

**PUENTE HILLS HABITAT PRESERVATION AUTHORITY
CITIZENS TECHNICAL ADVISORY COMMITTEE
*Endowment Provided by the Puente Hills Landfill***

January 16, 2024, Tuesday, 7 p.m.

The regular meeting will take place in-person. Members of the public can observe and participate in the meeting in person.

LOCATION:

Palm Park: 5703 Palm Avenue, Whittier, CA 90601.

Catherine Houwen	La Habra Heights
Adam Nazaroff	La Habra Heights
Roy Francis	La Habra Heights
Shelley Andros, Vice Chair	Whittier
Janis Cavanaugh	Whittier
Michelle Pekko-Seymoure	Whittier
Matthew Liang, Chair	County of Los Angeles
John Ford	County of Los Angeles
Bryan Coreas	County of Los Angeles

Members of the public may provide electronic comments by Tuesday, January 16, 2024, by 12:00 p.m. to info@habitatauthority.org Please label the email in the subject heading as “Public Comments.” Public comments may also be verbally heard during item III of the meeting.

72 hours prior to Citizens Technical Advisory Committee meetings, the entire Citizens Technical Advisory Committee agenda package is available for review, along with any meeting-related writings or documents provided to a majority of the Committee members after distribution of the agenda package, at the Authority’s website, 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 Andrea Gullo at 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) will hold a regular meeting of the Citizens Technical Advisory Committee (CTAC) at the above time and location for the purpose of:

AGENDA

- I. Call to order.
- II. Roll call.
- III. Public comments.
- IV. Approval of Minutes for the December 19, 2023, Special Meeting.
- V. Standing Reports:

- a) Report by the Board Liaison on previous month's Authority's Board of Directors meeting.
 - b) Social Media report.
 - c) Committee Member feedback from the public as it relates to the Authority.
- VI. Discussion and possible recommendation to the Board to a) authorize the Executive Director to execute a Mitigation Agreement with Metro Heights Montebello, LLC to satisfy the habitat mitigation in an amount of \$3,595,364 for restoration of 12 acres of habitat, b) approve the Endowment Agreement between Metro Heights Montebello, LLC and The San Diego Foundation, c) authorize the Executive Director to execute a conservation easement over 12 acres of Authority owned property in La Habra Heights in favor of the Watershed Conservation Authority (WCA) or other qualified public entity, and d) authorize the Executive Director to execute a non-bid contract with Land IQ for biological monitoring in the amount of \$330,925.20.
- VII. Receive and file September and October 2023 Mountains Recreation and Conservation Authority (MRCA) Ranger Reports.
- VIII. Discussion and possible recommendation to the Board to authorize a) the Executive Director to execute the Thirty-third Amendment of the Open Space Management Agreement with the Mountains Recreation and Conservation Authority (MRCA) for maintenance and operation services in the amount of \$48,891.96, and b) amend the Authority's Fiscal Year 2022-23 budget to accommodate the increase.
- IX. Receive and file the Authority's Fiscal Year 2022-23 end of the year budget report.
- X. Discussion and possible recommendation to the Board to execute a contract with MDJ Management for home improvements to the Authority ranger home on Workman Mill Rd. in an amount up to \$161,857.60 utilizing allocated funds from a state grant agreement.
- XI. Announcement of the Habitat Authority's 30th anniversary.
- XII. Closing Remarks (Comments/questions from Committee Members and/or Executive Director).
- XIII. Adjournment and announcement of the next meeting.

The Puente Hills Habitat Preservation Authority is a public entity established pursuant to the Joint Exercise of Powers Act by agreement between the City of Whittier, Los Angeles County, and Sanitation Districts of Los Angeles County. Regular meetings of the Citizens Technical Advisory Committee are scheduled for the Tuesday before the third Thursday of every month. Questions about any agenda item can be addressed to Andrea Gullo, Executive Director, 562.945.9003.

Draft Minutes
PUENTE HILLS HABITAT PRESERVATION AUTHORITY
CITIZENS TECHNICAL ADVISORY COMMITTEE
December 19, 2023

The Committee's special meeting took place at two different locations and with different start times.

The first meeting started at 6 p.m. at 5040 Workman Mill Road, Whittier, CA 90601. This meeting was a field trip for a tour of the Sycamore Canyon residence. A roll call was taken and there was a quorum at this time.

Members Present:	Matthew Liang, Chair	County of Los Angeles
	Bryan Coreas	County of Los Angeles
	Catherine Houwen	La Habra Heights
	Michelle Pekko-Seymoure	Whittier
	Dr. Janis Cavanaugh	Whittier

The tour included a review of residence maintenance and up keep needed. The Committee took a break at 6:30 p.m.

The second location took place at 5703 Palm Avenue, Whittier, CA 90601 (Palm Park), and the meeting proceeded as follows.

I. CALL TO ORDER.

Chair Liang called the meeting to order at approximately 7:00 p.m.

II. ROLL CALL.

A roll call was taken, and there was a quorum at this time.

Members Present:	Matthew Liang, Chair	County of Los Angeles
	Bryan Coreas	County of Los Angeles
	Roy Francis	La Habra Heights
	Catherine Houwen	La Habra Heights
	Adam Nazaroff	La Habra Heights
	Michelle Pekko-Seymoure	Whittier
	Shelley Andros, Vice Chair	Whittier
	Janis Cavanaugh	Whittier

Members Absent:	John Ford	County of Los Angeles
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Authority Representatives Present:
Andrea Gullo, Executive Director
Michelle Mariscal, Ecologist

Marlyn Barajas, Program Analyst

III. PUBLIC COMMENTS.

Steve Huber, Vice President of Whittier Area Audubon, thanked the Habitat Authority for recognizing him with a certificate at the Habitat Authority's holiday gathering. Also, he provided a brief introduction and update regarding the group's monthly Saturday Bird Walks in Sycamore Canyon.

IV. APPROVAL OF MINUTES FOR THE OCTOBER 17, 2023, REGULAR MEETING.

Correcting names and attendance in the minutes were discussed.

Member Houwen motioned to approve the October 17, 2023 minutes as amended. Member Andros seconded the motion, and in a vote, the motion passed unanimously.

V. STANDING REPORTS:

a. REPORT BY BOARD LIAISON ON PREVIOUS MONTH'S AUTHORITY BOARD OF DIRECTORS MEETING.

Member Houwen, Board Liaison, commented that no Board meetings took place in October and November but did provide a report on the Habitat Authority's holiday gathering and its previous Open House in November.

b. SOCIAL MEDIA REPORT.

Program Analyst Barajas and Executive Director Gullo provided an update on the Habitat Authority's social media growth and content. The Habitat Authority continues to publish content a few times weekly to reach more people.

c. COMMITTEE MEMBER FEEDBACK FROM THE PUBLIC AS IT RELATES TO THE AUTHORITY.

Member Andros and Member Houwen commented on the Habitat Authority's Heli-hydrant partnership event on November 17. There was discussion regarding the event activities and the event being televised.

Member Houwen discussed her reports to La Habra Heights City council. Mention was made about the public outreach hosted at Member Cavanaugh's home recently, and other Committee Members activities.

VI. DISCUSSION AND POSSIBLE RECOMMENDATION TO THE BOARD OF DIRECTORS REGARDING SENDING A LETTER TO THE LOS ANGELES COUNTY BOARD OF SUPERVISORS SUPPORTING THE EAST SAN GABRIEL VALLEY AREA PLAN AND THE REZONING OF THE PRIVATE AERA PROPERTY WITHIN THE PUENTE-CHINO HILLS CORRIDOR.

Ecologist Mariscal provided a report and explained the importance of continuing to voice support for the rezoning of this project to protect natural resources. There was discussion.

Member Andros motioned to recommend to the Board of Directors sending a letter to the Los Angeles County Board of Supervisors supporting the East San Gabriel Valley Area Plan and the rezoning of the private Aera property within the Puente-Chino Hills Corridor. Member Coreas seconded this motion and in a vote, the motion passed unanimously.

VII. DISCUSSION AND POSSIBLE RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT AMENDMENT WITH TEAMCIVX LLC IN THE AMOUNT OF \$45,965 TO FACILITATE A GENERAL INFORMATIONAL MAILER REGARDING THE AUTHORITY, AND AMEND THE AGENCY BUDGET AS APPROPRIATE.

Executive Director Gullo provided a report. There was discussion on the matter concerning the timing of sending out an informational mailer regarding the Authority to the surrounding communities. Additionally, ideas were considered on how to track whether an informational mailer has an impact in reaching community members. After discussing, the Committee took a vote.

Member Liang motioned to recommend to the Board of Directors to authorize the Executive Director to enter into a contract amendment with Team CivX LLC in the amount of \$45,965 to facilitate a general informational mailer regarding the Habitat Authority. Member Cavanaugh seconded the motion and in a vote, the motion passed. Committee Member Nazaroff opposed.

VIII. PROGRESS UPDATE AND DISCUSSION REGARDING REVAMPING THE AUTHORITY'S WEBSITE.

Staff presented the progress of revamping the Authority's website. There was discussion regarding the new layout. The Committee expressed their opinions

and recommendations for the new website. After brainstorming, Chair Liang received and filed this report.

IX. DISCUSSION AND POSSIBLE RECOMMENDATION TO THE BOARD OF DIRECTORS REGARDING AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A CONTRACT AMENDMENT RENEWING THE ANNUAL FUEL CLEARANCE CONTRACT FOR WHITTIER AND HACIENDA HEIGHTS WITH NORTHSTAR LAND CARE EXTENDING THE TERM AN ADDITIONAL YEAR (APRIL 2024 THROUGH MARCH 2025), AND AMENDING THE CONTRACT IN THE AMOUNT OF \$63,794.

Executive Director Gullo provided this report.

Member Cavanaugh motioned to recommend to the Board of Directors to authorize Executive Director Gullo to enter a contract amendment in the amount of \$63,794 with North Star Land Care extending its term an additional year. Member Andros seconded the motion, and in a vote the motion passed unanimously.

X. ANNOUNCEMENT OF AUTHORITY'S OPEN HOUSE ON JANUARY 24, 2024, AT 6 P.M. AT PARNELL PARK IN WHITTIER.

Executive Director Gullo invited the Committee to the Habitat Authority's next Open House scheduled for January 24, 2024 and encouraged them to invite others.

XI. CLOSING REMARKS (COMMENTS/QUESTIONS FROM COMMITTEE MEMBERS AND/OR EXECUTIVE DIRECTOR).

Committee Members and Authority staff exchanged holiday wishes.

XII. ADJOURNMENT AND ANNOUNCEMENT OF THE NEXT MEETING.

There being no further comments, or business to be discussed, Chair Liang adjourned the meeting at 8:09 p.m.

MEMORANDUM

Meeting Date: January 16, 2024

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item: **VI. Discussion and possible recommendation to the Board to a) authorize the Executive Director to execute a Mitigation Agreement with Metro Heights Montebello, LLC to satisfy the habitat mitigation in an amount of \$3,595,364 for restoration of 12 acres of habitat, b) approve the Endowment Agreement between Metro Heights Montebello, LLC and The San Diego Foundation, c) authorize the Executive Director to execute a conservation easement over 12 acres of Authority owned property in La Habra Heights in favor of the Watershed Conservation Authority (WCA) or other qualified public entity, and d) authorize the Executive Director to execute a non-bid contract with Land IQ for biological monitoring in the amount of \$330,925.20.**

Background:

As discussed at the September 2023 Committee meeting, the agency's seventh in-lieu fee mitigation project is before the Committee for consideration of a recommendation to the Board. The development needing mitigation is the Montebello Hills Development Project "Phase B," a housing development in the city of Montebello, Los Angeles County. The development is near the Whittier Narrows Recreation Area and approximately 2.3 miles from the westernmost border of the Puente Hills Preserve. The developer is Metro Heights Montebello, LLC whose parent company is the Toll Brothers.

Because the development will result in permanent impacts to coastal sage scrub habitat, a native plant community that provides habitat for sensitive animal species, including a federally designated threatened bird species, the coastal California gnatcatcher, Metro Heights has prepared the Montebello Hills Phase B Low-Effect Habitat Conservation Plan (LEHCP) for the Project in support of an incidental take permit (ITP) pursuant to section 10(a)(1)(B) of the Federal Endangered Species Act for the Project. The ITP and LEHCP require that 12 acres of coastal sage scrub be restored, conserved, and managed in perpetuity to mitigate, in part, the permanent impacts to coastal California gnatcatchers caused by the development. The restoration project will occur at two different sites within

the City of La Habra Heights, totaling 12 acres. One location is on property commonly referred to as the Davies property, and the other is within Powder Canyon. Attached are the site maps.

The proposed Mitigation Agreement between the Metro Heights Montebello, LLC, and the Authority is attached. The Mitigation Agreement is expected to be reviewed, and is subject to approval, by the USFWS. The budget of the Mitigation Agreement results in a payment to the Habitat Authority of \$3,595,364 for restoration (\$2,355,364) and the access fee (\$240,000). Consistent with past Authority projects, the access fee for CSS mitigation is \$20,000 per acre. Except in the case of force majeure (occurrences beyond the reasonable control of a party), Metro Heights Montebello, LLC would not be responsible for any further financial contributions. (See summary below and budget attached)

Long-term Management Plan (LTMP) and Endowment

The Authority drafted the LTMP which, as of the date this staff report was written, was still under review by the USFWS. This LTMP is based off of previous Habitat Authority LTMPs approved by the USFWS and is established for the purpose of ensuring perpetual habitat monitoring and maintenance for the acreage and restored resources. The LTMP goes into effect after the site has met success criteria per the Habitat Restoration Plan, and includes tasks such as photo monitoring, periodic biological surveys, exotic vegetation control, ranger patrol for illegal activities, and submittal of reports to the USFWS. Long-term management tasks in accordance with the LTMP would be funded by an endowment in favor of the Authority established by the Metro Heights Montebello, LLC with The San Diego Foundation that would annually distribute \$50,325 plus projected inflation. The principal investment is \$805,000. See the attached LTMP budget.

The endowment will not be owned by the Authority, however the Authority will be the recipient of the annual returns. There is built-in flexibility in the LTMP to adjust management activities as site conditions warrant and as endowment funds are available.

The draft agreement between the Metro Heights Montebello, LLC and The San Diego Foundation is attached for your information. Per the Mitigation Agreement, a separate endowment in the amount of \$111,000 will also be established for the conservation easement holder to monitor the site and submit a report to the USFWS once a year.

\$ 2,355,364 ¹Restoration Cost

\$ 240,000 Access Fee

\$ 3,595,364 ²Total

\$ 805,000 Endowment in favor of Authority, Habitat Manager

\$ 111,000 Endowment in favor of Conservation Easement Holder

\$ 916,000

\$4,511,364 Total

Conservation Easement

Conveyance of a conservation easement for the 12 acre site to an appropriate entity is required and would occur within two years after execution of the Mitigation Agreement. The Watershed Conservation Authority, a local joint powers authority, has been identified as an acceptable entity, and it is expected to take action on the project at its January 2024 Board meeting. To date, the WCA has agreed to accept conservation easements from four mitigation projects totaling approximately 81.66 acres of land owned and/or operated by the Habitat Authority relating to monitoring endowments managed by The San Diego Foundation. This new project would result in a total of 93.66 acres of conservation easements held by the WCA on Authority properties.

After consulting with Authority counsel, it appears that the title may be clouded on one of the Authority property locations for the project (on the property commonly known as Davies) because certain oil & gas lease releases were never recorded by LA County. This does not affect the project in any way and will not prevent the recording of a conservation easement. Staff and counsel will move forward with getting the releases and recording them, although this step is not necessary to move forward with the project.

Habitat Restoration

A habitat restoration plan will be developed, typically within three months of the execution of the agreement and will need approval by the USFWS prior to implementation. The restoration is expected to include two years of grow and kill weed abatement cycles followed by plant installation and five years of site management, or until success criteria have been achieved.

¹ Includes funding for staff time and contingency

² Does not include funding for endowments

Land IQ- Biological Monitoring:

The scope of work for the biological monitor of the project includes the following:

- (1) Habitat Restoration Plan Development, Project Coordination, Seed and Container Plant Oversight, and Biological Surveys and Monitoring. Some site location costs have already been incurred. This contract would be retroactive to include those costs.
- (2) Site Preparation, Installation, and Maintenance Monitoring
- (3) Annual Performance Monitoring and Reporting

Land IQ's proposal is in the amount of **\$330,925.20**.

According to Section 2-1 of the Authority's Purchasing Policy, contracts over \$25,000 need Board of Directors approval. Also, in accordance with section 4-4 of the Purchasing Policy, it is recommended that if competitive procurement of services is not in the best interest of the Authority, it can be waived. Land IQ is recommended to perform the biological monitoring for this project because (1) the proposed consultant is known to possess the needed experience and qualifications, and is the most satisfactory for Habitat Authority purposes, (2) the project under consideration is unique and specialized enough that a low cost proposal would entail undue risk, and (3) they are uniquely familiar with the Habitat Authority's Preserve. Also, Land IQ assisted with the preplanning for this project, which uniquely qualifies them for this project.

Staff proposes to execute the contract with Land IQ immediately upon receiving funds, per the executed Mitigation Agreement.

Native Landscaping Contractor:

After the Habitat Restoration Plan is developed, consideration to hire the native landscaping contractor who will implement the restoration will come before the Committee and Board for action. This is expected to occur in April or May 2024.

Further Information

The mitigation program proposed above is consistent with the Authority's Resource Management Plan and mission. It will result in acreage in La Habra Heights that currently consists of non-native species to be restored to native habitat. This, in turn, will increase the biodiversity of the Habitat Authority's Preserve.

Fiscal Impact:

This project is expected to have no negative fiscal impact. The Access Fees will be a gain of \$240,000 for the Habitat Authority.

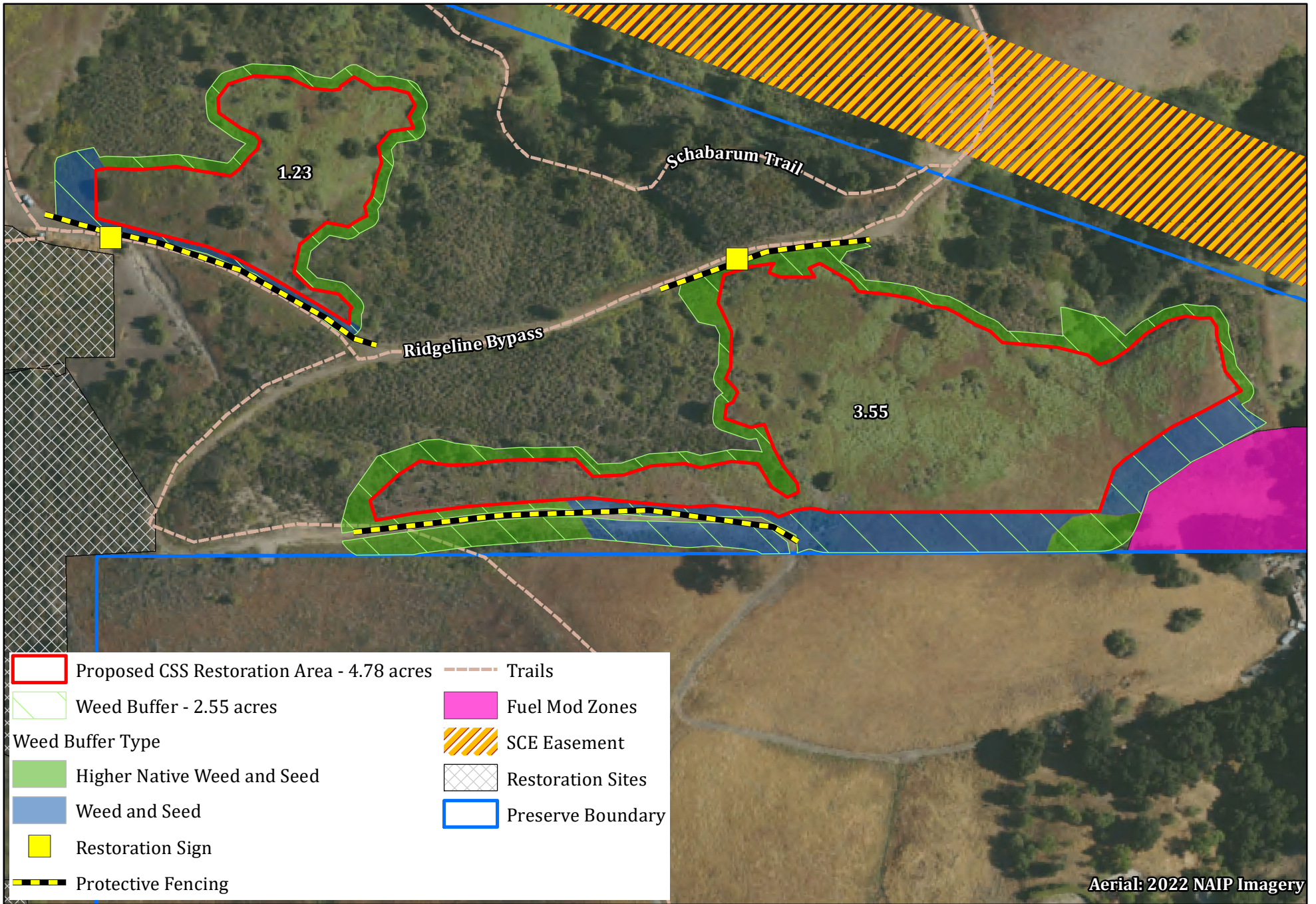
Recommendation:

That the Committee recommend to the Board of Directors to:

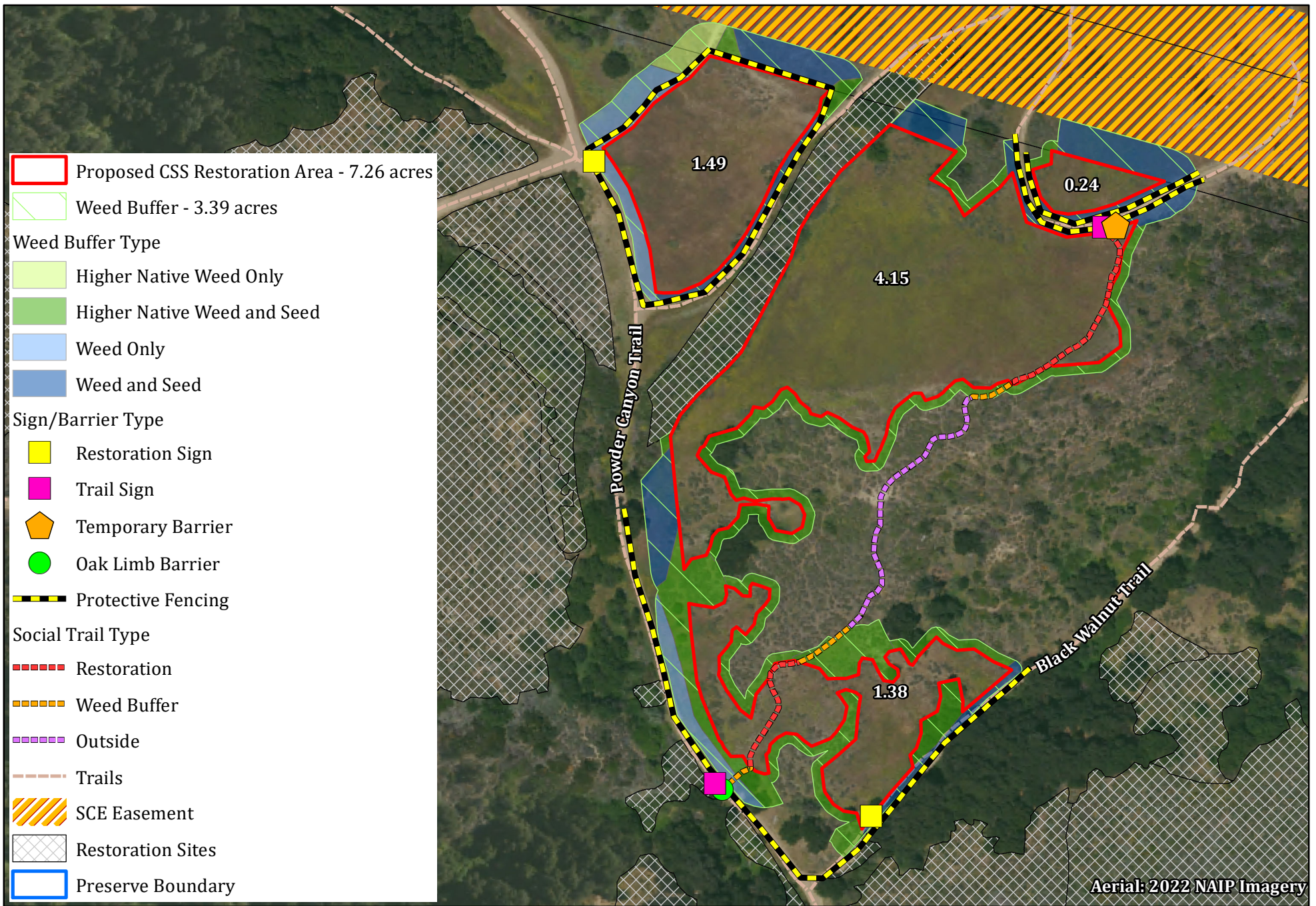
- a) Authorize the Executive Director to execute a Mitigation Agreement in the amount of \$3,595,364;
- b) Approve the Endowment Agreement between Metro Heights Montebello, LLC and The San Diego Foundation in the amount of \$805,000;
- c) Authorize the Executive Director to execute a conservation easement over 12 acres of Authority-owned property in La Habra Heights in favor of the Watershed Conservation Authority (WCA) or other qualified public entity; and
- d) Authorize the Executive Director to execute a contract with Land IQ in the amount of \$330,925.20, pending receipt of funds in accordance with the Mitigation Agreement.

Attachments

- 1) Project Maps
- 2) Draft Mitigation Agreement
- 3) Project Budget
- 4) LTMP Budget
- 5) The San Diego Foundation Agreement Draft



Metro Heights Coastal Sage Scrub Restoration Off-Site Mitigation Project Puente Hills Preserve Davies Parcel



Metro Heights Coastal Sage Scrub Restoration Off-Site Mitigation Project Puente Hills Preserve Powder Canyon

**MITIGATION AGREEMENT
BY AND BETWEEN
PUENTE HILLS HABITAT PRESERVATION AUTHORITY
AND
METRO HEIGHTS**

This Mitigation Agreement (“Agreement”) is executed by and between the Puente Hills Habitat Preservation Authority, a California joint powers agency established pursuant to California Government Code Section 6500 *et seq.* (“Habitat Authority”), and the Metro Heights Montebello, LLC, a Delaware limited liability company (“Metro Heights”). Habitat Authority and Metro Heights may be referred to, individually or collectively, as “Party” or “Parties.” The Effective Date of this Agreement is as of the date last signed below or the issuance of the ITP (as defined in Recital F, below) whichever is later.

RECITALS

A. Metro Heights is an affiliated entity of Toll Brothers, Inc., a publicly traded National homebuilder and residential developer which designs, builds, markets, sells, and arranges financing for residential and commercial properties in the United States

B. Established in 1994, the Habitat Authority is a public joint powers agency that is dedicated to the acquisition, restoration, and management of open space in the Puente Hills for preservation of the land in perpetuity, with the primary purpose to protect biological diversity. The Habitat Authority’s jurisdiction extends within eastern Los Angeles County approximately from the intersection of the 605 and 60 Freeways in the west to the Harbor Boulevard in the east.

C. Metro Heights embarked on the Montebello Hills Development Project, a housing development, in the City of Montebello, Los Angeles County. The development is near the Whittier Narrows Recreation Area and approximately 2.3 miles from the western-most border of the Puente Hills Preserve. The Project’s Final Revised and Recirculated Environmental Impact Report (FEIR) was filed with the State Clearing House (SCH No. 2008011122). The FEIR is on file with the City of Montebello.

D. Metro Heights has completed the development of the first phase of the Montebello Hills Development Project (“Phase A”) and is now proceeding with the development of the second phase of the Montebello Hills Development Project (“Phase B”). Phase B is referred to as the “Project.”

E. The Project will require the removal of certain acreage of coastal sage scrub (“CSS”), a native plant community that provides habitat for sensitive animal species, including the coastal California gnatcatcher (“gnatcatcher”), a federally designated threatened bird species.

F. Because the Project will impact up to 7 nesting pairs of coastal California gnatcatchers, Metro Heights has prepared the Montebello Hills Phase B Low-Effect

Habitat Conservation Plan (“LEHCP”) for the Project in support of an incidental take permit TE-_____ (“ITP”) pursuant to section 10(a)(1)(B) of the Federal Endangered Species Act for the Project. The ITP (Exhibit “A”) and LEHCP, attached hereto and incorporated herein by reference, requires that 12 acres of coastal sage scrub be restored, conserved, and managed in perpetuity to mitigate, in part, the permanent impacts to coastal California gnatcatchers caused by the Project (hereafter referred to as the “CSS Mitigation Site”).

G. Metro Heights is contracting with the Habitat Authority, which will prepare the Habitat Restoration Plan (“HRP”) for the CSS Mitigation Site, as described in Conservation Measure #24 of the LEHCP. The HRP will be reviewed and approved by the USFWS and will establish specific guidelines for a restoration contractor to follow during the installation, maintenance, and monitoring of the CSS Mitigation Site. In addition, as described in Conservation Measure #24 of the LEHCP, the Long-Term Management Program (“LTMP”) for the CSS Mitigation Site (Exhibit “B”), attached hereto and incorporated by reference, establishes and describes specific guidelines for the Habitat Authority to follow during the long-term management period, in perpetuity. The HRP and LTMP are subject to approval by the USFWS.

H. To accomplish the requirements of the ITP, Metro Heights will also contract with the Habitat Authority to perform the required habitat mitigation.

I. Subject to the terms and conditions set forth herein, the Habitat Authority is willing and able to provide and perform the habitat restoration, conservation, and perpetual monitoring and management services desired by Metro Heights.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Recitals. The Parties agree that the foregoing Recitals constitute the intent of the Parties, that they are accepted as true, and that they are incorporated by reference herein.

2. Mitigation Work. The Mitigation Work performed by the Habitat Authority (“Mitigation Work”) will occur on the CCS Mitigation Site that consists of land designated as a conservation/habitat area (attached hereto as Exhibit “C”, and incorporated by reference) on land owned by the Habitat Authority. “Mitigation Work” is defined as the planning, design, and installation, restoration, maintenance, monitoring and reporting activities that the Habitat Authority and its contractors will perform for the CSS Mitigation Site until the CSS Mitigation Site meets all performance requirements included in the HRP, and the USFWS has signed off on the CSS Mitigation Site as meeting applicable success criteria. The draft HRP will be prepared by the Habitat Authority within three months of the Effective Date. The Parties anticipate that

Mitigation Work will be initiated in the fall of 2024 and completed within a maximum of ten (10) years from the Effective Date as follows:

a. CSS Mitigation Site: The Habitat Authority shall restore 12 acres of CSS at the CSS Mitigation Site, as compensatory mitigation for the removal of occupied CSS habitat at the Project. All Mitigation Work performed by the Habitat Authority will be in conformance with the ITP included as Exhibit “A”, and the HRP, to be approved by the USFWS. After the CSS Mitigation Site has achieved all of its Mitigation Work performance requirements and the USFWS has signed off on its success, the Habitat Authority will continue to maintain and monitor the CSS Mitigation Site in perpetuity in conformance with the ITP and the USFWS-approved LTMP, and as may otherwise be provided for in this Agreement.

b. Mitigation Work Reporting: During the performance of Mitigation Work, the Habitat Authority shall provide annual monitoring reports as described in Habitat Restoration Plan.

c. Completion of Mitigation Work: Habitat Authority shall advise Metro Heights and USFWS upon completion of Mitigation Work requirements and obtain formal sign-off and agreement from USFWS that all requirements have been met before Long-Term Mitigation Site Monitoring and Management obligations are triggered. Until completion and final sign-off of Mitigation Work, and notwithstanding other reporting requirements that may be required under this Agreement, Habitat Authority shall submit all reports that are required in the HRP.

3. Long-Term Mitigation Site Monitoring and Management

a. Following the completion of the Mitigation Work, Conservation Measure 24 of the LEHCP states that a USFWS-approved LTMP will be implemented. The LTMP is a perpetual habitat monitoring and maintenance program at the CSS Mitigation Site for the acreage and resources restored pursuant to this Agreement.

b. In exchange for payment provided pursuant to the Metro Heights Restoration Habitat Manager Endowment Fund Agreement (attached hereto as Exhibit “D”, and incorporated by reference), the Habitat Authority, in consultation with the USFWS, agrees to be solely responsible for the in-perpetuity maintenance, monitoring, and management of the CSS Mitigation Site in accordance with the terms and conditions of the LTMP.

4. Payment to Habitat Authority.

a. Mitigation Work:

As compensation for the Mitigation Work, subject to the force majeure provisions in Section 24 below, Metro Heights shall make a one-time payment to Habitat Authority in the sum of Three Million Five Hundred Ninety-Five Thousand Three Hundred Sixty-Four Dollars (\$3,595,364) (“Metro Heights Payment”) within fifteen (15) calendar days of the Effective Date. The Metro Heights Payment is Metro Heights’ one-

time total payment to the Habitat Authority for all Mitigation Work subject to the force majeure provisions below stated. The Habitat Authority's budget and breakdown of costs for the Mitigation Work is included as Exhibit "E", attached and incorporated by reference.

b. Long-Term Monitoring and Management:

i. Creation of Endowment: Within fifteen (15) calendar days of the Effective Date, Metro Heights shall cause to be created a non-wasting endowment with The San Diego Foundation ("Foundation"), a California charitable corporation (the "Endowment Holder") for payment to the Habitat Authority of expenses related to the Habitat Authority's long-term maintenance, monitoring, and management responsibilities for the CSS Mitigation Site ("Endowment Fund").

In order to implement the LTMP, Metro Heights will make a one-time deposit in the sum of Eight Hundred Five Thousand Dollars (\$805,000) with the Foundation to establish the Endowment Fund, in exchange for the Habitat Authority's commitment to maintain, monitor, and manage the CSS Mitigation Site in perpetuity. The Endowment Fund shall be called the "Metro Heights Restoration Habitat Manager Endowment Fund" and shall be governed by the Endowment Fund Agreement attached as Exhibit "D" to this Agreement. The Habitat Authority's budget and breakdown of costs for the implementation of the LTMP is included as Attachment A to Exhibit "B".

In support of the Endowment Fund, the Endowment Holder is responsible for investing, managing and distributing funds to the Habitat Authority as a non-wasting corpus.

ii. Investment Return Fluctuations: It is the intent of the Parties that the Endowment Fund provide a stable and consistent investment return resulting in a non-wasting corpus and providing the Habitat Authority an initial payment of approximately Fifty Thousand Three Hundred Twenty Five Dollars (\$50,325), and subsequent payments adjusted annually for inflation to enable it to perform its obligations under this Agreement and its Exhibits in perpetuity.

In the event the Endowment Fund does not generate sufficient revenue, the Habitat Authority will exercise reasonable discretion in prioritizing and timing performance of tasks, as described in the LTMP. Habitat Authority shall be solely responsible for correcting any issues stemming from Habitat Authority's exercise of such discretion.

5. Restoration Contractor.

a. Third-Party Restoration Contracts. The Parties acknowledge that Habitat Authority intends to retain the services of a qualified third-party contractor to perform the work required under this Agreement; however, Habitat Authority agrees that it is ultimately responsible for meeting the requirements set forth in this Agreement.

b. Preparation of Restoration Contract. Upon selection of a qualified restoration contractor ("Contractor"), Habitat Authority shall negotiate and enter into a contract with such Contractor for performance of the work required under this Agreement

(the “Restoration Contract”). Habitat Authority shall insure that the Restoration Contract includes adequate performance assurances and schedule requirements to meet the requirements of this Agreement and the HRP.

c. Performance of Restoration Obligations. Habitat Authority shall be responsible for ensuring that the Contractor performs the work required by this Agreement and the HRP.

6. Conservation Easement.

a. Obligation to Provide Conservation Easement; Form and Content. In exchange for the consideration provided under this Agreement, and in addition to Habitat Authority’s other obligations under this Agreement, Habitat Authority shall cause to be recorded within two years of the Effective Date, a conservation easement (“Conservation Easement”) that is approved by USFWS and that will encumber the CSS Mitigation Site. The CSS Mitigation Site is also referred to as the “Conservation Easement Site” as described in Conservation Measure 24 of the LEHCP. The Conservation Easement shall provide for the permanent protection of the resource values located on the Conservation Easement Site through the prohibition and prevention of any use or activity on the Conservation Easement Site that could impair or interfere with the identified resource values. Prior to the execution of the Conservation Easement, Habitat Authority agrees to cause the legal description of the Conservation Easement Site to be drafted and find a public agency authorized to accept the Conservation Easement pursuant to California Civil Code Section 815 *et seq.*

b. Restoration Conservation Easement Endowment Fund. Within fifteen (15) calendar days of the Effective Date of this Agreement, Metro Heights shall cause to be created an endowment called the “Metro Heights Restoration Conservation Easement Holder Endowment Fund” (attached hereto as Exhibit “F”, and incorporated by reference) with Endowment Holder. A one-time payment in the sum of One Hundred Eleven Thousand Dollars (\$111,000) will be made to the Endowment Holder to be invested and managed as a non-wasting corpus and distributed annually to the Easement Holder, with an estimated annual distribution of approximately Six Thousand Nine Hundred and Sixteen Dollars (\$6,916), for the purpose of monitoring and inspecting the Conservation Easement Site in perpetuity, and to ensure that the Habitat Authority is complying with the terms and conditions of the Conservation Easement, as described in the LEHCP and ITP. The Easement Holder’s budget and breakdown of costs is included in Exhibit “G”.

7. Liability and Indemnification.

a. Habitat Authority Obligations. Habitat Authority shall be solely and individually responsible for all activities and liabilities relative to the CSS Mitigation Site and all activities performed thereon and related thereto.

b. Habitat Authority Indemnification. Habitat Authority agrees to indemnify, defend with counsel approved in writing by Metro Heights, and hold Metro

Heights its officers, employees, representatives, and agents (collectively, “Indemnitees”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Habitat Authority, its contractors, agents, and invitees, pursuant to this Agreement. If judgment is entered against Habitat Authority and Indemnitees by a court of competent jurisdiction because of the concurrent negligence of Indemnitees, the Parties agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

8. Failure to Perform.

a. In the event Habitat Authority substantially fails to perform its Mitigation Work obligations under this Agreement, as determined by USFWS, and without limiting any other legal options Metro Heights may have, Metro Heights may terminate this Agreement and seek an immediate return of all unused expenditures. Termination of this Agreement shall not release Metro Heights from any of its obligations under the Habitat Restoration Plan or ITP.

b. Prior to terminating this Agreement for Failure to Perform, or seeking other legal recourse, Metro Heights shall provide Habitat Authority with written notice describing Habitat Authority’s failure to perform and provide Habitat Authority the ability to cure any failed performance. Habitat Authority shall respond to Metro Heights within 30 days, and provide a detailed action plan for resolving the performance failures identified by USFWS. Any proposed action plan must be acceptable to USFWS. The Parties agree to use best efforts to resolve disputes prior to termination.

9. Cooperation. In addition to the express covenants of cooperation set forth herein, the Parties generally agree to cooperate in good faith to implement this Agreement.

10. Independent Contractor. Nothing in this Agreement will be deemed to create an agency, joint venture, or partnership relationship between the Parties, or create any relationship between Metro Heights and any contractor, subcontractor, or consultant retained by Habitat Authority.

11. Agreement Binding on Successors and Assigns. The burdens of this Agreement are binding upon, and the benefits of this Agreement inure to, all successors in interest of the Parties.

12. Notice. Any notice, request, or communication either party desires or is required to give to the other party shall be in writing and either served via email, personally or sent by prepaid, first-class mail, to the persons and addresses below. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or 5 business days from the time of mailing if mailed as provided in this section:

<p>HABITAT AUTHORITY CONTACT:</p>	<p>Andrea Gullo, Executive Director Pueente Hills Habitat Preservation Authority 7333 Greenleaf Avenue Whittier, CA 90602 Telephone: (562) 945-9003 info@habitatauthority.org</p>
<p>METRO HEIGHTS CONTACT:</p>	<p>Peter Kim Vice President, Land Development Toll Brothers 350 Commerce, Suite 200 Irvine, CA 92602 Office: (714) 347-1319 Cell: (714) 328-0921 Email: pkim@tollbrothers.com</p>

Either Party may change the contact or address stated in this section by notice to the other Party in the manner provided herein. Notice will be deemed to be delivered upon the earlier of: (1) the date received or (2) three business days after deposit in the mail as provided above.

13. No Third-Party Rights. This Agreement is entered into for the sole benefit and protection of Habitat Authority and Metro Heights. Nothing in this Agreement will be deemed or otherwise construed as granting any rights, benefits, or interests to any other individual or entity.

14. Governing Law. This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of laws provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

15. Entire Agreement. This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, between the Parties regarding the subject matter addressed in this Agreement. This Agreement may only be modified by a writing executed by both Parties.

16. Severability. If any provision of this Agreement or the application of the provision to any persons or circumstances is held invalid or unenforceable to any extent, the Parties intend that the remainder of this Agreement or the application of the provision to persons or circumstances will be valid and enforceable.

17. No Waiver. The failure of any Party to enforce against the other a provision of this Agreement will not constitute a waiver of that Party’s right to enforce such a provision at a later time.

18. Captions. The captions of the various Sections in this Agreement are for convenience and organization only, and are not intended to be any part of the body of this Agreement, nor are they intended to be referred to in construing the provisions of this Agreement.

19. Counterparts. This Agreement may be executed in one or more counterparts, and all the counterparts shall constitute but one and the same agreement, notwithstanding that all Parties hereto are not signatories to the same or original counterpart.

20. Attorneys' Fees. In any action or proceeding to enforce or interpret any provision of this Agreement, or any action for damages by reason of any alleged breach of any of the provisions hereof, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

21. Time. Time is of the essence with respect to this Agreement and the rights, obligations, conditions, and entitlements set forth herein.

22. Construction. This Agreement has been drafted after extensive negotiation and revision. Both Habitat Authority and Metro Heights are sophisticated parties who were represented by counsel throughout the negotiations. Habitat Authority and Metro Heights each agree and acknowledge that the terms of this Agreement are fair and reasonable, taking into account their respective purposes, terms, and conditions. This Agreement will be construed as a whole consistent with its fair meaning, and no principle or presumption of contract construction or interpretation will be used to construe the whole or any part of this Agreement in favor of or against either Party.

23. Authority to Execute. The persons executing this Agreement warrant and represent that they have the authority to execute this Agreement on behalf of their respective Party. The signatories further warrant and represent that they have the authority to bind their respective Party to the performance of its obligations under this Agreement.

24. Force Majeure. In the event of an act of God, war, civil disorder, employment strike or other cause beyond Habitat Authority's reasonable control, that causes delay, damage to, or destruction of Habitat Authority's responsibilities under this Agreement (a "Force Majeure Event"), the Habitat Authority will give Metro Heights written notice of the cause of the delay, damage, or destruction within 10 days of the start of the delay, damage, or destruction, or as soon thereafter as reasonably practicable. The Habitat Authority's performance under this Agreement shall be tolled for the duration of the Force Majeure Event, as follows:

a. Mitigation Work. Habitat Authority shall not be responsible for costs associated with repair or replacement of damaged or destroyed installation, restoration, maintenance and monitoring costs if caused by a Force Majeure Event. Nor will a Force Majeure Event result in a finding by Metro Heights that the Habitat Authority has failed to perform. The Parties agree to negotiate in good faith in

establishing any costs associated with repair or replacement of damaged or destroyed installation, restoration, maintenance, and monitoring costs to meet the Parties original intent under this Agreement.

b. Long-Term Mitigation Site Monitoring and Management. Upon the establishment of the Endowment Fund and the completion of Mitigation Work, Habitat Authority is responsible for all long-term mitigation obligations for CSS Mitigation Site.

LIST OF EXHIBITS

Exhibit A, USFWS Section 10(a)(1)(B) of the federal Endangered Species Act, Docket No. FWS-R8-ES-2023-0251; FXES1114080000-245-FF08ECAR00

Exhibit B, Long-Term Management Program for CSS Mitigation Site (“LTMP”)

Exhibit C, Land designated as a conservation/habitat area that will accommodate the work to be performed by the Habitat Authority.

Exhibit D, Restoration Habitat Manager Endowment Fund

Exhibit E, Habitat Authority’s budget and breakdown of costs for the Mitigation Work

Exhibit F, Restoration Conservation Easement Holder Endowment Fund

Exhibit G The Easement Holder’s budget and breakdown of costs

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the Parties have executed this Agreement as of the dates identified below.

“METRO HEIGHTS MONTEBELLO, LLC”

a Delaware limited liability company

By: _____
Vice President

Date: _____

Attest: _____
Name and Title

Approved as to Form:

By: _____
Attorney

Date: _____

“HABITAT AUTHORITY”

Puente Hills Habitat Preservation Authority, a California joint powers agency

By: _____
Andrea Gullo, Executive Director

Date: _____

Approved as to Form
Habitat Authority Counsel:

By: _____
Elena Gerli

Date: _____

EXHIBIT E

Habitat Authority - Metro Heights Off-site Mitigation Project (12 acres) Cost Estimate

Coastal Sage Scrub, Arroyo San Miguel & Powder Canyon

Administrative Fee	\$	5,000	
Access Fee on Habitat Authority Property			
\$20,000 an acre (12 acres)	\$	240,000	
Phase 1 Environmental Assessment	\$	8,600	
Restoration Project			
Restoration	\$	2,102,957	
Bio Monitoring	\$	330,925	
Misc (utilities/water, staff/rangers, easement survey, hardscape repair, extra bio survey, extra site prep (soil, debris removal), etc.)	\$	359,254	
Contingency 20%	\$	558,627	
subtotal	\$	3,605,364	
less payment received	\$	(10,000)	
Total Payment to the Habitat Authority			\$ 3,595,364
Habitat Manager Endowment (Habitat Authority)			
Payment to TSDf for long-term maintenance	\$	805,000	
Conservation Easement Manager Endowment (Watershed Conservation Authority)			
Payment to TSDf for long-term conservation easement monitoring	\$	111,000	
			Total \$ 4,511,364

Attachment A. Long-Term Expense Analysis - Metro Heights Mitigation Project, 12 acres, Arroyo San Miguel & Powder Canyon

Task	Description	Quantity	Unit	Cost Per Unit	Cost	Annual Frequency	Annual Cost
Biotic Surveys							
Annual Photo	Photo Monitoring	5	hours	\$ 111.00	\$ 555.00	1	\$ 555.00
Gen Wildlife	Wildlife Surveys	12	hours	\$ 111.00	\$ 1,332.00	0.2	\$ 266.40
Site Monitoring							
Park Ranger Patrols	Weekly inspection of site protection, signage and trespassing status	4	hours	\$ 135.00	\$ 540.00	52	\$ 28,080.00
Site Maintenance							
Erosion Control	Control measures	1	event	\$ 350.00	\$ 350.00	1	\$ 350.00
Evaluate Erosion	Bi-annual evaluation	4	hours	\$ 111.00	\$ 444.00	2	\$ 888.00
Exotic Weed Control	Hand labor and herbicide application and supplies	1	event	\$ 3,500.00	\$ 3,500.00	1	\$ 3,500.00
Exotic Weed Control- Bio	Biological Surveys prior to abatement activities	2	hours	\$ 111.00	\$ 222.00	3	\$ 666.00
Remedial Seeding	Cost of collecting/procuring native seeds and hand broadcasting (~2 ac)	1	event	\$ 20,000.00	\$ 20,000.00	0.2	\$ 4,000.00
Site Clean-up and Repairs	Address site protection, trash, signage, fencing and other issues	1	event	\$ 850.00	\$ 850.00	1	\$ 850.00
Annual Report							
Annual Management	Management reporting and budget	16	hours	\$ 130.00	\$ 2,080.00	1	\$ 2,080.00
Biological Reports	Report of findings and photos	32	hours	\$ 111.00	\$ 3,552.00	0.1	\$ 355.20
Subtotal							\$ 41,590.60
Administration/Overhead							\$ 4,159.06
Subtotal Annual Labor and Expenses							\$ 45,749.66
10% Contingency							\$ 4,574.97
TOTAL ANNUALIZED COST							\$ 50,324.63
TOTAL MANAGEMENT ENDOWMENT							\$ 805,000.00



FUND AGREEMENT for the

Metro Heights Restoration Habitat Manager Endowment Fund
(a *Designated Mitigation Endowment fund*)

THIS AGREEMENT is made and entered into on **<Date>**, by and between the SAN DIEGO FOUNDATION (“SDF”) and METRO HEIGHTS MONTEBELLO, LLC, a Delaware limited liability company (“Founder” or “Project Proponent”).

RECITALS

- A. Project Proponent executed a certain Mitigation Agreement with the Puente Hills Habitat Preservation Authority dated **<Date of Agreement>** (the “Mitigation Agreement”) regarding the appropriate management and maintenance of certain open space land and/or open space easements which total 12 acres (hereinafter referred to as the “Property”). Pursuant to the Mitigation Agreement, Project Proponent is responsible for the long-term stewardship costs of the Property in accordance with the requirements of that certain US Fish and Wildlife Service (USFWS) incidental take permit (TE-_____) issued pursuant to Section 10(a)(1)(B) of the Federal Endangered Species Act.
- B. Pursuant to the Mitigation Agreement, the Project Proponent is obligated to create an endowment fund in the amount of \$805,000 representing a principal amount that, when managed and invested, is reasonably anticipated to cover the funding needs of the long-term stewardship of the Property, in accordance with the Long Term Management Plan (“LTMP”). This endowment has been established to be held, managed, invested and disbursed by SDF solely for, and permanently restricted to, the long-term stewardship of the Property.
- C. Pursuant to the Mitigation Agreement, Puente Hills Habitat Preservation Authority (the “Habitat Manager”) is obligated to monitor and manage the Property for conservation purposes. The Habitat Manager is a California joint powers entity, and it is an organization described in Section 170(c)(1) or (2) of the Internal Revenue Code.
- D. To facilitate the matters described in Recital B, Founder is entering into this Agreement.

DEFINITIONS

The following terms, as used in this Agreement, shall be defined as follows:

(1) Agency: The lead governmental entity issuing a permit for the mitigation project and requiring the establishment of the mitigation endowment. In this Agreement, the Agency shall be the U.S. Fish and Wildlife Service.

(2) Project Proponent: The entity proposing the mitigation project to Agency for approval and issuance of permit. In this Agreement, the Project Proponent is the Founder and such terms may be used interchangeably.

(3) Habitat Manager: Nonprofit or governmental entity contracted to perform habitat management tasks, as approved by the USFWS. In this Agreement, the Habitat Manager shall be the Puente Hills Habitat Preservation Authority.

(4) Property: Fee title land or any partial interest in real property, including a conservation easement, conveyed pursuant to a mitigation requirement by the Agency or other agency. In this Agreement, the Property is legally described in Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated by reference.

(5) Long Term Management Plan (LTMP): The plan describing the management activities to be performed on the Property, as approved by the USFWS.

(6) Mitigation Agreement: The agreement between the Project Proponent and the Habitat Manager and agrees to terms which include the LTMP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. NAME OF FUND

Project Proponent transfers assets irrevocably to SDF to establish in SDF the Metro Heights Restoration Habitat Manager Endowment Fund (the "Fund") as an endowment for the purpose described in paragraph 2 below. An endowment is a permanent fund. Endowment funds are pooled for maximum benefit and invested to achieve long-term capital growth. Contributions are irrevocable and become assets of the San Diego Foundation. As an endowment fund for the purpose described in Paragraph 2 below, the Fund shall be operated and administered in accordance with (i) Sections 65965, 65966, 65967 and 65968 of the California Government Code and (ii) the Uniform Prudent Management of Institutional Funds Act, California Probate Code Section 18501 et seq. ("UPMIFA"), except to the extent SDF may adhere, from time to time, to more rigorous standards or requirements than those proscribed by UPMIFA. Expenditures from the Fund shall be made in the manner described for endowment funds under UPMIFA Section 18504. SDF may receive additional irrevocable gifts of property acceptable to SDF from time to time from Project Proponent and from any other source to be added to the Fund, all subject to the provisions hereof.

2. PURPOSE

Subject to the limitations of paragraph 4 below, the primary purpose of the Fund shall be to support the Habitat Manager in furtherance of the long-term stewardship of the Property in accordance with the LTMP.

In the event that in the future the Habitat Manager (i) no longer constitutes an organization described in Sections 170(c)(1) or (2) of the Internal Revenue Code, (ii) becomes subject to bankruptcy proceedings under state or federal law, (iii) liquidates and dissolves or otherwise ceases to exist, (iv) fails to submit to Agency and SDF in a timely manner (or within such reasonable period as determined by Agency and SDF) the annual income and expense report (the "Expense Report") along with reimbursement to the Fund of any unused funds from any previous distribution(s) and an annual certification, signed by the President or Chief Financial Officer of the Habitat Manager, certifying as to the accuracy and completeness, in all material respects, of the Expense Report and the Habitat Manager's compliance with the requirements imposed upon it under the Mitigation Agreement (the "Annual Certification"), or (v) proves unable to fulfill substantially all of the duties described in the Mitigation Agreement as determined by either the Agency or a court of law, then the assets of the Fund shall be applied as described in paragraph 5 below.

3. INVESTMENT OF FUNDS

SDF shall have all powers necessary or desirable to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest, and reinvest the Fund in any manner within the "prudent person" standard and the power to commingle the assets of the Fund with those of other funds for investment purposes, subject however, to the requirements of Sections 5231 and 5240 of the California Corporations Code.

4. DISTRIBUTEES

Subject to paragraph 5 below, earnings allocated by SDF to the Fund shall be distributed exclusively for charitable, scientific, literary, or educational purposes or to organizations of the type to which an individual taxpayer may make deductible charitable contributions, gifts, and bequests under the income, gift and estate tax provisions of the Internal Revenue Code of 1986, as amended, and of the Revenue and Taxation Code of California. It is intended by the foregoing that at the time a distribution is made from the Fund, the distribution must be made for a charitable, scientific, literary, or educational purpose as described in, or to an organization which is described in, Sections 170(c)(1) or (2), of the Internal Revenue Code of 1986, as amended, and Section 17201 of the Revenue and Taxation Code of California, or to a government entity acceptable to Agency. Distributions from the Fund shall be within the purposes and procedures of SDF as contained in its Articles of Incorporation and its Bylaws.

5. DISTRIBUTION

No distributions from the Fund may be made any earlier than three years after the Fund is established. Distributions from the Fund may be made from earnings and so much of the net gains (realized and unrealized) in the fair value of the assets of the Fund as is prudent under the standard established by Section 18504 of UPMIFA. Distributions shall be made to the Habitat Manager except as modified in accordance with Section 6 below. Subject to the limitations of Section 18504 of UPMIFA, distributions shall be made each year to the extent needed to cover the management and maintenance expenses for such year in accordance with the requirements of the LTMP; provided, however, SDF is not, and shall not in the future under any circumstances be deemed to be, a party to either the LTMP or the Mitigation Agreement. SDF shall have no liability or responsibility whatsoever for the funding needed to cover such expenses to the extent such funding need is greater than the distributable amount of the Fund. There shall be no requirement that all earnings and net gains be distributed each year; earnings and net gains may be accumulated and added to principal, and shall not later be available for distribution.

In the event the Agency or Project Proponent notify SDF in writing that the Habitat Manager has misused or diverted any monies from the purposes required by the Mitigation Agreement or any of the events listed in Section 2 above have occurred, SDF shall (i) within fourteen days cease making any further distributions from the Fund to Habitat Manager, and (ii) provide Agency with written notice of such misuse or diversion so that SDF and Agency can take appropriate action, and (iii) make distributions from the Fund to a distributee designated by Agency and approved the SDF Board of Governors as described in Section 6 below.

Without limiting the foregoing, all parties hereto acknowledge and agree that distributions from the Fund are to be made only for the stewardship purposes described in Section 2 above, and that the Fund is not intended to provide distributions to address the effects of emergencies or natural disasters, except as described in the LTMP.

Unless the Mitigation Agreement provides that another person or entity shall prepare an annual fiscal report that complies with the requirements set forth in Section 65966(e) of the California Government Code, SDF shall prepare such an annual fiscal report. Such reports are available via SDF's website, www.sdfoundation.org.

6. CONTINUITY OF THE FUND

If any of the events referred to in Section 2(i), (ii), (iii), (iv), (v) or Section 5 (iii) above occur, SDF and Agency shall elect a new nonprofit habitat management organization approved by Agency and the SDF Board of Governors.

The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated for either of these

reasons, SDF shall devote any remaining assets in the Fund exclusively for charitable purposes approved by the USFWS that:

- a. are within the scope of the charitable purposes of SDF's Articles of Incorporation; and,
- b. most nearly approximate, in the good faith opinion of the Board of Governors, of the original purpose of the Fund.

7. NOT A SEPARATE TRUST

The Fund shall be subject to the Articles of Incorporation and Bylaws of SDF. All money and property in the Fund shall be assets of SDF, and not a separate trust, and shall be subject only to the control of SDF. Pursuant to U.S. Treasury Regulations, the Board of Governors of SDF has the power "to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if, in the sole discretion of the Board of Governors, such restriction or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served." Treas. Reg. §1.170A-9(e)(11)(v)(B) and (E).

8. COSTS OF THE FUND

Founder understands and agrees that the Fund shall share a fair portion of the total administrative costs of SDF. The administrative cost annually charged against the Fund shall be determined in accordance with the then-current Fee Policy identified by SDF as the fee structure applicable to Funds of this type. Any costs to SDF in accepting, transferring or managing property donated to SDF for the Fund shall also be paid from the Fund.

9. ACCOUNTING

This Fund shall be accounted for separately and apart from other gifts to SDF.

10. CHARITABLE DEDUCTIONS

SDF has provided no advice or assurance to Founder as to the tax treatment of the amounts deposited in the Fund. Founder has been advised and given the opportunity to seek independent advice as to such tax treatment.

11. DISCLAIMERS

SDF shall have no duty of any kind whatsoever to monitor or determine the Habitat Manager's compliance with the LTMP (including, without limitation, the Agency Agreement) other than to accept receipt, annually, of the Expense Report and the Annual Certification. SDF shall have no liability whatsoever with respect to the performance of any of the obligations of the Habitat Manager under the LTMP and the Agency Agreement. The responsibility for managing and maintaining the Property is

limited solely to the Habitat Manager. SDF shall have no obligation whatsoever to enforce the terms and provisions of the LTMP or the Agency Agreement. Neither the Agency nor the Habitat Manager are intended as third party beneficiaries of this Agreement.

12. ATTACHMENTS

If checked below, the attachment(s) so designated shall be incorporated by reference herein and hereby made a part of this Agreement as if fully set forth in this Agreement (provided that the applicable attachments are executed by Founder).

Addendum To Fund Agreement for Metro Heights Restoration Habitat Manager Endowment Fund

Endowment Distribution & Investment Recommendation for Metro Heights Restoration Habitat Manager Endowment Fund

13. CERTIFICATION

Pursuant to California Government Code section 65968(e), SDF certifies that it meets all of the following requirements:

- a. SDF has the capacity to effectively manage the Fund;
- b. SDF has the capacity to achieve reasonable rates of return on the investment of the Fund similar to those of other prudent investors for endowment funds and shall manage and invest the Fund in good faith and with the care an ordinarily prudent person in a like position would exercise under similar circumstances, consistent with UPMIFA;
- c. SDF uses generally accepted accounting practices (GAAP) as promulgated by the Financial Accounting Standards Board or any successor entity;
- d. SDF will be able to ensure that the Fund is accounted for, and tied to, the Property; and
- e. SDF has an investment policy that is consistent with UPMIFA.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Founder: _____
<Name, Title>
METRO HEIGHTS MONTEBELLO, LLC

Approved by the San Diego Foundation on _____.

By:

Mark A. Stuart, CFRE
President & Chief Executive Officer

Enc.:

Program Guidelines

Addendum to Fund Agreement

Endowment Distribution Recommendation

Draft



ADDENDUM TO FUND AGREEMENT

for

Metro Heights Restoration Habitat Manager Endowment Fund

THIS ADDENDUM TO FUND AGREEMENT is dated as of the same date as the Fund Agreement by and between the SAN DIEGO FOUNDATION (“SDF”) and METRO HEIGHTS MONTEBELLO, LLC, <PROJECT PROPONENT> (“Founder” or “Project Proponent”) and amends and supplements the Fund Agreement as follows:

14. DISPUTE RESOLUTION

A. Mediation. Founder and SDF agree to mediate any dispute or claims arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorneys’ fees, even if they are otherwise available to that party in any such action. Exclusions from this mediation agreement are specified in paragraph 14C below.

B. Arbitration of Disputes. Founder and SDF agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be submitted for neutral, non-binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 20 years of experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with the Code of Civil Procedure Section 1283.85. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Exclusions from this arbitration provision are specified in paragraph 14C below.

C. Exclusions. Any matter that is within the jurisdiction of any bankruptcy court shall be excluded from mediation and arbitration.

IN WITNESS WHEREOF, Founder hereby executes this agreement as of the Effective Date.

Founder:

<Name, Title>

Date

METRO HEIGHTS MONTEBELLO, LLC

Approved by the San Diego Foundation on _____.

By:

Mark A. Stuart, CFRE
President & Chief Executive Officer

Draft



Metro Heights Restoration Habitat Manager Endowment Fund

Endowment Distribution Recommendation

Allocation of earnings are made semi-annually to each Fund in March and September. Earnings are available for distribution semi-annually, annually, or on request after an allocation period. Distributable earnings will remain distributable unless it is requested that the earnings be reinvested. Earnings reinvested become a part of principal and cannot be accessed in the future for distribution.

It is the Habitat Manager's responsibility to request that SDF end reinvestment in the fund with adequate advance notice. For annual distributions, SDF must be notified 15 months in advance of requested distribution date. For semi-annual distributions, SDF must be notified 9 months in advance of requested distribution date.

Please check one of the following: (If no selection is made earnings will be held until distribution is requested by founder(s) or advisor(s)).

- Please distribute the earnings semi-annually. (March and September)
- Please distribute the earnings annually in March
- Please distribute the earnings annually in September
- Please hold the earnings until distribution is requested. **Please note distributable balance earnings are not credited to the fund.**
- Please reinvest the earnings until ___March 2032_____

- Then distribute: Semi-annually (March and September)
 x Annually in March
 Annually in September

Please note that we will hold the earnings one year prior to the requested first distribution date to allow for accrual.

(This selection can be changed at any time; but becomes effective on July 1 and January 1.)

Endowment Investment Recommendation

- Endowment Portfolio
The Endowment Portfolio is a diversified portfolio which is structured for long-term total return.
- Sustainable Endowment Portfolio
The sustainable Endowment Portfolio is a diversified portfolio which is structured for long-term total return. Investment Managers invest following Environmental, Social and Governance Criteria and seek to eliminate exposure to fossil fuel producers.

I understand that assets in both the Endowment Portfolio and the Sustainable Endowment Portfolio will experience both capital gains and capital losses according to market conditions. I understand that these recommendations are advisory and that SDF has final authority over investment of its assets.

Name, Title

METRO HEIGHTS MONTEBELLO, LLC

Date

Draft



PROGRAM GUIDELINES
Revised April 2020

1. San Diego Foundation. San Diego Foundation ("SDF") is a California nonprofit public benefit corporation exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended ("IRC"). SDF is recognized as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi) and operates as a "community trust" under U.S. Treasury Regulations Section 1.170A-9T(f)(11). All contributions to and assets of SDF are subject to its Articles of Incorporation, Bylaws and Program Policies. SDF reserves the right to modify the terms and conditions of its Articles of Incorporation, Bylaws and Program Policies at any time.

1. Donor Advised Funds. As a community foundation, SDF may establish for its donors a "donor advised fund," which is separately identified by reference to the donor or donors. The fund is owned and controlled by SDF and the donor or persons appointed by the donor have the privilege of providing advice with respect to the fund's investments or distributions. SDF has final authority over the distribution of all grants from its donor advised funds, and reserves the right to decline or modify a grant recommendation that is not consistent with these policies or SDF's charitable purposes. Gifts to a donor advised fund are irrevocable.

2. Other Funds. In addition to donor advised funds, SDF also establishes scholarship funds (discussed below), agency funds (for the benefit of a specified charity), field of interest funds (for a specified charitable purpose) and habitat funds (to administer funds set aside to maintain ecological preserves). Gifts to these funds are irrevocable.

3. Fund Minimums. Generally, a minimum of \$50,000 is required to establish an agency fund and \$25,000 for all other funds.

4. Providing Grant Advice to Donor Advised Funds. Once a donor advised fund has been established and funded, the advisor(s) named in the agreement may recommend distributions to qualified charitable organizations. (SDF staff will perform due diligence to verify that the organization is a current, qualified charity.) The following rules govern grant recommendations:

a. Minimums. Each recommended grant should be for at least \$250.00.

b. Procedure. Unless otherwise restricted as an endowment, grants may be recommended out of the original principal, as well as accumulated investment earnings, if any. Grant recommendations can be made at any time during the year, except for designated endowment funds, which make distributions in March and/or September. A maximum of four (4) grants may be made per year from Agency non-endowment funds. Recommendations can be submitted by mail, facsimile or electronic mail. Forms and instructions for making grant recommendations will be provided upon creation of a fund, as part of an advisor orientation process.

c. Grant Restrictions. The following restrictions apply to grants:

i. No Indirect Benefit. Grants from donor advised funds may not be used to secure any benefit from the grantee for the donor, the advisor or any persons related to them.

ii. Enforceable Pledges. Grants from donor advised funds may not be used to discharge or satisfy a charitable pledge or obligation that is legally enforceable against the donor or any other person.

iii. Event Tickets. Grants from donor advised funds may not be used to pay for goods or services of value received by the donor, advisor or their family members. For example, grants may not be used to support any charitable event, including fundraising dinners, concerts, auctions, or other benefit functions when the donor would receive a return benefit, such as the benefit of being able to attend a fundraising dinner or event. Further, no grants may be used to pay for any portion of a split or bifurcated disbursement to a charity. A split or bifurcated payment refers to the splitting of a payment to a charity, such as for tickets to an event, into two parts: the deductible portion and the non-deductible portion.

iv. Giving to Individuals. Donors may not choose a specific individual to receive a benefit from a grant from a donor advised fund.

v. Prohibited Loans & Compensation. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from donor advised funds.

d. Restricted Organizations and Purposes. SDF will not approve grant recommendations that are for non-functionally integrated Type III supporting organizations; supporting organizations that provide support to organizations controlled by the donor, advisor or related persons; supporting organizations that are controlled by the donor, advisor, or related persons; private non-operating foundations; lobbying, political campaigns or other political activities; or any purpose that is not entirely charitable.

e. Remedial Action. SDF will take remedial action if it discovers that grants have been made for improper purposes. Remedial actions may include, but are not limited to, a requirement that the recipient charity return the grant and/or termination of the donor's advisory privileges.

f. Anti-Terrorism Provisions. As part of the grant review process, SDF checks all recommended grant recipients against the Treasury Department's List of Specially-Designated Nationals, other U.S. and foreign government watch lists, and the IRS list of organizations whose tax exemption has been suspended under IRC Section 501(p). SDF will not approve grant recommendations to organizations that appear on such lists.

5. Scholarship Funds. Scholarship funds may have a scholarship advisory committee. All scholarship advisory committee members must be approved by the SDF's Board of Governors prior to making the first scholarship awards and thereafter annually. The founder may participate on the scholarship advisory committee, provided that neither the founder nor the founder's designees (related parties) may chair the scholarship advisory committee or in any way control the selection process or constitute a majority of the scholarship advisory committee members. In the event the scholarship advisory committee shall cease to be in existence, the Board of Governors of SDF shall serve as the advisor of the scholarship fund. All scholarships shall be awarded on an objective and nondiscriminatory basis using procedures that have been approved in advance by the Board of Governors of SDF and that have been designed to ensure that all such grants meet the requirements of paragraphs (1), (2), or (3) of Section 4945(g) of the Internal Revenue Code of 1986.

6. Income and Estate Tax Deductions. SDF does not provide any advice or assurance to its donors as to the income tax treatment of amounts deposited in a fund. Donors are advised to seek independent advice as to such income tax treatment.

7. Investments. The fund advisors for endowment funds will have the assets invested in SDF's Endowment pool. The fund advisors for non-endowment funds with assets in excess of \$25,000 may recommend that the assets of the fund be invested in one of three investment pools (subject to liquidity requirements); information regarding the composition of each investment pool will be provided to the donor at the time the fund is established. Such recommendations are advisory, and SDF has final authority over the investment of assets in its funds.

8. Fees and Costs. Each fund established at SDF shall share a fair portion of the total administrative costs of SDF. The administrative cost annually charged against each fund shall be determined in accordance with the then current fee policy of SDF as the fee structure applicable to funds of its type. Administrative fees for charitable expenses will be negotiated and incurred based upon the complexity of the transaction. Charitable expenses apply exclusively to Field of Interest or Special Project Funds. In addition, upon receipt of assets upon the death of a donor, a onetime estate fee will be assessed in accordance with the then current fee policy of SDF. Any costs to SDF in accepting, transferring or managing property donated to SDF for a fund shall also be paid from such fund.

9. Provision for Governing Law. These Program Policies, all fund agreements, and any program-related agreement executed by a Donor shall be governed by California law. All gift agreements are deemed to be entered into in the State of California, and all contributions to the SDF are intended to be administered and managed in the State of California.

10. Confidentiality. All information concerning donors' or prospective donors' gifts, including names of beneficiaries, gift amounts, and other personal information shall be kept confidential unless permission is obtained from the donor to release such information.

11. Active Fund Granting Policy. The San Diego Board of Governors believes that all donor-advised funds held at The Foundation should regularly make grants to nonprofit organizations to improve quality of life in our region. All funds are required to make at least one grant during each three-year period. If no grants have been recommended for 36 consecutive months, our staff will contact the advisor(s), using all contact information available, and discuss options for grantmaking. If the advisors are unresponsive or fail to make a grant within 90 days, the Board of Governors of the San Diego Foundation will make a grant from the fund in accordance with the fund purpose. Granting from inactive funds will come from the entirety of the distributable balance for endowed funds, and 15% of the balance for non-endowed funds. After a period of six years of no fund advisor-initiated grants, the balance of funds will revert to the discretion of the San Diego Foundation.



October 31, 2023

**Puente Hills Habitat Preservation Authority
Ranger Services Activities for September and October 2023**

- Continued general patrol for: providing visitor information, identifying hazardous conditions and correcting illegal activity.
- Continued general maintenance for: graffiti removal, vandalism repair, litter and dumping removal, fence and gate repairs, sign installations and repairs and trail maintenance.
- Attended the Puente Hills Habitat Preservation Authority (Habitat Authority) Board meeting.
- Participated in our ranger monthly management meeting.
- Assisted in monitoring the dead tree removal project in Whittier and La Habra Heights.
- Assisted in monitoring the contractors with the goats for the vegetation management project in Turnbull Canyon and Powder Canyon.
- Picked up dumping including:
 - Tires on Turnbull Canyon Road.
 - Construction debris in Arroyo San Miguel.
 - Concrete in Preserve behind house on Bacon Road.
 - Oil containers at Arroyo San Miguel.
 - Computer monitor at Hellman Park.
- Continue to notify the Habitat Authority staff of all unsuccessful animal road crossings that are observed at or near Habitat Authority property. During the months of September and October no animals were observed.
- A dead skunk was found near the heli-hydrant. No sign of any injury.
- Met with Habitat Authority staff at Bowen Street in Whittier regarding fuel modification clearance boundaries.
- Continue to monitor the Harbor underpass. No activity to report.

- Due to safety concerns and overcrowding at the Turnbull Canyon entrance, we previously worked with the owner of the property and Whittier Police Department to secure the vacant lot that is next to the entrance. The lot needed to be re-secured once in September.
- Continue monitoring the surveillance cameras at various trailheads in attempt to catch the vehicle break-in perpetrators. We are also coordinating with Whittier Police and L.A. County Sheriff.
- Responded to two cars broken into at Sycamore Canyon.
- Continue to contact the Los Angeles County Department of Street Maintenance regarding the graffiti along Turnbull Canyon Road.
- Monitored the second roadside clearance for La Habra Heights as part of the fuel modification contract.
- Removed a homeless camp from Arroyo San Miguel.
- Removed a swing in Powder Canyon.
- Cleared the Arroyo San Miguel parking lot.
- Sprayed trail binder on ADA trail at Powder Canyon.
- Relocated doggy bags at Arroyo Pescadero to a more visible location.
- Removed and relocated bees from the Sycamore Canyon barn.
- Continue to monitor, repair, replace the locks on all the access gates.
- Replaced the wayside display on the Ahwingna Trail.
- Secured the Elderberry Trail gate after the locks had been removed.
- Cleared the weeds in the horse arena at Powder Canyon.
- Cleared weeds behind house on Skyline Drive in Hacienda Heights.
- Covered the graffiti in the tunnel under Colima in Arroyo Pescadero.
- Removed fallen tree along the Deer Loop Trail.
- Removed fallen tree on the Coyote Trail.

- Removed fallen tree blocking the gate at Sycamore Canyon.
- Removed a fallen branch blocking the Gray Squirrel Trail.
- Removed fallen branches blocking the Ahwingna Trail.
- Mowed several trails including:
 - Turnbull Canyon Trail.
 - Arroyo Pescadero Trail.
 - Deer Loop Trail.
 - Road to Whittier Landfill.
 - Arroyo San Miguel Trail.
 - Road behind houses along Grande Vista Drive.
- Captured a loose rooster at Hellman Park. Found it a new home.
- Repair “No Parking” signs at Powder Canyon.
- Monitored the paving around the heli-hydrant.
- Removed old chain-link fencing within the Preserve.
- Continue to check and re-post trail closure signs and rope-fence at unauthorized trails and restoration areas in Turnbull Canyon, Worsham Canyon, Powder Canyon and Hellman Park.
- Continue to pick up dog defecation at all the trailheads.
- Continue to patrol the SCE, Brea 57 site and Monterey mitigation sites in Powder Canyon and the Olinda site in Arroyo San Miguel.
- Dealt with various violations including:
 - In the Preserve after hours at Sycamore Canyon, Hacienda Hills, Powder Cyn. and Arroyo Pescadero.
 - Parking violations at Arroyo Pescadero, Hacienda Hills Trailhead, Sycamore Canyon and Ford property.
 - Loud music in the Hacienda Hills and Arroyo Pescadero.
 - Two kids on electric motorcycles in Turnbull Canyon.
 - Alcohol at Hacienda Hills, Arroyo Pescadero and Turnbull Canyon.
 - Warn and advise electric bikes in Powder Canyon and Hacienda Hills.
 - Dogs off leash at Hacienda Hills and Arroyo Pescadero.
 - Bikes in Arroyo Pescadero and Sycamore Canyon.
- Continue to conduct perimeter patrols of all property for fence damage, illegal access points, rope swings, and encroachments.

- Received several calls during the months of September and October to our
 1. hour ranger emergency services number including:
 2. Several calls for hikers locked in at Hellman Park.
 3. Reporting vehicle broken into at Sycamore Canyon.
 4. Requesting video footage for vehicle broken into at Sycamore Canyon.
 5. Reporting people in front of the Hacienda Hills Trailhead passing out religious information.
 6. Two German Shepard dogs running loose in the Hacienda Hills.
 7. Reporting a person walking off trail smoking at Hellman Park.
 8. Two people on ATVs in Powder Canyon.
 9. Inquiring if the trails are open today.
 10. Loose chow dog on the trail at Arroyo San Miguel.
 11. Inquiring information to arrange a party at Hellman Park.
 12. Found credit card at Hellman Park.
 13. Lost blue hat at Arroyo Pescadero.
 14. Inquiring when the gate will be open
 15. Hikers climbed over the gate at Hacienda Hills Trailhead.
 16. Inquiring about parking for Hellman Park.
 17. People in the Preserve at the end of Orange Grove Ave.
 18. Deer hit by a car on Turnbull Canyon.
 19. Dead deer at the end of Gale Ave.
 20. Sheriff requesting video footage for vehicle break-in case.
 21. Inquiring about a job.
 22. Hikers locked in at Hacienda Hills Trailhead.
 23. Transient living in the outhouse at Powder Canyon.
 24. Inquiring about patrol for fires in Sycamore Canyon.
 25. Reporting a tree blocking the Gray Squirrel Trail.
 26. Caller concerned about all the scorpions on the trail in Turnbull Canyon.

- Continue to work closely with Executive Director Andrea Gullo on various projects and assignments as requested.

If you have any questions, or would like any additional information, please feel free to contact me anytime. Thank you.

Sincerely,

K E Hughes

Kenn Hughes
Deputy Chief Ranger

MEMORANDUM

Meeting Date: January 16, 2024

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item: **VIII. Discussion and possible recommendation to the Board to authorize a) the Executive Director to execute the Thirty-third Amendment of the Open Space Management Agreement with the Mountains Recreation and Conservation Authority (MRCA) for maintenance and operation services in the amount of \$48,891.96, and b) amend the Authority's Fiscal Year 2022-23 budget to accommodate the increase.**

Background:

On June 30, 2022 the Board of Directors approved Amendment 31 of the Open Space Management Agreement (Agreement) between the MRCA and Authority for services in fiscal year 2022-23.

At that same Board of Directors meeting, the Board directed that the ranger services contract provide more MRCA staff coverage than the approved amendment allowed for, assuming that a contract amendment would follow pending the receipt of state funding for ranger related services. The contract amendment was not brought back to the Board, and the state funds were received to cover the costs. The services provided over the approved contract amount are \$48,891.96. These costs qualify as acceptable expenses under the Assembly Bills 178 and 179 which provides \$1,300,000 for ranger services for firefighting, law enforcement, outdoor education, and protection of the natural resources for trail visitors. In order for the funds to cover expenses incurred during the 2022-23 fiscal year, Amendment 31 to the Agreement must be retroactively updated. Because Amendment 32 extended the Agreement through the current fiscal year, this amendment to Amendment 31 is numbered Amendment 33.

The Authority is in receipt of a final pending invoice from the MRCA for the services from fiscal year 22-23, which would be paid pending the Board approval of this amendment.

Fiscal Impact:

This retroactive contract increase in hours and budget augmentation would be paid through the one-time \$1,300,000 funding from Assembly Bills 178 and 179. Per Section 3.1 of the funding agreement (Project ID PLBPL-7518(001), Advantage ID 0723000224):

Funds provided under this Agreement will be used, by the Puente Hills Habitat Preservation Authority, to provide funding for the following services (Project):

- Ranger services, including maintenance and up keep of Ranger used facilities and structures, and/or
- Firefighting, and/or
- Law enforcement, and/or
- Outdoor education, and/or
- Maintenance and protection of natural resources, trails and facilities within the Puente Hills.

Caltrans Funding Allocation(s) \$1,300,000

FY 22-23	\$ 287,927	Budgeted
	\$ 45,492	Amendment
FY 23-24	\$ 188,355	Budgeted
	\$ 161,858	*Proposed/possible Sycamore ranger home repairs
FY 24-25	\$ 270,000	*Ranger services, and qualifying costs
	\$ 190,000	*Fuel clearance (FC) unless funded by grants
FY 25-26	\$ 152,968	*Ranger Services/FC (unless FC funded by grants)
	<u>\$ 1,300,000</u>	

* These are placeholder amounts. Not yet approved/adopted.

Recommendation:

That the Committee recommend to the Board of Directors to authorize the Executive Director to execute the attached amendment and amend the FY 22-23 agency budget.

Attachments:

Proposed MRCA Amendment

**THIRTY-THIRD AMENDMENT TO
PUENTE HILLS HABITAT PRESERVATION AUTHORITY
OPEN SPACE MANAGEMENT AGREEMENT**

Formerly Known as Puente Hills Landfill Native Habitat Preservation Authority Open Space
Management Agreement

This thirty-third (33rd) amendment to that certain agreement entitled the Puente Hills Habitat Preservation Authority Open Space Management Agreement (AGREEMENT) is entered into effective July 1, 2022 between the Puente Hills Habitat Preservation Authority, a joint powers authority established under the laws of the State of California, acting by and through its Executive Director, (hereinafter known as the PHHPA) and the Executive Officer of the Mountains Recreation and Conservation Authority, a joint powers authority (hereinafter known as the CONTRACTOR). PHHPA and CONTRACTOR agree to the following amendments:

1. That the compensation for services provided between July 1, 2022 to June 30, 2023 be increased to retroactively reflect actual services provided in the amount of \$48,891.96. These services include increased staffing.

2. This AGREEMENT amends #4 of the thirty-first (31st) amendment in *italics and bold* as follows:

That the contract amount for services for the term shall ~~not exceed \$452,936.00 (four hundred fifty-two thousand nine hundred thirty-six dollars)~~ **be \$501,827.96 (five hundred one thousand, eight-hundred twenty-seven and 96 dollars)**. in accordance with the attached budget (Exhibit A).

3. This AGREEMENT amends #5 of the thirty-first (31st) amendment in *italics and bold* as follows:

Given MRCA salary increases, the amount of Ranger/Park Staff weekly hours is estimated to be approximately ~~64~~ **84** hours a week on average.

4. That all other terms and provisions of the AGREEMENT shall remain in full force and effect.

PUENTE HILLS
HABITAT PRESERVATION AUTHORITY

MOUNTAINS RECREATION AND
CONSERVATION AUTHORITY

By _____
Andrea Gullo, Executive Director

By  _____
Melissa Vega, Contracts Officer

Date

1/11/24

Date

MEMORANDUM

Meeting Date: January 16, 2024

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item: **IX. Receive and file the Authority's Fiscal Year 2022-23 end of the year budget report.**

Background:

Attached for your review is the Fiscal Year (FY) 2022-2023 operational expense budget prepared by staff and the Authority's accounting consultant from LSL.

The FY 2022-23 Revenue was budgeted for \$1,393,559 and 93% (\$1,302,383) of the budgeted revenue was received. The FY 2022-23 Expenses (Operations) was budgeted for \$1,609,272 and 81% (\$1,297,030) was spent. Expenditures for mitigation projects totaled \$518,556. These mitigation projects were funded by outside sources and funds are held as restricted in the Authority's account. Expenditures for grant projects totaled \$556,393 and grant reimbursements totaled \$497,191. As of June 30, 2023, the Authority's cash balance in the County pool was \$3,091,627. Please reference the attached report for more details.

Approval of this report is contingent on approval of the previous agenda item VIII regarding the amendment to the ranger services contract.

Fiscal Impact:

None.

Recommendation:

Receive and file.

Attachments:

FY 22-23 End of the year report

Puente Hills Habitat Preservation Authority
 Endowment Provided by the Puente Hills Landfill
 Fiscal Year 2022-23
 Summary Sheet
 End of Year

Beginning Balance in County Pool \$ 7,591,609

	Approved	Year End
Revenue	\$ 1,393,559	\$ 1,302,383
Expenses		
<i>Annual Operations</i>	1,609,272	1,297,030
Revenue - Operating Expenses	(215,713)	5,353
Mitigation projects ⁽¹⁾	559,955	518,556
Grant Projects (Revenues)	790,246	497,191
Grant Projects (Expenses)	891,138	556,393
Transfers out to Investment Account	-	3,900,000
Ending Balance	\$ 5,924,803	\$ 3,119,204

Amount in County Pool ⁽²⁾	3,091,627	As of 6/30/23
Preallocated Amount in County Pool ⁽³⁾	3,842,188	As of 6/30/23
Unrestricted Amount in County Pool ⁽⁴⁾	(750,561)	-
SPI (Endowment)	36,075,000.00	As of 6/30/23

Notes

1	Annual revenues are not needed to cover these expenses because the funding has already been deposited into the Authority's account. The number shown does not include staff time because it is reflected in operations budget.
2	This amount as of 6/30/23 is from the County's day of balance and does not yet reflect all FY 22/23 expenses/deposits.
3	Includes Restoration Habitat Mitigation funds, auto savings, and other restricted accounts. Caltrans funding deposited into account in FY 23-24 however, the costs incurred starting in FY 22-23.
4	Access Fees and emergency funds.

Habitat Authority: End of the Year FY2022-23 Revenue & Expenses			
	Final Amended FY 22/23 Budget	Final Fiscal Year End 2023	Actuals % of FY 2023 Budget Rev
Revenue:			
SPI earnings (endowment)	\$ 837,500	\$ 842,617	101%
M&S, Grants - Other	160,000	138,677	87%
Interest from Treasury Pool Deposits	50,000	129,035	258%
La Habra Heights historic oil	50,000	73,330	147%
MRCA tickets /educational programs	30,000	19,842	66%
Reimbursement of Expense	7,761	10,005	129%
Site Mitigation	173,403	-	0%
Donations	-	700	100%
Transfer of Mitigation Personnel	40,300	40,299	100%
Transfer of Mitigation Ranger Services	44,595	44,595	100%
Carryover from former Year	-	3,282	100%
Total Revenue	\$ 1,393,559	\$ 1,302,383	93%
Expenses:			
Ranger Services	\$ 452,936	518,256	114%
Payroll (Personnel - General Services)	468,788	371,502	79%
Access fees	-	39,406	100%
Property Management	150,354	53,446	36%
Other Insurance Premiums	62,000	54,356	88%
Legal Services	82,000	60,050	73%
Fiscal Agent Services	32,000	32,000	100%
Utilities (water, phones, internet, etc)	25,000	21,815	87%
Treas-Tax Collector Services	16,000	17,293	108%
Office Rent (Building Rentals)	8,240	1,003	12%
Technical	286,054	110,880	39%
Audit Fees	5,500	5,236	95%
Street bond	5,500	5,501	100%
Educational Services	3,600	1,951	54%
Office Supplies-General	3,100	901	29%
Printing Services	1,000	-	0%
Signs & Related Supplies	2,500	69	3%
Automotive Maintenance	1,500	1,228	82%
Permit & License Fees	200	-	0%
Auto Mileage	250	-	0%
Miscellaneous (GIS, Resr. Misc.)	1,050	447	43%
Postage	500	253	51%
Traveling Expense (local meetings)	150	83	56%
Publications & Legal Notices	400	858	215%
Auto Service	500	404	81%
Publications & Periodicals	150	90	60%
Total Expenses	\$ 1,609,272	\$ 1,297,030	81%
Total Operating	\$ (215,713)	\$ 5,353	

	Final Amended FY 22/23 Budget	Final Fiscal Year End 2023	Actuals % of FY 2023 Budget Rev
Mitigation Costs:			
Consultant Services (Mitigation) SCE	\$ 270,574.53	\$ 271,783.14	100%
Consultant Services (Mitigation) OLINDA	198,697	159,293	80%
Consultant Services (Mitigation) MONTEREY	16,766	16,766	100%
Consultant Services (Mitigation-Encroachment) RMX Harbor	2,735	5,252	192%
Consultant Services (Mitigation) Brea 57/Lambert	55,109	54,955	100%
Consultant Services (Mitigation) Turnbull Enhancement	4,020	1,340	33%
Utilities (mitigation) SCE	-	3,689	100%
Utilities (mitigation) OLINDA	7,503	2,711	36%
Utilities (mitigation) Brea 57/Lbt	4,550	2,768	61%
Total Expenses	\$ 559,955	\$ 518,556	93%
Grants:			
RMC Grant 2022			
RMC Grant Revenue	60,658	205,002	338%
RMC Grant Expenditure	-	-	
Mower	(60,658)	-	0%
Bob H Display Grant			
Bob H Display Revenue	-	4,262	100%
Bob H Expenditure	-	(3,916)	100%
CalFire Grant (multi-year)			
CalFire Grant Revenue	291,904		0%
CalFire Grant Expenditure			
Goats and Fuel Reduction	(307,174)	(110,104)	36%
Payroll Costs (Overhead)	(36,730)	(23,064)	63%
RMC Grant 2023			
RMC Grant Revenue	149,757	-	0%
RMC Grant Expenditure			
Payroll Costs (Overhead)	(22,882)	(5,100)	22%
Fuel Reduction	(126,875)	(77,393)	61%
Caltrans Grant			
CalTrans Grant Revenue	287,927	287,927	100%
CalTrans Grant Expenditure (MRCA)	(242,396)	(242,396)	100%
CalTrans Grant Expenditure (Property Management)	(94,423)	(94,423)	100%
Fuel Reduction	-	-	
Total Revenue	\$ 790,246	\$ 497,191	63%
Total Expenses	\$ (891,138)	\$ (556,396)	62%

MEMORANDUM

Meeting Date: January 16, 2024

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item: **X. Discussion and possible recommendation to the Board to execute a contract with MDJ Management for home improvements to the Authority ranger home on Workman Mill Rd. in an amount up to \$161,857.60 utilizing allocated funds from a state grant agreement.**

Background:

The Authority's house located on Workman Mill Road in Sycamore Canyon has been used for ranger housing for security of the property and quick emergency response time. It has deferred maintenance needs as addressed in the proposal from MDJ (attached). In December, fieldtrips were provided for the Advisory Committee and Board of Directors to review maintenance needs and the condition of the structure. The structure was built in 1941 and is 2,223 square feet. The property was acquired in 1997, and minimal interior repairs have been conducted to date.

Additional Background:

In January 2022, the Authority Board authorized the Executive Director to execute a membership agreement with Sourcewell, formerly the National Joint Powers Authority (NJPA). Authority staff wanted to obtain a cost estimate for the repair work that would guarantee the best price and follow a uniform bidding process. Authority staff took advantage of Sourcewell which competitively bids construction tasks with pre-set unit prices and specifications for general construction services including materials, equipment, and labor costs. The California Government Code 6500 authorizes public agencies to participate in cooperative purchasing agreements like those established by Sourcewell. Utilizing Sourcewell helps to maximize cost savings and staff resources, as many government agencies share contracting efforts through cooperative purchasing. This procurement method increases pricing competitiveness and allows the Authority to access highly qualified specialty contractors. Previously the Authority has utilized Sourcewell for the construction of the Henderson wayside display and the Sycamore house heating and air system replacement.

Staff reached out to Gordian which is authorized by Sourcewell to provide consulting services and to administer the ezIQC program for Sourcewell members. ezIQC is a unique Indefinite Delivery, Indefinite Quantity (IDIQ) procurement process that helps public facility and infrastructure owners complete many projects through a single competitive bid process conducted in accordance with California statutes.

According to Section 5-2 of the Authority's Purchasing Policy, Level 2 public projects that cost \$200,000 or less may be contracted by informal bidding procedures. The bidding procedures to secure contractors used by Sourcewell exceed this requirement.

Proposal:

We received a proposal from MDJ Management in the amount of \$161,857.60 for the maintenance and upkeep to the bathrooms, kitchen (including painting cabinets), garage, interior miscellaneous, painting and floors. Please see the attached description for details. Vinyl floors were added into the proposal at the request of the Board of Directors.

Options	Amount	Description
Option A	\$161,857.60	Comprehensive maintenance and up keep
Option B (Carpet)	\$142,780.47	For all maintenance including carpet, but excluding vinyl flooring and baseboards.
Option C (Minimal)	\$109,829.76	For all maintenance including carpet and painting kitchen cabinets, but excluding vinyl flooring, baseboards, kitchen repairs.
Option D (No Repairs)	\$0	No work

Fiscal Impact:

This work is outside of the approved agency budget. The contract would be funded from the one-time \$1,300,000 funding from Assembly Bills 178 and 179. Per Section 3.1 of the funding agreement (Project ID PLBPL-7518(001), Advantage ID 0723000224):

Funds provided under this Agreement will be used, by the Puente Hills Habitat Preservation Authority, to provide funding for the following services (Project):

- Ranger services, including maintenance and up keep of Ranger used facilities and structures, and/or
- Firefighting, and/or
- Law enforcement, and/or
- Outdoor education, and/or
- Maintenance and protection of natural resources, trails and facilities within the Puente Hills.

Caltrans Funding Allocation(s) \$1,300,000

FY 22-23	\$ 287,927	Budgeted
	\$ 48,892	**Amendment
FY 23-24	\$ 188,355	Budgeted
	\$ 161,858	*Proposed/possible Sycamore ranger home repairs
FY 24-25	\$ 270,000	*Ranger services, and qualifying costs
	\$ 190,000	*Fuel clearance (FC) unless funded by grants
FY 25-26	\$ 152,968	*Ranger Services/FC (unless FC funded by grants)
	<u>\$ 1,300,000</u>	

* These are placeholder amounts. Not yet approved/adopted.

** Proposed at the January 2024 Committee and Board meeting, Item VIII.

Recommendation:

That the Committee recommend to the Board of Directors to authorize the Executive Director to execute a contract with MDJ in an amount of \$161,857.60 (Option A) and amend the agency budget as necessary.

Attachments:

MDJ Proposal Summary sheets (Options A, B, and C)



OPTION A

MDJ Management
License # 1044711
DIR # 1000061313
531 Main St. #611 El Segundo CA 90245

Job Name: Workman Ranger House Upgrades - Vinyl Floors
Location: Workman Mill Rd. Whittier CA
Customer: Puente Hills Habitat Preservation Authority

Submitted: 1/9/24

Detailed Scope of Work and ROM Pricing

Interior Flooring - Vinyl Plank Flooring

- Removal of existing carpet
- Leveling of existing subflooring as needed
 - Existing wood floors to remain in place
- Installation of new Vinyl Plank flooring
 - Color TBD
- All existing wood flooring in dining room to remain in place
- All Laminate flooring in bathrooms, kitchen, mud room, and front door entry room to remain in place
- Baseboards are required

Interior Flooring - Baseboards

- Installation of new MDF baseboard over Vinyl Plank Flooring

Interior Painting

- Cover and protect all unpainted surfaces, counters, natural wood, and floors.
- Complete related prep; wash/lightly sand, as needed
 - Patch holes and bridge cracked surfaces
- Caulk and fill cracks and joints, as needed
- Prime all raw surfaces
- Professionally repaint considered areas to full coverage
- Clean up and remove paint related debris.
 - (dusting and general cleaning following the project is the owners responsibility)
- Client responsible for moving furniture away from walls, decorations off walls, and any other items that could prevent access to painting

Kitchen Upgrades

- Remove and store existing appliances to be reinstalled
- Removal of existing tile countertop and backsplash
- Cabinet Repairs
 - Remove all existing doors and drawers from cabinets
 - Remove all hardware
 - Sand down grime and old paint on doors and drawers to help with new fit
 - Remove all cabinet paper
 - Patch old hardware holes
 - Paint interior and exterior of cabinets
 - Install new hinges, latches, and pulls
 - Reinstall repaired doors and drawers
- Installation of new plumbing from the wall out
 - New pipes and angle stops
- Installation of new quartz countertop
- Installation of white subway tile design for backsplash on drywall/plaster walls
 - Brick wall to remain as is with no backsplash
- Installation of new sink and faucet
- Installation of new outlets/switches and covers
 - Existing runs and wiring to remain
 - One new outlet installed at side countertop
- Reinstallation of stored appliances
- Install new lithium battery operated smoke alarm and carbon monoxide detector per code

Bathroom Repairs

- Removal of existing wall tile in both restroom bathtub/showers
 - New waterproof membrane installed
 - New backer board installed
 - New PVC sidewalls installed
- Reglaze bathtubs and sinks
 - Color to be White
- Replacement of existing shower heads
- Replacement of shower curtain rods
 - Shower curtains excluded
- Clean existing grout for tile vanity countertops
 - Use of power tool and bleach
 - New caulking around sinks and along wall
- Replacement of all plumbing from wall out
 - New angle stops to sinks and toilet
 - New supply lines
 - New P-Traps
- Removal of existing and installation of new toilets

Interior Repairs

- Repair drywall throughout house from water damage, long term use, old patches, and holes required for new LED lighting in living room
 - Finish to match surrounding
- Remove existing and replace with new pedestrian door leading from mud room to garage
- Installation of new wooden step from garage to mud room
- Installation of 6 new 6" recessed can lights in living room
- New lithium battery operated smoke alarms installed per code

Garage Repairs

- Remove existing exterior pedestrian door to one car garage
 - Installation of new solid door (no glass)
- Remove existing pedestrian door leading from mud room to garage
 - Installation of new solid door (no glass)
- Replace existing garage door motors (2) with new
 - Existing roll up doors to remain

Notes:

- Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.
- Price includes all labor (**Normal Working Hours - Prevailing Wage**), materials, equipment to complete this scope of work.
- Asbestos and Lead Report not included in plans
 - If area is found to be contaminated additional costs to be incurred
- Construction Exclusions:
 - See above for exclusions
 - All electrical and plumbing inside walls to remain

CLARIFICATIONS AND EXCLUSIONS:

- Warranty
 - One year warranty against workmanship
 - Manufacturer's warranty varies
- We exclude plans, permits, permit fees, related fees, testing and/or testing fees, inspection fees, survey or survey fees, and engineering fees unless specified above
- We exclude utilities and hazardous or contaminated material
- Construction water, power, and sanitary facilities available on site for MDJ's use at no cost
- We exclude premium time unless specified above
- We exclude anything not specifically mentioned above
- MDJ reserves the right to review, change, and/or delete any provisions of any prime contract or subcontract, which results from this quotation
- All terms to be net 30 days in full upon receipt of invoice. Interest will be charged at the rate of 2% monthly on the unpaid balance.

BID PRICE: See Price Proposal

All work to be completed in a substantial and workmanlike manner according to standard practices for the sum of **See Price Proposal**. Any additional add on items will be at the request of Customer. Any adjustment shall be an additional cost.

Bid price is good for thirty (30) days only.

Any controversy or claim based on, arising out of, or relating to this agreement, or breach thereof, including any claim based on the work performed pursuant to this agreement, shall be submitted to the American Arbitration Association for binding arbitration in accordance with its rules. If any arbitration, legal action is brought to enforce this agreement, or arising out of or relating to the agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs incurred, in addition to any and all other relief to which that party may be entitled.

Submitted by:



Matthew McMillon
President MDJ
310.490.1521
matt@buildwithmdj.com

Contractor's Price Proposal - Summary

Date: January 10, 2024

Re: IQC Master Contract #: CA-R8-GB13-123021-MDJ
Work Order #: 123614.00
Owner PO #:
Title: Habitat Authority-Workman Ranger House Interior Upgrades
Contractor: MDJ Management
Proposal Value: \$161,857.60

Bathrooms	\$15,061.14
Flooring - Baseboards Option	\$7,567.31
Flooring - Vinyl Plank Option	\$30,063.12
Garage Repairs	\$9,130.65
General	\$2,244.55
Interior Painting	\$44,559.32
Interior Repairs	\$18,162.13
Kitchen	\$35,069.38
Proposal Total	\$161,857.60

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Summary

Date: January 10, 2024

Re: IQC Master Contract #: CA-R8-GB13-123021-MDJ
Work Order #: 123614.00
Owner PO #:
Title: Habitat Authority-Workman Ranger House Interior Upgrades
Contractor: MDJ Management
Proposal Value: \$142,780.47

Bathrooms	\$15,061.14
Flooring - Carpet Option	\$15,479.90
Garage Repairs	\$9,130.65
General	\$5,317.95
Interior Painting	\$44,559.32
Interior Repairs	\$18,162.13
Kitchen	\$35,069.38
Proposal Total	\$142,780.47

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Contractor's Price Proposal - Summary

OPTION C

Date: January 10, 2024

Re: IQC Master Contract #: CA-R8-GB13-123021-MDJ
Work Order #: 123614.00
Owner PO #:
Title: Habitat Authority-Workman Ranger House Interior Upgrades
Contractor: MDJ Management
Proposal Value: \$109,829.76

Bathrooms	\$15,061.14
Flooring - Carpet Option	\$15,479.90
Garage Repairs	\$9,130.65
General	\$3,860.26
Interior Painting	\$44,559.32
Interior Repairs	\$18,162.13
Kitchen	\$3,576.36
Proposal Total	\$109,829.76

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

Additional Materials



**Puente Hills
Habitat Preservation Authority**

Endowment Provided by the Puente Hills Landfill

 habitatauthority.org



Join Our Open House!

The Open House will focus on the Habitat Authority's recent work around preservation and wildfire preparedness and highlight next steps we are considering in order to secure the funding needed to meet the long-term needs of the communities we serve.

Where:

Parnell Park
15390 Lambert Rd, Whittier

When:

Wednesday, January 24, 2024 from 6-8pm

There will be a short presentation at 6:30 pm, followed by an opportunity to mingle and speak with our volunteers, rangers and staff members one-on-one.

Scan Here to RSVP!



tinyurl.com/PHOpenHouseJanRSVP



**Puente Hills
Habitat Preservation Authority**

Endowment Provided by the Puente Hills Landfill



January 9, 2024

Elena Gerli
Aleshire and Wynder
3701 Wilshire Boulevard, Suite 725
Los Angeles, California, 90010

Dear Elena,

Thank you for the generous tax-deductible donation of \$300.00 to the Puente Hills Habitat Preservation Authority.

This gift contributed to the Habitat Authority's December 6, 2023, holiday gathering. Contributions like this help strengthen our agency's partnerships to preserve the hills to benefit wildlife, their habitat, and people. Your support means a lot to us. Again, thank you!

Sincerely,

Andrea Gullo
Executive Director

C:
Board of Directors
Advisory Committee



**Puente Hills
Habitat Preservation Authority**

Endowment Provided by the Puente Hills Landfill



January 10, 2024

Kathleen Barry
[REDACTED]

Dear Ms. Barry,

Thank you for the generous tax-deductible donation of \$1,500.00 to the Puente Hills Habitat Preservation Authority. Your donation is very appreciated.

This gift contributed to the Habitat Authority's mission of preserving and protecting the Puente Hills Preserve. Contributions like this help our agency to continue to preserve the hills for the benefit of wildlife, their habitat, and people. Your support means a lot to us.

Sincerely,

Andrea Gullo
Executive Director

C:
Board of Directors
Advisory Committee