

December 15, 1994

# PRINCIPLES FOR AGREEMENT ON BAY-DELTA STANDARDS BETWEEN THE STATE OF CALIFORNIA AND THE FEDERAL GOVERNMENT

## Preamble

In order to provide ecosystem protection for the Bay-Delta Estuary, representatives of the State and Federal governments and urban, agricultural and environmental interests agree to the implementation of a Bay-Delta protection plan through the California State Water Resources Control Board (SWRCB) consistent with the following principles. These Principles describe changes to the California Urban Water Agency/Agricultural Water Users (CUWA/AG) proposal as the base case for Bay-Delta protections, which are intended to be in force for three years, at which time they may be revised.

### Water Quality Standards and Operational Constraints

1. February Protections: Subject to the flexibility provisions described below, the exports during February shall be no greater than 35% of Delta inflow in years when the January Eight River Index is greater than 1.5 million acre feet (MAF). If this index is less than 1 MAF, the allowable exports will be 45% of Delta inflow. If this index is between 1 and 1.5 MAF, operational decisions will be made by the California Water Policy Council and Federal Ecosystem Directorate (CALFED) Coordination Group (Ops Group) as set forth in the Exhibit 6 of the Framework Agreement of June 1994. (The CALFED process is described in Attachment A.)
2. March through June Protections: During March through June, exports shall be no greater than 35% of Delta inflow, subject to the flexibility provisions described below.
3. July through January: During July through January exports shall be no greater than 65% of Delta inflow, subject to the flexibility provisions described below. Criteria for exercising this flexibility will be developed by the Ops Group.
4. X-2 Protection Measures: X-2 protection shall be based on the CUWA/AG proposal with the following adjustment. The Chipps Island requirement in February will be zero days when the Eight River Index in January is less than 0.8 MAF and 28 days when it is greater than 1.0 MAF with linear interpolation between 0.8 and 1.0 MAF. The requirement at the confluence shall be 150 days, except that when the May 1 90% forecast of the Sacramento River Index is less than 8.1 MAF, the maximum outflows for May and June shall be 4,000 cfs, with all other flow requirements removed. When the February index falls below 0.5 MAF, the requirement for March will be reviewed by the Ops Group. Additional refinements, which will involve no further water costs above

those which are required for this paragraph may subsequently be made.

5. San Joaquin River Protection Measures: The protection measures will consist of the narrative standard and implementation provisions agreed to on December 12, 1994 (Attachment B). In addition, export limits during the April/May 30-day pulse flow period will be consistent with the CUWA/AG proposal. The parties agree to take immediate actions, as appropriate, to resolve the biological concerns related to the removal of the barrier and to provide adequate transport of fisheries consistent with the CALFED process identified in Attachment C. If biological problems arise before the solution(s) can be implemented, resolution of these concerns shall be made within CALFED.

6. Additional Modifications to CUWA/AG Proposal: Daily export limits shall be based on the average Delta inflow over the preceding three days under balanced conditions as defined in the Coordinated Operation Agreement or fourteen days under unbalanced conditions.

During the period November to January, the Delta Cross Channel will be closed a maximum of 45 days. The timing and duration of the closures will be determined by the Ops Group.

During the period May 21 through June 15, the Delta Cross Channel may be rotated closed four days and open three days, including the weekend.

### ESA FLEXIBILITY

1. No Additional Water Cost: Compliance with the take provisions of the biological opinions under the Federal Endangered Species Act (ESA) is intended to result in no additional loss of water supply annually within the limits of the water quality and operational requirements of these Principles. To implement this principle, the Ops Group will develop operational flexibility through adjustment of export limits.

2. Real Time Monitoring: To the maximum extent possible, real time monitoring will be used to make decisions regarding operational flexibility. CALFED commits to aggressively develop more reliable mechanisms for real time monitoring.

3. Additional Study Programs: CALFED commits to aggressively pursue study programs to develop information allowing better decisions to be made about managing the Estuary and its watershed.

4. Operational Flexibility: Decisions to exercise operational flexibility under the Ops Group process may increase or decrease water supplies in any month and must be based on best available data to ensure biological protection and be consistent with the Federal and State Endangered Species Acts.

5. Dispute Resolution: Any disputes within the Ops Group will be resolved by CALFED, as set forth in Attachment A.

### CATEGORY III -- NON FLOW FACTORS

1 . Principles: Implementation of Category III principles will be consistent with the principles set forth in Attachment C.

2. Financial Commitment: The water user community agrees to make available by February 15, 1995, an initial financial commitment of \$10 million annually for the three years of these interim standards to fund Category III activities. Metropolitan Water District of Southern California (MWD) will guarantee this commitment. Subsequent financial agreements relative to Category III will credit this early commitment of funds to MWD's obligation.

### INSTITUTIONAL AGREEMENTS

1. EPA Standards: Consistent with the Framework Agreement, EPA commits to withdraw Federal standards pursuant to the Clean Water Act when the SWRCB adopts a final plan consistent with these Principles.

2. Endangered Species Act

a. Limitation to Aquatic Species: These Principles apply only to aquatic species affected in the Bay-Delta Estuary.

b. Impacts of Additional Listings: This Plan, in conjunction with other Federal and State efforts, is intended to provide habitat protection sufficient for currently listed threatened and endangered species and to create conditions in the Bay-Delta Estuary that avoid the need for any additional listings during the next three years. To the extent that due to unforeseen circumstances in the Estuary, or to factors not addressed in the Plan, additional listings may be required, it is understood that protection of these species shall result in no additional water cost relative to the Bay-Delta protections embodied in the Plan and will, to the maximum extent possible, use the flexibility provided within Section 4(d) of the ESA. Additional water needs will be provided by the Federal government on a willing seller basis financed by Federal funds, not through additional regulatory re-allocations of water within the Bay-Delta.

c. Other Endangered Species Issues: To the extent consistent with the requirements of Federal and State ESAs, all other actions related to this Plan required to implement the Acts as they affect the Bay-Delta, including but not limited to future biological opinions, incidental take statements, recovery plans, listing decisions and critical habitat designations, are intended to conform to these Principles, and decisions regarding ESA implementation will be made utilizing the CALFED process.

3. Central Valley Project Credits. All CVP water provided pursuant to these Principles shall be credited toward the CVP obligation under Section 3406 (b) (2) of the Central Valley Project Improvement Act to provide 800,000 acre feet of project yield for specified purposes.

4. Immediate Implementation:

a. Biological Opinions: It is agreed that there will be an immediate reconsultation on the biological opinions currently governing project operations with appropriate modifications by the end of 1994, to the extent practicable, to conform with the requirements of these Principles.

b. State Implementation: Consistent with the Framework Agreement, the SWRCB will finalize the Plan and immediately thereafter initiate water right proceedings to implement the adopted Plan. In implementing the Plan, the SWRCB will act in compliance with all provisions of law which may be applicable, including, but not limited to, the water rights priority system and the statutory protections for areas of origin.

5. SWRCB Authority: Variations in the operational criteria approved by the CALFED process in accordance with the above provisions will be communicated to the Executive Director of the SWRCB for appropriate action, if any, in accordance with the Plan.

6. Authority under State and Federal ESA's: Any actions or decisions of the Ops Group or CALFED which would create or alter requirements under the State or Federal ESA's shall be communicated, as appropriate, to the U.S. Fish and Wildlife Service, National Marine Fisheries Service, or California Department of Fish and Game for appropriate processing consistent with the provisions of the State and Federal ESA's.

7. Legal Consistency: All provisions of this agreement are intended and shall be interpreted to be consistent with all applicable provisions of State and Federal law.

SIGNATURES



[Return to Archives](#)

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# Bay-Delta Framework Signatures

STATE OF CALIFORNIA

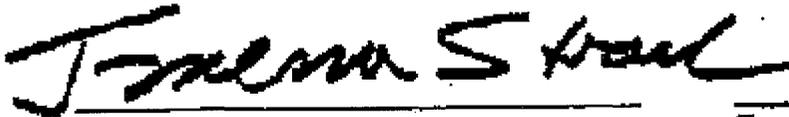
UNITED STATES OF AMERICA



Douglas B. Wheeler  
Secretary, California Resources Agency



Bruce Babbitt  
Secretary of the Interior



James M. Strick  
Secretary for Environmental Protection  
California Environmental Protection Agency

Ronald H. Brown  
Secretary of Commerce



Carol M. Browner  
Administrator  
Environmental Protection Agency

## INTERESTED PARTIES



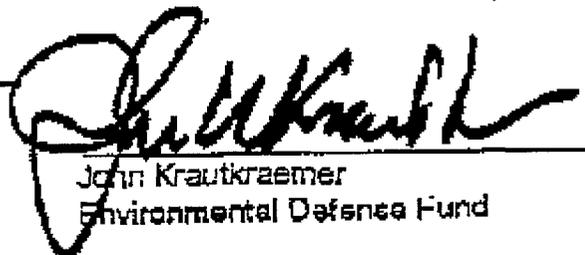
Walter J. Bishop  
Contra Costa Water District  
By: Greg Gartrell



Gary Eckert  
The Bay Institute



Stephen K. Hall  
Association of California  
Water Agencies



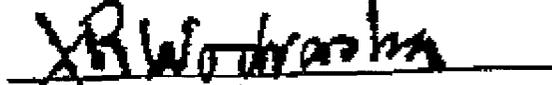
John Krautkraemer  
Environmental Defense Fund

Anson K. Moran  
California Urban Water Agencies



Daniel G. Nelson  
San Luis-Delta Mendota Water Authority

  
 David R. Schuster  
 Kern County Water Agency and  
 Tulare Lake Water  
 Storage District

  
 John R. Wozneska  
 Metropolitan Water District  
 of Southern California

INTERESTED PARTIES

  
 David Fullerton  
 Natural Heritage Institute

  
 Richard Golb  
 Northern California

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[Return to Previous Page](#)

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