

ATTACHMENT 1
TO AGREEMENT TO COORDINATE IN THE OPERATIONS
OF THE SITES RESERVOIR PROJECT

**Close Coordination - Standard Operating Procedure for Sites Reservoir Project
Diversions**

Purpose and Use of Attachment

This Attachment 1 describes the Close Coordination amongst the Parties and the standard operating procedure for diversions to the Sites Reservoir Project. The Parties shall maintain and update this Attachment 1, as needed, and perform the obligations under the Agreement in accordance with the then current agreed version of this Attachment 1. All Parties must agree to any and all updates to this Attachment 1, in accordance with Section 12 of the Agreement and Section 2 of this Attachment 1.

1. Real Time Evaluation of Diversions by the Sites Authority and Close Coordination

- a. Diversions to the Sites Reservoir Project shall be subject to coordination with DWR and Reclamation. The Parties agree to follow the evaluation and decision-making process as described in this Attachment and the White Paper.
- b. During the Sites Reservoir Project diversion season, the Parties will use real-time and forecasted data to determine the needed level of coordination and actions to be taken to avoid Adverse Effects of the Sites Reservoir Project diversions on the CVP and SWP.
 - i. No diversion under the Sites Water Right is authorized at any time from the Sacramento River when DWR and Reclamation have declared the Delta to be in any of the following conditions, as will be coordinated in real time:
 1. Balanced Water Conditions,
 2. Excess Conditions with Export Restrictions for Delta Inflow,
 3. Excess Conditions with Export Restrictions for Sacramento River Inflow,
 4. Any unforeseen circumstance that may cause an Adverse Effect, as reasonably determined by DWR and Reclamation.
 - ii. The Sites Authority shall coordinate and confirm with DWR and Reclamation that the conditions still exist to proceed with the date and rate of planned diversion at least three (3) days before the planned diversion, or earlier if reasonably possible.

- iii. DWR and/or Reclamation can give notice to the Sites Authority that diversions may occur seven (7) days in advance but the actual timing and amounts will depend on nearer term forecasts and real time conditions.
 - iv. The Sites Authority will provide real time and forecasted Sites Reservoir Project diversion data to DWR and Reclamation upon request.
 - v. DWR and Reclamation will provide real time and forecasted Delta conditions data to the Sites Authority, upon request, for use in its decision-making process to coordinate diversions, including the need to schedule power, maintenance activities, and/or any other actions that could affect Sites Reservoir Project diversions.
 - vi. The Parties agree to use Close Coordination as the means to update each other on any new conditions under which Sites Reservoir Project diversions may cause an Adverse Effect to CVP and SWP operations.
 - vii. The Sites Authority will rely on information made publicly available by DWR and Reclamation to confirm Delta conditions. The Parties will be in Close Coordination throughout the Sites Reservoir Project diversion period to determine if there is any change to actual or forecasted status.
 - viii. The Sites Authority understands that any forecast of future Delta conditions is subject to change based on actual hydrology and operations. DWR, Reclamation, and the Sites Authority will make reasonable efforts to accurately forecast conditions and operations within their respective purview of responsibility.
 - ix. The Parties acknowledge that each Party has modeling tools available that will be used to evaluate and/or forecast data and operations. The Parties will coordinate the use of information from the models while respecting the rights of the other Parties to use and improve upon their own models and tools.
- c. Under the terms of Sites Water Right, Sites Reservoir Project diversions may not cause an Adverse Effect to the CVP or SWP. If DWR or Reclamation determines that an Adverse Effect is occurring or will occur, the Sites Authority agrees to stop diversions immediately upon receiving a notice of DWR's or Reclamation's determination.

- d. The Parties agree to abide by a process that allows the Sites Authority to present evidence to DWR and Reclamation that demonstrates that no Adverse Effect is occurring or will occur, and DWR and Reclamation agree to give such evidence due consideration.
- e. If diversions by the Sites Authority result in an Adverse Effect, as reasonably determined by DWR or Reclamation respectively, the Sites Authority will return the Payback Water to DWR and/or Reclamation, as applicable. The following procedure will be followed:
 - i. DWR and Reclamation, with diversion data and input from the Sites Authority, will determine the Adverse Effect and resulting volume of Payback Water that is required to be returned to DWR and/or Reclamation to fully mitigate for the actual Adverse Effect. DWR and Reclamation shall have at least sixty (60) days from the first day an Adverse Effect occurred to assert that a past Sites Reservoir Project diversion has had an Adverse Effect.
 - ii. The analysis used to determine the volume of Payback Water will be submitted by DWR and Reclamation to the Sites Authority in writing for review and comment. The Sites Authority will respond within seven (7) days either (a) verifying the volume of Payback Water and confirming the plan to implement the steps to provide the Payback Water to DWR and/or Reclamation, as applicable, or (b) providing questions or comments regarding the analysis. DWR and Reclamation shall make a final determination as to the volume of Payback Water.
 - iii. If Payback Water is owed, the Sites Authority will consult with DWR and Reclamation as to the method of providing Payback Water, and DWR or Reclamation will inform the Sites Authority of an acceptable method for receiving the Payback Water. Potential methods for providing Payback Water to the CVP include but are not limited to: increased releases from Sites Reservoir Project to benefit the CVP, or return of stored water to Reclamation's storage account in the Sites Reservoir Project within the same year that the Adverse Effect occurred for future use by Reclamation at no cost to Reclamation. The Sites Authority shall make available the full amount of Payback Water owed to Reclamation as soon as reasonably practicable and prior to the start of the transfer window when the CVP is authorized to move

non-CVP water through the Delta Export Facilities under the applicable regulatory requirements, unless otherwise agreed to by Reclamation. Potential methods for providing Payback Water to SWP include but are not limited to: increased releases from the Sites Reservoir Project to benefit the SWP, or adjustments to the outstanding exchange balance with SWP water. The Sites Authority shall make available the full amount of Payback Water owed to DWR as soon as reasonably practicable and prior to the start of the transfer window when the SWP is authorized to move non-SWP water through the Delta Export Facilities under the applicable regulatory requirements, unless otherwise agreed to by DWR.

- iv. The calculation of the Payback Water shall first be reviewed and discussed among the Parties' staff. If the Parties' staff cannot reach agreement after consideration of all Parties' evidence, in a reasonable amount of time, then the calculation shall be subject to the dispute resolution process under Section 3 of this Attachment.

f. The Parties agree:

- i. regulations governing water operations may change over time;
- ii. this Attachment is intended to be amended as applicable regulations change as set out in Section 2 of this Attachment;
- iii. the Sites Reservoir Project is not expected to commence operations for many years from the effective date of the Agreement;
- iv. The Parties have developed a White Paper, describing how this Attachment would be implemented given the regulatory regime as of 2026, with the intent to document the Parties' mutual understanding of the coordination and operating procedures that would apply to diversions to the Sites Reservoir Project. The Parties shall review this Attachment before the Sites Reservoir Project becomes operational and revise it, if needed, to reflect the then effective regulatory regime and other legal requirements, considering the Parties' mutual understanding as described in the White Paper; and
- v. Other future changes will be addressed as shown in Section 2.

2. Revisions to this Attachment

- a. The Parties will review and, if needed, modify this Attachment when the Sites Reservoir Project is close to commencing operations, and following a regulatory change materially affecting CVP and/or SWP operations, or at least every five (5) years. When there is a need to modify this Attachment, the Parties will meet and confer and endeavor to execute an amendment to this Attachment pursuant to Section 12 of the Agreement within a timeframe that ensures Sites Reservoir Project's diversions do not result in an Adverse Effect. Any modification to this Attachment shall be in writing and approved by each Party's authorized representative. For future CVP and/or SWP projects not in operation as of the effective date of the Agreement, similar operational conditions and actions to those included in this Attachment may need to be evaluated. It is the intent of the Parties to consider new Delta operations conditions in a similar manner as discussed herein with the goal of avoiding Adverse Effects by implementing the actions specified herein.
- b. Prior to the operation of the Sites Reservoir Project, the Parties will develop a communications protocol to be incorporated into this Attachment. The communications protocol will specify how the Parties will communicate and provide notice to each other and the timing of actions by each Party (i.e., number of days).

3. Dispute Resolution

In the event of dispute regarding interpretation, implementation, or modification of this Attachment, the Director of DWR, Regional Director of Reclamation, and general manager of the Sites Authority, or their authorized representatives, shall endeavor to meet within 30 days after the request of a Party and attempt to resolve the dispute. If the dispute remains unresolved, the Parties may use the services of a mutually acceptable consultant in an effort to resolve the dispute. Parties involved in the dispute shall share the fees and expenses of the consultant equally, subject to available appropriations. If a consultant cannot be agreed upon, or if the consultant's recommendations are not acceptable to the Parties, and unless the Parties otherwise agree, the matter will be resolved by a decision made by the Director of DWR and the Regional Director of Reclamation.