

### CONTRIBUTION AGREEMENT

THIS AGREEMENT, ENTERED INTO EFFECTIVE ON \_\_\_\_\_, 2011, is between the STATE OF CALIFORNIA, acting by and through its DEPARTMENT OF TRANSPORTATION, referred to herein as "CALTRANS," and the

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY a local public agency established pursuant to Govt. Code Section 6500 et seq., referred to herein as "MRCA."

### RECITALS

1. CALTRANS and MRCA, hereinafter referred to as "PARTIES," pursuant to Streets and Highways Code section 114 and/or 130 are authorized to enter into this Agreement.
2. CALTRANS has implemented an interchange improvement project on State Route 118 and Rocky Peak Road in the City of Simi Valley within the County of Ventura, referred to herein as "PROJECT." PROJECT implementation resulted in adverse impacts to native plants as well as wildlife movement within an important wildlife corridor, hereinafter referred to as "IMPACTS."
3. In order to comply with the mitigation requirements of the approved environmental document (offsite mitigation for native plant removal and mitigation for adverse impacts to wildlife movement are outlined on page 22 of the environmental document) as revised by the approved environmental re-validation for PROJECT, CALTRANS intends to have MRCA implement mitigation for IMPACTS through acquisition of one or more of the properties listed under Section I, paragraph 4 of this Agreement, hereinafter referred to as "MITIGATION PROJECT."
4. PARTIES agree that the estimated cost of satisfying MITIGATION PROJECT is \$235,000.

5. PARTIES now define herein the terms and conditions under which MITIGATION PROJECT is to be administered, financed, and maintained.

**SECTION I**

**MRCA AGREES:**

1. All work performed by MRCA or performed on MRCA's behalf, to implement MITIGATION PROJECT, will be performed in accordance with all applicable state and federal laws, regulations, policies, procedures, and standards.
2. To obtain any and all environmental approvals and/or resource agency permits, approvals, and/or agreements required prior to the implementation of MITIGATION PROJECT and to fully comply with any terms and conditions thereof.
3. To obtain any and all property rights and/or rights of entry required prior to the implementation of MITIGATION PROJECT and to fully comply with any terms and conditions thereof. Said rights of entry shall also include rights for CALTRANS personnel to enter the property.
4. To acquire one or more of the properties listed below to meet MITIGATION PROJECT requirements, as set forth in this Agreement. MRCA's obligation to acquire one or more of the below properties is conditioned on the owner(s) of each potential property being a willing seller(s) for consideration that does not exceed the appraised fair market value. Under no circumstances will MRCA be required to expend in excess of \$235,000 to acquire one or more of the properties. MRCA agrees to maintain the property(ies) acquired pursuant to the terms of this Agreement as wildlife corridors in order to preserve the present and future movement of wildlife between Simi Hills and the Santa Susana Mountains. The potential property acquisition(s) will be selected from the following list and as shown on Exhibit A, attached hereto and made a part of this Agreement:

Assessor's Parcel Numbers

648-0-270-32  
648-0-270-37  
648-0-270-03  
648-0-270-05  
648-0-270-18  
649-0-340-08  
649-0-340-23

In the event that MRCA is not able to acquire one or more of the properties listed above within two years following the execution of this Agreement MRCA will notify CALTRANS in writing. At the option of CALTRANS, MRCA will either

return that portion of the \$235,000 that has not been expended or select a second set of potential properties for acquisition pursuant to the terms herein.

5. To provide property appraisals for review and approval by CALTRANS prior to any expenditures related to property acquisitions. Appraisals shall be provided at MRCA's expense and shall not be reimbursable under this Agreement.
6. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement, in order to satisfy MRCA's obligations and responsibilities set forth in this Agreement.
7. To submit an invoice to CALTRANS, within thirty (30) calendar days of execution of this Agreement, in the amount of \$235,000 which amount represents CALTRANS' total financial obligation for MITIGATION PROJECT.
8. To send to CALTRANS a report containing the following: a) a legal description the selected parcel with a map showing the location; b) the condition of the parcel including photographs; and c) documentation that verifies the purchase of the parcel within 30 days of acquisition to:

**Barbara Marquez, Senior Environmental Planner**  
Division of Environmental Planning  
California Department of Transportation, District 7  
100 Main Street, MS-16A  
Los Angeles, CA 90012-3712  
[Barbara\\_Marquez@dot.ca.gov](mailto:Barbara_Marquez@dot.ca.gov)

9. To retain all books, documents, papers, accounting records and other evidence pertaining to costs incurred, including support data for cost proposals. MRCA will make such materials available at all reasonable times during the implementation of MITIGATION PROJECT and for three (3) years following the completion of MITIGATION PROJECT. CALTRANS, the Federal Highway Administration, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of MRCA that are pertinent to the contract for audits, examination, excerpts, and transactions, and copies thereof shall be furnished when requested.

## SECTION II

### CALTRANS AGREES:

- I. To provide prompt reviews and approvals, as appropriate, of submittals by MRCA and to cooperate in timely processing for the successful completion of MITIGATION PROJECT.

2. To deposit with MRCA within thirty (30) calendar days of receipt of billing thereof, the amount of \$235,000, which amount represents the CALTRANS' total financial obligation for MITIGATION PROJECT.

### SECTION III

#### IT IS MUTUALLY AGREED:

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission (CTC).
2. If work performed under this Agreement is done under contract (not completed by MRCA's own employees) and is governed by the California Labor Code's definition of a "public work" (section 1720(a)(a)), MRCA will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations.  
  
MRCA will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work."
3. All applicable laws, rules and policies relating to the use of federal or state funds shall apply, notwithstanding any other provision of this Agreement.
4. If a party discovers Hazardous Materials, hereinafter referred to as "HM," the discovering party will immediately notify the other party(ies) to this Agreement. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that requires removal and disposal pursuant to federal or state law, whether it is disturbed by MITIGATION PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by MITIGATION PROJECT. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
5. CALTRANS, independent of MITIGATION PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 management activities with minimum impact to PROJECT schedule and will pay all costs associated with HM-1 management activities.

CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. MRCA, independent of MITIGATION PROJECT, is responsible for any HM-1 found within MITIGATION PROJECT limits outside existing SHS right of way. MRCA will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to MITIGATION PROJECT schedule, and MRCA will pay, or cause to be paid, all costs associated with HM-1 management activities.

6. If HM-2 is found within MITIGATION PROJECT limits, MRCA will be responsible for the HM-2 management activities.
7. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS' policy on such acquisition.
8. MRCA will accept title to, control of, and maintain in perpetuity, at its own costs and expense, all MITIGATION PROJECT work done under this Agreement.
9. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by MRCA and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon MRCA under this Agreement. It is understood and agreed that MRCA and/or its agents shall fully defend, indemnify and save harmless CALTRANS and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, torts, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by MRCA and/or its agents under this Agreement.
10. Neither MRCA nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents, under or in connection with any work, authority or jurisdiction conferred upon CALTRANS under this Agreement. It is understood and agreed that CALTRANS and/or its agents shall fully defend, indemnify and save harmless MRCA and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, but not limited to, tort, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this Agreement.
11. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
12. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the PARTIES

notwithstanding that all of the PARTIES are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.

13. CALTRANS and MRCA designated representatives through whom all communications between agencies shall be channeled are as follows:

**STATE:**

Barbara Marquez, Sr. Environmental Planner  
Division of Environmental Planning  
CA Dept. of Transportation, District 7  
100 South Main Street, MS-16A  
Los Angeles, CA 90012-3712  
Office Phone: (213) 897-0791  
[Barbara\\_Marquez@dot.ca.gov](mailto:Barbara_Marquez@dot.ca.gov)

**MRCA:**

Joseph T. Edmiston  
Excutive Officer  
Mountains Recreation and  
Conservation Authority  
5810 Ramirez Canyon Road  
Malibu, CA 90265  
(310) 589-3230 x124  
Fax: (310) 589-2408

PARTIES declare that:

1. Each PARTY is an authorized legal entity under California state law.
2. Each PARTY has the authority to enter into this Agreement.
3. The people signing this Agreement have the authority to do so on behalf of their public agencies.

**STATE OF CALIFORNIA**  
**Department of Transportation**

**MOUNTAINS RECREATION AND  
CONSERVATION AUTHORITY**

By: \_\_\_\_\_  
District Director

By:  \_\_\_\_\_

Approved as to form and procedure:

Approved as to form:

  
\_\_\_\_\_  
Attorney  
Department of Transportation

\_\_\_\_\_  
General Counsel

Certified as to budgeting of funds:

\_\_\_\_\_  
District Budget Manager

Certified as to financial terms and  
policies:

  
\_\_\_\_\_  
Accounting Administrator

### Exhibit A

## Rocky Peak/Santa Susana Pass Parcels Considered for Potential Acquisition for Preservation of Wildlife Movement Corridor



### INDEX

Note: Parcel #1 Unlabeled



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### Assessor's Parcel Numbers (APNs)

- 1) 6490270230
- 2) 6480270180
- 3) 6480270050
- 4) 6480270030
- 5) 6480270037
- 6) 6480270032
- 7) 6490270080 (not shown on this map)