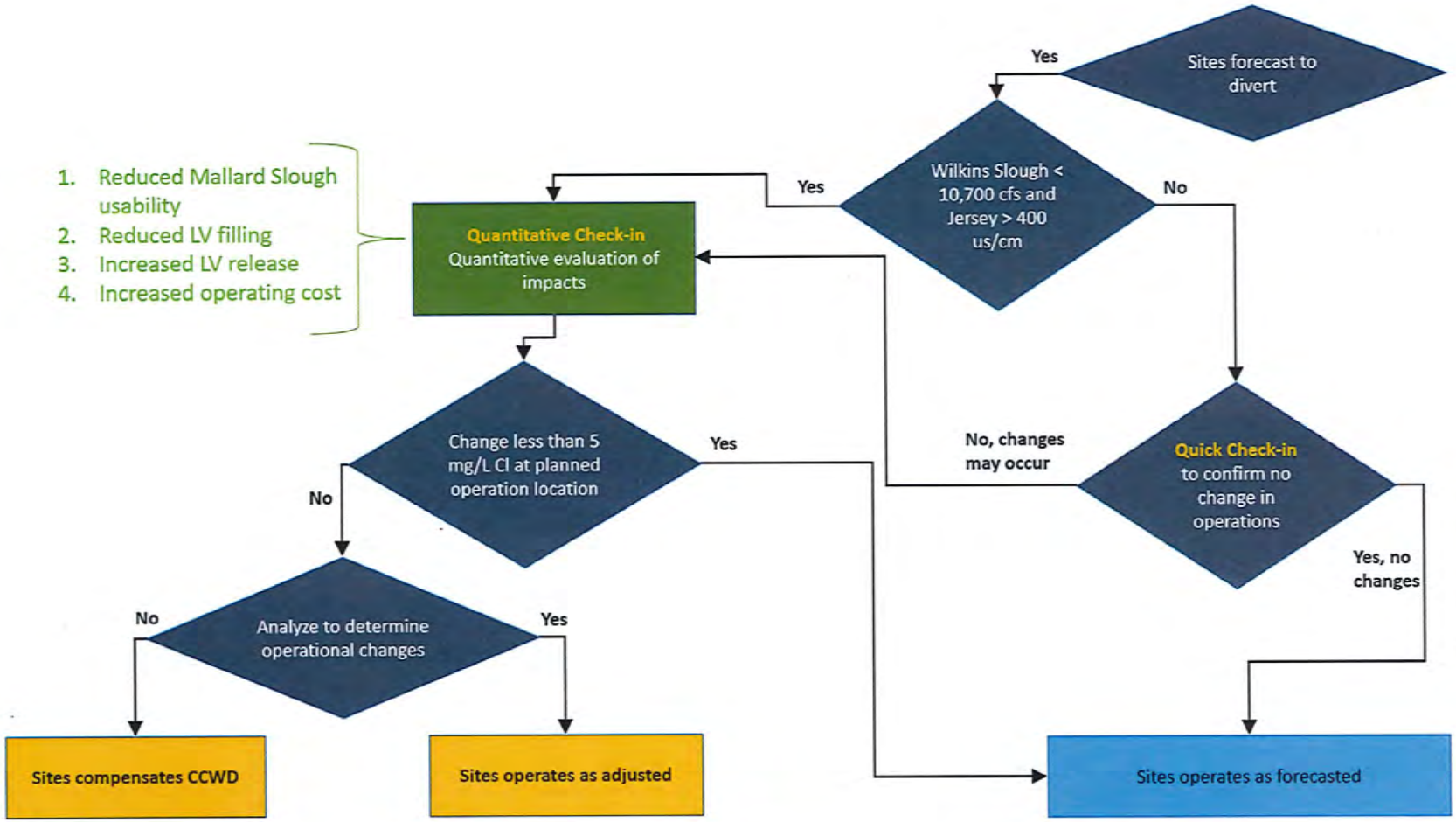
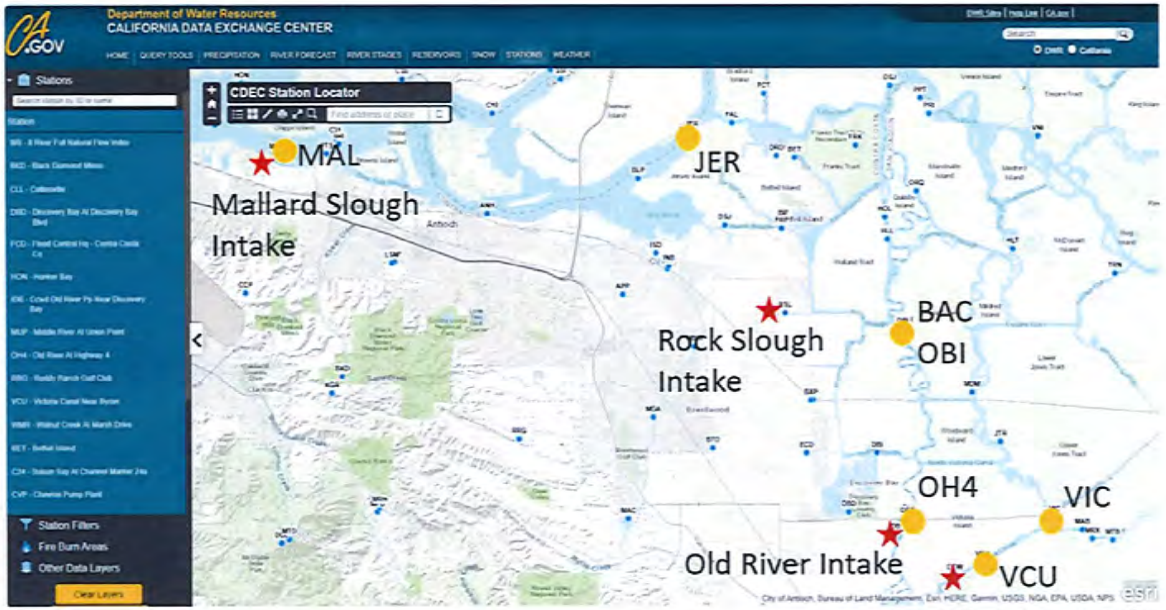


FIGURE 1.2. CCWD'S DIVERSION LOCATIONS AND NEAREST WATER QUALITY MONITORING STATIONS

★ CCWD Intakes
- Mallard Slough
- Rock Slough
- Old River
- Middle River

● Nearby Water Quality stations
- MAL, JER, BAC, OBI, OH4, VIC, VCU



https://cdec.water.ca.gov/webgis/?appid=cdecstation

ATTACHMENT 2

BACKGROUND INFORMATION ON CCWD CURRENT OPERATIONS

Water deliveries to Contra Costa Water District's (CCWD's) service area may be diverted directly at CCWD's Delta intakes ("direct deliveries") or released from previously stored water in Los Vaqueros Reservoir (LV). CCWD also can receive water delivered from the Freeport Regional Water Project (Freeport) intake through an intertie with East Bay Municipal Utility District (EBMUD). CCWD optimizes the use of different Delta intakes to meet demands within CCWD's service area, fill LV for the purposes of drought and emergency water supply and water quality blending, and to fill LV at the lowest costs possible within all operational and regulatory constraints while meeting its water quality goals. CCWD determines its operations based on a variety of factors, including permit terms and regulatory conditions, as well as water quality, water and power costs, maintenance and construction scheduling, and hydrologic considerations. Figure 2.1 provides an overview map of CCWD's facilities.

1. Delivery: CCWD diverts from Mallard Slough, Rock Slough, Old River, and Middle River Intakes for direct delivery to CCWD customers when intake salinity is approximately less than 80 milligrams per liter (mg/L) chloride (Cl); i.e., the salinity delivery target. This salinity delivery target has been flexed to approximately 100 mg/L Cl during drought emergencies and may be flexed in the future for other types of emergencies. If salinity at all CCWD intakes is higher than the salinity delivery target, CCWD blends Delta diversions with releases from LV.
    a. Operating costs of each intake are different due to differences in the source of water (CCWD's LV or Mallard Slough water rights or CCWD's Central Valley Project [CVP] contract supply) and energy costs. Operating costs at each intake, from low to high, are (1) Mallard Slough Intake, (2) Rock Slough Intake, (3) Old River Intake, (4) Middle River Intake.
    b. Filling LV incurs additional costs to pump the water up to the reservoir (as discussed below). For this reason, water supply (releases) from LV is the most expensive option for delivery, with the exception of Freeport deliveries from EBMUD.
    c. Reduction in length of time that the salinity at a CCWD intake meets the salinity delivery target may cause CCWD to shift to a more expensive intake or start/increase blending releases from LV to meet the salinity delivery target.

2. Filling LV: CCWD currently uses Old River and Middle River Intakes to fill LV when salinity at the intakes is below the salinity fill target (50 mg/L Cl)[2].
    a. For LV filling, energy costs from low to high are (1) Old River Intake, (2) Middle River Intake, and (3) Freeport deliveries. These rankings may change over time.
    b. Under current conditions, summer power costs are the highest, followed by fall/winter and then spring. Increased salinity in the winter could shift the window that CCWD could otherwise fill LV from winter-spring to spring-summer, increasing the associated cost.
    c. Power demand charges are incurred based on calendar month. Reduction in the length of time that salinity is low enough to fill LV may result in a greater cost per acre-foot for the limited time that CCWD is able to fill in a single month and/or cause an additional partial month of filling to be needed later in the year. Conversely, CCWD considers power demand charges when determining start and stop of LV filling.
    d. CCWD CVP water costs are higher than CCWD filling with CCWD's LV water right, so reduction in the ability to divert under the LV water right may cause an increased economic cost.
    e. Filling with more saline water, even when the salinity is less than the salinity fill target (e.g., filling with 45 mg/L Cl instead of 35 mg/L Cl), may reduce the blending power of LV, which may require additional releases from LV when it is needed as a blending supply.
    f. Reduction in length of time that salinity at a lower cost intake meets the salinity fill target may cause CCWD to use a more expensive intake to fill LV.
    g. Increasing salinity above the salinity fill target may prevent CCWD from filling LV.
    h. Reduction in length of time that salinity at all CCWD intakes meets the salinity fill target may reduce CCWD storage in LV, thus possibly affecting CCWD's drought and emergency supply.

[2] After construction of the Neroly High-Lift Pumping Station, which is a facility approved by CCWD Board of Directors as part of LV Expansion, the Rock Slough Intake will also be able to be used to fill LV. The ability to fill LV from Neroly requires alteration of CCWD's and CVP existing water rights which have not yet been applied for or granted and therefore is not considered to be in effect at the time of this Agreement.

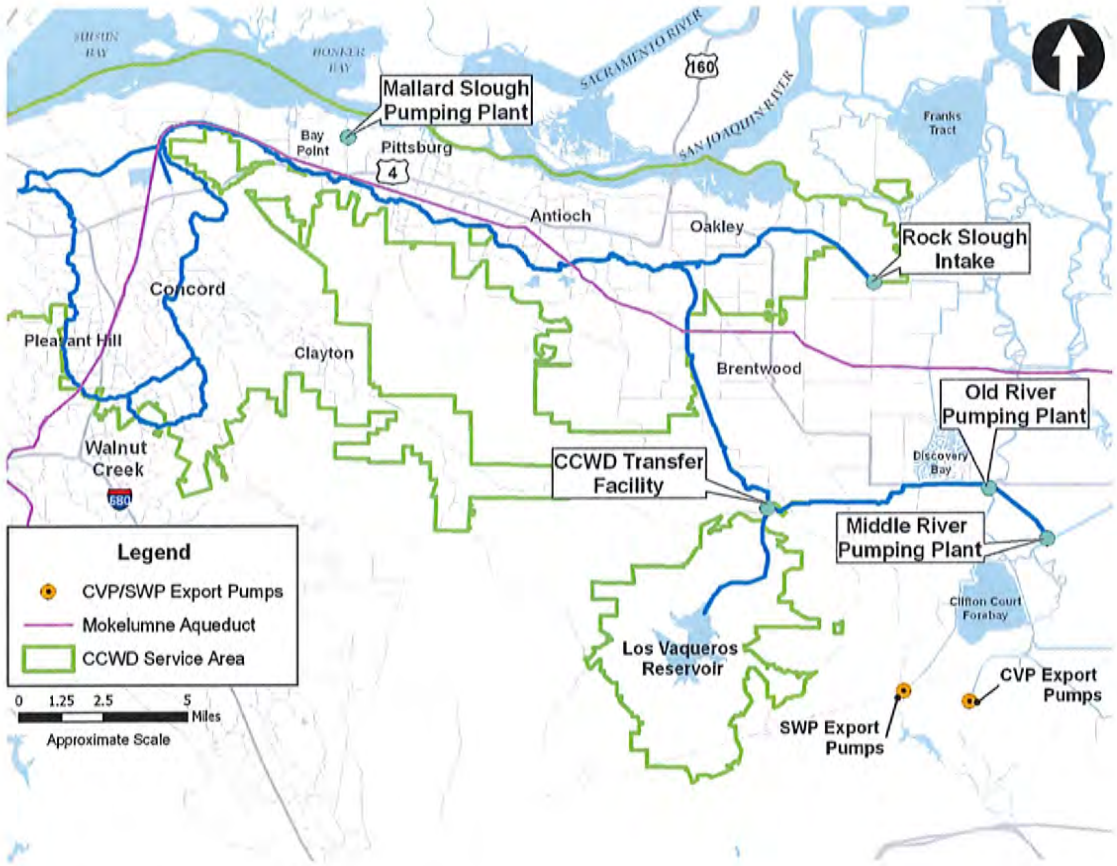


Figure 2.1. Map of CCWD Facilities

AGREEMENT BETWEEN
THE SITES RESERVOIR JOINT POWERS AUTHORITY AND
MAXWELL IRRIGATION DISTRICT
TO AVOID IMPACTS OF
SITES RESERVOIR PROJECT TO MAXWELL IRRIGATION DISTRICT
WATER RIGHTS

THIS AGREEMENT is made this 9th day of April, 2024, between the Sites Project Authority, herein referred to as the "Sites Authority" and Maxwell Irrigation District, herein referred to as "MID." The Sites Authority and MID may be referred to individually as "Party" or collectively as "Parties."

RECITALS

A. The Sites Authority was formed on August 26, 2010, when seven regional entities executed the Joint Exercise of Powers Agreement. The primary purpose of the Sites Authority is to pursue the development and construction of the Sites Reservoir Project (Sites Project), which has long been evaluated as an off-stream storage project to provide direct and real benefits to instream flows, the Sacramento-San Joaquin River Delta (Delta) ecosystem, and water supply throughout the State.

B. To comply with the California Environmental Quality Act and its implementing Guidelines, the Sites Authority released a Final Environmental Impact Report (Final EIR) for the Sites Project on November 2, 2023. The Sites Authority certified the Final EIR and adopted the Project with Board Resolution 2023-02 at its November 17, 2023 meeting.

C. The Sites Authority filed a water right application with the State Water Resources Control Board (State Water Board) to appropriate water for the Sites Project on May 10, 2022, and supplemented this application with materials on January 6, 2023. As part of its application, the Sites Authority has applied for partial assignment of State Filed Application No. A025517 and, assuming such a right is assigned to the Sites Authority, the right will have a priority date of September 30, 1977. The State Water Board issued notice of the application on June 2, 2023, and the noticing period closed on August 31, 2023. The Sites Authority proposes to divert water from Funks and Stone Corral Creeks to storage in Sites Reservoir by means of construction of two dams; Funks Creek is a tributary to Stone Corral Creek upstream of MID's point of diversion on Stone Corral Creek.

D. MID supplies water for irrigation, recreational (duck club), recreational, rice straw decomposition, and fish and wildlife protection and/or enhancement purposes to approximately 6,800 acres in Colusa County. MID relies on water diverted through its facilities on various creeks, drains, and the Sacramento River under its appropriative water rights.

E. MID holds nine water rights with various points of diversion ("MID Water Rights"). Five of the MID Water Rights have points of diversion and rediversion that could receive water from Stone Corral Creek. These are Application 11956 (License 4586), Application 11955 (License 4643), Application 11957 (License 4644), Application 11958 (License 4694), and Application 30445 (Permit 21004). MID's Water Rights are listed in detail in Attachment 1.

F. The Sites Authority and MID entered into a Memorandum of Understanding Regarding MID Water Rights and Sites Reservoir (Sites-MID MOU) dated August 23, 2023 to provide a framework for binding commitments from the Sites Authority in not impacting MID's existing water rights on Stone Corral Creek. In the Sites-MID MOU the Parties agreed to enter into a binding agreement to ensure that the Sites Project will not impact MID's ability to exercise its water rights. This Agreement implements that provision of the Sites-MID MOU.

G. The Parties desire to coordinate to ensure that MID can achieve its operational goals without impacts from the Sites Project on MID's Water Rights or operations, to develop standard operating procedures to assess potential impacts, and to avoid anticipated impacts and compensate for actual impacts.

AGREEMENT

The Sites Authority and MID agree to the following:

1. INCORPORATION OF SITES-MID MOU

    a. The terms of the Sites-MID MOU, including the Parties' obligations thereunder, are hereby incorporated into this Agreement.

2. SITES PROJECT WATER RIGHT AND PRIOR RIGHTS

    a. Priority of Right – The Parties agree that diversions under the water right issued by the State Water Board to the Sites Authority will be subject to prior rights held by MID in effect on the date a permit is issued to the Sites Authority and as such MID existing water rights may be modified. The Sites Authority agrees to allow MID's Application 30445 (Permit 21004) to have priority over the Sites Authority's right to divert water and has reflected this priority in the Sites Authority's water right application.

b. Prior Rights – Except as provided in subparagraph 2.a above, nothing in this Agreement changes the water rights held by the Parties or alters the priority of those rights.

c. Commitment to Not Impact MID Water Rights – The Sites Authority agrees to not impact MID Water Rights and MID's ability to divert MID Water Rights water for its operations. The Standard Operating Procedures (Attachment 2) and the Funks and Stone Corral Creeks Operations Plan described in this Agreement are intended to ensure that no such impacts occur.

3. SITES PROJECT DIVERSIONS TO STORAGE

a. The Sites Authority will divert to storage from Funks and Stone Corral Creeks only when all of the following conditions exist: (1) September 1 through June 14; (2) the Delta is in Excess Conditions[1] as defined under the "Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project"; (3) Term 91[2] is not in effect; and (4) any other applicable Sites Project diversion criteria relative to Funks and Stone Corral Creeks are met[3].

4. STANDARD OPERATING PROCEDURES

a. The Parties agree to closely coordinate their respective operations through implementation of Standard Operating Procedures, which are attached hereto as Attachment 2. The Standard Operating Procedures shall take into consideration, among other things: flows in the creeks above Sites Reservoir; releases into Funks and Stone Corral Creeks from Sites Reservoir; flows in Stone Corral Creek at locations downstream of Sites Reservoir but upstream of MID's Point of Diversion #2 (POD #2) as shown in Attachment 1; and flows in the Colusa Basin Drain upstream of MID's POD #2. The Parties shall maintain and update the Standard Operating Procedures consistent with Section 7(a) and on an as-needed basis.

b. The Sites Authority shall implement measures to address and/or mitigate any Sites Project's impacts to MID operations or MID Water Rights, if any

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1 "Excess Conditions" means periods when releases from upstream reservoirs plus unregulated flow exceed the water supply needed to meet Sacramento Valley in-basin uses, Delta water quality outflow requirements, and Delta exports, as defined in the "Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project" dated November 24, 1986, and updated December 12, 2018.

2 Term 91 has been included in permits and licenses, granted after 1965, for diversion and use of water in the Delta watershed. Term 91 requires that those holding such permits and licenses cease diverting water when the State Water Resources Control Board gives notice that water is not available for use under those permits and licenses.

3 As of the preparation of this Agreement, no other applicable Sites Project diversion criteria for Funks and Stone Corral Creeks exist.

are projected to occur or have occurred; any such measures will be reflected in the Standard Operating Procedures in language agreed upon by both Parties. These measures may include, but are not limited to, changes in the Sites Project's operations to avoid, minimize or mitigate for impacts to MID's operations or MID Water Rights. If agreement on revisions to the Standard Operating Procedures is not reached, then the Parties shall proceed through the Dispute Resolution process as specified in Paragraph 10.

5. FUNKS AND STONE CORRAL CREEKS OPERATIONS PLAN

   a. Prior to diverting water to storage in Sites Reservoir from Funks and Stone Corral Creeks, the Sites Authority will develop a Funks and Stone Corral Creeks Operations Plan ("Plan") in cooperation with MID and other interests. The Plan will ensure a technically feasible operations framework for Funks and Stone Corral Creeks to avoid impacts to MID's operations and MID Water Rights. The Plan will also consider other legal requirements, such as Fish and Game Code Section 5937. The Sites Authority will work cooperatively with MID and other downstream water right holders to develop the Plan as well as a governance mechanism for coordination among those parties. The Plan shall, among other things, identify the measuring and monitoring locations that will be essential to understanding the Project's changes in creek flows, including a methodology to determine daily creek flows into Sites Reservoir, daily releases from Sites Reservoir into Funks and Stone Corral Creeks along with a measurement station to determine daily creek flows upstream of MID's Point of Diversion on Stone Corral Creek. The Sites Authority will lead and fund the required technical work to develop the Plan, including data gathering and analysis. In the event of any conflict between the Plan and this Agreement, this Agreement is the controlling document.

6. COLLABORATIVE APPROACH

   a. The Parties shall maintain a collaborative approach and act in good faith with respect to implementation of the provisions in this Agreement.

   b. The Parties agree to share records, accounting and reporting as reasonably necessary to implement the provisions of this Agreement.

7. EVALUATION OF AGREEMENT AND AMENDMENTS

   a. The Parties shall evaluate the effectiveness of this Agreement at least every 5 years and assess whether any amendments to this Agreement or the Standard Operating Procedures need to be made. Amendments to this Agreement or the Standard Operating Procedures must be made by written agreement by both Parties.

b. The Parties recognize that the Sites Project will not be fully operational until after 2030. Therefore, the Parties anticipate more closely coordinating as Sites Project operations become imminent. Notwithstanding any other coordination and assessment required by this Agreement, the Parties will meet approximately one year prior to anticipated Sites Project operations (i.e., diverting water from Funks and Stone Corral Creeks to storage in Sites Reservoir) to consider amendments to the Standard Operating Procedures.

8. DURATION OF AGREEMENT

a. Effective Date – This Agreement shall commence on the date the last party executes this Agreement and shall continue thereafter, subject to potential amendments pursuant to Section 8, unless terminated pursuant to this Section.

The obligations in Sections 2, 3, 4, and 5 are conditioned upon the State Water Board issuing a water right permit on Application No. A025517X01.

b. Termination – To terminate, either Party must give written notice (Termination Notice) to the other Party that it wishes to terminate this Agreement, with reasonable particularity as to the need for termination. The Parties shall then negotiate in good faith to address the issues raised in the Termination Notice for a period of at least ninety (90) days after the date of the Termination Notice. If the Parties fail to reach an agreement on the resolution of the issues raised in the Termination Notice within such 90-day period, either Party may terminate this Agreement upon thirty (30) days prior written notice to the other Party.

9. FORCE MAJEURE EVENT

a. For purposes of this Agreement, a Force Majeure Event means any act occasioned by a cause beyond the reasonable control of the Parties including, but not limited to, floods, earthquakes, hurricanes or other natural catastrophes, actions by other government agencies, governmental legislation, judicial or administrative orders by other government agencies, casualties, war, insurrection, strikes, civil unrest, terrorism and any other causes that threaten public health or safety generally. Upon the occurrence of a Force Majeure Event, the affected Party shall give prompt written notice thereof to the other Party, describing the anticipated effect of the Force Majeure Event on operation of its facilities. The Parties shall meet and confer in good faith to discuss potential responses to the Force Majeure Event. Upon the occurrence of a Force Majeure Event, either Party may elect to terminate the Agreement pursuant to the procedures in Paragraph 8.b.

10. DISPUTE RESOLUTION

a. Informal Dispute Resolution – In the event of dispute regarding interpretation or implementation of this Agreement, the general manager of MID, executive director of the Sites Authority, or their authorized representatives, shall endeavor to resolve the dispute by meeting within 30 days after the request of a Party. If the dispute remains unresolved, the Parties will endeavor to resolve the dispute through mediation, as specified in Paragraph 10.b.

No other means of dispute resolution, including mediation or litigation, shall be available to the Parties unless they have exhausted the process provided for in this Paragraph 10.a.

b. Mediation – If a dispute cannot be resolved through informal dispute resolution as described in Paragraph 10.a, the Parties shall endeavor to settle the dispute using non-binding mediation under the rules of the Judicial Arbitration and Mediation Service (JAMS), the American Arbitration Association (AAA), or any other neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Party.

A single mediator that is acceptable to the Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs, including required travel and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be equally shared by the Parties to the dispute.

Notwithstanding any JAMS or AAA rules to the contrary, mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (Evidence Code §§ 1115 – 1128; 1152) and will not be used for any other purpose unless otherwise agreed by the Parties in writing.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties.

c. If the Parties fail to resolve their dispute through mediation, including execution of a final written agreement, either Party may, at its option, pursue any available legal remedy including, but not limited to, injunctive

and other equitable relief.

d. Nothing in this Paragraph 10 shall relieve the Parties from performing their obligations under this Agreement. The Parties shall be required to comply with this Agreement, including the performance of all disputed activity and disputed payments, pending the resolution of any dispute under this Agreement.

11. SECTION HEADINGS

The section headings of this Agreement are for the convenience of the Parties and shall not be considered to limit, expand, or define the contents of the respective sections.

12. OPINION AND DETERMINATION

Where the terms of this Agreement provide for actions to be based upon the opinion, judgment, approval, review, or determination of any Party, such terms will be reasonably construed.

13. FURTHER DOCUMENTATION

The Parties agree to execute any further documents reasonably necessary to effectuate the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

14. ENTIRE AGREEMENT

This Agreement and the attachment to it contain the entire understanding of the Parties relating to this subject matter and shall supersede any prior written or oral agreements or communications between the Parties pertaining to that subject matter.

15. MODIFICATION OF AGREEMENT

No amendment to the terms and conditions of this Agreement shall be valid unless made in writing and signed by all the Parties to this Agreement.

16. SIGNATURE CLAUSE

The signatories represent that they have been appropriately authorized to execute this Agreement on behalf of the Party for whom they sign.

17. EXECUTION

The Parties agree that this Agreement can be executed in counter parts and by

electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. The Agreement shall take effect as soon as all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Sites Reservoir Joint Powers Authority	Maxwell Irrigation District
Jerry Brown Executive Director	Kurt Richter Board President
7/31/24 Date	6/10/24 Date

ATTACHMENT 1

SUMMARY OF MAXWELL IRRIGATION DISTRICT'S
WATER RIGHTS

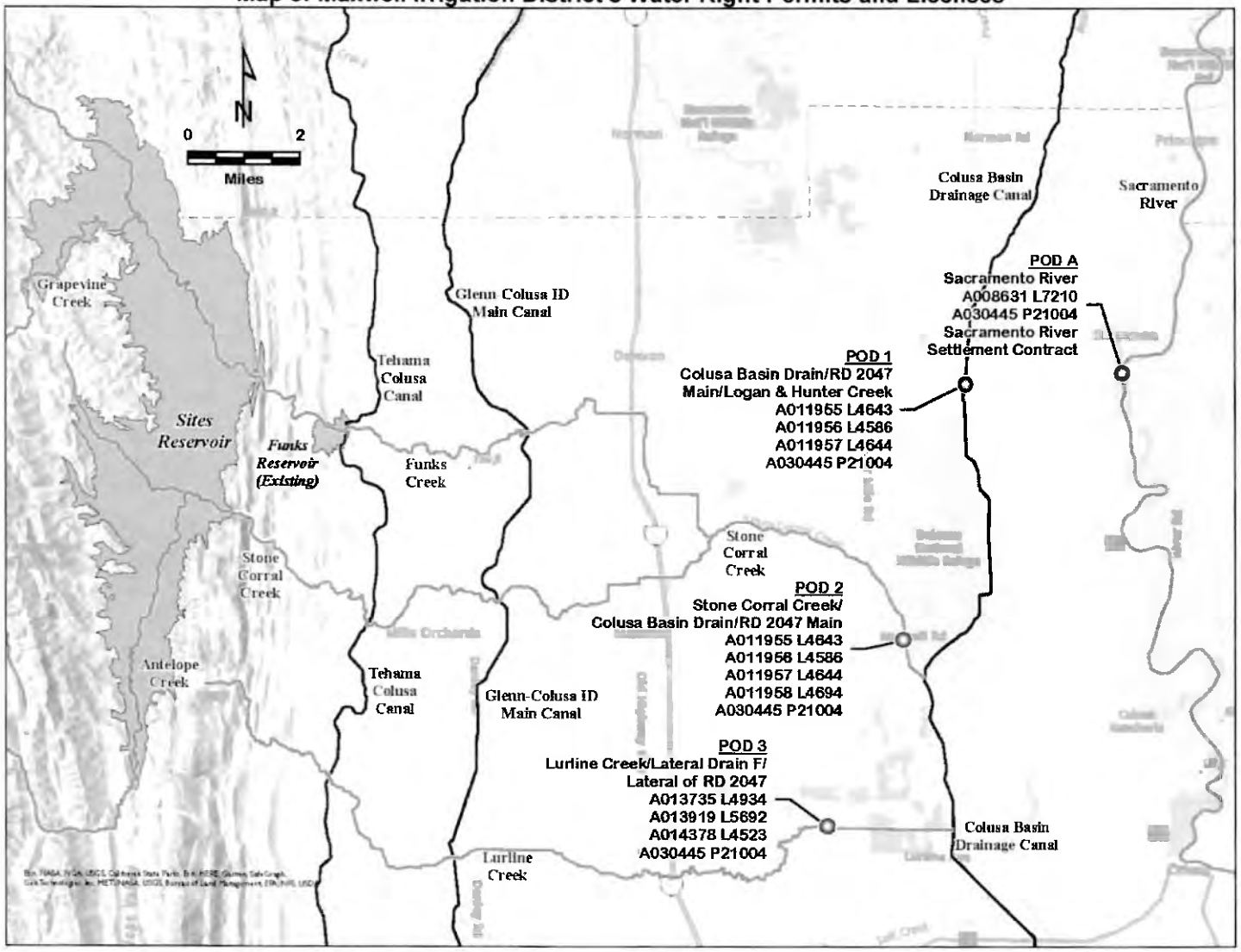
Summary of Maxwell Irrigation District's Water Right Permits and Licenses

Ordered by priority date

Those shaded in blue include source(s) that may receive water from Stone Corral Creek

Application Number	Permit or License Number	Priority Date	Source(s)	Season	Amount (cfs)
8631	7210 (License)	April 8, 1936	Sacramento River	From about March 15 to about November 1	63
11956	4586 (License)	June 24, 1947	RD 2047 Main Drain	From about April 1 to about October 1	8.5
11955	4643 (License)	June 24, 1947	RD 2047 Main Drain Canal	From about April 15 to about October 1	14
11957	4644 (License)	June 24, 1947	Logan and Hunter Creek (POD #1) and RD 2047 Main Drain Canal (POD #2)	From about April 15 to about October 1	POD #1-15 POD #2-50.5
11958	4694 (License)	June 24, 1947	Stone Corral Creek Drain	From about April 15 to about October 1	13.5
13919	5692 (License)	August 25, 1950	Lurline Creek	From about May 1 to about December 1	11.6
13735	4734 (License)	May 15, 1950	Lateral drain of RD 2047	From about April 15 to about October 1	7
14378	4523 (License)	June 28, 1951	Lateral Drain F of RD 2047	From about April 15 to about September 30 for irrigation; From about March 1 to about November 30 for recreation	3
30445	21004 (Permit)	May 30, 1995	Sacramento River (POD A) Colusa Basin Drain (POD #1) Stone Corral Creek (POD #2) Lurline Creek (POD #3)	October 1 to March 31	POD #A-80 POD #1-75 POD #2-75 POD #3-31

Map of Maxwell Irrigation District's Water Right Permits and Licenses



ATTACHMENT 2

STANDARD OPERATING PROCEDURES

The Parties agree to follow the following Standard Operating Procedures as generally described herein.

1. Forecast Coordination – The Sites Authority and MID staff will meet periodically to share information about forecasted conditions and coordinate regarding foreseeable Sites Project operations. Coordination may also include discussions and cooperative work to assess and improve relevant measuring and monitoring tools and processes along with assess and improve data sharing and communications tools and processes. As soon as is practical, the Sites Authority shall communicate with MID regarding potential Sites Project diversion to storage from Funks and Stone Corral Creeks.

2. Data Sharing – The Sites Authority shall share information on a daily basis with MID on at least the following: flows in the creeks above Sites Reservoir for the prior day (which may be measured or estimated using a mass balance approach); actual daily releases into Funks and Stone Corral Creeks from Sites Reservoir for the prior day; expected daily releases into Funks and Stone Corral Creeks from Sites Reservoir for the current day; and flows in Stone Corral Creek at locations downstream of Sites Reservoir but upstream of MID's POD #2 for the prior day. The Parties shall develop a template to quickly and efficiently share this information, which may be shared via email or website.

3. Forecast Notification –

    a. Initial Notification. At least seven (7) days before the Sites Authority plans to divert water to storage from Funks and/or Stone Corral Creeks within the Sites Project diversion season (September 1 through June 14), or earlier if possible, the Sites Authority shall inform MID of anticipated date of initial diversion.

    b. Weekly Notifications. After the Initial Notification has occurred and for the remainder of each Sites Project diversion season (through June 14), the Sites Authority shall inform MID of its intended diversions to storage of water from Funks and/or Stone Corral Creeks and releases into Funks and/or Stone Corral Creeks weekly for the upcoming seven (7) days that occur two

(2) days following the notification (for example, if the notification occurs on a Monday, it would cover the upcoming seven days from Wednesday through the following Tuesday). The Parties shall develop a template to quickly and efficiently share this information, which may be shared via email or on a website. The Sites Authority shall, via email, inform MID of changes that may occur to the weekly plan as soon as possible.

c. MID Notification. MID shall notify the Sites Authority as soon as possible if MID believes that the Sites Authority's operations may impact or has impacted MID's ability to exercise MID Water Rights or MID's operations. Such notification shall include a brief description of how the Sites Authority's operations may impact or has impacted MID and the anticipated timing of such impacts. Within two (2) days of MID's notification, the Sites Authority and MID shall meet and confer. The Parties shall work together to identify and agree upon whether an impact to MID's operations may occur or has occurred and if so, ways to avoid or minimize such impacts to MID's operations. If agreement is reached, then the Sites Authority shall implement measures to address the Sites Project's impacts to MID operations, and such measures may be incorporated into these Standard Operating Procedures as appropriate. If agreement is not reached, then the Parties shall proceed through the Dispute Resolution process as specified in Paragraph 10 of the Agreement.

4. Re-regulation Notification. The Parties recognize that from time to time, the Sites Authority may re-regulate flows on Funks and/or Stone Corral Creeks for the purposes of public safety to prevent downstream flooding impacts, resulting in water from Funks and/or Stone Corral Creeks being temporarily stored for less than 30 days in Sites Reservoir. Re-regulation may also occur during Project construction to manage flows through construction areas for public safety and site stability considerations. The Sites Authority will use best efforts to notify MID in advance of the re-regulation, or as soon as possible after the re-regulation has occurred if advance notice was not possible, and coordinate to ensure that MID's ability to exercise MID Water Rights is not impacted. Such notification of re-regulation is not the Initial Notification and does not trigger the Weekly Notification requirements.

5. The Parties recognize that these Standard Operating Procedures and the criteria used herein are based on current physical, regulatory and climatic conditions. The Parties agree that changed conditions warrant evaluation of these Standard Operating Procedures consistent with Section 7 of the Agreement and will act consistent with Section 6 of the Agreement to negotiate changes to these Standard Operating Procedures.

6. Paragraphs 1, 4, and 6 of this Standard Operating Procedures are effective upon the effective date of the Agreement as described in Paragraph 8.a. of the Agreement. Paragraphs 2 and 3 of this Standard Operating Procedures go into

effect when the Sites Authority determines the initial Project construction is substantially completed or when the Sites Authority begins to store water in Sites Reservoir beyond re-regulation of water described in Paragraph 4 of this Standard Operating Procedure, whichever comes first.

MEMORANDUM OF UNDERSTANDING BETWEEN THE NORTH DELTA WATER AGENCY AND THE SITES PROJECT AUTHORITY

This Memorandum of Understanding ("MOU") is dated and effective this 30TH day of AUGUST, 2023, by and between the North Delta Water Agency ("NDWA") and the Sites Project Authority ("Sites"). These entities are hereinafter collectively referred to as the "Parties" and individually as a "Party."

RECITALS

A. NDWA represents water users within approximately 300,000 acres in the Delta. NDWA is a party to a Contract for the Assurance of a Dependable Water Supply of Suitable Quality ("1981 Contract") with the California Department of Water Resources ("DWR"), under which NDWA makes certain payments to DWR in exchange for DWR's making water of a specified quality and adequate quantity available for the use of diverters within NDWA boundaries. The 1981 Contract, as amended in 1997, imposes year-round water quality criteria as measured at seven monitoring locations as identified in the 1981 Contract.

B. Sites was formed by seven regional agencies in August 2010 as a Joint Powers Agency to develop, construct, and operate a water storage reservoir project ("Sites Reservoir") located west of Maxwell, California, that currently includes the diversion and storage of up to 1.5 million acre-feet of water from the Sacramento River, at a rate not to exceed 4,200 cubic feet per second, with dams at Stone Corral Creek and Funks Creek, between September 1 and June 14.

C. Sites conducted extensive water availability analyses to confirm its ability to comply with Water Code section 1260(k) by demonstrating that a "reasonable likelihood that unappropriated water is available for the proposed appropriation." The analysis looked at six water supply scenarios, ranging from historical conditions to climate change predictions through 2070, and a specific unimpaired flow scenario requested by the State Water Resources Control Board ("State Water Board"). The scenarios showed the amount of available water varies annually from an average of 658,000 acre-feet to an average of over 1.5 million acre-feet of water that would be available for appropriation to storage in Sites Reservoir. Sites's CalSim hydrologic modeling results suggest about 300,000 acre-feet of water would be diverted to Sites as an annual average.

D. On May 11, 2022, Sites submitted a water right application (A025517X01) to the State Water Board for authorization to divert water to the proposed Sites Reservoir under certain conditions, in conjunction with a petition requesting partial assignment of state-filed application A025517 and petitions requesting release from priority of state-filed applications A025513, A022514, A022235, A023781, and any unassigned portion of state-filed application A025517 in favor of application A025517X01.

E. The State Water Board noticed the Sites water right application and associated filings on June 2, 2023, with a deadline for protests of August 1, 2023. Pursuant to Water Code sections 1330 and 10504.01, the notice advised any interested person may file a protest that

specifically sets forth their objections and the bases for those objections, accompanied by statements of fact supporting the allegations being made.

F. On June 13, 2023, NDWA submitted a letter to the State Water Board requesting an extension on the deadline to consider whether it will file a protest to the Sites water right application, citing a need to consult with its scientific and technical experts and its constituents who may be adversely affected by the proposed project. The State Water Board extended the deadline for protests to August 31, 2023.

G. To better understand the proposed project and ascertain whether the Parties can resolve NDWA's potential protest, representatives of the Parties met and conferred on April 19, 2023, and August 10, 2023, in advance of a formal protest proceeding before the State Water Board and continued communications between meetings.

H. In the course of its communications with Sites, NDWA raised concerns that diverting Sacramento River water upstream from the Delta to the Sites Reservoir could adversely affect water users within NDWA by reducing freshwater flows and altering surface water elevations in the Delta, or by impacting DWR's ability to operate the State Water Project in compliance with the 1981 Contract.

I. In response, Sites has provided NDWA information on the contemplated operational conditions that are currently proposed in its project description and which it expects will be imposed by the State Water Board, the California Department of Fish and Wildlife ("CDFW"), DWR, and the United States Bureau of Reclamation. The operational conditions are identified below.

J. Sites expects CDFW to issue an incidental take permit for Sites Reservoir that includes a project-specific diversion criteria requiring flows measured in the Sacramento River at Wilkins Slough to exceed the following minimums for Sites to divert from the Sacramento River:

(i) 10,700 cubic feet per second (cfs) from October 1 through June 14; and
(ii) 5,000 cfs from September 1 through September 30.

In addition, to provide pulse flow protection for fish migration, Sites will not be permitted to divert for seven days when flows measured in the Sacramento River at Bend Bridge exceed 8,000 cfs and combined tributary flow (Cow Creek, Cottonwood Creek, and Battle Creek) exceeds 2,500 cfs. Sites anticipates CDFW will issue an incidental take permit before the State Water Board acts on application A025517X01. Any water right permit issued by the State Water Board is expected to include a term requiring compliance with the incidental take permit.

K. Sites has proposed and expects that any permit to divert water to storage pursuant to application A025517X01 will be limited by the State Water Board to the period of September 1 through June 14 (the period the Sacramento River is not deemed fully appropriated), and only when all of the following conditions are present:

(i) The Delta is in "excess" conditions, as determined by Reclamation and DWR under their Coordinated Operations Agreement. Excess conditions are delineated as periods when it is mutually agreed that releases from upstream reservoirs plus unregulated flow exceed Sacramento Valley in-basin uses plus exports. During excess conditions, sufficient water is available to meet all beneficial needs and the Central Valley Project ("CVP") and State Water Project ("SWP") are not required to supplement the supply with water from the projects' reservoir storage.

(ii) Senior downstream water rights have been satisfied.

(iii) Flows are available above those needed to meet all applicable laws, regulations, incidental take permit conditions, biological opinions, and court orders in place at the time of diversion.

Sites' modeling shows that based on these operational criteria the majority of its diversions will occur during wet months of wet years, which historically occurred during periods when water quality within NDWA was well within the 1981 Contract criteria.

L. Sites anticipates that releases from Sites Reservoir may be made available in the form of exchanges during dry periods to meet the demands of CVP and SWP contractors that would otherwise be released from Shasta or Oroville, which could result in enhanced cold water storage.

M. Sites anticipates the release of water from Sites Reservoir for its members will occur during drier years when the members' demands cannot be met from existing sources. Releases for south of Delta members will occur during the water transfer conveyance window (roughly, July through November), when capacity is available at existing export facilities. Sites conducted modeling analyses based on these operational conditions for its environmental review processes and Water Availability Analyses and shared an evaluation specific to changes in NDWA water quality. The analyses performed and shared by Sites show increased flow into the Delta during these periods, which may result in water quality benefits within NDWA.

N. The principal purpose of this MOU is to memorialize the Parties' mutual understanding that the contemplated operational conditions for Sites Reservoir will avoid adverse effects on water quality and supply within NDWA's boundaries.

O. In the event one or more of the discussed operational conditions may be altered after initial approvals that would enable Sites to divert outside of the prescribed season, at lesser bypass flow levels, at greater rates or quantities, or at different points of diversion or rediversion than are currently proposed, NDWA will have opportunities to participate in the public administrative and legal proceedings that will occur, both pursuant to CEQA and State Water Board processes, including the ability to file complaints if Sites is not in compliance with its water right permit terms and conditions.

UNDERSTANDINGS

1. This MOU shall be effective between Sites and NDWA, for the purpose of establishing Sites and NDWA's mutual understanding that the Sites Reservoir's proposed operations, including the proposed operational terms and conditions applicable to the Sites Reservoir, will not adversely affect compliance with the water quality criteria and water supply assurances of NDWA's 1981 Contract.

2. Sites agrees that if the State Water Board issues a water right pursuant to application A025517X01, its annual diversion of water to storage will be limited to the period of September 1 through June 14.

3. Sites expects that its diversion of water will be further subject to the following proposed operational conditions, either in its water right permit or in an incidental take permit to be issued by CDFW:

a. The Delta must be in excess conditions.

b. The following minimum bypass flows in the Sacramento River as measured at Wilkins Slough shall be met:

i. Greater than 5,000 cfs from September 1 through September 30.

ii. Greater than 10,700 cfs in October through June 14.

4. Sites will operate its release of stored water for south of Delta members during the summer and fall months (roughly, July through November), when supplemental water is needed, and during periods when water released from Sites Reservoir is able to be rediverted at state and federal facilities such as at the existing Delta export facilities.

5. Sites agrees it does not currently intend to seek modification of the terms and conditions of the incidental take permit it shall obtain from the California Department of Fish and Wildlife or any water right permit under application A025517X01 that would enable it to deviate from the minimum bypass flows proposed at Wilkins Slough identified in Paragraph 3.

6. Sites agrees it will comply with the specific term it has proposed to be incorporated in its water right permit that prohibits any diversion to Sites Reservoir that would adversely affect the operation of the CVP or SWP.

7. The proposed term defines adverse effects to include diversions at any time Reclamation and DWR have declared the Delta to be in balanced water conditions pursuant to their Coordinated Operation Agreement, unless otherwise agreed by Reclamation and DWR.

8. The proposed term defines adverse effects to also include any time that such diversion would directly or indirectly require the CVP or SWP to release water from storage or to reduce their diversion or rediversion of water from the Delta to provide or assure flow in the Delta required to meet any applicable provision of state or federal law.

9. Sites agrees that the flows in the Delta needed to meet applicable provisions of state law include any flows DWR is contractually obligated to supply to NDWA under the 1981 Contract.

10. Sites asserts that the Sites Reservoir will function independently, with or without a new Delta conveyance system. The 2021 Revised Draft Environmental Impact Report/Supplemental Draft Environmental Impact Statement for the Sites Reservoir evaluates Sites Reservoir as a standalone project. Therefore, NDWA understands this to mean that the currently proposed Delta Conveyance Project, or successor conveyance project, cannot divert water released from the Sites Reservoir at proposed North Delta points of diversion without a modification of the Sites water right permit, at which time NDWA would have an opportunity to protest such changes to terms and conditions cited herein.

11. Sites commits to contact NDWA in advance of any Sites generated request or decision by others to alter or modify the proposed terms and conditions of its water right permit, incidental take permit, or other operational conditions, and will transmit future related development and planning updates to NDWA to avoid inadvertent missed communications.

12. NDWA has determined that the Sites Reservoir's proposed operations will not adversely affect its contractual rights under the 1981 Contract and agrees that it will not file a formal protest to application A025517X01.

12. NDWA reserves all rights to challenge the Sites Reservoir project in future administrative or judicial proceedings in the event of changes in the project that will cause harm to NDWA or its constituents.

13. This document contains the entire understanding of the Parties regarding the Sites Reservoir project and supersedes all prior understandings, agreements or representations, written or oral, regarding that project.

NORTH DELTA WATER AGENCY

By: _____
Melinda Terry

Title: Manager

Date: 8-28-23

SITES PROJECT AUTHORITY

By: _____

Title: EXECUTIVE DIRECTOR

Date: 8/30/23

SETTLEMENT AGREEMENT

This settlement agreement (Agreement) is made on the 7th of June 2024, between the California Department of Water Resources, an agency of the State of California (DWR), the Sites Project Authority, a joint powers authority formed under the laws of the State of California (Sites Authority), and the State Water Contractors, a non-profit association of 27 public water agencies with long-term water supply contracts with DWR (SWC). DWR, Sites Authority, and SWC may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, the Sites Authority was formed on August 26, 2010, when certain Northern California local governments executed a Joint Exercise of Powers Agreement (JPA), last revised on November 21, 2016. The current members of the Sites Authority are Colusa County Water District, County of Colusa, County of Glenn, Glenn-Colusa Irrigation District, Placer County Water Agency/City of Roseville, Reclamation District 108, Sacramento County/City of Sacramento, Tehama-Colusa Canal Authority, and Westside Water District.

WHEREAS, the primary purpose of the Sites Authority is to pursue the development and construction of the Sites Reservoir Project (Sites Project), which has been evaluated as an off-stream storage project to provide benefits to instream flows, the Sacramento-San Joaquin Delta (Delta) ecosystem, and water supply throughout the State;

WHEREAS, DWR owns and operates the State Water Project (SWP), which provides water supplies to a geographic area that spans from Plumas County in the north to San Diego County in the south, serving 27 million Californians and 750,000 acres of agricultural land. DWR has entered into water supply contracts for the delivery of SWP water with 29 public water entities located in different regions of the State.

WHEREAS, DWR operates the SWP and the Bureau of Reclamation (Reclamation) operates the Central Valley Project (CVP) consistent with the November 23, 1986 agreement between the United States of America and the State of California for Coordinated Operation of the Central Valley Project and the State Water Project (COA), which was amended in 2018 and defines how the SWP and CVP share water quality and environmental flow obligations within the Delta imposed by regulatory agencies, including the State Water Resources Control Board;

WHEREAS, DWR holds water rights to appropriate water for the SWP that could be impacted by the Sites Authority's proposal to divert water from the Sacramento River and local creeks;

WHEREAS, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) authorized $2.7 billion designated for the Water Storage Investment Program ("WSIP"). WSIP provides funding for investments in water storage projects that provide public benefits. The California Water Commission is responsible for administering funding to eligible projects under WSIP, and has conditionally awarded funding to the Sites Authority for the Sites Project;

WHEREAS, the Sites Authority is developing and intends to enter into separate benefits agreements with state agencies under WSIP and with Reclamation under the Water Infrastructure Improvements for the Nation Act to obligate certain benefits of the Sites Project to state purposes, including for ecosystem, flood control and recreational purposes, as well as federal purposes;

WHEREAS, on May 11, 2022, the Sites Authority filed Application A025517X01 to appropriate up to 1.5 million acre-feet per year of unappropriated water to storage for the Sites Project, with a maximum diversion rate of 4,200 cubic feet per second from the Sacramento River from September 1 to June 14 of each year;

WHEREAS, as part of the Sites Application, the Sites Authority, with concurrence of DWR and Reclamation, proposed a permit term in Appendix H intended to protect SWP and CVP water rights and supplies from adverse effects caused by the Sites Project;

WHEREAS, the Authority, DWR, and Reclamation have been negotiating an Operations Agreement to prevent or compensate for any adverse effects resulting from the operation of Sites Reservoir;

WHEREAS, the SWC is a non-profit organization representing 27 of the 29 public water entities that hold long-term water supply contracts with DWR for the delivery of SWP water that SWC member agencies use to provide municipal, industrial, and agricultural water supplies to their customers. SWC's member agencies finance the maintenance, operations, and capital improvement costs of the SWP through their water supply contracts with DWR. SWC filed a protest to the Sites Application on August 31, 2023, to protect SWP water rights and water supplies (Protest);

WHEREAS, the Operations Agreement will not amend or alter and will comply with the requirements of the SWC member agencies' long-term water supply contract;

WHEREAS, the Parties share the goals of water supply reliability, improved operations of state water systems, and avoiding interference in another Party achieving its operational goals so far as consistent with water right priorities and the full exercise of existing water rights permits, including as they may be modified from time to time;

WHEREAS, this Agreement is intended to resolve SWC's Protest, to fully protect DWR's water rights for the SWP to the extent affected by the Sites Application, and to protect SWP water supplies available to SWC's member agencies to the extent affected by the Sites Application;

Therefore, Sites Authority, DWR, and SWC agree as follows:

AGREEMENT

1. Additional Definitions

A. "Adversely affect" means to directly or indirectly injure DWR Water Rights, interfere with the SWP's ability to meet regulatory requirements, including mitigation

requirements in permits or other approvals, and/or reduce SWP water supply, including storage in Lake Oroville and San Luis Reservoir and diversions and exports from the Delta.

B. "Adverse Effect" means a direct or indirect injury to DWR Water Rights, interference with the SWP's ability to meet regulatory requirements, including mitigation requirements in permits or other approvals, and/or reduction in SWP water supply, including storage in Lake Oroville and San Luis Reservoir and diversions and exports from the Delta.

C. "Central Valley Project" or "CVP" means the federal water project owned and operated by Reclamation.

D. "COA" means the "Agreement between the United States of America and the State of California for Coordinated Operations of the Central Valley Project and the State Water Project" dated November 24, 1986, amended December 12, 2018, and as it may be amended.

E. "Delta" means the Sacramento-San Joaquin Delta as described in California Water Code Section 12220.

F. "DCP" means the Delta Conveyance Project which includes the physical infrastructure described in the Final Environmental Impact Report for the DCP dated December 2023 and associated "Decision Regarding the Delta Conveyance Project Final Environmental Impact Report" dated December 21, 2023, including but not limited to two new water intakes that can convey up to 6,000 cfs on the Sacramento River in the north Delta and a single main tunnel to divert and move water entering the north Delta from the Sacramento Valley watershed to the existing Bethany Complex.

G. "DWR Water Rights" means the water rights held by DWR as of the date of the issuance of the Sites Water Right for the SWP, with all future approved modifications to those existing water rights including future approved changes to support DCP, and licensing of those water rights. Such rights include the following: Application A005630/Permit 016478; Application A014443/Permit 016479; Application A014445A/Permit 016481; Application A107514A/Permit 016483; and Application A017512/Permit 016482.

H. "Excess Conditions" means periods when releases from upstream reservoirs plus unregulated flow exceed the water supply needed to meet Sacramento Valley in-basin uses, Delta water quality and outflow requirements, and Delta exports, as determined by Reclamation and DWR pursuant to the definition in Article 3(c) of the COA.

I. "Excess Conditions with Export Restrictions" or "ECER" means conditions where Excess Conditions exist, but Delta exports are constrained by non-discretionary requirements imposed on the CVP and the SWP, as determined by Reclamation and DWR pursuant to the definition in Article 3(c) of the COA.

J. "In-Basin Use" or "IBU" is as defined in COA.

K. "Operations Agreement" means an operations agreement that is currently being negotiated and is anticipated to be executed in the future by DWR, the Sites Authority and

Reclamation to provide for close coordination and a decision-making process among these entities during the operations of the SWP, Sites Project, and CVP.

L. "Regulatory Requirements" include but are not limited to conditions that are imposed on DWR water rights by the State Water Resources Control Board or conditions that affect DWR water rights that are imposed by the United States Fish and Wildlife Service and National Marine Fisheries Service in the Long-Term Operations Biological Opinions, the California Department of Fish and Wildlife in Incidental Take Permits for Long-Term SWP Operations, the Federal Energy Regulatory Commission in the Oroville hydropower license and the Army Corps of Engineers under its Rivers and Harbors Act authority.

M. "Sacramento River ECER" means a subset of Excess Conditions with Export Restrictions where the non-discretionary requirements imposed on the CVP and/or the SWP are related to flow conditions on the Sacramento River, including Delta inflow and Delta outflow requirements.

N. "Sites Application" means Application A025517X01 filed by the Sites Authority on May 11, 2022, to appropriate up to 1.5 million acre-feet per year of unappropriated water to storage for the Sites Project, with a maximum diversion rate of 4,200 cubic feet per second from the Sacramento River from September 1 to June 14 of each year.

O. "Sites Authority" means the Sites Project Authority, a JPA formed under the laws of the State of California on August 26, 2010, by certain Northern California local governments that executed a Joint Exercise of Powers Agreement, revised on November 21, 2016, and as it may be amended. The Sites Authority also includes its successors and assigns.

P. "Sites Storage Partners" means the entities that pay to participate and receive benefits in the Sites Project, including certain Sites Authority members, other municipal entities, special districts, the State of California through the California Water Commission, and the United States through Reclamation.

Q. "Sites Water Right" means any water right that may be issued to the Sites Authority for the benefit of Sites Storage Partners under Application A025517X01.

R. "State Water Project" or "SWP" means the multi-purpose water storage and delivery system operated by DWR.

S. "Reclamation" means the United States Department of the Interior, Bureau of Reclamation.

T. "Water Supply Contracts" means those long-term contracts between DWR and agencies, including SWC member agencies, that entitle those agencies to receive water provided by the SWP.

2. Water Rights Priority and Protections

2.1 The Parties agree that DWR Water Rights are senior in priority to a Sites Water Right.

2.2 The Sites Authority shall adhere to the following permit term and submit the following permit term to the State Water Resources Control Board as a replacement for the proposed permit term for the protection of SWP and CVP set forth in Appendix H of the Sites Application. Changes to the term included in the Sites Application are shown in underline/strikethrough below.

Central Valley Project & State Water Project Term

No diversion is authorized that would adversely affect the operation of the Central Valley Project or State Water Project under the Projects' existing water rights in effect on the date of this Order and as such existing water rights may be modified. ~~*An adverse effect shall be deemed to result from permittee's diversion*~~ *No diversion is authorized at any time the Bureau of Reclamation and the Department of Water Resources have declared the Delta to be in balanced water conditions under the Coordinated Operation Agreement*~~*, unless otherwise agreed by the Bureau of Reclamation and the Department of Water Resources*~~*. An adverse effect shall* ~~*also*~~ *include but not be limited to any time that such diversion would directly or indirectly require the Central Valley Project or the State Water Project to release water from storage or to reduce their diversion or rediversion of water from the Delta to provide or assure flow in the Delta required to meet any applicable provision of state or federal law. All Sites Project diversions shall also comply with the provisions of any operations agreement among the Department of Water Resources of the State of California, the Bureau of Reclamation, and the Sites Reservoir Joint Powers Authority, as may be amended from time to time.*

In addition, the Sites Authority shall adhere to the following term and submit the following term to the State Water Resources Control Board for inclusion in any permit issued on the Sites Application:

All diversions pursuant to a Sites Water Right shall comply with the provisions of any settlement agreement among the Sites Reservoir Joint Powers Authority, the State Water Contractors, and the Department of Water Resources, as it may be amended from time to time.

2.3 The Parties agree that the Sites Authority may not divert pursuant to a Sites Water Right during Sacramento River ECER unless DWR has reasonably found that a proposed diversion pursuant to a Sites Water Right will not cause an Adverse Effect.

2.4 The Parties acknowledge that there may be situations where DWR asserts that diversions pursuant to a Sites Water Right resulted in an Adverse Effect. If DWR asserts that such past diversions have had an Adverse Effect, the Sites Authority and DWR shall meet and confer. If it is found by DWR after the meet and confer with Sites Authority that such past diversions had an Adverse Effect, the Sites Authority shall return to DWR the quantity of water found by DWR to have resulted in the Adverse Effect (payback water). The Parties agree that any operable "payback water" process in an Operations Agreement shall provide DWR with no less than sixty (60) days to assert that a past diversion has had an Adverse Effect. If SWC presents evidence to DWR that an Adverse Effect has resulted from such past diversions

pursuant to a Sites Water Right, DWR shall consider and provide a timely written response to the evidence that SWC has presented.

2.5 The Sites Authority shall not claim any protection or priority for a Sites Water Right under a theory of area of origin, watershed of origin, or county of origin, including any claim made pursuant to Water Code Sections 1215 to 1222, 10505, 10505.5, 11128, 11460, 11461, 11462, 11463 and 12200 to 12220, as against DWR Water Rights and water rights held by Reclamation for the CVP as such water rights are in effect on the date of the issuance of the Sites Water Rights, including as such existing water rights may be modified, including perfecting water rights to license. This Paragraph 2.5 does not apply to any individual Sites Authority JPA member or Sites Storage Partner, including any future changes to JPA members or Storage Partners. This Paragraph 2.5 does not alter or amend the existing Memorandum of Understanding between the Sites Authority and Colusa County dated November 22, 2021.

2.6 The Sites Authority shall not object to DWR seeking to change DWR Water Rights for the DCP.

2.7 Contingent upon the submittal by the Sites Authority of the permit terms set forth in Paragraph 2.2 to the State Water Resources Control Board and the execution of this Agreement, SWC shall not pursue its protest to the Sites Application. SWC may participate in the Sites Water Right hearing in a manner consistent with this Agreement which may include cross examining witnesses and providing rebuttal to other protests. SWC shall dismiss its protest contingent up on the State Water Resources Control Board including these terms in the Sites Water Right permit if the Administrative Hearing Officer grants SWC status to participate in the hearing on the Sites Application, including the ability to cross examine and provide rebuttal consistent with this Paragraph 2.7.

3. Operations Agreement

3.1 Any Operations Agreement, including any amendment thereto, shall be consistent with and not less restrictive than the terms of this Agreement along with federal and state law and regulation.

3.2 DWR shall coordinate with SWC during the development of the Operations Agreement and any subsequent amendment, including sharing drafts early in the process. DWR shall share the Operations Agreement and any subsequent amendment thereto with SWC no later than twenty (20) days prior to finalizing and provide SWC with the opportunity to comment. DWR shall consider SWC's comments, document how each comment was addressed, and share this documentation with SWC prior to signing the Operations Agreement or any subsequent amendment thereto.

3.3 The Parties agree that nothing in the Operations Agreement, including as it may be amended, may alter or amend the COA. The Parties agree that any diversions pursuant to the Sites Water Right will not be considered an IBU under COA.

3.4 The Sites Authority shall notify DWR and SWC of the date and rate of a planned diversion pursuant to a Sites Water Right at least seven (7) days before the planned diversion, or earlier if possible. If Sacramento River ECER is forecasted, DWR shall notify concurrently the

Sites Authority and SWC whether the planned diversion can be made consistent with Paragraph 2.3 following the communications protocol described in the Operations Agreement, and before a planned diversion pursuant to a Sites Water Right. Sites Authority shall stop diverting if DWR determines, after a diversion has commenced, that the diversion can no longer be made consistent with Paragraph 2.3.

If SWC submits written comments on a diversion made pursuant to a Sites Water Right, DWR shall provide a timely written response.

3.5 DWR and the Sites Authority shall meet annually to comprehensively analyze diversions made pursuant to a Sites Water Right, including whether the diversions have caused Adverse Effects, and shall summarize this analysis in a report. DWR shall provide SWC with the draft report and an opportunity to comment at least thirty (30) days prior to finalizing the report. If SWC disagrees with a finding in the report, SWC will notify DWR and the Sites Authority, and the Parties will collaboratively work to resolve the disagreement.

3.6 Notices and written communications pursuant to Paragraphs 2.4, 3.4 and 3.5 shall be directed, as applicable, to the general manager and assistant general manager of SWC, the Deputy Director of the SWP and the executive director of the Sites Authority.

3.7 The Parties acknowledge that laws and regulations that govern SWP and/or CVP water operations will change over time and new SWP and/or CVP facilities may be constructed which will require review of the Operations Agreement. When there is a need to modify the Operations Agreement, to add or delete language, the Parties to the Operations Agreement will meet and confer and mutually agree to execute an amendment to the Operations Agreement within a reasonably expedient timeframe to protect against Adverse Effects to SWP and/or CVP operations.

4. Dispute Resolution

4.1 Informal Dispute Resolution. In the event of dispute regarding interpretation or implementation of this Agreement, the general manager of SWC, executive director of the Sites Authority, and SWP Deputy Director, or their authorized representatives, shall endeavor to resolve the dispute by meeting within thirty (30) days after the request of a Party. If the dispute remains unresolved, the Parties will endeavor to resolve the dispute through mediation, as specified in Paragraph 4.2. No other means of dispute resolution, including mediation or litigation, shall be available to the Parties unless they have exhausted the process provided for in this Paragraph 4.1.

4.2 Mediation. If a dispute cannot be resolved through informal dispute resolution as described in Paragraph 4.1, the Parties shall endeavor to settle the dispute using non-binding mediation under the rules of any neutral organization agreed upon by the Parties before having recourse in a court of law. Mediation shall be commenced by sending a notice of demand for mediation to the other Parties.

A single mediator that is acceptable to the Parties shall be used to mediate the dispute. The mediator will be knowledgeable in the subject matter of this Agreement, if possible.

The expenses of witnesses for either side shall be paid by the Party producing such witnesses. All mediation costs shall be equally shared by the Parties to the dispute.

Mediation will be conducted in an informal manner. Discovery shall not be allowed. The discussions, statements, writings and admissions and any offers to compromise during the proceedings will be confidential to the proceedings (Evidence Code §§ 1115 – 1128; 1152, 1154) and will not be used for any other purpose unless otherwise agreed by the Parties in writing.

Any resultant agreements from mediation shall be documented in writing. The results of the mediation shall not be final or binding unless otherwise agreed to in writing by the Parties.

If the Parties fail to resolve their dispute through mediation, including execution of a final written agreement, a Party may, at its option, pursue any available legal remedy provided that SWC's sole and exclusive legal remedy against DWR under the Agreement is specific performance of Paragraphs 2.3 and 2.4 and Sections 3 through 11, and provided that SWC will not seek legal remedies against DWR for injunctive relief, damages or monetary compensation arising from DWR's discretionary decisions with regards to SWP operations involving or relating to the Sites Project.

4.3 Continued Performance. Nothing in this Paragraph 4 shall relieve the Parties from performing their obligations under this Agreement. The Parties shall be required to comply with this Agreement, including the performance of all disputed activity, pending the resolution of any dispute under this Agreement.

5. Specific Performance. Except as limited in Paragraph 4.2, the Parties agree that specific performance is an appropriate remedy for an alleged breach of this Agreement, in addition to any other available judicial or administrative relief.

6. Severability. If any provision of this Agreement is found to be unlawful or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

7. Each Party to Bear Own Costs and Fees. Each party to this Agreement shall bear its own attorney's fees and other costs incurred in the preparation, negotiation, and drafting of this Agreement.

8. Amendments. This Agreement cannot be modified except by a written document signed by all of the Parties.

9. Warranty of Authorization. Any person executing this Agreement on behalf of any Party does hereby personally represent and warrant to the other Parties that he/she/it has the authority to execute this Agreement on behalf of, and to fully bind, such Party.

10. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of California applicable to instruments, persons and transactions having legal contacts and relations solely within the State of California.

11. Execution in Counterparts. This Agreement may be executed in counterparts by the Parties and shall become effective and binding upon the Parties at such time as all of the

signatories hereto have signed the original or a counterpart original of this Agreement. All counterparts so executed shall constitute one Agreement, binding upon all of the Parties hereto, notwithstanding that all of the Parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

CALIFORNIA DEPARTMENT OF WATER RESOURCES

By: Karla Nemeth (Jun 11, 2024 12:23 PDT)
Karla Nemeth, Director

By:
Ann Carroll, General Counsel

SITES PROJECT AUTHORITY

By: Jerry Brown (Jun 7, 2024 11:47 PDT)
Jerry Brown, Executive Director

STATE WATER CONTRACTORS

By: Jennifer Pierre (Jun 7, 2024 11:20 PDT)
Jennifer Pierre, General Manager

Attachment B
Facility Descriptions

The following sections describe the facilities that may be used in the operation of the Project. The location of these facilities is shown in Figure 2 and Figure 3 of the Operations Plan. Facilities are described below in order of operational process (i.e., diversion, storage, release).

Diversion and Conveyance Facilities

i. Red Bluff Pumping Plant, Tehama-Colusa Canal, and Funks Reservoir

The Project would divert water from the Sacramento River at the existing RBPP and Hamilton City Pump Station (described below). Water diverted at the RBPP enters the TC Canal to be conveyed to Sites Reservoir. The RBPP and TC Canal are owned by Reclamation and operated by the TCCA. Diversions at the RBPP will be in addition to those occurring for TCCA members as part of their CVP contracts. The RBPP will have a capacity of 2,500 cfs after capacity improvements are made to serve the Project. The facility has a fish screen that meets National Marine Fisheries Service and CDFW criteria for 2,500 cfs. The total conveyance capacity of the TC Canal at the upstream end of the canal is 2,530 cfs and 2,100 cfs at Funks Reservoir (described below).

The TC Canal is concrete lined, resulting in relatively minor seepage losses during the conveyance of Sites Water. Losses occurring between the RBPP and Sites Reservoir are estimated to be 1 to 2 percent. However, the actual losses incurred will be estimated during Project operations. The TC Canal can be out of service for maintenance periodically during the mid-December to mid-February timeframe.

The existing Funks Reservoir will be used as a regulating reservoir to temporarily store water from the TC Canal for pumping to, and for release from, Sites Reservoir. Funks Reservoir will have an estimated storage capacity of 2,250 AF following dredging to restore the regulating reservoir's original design capacity. Funks Reservoir is periodically drained from mid-December to mid-February during the canal maintenance period. Funks Reservoir operates at a water surface elevation of 200 to 205 feet, with a preferred operational water surface elevation range of 202 to 204 feet.

The newly constructed Funks PPGP will be used to pump water from Funks Reservoir to Sites Reservoir with a pumping capacity of 2,100 cfs and a generating capacity of up to 2,000 cfs. The pumping generating plant will require a substation to provide electricity to the associated facilities. The newly constructed Funks Pipeline will convey water approximately 1 mile between the pumping generating plant and Sites Reservoir.

ii. Hamilton City Pump Station, Glenn-Colusa Irrigation District Main Canal, and Terminal Regulating Reservoir

Water diverted from the Sacramento River at the existing Hamilton City Pump Station enters the GCID Main Canal. The Hamilton City Pump Station and the GCID Main Canal are owned and operated by GCID. Diversions at the Hamilton City Pump Station will be in addition to those occurring for uses in the GCID system. The Hamilton City Pump Station has a diversion capacity of approximately 3,000 cfs at the Sacramento River intake. The facility has a fish screen that meets National Marine Fisheries Service and

CDFW criteria. The total conveyance capacity of the GCID Main Canal is assumed to be 1,800 cfs at the TRR, described below.

The GCID Main Canal is unlined, resulting in larger seepage losses than the TC Canal during the conveyance of Sites Water. Losses from the Hamilton City Pump Station to Sites Reservoir are estimated to be 2 percent from November to March and 13 percent from April to October. However, the actual losses incurred from the Hamilton City Pump Station to Sites Reservoir will be estimated during Project operations. The GCID Main Canal maintenance time is generally 2 weeks in late January or early February.

The newly constructed TRR will be a regulating reservoir with up to 600 AF capacity constructed adjacent to the GCID Main Canal, approximately 2 miles east of Funks Reservoir. The TRR would have earthen embankments at the perimeter with impermeable lining consisting of a geomembrane overlying geocomposite placed over compacted earth. The TRR would be hydraulically connected to the GCID Main Canal to allow water to be conveyed to and from Sites Reservoir. The TRR would accommodate inflows of up to 1,800 cfs.

The newly constructed TRR PGP will be used to pump water from the TRR to Sites Reservoir with a pumping capacity of 1,800 cfs. The generating plant will have a capacity of 1,000 cfs. TRR pipelines would convey water approximately 4 to 4.5 miles between the TRR PGP and Sites Reservoir.

Release and Conveyance Facilities

The following sections provide a general description of the release and conveyance facilities that may be used in the operation of Sites Reservoir. The location of these facilities is shown in Figure 2 and Figure 3.

i. Tehama-Colusa Canal

Most releases from Sites Reservoir would flow into the existing Funks Reservoir and into the existing TC Canal. Sites Water would flow within the TC Canal and would either be diverted for delivery to local Storage Partners or would flow 40 miles south to the new Dunnigan Pipeline. Releases to the TC Canal would be limited by available downstream capacity in the TC Canal, Dunnigan Pipeline, lower Colusa Basin Drain, and export capacity (if applicable). Water would be released from the TC Canal into the Dunnigan Pipeline through a gravity outlet structure.

ii. Dunnigan Pipeline

The Dunnigan Pipeline will convey Sites Water from the TC Canal to the Colusa Basin Drain. The conveyance through the Dunnigan Pipeline to the Colusa Basin Drain would use gravity and has a proposed capacity of 1,000 cfs.

iii. Colusa Basin Drain

The Dunnigan Pipeline will convey Sites Water to the existing Colusa Basin Drain at a maximum flow of 1,000 cfs. From the Colusa Basin Drain, water may either be discharged into the Yolo Bypass or into the Sacramento River for rediversion downstream. Water discharged into the Yolo Bypass/Cache Slough Complex will flow from the Colusa Basin Drain through the Knights Landing Ridgecut. This water will be used for Proposition 1 benefits or for diversion into the North Bay Aqueduct. Water can also flow to the Sacramento River via the Knights Landing Outfall Gates.

iv. Glenn-Colusa Irrigation District Main Canal

Sites Water will also be released into the TRR and the GCID Main Canal for use by GCID or wildlife refuges as environmental water for Proposition 1. Sites Water may be released to the GCID system for delivery to wildlife refuges north of the Delta in all water year types but is generally not needed in wet year types. The water could be delivered any time of the year, although it is expected that it rarely would be released for this purpose from January through March during the Project's primary diversion season.

Attachment C
Additional Appropriative Water Rights that are Senior to Project Diversions

Priority Date	Application Number	Permit Number	Owner
Those Generally Applicable to Diversions from Funks and Stone Corral Creeks			
11/29/1979	A026141	19426	Buckhorn Ranch
3/12/1987	A028985	20401	Garreth B Schaad
05/30/1995	A030445	21004	Maxwell Irrigation District
11/5/1980	A026604	19117	Mumma Bros A Partnership
4/13/1992	A029471	20615	Knaggs Farming Land Company, LP & Hersey Land Company, Neal J Dow Family LP
8/4/1992	A030169	20721	Silver Bullet Farms
Those Generally Applicable to Diversions from the Sacramento River			
12/22/1977	A025616	18150	City Of West Sacramento
9/28/1983	A027893	19856	Contra Costa Water District
06/13/1995	A030454	21209	County of Sacramento and Sacramento County Water Agency
02/18/1999	A030838	21101	Glenn-Colusa Irrigation District
05/01/1978	A025727	19400	Natomas Central Mutual Water Company
11/02/1994	A030410	20933	Pelger Mutual Water Company
11/19/1998	A030812	21132	Princeton-Codora-Glenn Irrigation District
11/19/1998	A030813	21133	Provident Irrigation District
05/13/2003	A031436	21274	Reclamation District #108
01/20/2012	A031919	21378	River Garden Farms
09/07/1984	A028238	13351	Willow Creek Mutual Water Company
04/19/1994	A030358	20281	Woodland-Davis Clean Water Agency

Attachment D
Exchanges and Related Operational Parameters

The proposed operation of the Project includes exchanges of water with the CVP and SWP. Exchanges have the potential to assist the CVP and SWP in meeting their regulatory obligations and their authorized purposes including to protect, restore and enhance fish, wildlife, and associated habitats, provide water supply and generate power. The exchanges are expected to primarily occur with Shasta Lake and Lake Oroville. Exchanges are also expected to take place in real-time with local Storage Partners. Exchanges would only be conducted when they would be neutral or net beneficial to CVP and SWP operations and not affect the ability of the CVP or SWP to meet applicable laws, regulations, biological opinions and incidental take permits, contractual deliveries, and court orders in place at the time.

To support timing of releases and deliveries to Storage Partners north and south of the Delta, exchanges or transfers with local Storage Partners may occur. This type of exchange or transfer is most likely to occur with GCID but could also occur with other Sacramento River Settlement Contractors and Reclamation. Instead of diverting all or a portion of its water from the Sacramento River, the local Storage Partner would receive a portion of its water from Sites Reservoir. A portion of the local agencies' supply would be left in the Sacramento River (i.e., not diverted by that contractor or agency) and used for other Storage Partners. This exchange is expected to occur to minimize capacity constraints along the Dunnigan Pipeline as well as the delivery of water to Storage Partners upstream of the release facilities.

Exchanges with Lake Oroville would be done primarily to increase the operational flexibility and yield of Sites Reservoir. Exchanges with Lake Oroville would be formulated to facilitate Project deliveries to Storage Partners and may also improve cold-water pool conditions at Lake Oroville. Under a Lake Oroville exchange, water would be released from Sites Reservoir primarily in June and July to meet SWP purposes. By reducing releases from Lake Oroville in these months, the storage in Lake Oroville would be preserved for use later in the year, typically during critical months of the cold-water pool management season (August and September). In late summer and fall (i.e., August through November), DWR would release an equivalent amount of water from Lake Oroville for Storage Partners.

Exchanges with Shasta Lake would be formulated to target coldwater pool preservation and anadromous fish benefits. The exchanges would use Storage Partners' share of Sites Reservoir storage, including but not limited to Reclamation's share of the storage, in a manner to meet Reclamation's obligations as much as possible via Sites Reservoir to preserve water stored in Shasta Lake. These coordinated operations would be shaped in a way to minimize effects on Project deliveries to Storage Partners. Water exchanged in Shasta Lake would be released for Storage Partners' diversions north or south of Delta or would be used for in-basin uses.

The following is an excerpt from Appendix 5A1 (pages 5A1-29 through 5A1-31) of the Final EIR/EIS regarding modeled and assumed operational parameters for exchanges.

Real-Time Exchange

Sites Reservoir may release water via an in-lieu transfer with Glenn-Colusa Irrigation District (GCID). Instead of pumping water from the Sacramento River, GCID would receive its contracted CVP supply via

Sites. The water released from Shasta Reservoir that would normally be used to meet the CVP allocations to GCID would instead serve as Sites releases to other Storage Partners.

Oroville Exchange

The Lake Oroville exchange period would be limited to June and July. This exchange period would start in June due to the high degree of uncertainty in forecasting SOD transfers during spring months. Forecasting SOD transfers any earlier than June would pose a substantial risk to losing Sites water via spills from Lake Oroville. The exchange period would end in July to protect green sturgeon (*Acipenser medirostris*) habitat in August.

In Wet and Above Normal Water Years, Sites transfers to SOD Storage Partners would be limited. As such, Lake Oroville exchanges would occur in Below Normal, Dry, and Critically Dry Water Year types.

The majority of exchange water would be released in August and September because releases from October 15 through November 30 are required to comply with Feather River fall stability flow requirements. Per fall stability flow requirements, total Lake Oroville releases to the Feather River below the Thermalito Afterbay Outlet are limited to 2,500 cfs from October 16 through November (California Department of Water Resources, 2008). All exchange water must be released in the August through November period. If exchange water is not released by the end of November, it would be subject to spill.

The Oroville Exchange operation is summarized in Table 5A1-16.

Table 5A1-16. Modeled Criteria for Oroville Exchange

	Modeled Criteria	**Notes**
Exchange Period	June – July	
Exchange Constraints		
Water year types	Below Normal, Dry and Critically Dry water years	
Release Period	August – November	
Release Constraints		
Max Feather River Flow	Oct: 4,000 cfs Nov: 2,250 cfs	Feather River fall stability flow requirements. Maximum October average flow of 4,000 cfs assumes flow requirement of 2,500 cfs for the 16th through 31st. Maximum November average of 2,250 cfs to protect fall stability flow requirement.
Spills	Spill Sites water in December	Unused Sites water in Oroville is subject to spill

Shasta Exchange

The Authority and Reclamation are currently discussing the formulation of Shasta Exchanges. The information provided in this section is based on the Final EIR/EIS and will be updated as these discussions progress.

In the spring of Shasta Lake Exchange years, Sites would release water for CVP uses in lieu of releases from Shasta Lake. As Sites is releasing for CVP uses, Shasta Lake releases would be reduced, preserving Shasta Lake storage and its cold-water pool through the spring (April through June). The volume of delivered water by Sites is equivalent to the exchange volume preserved in Shasta. The exchange volume sustains Shasta cold water pool for use during the critical months of the cold water pool management season (August and September). In Late-Summer and Fall (August – November), the preserved volume is released from Shasta Lake to Sites Storage Partners. At the end of the contract year (February), excess volume preserved in Shasta will be subject to spill..

In October through February, exchange operations may allow releases from Shasta Lake for Fall Flow Stability when: (1) end of prior May Sites storage is greater than 80% of total active capacity, (2) previous month Shasta storage is greater than 3.2 MAF, and (3) Fall Flow Stability is already active. If the desired exchange volume is not available in Shasta (e.g., from Sites releases made the preceding spring), releases are considered CVP credits in Sites. For Fall Flow Stability, credited water may not exceed 100 TAF in a given month, and the total credited volume may not exceed 200 TAF at any time. Credited water may be returned via exchange (releases from Sites to support temperature management in April through June, or Spring Pulse/Fall Flow Stability in July through September), or is considered returned when Shasta spills (volume of spill is the volume of return).

In May, exchange operations may allow a release from Shasta Lake for Spring Pulse when: (1) end of April Sites storage is greater than 80% of total active capacity, and (2) end of April Shasta storage (not including CVP OpFlex) is greater than 4.1 MAF. If the desired exchange volume is not available in Shasta, releases are considered CVP credits in Sites. For Spring Pulses, credited water may not exceed 75 TAF. Credited water may be returned via exchange (releases from Sites to support temperature management in April through June, or Spring Pulse/Fall Flow Stability in July through September), or is considered returned when Shasta spills (volume of spill is the volume of return).

The Shasta Exchange operation for temperature management is summarized in Table 5A1-17.

Table 5A1-17. Modeled Criteria for Shasta Exchange

	Modeled Criteria	**Notes**
Exchange Period	Apr – Jun	
Exchange Constraints		
Water year types	Dry and Critically Dry water years	
Temperature Management Tier	Tier 3 and 4 years	
Sacramento Valley Conditions	Only during balanced conditions	
Release Period	Aug – Nov	Releases are prioritized in August through October.
Release Constraints		
Preferred flow at Sacramento River at Keswick	Aug: 12,000 cfs Sep: 10,000 cfs Oct: 5,000 cfs Nov: 5,000 cfs	Not explicitly modeled
Maximum volume	Limited to Banks Pumping Plant Capacity	Not an explicit constraint; model accounts for mass balance

Attachment E
Example Forms

This attachment provides examples of the Storage Opportunity Request Form and Release Request Form. Authority staff, in consultation with the Operations and Engineering Workgroup, may adjust these forms as needed without approval of the Reservoir Committee and the Board of Directors (as applicable) as described in the Authority Bylaws. However, each form must allow for at least the following parameters (which cannot be changed without approval of the Reservoir Committee and the Board of Directors, as applicable, as described in the Authority Bylaws):

- Storage Opportunity Request Form
    - Ability for a Storage Partner to entirely fill, partially fill or not fill their Storage Allocation
- Release Request Form
    - Ability for a Storage Partner to leave all of their water in storage or request releases up to all of their water in their Storage Allocation
    - Ability for a Storage Partner to request releases be conveyed to one or multiple Secondary Delivery Points
    - Ability for a Storage Partner to request releases by month, by Delivery Point and/or Secondary Delivery Point(s)

DRAFT Storage Opportunity Request Form – Example

Affordable Water, Sustainably Managed

Draft form for review and input. Prior to actual reservoir operations, the Authority anticipates converting this form into an electronic format that will auto fill and calculate most values.

Contact Information:

Name:	Contact Name Here	**Date of Submission:**	Date Submitted Here
Contact Name:	Contact Name Here	**Water Year:**	Effective Water Year Here
Email:	Contact Email Here	**Phone Number:**	Contact Phone Number Here

Opportunity Request:

Total Storage Allocation [AF] _____ Total Water Available in Storage Allocation [AF] _____

☐ Fill Entire Available Storage Allocation

Estimated Available Storage Allocation [AF] x Estimated Variable O&M Cost [$X/AF] = Total Estimated Variable O&M Cost [$] *

☐ Partially Fill Available Storage Allocation

Fill _____ AF

Fill _____ AF of Storage Allocation [AF] x Estimated Variable O&M Cost [$X/AF] = Total Estimated Variable O&M Cost [$] *

☐ Do Not Fill Any Available Storage Allocation

*Estimated Variable O&M Costs for illustrative and planning purposes only. Variable O&M costs will be collected and trued-up consistent with the respective contract. The electronic form will autofill / auto calculate all information except the "Fill _____ AF".

Note: Fill opportunity requests are not guaranteed. The Authority will seek to optimize diversions within its permits and approvals, but may not be able to satisfy the entire request.

Storage Allocation is the sum of Storage Allocation owned plus any Storage Allocation shared, leased, or acquired as reflected by the Authority's database. If this amount is not correct, please contact Authority staff immediately.

Opportunity For Lease of Storage or Sale/Exchange of Sites Water:

☐ Storage Allocation Available for Lease

_____ AF

☐ Sites Water Available for Sale

_____ AF

☐ Sites Water Available for Exchange

_____ AF

	Contact Information for lease or sale discussions if different than above		
Contact Name:	Contact Name Here	**Phone Number:**	Contact Phone Number Here
Email:	Contact Email Here		

Note: Information provided in this section will be added to the Sites Storage Partners Lease/Sale List maintained by the Authority and available to all Sites Storage Partners. Do not complete this section if you do not want your information added to this list.

DRAFT Release Request Form for Sites Water – Example

Affordable Water, Sustainably Managed

Draft form for review and input. Prior to actual reservoir operations, the Authority anticipates converting this form into an electronic format that will auto fill and calculate some values.

Contact Information:

Name:	Contact Name Here	**Date of Submission:**	Date Submitted Here
Contact Name:	Contact Name Here	**Water Year:**	Effective Water Year Here
Email:	Contact Email Here	**Phone Number:**	Contact Phone Number Here

Release Request:

☐ Do Not Release Stored Water

☐ Total Release Request (in AF)

Jan	Feb	Mar	Apr	May	Jun	Jly	Aug	Sept	Oct	Nov	Dec	Total

Delivery Location(s):

☐	Delivery Point: [Either Funks Reservoir or TRR] (Will auto populate with each individual Delivery Point as specified in the respective contract) ☐ Deliver all to this location ☐ Partial delivery to this location (see page 2)
☐	Secondary Delivery Point Included in Sites Water Right: [Specify location here through drop down menu] ☐ Deliver all to this location ☐ Partial delivery to this location (see page 2)
☐	Additional Secondary Delivery Point Included in Sites Water Right: [Specify location here through drop down menu] (Electronic form will allow additional lines to be added) ☐ Deliver all to this location ☐ Partial delivery to this location (see page 2)
☐	Other Delivery Point Not Included in Sites Water Right*: [Specify location] ☐ Deliver all to this location ☐ Partial delivery to this location (see page 2) *Deliveries to locations not in the Sites Water Right will require additional review and approval by the Authority. The Authority does not guarantee that Sites Water can be delivered

DRAFT RELEASE REQUEST FORM - EXAMPLE | 5/1/2025 1 of 2

	to a point not included in the Sites Water Right during this calendar year. Please contact Authority staff as soon as possible to discuss.

Note: Release requests are not guaranteed. The Authority coordinate amongst Storage Partners in an effort to optimize releases within its contractual obligations, permits and approvals, but may not be able to satisfy the entire request.

This form is for the purpose of releasing Sites Water only (water developed under the Sites Water Right). Releases of Other Water should be coordinated directly with Authority staff.

Partial Delivery Amounts by Location:

Location	Jan	Feb	Mar	Apr	May	Jun	Jly	Aug	Sept	Oct	Nov	Dec	Total
Total													