



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: **PD-4**

August 31, 2006

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RIGHT-OF-ENTRY AGREEMENT WITH PUENTE HILLS LANDFILL NATIVE
HABITAT PRESERVATION AUTHORITY—fvMITIGATION FOR RUBBER DAM NOS.
2 AND 3 IN THE SAN GABRIEL RIVER AT VALLEY BOULEVARD
SUPERVISORIAL DISTRICTS 1 AND 4
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

Approve and instruct the Mayor to sign the enclosed Right-of-Entry Agreement between the Flood Control District and the Puente Hills Landfill Native Habitat Preservation (Authority). The Agreement provides for the County to access 3.61 acres of land in the Powder Canyon stream corridor to restore an area of riparian habitat as a mitigation measure for constructing San Gabriel River Rubber Dam Nos. 2 and 3. The County is to pay \$54,150 to the Authority as consideration for the rights granted under this Agreement. The Agreement further provides that if the on-site work does not commence within one year from the effective date of this Agreement, the Authority may extend the period to commence work by an additional year for a fee of \$18,050.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On June 29, 2004, Item No. 119, your Board awarded a construction contract to construct two inflatable rubber dams and appurtenant structures in the San Gabriel River between Valley Boulevard and San Jose Creek. The rubber dams will temporarily retain local stormwater runoff from the upper watershed and release the stormwater to downstream spreading basins to recharge the groundwater aquifer. Construction of the rubber dams resulted in permanent impacts to the U.S Army Corps of Engineers and California Department of Fish and Game jurisdictional areas. Public Works will mitigate these impacts by restoring 3.61 acres of riparian habitat at Powder Canyon on land owned by the Authority.

Your Board's approval of the enclosed Agreement is necessary for Public Works to access the mitigation area and to pay the Authority for the access rights. Public Works has issued a Request for Proposal for a service contract to implement the mitigation and will return to the Board for the award of this contract.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goals of Service Excellence and Community Services. The rubber dams will increase stormwater recharge to the groundwater aquifer, thereby increasing the availability of water to residents of the County.

FISCAL IMPACT/FINANCING

The \$54,150 to finance the necessary payment to the Authority for the rights access is included in the Fiscal Year 2006-07 Flood Control District Fund Budget. If the work does not commence within one year, the \$18,050 for the fee to extend the commencement period will be included in Fiscal Year 2007-08 Flood Control District Fund Budget. The recommended action will have no fiscal impact on the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement has been reviewed and approved as to form by County Counsel and has been executed by the Authority.

The Agreement provides for the County, upon payment of a fee of \$54,150, to access 3.61 acres of land in the Powder Canyon stream corridor to restore an area of riparian habitat as a mitigation measure for constructing San Gabriel River Rubber Dam Nos. 2 and 3.

The Honorable Board of Supervisors
August 31, 2006
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Under the terms of the Agreement, if on-site work does not commence within one year from the effective date of this Agreement, the Authority may extend the period to commence work by an additional year for a fee of \$18,050 to be paid by the County.

ENVIRONMENTAL DOCUMENTATION

On September 2, 2003, Item 36, your Board approved the Mitigated Negative Declaration for the construction of Rubber Dam Nos. 2 and 3 project in the San Gabriel River at Valley Boulevard.

The recommended habitat restoration Agreement and activities are within the scope of approved Mitigated Negative Declaration.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

CONCLUSION

Upon approval, please return two signed copies of the Agreement along with one adopted copy of this letter to Public Works for further processing.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

IY:sc

C070146

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Enc.

cc: Chief Administrative Office
County Counsel

RIGHT-OF-ENTRY AGREEMENT

THIS RIGHT-OF-ENTRY AGREEMENT (AGREEMENT) is made this ____ day of _____, 2006 (Effective Date), by and among the PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY, (herein referred to as AUTHORITY), a joint powers agency, and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, (herein referred to as DISTRICT).

RECITALS

WHEREAS, the DISTRICT is a political entity separate and distinct from the County of Los Angeles (COUNTY), but is governed by the COUNTY Board of Supervisors;

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by the COUNTY'S Department of Public Works;

WHEREAS, the AUTHORITY is the owner of certain real property commonly known as POWDER CANYON located in the City of La Habra Heights, County of Los Angeles, State of California, depicted on Exhibit A hereto;

WHEREAS, POWDER CANYON possesses open space, riparian, and other habitat types that have been disturbed and the restoration and preservation of which are important to sensitive species of great importance to the AUTHORITY, the DISTRICT, the people of Los Angeles County, the people of the State of California, and the people of the United States of America (CONSERVATION VALUES);

WHEREAS, in connection with issuance of the Biological Opinion FWS-LA-3787.3 for the San Gabriel River Valley Boulevard Rubber Dams No. 2 and No. 3 Project, proposed by the DISTRICT, dated April 22, 2004, prepared by the United States Fish and Wildlife Service (USFWS), Individual Permit No. 200400105-KW, signed June 08, 2004, prepared by the Army Corps of Engineers (CORPS), and Stream or Lake Alteration Agreement, Notification No. 1600-2003-5133-R5, dated August 6, 2004, prepared by the California Department of Fish and Game (CDFG), DISTRICT has agreed to restore the CONSERVATION VALUES of 3.61 acres of riparian habitat in POWDER CANYON depicted on Exhibit A hereto and hereinafter referred to as the Willow-Mulefat Riparian Restoration Area (RESTORATION AREA).

WHEREAS, the restoration of the RESTORATION AREA will be performed in accordance with Riparian Habitat Offsite Mitigation Program San Gabriel River Rubber Dam Nos. 2 and No. 3 (HABITAT MITIGATION AND MONITORING PLAN), prepared by BonTerra Consulting and dated September 10, 2004.

WHEREAS, the AUTHORITY desires that the CONSERVATION VALUES of the RESTORATION AREA be restored, and is willing to grant to the DISTRICT a right of entry to the RESTORATION AREA in order to perform such work, which includes the temporary right of ingress and egress between Old Fullerton Road, the RESTORATION AREA, and AUTHORITY-approved staging areas, subject to the terms and conditions set forth in this AGREEMENT.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, conditions and restrictions contained herein, the AUTHORITY and the DISTRICT hereby agree as follows:

1. Right of Entry. The AUTHORITY hereby grants to the DISTRICT the right to use the RESTORATION AREA for the restoration of CONSERVATION VALUES in accordance with the HABITAT MITIGATION AND MONITORING PLAN for the RESTORATION AREA (RESTORATION RIGHT). The AUTHORITY hereby grants to the DISTRICT permission to use the ROADS, as defined in paragraph 1(b), for pedestrian and vehicular ingress and egress between Old Fullerton Road and the RESTORATION AREA, subject to the terms, conditions and restrictions set forth below (INGRESS/EGRESS RIGHT).
 - (a) Purpose. 1) The purpose of the RESTORATION RIGHT is to provide the DISTRICT and its employees, agents, representatives, contractors and subcontractors, including without limitation any Landscape Contractors and Biological Monitors, as defined in the HABITAT MITIGATION AND MONITORING PLAN, (collectively, the DISTRICT'S REPRESENTATIVES) with the right to restore the CONSERVATION VALUES of the RESTORATION AREA pursuant to the HABITAT MITIGATION AND MONITORING PLAN for the RESTORATION AREA. 2) The purpose of the INGRESS/EGRESS RIGHT is to provide the DISTRICT and DISTRICT'S REPRESENTATIVES ingress and egress between the RESTORATION AREA and the Old Fullerton Road to the extent necessary in connection with the activities authorized under the HABITAT MITIGATION AND MONITORING PLAN for the RESTORATION AREA, including any access to an AUTHORITY-approved staging area or as required to bring irrigation water to the RESTORATION AREA.

The parties acknowledge that the mitigation work will be initiated at a number of sites in the RESTORATION AREA and at those sites that are not dependent on sufficient water supply, DISTRICT will plant the site(s) with elderberry plants to avoid and/or minimize failure of the revegetation. DISTRICT acknowledges that it assumes the risk of the mitigation failing for any reason including acts of God during the term of this AGREEMENT. Notwithstanding the preceding acknowledgement, AUTHORITY agrees

that should the mitigation fail at a site because of vandalism, AUTHORITY will work with DISTRICT to find a replacement area on AUTHORITY-owned or operated parkland, but makes no representation herein that such a replacement area exists. Access to replacement area will be provided under the same terms as provided herein for an administrative fee of five thousand dollars (\$5,000). DISTRICT agrees that if one or more sites fail that it will restore the failed site(s) to original condition by removing all dead and/or dying plant material and irrigation materials during the term of this AGREEMENT.

DISTRICT further agrees, at its cost and working with AUTHORITY, to post signs in the RESTORATION AREA educating the public about the mitigation and warning the public to stay out of the RESTORATION AREA.

- (b) Location. The RESTORATION RIGHT shall be limited to the RESTORATION AREA. The INGRESS/EGRESS RIGHT shall be limited to the existing or future roads and trails between Old Fullerton Road and the RESTORATION AREA (ROADS) and to an AUTHORITY-approved staging area and as required to bring irrigation water to the RESTORATION AREA, provided that the AUTHORITY reserves the right to limit the access route between Old Fullerton Road and the RESTORATION AREA to a specified road or roads upon 10 days prior written notice to the DISTRICT.
- (c) Limited to Use by the DISTRICT and Certain Others. The RESTORATION RIGHT and the INGRESS/EGRESS RIGHT shall be limited to use by the DISTRICT and the DISTRICT'S REPRESENTATIVES.
- (d) Nonexclusive. The AUTHORITY retains the right to use and to grant to others the nonexclusive right to use POWDER CANYON (other than the RESTORATION AREA) for any and all lawful purposes, so long as such use does not unreasonably interfere with the RESTORATION RIGHT and the INGRESS/EGRESS RIGHT granted to the DISTRICT hereunder.
- (e) Nontransferable. The RESTORATION RIGHT and the INGRESS/EGRESS RIGHT are nontransferable by the DISTRICT and the DISTRICT'S REPRESENTATIVES as defined in paragraph 1(a) except as approved in writing by the AUTHORITY; provided that approval under this paragraph 1(e) does not operate as approval of a change to the Landscape Contractor covered by paragraph 1(m) after AUTHORITY approves the DISTRICT'S contract with Landscape Contractor.
- (f) Temporary. The RESTORATION RIGHT and the INGRESS/EGRESS RIGHT are granted for a temporary period and shall commence and expire as set forth in paragraph 4 below.

- (g) Subject to Extrinsic Conditions. The RESTORATION RIGHT and the INGRESS/EGRESS RIGHT are subject to all existing easements, covenants, conditions, restrictions, reservations, rights, rights of way, encumbrances, assessments, leases, taxes and other matters of record, apparent or of which the DISTRICT has actual or constructive notice, as such matters now affect said area. The AUTHORITY represents and warrants that any such matters do not interfere with the purposes of this AGREEMENT or the DISTRICT'S rights created hereunder.
- (h) Compliance with Rules. The DISTRICT and the DISTRICT'S REPRESENTATIVES shall comply with applicable laws, ordinances, and regulations, and any and all reasonable instructions and directions of the authorized agents of the AUTHORITY.
- (i) Limited to Restoration Area and to Travel on Roads. Nothing contained herein shall be deemed or construed to grant to the DISTRICT any rights in or rights to enter upon any portions of POWDER CANYON other than the areas specified in paragraph 1(b) above. The DISTRICT agrees that it and the DISTRICT'S REPRESENTATIVES shall stay on the ROADS and within the RESTORATION AREA, and that any such persons traveling off the ROADS or outside the RESTORATION AREA and the approved staging area and irrigation activities without the consent of the AUTHORITY may be cited for trespass. The DISTRICT further agrees to take appropriate steps to prevent such unauthorized entry by the DISTRICT or the DISTRICT'S REPRESENTATIVES. The DISTRICT acknowledges that the areas adjacent to the ROADS are in a natural condition and some areas may be dangerous. The DISTRICT shall have full responsibility for preventing the DISTRICT'S REPRESENTATIVES from accessing these areas.
- (j) Entry at Own Risk/No Duty to Warn. Each DISTRICT'S REPRESENTATIVE entering POWDER CANYON hereunder does so at its own risk and peril. The ROADS are not maintained, and are in varying states of repair/disrepair. Irregular surfaces and loose dirt/gravel may exist on such ROADS as well as other locations. In addition, slippery conditions will exist during and after storms. The AUTHORITY shall have no duty to inspect, repair or maintain the ROADS. Further, the AUTHORITY shall have no duty to warn any person of any latent or patent defect, condition or risk that might be incurred in the exercise of the rights granted herein. The DISTRICT and the DISTRICT'S REPRESENTATIVES waive any and all claims against the AUTHORITY relating to entry by the DISTRICT or the DISTRICT'S REPRESENTATIVES into POWDER CANYON. Nothing in this AGREEMENT shall limit the DISTRICT'S right to undertake any road improvements necessary for ingress and egress to the RESTORATION AREA, staging area, and irrigation activities provided the DISTRICT pays the associated costs pursuant to paragraph 1(l) below, and so long as the

scope of the improvements is consistent with the open space and CONSERVATION VALUES of the area and the AUTHORITY approves the planned work. Any such road improvements shall be deemed approved if the AUTHORITY fails to provide a written response to the DISTRICT within 10 business days of receipt of the request to undertake the planned work. Prior to commencing road improvements, the DISTRICT shall, according to the notice procedure herein, provide written notice to the AUTHORITY of the proposed road improvements. The notice shall include detailed plans of the proposed road improvements. The DISTRICT shall not commence work without first receiving written notice from the AUTHORITY that the work may proceed or until after the 10 business days period has run.

- (k) Consideration. As consideration for the rights granted under this AGREEMENT, the DISTRICT agrees to pay the AUTHORITY a discounted rate in the sum of fifty-four thousand one hundred fifty dollars (\$54,150) within thirty (30) days of the Effective Date. These funds are nonrefundable if on-site work begins. If on-site work does not commence within one year from the Effective Date, the AUTHORITY has the option to extend or not extend the length of the contract an additional year at the cost of \$5,000 per acre (EXTENSION FEE). The EXTENSION FEE is nonrefundable. If AUTHORITY does not extend the one year term to commence site work, AUTHORITY agrees to refund the consideration less \$5,000 to compensate AUTHORITY for its costs.

- (l) Costs of Restoration and Maintenance. The DISTRICT agrees to pay for all fees, costs and expenses of the RESTORATION AREA as described in the HABITAT MITIGATION AND MONITORING PLAN, including but not limited to all fees, costs and expenses for biologists, Landscape Contractors, and Biological Monitors, any costs associated with road improvements needed for ingress and egress, and all costs of maintenance of the restoration during the term described in paragraph 4(a) herein.

- (m) Restoration Contracts. The DISTRICT agrees that any contract with a Landscape Contractor shall include the following terms: 1) all invoices submitted by the Landscape Contractor shall be required to be approved by the Biological Monitor for consistency with the HABITAT MITIGATION AND MONITORING PLAN; 2) the Landscape Contractor shall comply with all applicable health and safety laws, the local fuel modification ordinance, the AUTHORITY's posted park rules, and all provisions of the La Habra Heights Municipal Code including, without limitation, those provisions relating to business licenses, permits, and hours of operation; 3) the Landscape Contractor shall be responsible for closing the park gate when entering and leaving POWDER CANYON; 4) the Landscape Contractor shall bring portable toilets to the site; 5) the Landscape Contractor shall remove all trash and cut vegetation from the RESTORATION AREA; and,

6) the parties acknowledge that the AUTHORITY will if necessary fine the Landscape Contractor for violation of any of the posted park rules. Prior to executing any contract with the Landscape Contractor to carry out work authorized by this AGREEMENT, and/or making a major revision to the contract and/or changing the Landscape Contractor, the DISTRICT shall provide a copy of any such contract to the AUTHORITY to approve its consistency with the HABITAT MITIGATION AND MONITORING PLAN and the terms of this paragraph 1(m). Any such contract so presented shall be deemed approved if the AUTHORITY fails to provide a written response to the DISTRICT within 10 business days of receipt of the contract.

2. Liens. The DISTRICT shall not suffer or permit to be enforced against POWDER CANYON or any part thereof any mechanics, laborers, materialmen, contractors, subcontractors, or any other liens arising from, or any claims for damages growing out of, any work or other activities of the DISTRICT or the DISTRICT'S REPRESENTATIVES under this AGREEMENT (collectively, LIENS). The DISTRICT shall protect, defend, indemnify and agree to hold the AUTHORITY and POWDER CANYON free and harmless from all liability for any and all such LIENS, together with all costs and expenses, including but not limited to, attorney fees and court costs incurred by the AUTHORITY in connection therewith. If any such LIENS shall at any time be recorded against POWDER CANYON as a result of the foregoing, and the DISTRICT shall fail, within 60 days after such recording, to either 1) pay and discharge the underlying claim and cause a lien release to be recorded, or 2) furnish to the AUTHORITY a surety bond or other security reasonably satisfactory to the AUTHORITY protecting the AUTHORITY against liability for such LIENS and holding POWDER CANYON free from the effect of such LIENS, then the AUTHORITY may, but shall not be obligated to, take such action or pay such amounts, which may be necessary to remove such LIENS, and the DISTRICT shall immediately pay the AUTHORITY the amount so expended by the AUTHORITY, together with interest thereon at the rate of seven percent (7%) per annum accruing from the date of such payment by the AUTHORITY until paid in full by the DISTRICT.
3. Repair of Damage. The DISTRICT agrees, at its sole expense, to repair or replace any damage to any ROADS or other improvements (including without limitation, fences, pipelines, utilities, structures and conduits located upon, under, over, across or along POWDER CANYON) that are in any material manner whatsoever damaged, destroyed or removed in connection with the exercise, by the DISTRICT or the DISTRICT'S REPRESENTATIVES, of the rights herein granted. In the event that the DISTRICT does not accomplish any repair or replacement required, pursuant to this paragraph, within 30 days following notice with respect thereto from the AUTHORITY, the AUTHORITY may perform such repair or replacement, and the cost thereof shall thereafter be payable by the DISTRICT to the AUTHORITY within 45 days following the rendering of a statement therefore to the DISTRICT. If any such amount is not

paid within the 45-day period, the unpaid amount shall bear interest at the rate of seven percent (7%) per annum from the date of delivery of such statement until fully paid.

4. Term of RESTORATION RIGHT and INGRESS/EGRESS RIGHT. The parties hereto acknowledge that the RESTORATION RIGHT and the INGRESS/EGRESS RIGHT shall commence on the date hereof and shall expire upon the first to occur of:
 - (a) Achievement of the Performance Standards as defined in the HABITAT MITIGATION AND MONITORING PLAN and as determined by USFWS, CORPS, and CDFG.
 - (b) Ten (10) business days following receipt of the AUTHORITY'S written notice to the DISTRICT that the DISTRICT or the DISTRICT'S REPRESENTATIVES are using POWDER CANYON for any purpose not expressly permitted herein, or that the DISTRICT or the DISTRICT'S REPRESENTATIVES have otherwise violated any of the other covenants, commitments or obligations contained herein; provided that the RESTORATION RIGHT and the INGRESS/EGRESS RIGHT shall not terminate so long as the DISTRICT immediately ceases such unauthorized use or otherwise cures such violation within ten (10) business days, unless otherwise provided for in this AGREEMENT, or if such violation cannot be reasonably cured within such ten (10) business days, then so long as the DISTRICT commences to cure such violation within such ten (10) business days, and thereafter diligently undertakes such cure to completion.
5. Insurance. The DISTRICT shall require the DISTRICT'S REPRESENTATIVES entering POWDER CANYON pursuant to this AGREEMENT to maintain the Worker's Compensation Insurance. DISTRICT acknowledges that it is self-insured and has provided AUTHORITY with Evidence of Self Insurance by letter dated February 2, 2005, from the County of Los Angeles, Chief Administrative Office, Risk Management Branch.
6. Fire Restrictions. The DISTRICT and the DISTRICT'S REPRESENTATIVES shall comply with the following safety requirements:
 - (a) No smoking and/or any open flame is permitted in POWDER CANYON.
 - (b) The DISTRICT and the DISTRICT'S REPRESENTATIVES shall carry a cellular telephone or two-way radio at all times in POWDER CANYON for emergency purposes.

- (c) The DISTRICT and the DISTRICT'S REPRESENTATIVES shall not enter if the fire department prohibits or advises against it or if Rangers of the AUTHORITY prohibit entrance. Rangers may contact the supervisor of the work under the HABITAT MITIGATION AND MONITORING PLAN to order that access be limited or prohibited due to extreme fire hazard.
- (d) The DISTRICT and the DISTRICT'S REPRESENTATIVES must carry in each vehicle that enters POWDER CANYON under this AGREEMENT one serviceable round point shovel with overall length of not less than four feet and two 2 1/2 gallon pressurized water extinguisher or two five gallon pump type water extinguisher, fully equipped and ready for use. A chemical type fire extinguisher is not sufficient to satisfy this requirement. If equipment is used that has the potential to spark, the DISTRICT and/or the DISTRICT'S REPRESENTATIVES must take additional fire prevention measures such as having a truck with a sizable water tank on site.
- (e) The DISTRICT and the DISTRICT'S REPRESENTATIVES are required to do everything reasonably possible to prevent fires in the conduct of their activities.
- (f) The DISTRICT and the DISTRICT'S REPRESENTATIVES shall immediately report any fire discovered on or around the RESTORATION AREA to the fire department. All fires should be reported to Los Angeles County Fire Department by calling 911 and to the Ranger emergency phone at (562) 698-1446.
- (g) All vehicles must be equipped with properly maintained catalytic converter exhaust systems and shall not park over tall grass. Vehicle exhaust systems shall be inspected daily at the start of each shift.
- (h) Motorized vehicles outside of the RESTORATION AREA must remain on properly maintained roads.
- (i) The DISTRICT and the DISTRICT'S REPRESENTATIVES must protect all natural water sources from pollution arising in connection with its entry onto the RESTORATION AREA.
- (j) The use of mechanical devices for weed abatement activities is permitted only after prior consultation with the Rangers.

7. Indemnification by the DISTRICT. The DISTRICT shall defend, indemnify, protect, and hold harmless the AUTHORITY, the constituent members of the AUTHORITY, and their officers, employees, officials, agents and volunteers, and

the respective employees thereof, from all losses, claims, suits, costs, damages, liabilities or actions of every name, kind or description (including attorney fees), including those incurred or brought for or on account of injuries to or death of any person or damage to any property resulting from the following:

- (a) any negligent act or omission or intentional misconduct of the DISTRICT, its officers, directors, employees, contractors, subcontractors and agents, and the respective employees thereof, or
 - (b) for breach of any of the terms of this AGREEMENT by the DISTRICT, except to the extent as determined to have been caused by the active negligent acts or omissions or intentional misconduct of the AUTHORITY, or any of their officers, employees, contractors, subcontractors and agents, and the respective employees thereof.
8. Restriction of the General Public. The DISTRICT shall post signs at the RESTORATION AREA to prevent or minimize disturbance of the RESTORATION AREA by the public and to inform the public about the nature and purpose of the restoration work. The signs shall be reviewed by the AUTHORITY prior to installation.
9. Miscellaneous.
- (a) Controlling Law. This AGREEMENT shall be governed by and interpreted in accordance with the laws of the State of California.
 - (b) Notices. Any notice, demand, request, covenant, approval, or other communication to be given by one party to the other shall be given by personal service, telegram, express mail, Federal Express, DHL, UPS or any other similar form of airborne/overnight delivery service, or mailing in the United States mail, postage prepaid, certified and return receipt requested, addressed to the parties at their respective addresses as follows:

If to the AUTHORITY:

Puente Hills Landfill Native
Habitat Preservation Authority
7702 Washington Avenue, Suite C
Whittier, California 90602
Attention Andrea Gullo

with a copy to:

Laurie C. Collins, Esq,
914 Geneva Street
Glendale, California 91207

If to the DISTRICT:

Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, California 91802-1460
Attention Shari Afshari

with a copy to:

BonTerra Consulting
151 Kalmus Drive, Suite E-200
Costa Mesa, California 92626
Attention Pam DeVires

Any such notice shall be deemed to have been given upon delivery or 72 hours after deposit in the mail as aforesaid. Any party may change the address at which it desires to receive notice upon given written notice of such request to the other parties.

- (c) Severability. If any provision of this AGREEMENT, or the application thereof to any person or circumstances, is found to be invalid, the remainder of the provisions of this AGREEMENT, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.
- (d) Waiver; Modification. No delay on the part of any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party hereto of any right, power or privilege hereunder operate as a waiver of any other right, power or privilege hereunder, nor shall any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder. A modification of any provision herein contained, or any other amendment to this AGREEMENT, shall be effective only if the modification is in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT the day and year first above written.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Mayor, Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G FORTNER, JR.
County Counsel

By: _____
Deputy

PUENTE HILLS LANDFILL NATIVE HABITAT
PRESERVATION AUTHORITY, a joint powers
agency

By: 
Andrea Gullo
Executive Director

APPROVED AS TO FORM:

By: 
Authority's Counsel