UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, Delta Division, California

AGREEMENT BETWEEN THE UNITED STATES AND SITES PROJECT AUTHORITY FOR DONATION OF REFUGE WATER SUPPLIES

THIS AGREEMENT, executed this ____day of _____, 2026, pursuant to section 3406 (d)(2) of Title XXXIV, the Central Valley Project Improvement Act of October 30, 1992 (106 Stat. 4706), between the UNITED STATES OF AMERICA, acting by and through the Bureau of Reclamation, hereinafter referred to as the "United States," or "Reclamation", and SITES PROJECT AUTHORITY, hereinafter referred to as the "Authority", a California joint powers authority operating under, and by virtue of, the laws of the State of California; both may be referred to as a "Party" individually or the "Parties" collectively.

WITNESSETH, That:

EXPLANATORY RECITALS

WHEREAS, the United States has constructed and is operating the Central Valley Project, California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other

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beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

WHEREAS, Section 3406 (d)(2) of the Central Valley Project Improvement Act, hereinafter referred to as “CVPIA”, authorizes the Secretary of the Interior to acquire sufficient water supplies necessary to meet Level 4 of the "Dependable Water Supply Needs" table for those habitat areas as set forth in the Report on Refuge Water Supply Investigations, Central Valley Hydrologic Basin, California (March 1989) and the full water supply needed for full habitat development for those habitat areas identified in the San Joaquin Basin Action Plan/Kesterson Mitigation Action Plan Report prepared by the Bureau of Reclamation; and

WHEREAS, the Authority was conditionally awarded funding under the California Water Quality, Supply, and Infrastructure Improvement Act of 2014, also known as the Proposition 1 Water Storage Investment Program, in recognition of the public benefits provided by the Sites Reservoir Project, hereinafter referred to as “Sites Project”, for the enhancement of seasonal wetlands, permanent wetlands, and riparian habitat for aquatic and terrestrial species on State and Federal wildlife refuges and on other public and private lands; and

WHEREAS, the Authority desires to donate and the United States desires to accept Sites Project Water as part of the Refuge Water Supply Program for the purpose of meeting Incremental Level 4 Refuge Water Needs; and

WHEREAS, on November 2, 2023, the Authority and Reclamation released a joint Final Environmental Impact Report/Final Environmental Impact Statement; on November 17, 2023, the Authority certified the Final Environmental Impact Report and adopted

the Sites Project with Board Resolution 2023-02; and, on January 23, 2026, Reclamation signed its Record of Decision;

NOW, THEREFORE, in consideration of the covenants herein contained, the Parties to this Agreement agree as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible with the intent of the Parties as expressed in this Agreement, the term:

(a) "Losses" shall mean the reduction in the volume of water as it is transported from release to delivery through either natural river channels or engineered conveyance facilities. This reduction may result from seepage into surrounding soils and groundwater, evaporation from the water surface, evapotranspiration by vegetation adjacent to the conveyance path, hydraulic redistribution through side channels or subsurface pathways, and any structural or operational inefficiencies associated with canals or other artificial works, including carriage losses assessed to meet water quality requirements through the Delta.

(b) "Contract for Administration of Public Benefits for the Sites Project" shall mean the long-term agreement between the California Department of Fish and Wildlife (CDFW) and the Sites Project Authority to provide public ecosystem benefits under Proposition 1.

(c) "CVPIA" shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

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(d) "Central Valley Refuges and Wildlife Habitat Areas" shall mean the 19 wetland habitat areas stated in the CVPIA, which includes units on the National Wildlife Refuge System in the Central Valley of California; on the Gray Lodge, Los Banos, Volta, North Grasslands, and Mendota state wildlife management areas; and on the Grasslands Resources Conservation District in the Central Valley of California;

(e) "Project" shall mean the Central Valley Project owned by the United States and managed by the United States Department of the Interior, Bureau of Reclamation;

(f) "Incremental Level 4 Refuge Water Needs" shall mean, pursuant to Section 3406(d)(2) of the CVPIA, the water needs identified in the Report on Refuge Water Supply Investigations, Central Valley Hydrologic Basin, California (March 1989) and the full water supply needed for full habitat development for those habitat areas identified in the San Joaquin Basin Action Plan/Kesterson Mitigation Action Plan Report prepared by the Bureau of Reclamation;

(h) "Operating Non-Federal Entity/Entities" shall mean the non-Federal entity/entities that has the obligation pursuant to a separate contract(s) with the United States to operate and maintain all or a portion of the Project necessary to deliver Sites Project Water to the Points of Acceptance identified in Exhibit A and for Reclamation to deliver Sites Project Water to the Points of Delivery;

(i) "Points of Acceptance" shall mean the locations at which the Authority will make Sites Project Water available to Reclamation for the purposes of meeting Incremental Level 4 Refuge Water Needs.

(j) "Points of Delivery" shall mean the locations at which Reclamation delivers the Sites Project Water made available to Reclamation under this Agreement to Central Valley Refuges and Wildlife Habitat Areas.

(k) "Project-Use-Energy" shall mean that electrical capacity, energy, and associated ancillary service components, required to provide the minimum electrical service using the most economical methods needed to operate and/or maintain the Project in conformance with Project authorization.

(l) "Refuge Water Supply Program" or "RWSP" shall mean the program established to implement section 3406(d) of the Central Valley Project Improvement Act;

(m) "Sites Project Water" shall mean water developed by the Authority as part of the Sites Project;

(n) "Year" shall mean the period from March 1 through the last day of February, both dates inclusive.

TERM

2. (a) This Agreement shall become effective on the date of execution above and shall remain in effect for as long as the Authority chooses to donate and Reclamation is willing to accept Sites Project Water to the RWSP.

TERMINATION

3. (a) This Agreement may be terminated for any reason at any time by mutual written agreement of the Parties.

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(b) The Parties shall not seek to terminate this Agreement by reason of an asserted material breach by the other Party unless it has first provided the other Party with at least 60 days' written notice of the asserted breach and the other Party fails to cure such breach or fails to diligently commence curative actions satisfactory to the Party for a breach that cannot be fully cured within 60 days Party

WATER TO BE MADE AVAILABLE

3. (a) Subject to Reclamation's capacity to accept the donation, the Authority shall make an annual donation of up to 90,000 acre-feet of Sites Project Water to Reclamation at the Points of Acceptance identified in Exhibit "A" of this Agreement. Annual donations targets established in the Contract for Administration of Public Benefits for the Sites Project entered into by the Authority and the State of California, are identified in Exhibit "B" of this Agreement. These targets are for planning purposes only and may be adjusted as conditions warrant. Reclamation retains the right to reject said donation if capacity to accept the donation is unavailable.

(b) Reclamation shall convey this Sites Project Water from the Points of Acceptance in Exhibit "A" to the Points of Delivery for Central Valley Refuges and Wildlife Habitat Areas to maintain and improve wetland habitat areas, pursuant to 3406(d).

(c) On or before February 20 of each Year, the Authority, in coordination with Reclamation, RWSP managers, Operating Non-Federal Entity(ies), and the California Department of Water Resources, shall develop a forecasted annual schedule showing the estimated monthly quantities of Sites Project Water to be donated in the upcoming Year. The

annual schedule will be reviewed for updates monthly by the Authority, in coordination with these parties, and more frequently as necessary based on real-time conditions.

ELECTRICAL ENERGY

4. The Authority shall be responsible for the acquisition and payment of all electrical energy and associated transmission service costs for providing Sites Project Water to the Points of Acceptance in Exhibit "A". Project-Use-Energy shall not be available to the Authority to make Sites Project Water available pursuant to this Agreement, unless otherwise determined in writing by Reclamation, at its sole discretion.

MEASUREMENT OF WATER

5. (a) All Sites Project Water under this Agreement, up to and including the Points of Acceptance identified in Exhibit "A", shall be measured and recorded at the cost of the Authority. Measurements at locations not listed in Exhibit A are neither the responsibility nor the financial obligation of the Authority. The Parties shall review all measurements to ensure they are acceptable and the methods used to make such measurements shall be in accordance with sound engineering practices.

(b) The Authority shall maintain accurate records of the quantity of all Sites Project Water donated to the Points of Acceptance in Exhibit "A" under this Agreement, expressed in acre-feet, and shall provide such records to Reclamation, and any applicable Operating Non-Federal Entity, each month and in such manner as determined by Reclamation, unless otherwise requested and agreed upon by the Parties in writing.

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(c) Reclamation shall maintain accurate records of the quantity of all Sites Project Water it delivers to the Points of Delivery under this Agreement, expressed in acre-feet. Pending timely meter readings by Central Valley Refuges and Wildlife Habitat Areas, Reclamation shall provide the corresponding record of delivery to the Authority, and any applicable Operating Non-Federal Entity, during the following month and in such manner as determined by the Authority, unless otherwise requested and agreed upon by the Parties in writing.

(d) The Parties acknowledge that conveyance of Sites Project Water from Sites Reservoir to the Points of Acceptance is subject to customary and reasonable Losses, and subsequently from the Points of Acceptance to the Delivery Point(s). Such Losses during the conveyance of water shall be recognized by the Parties and accounted for in determining the quantity of water at the Points of Acceptance and the Points of Delivery.

(e) When the quantity of water delivered is determined based on a measurement device, each Party shall be responsible for the calibration, measurement, recording, and reporting of their respective flow device and measurements of water under this Agreement. Upon the request of a Party, the accountable Party shall investigate, or cause to be investigated, the accuracy of measurements of water under this Agreement. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that measurement devices are defective or inoperative, the Parties shall take any necessary actions to ensure that the accountable Party makes the appropriate adjustments, repairs, or replacements to the measurement devices. All adjustments, repairs, or replacements to the measurement devices will be completed within a reasonable time. For any period of time during which accurate measurements of water under this Agreement have not been made, the Parties shall consult prior to any future donation of water under this Agreement.

COSTS

6. (a) The Authority shall be responsible for all applicable costs and payment thereof to donate Sites Project Water to the Points of Acceptance identified in Exhibit "A".

(b) Reclamation shall be responsible for all applicable costs and payment thereof to make Sites Project Water available from the Points of Acceptance to the Points of Delivery.

COMPLIANCE WITH LAWS AND REGULATIONS

7. The Parties shall comply with all applicable Federal, State, and local laws, rules and regulations, including but not limited to: State water law, applicable State and Federal court decisions, or applicable orders of any other entity of competent jurisdiction, in relation to the Sites Project Water. A Party shall provide written notice to the other at the time any action is commenced in State court, Federal court, or any other entity of competent jurisdiction, related to or affecting their performance under this Agreement. It is expressly understood by the Parties that the United States does not claim any interest in the Sites Project Water donated under this Agreement beyond the terms specifically set forth in this Agreement.

LIABLILTY

8. (a) The Authority shall indemnify and hold harmless the United States, its officers, agents and employees, and the Operating Non-Federal Entities, from any losses or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage of any nature whatsoever arising out of any

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actions or omissions of the Authority, its directors, officers, agents, or employees, under this Agreement. Nothing contained in this Article shall be construed as an assumption of liability by the Authority with respect to such matters. The Authority does not agree to indemnify the United States or Operating Non-Federal Entities for any damages arising from intentional torts or malicious actions committed by its employees.

(b) The Parties agree that the Sites Authority, its officers, agents, and employees will not be liable for any claims arising out of or resulting from the Unites States' control, carriage, handling, use, disposal, or distribution of Sites Water beyond the Points of Delivery, except for any damage or claims arising in connection with (i) acts or omissions of the Sites Authority or any of its directors, officers, employees, agents, and assigns with the intent of creating the situation resulting in any damage or claim; (ii) willful misconduct of the Sites Authority or any of its directors, officers, employees, agents, and assigns; or (iii) negligence of the Sites Authority or directors, officers, employees, agents, and assigns.

(c) Nothing herein shall be deemed to increase the liability of Reclamation beyond the provisions of the Federal Tort Claims Act (28 U.S.C. 2671, et seq.). This Article is subject to available appropriations and shall not be construed as to allow for violation of the Anti-Deficiency Act (31 U.S.C. 1341, et seq.).

OPINIONS AND DETERMINATIONS

9. Where the terms of this Agreement provide for actions to be based upon the opinion or determination of either Party to this Agreement, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both Parties, notwithstanding any other provisions of this Agreement, expressly

reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either Party shall be provided in a timely manner. Nothing in this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or determination implementing a specific provision of Federal law embodied in statute or regulation.

RESOLUTION OF DISPUTES

10. Should any dispute arise concerning any provision(s) of this Agreement, or the Parties' rights and obligations thereunder, the United States and the Sites Authority shall meet and confer in an attempt to informally resolve the dispute at the staff level. Both Parties agree to work in good faith to resolve any disputes which may arise. If staff from the Parties are unable to resolve the dispute, the dispute will be elevated to the Area Manager for Reclamation and Executive Director or designee of the Sites Authority. If the Parties are unable to resolve the dispute at this level, then the dispute will be elevated to the Regional Director of Reclamation and the Executive Director of the Sites Authority. If the Parties are unable to resolve the dispute at this level, the Parties may submit disputes to a third-party mediator agreed to by the Parties. Either Party may seek relief in a court of competent jurisdiction, consistent with Federal law and without waiving the United States' sovereign immunity from suit. Prior to the Sites Authority commencing any legal action, or Reclamation referring any matter to the Department of Justice, the party shall provide to the other party thirty (30) days' written notice of the intent to take such action; *Provided, that* such notice shall not be required where a delay in commencing an action would prejudice the interests of the Party that intends to file suit. During the thirty (30) day notice period, the Parties shall meet and confer in an attempt to resolve the dispute. Except as

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specifically provided, nothing herein is intended to waive or abridge any right or remedy that the Sites Authority or the United States may have.

BOOKS, RECORDS, AND REPORTS

11. The Parties shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including the Authority's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use contracts; and water-use data; and other matters that the Parties may require. Reports shall be furnished to each Party in such form and on such date or dates as the other Party may require. Subject to applicable Federal laws and regulations.

ASSIGNMENT LIMITED - SUCCESSORS AND ASSIGNS OBLIGATED

12. The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

13. The expenditure or advance of any money or the performance of any obligation of the United States under this Agreement shall be contingent upon appropriation or allotment of funds. No liability shall accrue to the United States in the event funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

14. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Authority shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

NOTICES

15. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or delivered to the Bureau of Reclamation, Area Office Manager, Bay-Delta Office, 801 I Street, Sacramento, CA 95814, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors of the Sites Project Authority, P.O. Box 517, Maxwell, CA 95955.

INCORPORATION OF EXHIBIT

16. Exhibit "A" is attached hereto and incorporated herein by reference and may be updated without amending this Agreement, upon mutual agreement of the Parties. Exhibit "B" is attached hereto and incorporated herein by reference and may be updated without amending this Agreement, upon mutual agreement of the Parties.

SEVERABILITY

17. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, but this Agreement is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change

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so as to cause the fundamental benefits afforded by the Parties to become unavailable or materially altered.

AGREEMENT DRAFTING CONSIDERATIONS

18. This Agreement has been negotiated and reviewed by the Parties hereto, each of whom is sophisticated in the matters to which this Agreement pertains. The double-spaced articles of this Agreement have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles. Single-spaced articles are standard articles pursuant to Reclamation policy.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By: California -Great Basin Region, Regional Director

(SEAL)

SITES PROJECT AUTHORITY

By:

Executive Director

EXHIBIT A – POINTS OF ACCEPTANCE

North of Delta	
Sutter National Wildlife Refuge	Butte Slough Pumping Plant Sunset Pumps
Sacramento National Wildlife Refuge	Hamiliton City Pumping Plant
Delevan National Wildlife Refuge	Williams Outlet
Colusa National Wildlife Refuge	Wasteway Cross Channel
Grey Lodge Wildlife Area	Sutter Butte Canal at Intake
South of Delta	
All South of Delta Refuges	Delta-Mendota Canal at Milepost 7.2 O'Neill Forebay

All North of Delta Points of Acceptance require exchanges between the Authority and an exchange partner (Reclamation, Department of Water Resources, Glenn-Colusa Water District, or other water right holder)

EXHIBIT B – DONATION TARGETS

Sac Index	NOD	SOD	Total
Wet	2	16	18
Above Normal	19.9	25.4	45.3
Below Normal	14	26.1	40.1
Dry	18.2	32.8	51
Critical	10.3	16.8	27.1
All	11.4	22.6	34

SJR Index	NOD	SOD	Total
Wet	4.8	6.1	10.9
Above Normal	8.3	24.7	33
Below Normal	12.2	21	33.2
Dry	15.1	23.7	38.8
Critical	13.6	27.6	41.2
All	11.4	22.6	34

*Refuge Deliveries (1,000 acre-feet)

Sac Index = Sacramento Valley Water Year Index; SJR Index = San Joaquin River Water Year Index; NOD = North of Delta; SOD = South of Delta

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