CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CA 92123

STREAMBED ALTERATION AGREEMENT
EPIMS-LAN-63355-R5
LAGUNA CHANNEL

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
LAGUNA RETENTION BASIN LONG-TERM ROUTINE MAINTENANCE PROGRAM

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Los Angeles County Flood Control District (Permittee) as represented by Kevin Woods.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 3, 2025 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with this Agreement.

PROJECT LOCATION

The Project is located on Laguna Channel, a tributary to the Los Angeles, in the County of Los Angeles, State of California; Latitude 34.046389, Longitude -118.167778; or Section 32, Township 1S, Range 12W, U.S. Geological Survey (USGS) map Los Angeles, south base and San Bernardino meridian; Assessor's Parcel Numbers 5237-023-906, 5237-023-907, 5237-023-908.

PROJECT DESCRIPTION

Laguna Retention Basin is an 11.53-acre basin used for runoff regulation; it temporarily stores floodwaters collected from the Interstate Highway 710 (Long Beach Freeway) and slowly releases them to prevent the downstream and adjacent drainage systems from being overwhelmed. The Laguna Retention Basin Maintenance Program (Project) involves ongoing routine maintenance activities to restore the retention basin to "as-built" design capacity conditions.

The Project is limited to repairing and maintaining existing vegetation, clearing trash and debris, removing fallen or dead trees and shrubs, recontouring the basin bed to as-built conditions, conduct repairs to bank stabilization (rip-rap, retaining wall, and bioengineered), culvert maintenance, road/trail maintenance, sediment removal, and storm drain outfall maintenance and other minor maintenance and/or repair work necessary to maintain the functionality of the retention basin and comply with State Division of Safety of Dams including vector control and fire-hazard prevention requirements. Routine maintenance may consist of any combination of the following activities:

A. Sediment Removal: Sediment removal will be conducted annually as needed to remove any quantity of sediment collected in the retention basin. Sediment is not regularly collected in the basin, but there are occasions when runoff retained in the basin allows settlement during the temporary storage of floodwaters. Accumulated sediment reduces the storage capacity of the retention basin and clogs storm drain inlets and outlets, and will therefore be removed immediately, even in the most minimal quantities.

B. Annual Brush Clearing and Vegetation Mowing: Brush clearing and vegetation mowing includes removal and reduction of dead trees and trimming or thinning of bushes and shrubs, and removal of other combustible refuse near roads, fences, buildings, and combustible structures. Brush mowing will be conducted throughout the bottom of the basin and the slopes using a track mower.

C. Invasive and Non-native Vegetation Removal: All invasive or non-native vegetation will be removed annually as needed within the basin. Invasive vegetation would be removed first by hand and put onto a tarp to prevent further spread within the basin and watershed. Alternate methods of containing and hauling invasive species off-site also include covering invasive trees with plastic bags before cutting, directly disposing or

loading them into a nearby truck or mechanical bucket immediately after cutting, or any other available and feasible operation means to respond to each site condition.

D. Tree Trimming and Removal: Tree trimming and removal will include removal of non-native trees, as necessary. Native tree trimming, other than willows, will be carried out under the direction of a tree surgeon or qualified arborist.

E. Maintenance of Access Road and Other Appurtenances: Annual inspections of the retention basin structures will be conducted to determine necessary minor repairs and/or restoration/reconstruction of existing slopes, access roads to and into the retention basin, parking and turn-around areas, access railings/stairs, graffiti removals, spillway, inlet and outlet pipe structures/chutes, riprap, trash racks, facing slabs, gage boards, slope and down drains, fence, and other appurtenances to ensure compliance with all agency requirements and for the safety of the dam structures. This will require the use of hand and/or mechanical equipment and trucks to enter the basins to perform the repairs, including annual use of a D6 Dozer for slope tracking and erosion control. Appropriate BMPs will be installed prior to start of performing maintenance activities.

F. State Division of Safety of Dams (DSOD) Compliance: Removal of vegetation and/or accumulated trash/debris, including repair of rodent-damaged portions on the upstream and downstream faces of the retention basin and abutments will be conducted as necessary to comply with dam safety requirements of the DSOD and/or to ensure the integrity of the embankment. Additional maintenance activities may be required by State DSOD and shall be performed accordingly to comply with applicable regulations, including separate notification and coordination with CDFW and other agencies.

G. Storm Damage Repair and Restoration Projects: Storm damage repair and restoration of existing structures back to pre-storm conditions includes eroded or damaged slopes and embankments, down drains, inlet and outlet pipes and related structures, and other on-site structures. Appropriate BMPs will be installed prior to start of performing maintenance activities.

Project History

The Permittee constructed Laguna Retention Basin in the early 1960s. Routine maintenance activities at Laguna Retention Basin by the Permittee have been authorized under earlier Agreements continuously since late 2015:

1. Agreement No. 1600-2015-0131-R5 executed on November 5, 2015 and expired on October 30, 2025.
2. Emergency Lake or Streambed Alteration Notification No. EPIMS-LAN-63489-R5 covering October 31, 2025 to October 31, 2026 or the execution of this Agreement.

Compensatory mitigation for earlier project impacts was addressed through an on-site invasive plant and animal control program for the duration of the project.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

Birds: great blue heron (*Ardea herodias*), turkey vulture (*Cathartes aura*), western burrowing owl (*Athene cunicularia*), Cooper's Hawk (*Accipiter cooperii*), rock pigeon (*Columba livia*), white-throated swift (*Aeronautes saxatalis*), Allen's hummingbird (*Selasphorus sasin*), Pacific-slope flycatcher (*Empidonax difficilis*), black phoebe (*Sayornis nigricans*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), bushtit (*Psaltriparus minimus*), northern mockingbird (*Mimus polyglottos*), Hutton's vireo (*Vireo huttoni*), hooded oriole (*Icterus cucullatus*), song sparrow (*Melospiza melodia*), California towhee (*Melozone crissalis*), house finch (*Haemorhous mexicanus*);

Mammals: California ground squirrel (*Ostospermophilus beecheyi*), coyote (*Canis latrans*), common raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), western mastiff bat (*Eumops perotis californicus*);

Native Plants: Mexican elderberry (*Sambucus nigra* subsp. *caerulea*), pigweed (*Amaranthus* sp.), laurel sumac (*Malosma laurina*), common ragweed (*Ambrosia artemisiifolia*), mugwort (*Artemisia douglasiana*), coyote bush (*Baccharis pilularis*), mulefat (*Baccharis salicifolia*), horseweed (*Erigeron canadensis*), common sunflower (*Helianthus annuus*), California chicory

(*Rafinesquia californica*), coast live oak (*Quercus agrifolia*), toyon (*Heteromeles arbutifolia),* narrow-leaved or sandbar willow (*Salix exigua*), black willow (*Salix gooddingii*), arroyo willow (*Salix lasiolepis*), California boxelder [*Acer negundo*), Douglas' nightshade (*Solanum douglasii*), narrow-leaved cattail (*Typha angustifolia*);

Reptiles: Southern alligator lizard (*Elgaria multicarinata multicarinata*), side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*); and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area.

The adverse effects the Project could have on the fish or wildlife resources identified above include:

Permittee proposed Project activities will result in a total of 4.54 acres of permanent impacts to the following communities identified in Table 1 below.

vegetation classification	acreage
wildflower fields	1.84
developed	1.44
mixed ornamental woodland	0.65
open water	0.29
emergent disturbed sandbar willow scrub	0.16
disturbed riparian herbaceous	0.13
cattail marsh	0.02
tree of heaven stand	0.01
total	**4.54**

Table 1. Permanent impacts from Project activities.

Project activities avoid direct impacts to 0.66 acres of stream as indicated in Exhibit B.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.

1.5 State and Federal Permits. CDFW believes that permit/certification(s) may be required from the Regional Water Quality Control Board and United States Army Corps of Engineers for this project. Should such permits/certification(s) be required, a copy shall be submitted to CDFW.

1.6 Annual Fees.

1.6.1 California Code of Regulations, Title 14, section 699.5, establishes fees for each maintenance project. Fees applicable to activities undertaken pursuant to this Agreement will be those currently in effect at the time of the payment.

1.6.2 The annual per project fee for each maintenance year (September 1 to August 31) shall be paid by September 1 of each year for work performed the following maintenance year. For example, the annual per project fee for maintenance year September 1, 2026, to August 31, 2027 shall be paid by September 1, 2026. After the conclusion of each maintenance year, CDFW will review the Annual Report submitted by Permittee (Measure 4.4)

and reassess fees.

1.7 Designated Biologists. Permittee shall submit to CDFW for review and approval a list of biologists at least (30) days before initiating any project activities. The list shall include the biologist's names, duties of which they are requesting approval, qualifications, experience, and contact information. Permittee shall specify the proposed responsibilities of each Designated Biologist(s) and provide clear evidence of knowledge, experience, and capability of performing those proposed duties.

1.7.1 Designated Biologist(s) is an individual who holds a wildlife biology, botany, ecology, forestry, or other relevant degree from an accredited university and meets the following criteria: (a) knowledgeable and experienced in the biology and natural history of local plant and wildlife resources; (b) able to correctly identify relevant species or resources that are or have the potential to be present at the project area; (c) previous biological monitoring experience on construction projects; (d) for any required nesting bird surveys, the biologist must have field experience conducting general and protocol level surveys related to finding nests and monitoring them for the specific purpose of determining breeding status, egg incubation, chick maturity, and estimating fledge date; (e) have experience with CDFW's California Natural Diversity Database (CNDDB) and Biogeographic Information and Observation System (BIOS); (f) have the necessary experience and/or certifications for conducting protocol and focused surveys for species that may be present in the project area; (g) is knowledgeable of state and federal laws regarding the protection of sensitive species; and (h) when needed, have obtained the proper documentation in regards to Scientific Collecting Permits (SCP) or Memorandum of Understanding (MOU).

1.8 Designated Biologist – Monitoring. A Designated Biologist shall be on-site to monitor all project activities that include vegetation and sediment removal. The Designated Biologist shall (1) ensure that the limits of mowing within the basin bed and banks are limited to areas outside "Protected" areas as shown on Exhibit A; (2) perform necessary monitoring and take photographs during the maintenance process, as required by this Agreement; (3) halt maintenance activities if protected species are identified and notify the CDFW and other appropriate agencies

immediately, if necessary; and (4) notify the Permittee and CDFW of any non-compliance with this Agreement.

1.9 Designated Biologist – Responsibilities. A Designated Biologist shall also be responsible for: (a) being present at the work site to survey the work area immediately prior to the start of work on that given day; (b) identify safe and pre-determined relocation areas suitable for the host of species that may need to be moved out of harm's way; (c) have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources; (d) educate the contractors and equipment operators regarding the conditions of this Agreement; (e) install exclusionary devices, if and where necessary, to prevent the migration of species into the work area(s); and, (f) conduct an environmental education program as detailed below.

1.10 Worker Environmental Awareness Program. Educational materials shall be created and incorporated into an environmental training, to be conducted for all project personnel entering the project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute wallet-sized cards or a fact sheet for workers to carry on-site that contains this information and pertinent project contacts. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement,

"protected species" means the following: a species fully protected under state law (Fish & G. Code §§ 3511, 5515); a candidate species or species listed as threatened or endangered under the CESA (Fish & G. Code § 2050 et seq.) and/or the ESA (16 U.S.C. § 1531 et seq.); a state-listed rare plant species; or any other species for which take is prohibited under state or federal law. No direct or indirect impacts shall occur to any protected species, except as may be authorized by one or more individual permits that authorize such impacts. If protected species are observed in the area, Permittee shall immediately notify and consult with CDFW for further actions, which may include an immediate halt of all work.

2.2 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in "take," as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee may request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service would be required to receive take authority for ESA- and CESA-listed species. The following species are known to occur near the project location and are subject to CESA: Crotch's bumble bee, and western burrowing owl.

2.3 Nesting Birds. It is Permittee's responsibility to avoid impacts to nesting birds throughout the Project term regardless of season. Permittee shall ensure that impacts to nesting birds are avoided through the implementation of pre-construction surveys, ongoing monitoring, and if necessary, establishment of minimization measures.

2.3.1 Restricted Work Period for Mowing Emergent Vegetation. To avoid impacts to nesting birds, mowing of emergent vegetation activities shall not occur from March 1 to September 15 (the "restricted work period").

2.3.2 Restricted Work Period for Other Routine Maintenance Activities. Avoidance of conducting other routine maintenance activities during the restricted work period should also occur between March 1 and September 15. If avoidance of the nesting bird season for other routine maintenance activities (aside from mowing emergent vegetation), other maintenance activities may occur between March 1 and September 15

after the completion of nesting bird surveys. To avoid impacts to nesting birds, Permittee shall have a Designated Biologist conduct a nesting bird survey within a three-day period prior to the initiation of any vegetation- or ground-disturbing Project activities. The survey area shall extend into all suitable habitat 500 feet beyond the project limits. The results from these nesting bird surveys shall be retained by the Permittee and submitted to CDFW prior to initiation of project activities. Project activities may be modified to avoid impacts to nesting birds. Examples of modifications include, but are not limited to, establishment of no-disturbance buffer zones, installation of visual and/or noise barriers, and delaying work until the completion of nesting activity.

2.4 Migratory Birds. Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. Section 10.13). Sections 3503, 3503.5, and 3513 of the California Fish and Game Code prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA). This Agreement does not allow Permittee, any employees, or agents to destroy or disturb any active bird or raptor nest at any time of the year.

2.5 Burrowing Owl. Permittee shall avoid take of burrowing owl. Prior to the start of ground-disturbing activities, Permittee shall have a Designated Biologist conduct focused surveys and a burrowing owl habitat assessment consistent with the 2012 CDFW Staff Report or the most recent CDFW-approved survey protocol for burrowing owl within the project area.

2.5.1 Permittee shall complete burrowing owl surveys within 60 days and no less than 14 days prior to initiating ground-disturbing activities using methods approved by CDFW on the site where Project activities will occur or within 500 feet of suitable habitat.

2.5.2 Surveys shall be conducted by the Designated Biologist knowledgeable of burrowing owl habitat, ecology, and field identification of the species and burrowing owl sign at the appropriate time of day/dawn, during appropriate weather conditions, prior to the initiation of ground-disturbing activities addressed by this Agreement. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat. Burrowing owls use a variety of natural and modified habitats for nesting

and foraging that is typically characterized by low growing vegetation. Burrowing owl habitat includes but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey. Vegetation and features may include native and non-native grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement. Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW prior to the start of any ground-disturbing activities, including staging and site preparation.

2.5.3 If suitable burrowing owl habitat is found on site, Permittee shall have the Designated Biologist inspect all burrows that exhibit typical characteristics of owl activity (e.g., owls themselves, burrows, and owl sign at burrow entrances, including pellets, feces or other "ornamentation," feathers, prey remains, and whitewash) no sooner than 3 days prior to any site preparation activities. If it is evident that the burrows are actively being used, Permittee shall notify CDFW immediately.

2.5.4 If burrowing owls are observed within the Project work area at any time during the term of this Agreement, Permittee shall notify CDFW immediately. Further, Permittee shall be responsible for implementing appropriate avoidance and mitigation measures including, but not limited to, habitat avoidance, no-disturbance buffers, or other measures pre-approved by CDFW.

2.6 Bats. To avoid the direct take of bats that could result from removal of trees and/or structures that may provide day or night roost habitat (e.g., in

cavities or under loose bark), Permittee shall implement the following measures for all maintenance activities:

2.6.1 Tree and/or structure removal shall only occur between October 1 and February 28, outside of the maternity roosting season for bats.

2.6.2 If the removal of trees and/or structures is not feasible outside of the bat maternity season (March 1 to September 30), Permittee shall have a Designated Biologist conduct focused presence/absence surveys for bats on the project site prior to commencement of project activities. Focused bat surveys shall be conducted by qualified bat specialist Designated Biologist approved by CDFW. The Designated Biologist shall conduct a follow up focused bat survey no less than 7 days before scheduled tree/structure removals. Each tree and/or structure identified as potentially supporting an active maternity roost or day roost should be closely inspected by the bat specialist to more precisely determine the presence or absence of roosting bats. If bats are found, all active bat roosts shall be avoided with 100-foot minimum surrounding buffer zones and/or delaying work until the conclusion of the nesting/breeding season. Additional mitigation measures may be required in the form of bat roost installations. CDFW reserves the right provide additional provisions to this Agreement designed to protect roosting bats. Trees and/or structures determined to be maternity roosts shall be left in place until the end of the maternity season. Trees that are known to be bat roosts shall not be cut or mulched immediately. Provide a period of at least 24 hours, and preferably 48 hours, to elapse prior to such operations to allow bats to escape.

2.6.3 To minimize disturbance to night roosts do not conduct tree removal activities within 100 feet of bridges between 10:00 PM and sunrise at any time of year work is conducted. Bird exclusion netting shall not be used on underside of bridges, unless subsequently agreed to by CDFW. Lights shall not be used under bridges. Combustion equipment, such as generators, pumps, and vehicles, shall not be parked or operated under bridges. Personnel shall not be present under bridges from 1/2 hour before sunset to 1/2 hour after sunrise.

2.6.4 Regardless of timing, Permittee shall have a Designated Biologist conduct focused presence/absence surveys for bats on the project site prior to the

removal of trees and/or structures that may provide day or night roost habitat for bats. Focused bat surveys shall be conducted by qualified bat specialist Designated Biologist approved by CDFW. The Designated Biologist shall conduct a focused bat survey no less than 15 days before scheduled tree/structure removal to identify those trees and/or structures proposed for disturbance that could provide hibernacula, roosting, or nursery colony habitat for bats.

2.6.5 If bats are not detected, but the bat specialist determines that roosting bats may be present at any time of year, it is preferable to slowly push any tree/structure down under operator's control using heavy machinery rather than felling it with a chainsaw. To ensure the optimum warning for any roosting bats that may still be present, the tree should be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree should then be pushed to the ground slowly and should remain in place until it has been inspected by a bat specialist. Trees that are observed to have bats during this process should not be cut or mulched immediately. A period of at least 24 hours shall elapse prior to such operations to allow bats to escape. Bats should be allowed to escape prior to demolition of structures. This may be accomplished by placing one-way exclusionary devices into areas where bats are entering a building that allow bats to exit but not enter the structure.

2.6.6 The qualified bat specialist Designated Biologist shall document all demolition monitoring activities and prepare a summary report to CDFW upon completion of tree disturbance and/or building demolition activities. This Bat Report should be submitted with all other reporting within the Annual Report.

2.7 Leave Wildlife Unharmed. If any wildlife is encountered during project activities, said wildlife shall be allowed to leave the project area unharmed. If any listed wildlife is encountered, Permittee shall contact the CDFW immediately.

2.8 Access Road Repair. The Permittee may grade and fill existing access roads as necessary to assure utility. No material of any nature from this activity shall be side cast onto the stream side of the access road except as provided for in other provisions of this Agreement.

2.9 Bank Stabilization. Permittee may conduct in-kind repairs for the purposes of bank stabilization within Laguna Retention Basin. Permittee shall employ the same materials used in the original construction. In-kind repairs shall occur only in the locations of existing bank protection. Repair work shall be accomplished without damaging vegetation or altering the streambed or stream banks more than 15 feet in any direction from the original bank protection. Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent concrete from entering into the basin bed or banks outside of those structures. No concrete shall be poured where it will be exposed to water for 15 days or if the 15-day weather forecast indicates any chance of measurable rain.

2.10 Vegetation Removal within Laguna Retention Basin. Permittee may remove vegetation communities and native trees with a trunk diameter at breast height (DBH) no greater than two (2) inches outside of areas identified as "Protected" in Exhibit A. Permittee shall not remove native trees in locations identified in Exhibit A as "Protected", except as otherwise permitted elsewhere in this Agreement, without prior written approval by CDFW. Permittee shall not remove native trees with a trunk diameter at breast height (DBH) in excess of two (2) inches in areas outside "Protected" areas without prior consultation and approval of a CDFW representative. Native trees marked for protection shall only be trimmed in pursuant to Condition 2.12.

2.11 No Grubbing of Root Zone. Permittee shall not remove vegetation by excavation, grubbing or cutting of stems below the ground level in area designated in Exhibit A as "Protected".

2.12 Native Vegetation Trimming. Native vegetation trimming is defined herein as the maintenance of native trees, shrubs, forbs, and grasses located in areas designated as "Protected" as shown on Exhibit A. Permittee may maintain native vegetation in these areas to the extent necessary to allow limited pedestrian access for specific routine maintenance activities defined in Project Description. There shall be no vegetation trimming in excess of what is necessary to allow the level of access needed. Native vegetation shall not be trimmed or removed for purposes of aesthetics or recreational access, and work shall only be performed with hand tools to

the extent necessary to gain access to structures marked as developed or to dislodge and remove debris dams.

2.13 Identification of Project Limits. Prior to conducting vegetation maintenance activities, restoring open water areas to as-built condition, conducting repairs to bank stabilization (rip-rap, gabions, retaining wall, and bioengineered banks), culvert maintenance, sediment removal, storm drain outfall maintenance the perimeter of the work site shall be adequately flagged to prevent damage to adjacent riparian habitat. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.

Water Quality and Sediment Control

2.14 Soil Erosion and Sediment Control Measures. Permittee shall implement water quality and sediment control best management practices (BMPs) throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Permittee shall maintain the sediment and erosion control measures in good operating condition. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, silt curtain, coir logs, coir rolls, and/or straw bale dikes. Permittee shall monitor silt curtain for wildlife entrapment on a daily basis. Permittee shall employ corrective measures if wildlife become trapped between shore and the silt curtain. Any type of erosion control blanket or other product shall not use plastic and shall be weed-free. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting. Permittee shall permanently stabilize all exposed soil, other fills, above and below the ordinary high-water mark or high tide line at the earliest practicable date. If rain is predicted within 12 hours after maintenance operations begin, activities shall cease temporarily, and protective measures to prevent siltation/erosion shall be implemented and maintained. Permittee shall employ measures to control dust and minimize downstream discharge through runoff, wind, or other disturbance. If a sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and notify the CDFW immediately. Permittee shall ensure materials used in the sediment barriers will not pose an entanglement risk to fish or wildlife. If CDFW determines that turbidity or siltation levels resulting

from project-related activities constitute a threat to aquatic life, those project activities shall be halted until CDFW-approved control devices are installed, or abatement procedures are initiated.

2.15 Specific BMPs. Permittees shall implement the following:

2.15.1 Access routes and staging areas shall be located within previously existing access roads.

2.15.2 All equipment shall be staged outside of the basin and within designated staging areas.

2.15.3 All equipment and materials will be stored and fueled within the designated staging areas. Sand bags, straw waddles, and tarps will be used around and over construction materials and equipment within the designated staging areas. The staging areas will be secured with BMPs so as to prevent and provide protection from spills.

2.15.4 Project maintenance shall not be conducted during storm events, when the predicted chance of measurable rain is forecasted to be 20 percent or greater, or when water is present in the basin. All work shall only be conducted when the basin is dry.

2.15.5 Shaker plates shall be used by vehicles prior to entering and leaving the facility boundary.

2.15.6 All BMPs will be removed from the project site upon completion of the maintenance activities.

2.16 Stream Diversion. Permittee shall avoid work in surface waters to the greatest extent possible. When working in flowing surface waters is unavoidable, Permittee may divert stream flow around or through the work area during construction activities.

2.17 Sediment Removal from Existing Structures. Permittee may remove vegetation and debris including sediment and rocks which directly interferes with the proper function and operation of existing devices, to include culverts, storm drain outlets water diversion inlets, or that which must be removed to repair said devices or to replace them in their existing locations. Repair or replacement shall employ the same type materials used in the original construction and shall occur only in the locations of existing devices. Sediment removal shall not extend more than 5 feet in any

direction from said device. The basin bed and basin banks are not considered "devices", for purposes of this condition.

2.18 Routine Sediment Removal within Laguna Retention Basin. Permittee may conduct sediment removal within areas outside designated "Protected" areas of basin bed as described in the Project Description. The level of sediment may be determined by survey and removals shall remove no more sediment than as-built engineering design drawings specify.

2.19 Excavation Spoils. Spoil storage sites shall not be located near flowing surface waters or where it can cover aquatic or riparian vegetation. The sediment may be transported to an on-site storage area. If an on-site storage area is used, it should be chosen in an already disturbed area where it will not impact native vegetation beyond the approved project footprint and sediment control devices installed. Permittee shall recontour any disturbed ground to restore its original condition.

Litter and Pollution Control and Cleanup

2.20 Emergency Response Plan. Permittee shall develop an Emergency Response Plan for CDFW approval. The Emergency Response Plan shall identify actions that should be taken in the event of a spill of petroleum products, or other material harmful to aquatic or plant life and the uses of emergency response materials.

2.20.1 Permittee shall keep a copy of this Emergency Response Plan available on site during all project work activities.

2.20.2 All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on site for use in an accidental spill. If a spill occurs, Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. Notify and consult CDFW regarding clean-up procedures.

2.21 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. CDFW shall be notified immediately by Permittee of

any spills and shall be consulted regarding any ongoing cleanup procedures.

2.22 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, wildlife, or riparian habitat resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.

Invasive Species Removal and Control

2.23 Pre-maintenance Invasive Species Education Program. Prior to the commencement of any project activities, Permittee shall conduct Invasive Species Education Training for all persons that will conduct maintenance activities. The training will consist of a presentation designed a Designated Biologist that includes a discussion of the invasive species currently present within the project site as well as those that may pose a threat or have the potential to invade the project site.

2.24 Invasive Species Spread Prevention. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria), from one project site and/or watershed to another.

2.25 Decontamination of Project Tools and Equipment. Permittee shall inspect and decontaminate all tools, waders and boots, and other project-related equipment during maintenance activities by removing all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site and/or between each use in different waterbodies. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

2.26 Decontamination Methods for Project Tools and Equipment. Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. Permittee then shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods,

2.26.1 Drying. Permittee shall allow equipment to dry thoroughly (i.e., until there is

a complete absence of water), preferably in the sun, for a minimum of 48 hours.

2.26.2 Hot Water Soak. Permittee shall immerse equipment in 140 °F or hotter water and soak for a minimum of 5 minutes.

2.26.3 Freezing. Permittee shall place equipment in a freezer 32 °F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the project site.

2.27 Decontamination of Vehicles. Permittee shall decontaminate vehicles and other project-related equipment too large to immerse in a hot water bath by pressure washing with hot water a minimum of 140 °F at the point of contact or 155 °F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g., storage compartments) for a minimum of 10 minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible. Repeat decontamination is required only if the vehicles are removed from the site, used within a different watershed, and returned to the project site.

2.28 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into streams or other sensitive habitat areas.

2.29 Unlawful to Possess Dreissenid Mussels. Pursuant to California Code of Regulations (CCR) title 14 section 681 and Fish and Game Code section 2301 it is unlawful for any person to possess, import, ship, or transport in the state live or dead dreissenid mussels except as authorized in a permit issued by the CDFW. A Restricted Species Permit pursuant to CCR title 14 section 671.1 is required for the collection, possession, and/or research of live dreissenid mussels.

2.30 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the project site is discovered during project activities by submitting a completed Invasive Species Sighting Report Form (available online at: https://wildlife.ca.gov/Conservation/Invasives/Report) and photos to the Invasive Species Program by e-mail at: invasives@wildlife.ca.gov.

Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

2.31 Invasive Plant Species. Permittee shall remove invasive, non-native vegetation, such as Arundo (*Arundo donax*), tamarisk (*Tamarix* spp.), eucalyptus-immature <3" DBH (*Eucalyptus* spp.), tree tobacco (*Nicotiana glauca*), pepper tree (*Schinus* spp.), castor bean (*Ricinus communis*), perennial pepperweed (*Lepidium latifolium*), tree of heaven (*Ailanthus altissima*), and pampas grass (*Cortaderia* spp.) from the work area and shall dispose of it in a manner and a location which prevents its re-establishment.

2.32 Invasive Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.

2.33 Herbicide Use and Application. All herbicide use conditions for mixing, application and clean-up shall conform to all applicable federal, state, and local regulations. No herbicides shall be used where threatened or endangered species occur, when wind velocities are above 5 miles per hour, or when nesting birds could be exposed. Nothing in this Agreement represents a pesticide use recommendation that allows for actions which conflict with pesticide use. Any application of herbicide shall be done by a licensed applicator in accordance with all applicable, federal, state, local laws, and guidelines. All herbicides, surfactants, and other pesticides utilized within or adjacent to CDFW jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Non-Native Invasive Plant and Animal Removal. The Permittee shall remove non-native invasive plant and animal species observed during course of routine maintenance. If Permittee encounters non-native invasive plants and animals, then they shall be removed from the Project area and disposed of properly. Non-native invasive plant species to be removed include, but are not limited to, those species documented in the California Invasive Plant Inventory list. This list includes such species as: giant reed, tamarisk, castor bean, tree tobacco, perennial pepperweed, pepper trees, pampas grass, fountain grass, ice plant, myoporum, tree of heaven, black locust, capeweed, periwinkle, sweet alyssum, English ivy, French broom, Scotch broom, and Spanish broom. A copy of the complete list can be obtained by contacting the California Invasive Plant Council or by accessing their web site at https://www.cal-ipc.org/plants/inventory/

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Reporting. All surveys, pre- and post-construction notifications, monitoring reports, and any other required communication between Permittee and CDFW shall be submitted through the online Environmental Permit Information Management System (EPIMS) and CC David.Lin@wildlife.ca.gov, and reference Agreement # EPIMS-LAN-63355-R5.

4.2 Annual Work Plan. Permittee shall submit an Annual Work Plan with the appropriate fees to CDFW by September 1 of each year describing all maintenance projects proposed for the upcoming maintenance season. CDFW shall review the Annual Work Plan within 60 days of receipt. CDFW shall provide comments regarding missing information and inform Permittee if any work described falls outside the Agreement and is not authorized. The Annual Work Plan shall include at least the following information for each

work site: (1) Description of project activities proposed; (2) Project activity start date; and (3) Project activity completion date.

4.3 Verification Request Form. For all projects not included in the Annual Work Plan, Permittee shall notify CDFW in writing 45 days prior to beginning work by submitting a Verification Request Form (VRF; Exhibit B) to CDFW through the online Environmental Permit Information Management System (EPIMS) and CC David.Lin@wildlife.ca.gov. Upon receipt of a VRF and associated fees described in Measure 1.6, CDFW shall determine no later than 30 days prior to the start of work if the project may proceed as scheduled and that it meets the required avoidance measures and mitigation authorized by this Agreement. If the activity is not authorized under this Agreement, Permittee may be required to notify under a Subnotification or separate Notification. VRFs should be submitted for all emergency response projects unless the work is immediately necessary to protect life and property, pursuant to Fish and Game Code section 1610. For other urgent repairs, Permittee should coordinate with CDFW for expedited processing of VRFs.

4.4 Annual Report. Permittee shall provide a written annual maintenance report to CDFW describing maintenance activities completed during the preceding maintenance year. The annual report may be combined with other annual reporting from the Permittee to CDFW (e.g., debris basin routine maintenance or soft-bottom channel routine maintenance). The annual report shall include color photographs of before and after project-related activities, including the surrounding staging areas. The annual report at a minimum shall contain pre-project photographs, total amount of area impacted post-project, and post-project photographs describing the maintenance work that was performed the previous maintenance year. This annual report shall be submitted to CDFW no later than July 31 of the following year for work performed the previous maintenance year. For example, the annual report for maintenance year September 1, 2025 to August 31, 2026 shall be submitted by July 31, 2026.

4.5 Quadrennial Status Report. Pursuant to the California Fish and Game Code Section 1605 (g) every four years during the term of this Agreement, until the Agreement expires, a report shall be submitted to CDFW by July 31 of each four-year period (first status report due July 31, 2027), and shall include the following information:

4.5.1 A copy of the original Agreement;

4.5.2 The status of the activity covered by the Agreement;

4.5.3 An evaluation of the success or failure of the measures in the Agreement to protect the fish and wildlife resources that the activity may substantially adversely affect;

4.5.4 A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected;

4.5.5 A quantitative and qualitative assessment of habitat occurring within each reach that is suitable for protected species;

4.5.6 Reports shall include photo documentation consisting of "before and after" photos of representative work areas in which maintenance was completed with hand tools, and all areas in which work involving heavy equipment occurred;

4.5.7 Upon receipt of the Quadrennial Report, CDFW will contact Permittee to schedule an on-site inspection by CDFW, to confirm that Permittee is in compliance with the terms of this Agreement, and that the Agreement is adequately protecting fish and wildlife resources. These on-site inspections shall be conducted by CDFW staff every four years during the term of this Agreement, until the Agreement expires.

4.5.8 Following review of the Quadrennial Report and the on-site inspection, if CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources that are being substantially adversely affected by the activity, CDFW, in consultation with Permittee, and within 45 days of receipt of the report, shall impose one or more new measures to protect the fish and wildlife resources affected by the activity.

4.6 Failure to Provide Reports. If Permittee fails to provide timely reports as required by this Agreement, CDFW may suspend or revoke this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

Kevin Woods
Los Angeles County Flood Control District
EPIMS-LAN-63355-R5
Laguna Retention Basin Long-Term Routine Maintenance Program
900 South Fremont Avenue
Alhambra, California 91803
kewoods@dpw.lacounty.gov

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-LAN-63355-R5
Laguna Retention Basin Long-Term Routine Maintenance Program
EPIMS.R5@wildlife.ca.gov and CC David.Lin@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if CDFW determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement, in accordance with section 723 of title 14 of the California Code of Regulations.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the Project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq*. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit.

14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees.

TERM

This Agreement shall expire on June 1, 2041, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and incorporated herein by reference.

A. Exhibit A. Project work area

B. Exhibit B. Vegetation Communities within Project work area

C. Exhibit C. Verification Request Form

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on

Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

EXHIBITS

Exhibit A. Project work area.

Exhibit B. Vegetation Communities within Project work area.

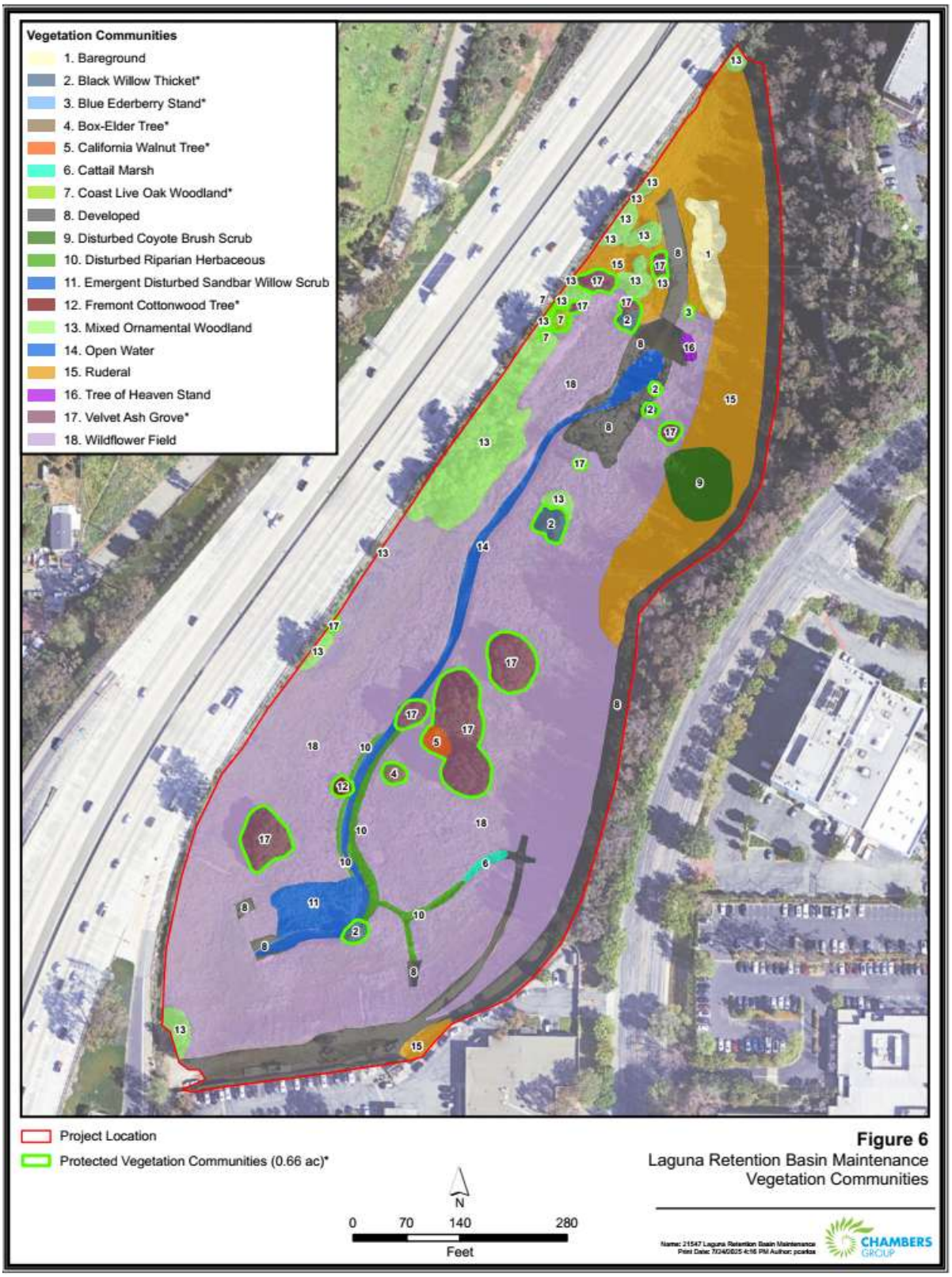

Exhibit C. Verification Request Form