

- 1 • Changes in monitoring to support project operations.
- 2 • Re-initiation of consultation (ESA Section 7) and 2081(b) permit amendment (CESA) to address
- 3 changes outside of existing authorizations.

4 **Memorandum of Agreement**

5 Commitments to adaptive management and collaborative science will be secured through a MOA
6 between DWR, Reclamation, the public water agencies, CDFW, NMFS, and USFWS. Details of the
7 collaborative science and adaptive management process, including adaptive management decision-
8 making, an organizational structure for adaptive management decisions, and funding for
9 collaborative science will be developed and incorporated through the MOA, as needed.

10 **Possible Operational Scenarios**

11 Under the real time operational decision-making process, as well as the adaptive management and
12 monitoring program, both of which are described above, the RTO team will have flexibility for
13 operations. The RTO team, in making operational decisions, will take into account operational
14 constraints, such as coldwater pool management, instream flow, and temperature requirements. The
15 extent to which real time adjustments that may be made to each parameter (e.g., OMR flow target)
16 shall be limited by the criteria and/or ranges set out in the section describing Scenario H
17 (Alternative 4A). Operations are flexible, so long as they are in compliance with existing and
18 applicable permitting requirements and standards, as may be amended, and any other regulatory
19 and contractual obligations. In addition, following the initial operations, the adaptive management
20 and monitoring program could be used to make long-term changes in initial operations criteria, if
21 appropriate, to address uncertainties about spring outflow for longfin smelt and fall outflow for
22 delta smelt, among others.

23 For that reason, Appendix 5E, *Supplemental Modeling Requested by the State Water Resources Control*
24 *Board Related to Increased Delta Outflows*, also presents a broader operational boundary analysis, as
25 well as an additional operational scenario requested by the State Water Board that results in
26 increased Delta outflow and decreased SWP/CVP exports (Modified Alternative 8). As shown in
27 Appendix 5E, the operation of the future conveyance facility under a possible adaptive management
28 range represented by Boundary 1 and Boundary 2 will be consistent with the impacts discussed for
29 the range of alternatives considered in this document (see Appendix 5E, Section 5E.2, for additional
30 information on these boundaries). Boundary 1 and Boundary 2 also encompass the full range of
31 impacts found in the analysis prepared for H1 and H2 (as well as H3 and H4). For modeling
32 information on H1 and H2, please see Appendix 11G, *Supplemental Modeling Results at ELT for*
33 *Alternative 4 at H1 and H2*.

34 **3.7 Environmental Commitments**

35 As part of the project planning and environmental assessment process, DWR will incorporate
36 certain environmental commitments and BMPs into the proposed action alternatives to avoid or
37 minimize potential impacts. These *environmental commitments* refer to design features, construction
38 methods, and other BMPs that have been incorporated as part of the project description to preclude
39 the occurrence of environmental effects that could arise without such commitments in place. These
40 environmental commitments tend to be relatively standardized and are often already compulsory;

1 they represent sound and proven methods that can avoid or reduce the potential effects of an
 2 action—for example, installation of sedimentation barriers and other stormwater protections
 3 during grading—in contrast to mitigation measures that would be necessary to be included as part
 4 of project approval to offset the environmental effects of the proposed action. Environmental
 5 commitments that would be incorporated in the project are described in Appendix 3B,
 6 *Environmental Commitments, AMMs, and CMs*. A number of these commitments are similar to one or
 7 more of the AMMs described under Section 3.6.2.2, *Measures to Reduce Other Stressors*. Because the
 8 AMMs have been specifically designed to avoid and minimize effects on covered species and natural
 9 communities, parallel environmental commitments have been identified in order to recognize the
 10 capacity of these practices to avoid or minimize potential impacts related to other environmental
 11 topics. The full text of these AMMs is included in Appendix 3B, *Environmental Commitments, AMMs,*
 12 *and CMs*. Additional detail about the approach to mitigation is described in Chapter 4, Section
 13 4.2.5.3, *Mitigation Approaches*. DWR will also coordinate planning, engineering, design and
 14 construction, operation, and maintenance phases of the Plan with the appropriate agencies.

15 These environmental commitments apply to BDCP alternatives and non-HCP alternatives and are
 16 separate and apart from those Environmental Commitments that are numbered and that are
 17 associated with previously described conservation measures (described in Sections 3.3.2.2 and
 18 3.6.3).

19 **3.8 SWP Long-Term Water Supply Contract** 20 **Amendment**

21 DWR administers the SWP Long-term Water Contracts (Water Contracts), which are central to SWP
 22 construction, operation, and funding. In return for the state financing, construction, operation, and
 23 maintenance of the SWP facilities, the SWP water contractors contractually agree to repay all SWP
 24 capital and operating costs incurred for the water supply and fish and wildlife mitigation features.
 25 DWR annually charges its 29 SWP water contractors for costs of construction, operation, and
 26 maintenance of the SWP facilities. Various options, or funding methods, could be used separately or
 27 together to provide SWP funding for the construction, operation, and maintenance of a new
 28 conveyance facility described by any action alternative considered for the BDCP/California WaterFix
 29 or for other costs that the SWP contractors would be responsible to fund, such as mitigation for
 30 construction of the facility.

31 One funding method would be to use existing payment provisions of the SWP Water Contracts under
 32 which DWR would charge the SWP water agencies for the costs of the conveyance facility. If SWP
 33 revenue bonds for the facility were issued, this approach by itself could possibly suffice to provide
 34 funding. However, DWR could have interim funding needs pending issuance of revenue bonds, in
 35 which case additional funding mechanisms besides the SWP contract could be used. In addition, not
 36 all SWP contractors may be willing to accept the charges for the new conveyance and may oppose
 37 them without first having an amendment to the water supply contracts as discussed below.

38 As a second funding method to meet interim or additional funding needs, DWR and SWP and CVP
 39 water contractors could enter into funding agreements similar to the funding agreement used for
 40 paying the BDCP-Delta Habitat Conservation Plan and Conveyance Program (DHCCP) planning costs.