Reservoir Operations Plan

Version 3.0

September 18, 2026

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Version History

Version	Description	Date of Revision	Key Changes From Prior Version
1	Draft	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.
2.2	Draft; Not yet approved by Authority Board	12/15/2025	Once finalized, will supersede and entirely replace all prior versions. Addresses comments received on Version 2.1.
2.3	Draft; Not yet approved by Authority Board	6/15/2026	Once finalized, will supersede and entirely replace all prior versions. Addresses comments received on Version 2.2. Includes revisions to reflect updates to B&O Contract and the finalized versions of the Operations Agreement with DWR and Reclamation, along with the final draft Contracts for Administration of Public Benefits. Does not address the March 20, 2026 Draft Water Right Order and Permit.
3.0	Anticipated to be advanced by the Authority Board at its September 18, 2026 meeting as a component of the approval of the Resolution to Offer Capacity*	9/18/2026	Includes revisions to reflect updates to B&O Contract, Contracts for Administration of Public Benefits, and September 3, 2026 Revised Draft Water Right Order and Permit. Once advanced by the Authority Board, will supersede and entirely replace all prior versions.

* Document is draft for consideration.

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
DSOD	Division of Safety of Dams
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
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. Should any definitions conflict with those in each Storage Partner's respective contract, the definitions in those agreements shall govern.

- **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 undivided capacity right of each Storage Partner to (i) store, convey and divert Water in each of the Sites Owned Facilities specified in the Project Specific Information of the Storage Partner's respective contract, and (ii) ability to utilize Partner facilities through the Sites Authority to convey and divert Water for the Project, in the pro-rata share set out for each Storage Partner in the Storage Partner's respective contract and subject to the Sites Water Right, Applicable Law and Governmental Approvals.
- **Capacity Interest** – Means (i) in the case of the Base Facilities, the Base Facilities Capacity Interest; and (ii) in the case of the Downstream Facilities, the Downstream Facilities Capacity Interest, or either of them as the context applies.
- **Delivery Point** – With respect to the Participants and the Bureau of Reclamation, means Funks Reservoir, the Terminal Regulating Reservoir or the downstream confluence with the Sacramento River Knights Landing Outfall Gates and shall be specified by each Storage Partner in its Release Request Form. The Delivery Point under the Contracts for Administration of Public Benefits are specified in those contracts.
- **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 select Storage Partners listed in the Project Specific Information of each Storage Partner's respective contract, as modified from time to time.
- **Downstream Facilities Capacity Interest** – Means the undivided capacity right to convey Water in each of the Downstream Facilities granted by the Sites Authority and owned by the Storage Partners in accordance with their respective contract, in the pro-rata share set out for each Storage Partner specified in the Project Specific Information of each Storage Partner's respective contract, subject to the Sites Water Right, Applicable Law, and Governmental Approvals.
- **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 consistent with Governmental Approvals and Applicable Law.
- **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 divert, release and convey Water to or from the Project, as amended from time to time.
- **Secondary Delivery Point** – A location beyond the Delivery Point, which, at the request of each Storage Partner, and subject to Applicable Laws and Governmental Approvals, the Authority may take actions reasonably practicable to assist Storage Partners in conveying Water.
- **Sites Project Authority (Authority or Sites 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, 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)** – Means the entire physical infrastructure and capital improvements to be designed, constructed, commissioned and completed or contracted for use by the Authority, including the facilities owned by the Authority and the facilities utilized under Partner Agreements, as reflected in the Project Specific Information of each Storage Partner's respective contract, for the purpose of providing storage and conveyance of water for use by Storage Partners, and other benefits, in accordance with their Capacity Interest, as such project may be modified from time to time.
- **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 California Department of Fish and Wildlife, and the Bureau of Reclamation.
- **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 – a few of which are currently in progress and not yet completed or obtained for the purposes of the Project's operations;
- Sites Reservoir Benefits and Obligations Contract (B&O Contract) – a final contract has been made available but has not yet been executed;
- Proposition 1 Water Storage Investment Program Contract for Administration of Public Ecosystem Benefits with the California Department of Fish and Wildlife (CDFW) – which is in final draft form but has not yet been executed;
- Proposition 1 Water Storage Investment Program Contract for Administration of Public Recreation, Flood Control, and Emergency Response Benefits with the California Department of Water Resources (DWR) – which is in final draft form but has not yet been executed;
- Partnership Agreement with the Bureau of Reclamation (Reclamation) – which is in final draft form but has not yet been executed;
- Partner Agreement with Glenn-Colusa Irrigation District (GCID) – which is in final draft form but has not yet been executed ;
- Partner Agreement with Tehama Colusa Canal Authority (TCCA) and Excess Capacity Contract with Reclamation – which are in final draft form but have 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 in final form but have not yet been executed:
    - Agreement between the Authority and the Colusa Drain Mutual Water Company (Colusa Drain MWC; Anticipated Colusa Drain MWC Agreement);
    - Operations Agreement between the Authority, Reclamation, and DWR (Anticipated Sites/Reclamation/DWR Operations Agreement);
    - Agreement for Exchanges of Water Between the Sites Reservoir Project and State Water Project (Anticipated Lake Oroville Exchange Agreement);
    - Agreement Between DWR and the Authority for Conveyance of Sites Water for South of Delta (SOD) Central Valley Project (CVP) Project Improvement Act Refuges (Anticipated SOD Refuge Wheeling Agreement); and,
    - Agreement Between the United States and the Authority Providing For Refuge Water Supplies (Anticipated Refuge Donation Agreement with Reclamation).

On September 3, 2026, the Administrative Hearings Office of the State Water Resources Control Board (SWRCB) issued a Revised Draft Decision 1653 and Revised Draft Water Right Permit for the Project. In addition, on September 3, 2026, the Administrative Hearings Office issued a Procedural Ruling bifurcating the Authority's water right application into two parts – one part that addresses diversions from the Sacramento River (which was the subject of the Revised Draft Decision 1653 and Revised Draft Water Right Permit[1]) and one part addressing diversions from Funks and Stone Corral Creeks[2]. The Administrative Hearings Office also issued notice of a continued hearing to receive additional evidence in support of demonstrating water is available for diversion by the Authority from Funks and Stone Corral Creeks in January 2027. This Operations Plan presents Project operations based on the terms and conditions in the SWRCB's Administrative Hearings Office September 3, 2026 Revised Draft Water Right and Order with respect to diversions and releases to the Sacramento River. This Operations Plan presents Project operations based on the terms proposed in the Authority's water right application and through the water right hearing process with respect to diversions from Funks and Stone Corral Creeks. This Operations Plan will be adjusted and revised to reflect the Project's Final Water Right(s) and Order(s) once adopted by the SWRCB.

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 Applicable Laws and Governmental Approvals and the agreements identified above, and to reflect current operational practices as those are further developed and refined over time, as described in Section 15. It is also important to note the following:

[1] Application 33534A (Permit 21487)

[2] Application 33534B

1. This Version of the Operations Plan supersedes and replaces all prior versions. This Version of the Operations Plan, when advanced by the Sites Authority Board of Directors as a component of the approval of the Resolution to Offer Capacity, will also supersede 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. This Version of the Operations Plan is expected to be updated with the Final Water Right(s) and Order(s), remaining final agreements identified in this Section and any other operations-related agreements that may be developed and executed. Once updated, it will be considered for adoption by the Reservoir Management Board at the beginning of Phase 3 of the Project.

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.

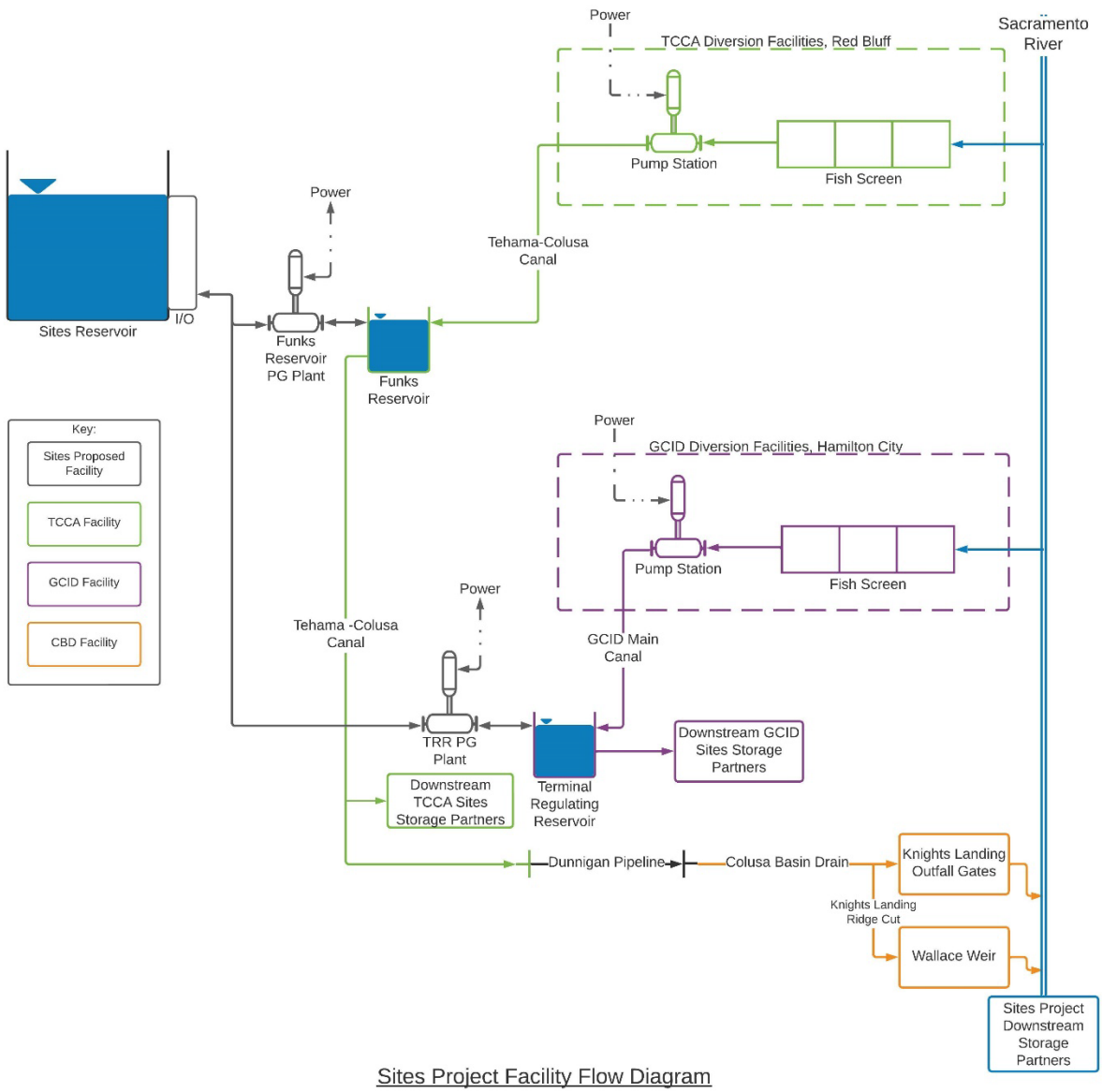

FIGURE 1. FACILITY SCHEMATIC

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.
Note: Releases through the Knights Landing Ridge Cut and Wallace Weir are no longer envisioned as part of the Project.

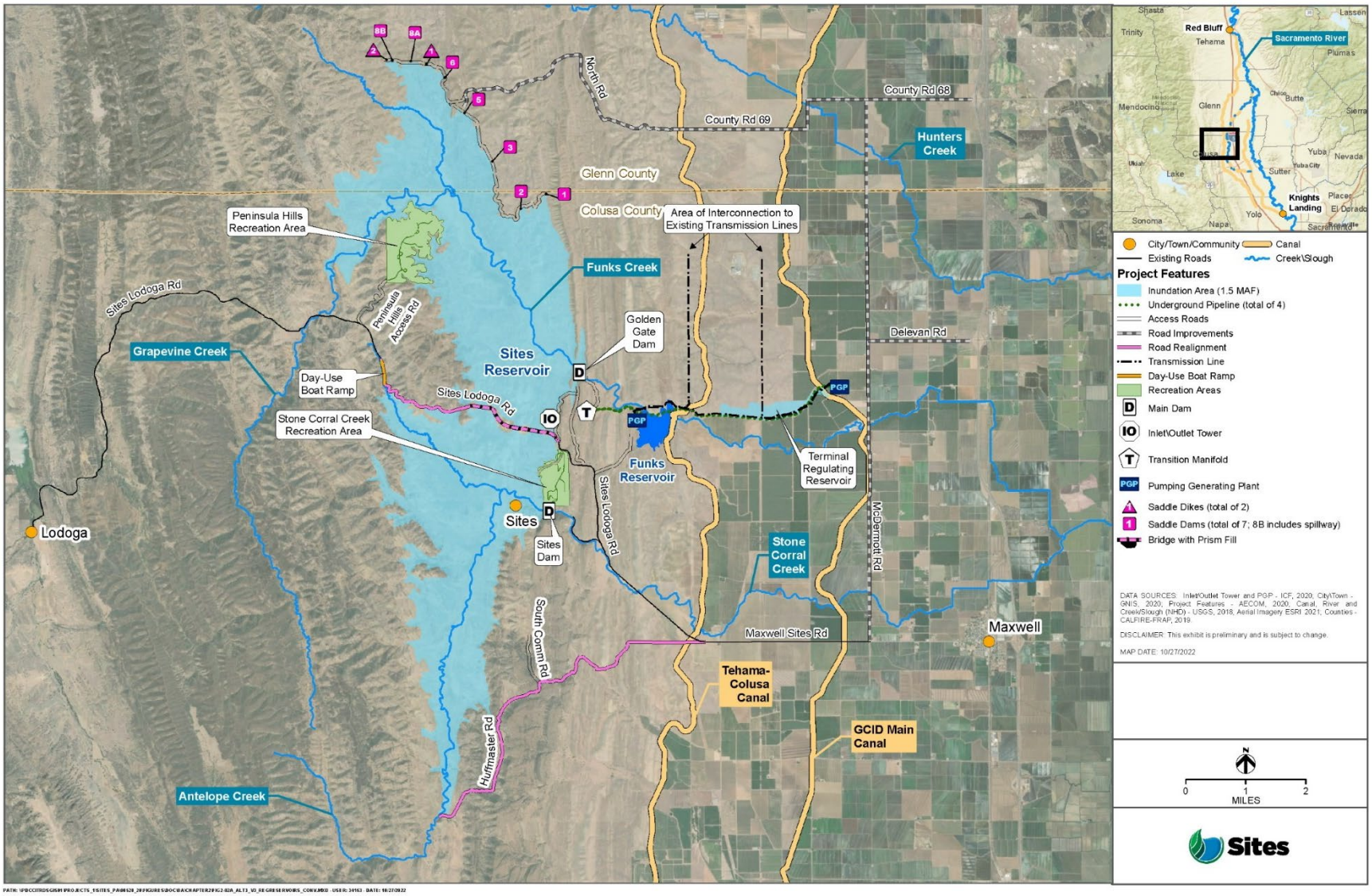

FIGURE 2. REGULATING RESERVOIRS, CONVEYANCE, AND SITES RESERVOIR FACILITIES

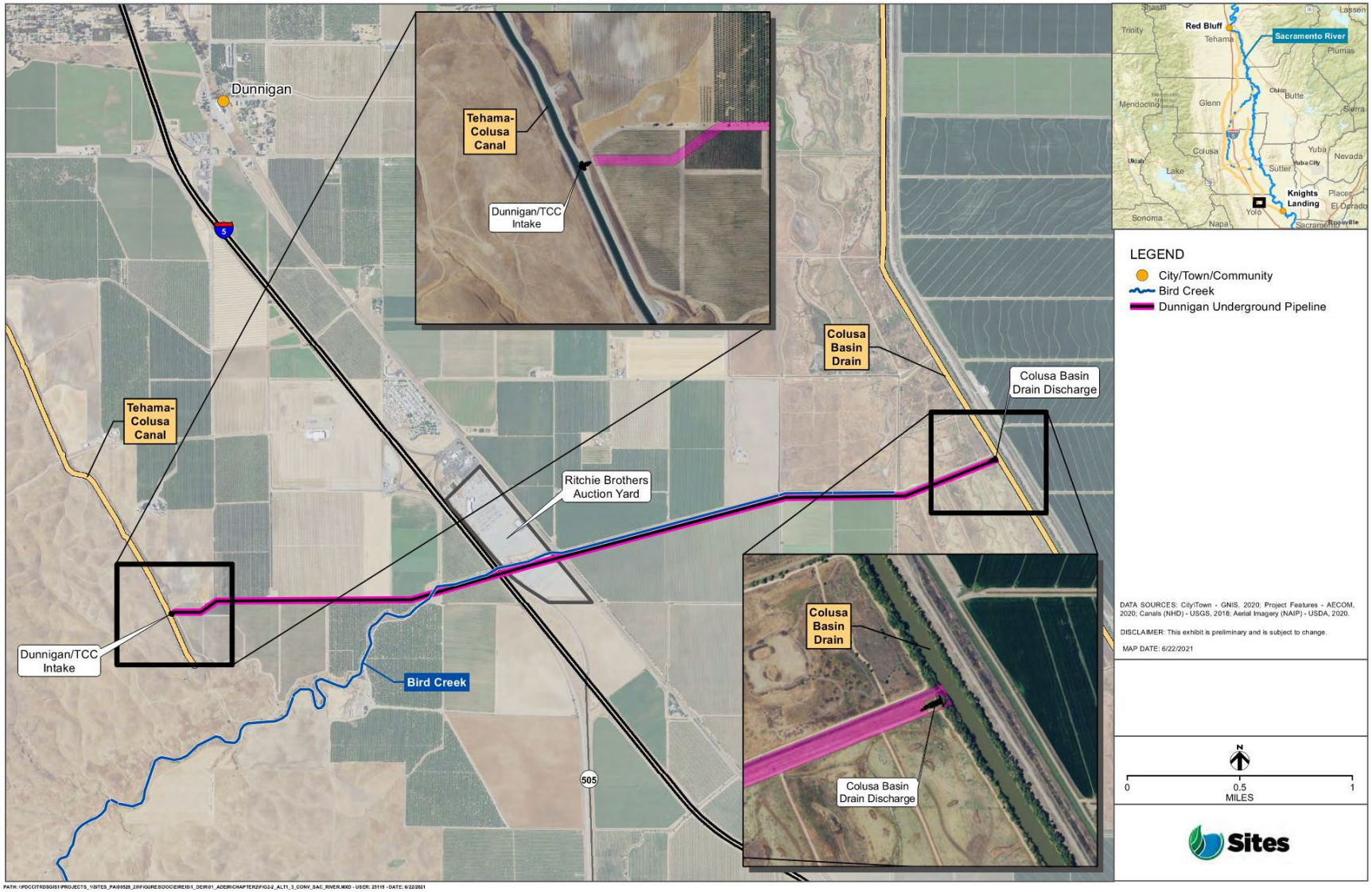

FIGURE 3. CONVEYANCE TO THE COLUSA BASIN DRAIN

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 to Sites Reservoir and primary diversion months
- Timing of releases for north-of-Delta (NOD) and SOD uses
- Timing of exchanges with DWR

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,[3] and exchanging water with DWR. 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

[3] 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 Record of Decision for the Long-Term Operation of the Central Valley Project and State Water Project. 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 and information at the time of operations and are expected to rely on publicly available deterministic and probabilistic river and seasonal runoff forecasts.

Forecasting for diversions will begin as early as late-August. 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.

The Authority intends to work with all Storage Partners, Reclamation (in its capacity of CVP operations), and DWR to determine the most effective time period to initiate seasonal Project-specific forecasts along with what information is most useful for Storage Partners' planning purposes and for Reclamation and DWR in determining such things as available capacity and timing for diversions during the transfer window. Seasonal forecasts are expected to include storage estimates, potential release schedules, and estimates of available release and downstream capacities. Seasonal forecasting is expected to begin early in the calendar year and will be updated at least on a monthly basis as new information becomes available and on a timeline consistent with Storage Partners' planning schedules. Following the Authority's discussions with the Storage Partners, Reclamation, and DWR, this section will be updated to describe the general forecasting schedule and forecast details.

2.3 Real-time Tracking and Accounting

A Project dashboard will be developed that will allow the Authority 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, including precipitation
  - 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 to TRR and Funks Reservoir
  - Actual releases to TRR and Funks Reservoir
  - Releases into the Dunnigan Pipeline
  - Releases from the Dunnigan Pipeline into the Colusa Basin Drain
  - Colusa Basin Drain release into the Sacramento River
  - Estimated Delta Export
  - Estimated North Bay Aqueduct Export
- 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. True-up will consist of reconciling the end of year diversion, storage, release, and delivery accounting with all final operational data. Any discrepancies not immediately settled will be resolved through coordination with the pertinent Storage Partner(s) and the Owner/Operator(s) of any pertinent downstream facility(ies). 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 releases, actual deliveries, and estimated losses, including spills (or carryover, if allowable) of exchange water in 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 (see Section 12.0).

2.5 Periodic Summary Reporting

A summary 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 report (i.e., prior to 5 years) would be informative. The summary 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 Summary Report will incorporate feedback and assess satisfaction of the Storage Partners and facility partners with Project operations. Any changes to the Operations Plan recommended by the Periodic Summary Report will be made consistent with the process and requirements detailed in Section 15.0.

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 November 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. 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 (HCPS) and fish screen, GCID Main Canal, and TRR. These facilities are 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 4,190 cubic feet per second (cfs)[4]. 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. Water from Stone Corral Creek and its tributaries upstream will be diverted at Sites Dam.

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 November 1 to June 14
Delta Conditions	No diversion 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.

[4] The maximum combined physical diversion rate is 4,200 cfs. The current maximum combined diversion rate in the Operations ITP and Water Right Permit is 4,190 cfs.

Criteria	Description
Close Coordination	DWR, Reclamation, and the Authority have agreed to closely coordinate to avoid adverse effects on SWP and CVP operations and water rights. During the diversion season, DWR, Reclamation, and the Authority will use real-time and forecasted data to determine the needed level of coordination and actions to be taken to avoid adverse effects on the SWP and CVP.
Net Delta Outflow Index (NDOI) Upon Initiation	For diversions to commence, NDOI must have increased by an additional 3,000 cfs above the observed NDOI from the day prior to the determination of Excess Conditions to initiate diversions. Following commencement of diversions, the 3,000 cfs requirement is not required to be maintained unless or until the Delta returns to a Balanced Condition.
Senior Water Rights	Existing water rights with a priority date prior to May 11, 2022 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[5]
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 Record of Decision (ROD)	Project operations cannot affect Reclamation's ability to operate to the then approved Record of Decision for the Long-Term Operation of the CVP and SWP
Diversion Capacity Available	There is available capacity at the RBPP, HCPS, 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 diverted from the Trinity River watershed to the Sacramento River watershed by Reclamation 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

[5] Only these contracted "excess" supplies are identified here to specifically note that diverted Sites Water cannot displace CVP Article 3(f) or CVP Section 215 water in the TC Canal or GCID Main Canal and/or diversion of Sites Water cannot reduce the ability of the CVP and SWP to export water for SWP Article 21, CVP Article 3(f), or CVP Section 215 supplies South of the Delta.

Criteria	Description
2026 Bay-Delta Plan (Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta)	No diversion is authorized when any of the numeric Sacramento River inflow (including Sacramento River at Rio Vista), Sacramento River salinity, Delta salinity, or Delta outflow (including salinity-based Delta outflow) objectives of the 2026 Bay-Delta Plan and any future amendments thereto, are not being met. No diversion is authorized until the State Water Board implements the regulatory actions to effectuate the 2026 Bay-Delta Plan that are applicable to the Sites Project
Sacramento River Mainstem Healthy Rivers and Landscapes (HRL) Restrictions	No diversions on any day in which flows provided pursuant to the Sacramento River Mainstem HRL are contributing to Delta outflow, according to the accounting provisions in the 2026 Bay-Delta Plan
Project-specific Sacramento River Diversion Criteria	
Flow Dependent Diversions	RBPP: No diversion until flows in the Sacramento River at Bend Bridge exceeds 6,300 cfs. Diversions ramp up as flows increase in the Sacramento River until full diversion amount is reached at flows of 17,500 cfs or higher in the Sacramento River at Bend Bridge. HCPS: No diversion until flows in the Sacramento River at Hamiliton City exceed 10,500 cfs after any Project and non-Project diversions at HCPS. 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.
Bend Bridge Pulse Protection	Pulses are to be protected as identified below. • Initiation: 3-day forecasted average Sacramento River flow at Bend Bridge is projected to exceed 8,000 cfs and 3-day forecasted average combined tributary flow (Cow Creek, Cottonwood Creek, and Battle Creek) must exceed 2,500 cfs • Duration: 7 days upon initiation; if flows exceed 29,000 cfs at Sacramento River at Bend Bridge, diversions can occur but are limited to the flow in excess of 25,000 cfs for the remainder of the 7-day period • Reset: After completion of the pulse protection period, resetting criteria must be met for another pulse protection period to commence: 3-day moving average Sacramento River flow at Bend Bridge is less than 7,500 cfs for 7 consecutive days and 3-day moving average tributary flow must go below 2,500 cfs for 7 consecutive days • Period: March 1 – May 31
Wilkins Slough Bypass Criteria	Diversions may not cause flow in the Sacramento River at Wilkins Slough to decline below 10,930 cfs from November 1 to November 30 and from March 1 to June 14. Diversions may not cause flow in the Sacramento River at Wilkins Slough to decline below 14,125 cfs from December 1 to February 28.

Criteria	Description
Bypass Criteria at RBPP[6]	March – November: Sacramento River at RBPP must remain at or above 3,250 cfs December – February: The flow at which the Sacramento River at RBPP must remain at or above is determined based the end-of-September (EOS) storage in Shasta Lake - ≤ 2.4 MAF Shasta EOS storage: 3,250 cfs - ≤ 2.8 MAF Shasta EOS storage: 4,000 cfs - ≤ 3.2 MAF Shasta EOS storage: 4,500 cfs - > 3.2 MAF Shasta EOS storage: 5,000 cfs
Bypass Criteria at HCPS	Sacramento River at HCPS must remain at or above 4,000 cfs
Operable Fish Screens	Diversions may only occur when 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
Water Quality Portfolio	Development of the Water Quality Portfolio must occur prior to initiating diversions. Water Quality Portfolio must be implemented for diversions to continue
Groundwater Monitoring Program	Preparation and approval of a groundwater monitoring program must occur prior to commencing diversions
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

[6] The December – February Bypass Criteria at RBPP considers the "Fall-Run Chinook Salmon Redd Maintenance and Reservoir Refill" action specified in Reclamation's Record of Decision (ROD) Operations Plan (signed December 4, 2025). The Bypass Criteria at RBPP for November may revert to the December – February flow target, depending on how Reclamation implements the "Fall Release Ramp Down" action in the ROD Operations Plan. The ROD allows for potential modifications to these flow targets based on hydrology and Shasta Lake cold water pool conditions. If this occurs, the Bypass Criteria at RBPP will be adjusted to remain consistent with Reclamation's current operation.

Criteria	Description
Close Coordination	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:
  - **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.
  - **Close Coordination with DWR and Reclamation:** DWR, Reclamation, and the Authority have agreed to closely coordinate to avoid adverse effects on SWP and CVP operations and water rights.
  - **Term 91[7]:** The Project would only divert when Term 91 is not in effect. Source: Water Right Permit Term 27.
  - **Temporary Restrictions:** The Project will also be required to operate under any temporary restrictions on diversions put into place by SWRCB, such as water right curtailments. Source: Water Right Permit Term 26.

[7] Term 91 requires that those holding such permits and licenses cease diverting water when the SWRCB'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 SWP and CVP 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//

- System-wide criteria and regulations applicable to Sacramento River diversions, in addition to the above:
    - **Diversion Season:** The Authority would only divert from November 1 through June 14, inclusive. No diversions can occur from June 15 to October 31, inclusive, regardless of conditions or flows.
    - **Senior Water Rights:** Existing water rights with a priority date prior to May 11, 2022 are senior. This includes the existing CVP and SWP water rights.
    - **Excess Conditions with Sacramento River Export Restrictions:** In addition to Balanced Conditions, the Project may not divert during Excess Conditions with Export Restrictions for Delta Inflow or for Sacramento River Inflow, or if any unforeseen circumstance that may cause an adverse effect, as reasonably determined by DWR and Reclamation.
    - **NDOI Upon Initiation:** For diversions to commence, NDOI must have increased by an additional 3,000 cfs above the observed 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 requirement is not required to be maintained while the Project is diverting. Source: Operations ITP Term 9.8.
    - **SWP Article 21, Reclamation Article 3(f) and Section 215:** 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/or CVP Section 215 water cannot be displaced or impacted by 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).
    - **CVP and SWP Record of Decision:** The Project would operate so as to avoid impairing Reclamation's ability to operate to the then-existing Record of Decision for the Long-Term Operation of the CVP and SWP, including the Incidental Take Statements provided in the Services' Biological Opinions.
    - **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. Source: Water Right Permit Term 17.

- **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. Source: Operations ITP Term 9.9.

- **2026 Bay-Delta Plan.** No diversion is authorized when any of the numeric Sacramento River inflow (including Sacramento River at Rio Vista), Sacramento River salinity, Delta salinity, or Delta outflow (including salinity-based Delta outflow) objectives of the 2026 Bay-Delta Plan and any future amendments thereto, are not being met. Source: Water Right Permit Term 29. No diversion is authorized until the State Water Board implements the regulatory actions to effectuate the 2026 Bay-Delta Plan that are applicable to the Sites Project. Source: Water Right Permit Term 30.

- **Sacramento River Mainstem HRL Restrictions.** No diversions on any day in which flows provided pursuant to the Sacramento River Mainstem HRL are contributing to Delta outflow, according to the accounting provisions in the 2026 Bay-Delta Plan. The Authority is to coordinate the timing of its diversions with the State Water Board and Sacramento River Mainstem HRL parties. Source: Water Right Permit Term 31.

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)[8] exceeds 6,300 cfs.

Allowable Sites Project diversions at RBPP are specified in Table 3. Linear interpolation shall be used between the range values provided in Table 3. Diversion adjustments can be made as frequently as desired in coordination with TCCA.

TABLE 3. FLOW DEPENDENT DIVERSIONS AT RBPP

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

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

15,000	1,460
16,000	1,710
17,000	1,980
17,500	2,120
Greater than 17,500	2,120

Sources: Water Right Permit Term 23a and 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)[9] exceeds 10,500 cfs after 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[10] (if any are occurring) diversions 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.

Allowable Sites Project diversions at HCPS are specified in Table 4. Linear interpolation shall be used between the range values. Diversion adjustments can be made as frequently as desired in coordination with GCID.

TABLE 4. FLOW DEPENDENT DIVERSIONS AT HCPS

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

Source: Operations ITP Term 9.14.2.

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

[10] Non-Sites Project water refers to any water diverted at the HCPS not for the purpose of diversion to Sites Reservoir.

3.3.2.2 Bend Bridge Pulse Protection

A pulse flow protection measure is applied to all qualified precipitation-generated peaks in the hydrograph as described below from March 1 through May 31. Project diversions from the Sacramento River would not occur during a qualified pulse event. Diversions are otherwise unrestricted by the Bend Bridge Pulse Flow protection criteria.

The following criteria define a qualified pulse event:

- If the 3-day forecasted average of Sacramento River flow at Bend Bridge is projected to exceed 8,000 cfs and the 3-day forecasted average combined tributary flow upstream of Bend Bridge (Cow Creek, Cottonwood Creek, and Battle Creek) is projected to exceed 2,500 cfs, then a pulse protection event is anticipated. Diversion restrictions would begin when the average hourly flows in the Sacramento River at Bend Bridge exceed 8,000 cfs and the average hourly flows in the tributaries upstream of Bend Bridge (Cow Creek, Cottonwood Creek, and Battle Creek) cumulatively exceed 2,500 cfs, provided that the previous day was not already in a pulse protection event.

- A pulse event terminates 7 days after initiation; or earlier than 7 days after initiation if the average daily Sacramento River flow at Bend Bridge exceeds 29,000 cfs. In the event that Sacramento River flow at Bend Bridge exceeds 29,000 cfs during the 7-day pulse protection event, Project diversions may resume when average daily diversions subtracted from Sacramento River flow at Bend Bridge continue to be at least 25,000 cfs during what would have been the 7-day pulse protection period.

- After completion of a pulse event, the following conditions must occur before another pulse event is triggered: (1) 3-day moving average of Sacramento River flow at Bend Bridge was less than 7,500 cfs for 7 consecutive days; and (2) 3-day moving average of tributary flow upstream of Bend Bridge (Cow Creek, Cottonwood Creek, and Battle Creek) was less than 2,500 cfs for 7 consecutive days.

Source: Water Right Permit Term 23b.

3.3.2.3 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 November 1 to November 30 and from March 1 to June 14. Diversions to Sites Reservoir may not cause flow in the Sacramento River at Wilkins Slough to decline below 14,125 cfs for from December 1 to February 28. Both as indicated by United States Geological Survey (USGS) Station 1139050031[11] - Sacramento R BL Wilkins Slough NR Grimes CA.

For the period of November 1 to November 30 and from March 1 to June 14, flow at Wilkins Slough are determined using the following criteria:

- The Real-Time flow at USGS Station 11390500 exceeds 10,930 cubic feet per second (cfs).

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

- The California Nevada River Forecast Center (CNRFC) forecasted flow at station WLKC1[12] 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.
- 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

Source: 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).

Source: Operations ITP Term 9.15.

Source: 14,125 cfs December 1 to February 28 requirement is Water Right Permit Term 23c.

3.3.2.4 Bypass Criteria at the Red Bluff Pumping Plant

From March through November, 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

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

(CDEC) Station (BND)[13] minus any Project diversions and any non-Project diversions (such as CVP diversions) occurring at the RBPP. Source: Operations ITP Term 9.10.

From December through February, the bypass flow at the RBPP is dependent on the end-of-September storage in Shasta Lake, as specified in Reclamation's 2025 ROD Operations Plan:

- ≤ 2.4 MAF Shasta EOS storage: 3,250 cfs
- ≤ 2.8 MAF Shasta EOS storage: 4,000 cfs
- ≤ 3.2 MAF Shasta EOS storage: 4,500 cfs
- > 3.2 MAF Shasta EOS storage: 5,000 cfs

Diversions at the RBPP can occur only when flows in the Sacramento River are at and remain at or above the specified flow, as measured at the Bend Bridge California Data Exchange (CDEC) Station (BND) minus any Project diversions and any non-Project diversions (such as CVP diversions) occurring at the RBPP. See footnote 6 and Reclamation's 2025 ROD Operations Plan, Section 2.9, for additional detail and operational considerations.

3.3.2.5 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)[14]. Source: Operations ITP Term 9.11.

3.3.2.6 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. Source: Water Right Permit Term 21 and Operations ITP Terms 9.1 and 9.2.

3.3.2.7 Maximum Total Annual Diversions and Maximum Diversion Rates

Total maximum annual Project diversion from the Sacramento River is limited to 986,000 AF, combined from both the RBPP and HCPS. Source: Water Right Permit Term 5 and Operations ITP Term 9.4.

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. Source: 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. Maximum combined rate of diversion is 4,190 cfs. Source: Water Right Permit Term 5 and Operations ITP Term 9.5 and 9.6.

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

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

3.3.2.8 Cessation of Diversions

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

- Either USGS Station 11390500 or CNRFC - WLKC1 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. Source: Operations ITP Term 9.15.

- 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. Source: Operations ITP Term 9.15.

- Within 5 working days of determining that a streamflow measurement station used to establish diversion criteria relative to the Project's Water Right Permit is not in operation or data from that station is not available in real-time. The Authority may develop and seek the Deputy Director's approval of alternative measurement location or methods. No diversions shall occur until the State Water Board has approved the alternative measurement location or method. Source: Water Right Permit Term 24.

3.3.2.9 Water Quality Portfolio

Water Right Permit Term 34 calls for the development of a Water Quality Portfolio that incorporates the requirements of Terms 35 through 43. The Water Quality Portfolio must be developed prior to initiation of diversions. Actions in the Water Quality Portfolio must be implemented in accordance with the timelines in the Portfolio for diversions to continue. Source: Water Right Permit Terms 34 through 43.

3.3.2.10 Groundwater Monitoring Program

Prior to commencing diversions, the Authority shall prepare a groundwater monitoring program consistent with Water Right Term 52. The groundwater monitoring program must be approved by the State Water Board. Source: Water Right Term 52.

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.

- **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.

- **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.

- **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 will 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 the inactive storage pool. If and when this water is released from the inactive storage 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 the applicable 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 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 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, detailed forecasts are typically only available up to 10 days out with a greater

reliability in the 3- to 5-day range. The Authority will use forecasts to initiate and continue coordination with facility operators and other agencies as required under the applicable 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.

Each diversion forecast and all long-range, seasonal forecasts prepared for the Sacramento River and for Funks and Stone Corral creeks will consider the available storage capacity remaining in Sites Reservoir as a whole and in each Storage Partner account.

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 Reclamation, TCCA, and GCID to provide specific diversion requests, including timing and amount. The Authority will work with Reclamation, 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 5 identifies diversion notifications applicable to the Project's Sacramento River diversions. Table 6 identifies diversion notifications applicable to the Project's Funks and Stone Corral Creeks diversions.

TABLE 5. 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

Notification Timeframe	Agency Notifying	Notification Summary	Controlling Agreement and Section
At least 3 days prior to diversions (or earlier, if possible)	DWR, Reclamation	DWR and/or Reclamation can give notice to the Authority that diversions may occur 7 days in advance. The Authority shall coordinate and confirm with DWR and Reclamation that the conditions exist with the date and rate of planned diversion at least 3 days before the planned diversions, or earlier if possible.	Sites/DWR/Reclamation Operations Agreement, Attachment 1, Section 1
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 6. 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 cooperatively work to assess and improve relevant measurement and monitoring tools and processes, including data sharing and communications tools and processes	Maxwell ID Agreement, 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

Notification Timeframe	Agency Notifying	Notification Summary	Controlling Agreement and Section
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 inactive storage. After inactive storage 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.[15] 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 inactive storage, and second, proportional to the Storage Allocation of all Storage Partners who have available Storage Allocation remaining.

[15] 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 the inactive storage pool or other Storage Partners.

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 inactive storage. If and when this water is released from inactive storage, 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, 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. Under expected operational conditions, once water is diverted and physically placed into storage it is considered "stored" water. Stored water can be subsequently withdrawn from storage and put to beneficial use per the needs of the Authority and/or the Storage Partners.

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 accounts.

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. B&O Section 4.3.3 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. 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. A Storage Partner

opting out of diversions in a year when 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 to the Sites Water Right development is expected to be an exceptionally rare occurrence.

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 the most recent surveying data. Sites Reservoir storage space available to Storage Partners is 1,410,000 AF after considering an inactive storage 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 the inactive storage pool unless it is the only water in the reservoir.

4.3 Inactive Storage Pool

Sites Reservoir will have a physical inactive storage 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 inactive storage pool of 60,000 AF under normal conditions.

When filling Sites Reservoir from the Sacramento River, the inactive storage 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 inactive storage and second proportionally 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 inactive storage 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 the inactive storage 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 will be tracked and maintained as part of the real-time tracking and accounting described in Section 2.3.

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[16] each year. Sites Water releases and deliveries to Storage Partners in the Delta (including for rediversion at the Barker Slough Pumping Plant) and NOD, including Reclamation (as an exchange partner or a Storage Partner) and DWR (as the acquirer or an exchange partner), can occur outside the transfer window but will be limited to periods when the Delta is in a Balanced Condition. 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 Funks Reservoir, TRR, or the Sacramento River at KLOG as specified by each Storage Partner in their Release

[16] See footnote 3 on page 6.

Request Form. Releases to Funks Reservoir may be used along the TC Canal. Releases intended for delivery to the Sacramento River will use the Funks Reservoir, TC Canal, then the Dunnigan Pipeline, then the Colusa Basin Drain pathway, where it will outflow to the Sacramento River. Releases to TRR and the GCID Main Canal are considered for use by GCID or as environmental water for NOD 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 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.

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 agreements in their 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.[17]

- Anticipated Colusa Drain MWC Agreement – In the event that diversions from Funks and Stone Corral Creeks affect senior water right holders' operations along the Colusa Basin Drain, increased releases of inflow will be made (i.e., passed through the reservoir) up to the amount of inflow coming into the reservoir but not more (i.e., does not include release of previously stored water) 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 along the North Bay Aqueduct may be released: (1) anytime 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 water through the North Bay Aqueduct. 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; (3) when opportunities exist for movement of Sites Water through the planned rediversion facility(ies); and (4) if being rediverted at the Delta Export Facilities, only in the transfer window of July 1 through November 30 (Source: Water Right Permit Term 45). 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. Coordination and notification procedures for releases will be developed in a future version of this Operations Plan. Releases of Sites Water for rediversion at the North Bay Aqueduct is subject to concurrence by DWR. Releases of Sites Water for export at the Delta Export Facilities are subject to concurrence by DWR and Reclamation and are further subject to the terms and conditions of the conveyance agreements to be developed for such deliveries.

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

[17] 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 Creek or other operational or monetary considerations.

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. Source: 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. Source: Operations ITP Term 9.25.
    - Releases through KLOG may not be conducted until the Water Quality Portfolio is approved by the State Water Board and being implemented consistent with the Sites Water Right Permit Term 34 through 43. Once the Water Quality Portfolio has been prepared and approved, a future version of this Operations Plan will be updated to reflect the more detailed release requirements in the Portfolio.
    - Rediversion of Sites Water at the Export Facilities shall only occur when the following Bay-Delta Plan numeric water quality objectives are met: salinity, including chloride and electrical conductivity; Sacramento River at Rio Vista flows; base Delta outflows; and numeric interior Delta flows, including export limits and Delta Cross Channel Gate closures. Source: Water Right Permit Term 46.
    - Rediversion of Sites Water at the Export Facilities is prohibited unless the Water Level Response Plan required by Decision 1641 is updated and approved by the State Water Board. No rediversion of Sites Water is authorized except in compliance with the updated and approved Water Level Response Plan. If the Water Level Response Plan is not updated and approved by the State Water Board prior to the operation of Sites Reservoir, the Authority may work with the State Water Board to adjust this requirement. Source: Water Right Permit Term 49.
- Releases through the Knights Landing Ridgecut are no longer envisioned as part of the Project, but were covered in the Project Final EIR/EIS and Operations ITP. Releases through the Knights Landing Ridgecut, if implemented in the future, require the following:
    - Releases to the Yolo Bypass via the Knights Landing Ridgecut shall only occur from August 1 to October 31. Source: 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. Source: 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)[18] are 5.0 mg/L or lower. Another station may be used or installed by the Sites Authority if Station A0D84761435 is not functional. Source: 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. Source: Operations ITP Term 9.27.

Additionally, the rediversion of Sites Project water at the SOD 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 D-1641, or any future State Water Board order or decision implementing Bay-Delta water quality objectives at either or both of those facilities, 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 the Record of Decision for the Long-Term Operation of the CVP and SWP, including 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 SOD 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

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

accommodations can be made (i.e., Storage Partners voluntarily adjust their release requests). If the conflict cannot be resolved, releases will be made in proportion to the Downstream Facilities Capacity Interest attributable to the conflicted Storage Partners thereby providing Storage Partners with Downstream Facilities Capacity Interest equal priority for releases.

Storage Partners with Downstream Facilities Capacity Interest (through contract rights or lease) determine the use of their Capacity Interest and have first priority rights to use available conveyance capacity in the Downstream Facilities for conveyance of Sites Water and Other Water. This first priority to available conveyance capacity in the Downstream Facilities includes first priority to available capacity above their respective Downstream Facilities Capacity Interest. Storage Partners with Downstream Facilities Capacity Interest will be assessed a wheeling charge for use of Downstream Facilities above their Downstream Facilities Capacity Interest. Possible scenarios are provided below for illustrative purposes only.

- Downstream Facilities are Capacity Limited– Storage Partners with Downstream Facilities Capacity Interest seek to convey water through Downstream Facilities and the capacity desired exceeds the capacity available. In this case, each Storage Partner with Downstream Facilities Capacity Interest would be limited to their Downstream Facilities Capacity Interest. As each Storage Partner is limited to their Downstream Facilities Capacity Interest, no additional wheeling charges will be applied. No excess capacity exists for second priority users of Downstream Facilities. This situation is likely rare as it would mean that all Storage Partners with Downstream Facilities Capacity Interest are seeking to use their full Downstream Facilities Capacity at exactly the same time. This is not currently envisioned as a routine operation.

- Downstream Facilities are Capacity Limited, Storage Partners NOT Limited to Downstream Capacity Interest – Storage Partners with Downstream Facilities Capacity Interest seek to convey water through Downstream Facilities. Some Storage Partners are using their full Downstream Facilities Capacity Interest and will exceed their Downstream Facilities Capacity Interest, some Storage Partners are not using their full Downstream Facilities Capacity Interest. In this case, an additional wheeling charge will be applied for those Storage Partners that are using more than their Downstream Facilities Capacity Interest to ONLY the increment conveyed above their Downstream Facilities Capacity Interest. The proceeds from this wheeling charge will be applied to those Storage Partners that are NOT using their full Downstream Facilities Capacity Interest.

    - If capacity continues to be limited and not all requests for capacity by first priority users can be satisfied, then the increment of available capacity above the sum of each Storage Partners with Downstream Facilities Capacity Interest shall be apportioned proportional based on the Downstream Facilities Capacity Interest of those seeking to use this unused capacity.

    - If capacity remains after all needs of the Storage Partners with Downstream Facilities Capacity Interest are satisfied, then any unused capacity can be utilized by second priority users (those without Downstream Facilities Capacity Interest). A wheeling charges will be applied for: (1) Storage Partners with Downstream Facilities Capacity Interest to ONLY the increment conveyed above their Downstream Facilities Capacity Interest; and (2) to those Storage Partners WITHOUT Downstream Facilities Capacity Interest for all water conveyed. The proceeds from this wheeling charge will be applied to those Storage Partners that are NOT using their full Downstream Facilities Capacity Interest.

Storage Partners with Downstream Facilities Capacity Interest control the use of their Downstream Facilities Capacity Interest but cannot unreasonably withhold such use by others. The Authority will administer the availability of excess capacity upon confirmation by the holder of the Downstream Facility Capacity Interest that all or a portion of their Capacity Interest is being made available to others. The State, through the Proposition 1 Water Storage Investment Program Contract for Administration of Public Ecosystem Benefits with CDFW, is a passive operator of its Capacity Interest and the Authority will assume the responsibility for determining excess use of their Capacity Interest.

Storage Partners without Downstream Facilities Capacity Interest have second priority for conveyance of releases through the Downstream Facilities. Storage Partners without Downstream Facilities Capacity Interest will have access to unused capacity after all the needs of the first priority users are met and may need to adjust their schedule to avoid constraints. If available capacity changes, and unused capacity is no longer available, then Storage Partners without Downstream Facilities Capacity Interest will need to adjust their schedule to avoid constraints. The Sites Authority will work to communicate with second priority users as soon as possible if adjustments are anticipated or need to be made.

Wheeling costs through Downstream Facilities will be described in a future version of this Operations Plan. Wheeling costs shall follow beneficiary pays principles and be consistent with State law.

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[19] 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 inactive storage pool elevation), then the Authority will conduct additional evaluations 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.

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

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 release 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. 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 Funks Reservoir, TRR, or the Sacramento River at KLOG, as specified by each Storage Partner in their Release Request Form. The Sites Authority will convey Water beyond the Delivery Point (including through Base and Downstream Facilities) to a Secondary Delivery Point in accordance with Partner Agreements described in Section 9.0 and any other agreements that are relevant to Downstream Facilities. Releases from Sites Reservoir to the Delivery Point and releases conveyed to a Secondary Delivery Point are subject to conveyance losses, including but not limited to conveyance losses in the TC Canal, lower CBD, Sacramento River, and carriage water[20] 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. Storage Partners may specify a Secondary Delivery Point(s) in their respective Release Request Form. The Authority will review the Secondary Delivery Point(s) to ensure

[20] 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.

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 will 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), including 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 follow the beneficiary pays principle and will be addressed in a separate document in the future.

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

Storage Partners may sell or exchange their Sites Water to other Storage Partners or other entities. The terms of sales or exchanges of Sites Water are at the sole discretion of the Storage Partner(s) and/or entities. The concepts of specific exchanges are still being developed and additional detail will be included in a future version of the Operations Plan. The Authority will continue to endeavor to ensure all details of any potential exchange maintain 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 Base and/or Downstream Facilities 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.

Following agreement between the two entities, notice of the sale or exchange shall be provided to the Authority so that Project operations and Sites Water accounting may be maintained.

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. 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. The exchanges are expected to primarily occur with Lake Oroville. Exchanges are also expected to take place in real-time with local Storage Partners.

All exchanges contemplated by the Authority can be accomplished through the Sites Water Right and existing water rights of the CVP and SWP.

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 both NOD and SOD Storage Partners. These exchanges will be initiated by Storage Partners 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 the 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 the CVP will generally be for a portion of another Sites Participant's water, that will be made in a single year, voluntarily purchased by Reclamation, and as coordinated between Reclamation and the Authority.

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

Exchanges must meet the following parameters[21]:

- Be consistent with the Operations ITP. Source: Operations ITP Term 9.18.
- Exchanges with Oroville Reservoir may not result in DWR not meeting its regulatory requirements. Source: 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. Source: Operations ITP Term 9.21.
- Water cannot be releases from Sites Reservoir in exchange for water to be diverted or rediverted at the Delta Export Facilities unless the diversion or rediversion of the exchanged water at the Delta Export Facilities complies with Sites Water Right Permit Terms 45, 46, 48, 49, and 50. Source: Water Right Permit Term 44.
- Exchanges cannot result in violation of any law, regulation, biological opinion, incidental take permit, court order, or State Water Board decision or order, applicable to the other water right or, if the exchange involves SWP or CVP water rights or infrastructure, operation of the SWP or CVP. Source: Water Right Permit Term 51.

Note that Water Right Permit Term 50 requires posting certain information related to the exchange on a publicly available website prior to starting releases for the exchange. Source: Water Right Term 50.

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 an Excess Capacity Contract required for the use of federal facilities. Close coordination will be required between the Authority and operators at TCCA/Reclamation and GCID.

The Authority will make decisions on when and how much water to divert at RBPP and HCPS 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/Reclamation but must be made in close coordination with GCID and TCCA/Reclamation. As they currently do, GCID and TCCA/Reclamation 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 GCID and TCCA/Reclamation's ability to meet existing legal and contractual obligations or negatively impact their regular customers.

[21] Exchanges with Shasta Lake have been removed from this Operations Plan consistent with Reclamation's request. It is noted that if these are implemented in the future, exchanges with Shasta Lake may not result in Reclamation not meeting its regulatory requirements. See Operations ITP Term 9.19.

9.1 Coordination

The Authority will coordinate annually with GCID and TCCA/Reclamation 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, GCID, and TCCA/Reclamation 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 Pumping Generating Plant (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 downstream TCCA users, 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 diversions and deliveries for GCID. Close operations will also be necessary for real-time exchanges, when GCID will receive water from the Project in lieu of GCID diversions from the Sacramento River. GCID will remain the lead operator of the HCPS 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 HCPS, 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

GCID, TCCA/Reclamation, 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 by GCID, TCCA/Reclamation, and the Authority, as appropriate for that facility. Losses for these facilities 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 benefits to CVP and SWP facilities, operational plans, listed species, public health, safety, and water supply reliability.

The anticipated Sites/Reclamation/DWR 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 Drought Emergency Response Program

At the time of preparation of this Operations Plan, the Sites Authority is pursuing a Contract for Administration for Public Benefits with the Department of Water Resources (CAPB-DWR) to receive State Proposition 1 funds relating to the Sites Project delivering public benefits associated with drought emergency response and associated adaptive management requirements. The CAPB-DWR is expected to require that the Sites Authority prepare a Drought Emergency Response Program (DERP). As described in the draft CAPB-DWR, the DERP will need to consider hydrological conditions, system-wide and Sites facilities operations constraints, Sites Participants anticipated use of their Capacity Interest, and an examination of drought conditions throughout the State. The DERP is to be developed and adopted within 7 years from the execution of the Funding Agreement with the California Water Commission and reevaluated every 5 years after implementation based on best available science and the most current forecast informed reservoir operation approach.

The DERP is proposed to be incorporated into a future version of this Operations Plan consistent with the following general outline:

1. Project operations will prioritize and maximize diversions of Sites Water into storage which will be allocated as provided for consistent with the respective Storage Partner contracts.

2. A portion of the State's Proposition 1 funding is intended to achieve a drought emergency public benefit and all Participants have agreed to reasonably cooperate with any actions and provide any information reasonably necessary to demonstrate CAPB-DWR compliance. Such actions and information by Participants may include:

    a. Consideration of voluntary transfer of Sites Water to Participant areas in drought emergency where the Participant has deemed additional supplies necessary.

    b. Data and records necessary to account for storage of Sites Water and demonstrate Sites Water deliveries during drought emergency conditions.

    c. Actively participate in DERP implementation upon activation and associated coordination.

    d. Future consideration of advanced approaches to reservoir storage management such as conjunctive use with groundwater storage, forecast informed reservoir operations.

    e. Participate in good faith to assist the Sites Authority in fulfilling the adaptive management actions specified in the CAPB-DWR.

    f. The DERP will include accounting requirements for the use and delivery of Sites Water delivery in emergency years from SOD storage.

3. The Sites Authority would ensure the Sites Water made available from the Sites Reservoir for drought emergency is delivered to the Secondary Point of Delivery designated by the applicable Participant. The Participant would be responsible for ensuring and demonstrating Sites Water delivered during drought emergency that has previously been moved SOD is delivered to the Participant's designated location.

12.0 Storage Partner Reporting

The Sites Authority is responsible for reporting and accounting for Sites Water under the Sites Water Right. The Sites Authority anticipates that to complete the Annual Water Right report for the Sites Water Right, it may need information from individual Storage Partners, including how Sites Water was beneficially used by Storage Partners. The type of information and timeframes for submittal of such information to the Sites Authority will be developed in a future version of the Operations Plan after the Sites Water Right is issued and accounting/reporting procedures and needs are better understood.

The Sites Authority will also be responsible for reporting and accounting for other operations-related activities in its other permits, approvals, and Project-related agreements. Although the Sites Authority currently anticipates that it will have / collect all of the data necessary for this reporting, if any information is needed from Storage Partners to complete such reporting activities, this section would be updated in the future to reflect the type of information and timeframes for submittal of such information.

13.0 Other Considerations

13.1 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.

13.2 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, which is anticipated to require the development of a Flood Management Plan. The Flood Management Plan is anticipated to be a separate document from this Operations Plan and must be developed and adopted within 6 years from the execution of the Funding Agreement with the California Water Commission and reevaluated every 5 years.

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 Partner's capacity rights.

While the specific operational details of the Flood Management Plan have not yet been 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 watersheds 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 the inactive storage pool. In this situation, the Storage Partners allocated water from the inactive storage pool will incur a variable cost for the Water that was allocated from the inactive storage 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 the inactive storage pool to create any necessary Flood Storage Space. In this situation, refilling of the inactive storage 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 the inactive storage 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 Partner's Storage Allocation would follow situation #2 above.

This section will be revisited once the Flood Management Plan is in its final stages of development to ensure consistency and confirm and finalize the approach proposed.

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

13.3 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.

14.0 Pro-rata Calculations

The Benefits and Obligations Contract and the Partnership Agreement require pro-rata calculations in the following sections:

- Benefits and Obligations Contact - Sections 4.2.3, 4.3.4, 4.4.3, 6.13.26, 8.1.1, 8.2.1, 10.3.2, 10.3.6, 10.3.7 and 11.1.

- Partnership Agreement – Sections 10(a), 11, and Exhibit E.

The Reservoir Management Board shall approve equations for each of those pro-rata allocation calculations before the Reservoir Management Board approves a resolution confirming commencement of all or a portion of construction of the Project pursuant to Section 3.2.1 of the Benefits and Obligations

Contact. Examples applying these equations will be provided in an appendix to this Operations Plan in a future version of this Plan.

15.0 Changes to this Operations Plan

This Version of the Operations Plan is being included as an attachment to the Benefits and Obligations Contract and is expected to be considered by the Authority's Reservoir Committee and Board of Directors.

This Operations Plan will continue to be updated as details surrounding Project operations are further defined. Subject to the Authority Bylaws, changes to the Operations Plan are subject to approval by the Reservoir Committee and the Board of Directors (as applicable, assuming changes occur prior to the full execution of the Benefits and Obligations Contract and formation of the Reservoir Management Board), or the Reservoir Management Board, as applicable at the time of the revision and as described in the then-applicable 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.

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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.

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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.

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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. Cu

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 <u>or</u> 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

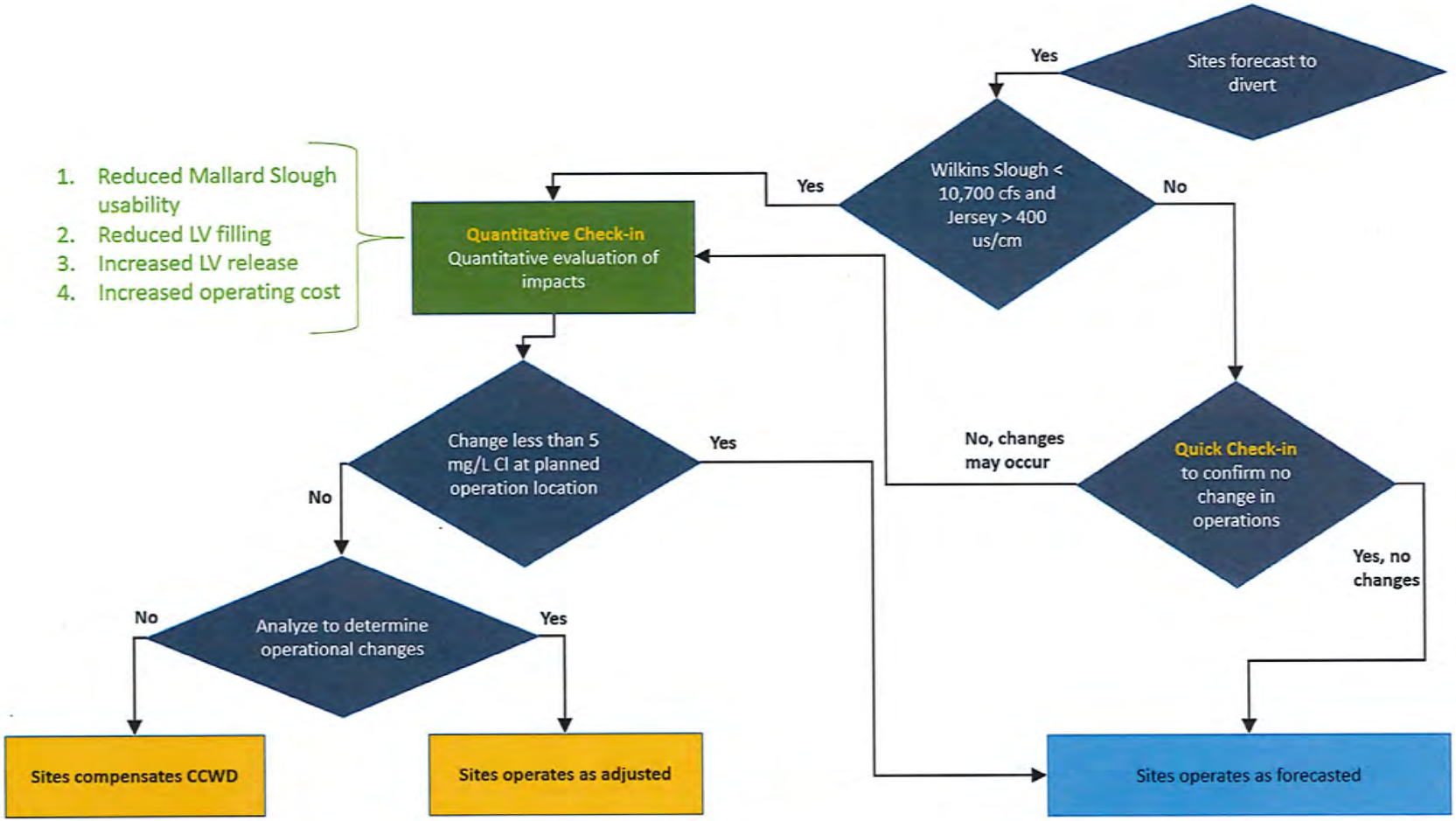


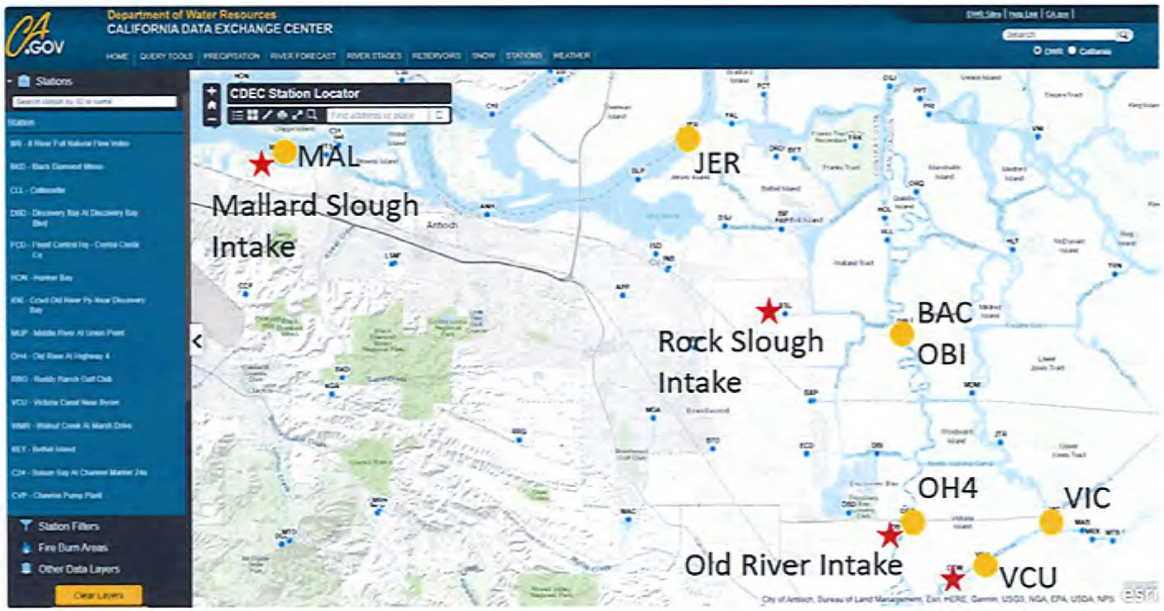
FIGURE 1.2. CCWD'S DIVERSION LOCATIONS AND NEAREST WATER QUALITY MONITORING STATIONS

★ 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.

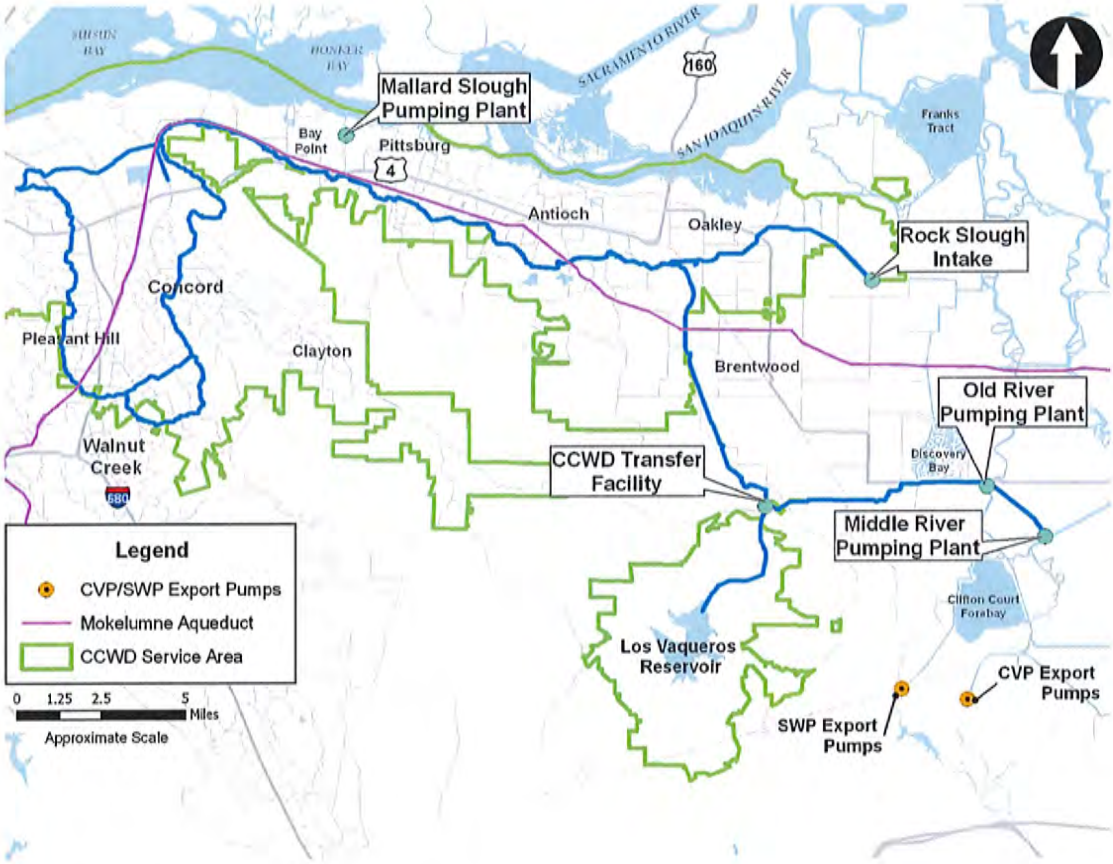


Figure 2.1. Map of CCWD Facilities

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

4087697 1

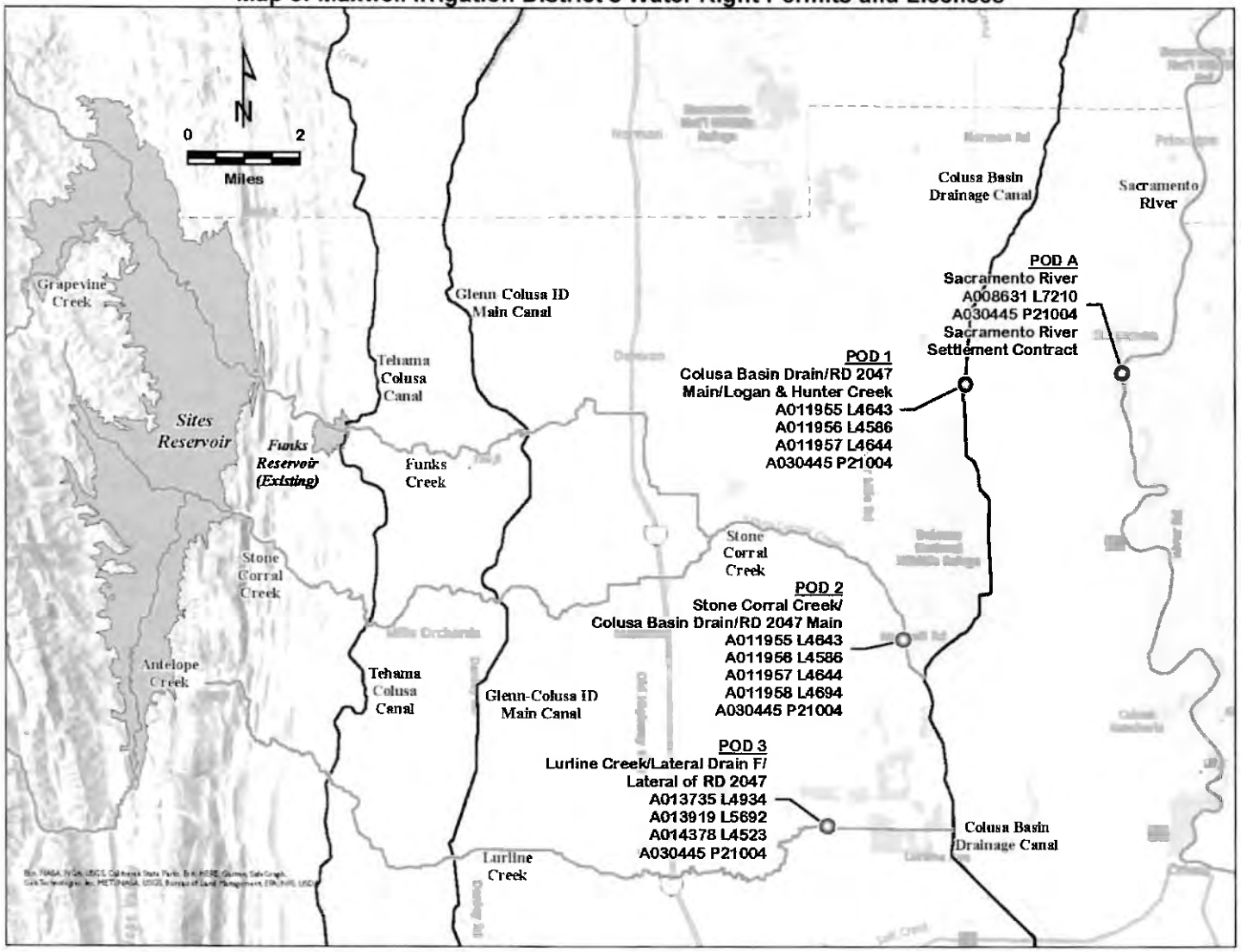
ATTACHMENT 1

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 HCPS (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 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 Pumping Generating Plant (PGP) 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 PGP will require a substation to provide electricity to the associated facilities. The newly constructed Funks Pipeline will convey water approximately 1 mile between the PGP 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 HCPS enters the GCID Main Canal. The HCPS and the GCID Main Canal are owned and operated by GCID. Diversions at the HCPS will be in addition to those occurring for uses in the GCID system. The HCPS 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 2,100 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 HCPS 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 HCPS to Sites Reservoir will be estimated during Project operations. The GCID Main Canal can be out of service for maintenance periodically from early January to late 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 will be excavated below grade and has been deemed non-jurisdictional by DSOD. 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 3 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 capacity at the Delta Export Facilities or other points of rediversion (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 via the Knights Landing Outfall Gates for rediversion downstream. Releases into the Yolo Bypass are no longer envisioned as part of the Project, but were covered in the Project Final EIR/EIS and Operations ITP. Releases into the Yolo Bypass would flow from the Colusa Basin Drain through the Knights Landing Ridgecut.

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 NOD wildlife refuges as environmental water for Proposition 1. Sites Water may be released to the GCID system for delivery to NOD wildlife refuges 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 From Funks and Stone Corral Creeks

Priority Date	Application Number	Permit Number	Owner
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

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. 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. The exchanges are expected to primarily occur with Lake Oroville.

To support timing of releases and deliveries to both NOD and SOD Storage Partners, real-time 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.

The following information is based on Appendix 5A1 (pages 5A1-29 through 5A1-31) of the Final EIR/EIS regarding modeled and assumed operational parameters for exchanges. Additional information on exchanges will be developed and will likely replace the information below in a future version of the Operations Plan.

Real-Time Exchange

Sites Reservoir may release water via an in-lieu transfer with GCID. Instead of pumping water from the Sacramento River, GCID would receive its contracted CVP supply via Sites Reservoir and forego diversions in a corresponding volume from the Sacramento River. The foregone diversion that remains in the Sacramento River would remain instream and serve as a Sites release 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 through Delta transfers during spring months. Forecasting through Delta 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, the majority of Lake Oroville exchanges are expected to 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

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 Delivery Points and/or 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

Sites
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

Sites
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: [Specify location here through drop down menu] ☐ Deliver all to this location ☐ Partial delivery to this location (see page 2)
☐	Delivery or 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

	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													