
AGREEMENT BETWEEN
THE DEPARTMENT OF WATER RESOURCES OF THE STATE OF CALIFORNIA,
THE UNITED STATES BUREAU OF RECLAMATION, AND
THE SITES PROJECT AUTHORITY
TO COORDINATE IN THE OPERATIONS OF THE SITES RESERVOIR PROJECT

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AGREEMENT TO COORDINATE IN THE OPERATIONS OF THE SITES RESERVOIR PROJECT

This Agreement to Coordinate in the Operations of the Sites Reservoir Project (“Agreement”) is made this _____ day of _____, 20_____, between the Department of Water Resources of the State of California (“DWR”), The United States Bureau of Reclamation (“Reclamation”), and the Sites Project Authority (the “Sites Authority”). DWR, Reclamation, and the Sites Authority may be referred to individually as “Party” or collectively as “Parties.” Unless the context otherwise requires, capitalized acronyms, abbreviations and terms used in this Agreement shall have the meanings given in Section 1.

RECITALS

- A. The Sites Authority is 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. The Sites Authority was formed on August 26, 2010, when seven regional entities executed the Joint Exercise of Powers Agreement. The Sites Authority was established for the purpose of designing, constructing, owning, operating and maintaining the Sites Reservoir Project, which has long been evaluated as a location for additional off-stream storage to provide direct and real benefits to instream flows, the Delta ecosystem, and water supply throughout the State.
- B. The Sites Reservoir Project is a unique, multi-benefit water storage project that will capture and store water from major storms, so water is available to California’s communities, farms, and environment during dry periods.
- C. The Sites Authority intends to enter into a Benefits and Obligations Contract with all Participants, which will detail, among other things, the benefits that each Participant receives and the obligations of the Sites Authority to design, construct, operate and maintain the Sites Reservoir Project and to restore the Sites Reservoir Project site in the event the Sites Reservoir Project is not completed.
- D. DWR operates the SWP, and Reclamation operates the CVP. DWR and Reclamation coordinate their operations pursuant to the COA, which defines, among other things, how the CVP and SWP share water quality and environmental flow obligations within the Sacramento-San Joaquin Delta watershed imposed by regulatory agencies, including the State Water Board, and it is primarily within this framework that coordination with the Sites Reservoir Project is considered.
- E. The Sites Reservoir Project is uniquely situated relative to existing major storage facilities of the State and federal water projects, and the Parties desire to develop coordinated operations principles and practices to achieve shared operational goals, while avoiding potential adverse impacts of the Sites Reservoir Project to the CVP and SWP.

- F. This Agreement and the Parties' respective water rights for their respective projects provide the framework of how the Sites Reservoir Project and the CVP and SWP would operate in a shared watershed.
- G. The Parties support the goals of Proposition 1 to increase water storage and to provide public benefits. The Sites Authority is developing and intends to enter into separate public benefits agreements with 1) State agencies under Proposition 1 to ensure achievement of certain public benefits of the Sites Reservoir Project, including ecosystem, flood control, and recreational purposes; and 2) Reclamation under the Water Infrastructure Improvements for the Nation Act (Pub. L. No. 114-322 (2016) 130 Stat. 1628) to ensure achievement of benefits for federal purposes.
- H. The Sites Authority also has the responsibility under Proposition 1 in California Water Code Section 79755(a)(3) to enter into public benefit agreements with certain public agencies that administer the Sites Reservoir Project's public benefits, including a public benefit agreement with DWR for flood control and recreation, provided certain requirements are satisfied.
- I. Reclamation intends to be a Storage Partner in the Sites Reservoir Project. The terms and conditions of Reclamation's benefits and obligations in the Sites Reservoir Project are included in the "Partnership Agreement" that will be executed between the Sites Authority and Reclamation.
- J. DWR is considering being a party to the Benefits and Obligations Contract as an Acquirer, as defined therein, on behalf of the SWP for certain Participants that are also SWP Contractors.
- K. In addition to the coordination activities addressed in this Agreement, the Parties consider other voluntary actions, including potential exchanges of water with DWR and Reclamation, to the extent such actions are consistent with the Parties' respective water rights, do not interfere with deliveries to SWP and CVP water contractors, and would not affect the ability of the SWP and CVP to meet applicable legal requirements in place at the time of the voluntary actions. Potential exchanges would be at the sole discretion of DWR and Reclamation, respectively. Such other voluntary actions, if agreed to by the Parties, will be addressed in separate agreements.
- L. The Sites Authority has been issued the Sites Water Right for the Sites Reservoir Project through the partial assignment of State Filed Application No. A025517 which has a priority date of September 30, 1977. The final SWRCB order is contained in D-XXXX. [Note: Details to be completed]
- M. The Sites Authority entered into settlement agreements with the following parties that protested the Sites Water Right application, and it is the intent of the Sites Authority that this Agreement be consistent with the terms and conditions of these settlement agreements:
- Agreement between the Sites Authority and Contra Costa Water District to Coordinate in the Operations of the Sites Reservoir Project, dated December 20,

2023; and

- Settlement Agreement between the Sites Authority, DWR, and State Water Contractors, dated June 7, 2024.

N. The Parties recognize that the Sites Reservoir Project will not be fully operational until after 2030 and now desire to enter into this Agreement in order to establish their roles and responsibilities with respect to the operations of the Sites Reservoir Project.

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AGREEMENT

The Parties agree to the following:

1. DEFINITIONS

The following terms are defined below under this Agreement:

- a. “Adverse Effect” means (1) 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; and (2) a direct or indirect injury to Reclamation Water Rights or reduction in water supply, or interference with the CVP’s ability to meet legal requirements in place at the time.
- b. “Applicable Laws” means applicable federal, State and local laws, ordinances, rules, regulations, orders, and policies relating to the Sites Reservoir Project, CVP, and SWP.
- c. “Attachment” means an attachment to this Agreement described in Section 4.d, as may be updated in accordance with this Agreement.
- d. “Balanced Water Conditions” means those periods when DWR and Reclamation agree that releases from upstream reservoirs plus unregulated flow approximately equal the water supply needed to meet Sacramento Valley In-basin Uses plus Exports, as defined in Article 3(b) of the COA, as may be amended.
- e. “Benefits and Obligations Contract” means the Sites Reservoir Benefits & Obligations Contract between the Sites Authority and Participants setting forth the rights and obligations of the parties with respect to the Sites Reservoir Project.
- f. “Carriage Water” means 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 CVP and SWP.
- g. “CDFW” means the California Department of Fish and Wildlife.
- h. “Central Valley Project” or “CVP” means the federal water project owned and operated by Reclamation.
- i. “Close Coordination” means the meetings and other coordination activities, as necessary, amongst the Parties and the process to share information about forecasted conditions and to coordinate regarding foreseeable CVP, SWP, and the Sites Reservoir Project operations when there is potential for initiated diversions or operational changes at the Sites Reservoir Project.

- j. “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 further amended.
- k. “CVP Contractors” means the individual entities that hold contracts with Reclamation for water supply by the CVP.
- l. “Delta” means the Sacramento-San Joaquin Delta as described in California Water Code Section 12220.
- m. “Delta Conveyance Project” or “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 cubic feet per second 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.
- n. “Delta Export Facilities” means the Harvey O. Banks Delta Pumping Plant, including Clifton Court Forebay, owned and operated by DWR, and the C.W. “Bill” Jones Pumping Plant owned and operated by Reclamation.
- o. “DWR” has the meaning given in the preamble above.
- p. “DWR Water Rights” means the water rights held by DWR for the SWP as of the date of the issuance of the Sites Water Right, with all future approved modifications to those existing water rights including but not limited to future approved changes to support the Delta Conveyance Project, 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.
- q. “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 DWR and Reclamation pursuant to the definition in Article 3(c) of the COA, as may be amended.
- r. “Excess Conditions with Export Restrictions” 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 DWR and Reclamation, consistent with Article 3(c) and 10(i) of the COA.
- s. “Export” means water pumped from the Delta through Delta Export Facilities.

- t. “Force Majeure” means events beyond the reasonable control of a Party, including strikes, riots, wars, fire, earthquakes, acts of God and/or unusual acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) by the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction in the matter, in each case which directly, materially and adversely affects a Party’s ability to perform its obligations under this Agreement.
- u. “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 Agreement.
- v. “Governmental Entity” means any federal, State, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity other than the Sites Authority.
- w. “Participants” means the parties to the Benefits and Obligations Contract, other than the Sites Authority and DWR, that pay to participate and receive benefits in the Sites Reservoir Project including certain Sites Authority members and other municipal entities and special districts. Participants are a subset of Storage Partners.
- x. “Party(ies)” has the meaning given in the preamble above.
- y. “Payback Water” means the calculated volume, as determined by DWR or Reclamation, as applicable, of Adverse Effect to SWP and/or CVP operations that resulted from water being diverted to storage in the Sites Reservoir Project or other operations of the Sites Reservoir Project.
- z. “Proposition 1” means Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (California Water Code Sections 79700-79798), approved by the California voters in November 2014. Chapter 8 of Proposition 1 (California Water Code Sections 79750-79781) dedicated \$2.7 billion for investments in water storage projects that improve the operation of the State water system.
- aa. “Reclamation” has the meaning given in the preamble above.
- bb. “Reclamation Water Rights” means the water rights held by Reclamation for the CVP as of the date of the issuance of the Sites Water Right, with all future approved modifications to those existing water rights including, but not limited to, future approved changes to and licensing of those water rights.

- cc. “Reservoir Management Board” means the Reservoir Management Board, established by the Sites Authority Joint Exercise of Powers Agreement, as such Reservoir Management Board may be modified from time to time.
- dd. “Sacramento Valley In-basin Uses” has the meaning set forth in COA, as may be amended.
- ee. “Sites Authority” has the meaning given in the preamble above.
- ff. “Sites Authority Records Management Policy” means the Records Management Policy of the Sites Authority, initially dated [], [], as such policy may be modified from time to time.
- gg. “Sites Reservoir Project” means the entire physical infrastructure and capital improvements to be designed, constructed, commissioned and completed or contracted for use by the Sites Authority for the purpose of providing storage and conveyance of water for use by Storage Partners, as such project may be modified from time to time.
- hh. “Sites Operations Plan” means the Sites Reservoir Operations Plan, which will be continually updated and approved by the Reservoir Management Board and the Sites Authority (as applicable) in accordance with the Sites Authority Bylaws.
- ii. “Sites Water” means water that is appropriated under the Sites Water Right.
- jj. “Sites Water Right” means the water right obtained and owned by the Sites Authority for the Sites Reservoir Project as further described in Recital L.
- kk. “State” means the State of California.
- ll. “State Water Board” means the California State Water Resources Control Board.
- mm. “State Water Project” or “SWP” means the multi-purpose water storage and delivery system constructed and operated by DWR, as authorized by California Water Code Sections 12930 et seq.
- nn. “Storage Allocation” means the maximum actual capacity allocated to a Storage Partner for storing water in the Sites Reservoir Project, measured and determined from time to time in accordance with the Sites Operations Plan.
- oo. “Storage Partners” means the governmental agencies, public water agencies and other entities that have funded and received a Storage Allocation in the Sites Reservoir Project and the resulting water supply or water supply related benefits from the Sites Reservoir Project. Storage Partners could include Participants, the State through CDFW, and Reclamation.
- pp. “SWP Contractors” means the public water agencies that hold long-term water

supply contracts with DWR for water supplies by the SWP.

- qq. “Termination Event” has the meaning given in Section 5.b.
- rr. “Termination Notice” means a written notice given by one Party to the other Parties that it wishes to commence negotiations to terminate this Agreement.
- ss. “White Paper” means the White Paper described in Section 4.d., dated on or about the date of execution of this Agreement, as may be updated in accordance with this Agreement.

2. FACILITIES DESCRIPTION

This Agreement recognizes the following Sites facilities as proposed to be constructed:

- a. Sites Reservoir
- b. Sites Dam
- c. Golden Gate Dam
- d. Sites saddle dams/dikes
- e. Terminal Regulating Reservoir
- f. Terminal Regulating Reservoir Pumping Generating Plant
- g. Funks Pumping Generating Plant
- h. Power transmission lines
- i. Electrical substation
- j. Sites Lodoga Bridge
- k. Other support facilities
 - i. Pipelines (Terminal Regulating Reservoir, Funks)
 - ii. Maxwell Intertie Pipeline
 - iii. Inlet/outlet tower
 - iv. Transition manifold
 - v. Maintenance and storage building

- vi. Administration and operations building
- vii. Recreation areas including day use boat ramp
- I. Dunnigan Pipeline and associated facilities

3. ROLES AND RESPONSIBILITIES

The Parties agree to coordinate during implementation of the Sites Reservoir Project, including coordination on:

- a. Conditions and operating procedures for diversions to the Sites Reservoir Project;
- b. Timing and quantity of the Sites Reservoir Project releases and conveyance through the Delta Export Facilities;
- c. Deliveries of Sites Water to wildlife refuges, as agreed to between the Parties;
- d. Flood management activities with DWR's Division of Flood Management and Dam Safety State Flood Operations Center and/or Federal Flood Operations center, when determined to be necessary; and
- e. Other activities, as defined in this Agreement, including the Attachments.

4. PRINCIPLES FOR COORDINATED OPERATIONS OF SITES RESERVOIR PROJECT

- a. The Parties agree to coordinate their respective operations by applying the following general principles in their day-to-day coordination activities or as otherwise applicable:
 - i. Operate in compliance with all Applicable Laws, Governmental Approvals, and contractual obligations;
 - ii. Maximize benefits and efficient use of water storage capacity of the Parties' respective facilities; and
 - iii. Optimize availability of water supplies for beneficial uses.
- b. The Parties desire to accomplish mutual beneficial outcomes when feasible and consistent with regulatory compliance and water right priorities. Under the terms of the Sites Water Right, Sites Reservoir Project diversions may not result in an Adverse Effect to the operation of the CVP or SWP under their respective existing water rights, as such existing water rights may be modified. The Parties agree to use the processes and approaches generally described in Attachments 1 and 2 and the White Paper to avoid or mitigate the potential negative impacts of the Sites Reservoir Project on the CVP and SWP operations. The Parties acknowledge that the CVP and SWP are separate but coordinated projects and

any applied mitigation should be applied to the project impacted, but at the discretion of the CVP and SWP, the COA could be used to balance such impacts and mitigation.

- c. Nothing in this Agreement, including as it may be amended, shall be interpreted as altering or amending the COA or any water rights priorities.
- d. Attachments to this Agreement and White Paper
 - i. Each Party acknowledges and understands that the (a) diversion, storage, release, and conveyance of Sites Water through the Sites Reservoir Project, and (b) rediversion and conveyance of Sites Water through the CVP and SWP facilities will be implemented in accordance with the Attachments to this Agreement and the White Paper described as follows:
 - 1. Attachment 1 - Close Coordination - Standard Operating Procedure for Sites Reservoir Project Diversions;
 - 2. Attachment 2 - Release and Delivery of Sites Water and Associated Measurement Locations and Loss Assumptions; and
 - 3. White Paper - Documents the Parties' current understanding on how the Sites Reservoir Project would be operated under regulatory and operational conditions at the time of the execution of this Agreement.
 - ii. The Attachments and the White Paper are intended to implement and provide detail to the terms of this Agreement and shall not modify or amend this Agreement in a manner that results in a material detrimental effect on a Party's rights under this Agreement. In the event of any inconsistency between the Attachments, the White Paper, and this Agreement, the terms of this Agreement shall prevail.
- e. The Parties agree to participate in Close Coordination to avoid any Adverse Effects of the Sites Reservoir Project to the CVP and SWP.
- f. Diversions of Sites Water
 - i. No diversion under the Sites Water Right is authorized that would result in an Adverse Effect to the operation of the CVP and/or SWP under the Reclamation Water Rights and DWR Water Rights. No diversion under the Sites Water Right is authorized at any time Reclamation and DWR have declared the Delta to be in Balanced Water Conditions and certain Excess Conditions with Export Restrictions as described in Attachment 1, unless otherwise agreed by Reclamation and DWR. If diversions by the Sites Authority result in an Adverse Effect, as reasonably determined by DWR or Reclamation, respectively, the Sites Authority will provide Payback Water to DWR and/or Reclamation, as described in Attachment 1.

- ii. The Parties agree that the coordination, operation, and decision-making processes described in Attachment 1 shall apply to the diversions of water by the Sites Authority under the Sites Water Right. The Parties further agree that the White Paper documents the Parties' mutual understanding on how the Sites Reservoir Project would be operated under those regulatory and operational conditions as they exist at the time of the execution of this Agreement. The Parties agree to revise Attachment 1, if needed, when the Sites Reservoir Project nears operational status to incorporate the then current regulatory and operational conditions, based on the Parties' mutual understanding reflected in the White Paper.
- iii. The Parties agree that any diversions to storage pursuant to the Sites Water Right shall not be considered Sacramento Valley In-basin Uses under the COA.

g. Releases of Sites Water

- i. The Sites Authority will make releases from the Sites Reservoir Project for deliveries requested by Storage Partners in accordance with the applicable contract the Sites Authority has with each Storage Partner and consistent with the Sites Operations Plan.
- ii. The Sites Authority shall coordinate with DWR and Reclamation on the timing and quantity of Sites Water releases in accordance with Attachment 2. Releases of Sites Water for Export at CVP or SWP facilities are subject to concurrence by DWR and Reclamation.
- iii. DWR and Reclamation shall determine the amount of Carriage Water that is needed for the Sites Water releases to the Sacramento River for delivery to south of Delta water users in the same manner as DWR and Reclamation calculate Carriage Water for water transfers originating from the Sacramento River, as described in Attachment 2.
- iv. Participants requiring the movement of Sites Water through CVP or SWP facilities will be responsible for arranging the use of the applicable facility(ies), as described in Attachment 2.

h. Assessment of Operations

If requested by any Party, the Parties shall jointly prepare a written assessment of the prior year's operations of the Sites Reservoir Project, CVP, and SWP to evaluate how the Sites Reservoir Project affected total CVP and SWP water deliveries, carryover storage, and other operations.

5. DURATION OF AGREEMENT

a. Term

This Agreement shall take effect upon due execution of this Agreement by all Parties. This Agreement shall be dated and commence as of the signature date of the last executing Party and shall continue for so long as each of the Parties continues to have their obligations under this Agreement, unless sooner terminated pursuant to this Agreement.

b. Termination Events

Any Party shall have the right to terminate this Agreement in accordance with Section 5.c in the event any of the following occurs (each a “Termination Event”):

- i. The Sites Reservoir Project has ceased operations permanently;
- ii. CVP has ceased operations permanently;
- iii. SWP has ceased operations permanently; or
- iv. The Parties otherwise agree to terminate this Agreement.

c. Termination Process

Upon the occurrence of a Termination Event, any Party may give Termination Notice to the other Parties, with reasonable particularity as to the need for termination. The Parties shall document the termination of this Agreement in writing signed by all Parties, including providing the effective date of the termination. Upon termination, all rights and obligations of the Parties under this Agreement shall cease, except for the provisions in Sections 7 (Liability) and 8 (Dispute Resolution).

d. Special Events

In the event any of the following occurs, the Parties agree to meet and confer in good faith to reach mutual agreement regarding the terms of a new agreement, or changes to this Agreement (including the Attachments and the White Paper), if all Parties agree that such changes are necessary.

- i. The State Water Board approves material changes in the Sites Water Right permit, as compared to the State Water Board approval for Application No. A025517X01;
- ii. A new major facility is constructed within the system and commences operation;
- iii. Any judicial order is issued that affects operation of the CVP, SWP, or the Sites Reservoir Project in a way that renders implementation of this Agreement impossible for any of the Parties;

- iv. Sites Reservoir Project filling or release operations are altered due to construction of a reservoir expansion, or new significant facilities are added to the Sites Reservoir Project (e.g., pumped back storage energy generation facilities).

- e. Force Majeure Event

Upon the occurrence of an event of Force Majeure, the affected Party shall give prompt written notice thereof to the other Parties, describing the anticipated effect of the event of Force Majeure on operation of its facilities. The Parties shall meet and confer in good faith to discuss potential responses to the event of Force Majeure.

6. RECORDS, ACCOUNTING, AND REPORTING

- a. The Sites Authority will maintain records of the Sites Reservoir Project water operations including diversions and releases from the Sites Reservoir Project and accounting for losses associated with transportation of water released from the Sites Reservoir Project as detailed in Attachment 2 and in accordance with the Sites Authority Records Management Policy.
- b. The Parties will maintain records of Sites Water entering the Delta, Carriage Water volume, and quantity delivered to the Delta Export Facilities for Storage Partners.

7. LIABILITY

The Parties agree that this Agreement is entered for the primary benefit of the Sites Authority to assist in the implementation of the Sites Project. To that end, the Sites Authority agrees to defend and hold DWR and Reclamation, and their respective officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuit, cause of action, judgment or claim, and shall indemnify DWR and Reclamation, and their respective officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR and/or Reclamation, their officers, employees, and agents incur as a result of DWR and/or Reclamation approving this Agreement or implementing this Agreement, except to the extent resulting from the negligence or willful misconduct of DWR or Reclamation or their officers, employees, and agents.

8. DISPUTE RESOLUTION

- a. Informal Dispute Resolution

In the event of dispute regarding interpretation or implementation of this Agreement (excluding the Attachments), the Director of DWR and the 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 through Informal Dispute Resolution.

b. Mediation

- (i) If a dispute arises among the Parties relating to or arising from a Party's obligations under this Agreement that cannot be resolved through Informal Dispute Resolution as described in Section 8.a, the Parties involved in the dispute shall first endeavor to settle the dispute in an amicable manner, using mandatory non-binding mediation under the rules of JAMS, 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 Parties. A single mediator that is acceptable to the Parties involved in the dispute shall be used to mediate the dispute.
- (ii) All mediation costs shall be equally shared by the Parties to the dispute, except for the expenses of witnesses for any Party which shall be paid by the Party producing such witnesses, subject to available appropriations.
- (iii) If mediation does not resolve the matter, any Party may, at its option, pursue any available legal remedy including injunctive and other equitable relief.

c. Performance is not Excused

Nothing in this Section 8 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, subject to available appropriations, pending the resolution of any dispute under this Agreement.

d. Disputes regarding Attachments

If a dispute arises among the Parties regarding interpretation or implementation of an Attachment and not implicating any other provisions in this Agreement or other Attachments, such a dispute shall be subject to the dispute resolution provisions in the relevant Attachment.

9. PARAGRAPH HEADINGS

The section headings in this Agreement are for the convenience of the Parties only, and shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or intent of the provisions or language of this Agreement.

10. 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 are to be construed as providing that such opinion, judgment, approval, review, or determination be reasonable.

11. FURTHER DOCUMENTATION

The Parties agree to endeavor to execute any further documents reasonably necessary to affect 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.

12. MODIFICATION OF AGREEMENT

The Parties shall meet from time to time to consider amendments to this Agreement. No amendment to the terms and conditions of this Agreement, including the Attachments and/or White Paper, shall be valid unless made in writing and signed by all the Parties to this Agreement; provided that an Attachment and/or the White Paper may be amended pursuant to the process described in that Attachment or the White Paper and without the need to amend this Agreement.

13. INTERPRETATION

In this Agreement, unless the context otherwise requires:

- a. The singular includes the plural and vice versa;
- b. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to;
- c. The words "including," "includes," and "include" are deemed to be followed by the words "without limitation";
- d. A reference to a Section is a reference to a Section of this Agreement;
- e. A reference to any entity includes such entity's successors and permitted substitutes and assigns; and
- f. Words of any gender used in this Agreement shall include each other gender where appropriate.

14. SIGNATURE CLAUSE

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

15. COUNTERPARTS; ELECTRONIC EXECUTION

The Parties agree that this Agreement may be executed in several counterparts, each of which together shall constitute one and the same instrument. Signatures may be delivered by facsimile transmission or by e-mail in a portable document format (e.g.

“pdf,” “tif,” “jpg” or “DocuSign”) or other electronic format and the signatures on such copies shall be deemed to be effective and valid as original signatures.

16. SEVERABILITY

- a. If any provision or part of this Agreement is ruled invalid (including invalidity due to any change in law) by a court having proper jurisdiction, then the Parties shall:
 - i. promptly meet and make good faith efforts to negotiate a substitute for such provision or part, which shall, to the greatest extent legally permissible, effect the original intent of the Parties, including (as applicable) an appropriate adjustment to obligations to be performed or payments to be made in accordance with this Agreement to account for any change in the services rendered in accordance with this Agreement resulting from such invalidated portion; and
 - ii. if necessary or desirable, apply to the court or other decision maker (as applicable) that declared such invalidity for an interpretation of the invalidated portion to guide the Parties’ negotiation.
- b. The invalidity or unenforceability of any such provision or part shall not affect the validity or enforceability of the balance of this Agreement, which shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable provision or part.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, any applicable federal law and the ordinances, regulations, codes, and executive orders enacted and/or promulgated pursuant thereto. The venue for any litigation between the Parties from any dispute arising in connection with this Agreement shall be in the County of Sacramento; provided that any such litigation involving Reclamation shall be in Federal District Court.

18. CONSTRUCTION OF LANGUAGE

It is the intention of the Parties to this Agreement that if any provision of this Agreement is capable of two constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

19. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of each of the Parties and each of their permitted successors, assigns, and legal representatives.

[Signatures on the following page.]

DRAFT

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

Approved as to Legal Form
and Sufficiency

State of California
Department of Water Resources

Office of General Counsel
California Department of Water Resources

Karla A. Nemeth
Director

Date _____

Date _____

Approved as to Legal Form
and Sufficiency

United States Bureau of Reclamation
Department of the Interior

Office of Solicitor
U.S. Department of the Interior

Regional Director

Date _____

Date _____

Sites Project Authority

Name

Title

Date