



May 14, 2009

**Via E-mail: [BDCPcomments@water.ca.gov](mailto:BDCPcomments@water.ca.gov)**

**Via E-mail: [lori\\_rinek@fws.gov](mailto:lori_rinek@fws.gov)**

Ms. Delores Brown, Chief  
Office of Environmental Compliance  
Department of Water Resources  
P.O. Box 942836  
Sacramento, CA 94236

Ms. Lori Rinek  
Sacramento Fish and Wildlife Office  
2800 Cottage Way, W-2605  
Sacramento, CA 95825

***Re: Environmental Impact Report and Environmental Impact  
Statement for the Bay Delta Conservation Plan***

Dear Ms. Brown and Ms. Rinek:

842 SIXTH STREET

The San Luis & Delta-Mendota Water Authority ("Authority") and Westlands Water District ("Westlands") provide the following comments in response to the February 13, 2009 revised notice of preparation and notice of intent to prepare the environmental impact report and environment impact statement for the Bay Delta Conservation Plan ("BDCP EIR/EIS"). The Authority and Westlands are participants in the process to develop the Bay Delta Conservation Plan ("BDCP") and fully support that effort. BDCP is currently the best opportunity to protect significant portions of California's economy by providing a stable regulatory framework to improve the water supplies available to more than 25 million residents throughout the state, over 100,000 acres of wildlife refuges, and almost 2,000,000 acres of highly productive agricultural lands, while concurrently providing for the conservation of species dependent upon the Sacramento-San Joaquin River Delta.

SUITE 7

P.O. BOX 2157

LOS BANOS

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**1. The Alternatives Analyzed In The BDCP EIR/EIS Must Reflect The Co-Equal Goals Of Restoring and Protecting Water Supply And Providing For The Conservation and Management Of Covered Species**

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The process to develop the BDCP is a voluntary "applicant" driven process. Its origin is a memorandum of agreement executed in July, 2006. At that time, the California Bay-Delta Authority, California Department of Water Resources, California Department of Fish and Game, United States Bureau of Reclamation, United States Fish and Wildlife Service, NOAA Fisheries, Kern

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County Water Agency, Metropolitan Water District of Southern California, Zone 7 Water Agency, Santa Clara Valley Water District, San Luis & Delta-Mendota

Water Authority, and Westlands Water District recognized the need to enable water supply, water quality, ecosystem, and levee projects to progress within a stable regulatory framework. As a result, the parties to the MOA agreed to implement certain interim water supply, water quality, ecosystem, and levee projects (subject to compliance with applicable environmental review under the California Environmental Quality Act and National Environmental Policy Act). Also, DWR, Reclamation, KCWA, MWD, Zone 7, Santa Clara, SLDMWA, and Westlands agreed to pursue development of a conservation plan for the Delta – the BDCP. A copy of the memorandum of agreement is attached.

As established and contemplated under the applicable laws, the BDCP, when completed, will result in authorization to implement actions that will incidentally take species protected under the federal and state endangered species act. Through this process, the Authority and Westlands seek incidental take authorization for (1) operation of Central Valley Project Delta facilities; and (2) associated maintenance, monitoring and other related ongoing activities. When working with other BDCP Steering Committee members on drafting the BDCP Planning Agreement, the Authority and Westlands expressed their interest in the process thus:

The goal of the CVP [in developing the BDCP] is to maximize, on an annual basis, opportunities to deliver water for project purposes. While the volume of water delivered for south of Delta CVP project purposes is currently constrained, it is anticipated that development and implementation of the Bay Delta Conservation Plan will result in improvements to the system to restore south of Delta agricultural, municipal, industrial, and provide supplies for south of Delta environmental purposes.

The system improvements are expected to result from an assessment of the efficacy of existing activities undertaken by the CVP to mitigate, conserve and/or restore affected fish and wildlife. After the review, a new set of activities will be implemented that allow the CVP to achieve its goal while providing concurrent mitigation for the impacts of the CVPs covered activities on, and a level of conservation/restoration for, the covered species.

The challenge facing the BDCP is to propose measures that are designed to minimize and mitigate the effects of the actions proposed for implementation (those actions that will protect and restore water supply), in a manner that not only meets the legal

requirements necessary for the authorization to implement the plan, but exceeds those requirements to provide for the conservation of covered species.

## **2. The BDCP Will Not Cause The Taking Of Delta Water**

Some claim the BDCP will allow Reclamation and DWR to restore water supplies by taking "Delta water." The claim suggests the BDCP will allow Reclamation and DWR to deprive water users within the Delta of water otherwise available to them. The Authority and Westlands are not participating in the BDCP process for that purpose. The BDCP is not a process that would protect and restore water supply by taking "Delta water."

The BDCP is intended to protect and restore to those south of the Delta the intended benefit of the Central Valley Project and State Water Project. It will allow the Central Valley Project and State Water Project to maximize the beneficial use of water that results from significant investment in the construction, operation, and maintenance of storage and conveyance facilities.

In fact, much of the water in the central and south Delta is foreign. Either it is water of the Sacramento River watershed, which is conveyed through the central and south Delta because of the Central Valley Project's Delta cross-channel; a facility that was constructed to increase the amount of water conveyed to the facilities of the Central Valley Project, or, it is water that was previously appropriated to storage in Central Valley Project and State Water Project facilities or diverted as "unregulated" or surplus flow. Therefore, even if the water would have reached the central and south Delta in a state of nature, it would have been present at times of excess; not when the water could have been put to beneficial use.

Clearly, the Delta water users have received a benefit from the use of the Delta channels by Central Valley Project and State Water Project to convey water. Some may now argue the Delta water users were "entitled" to that uncompensated benefit. However, the Courts have been clear: Delta water users may not legally claim any benefit from the Central Valley Project or State Water Project. Not long ago, and in response to a claim by Delta water users, the California Court of Appeal wrote:

"[The riparian user] is not in a position to demand that the [upstream appropriator] shall, by its artificial works, furnish a constant flow of water in [the watercourse] throughout the year. His only rights are those which he would have had under the natural conditions existing before the dam was erected, subject to the deduction of so much of the water as [the upstream appropriator] has continuously applied to a beneficial use. In other words, he cannot require the [upstream appropriator] to discharge any water into the stream during those months in which there would be no flow if no dam had ever been built. He may merely insist that, during the months of

natural flow, the [upstream appropriator] shall permit the escape into the [watercourse] of the surplus of the natural flow over and above what is required to enable the [upstream appropriator] to meet its reasonable needs.”

*State Water Resources Control Bd. Cases* (3d Dist., 2006) 136 Cal. App. 4th 674, 738 (quoting *Lindblom v. Round Valley Water Co.* (1918) 178 Cal. 450, 457).

### **3. Other Stressors Must Be Addressed**

Essential elements of the BDCP are conservation measures intended to address other stressors. The reason for this is simple; multiple factors are adversely affecting the BDCP covered species. In order for the plan to succeed, it must address these other stressors in a manner heretofore ignored. As noted above, a goal of the BDCP is to allow for implementation of actions in a manner that will not only meet the legal requirements necessary to satisfy the federal Endangered Species Act and the state Endangered Species Act and/or Natural Community Conservation Planning Act, but will exceed it. To provide the best opportunity for achieving this lofty goal, the BDCP must address factors that affect the covered species beyond just impacts related to operation of the Central Valley Project and State Water Project. For these reasons, it would be unrealistic to assume the BDCP can achieve more than required by law with such a limited focus.

Thank you for your consideration of these comments.



Ara Azhderian  
Water Policy Administrator  
San Luis & Delta-Mendota Water Authority

**Memorandum of Agreement**  
**For Supplemental Funding for Certain Ecosystem Actions and Support for**  
**Implementation of Near-Term Water Supply, Water Quality, Ecosystem, and Levee**  
**Actions**

**I. Purpose**

Changes in available CALFED funding and the need to enable water supply, water quality, ecosystem, and levee projects to progress within a stable regulatory framework require a new structure that provides regulatory and funding assurances for the actions described herein. The foundation for this framework was established in a Statement of Principles agreed to by the California Department of Water Resources, California Department of Fish and Game, U.S. Fish and Wildlife Service, NOAA's National Marine Fisheries Service, U.S. Bureau of Reclamation, and others. This Memorandum of Agreement (MOA) is intended to further:

1. The development of a conservation plan for the Delta and its upstream basins, hereinafter referred to as the Bay Delta Conservation Plan (BDCP) and to obtain the permits necessary to comply with the California Endangered Species Act and the Federal Endangered Species Act; and
2. The implementation of key interim water supply, water quality, ecosystem, and levee projects, subject to compliance with applicable environmental review under CEQA and NEPA.

**II. Interim Projects**

The Agencies (DWR, DFG, FWS, NOAA Fisheries, and USBR), subject to completion of any required environmental review document and permitting, support implementation of the interim projects described in Attachments B (water supply projects), C (water quality projects), D (ecosystem projects), E (levees and other work in the waterways), and F (project schedules) during development of the BDCP. The current schedules for these interim projects are included in Attachment F and are displayed for information purposes only. The Agencies are committed to following legal process and to consider all points of view, including those of conservation groups or other water agencies that have expressed concerns with the implementation of these interim projects. The development of the BDCP shall not delay the implementation of those interim projects.

1. In the event for reasons beyond the control of the Agencies any interim project is delayed beyond completion of the BDCP, it is anticipated that the BDCP will advance progress of the interim projects. Execution of the

MOA shall not constitute a waiver by any signatory of any right or remedy they may have.

2. Inclusion of interim projects on Attachments B, C, D, E, or F. does not commit state or federal funding beyond that already approved for those interim projects, nor does it constitute agency pre-approval of any project or preferred project alternative or waive or otherwise abridge agency Responsible or Trustee duties required, or discretion authorized, under state and federal law.
3. The interim project lists set forth in Attachments B, C, D, E, and F may be augmented to add additional covered activities if such projects meet agreed upon criteria, including:
  - i. They will not result in stranded investments;
  - ii. They will not impede development and implementation of the BDCP (generally consistent with the BDCP goals);
  - iii. Their implementation and operation shall be based on best available science; and
  - iv. They are consistent with BDCP objectives as they are developed.

### III. Near-Term Funding

Subject to Section V, this MOA proposes to provide, over the next two years, \$60 million in contributions for the BDCP, Species Recovery Capital Fund, Ecosystem Restoration Program, POD Studies, and the 100-Year Vision for the Future of the Delta. This \$60 million does not include the value of the commitments made pursuant to Section III.E for the Environmental Water Account.

In order to provide sufficient supplemental funds, which when combined with state, federal and other funding that will enable implementation of priority ecosystem restoration projects for Delta pelagic and anadromous fish through the end of Stage 1 (December 31, 2007), the following near-term funding is proposed:

#### A. BDCP

1. For calendar years 2006 and 2007, the USBR and DWR on behalf of the State Water Project (hereinafter referred to as The Projects) shall contribute an aggregate of \$3 million annually for the collective use of DFG, USFWS, and NOAA Fisheries for staff and administrative costs related to the development of the BDCP. The budget in Attachment A details how these funds are anticipated to be spent.
2. The Projects and/or other applicants who have activities that will be covered by the BDCP will develop a cost-share agreement as part of the application process for the BDCP, which may provide for reimbursement

- of the The Projects and/or other applicants if new parties are able to utilize work for which The Projects and/or other applicants paid.
3. DFG, USFWS, and NOAA Fisheries will expend contributions made under this section consistent Attachment A.
  4. DFG, USFWS, and NOAA Fisheries shall seek additional contributions for agency costs from other BDCP participants.
  5. DFG, USFWS, and NOAA Fisheries will apply for additional funding through a Federal Endangered Species Act (FESA) Section 6 application.
  6. If new bond funds become available and are appropriated for this purpose, the contributions by The Projects for agency staff and administrative costs shall be reduced accordingly.

#### B. Species Recovery Capital Fund

1. DWR on behalf of the SWP shall contribute a total of \$12 million to a Species Recovery Capital Fund through the end of Stage 1 (December 31, 2007) for restoration projects.
2. Money in this fund contributed by DWR on behalf of the SWP shall only be used to fill funding gaps for identified restoration projects and only if all bond money available for and appropriated for these purposes has been committed.
3. DWR and their contractors will be actively engaged in the selection and management of restoration projects funded by the Species Recovery Capital Fund.
4. The \$12 million contributions on behalf of the SWP shall be credited towards future Delta pelagic and anadromous fish restoration obligations identified under the BDCP.
5. If the BDCP is not completed, or permits are not issued, the SWP contributions shall be credited towards environmental obligations of the SWP.

#### C. Ecosystem Restoration Program

1. The state and federal agencies agree to continue annual contributions of \$15 million from the CVPIA restoration fund, and Four Pumps Fish Mitigation Agreement towards the Ecosystem Restoration Program.
2. The signatories to this MOA anticipate that current contributions under the CVPIA, combined with the Four Pumps Mitigation Agreement, Species Recovery Capital Fund and available bond funds will meet the requirements of the CALFED Conservation Agreement Regarding Multi-Species Conservation Strategy for financing the Ecosystem Restoration Program through the end of Stage 1.

#### D. POD Studies

1. For the calendar years 2006 and 2007, The Projects shall continue to contribute up to an aggregate of \$4 million annually or additional amounts as necessary upon mutual agreement, to research into the causes of the Delta Pelagic Organism Decline.
2. These contributions do not offset other obligations of the SWP or the federal government.

#### E. Environmental Water Account

1. DWR and DFG agree to pursue full public funding from the Legislature as provided in the CALFED ROD and the 2004 MOU that extended Environmental Water Account (EWA) through 2007.
2. Until full public funding is made available for the 2005-2006 state fiscal year, and after exhausting all other Tier II assets and in an attempt to avoid the use of Tier III assets, the SWP will loan EWA up to 80 TAF of water to make up for the current funding shortfall. This loan will be repaid with variable EWA assets or financial assets.
3. Sufficient public resources are identified in the 10-Year Action Plan and, if appropriated, will fully fund the EWA through the 2006-2007 state fiscal year.
4. If public funds are not made available to meet the terms of the 2004 MOU and DFG or DWR require the SWP to provide a non-reimbursable fiscal or water contribution to provide adequate resources for the EWA until December 31, 2007, then DWR on behalf of the SWP may terminate this MOA in its entirety.
5. The EWA Agencies agree to conduct a comprehensive review of the EWA by July 1, 2007, to determine if the program should be continued and, if continued, how it will be sized, managed, and funded for the 2007-2008 state fiscal year and beyond.

#### F. 100-Year Vision for the Future of the Delta

1. The Projects and other water and hydropower project operators will contribute 50% of the cost of the process to develop a long-term vision for the future of the Delta up to a maximum of \$2 million annually not to exceed \$4 million in total.
2. DWR and DFG will obtain at least an equivalent amount of funding from other private or public sources.
3. If bond funding is available for this purpose, the obligations under Section III.F.1 and Section III.F.2 will be reduced proportionally.

#### **IV. Contingent on Appropriation of Funds and Future Actions**

The expenditure or advance of any money, or the performance of any obligation of the United States or the State of California under this MOA, will be contingent upon appropriation or allotment of funds, and, for the United States, is in accordance with 31 United States Code section 1341 (Anti-Deficiency Act). No liability will accrue to the United States or the State of California for failure to perform any obligation under this MOA in the event that funds are not appropriated or allotted.

#### **V. Preserves Rights and Authorities**

All provisions of this MOA are intended and will be interpreted to be consistent with all applicable provisions of state and federal law. The undersigned recognize that public agency signatories to this MOA have specific statutory and regulatory authority and responsibilities, and that actions of these public agencies must be consistent with applicable procedural and substantive requirements. Nothing in this MOA is intended to, nor will have the effect of, constraining or limiting any public entity in carrying out its statutory responsibilities. Nothing in this MOA constitutes an admission by any party as to the proper interpretation of any provision of law, nor is anything in this MOA intended to, nor will it have the effect of, waiving or limiting any public entity's rights and remedies under any applicable law.

This MOA does not delegate from or to any person or entity any existing ability to:

1. make a final decision on a project;
2. modify or halt a project; or
3. pursue a project according to individual legal authority.

Execution of this MOA does not constitute a waiver by any signatory of any right or remedy it may have nor does execution constitute pre-approval of any project or preferred project alternative or waive or otherwise abridge responsible or trustee duties required, or discretion authorized, under state and federal law.

#### **VI. Non-Discriminatory**

The program or activities contemplated under this MOA when and if conducted or funded by any federal agency will be in compliance with the nondiscrimination provisions contained in Titles VI and VII of the Civil Rights Act of 1964, as amended; the Civil Rights Restoration Act of 1987 (Public Law 100-259); and other nondiscrimination statutes: namely, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and American's With Disabilities Act of 1990. They will also be in accordance with applicable federal regulations, which provide that no person in the United States will on the grounds of race, color, national origin, gender,

religion, age, disability, political beliefs, sexual orientation, and marital or family status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance.

## **VII. Termination**

1. This MOA will terminate if the State of California imposes fees or an involuntary financial obligation on any water agency or utility signatory to the MOA for implementation of any CALFED Programs, including, but not limited to the Ecosystem Restoration Program, the Environmental Water Account, or other activities funded under this MOA.
2. The signatories to this MOA recognize that the state is exploring the adoption of a water resources investment fund through an amendment of the California Constitution, and they commit to work cooperatively to develop a water resources investment fund, the implementation of which their principals/boards of directors could support and which would not affect any rights or obligations under this MOA.
3. The termination provision provided under section VII(1) does not apply to a water resources investment fund developed consistent with VII(2) the state may adopt through an amendment of the California Constitution.

## **VIII. Term of the MOA**

Upon DWR, DFG, USBR, USFWS, NOAA Fisheries, and four of the SWP contractors and one of the CVP entities that initialed the Statement of Principles signing this MOA, it will be become effective. Unless terminated, this MOA will remain in effect until December 31, 2007.

## **IX. Signature in Counterparts**

This MOA may be executed in counterparts.

## Attachment A – BDCP Budget

Attachment A: BDCP Budget for DFG, NOAA Fisheries, and USFWS (Fish Agencies) as of July 14, 2006

	Task Lead	Work Task%	Fish Agency Cost Estimates			Schedule			
			2006 Budget (calendar year)	2007 Budget (calendar year)	2008 and beyond Budget	On Going	2006	2007	2008/2009
	Permittees or Wildlife Agencies	Permittees/Consultants	Fish Agencies						
1.0 Project Set-Up	Varies by task	Varies by task	Varies by task	\$211,619	\$40,000	??			
2.0 Project Administration and Meetings	Varies by task	Varies by task	Varies by task	\$133,229	\$266,458	??			
3.0 Interim Project Notification Process	Varies by task	Varies by task	Varies by task	\$38,855	\$38,855	??			
4.0 Public Involvement and Outreach	Varies by task	Varies by task	Varies by task	\$312,958	\$312,958	??			
5.0 Scientific Advisory Process	Joint Effort with CALFED Science Program	Varies by task	Varies by task	\$374,105	\$374,105	??			
6.0 Project Delineation	Permittees	Varies by task	Varies by task	\$164,447	\$164,447	??			
7.0 Compile and Collect Data	Joint Lead	Varies by task	Varies by task	\$257,218	\$357,218	??			
8.0 Covered Activities, Covered Species, and Natural Communities	Varies by task	Varies by task	Varies by task	\$305,195	\$593,900	??			
9.0 Conservation Strategy	Varies by task	Varies by task	Varies by task	\$335,636	\$634,783	??			
10.0 Conservation Plan Components and Impact Analysis	Permittees	Varies by task	Varies by task	\$120,000	\$542,000	??			
11.0 Economic Analysis	Permittees	Varies by task	Varies by task	\$0	\$50,000	??			
12.0 Conservation Plan Preparation	Permittees	Varies by task	Varies by task	\$196,084	\$365,361	??			
13.0 NEPA/CEQA Compliance	Agencies	Varies by task	Varies by task	\$0	\$150,000	??			
14.0 Implementing Agreement (IA)	Joint Effort	Varies by task	Varies by task	\$0	\$150,000	??			
15.0 Final ESA Compliance (NMFS and USFWS)	Agencies	Varies by task	Varies by task	\$0	\$0	??			
16.0 Final CA Fish & Game Code Compliance (DFG)	Agencies	Varies by task	Varies by task	\$0	\$0	??			
<b>SUBTOTAL (Task #1 – #6)</b>				<b>\$1,235,212</b>	<b>\$1,196,822</b>	<b>\$0</b>			
<b>SUBTOTAL (Task #7 – #13)</b>				<b>\$1,214,133</b>	<b>\$2,693,262</b>	<b>\$0</b>			
<b>SUBTOTAL (Task #14 – #17)</b>				<b>\$0</b>	<b>\$150,000</b>	<b>\$0</b>			
<b>TOTAL</b>				<b>\$2,449,345</b>	<b>\$4,040,084</b>	<b>\$0</b>			
			<b>GRAND</b>			<b>\$6,489,430</b>			

## Attachment B - Water Supply Projects<sup>1</sup>

- SDIP with Integrated Operations, Banks 8500 cfs, Dredging
- CVP-SWP Intertie
- San Luis Low Point Improvement Project

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<sup>1</sup> "Core" Delta Projects previously identified by principals

## Attachment C - Water Quality Projects<sup>2</sup>

- CCWD Alternative Intake Project
- Contra Costa Canal Encasement Project
- Franks Tract Pilot Project
- San Joaquin River Salinity Management<sup>3</sup>
- Old River and Rock Slough Water Quality Improvement Projects (completed 11/05)
- Operable Gates<sup>4</sup>

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<sup>2</sup> "Core" Delta Projects previously identified by principals

<sup>3</sup> Includes salinity reduction in Westside/Grasslands area, recirculation, water purchases, and real time management. Developing and implementing a plan to meet existing Vernalis water quality standards and objectives is a separate action under the Program plan.

<sup>4</sup> This project is intended to protect water quality for South Delta irrigators and migratory salmon, but could adversely affect water quality for other water users

## Attachment D – Ecosystem Projects

- ERP MYPP projects funded by existing ERP funding sources
- Environmental Water Account
- Restoration projects funded by the Species Recovery Capital Fund

## Attachment E - Levee Projects<sup>5</sup>

- Levee Subventions
- Special Projects
- Delta Risk Management Strategy
- Levee Subsidence Control
- Emergency Management and Response Plan

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<sup>5</sup> These are the elements in the current Program Plan for the Levee Program

## Attachment F - Interim Project Schedules

Water Supply Actions	Program Plan (Lead Agency)	ROD Target Date	DIP 8/04 Target Date	Expected Date	Comments
SWP/CVP Integration Plan ➤ Complete SWP/CVP Operations Criteria and Plan and BO and early consultation ➤ Complete Response Plans required by D-1641 for Joint Point of Diversion ➤ Complete NEPA/CEQA ESA and public review of interim SWP/CVP operations ➤ Implement interim SWP/CVP operation actions	Conveyance (USBR/DWR)		Summer 2004  Aug 2004  Early 2005  2005	Completed Fall 2004  Completed Aug 2004  Schedule under development  Schedule under development	JPOD approvals needed each year for those that are not long term approvals





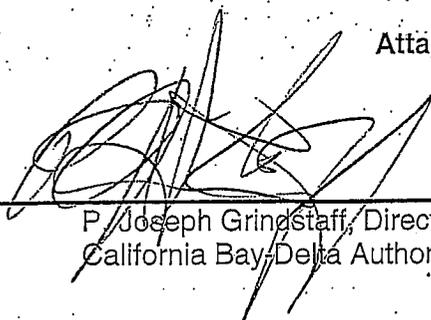
Water Quality Actions (Cont)	Program Plan (Lead Agency)	ROD Target Date	DIP 8/04 Target Date	Expected Date	Comments
<p>San Joaquin River Salinity Management Plan</p> <ul style="list-style-type: none"> <li>➤ Coordinated Drainage Strategy</li> <li>➤ Salt Load Management and Reduction <ul style="list-style-type: none"> <li>- SJRIP</li> <li>- EIS for San Luis Drainage Feature</li> <li>- Drainage management of Managed Wetlands</li> </ul> </li> <li>➤ Recirculation <ul style="list-style-type: none"> <li>- Draft Feasibility Study and EIS/R</li> <li>- Final Feasibility Study and EIS/R</li> </ul> </li> <li>➤ Voluntary Water Exchanges and Transfers</li> <li>➤ Real Time Monitoring</li> <li>➤ Coordination of East Side Tributary Operations</li> <li>➤ Westside Groundwater Management</li> </ul>	Water Quality (DWR)	Start source control measures by 2003.	<p>Begin study by summer 2004</p> <p>Initiate studies by fall 2004</p> <p>Initial draft by Oct 2004</p> <p>Initial draft by March 2004</p>	<p>Ongoing</p> <p>2010</p> <p>June 2006</p> <p>Schedule under development</p> <p>Dec 2007</p> <p>Nov 2008</p> <p>Ongoing</p> <p>Ongoing</p> <p>Ongoing</p> <p>2010</p>	<p>SJRIP is being incorporated into the larger Westside Regional Drainage Plan.</p> <p>Part of the Westside Regional Drainage Plan. Proponents propose to pump to lower regional groundwater levels, therefore reducing subsurface drainage discharges into SJR. Excess water will be transferred to CVP.</p>

Water Quality Actions (Cont)	Program Plan (Lead Agency)	ROD Target Date	DIP 8/04 Target Date	Expected Date	Comments
<p>Old River and Rock Slough Water Quality Improvement Projects</p> <ul style="list-style-type: none"> <li>➤ Complete construction of Veale and Byron tracts drainage improvements</li> <li>➤ Complete construction of first phase Canal lining project</li> </ul>	Water Quality (DWR)	Before permanent operable gates		<p>Completed Jan 2006</p> <p>Jun 2009</p>	
<p>Franks Tract</p> <ul style="list-style-type: none"> <li>➤ Complete feasibility and EIR/EIS Study (pilot project)</li> <li>➤ Implement pilot project construction and monitoring</li> </ul>	Water Quality (DWR)			<p>April 2010</p> <p>June 2011</p>	Currently CEQA/NEPA process is being initiated. If it is determined ( by June 2007) that a Mitigated Negative Declaration is sufficient for the pilot project, then the pilot project implementation will be done by June 2008.
<p>Relocation of M&amp;I Intake</p> <ul style="list-style-type: none"> <li>➤ Complete evaluation of water quality improvements</li> </ul>	Water Quality (CCWD)			Date to be determined	CCWD is proceeding with scoping and environmental documentation

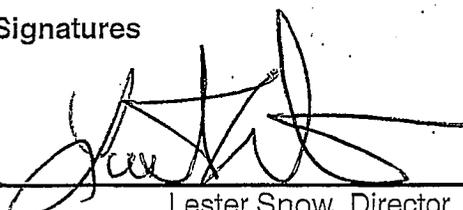
Delta Levees Actions	Program Plan	ROD Target Date	DIP 8/04 Target Date	Expected Date	Comments
<p>Delta Levees</p> <p>Implement the Levee System Integrity Multi-Year Program Plan (including Base Level Protection, Special Improvements Projects, Delta Risk Management Strategy, Subsidence Best Management Practices, and Levee Emergency Management and Response).</p>	<p>Levee System Integrity (DWR)</p>			<p>Years 5-8</p>	<p>State and local funding has addressed maintenance and slow incremental levee improvements. The absence of federal funding and reduced local cost share envisioned in the ROD has severely limited the ability of the program to obtain base-level protection. Unless legislation is passed to extend the sunset date the ability of the program to achieve results will be further reduced on July 1, 2006. A Delta Risk Management Strategy study is now underway.</p>

Environmental Protection Actions	Program Plan	ROD Target Date	DIP 8/04 Target Date	Expected Date	Comments
Environmental Water Account > Decision on continuing short-term EWA > Draft EIS/EIR on long-term EWA > Final EIS/EIR on long-term EWA > Comprehensive Review of EWA	Environmental Water Account (DWR)		Sept 2004 Jun 2005 Dec 2005	Completed Sept. 2004 Dec 2006 Dec 2007 Dec 2007	DWR, USBR, USFWS, NOAA Fisheries and CDFG completed Long-Term EWA EIS/EIR public scoping meetings in March 2005 Conducted prior to implementation of Long-Term EWA to inform decisions regarding purpose and need

Attachment G – Signatures



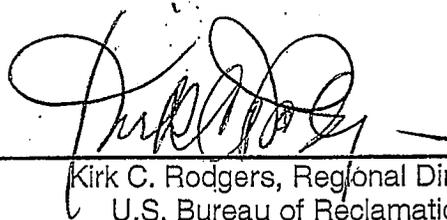
P. Joseph Grindstaff, Director  
California Bay-Delta Authority



Lester Snow, Director  
California Department of Water Resources



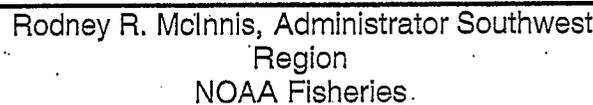
Ryan Broddrick, Director  
California Department of Fish and Game



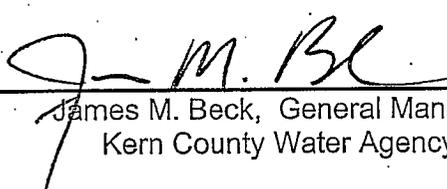
Kirk C. Rodgers, Regional Director  
U.S. Bureau of Reclamation



Steve Thompson, California/Nevada  
Operations Manager  
U. S. Fish and Wildlife Service



Rodney R. McInnis, Administrator Southwest  
Region  
NOAA Fisheries.



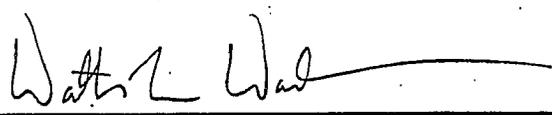
James M. Beck, General Manager  
Kern County Water Agency



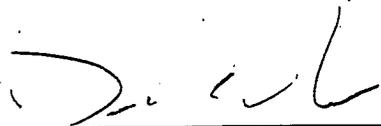
Jeffrey Kightlinger, General Manager  
Metropolitan Water District of  
Southern California



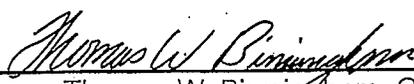
Dale Myers, General Manger  
Zone 7 Water Agency



Walter L. Wadlow, Chief Operating Officer  
Santa Clara Valley Water District



Daniel G. Nelson, Executive Director  
San Luis and Delta-Mendota Water Authority



Thomas W. Birmingham, General  
Manager/General Counsel  
Westlands Water District