



Other Settlement Features

There are many other aspects to the settlement agreement, which includes the following provisions:

Management and Oversight

RESTORATION ADMINISTRATOR

- **A Restoration Administrator Position** is to be established to help implement the agreement and advise the Interior Department on how the river Restoration Hydrographs are to be implemented, when Buffer Flows may be needed, river channel and fish passage improvements, reintroduction of salmon, interim flows for data collection purposes, targets, goals and milestones for successful implementation of the fishery program and coordination of flows with downstream tributary fishery efforts. Appointment will be for a six-year term.

TECHNICAL ADVISORY COMMITTEE

- **A Technical Advisory Committee** will be created to advise the Restoration Administrator. It will include two representatives from each of the plaintiffs and Friant defendants as well as two members mutually agreed upon, but none are to be federal employees. Terms are to be for three years.

THIRD PARTIES

- **Opportunities for input from third parties** with an interest in the river and its restoration will be made available. Public participation will also be welcomed in various programs and as part of the environmental review process. The Interior Department will be able to enter into Memorandums of Understanding with third parties.

The Program

NO CHANGES IN FLOWS THROUGH 2025

- **No changes in scheduled Restoration Flows** are anticipated through December 31, 2025. During the first six months of 2026, requests to increase or decrease flows can be made to the U.S. District Court, which would refer the issue to the State Water Resources Control Board. Before any changes could be made, the State Board would have to consider the success of the Restoration and Water Management goals, economic and environmental impacts, and reasonableness of the proposed change under the California Constitution.

THE FUNDING PLAN

- **The Restoration and Water Management goals and activities will require a significant financial investment.** To fund them, the Settlement dedicates the \$7 per acre foot “Friant Surcharge” (approximately \$8 million per year) and up to \$2 million of Restoration Fund Payments, all assessed to and paid by Friant water users under the Central Valley Project Improvement Act, for use by the program. It also dedicates the capital repayment of CVP water rates paid by Friant contractors to the program for nine years and permits Settlement monies to be used for the Water Management and Restoration goals. Friant program contributions are capped and committed prospectively at current Restoration Fund and Surcharge Payment levels. The Settlement provides for bonding, guaranteed loans or other financing using annual payments for debt service. It anticipates State of California fiscal participation.

LONG-TERM WATER SERVICE CONTRACT AMENDMENTS

- **When the Friant Division’s long-term renewal contracts were enacted in 2001,** they included a stipulation requiring necessary contract amendments to reflect and be consistent with any Settlement agreement. Such a provision is part of the Settlement and long-term contracts are kept in place. No further National Environmental Act or Endangered Species Act compliance actions for the contracts are required.

RESOLUTION OF DISPUTES

- **Procedures are included for the parties to attempt to resolve disputes** by meeting and conferring. Should that be unsuccessful, services of a neutral third party are to be used. Finally, the parties could turn to the U.S. District Court.

FEDERAL LEGISLATION

- **Certain Interior Department actions called for in the settlement** require Congressional authority. An exhibit to the agreement contains legislative language that will be introduced in Congress to implement the Settlement. It is referred to as the “San Joaquin River Settlement Act.” Passage of this legislation in substantially the same form as the exhibit is critical because any party could void the Settlement if the legislation were not enacted.

STATE INVOLVEMENT

- **Although the State of California is not a party** to the litigation or Settlement agreement, agencies under Governor Schwarzenegger’s administration including the California Department of Water Resources and California Department of Fish and Game, have expressed a strong desire to participate in implementation of the San Joaquin River program. A Memorandum of Understanding defining the state’s role has been drafted as an appendix to the Settlement agreement.