

FIRST AMENDMENT TO
AGREEMENT BETWEEN
THE DEPARTMENT OF WATER RESOURCES AND
THE DEPARTMENT OF FISH AND GAME
REGARDING IMPLEMENTATION OF A FISH RESTORATION PROGRAM IN
SATISFACTION OF FEDERAL BIOLOGICAL OPINIONS FOR
STATE WATER PROJECT DELTA OPERATIONS

This First Amendment is made on Nov. 15, 2010 between the Department of Water Resources (DWR) and the Department of Fish and Game (DFG).

RECITALS

A. DWR and DFG are parties to the Agreement Between the Department of Water Resources and the Department of Fish and Game Regarding Implementation of a Fish Restoration Program in Satisfaction of Federal Biological Opinions for State Water Project Delta Operations, made on October 18, 2010 (the "Agreement").

B. DWR and DFG desire to amend the Agreement as set forth in this First Amendment.

Now therefore, in accordance with the Recitals and for good and valuable consideration including the terms and conditions herein, DWR and DFG agree to the following:

1. Commitments and Financing. Section F.3.1 of the Agreement is deleted in its entirety and replaced with the following revised Section F.3.1:

3.1. Year One Commitments and Financing.

In order to immediately start to restore habitats needed to ensure sufficient production, spawning and rearing for fish species covered under the Delta Smelt and Salmon BiOps and Longfin Smelt ITP, during Year One DWR will fund, plan, and implement to the extent practicable, those actions specified in Attachment 4, or equivalent actions, to the extent required to meet DWR's obligations under the BiOps and the ITP. The \$12 million funding commitment towards the Battle Creek Restoration Project will be satisfied by payments from DWR, made in at least two payments. The first payment, in a total sum not to exceed \$6 million, shall be paid to escrow account(s) or directly to recipient(s) identified by DFG for Battle Creek Restoration Project purposes, including mitigation measures. DWR shall make such payment in the amount and at the time requested in writing by

DFG. The second payment, of the balance of the \$12 million funding commitment remaining will be directly paid to Reclamation for Battle Creek Restoration Project purposes as and when requested in writing by DFG.

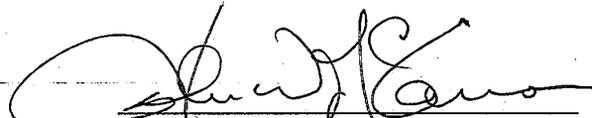
2. Attachments Incorporated Into the Agreement. Attachment 4 incorporated into the Agreement by reference titled, "Proposed Agreement Commitments and Estimated Costs," Section B1, Early Implementation Actions, Battle Creek Phase 2, is amended to delete the reference to "\$12,000,000 One-time fixed cost" in the "Year 1" column and replace it with, "\$12 million fixed cost, payable over two consecutive fiscal years."

3. Effectiveness of First Amendment. This First Amendment shall become effective upon signatures below. Except as modified by this First Amendment the Agreement is and shall remain in full force and effect.



Mark Cowin, Director
Department of Water Resources

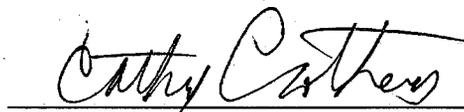
Date: 11/15/2010



John McCamman, Director
Department of Fish and Game

Date: 11/15/10

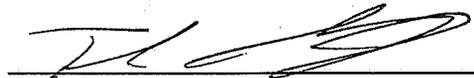
Approved as to legal form and sufficiency:



Cathy Crothers
Acting Chief Counsel

Department of Water Resources

Date: Nov. 8, 2010



Thomas Gibson
General Counsel

Department of Fish and Game

Date: Nov 15, 2010