



County of Los Angeles  
**CHIEF EXECUTIVE OFFICE**

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WILLIAM T FUJIOKA  
Chief Executive Officer

December 11, 2007

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

Board of Supervisors  
GLORIA MOLINA  
First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: HABITAT RESTORATION  
AGREEMENT BETWEEN THE MOUNTAINS RECREATION AND CONSERVANCY  
AUTHORITY, THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC  
WORKS, AND THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
TO FUND OFF-SITE ENVIRONMENTAL MITIGATION FOR FOUR PROJECTS:  
SANTA CLARA RIVER SOUTH FORK – DROP STRUCTURE IN THE CITY OF  
SANTA CLARITA, SANTA CLARA RIVER SOUTH FORK – ROCK GROINS IN THE  
CITY OF SANTA CLARITA, COOKS CANYON CRIB DAM M1-A DEBRIS BASIN IN  
THE CITY OF GLENDALE, AND HASLEY CANYON ROAD IN THE  
UNINCORPORATED COUNTY OF LOS ANGELES AREA OF CASTAIC JUNCTION  
(SUPERVISORIAL DISTRICT 5)  
(3 VOTES)**

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

1. Find that this habitat restoration agreement is exempt from the provisions of the California Environmental Quality Act.
2. Approve and authorize the Director of Public Works or his designee to sign the habitat restoration agreement between the Mountains Recreation and Conservancy Authority, the County of Los Angeles Department of Public Works, and the Los Angeles County Flood Control District. The agreement provides for the Mountains Recreation and Conservancy Authority to provide, restore,

maintain and monitor approximately 4.37 acres of mitigation sites for the subject projects. The Department of Public Works and the Los Angeles County Flood Control District will finance the contract cost in the amount of \$524,400.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended action is to fulfill the conditions of the permits issued by the environmental regulatory agencies for the four subject projects by restoring and revegetating a combined total of approximately 4.37 acres with specified plant species to mitigate the construction impacts at the project sites. The contract amount is based on a negotiated price of \$120,000 per acre to perform the work.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs that we provide the goal of Organizational Effectiveness (Goal 3) by contracting for specialized services not currently provided by the Department of Public Works (Public Works).

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total cost to implement this agreement is \$524,400, including \$82,800 from the Road Fund and \$441,600 from the Flood Control District Fund. The Road Fund's share will be reimbursed by Newhall Land and Farming Company per Agreement No. 75550 between Newhall Land and Farming Company and the County of Los Angeles. The necessary funds are included in the Fiscal Year 2007-08 Road Fund and Flood Control District Fund Budgets.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Mountains Recreation and Conservation Authority (MRCA) is a joint powers agency of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District, and the Rancho Simi Recreation and Park District. This contract is a standard agreement used by MRCA for off-site mitigation services with public agencies. County Counsel has reviewed and approved the agreement.

Public Works has contracted, or will soon contract for the following construction projects:

- Santa Clara River South Fork – Drop Structure; consists of the replacement of approximately 150 feet of damaged stabilizer, installing a cutoff wall upstream of the stabilizer, construction of riprap along the toe of the wall, and replacement of approximately 230 feet of rail and timber levee wall.
- Santa Clara River South Fork – Rock Groins; consists of the construction of five rock groins, each 28 feet long and 150 feet apart, at the toe of the existing levee at Private Drain No. 1300, on the south side of the South Fork and upstream of Magic Mountain Parkway, including placement of grouted rock along the foot of the existing stabilizer approximately 720 feet upstream of Magic Mountain Parkway.
- Cooks Canyon Crib Dam M1-A Debris Basin; consists of the construction of a 19-foot-high inlet tower, a 48-inch corrugated steel pipe outlet tower, and outlet drain.
- Hasley Canyon Road; consists of the construction of new bridge at Hasley Canyon and Interstate 5 and widening of the Interstate 5 bridge over Castaic Creek, including construction of new ramps, a roundabout, and installation of new traffic signal lights.

In order to carry out these projects, Public Works requested and obtained permits, certifications, and agreements from the Army Corps of Engineers, the Los Angeles Regional Water Quality Control Board, and the California Department of Fish and Game, respectively. As a condition of these permits and agreements, Public Works is required to mitigate construction impacts to the environment by restoring and revegetating a combined total area of approximately 4.37 acres with specified plant habitat species.

MRCA owns properties in the vicinity of our project sites that would meet the restoration and revegetation mitigation requirements. MRCA is willing to set aside, restore, maintain, monitor and report to the permit agencies to meet the mitigation requirements for the fee of \$120,000 per acre for a total of \$524,400 for 4.37 acres.

### **ENVIRONMENTAL DOCUMENTATION**

This agreement for habitat restoration is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15333 of the CEQA guidelines for small habitat restoration.

The Honorable Board of Supervisors  
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Pursuant to CEQA, a Mitigated Negative Declaration (MND) was prepared and mitigation measures included as part of the project for Santa Clara River South Fork – Drop Structure, and Santa Clara River South Fork – Rock Groins. Your Board adopted the MND on May 10, 2005. In addition, your Board found the Cooks Canyon Crib Dam M1-A Debris Basin project to be categorically exempt from CEQA on November 29, 2005. A Negative Declaration was prepared and adopted by your Board on October 9, 2004 for the Hasley Canyon Road project.

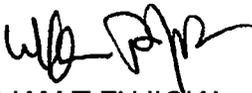
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Restoration and revegetation of the mitigation site will enhance the environment and provide habitat to compensate for areas impacted by the construction projects.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Programs Development Division.

Respectfully submitted,



WILLIAM T FUJIOKA  
Chief Executive Officer

WTF:DLW  
SA:re

Attachment

cc: County Counsel  
Department of Public Works (Design, Public Affairs)

## ENVIRONMENTAL ENHANCEMENT AGREEMENT

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between the County of Los Angeles and the Los Angeles County Flood Control District, acting by and through the Los Angeles County Department of Public Works, collectively referred to herein as "LACDPW" and the Mountains Recreation and Conservation Authority, a joint powers agency of the Santa Monica Mountains Conservancy, the Conejo Recreation and Park District and the Rancho Simi Recreation and Park District, referred to herein as "MRCA."

### RECITALS

#### WHEREAS

- A. LACDPW is responsible for the operation and maintenance of the following "Projects" all located in Los Angeles County:
1. Santa Clara River South Fork – Drop Structure; consisting of the replacement of approximately 150 feet of damaged stabilizer, installing a cutoff wall upstream of the stabilizer, construction of rip rap along the toe of the wall, and replacement of approximately 230 feet of rail and timber levee wall
  2. Santa Clara River South Fork - Rock Groins; consisting of the construction of five rock groins, each 28 feet long and 150 feet apart, at the toe of the existing levee at Private Drain No. 1300, on the south side of the South Fork and upstream of Magic Mountain Parkway, including placement of grouted rock along the foot of the existing stabilizer approximately 720 feet upstream of Magic Mountain Parkway
  3. Cooks Canyon Crib Dam M1-A Debris Basin; consisting of the constructing a 19-foot-high inlet tower, construction of a 48-inch corrugated steel pipe outlet tower and outlet drain
  4. Hasley Canyon Road; consisting of the construction of new bridge at Hasley Canyon and Interstate 5, widening of the Interstate 5 bridge over Castaic Creek, including construction of new ramps, a roundabout, and installation of new traffic signal lights
- B. In order to commence the Projects, LACDPW requested and obtained the following permits, certifications, and agreements:
1. United States Department of the Army, Corps of Engineers ("Corps")
    - a. Corps covered under the "Natural River Management Plan" for the Santa Clara River South Fork – Drop Structure. Based on the requirement of the Natural River Management Plan, LACDPW is required to mitigate for the site at the ratio of one-to-one for a total of **2.3 acres** within the Santa Clara River South Fork.
    - b. Corps covered under the "Natural River Management Plan" for the sites at the Santa Clara River South Fork – Rock Groins. Based on the requirement of the Natural River Management Plan, LACDPW is required to mitigate for the site at the ratio of one-to-one for a total of **0.2 acre**, within the Santa Clara River South Fork.

- c. LACDPW also obtained a permit dated March 30, 2006 from the Corps for Cooks Canyon Dam, pursuant to Section 404 of the Clean Water Act of 1972 (33 U.S.C. §1344) ("the Section 404 Permit"). The Corps claimed a permanent impact to 0.2 acres of waters of the United States but has not required mitigation.
  - d. LACDPW also obtained permits dated June 14, 2005 from the Corps for Hasley Canyon Road respectively, pursuant to Section 404 of the Clean Water Act of 1972 (33 U.S.C. §1344) ("the Section 404 Permit"). The Corps claimed a permanent impact to 0.01 acres of non-wetland waters of the United States but has not required mitigation.
2. Regional Water Quality Control Board the Regional Water Quality Control Board ("Regional Board")
- a. Regional Board's requirements for Santa Clara River South Fork – Drop Structure were covered by the Natural River Management Plan.
  - b. Regional Board's requirements for Santa Clara River South Fork – Rock Groins were covered by the Natural River Management Plan.
  - c. Regional Board's Certification dated March 15, 2005 for Cooks Canyon Crib Dam M1-A Debris Basin. The Regional Board claimed a permanent impact to 0.02 acres of waters of the United States but has not required mitigation.
  - d. Regional Board's Certification dated January 28, 2005, for Hasley Canyon Road. The Regional Board claimed a permanent impact to 0.01 acres of non-wetland waters of the United States and has required on-site mitigation of 0.01 acre of mulefat scrub habitat that is not part of this agreement.
3. California Department of Fish and Game ("DFG")
- a. DFG's requirements for Santa Clara River South Fork – Drop Structure were covered by the Natural River Management Plan.
  - b. DFG's requirements for Santa Clara River South Fork – Rock Groins were covered by the Natural River Management Plan.
  - c. LACDPW entered into an Agreement Regarding Proposed Stream or Lake Alteration ("the Section 1601 Agreement"), dated May 23, 2005 for the Cooks Canyon Crib Dam M1-A Debris Basin with the DFG, pursuant to Section 1601 of the California Fish and Game Code. The Section 1601 Agreement requires replacement of disturbed riparian vegetation at the Cooks Canyon Crib Dam M1-A Debris Basin at the ratio of two-to-one, for a **total of 1.18 acres of riparian vegetation** and includes planting a total of 580 willow trees and 18 oak trees.
  - d. LACDPW entered into an Agreement Regarding Proposed Stream or Lake Alteration ("the Section 1601 Agreement"), dated May 27, 2004 for the Hasley Canyon Road with the DFG, pursuant to Section 1601 of the California Fish and Game Code. The Section 1601 Agreement requires restoration of approximately **0.69 acres of native riparian and transitional vegetation** for Hasley Canyon Road.
- C. MRCA owns property that contains habitat similar to that in the vicinity of the Projects which habitat is in need of restoration and re-vegetation. The specific property which is to be the subject of this Agreement ("Property") is to be determined by agreement between MRCA, LACDPW, Corps, and DFG and a property description of the

Property is to be incorporated into the Habitat Mitigation Monitoring Plan ("the Plan"), which will become Exhibit A to this Agreement;

- D. MRCA is willing set aside, restore, maintain, and report on a total of 4.37 acres of the Property as shown as "Potential Restoration Area" on Exhibit A hereto ("the Mitigation Parcel"), including planting the 580 willow trees and 18 oak trees so as to meet LACDPW's requirements under the previously indicated permits, certifications, and agreements and will not engage in nor permit any other entity to engage in activities that would negatively impact water quality, stream integrity, wildlife habitat, species diversity, and would preclude the introduction of non-native species.

**NOW, THEREFORE** it is agreed as follows:

- A. **Payment.** Within 60 days after the date hereof, LACDPW will pay to MRCA the amount of \$120,000 per acre, for a total of \$524,400.00, for the preparation of the Plan which will become Exhibit A hereto, the restoration of the Property as set forth in paragraphs C and D above and in full consideration for all of the obligations undertaken by MRCA in this agreement.
- B. **Habitat Mitigation Monitoring Plan.** Within 60 days of receiving payment hereunder, MRCA will prepare and submit to LACDPW, the Corps and the DFG a Habitat Mitigation Monitoring Plan, which will address the requirements of the above-cited permits consistent with the provisions of this Agreement. On approval of the Plan by DFG and the Corps, the MRCA will implement the Plan as if the same were fully set forth herein and the Plan will become Exhibit A to this Agreement.

If the Plan is not approved by DFG or by the Corps, LACDPW shall have the right to terminate this Agreement by serving on MRCA a notice of termination. If LACDPW terminates this Agreement pursuant to this paragraph, MRCA shall refund the amount of \$524,400 to the LACDPW within 30 days of the notice of termination.

- C. **Restoration of Mitigation Parcel.** Upon approval of the Plan as set forth in the previous paragraph, MRCA shall begin restoration of the Mitigation Parcel as provided in Exhibit A hereof by removing all non-native, exotic or invasive plants and vegetation thereon and by planting such native plants and vegetation as may be necessary to restore a natural riparian habitat, which shall be completed within a period of 12 months. For a period of at least five years thereafter, MRCA will take appropriate measures to prevent the re-establishment of non-native, exotic or invasive plants and vegetation, and to maintain the native plants and vegetation, on the Mitigation Parcel.
- D. **Covenant for Preservation.** MRCA hereby agrees and covenants that it will not engage in nor permit any other entity to engage in activities that would negatively impact the Mitigation Parcel, including without limitation the water quality, stream integrity, wildlife habitat, and species diversity thereof, and that it will preclude the planting of non-native species therein.
- E. **Exclusive Allocation to LACDPW.** The Mitigation Parcel shall be allocated and designated exclusively as mitigation measures by and for LACDPW. MRCA warrants and represents that the Mitigation Parcel has not been claimed or used in whole or in part by any other entity for the purposes of mitigation of any environmental impact under any federal, state or local law or ordinance. MRCA shall not permit the

Mitigation Parcel to be claimed or used in whole or in part at any time hereafter by any other entity for the purposes of mitigation of any environmental impact under any federal, state or local law or ordinance. However, MRCA may conduct similar mitigations for other entities immediately adjacent to the Mitigation Parcel. MRCA agrees to assume all of LACDPW's obligations to the Corps and DFG for the off-site Fee-in-Lieu mitigation as fully described above in perpetuity. If as a result of a material breach of this paragraph by MRCA, LACDPW is required by the Corps or DFG, or any other entity having authority to do so, to provide a replacement or substitute mitigation, MRCA will indemnify and hold LACDPW harmless for any and all costs, expenses, claims and liabilities resulting there from.

- F. **Reporting.** MRCA shall submit annual reports to the appropriate agencies, including the Corps and DFG, on LACDPW's behalf, by January 1 of each year for 5 years after planting. The reports shall include the survival, percent cover, and height by species of both trees and shrubs, with photos, as indicated in the agreements with the regulatory agencies.
- G. **Plant Coverage.** All plantings shall have a minimum of 80% survival, by species, for the first year and 100% survival thereafter and/or shall attain 75% cover after 3 years and 90% cover after 5 years, as indicated in the agreements with the regulatory agencies.
- H. **Release of LACDPW.** Payment by LACDPW to MRCA relieves LACDPW of any further obligation whatsoever to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the Property or any part thereof.
- I. **Monitoring.** MRCA agrees to monitor, over a 5-year period, the status of the Mitigation Parcel and conduct any restoration activities that may be necessary thereon to maintain the Mitigation Parcel in compliance with the terms of this Agreement. MRCA shall permit authorized representatives of LACDPW at reasonable times and on reasonable notice to enter onto the Property so as to inspect and monitor the Mitigation Parcel. Any inspection by LACDPW shall be for its sole benefit and is not intended to be relied upon by any other entity. MRCA shall provide LACDPW with access to, and permit copying of, any and all documents in its possession or control related to the restoration of the Mitigation Parcel and its ongoing maintenance.
- J. **Notices.** Notices shall be in writing and delivered personally; by facsimile (with original forwarded by U.S. Mail), by U.S. Mail first class, postage pre-paid; or by guaranteed overnight delivery service, addressed as follows:

If to LACDPW	If to MRCA
Albert Anidi Principal Civil Engineer P.O. Box 1460 Alhambra, CA 91803-1460 <a href="mailto:aanidi@dpw.lacounty.gov">aanidi@dpw.lacounty.gov</a> 626-458-5199 fax: 626-458-3192	Chris Trumpy Project Analyst II 5810 Ramirez Canyon Road Malibu, California 90265 <a href="mailto:asmall@smmc.ca.gov">asmall@smmc.ca.gov</a> 310-589-3200 Ext. 263 fax: 310-589-3210

Notice shall be deemed given on the date personal delivery is made or, if sent by U.S. Mail, three days following deposit in the mail, as provided above.

- K. **Default and Enforcement.** In the event of any breach of this agreement by either party, the other party may enforce this agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to, this agreement, the prevailing party shall be entitled to receive from the other party its reasonable legal costs and expenses, including reasonable legal fees and the reasonable cost of in-house counsel related to the breach or dispute.
- L. **Modifications.** This agreement may be amended only by a written document signed by both parties.
- M. **Assignment.** This agreement shall not be assigned by either party without the prior written consent of the other party that shall not be unreasonably withheld. Failure to respond to a written request for such consent within 90 days shall be deemed implied consent.
- N. **Integration and Construction of Agreement.** This agreement sets forth the complete and final understanding of the parties with regard to the subject matter hereof (with the exception of the preparation of the Plan which shall become Exhibit A hereto, as provided for herein) and supersedes any and all prior communications, representations, negotiations, understandings and agreements, whether written or oral, concerning such subject matter.
- O. **Non-waiver.** A failure by either party to enforce any provision of this agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
- P. **Successors and Assigns.** This agreement shall inure to the benefit of each party's successors and assigns.
- Q. **Governing Law.** This agreement" shall be governed by the laws of the State of California without regard to choice of law principles.
- R. **Authority and Counterparts.** The persons signing this agreement represent and warrant that they are authorized to do so by the party for whom they are signing. This agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.
- S. **Indemnification.** MRCA shall fully indemnify, defend and hold LACDPW and its officers, agents and employees harmless from and against any claim, liability, demand, damage, cost or expense, including, without limitation, defense costs, arising from (i) a breach of MRCA's obligations under this Agreement, or (ii) any act or omission of MRCA or its officers, agents, employees, contractors or subcontractors in the performance of the MRCA's obligations described in this Agreement.

IN WITNESS WHEREOF, LACDPW and MRCA have caused this agreement to be executed by their duly authorized officers as of the date first written above.

<b>COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS</b>	<b>MOUNTAINS RECREATION AND CONSERVATION AUTHORITY (MRCA)</b>
By _____ Deputy	
APPROVED AS TO FORM:  RAYMOND G. FORTNER, Jr. County Counsel	
By _____ Deputy	By:  Rorie Skei, Deputy Executive Director Mountains Recreation and Conservation Authority

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EXHIBIT A

Habitat Mitigation Monitoring Plan

*(to be inserted as provided for in paragraph C hereof)*