



**California Department of Fish and Wildlife
Bay Delta Region
2825 Cordelia Road
Fairfield, CA 94534**

California Endangered Species Act
Incidental Take Permit No. 2081-2019-022-03

PROSPECT ISLAND HABITAT RESTORATION PROJECT

I. Authority:

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4).

Permittee:	Department of Water Resources
Principal Officer:	Dan Riordan, Environmental Program Manager Tidal Habitat Restoration Section
Contact Person:	Ling Chu, (916) 376-9826
Mailing Address:	3500 Industrial Boulevard West Sacramento, CA 95691

II. Effective Date and Expiration Date of this ITP:

This ITP is effective as of the date signed by CDFW below. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **December 31, 2028**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.7 of this ITP.

¹Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill".])

²The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

III. Project Location:

The Prospect Island Habitat Restoration Project (Project) is located on Prospect Island, upstream of the confluence of Cache Slough and Miner Slough, in the northern Sacramento-San Joaquin Delta, in Solano County; Latitude 38°15'12.30"N, Longitude 121°39'29.90"W; in Township 5 North, Range 3 East of the Liberty Island and Rio Vista U.S. Geological Survey (USGS) maps; Assessor's Parcel Numbers 0042-210-260, 0042-210-250, 0042-210-80, 0042-210-290, 0042-240-360, and 0042-240-370. The Project is bounded on the east by Miner Slough, on the south by the Miner Slough Wildlife Area, on the west by the Sacramento Deep Water Ship Channel (DWSC), and on the north by a levee running from Arrowhead Harbor Marina to the DWSC (Figure 1).

IV. Project Description:

The Project will restore up to 1,600 acres of tidal wetlands and associated habitats in Solano County. The Project will restore approximately 472 acres of tidal perennial marsh and 1,043 acres of tidal freshwater emergent wetland habitats, including access to over 9 acres of riparian and scrub-shrub vegetated levees. The Project will benefit native fish species, such as rearing salmon and Delta smelt, and the greater tidal flows will result in increased availability of wetland-derived primary and secondary production to the surrounding areas. A portion of the Project (the Fish Restoration Program's (FRP) portion) is intended to help fulfill Department of Water Resources' (DWR) 8,000-acre tidal habitat restoration obligations contained within Reasonable and Prudent Alternative (RPA) of the U.S. Fish and Wildlife Service (USFWS) Delta Smelt Biological Opinion for long-term coordinated operations of the State Water Project (SWP) and the federal Central Valley Project (CVP) (Service File No. 08FBTD00-F-0164). The remaining, or "non-FRP" portion of the Project is intended to be applied to meet other regulatory needs of the Permittee.

Project activities include a suite of actions necessary for site preparation: implementing avoidance and minimization measures, levee repair, island dewatering, tule stockpiling, vegetation clearing and grubbing, infrastructure removal, construction of internal restoration features (e.g., ramps, channel network, berms, benches, topographic mounds), revegetation planting, weir construction, levee breaching, and post-restoration monitoring and maintenance. Permittee will construct the Project per the "2024-05-14 Prospect Island Restoration Project – Bid Set" design submitted to CDFW on June 4, 2024. See Figure 2 for general Project design features.

South Property Levee Repair: In order to dewater Prospect Island, Permittee proposes to permanently repair the Miner Slough levee at two low sites (Levee Low Point Repair Sites 1 and 2, with Site 2 consisting of two adjoining repair sites) and to temporarily repair the levee at the South Breach Temporary Repair Site. Permittee will place approximately 2,000 cubic yards (cy) of fill over a 0.5-1.0-acre area below Mean Higher High Water (MHHW) and approximately 2,000 cy of fill above MHHW to restore the southern Minor Slough levee to its original design elevation. The Project will remove approximately an acre of riparian habitat (primarily Himalayan blackberry and willows) to conduct repair activities. Upon Project

completion, Permittee will replant the South Breach Temporary Repair Site and the Levee Low Point Repair Sites with native riparian plants.

- At the South Breach Temporary Repair Site, Permittee will place soil and rock fill at the end of the Miner Slough spur channel (to be removed during final breaching).
- At Levee Low Point Repair Site 1, Permittee will place fill in a small depression in the levee crown south of the spur channel repair site, which require in-water work.
- At Levee Low Point Repair Site 2, Permittee will place fill in two small depressions in the levee crown south of the spur channel repair site and near the southern tip of the Miner Slough levee.

Although filling of the depressions in the levee crown at the Levee Low Point Repair Sites will require some in-water work, Permittee will conduct most of the work on the landside and crown, to the extent possible, to avoid impacts to waterside habitats in Miner Slough. Construction materials and equipment may access the site along the Miner Slough levee and/or by barge. The South Breach Temporary Repair Site will require in-water work to seal the breach. Construction materials and equipment will access the site either by barge or along the Miner Slough levee. Once the temporary breach repair is no longer needed, Permittee will remove and reuse on-site materials placed to seal the leaky breach.

Dewatering: Both the north and south properties of Prospect Island are currently flooded. Permittee proposes to clear and rehabilitate the existing agricultural drainage ditch network and install temporary pumps at low points. Permittee may construct temporary drainage ditches to facilitate dewatering the south property. Permittee will dewater the island between April 15 and October 31 of each year and will dewater the island in two phases. During Phase 1, pumps along the north side of the cross levee will be used to discharge into the south property where water will pass through the existing leaky breach into the spur channel. Once the South Breach Temporary Repair Site is sealed, Phase 2 drainage will route all pump discharges from the north and south properties to Miner Slough. As no functional electrical service remains to Prospect Island, Permittee will use pumps that are diesel-powered or electrically-powered using diesel generators. Permittee will use drainage pumps during the construction period to manage interior water levels. Permittee will use ditch checks, wattles, hay bales or other Best Management Practices (BMPs) to limit suspended sediments from reaching the drainage sumps.

Clearing: Following initial site dewatering, Permittee proposes to clear and grub existing vegetation within a 100-foot buffer of the construction footprint (e.g., excavated channel network, toe berm, bench, roads, ramps). Permittee will disc in place the clear and grubbed vegetation within moderate subtidal areas (<0 ft NAVD 88). To limit the potential for disturbance to ground nesting birds, existing vegetation will be rolled flat within an additional 150 ft buffer zone outside of the buffer described above using a tow-behind roller between August 15 and February 15, outside the bird nesting season. To limit habitat for ambush predators within shallow subtidal (0.0 to 2.1 ft NAVD 88) habitats, Permittee will remove existing trees and woody debris. Permittee will leave in place trees at intertidal elevations (2.1

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to 6.5 ft NAVD 88) that are outside of the construction footprint and buffer areas described above to serve as snags within future emergent wetland habitats.

Permittee will use heavy equipment (e.g. bulldozers, excavators, rollers, tractors) to clear smaller trees, brush, and debris within designated clear and grub areas. Any larger trees will be cut down and bucked by hand crews using chain saws. Larger tree trunk/limbs and root wads (i.e., large woody debris) will, to the extent practicable, be re-used on site to enhance habitat structure along the upland edge of the intertidal zone. Permittee will chip, transport, and disc all plant debris, excluding large woody debris retained for future use, within the moderate subtidal areas.

Temporary Ramps, Roads, and Staging Areas: Permittee will construct and create temporary access ramps, roads, and staging areas within the Project site. Clean fill used to construct ramps and roads will be imported by barge and/or trucks. Ramps and roads may be surfaced with aggregate road base and will be generally aligned with the constructed channel network and breach locations. The number, location, and dimensions of ramps will be determined during final design.

Permittee will use an approximately 6.7-acre area north of the cross-levee as a temporary staging area and parking. Permittee will also establish and use temporary or “moving” staging areas closer to work sites to minimize vehicle emissions and wildlife disturbances. Permittee will enclose all staging areas with exclusion fencing with gates that will remain open during work hours and closed during non-work hours. Following construction of the internal Project features, materials used for the construction of temporary access road and ramps will be beneficially reused on-site to the extent practicable. Additionally, one to three access ramps will be kept in place to facilitate restoration monitoring activities, e.g. boat launch use, beach seine site.

Invasive Plant Species Control: The Project will remove invasive plants to the greatest extent practicable. For invasive aquatic species, the first control measure will be to dewater the site. Following initial site dewatering, either a tractor/boom or an aerial application of State Water Resources Control Board-approved aquatic herbicides (i.e., imazapyr, glyphosate, or other similar products; possibly aminopyralid, if it is approved before Project implementation) will be used to target invasive aquatic plant species in moderate subtidal habitats. Permittee will remove invasive terrestrial plant species in upland habitats by mechanical methods (e.g., excavation, mowing) as well as spot application of herbicides. Treated plant materials will be cleared and disked in place.

Infrastructure and Debris Removal: The Project will remove and properly dispose of the existing nonoperational pump stations and siphon. The pump station and siphon pipes will be excavated from the levee crown and then the void in the levee will be backfilled and compacted to the pre-existing elevation. An existing culvert with a flap gate and screw gate will be disassembled and the culvert section running through the levee will be removed and backfilled with soil. Remnant structures and debris will be removed for proper disposal off-site. The Project will coordinate with Pacific Gas and Electric Company to remove the existing electrical distribution infrastructure on the north property.

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Channel Network. Permittee will excavate the interior channels to fixed invert elevations ranging from -3 to -4 ft NAVD 88, invert widths of 45 to 90 ft, and side slopes of 2:1. Channel segments connecting to breaches will have gradual longitudinal slopes. Invert widths of these connecting channel segments will narrow from the widths of the breach inverts to the widths of the constructed channel inverts at a uniform angle, over the length of the connecting segment. Permittee will excavate approximately 333,000 cy of material within 47.8 acres to create the channel network. Suitable excavated material will be re-used on-site.

Block or Fill Remnant Agricultural Ditches: Permittee will construct approximately 0.8 acres of ditch blocks by placing and compacting fill, from excavated channels, up to the elevation of the surrounding subsided land surface. The lengths of these ditch blocks will vary, based on the sizes and positions (intersecting angles) of the ditches, and estimated flow velocities.

Interior Topographic Features: Permittee will build 0.5 acres of interior topographic features by side casting excavated materials adjacent to the constructed channels. These mounds will be built up to approximately Mean High Water (MHW) to MHHW (6–6.5 ft NAVD 88), with side slopes of approximately 5:1 to 10:1. Permittee will use approximately 4,165 cy of material to create these topographic features.

Eastern Toe Berm: Permittee will construct a 9.8-acre eastern toe berm along the interior side of the eastern levee, at a 20:1 slope from elevation 9 ft NAVD 88 down to the approximate MHHW, and at 10:1 from MHHW down to existing grade. Permittee will determine exact dimensions based on quantities of on-site materials available to construct this feature. Permittee will clear the toe berm footprint and place, grade, and compact excavated soil from the channel network to build the toe berm. The berm will be hydroseeded with native grasses and planted in key locations with native riparian vegetation to facilitate natural recruitment and minimize erosion. The estimated total volume placed for creation of this feature is approximately 41,000 cy.

Eastern Intertidal Bench: Permittee will construct a 61.0-acre eastern intertidal bench with a slope of approximately 20:1 from elevation 6.5 ft to 3.5 ft NAVD 88. The slope will then decrease to 280:1 from elevation 3.5 ft to 2.1 ft NAVD 88 (roughly Mean Lower Low Water (MLLW)), and at 5:1 from 2.1 ft NAVD 88 until the bench edge elevation reaches existing grade. Exact dimensions will be determined based on quantities of materials available to construct this feature. The intertidal bench footprint will be cleared and excavated soil from the channel network will be placed, graded, and compacted as determined by final design. Native wetland vegetation may be planted in areas that form open water edge habitat following breaching. The estimated total volume placed for creation of this feature is approximately 333,000 cy.

Internal Cross Levee: Permittee will breach the cross levee between the north and south properties. The breach invert elevation would be at -4ft NAVD 88, to match that of the constructed channel network in the south property and the existing grade in the north property adjacent to the cross levee. Invert width will be approximately 220 ft, with side slopes of approximately 2:1. Approximately 18,000 cy of material will be excavated below MHHW to create this 1.7-acre feature. Excavated soils will be reused to fill the existing

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borrow ditch that runs along the north side of the internal cross levee to elevation -3ft NAVD 88 at the breach. Permittee will fill in the borrow ditch to at least 100 ft to either side of the cross levee breach to create ditch blocks.

Breach Velocity Dissipation Feature: Permittee will construct a breach velocity dissipation feature at the north breach to test an experimental design that could minimize strong velocity gradients where predatory fishes could congregate and prey upon smaller fishes. Permittee will construct gradually sloping grade transitions at one breach location. Excavated channel network fill will be placed on the interior side of the levee and graded to the appropriate design dimensions. The breach interior will slope downward longitudinally along the banks of the constructed channel inside the breach, and laterally along the interior toe of the levee.

High Stage Overflow Weir: Permittee will construct an overflow weir near the northeast corner of the island by lowering a section of the existing Miner Slough levee. An excavator will remove approximately 26,500 cy of fill above MHHW and 2,600 cy of fill below MHHW. This overflow weir will take the form of a wide, armored notch in the levee, with an invert elevation at 7 ft (NAVD 88), an invert width at 1,000 ft, and weir slopes to the levee crest of 6%. Road width atop the weir will be wider than the existing levee road. To provide scour and erosion protection for the weir, Permittee will armor the weir with open-cell concrete block (such as a precast articulated concrete block mattress) and rock material, including tying the weir into existing riprap along the waterside of the Miner Slough levee.

Planting and Revegetation: Permittee will plant native wetland vegetation in highly energetic open water edge habitats prone to erosion. This includes exposed portions of the eastern toe berm and intertidal bench. In addition, a larger experimental plot of wetland vegetation will be planted along the intertidal bench to provide information on the relative success of planting methods and to compare vegetation establishment between planted and unplanted areas. Permittee will leave the remainder of the intertidal bench unplanted to allow for natural colonization. Permittee will also plant approximately 3.6 acres of riparian trees and shrubs to compensate for riparian habitat removal at the levee repair and breach locations and at the weir construction site.

Following construction, Permittee will hydroseed bare soil with native grasses along interior levee slopes. In addition, planting of native riparian vegetation, containing both canopy and understory trees and shrubs, will occur along upper slopes of the eastern toe berm, within the upland staging area, as well as along the interior of the DWSC levee.

Levee Breaching: Permittee proposes to breach the Prospect Island levee, along Miner Slough, at two locations: one in the north portion of Prospect Island, approximately 2.9 miles south of Arrowhead Harbor Marina, near the internal cross levee, and the second in the south property, at the South Breach Temporary Repair Site. Excavators will remove levee material and handle it in one or more of the following ways: (1) directly place it within the site interior near the levee breach, (2) spread on the top or interior side slopes of the levee as reinforcement, (3) load it into dump trucks and haul to the northern staging area near the DWSC, (4) or load it into dump trucks and haul it off-site.

The constructed breach invert widths will be 510 ft for the north property and 394 ft for the south property. Permittee will remove approximately 43,316 cy of material above MHHW and approximately 51,000 cy below MHHW. Permittee proposes to place approximately 9,000 cy of rock slope protection on the interior, exterior, and levee end slopes near the breach. The rock slope protection will be imported using barge and trucks and will be placed from the levee crest down to the base of the slope in the water. At the south breach, Permittee will reuse rock from the temporary levee repair to armor the exposed levee ends.

Construction Timeline: Permittee estimates Project construction will take three years, with construction year one starting in 2024. In year one, Permittee proposes to dewater the north property; conduct fish rescue, control invasive plants; construct access roads and ramps; clear and grub the north property; excavate interior channels; demolish and remove debris, structures, and pump station; construct toe berms and bench; repair south property levee; and potentially dewater and clear and grub south property. In year two, Permittee proposes to dewater south property; conduct a fish rescue on the south property; control invasive plant species; excavate interior channels; conduct final grading on north property; breach cross levee; remove access roads and ramps; conduct plantings and revegetation; and conduct irrigation and water level management. In year three, Permittee proposes to continue irrigation and water level management; potential spot herbicide treatment; vegetation maintenance; construction of high stage overflow weir; and breach Miner Slough levee.

V. Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

<u>Name</u>	<u>CESA Status</u> ³
1. Giant Garter Snake (<i>Thamnophis gigas</i>)	Threatened ⁴

This species and only this species is the “Covered Species” for the purposes of this ITP.

VI. Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include equipment mobilization and demobilization; levee repair activities; dewatering of island; creation of temporary roads, ramps, stockpile and staging areas; clearing and grubbing of vegetation; collection and stockpiling of tules; rolling of interior emergent vegetation; application of herbicides; debris and infrastructure removal; construction of interior channel network; blocking or filling agricultural ditches; creation of interior topographic features and breach velocity dissipater; eastern berm and bench construction; construction of high stage overflow weir; excavation of

³ Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

⁴See Cal. Code Regs. tit. 14 § 670.5, subd. (b)(4)(E).

levee breaches; and general transportation around the Project site (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as vegetation control activities (clearing, grubbing, disking of wetland and riparian vegetation, flattening of emergent vegetation) that could crush or entomb Covered Species; destruction of small mammal burrows and other soil crevices that the Covered Species may inhabit, by being crushed by moving vehicles and equipment, and from disturbance by Project activities. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of pursue, catch, capture, or attempt to do so of the Covered Species during Covered Species surveying, monitoring, and capture and relocation activities as required by various Conditions of Approvals in this ITP. The areas where authorized take of the Covered Species is expected to occur include: the levees and upland habitats on Prospect Island, the wetlands and riparian habitats on interior of the island, and all Project stockpiling and staging areas, and haul routes (collectively, the Project Area).

The Project will cause temporary impacts to approximately 960 acres (942 acres on the FRP portion of the Prospect Island and 18.5 acres on the non-FRP portion of Prospect Island) of aquatic foraging habitat for the Covered Species. Upon completion, the Project is expected to provide a net increase of approximately 122 acres in aquatic foraging habitat and a net decrease of 24 acres of non-wintering upland habitat. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project’s incremental contribution to cumulative impacts (indirect impacts). These impacts include stress resulting from noise and vibrations from construction activities, capture and relocation, and long-term effects due to habitat alterations, displacement from preferred habitat, increased competition for food and space, and increased vulnerability to predation.

VII. Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

VIII. Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular and heavy equipment ingress and egress, staging and parking, and noise and vibration generating activities that may cause take. CDFW’s issuance of this ITP and Permittee’s authorization to take the Covered Species are

subject to Permittee's compliance with and implementation of the following Conditions of Approval:

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Environmental Impact Report and subsequent addendums (SCH No.: 2013052056) certified by Department of Water Resources on August 19, 2019, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration (LSA) Agreement (Notification No. 1600-2018-0118-R3 for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in the *Formal Consultation on the Prospect Island Tidal Restoration Project, Solano County, CA* (Biological Opinion No. 08FBDT00-2018-F-0069) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.
5. **ITP Time Frame Compliance:** Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.
6. **General Provisions:**
 - 6.1. Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.
 - 6.2. Designated Biologist and Biological Monitors. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist and Biological Monitors using the Biologist Resume Form (ATTACHMENT 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated

Biologists and Biological Monitors are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologists and Biological Monitors shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist and Biological Monitors in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologists or Biological Monitors must be changed.

- 6.3. Designated Biologist Authority.** To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 6.4. Education Program.** Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 6.5. Construction Monitoring Documentation.** The Designated Biologist and Biological Monitors shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy

of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.

- 6.6. Trash Abatement.** Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 6.7. Dust Control.** Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.
- 6.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.9. Permanently Installed Materials.** Permittee shall not permanently install materials containing synthetic (e.g. plastic or nylon) monofilament netting or cross joints in the netting that are bound/stitched, geotextiles, fiber rolls, or similar materials, and permanently installed materials shall not contain any petroleum-based products.
- 6.10. Delineation of Property Boundaries.** Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. If the Project is constructed in phases, then the Permittee shall clearly delineate the boundaries of the area in which Covered Activities will occur before beginning each phase of the Project. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.
- 6.11. Delineation of Habitat.** Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.
- 6.12. Project Access.** Project-related personnel shall access the Project Area using existing routes, and routes identified in the Project Description, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the

Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.

- 6.13. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.12 of this ITP.
- 6.14. Temporary Mobile Staging Areas.** Permittee shall submit to CDFW for review and approval the location, timing, and duration of any temporary or "moving" staging areas prior to their use to minimize any additional impacts to Covered Species. CDFW may require an amendment to this ITP and additional mitigation if these staging areas permanently impact Covered Species habitat.
- 6.15. Revegetation Plan.** Permittee shall submit to CDFW for review and approval a Revegetation Plan that covers revegetation disturbed habitats including all staging areas, and revegetation of any beneficial reused soil, as applicable.
- 6.15.1.** At least 30 days prior to beginning any construction activities, Permittee shall submit a draft Revegetation Plan to CDFW for review and approval. This plan shall include a revegetation plan for all disturbed habitats (construction, staging areas, haul routes, and beneficially reused soil) and an implementation timeline. Permittee shall submit a final, plan, revised in response to any CDFW comments, to CDFW within 6 months of issuance of this ITP for final approval. No new phases of the project may commence after 6 months of issuance of this ITP until CDFW approves the final revegetation plan. Permittee may consolidate the revegetation requirements from the Lake and Streambed Alteration Agreement (No. 1600-2018-0118-R3) for this Project into one Revegetation Plan.
- 6.16. Hazardous Waste.** Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.
- 6.17. CDFW Access.** Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP. Permittee shall provide any safety gear needed to enter the Project Area during construction.

6.18. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

7. Monitoring, Notification and Reporting Provisions:

7.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.

7.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.

7.3. Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:

- (1) minimize incidental take of the Covered Species;
- (2) prevent unlawful take of species;
- (3) check for compliance with all measures of this ITP;
- (4) check all exclusion zones; and
- (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.

The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.

7.4. Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 7.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's

Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Andy Rockriver (Andy.Rockriver@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.

- 7.5. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.
- 7.6. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.
- 7.7. Final Mitigation Report.** No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.
- 7.8. Reporting Consolidation.** Permittee may consolidate reports that are required by this ITP and other permits (LSA Agreement, biological opinions) to the extent possible.

Permittee shall consult with and receive written approval from CDFW prior to consolidating reports to ensure that all reporting requirements will be met and that any changes in due dates are acceptable to CDFW.

7.9. Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling and/or emailing the Regional Representative (see Section XII Notices). The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.

8. Take Minimization Measures: The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

8.1. Daily Work Window. Except when dewatering Prospect Island, Permittee shall terminate all Covered Activities at sunset and shall not resume until sunrise. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area. This Daily Work Window measure does not apply to activities directly related to dewatering Prospect Island or maintaining the island in a dewatered state.

8.2. Work Limit – Precipitation. Permittee shall restrict work activities on the waterside of exterior levees to periods of low rainfall (less than 1/4 of an inch per 24-hour period) and periods of dry weather (with less than a 30% chance of rain). Permittee shall initiate all erosion control measures prior to all storm events. Permittee shall monitor the National Weather Service (<http://www.nws.noaa.gov>) 72-hr forecast for the Project site. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

8.3. SWPPP Preparation. Prior to initiating Covered Activities, Permittee shall submit to CDFW a Stormwater Pollution Prevention Plan (SWPPP) to address Best Management Practices (BMPs) utilized to prevent erosion, sediment loss, and potential pollution within the Project site for CDFW review.

8.4. Vehicle/Equipment Cleaning and Maintenance. Prior to the entry of any vehicle or equipment into the Project site including any staging area, Permittee shall ensure equipment and vehicles are clean of vegetation and not leaking fluids. Any equipment or vehicles driven and/or operated in proximity of sloughs and wetlands

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shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind, Permittee shall take immediate measures to stop and/or contain the leak and then remove the vehicle to an off-site location until properly repaired.

- 8.5. Capture and Handling.** Only a Giant Garter Snake (GGS) Biologist (a pre-approved Designated Biologist with a combination of academic training and professional experience, as determined by CDFW, in the surveying, monitoring, capturing, handling, and/or relocation of GGS) may capture and handle Covered Species. The GGS Biologist shall only relocate Covered Species if the animal is directly threatened by immediate Covered Activities and the animal is unable to move to a safe area on its own. The GGS Biologist shall only relocate Covered Species to areas with suitable habitat out of harm's way. The GGS Biologist shall minimize capture and handling to the extent feasible as most reptiles experience stress in response to capture and short-term confinement. Captured Covered Species shall be released immediately.

The Designated Representative shall notify CDFW of the capture and handling incident immediately or no later than noon on the next business day if the incident occurs outside of normal business hours. Notification to CDFW shall be via telephone or email, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident.

- 8.6. Covered Species Surveys.** In any construction area that has Covered Species habitat, a GGS Biologist shall conduct a survey for Covered Species no more than 48 hours prior to initiating ground-disturbing or vegetation disturbing/removal activities in or within 200 feet of potential aquatic and upland habitat. If a Covered Species is encountered during one of these surveys, Permittee shall not begin ground-disturbing or vegetation-disturbing/removal activities until the snake has left the active work area on its own volition or is captured (see Condition 8.5 for conditions under which Covered Species may be captured) and relocated, by a GGS Biologist, to suitable habitat out of harm's way.
- 8.7. Covered Species Seasonal Work Restriction.** Permittee shall conduct construction activities in Covered Species aquatic habitat or within 200 feet of Covered Species aquatic habitat only within a work window of May 1 to October 1, except as follows:
- 8.7.1.** If Permittee seeks to conduct work in or within 200 feet of Covered Species aquatic habitat during October 2 through April 30, Permittee shall consult with CDFW and USFWS to determine if additional measures are necessary to minimize and avoid take or impacts of the taking.
- 8.7.2.** CDFW will consider requests to work outside of the work window, pursuant to Condition 8.7.1, on an activity-by-activity basis. Permittee shall submit requests in writing for review and approval by CDFW, at least 14 days in

advance of conducting the proposed work. Requests shall include a justification for the request and any additional information CDFW deems necessary.

- 8.7.3.** Permittee may conduct work in or within 200 feet of Covered Species aquatic habitat between October 2 and October 31, or April 1 and April 30 on days when the daily ambient air temperature is forecasted to exceed 75° Fahrenheit (F) and maximum daily air temperatures have exceeded 75° F for at least three consecutive days immediately preceding the work. Permittee is not required to consult with CDFW pursuant to Conditions 8.7.1 and 8.7.2, prior to conducting work on days when these temperature criteria are met.
- 8.8. Covered Species Observations.** If a snake species of any kind is observed within or near the active work site, then all nearby Project activities shall stop and work shall not continue until the snake species is identified by the Designated Biologist or Biological Monitor. If the Designated Biologist or Biological Monitor cannot locate the snake, work may continue as long as the Designated Biologist or Biological Monitor is present and looking out for the snake. If a Covered Species is discovered at any time within the active work site or staging areas, then all nearby Project activities shall halt until the snake leaves the active work site on its own or is captured (see Condition 8.5 for conditions under which Covered Species may be captured) and relocated, by a GGS Biologist, to suitable habitat out of harm's way.
- 8.9. Covered Species Daily Inspections.** When working in or within 200 feet of Covered Species habitat, both aquatic and upland, the Designated Biologist or Biological Monitor shall inspect the work site and areas adjacent to the work site for Covered Species prior to the start of construction activities each day. If the Designated Biologist or Biological Monitor determines the work site does not support Covered Species, construction may be initiated and continue under the observation of the Designated Biologist or Biological Monitor.
- 8.10. Daily Equipment Inspections.** Workers shall inspect under and in equipment and vehicles for snakes before equipment or vehicles are started or moved. If a snake is present, the worker shall immediately notify the Designated Biologist or Biological Monitor and work shall not commence until the snake leaves the area, as determined by the Designated Biologist or Biological Monitor, or is relocated by a GGS Biologist. If a Covered Species is found under or in a parked tracked equipment, Permittee shall immediately consult with CDFW and shall subsequently implement any new measures related to overnight equipment storage that CDFW may require to protect Covered Species.
- 8.11. Construction Monitoring in GGS Habitat.** The Designated Biologist or a Biological Monitor shall monitor construction activities in or within 200 feet of Covered Species aquatic or upland habitat. The Designated Biologist or Biological Monitors shall be present and visually monitor any active ground-disturbing, ground-clearing, or rip rap removal activities for the presence of snakes.

- 8.12. Unearthed Covered Species.** If Permittee unearths or uncovers a Covered Species while conducting ground-disturbing activities, Permittee shall immediately stop work within the Covered Species habitat and notify CDFW. Permittee may continue work in the area only after consulting with CDFW and implementing any new measures that CDFW may require to protect Covered Species.
- 8.13. Stockpiles.** Permittee shall not stockpile or store construction material where it could wash into the waterway or where it would cover Covered Species habitat.
- 8.14. Tule Stockpiling Biological Monitoring.** The Designated Biologist or Biological Monitor shall be present during the collection of wetland vegetation (tules and bulrush) and during the removal of vegetation from the stockpile for planting. If a Covered Species is encountered, collection activities shall halt until the snake leaves the active work site on its own or is captured (see Condition 8.5 for conditions under which Covered Species may be captured) and relocated, by a GGS Biologist, to Covered Species habitat out of harm's way.
- 8.15. Environmentally Sensitive Areas.** Permittee shall establish Environmentally Sensitive Areas (ESAs) in the Project Area to minimize the disturbance of Covered Species habitat from construction-related activities. Permittee shall erect temporary ESA signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary and as directed by the Designated Biologist or Biological Monitor, near the edge of potential aquatic Covered Species habitat. In addition, all potential Covered Species habitat that can be reasonably avoided during construction activities shall be identified as ESAs and shall be marked by the Designated Biologist or Biological Monitor. Once all construction activities are completed in an area that has an ESA and there are no further threats to the ESA as determined by the Designated Biologist or Biological Monitor, Permittee may remove the temporary ESA signage and associated delineation material (stakes, flags, rope, fencing).
- 8.16. Exclusion Fencing.** Permittee shall install exclusion fencing around all staging areas (both temporary and mobile) and temporary stockpiles, and any other area identified by CDFW. Fencing shall be checked daily for holes and damage. Permittee shall maintain and repair the fencing immediately to ensure that it is functional and without defects, that fencing material is taught, and that the bottom edge of the fencing material remains buried. Staging fencing will include gates that will be open during work hours and closed during non-work hours.

Permittee shall install temporary fencing or similar material around any heavy equipment machinery that will be parked overnight and is unable to make it back to a fenced staging area. This temporary fencing shall be sized and positioned to prevent snakes or other small animals from seeking shelter under or within the equipment. The heavy equipment operator with the Biologist or Biological Monitor shall check the equipment for snakes and other animals prior to starting the heavy equipment.

- 8.17. Dewatered Habitat.** Permittee shall allow any dewatered wetland habitat in the Project Area to remain dry for at least 15 days (between April 15 and October 1) prior to excavating or filling the dewatered habitat. If during this period a previously dewatered wetland becomes wet again, Permittee shall consult with CDFW prior to excavating or filling the wetland habitat if it has not remained dry for at least 15 days since last wetted.
- 8.18. Water Pumps in Covered Species Habitat.** Permittee shall consult with CDFW prior to operating any pumps for controlling internal water levels that operate, from April 1 through October 31, in or within 200 feet of or in Covered Species habitat. CDFW may require screens or other devices to prevent snake entrapment into pump intake.
- 8.19. Entrapment in Pipes or other Structures.** Permittee shall store all construction pipes, culvert, or similar structures in a fenced staging area until ready for use. Workers shall thoroughly inspect all construction pipe and similar structures with a diameter of 0.25 inches or greater that are stored for one or more overnight periods for Covered Species before the pipe is subsequently moved, buried, or capped. If a Covered Species is detected during inspection, workers shall notify the Designated Biologist or Biological Monitor and allow the animal to safely escape that section of pipe before moving and utilizing the pipe.
- 8.20. Open Trenches and Holes.** Permittee shall fence or cover open trenches or holes within 200 feet of Covered Species aquatic habitat when workers are not in the immediate area. Covers shall be constructed such that snakes cannot get under the trench cover or hole cover. If a trench or hole cover is placed on uneven or bumpy ground, Permittee shall ensure that all gaps between the cover and ground are filled with soil such that a snake cannot slither under the cover. Permittee shall ensure all excavated trenches and holes, that are not enclosed by exclusion fencing, are provided with one or more escape ramps to prevent inadvertent entrapment of Covered Species. The ramps shall be constructed of earth fill or wooden planks.
- 8.21. Open Trenches and Holes Daily Inspections.** The Designated Biologist or Biological Monitor shall check all excavated open holes, pumps, and trenches for Giant Garter Snake at the beginning, middle, and end of each day for trapped animals, and immediately prior to filling the hole or trench. If there is a Covered Species trapped in these features, a GGS Biologist shall remove and relocate the animal(s) to a safe location within suitable habitat out of harm's way.
- 8.22. Herbicide Use.** Permittee shall only use herbicides registered with the California Department of Pesticide Regulation and aquatic herbicides must also be approved for use by the State Water Resources Control Board. Permittee shall apply all herbicides in accordance with regulations set by the California Department of Pesticide Regulation and according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request.

8.23. Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the GGS Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 7.9. Notification shall include the name of the facility where the animal was taken.

9. Habitat Management Land Restoration: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation. The permanent protection and perpetual management of the required compensatory habitat is divided into two portions for permanent funding and management purposes: a FRP portion pursuant to Condition of Approval 9.1 below and a non-FRP portion pursuant to Condition of Approval 9.2 below.

9.1. Fish Restoration Program's Mitigation Obligation. To meet the FRP portion of the compensatory habitat requirement, the Permittee shall provide for both the permanent protection and management of 942 acres of restored Covered Species' aquatic foraging Habitat Management (HM) lands, hereinafter "FRP HM lands," pursuant to Condition of Approval 9.1.2 below and the calculation and funding of in-perpetuity management pursuant to Condition of Approval 9.1.3 below. The FRP HM lands shall be located within the Project Area, encompassing the north property and a portion of the south property (see Figure 3 for the southern Boundary Line of the FRP HM lands). Permanent protection and funding for perpetual management of FRP HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if FRP Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.

9.1.1. FRP HM Lands Cost Estimates. For the purposes of determining the FRP Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to protect and perpetually manage the FRP HM lands as follows:

9.1.1.1. Land acquisition costs for FRP HM lands identified in Condition of Approval 9.1.2 below, estimated at \$3,500/acre for 942 acres: **\$3,297,000**. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirement;

- 9.1.1.2.** All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 9.1.2.1 below: **\$200,000**;
- 9.1.1.3.** Start-up costs for FRP HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.1.2.5 below, estimated at **\$200,000**;
- 9.1.1.4.** Interim management period funding as described in Condition of Approval 9.1.2.6 below, estimated at **\$192,000**;
- 9.1.1.5.** Long-term management funding as described in Condition of Approval 9.1.3 below, estimated at \$5,415/acre for 942 acres: **\$5,100,930**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of FRP HM lands management;
- 9.1.1.6.** Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of FRP HM lands to CDFW as described in Condition of Approval 9.1.4, estimated at **\$4,000**;
- 9.1.1.7.** All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to protection and perpetual funding and management of the FRP HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work **\$22,725,000**.
- 9.1.2.** FRP Habitat Management Lands Acquisition and Protection. To provide for the permanent protection and perpetual management of FRP HM lands, the Permittee shall:
- 9.1.2.1.** Fee Title/Conservation Easement. Transfer fee title to the FRP HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the FRP HM lands, CDFW shall act as grantee for a conservation easement over the FRP HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a

conservation easement over the FRP HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e).

- 9.1.2.2.** FRP HM Lands Approval. Obtain CDFW written approval of the FRP HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the FRP HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.
- 9.1.2.3.** FRP HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for documents list). All documents conveying the FRP HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.
- 9.1.2.4.** FRP HM Lands Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 9.1.2.5.** FRP HM Lands Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of FRP HM lands, once the FRP HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable;

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(4) installing signage; (5) conducting litter removal; (6) conducting initial habitat restoration and tule planting, as applicable; and (7) mapping of as-built habitats.

- 9.1.2.6. FRP HM Lands Interim Management (Initial and Capital).** Provide for the interim management of the FRP HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the FRP HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of completion of Project construction activities and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include, at a minimum, maintenance of levee roads, repair and replacement of posted signs, continuing trash removal, site monitoring, and vegetation and invasive species management.

Permittee shall fund the interim management of the FRP HM lands using revenues derived from the State Water Project (SWP) as described in the October 18, 2010, Agreement between the Department of Water Resources and the Department of Fish and Game (now Department of Fish and Wildlife) Regarding Implementation of a Fish Restoration Program in Satisfaction of Federal Biological Opinions for State Water Project Delta Operations; Section "H. Property Transfer and Management Costs" as described in more detail in Condition of Approval 9.1.3 below and as shall be further described in a Project-specific agreement.

- 9.1.2.7. FRP Giant Garter Snake Mitigation, Monitoring, and Reporting Plan.** Within 6 months of the issuance of this ITP, Permittee shall submit a FRP HM lands Giant Garter Snake Mitigation, Monitoring, and Reporting Plan (GGSMMP) to CDFW for approval. The GGSMMP shall describe how the Permittee will achieve the FRP HM Lands requirement for Covered Species including any designs for habitat development, the species and habitat monitoring to be conducted to measure success of the FRP HM Lands, and proposed contents and frequency of reports on FRP HM Lands.

- 9.1.3. FRP In-Perpetuity Management Funding.** After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the FRP HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the FRP HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan as approved by CDFW. Such activities shall be funded as described below. Permittee shall provide long-term management

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funding for the perpetual management of the FRP HM lands by using revenues derived from the SWP under long-term water supply contracts, and any subsequent agreements, as described in the October 18, 2010, Agreement between the Department of Water Resources and the Department of Fish and Game (now Department of Fish and Wildlife) Regarding Implementation of a Fish Restoration Program in Satisfaction of Federal Biological Opinions for State Water Project Delta Operations; Section "H. Property Transfer and Management Costs."

The Permittee shall enter into a Project-specific agreement with CDFW which will include assurances for sufficient funding through DWR's SWP operations and maintenance budget for perpetual management of the FRP HM lands in perpetuity, in an amount identified initially in a CDFW approved Property Analysis Record (PAR) or PAR-equivalent analysis and adjusted for inflation and to address actual costs of management over time as approved by CDFW.

As shall be further described in terms approved by CDFW in the Project-specific agreement, if funding is no longer available from SWP charges to the SWP Contractors, Permittee shall annually fund in-perpetuity management activities through another funding source, until Permittee has established and fully funded an FRP HM lands Endowment (FRP Endowment). If another funding source is required, it shall be established within six months of identifying that the previous funding source will no longer be available. Additionally, if funding from SWP charges to the SWP Contractors is no longer available, Permittee shall fund a FRP Endowment amount sufficient to fund these activities in perpetuity as established through an endowment assessment (equivalent to a PAR) prepared for this Project pursuant to Condition of Approval 9.1.3.2 of this ITP. Permittee shall fund the FRP Endowment by contributing a minimum of ten percent of the amount required by the endowment assessment (adjusted for present value) annually, commencing the fiscal year that SWP charges to the SWP Contractors funding is no longer available, to a mutually agreed upon account, until the FRP Endowment is fully funded, after which time the activities under the management plan will be funded from interest generated from the Endowment principal.

The FRP Endowment shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The FRP Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

- 9.1.3.1. Identify a FRP Endowment Manager.** If FRP Endowment establishment is triggered, per Condition of Approval 9.1.3 above, the FRP Endowment shall be held by the FRP Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee

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shall submit to CDFW a written proposal that includes: (i) the name of the proposed FRP Endowment Manager; (ii) whether the proposed FRP Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed FRP Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed FRP Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

- 9.1.3.2. Calculate the FRP Endowment Funds Deposit.** If the FRP Endowment establishment is triggered, per Condition of Approval 9.1.3, and after obtaining CDFW written approval of the FRP HM lands, long-term management plan, and FRP Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a PAR) to calculate the amount of funding necessary to ensure the long-term management of the FRP HM lands (FRP Endowment Deposit Amount). If the HM lands have been managed pursuant to a final management plan approved by CDFW for at least five years, the PAR and Endowment shall be based on the actual costs of managing the HM lands. Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the FRP Endowment Manager.
- 9.1.3.2.1. FRP Endowment Capitalization Rate and Fees.** Permittee shall obtain the capitalization rate from the selected FRP Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.
- 9.1.3.2.2. FRP Endowment Buffers/Assumptions.** Permittee shall include in the endowment assessment assumptions the following buffers for FRP Endowment establishment and use that will

substantially ensure long-term viability and security of the FRP Endowment:

9.1.3.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each FRP Endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

9.1.3.2.2.2. Three Years Delayed Spending. The FRP Endowment shall be established assuming spending will not occur for the first three years after full funding.

9.1.3.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to FRP Endowment Manager and CDFW.

9.1.3.3. Transfer Long-term FRP Endowment Funds. If FRP Endowment establishment is triggered, per Condition of Approval 9.1.3, the Permittee shall fund the FRP Endowment Deposit Amount over a maximum 10-year period, in annual amount of at least 10 percent of the total FRP Endowment Deposit Amount, adjusted for inflation, as approved by CDFW in writing. The approved FRP Endowment Manager may pool the FRP Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each endowment. The FRP Endowment Manager shall, at all times, hold and manage the FRP Endowment in compliance with this ITP, Government Code sections 65965- 65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, the FRP Endowment Manager shall not make any disbursement from the FRP Endowment that will result in expenditure of any portion of the principal of the FRP Endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the FRP Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the FRP Endowment to preserve the conservation values

of the FRP HM lands, the FRP Endowment Manager shall process that expenditure in accordance with directions from CDFW. The FRP Endowment Manager shall not be liable for any shortfall in the FRP Endowment resulting from CDFW's decision to make such an expenditure.

9.1.4. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of FRP HM lands to CDFW.

9.2. Non-FRP Mitigation Obligation. To meet the non-FRP portion of the compensatory habitat requirement in this ITP, the Permittee shall provide for both the permanent protection and management of 18.5 acres of restored Covered Species' aquatic foraging HM lands, hereinafter "non-FRP HM lands," pursuant to Condition of Approval 9.2.2 below and the calculation and funding of the perpetual management pursuant to Condition of Approval 9.2.3 below. The non-FRP HM lands shall be located within the Project Area, on the south property, south of the Boundary Line (see Figure 3 for map of Boundary Line on south property). Permanent protection and funding for perpetual management of non-FRP HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10.2 below for all uncompleted obligations.

9.2.1. Non-FRP HM Lands Cost Estimates. For the purposes of determining the non-FRP Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to protect and perpetually manage the non-FRP HM lands as follows:

- 9.2.1.1.** Land acquisition costs for non-FRP HM lands identified in Condition of Approval 9.2.2 below, estimated at \$3,500/acre for 18.5 acres: **\$64,750**. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirement;
- 9.2.1.2.** All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 9.2.2.1 and 9.2.2.2 below: **\$200,000**;
- 9.2.1.3.** Start-up costs for non-FRP HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.2.2.6 below, estimated at **\$50,000**;

- 9.2.1.4.** Interim management period funding as described in Condition of Approval 9.2.7 below, estimated at **\$10,500**;
- 9.2.1.5.** Long-term management funding as described in Condition of Approval 9.2.3 below, estimated at \$5,415/acre for 18.5 acres: **\$100,178**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of non-FRP HM lands management;
- 9.2.1.6.** Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of non-FRPHM lands to CDFW as described in Condition of Approval 9.2.4, estimated at **\$4,000**;
- 9.2.1.7.** All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to protection and perpetual funding and management of the non-FRP HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work: **\$460,000**.
- 9.2.2.** Non-FRP HM Lands Protection. To provide for the permanent protection and perpetual management of non-FRP HM lands, the Permittee shall:
- 9.2.2.1.** Non-FRP Fee Title. Transfer fee title of the non-FRP HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.
- 9.2.2.2.** Non-FRP HM Lands Conservation Easement. If CDFW does not hold fee title to the non-FRP HM lands, CDFW shall act as grantee for a conservation easement over the non-FRP HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the non-FRP HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW

unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the “doctrine of merger” could invalidate the conservation interest, under no circumstances can the fee title owner of the non-FRP HM lands serve as grantee for the conservation easement.

- 9.2.2.3.** Non-FRP HM Lands Approval. Obtain CDFW written approval of the non-FRP HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the non-FRP HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project’s impacts on Covered Species.
- 9.2.2.4.** Non-FRP HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the non-FRP HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.
- 9.2.2.5.** Non-FRP HM Lands Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to non-FRP HM lands management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.
- 9.2.2.6.** Non-FRP HM Lands Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of the non-FRP HM lands, once the non-FRP HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) conducting litter removal; (5) conducting initial habitat restoration; (6) installing signage; and (7) mapping of as-built habitats.

9.2.2.7. Non-FRP HM Lands Interim Management (Initial and Capital).

Provide for the interim management of the non-FRP HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the non-FRP HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of non-FRP HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include, at a minimum, maintenance of levee roads, repair and replacement of posted signs, continuing trash removal, site monitoring, and vegetation and invasive species management.

Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

9.2.2.8. Non-FRP Giant Garter Snake Mitigation, Monitoring, and Reporting Plan.

Within 6 months of the issuance of this ITP, Permittee shall submit a non-FRP HM lands Giant Garter Snake Mitigation, Monitoring, and Reporting Plan (GGSMMRP) to CDFW for approval. The GGSMMRP shall describe how the Permittee will achieve the non-FRP HM Lands requirement for Covered Species including any designs for habitat development, the species and habitat monitoring to be conducted to measure success of the non-FRP HM Lands, and proposed contents and frequency of reports on non-FRP HM Lands.

- 9.2.3. Non-FRP HM Lands Endowment Fund.** The Permittee shall ensure that non-FRP HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the non-FRP HM lands, Permittee shall provide long-term management funding for the perpetual management of the non-FRP HM lands by establishing a long-term management fund (Non-FRP Endowment). The non-FRP Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the non-FRP HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of

Approval 9.2.2.6. Non-FRP Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The non-FRP Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the non-FRP HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the non-FRP HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the non-FRP Endowment.

- 9.2.3.1.** Identify a Non-FRP Endowment Manager. The non-FRP Endowment shall be held by the non-FRP Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.

Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed non-FRP Endowment Manager; (ii) whether the proposed non-FRP Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed non-FRP Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed non-FRP Endowment Manager's certification pursuant to Government Code section 65968(e).

Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).

- 9.2.3.2.** Calculate the Non-FRP Endowment Funds Deposit. After obtaining CDFW written approval of the non-FRP HM lands, long-term management plan, and non-FRP Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a PAR) to

calculate the amount of funding necessary to ensure the long-term management of the non-FRP HM lands (non-FRP Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the non-FRP Endowment Manager.

9.2.3.2.1. Non-FRP Endowment Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected non-FRP Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.

9.2.3.2.2. Non-FRP Endowment Buffers/Assumptions. Permittee shall include in the non-FRP Endowment assessment assumptions the following buffers for non-FRP Endowment establishment and use that will substantially ensure long-term viability and security of the non-FRP Endowment:

9.2.3.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each non-FRP Endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

9.2.3.2.2.2. Three Years Delayed Spending. The non-FRP Endowment shall be established assuming spending will not occur for the first three years after full funding.

9.2.3.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to the non-FRP Endowment Manager and CDFW.

9.2.3.3. Transfer Long-term Non-FRP Endowment Funds. Permittee shall transfer the long-term non-FRP Endowment funds to the non-FRP Endowment Manager upon CDFW approval of the non-FRP Endowment Deposit Amount identified above.

9.2.3.4. Management of the Non-FRP Endowment. The approved non-FRP Endowment Manager may pool the non-FRP Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain

separate accounting for each endowment. The non-FRP Endowment Manager shall, at all times, hold and manage the non-FRP Endowment in compliance with this ITP, Government Code sections 65965- 65968, as amended, and Probate Code sections 18501-18510, as amended.

Notwithstanding Probate Code sections 18501-18510, the non-FRP Endowment Manager shall not make any disbursement from the non-FRP Endowment that will result in expenditure of any portion of the principal of the non-FRP Endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the non-FRP Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the non-FRP Endowment to preserve the conservation values of the non-FRP HM lands, the non-FRP Endowment Manager shall process that expenditure in accordance with directions from CDFW. The non-FRP Endowment Manager shall not be liable for any shortfall in the non-FRP Endowment resulting from CDFW's decision to make such an expenditure.

- 9.2.4. Reimburse CDFW.** Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of non-FRP HM lands to CDFW.

10. Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured the following funding (Securities) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide the FRP Security pursuant to Condition of Approval 10.1 below and the non-FRP Security pursuant to Condition of Approval 10.2 below.

10.1. FRP Security. The Permittee may proceed with Covered Activities on the north property of Prospect Island (Project Area north of and including the cross levee (see Figure 2)) based on the FRP Security as described below. Permittee is a party to a long-term water supply contract with each of its 29 water supply customers, who are generally referred to as "SWP Contractors." SWP Contractors contract with Permittee to pay for the operation, maintenance, planning and capital costs of the SWP. Under Water Code section 11651, "any agency which contracts to purchase from the department any water, use of water, water storage, electric power, or other service shall provide for the punctual payment to the department of all amounts

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which become due under the contract.” In accordance with a statutory requirement, each water supply contract between Permittee and an SWP Contractor requires that if that SWP Contractor fails or is unable to raise sufficient funds by other means, the SWP Contractor must levy upon all taxable property in the SWP Contractor’s service area a tax or assessment sufficient (with other available moneys) to provide for all payments under the water supply contract. If the SWP Contractor defaults in payment, Permittee may, and under certain conditions is required to, upon six months’ notice, suspend water deliveries during the period of default.

Permittee will treat the costs of FRP’s portion of ITP implementation as components of the SWP and address such costs to fulfill those requirements as part of overall SWP costs. Costs, such as routine operation, maintenance, and power (e.g., monitoring of mitigation sites) are not financed, but are instead paid in monthly installments in the calendar year, incurred based upon estimates developed by Permittee and delivered to the SWP Contractors in July of the preceding year. Permittee shall provide FRP Security as follows:

- 10.1.1. FRP Security Amount.** Estimated costs to implement protection, restoration, and perpetual management of Covered Species FRP HM lands is **\$22,925,000**. This amount is based on the cost estimates identified in Condition of Approval 9.1.1.
- 10.1.2. FRP HM Lands Security Form.** Payment of the costs of the FRP HM lands mitigation is assured by Permittee’s long-term water supply contracts and applicable state law. All costs of the Project, including the costs of FRP mitigation and monitoring activities required by this ITP shall be paid by Permittee and charged to SWP Contractors.

Permittee shall prepare and submit to CDFW within one year of the effective date of this ITP an initial Covered Species mitigation funding strategy for review and approval. The strategy shall include detailed cost estimates regarding: (1) FRP HM lands start-up costs and interim management period costs; and (2) long-term management costs for FRP HM lands.

Permittee shall submit annual updates to the strategy to CDFW for review and approval. These updates shall include extension of the detailed funding strategy for five years post submission date and shall include a description of expenditures to date for compliance with Condition of Approval 9.1.1. To the degree that annual charges to SWP Contractors are relied upon, the FRP funding strategy shall demonstrate that those funds have been or will be charged to SWP Contractors and received by Permittee consistent with SWP Contractor billing practices.

- 10.1.3. FRP Demonstration of Performance.** Permittee shall demonstrate to CDFW that Covered Species requirements have been satisfied, as evidenced by:

- Within one year of the effective date of this ITP, submission of an initial Covered Species mitigation funding strategy for concurrence by CDFW;
- Receipt by CDFW of documentation, acceptable to CDFW, demonstrating that Permittee will treat the FRP mitigation obligations of this ITP as components of SWP and will fulfill these mitigation obligations as part of the overall SWP costs;
- Within 18 months of the effective date of this ITP, receipt by CDFW of documentation of the required acquisition and protection of Covered Species FRP HM lands and copies of all recorded and executed conservation easements for FRP HM lands; and
- Within 18 months of the effective date of this ITP, receipt by CDFW of the final CDFW-approved management plans for FRP HM lands.

Permittee shall demonstrate to CDFW that Covered Species requirements have been satisfied on an ongoing basis, as evidenced by:

- Timely submission of Covered Species mitigation funding strategy annual updates for FRP HM lands;
- Timely submission of all required reports; and
- If FRP Endowment establishment is triggered, Condition of Approval 9.1.3, written confirmation from approved FRP Endowment Manager of its receipt of the full Endowment.

CDFW may require the Permittee to provide additional FRP HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

10.2. Non-FRP Security. The Permittee may proceed with Covered Activities on the south property of Prospect Island (Project Area south of the cross levee (see Figure 2)) only after the Permittee has ensured funding (non-FRP Security) to complete any activity required by Condition of Approval 9.2 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

10.2.1. Non-FRP Security Amount. The non-FRP Security shall be in the amount of \$660,000 or in the amount identified in 9.2.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.2.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.

- 10.2.2. Non-FRP Security Form.** The non-FRP Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 10.2.3. Non-FRP Security Timeline.** The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 10.2.4. Non-FRP Security Holder.** The non-FRP Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 10.2.5. Non-FRP Security Transmittal.** Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.
- 10.2.6. Non-FRP Security Drawing.** The non-FRP Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.
- 10.2.7. Non-FRP Security Release.** The non-FRP Security (or any portion of the non-FRP Security then remaining) shall be released to the Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:
- Written documentation of the acquisition of the non-FRP HM lands;
 - Copies of all executed and recorded conservation easements;
 - Written confirmation from the approved non-FRP Endowment Manager of its receipt of the full non-FRP Endowment; and
 - Timely submission of all required reports.

Even if non-FRP Security is provided, the Permittee must complete the required acquisition, protection and transfer of all non-FRP HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional non-FRP HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.

IX. Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the

concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

X. Stop-Work Order:

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations, or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species, regardless of whether that species is a Covered Species under this ITP. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

XI. Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

XII. Notices:

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2019-022-03) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Erin Chappell, Regional Manager
California Department of Fish and Wildlife – Bay Delta Region
2825 Cordelia Road, Suite 100
Fairfield, CA 94534
Telephone: (707) 428-2002

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Email: R3CESA@wildlife.ca.gov

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, CA 94244-2090
CESA@wildlife.ca.gov

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Andy Rockriver, Senior Environmental Scientist (Specialist)
California Department of Fish and Wildlife – Bay Delta Region
2109 Arch Airport Road, Suite 100
Stockton, CA 95206
Telephone: (209) 234-3433
Email: Andy.Rockriver@wildlife.ca.gov

XIII. Compliance with the California Environmental Quality Act:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, DWR. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Environmental Impact Report (EIR) and subsequent addendums for the Prospect Island Tidal Habitat Restoration Project (SCH No.: 2013052056), dated August 9, 2016 that DWR certified for the Prospect Island Tidal Habitat Restoration Project on August 19, 2019. At the time the lead agency certified the EIR and approved the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's EIR and addendums for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

XIV. Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2)).

CDFW finds based on substantial evidence in the ITP application, Prospect Island Tidal Habitat Restoration Project EIR and two addendums to the Prospect Island Tidal Habitat Restoration Project Final EIR, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of Environmental Sensitive Areas; (3) worker education; and (4) Monthly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 960.5 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;
- (4) The measures required by this ITP maintain Permittee's objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered

Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species' capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW's finding is based, in part, on CDFW's express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

XV. Attachments:

- | | |
|--------------|--|
| FIGURE 1 | Map of Project |
| FIGURE 2 | Project Design and Elevations |
| FIGURE 3 | South Property FRP/Non-FRP HM Lands Boundary |
| ATTACHMENT 1 | Mitigation Monitoring and Reporting Program |
| ATTACHMENT 2 | Biologist Resume Form |
| ATTACHMENT 3 | Letter of Credit Form |
| ATTACHMENT 4 | Mitigation Payment Transmittal Form |

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

ON 7/1/2024.

DocuSigned by:
Erin Chappell
677E9A0211EF400...

Erin Chappell, Regional Manager
Bay Delta Region

Figure 1. Project location in the Sacramento-San Joaquin Delta, CA.

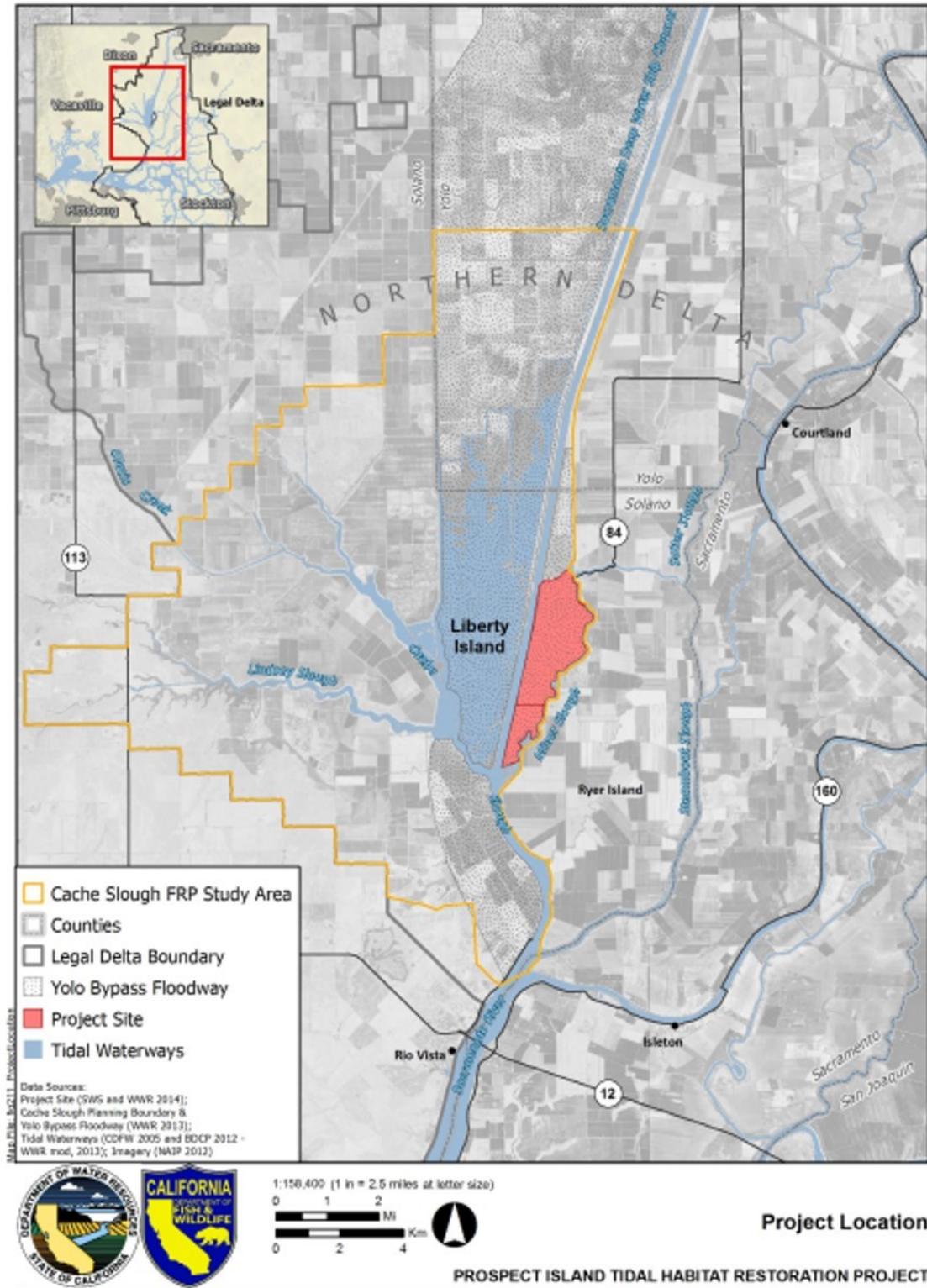


Figure 2. Project design features and elevations.

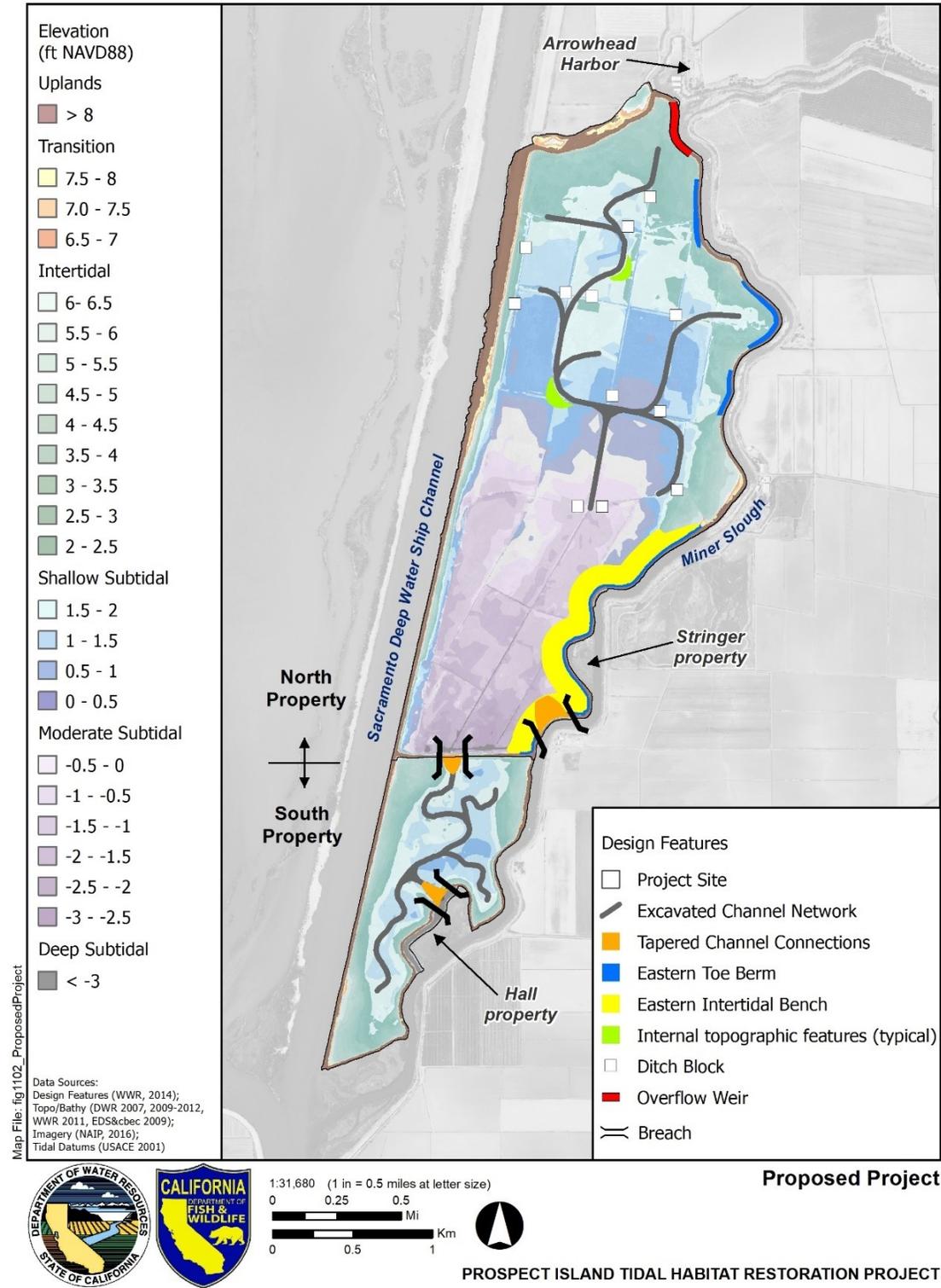
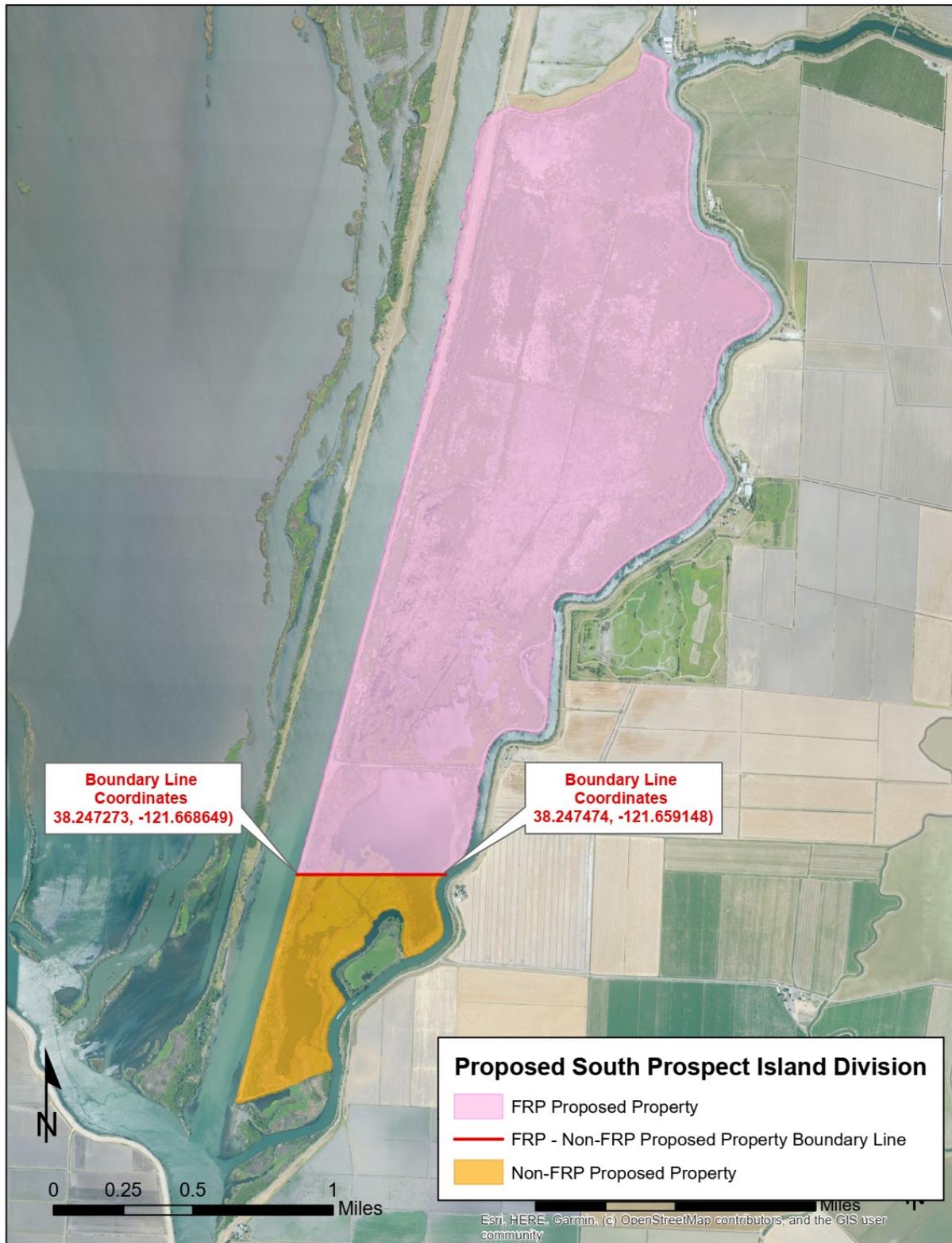


Figure 3. Prospect Island property boundary line between FRP and non-FRP properties for HM lands purposes.



Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) CALIFORNIA ENDANGERED SPECIES ACT

INCIDENTAL TAKE PERMIT NO. 2081-2019-022-03

PERMITTEE: Department of Water Resources

PROJECT: Prospect Island Habitat Restoration Project

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the California Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	Designated Representative. Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Designated Biologist and Biological Monitors. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist and Biological Monitors using the Biologist Resume Form (ATTACHMENT 2) or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologists and Biological Monitors are knowledgeable and experienced in the biology, natural history, collecting and handling of the Covered Species. The Designated Biologists and Biological Monitors shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist and Biological Monitors in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologists or Biological Monitors must be changed.	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities	Permittee	

3	<p>Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Site and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.</p>	ITP Condition # 6.3	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
4	<p>Education Program. Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform work in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.</p>	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	

5	Trash Abatement. Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 6.6	Before commencing ground- or vegetation-disturbing activities and during construction/ Entire Project	Permittee	
6	Dust Control. Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed and shall not allow water to form puddles.	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities and during construction/ Entire Project	Permittee	
7	Erosion Control Materials. Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 6.8	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
8	Permanently Installed Materials. Permittee shall not permanently install materials containing synthetic (e.g. plastic or nylon) monofilament netting or cross joints in the netting that are bound/stitched, geotextiles, fiber rolls, or similar materials, and permanently installed materials shall not contain any petroleum-based products.	ITP Condition # 6.9	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
9	Delineation of Property Boundaries. Before starting Covered Activities, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. If the Project is constructed in phases, then the Permittee shall clearly delineate the boundaries of the area in which Covered Activities will occur before beginning each phase of the Project. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition # 6.10	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
9	Temporary Mobile Staging Areas. Permittee shall submit to CDFW for review and approval the location, timing, and duration of any temporary or "moving" staging areas prior to their use to minimize any additional impacts to Covered Species. CDFW may require an amendment to this ITP and additional mitigation if these staging areas permanently impact Covered Species habitat.	ITP Condition # 6.14	Before commencing ground- or vegetation-disturbing activities/Entire Project	Permittee	

10	<p>Revegetation Plan. Permittee shall submit to CDFW for review and approval a Revegetation Plan that covers revegetation disturbed habitats including all staging areas, and revegetation of any beneficial reused soil, as applicable.</p> <p>At least 30 days prior to beginning any construction activities, Permittee shall submit a draft Revegetation Plan to CDFW for review and approval. This plan shall include a revegetation plan for all disturbed habitats (construction, staging areas, haul routes, and beneficially reused soil) and an implementation timeline. Permittee shall submit a final, plan, revised in response to any CDFW comments, to CDFW within 6 months of issuance of this ITP for final approval. No new phases of the project may commence after 6 months of issuance of this ITP until CDFW approves the final revegetation plan. Permittee may consolidate the revegetation requirements from the Streambed Alteration Agreement (No. 1600-2018-0118-R3) for this Project into one Revegetation Plan.</p>	ITP Condition # 6.15	Before commencing ground- or vegetation-disturbing activities/Entire Project	Permittee	
11	<p>CDFW Access. Permittee shall provide CDFW staff with reasonable access to the Project and mitigation lands under Permittee control, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP. Permittee shall provide any safety gear needed to enter the Project Area during construction.</p>	ITP Condition # 6.17	Before commencing ground- or vegetation-disturbing activities, during construction, and post-project/ Entire Project	Permittee	
12	<p>Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.</p>	ITP Condition # 7.1	At least 14 days before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
13	<p>SWPPP Preparation. Prior to initiating Covered Activities, Permittee shall submit to CDFW a Stormwater Pollution Prevention Plan (SWPPP) to address Best Management Practices (BMPs) utilized to prevent erosion, sediment loss, and potential pollution within the Project site for CDFW review.</p>	ITP Condition # 8.3	Before commencing ground- or vegetation-disturbing activities	Permittee	

14	<p>Covered Species Surveys. In any construction area that has Covered Species habitat, a GGS Biologist shall conduct a survey for Covered Species no more than 48 hours prior to initiating ground-disturbing or vegetation disturbing/removal activities in or within 200 feet of potential aquatic and upland habitat. If a Covered Species is encountered during one of these surveys, Permittee shall not begin ground-disturbing or vegetation-disturbing/removal activities until the snake has left the active work area on its own volition or is captured (see Condition 8.5 for conditions under which Covered Species may be captured) and relocated, by a GGS Biologist, to suitable habitat out of harm's way.</p>	ITP Condition # 8.6	Before commencing ground- or vegetation-disturbing activities	Permittee	
15	<p>Environmentally Sensitive Areas. Permittee shall establish Environmentally Sensitive Areas (ESAs) in the Project Area to minimize the disturbance of Covered Species habitat from construction-related activities. Permittee shall erect temporary ESA signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary and as directed by the Designated Biologist or Biological Monitor, near the edge of potential aquatic Covered Species habitat. In addition, all potential Covered Species habitat that can be reasonably avoided during construction activities shall be identified as ESAs and shall be marked by the Designated Biologist or Biological Monitor. Once all construction activities are completed in an area that has an ESA and there are no further threats to the ESA as determined by the Designated Biologist or Biological Monitor, Permittee may remove the temporary ESA signage and associated delineation material (stakes, flags, rope, fencing).</p>	ITP Condition # 8.15	Before commencing ground- or vegetation-disturbing activities and during construction/ Entire Project	Permittee	

<p>16</p>	<p>Exclusion Fencing. Permittee shall install exclusion fencing around all staging areas (both temporary and mobile) and temporary stockpiles, and any other area identified by CDFW. Fencing shall be checked daily for holes and damage. Permittee shall maintain and repair the fencing immediately to ensure that it is functional and without defects, that fencing material is taught, and that the bottom edge of the fencing material remains buried. Staging fencing will include gates that will be open during work hours and closed during non-work hours.</p> <p>Permittee shall install temporary fencing or similar material around any heavy equipment machinery that will be parked overnight and is unable to make it back to a fenced staging area. This temporary fencing shall be sized and positioned to prevent snakes or other small animals from seeking shelter under or within the equipment. The heavy equipment operator with the Biologist or Biological Monitor shall check the equipment for snakes and other animals prior to starting the heavy equipment.</p>	<p>ITP Condition # 8.16</p>	<p>Before commencing ground- or vegetation-disturbing activities and during construction/ Entire Project</p>	<p>Permittee</p>	
<p>17</p>	<p>Habitat Management Land Restoration: CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result from implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the protected acreage required to provide for adequate compensation. The permanent protection and perpetual management of the required compensatory habitat is divided into two portions for permanent funding and management purposes: a FRP portion pursuant to Condition of Approval 9.1 below and a non-FRP portion pursuant to Condition of Approval 9.2 below.</p>	<p>ITP Condition # 9</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	

<p>18</p>	<p>Fish Restoration Program's Mitigation Obligation. To meet the FRP portion of the compensatory habitat requirement, the Permittee shall provide for both the permanent protection and management of 942 acres of restored Covered Species' aquatic foraging Habitat Management (HM) lands, hereinafter "FRP HM lands," pursuant to Condition of Approval 9.1.2 below and the calculation and funding of in-perpetuity management pursuant to Condition of Approval 9.1.3 below. The FRP HM lands shall be located within the Project Area, encompassing the north property and a portion of the south property (see Figure 3 for the southern Boundary Line of the FRP HM lands). Permanent protection and funding for perpetual management of FRP HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if FRP Security is provided pursuant to Condition of Approval 10.1 below for all uncompleted obligations.</p>	<p>ITP Condition # 9.1</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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<p>19</p>	<p>FRP HM Lands Cost Estimates. For the purposes of determining the FRP Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to protect and perpetually manage the FRP HM lands as follows:</p> <p>Land acquisition costs for FRP HM lands identified in Condition of Approval 9.1.2 below, estimated at \$3,500/acre for 942 acres: \$3,297,000. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirement;</p> <p>All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 9.1.2.1 below: \$200,000;</p> <p>Start-up costs for FRP HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.1.2.5 below, estimated at \$200,000;</p> <p>Interim management period funding as described in Condition of Approval 9.1.2.6 below, estimated at \$192,000;</p> <p>Long-term management funding as described in Condition of Approval 9.1.3 below, estimated at \$5,415/acre for 942 acres: \$5,100,930. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of FRP HM lands management;</p> <p>Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of FRP HM lands to CDFW as described in Condition of Approval 9.1.4, estimated at \$4,000;</p> <p>All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to protection and perpetual funding and management of the FRP HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction</p>	<p>ITP Condition # 9.1.1</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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	costs, contract administration costs, and costs associated with monitoring the contractor's work \$22,725,000.				
20	Fee Title/Conservation Easement. Transfer fee title to the FRP HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the FRP HM lands, CDFW shall act as grantee for a conservation easement over the FRP HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the FRP HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e).	ITP Condition # 9.1.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
21	FRP HM Lands Approval. Obtain CDFW written approval of the FRP HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the FRP HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.	ITP Condition # 9.1.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
22	FRP HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for documents list). All documents conveying the FRP HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.	ITP Condition # 9.1.2.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

23	<p>FRP HM Lands Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.</p>	ITP Condition # 9.1.2.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
24	<p>FRP HM Lands Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of FRP HM lands, once the FRP HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) installing signage; (5) conducting litter removal; (6) conducting initial habitat restoration and tule planting, as applicable; and (7) mapping of as-built habitats.</p>	ITP Condition # 9.1.2.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

<p>25</p>	<p>FRP HM Lands Interim Management (Initial and Capital). Provide for the interim management of the FRP HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the FRP HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of completion of Project construction activities and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include, at a minimum, maintenance of levee roads, repair and replacement of posted signs, continuing trash removal, site monitoring, and vegetation and invasive species management.</p> <p>Permittee shall fund the interim management of the FRP HM lands using revenues derived from the State Water Project (SWP) as described in the October 18, 2010, Agreement between the Department of Water Resources and the Department of Fish and Game (now Department of Fish and Wildlife) Regarding Implementation of a Fish Restoration Program in Satisfaction of Federal Biological Opinions for State Water Project Delta Operations; Section "H. Property Transfer and Management Costs" as described in more detail in Condition of Approval 9.1.3 below and as shall be further described in a Project-specific agreement.</p>	<p>ITP Condition # 9.1.2.6</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
<p>26</p>	<p>FRP Giant Garter Snake Mitigation, Monitoring, and Reporting Plan. Within 6 months of the issuance of this ITP, Permittee shall submit a FRP HM lands Giant Garter Snake Mitigation, Monitoring, and Reporting Plan (GGSMMRP) to CDFW for approval. The GGSMMRP shall describe how the Permittee will achieve the FRP HM Lands requirement for Covered Species including any designs for habitat development, the species and habitat monitoring to be conducted to measure success of the FRP HM Lands, and proposed contents and frequency of reports on FRP HM Lands.</p>	<p>ITP Condition # 9.1.2.7</p>	<p>Within 6 months of issuance of this ITP</p>	<p>Permittee</p>	

<p>27</p>	<p>FRP In-Perpetuity Management Funding. After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the FRP HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the FRP HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan as approved by CDFW. Such activities shall be funded as described below. Permittee shall provide long-term management funding for the perpetual management of the FRP HM lands by using revenues derived from the SWP under long-term water supply contracts, and any subsequent agreements, as described in the October 18, 2010, Agreement between the Department of Water Resources and the Department of Fish and Game (now Department of Fish and Wildlife) Regarding Implementation of a Fish Restoration Program in Satisfaction of Federal Biological Opinions for State Water Project Delta Operations; Section "H. Property Transfer and Management Costs."</p> <p>The Permittee shall enter into a Project-specific agreement with CDFW which will include assurances for sufficient funding through DWR's SWP operations and maintenance budget for perpetual management of the FRP HM lands in perpetuity, in an amount identified initially in a CDFW approved Property Analysis Record (PAR) or PAR-equivalent analysis and adjusted for inflation and to address actual costs of management over time as approved by CDFW.</p> <p>As shall be further described in terms approved by CDFW in the Project-specific agreement, if funding is no longer available from SWP charges to the SWP Contractors, Permittee shall annually fund in-perpetuity management activities through another funding source, until Permittee has established and fully funded an FRP HM lands Endowment (FRP Endowment). If another funding source is required, it shall be established within six months of identifying that the previous funding source will no longer be available. Additionally, if funding from SWP charges to the SWP Contractors is no longer available, Permittee shall fund a FRP Endowment amount sufficient to fund these activities in perpetuity as established through an endowment assessment (equivalent to a PAR) prepared for this Project pursuant to Condition of Approval 9.1.3.2 of this ITP. Permittee shall fund the FRP Endowment by contributing a minimum of ten percent of the amount required by the</p>	<p>ITP Condition # 9.1.3</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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	<p>endowment assessment (adjusted for present value) annually, commencing the fiscal year that SWP charges to the SWP Contractors funding is no longer available, to a mutually agreed upon account, until the FRP Endowment is fully funded, after which time the activities under the management plan will be funded from interest generated from the Endowment principal.</p> <p>The FRP Endowment shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The FRP Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p>				
28	<p>Identify a FRP Endowment Manager. If FRP Endowment establishment is triggered, per Condition of Approval 9.1.3 above, the FRP Endowment shall be held by the FRP Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed FRP Endowment Manager; (ii) whether the proposed FRP Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed FRP Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed FRP Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p>	ITP Condition # 9.1.3.1	If endowment is triggered	Permittee	

<p>29</p>	<p>Calculate the FRP Endowment Funds Deposit. If the FRP Endowment establishment is triggered, per Condition of Approval 9.1.3, and after obtaining CDFW written approval of the FRP HM lands, long-term management plan, and FRP Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a PAR) to calculate the amount of funding necessary to ensure the long-term management of the FRP HM lands (FRP Endowment Deposit Amount). If the HM lands have been managed pursuant to a final management plan approved by CDFW for at least five years, the PAR and Endowment shall be based on the actual costs of managing the HM lands. Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the FRP Endowment Manager.</p> <p>FRP Endowment Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected FRP Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.</p> <p>FRP Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for FRP Endowment establishment and use that will substantially ensure long-term viability and security of the FRP Endowment:</p> <p>10 Percent Contingency. A 10 percent contingency shall be added to each FRP Endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</p> <p>Three Years Delayed Spending. The FRP Endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p>Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to FRP Endowment Manager and CDFW.</p>	<p>ITP Condition # 9.1.3.2</p>	<p>If endowment is triggered</p>	<p>Permittee</p>	
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<p>30</p>	<p>Transfer Long-term FRP Endowment Funds. If FRP Endowment establishment is triggered, per Condition of Approval 9.1.3, the Permittee shall fund the FRP Endowment Deposit Amount over a maximum 10-year period, in annual amount of at least 10 percent of the total FRP Endowment Deposit Amount, adjusted for inflation, as approved by CDFW in writing. The approved FRP Endowment Manager may pool the FRP Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each endowment. The FRP Endowment Manager shall, at all times, hold and manage the FRP Endowment in compliance with this ITP, Government Code sections 65965- 65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the FRP Endowment Manager shall not make any disbursement from the FRP Endowment that will result in expenditure of any portion of the principal of the FRP Endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the FRP Endowment funds.</p> <p>Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the FRP Endowment to preserve the conservation values of the FRP HM lands, the FRP Endowment Manager shall process that expenditure in accordance with directions from CDFW. The FRP Endowment Manager shall not be liable for any shortfall in the FRP Endowment resulting from CDFW's decision to make such an expenditure.</p>	<p>ITP Condition # 9.1.3.3</p>	<p>If endowment is triggered</p>	<p>Permittee</p>	
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31	<p>Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of FRP HM lands to CDFW.</p>	<p>ITP Condition # 9.1.4</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)/During construction/Post-construction</p>	<p>Permittee</p>	
32	<p>Non-FRP Mitigation Obligation. To meet the non-FRP portion of the compensatory habitat requirement in this ITP, the Permittee shall provide for both the permanent protection and management of 18.5 acres of restored Covered Species' aquatic foraging HM lands, hereinafter "non-FRP HM lands," pursuant to Condition of Approval 9.2.2 below and the calculation and funding of the perpetual management pursuant to Condition of Approval 9.2.3 below. The non-FRP HM lands shall be located within the Project Area, on the south property, south of the Boundary Line (see Figure 3 for map of Boundary Line on south property). Permanent protection and funding for perpetual management of non-FRP HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10.2 below for all uncompleted obligations.</p>	<p>ITP Condition # 9.2</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	

<p>33</p>	<p>Non-FRP HM Lands Cost Estimates. For the purposes of determining the non-FRP Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to protect and perpetually manage the non-FRP HM lands as follows:</p> <p>Land acquisition costs for non-FRP HM lands identified in Condition of Approval 9.2.2 below, estimated at \$3,500/acre for 18.5 acres: \$64,750. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirement;</p> <p>All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 9.2.2.1 and 9.2.2.2 below: \$200,000;</p> <p>Start-up costs for non-FRP HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.2.2.6 below, estimated at \$50,000;</p> <p>Interim management period funding as described in Condition of Approval 9.2.7 below, estimated at \$10,500;</p> <p>Long-term management funding as described in Condition of Approval 9.2.3 below, estimated at \$5,415/acre for 18.5 acres: \$100,178. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of non-FRP HM lands management;</p> <p>Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of non-FRPHM lands to CDFW as described in Condition of Approval 9.2.4, estimated at \$4,000;</p> <p>All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to protection and perpetual funding and management of the non-FRP HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction</p>	<p>ITP Condition # 9.2.1</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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	costs, contract administration costs, and costs associated with monitoring the contractor's work: \$460,000.				
34	Non-FRP Fee Title. Transfer fee title of the non-FRP HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.	ITP Condition # 9.2.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
35	Non-FRP HM Lands Conservation Easement. If CDFW does not hold fee title to the non-FRP HM lands, CDFW shall act as grantee for a conservation easement over the non-FRP HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the non-FRP HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW elects not to be named as the grantee for the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the non-FRP HM lands serve as grantee for the conservation easement.	ITP Condition # 9.2.2.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
36	Non-FRP HM Lands Approval. Obtain CDFW written approval of the non-FRP HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the non-FRP HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.	ITP Condition # 9.2.2.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

37	Non-FRP HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). All documents conveying the non-FRP HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services.	ITP Condition # 9.2.2.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
38	Non-FRP HM Lands Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to non-FRP HM lands management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.	ITP Condition # 9.2.2.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
39	Non-FRP HM Lands Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of the non-FRP HM lands, once the non-FRP HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval; (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) conducting litter removal; (5) conducting initial habitat restoration; (6) installing signage; and (7) mapping of as-built habitats.	ITP Condition # 9.2.2.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

<p>40</p>	<p>Non-FRP HM Lands Interim Management (Initial and Capital). Provide for the interim management of the non-FRP HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the non-FRP HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of non-FRP HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include, at a minimum, maintenance of levee roads, repair and replacement of posted signs, continuing trash removal, site monitoring, and vegetation and invasive species management.</p> <p>Permittee shall either (1) provide Security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.</p>	<p>ITP Condition # 9.2.2.7</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
<p>41</p>	<p>Non-FRP Giant Garter Snake Mitigation, Monitoring, and Reporting Plan. Within 6 months of the issuance of this ITP, Permittee shall submit a non-FRP HM lands Giant Garter Snake Mitigation, Monitoring, and Reporting Plan (GGSMMRP) to CDFW for approval. The GGSMMRP shall describe how the Permittee will achieve the non-FRP HM Lands requirement for Covered Species including any designs for habitat development, the species and habitat monitoring to be conducted to measure success of the non-FRP HM Lands, and proposed contents and frequency of reports on non-FRP HM Lands.</p>	<p>ITP Condition # 9.2.2.8</p>	<p>Within 6 months of issuance of this ITP</p>	<p>Permittee</p>	

<p>42</p>	<p>Non-FRP HM Lands Endowment Fund. The Permittee shall ensure that non-FRP HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the non-FRP HM lands, Permittee shall provide long-term management funding for the perpetual management of the non-FRP HM lands by establishing a long-term management fund (Non-FRP Endowment). The non-FRP Endowment is a sum of money, held in a CDFW-approved fund that is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the non-FRP HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 9.2.2.6. Non-FRP Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The non-FRP Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the non-FRP HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the non-FRP HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the non-FRP Endowment.</p>	<p>ITP Condition # 9.2.3</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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<p>43</p>	<p>Identify a Non-FRP Endowment Manager. The non-FRP Endowment shall be held by the non-FRP Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended.</p> <p>Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed non-FRP Endowment Manager; (ii) whether the proposed non-FRP Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed non-FRP Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed non-FRP Endowment Manager’s certification pursuant to Government Code section 65968(e).</p> <p>Within thirty days of CDFW’s receipt of Permittee’s written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(3) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(3).</p>	<p>ITP Condition # 9.2.3.1</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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<p>44</p>	<p>Calculate the Non-FRP Endowment Funds Deposit. After obtaining CDFW written approval of the non-FRP HM lands, long-term management plan, and non-FRP Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a PAR) to calculate the amount of funding necessary to ensure the long-term management of the non-FRP HM lands (non-FRP Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the non-FRP Endowment Manager.</p> <p>Non-FRP Endowment Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected non-FRP Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.</p> <p>Non-FRP Endowment Buffers/Assumptions. Permittee shall include in the non-FRP Endowment assessment assumptions the following buffers for non-FRP Endowment establishment and use that will substantially ensure long-term viability and security of the non-FRP Endowment:</p> <p>10 Percent Contingency. A 10 percent contingency shall be added to each non-FRP Endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.</p> <p>Three Years Delayed Spending. The non-FRP Endowment shall be established assuming spending will not occur for the first three years after full funding.</p> <p>Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to the non-FRP Endowment Manager and CDFW.</p>	<p>ITP Condition # 9.2.3.2</p>	<p>Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)</p>	<p>Permittee</p>	
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45	<p>Transfer Long-term Non-FRP Endowment Funds. Permittee shall transfer the long-term non-FRP Endowment funds to the non-FRP Endowment Manager upon CDFW approval of the non-FRP Endowment Deposit Amount identified above.</p>	ITP Condition # 9.2.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
46	<p>Management of the Non-FRP Endowment. The approved non-FRP Endowment Manager may pool the non-FRP Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each endowment. The non-FRP Endowment Manager shall, at all times, hold and manage the non-FRP Endowment in compliance with this ITP, Government Code sections 65965- 65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>Notwithstanding Probate Code sections 18501-18510, the non-FRP Endowment Manager shall not make any disbursement from the non-FRP Endowment that will result in expenditure of any portion of the principal of the non-FRP Endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the non-FRP Endowment funds.</p> <p>Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the non-FRP Endowment to preserve the conservation values of the non-FRP HM lands, the non-FRP Endowment Manager shall process that expenditure in accordance with directions from CDFW. The non-FRP Endowment Manager shall not be liable for any shortfall in the non-FRP Endowment resulting from CDFW's decision to make such an expenditure.</p>	ITP Condition # 9.2.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

47	Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of non-FRP HM lands to CDFW.	ITP Condition # 9.2.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)/During construction/Post-construction	Permittee	
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<p>48</p>	<p>FRP Security. The Permittee may proceed with Covered Activities on the north property of Prospect Island (Project Area north of and including the cross levee (see Figure 2)) based on the FRP Security as described below. Permittee is a party to a long-term water supply contract with each of its 29 water supply customers, who are generally referred to as “SWP Contractors.” SWP Contractors contract with Permittee to pay for the operation, maintenance, planning and capital costs of the SWP. Under Water Code section 11651, “any agency which contracts to purchase from the department any water, use of water, water storage, electric power, or other service shall provide for the punctual payment to the department of all amounts which become due under the contract.” In accordance with a statutory requirement, each water supply contract between Permittee and an SWP Contractor requires that if that SWP Contractor fails or is unable to raise sufficient funds by other means, the SWP Contractor must levy upon all taxable property in the SWP Contractor’s service area a tax or assessment sufficient (with other available moneys) to provide for all payments under the water supply contract. If the SWP Contractor defaults in payment, Permittee may, and under certain conditions is required to, upon six months’ notice, suspend water deliveries during the period of default.</p> <p>Permittee will treat the costs of FRP’s portion of ITP implementation as components of the SWP and address such costs to fulfill those requirements as part of overall SWP costs. Costs, such as routine operation, maintenance, and power (e.g., monitoring of mitigation sites) are not financed, but are instead paid in monthly installments in the calendar year, incurred based upon estimates developed by Permittee and delivered to the SWP Contractors in July of the preceding year. Permittee shall provide FRP Security as follows:</p> <p>FRP Security Amount. Estimated costs to implement protection, restoration, and perpetual management of Covered Species FRP HM lands is \$22,925,000. This amount is based on the cost estimates identified in Condition of Approval 9.1.1.</p> <p>FRP HM Lands Security Form. Payment of the costs of the FRP HM lands mitigation is assured by Permittee’s long-term water supply contracts and applicable state law. All costs of the Project, including the</p>	<p>ITP Condition # 10.1</p>	<p>Before commencing ground- or vegetation-disturbing activities</p>	<p>Permittee</p>	
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<p>costs of FRP mitigation and monitoring activities required by this ITP shall be paid by Permittee and charged to SWP Contractors.</p> <p>Permittee shall prepare and submit to CDFW within one year of the effective date of this ITP an initial Covered Species mitigation funding strategy for review and approval. The strategy shall include detailed cost estimates regarding: (1) FRP HM lands start-up costs and interim management period costs; and (2) long-term management costs for FRP HM lands.</p> <p>Permittee shall submit annual updates to the strategy to CDFW for review and approval. These updates shall include extension of the detailed funding strategy for five years post submission date and shall include a description of expenditures to date for compliance with Condition of Approval 9.1.1. To the degree that annual charges to SWP Contractors are relied upon, the FRP funding strategy shall demonstrate that those funds have been or will be charged to SWP Contractors and received by Permittee consistent with SWP Contractor billing practices.</p> <p>FRP Demonstration of Performance. Permittee shall demonstrate to CDFW that Covered Species requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> • Within one year of the effective date of this ITP, submission of an initial Covered Species mitigation funding strategy for concurrence by CDFW; • Receipt by CDFW of documentation, acceptable to CDFW, demonstrating that Permittee will treat the FRP mitigation obligations of this ITP as components of SWP and will fulfill these mitigation obligations as part of the overall SWP costs; • Within 18 months of the effective date of this ITP, receipt by CDFW of documentation of the required acquisition and protection of Covered Species FRP HM lands and copies of all recorded and executed conservation easements for FRP HM lands; and • Within 18 months of the effective date of this ITP, receipt by CDFW 				
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<p>of the final CDFW-approved management plans for FRP HM lands.</p> <p>Permittee shall demonstrate to CDFW that Covered Species requirements have been satisfied on an ongoing basis, as evidenced by:</p> <ul style="list-style-type: none">• Timely submission of Covered Species mitigation funding strategy annual updates for FRP HM lands;• Timely submission of all required reports; and• If FRP Endowment establishment is triggered, Condition of Approval 9.1.3, written confirmation from approved FRP Endowment Manager of its receipt of the full Endowment. <p>CDFW may require the Permittee to provide additional FRP HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>				
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<p>49</p>	<p>Non-FRP Security. The Permittee may proceed with Covered Activities on the south property of Prospect Island (Project Area south of the cross levee (see Figure 2)) only after the Permittee has ensured funding (non-FRP Security) to complete any activity required by Condition of Approval 9.2 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <p>Non-FRP Security Amount. The non-FRP Security shall be in the amount of \$660,000 or in the amount identified in 9.2.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 9.2.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.</p> <p>Non-FRP Security Form. The non-FRP Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</p> <p>Non-FRP Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.</p> <p>Non-FRP Security Holder. The non-FRP Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</p> <p>Non-FRP Security Transmittal. Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as an escrow agreement, irrevocable letter of credit, or other.</p> <p>Non-FRP Security Drawing. The non-FRP Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.</p> <p>Non-FRP Security Release. The non-FRP Security (or any portion of the non-FRP Security then remaining) shall be released to the</p>	<p>ITP Condition # 10.2</p>	<p>Before commencing ground- or vegetation-disturbing activities</p>	<p>Permittee</p>	
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	<p>Permittee after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:</p> <ul style="list-style-type: none"> • Written documentation of the acquisition of the non-FRP HM lands; • Copies of all executed and recorded conservation easements; • Written confirmation from the approved non-FRP Endowment Manager of its receipt of the full non-FRP Endowment; and • Timely submission of all required reports. <p>Even if non-FRP Security is provided, the Permittee must complete the required acquisition, protection and transfer of all non-FRP HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional non-FRP HM lands and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not complete these requirements within the specified timeframe.</p>				
DURING CONSTRUCTION					
50	<p>Construction Monitoring Documentation. The Designated Biologist and Biological Monitors shall maintain construction-monitoring documentation on-site in either hard copy or digital format throughout the construction period, which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring documentation is available for review at the Project site upon request by CDFW.</p>	ITP Condition # 6.5	Entire Project	Permittee	
51	<p>Delineation of Habitat. Permittee shall clearly delineate habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat.</p>	ITP Condition # 6.11	Entire Project	Permittee	

52	Project Access. Project-related personnel shall access the Project Area using existing routes, and routes identified in the Project Description, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 15 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 6.12	Entire Project	Permittee	
53	Staging Areas. Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area unless provided for as described in Condition of Approval 6.12 of this ITP.	ITP Condition # 6.13	Entire Project	Permittee	
54	Hazardous Waste. Permittee shall immediately stop and, pursuant to pertinent state and federal statutes and regulations, arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.16	Entire Project	Permittee	
55	Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.	ITP Condition # 7.2	Entire Project	Permittee	

56	<p>Compliance Monitoring. The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall conduct compliance inspections to:</p> <p>(1) minimize incidental take of the Covered Species;</p> <p>(2) prevent unlawful take of species;</p> <p>(3) check for compliance with all measures of this ITP;</p> <p>(4) check all exclusion zones; and</p> <p>(5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area.</p> <p>The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.</p>	ITP Condition # 7.3	Entire Project	Permittee	
57	<p>Monthly Compliance Report. The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 7.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Andy Rockriver (Andy.Rockriver@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.</p>	ITP Condition # 7.4	Entire Project	Permittee	

58	Annual Status Report. Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition of Approval 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 7.5	During Construction and Post-Construction/ Entire Project	Permittee	
59	CNDDDB Observations. The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition # 7.6	Entire Project	Permittee	
60	Reporting Consolidation. Permittee may consolidate reports that are required by this ITP and other permits (LSA Agreement, biological opinions) to the extent possible. Permittee shall consult with and receive written approval from CDFW prior to consolidating reports to ensure that all reporting requirements will be met and that any changes in due dates are acceptable to CDFW.	ITP Condition # 7.8	Entire Project	Permittee	

61	Notification of Take or Injury. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling and/or emailing the Regional Representative (see Section XII Notices). The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible, provide a photograph, explanation as to cause of take or injury, and any other pertinent information.	ITP Condition # 7.9	Entire Project	Permittee	
62	Daily Work Window. Except when dewatering Prospect Island, Permittee shall terminate all Covered Activities at sunset and shall not resume until sunrise. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area. This Daily Work Window measure does not apply to activities directly related to dewatering Prospect Island or maintaining the island in a dewatered state.	ITP Condition # 8.1	Entire Project	Permittee	
63	Work Limit – Precipitation. Permittee shall restrict work activities on the waterside of exterior levees to periods of low rainfall (less than 1/4 of an inch per 24-hour period) and periods of dry weather (with less than a 30% chance of rain). Permittee shall initiate all erosion control measures prior to all storm events. Permittee shall monitor the National Weather Service (http://www.nws.noaa.gov) 72-hr forecast for the Project site. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.	ITP Condition # 8.2	Entire Project	Permittee	

64	<p>Vehicle/Equipment Cleaning and Maintenance. Prior to the entry of any vehicle or equipment into the Project site including any staging area, Permittee shall ensure equipment and vehicles are clean of vegetation and not leaking fluids. Any equipment or vehicles driven and/or operated in proximity of sloughs and wetlands shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. If a vehicle is found to be leaking fluids of any kind, Permittee shall take immediate measures to stop and/or contain the leak and then remove the vehicle to an off-site location until properly repaired.</p>	ITP Condition # 8.4	Entire Project	Permittee	
65	<p>Capture and Handling. Only a Giant Garter Snake (GGS) Biologist (a pre-approved Designated Biologist with a combination of academic training and professional experience, as determined by CDFW, in the surveying, monitoring, capturing, handling, and/or relocation of GGS) may capture and handle Covered Species. The GGS Biologist shall only relocate Covered Species if the animal is directly threatened by immediate Covered Activities and the animal is unable to move to a safe area on its own. The GGS Biologist shall only relocate Covered Species to areas with suitable habitat out of harm's way. The GGS Biologist shall minimize capture and handling to the extent feasible as most reptiles experience stress in response to capture and short-term confinement. Captured Covered Species shall be released immediately.</p> <p>The Designated Representative shall notify CDFW of the capture and handling incident immediately or no later than noon on the next business day if the incident occurs outside of normal business hours. Notification to CDFW shall be via telephone or email, followed by a written incident report. Notification shall include the date, time, location, and circumstances of the incident.</p>	ITP Condition # 8.5	Entire Project	Permittee	

66	<p>Covered Species Seasonal Work Restriction. Permittee shall conduct construction activities in Covered Species aquatic habitat or within 200 feet of Covered Species aquatic habitat only within a work window of May 1 to October 1, except as follows:</p> <p>If Permittee seeks to conduct work in or within 200 feet of Covered Species aquatic habitat during October 2 through April 30, Permittee shall consult with CDFW and USFWS to determine if additional measures are necessary to minimize and avoid take or impacts of the taking.</p> <p>CDFW will consider requests to work outside of the work window, pursuant to Condition 8.7.1, on an activity-by-activity basis. Permittee shall submit requests in writing for review and approval by CDFW, at least 14 days in advance of conducting the proposed work. Requests shall include a justification for the request and any additional information CDFW deems necessary.</p> <p>Permittee may conduct work in or within 200 feet of Covered Species aquatic habitat between October 2 and October 31, or April 1 and April 30 on days when the daily ambient air temperature is forecasted to exceed 75° Fahrenheit (F) and maximum daily air temperatures have exceeded 75° F for at least three consecutive days immediately preceding the work. Permittee is not required to consult with CDFW pursuant to Conditions 8.7.1 and 8.7.2, prior to conducting work on days when these temperature criteria are met.</p>	ITP Condition # 8.7	Entire Project	Permittee	
67	<p>Covered Species Observations. If a snake species of any kind is observed within or near the active work site, then all nearby Project activities shall stop and work shall not continue until the snake species is identified by the Designated Biologist or Biological Monitor. If the Designated Biologist or Biological Monitor cannot locate the snake, work may continue as long as the Designated Biologist or Biological Monitor is present and looking out for the snake. If a Covered Species is discovered at any time within the active work site or staging areas, then all nearby Project activities shall halt until the snake leaves the active work site on its own or is captured (see Condition 8.5 for conditions under which Covered Species may be captured) and relocated, by a GGS Biologist, to suitable habitat out of harm's way.</p>	ITP Condition # 8.8	Entire Project	Permittee	

68	Covered Species Daily Inspections. When working in or within 200 feet of Covered Species habitat, both aquatic and upland, the Designated Biologist or Biological Monitor shall inspect the work site and areas adjacent to the work site for Covered Species prior to the start of construction activities each day. If the Designated Biologist or Biological Monitor determines the work site does not support Covered Species, construction may be initiated and continue under the observation of the Designated Biologist or Biological Monitor.	ITP Condition # 8.9	Entire Project	Permittee	
69	Daily Equipment Inspections. Workers shall inspect under and in equipment and vehicles for snakes before equipment or vehicles are started or moved. If a snake is present, the worker shall immediately notify the Designated Biologist or Biological Monitor and work shall not commence until the snake leaves the area, as determined by the Designated Biologist or Biological Monitor, or is relocated by a GGS Biologist. If a Covered Species is found under or in a parked tracked equipment, Permittee shall immediately consult with CDFW and shall subsequently implement any new measures related to overnight equipment storage that CDFW may require to protect Covered Species.	ITP Condition # 8.10	Entire Project	Permittee	
70	Construction Monitoring in GGS Habitat. The Designated Biologist or a Biological Monitor shall monitor construction activities in or within 200 feet of Covered Species aquatic or upland habitat. The Designated Biologist or Biological Monitors shall be present and visually monitor any active ground-disturbing, ground-clearing, or rip rap removal activities for the presence of snakes.	ITP Condition # 8.11	Entire Project	Permittee	
71	Unearthed Covered Species. If Permittee unearths or uncovers a Covered Species while conducting ground-disturbing activities, Permittee shall immediately stop work within the Covered Species habitat and notify CDFW. Permittee may continue work in the area only after consulting with CDFW and implementing any new measures that CDFW may require to protect Covered Species.	ITP Condition # 8.12	Entire Project	Permittee	
72	Stockpiles. Permittee shall not stockpile or store construction material where it could wash into the waterway or where it would cover Covered Species habitat.	ITP Condition # 8.13	Entire Project	Permittee	

73	Tule Stockpiling Biological Monitoring. The Designated Biologist or Biological Monitor shall be present during the collection of wetland vegetation (tules and bulrush) and during the removal of vegetation from the stockpile for planting. If a Covered Species is encountered, collection activities shall halt until the snake leaves the active work site on its own or is captured (see Condition 8.5 for conditions under which Covered Species may be captured) and relocated, by a GGS Biologist, to Covered Species habitat out of harm's way.	ITP Condition # 8.14	Entire Project	Permittee	
74	Dewatered Habitat. Permittee shall allow any dewatered wetland habitat in the Project Area to remain dry for at least 15 days (between April 15 and October 1) prior to excavating or filling the dewatered habitat. If during this period a previously dewatered wetland becomes wet again, Permittee shall consult with CDFW prior to excavating or filling the wetland habitat if it has not remained dry for at least 15 days since last wetted.	ITP Condition # 8.17	Entire Project	Permittee	
75	Water Pumps in Covered Species Habitat. Permittee shall consult with CDFW prior to operating any pumps for controlling internal water levels that operate, from April 1 through October 31, in or within 200 feet of or in Covered Species habitat. CDFW may require screens or other devices to prevent snake entrainment into pump intake.	ITP Condition # 8.18	Entire Project	Permittee	
76	Entrapment in Pipes or other Structures. Permittee shall store all construction pipes, culvert, or similar structures in a fenced staging area until ready for use. Workers shall thoroughly inspect all construction pipe and similar structures with a diameter of 0.25 inches or greater that are stored for one or more overnight periods for Covered Species before the pipe is subsequently moved, buried, or capped. If a Covered Species is detected during inspection, workers shall notify the Designated Biologist or Biological Monitor and allow the animal to safely escape that section of pipe before moving and utilizing the pipe.	ITP Condition # 8.19	Entire Project	Permittee	

77	Open Trenches and Holes. Permittee shall fence or cover open trenches or holes within 200 feet of Covered Species aquatic habitat when workers are not in the immediate area. Covers shall be constructed such that snakes cannot get under the trench cover or hole cover. If a trench or hole cover is placed on uneven or bumpy ground, Permittee shall ensure that all gaps between the cover and ground are filled with soil such that a snake cannot slither under the cover. Permittee shall ensure all excavated trenches and holes, that are not enclosed by exclusion fencing, are provided with one or more escape ramps to prevent inadvertent entrapment of Covered Species. The ramps shall be constructed of earth fill or wooden planks.	ITP Condition # 8.20	Entire Project	Permittee	
78	Open Trenches and Holes Daily Inspections. The Designated Biologist or Biological Monitor shall check all excavated open holes, pumps, and trenches for Giant Garter Snake at the beginning, middle, and end of each day for trapped animals, and immediately prior to filling the hole or trench. If there is a Covered Species trapped in these features, a GGS Biologist shall remove and relocate the animal(s) to a safe location within suitable habitat out of harm's way.	ITP Condition # 8.21	Entire Project	Permittee	
79	Herbicide Use. Permittee shall only use herbicides registered with the California Department of Pesticide Regulation and aquatic herbicides must also be approved for use by the State Water Resources Control Board. Permittee shall apply all herbicides in accordance with regulations set by the California Department of Pesticide Regulation and according to labeled instructions. Labeled instructions for the herbicide used shall be made available to CDFW upon request.	ITP Condition # 8.22	Entire Project	Permittee	
80	Covered Species Injury. If a Covered Species is injured as a result of Project-related activities, the GGS Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition 7.9. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 8.23	Entire Project	Permittee	
POST-CONSTRUCTION					

81	Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 6.18	Post-construction	Permittee	
82	Final Mitigation Report. No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 7.7	Post-construction and after completion of all mitigation	Permittee	
83	CDFW accepts the Final Mitigation Report as complete.		Post-construction and after completion of all mitigation	CDFW	



Department of Fish and Wildlife

BIOLOGIST RESUME FORM

Date XX.XX.2020

SECTION 1. NAME AND CONTACT INFORMATION

Name:		Title:	
Company Name & Address:		Phone:	
		Email:	

SECTION 2. EDUCATION

College/University & Degree Type Related to Natural Resource Science:	
Other Relevant Workshops & Training:	

SECTION 3. PROJECT INFORMATION

CDFW LSA Agreement/ITP Number(s):	
Project Name:	
Relevant Measure(s) and Biologist Type ¹:	

SECTION 4. SPECIES AND RESOURCE EXPERIENCE - SUMMARY

LSA Agreement/ITP Special Status Species & Other Sensitive Resources				
<i>This section summarizes experience for species and other resources. Use one line for: 1) each species or other resource where surveys or special protections are required in the LSA Agreement/ITP for which the biologist is requesting approval ². If additional space is needed, add rows to this table. Provide details in Section 5.</i>				
Species or Resource	Number of Field Seasons & Hours, Life Stages Observed (Provide project details in Section 5)	Life History Knowledge (Describe formal workshops & training with dates, or informal training details)	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities (This form does not fulfill above authorization reporting requirements)	
Insert Species or Resource 1	Field seasons: Hours: Life Stages:			Issued to:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:			Issued to:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:			Issued to:
Insert Species or Resource 4	Field seasons: Hours: Life Stages:			Issued to:

¹ The Biologist Type is generally a "Qualified Biologist" with the necessary experience to survey for special status species or a "Biological Monitor" that would primarily monitor construction activities.

² Often LSA Agreements / ITPs include surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.

SECTION 5. SPECIES AND RESOURCE EXPERIENCE - DETAILS

This section provides detailed experience from the three most recent relevant projects for each species and resource identified in Section 4. If more space is needed, attach additional pages in the same table format.

Insert Species or Resource 1			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role ³:	
Survey Type(s) ⁴:		Construction Monitoring ⁵:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Additional Information:			
Insert Species or Resource 2			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:

³ Insert the role as described in the associated LSA Agreement or ITP. For example, LSA Agreements often require a "Qualified Biologist" and ITPs often require a "Designated Biologist." If these permits were not issued, describe the role based on the duties, e.g., "lead biologist with handling authorization" or "biological monitor."

⁴ For example, pre-construction survey or describe the protocol or guideline followed.

⁵ Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Project 3 Name & Location:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Additional Information:			
Insert Species or Resource 3			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Project 2 Name & Location:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Project 3 Name & Location:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
Additional Information:			
Insert Species or Resource 4			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	

Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
<hr/>			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement or ITP Number:		Role:	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Observed: Handled:	Professional Reference Name, Phone, Email:	
<hr/>			
Additional Information:			

[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A,

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an “Authorized Representative” of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An “Authorized Representative” shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW’s Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat

Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [*number issued by financial institution*]
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the ___ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____
[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. [**number issued by financial institution**]
CERTIFICATE FOR CANCELLATION

To:

[**Name of financial institution and address**]

Re: [**Insert: "Lake" or "Streambed"**] Alteration Agreement (No. [**permit number**])

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of [**month**], [**year**].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____
[**Insert one of the following:** "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" **or** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

State of California - Department of Fish and Wildlife
MITIGATION PAYMENT TRANSMITTAL FORM
 DFW 1057 (NEW 07/28/17)

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

<p>1. DATE: _____</p> <p>TO: _____ Regional Manager</p> <p>_____</p> <p>Region Office Address</p>	<p>2. FROM: _____ Name</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Telephone Number/FAX Number</p>
<p>3. RE: _____ Project Name as appears on permit/agreement</p>	

4. AGREEMENT/ACCOUNT INFORMATION: (check the applicable type)

2081 Permit
 Conservation Bank
 2835 NCCP
 1802 Agreement
 1600 Agreement
 Other _____

Project Tracking Number

5. PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ _____ Check No. _____

Account No. _____ Bank Routing No. _____

a. Endowment: for Long-Term Management Subtotal \$ _____

b. Habitat Enhancement Subtotal \$ _____

c. Security:

1. Cash Refundable Security Deposit Subtotal \$ _____

2. Letter of Credit Subtotal \$ _____

1. Financial Institution: _____

2. Letter of Credit Number: _____

3. Date of Expiration: _____

ACCOUNTING OFFICE USE ONLY	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	