



## OFFICE OF THE GOVERNOR

### **PRINCIPLES FOR VOLUNTARY AGREEMENTS**

*"Integration across and between all voluntary and regulatory efforts may be necessary to truly achieve basic ecological outcomes. The administration, with the involvement of stakeholders, will build on the work in tributaries to the Sacramento and San Joaquin rivers, analyze the many voluntary and regulatory proceedings underway related to flow criteria, and make recommendations on how to achieve the salmon and steelhead and ecological flow needs for the state's natural resources through an integrated, multi-pronged approach."*  
*Governor's California Water Action Plan, 2014*

### **PURPOSE**

The purpose of the Voluntary Agreements is to help achieve implementation of the State Water Resources Control Board's water quality objectives in the Water Quality Control Plan to benefit fish and wildlife resources while protecting reliable water supply for agriculture, drinking water, hydropower, and other competing beneficial uses.

### **GOAL**

The goal is to negotiate durable and enforceable Voluntary Agreements that will be approved by applicable regulatory agencies, will represent the program of implementation for the water quality objectives for the lower San Joaquin and Sacramento Rivers and Delta, will forego an adjudicatory proceeding related to water rights, and will resolve disputes among the parties regarding water management in the Sacramento-San Joaquin-Bay-Delta Watershed.

### **WATER QUALITY CONTROL PLAN**

The Parties will work to submit one or more Voluntary Agreements to the State Water Board as an alternative approach to implementation of the State Water Board's Bay-Delta Water Quality Control Plan actions in the Sacramento and San Joaquin Basins. The agreements could be used as the basis for the State's water quality certification for any Clean Water Act Section 401 action to implement the Water Quality Control Plan.

### **GEOGRAPHIC SCOPE**

The intended geographic scope of the Voluntary Agreements will include the Sacramento River and its tributaries, the San Joaquin River, from its confluence with the Merced River downstream to the Delta, and its tributaries, the Stanislaus, Tuolumne and Merced Rivers; and the Delta.

### **TERM**

The term of the Voluntary Agreements will be 12 to 15 years, a sufficient duration to allow multiple generations of fishes to spawn, rear and migrate, to allow for new flows to be implemented and monitored/evaluated, and for many non-flow measures to be permitted, funded, constructed and monitored/evaluated to determine the efficacy of the action.

## **WATERSHED**

The Parties will consider the individual circumstances of each watershed recognizing one size does not fit all. The watershed approach will take into account all beneficial uses of the watershed including but not limited to fish and wildlife, and the uses of water within and outside the watershed for municipal, industrial and agricultural supply.

## **CLIMATE CHANGE**

The parties will evaluate, analyze and model climate change to the extent feasible and will integrate this analysis into the agreements, particularly as related to changing hydrology and ambient air temperature, and adaptation of species to these changes.

## **FLOW MEASURES**

The Parties will negotiate appropriate flow measures that the water agencies can provide to achieve water quality objectives and benefit fish and wildlife. This will include all water year types, including critically dry years, and multiple dry year sequences.

## **NON-FLOW MEASURES**

The Parties will identify appropriate non-flow measures to benefit fish and wildlife. These may include, but are not limited to, instream habitat restoration, conservation easements, floodplain habitat restoration, gravel augmentation, predator suppression, forestry, wetlands, groundwater recharge, municipal and industrial water conservation, and agricultural water conservation.

## **INTEGRATION**

Flow and non-flow measures will be managed in an integrated manner. Such integration, based on biological goals/objectives, and environmental targets, will allow the mix of flow and non-flow measures to meet or exceed the water quality objectives. The Parties will consider the possibility that water released or bypassed to meet or exceed the regulatory requirements could be paid for by a third party who benefits from such flows. A portion of the payments received by a party for such water released could be designated for instream projects and monitoring.

## **DELTA OUTFLOWS**

The Parties will negotiate appropriate flows and operations to achieve appropriate Delta flow criteria and outflow objectives. Flow requirements in each of the tributaries and main stem rivers will, when taken as a whole, be sufficient to achieve downstream flow requirements for the Bay-Delta estuary.

## **GROUNDWATER**

The Parties will work within the watershed approach to promote sustainable groundwater basins for municipal, industrial and agricultural water supply. The parties will consider the potential to achieve flow requirements or create alternative water supplies through conjunctive use. The Parties will work within their respective groundwater basins under their jurisdictions to implement the Sustainable Groundwater Management Act.

### **TIMING**

The Parties expect to work expeditiously to achieve Voluntary Agreements, recognizing the schedule of the Water Quality Control Plan process, and recognizing the desire to achieve immediate environmental benefits.

### **FUNDING**

Funding for the measures will need to be identified and apportioned between the parties including the State. Funding commitments, subject to approval by the appropriate legislative bodies, will be part of the Voluntary Agreements.

### **CEQA**

The parties anticipate that the State Water Board's CEQA document, prepared for Phases I and II of the Water Quality Control Plan update, will provide programmatic coverage for some components of the Voluntary Agreements. Project-specific CEQA analysis will be undertaken by the Parties, as appropriate and necessary, to implement the agreed upon flow and non-flow measures.

### **MONITORING, ASSESSMENT, REPORTING, AND ADAPTIVE MANAGEMENT**

The Parties will work to develop provisions for monitoring, assessment of effectiveness, information reporting, and adaptive management that will be used to optimize implementation of the flow and non-flow measures. The Parties will develop annual reports to describe all operations, findings, or analysis from the prior year; as well as triannual independent peer review organized by the Delta Science Program.