MEETING AGENDA
BOARD OF DIRECTORS
PUENTE HILLS HABITAT PRESERVATION AUTHORITY
Endowment Provided by the Puente Hills Landfill

The regular meeting of the Board of Directors, March 20, 2025, at 3 p.m. will take place in-person and also available for remote access. Members of the public can observe and participate in the meeting as follows:

In-person: **Joint Administration Office of the County Sanitation Districts of Los Angeles County**
1955 Workman Mill Road, Whittier, California 90601
Location: Room information to be provided at 1955 Workman Mill Road on the day of the meeting.

And remotely for members of the public via Zoom by joining at this address:
https://us02web.zoom.us/j/3397206095
Zoom ID **339 720 6095**

PUBLIC COMMENTS: Members of the public may provide electronic comments by 3 p.m. on Wednesday, March 19, 2025, before the meeting to info@HabitatAuthority.org. Please label the email in the subject heading as "Public Comments". Public comments may also be verbally heard during item #1 of the meeting, either in person or via Zoom.

Agency	Director	Alternate
County of Los Angeles	SULIC, Chair	YOKOMIZO
City of Whittier	PACHECO, Vice Chair	MARTINEZ
Hacienda Heights Improvement Association	VACANT	MONARES
Sanitation Districts of Los Angeles County	FERRANTE,	REVILLA

The Puente Hills Habitat Preservation Authority is a public entity established pursuant to the Joint Exercise of Powers Act by agreement with the City of Whittier, County of Los Angeles, and Los Angeles County Sanitation Districts. Questions about any agenda items can be directed to Andrea Gullo, Executive Director, at 562.945.9003.

72 hours prior to Board of Directors meetings, the entire Board of Directors agenda package is available for review, along with any meeting-related writings or documents provided to a majority of the Board members after distribution of the agenda package, at www.HabitatAuthority.org. In accordance with the Americans with Disabilities Act of 1990, if you require a disability-related modification or accommodation to participate in this meeting, including auxiliary aids or services, please call 562.945.9003 at least 48 hours prior to meeting.

Pursuant to Section 54954 of the Government Code the Puente Hills Habitat Preservation Authority (Authority), a Regular Meeting of the Board of Directors of the Authority will be held at the call of the Chair of the Authority at the above time and place for the purpose of:

1. Oath of office and welcome for new Board Member Cassandra Garcia representing Hacienda Heights.

2. Receipt of Public Comments. Members of the public may address the Board of Directors on any topic within the jurisdiction of the Habitat Authority, or any item on the agenda.

3. Report by Authority's Citizens Technical Advisory Committee.

4. Consent Calendar:
    a. Approval of Authority Meeting Minutes of February 20, 2025.
    b. Receive and file Authority's Portfolio Earnings Reports and Custom by Instrument Type for February 2025 prepared by the County of Los Angeles Treasurer and Tax Collector.
    c. Receive and file the Authority's fiscal year 2024-25 mid-year budget report.
    d. Approval of the following agreements: (1) Quitclaim Deed from RMX Resources, LLC, as successor in interest to Union Oil Company of California, to the Habitat Authority, granting all right, title, and interest to the real properties in the City of La Habra Heights, County of Los Angeles, State of California, described as Parcel Nos. 12-1QC.3, 12-1QC.4, and 12-7QC; excepting all oil, mineral and mining rights; and excepting a easement to access and maintain a pipeline across Habitat Authority property. (2) A Covenant Agreement Regarding Split Of Participation Payments between the County of Los Angeles and the Habitat Authority, to equitably split participation payments from RMX Resources, LLC's subsurface mineral rights.
    e. Approval and authorization for Executive Director to execute the first amendment for the Catalina ranger residence lease.

5. Discussion and possible action to authorize the Executive Director to execute a short-term Lease Agreement with the Mountains Recreation and Conservation Authority for housing of ranger trainees at the Authority Sycamore Canyon residence.

6. Discussion and possible action authorizing the Executive Director to enter into a contract with North Star Land Care for the annual fuel clearance within the Authority's Preserve in Whittier and Hacienda Heights, in an amount of $100,000 for a possible five-year total of $552,563.13, and to amend the Authority budget accordingly.

7. Discussion regarding possible planning for Authority Hazard Mitigation Plan.

8. Review, receive and file an update on the completed 15-acre Monterey Park Market Place Off-site Coastal Sage Scrub Restoration Project, Puente Hills Preserve, La Habra Heights, Los Angeles County.

9. Review, receive and file an update on an article to be published in September 2025 in The Journal of the Torrey Botanical Society regarding the effects of goat grazing on invasive plant cover and fuel loads.

10. Pending litigation – Initiation of litigation. A closed session will be held, because the Board of Directors has decided or is deciding whether to initiate litigation. (This item can be heard in closed session pursuant to Government Code Section 54956.9(c), (d)(4).)

11. Board Members' statements, responses, questions or directions to staff, and Executive Director's comments.

12. Adjournment and announcement of next meeting.

DRAFT Minutes of Regular Meeting – February 20, 2025
BOARD OF DIRECTORS
PUENTE HILLS HABITAT PRESERVATION AUTHORITY

This meeting was held at the Joint Administration Office of the County Sanitation Districts of Los Angeles County: 1955 Workman Mill Road, Whittier, CA 90601

And remotely for members of the public via Zoom at this address:
https://us02web.zoom.us/j/3397206095, Zoom ID 339 720 6095

At 3:12 p.m., the meeting was called to order and a roll call was taken.

From Sanitation Districts of Los Angeles County:

Present: Robert Ferrante, Director

From County of Los Angeles

Present: Ivan Sulic, Chair

From City of Whittier:

Present: Councilmember MaryAnn Pacheco, Vice Chair

From Hacienda Heights:

Present: Andrew Yip, Director

Authority representatives present:
Andrea Gullo, Authority Executive Director
Michelle Mariscal, Authority Ecologist
Elena Gerli, Esq., Burke, Williams, Sorensen LLP, Authority Counsel
Cathy Houwen, CTAC's Board Liaison
Cassandra Garcia, CTAC Member

1. RECEIPT OF PUBLIC COMMENTS. MEMBERS OF THE PUBLIC MAY ADDRESS THE BOARD OF DIRECTORS ON ANY TOPIC WITHIN THE JURISDICTION OF THE HABITAT AUTHORITY, OR ANY ITEM SHOWN ON THE AGENDA.

No public comments.

2. PRESENTATION OF APPRECIATION FOR OUTGOING BOARD OF DIRECTORS MEMBER, ANDREW YIP.

At 3:15 p.m. Vice Chair Pacheco arrived.
A plaque was presented to Director Yip in appreciation of his service to the Habitat Authority.

3. CONSENT CALENDAR:

A. Approval of Authority Meeting Minutes of January 16, 2025.

B. **Receive and file Authority's Portfolio Earnings Reports and Custom by Instrument Type for January 2025 prepared by the County of Los Angeles Treasurer and Tax Collector.**
C. **Second reading and adoption of Authority Ordinance No. 2025-01, An Ordinance of the Board of Directors Puente Hills Habitat Preservation Authority Levying Special Taxes for Community Facilities District No. 2024-01 (Puente Hills Preserve Protection).**

Director Ferrante motioned to approve items A through C. Director Yip seconded the motion and, in a vote, the motioned passed unanimously.

4. **DISCUSSION AND POSSIBLE ACTION REGARDING SENDING RESPONSE LETTER TO THE LA HABRA HEIGHTS COUNTY WATER DISTRICT REGARDING REGIONAL FIRE SAFETY.**

There was discussion. Direction was given to edit and send the letter.

5. **DISCUSSION AND POSSIBLE ACTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT AMENDMENT WITH CALIFORNIA ARBORIST COMPLETE TREE CARE, INC., THE ANNUAL FUEL CLEARANCE CONTRACTOR FOR LA HABRA HEIGHTS, EXTENDING THE TERM AN ADDITIONAL YEAR (APRIL 2025 THROUGH MARCH 2026), AND AMENDING THE CONTRACT IN THE AMOUNT OF $82,500.**

Vice Chair Pacheco motioned to approve authorizing Executive Director to enter into a contract amendment with California Arborist Complete Tree Care, extending the term an additional year and amending the contract in the amount of $82,500. Director Yip seconded the motion and, in a vote, the motioned passed unanimously.

6. **REVIEW, RECEIVE AND FILE AN UPDATE ON THE COMPLETED 60-ACRE SOUTHERN CALIFORNIA EDISON TEHACHAPI RENEWABLE TRANSMISSION PROJECT OFF-SITE MITIGATION RESTORATION.**

Ecologist Mariscal gave a presentation showing before, during, and after photos of the habitat restoration efforts.

Closed Session items:

7. **PENDING LITIGATION – INITIATION OF LITIGATION. A CLOSED SESSION WILL BE HELD, BECAUSE THE BOARD OF DIRECTORS HAS DECIDED OR IS DECIDING WHETHER TO INITIATE LITIGATION. (THIS ITEM CAN BE HEARD IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.9(C), (D)(4).)**

8. **REAL PROPERTY NEGOTIATIONS -- ASSESSOR PARCEL NUMBERS 8267-017-900, 8267-017-905, 8267-017 906, AND 8267-018-909 LOCATED ALONG HARBOR**

BOULEVARD. NEGOTIATIONS FOR RMX RESOURCES LLC., TO QUITCLAIM TO HABITAT AUTHORITY ALL ITS RIGHTS, TITLE, AND INTEREST AND RESERVE EASEMENT FOR CERTAIN RIGHTS AND PIPELINES. NEGOTIATING PARTIES INCLUDE BOARD CHAIR OR VICE CHAIR, EXECUTIVE DIRECTOR, LOS ANGELES COUNTY, AND RMX RESOURCES, LLC. (THIS ITEM CAN BE HEARD IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8.)

9. INSTRUCTION TO NEGOTIATORS ON PROPERTY NEGOTIATIONS FOR ASSESSOR PARCEL NUMBERS 8266-002-901 AND 8269-003-900. NEGOTIATING PARTIES INCLUDE BOARD CHAIR, EXECUTIVE DIRECTOR, AND ROWLAND WATER DISTRICT. (THIS ITEM CAN BE HEARD IN CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54956.8 REGARDING REAL ESTATE NEGOTIATIONS.)

At 3:42 p.m. Chair Sulic moved to continue the discussion of items 7 through 9 in Closed Session.

At 4:23 p.m. Chair Sulic moved to end the Closed Session, and the Open Session recommenced. Items 7 through 9 were discussed and no reportable action was taken.

10. BOARD MEMBERS' STATEMENTS, RESPONSES, QUESTIONS OR DIRECTIONS TO STAFF, AND EXECUTIVE DIRECTOR'S COMMENTS.

Director Yip was again thanked for his service to the Habitat Authority. Vice Chair Pacheco mentioned her participation in a Whittier Foundation event.

11. ADJOURNMENT AND ANNOUNCEMENT OF NEXT MEETING.

There being no further comments, or business to be discussed, Chair Sulic adjourned the meeting at 4:29 p.m.

Approved:

_____
Ivan Sulic, Board Chair

_____
Andrea Gullo, Executive Director, Acting Board Secretary

AGENDA ITEM No. 4b

COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 437
Los Angeles, California 90012
Telephone: (213) 974-3385 Fax: (213) 626-1701
ttc.lacounty.gov and propertytax.lacounty.gov

ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

March 5, 2025

Andrea Gullo, Executive Director
Puente Hills Habitat Preservation Authority
7333 Greenleaf Avenue, First Floor
Whittier, CA 90602

Email: agullo@habitatauthority.org

Dear Andrea Gullo:

PUENTE HILLS HABITAT PRESERVATION AUTHORITY
MONTHLY INVESTMENT REPORTS

Enclosed are the Puente Hills Habitat Preservation Authority Portfolio Income Report (Earnings Report), Custom Position Report, Purchase Detail Report, and Chronological Report for the month ended February 28, 2025, for your review and reference.

Should you have questions, you may contact Ms. Marivic Liwag, Assistant Operations Chief, of my staff at (213) 584-1252, or mliwag@ttc.lacounty.gov.

Very truly yours,

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector

Jennifer Koai
Operations Chief

JK:ML:cl

Enclosures

c: Marlyn Barajas

Income Report - PHHPA

02/01/2025 - 02/28/2025

Specific Purpose Invest Agg (299402)

Dated: 03/03/2025

SPI

Original Lot ID	Detailed Description	CUSIP	Coupon Rate	PAR Value	Interest/Dividend Received	Accretion Income	Amortization Expense	Interest Income	Net Gain/Loss	Net Income
821801196	FREDDIE MAC 2.000 08/27/43 '25 MTN	3134GWSD9	2.000	9,500,000.00	0.00	0.00	0.00	15,833.33	0.00	15,833.33
821801198	FED FARM CR BNKS 2.500 07/29/41 '24	3133EMW65	2.500	22,675,000.00	283,437.50	0.00	0.00	47,239.58	0.00	47,239.58
---	**---**	**---**	**2.367**	**32,175,000.00**	**283,437.50**	**0.00**	**0.00**	**63,072.91**	**0.00**	**63,072.91**

* Grouped by: Aggregate Accounts. * Groups Sorted by: Aggregate Accounts. * Filtered By: LA Fund Number = "PHHPA". * Weighted by: Ending Market Value + Accrued. * Holdings Displayed by: Lots without MMF Collapse.

Custom Position Report - PHHPA

As of 02/28/2025

Specific Purpose Invest Agg (299402)

Dated: 03/03/2025

SPI

Original Lot ID	Detailed Description	CUSIP	Coupon Rate	Final Maturity	Purchase Yield	PAR Value	Amortized Cost	Historical Cost	Net Accumulated Amortization/Accretion
821801198	FED FARM CR BNKS 2.500 07/29/41 '24	3133EMW65	2.500	07/29/2041	2.500	22,675,000.00	22,675,000.00	22,675,000.00	0.00
821801196	FREDDIE MAC 2.000 08/27/43 '25 MTN	3134GWSD9	2.000	08/27/2043	2.000	9,500,000.00	9,500,000.00	9,500,000.00	0.00
---	**---**	**---**	**2.352**	**03/10/2042**	**2.352**	**32,175,000.00**	**32,175,000.00**	**32,175,000.00**	**0.00**

* Grouped by: Aggregate Accounts. * Groups Sorted by: Aggregate Accounts. * Filtered By: LA Fund Number = "PHHPA". * Weighted by: PAR Value. * Holdings Displayed by: Lots without MMF Collapse.

Purchase Detail Report - PHHPA

02/01/2025 - 02/28/2025

Specific Purpose Invest Agg (299402)

Dated: 03/03/2025

LA Fund Number	Original Lot ID	Description	Settle Date	Final Maturity	Coupon Rate	PAR Value	Principal	Purchased Accrued Income	Settlement Amount

* Grouped by: Aggregate Accounts. * Groups Sorted by: Aggregate Accounts. * Filtered By: Settle Date ≥ 02/01/2025 and Settle Date ≤ 02/28/2025 and LA Fund Number = "PHHPA". * Weighted by: Ending Market Value + Accrued. * Holdings Displayed by: Lot.

* Purchased Accrued Income = -[Purchased Accrued Income], Summary Calculation: Sum. * Settlement Amount = [Ending Original Cost]+(-[Purchased Accrued Income]), Summary Calculation: Sum.

Chronological Report - PHHPA

Specific Purpose Invest Agg (299402)

02/01/2025 - 02/28/2025

Dated: 03/03/2025

LA Fund Number	Original Lot ID	Detailed Description	Settle Date	Final Maturity	Change In Current FV	Purchases	Maturities/Redemption	Purchased Accrued Interest	Coupon Payment
PHHPA	821801196	FREDDIE MAC 2.000 08/27/43 '25 MTN	02/27/2025	08/27/2043	0.00	0.00	0.00	0.00	95,000.00
PHHPA	**821801196**	**FREDDIE MAC 2.000 08/27/43 '25 MTN**	**02/27/2025**	**08/27/2043**	**0.00**	**0.00**	**0.00**	**0.00**	**95,000.00**

* Filtered By: LA Fund Number = "PHHPA" and Cash Affecting Amount = 0.00. * Weighted by: Absolute Value of Principal Amount. * MMF transactions are collapsed. * Trade transactions are expanded. * Cash Entry transactions are expanded.

* Change In Current FV = (IF(([Transaction Type]='Buy'),[Original Units],0))+(IF(([Transaction Type]='Maturity'),[Original Units],0)), Summary Calculation: Sum. * Purchases = IF(([Transaction Type]='Buy'),[Original Units],0), Summary Calculation: Sum. * Maturities/Redemption = IF(([Transaction Type]='Maturity'),[Original Units],0), Summary Calculation: Sum.

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. 4c

MEMORANDUM

Date: March 20, 2025

To: Board Members

From: Andrea Gullo, Executive Director

Subject: Receive and file the Authority's fiscal year 2024-25 mid-year budget report.

Recommendation:
That the Board receive and file the Authority fiscal year 2024-25 mid-year budget report.

Background:

Mid-Year Budget 2024-25
Attached is the Authority's fiscal year 2024-25 mid-year budget report for expenses and revenues posted through the end of December. The operating budget was approved by the Board on June 12, 2024 in the amount of $1,184,521 for revenue and $1,184,521 for expenses. Several amendments were approved which are reflected in the budget. New totals are $1,184,521 for revenue and $1,288,656 for expenditures.

As of December 31, 2024, $396,021 for operations has been recorded as expended. The mid-year expended amount may seem low because many of the expenses have not been processed and/or invoices received, such as ranger costs, maintenance and technical services. As with every year, many expenditures will occur within the next few months including open space management and maintenance services (contract with MRCA), annual fuel modification, agency insurance, etc. The revenue received totaled $632,347.

The mitigation restoration budget for FY 24-25 is $862,368 and $320,140 had been expended as of the end of December 2024.

The grants expenditure budget for FY 24-25 is $578,255 and $161,675 has been expended. These funds are provided by state agencies, the Rivers and Mountains Conservancy, and CalFire on a reimbursable basis, as well as Caltrans which is not on a reimbursable basis. The Caltrans funding was provided upfront. The majority of the work will occur in the spring and be invoiced thereafter.

The beginning cash (not accrual) balance at the start of this fiscal year was $6.2 million. As of the end of December 2024, the cash balance of agency funds in the County pool was $9.7 million. The increase is because the six-month $3.9 million investment in the

agency portfolio was called. At least $6.4 million of the balance is restricted for projects such as the habitat restoration mitigation projects. The remaining funds are to cover the operating budget and provide for an emergency reserve.

Attachment:
FY 24-25 Mid-year budget report

FY 2024-2025 Budget

Mid-Year

		Approved FY 24-25 Budget			Fiscal Year 2024-2025 Projected Actuals				
				A	B	C	D = B+C	E = B/A	D = D/A
Operating Budget:		**APPROVED FY 24/25 Budget**	**Budget Amendments**	**FINAL AMENDED FY 24/25 BUDGET**	**YTD Actuals (as of December 2024)**	**Additional Projected through 06/30/25**	**Forecasted 2025**	**YTD Actuals % of FY 2025 Budget Rev**	**Forecasted FYE % of FY 2025 Budget Rev**
SPI earnings (endowment)	53874	$ 858,000		$ 858,000	484,978	$ 373,022	$ 858,000	57%	100%
Interest from Treasury Pool Depo	53874	177,483		177,483	125,813	51,670	177,483	71%	100%
La Habra Heights historic oil	53874	70,000		70,000	19,655	40,000	59,655	28%	85%
MRCA tickets /educational progra	53874	15,000		15,000	-	15,000	15,000	0%	100%
Reimbursement of Expense	53874	7,761		7,761	522	-	522	7%	7%
Donations	53874	-		-	1,378		1,378	0%	0%
Transfer of Mitigation Personnel	53874	28,858		28,858	-	28,858	28,858	0%	100%
Transfer of Mitigation Ranger Services	53874	27,419		27,419	-	27,419	27,419	0%	100%
Total Revenue		$ 1,184,521	$ -	$ 1,184,521	$ 632,347	$ 535,969	$ 1,168,316	53%	99%

Expenses:		**Proposed FY 24-25 Budget**	**Budget Amendments**	**FINAL AMENDED FY 24/25 BUDGET**	**YTD Actuals (as of December 2024)**	**Additional Projected through 06/30/25**	**Forecasted 2025**	**YTD Actuals % of FY 2025 Budget Rev**	**Forecasted FYE % of FY 2025 Budget Rev**
Ranger Services and Property Management	53874	$ 396,395	$ 20,720	$ 417,115	$ 10,785	$ 385,610	$ 396,395	3%	95%
Payroll (Personnel - General Services)	53874	429,062		429,062	213,835	215,228	429,062	50%	100%
Site Mitigation/Access Fees - Use of Restricted Reserves	53874	-	83,415	83,415	55,671	27,744	83,415	67%	100%
Other Insurance Premiums	53874	93,000		93,000	6,047	86,953	93,000	7%	100%
Legal Services	53874	84,460		84,460	25,330	59,130	84,460	30%	100%
Fiscal Agent Services	53874	32,000		32,000	8,000	24,000	32,000	25%	100%
Utilities (water, phones, internet, etc)	53874	40,557		40,557	13,213	14,000	27,213	33%	67%
Treas-Tax Collector Services	53874	18,000		18,000	8,816	9,184	18,000	49%	100%
Office Rent (Building Rentals)	53874	1		1	1	-	1	100%	100%
Technical	53874	65,210		65,210	40,363	24,847	65,210	62%	100%
Audit Fees	53874	5,500		5,500	510	4,991	5,500	9%	100%
Street bond	53874	5,836		5,836	5,836	0	5,836	100%	100%
Educational Services	53874	3,600		3,600	1,669	5,008	6,677	46%	185%
Office Supplies-General	53874	3,100		3,100	1,997	3,993	5,990	64%	193%
Printing Services	53874	1,000		1,000	-	1,000	1,000	0%	100%
Signs & Related Supplies	53874	1,500		1,500	161	1,339	2,500	11%	167%
Automotive Maintenance	53874	1,500		1,500	1,785	-	1,785	119%	119%
Permit & License Fees	53874	200		200	-	200	200	0%	100%
Auto Mileage	53874	250		250	-	250	250	0%	100%
Miscellaneous (GIS, Resr. Misc.)	53874	1,050		1,050	-	1,050	1,050	0%	100%
Postage	53874	500		500	2	498	500	0%	100%
Traveling Expense (local meetings)	53874	150		150	65	195	260	43%	173%
Publications & Legal Notices	53874	1,000		1,000	-	1,000	1,000	0%	100%
Auto Service	53874	500		500	303	303	607	61%	121%
Publications & Periodicals	53874	150		150	70	80	150	47%	100%
Computers	53874	-		-	1,562	-	1,562	0%	0%
Total Expenses		$ 1,184,521	$ 104,135	$ 1,288,656	$ 396,021	$ 866,601	$ 1,263,622	31%	98%
Change In Position		**$ (0)**		**$ (104,135)**	**$ 236,326**	**$ (330,632)**	**$ (95,306)**	**-227%**	**92%**

FY 2024-2025 Budget
Mid-Year

Mitigation Costs	Unit #	Proposed FY 24-25 Budget	Budget Amendments	FINAL AMENDED FY 24/25 BUDGET	YTD Actuals (as of December 2024)	Additional Projected through 06/30/25	Forecasted 2025	YTD Actuals % of FY 2025 Budget Rev	Forecasted FYE % of FY 2025 Budget Rev
Consultant Services (Mitigation) SCE	53879	$ -	$ -	$ -	$ 18,203	$ -	$ 18,203	100%	100%
Consultant Services (Mitigation) OLINDA	53880	87,497		87,497	46,918	40,579	87,497	54%	100%
Consultant Services (Mitigation) Brea 57/Lambert	53881	31,451		31,451	11,250	20,201	31,451	36%	100%
Consultant Services (Mitigation) Turnbull Enhancement	53874	11,773		11,773	-	11,773	11,773	0%	100%
Consultant Services (Mitigation) Metro Heights	53932	669,992		669,992	232,449	437,543	669,992	100%	100%
Utilities (mitigation) SCE	53879	-		-	5,561	5,561	11,122	100%	0%
Utilities (mitigation) OLINDA	53880	-		-	1,242	1,242	2,484	100%	100%
Utilities (mitigation) Brea 57/Lbt	53881	-		-	1,101	1,101	2,202	100%	100%
Utilities (mitigation) Metro Heights	53932	5,377		5,377	3,416	3,416	6,831	0%	0%
Transfers - Personnel (Olinda)	53880	12,462		12,462	-	12,462	12,462	0%	100%
Transfers - Personnel (Brea 57)	53881	11,965		11,965	-	11,965	11,965	0%	100%
Transfers - Personnel (Mitigation) Metro Heights	53932	4,432		4,432	-	4,432	4,432	0%	100%
Transfers - Ranger Services (Olinda)	53880	12,251		12,251	-	12,251	12,251	0%	100%
Transfers - Ranger Services (Brea 57)	53881	8,167		8,167	-	8,167	8,167	0%	100%
Transfers - Ranger Services (Metro Heights)	53932	7,001		7,001	-	7,001	7,001	0%	100%
Total Mitigation Expenses		$ 862,368	$ -	$ 862,368	**$ 320,140**	**$ 577,694**	**$ 897,834**	**37%**	**104%**

FY 2024-2025 Budget
Mid-Year

FY 24/25 Grants:		Proposed FY 24-25 Budget	Budget Amendments	FINAL AMENDED FY 24/25 BUDGET	YTD Actuals (as of December 2024)	Additional Projected through 06/30/25	Forecasted 2025	YTD Actuals % of FY 2024 Budget Rev	Forecasted FYE % of FY 2024 Budget Rev
CalFire Grant (multi-year)		-							
CalFire Grant Revenue	53882	$ 240,000.00	$ -	$ 240,000.00	-	240,000	240,000	0%	100%
CalFire Grant Expenditure									
Goats and Fuel Reduction	53882	(20,000.00)		(20,000.00)	(20,390)	-	(20,390)	102%	102%
Payroll Costs (Overhead)	53882	(3,944.00)		(3,944.00)	(6,560)	-	(6,560)	166%	166%
RMC Grant Round 2									
RMC Grant Revenue	53883	$ 64,910.00		$ 64,910.00	-	64,910	64,910	0%	100%
RMC Grant Expenditure									
Payroll Costs (Overhead)	53883	-		-	(4,588)	-	(4,588)	100%	100%
Fuel Reduction	53883	(43,710.00)		(43,710.00)	(36,883)	(6,827)	(43,710)	84%	100%
Caltrans									
Caltrans Grant Revenue	53884	$ -		$ -	-	-	-	0%	0%
Caltrans Grant Expenditure									
Ranger and associated costs	53884	(130,601.00)		(130,601.00)	-	(130,601)	(130,601)	0%	100%
Property Management		(200,000.00)		(200,000.00)	(12,217)	(187,783)	(200,000)	6%	100%
Utilities		(10,000.00)		(10,000.00)	(4,436)	(5,564)	(10,000)	44%	100%
City M&S									
City M&S Revenue	53888	$ 60,000.00		$ 60,000.00		60,000	60,000	0%	100%
City M&S Grant Expenditure									
City M&S Property Managem	53888	(54,307.00)		(54,307.00)	(10,768)	(43,539)	(54,307)	20%	100%
City M&S Utilities		(5,693.00)		(5,693.00)	(2,592)	(3,101)	(5,693)	46%	100%
Turnbull M&S									
Turnbull M&S Revenue	53889	$ 90,000		$ 90,000.00	13,644	76,356	90,000	15%	100%
Turnbull M&S Grant Expenditure									
Turnbull M&S Property Manag	53889	(90,000.00)		(90,000.00)	(62,168)	(27,832)	(90,000)	69%	100%
Sycamore M&S									
Sycamore M&S Revenue		$ 20,000		$ 20,000.00	-	20,000	20,000	0%	0%
Sycamore M&S Property Manag	53930	(20,000.00)		(20,000.00)	(1,072)	(18,928)	(20,000)	0%	0%
Total Revenue		$ 474,910	$ -	$ 474,910	**$ 13,644**	**$ 461,266**	**$ 474,910**	**3%**	**100%**
Total Expenses		$ (578,255)	$ -	$ (578,255)	**$ (161,675)**	**$ (424,174)**	**$ (585,849)**	**28%**	**101%**

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. 4d

MEMORANDUM

Date: March 20, 2025

To: Board Members

From: Andrea Gullo, Executive Director

Subject: Approval of the following agreements: (1) Quitclaim Deed from RMX Resources, LLC, as successor in interest to Union Oil Company of California, to the Habitat Authority, granting all right, title, and interest to the real properties in the City of La Habra Heights, County of Los Angeles, State of California, described as Parcel Nos. 12-1QC.3, 12-1QC.4, and 12-7QC; excepting all oil, mineral and mining rights; and excepting an easement to access and maintain a pipeline across Habitat Authority property. (2) A Covenant Agreement Regarding Split Of Participation Payments between the County of Los Angeles and the Habitat Authority, to equitably split participation payments from RMX Resources, LLC's subsurface mineral rights.

Recommendation:
That the Board approve the Quitclaim deed from RMX and Split Agreement from the County of Los Angeles as mentioned above.

Background:
In 1904 Union Oil Company of California (Union) acquired the mineral fee estate and easement rights to the surface over land in the vicinity of Harbor Boulevard. In or around 1988, the Los Angeles County Board of Supervisors entered a stipulation for judgment in condemnation for purchase of right of way in simple title for Fullerton Road (now Harbor Blvd.) in connection with the development of Tract No. 43732, which included Union/RMX Resources LLC. (Case no. CC87261). RMX is Union's successor-in-interest.

On July 18, 1990, the Board of Supervisors approved an Agreement between RMX Resources and the County which included the proposal of a Quitclaim Deed and a Joint Use Agreement with RMX in lieu of Condemnation proceedings due to the fact that RMX had various easements and property rights over the property that they wished to preserve.

In 2004, the County sold portions of properties (which include Assessor's Identification Nos. 8267-017-900, 905 and 906) located east and west of Harbor Boulevard to the Habitat Authority without reserving easements rights to Union (Agreement for Purchase and Sale and Quitclaim Deed 04-0500175-dated March 3, 2004).

Since August 2018, when RMX replaced an oil pipeline across the Habitat Authority's parcel on the west side of Harbor Blvd, the County of Los Angeles, the Authority and RMX have been in discussions to clean up the title for these and relevant parcels, including an accurate description of the oil pipeline easement.

To clean up the title policy, RMX needs to quitclaim its rights in the properties to the Habitat Authority and reserve its oil and mineral rights, as well as an easement to specifically designate the location for the oil pipeline. Additionally, the County and Authority need to come to an agreement to split the revenue payments arising from RMX's subsurface mineral rights; the proposed split is 44% in favor of the Authority and 56% in favor of the County. The acreage involved is 19.60 owned by the Authority and 31.32 acres owned by the County.

The attached documents for approval by the Habitat Authority Board are:

1) The quitclaim deed from RMX to Habitat Authority all its rights, title, and interest of the properties with reservation of mineral rights and a 20-foot wide pipeline easement.

2) Covenant Agreement Regarding Split Of Participation Payments between the County of Los Angeles and the Habitat Authority regarding payments arising from RMX's subsurface mineral rights.

ORIGINAL

AGENDA ITEM 4 d
attachment 1

RECORDING REQUESTED BY
AND MAIL TO:

Puente Hills Habitat Preservation Authority
7333 Greenleaf Avenue
Whittier, CA 90602
Attention: Andrea Gullo, Executive Director

Space above this line reserved for Recorder's use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE REVENUE & TAXATION CODE.

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT CODE.

THE UNDERSIGNED GRANTOR(S) DECLARE(S) DOCUMENTARY TRANSFER TAX IS $ZERO.

Assessor's Identification Numbers:
8267-017-900, 905, 906, & a portion of Harbor Blvd.

QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, RMX RESOURCES, LLC, a Texas limited liability company, as successor in interest to Union Oil Company of California, a California corporation, does hereby quitclaim to the PUENTE HILLS HABITAT PRESERVATION AUTHORITY, a joint powers authority established pursuant to Government Code Section 6500 et seq., formerly known as Puente Hills Landfill Native Habitat Preservation Authority, all right, title, and interest to the real properties in the City of La Habra Heights, County of Los Angeles, State of California, described as Parcel Nos. 12-1QC.3, 12-1QC.4, and 12-7QC in Exhibit A and shown on and delineated on Exhibit B, both which are attached hereto and by this reference made a part hereof.

Excepting to RMX Resources, LLC, all oil, oil rights, minerals, mineral rights, natural gas, natural gas rights and other hydrocarbons by whatsoever name known that may be within or under said lands, together with the perpetual right of mining, exploring and removing the same from said lands or any other lands, (including the right to operate said lands) and the right to whipstock or directionally drill, and mine from lands other than said lands, oil or gas wells, tunnels and shafts into, through or across the subsurface of said lands and to bottom such whipstocked or directionally drilled wells, tunnels and shafts under and beneath or beyond the exterior limits thereof, and to redrill, retunnel, equip, maintain, repair, deepen and operate any such wells or mines, without, however, the right to drill, mine, explore and operate through the surface of the upper 500 feet of the subsurface of said lands, described as Parcel Nos. 12-1QC.3, 12-1QC.4, and 12-7QC in said Exhibit A and shown on and delineated on said Exhibit B.

Also reserving to RMX Resources, LLC an easement or easements to lay, maintain, operate, repair, alter, change the size and number of and remove pipelines for the transportation of oil, gas, petroleum products, and other substances, with the right of ingress and egress to and from the same, over, through, under and along a strip or strips of said lands 20 feet in width as described as Parcel No. 12-1M.2 in Exhibit A and shown on and delineated on Exhibit B, both which are attached hereto and by this reference made a part hereof. RMX Resources, LLC shall, at its expense, restore any improvements which are damaged by them in connection with the exercise of its rights herein. Except in emergencies, RMX Resources, LLC shall give reasonable notice to the Puente Hills Habitat Preservation Authority before performing any work on Company's facilities when such work will affect any improvements located thereon.

It is understood that each undersigned grantor quitclaims only that portion of the above described lands in which said grantor has an interest.

RMX RESOURCES, LLC,
a Texas limited liability company

By _____ 2-16-2025
Jonathan Gregory, CEO Date

Project Name: Harbor Blvd (Formerly Fullerton Rd)
RMX Resources LLC
HARBOR BOULEVARD PROPERTY 12-1QC.3 & 12-1M.2
Includes: Parcel Nos. 12-1QC.4 and 12-7QC
File with: Fullerton Road (12)
S.D. 4 M1977001
Project ID No. MPR0000913

ACKNOWLEDGMENT FORM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On February 11, 2025, before me, Sharon D. Bennett, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared Jonathan Gregory, CEO

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SHARON D. BENNETT
Notary Public - California
Los Angeles County
Commission # 2425970
My Comm. Expires Nov 9, 2026

Signature Sharon D. Bennett

(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, before me, _____, Deputy County Clerk of the County of Los Angeles, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Deputy County Clerk of the County of Los Angeles

(Seal)

APPROVED as to title and execution,

_____, 20_____.
LOS ANGELES COUNTY PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By_____

CERTIFICATE OF ACCEPTANCE

This is to certify that the PUENTE HILLS HABITAT PRESERVATION AUTHORITY, a joint powers authority established pursuant to Government Code Section 6500 et seq., hereby accepts the Quitclaim Deed dated _____ from RMX RESOURCES, LLC, a Texas limited liability company, to which Quitclaim Deed this Certificate of Acceptance is attached.

This acceptance is made pursuant to the authority conferred by Resolution No. _____ adopted on _____ and the Puente Hills Habitat Preservation Authority consents to the recordation of the Quitclaim Deed and this Certificate of Acceptance.

PUENTE HILLS HABITAT PRESERVATION AUTHORITY,
a joint powers authority established pursuant to Government
Code Section 6500 et seq.

By _____
Andrea Gullo, Executive Director

Dated _____

EXHIBIT A

Project Name: Harbor Blvd (Formerly Fullerton Rd)
RMX Resources LLC
HARBOR BOULEVARD PROPERTY 12-1QC.3
Includes: Parcel No. 12-1QC.4 and 12-7QC
File with: Fullerton Road (12)
A.I.N. 8267-017-900, 905 and 906
I.M. 084-297
Fourth District
M1977001

LEGAL DESCRIPTION

PARCEL NO. 12-1QC.3 (Quitclaim of surface rights to the PUENTE HILLS HABITAT PRESERVATION AUTHORITY):

All of that certain parcel of land in Lot 1, Division 108, Region 45, as shown on map filed in Book 2, pages 1 through 42, of Official Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, described as PARCEL NO. 12-1EX in deed to Puente Hills Landfill Native Habitat Preservation Authority, recorded on March 3, 2004, as Document No. 04-0500175, of Official Records, in the office of said Registrar-Recorder/County Clerk.

Containing: 17.56± Acres.

PARCEL NO. 12-1QC.4 and 12-7QC Quitclaim of surface rights to the PUENTE HILLS HABITAT PRESERVATION AUTHORITY):

That portion of the above-mentioned Lot 1, Division 108, Region 45, within the following described boundaries:

Beginning at the intersection of the southeasterly sideline of that certain 100-foot-wide strip of land described in Parcel 12-7, as Fullerton Road, in deed to the County of Los Angeles, recorded on November 4, 1988, as Document No. 88-1782252, of Official Records, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, with the easterly line of said Lot 1, Division 108; thence South 18°58'49" West, along said easterly line, a distance of 569.66 feet to the southerly boundary of Parcel No. 12-1EX.1, as

described in above-mentioned deed to the Puente Hills Landfill Native Habitat Preservation Authority, thence along said southerly boundary the following three courses: North 89°21'47" West 207.31 feet, North 85°28'42" West 84.17 feet, and South 70°24'53" West 41.93 feet to a non-tangent curve concave southeasterly and having a radius of 3100 feet, said curve being in the southeasterly sideline of a 100-foot-wide strip of land described in Fullerton Road 12-1A, in deed to said County, recorded on October 25, 1991, as Document No. 91-1693907, of said Official Records and said first-mentioned southeasterly sideline; thence northeasterly along said curve, through a central angle of 13°53'21", an arc distance of 751.48 feet to the point of beginning.

Containing: 2.26± Acres.

PROFESSIONAL LAND SURVEYOR
KEVIN A. BUGH
EXP. 12/31/25
L.S. 8056
STATE OF CALIFORNIA

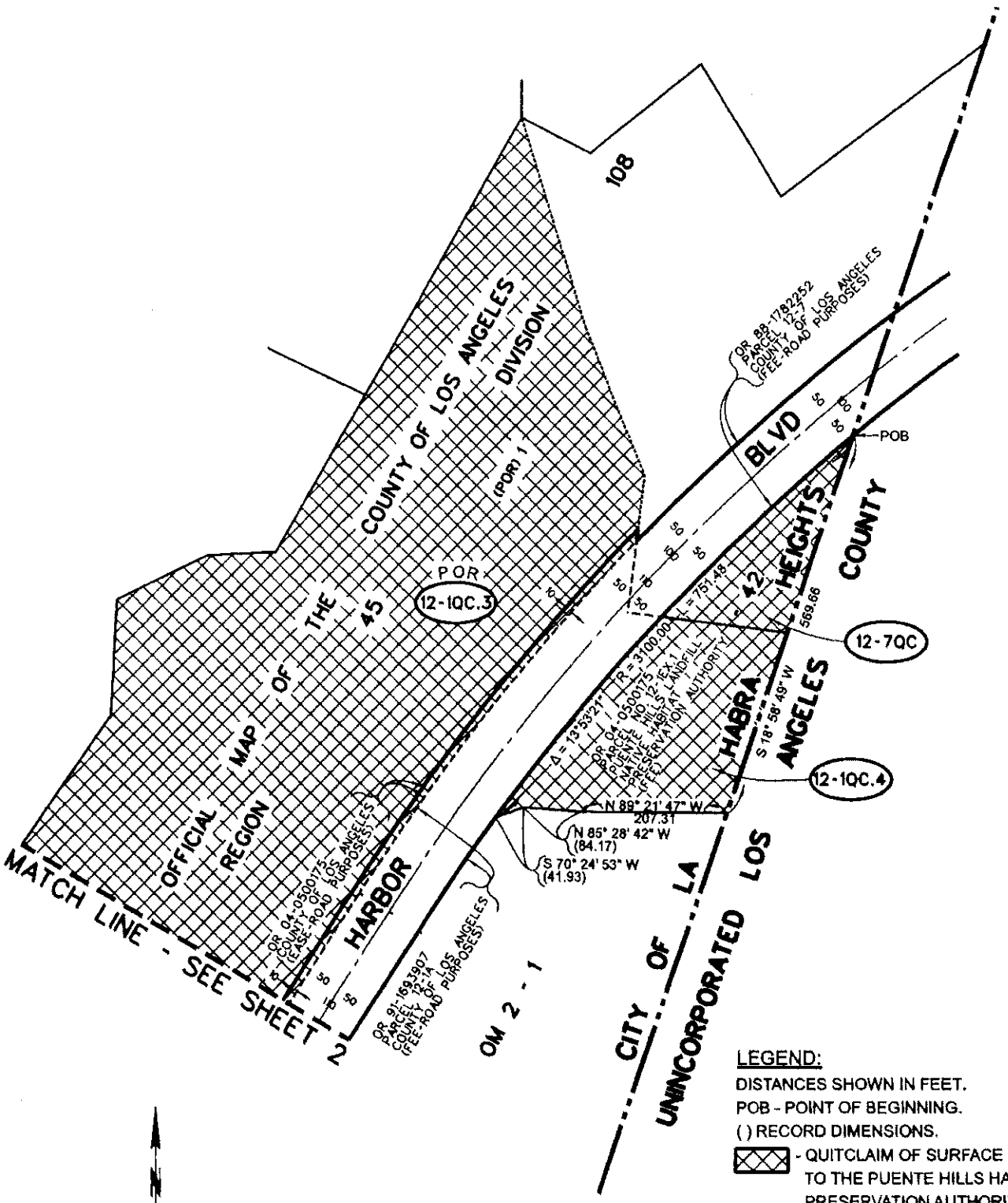
APPROVED AS TO DESCRIPTION

By _____
LICENSED LAND SURVEYOR
Los Angeles County Public Works

Dated April 9, 2024

JB/HF:

EXHIBIT B



LEGEND:

DISTANCES SHOWN IN FEET.

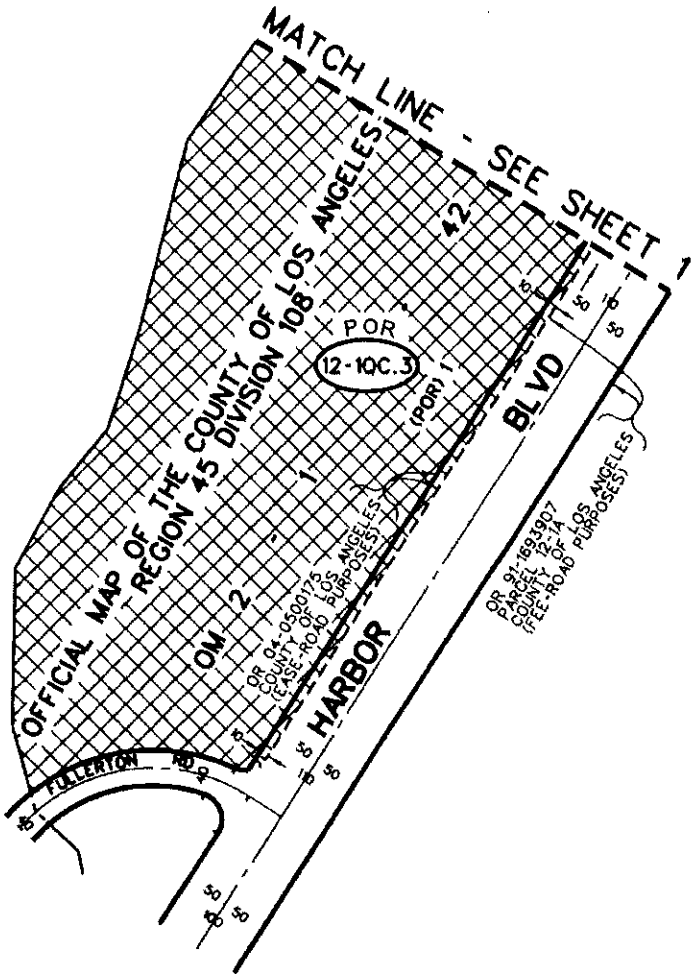
POB - POINT OF BEGINNING.

( ) RECORD DIMENSIONS.

- QUITCLAIM OF SURFACE RIGHTS TO THE PUENTE HILLS HABITAT PRESERVATION AUTHORITY

REFERENCE:	LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION			
IM 084-297 AIN 8267-017-900 AIN 8267-017-905 AIN 8267-017-906 AIN 8267-017-907	PROJECT: **Harbor Blvd. (Formerly Fullerton Rd) RMX RESOURCES LLC** FILE WITH: FULLERTON ROAD (12)			
	PROJECT I.D. MPR0000913	PREPARED BY H FELIX	DATE 04/03/2024	SHEET 1 OF 2

EXHIBIT B



BY: _____ LICENSED SURVEYOR

4.9.2024 DATE

LEGEND:

DISTANCES SHOWN IN FEET.

- QUITCLAIM OF SURFACE RIGHTS TO THE PUENTE HILLS HABITAT PRESERVATION AUTHORITY

N

FEET

0 100 200 300 400

400 200 0

SCALE

ALL IN THE CITY OF LA HABRA HEIGHTS

REFERENCE:	LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION			
IM 084-297 AIN 8267-017-906 AIN 8267-017-907	PROJECT: **Harbor Blvd. (Formerly Fullerton Rd) RMX RESOURCES LLC** FILE WITH: FULLERTON ROAD (12)			
	PROJECT I.D. MPR0000913	PREPARED BY H FELIX	DATE 04/03/2024	SHEET 2 OF 2

EXHIBIT A

Project Name: Harbor Blvd (Formerly Fullerton Rd)
RMX Resources LLC
HARBOR BOULEVARD PROPERTY 12-1M.2
File with: Fullerton Road (12)
A.I.N. 8267-017-905 and 906
I.M. 084-297
Fourth District
M1977001

LEGAL DESCRIPTION

PARCEL NO. 12-1M.2 (Reservation of easement):

That portion of Lot 1, Division 108, Region 45, as shown on map filed in Book 2, pages 1 through 42, of Official Maps, in the office of the Registrar-Recorder/County Clerk of the County of Los Angeles, within a strip of land, 20 feet wide, lying 10 feet on each side of the following described centerline:

Commencing at the most easterly corner of Lot 6 of said Division 108, Region 45; thence along the boundary between said Lots 1 and 6, South 29° 59' 13" West 69.80 feet to the **TRUE POINT OF BEGINNING**; thence leaving said boundary, South 88° 25' 19" East 157.75 feet; thence South 49° 58' 18" East 24.50 feet; thence South 45° 23' 32" East 40.11 feet; thence South 39° 34' 47" East 132.01 feet; thence South 47° 11' 09" East 195.82 feet; thence South 38° 57' 46" West 328.30 feet to a point lying 5.73 feet easterly along the following described certain course from its westerly terminus, said certain course having a bearing and length of South 70° 18' 40" West 41.93 feet, as described in **Parcel No. 12-1EX.1**, in deed to PUENTE HILLS LANDFILL NATIVE HABITAT PRESERVATION AUTHORITY, recorded on March 3, 2004, as Document No. 04-0500175, of the above-mentioned Official Records.

Excepting therefrom any portion of the above-described 20-foot-wide strip of land lying within that certain 100-foot-wide strip of land described as **FULLERTON ROAD 12-1A**, in a First Amended Final Order of Condemnation, had in Superior Court Case No. C 687 261, a certified copy of which was recorded on October 25, 1991, as Document No. 91-1693907, of Official Records, in the office of said Registrar-Recorder/County Clerk.

The sidelines of the above-described 20-foot-wide strip of land are to be prolonged or shortened at their beginnings so as to terminate in the above-mentioned boundary between Lots 1 and 6 and at their ends so as to terminate in the above-mentioned certain course having a bearing and length of South 70° 18' 40" West 41.93 feet, and its westerly prolongation.

The sidelines of the above-described 20-foot-wide strip of land are to be prolonged or shortened at their angle points so as to terminate at their points of intersection.

Containing: 13,643± square feet.

PROFESSIONAL LAND SURVEYOR
KEVIN A. BUGH
EXP. 12/31/25
L.S. 8056
STATE OF CALIFORNIA

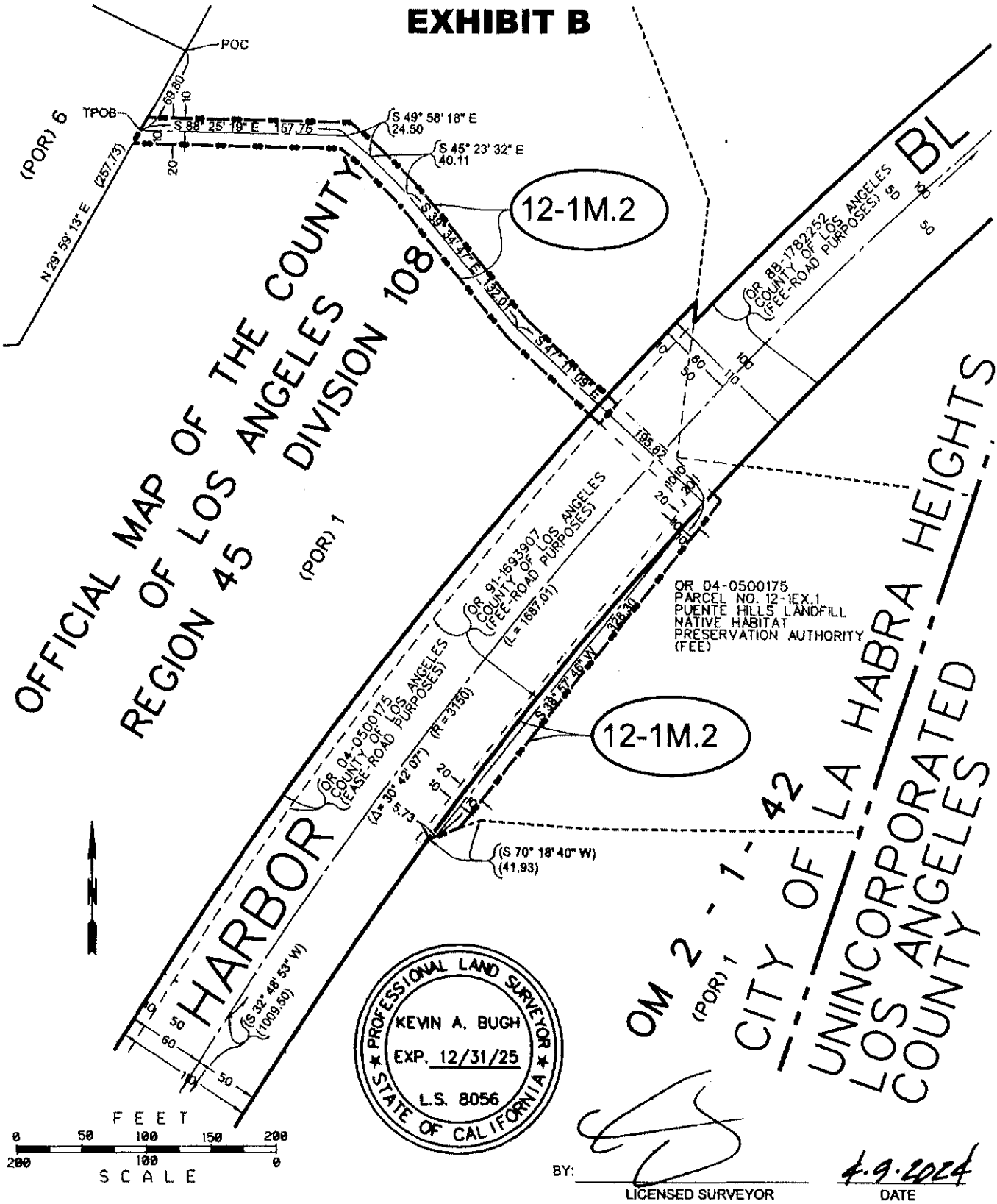
APPROVED AS TO DESCRIPTION

By _____
LICENSED LAND SURVEYOR
Los Angeles County Public Works

Dated April 9, 2024

JMB:

EXHIBIT B



BY: _____ LICENSED SURVEYOR

4.9.2024 DATE

LEGEND:

—•—•— RESERVATION OF EASEMENT.
DISTANCES SHOWN IN FEET.
( ) RECORD DIMENSIONS.
POC - POINT OF COMMENCING.
TPOB - TRUE POINT OF BEGINNING.

REFERENCE:	LOS ANGELES COUNTY PUBLIC WORKS SURVEY/MAPPING & PROPERTY MANAGEMENT DIVISION			
IM 084-297 A.I.N. 8267-017-905 A.I.N. 8267-017-906	PROJECT: **Harbor Blvd. (Formerly Fullerton Rd) RMX RESOURCES LLC** FILE WITH: FULLERTON ROAD (12)			
	PROJECT I.D. MPR0000913	PREPARED BY J BURGESS	DATE 04/01/2024	SHEET 1 OF 1

AGENDA ITEM 4 d
attachment 2

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

MARK PESTRELLA, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

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

IN REPLY PLEASE
REFER TO FILE: SMP-2
M1977001

February 27, 2025

Ms. Andrea Gullo, Executive Director
Puente Hills Habitat Preservation Authority
7333 Greenleaf Avenue, First Floor
Whittier, CA 90602

Dear Ms. Gullo:

HARBOR BLVD (FORMERLY FULLERTON ROAD)
COUNTY OF LOS ANGELES
AND PUENTE HILLS HABITAT PRESERVATION AUTHORITY
ASSESSOR'S IDENTIFICATION NOS. 8267-017-905, 906, AND 907
(FORMERLY 8267-017-903), 8267-017-900, AND 8267-019-900
PROJECT ID. MPR0000913
EXECUTION OF COVENANT AGREEMENT
REGARDING SPLIT OF PARTICIPATION PAYMENTS
AND QUITCLAIM DEED

In 2004, the County of Los Angeles sold property to Puente Hills Habitat Preservation Authority (Authority), which was acquired from RMX Resources, LLC, successor owner to Union Oil Company of California, (herein referred to as Union) and subject to terms of 1940 Agreement (918 Agreement).

In accordance with terms of the 918 Agreement, Union, as operator of oil extraction was to be notified when transactions affecting the subject property took place to address respective participation payments related to the extraction of oil. However, Union nor its successors were notified of the 2004 sale of property to Authority, and as agreed by all agencies impacted, we are now resolving this matter by complying with terms of the 918 Agreement.

Enclosed, please find the Covenant Agreement Regarding Split of Participation Payments (Split Agreement) detailing how participation payments from the extraction of oil by RMX Resources, LLC, are to be distributed.

Enclosed are the following:

1. The Split Agreement and Quitclaim Deed for Habitat Authority to execute.

Please have the Split Agreement and Quitclaim Deed previously provided, signed before a Notary Public and return the Agreement and the Quitclaim Deed to the County for execution and recording.

If you have any questions or require additional assistance, please contact me at (626) 458-7051 or lzometa@pw.lacounty.gov. Our office hours are Monday through Thursday from 7 a.m. to 5:30 p.m.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

LUIS ALBERTO ZOMETA, Real Property Agent II
Real Estate Services Section
Survey/Mapping & Property Management Division

LAZ:mr
P:\MPPUB\ADMIN\MARIA\SMPM-2 2025\XMTL LTR\61 LAZ\HARBOR BL.DOCX

Enc.

RECORDING REQUESTED BY
AND WHEN RECORDED, RETURN TO:

Los Angeles County Public Works
900 S. Fremont Avenue-10th Floor.
Alhambra, CA 91803
Attn: SMP-Real Estate Services Section

APNs, 8267-017-905, 906, & 907(all formerly 8267-017-903) 8267-017-900 & 8267-019-900

Space above this line reserved for Recorder's use

Exempt from recording fees per Govt Code 27383

COVENANT AGREEMENT REGARDING SPLIT OF PARTICIPATION PAYMENTS

This Covenant Agreement Regarding Split of Participation Payments ("**Agreement**"), is made and entered into this _____ day of _____, 2025 by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("**COUNTY**") and, PUENTE HILLS HABITAT PRESERVATION AUTHORITY, a joint powers authority established pursuant to Government Code Section 6500 et seq. (formerly known as Puente Hills Landfill Native Habitat Preservation Authority) ("**AUTHORITY**"), hereinafter sometimes referred to individually as "Party" and collectively as "Parties".

RECITALS

A. On May 25, 1988, COUNTY commenced a condemnation lawsuit, Superior Court Case No. C687 261 ("**Condemnation Action**") against Union Oil Company of California, a California corporation ("**Union**") and others for the acquisition of property described in the complaint in the Condemnation Action totaling 50.92 acres ("**Subject Property**"), for the improvement of Harbor Boulevard (formerly Fullerton Road) and concurrently filed a Lis Pendens which was recorded on May 25, 1988, as Instrument No. 88-836001 ("**Lis Pendens**") in the Official Records of Los Angeles County ("**Official Records**").

B. On July 31, 1990, COUNTY and Union entered into an agreement to settle the Condemnation Action whereby Union agreed to grant certain rights to COUNTY,

Union reserved certain rights and COUNTY agreed to dismiss Union from the Condemnation Action and to withdraw the Lis Pendens ("**Settlement Agreement**").

C. A Final Order of Condemnation and a First Amended Final Order of Condemnation were entered in the Condemnation Action and recorded on February 14, 1991, as Instrument No. 91-225367, and October 25, 1991, as Instrument No. 91-1693907, respectively (collectively "**Final Condemnation Order**"), both in the Official Records, which conveyed the fee simple title to the Subject Property to the COUNTY.

D. As fee simple owner of the Subject Property, County became entitled to payments arising from the exercise of Union's subsurface mineral rights in the Subject Property ("**Participation Payments**") pursuant to that certain Agreement dated April 1, 1940, between Union and Peter J. Weisel, recorded on August 7, 1940, as Instrument No. 1057, in Book 17686, Page 289 of the Official Records of the County of Los Angeles ("**1940 Agreement**").

E. In accordance with Section 6 of the Settlement Agreement, as of the date of recordation of the Final Condemnation Order, COUNTY assumed the rights to prior Participation Payments due to Peter J. Weisel under the 1940 Agreement, and Union agreed to transfer all such payments, including any impounded sums, to County upon County's recordation of the Final Condemnation Order and County's prompt and timely withdrawal of Lis Pendens and Union's receipt thereof.

F. Pursuant to that certain Quitclaim Deed recorded on March 3, 2004, hereinafter referred to as ("Effective Date") as Instrument No. 04-0500175 in the Official Records ("**Quitclaim Deed**"), COUNTY sold portions of the Subject Property to AUTHORITY, hereinafter referred to as "**Authority Land,**" including Assessor Parcel Numbers 8267-017-900 and portions of 8267-017-903 (now identified as Assessor's Parcel Numbers 8267-017-905 and 906) and referred to as parcels 12-1EX and 12-1EX.1 consisting of 18.97± acres, and Assessor's Parcel Number 8267-017-900 and referred to as parcel 12-7EX consisting of 0.63± acres, for a total of 19.60± acres, which remain subject to the 1940 Agreement.

G. The portion of the Subject Property excluding the Authority Land, consisting of a total of 31.32 acres, is hereinafter referred to as "**County Land**."

H. In accordance with terms of the 1940 Agreement, Union, as Operator, was to be notified when COUNTY sold any portion of Subject Property so that as of receipt of the notification, the Participation Payments due to the respective landowners would be split based on each landowner's proportion of the surface area of the Subject Property and as agreed to by the respective landowners.

I. RMX Resources LLC, a Texas limited liability company ("RMX"), is the current owner the subsurface mineral rights previously held by Union and is subject to the Union's rights and obligations under the 1940 Agreement.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein by reference.

2. **Duration.** This Agreement shall remain in full force and effect until terminated in writing executed by both parties and recorded in the Official Records.

3. **Split Agreement.** COUNTY and AUTHORITY agree that all Participation Payments shall be allocated as follows:

   AUTHORITY shall receive 44% of the Participation Payments.

   COUNTY shall receive 56% of the Participation Payments.

4. **Runs with the Land.** This Agreement shall run with both the County Land and the Authority Land.

5. **Representations and Warranties.** Each Party represents and warrants to the other Party that it has authority to execute this Agreement.

6. **Remedies.** In the event of any violation or attempted violation of this Agreement, each Party shall have the right to pursue all remedies available at law or equity including, but not limited to, an injunction and damages.

7. **Amendment, Modification of Termination.** This Agreement may not be amended, modified or terminated except (i) in writing executed by the then current owner(s) of

County Property and Authority Property and (ii) recorded in the Official Records which shall be deemed to provide constructive notice.

8. Miscellaneous.

8.1. Notices. Any notices, demands, or communications under this Agreement shall be in writing, and may be given either by (i) personal service, (ii) overnight delivery, or (iii) mailing via United States mail, certified mail, postage prepaid, return service requested, addressed as set forth below or such other address as may be furnished in writing by a party, and such notice or communication shall, if properly addressed, be deemed to have been given as of the date so delivered, or three (3) business days after deposit into the United States mail.

To AUTHORITY:	Puente Hills Habitat Preservation Authority 7333 Greenleaf Ave First Floor, Whittier, CA 90602
With a Copy to:	Burke, Williams & Sorensen, LLP 444 S. Flower Street, Suite 4000 Los Angeles, CA 90071 Attention: Elena Gerli, General Counsel
To COUNTY:	Los Angeles County Public Works 900 S. Fremont Avenue-10th Floor. Alhambra, CA 91803 Attn: SMP-Real Estate Services Section

8.2. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

8.3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and any legal action shall be brought in a court of competent jurisdiction in Los Angeles County.

8.4. Construction. This Agreement shall be construed according to its fair meaning as if prepared by the parties to this Agreement. Headings used in

this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

8.5. **No Waiver.** The failure to enforce any term, covenant, or condition of this Agreement shall not be construed as a waiver of the right to enforce this, or any other, term, covenant, or condition of this Agreement.

8.6. **Final Agreement.** This Agreement contains the entire understanding and agreement of the parties with respect to the subject matter of this Agreement and all prior or contemporaneous agreements, understandings, representations and statements with respect to the subject matter of this Agreement shall be of no force or effect.

8.7. This Agreement shall supersede any other documents between the parties with respect to the subject matter of this Agreement.

8.8. **Counterpart Execution**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall be deemed but one and the same instrument.

8.9. **Regarding Electronic Signatures**. The Parties agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on this Agreement and on any addenda or amendments thereto, delivered or sent via facsimile or electronic mail or other electronic means, as legally sufficient evidence that such original signatures have been affixed to this Agreement and any addenda or amendments thereto such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

Further, the Parties: (i) agree that an electronic signature of any party may be used to authenticate this Agreement or any addenda or amendment thereto, and if used, will have the same force and effect as a manual signature; (ii) acknowledge that if an electronic signature is used, the other

party will rely on such signature as binding the party using such signature, and (iii) hereby waive any defenses to the enforcement of the terms of this agreement based on the foregoing forms of signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their respective signatures.

COUNTY:

COUNTY OF LOS ANGELES, a body corporate and politic

By: _____
GREG EVEN
Assistant Deputy Director

Dated: _____, 20___

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Deputy

AUTHORITY:

PUENTE HILLS HABITAT PRESERVATION AUTHORITY, a joint powers authority established pursuant to Government Code Section 6500 et seq.

By: _____
ANDREA GULLO
Executive Director

Dated: _____, 20___

APPROVED AS TO FORM:
BURKE, WILLIAMS & SORENSEN, LLP

By: _____
Elena Gerli, General Counsel

ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss.
County of Los Angeles)

On _____, before me, _____, Deputy County Clerk of the County of Los Angeles, personally appeared _____ _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Deputy County Clerk of the County of Los Angeles (Seal)

APPROVED as to title and execution

_____, 20_____
LOS ANGELES COUNTY PUBLIC WORKS
Survey/Mapping & Property Management Division

Supervising Title Examiner

By_____

P:CONF4901-5625-9087 v2 RVSD 9919

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, before me, _____, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared _____

_____
(insert name(s) and title(s))

_____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

P:Conf:Ack2 Standard 113020

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. 4e

MEMORANDUM

Date: March 20, 2025

To: Board Members

From: Andrea Gullo, Executive Director

Subject: Approval and authorization for Executive Director to execute the first amendment for the Catalina ranger residence lease.

Recommendation:
Authorize Executive Director authority negotiate if necessary and execute the first amendment for the Catalina ranger residence lease.

Background and Discussion:
The Open Space Management Agreement between the Mountains Recreation and Conservation Authority (MRCA) and the Habitat Authority for ranger and park staff services has been annually renewed since May 1996. An element of this long-time partnership has been that the Habitat Authority provides on-site housing for rangers in part to provide a local presence on the properties to deter illegal activities and for faster emergency response. The Habitat Authority has had a ranger living on the City of Whittier owned property on Catalina Avenue which is managed by the Habitat Authority for over 25 years. The residence was purchased by the MRCA.

Currently, there is a lease agreement in place, and the proposed amendment would allow for pets, and remove a housemate.

Attached is a draft of the lease amendment.

PROPERTY NAME: The Ranger Residence at the Chevron Property
8055 Catalina Avenue
Whittier, CA 90602

TENANT: Fernando Gomez

LEASE AMENDMENT
FIRST AMENDMENT TO LEASE AGREEMENT

THIS AMENDMENT TO THE LEASE AGREEMENT (the "AMENDMENT") is entered into and effective this _____ day of March, 2025, by and between the Mountains Recreation and Conservation Authority, a joint powers agency established pursuant to Cal. Gov. Code 6500, et seq ("MRCA"), as owner of the mobile home known as the Ranger Residence, and the Puente Hills Habitat Preservation Authority, a joint powers agency established pursuant to Cal. Gov. Code 6500, et seq. ("Authority"), as the land manager of the City of Whittier owned property known as Chevron Property, on the one hand, and Fernando Gomez ("TENANT"), a MRCA employee, and Dulce Gomez and Isaac Gomez ("Tenant Housemates") on the other hand:

WHEREAS, the Tenant and Tenant Housemates having previously executed a lease agreement (the "Lease") pursuant to the terms of which Tenant and Tenant Housemates entered into a lease for the residence located in Whittier, California, together with appurtenances, described as follows: The Ranger Residence is located at the Chevron Property, 8055 Catalina Avenue, Whittier, CA 90602 ("PREMISES"). The Lease and this AMENDMENT are referred to collectively as "Lease."

WHEREAS, the MRCA, Tenant and Tenant Housemates have agreed to make certain modifications to the Lease;

NOW THEREFORE, in consideration for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

TENANT HOUSEMATES

Tenant has requested and MRCA has agreed to remove Isaac Gomez as a Tenant Housemate from the lease for the residence located in Whittier, California, together with appurtenances, described as follows: The Ranger Residence is located at the Chevron Property, 8055 Catalina Avenue, Whittier, CA 90602 ("PREMISES") effective immediately.

PETS

1. MRCA and Authority agree TENANT is permitted to keep the following pet(s) ("TENANT's PET") on the PREMISES in accordance with this AMENDMENT. No

other pets are allowed on the PREMISES without the prior consent of the MRCA and Authority. A service animal is not considered a pet.

Pet #1:	Pet #2:	Pet #3:
Pet Type: Dog Name: Harley Breed: Shepard Mix Color: Sable Gender: Female Age: 10 months Weight: 45 lbs License Number: L25-Z66119	Pet Type: _____ Name: _____ Breed: _____ Color: _____ Gender: _____ Age: _____ Weight: _____ License Number: _____	Pet Type: _____ Name: _____ Breed: _____ Color: _____ Gender: _____ Age: _____ Weight: _____ License Number: _____

2. TENANT agrees to the following terms:
    a. TENANT shall be responsible for TENANT's PET at all times.
    b. TENANT will take all reasonable action to not allow TENANT's PET from creating a nuisance, annoyance and disturbance to the other tenants, neighbors, and authorized permittees of the MRCA and Authority.
    c. TENANT's PET will be kept in appropriate areas within the PREMISES and will not be left unattended for an undue amount of time. TENANT's PET dogs ARE allowed in the fenced lawn area and parking area of the PREMISES, and on the entry road towards Catalina Ave. TENANT's PET dogs are not allowed anywhere else on the PREMISES, and TENANT shall abide by the Core Habitat regulations as stated in Section 17, and

the Authority's Resource Management Plan. TENANT's PET cats must remain indoors at all times.

d. TENANT's PET will be under the full control of TENANT at all times and is allowed outside the PREMISES only if restrained on a leash or in a pet carrier.

e. TENANT will clean up and properly dispose of all pet waste inside and outside the PREMISES.

f. TENANT will comply with all applicable statues, local ordinances, rules, and regulations.

3. TENANT shall be liable for any damage, loss or injury caused by TENANT's PET. TENANT will pay all costs to repair, clean or replace any damage to the PREMISES including but not limited to carpets, floors, tiles, walls, doors, screens, windows, blinds, drapes, cabinets, landscaping and fences.

4. TENANT shall indemnify, hold harmless and defend MRCA and Authority against any and all liabilities, judgements, actions, suits, costs, expenses, losses or claims by third parties for injury to a person or damage to property caused by TENANT's PET.

5. TENANT agrees to remove TENANT's PET immediately and permanently upon written demand from MRCA or the Authority if either MRCA or the Authority determines TENANT has violated any provision in this AMENDMENT.

All other terms of the Lease will remain in effect.

IN WITNESS WHEREOF, this AMENDMENT has been executed by the parties hereon the date first above written.

FERNANDO GOMEZ, TENANT EMPLOYEE

BY: _____
Fernando Gomez, Tenant

ADDRESS: 8055 Catalina Avenue
Whittier, CA 90602

[signatures continued on the next page]

DULCE GOMEZ, TENANT HOUSEMATE

BY: _____
Dulce Gomez, Tenant

ADDRESS: 8055 Catalina Avenue
Whittier, CA 90602

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

BY: _____
Rorie Skei, Chief Deputy Director

ADDRESS: 570 West Avenue 26, Suite 100
Los Angeles, CA 90065

PUENTE HILLS HABITAT PRESERVATION AUTHORITY

BY: _____
Andrea Gullo, Executive Director

ADDRESS: 7333 Greenleaf Avenue, First Floor
Whittier, CA 90602

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. 5

MEMORANDUM

Date: March 20, 2025

To: Board Members

From: Andrea Gullo, Executive Director

Subject: Discussion and possible action to authorize the Executive Director to execute a short-term Lease Agreement with the Mountains Recreation and Conservation Authority for housing of ranger trainees at the Authority Sycamore Canyon residence.

Recommendation:
Authorize Executive Director authority to negotiate and execute lease agreement for short-term housing of ranger trainees at Authority's Sycamore Canyon residence.

Background and Discussion:
The Open Space Management Agreement between the Mountains Recreation and Conservation Authority (MRCA) and the Habitat Authority for ranger and park staff services has been annually renewed since May 1996. An element of this long-time partnership has been that the Habitat Authority provides on-site housing for rangers in part to provide a local presence on the properties to deter illegal activities and for faster emergency response. In the past, the Habitat Authority has had a ranger living in the Habitat Authority's Sycamore Canyon residence located along Workman Mill Road in unincorporated Los Angeles County for over 20 years.

Currently, the residence is vacant. The MRCA recently requested housing beginning in April for four current MRCA employees that will be attending the Peace Officer Standards and Training (POST) at the Rio Hondo Academy. Two are trained wildland fire fighters and all participated in the Palisades fire event. Three of the employees are seasonal ranger assistants and one is a public officer. One of those employees will eventually be assigned to the Habitat Authority's Preserve area under contract with the MRCA. The academy is a six-month course, and the lease term is seven months.

The Habitat Authority's Caltrans grant from state Assembly Bills 178 and 179 provides funds for ranger services for firefighting, law enforcement, outdoor education, and protection of the natural resources for trail visitors; this includes utilities and ranger housing upkeep among other qualifying expenses. The Habitat Authority's Caltrans funding has been used for upgrades to the Sycamore Canyon residence. According to the Habitat Authority's legal counsel, the lease would be consistent with our grant agreement.

Attached is the draft lease agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is entered into on April 1st, 2025 ("Effective Date"), by and between the Puente Hills Habitat Preservation Authority, a joint powers agency established pursuant to Cal. Gov. Code 6500, *et seq.* ("Authority") and the Mountains Recreation and Conservation Authority, a joint powers agency established pursuant to Cal. Gov. Code 6500, *et seq.* ("MRCA").

RECITALS

A. Authority owns the property located at 5040 Workman Mill Road, Whittier CA 90601, in Sycamore Canyon including all structures and appurtenances thereon (collectively, the "Premises").

B. The MRCA is under contract with Authority to provide open space management and maintenance services for Authority properties. MRCA routinely trains new rangers, and desires to house them on Authority property on a temporary basis to facilitate the training.

C. Authority has determined that it is in its best interest to have MRCA's ranger trainees temporarily reside in and manage the Premises during their training for the purposes of public safety, property protection, and to perform the duties set forth in Paragraph 4 of this Agreement. Therefore, the public benefit services provided by MRCA are in lieu of monetary compensation for the lease of the Premises.

D. MRCA and the resident ranger trainees may be referred to, individually or collectively, as "MRCA."

AGREEMENT

1. Authority hereby leases the Premises to MRCA to be occupied for residential purposes only by MRCA's ranger trainees listed below. MRCA may not sublet any portion of the Premises, for any period of time.
    a. Christopher Olsen
    b. Evan Sichan
    c. John Fisher
    d. Leo Casas

2. Resident ranger trainee knows and acknowledges that tenancy on the premises is expressly conditioned on participating in the ranger training and employment with the MRCA. Resident ranger trainee further acknowledge that the employment relationship between resident ranger trainees and MRCA is at will and therefore said employment relationship is terminable at the will of either MRCA or resident ranger

trainee, with or without cause, at any time. In the event of termination of the employer-employee relationship between MRCA and resident ranger trainee or if resident ranger trainee stops participating in the ranger training, resident ranger trainee will surrender possession of the premises to Authority withing a reasonable time set by the Authority.

3. The term of this Agreement begins on April 1st, 2025 and shall end October 31, 2025 ("Lease Term"), subject to noticed inspections. This Agreement may be terminated sooner than the end of the Lease Term under the following circumstances:

a. By either Authority or MRCA at any time giving the other party notice in writing at least 60 days prior to the date of lease termination. MRCA shall surrender the Premises to the Authority within the time provided in the written notice of termination.

b. If there is an uncured breach of any of the provisions of this Agreement by MRCA or any of the resident ranger trainees. In the event of an uncured breach of the Agreement, Authority may immediately terminate the Agreement. MRCA will surrender possession of the Premises to the Authority within the time required by law, as stated within the eviction notice served upon MRCA.

c. The Authority sells or transfers ownership of the Premises. MRCA will surrender possession of the Premises to the Authority within the time required by law.

4. Breach of the Agreement.

a. MRCA will be deemed in breach of the Agreement in the event of gross malfeasance, gross negligence, or criminal conduct on the part of MRCA or his household, invitees, or agents, and in such case, this Agreement shall be immediately terminated. Upon such termination, MRCA will surrender possession of the Premises to the Authority within the time required by law.

b. Failure by MRCA to comply with the requirements of Section 4 below in a satisfactory manner, as determined by the Executive Officer of the MRCA (or their designee) or by the Executive Director of the Authority shall constitute a breach of this Agreement.

c. Failure by the Authority to maintain the Premises in good condition when provided timely notice of needed repairs.

d. In the event MRCA fails to surrender the premises as provided in this Agreement, rent for any holdover period will be charged on a monthly basis at market rates, payable to the Authority as damages.

e. The party in breach will be provided notice in writing of any such breach,

and will have a reasonable opportunity to cure.

5. MRCA's responsibility (including its invitees and agents, as applicable):

a. MRCA will not let any persons other than its ranger trainees reside at the Premises. No more than __four (4)_____ ranger trainees will reside at the Premises at any time.

b. MRCA will keep the Premises in a decent, safe, and sanitary condition, including but not limited to parking all personal vehicles, trailers, and equipment in an orderly manner and directing outdoor lighting down and not into surrounding habitat. MRCA shall not keep any outdoor cats. Dogs shall be safely secured or under voice command when outside.

c. MRCA will assist in maintaining and minimizing fire danger at the Premises, including, but not limited to, incidental brush clearance on the Premises (e.g., raking of dead leaves, weed abatement, removal of dead tree branches between brush clearances).

d. MRCA will remove leaves from the rain gutters, maintain the lawn and grounds within the fence, assist free of charge opening and closing of the trail head gates in cooperation with our MRCA open space management and maintenance services agreement.

e. MRCA will immediately report any hazardous condition or unusual conditions or circumstances to the Authority.

f. MRCA's ranger trainee(s) residing at the Premises will be on 24-hour call to respond to emergencies when present at the Premises.

g. The resident ranger trainees will permit agents of MRCA and Authority to enter the Premises, following a minimum of 24 hours prior notice, to inspect the Premises.

h. MRCA or trainees will pay for the following services: installation of personal telephone line and charges for personal telephone calls, cable/ satellite TV, and internet charges.

i. MRCA will pay all lawful taxes, assessments or charges which at any time may be levied upon its interest in this Agreement. This lease may create a possessory interest subject to property taxation and MRCA may be subject to the payment of property taxes levied on such interest. In the event that the MRCA is required to pay possessory interest tax or any assessments, the amounts shall be reimbursed by Authority after MRCA submits to Authority proof of payment of the tax or assessment.

j. MRCA will be solely responsible for losses or damage to property, equipment, or materials owned by the MRCA.

k. Appliances and equipment listed on Attachment A are the property of Authority and shall remain on the Premises.

l. All MRCA's activities shall be consistent and in compliance with all applicable federal, state, and local laws, including but not limited to, the current MRCA Ordinance, Puente Hills Preserve rules, and the Authority's Resource Management Plan.

m. The Premises may not be used for large parties. When possible, gatherings should be held indoors and any outdoor activities should not cause any excessive or unnecessary noise. No gatherings shall be held beyond the fenced yard or balcony. This property is within a sensitive wildlife corridor in the Preserve. Quiet hours at the Premises shall be consistent with Puente Hills Preserve hours.

n. MRCA will provide Authority with keys to all door and gate locks on the Premises and shall not change the locks without the consent of the Authority.

o. MRCA will not make any alteration to the Premises, erect any structures, plant any plants, or hang or paint any signs on the Premises without the prior consent of the Authority.

p. At the expiration of the Lease Term, or at the time of termination of this Agreement, MRCA will surrender possession of the Premises to Authority in good condition, with fixtures and appliances in good working order, with exceptions for reasonable wear and tear, damage by the elements, acts of god, or damage or material alterations stemming from circumstances over which MRCA or the resident ranger trainees had no control. MRCA acknowledges that Authority will, at the termination of this Agreement, inspect the property on or around the anniversary date of the effective date.

6. Authority responsibilities.

a. Authority shall provide electricity, gas, water, and plumbing during the Lease Term.

b. Upon being notified of necessary repairs, Authority shall provide the repairs in a timely manner.

7. This Agreement is subject to all existing easements and rights of way or any easements or rights of way that may be created in the future. Authority further reserves

right to grant additional public utility easements as may be necessary and MRCA hereby consents to granting of such easements. MRCA agrees not to interfere with the interests of any person (including ingress and egress) that may presently, or in the future, hold oil, gas, or other mineral rights upon or under the Premises.

8. The terms of this Agreement and the covenants herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors of the parties hereto.

9. All notices shall be made in writing and deposited in the United States mail, certified and postage prepaid, to the address provided hereinbelow. Notice may also be given by personal service. Either party may change its address for the receipt of notice by giving written notice thereof to the other party.

10. This Agreement is made upon the express condition that Authority and MRCA and all related entities, their agents, officers and employees are to be free from all liability and claims for damages resulting from the negligence, misconduct or criminal conduct of MRCA by any reason of any injury to any person or persons or property of any kind. MRCA agree to defend, indemnify and hold harmless MRCA and Authority, their officers, agents, and employees from all liability, loss, cost, or obligation on account of or arising out of any injury or loss, and any related entity on account of or arising out of any injury or loss, however occurring, arising from or in connection with this Agreement. Tenants further agree to provide necessary workers compensation insurance for all employees of MRCA upon the Premises at his sole cost and expense. Authority and MRCA will not be liable for any debts or claims that arise from the operation of this Agreement.

11. If MRCA abandons, vacates, or surrenders the Premises, or is dispossessed by the process of law, any personal property belonging to MRCA and left on the Premises shall be deemed abandoned. Failure by MRCA to occupy the Premises for a period of thirty (30) continuous days or longer shall constitute surrender or abandonment of the Premises.

12. In performance of this Agreement, MRCA, including MRCA's household, invitees, and agents, shall act in an independent capacity and not as an officer, employee, or agent of the Authority.

13. This tenancy is of a temporary nature and the parties to this Agreement agree that no relocation benefits from Authority, MRCA or any other public or governmental or public agency will be sought or provided in any form as a consequence of this tenancy.

14. Prevailing party shall be entitled to payment of all costs and expenses, including reasonable attorneys' fees, in any action brought by either party for breach of

any of the terms or conditions contained in this Agreement, or to recover possession of the Premises, whether or not such action proceeds to judgment.

15. It is understood that the Premises were acquired and are currently used for Puente Hills Preserve purposes. MRCA is prohibited from interfering with any permitted activities on Preserve property.

IN WITNESS WHEREOF, this Agreement has been executed by the parties here in the date first above written.

"MRCA"

BY: _____
Name:
Title:

ADDRESS: 570 West Avenue 26, Suite 100
Los Angeles, CA 90065

CHRISOPHER OLSEN, RANGER TRAINEE

BY: _____
Christopher Olsen, Ranger Trainee

EVAN SICHAN, RANGER TRAINEE

BY: _____
Evan Sichan, Ranger Trainee

JOHN FISHER, RANGER TRAINEE

BY: _____
John Fisher, Ranger Trainee

LEO CASAS, RANGER TRAINEE

BY: _____
Leo Casas, Ranger Trainee

"AUTHORITY"

BY: _____
Andrea Gullo, Executive Director
Puente Hills Habitat Preservation Authority

ADDRESS: 7333 Greenleaf Avenue
Whittier, CA 90602

ATTACHMENT A

Authority appliances:

1 refrigerator
1 dishwasher

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. _6_

MEMORANDUM

Date: March 20, 2025

To: Andrea Gullo, Executive Director

From: Michelle Mariscal, Ecologist

Subject: Discussion and possible action authorizing the Executive Director to enter into a contract with North Star Land Care for the annual fuel clearance within the Authority's Preserve in Whittier and Hacienda Heights, in an amount of $100,000 for a possible five-year total of $552,563.13, and to amend the Authority budget accordingly.

Recommendation:
That the Board authorize Executive Director to execute the above-mentioned contract for a term of one year, plus the option for staff to renew annually up to five years total, and to amend the Authority budget accordingly.

Background:
In February, the Authority solicited proposals for fuel modification (weed abatement) services for the properties managed in Whittier and Hacienda Heights with the contract term starting on April 1. This solicitation was specifically for hand clearance services, as the mechanical clearance work for these properties is contracted separately. The solicitation advertised for a contract term of one year, plus the option to renew annually up to five years total. A mandatory video call and job walk were held, resulting in the following three proposals that were received by the March 6th deadline:

Company	Year 1 $	Hourly crew $	Total 5 Years $
Mariposa Tree Management, Inc.	191,700	340*	**1,027,985.00**
North Star Land Care	100,000	222**	**552,563.13**
California Arborist Complete Tree Care, Inc.	64,800§	88†	**344,031.00§**

*Three-member crew ($85/hr) + one supervisor ($85/hr).
**Five-member crew ($35/hr) + one supervisor ($47/hr).
†This number was provided by the contractor; should be **$211** based on the crew member rates provided for a four-member crew ($41/hr) + one supervisor ($47/hr).
§Quote is missing costs for four exhibits (i.e., clearance areas).

All proposals received met the minimum contractor qualifications set forth in the solicitation, including five years of experience conducting fuel abatement work at the urban-wildland interface for contract amounts of $50,000 or more, or other similar demonstrable experience (references were required); ability to conduct tree removal work or subcontract for such work; ability to meet minimum limits of insurance coverage; experience with prevailing wage; compliance with all California Department of Industrial Relations (DIR) requirements; and possession of appropriate licenses. The lowest cost proposal did not demonstrate a clear understanding of the scope of work as evidence by the absence of quotes provided for four of the exhibits and an inaccurate crew rate (see chart above). The mid-cost proposal submitted by North Star Land Care is recommended.

According to Section 2-1 of the Authority's Purchasing Policy, contracts over $25,000 need Board approval. According to Section 4-2, the procurement of services such as maintenance shall be based on demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services, and a fair and reasonable price.

North Star Land Care holds the current fuel modification hand clearance contract for the Whittier and Hacienda Heights properties which expires on March 31, 2025. Staff have been satisfied with the services that they have provided over the term of the contract, and they have stayed within budget. If renewed, the new contract amount would increase 5% annually for a five-year total amount of $552,563. Upon execution of the contracts, work is expected to begin no earlier than the last week of April/first week of May.

Additional Background:
The Authority Board has made a commitment to conduct fuel clearance on properties it owns and manages. All clearance is between 100 to 200 feet from adjacent structures, and along emergency access routes. The vast majority of clearance efforts are over 150 feet. Clearance is inspected by the County of Los Angeles' Agricultural Weights and Measures Department, Weed Abatement Division. The goal with the annual clearance efforts is to minimize fire hazards, especially ladder fuels. Wildfire prevention is multifaceted involving many agencies and efforts of private residences (ignition prevention, fuel management, modeling, evacuation plans, local and regional wildfire/hazard plans, water infrastructure, development standards/codes, home hardening, financial support, etc.).

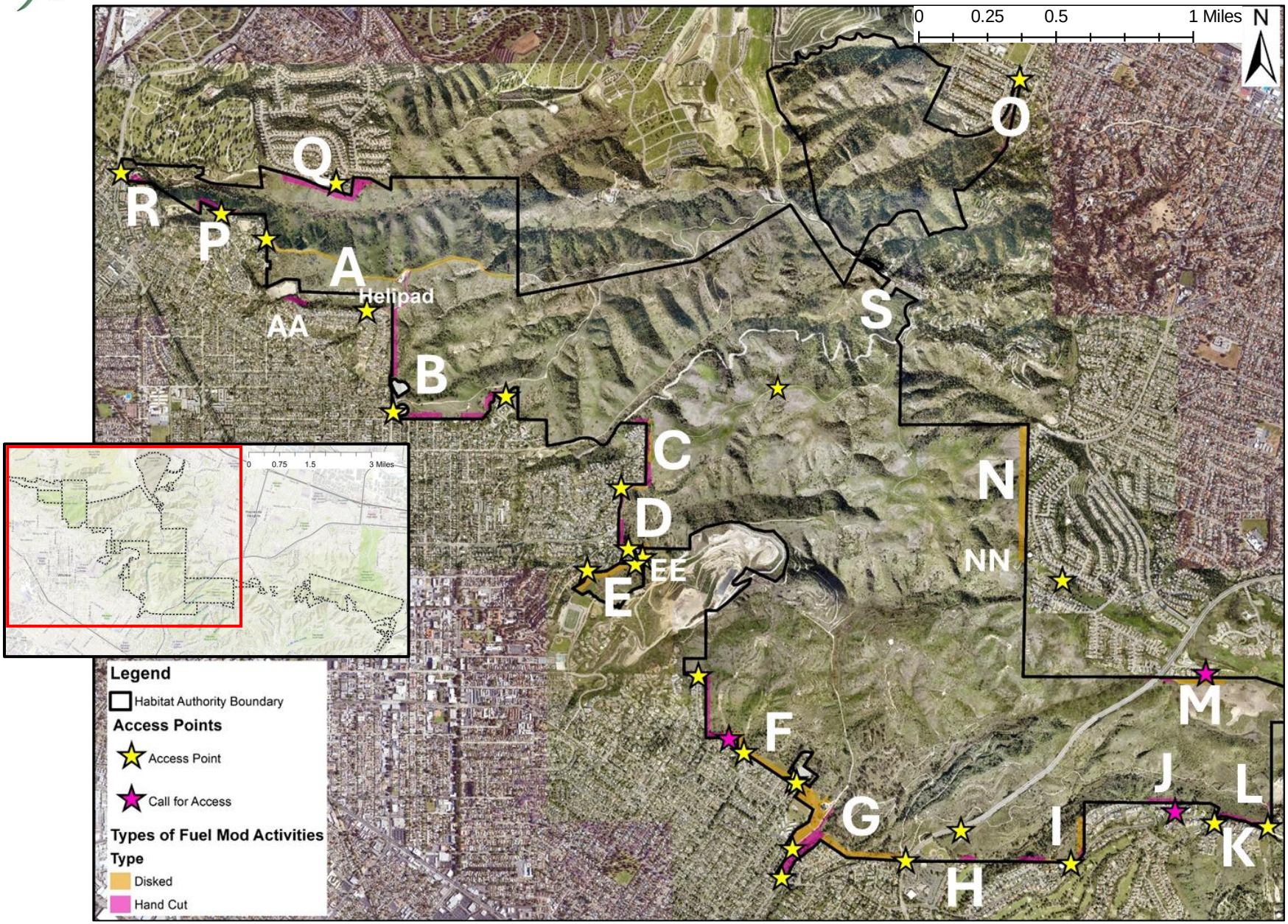
Attached is a map of the overall clearance area for the Whittier and Hacienda Heights area of the Authority's Puente Hills Preserve. The scope of work this year has been expanded from the previous year by Authority staff at eight locations to address specific areas that need additional clearance efforts.

Fiscal Impact:
The current Authority operating budget allocated $200,000 for fuel modification services. Approval of this contract would bring the annual fuel clearance costs to $210,000. An amendment to the budget to cover these costs using Caltrans grant funds is requested.

Puente Hills Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

Whittier/Hacienda Heights Fuel Modification Zones

Puente Hills Preserve



March 2025

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. 7

MEMORANDUM

Date: March 20, 2025

To: Board Members

Andrea Gullo

From: Andrea Gullo, Executive Director

Subject: Discussion regarding possible planning for Authority Hazard Mitigation Plan.

Recommendation:
This is a discussion item.

Background:
Staff have been investigating development of the Authority's first Local Hazard Mitigation Plan (LHMP), in response to the Disaster Mitigation Act of 2000 (DMA 2000). DMA 2000 (also known as Public Law 106-390) requires state and local governments (including joint powers authorities) to prepare mitigation plans to document their mitigation planning process, and identify hazards, potential losses, mitigation needs, goals, and strategies.

According to the Federal Emergency Management Agency's (FEMA) Local Mitigation Planning Policy Guide, a LHMP provides a foundation of a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage, reconstruction and repetitive damage. FEMA supports local mitigation planning to achieve the following:

- Foster partnerships among all levels of government.
- Develop and strengthen non-governmental and private partnerships.
- Promote more disaster-resilient and sustainable communities.
- Reduce the costs associated with disaster response and recovery by promoting mitigation activities.

Additionally, having a LHMP could allow for grant funding to address hazard preventions such as wildfire cameras and mitigation activities such as habitat restoration after a fire. Federal regulations require public jurisdictions to maintain a FEMA-approved LHMP in order to be eligible for post-disaster Hazard Mitigation Grant Program funds.

On February 25, staff solicited proposals from three reputable companies for services to develop a FEMA-approved HMP and one company replied. The cost would be $60,000 to develop a plan. The plan is required to be updated every five years. Staff continues to research and explore the benefits of a LHMP relevant to the Authority, as well as grants to pursue development of a LHMP should the Board chose to move forward with one. More information is expected to be provided for discussion at the Board meeting.

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. _8_

MEMORANDUM

Date: March 20, 2025

To: Andrea Gullo, Executive Director

From: Michelle Mariscal, Ecologist

Subject: Review, receive and file an update on the completed 15-acre Monterey Park Market Place Off-site Coastal Sage Scrub Restoration Project, Puente Hills Preserve, La Habra Heights, Los Angeles County.

Recommendation:
That the Board receive and file this update on the project completion.

Background:
Fifteen acres of newly restored native habitat in Powder Canyon has been officially completed and approved by Authority staff and the United States Fish and Wildlife Service (USFWS). This 15-acre habitat site will be regulated in perpetuity by the USFWS as part of a project-specific long-term management program.

In February 2017, the Authority entered into an agreement with Monterey Park Retail Partners, LLC (MPRP) to finance the restoration of 15 acres of native Coastal Sage Scrub (CSS) habitat on Authority-owned land in Powder Canyon within La Habra Heights. This restoration was required of MPRP as mitigation for impacts to CSS habitat associated with the development of a 62-acre commercial retail development in the City of Monterey Park, California. Placement of a conservation easement on the restoration areas was completed prior to restoration commencement and was finalized between the Habitat Authority and the Watershed Conservation Authority (the conservation easement holder) in February 2019. Site preparation activities began in September 2017 and included eucalyptus tree removal and goat grazing. Irrigated grow-and-kill weed management was conducted for two years prior to plant installation. Container plants and seed were installed between March and April 2019, and remedial seed was applied to underperforming areas (approx. 3 ac) in February 2022. Regular maintenance occurred following plant installation and included weeding of nonnative species, as needed. To ensure successful plant establishment, the majority of the site was irrigated until December 2021 and the remedially seeded area was irrigated until April 2022. Annual reports generated by the project's contracted ecological consulting firm (LSA) detailing the project's status and compliance were reviewed and approved by Authority staff and the USFWS.

In November 2024, LSA prepared the fifth annual monitoring report which documented the establishment of the habitat and conformance with all established performance

standards based on vegetation data collected in the restoration areas. After review and concurrence by the Authority and MPRP, the report was submitted in December to the regulatory agency involved with oversight, USFWS, with a request for project sign-off. The Authority received a formal sign-off letter from USFWS in February 2025 confirming that all mitigation terms and conditions have been met and releasing the site to the long-term stewardship of the Authority. Long-term management of the site will now commence following guidelines outlined in the Long-term Management Program developed for the project.

Fiscal Impact:
As this was a Permittee-Implemented Mitigation project, the restoration and contractor expenses were entirely financed and overseen by Monterey Park Retail Partners. The Authority initially received $300,000 in access fees and $115,000 for staff/ranger oversight from MPRP. A federally regulated long-term endowment, funded by MPRP, is held by the San Diego Foundation (SDF) in favor of the Habitat Authority. It is expected to annually generate $27,153 plus projected inflation for site-specific management of the 15 acres of CSS habitat associated with this project as required by the long-term management program, in perpetuity. Going forward, the Authority will be generating annual reports for the USFWS, and the conservation easement holder will also be inspecting and reporting on the site annually.

Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. _9_

MEMORANDUM

Date: March 20, 2025

To: Andrea Gullo, Executive Director

From: Michelle Mariscal, Ecologist

Subject: Review, receive and file an update on an article to be published in September 2025 in The Journal of the Torrey Botanical Society regarding the effects of goat grazing on invasive plant cover and fuel loads.

Recommendation:
That the Board receive and file this update.

Summary:
Authority staff partnered with Whittier College to produce a peer-reviewed article demonstrating that goat grazing leads to a short-term reduction in fuel loads for fire prevention, and can help reduce invasive species cover when timed appropriately.

Background:
During fiscal year 2020-21, the Authority was awarded a $617,862 grant from the California Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grants Program to fund activities that would reduce the wildfire fuel load in the Puente Hills Preserve. Funding to introduce goat grazing to this site for two years was a component of that grant-funded work. Staff identified an area in the southern portion of Turnbull Canyon with an accumulation of dead thatch material and predominantly non-native weed cover that was suitable for goat grazing to reduce wildfire fuel load. Given this area's proximity to Turnbull Canyon Road and recreational trails, it had a history of being wildfire prone and several fires have occurred here over the past few decades. The proposed grazing project was reviewed for compliance with the Significant Ecological Areas Program by County of Los Angeles staff in May 2021.

The area was grazed by a herd of 75-200 goats during May-July 2022 and again during June-October 2023. The goats were contained within an electrified fence and excluded from any areas that were deemed ecologically sensitive. They were also accompanied by one pair of livestock guardian dogs for protection.

The deployment of goats on the Preserve provided an opportunity for staff to partner with Anna Bowen, PhD, from Whittier College, to assess the effects of goat grazing on invasive plant cover and wildfire fuel loads. Dr. Bowen and her students collected vegetation data before and after goat grazing both years, as well as in adjacent control plots where grazing did not occur. They also collected goat pellets to assess, via a

greenhouse trial, the potential for seeds of certain invasive plants to remain viable after passing through the goats' digestive system, which is a concern for the Authority and other land managers when contracting with goat herds that are moved between different areas.

The results of this study indicate that grazing during the first year was effective for reducing the cover of invasive species compared to the ungrazed control area, however this reduction did not carry over into the following spring when heavy rainfall and the presence of a significant weed seedbank resulted in rapid invasive species germination. There was limited evidence that two consecutive years of grazing, if not timed to occur prior to seed set, effectively reduced invasive cover. This suggests that multiple years of grazing with carefully controlled timing is necessary for effective invasive species control. While goats reduced fine fuel loads based on visual assessments, the data collected in the grazing areas did not support short-term grazing as a long-term solution for reducing wildfire fuel loads based on the height of standing dry vegetation and inconsistent reduction of litter biomass across the grazed area. This result is likely due to this grazing project's implementation and constraints (i.e., timing, stocking density, and active herd management). From the pellets collected to assess germination potential, only a single invasive species germinated, indicating low viability after digestion and thus low likelihood of invasive species being introduced from other locations when the herd is transported. Overall, goats proved to be beneficial for reducing invasive species cover, and they were positively viewed by Preserve visitors as a more environmentally friendly option than mechanical and manual clearance by hand crews. However, we learned that topography restricts where goats can realistically be deployed, despite marketing claims that promote them as a solution for brush clearance in steep terrain; timing of grazing is crucial if there is a habitat enhancement goal; and managing the logistics of goat deployment requires more staff resources than hand clearance.

A manuscript detailing the findings of this study was written by Whittier College researchers, who collected and analyzed the data, and Authority staff. It was submitted to the Journal of the Torrey Botanical Society, the oldest botanical journal of the Americas. A copy of the article will be provided to the Board once it is published in September. Adriana Cox-Gonzalez, a student from Whittier College and a co-author on the manuscript, will be presenting the results of this study at the upcoming Friends of the Whittier Hills annual meeting in April.

<u>Fiscal Impact</u>
There is no fiscal impact.

Additional Materials

FUNDED BY MEASURE PH VOTER APPROVED

Andrea Gullo
Executive Director

Puente Hills Habitat Preservation Authority
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Director
Hacienda Heights

February 20, 2025

Board of Directors
c/o Brad Cooke, President of the Board
La Habra Heights County Water District (LHHCWD)
1271 N Hacienda Road
La Habra Heights, CA 90631

Response to PHHPA's Request to Prioritize Waterline Upgrades to Heli-Tank for Fire Safety

Dear President Cooke and Board Members:

In a letter dated January 16, 2025, the Habitat Authority requested that the La Habra Heights County Water District prioritize upgrades to the waterline to the heli-tank for public fire safety. We had been informed by your Board over a year ago that this project was on your organization's list of future projects, possibly in the que for implementation of five to eight years.

We are in receipt of your response letter dated January 31, 2025. The letter explains that the LHHCWD was unsuccessful in attaining financial funding for upgrades to the waterline, and has no plans to upgrade the system unless funding is attained. We are available to collaborate with partner efforts in finding outside funding from possibly grants to upgrade your system and to ensure the safety of the community.

Please don't hesitate to reach out with any questions to me at (310) 507-5022 or to Executive Director Andrea Gullo at agullo@habitatauthority.org or (562) 945-9003.

Sincerely,

Ivan Sulic
Chair, Board of Directors

Copy:
Supervisor Janice Hahn
Supervisor Hilda Solis
Senator Archuletta
Assemblymember Calderon
City Council of the City of La Habra Heights