

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

January 13, 2026, 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:

Whittier Senior Center: 13225 Walnut St., Whittier, CA 90602.

Catherine Houwen	La Habra Heights
Adam Nazaroff, Chair	La Habra Heights
(Vacant)	La Habra Heights
Shelley Andros	Whittier
Janis Cavanaugh	Whittier
Michelle Pekko-Seymoure	Whittier
Matthew Liang, Vice Chair	County of Los Angeles
(Vacant)	County of Los Angeles
Bryan Coreas	County of Los Angeles

Members of the public may provide electronic comments by Monday, January 12, 2026, by 4:00 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 Carlos Zelaya 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. Discussion and possible action regarding election of Committee Chair and Vice Chair, and selection of Board Liaison.

- V. Approval of Minutes for the October 21, 2025 Advisory Committee Meeting.
- VI. Standing Reports:
 - a) Report by the Board Liaison on previous Authority's Board of Directors meeting.
 - b) Committee Member feedback from the public as it relates to the Authority.
- VII. Receive and file recognition of Authority volunteers of the year: Lee Willard, Bruce Everett and Ric Opalka.
- VIII. Discussion regarding Authority communication outreach efforts.
- IX. Discussion and recommendation to the Board of Directors to approve a letter of support addressed to the California Fish and Game Commission for listing a distinct population segment of mountain lion in southern and central coastal California as a threatened species under the California Endangered Species Act.
- X. Discussion and recommendation to the Board of Directors authorizing Executive Director to execute State of California Department of Forestry and Fire Protection (CAL FIRE) Office of the State Fire Marshal GRANT AGREEMENT 5GG25218 between CalFire and the Authority for project "Puente Hills Fuels Reduction – Maintenance" in the amount of \$168,000.
- XI. Discussion and recommendation to the Board of Directors authorizing Executive Director to execute AMENDMENT NO. 1 TO MANAGEMENT AGREEMENT (A15-128) between the City of Whittier and the Authority, as well as enter into an encroachment license agreement with the City of Whittier to facilitate wrought iron fencing projects in Whittier as a part of the wildfire resiliency grant from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.
- XII. Recognition of outgoing CTAC Members Andros, Liang and Francis' service contributions.
- XIII. Closing remarks (Comments/questions from Committee Members and/or Executive Director).
- XIV. 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.

AGENDA ITEM IV

MEMORANDUM

Meeting Date: January 13, 2026

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item IV. Discussion and possible action regarding election of Committee Chair and Vice Chair, and selection of Board Liaison.

Background:

On February 28, 2013, at the Advisory Committee's recommendation, the Board of Directors approved the attached Advisory Committee election policies. The Chair and Vice Chair positions are rotational and elections to the positions occur annually during the first month of the calendar year. This year an Advisory Committee Member from the City of La Habra Heights is scheduled to fill the Chair position, and a member representing the County of Los Angeles is scheduled to fill the Vice Chair position. Please see the attached rotation schedule of officers.

Also, the election of officers is the most opportune time for the Advisory Committee to identify a Board Liaison for the group. This position has historically been filled either by the Advisory Committee Chair, or by the member designated by the Committee to present the actions and thoughts of the Committee to the Board of Directors at their meetings.

Upon approval of the positions, they will take effect.

Attachments:

Rotational schedule of officers
Election policies

Recommendation:

- 1) That a member nominate a Vice Chair person, and have this motion seconded by another for a vote.
- 2) That a member nominate a Chair person, and have this motion seconded by another for a vote.
- 3) That a member nominate a Board Liaison, and have this motion seconded by another for a vote

Advisory Committee Chair and Vice Chair Rotation Schedule
PHHPA

Notes

Year	Chair Region	Held By	Vice Chair Region	Held By
2013	LHH	Cathy Houwen	LA County	Gina Natoli
2014	LA County	Gina Natoli	Whittier	April Garbat
2015	Whittier	April Garbat	LHH	Cathy Houwen
2016	LHH	Cathy Houwen	LA County	Richard Lacy
2017	LA County		Whittier	
2017	Whittier	Shelley Andros	LHH	Cathy Houwen
2018	Whittier	Shelley Andros	LHH	Cathy Houwen
2019	LHH	Cathy Houwen	LA County	Karen Chang
2020	LA County	Karen Chang	Whittier	Ray Wong
2021	Whittier	Chuck Lawrence	LHH	Roy Francis
2022	LHH	Roy Francis	LA County	Matthew Liang
2023	LA County	Matthew Liang	Whittier	Brauckmann
2023			Whittier	Shelley Andros
2024	Whittier	Shelley Andros	LHH	Cathy Houwen
2025	LHH	Adam Nazaroff	LA County	Matt Liang
2026	LA County		Whittier	
2027	Whittier		LHH	
2026	LHH		LA County	
2027	LA County		Whittier	
2027	Whittier		LHH	
2026	LHH		LA County	
2027	LA County		Whittier	

1
2

3
4
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Notes:

- 1 No meeting: Feb, March or April
- 2 May meeting elections, no County representative on CTAC
- 3 Elections held in October 2022
- 4 Elections held February 2023
- 5 Vice Chair Andros elected September 2023



Puente Hills Habitat Preservation Authority

Endowment Provided by the Puente Hills Landfill

Citizens Technical Advisory Committee Election of Officers Policy

1. The CTAC's chair and vice-chair positions (the positions) shall have a standard term limit of one year. Members may be elected to hold these positions in the future but not in consecutive calendar years, except as described in section 3 below.
2. The positions shall rotate by communities represented on the CTAC. Starting in the year 2013 a CTAC member representing La Habra Heights shall be elected to hold the chair position, following the year afterwards by a member from the unincorporated communities of Los Angeles County (either Hacienda Heights or Rowland Heights), and followed by a member from the City of Whittier. Starting in 2013, the vice-chair position shall be a member from the unincorporated communities of Los Angeles County, followed the next year by a member from the City of Whittier, and then by a member from La Habra Heights.
3. If a vacancy occurs with the positions, the CTAC shall vote at the next meeting to fill that position with a member from which community the position was held. In the event that a community member representing that of the current position is unavailable to be elected to fill the vacancy, then the succeeding community in the rotation will be eligible for election into that vacant position, as well as be eligible for re-election at the next first meeting of the calendar year. The objective is to not have any position held by the same community for two consecutive years, but not be shorter than one year in length. Should the chair position change representative communities then the vice-chair position shall rotate community representatives as well.
4. Should no member decide to make themselves available for election, the current officer shall continue to hold that position until a replacement officer is elected even if the officer's term expires.
5. The CTAC is eligible to elect any member to the positions out of rotation order if it acts by a majority in the belief that the interests of the Authority will be best served in that manner.

The above policy is compatible with Authority Board Resolution 97-01 that established the CTAC. Section 2f of the Resolution authorizes annual elections of officers, the positions, to occur in the first meeting of the calendar year. Specifically, the proposed term limits and rotation schedule of the positions are not in conflict with the Resolution as each year the election



of officers would be limited to a candidate pool of up to three members representing the community that is eligible to hold the positions according to the rotation schedule. The Resolution allows for a re-election of officers, which would be the case should a member be re-elected to a position in a non-consecutive year of holding that position, or in the special case of a member who has filled a vacant position the previous year.

For example, if La Habra Heights' representative as chair is no longer available in May to hold the position, then at the June CTAC meeting a vote shall occur to elect a different La Habra Heights representative to that position. If no other La Habra Heights member is available to fill that position, then a CTAC member from unincorporated Los Angeles County shall be elected to the position of chair. With this being the case, the vice-chair position will need to rotate to the next representative community, the City of Whittier. In January of the next year, the County CTAC chair member will be eligible for re-election to the chair position, or another member from the County will be eligible for election to the chair position. The same logic applies for the vice-chair position.

AGENDA ITEM V

DRAFT Minutes
PUENTE HILLS HABITAT PRESERVATION AUTHORITY
CITIZENS TECHNICAL ADVISORY COMMITTEE
October 21, 2025

The meeting of the Citizens Technical Advisory Committee was held on Tuesday, October 21, 2025, at the Whittier Senior Center, 13225 Walnut Ave, Whittier, CA 90602.

I. CALL TO ORDER.

Chair Nazaroff called the meeting to order at 7:06 p.m.

II. ROLL CALL.

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

Members Present:

Matthew Liang, Vice Chair	County of Los Angeles
Bryan Coreas	County of Los Angeles
Adam Nazaroff, Chair	La Habra Heights
Catherine Houwen	La Habra Heights
Dr. Janis Cavanaugh	Whittier
Shelley Andros	Whittier

Members Absent:

(Vacant)	County of Los Angeles
(Vacant)	La Habra Heights
Michelle Pekko-Seymoure	Whittier

Authority Representatives Present:

Andrea Gullo, Executive Director
Michelle Mariscal, Ecologist
Kenn Hughes, Deputy Chief Ranger- Mountains Recreation and Conservation Authority

III. PUBLIC COMMENTS.

Steve Huber from Whittier Area Audubon shared information from the most recent beginner bird walk in Sycamore Canyon. Forty-five species of birds were observed, including many winter residents. Of special note was a first-ever observation of a Greater Peewee in the canyon.

IV. APPROVAL OF MINUTES FOR THE SEPTEMBER 16, 2025 ADVISORY COMMITTEE MEETING.

Member Houwen motioned to approve the September 16, 2025 minutes as drafted. Member Andros seconded the motion, and in a vote, the motioned passed unanimously.

V. STANDING REPORTS:

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

Member Houwen, Board Liaison, provided the report for the September Board meeting.

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

Member Houwen reported that she had attended the October La Habra Heights City Council meeting gave an update on Habitat Authority activities.

Member Cavanaugh mentioned the upcoming virtual public information session regarding an opportunity to review and provide input on a draft Regional Community Wildfire Protection Plan (CWPP).

VI. UPDATE AND RANGER REPORT FROM THE AUTHORITY'S CONTRACTOR FOR RANGER AND MAINTENANCE SERVICE, THE MOUNTAINS RECREATION AND CONSERVATION AUTHORITY.

Deputy Chief Ranger Hughes provided a PowerPoint presentation highlighting the recent MRCA activities.

VII. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH LAND IQ IN THE AMOUNT OF \$170,000 FOR PREPARING A PRESERVE-WIDE VEGETATION MAP USING GRANT FUNDS FROM THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY.

Ecologist Mariscal provided an overview. In this case noncompetitive procurement is in the best, expeditious, economical and most efficient interest of the Authority. Land IQ is recommended because the proposed consultant is known to possess the needed experience and qualifications as they have successfully implemented several projects for the Authority. Also, they are extremely familiar with the Habitat Authority's Preserve. Their services are offered at fair and reasonable prices. Therefore, they are the most satisfactory for Authority purposes. Discussion took place.

Member Coreas motioned to recommend to the Board of Directors that they authorize the Executive Director to execute a contract with Land IQ in the amount of \$170,000 for preparing a Preserve-wide vegetation map. Vice Chair Liang seconded the motion, and in a vote, the motioned passed unanimously.

Chair Nazaroff requested that the Board be provided reasons for noncompetitive solicitation.

VIII. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACTS WITH NAKAE & ASSOCIATES FOR 1) LOS ANGELES COUNTY MEASURE A GRANT FUNDED NATIVE LANDSCAPE MAINTENANCE IN THE AMOUNT OF \$100,000; 2) NATIVE HABITAT ENHANCEMENT AND VEGETATION MAINTENANCE IN THE AMOUNT OF \$80,000 OVER TWO YEARS USING GRANT FUNDS FROM THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY; 3) MONTEREY MITIGATION LONG-TERM MANAGEMENT PROGRAM IN THE AMOUNT OF \$29,500 OVER FIVE YEARS; AND 4) SCE MITIGATION LONG-TERM MANAGEMENT PROGRAM IN THE AMOUNT OF \$80,000 OVER FIVE YEARS.

Ecologist Mariscal explained that noncompetitive procurement is in the best, expeditious, economical and most efficient interest of the Authority. Nakae & Associates is recommended because the proposed contractor is known to possess the needed experience and qualifications since they have successfully implemented several years of similar services for the Authority, and in particular they provide specialized expertise involving maintenance of native habitat restoration areas and landscapes including site specific federally regulated criteria, and therefore, are the most satisfactory for Authority purposes. There was discussion.

Member Andros motioned to recommend to the Board of Directors that they authorize the Executive Director to execute contracts with Nakae & Associates for 1) Sycamore and Turnbull Canyons native landscape maintenance in the amount of \$100,000; 2) native habitat enhancement and vegetation maintenance in the amount of \$80,000; 3) Monterey Mitigation Long-term Management Program in the amount of \$29,500; and 4) SCE Mitigation Long-term Management Program in the amount of \$80,000. Chair Cavanaugh seconded the motion, and in a vote, the motioned passed unanimously.

IX. UPDATE, RECEIVE AND FILE OF AUTHORITY'S QUARTERLY BUDGET REPORT.

Executive Director Gullo provided an overview. Discussion took place before the item was received and filed.

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

Executive Director Gullo recapped the Habitat Authority-hosted Mid-Autumn hike that occurred in early October. Executive Director Gullo also notified the Committee that a Personnel Resolution would be going before the Board of Directors at their October meeting for the creation of two new staff positions.

XI. ADJOURNMENT AND ANNOUNCEMENT OF THE NEXT MEETING.

There being no further comments or business to discuss Chair Nazaroff adjourned the meeting at 8:34 p.m. The next regularly scheduled meeting is on November 18, 2025.

AGENDA ITEM VII

MEMORANDUM

Meeting Date: January 13, 2026

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item VII. Receive and file recognition of Authority volunteers of the year: Lee Willard, Bruce Everett and Ric Opalka.

Background:

Three outstanding volunteers -- Lee Willard, Bruce Everett and Ric Opalka -- were recognized for their valuable contributions for the Authority in December.

As you know, our volunteers' time is extremely valuable in helping the Authority maintain its trails, host Meetup.com and lead public hikes. The Authority volunteer program is made up of a group of trained and very talented and conscientious individuals that are helping to promote the agency's mission and stewardship of the Authority's Puente Hills Preserve.

The attached is a description of the volunteer-of-the-year award winners and their valuable contributions. We ask that the volunteers contribute at least 48 hours annually, and all of these recognized volunteers contributed many more than that this past fiscal year.

Attachment:

Description of awarded volunteers

Recommendation:

Receive and file information about the above volunteers receiving special recognition.

PUEENTE HILLS HABITAT PRESERVATION AUTHORITY

2025 VOLUNTEER AWARD RECIPIENTS

SPECIAL RECOGNITION FOR CONTRIBUTIONS

Ric Opalka, Overall Volunteer of the Year

Ric Opalka is a Fullerton resident who finds the time to hike and trail watch in the Preserve. Ric started logging volunteer hours with the Habitat Authority in 2020, and has donated 530 hours of his time to date. This past fiscal year he put in the most volunteer hours overall by logging 178 hours, primarily as co-lead for the bi-weekly Powder Canyon 10,000 Steps Hike and tabling at community events. His dedication is tireless and his love for the outdoors is inspiring. We don't know how he does it, but we very much appreciate it!

Bruce Everett, Docent of the Year

Bruce Everett, a Hacienda Heights resident and retired neurosurgeon, has been a volunteer with the Habitat Authority since 2010. He has said that he volunteers because he doesn't want to sit around in his bathrobe during his retirement. That said, we can't imagine Bruce sitting down at all! Bruce provides many photographs to staff of the Preserve, and each year generously donates calendars with Preserve photographs. Despite being an active world traveler, he still has time for the Habitat Authority, and has accumulated over 154 volunteer hours this year. He is active in trail watch, 10,000 Steps Hike, monthly hikes, and other special hikes. He is a wealth of knowledge, and fosters stewardship in his audience with each hike he leads.

Lee Willard, Trail Watcher of the Year

Lee Willard lives in Whittier and first began volunteering for the Habitat Authority in 2011 as a docent. The following year he completed Trail Watch training and has since spent countless hours hiking the trails. Lee loves our hills and has long been active with Hills for Everyone, Friends of the Whittier Hills and Sierra Club. In 2012, 2018, & 2023 Lee was awarded our Trail Watch Volunteer of the Year. This past year he donated 133 precious hours helping the rangers keep the Preserve trails safe and clean. His tireless dedication is an undeniable asset to our Trail Watch program, and we greatly appreciate his service!

AGENDA ITEM VIII

MEMORANDUM

Meeting Date: January 13, 2026

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item **VIII. Discussion regarding Authority communication outreach efforts.**

Background:

Approved at the September Board of Directors meeting was a contract with Authority consultant mPR for outreach services to inform communities about the Authority's work and also to keep them updated about efforts involving Measure PH. The scope includes consulting support services with social media, newsletters, print mailers, and other communication services for one year. Staff and Director Garcia have been coordinating efforts with mPR to develop and deliver services.

The overview presentation at the meeting will be an introduction and background for the Committee about the current and future efforts moving forward. The contract with mPR is for twelve months.

Fiscal Impact:

None

Recommendation:

This is an informational item.

AGENDA ITEM IX

MEMORANDUM

Meeting Date: January 13, 2026

To: Citizens Technical Advisory Committee

Prepared by: Michelle Mariscal, Ecologist

Through: Andrea Gullo, Executive Director

Agenda Item: **IX. Discussion and recommendation to the Board of Directors to approve a letter of support addressed to the California Fish and Game Commission for listing a distinct population segment of mountain lion in southern and central coastal California as a threatened species under the California Endangered Species Act.**

Background:

On June 25, 2019 a petition to list six mountain lion populations inhabiting southern and central coastal California as threatened or endangered under the California Endangered Species Act (CESA) was filed by the Mountain Lion Foundation and Center for Biological Diversity to the California Fish and Game Commission (Commission). The petition cited published scientific literature which confirmed the genetic isolation of mountain lions in southern California and estimated extirpation of those populations within the next 15 years if protective measures are not put into place. The population at risk for extinction in the Puente Hills is identified as the Santa Ana Mountains population. Attached is a map of the geographic distributions of the candidate populations.

In July 2019, the Commission transmitted the petition to California Department of Fish and Wildlife (Department) for review. The Department evaluated the petition and all available information and determined that sufficient scientific information was available to warrant the petitioned action. In February 2020, the Commission received the Department's written evaluation and recommendation to accept the petition for further consideration, and in April 2020, the Commission found that sufficient information existed to indicate the petitioned action may be warranted and accepted the petition for consideration. The Habitat Authority submitted a letter of support to the Commission prior to this meeting.

The Department has since reviewed the status of the species and submitted a report of its findings to the Commission in December 2025. Although the petition sought to list specific mountain lion populations as one or more evolutionarily significant units (ESUs), the Department concluded that the populations are more appropriately analyzed as a distinct population segment (DPS). The Department found that the mountain lion population

composed of the six petitioned genetic populations is discrete, significant, and imperiled; therefore, it recommended that the Commission list a DPS of mountain lions, largely coinciding with the petitioned area, as threatened. Based on these findings, the Commission will make a final determination on whether to list the species as threatened under the California Endangered Species Act at its February meeting, scheduled for February 11–12, 2026.

Recommendation:

That the Committee recommend to the Board of Directors that they approve the attached letter of support.

Attachments:

Draft letter of support

Map of population geographic distributions



Andrea Gullo
Executive Director



Puente Hills Habitat Preservation Authority

Endowment Provided by the Puente Hills Landfill

MEMBERS OF THE BOARD OF DIRECTORS

Ivan Sulic
Chair
County of Los Angeles

Mary Ann Pacheco
Vice Chair
City of Whittier

Robert Ferrante
Director Sanitation Districts of
Los Angeles County

Cassandra Garcia
Director
Hacienda Heights

January 15, 2026

DRAFT

Erika Zavaleta, President
California Fish and Game Commission
P.O. Box 944209
Sacramento, CA 94244-2090
fgc@fgc.ca.gov

Subject: Letter of support for listing a distinct population segment of mountain lion in southern and central coastal California as a threatened species under the California Endangered Species Act

Dear President Zavaleta and Members of the Commission:

The Puente Hills Habitat Preservation Authority (Habitat Authority) writes to express SUPPORT for listing a distinct population segment of mountain lion in southern and central coastal California as a threatened species under the California Endangered Species Act.

The Habitat Authority is a joint powers authority established pursuant to California Government Code Section 6500 *et seq.* with a Board of Directors representing the City of Whittier, County of Los Angeles, Sanitation Districts of Los Angeles County, and a representative from the community of Hacienda Heights. According to its mission, the Habitat Authority 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 the biological diversity. Additionally, the agency endeavors to provide opportunities for outdoor education and low-impact recreation. The Habitat Authority owns and/or manages over 3,890 acres which comprise the Puente Hills Preserve in which over \$100 million of public funds have been invested.

The Habitat Authority's Puente Hills Preserve is the western anchor of the Puente-Chino Hills Wildlife Corridor, which is biologically connected in the east to Chino Hills State Park and the Santa Ana Mountains. We are very concerned about recent research findings indicating severe inbreeding issues with the population of mountain lions inhabiting the Santa Ana Mountains, as this is the source population for individuals that utilize the Puente-Chino Hills Wildlife Corridor and contribute to the ecological balance of Habitat Authority-managed publicly owned open space. Mountain lions have been the focus of considerable regional investment and collaborative efforts aimed at maintaining habitat connectivity to ensure ecosystem integrity. Failure to adequately protect this species, given the myriad threats outlined in the Petition, will undermine those significant efforts.

In December 2025, the California Department of Fish and Wildlife (Department) completed its status review and determined that the mountain lion population composed of the six petitioned genetic populations is discrete, significant, and imperiled; therefore, it recommended that the Commission list a distinct population segment (DPS) of mountain lions, largely coinciding with the petitioned area, as threatened. We strongly agree with the Department's determination and recommendation.

The Habitat Authority respectfully requests that the members of the Commission consider the Department's recommendation and make a final determination in favor of listing mountain lion as a threatened species at their upcoming February meeting.

Sincerely,

DRAFT

Ivan Sulic
Chair, Board of Directors

C: Habitat Authority Board of Directors and Advisory Committee

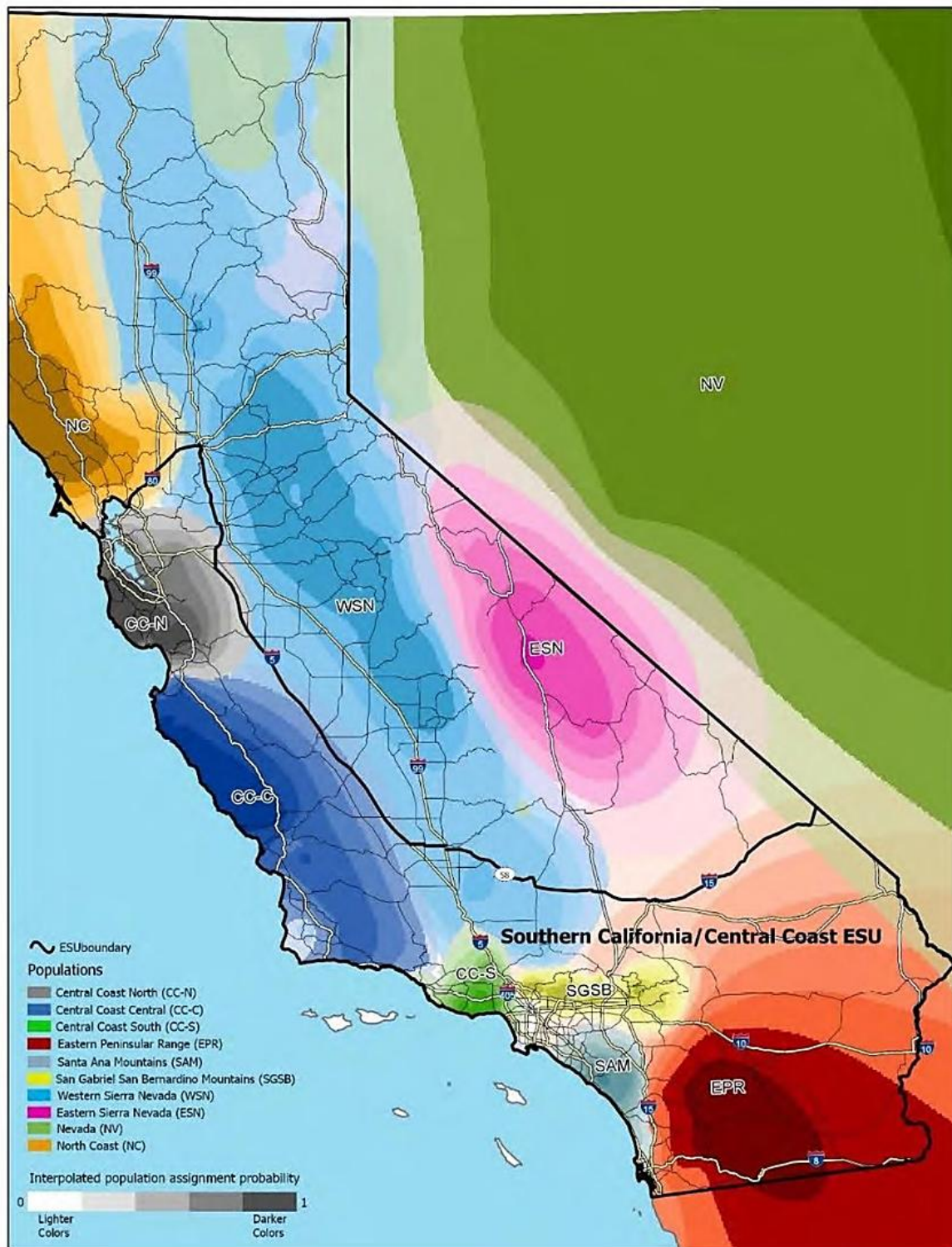


Figure 1. Fine-scale genetically discernible mountain lion populations and major roadways in California based on data collected from 1992 to 2016 (genetic information from Gustafson et al. 2019). Black line outlines the petitioned Southern California/Central Coast ESU boundary. This figure is from the Petition, Figure ES 1.

AGENDA ITEM X

MEMORANDUM

Meeting Date: January 13, 2026

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item X. Discussion and recommendation to the Board of Directors authorizing Executive Director to execute State of California Department of Forestry and Fire Protection (CAL FIRE) Office of the State Fire Marshal GRANT AGREEMENT 5GG25218 between CalFire and the Authority for project “Puente Hills Fuels Reduction – Maintenance” in the amount of \$168,000.

Background:

Authority staff applied for and was awarded a grant from the California Department of Forestry and Fire Protection (CalFire) in the amount of \$168,000. This grant funding will offset the Authority budgets by \$150,000 for at least 73.5 acres of annual wildfire prevention/fuels reduction activities in Whittier and Hacienda Heights. An additional \$18,000 from the grant is for overhead/administrative costs.

Above and beyond the 73.5 acres of clearance efforts, any remaining funding would be used for dead tree clearance in the urban wildland interface and/or clearance along emergency access routes in Whittier and Hacienda Heights. The grant request was limited to these communities to reduce administrative management given limited staff resources, and because fuel clearance costs for these communities are fixed for multiple years. The contract for these annual services in La Habra Heights will expire this spring, making grant budget projections uncertain.

Staff was notified on December 30, 2025 of the grant award, and has until January 30, 2026 to execute the agreement. Attached is the grant agreement which includes the grant application as an attachment.

Fiscal Impact: This grant will positively benefit the agency budgets for this and next fiscal year.

Attachment: Grant Agreement 5GG25218

Recommendation: That the Committee recommend that the Board of Directors authorize the Executive Director to execute CAL FIRE GRANT AGREEMENT 5GG25218 between CalFire and the Authority for project “Puente Hills Fuels Reduction – Maintenance” in the amount of \$168,000.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



December 30, 2025

Andrea Gullo
Puente Hills Habitat Preservation Authority
7333 Greenleaf Ave.
Whittier, CA 90602

5GG25218; Puente Hills Habitat Preservation Authority, "Puente Hills Fuels Reduction - Maintenance"

This Agreement cannot be considered binding on either party until approved by appropriate authorized CAL FIRE designee. No services should be provided prior to approval, as the State is not obligated to make any payments on any Agreement prior to final approval. FAILURE TO RETURN ALL DOCUMENTS BY DATE BELOW MAY RESULT IN LOSS OF FUNDING.

Please contact Dan Sanchez at (323) 855-0084 if you have questions concerning services to be performed.

1. ☒ Full grant agreement including terms and conditions, project grant application form, scope of work, budget, map, and other exhibits enclosed. Please sign, scan, and return the agreement to Satoshi Okuno at Satoshi.Okuno@fire.ca.gov no later than **January 30, 2026**.

Alternatively, you may opt to print (single sided), sign in blue ink, and return the agreement with original signature to:
CAL FIRE
Attn: Grants Management Unit/CCI –Wildfire Prevention
P.O. Box 944246
Sacramento, CA 94244-2460

In order to expedite your agreement, a scanned/electronic copy of the agreement is preferred.

2. ☐ Enclosed for your record is one fully executed copy of the agreement referenced above. When billing for services performed under this agreement, your invoices must reference the agreement number above and be submitted to the contract manager.

Thank you,

Satoshi Okuno
Grants Analyst
Grants Management Unit

CC: Dan Sanchez
Southern Region Grants
Nadine Scarbrough

Enclosures

State of California
Department of Forestry and Fire Protection (CAL FIRE)
Office of the State Fire Marshal
GRANT AGREEMENT

APPLICANT: Puente Hills Habitat Preservation Authority

PROJECT TITLE: Puente Hills Fuels Reduction – Maintenance

GRANT AGREEMENT: 5GG25218

PROJECT PERFORMANCE PERIOD is from date of latter signature by CAL FIRE Deputy Director or Grantee through February 15, 2029.

Under the terms and conditions of this Grant Agreement, the applicant agrees to complete the project as described in the project description, and the State of California, acting through the Department of Forestry & Fire Protection, agrees to fund the project up the total state grant amount indicated.

PROJECT DESCRIPTION: The project will reduce the risk of wildfires to habitable structures and communities of Whittier and Hacienda Heights by maintaining approximately 73.5 acres of wildland urban interface defensible space and contribute to reducing the fuel load with removal of dead, dying, and/or hazardous trees and/or fuels reduction of emergency access routes. The Puente Hills are surrounded by over 20,000-100,000 homes.

Total State Grant not to exceed \$ **168,000.00** (or project costs, whichever is less).

**The Special and General Provisions attached are made a part of and incorporated into this Grant Agreement.*

Puente Hills Habitat Preservation Authority

**STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION**

Applicant

By

Signature of Authorized Representative

Print Name/

Title:

By

Title: **Frank Bigelow, Deputy Director**

Date

Date

CERTIFICATION OF FUNDING

GRANT AGREEMENT NUMBER 5GG25218	PO ID	SUPPLIER ID 0000183200
FUND 3228	FUND NAME Greenhouse Gas Reduction Fund	
PROJECT ID N/A	ACTIVITY ID N/A	AMOUNT OF ESTIMATE FUNDING \$ 168,000.00
GL UNIT 3540	BUD REF 601	ADJ. INCREASING ENCUMBRANCE \$ 0.00
PROGRAM NUMBER 2470010	ENY 2021	ADJ. DECREASING ENCUMBRANCE \$ 0.00
ACCOUNT 5340580	ALT ACCOUNT 534058000	UNENCUMBERED BALANCE \$ 168,000.00
REPORTING STRUCTURE 35405909	SERVICE LOCATION 96217	

Acknowledged - I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.

Certification of CAL FIRE Accounting Officer

Date

TERMS AND CONDITIONS OF GRANT AGREEMENT

1. This Agreement is entered into between the State of California, by and through the California Department of Forestry and Fire Protection ("CAL FIRE" or "the State") and Puente Hills Habitat Preservation Authority ("Grantee"), collectively referred to as "Parties", pursuant to California Public Resources Code section §4799.05.
2. **Grant Funds.** Subject to the availability of grant monies, the State hereby grants to Grantee a sum not to exceed \$168,000.00. Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.
3. **Project.** The State is entering into this agreement, and the Grant Funds shall be used, only for the purpose of Grantee's performance of the Project generally described on the cover page to this Agreement and as more fully described in the Project Scope of Work. Any amendment to the Project Scope of Work must be approved by the State in writing in accordance with Section 29.
4. **Agreement and Exhibits.** The Parties accept and agree to the terms and conditions of this Agreement, the Exhibits set forth below, the Grant Guidelines, Grantee's application for Grant Funds, and all other documents which may later be approved in writing by both Parties relating to this Agreement, all of which are hereby incorporated by reference and made part of this agreement as though set forth in full herein. The marked Exhibits are attached to this Agreement:

- ☒ Exhibit A: Project Scope of Work
- ☐ Exhibit B: Project Timeline
- ☒ Exhibit C: Project Budget Detail
- ☒ Exhibit D: Project Map
- ☐ Exhibit E: Equipment Depreciation Schedule
- ☒ Exhibit F: California Climate Investments Addendum
- ☐ Exhibit G: GHG Emissions Workbook
- ☐ Exhibit H: Limited Waiver of Sovereign Immunity

In the event of conflicting terms among the documents forming this Agreement, the order of control is first this Agreement, then the Exhibits, then the Grant Guidelines, and then the Application.

5. **Term of Agreement.** The term of this Agreement shall be the Project Performance Period.
6. **Authority to Sign.** Each party to this Agreement represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of the entity they represent, and that the person executing this Agreement on its behalf has the full capacity to bind that entity. At CAL FIRE's request, Grantee must provide CAL FIRE with evidence satisfying CAL FIRE that

the execution, delivery, and performance of this Agreement have been authorized by all necessary organizational action by Grantee.

7. Definitions

- a. "Advance Payments" means Grant Funds provided to Grantee before the associated work has been performed.
- b. "Agreement" means this grant agreement number 5GG25218, including each of the documents described and incorporated by reference into this Agreement in Section 4.
- c. "Effective Date" means the later of the date the Agreement is executed by the State or Grantee.
- d. "Equipment" means personal property Grantee needs to perform the Project that has (1) a \$5,000 or more per unit cost, and (2) a tangible useful life of more than one year.
- e. "Grant Funds" means the money described in Section 2 that is provided by the State to the Grantee pursuant to this Agreement and includes any interest paid to Grantee from the deposit of any Advance Payments awarded to Grantee.
- f. "Grant Guidelines" are the California Department of Forestry and Fire Protection Wildfire Prevention Program Grant Guidelines 2025-2026, which are available on the CAL FIRE website.
- g. "Other Sources of Funds" means all matching fund sources, excluding Program Income, that are required or used to complete the Project beyond the Grant Funds provided by this Agreement.
- h. "Project" means the work described in the Project Scope of Work and this Agreement.
- i. "Project Budget Detail" means the approved budget plan.
- j. "Project Completion Date" means the date specified on the cover page to this agreement.
- k. "Program Income" means income that is generated directly by Grantee's performance of the Project, including any interest earned on Advance Payments.

- l. "Project Performance Period" means the Effective Date through the earlier of the Project Completion Date or the date this Agreement is terminated pursuant to Section 20 below.
- m. The term "Project Scope of Work" as used herein means the individual scope of work describing in detail the approved tasks, which is attached hereto as Exhibit B.
- n. "Subrecipient" means an entity that either receives Grant Funds from Grantee as part of a block grant or a subcontractor who is paid by a Grantee with Grant Funds.

8. Project Representatives

The project representatives during the term of the Agreement will be:

The State: CAL FIRE	Grantee: Puente Hills Habitat Preservation Authority
Section/Unit: LAC	Section/Unit: N/A
Attention: Dan Sanchez	Attention: Andrea Gullo
Mailing Address: County of Los Angeles Fire Department 12605 Osborne Street Pacoima, CA 91131	Mailing Address: 7333 Greenleaf Ave. Whittier, Ca 90602
Phone Number: (323) 855-0084	Phone Number: (562) 945-9003
Email Address: Daniel.Sanchez@fire.lacounty.gov	Email Address: info@habitatauthority.org

Individuals authorized to sign agreements, amendments and submit invoices on behalf of Grantee are:

1. NAME, TITLE: _____

2. NAME, TITLE: _____

Changes to the project representatives during the term of the Agreement shall be made in writing, and no amendment to this Agreement shall be necessary. Notice shall be sent to the designated representative for all notice provisions of this Agreement.

9. Project Execution

- a. **Project Commencement.** Grantee shall not begin work on the Project prior to the Effective Date. Any work started prior to the Effective Date will not be eligible for funding under the terms of this Agreement.
- b. **Project Completion.** Grantee shall complete the Project before the Project Completion Date, unless an amendment has been approved in writing by the State as provided in Section 29. Requests for an extension of the Project Completion Date as well as any other formal amendment requests must be made no less than 60 days before the then-effective Project Completion Date, unless this requirement is waived in writing by the State. Work completed after the Project Completion Date is not eligible for funding under the terms of this Agreement.
- c. **The State's Right of Access.** Grantee shall permit periodic site visits by representative(s) of the State to ensure program compliance, and that work is in accordance with this Agreement, including a final inspection upon Project completion.
- d. **Independent Capacity of Grantee.** Grantee, and the agents and employees of Grantee, in the performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents, of the State.
- e. **Subrecipients.** If Grantee desires to accomplish any part of the Project through the use of subrecipients, the following conditions must be met: (1) Grantee shall require, and is solely responsible for ensuring, that all subrecipients comply with all applicable terms of this Agreement; and (2) agreements between the Grantee and a subrecipient must be in writing. Nothing contained in this Agreement, or otherwise, shall create any contractual relationship between the State and any of Grantee's subrecipients and no contract or subcontract shall relieve Grantee of its responsibilities and obligations under this Agreement. Grantee agrees to be as fully responsible to the State for the acts and omissions of its subrecipients and of persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its subrecipients is an independent obligation from the State's obligation to make payments to Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any of Grantee's subrecipients. If a subrecipient is entitled by law to record a lien against any property or improvements funded by this Agreement, the State may require Grantee to obtain a waiver and release of such lien or take other appropriate action to ensure the lien is released, prior to the Project Completion Date or the date this Agreement is terminated pursuant to Section 20 below, whichever is earlier.

10. Grantee Responsibilities

- a. **Grantee Skill and Care.** In performing work under this Agreement, Grantee shall exercise the degree of skill and care required by customarily accepted professional practices and procedures for the type of work performed.
- b. **Grantee Responsible for Project.** The Project is the sole responsibility of Grantee. The State undertakes no responsibilities to Grantee, or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of Grantee, as is the responsibility for any claim or suit of any nature by any third party related in any way to the Project. Review or approval by the State of any Project plans, specifications, or other documents is solely for the purpose of proper administration of Grant Funds by the State and shall not relieve Grantee of the obligation to carry out any requirements of this Agreement, in accordance with applicable law or any other standards ordinarily applied to such work or activity.
- c. **Permits and Compliance with Laws.** Grantee shall comply fully, and require any of its agents, employees, or subrecipients to comply fully, with all applicable federal, State, and local laws, ordinances, regulations, and permits. Grantee shall provide evidence, upon request, that all necessary local, State, or federal permits, licenses, registrations, and approvals have been secured for the Project. Grantee shall maintain compliance with such requirements throughout the Project Performance Period. The costs associated with legal compliance may be reimbursed under this Agreement only to the extent authorized by the Project Budget Detail.
- d. **Misuse of Public Funds Prohibited.** Grantee or anyone acting on behalf of Grantee shall not engage in fraud, waste, or the abuse of Grant Funds in violation of California Penal Code section 424 *et seq.* Grantee shall cooperate in any investigation of such activities that are suspected in connection with this Agreement.
- e. **Private Benefit Prohibited.** Recipients of Grant Funds shall receive no more than the fair market value of an arm's length transaction for any goods or services provided under this Agreement. Grantee shall provide evidence to the State upon request of compliance with this Section 11.e. Violation of this Section 11.e. will result in a violation of California Penal Code section 424, subd. a.
- f. **Conflicts of Interest Prohibited.** Grantee shall comply with the requirements of Government Code sections 1090 and 87100 and Public Contracts Code sections 10410 and 10411. Grantee represents that no person who, as an officer, employee, or agent of the State participated in the preparation or creation of, or determination to award, this Agreement shall for compensation or personal benefit serve as an agent or employee of Grantee in the

performance of this Agreement. Grantee and the State hereby acknowledge that:

- i. **Current State Officers or Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- ii. **Former State Officers or Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

A violation of any provision of this Section 10.f. shall render this Agreement void and may result in Grantee being required to disgorge any payments made prior to discovery of the violation under Government Code section 1092 and Public Contracts Code section 10420. If Grantee has any questions about compliance with conflicts of interest laws, Grantee should consult the California Fair Political Practices Commission or a qualified attorney.

- g. **California Environmental Quality Act.** Activities funded by this Agreement must comply with the California Environmental Quality Act (CEQA) (California Public Resources Code section 21000, et. seq. Title 14, California Code of Regulations, section 15000 et. seq.). Sufficient evidence of CEQA compliance must be provided by Grantee and approved by the State before any work that could impact the environment (e.g. cutting, piling or burning bush, masticating, dozer work, etc.) may proceed, and no later than one year following the Effective Date unless a longer time is approved in writing by CAL FIRE. The State may make Grant Funds available in advance of CEQA compliance for Project activities that do not have the potential to cause an environmental impact (e.g. project planning, locating, and marking property or project boundaries, engaging with landowners, etc.).

If CEQA compliance is not complete by the Effective Date, once the State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project, or not to fund the Project. Should the State decide not to fund the Project, this Agreement shall be terminated in accordance with Section 20 below.

- h. **Nondiscrimination.** The State of California prohibits discrimination in all its programs and activities on the basis of race, color, national origin, ancestry, age (over 40), physical or mental disability (including HIV and AIDS), medical condition (including cancer), reproductive health decision- making, sex, gender, gender identity, gender expression, marital status, sexual orientation, genetic information, religion, political beliefs, reprisal, use of family-care leave, medical-care leave or pregnancy-disability leave, military or veteran status, or because all or part of an individual's income is derived from any public assistance program. Grantee shall not discriminate, harass, or allow harassment against any person on any of these bases, and shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. Grantee hereby certifies, unless specifically exempted, compliance with Government Code 12990(a-f) and California Code of Regulations, Title 2, Division 4, Chapter 5 in matters relating to reporting requirements and the development, implementation and maintenance of a Nondiscrimination Program. Grantee shall include the nondiscrimination and compliance provisions of this Agreement in all contracts and subcontracts related to the Project.
- i. **Union Organizing.** In accordance with California Government Code sections 16645-16649, by signing this Agreement Grantee certifies that:

 - i. No State funds disbursed by this grant will be used to assist, promote, or deter union organizing.
 - ii. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures, and shall provide those records to the Attorney General upon request.
- j. **Drug-Free Workplace Certification.** In accordance with the Drug-Free Workplace Act of 1990 (California Government Code section 8350 *et seq.*), by signing this Agreement Grantee hereby certifies that Grantee, and each of its Subrecipients, will provide a drug-free workplace by taking the following actions:

 - i. Publish a Statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions to be taken against employees for violations of this prohibition.

- ii. Establish a drug-free awareness program to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- iii. Provide that every employee who works on the Project:
 - 1. Will receive a copy of the company's drug-free policy the Statement; and
 - 2. Will agree to abide by the terms of the company's the Statement as a condition of employment on the Project.
- iv. In addition to other remedies available at law or in equity, or in this Agreement, Grantee may be ineligible for award of any future State contracts if the State determines that any of the following has occurred: (1) Grantee has made false certification or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

13. **Project Costs and Payment Documentation**

- a. **Funding Disbursements.** State's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to satisfactory compliance with and completion of all of the conditions contained in this Agreement. Payment by the State shall be made in arrears, except for any Advance Payments authorized pursuant to Section 13.f below which are not made in arrears, after receipt of an acceptable invoice and approval by a duly authorized representative of the State. For services satisfactorily rendered, and upon receipt and approval of invoices for payment, the State agrees to compensate Grantee for actual expenditures incurred in accordance with the rates and activities specified in the Final Project Budget Detail, Application, Scope of Work and Exhibits made a part of this Agreement.
- b. **Disbursement Requests.** Grantee shall submit, in arrears, not more frequently than once a month and at least quarterly an invoice to the State for costs paid by Grantee pursuant to this Agreement. In the event no expenses are incurred, Grantee shall identify that no costs have been incurred within the respective quarterly progress report in lieu of submitting a zero-balance invoice. A final invoice shall be submitted no later than 30 days after the Project Completion Date or termination of this Agreement, whichever occurs earlier. Each invoice shall contain the following information: the Agreement

- number, the dates or time period during which the invoiced costs were incurred, signature of an authorized representative of Grantee, expenditures for the current invoice and cumulative expenditures to date by major budget category (e.g., salaries, benefits, supplies, etc.), Program Income, match funds when applicable, and appropriate supporting documentation consistent with the Eligible Costs section of the Grant Guidelines. Grantee shall submit each invoice for payment electronically using the grants management system identified by CAL FIRE. Hard copy submissions will not be accepted.
- c. **Final Payment.** Final payment to Grantee may not be made until the STATE determines the Project conforms substantially to this Agreement.
 - d. **Expiration of Grant Funds.** Grant Funds in this Agreement have a limited period in which they must be expended. All Grantee expenditures must occur prior to the Project Completion Date.
 - e. **Grantee Expenditures.** Except as otherwise provided herein, Grantee shall expend Grant Funds in the manner described in the Budget approved by the State. The dollar amount of an item in a budget category may be increased or decreased through reallocation of funds from other budget categories with approval by the State; this request may be processed via the Grants Software. Any increase or decrease of more than ten percent (10%) of the total Grant Funds of a budget category must be accomplished through an amendment to this Agreement in accordance with paragraph 29 of this Agreement before any such increase or decrease is made.
 - f. **Advance Payments.** Notwithstanding any of the provisions stated within this Agreement, the State may at its discretion, and subject to statutory requirements, make Advance Payments from the Grant Funds to the Grantee (if eligible). Advance payment made by the State shall be subject to the following provisions:
 - i. Grantee shall submit a written request identifying how Advance Payments will be used over a six-month period. The written request must be accompanied by an invoice that contains the same level of detail as a regular invoice.
 - ii. Grantee shall file an accountability report with State four months from the date of receiving the funds and every four months thereafter.
 - iii. Multiple advance payments may be made to a Grantee over the life of a project.
 - iv. No single advance payment shall exceed 25% of the Grant Funds. For grants funding equipment, where program allows, the maximum advance request may be increased up to 50% of the Grant Funds or cost of equipment purchase, whichever is less.
 - v. Advance Payments must be spent on eligible costs within six months of receipt.

- vi. Grantee may request additional time to spend Advance Payments but such request must be approved in writing by the State.
 - vii. All work under an Advance Payment must be fully liquidated via an invoice and supporting documentation and completed to the State's satisfaction before another Advance Payment will be made.
 - viii. Any Advance Payment received by a Grantee and not used for project eligible costs within six months or another time period approved by State shall be returned to the State. The amount will be returned to the grant balance.
 - ix. Advance Payments must be deposited into an interest-bearing account that is insured by the Federal Deposit Insurance Corporation. Any interest earned on Advance Payments must be accounted for and used to offset the costs of the Project or returned to the State.
- g. **Disbursements made in error.** The Grantee shall immediately reimburse or credit the State at State's discretion for any overpayment of an invoice or other erroneous disbursement when either party determines an overpayment or erroneous disbursement was made.
- h. **Project Income.** Grantee shall report to the State any Project Income earned during the Project Performance Period. Project Income shall be used to offset the costs of the Project, returned to the State, or, if approved in writing by the State, used for other purposes that benefit the public.
14. **Equipment.** Only Equipment that is identified in the Budget approved by the State may be purchased using grant funds. If Grantee determines that additional Equipment is necessary to complete the Project, Grantee must obtain prior written approval by the State to purchase such equipment, and such approval may be provided at the State's sole discretion. Equipment purchased using Grant Funds, wholly or in part, must be used by the Grantee for the Project for which it was acquired. State retains a vested interest in the equipment for the useful life of the equipment, even after completion of the Project. Upon the Project Completion Date or termination of this Agreement, whichever occurs earlier, Grantee shall provide to State a written disposition plan of the Equipment detailing how the equipment will be used to further the Project purposes or to the public's benefit. Such disposition must be approved in advance by State. Equipment purchased using Grant Funds cannot be used as collateral, financed, or sold without prior written approval from the State.
15. **Budget Contingency Clause.** State shall not be obligated to disburse any unpaid portion of the Grant Funds unless and until sufficient funds are appropriated for the fiscal years covered by this Agreement through the State budget process for the purpose of this Agreement. State shall notify Grantee in writing if it is unable to disburse funds for these reasons. No invoice submitted prior to the appropriation or release of such funds to State shall be effective. If funding for this Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the

Department of Finance or State Treasurer's Office, State at its sole discretion may suspend or terminate the Agreement pursuant to Section 21 or amend the Agreement to reflect any reduction of funds. State will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.

16. Project Administration

- a. Grantee shall use any generally accepted accounting system.
- b. Grantee must report to the State all Other Sources of Funds, including Program Income. If this provision is deemed to be violated, the State will request an audit of Grantee and can delay the disbursement of funds until the matter is resolved.
- c. Grantee shall promptly submit written progress reports, and any and all records, as the State may request throughout the term of this Agreement.
- d. Grantee shall submit a final project report, final invoice with associated supporting documentation, and copies of materials developed using Grant Funds, including but not limited to plans, educational materials, etc. within 30 days of the Project Completion Date.

17. Project Records

- a. Grantee shall retain all records described in Section 17(c) below for three (3) years after final payment by the State. In the case an audit occurs, all such records shall be retained for one (1) year from the date the audit is completed or three (3) years after final payment by the State, whichever date is later.
- b. Grantee shall maintain satisfactory financial accounts, documents, and records for the Project and make them available to the State for review during reasonable times. This includes the right to inspect and make copies of any books, records, or reports of Grantee pertaining to this Agreement or matters related thereto.
- c. Grantee shall keep such records as the State shall prescribe, including, but not limited to, records which fully disclose (a) the disposition of the Grant Funds, (b) the total cost of the Project, (c) the amount and nature of that portion of the Project cost supplied by other sources, and (d) any other such records as will facilitate an effective audit. All records shall be made available to CAL FIRE, other State of California agency, or other entity as determined by the State of California for auditing purposes at reasonable times.

18. **Audits.** During the three-year period after final disbursement, unless a longer retention period has been specified by the State, Grantee shall make, or cause to be made, records relating to this Agreement available to State or other duly authorized representatives of the State of California for inspection, copying, and

audit purposes during normal business hours. Records may be required to be disclosed electronically if so requested by State or its representative. The audit shall be confined to those matters connected with this Agreement. Grantee and its Subrecipients shall cooperate fully with the audit including, but not limited to, providing access to its staff, books, records, accounts, or other materials as requested.

In the event of a negative audit finding, including expenditures not properly documented or not allowed, Grantee may be required to take action specified in or consistent with the audit finding, including repayment of Grant Funds.

19. **Public Records and Confidentiality.** The Parties acknowledge that, except with respect to records that are exempt from disclosure by an express provision of law, the State must disclose public records upon request pursuant to the California Public Records Act, Government Code section 7920.000 *et seq.* During performance of this Agreement each party may come into possession of information or data that may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act. State agrees not to disclose such information or data furnished by Grantee and to maintain such information or data as confidential when such information or data has been designated confidential by Grantee in writing at the time it is furnished to State, but only to the extent that such information or data is exempt from disclosure under the California Public Records Act.
20. **Rights in Intellectual Property.** Grantee retains title to all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, other written or graphic work, or patentable ideas (collectively, "Intellectual Property") produced in the performance of this Agreement, except that State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any non-profit, noncommercial purposes and to authorize others to do so. If any Intellectual Property is copyrightable, Grantee may copyright the same, except that State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
21. **Project Termination or Suspension**
 - a. **Termination before Project Commencement.** Before any work funded by this Agreement begins, this Agreement may be terminated by the State or Grantee upon 30-days written notice to the other party.
 - b. **Termination by Mutual Consent.** During the Project Performance Period and the Long-term Management Period, this Agreement can be terminated at any time by mutual written consent of both Parties. Upon mutual termination, both Parties will work cooperatively to identify the date of termination, which shall not be less than 30-days after either Party gives notice to the other of its

desire to terminate the agreement, resolve any outstanding financial obligations, and bring the work specified in this Agreement to closure.

- c. **Termination for Cause.** During the Project Performance Period, if State determines Grantee has made a material misrepresentation, violated this Agreement, failed to fulfill its obligations under this Agreement, or otherwise determines there is cause to do so, including State's determination that funds are unavailable as described in Section 15, State can terminate this Agreement by providing Grantee with a written notice of termination (Notice of Termination) specifying the date of termination.
- d. **Grantee's duties upon Termination.** In the event of termination, on the date mutually agreed upon or on the date specified in the Notice of Termination, Grantee shall stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. Grantee shall immediately provide State with an accounting of all funds received under this Agreement and return any Grant Funds, including but not limited to Advance Payments, received under this Agreement that have not been previously expended to provide the services outlined within this Agreement. At its discretion, State may reimburse to Grantee any eligible, reasonable, and non-terminable obligations and costs incurred by Grantee in the performance of this Agreement prior to termination, but only up to the undisbursed balance of funding authorized in this Agreement. In the event of a Notice of Termination, Grantee shall be liable for prompt repayment of all amounts disbursed under this Agreement, including Advance Payments plus accrued interest, and any further costs related to the Project. State may, at its sole discretion, consider extenuating circumstances, including whether Grantee's failure to fulfill its obligations was due to no fault of Grantee, and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies State may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.
- e. **Suspension and Stop Work Orders.** State may suspend this Agreement at any time upon reasonable written notice to Grantee. Any notice suspending work under this Agreement shall remain in effect until State authorizes work to resume by giving further written notice to Grantee. In the event of a suspension, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs under this Agreement. At its discretion, State may reimburse to Grantee any eligible, reasonable, and non-cancelable obligations and costs incurred by Grantee in the performance of this Agreement prior to suspension, but only up to the undisbursed balance of funding authorized in this Agreement.
- f. **Notice to Subrecipient of Termination and Suspension.** Grantee shall include in any written agreement with any Subrecipient retained for work under this Agreement a provision that entitles Grantee to suspend or

terminate the agreement with the Subrecipient with written notice and on terms and conditions that are consistent with this Section 21.

22. **Hold Harmless**

- a. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of or incident to the Project and the performance of this Agreement. This obligation shall run in perpetuity.
- b. Grantee waives any and all rights to any type of express or implied indemnity or right of contribution from the State, its officers, agents, or employees for any liability resulting from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of State, its officers, agents, or employees. If Grantee is a public entity, Grantee waives any right to indemnity (see Government Code Section 895.2) and contribution (see Government Code Section 895.6) from the State as set forth in Government Code Section 895.4.

23. **Remedies for Grantee's Breach of Agreement.** In the event of a breach by Grantee, in addition to any and all other remedies available at law or in equity, State may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds, including Advance Payments, that were disbursed.
24. **Cost Recovery.** Any costs incurred by State in enforcing the terms of this Agreement where State is the prevailing party, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.
25. **Severability.** If any provision of this Agreement is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
26. **Waiver of Agreement Terms.** No term or provision of this Agreement will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether expressed or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.
27. **Assignment.** No assignment or transfer of this Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State in writing and made subject to such reasonable terms and conditions as State may impose.

28. **Successors and Assigns.** This Agreement and all of its provisions shall apply to and bind any successors or assigns of the Parties.
29. **Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties. Requests for amendments must be in writing stating the amendment request and the reason for the request.
30. **Further Acts by Legislature or Governor.** This Agreement is subject to any additional statutes, restrictions, limitations or conditions enacted by the Legislature or Executive Order that may affect the provisions, terms, or funding for this Agreement in any manner and State has the right to amend this Agreement to reflect any such further acts. State will not be liable for any costs or damages incurred by Grantee based on the circumstances described in this section.
31. **Entire Agreement.** This Agreement supersedes all prior agreements, oral or written, made with respect to the Project and, together with all attached Exhibits and documents incorporated by reference, constitutes the entire Agreement between the Parties relating to the Project.
32. **Survival.** The obligations of the Parties under the following sections of this Agreement shall survive the termination or expiration of the Agreement: (1) Section 14, Equipment; (2) Section 17, Project Records; (3) Section 18, Audit; (4) Section 20, Rights in Intellectual Property; (5) Section 22, Hold Harmless; and (6) Section 24, Cost Recovery.
33. **Controlling Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
34. **No Third-Party Rights.** Nothing in this Agreement is intended to create in the public or in any member of it rights as a third-party beneficiary under this Agreement, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Agreement.
35. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
36. **Electronic Signatures.** The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
37. **Headings.** Headings within this Agreement are for convenient reference only and have no effect in limiting or extending the language of the provisions to which they refer.

Exhibit E: Equipment Depreciation Schedule

Not applicable.

Exhibit F: California Climate Investments Addendum

I. SPECIAL PROVISIONS

1. Grant funds shall be used on projects with the primary goal of reducing greenhouse gases (GHGs) and furthering the purposes of California's Global Warming Solutions Act of 2006, Division 25.5 (commencing with Section 38500) of the Health and Safety Code, and related statutes.
2. Grant funds shall be used on projects limited to specific activities as described in CCI Grants Procedural Guides.
3. Grantee shall report project and benefits information when requested by the State. This may include, but is not limited to, funding expended, acres treated, GHG emissions, trees planted, disadvantaged community benefits, energy/water savings, job creation, and other co-benefits.
4. Grantee shall maintain accurate and detailed records documenting project description, project location, and schedule, CCI dollars allocated, and leveraged funds throughout the duration of the project.
5. Failure of Grantee to meet the agreed upon terms of achieving required GHG reduction may result in project termination and recovery of funds.

II. MONITORING AND REPORTING REQUIREMENTS

All funds expended through CCI are subject to emissions reporting and requirements. Grantee is expected to provide the appropriate materials for completing program quantification methodology. Grantee shall use the current reporting template provided by the STATE. The reporting shall be submitted to the STATE no less frequently than quarterly. In addition, STATE may request additional information in order to meet current CARB reporting requirements. The requirements are available on the CARB CCI Quantification, Benefits and Reporting Materials webpage: <https://ww2.arb.ca.gov/resources/documents/cci-quantification-benefits-and-reporting-materials>.

III. PROGRAM ACKNOWLEDGEMENT/RECOGNITION

1. All projects funded both fully and partially by the GGRF must clearly display, identify and label themselves as being part of the “California Climate Investments” program. The acknowledgement must contain the California Climate Investments and CAL FIRE logos as well as the following statement:

“Funding for this project provided by the California Department of Forestry and Fire Protection’s (CAL FIRE) Wildfire Prevention Grants Program as part of the California Climate Investments Program.”

A draft of the acknowledgement must be approved by the STATE prior to publication. For stationary projects, acknowledgement may include, but is not limited to, a sign on the project site. For other project types, such as vehicles, equipment, and consumer-based incentives, acknowledgement is encouraged by using a decal, sticker or other signage.

Guidance on California Climate Investments logo usage, signage guidelines, and high-resolution files are contained in a style guide available at:
www.caclimateinvestments.ca.gov/logo-graphics-request.

2. In addition, all projects funded both fully and partially by GGRF must contain the following statement in public announcements or press releases on said projects:

“Puente Hills Fuels reduction - Maintenance, is part of California Climate Investments, a statewide program that puts billions of Cap-and-Invest dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Invest program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov.”

Exhibit G: GHG Emissions Workbook

Not applicable.

Exhibit H: Limited Waiver of Sovereign Immunity

Not applicable.

25-WP-LAC 79588957

Application Form :

Profile : agullo@habitatauthority.org

Project Information

Project Name/Title : Puente Hills Fuels Reduction - Maintenance

In which county is the majority of your project located? : Los Angeles County

**The full Project Tracking Number will be auto-generated within Grants Portal. Please use the format 25-WP-
UUU and replace your 3-character unit identifier from your selected county above.** : 25-WP-LAC

Are there additional counties? : No

In which California State Assembly district(s) is your project located? :

56th - Los Angeles

In which California State Senate district(s) is your project located? :

30th - Los Angeles, Orange

Project End Date : 2027-02-28

Project Description Summary

Please provide a paragraph summarizing proposed project including the location, habitable structures, acres treated, etc. : The proposed project will reduce the risk of wildland fires to habitable structures and communities of Whittier and Hacienda Heights, by maintaining approximately 73.5 acres of wildland urban interface defensible space and contribute as needed to reducing the fuel load with removal of dead, dying, and/or hazardous trees and/or fuels reduction of emergency access routes. The Puente Hills are surrounded by over 20,000-100,000 homes within a short drive. The areas are located in CalFire's very high fire hazard zones. The Puente Hills Habitat Preservation Authority is a joint powers agency.

Award Request Amount

What Funding source is your project applying for? : California Climate Investments-CCI

Total Amount of Award Request : \$168,000.00

Indirect Cost Rate

Are you requesting an Indirect Cost Rate in excess of 12%? : No

Organization Information

Organization Type-CCI Funding : Other

If Other, please specify: : Joint Powers of Authority

If Non-Profit 501(C)(3), please upload Articles of Incorporation :

Sponsoring Organization : Puente Hills Habitat Preservation Authority

Project Manager Name : Andrea Gullo

Project Manager Mailing Address : 7333 Greenleaf Ave

Project Manager Mailing Address Line 2 :

City : Whittier

State : US-CA

Zip Code : 90602

Project Manager Phone Number : 562.945.9003

Project Manager Email : info@habitatauthority.org

Project Activities

For which primary activity is funding being requested? (CCI Funding) :

Does your project include work on Tribal Lands? : No

Limiting Factors: Check the box if there are any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the fire prevention proposed activity? :

Timber Harvest Plans (THP): For Hazardous Fuels Reduction projects, If there is a timber harvesting document on any portion of the proposed project area for which a "Notice of Completion" has not been filed with CAL FIRE check the box. :

California Environmental Quality Act (CEQA) Compliance: Describe how compliance with CEQA will be achieved in the Scope of Work. Is there an existing CEQA document that addresses this project or can be used to meet CEQA requirements?

Will your project utilize the Governor Newsom's Executive Order N-25-25 to streamline the Statewide Fuels Reduction Environmental Protection Plan (EPP) : No, my project does not qualify

Please indicate the CEQA document type (For planning, education and other projects that are exempt from CEQA, select "Not Applicable") : Notice of Exemption

Existing Document Identification Number : 2021080412

Federal Responsibility Area: Does your project include work on Federal Lands that might require a National Environmental Policy Act (NEPA) document, or use a framework similar to Good Neighbor Authority? : No

Community Metrics

Does your project leverage private, federal, and local funding or produce the greatest public benefit. :

Is your organization an eligible local governmental entity qualified to perform defensible space assessments pursuant to Section 4291.5 in very high and high fire hazard severity zones, as identified by the State Fire Marshal pursuant to Section 51178 of the Government Code or Article 9 (commencing with Section 4201) of this chapter or by a local agency pursuant to Section 51179 of the Government Code? : No

Fire Risk Reduction Community List (FRRCL)

Is the Sponsoring Organization a local agency? (city, county, or other publicly funded entity serving a city and/or county) : No

Community at Risk: Is the project associated with a community that is listed as a Community at Risk? : Yes

For the Map of the Communities at Risk, please copy and Paste into a new tab:[https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/communities-at-risk-wildfire-2015.pdf?](https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/communities-at-risk-wildfire-2015.pdf?rev=d7d7e04f0a614ccc8fcb6d0d13155cf&hash=1C1247791C7C22C80FBA6F6156F69175)

[rev=d7d7e04f0a614ccc8fcb6d0d13155cf&hash=1C1247791C7C22C80FBA6F6156F69175](https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/communities-at-risk-wildfire-2015.pdf?rev=d7d7e04f0a614ccc8fcb6d0d13155cf&hash=1C1247791C7C22C80FBA6F6156F69175) ([https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/communities-at-risk-wildfire-2015.pdf?](https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/communities-at-risk-wildfire-2015.pdf?rev=d7d7e04f0a614ccc8fcb6d0d13155cf&hash=1C1247791C7C22C80FBA6F6156F69175)

[rev=d7d7e04f0a614ccc8fcb6d0d13155cf&hash=1C1247791C7C22C80FBA6F6156F69175](https://34c031f8-c9fd-4018-8c5a-4159cdf6b0d-cdn-endpoint.azureedge.net/-/media/calfire-website/what-we-do/fire-resource-assessment-program---frap/pdf-maps/communities-at-risk-wildfire-2015.pdf?rev=d7d7e04f0a614ccc8fcb6d0d13155cf&hash=1C1247791C7C22C80FBA6F6156F69175)) or this link to the webpage: <https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/pre-fire-planning> (<https://osfm.fire.ca.gov/what-we-do/community-wildfire-preparedness-and-mitigation/pre-fire-planning>)

Number of Risk Communities in the project area : 2

Disadvantaged/Low Income Community: Is the project associated with a disadvantaged/low-income community? : No

Severely Disadvantaged/Low Income Community: Is the project associated with a disadvantaged/low-income community? (Prop 4) : No

Please copy and paste the link to the Disadvantaged Communities Mapping tool into a separate tab.

<https://gis.water.ca.gov/app/dacs/> (<https://gis.water.ca.gov/app/dacs/>)

Project Area Statistics: For all Hazardous Fuels Reduction projects, provide an estimate of the Treatment Influence Zone (TIZ) acres. Include Local Responsibility Area (LRA), Federal Responsibility Area (FRA) and State Responsibility Area (SRA) as applicable for TIZ.

The Treatment Influence Zones (TIZ) are the treatment areas within a project, where on-the-ground activities are accomplished. There can be multiple treatment areas associated with a project. Wildfire Prevention Planning and Wildfire Prevention Public Education projects will NOT have treatment areas.

Local Responsibility Area (LRA) TIZ acres : 72.10

Federal Responsibility Area (FRA) TIZ acres : 0.00

State Responsibility Area (SRA) TIZ acres : 1.47

Total TIZ Acres : 73.57

Fire Hazard Severity Zones (FHSZ)

What Fire Hazard Severity Zones (FHSZ) are in the project area? Fire Hazard Severity Zone ratings are available at: <https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/> (<https://osfm.fire.ca.gov/divisions/community-wildfire-preparedness-and-mitigation/wildfire-preparedness/fire-hazard-severity-zones/>). Copy and paste the link or right-click to open in a new tab. Please provide an approximate number of acres or percentage of the project area in each zone.

Number of Acres in the Very High SRA FHSZ : 1.47

Number of Acres in the Very High LRA FHSZ : 72.10

Number of Acres in the High SRA FHSZ :

Number of Acres in the High LRA FHSZ :

Number of Acres in the Moderate SRA FHSZ :

FHSZ Total Acres : 73.57

Document Uploads

Letters of Support : 25-WP-LAC - 79588957 letters of support.zip

Letters of Commitment :

In addition to the online project mapping program treatment Geopoint and polygons, include a pdf map(s) of the project with the project application. The maps shall meet the requirements of Appendix G in the Procedural Guide.

PDF Project Map : 25-WP-LAC-79588957- Map.pdf

The below required standard forms can be found in the forms section of the solicitation. To get to the Solicitation Link click back to the solicitation, then click on the three lines next to the application and click the solicitation link.

STD 204 Payee Data Record form : 25-WP-LAC - 79588957- STD-204.pdf

Miscellaneous Form Upload Field #1 :

Miscellaneous Form Upload Field #2 :

Miscellaneous Form Upload Field #3 :

Miscellaneous Form Upload Field #4 :

Miscellaneous Form Upload Field #5 :

Project Mapping Program

Project Mapping Program: Create a Geopoint and Polygon(s) via the weblink. copy and paste the link or right-click to open in a new tab:<https://grant-access-calfire-forestry.hub.arcgis.com> (<https://grant-access-calfire-forestry.hub.arcgis.com>) The Online Project Mapping Component is a requirement for a complete application submission.

View Budget Worksheet : <https://portal.ecivis.com/#/peerBudget/49E687AC-AD41-479F-83D1-04E0858E8781>

Average Score : 0.00

Application Goals :

View Application Goals : <https://portal.ecivis.com/#/peerGoals/FCDECA7A-1F40-4992-A8C8-55E4660BB214>

of Reviews : 1

of Denials : 0

Created by : zengine+39973@srm.ecivis.com

Record ID # : 79588957

Last change : 2025-11-05T18:34:31+0000

Puente Hills Fuels Reduction- Maintenance

Linked Form Profile :

Linked Form Submissions : 25-WP-LAC 79588957

Scope of Work :

Project Name : Puente Hills Fuels Reduction- Maintenance

Project Tracking Number : 25-WP-LAC - 79588957

Please use the Tracking Number that was automatically assigned by Grants Portal. The format will be 25-WP-UUU-XXXXXXXX

Project Description

Please provide a comprehensive project description including the location, habitable structures, acres treated, etc. (please note there are no space limitations) : The Puente Hills are an incredible natural resource for the surrounding area including Whittier and Hacienda Heights which are identified as Communities at Risk by the Office of the State Fire Marshal. The hills are almost completely surrounded by thousands of homes, and with fire seasons getting longer and more intense, securing funding for fire prevention in this urban and rural area is crucial. The proposed project will meet the objectives of the grant's funding by maintaining fuels reduction from previous years. The proposed project would fund efforts such as fuels reduction by hand (e.g. line trimmers, weed whippers, etc.) or mechanical (e.g. discing, mowing, etc.) methods along the wildland-urban interface (73.5 acres), and if needed dead, dying or hazardous tree removal and/or fuels reduction along emergency access routes and the WUI .

Section I :

Primary Activity Type : Hazardous Fuels Reduction

Hazardous Fuels Reduction

1. Describe the geographic scope of the project, including an estimate of the number of habitable structures and the names of the general communities that will benefit. : The project area is in east Los Angeles County in the Puente Hills open space adjacent to the City of Whittier, Puente Hills Landfill and unincorporated area of Hacienda Heights. The rough estimate of number of habitable structures that will benefit is 20,000.

2. Describe the goals, objectives, and expected outcomes of the project. : The goals with this grant are to complete the wildfire prevention maintenance work on time and on budget for the benefit of Whittier and Hacienda Heights. The objectives are to reduce the risk of wildland fires to habitable structures and communities. The expected outcomes: are to reduce fuels of approximately 73.5 acres of urban wildland interface for defensive space in FYs 25-26, and FY 26-27; and if needed or if funding remains remove miscellaneous dead, dying or hazardous trees, and/or reduce fuels along emergency access routes throughout the hills or within the WUI.

3. Provide a clear rationale for how the proposed project will reduce the risks associated with wildfire to habitable structures. : The project will be reduce fuels such as weeds, growth, flashy fuels and dead or dying trees within 100 feet up to 200 feet on average from habitable structures primarily within the WUI. All project work will occur only on public lands managed or owned by the Habitat Authority and will not be conducted on privately

owned property. The reduce fuels areas vary depending on the setback distance from the structures to the property line. For example, if a structure is 30 feet from our property line, the Habitat Authority would start fuels reduction at the property line, 30 feet up to 200 feet from the structure, and only on public land that is the responsibility of the Habitat Authority. In this example, the first 30 feet on that private property would be the responsibility of the owner of that structure, and the other approximately 170 feet would be that of the Habitat Authority. The setbacks vary greatly from parcel to parcel throughout the Puente Hills Preserve area. Also, the fuels reduction of emergency access routes of vegetation or dead, dying or hazardous trees throughout the area will enable firefighters to better defend the area and habitable structures.

4. Identify any additional assets at risk from wildfire that will benefit from the proposed project. These may include, but are not limited to, domestic and municipal water supplies, power lines, communication facilities and community centers. : The project will benefit: Southern CA Edison lines that run the length (5 miles) of the project throughout the project area; six municipal water tanks; one municipal landfill and one regional (special district) landfill; and various cell towers in the area.

5. How will the project/activity utilize the left over woody biomass? Will the project/activity use a biomass facility to reduce greater greenhouse gas emissions? : Most of the scope of work involves fuels reduction of fine/flashy fuels. There is not a biomass facility in the region. We will take steps to reduce GHG emissions as much as possible, such as chipping or pulverizing removed vegetation, or if required disposing of dead trees through recycling/compost facility. (Carbon can be stored long-term in soil through carbon sequestration by applying compost to the land.)

6. Does the project include grazing as a component of the hazardous fuels reduction project? : No

9. Does the project include maintenance as a component of the hazardous fuel's reduction project? : Yes

If yes, please describe how the project will include maintenance as a component of the hazardous fuels reduction project. What current or past project is this maintaining? Who was it funded by? : Each year, the areas identified in the scope of work are treated. Last year the funding for the fuels reduction was through a state grant administered through Caltrans. The year prior to that the fuels reduction was funded through a state grant administered through CalFire.

10. If applying for Prop 4 funding, is your project leverage private, federal, and local funding or produce the greatest public benefit? : Yes

If yes, please describe how the project leverages private, federal, and local funding or produces the greatest public benefit. : This project would complement other fuel reductions projects by the project applicant which use local and state public funds. It also produces a great public benefit because this open space is immediately adjacent to thousands of habitable structures. Also, the project is located in the San Gabriel Valley in east Los Angeles County completely within Very High Hazardous Fire Zones as identified by CalFire.

Section II :

Degree of Risk

1. Discuss the location of the project in relation to areas of moderate, high, or very high fire hazard severity zone as identified by the latest Fire and Resource Assessment Program maps. : The project is located in the San Gabriel Valley in east Los Angeles County completely within Very High Hazardous Fire Zones as identified by CalFire.

2. Describe the geographic proximity of the project to structures at risk to damage from wildfire in the WUI. : The project will improve compliance with defensible space requirements of Los Angeles County Department Agricultural Commissioner/ Weights and Measures Weed Abatement Division. The fuels reduction areas in the

scope of work are immediately adjacent to homes. The setbacks of the homes from the open space area that we clear generally range from 10 feet to 70 feet.

Section III :

Community Support

- 1. Does the project include any matching funds from other funding sources or any in-kind contributions that are expected to extend the impact of the proposed project?** : The project is not including matching funds.
- 2. Describe plans for external communications during the life of the project to keep the effected community informed about the goals, objectives and progress of the project. Activities such as planned press releases, project signage, community meetings, and field tours are encouraged.** : Periodic updates on the goals, objectives, and progress of the project will occur at: Habitat Authority public meetings of the Board of Directors and Advisory Committees, Hacienda Heights Improvement Association Board meetings, and other public meetings as opportunities present themselves. Also, updates will be posted on our website, electronic newsletter and social media channels. In the past, our efforts were successful in generating newspaper articles or articles in other news outlets (National Geographic). We recently generated articles in the Whittier Daily News and in a peer-reviewed scientific publication (The Journal of the Torrey Botanical Society) based on a study that Whittier College performed within our past CalFire funded goat grazing project area. Appropriate credit to the CalFire grant in all articles was provided. Also in the past year, we have spoken at approximately 15 community meetings/groups about our fuels reduction efforts.
- 3. Describe any plans to maintain the project after the grant period has ended.** : The Habitat Authority, project applicant, intends to maintain a safe environment for the surrounding communities after the grant period has ended with continued WUI fuels reduction, mowing of trails/emergency access routes, and removing dead or hazardous trees upon identification of funding.
- 4. Does the proposed project work with other organizations or agencies to address fire hazard reduction at the landscape level?** : The proposed project work is administered by the project applicant for the benefit of the city of Whittier, and is inspected by Los Angeles County Weights and Measures.

Section IV :

Project Implementation

- 1. Discuss the anticipated timeline for the project. Make sure to take seasonal restrictions into account.** : The work is expected to be implemented in January 2026 through November 2026. We expected the grant close out to take three months. The areas with biological sensitivities will be treated in February or as needed. The majority of the work would occur in April, May and June or as needed. The timeline is January 2026 through February 2027.
- 2. Verify the expected timeframes to complete the project will fall under the required completion dates depending on the source of the funds awarded.** : Each site will be immediately inspected for completion of work by the project applicant before the invoices are paid.
- 3. Using bullets, list the milestones that will be used to measure the progress of the project.** : • treatment in February, and inspection • quarterly report submitted by April 30 • treatment in spring/summer, and inspection • community outreach performed • quarterly report submitted by July 31 • reimbursement request expected to be submitted • community outreach performed • any remaining work conducted if funds remain • quarterly report submitted by October 31 • reimbursement request submitted, if needed • quarterly report submitted by January 31 • final report provided and grant close out process

4. Using bullets, list the measurable outcomes (i.e. project deliverables) that will be used to measure the project's success. : • Fuels reduction of approximately 73.5 acres. • If funding remains, additional fuels reduction in the form of miscellaneous tree removals or emergency access routes or WUI fuels reduction will be performed and quantified.

5. If applicable, how will the requirements of the California Environmental Quality Act (CEQA) be met? : The project is exempt from CEQA. This project is covered under the attached notice of exemption that was filed 2021 (State Clearing House number 2021080412). The Habitat Authority's Preserve is managed under its Resource Management Plan which addressed fuel modification practices and received a Mitigated Negative Declaration in 2007. <https://www.habitatauthority.org/resource-management-plan/> . Since the project is exempt and not considered a CEQA project, the Habitat Authority typically does not file a notice of exemption, except when it is required for grant funds. In addition to the above, the previous notices of exemptions filed for annual clearance are State Clearing House numbers 2016048262 and 2017048021, under CEQA Guideline 15304, Minor Alterations to Land. The activities outlined in this application will result in a net benefit to the environment.

6. List any existing forest or land management plans; Conservation Easements; Covenant, Conditions & Restrictions (CC&R's); matters related to zoning; use restrictions, or other factors that can or will limit the wildfire prevention proposed activity? : not applicable

Section V :

Administration

1. Describe any previous experience the project proponent has with similar projects. Include a list of recent past projects the proponent has successfully completed if applicable. Project applicant or manager having no previous experience with similar projects should discuss any past experiences that may help show a capacity to successfully complete the project being proposed. This may include partnering with a more experienced organization that can provide project support. : Recent previous grant experience is as follows: FY 20-21 300,000.00 Rivers and Mountains Conservancy - Fuels reduction FY 19-20 700,000.00 Gale acquisition 58L8-17-1388, LA County- RPOSD FY 20-21 13,643.88 County Measure A M & S (TURNBULL) - maintenance (trails, fuels reduction) FY 21-22 10,000.00 County-HAHN Social Program Agreement # CP-04-334 - signage installation FY 21-22 - FY24-25 617,862.00 *CalFire - Fuels reduction including goat grazing and tree removal FY 22-23 -FY 24-25 275,600.00 Rivers and Mountains Conservancy (Round 2) - Fuels reduction FY 22-23 58,786.91 County Measure A M & S (TURNBULL) - maintenance (trails, fuels reduction) FY 23-24 88,929.13 County Measure A M & S (TURNBULL) - maintenance (trails, fuels reduction) FY 24-25 9,000.00 Hills For Everyone/SCE - Fuels reduction and habitat enhancement All projects are completed and closed.

2. Identify who will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds. : The Executive Director, Ecologist and Program Analyst will be responsible for tracking the project expenditures. The County of Los Angeles is our agency's Controller, and all payments will be through their office. A separate unit number will be set up to track expenses.

Section VI :

Budget

A detailed project budget should be provided in the online budget included in this solicitation. The space provided here is to allow for a narrative description to further explain the proposed budget.

1. Explain how the grant funds, if awarded, will be spent to support the goals and objectives of the project. If equipment grant funds are requested, explain how the equipment will be utilized and maintained beyond the life of the grant. : The funds will be used to pay various contractors to perform the work in support of the goals, objectives, and outcomes as outlined in Section 1.2 of this application. The project applicant already has multi-year contracts in place with their contractors for fuel clearance/reduction for defensive space at the Wildland -Urban Interface. The work includes vegetation clearance of weeds, growth, flashy fuels and dead or dying trees generally within 100 feet up to 200 feet on average from habitable structures primarily within the WUI. All project work will occur only on public lands managed or owned by the Habitat Authority and will not be conducted on privately owned property. The area of work varies depending on the setback distance from the structures to the property line. For example, if a structure is 30 feet from our property line, the Habitat Authority would start fuels reduction at the property line, 30 feet up to 200 feet from the structure, and only on public land that is the responsibility of the Habitat Authority. In this example, the first 30 feet on that private property would be the responsibility of the owner of that structure, and the other approximately 170 feet would be that of the Habitat Authority. The setbacks vary greatly from parcel to parcel throughout the Puente Hills Preserve area. Also, clearance along emergency access routes of vegetation or dead, dying or hazardous trees throughout the area will enable firefighters to better defend the area, provide public safety and defend habitable structures.

2. Are the costs for each proposed activity reasonable for the geographic area where they are to be performed? Identify any costs that are higher than usual and explain any special circumstances within the project that makes these increased costs necessary to achieve the goals and objectives of the project. : The costs are reasonable. The Activities will primarily utilize contractors that the project applicant already has under contract for multi-year activities, which were procured through a competitive proposal process.

3. Is the total project cost appropriate for the size, scope, and anticipated benefit of the project? : Yes, the total project cost is appropriate for the size, scope, and anticipated benefit of the project. This project will have a great public benefit because the open space managed by the project applicant is immediately adjacent to thousands of habitable structures. Also, the project is located completely within Very High Hazardous Fire Zones as identified by CalFire.

4. Using bullets please list each object category amount that you are requesting and the detail of how that would support meeting the grant objectives. : \$150,000 contractors. Would support the cost of paying contractors to conduct fuel clearance activities to benefit the communities of Whittier and Hacienda Heights. 73.5 acres \$18,000.00 12% over head - Would support indirect costs such as printing, paper supplies, internet, electricity, administrative support staff, etc.

5. Does your project include the purchase of capital equipment (more than \$5,000 per item)? : No

Section VII :

California Climate Investments

The space provided here is to allow for a narrative description to further explain how the project/activity will reduce Greenhouse Gas emissions.

1. How will the project/activity reduce Greenhouse Gas emissions? : We will take steps to reduce GHG emissions as much as possible, such as chipping or pulverizing vegetation, or if required disposing of dead trees through recycling/compost facility. (Carbon can be stored long-term in soil through carbon sequestration by applying compost to the land.) The project would reduce the threat of GHG emissions from wildfire and prevent the need for cleanup and rebuilding of communities following destructive wildfire events. The project would reduce the threat of large scale fires, potentially reducing GHG emissions and the carbon impact. Our outreach efforts would contribute to improving public awareness and potentially the reduction of human caused wildfire ignitions.

Created by : zengine+39973@srm.ecivis.com

Record ID # : 79800108

Last change : 2025-11-05T18:32:19+0000

Budget Report

Passthrough Agency: California Department of Forestry and Fire Protection (CAL FIRE)
Program: FY 2025-2026 Wildfire Prevention Grants
Project Name/Title: Puente Hills Fuels Reduction - Maintenance
Org Name: Puente Hills Habitat Preservation Authority
Stage: Pre-Award

Report Date: 12/18/2025
Requested By: Andrea Gullo
agullo@habitatauthority.org

Budget Items

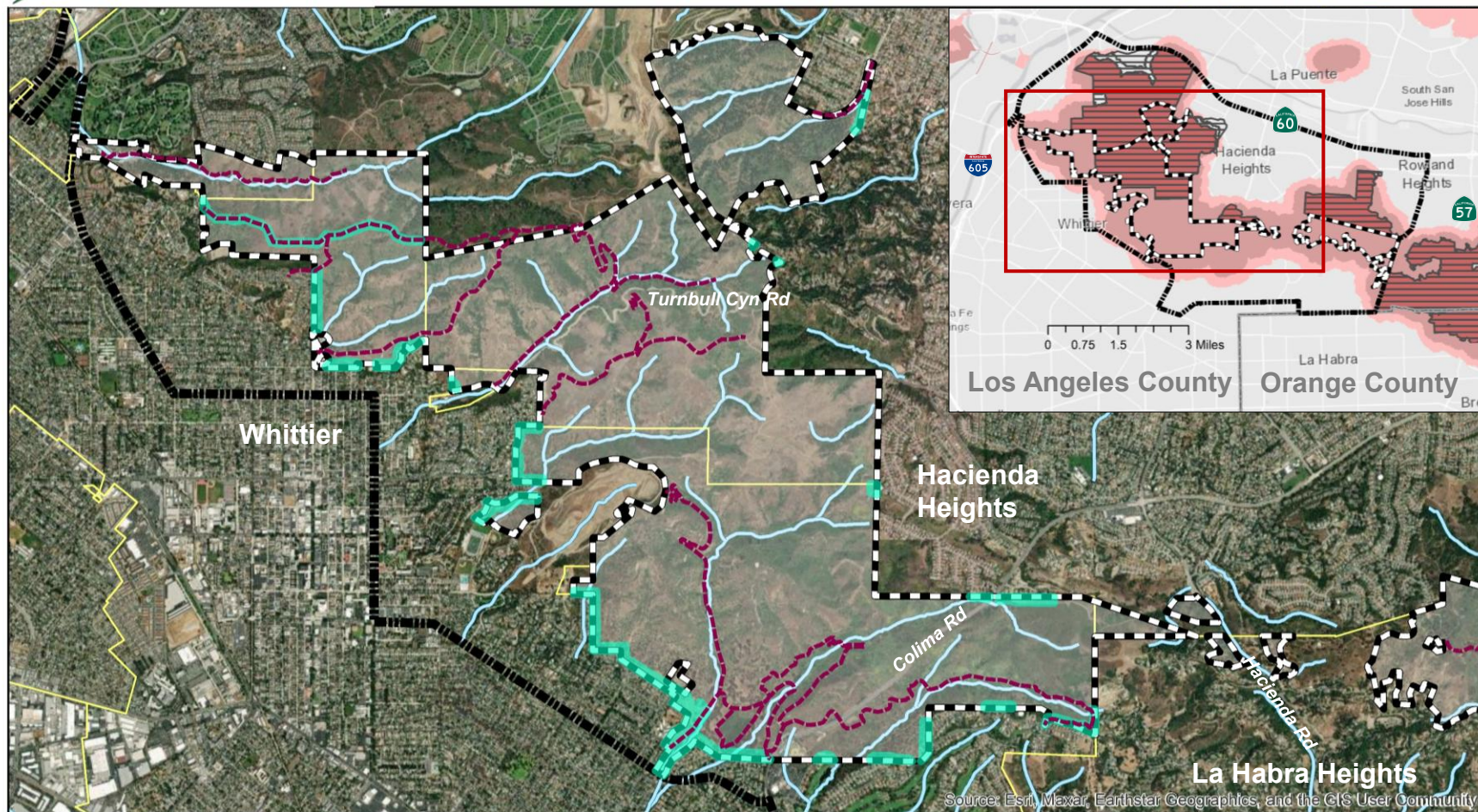
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Salaries & Wages									
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Salaries & Wages Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Employee Benefits									
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Employee Benefits Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Contractual									
	Fuels reduction	Contracts	1	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00		\$0.00
Contractual Total			1	\$150,000.00	\$150,000.00	\$150,000.00	\$0.00		\$0.00
Travel & Per Diem									
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Travel & Per Diem Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Supplies									
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Supplies Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Equipment									
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Equipment Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other Costs									
			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Other Costs Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Indirect Cost									
	Indirect	12%	0	\$0.00	\$18,000.00	\$18,000.00	\$0.00		\$0.00
Indirect Cost Total			0	\$0.00	\$18,000.00	\$18,000.00	\$0.00		\$0.00
Other									
Category	Title	Description	Units	Unit Cost	Extended Cost	Direct Cost	Indirect Cost	GL Account	Cost Share
Other									
Other Total			0	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Grant Total			1	\$150,000.00	\$168,000.00	\$168,000.00	\$0.00		\$0.00

including indirect

Puente Hills Fuel Reduction - Maintenance

LAC- Los Angeles County

Tracking Number 25-WP-LAC-79588957



Legend

- Emergency Access Roads
- Fuel Reduction Zones (73.5 ac)
- Puente Hills Preserve Boundary
- Habitat Authority Jurisdictional Boundary
- Hydrology

City Boundary

Inset Map Legend

- State Responsibility Area (SRA)
- SRA Very High Fire Severity Hazard Zone
- Local Responsibility Area (LRA) Moderate and High Fire Hazard Severity Zones
- LRA Very High Fire Severity Hazard Zone
- County Boundary

0 0.25 0.5 1 Miles



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

AGENDA ITEM XI

MEMORANDUM

Meeting Date: January 13, 2026

To: Citizens Technical Advisory Committee

Prepared by: Andrea Gullo, Executive Director

Agenda Item XI. Discussion and recommendation to the Board of Directors authorizing Executive Director to execute AMENDMENT NO. 1 TO MANAGEMENT AGREEMENT (A15-128) between the City of Whittier and the Authority, as well as enter into an encroachment license agreement with the City of Whittier to facilitate wrought iron fencing projects in Whittier as a part of the wildfire resiliency grant from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy.

Background:

In August 2025, the Authority executed a \$4.9-million grant agreement with the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) for wildfire resiliency actions. This funding is sourced from California Proposition 4 funds, the initiative known as “The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024.”

The grant award includes \$180,000 for the installation of wrought iron fencing for access restrictions to improve wildfire resiliency. The wrought iron fence and gate upgrades will occur along Elmquist/Ocean View in Whittier. In accordance with the grant timeline this work is scheduled to occur within fiscal year 25-26.

To facilitate the project, an amendment to a management agreement between the Authority and City of Whittier is needed as well as an encroachment permit from the City for work within a road right of way. The RMC has reviewed these documents.

Fiscal Impact:

Construction costs for the fencing along Elmquist and Ocean View will be covered by the RMC grant. The fiscal impact to this proposed action is the long-term maintenance of the fencing which possibly could be handled by Los Angeles County Maintenance and Servicing (M&S) funds for the previously constructed Hellman fence, and Authority sourced funding for the Elmquist and Ocean View fencing. Cooperation from the City is needed to file paperwork and to ask the County to enable the Authority to be eligible to spend Authority M&S funding for the maintenance of the Hellman fencing.

Attachments:

Draft Amendment to Agreement 15-128

Draft Encroachment license

Recommendation: That the Committee recommend that the Board of Directors provide the above requested authorization.

AMENDMENT NO. 1 TO MANAGEMENT AGREEMENT (A15-128)

This Amendment No. 1 is made and entered into this ____th day of _____ 2026, by and between the CITY OF WHITTIER (CITY) and the PUENTE HILLS HABITAT PRESERVATION AUTHORITY (AUTHORITY).

RECITALS

- A. The CITY and AUTHORITY executed a Management Agreement effective June 9th, 2015 ("Agreement") whereby the AUTHORITY provides property management services for open space parkland owned by the CITY; and
- B. The scope of management services provided under the Agreement includes the installation of grant funded perimeter gates and fencing at Hellman Park; and
- C. Chain-link fence bordering open space parkland under AUTHORITY management along Elmquist Avenue and Ocean View Avenue needs to be replaced; and
- D. AUTHORITY has obtained grant funding for the construction of fencing and gates at open space parkland; and
- E. The parties now desire to amend the Agreement to expand the scope of services under the Agreement to include installation of grant funded improvements at other CITY owned property under AUTHORITY management and set forth the terms and conditions by which AUTHORITY will construct the improvements.

AMENDMENTS

This Amendment No. 1 shall amend the Agreement as follows:

1. Section 2 "Scope of Services" shall be amended to provide as follows:

Scope of Services. AUTHORITY agrees to provide the following services: (a) in cooperation with the CITY, install and maintain grant-funded perimeter gates and fencing, signage, and displays at Hellman Park and other CITY-owned properties under AUTHORITY management either by agreement or license; (b) provide ranger services for recreation, safety and nature protection services; (c) keep Hellman Park free from graffiti (excluding water-related facilities), trash and other debris; and (d) open and close the Hellman Park trailhead gates.

2. Installation of Improvements along Elmquist Avenue and Ocean View Avenue.

AUTHORITY shall install a grant-funded perimeter fence and gate along CITY-owned parkland under AUTHORITY management along Elmquist and Oceanview Avenues, as approved by City ("Project").

AUTHORITY shall obtain and comply with all legally required construction and encroachment permits and licenses applicable to the Project. CITY shall provide AUTHORITY with access to the Project site and coordinate and cooperate with AUTHORITY in all stages of the Project.

3. The CITY shall comply with the grant-funded requirements associated with the projects. In particular, the grant for the Elmquist and Oceanview Avenue fencing and gates installation is being state funded by the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC) which requires the project to be in place for 30 years after completion and to be monitored for a 30-year period by the grantee, the AUTHORITY. The AUTHORITY will be liable for any grant dispersed funds; if the City alters or removes the fencing or gates before that period it will reimburse the Habitat Authority for the cost of the fence and or gates.
4. The CITY shall facilitate the issuance of any permits and licenses necessary to install the Elmquist and Ocean View fencing and gates projects, including an encroachment permit for the fenceline installation along Elmquist.
5. Amend Section 10 of the Agreement to reflect the new address of the Habitat Authority as

HABITAT AUTHORITY
7333 Greenleaf Avenue
Whittier, CA 90602
6. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed, in the City of Whittier, County of Los Angeles, California.

CITY OF WHITTIER

PUENTE HILLS HABITAT
PRESERVATION AUTHORITY

Conal McNamara, City Manager

Andrea Gullo Executive Director

DATE

DATE

ATTEST:

RIGOBERTO GARCIA, JR. City Clerk
(seal)

APPROVED AS TO FORM:

APPROVED AS TO FORM
Burke, Williams & Sorensen LLP

KEITH F. COLLINS, City Attorney

Elena Q. Gerli, Authority Counsel

ENCROACHMENT LICENSE

The City of Whittier, a charter city ("CITY") and the Puente Hills Habitat Preservation Authority ("LICENSEE") agree as follows:

- (1) **RECITALS.** This Agreement is made and entered into with respect to the following facts:
- (a) CITY is the owner of certain real property, to wit: along Elmquist and Oceanview Avenues_____, that certain real property located within the City of Whittier, County of Los Angeles, State of California, described in Exhibit "A" (hereinafter "Property"); and
- (b) LICENSEE desires to obtain a license to permit an encroachment upon the Property for the purposes of installing and maintaining protective fencing and gates for wildfire protection of the hills and _____ for the community of Whittier; and
- (c) The encroachment permitted by the LICENSEE shall be limited to that portion of the Property described as follows: along Elmquist and Oceanview Avenues _____, as shown in Exhibit "A" (hereafter "Encroachment Area"); and
- (d) LICENSEE acknowledges and agrees that as a condition precedent to the CITY granting this LICENSE, LICENSEE agrees to be bound by all of the terms and conditions hereof; and
- (e) The City Council of CITY has heretofore determined, based upon the recommendation of the CITY's staff, that the public interest, convenience and necessity requires the execution of this Encroachment License.
- (2) **LICENSE.** LICENSEE is hereby granted a License for the above described purpose only, in and upon the Encroachment Area. LICENSEE shall not construct or install any building or structure in the Encroachment Area unless and until LICENSEE has submitted to the City for approval, plans therefor. No use of any kind shall commence pursuant to this Agreement until the said plans have been approved, in writing, by the City Manager of CITY. The City Manager's approval with regards to the plans shall not be given until the City Manager is satisfied that the location of any buildings and/or structures does not interfere with the CITY's use of

the Property. This Agreement shall not be construed to allow encroachment of any building or structure other than that approved by the City Manager pursuant to this paragraph.

- (3) LICENSEE'S DUTY TO DISCLOSE TERMS AND CONDITIONS TO SUCCESSORS & ASSIGNS. As a condition to the CITY's granting of this License, LICENSEE agrees that LICENSEE shall disclose to any and all of ~~his~~ successors and assigns the terms and conditions of this Encroachment License and that LICENSEE shall provide ~~his~~ successors and assigns with a certified copy of this License before transferring or assigning any interest to or in the property located at Elmquist and Oceanview Avenues in the City of Whittier, County of Los Angeles.
- (4) INDEMNITY. LICENSEE agrees to hold CITY, its elected and appointed officers, agents, and employees, free and harmless from any claim, demand or judgment arising from or out of the granting of this License, and/or the activities and use of the Property under such License by LICENSEE and/or its successors, assigns, invitees, and/or permittees. In addition, LICENSEE agrees that if any injury or damage is caused to any CITY owned facilities located upon or adjacent to the Property, by LICENSEE, without regard to whether such injury or damage was negligently or intentionally caused, LICENSEE shall reimburse CITY for its costs of repair and/or maintenance related thereto. LICENSEE further agrees that if the location of buildings or structures on the PROPERTY pursuant hereto, or LICENSEE's buildings or structures located adjacent thereto, cause an increase in cost to CITY with regard to the maintenance, replacement, repair and/or reconstruction of CITY facilities now or hereafter, located on the Property, that LICENSEE will pay, to CITY upon 30-days written demand therefor, the amount of additional costs occasioned thereby.
- (5) INSURANCE. At all times during the term of this Agreement and continuously after the termination of this Agreement as set forth in paragraph (7) hereof, LICENSEE shall procure and maintain in full force and effect liability insurance coverage relating to its activities pursuant to the terms and conditions of this Agreement. Such liability insurance coverage shall be obtained from companies and in amounts, as may be approved by the City Manager of CITY. Each such required policy shall name the CITY and its appointed and elected officers, agents and employees as additional insureds.
The insurance policies required herein shall provide one million dollars per occurrence and two million dollar aggregate for general liability ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate for general liability and automotive

liability coverage and shall contain a clause in substantially similar form to the following:

“It is hereby understood and agreed that this policy may not be canceled nor the amount of coverage thereof reduced until thirty (30) days after receipt by CITY of written notice of such cancellation or reduction of coverage as evidenced by a receipt of a registered or certified letter.”

LICENSEE shall file with the City Clerk-Treasurer contemporaneously with the execution of this Agreement a certificate of insurance evidencing the existence of insurance required hereunder. LICENSEE shall maintain on file with the City Clerk current and valid certificates of insurance at all times during the term of this Agreement and continuously after the termination of this Agreement pursuant to paragraph (7) hereof.

The provisions of this paragraph shall not be deemed to affect, in any way whatsoever, the obligations of the LICENSEE relating to indemnification set forth in this Agreement.

- (6) EXISTING FACILITIES. CITY hereby agrees to furnish to LICENSEE all available information it has concerning the location, within the Encroachment Area, of facilities owned by CITY. LICENSEE understands and agrees that the dissemination of such information by CITY is not to be construed, for any purpose, as a guarantee of the precise location of such facilities, their nature and/or ownership.
- (7) BINDING EFFECT. This Agreement shall be binding upon the heirs, assigns, and successors in interest to the parties hereto. However, LICENSEE shall remain bound by the insurance requirement(s) set forth in paragraph (5) hereto unless and until LICENSEE either: (a) terminates this Agreement according to paragraph (10) hereto and removes the encroachment to the satisfaction of the CITY at LICENSEE'S sole cost and expense; or (b) causes its successor(s) in interest and/or assigns to procure the requisite insurance and to provide the CITY with a certificate of insurance evincing the existence and satisfaction thereof according to paragraph (5) hereof.

In the event LICENSEE and/or its successors in interest and/or assigns fail to procure and to maintain the requisite insurance and/or provide the CITY with proof of insurance, LICENSEE hereby authorizes the CITY, on behalf of LICENSEE and its successors and assigns, to procure and to maintain insurance at LICENSEE'S sole cost and expense, whereas such cost and expense shall include, without limitation, reasonable attorney

fees in seeking reimbursement for any and all costs in procuring such insurance.

- (8) RECORDING. This License Agreement and any amendments and/or modifications shall be recorded in the office of the County Recorder of the County of Los Angeles.

- (9) TERM. The term of this Agreement shall be for a continuous period of 33 years, commencing on the effective date hereof, unless terminated earlier as provided for herein.

- (10) TERMINATION.

(a) Termination by LICENSEE. LICENSEE may, upon ninety (90) days written notice and after removal of all improvements (eg, striping, wheel stops, asphalt, etc.) in the City Right-Of-Way terminate this Agreement.

(b) Termination by CITY. CITY may terminate this Agreement upon ninety (90) days written notice: (a) upon a determination having been made by the City Council of CITY that the entire Encroachment Area is needed for any public purpose; or (b) upon determination by CITY that LICENSEE has breached this Agreement, whereas LICENSEE'S failure to comply with the insurance requirements set forth in this Agreement shall be deemed a material breach of this Agreement.

(c) Effective Date of Termination. Termination shall be effective upon the 91st day in the case of termination by LICENSEE, and the 91st day, in the case of termination by CITY, following termination notice being given to the party to be notified. Such termination notice shall be in writing and served in the manner prescribed in this Agreement.

(d) LICENSEE'S Obligation to Remove Encroachment. ~~Upon termination by either party to this Agreement or~~ upon expiration of the term hereof, it shall be the sole obligation and responsibility of the LICENSEE to remove from the Property, at his sole cost and expense, all buildings, structures and appurtenances thereto constructed, erected and/or installed on, under, or across the Property by LICENSEE pursuant to this Agreement. LICENSEE shall restore the Property to the condition in which it existed at the time of execution of this Agreement. If the LICENSEE fails to remove such buildings, structures, and/or appurtenances and to restore the Property to its prior condition, CITY may undertake to do so at the sole cost and expense of LICENSEE and LICENSEE shall promptly remit to CITY all sums incurred by CITY in performing such work.

- (11) NOTICES. Notices pursuant to this Agreement shall be given by personal service upon the party to be notified or by deposit of the same in the custody of the United States Postal Service, or its lawful successor, postage prepaid, addressed to the parties hereto as follows:

(1) CITY:
City of Whittier
13230 Penn Street
Whittier, California 90602

(2) LICENSEE:
PHHPA
7333 Greenleaf Ave
Whittier, CA 90602

Notices given pursuant to this Agreement shall be deemed given as of the date of personal service or two (2) consecutive calendar days following deposit of notice in the custody of the United States Postal Service.

- (12) WAIVER. No waiver by any party at any time of any breach of any provision of this Agreement shall be deemed a waiver or a breach of any other provision herein or a consent to any subsequent breach of the same or another provision. If any action by any party shall require the consent or approval of another party, such consent or approval of such action on any one occasion shall not be deemed a consent to or approval of such action on any subsequent occasion or a consent to or approval of any other action.
- (13) CAPTIONS AND HEADINGS. The captions and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and do not define, limit, construe, or describe the scope or intent of this Agreement.
- (14) COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.
- (15) GOVERNING LAW. This Agreement has been prepared, negotiated and executed in, and shall be construed in accordance with, the laws of the State of California. Any action or proceeding relating to or arising out of this Agreement shall be filed, if a State action, in the Superior Court of the State of California for the County of Los Angeles.

- (16) ATTORNEYS FEES. If either party named herein brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action (or proceeding), on trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the Court (or if applicable, the arbitrator).
- (17) TIME OF ESSENCE. Time is of the essence with respect to all matters contained in this Agreement.
- (18) EFFECTIVE DATE. All references in this Agreement to "the date of this Agreement" or "the date hereof" shall be deemed to refer to the latest date of execution of this Agreement by either party.
- (19) INVALIDITY OF ANY PROVISION. If any provision (or any portion of any provision) of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions (or the balance of such provision) shall not be affected thereby.
- (20) DRAFTING OF AGREEMENT. LICENSEE and CITY acknowledge that this Agreement has been negotiated at arm's length, that each party has been represented by independent counsel and that this Agreement has been drafted by both parties and no one party shall be construed as the draftsman.
- (21) NO THIRD PARTY BENEFICIARY RIGHTS. This Agreement is entered into for the sole benefit of LICENSEE and CITY and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.
- (22) JOINT AND SEVERAL LIABILITY. The LICENSEE and its successors and assigns shall be jointly and severally liable under the terms and conditions of this Agreement.
- (23) INCORPORATION OF EXHIBITS. Each and all of the exhibits attached to this Agreement are incorporated herein by reference as if set forth in full in this Agreement.
- (24) NO JOINT VENTURE, PARTNERSHIP OR OTHER RELATIONSHIP CREATED. There is no relationship between LICENSEE and CITY which shall be construed in any way whatsoever as a joint venture, partnership or any other similar relationship created or implied by this Agreement.

CITY OF WHITTIER,
a Charter City

By: _____
Mayor, _____

Date: _____

ATTEST:

City Clerk

Date: _____

APPROVED AS TO FORM:

City Attorney, ~~RICHARD D. JONES~~

Date: _____

LICENSEE: _____

By: _____

Date: _____

O:\Engineering\Encroachment Licenses\Blank Encroachment License 2014.doc

EXHIBIT A



ls



I want to...



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Parcel Details



Additional Materials

Habitat Authority buys 5.5-acre parcel in La Habra Heights

Plans for the purchase include building a trailhead to serve as a permanent firebreak.



The Habitat Authority added 5.5 acres to the more than 3,800 it manages as the Puente Hills Preserve in Whittier, La Habra Heights, Hacienda Heights and Rowland Heights. The purchase, announced on Dec. 11, will include a new trailhead that will serve as a permanent firebreak in La Habra Heights. (Photo courtesy of the Habitat Authority)

By [Anissa Rivera](#) | arivera@scng.com

PUBLISHED: December 11, 2025 at 6:12 PM PST | UPDATED: December 12, 2025 at 6:24 AM PST



An aerial view shows some of the more than 3,800 acres of secured open space managed by the Habitat Authority. The Joint Powers Authority purchased 5.5 acres of land in La Habra Heights, it announced on Dec. 11. (Photo courtesy of the Habitat Authority)

The [Puente Hills Habitat Preservation Authority](#) has closed escrow on 5.5 acres of open space in La Habra Heights, it

announced Dec. 11.

The acquisition adds to the Habitat Authority's 3,886 acres of land the agency manages in the Puente Hills Preserve, which includes areas in Whittier, La Habra Heights, Hacienda Heights, and Rowland Heights.

The land was purchased from Howsking, LLC, for \$1,560,000.

The joint-powers authority plans to develop a permanent firebreak in the form of a trailhead on this parcel.

The purchase was made possible by recent funding received from the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), a state agency, and is proof

of what local and state partnerships can achieve, said Ivan Sulic, chair of the Habitat Authority's board of directors.

"By protecting this land forever, we're strengthening wildfire resilience, preserving critical habitat, and ensuring that future generations can experience the beauty and natural diversity of the Puente Hills," he added.

The state funding comes from the Safe Drinking Water, Wildfire Prevention, Drought Preparedness and Clean Air Bond Act of 2024. The three-year grant agreement was executed in August and supports wildfire prevention and protection, wildfire prevention planning, biological consulting and contractor oversight and land acquisition.

"This purchase represents a major step forward in our long-term strategy to safeguard both the Puente Hills Preserve and the people who live around it," said Andrea Gullo, executive director for the Habitat Authority. "With this new land, we're not only expanding protected open space, we're building real, lasting [wildfire defenses](#) that benefit the local community."

The Habitat Authority was formed in 1994 to preserve and protect more than 3,800 acres of natural habitats of the Puente Hills area, including Hacienda Hills, Turnbull Canyon, Sycamore Canyon, Hellman Park, Arroyo Pescadero, and Powder Canyon.

In December 2024, voters passed [Measure PH](#) to generate revenue to support ongoing maintenance, servicing, protection, preservation of open space and lands owned or managed by the Authority; reduce the risk of wildfire and improve local wildfire prevention, provide ranger safety patrols; and establish recreation program services.

In August, a [joint project](#) between the Habitat Authority and Whittier College garnered national attention after results from its studies about goat grazing and wildfire prevention were published in the oldest botanical journal in the Americas,

9 public safety issues raised by Eaton, Palisades fires – and what’s been done about them

The Eaton and Palisades fires exposed an array of public safety response issues. A year later, here's a look at some of them and what's been done to correct them.



By **NATHANIEL PERCY** | npercy@scng.com | Southern California News Group

PUBLISHED: December 22, 2025 at 6:00 AM PST



Firefighters battle winds and flames as multiple beachfront homes go up in flames along Pacific Coast Highway in Malibu in the Palisades Fire on Tuesday, Jan. 7, 2025 (Photo by David Crane, Los Angeles Daily News/SCNG)



Roland Vaughan, known as the swamper, works up a sweat digging fire lines as fast as he can. He grew up in an Alabama national forest and like many inmates here hopes to become a firefighter after serving his time. The swamper helps supervise fellow inmates from Fenner Canyon Conservation Camp during Cal Fire’s preparedness training at Hubert Eaton Scout in Cedar Glen, Calif. on Wednesday, May 1, 2019. (Photo by Cindy Yamanaka, The Press-Enterprise/SCNG)

Several factors affected how first responders battled the [Palisades](#) and [Eaton](#) fires, two of the most devastating wildfires in California history. Such factors ranged from the amount of staff deployed to basic communication among agencies and to the public.

Those factors also impacted the evacuation of tens of thousands of people from their homes in the Pacific Palisades, Malibu, Altadena and its surrounding areas.

One year later, here are updates on some of the challenges on Jan. 7 and what, if anything, is in the works to remedy them.

Pre-positioned resources

The Los Angeles Fire Department, in anticipation of dangerous fire weather starting on Jan. 7, said it pre-positioned resources in key areas where wildfires were likely. Many of these resources were told to report to stations in the San Fernando Valley.

The Los Angeles County Fire Department also pre-positioned three strike teams – comprised of five engines and 21 firefighters each – in Agoura Hills, La Cañada Flintridge and its air operations base in Pacoima. The department also had 900 additional firefighters working overtime. Some of those resources helped LAFD in the response to the Palisades fire before the Eaton fire broke out.

The closest pre-positioned resources to the Palisades were in Woodland Hills and Agoura Hills.

LAFD has since promised to beef up staffing during high-risk fire weather events.



A firefighter stands in the backyard of a home on Chastain Parkway, looking east at the western flank of the Palisades fire an hour after the blaze erupted, in a photo included in the After-Action Review Report released by the Los Angeles City Fire Department on Wednesday. (Photo courtesy of Los Angeles City Fire Department)

Staffing shortages

In an [after-action report made public in October](#), the Los Angeles Fire Department acknowledged that in the interest of being fiscally responsible amid budget restraints, they did not keep staff from a previous shift on to help in the initial stages of the Palisades fire.

Now, “all staff will be immediately recalled and all available apparatus staffed, regardless of external factors or financial impact,” the report said.



FILE | Beachfront properties are burned by the Palisades Fire, Sunday, Jan. 12, 2025 in Malibu, Calif. (AP Photo/Mark J. Terrill, File)

Coordination

In [it's own after-action report released on Nov. 4](#), the Los Angeles Police Department said it had difficulties coordinating with other agencies during the Palisades fire response – namely LAFD – and lacked stable communication channels and technology.

Officers were slow to arrive because of the drive to the Palisades and because of a lack of personal protective equipment, they stopped door-to-door evacuation alerts, while wind and bad reception caused a tactical alert to be delayed and a shift to a dedicated radio frequency caused “significant confusion,” the report said.

The report recommended, among other things, that the two agencies train together and emphasize “true Unified Command organizational structure.”



Shawn Tyrie, McChrystal Group Partner and the Government President, speaks during a press conference to preview the McChrystal Group's independent after-action review of alerts, warnings and evacuations during the Eaton and Palisades fires, during a press conference in Los Angeles on Thursday, Sept. 25, 2025. (Photo by David Crane, Los Angeles Daily News/SCNG)

Emergency alerts

In both the Palisades and Eaton fires, some residents did not receive timely evacuation warnings. This was [particularly true for west Altadena residents](#). An after-action report by the McChrystal Group, a third-party brought on by the Los Angeles County Board of Supervisors, highlighted shortfalls, including staffing shortages at the Los Angeles County Sheriff's Department and the county's Office of Emergency Management, as well as policies and protocols on evacuation warnings that were "outdated, unclear and contradictory."

The report recommended the county update its policies to make sure that first responders and emergency management understood roles and responsibilities, among others.

Following that report and another [state-commissioned report](#) that concluded alerts were sent out well after the Eaton fire started burning homes in west Altadena, the Los Angeles County Fire Department has [launched its own independent investigation into why evacuation warnings were sent some three hours late](#) to residents in that area.



A heavy air tanker drops a load of fire retardant on a ridgeline to protect Mandeville Canyon — and homes in Brentwood — from the Palisades fire on Thursday, Jan. 9, 2025. (Photo by Mike Meadows/Contributing Photographer)

Air support

Due to high winds, Dan Child, LAFD chief pilot, made the decision to ground aircraft the night of Jan. 7 because pilots were [struggling just to fly the aircraft and maintain altitude in high winds](#).

The aircraft were airborne again the following day and remained in the firefight from that point on.



FILE – Firefighters work a hydrant in front of the burning Bunny Museum, Jan. 8, 2025, in the Altadena section of Pasadena, Calif. (AP Photo/Chris Pizzello, File)

Water supply

The Los Angeles Department of Water and Power system was not adequately prepared to take on the demand for water in battling the Palisades fire, [running out of water in the area by early morning, Jan. 8](#). A nearby reservoir was also empty as it was being repaired.

LADWP temporarily asked customers to conserve water while also sending about 20 mobile water tanks to support the fire department. The state later sent another 140 tankers to augment the struggling water systems.

Governor Gavin Newsom, three days after the fires started, [called for a review into the causes of the lost water supply and water pressure](#) across Los Angeles County and asked state and firefighting officials what local governments can do to provide an adequate water supply for emergency responses.

Municipal water systems are not designed to fight wildfires. Experts have said any upgrades to water systems in the foothill communities will not be cheap or easy.



A resident of a senior center is evacuated as the Eaton Fire approaches Tuesday, Jan. 7, 2025 in Altadena, Calif. (AP Photo/Ethan Swope)

Senior centers

Two senior care facilities in Altadena and Pasadena were found to have [failed to follow emergency protocols and improperly handled evacuations](#) of some residents during the Eaton fire, including one – MonteCedro – where LASD deputies found two residents who were left behind at or near the facility.

In an online statement, MonteCedro said a new executive director was brought on in August.

At The Terraces at Park Marino, one resident was left behind and eventually evacuated by Pasadena firefighters. The facility was destroyed by the Eaton fire, but was expected to reopen in 2027.



Edison crews look for damage on an electric tower 227 in Altadena on Thursday, May 8, 2025. The tower was being removed by helicopter and hit another tower during the Eaton fire investigation. (Photo by Gene Blevins, Contributing Photographer)

Power lines

Though the cause hasn't been officially determined, many residents who lost homes in the Altadena area have [filed lawsuits against Southern California Edison](#), claiming its equipment started the blaze.

The utility also started the [Wildfire Recovery Compensation Program for victims of the Eaton fire](#), where residents can file claims. Within the first three days, the utility received nearly 400 applications.

The utility, in April, unveiled a preliminary plan to underground 153 circuit miles, mostly in burn scar areas, among other improvements.

Thermal heat imaging

Los Angeles city firefighters picked up their hoses and other equipment on Jan. 2 and left the scene of the Lachman fire while it continued to smolder underground, reigniting and turning into the Palisades fire on Jan. 7.

The department says it will monitor burn scar areas with heat detecting drones moving forward.



California again delays 'zone zero' wildfire protection rules for homes



A home is engulfed in flames during the Eaton fire in Altadena Wednesday Jan. 8, 2025. (Photo by Will Lester, Inland Valley Daily Bulletin/SCNG)

By **Bloomberg** | wordpress@medianewsgroup.com | Bloomberg

PUBLISHED: December 10, 2025 at 11:37 AM PST

By Todd Woody | Bloomberg

A California state agency won't meet Governor Gavin Newsom's year-end deadline to finish [long-delayed regulations](#) to protect homes from wildfires, rules that experts say could have limited the destruction of the [January Los Angeles firestorms](#).

At a meeting of the California Board of Forestry and Fire Protection on Monday, chair Terrence O'Brien said officials would wait until March 2026 to continue work on regulations to require ember-resistant zones, called Zone Zero, around some 2 million houses in high-risk wildfire areas. That means it could be mid-2029 or later before any mandate takes effect for existing homes.

O'Brien cited continued disagreement on how strictly to enforce the Zone Zero requirement to remove plants, wood fences and other combustible material within five feet of a home for the ongoing delays. A 2020 law enacted after a series of devastating wildfires originally mandated a January 2023 deadline to complete the regulations. "That continues to be the challenge we face," he said at the meeting.

Fed's Powell wants economy in 'good shape' before term ends

"California is committed to getting Zone Zero right, not just getting it done, through rules that reflect what LA fire survivors have told us while balancing resilience to the next fire, the realities of the insurance market and what homeowners can reasonably afford," Anthony Martinez, a spokesperson for Newsom, said in an email.

Scientific studies have shown that measures to prevent wind-blown embers from igniting a home dramatically increases its chance of survival. Wildfire officials and insurance executives have pushed for a stringent interpretation of the law amid residents' pushback against removing lush landscaping, particularly in Southern California.

A similar dynamic led the state in 2023 to put the regulations on hold after missing a January deadline that year to enact the rules. A Bloomberg Green investigation found that the board at that time had refused to ban all combustible materials within Zone Zero while the governor's office worried about the cost to homeowners.

In the wake of the LA catastrophe that destroyed 16,000 buildings and killed 31 people, Newsom in February ordered the board to resume drafting Zone Zero and finish the work by Dec. 31. The board issued draft regulations in March that barred landscaping, wood fences and gates and other combustible material within five feet of a house but allowed non-flammable pots containing small plants. Trees were permitted as long as branches were trimmed away from the dwelling.

Over the course of 11 public workshops held this year on the regulations, a group of Southern California homeowners, including some that lost their houses in the Eaton and Palisades fires, fought the draft rules, arguing that well-watered plants in Zone Zero would actually protect their homes and removing landscaping would hurt wildlife.

After proposing draft regulations that only allowed potted plants in Zone Zero, the board appeared to backtrack in October, presenting four Zone Zero options, ranging from banning nearly all combustible material to allowing "well-maintained plants" within five feet of a home.

At Monday's hearing, the board heard presentations from horticulturalists who favored allowing certain landscaping within the ember-resistant zone. But officials with Cal Fire, the state fire-fighting agency, said a failure to require a strict Zone Zero would put communities at a growing risk of urban wildfires as climate impacts place more homes in high-risk areas.

Some California cities have already implemented their own version of Zone Zero. Following the LA wildfires, Berkeley officials faced opposition from homeowners after proposing strict ember-resistant zone requirements for parts of the fire-prone Berkeley Hills. But over the summer, the city council approved the rules, which will take effect Jan. 1.


CLIMATE & ENVIRONMENT

Cal Fire approach to SoCal's wildfire crisis could make things worse, court says



A bulldozer moves into position to cut firebreaks as a hand crew descends a hillside during the Canyon fire in Castaic on Aug. 8, 2025. (Myung J. Chun / Los Angeles Times)



By Noah Haggerty
Staff Writer |  Follow

Nov. 25, 2025 3 AM PT

- A court ruled a statewide Cal Fire program risks making fires worse by removing native chaparral and allowing the spread of more flammable grasses.
- The decision exposes a fundamental rift: Ecologists prefer solutions that preserve native ecosystems, while fire officials incorporate plans to remove vegetation that fuels a fire.

In a case that calls into question plant clearing techniques that have become fundamental to the California Department of Forestry and Fire Protection, or Cal Fire, the San Diego Superior Court has ordered the agency to amend a program to reduce wildfire risk across the state because it could make things worse.

The years-long legal action filed by the California Chaparral Institute and Endangered Habitats League against the Board of Forestry and Fire Protection within Cal Fire, highlights deep rifts between ecologists' and firefighters' approaches to solving California's wildfire crisis.

Richard Halsey, director of the California Chaparral Institute, was elated. "Chaparral and sage scrub is more than 10% of the state," he said.

"Despite all the rhetoric about how we love biodiversity, you're going to wipe out where most of the biodiversity is in the state," and in the process make the landscape more flammable, Halsey said of the Cal Fire plan.

Cal Fire's Vegetation Management Program aims to use prescribed fire plus tree and brush cutting to reduce the risk of a wildfire igniting, exploding out of control and jeopardizing lives and property. In doing so, the agency also tries to nurture the biodiversity of native species and protect clean water and soil health.



Crews clear a firebreak during the July 2023 Victor blaze in Santa Clarita. (Jason Armond / Los Angeles Times)

In California's conifer forests, this often looks like thinning an unnaturally high density of trees and brush that fuel exceptionally severe fire.

But in Southern California, much of the wildlands are home to chaparral ecosystems of shrubs, oak trees, native grasses and flowers, and the typical approach is to cut fuel breaks: long strips along ridgelines and roadways devoid of all vegetation that can stop creeping ground fires in their tracks and give firefighters safe access to battle wind-driven blazes that can easily jump.



CLIMATE & ENVIRONMENT

The state's wildfire policy long overlooked SoCal. Now it's course correcting

Oct. 16, 2025

Severe and frequent wildfires are already causing some areas with trees to become chaparral and some areas of chaparral to become just flammable grasses. The legal action claimed that Cal Fire's chaparral firebreaks can cause this "[type conversion](#)."

When native chaparral is cleared from a landscape, whether by a wildfire or through a vegetation management project, it's often not native plants that grow back, but instead opportunistic fast-growing invasive grasses.

Cal Fire argued that its program addressed this in its environmental impact review. But the California Chaparral Institute and Endangered Habitats League said the department did not take into account that these invasive grasses are much more flammable than the native species it is cutting down — meaning it could increase fire risk.

The Vegetation Management Program guides real work on the ground. So far this year it has completed more than 5,400 acres of work on 26 projects. About 13% of the work was in shrublands, like chaparral.



CLIMATE & ENVIRONMENT

How recent wildfires have primed Malibu and the Santa Monica Mountains for more frequent blazes

Dec. 14, 2024

The board did not immediately respond to a request for comment.

The ecology organizations [filed the petition in 2020](#), and in 2023 the San Diego Superior Court ruled for Cal Fire. The organizations appealed, and, in May 2025,

California's 4th District Court of Appeal reversed the trial court and ordered it to determine how to remedy the problem.

On Nov. 14, the lower court ordered Cal Fire to address the potential for type conversion to worsen wildfire risk and until it does so, barred individual projects in the Vegetation Management Program from relying on the program's blanket environmental review to comply with the California Environmental Quality Act.

The order does not apply to new fuel break projects that already have a plan to prevent flammable grasses from growing, nor to maintaining existing fuel breaks. Projects on land that has already lost its trees or chaparral to type conversion are also allowed to continue.

Ecologists and fire officials ultimately have the same goals: reduce devastating wildfires and protect native biodiversity. After all, fire can wipe out thousands of acres of native ecosystem — and the non-native ecosystems that plague the region can much more easily ignite.

But ecologists tend to favor solutions preserving native ecosystems (such as programs focused on reducing the chance of fire starting in the first place), whereas fire officials tend to gravitate toward solutions that view plants as “fuel” for a potential fire (such as cutting away vegetation to create fuel breaks).



CALIFORNIA

In high-tech race to detect fires early, O.C. bets on volunteers with binoculars

Aug. 15, 2025

Fire officials argue fuel breaks are one tool that gives crews a much needed strategic advantage when they're working to protect communities. However, some ecologists question whether breaks even help in ember-driven fires and whether fire departments actually staff fuel breaks during an emergency.

These differences came into full focus as fire departments and land managers in the Santa Monica Mountains began a project to build a network of fuel breaks throughout the region in September, thanks to an expedited approval process created by Gov. Gavin Newsom and funding from the \$10-billion climate bond that California voters approved last November.



CLIMATE & ENVIRONMENT

Man, machine and mutton: Inside the plan to prevent the next SoCal fire disaster

Oct. 14, 2025

“The governor and legislature were clear: We need to move faster to get more of these projects in Wildfire risks are getting worse,” Wade Crowfoot, California’s natural resources secretary, said at the time. “A well-designed fuel break that takes environmentally protective measures will not only protect these communities this winter but will allow for broader, more holistic landscape management.”

More to Read

Can you survive a wildfire sheltering at home? For one community, L.A. County Fire says it may be the only option

Nov. 24, 2025



‘Zone zero’ rule could be California’s wildfire savior — or its environmental undoing

Sept. 15, 2025



California’s wildfire moonshot: How new technology will defeat advancing flames

Aug. 10, 2025



**Noah Haggerty**

Noah Haggerty is an environment and science reporter at the Los Angeles Times covering wildfire in the American West. A graduate of Northeastern University, he has a background in physics research, focusing on spacecraft propulsion and fusion energy. Haggerty joined The Times in 2024 as an AAAS Mass Media Fellow.

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Nature is rebounding a year after January's fires, as plants, wildlife – and even a waterfall – thrive

The hardest part is to rebuild structures, such as bathrooms and the Eaton Canyon Nature Center, for which dollars are still needed



Tim Martinez, land manager for the Arroyos and Foothills Conservancy, visits the Rubio Canyon Preserve in Altadena on Friday, December 12, 2025 where they used a Los Angeles County RESTORE grant to rebuild the Loma Alta Trail after it was damaged in the Eaton fire. (Photo by Sarah Reingewirtz, Los Angeles Daily News/SCNG)



By **STEVE SCAUZILLO** | sscauzillo@scng.com | Daily News

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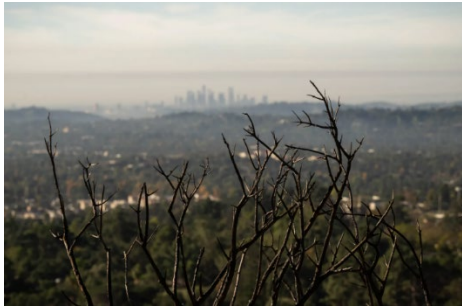
When a devastating Jan. 7 wildfire burned through the natural canyons above Altadena, land was charred and left denuded, but worse than that, the spring storm surge unloosed boulders and sediment that washed away trails and creek beds.

But naturalists say there is a silver lining to all this fire, even one attached to those mammoth sediment and boulder flows.

At the Rubio Canyon Preserve, storm surges pushed away 100 cubic yards of dirt that was burying the historic Maidenhair Waterfall since a 2004 mountain landslide, essentially bringing it back from the grave.

“That storm flow was so great it unburied that waterfall, which is about 12 to 15 feet high,” said Sean Green, co-leader of the Rubio Canyon Trail Crew on Dec. 10. He said the upper portion of this 41-acre preserve where the waterfall has come back to life has lots of water from a spring deluge and more consistent November rains.

A waterfall coming back to life after 21 years is just one example of how fire and floods in nature can rejuvenate the land.



A view of the downtown Los Angeles skyline is seen through burned Mountain Mahogany along the Loma Alta Trail in the Rubio Canyon Preserve in Altadena on Friday, December 12, 2025. The land, owned by Arroyos and Foothills Conservancy which saved the land from development when purchased in 2011, used a Los Angeles County RESTORE grant to rebuild the trail after

the Eaton fire. (Photo by Sarah Reingewirtz, Los Angeles Daily News/SCNG)

Pollution, nature concerns remain

However, when the Eaton fire tore through homes in Pasadena and mostly in Altadena, there is no silver lining — leaving only ashes, destruction of 9,414 structures and 19 lives in its wake. Many who want to come back are concerned about the loss of the urban tree canopy that provided shade to this older community.

Along the coast, the Palisades fire took 12 lives, and destroyed 6,837 homes and commercial structures in iconic neighborhoods of the Pacific Palisades, Malibu and unincorporated Sunset Mesa and Topanga. Though debris clearance went amazingly fast, those charred pieces of homes, toxic electric car batteries and other chemical waste washed into the Pacific Ocean.

Still, testing from 10 collection sites along the length of Santa Monica Bay immediately after the fires showed “water quality at L.A.’s beaches was much better than expected, diminishing fears about human health impacts from polluted runoff in fire-scarred areas,” according to a statement from Heal the Bay, a local oceans watchdog nonprofit. The statement was released on March 27.

In May, the nonprofit said nothing changed, meaning the water quality didn’t get worse. In fact, the water tested well below an EPA risk threshold for water recreation, explained Annelisa Ehret Moe, associate director of science and policy for Heal the Bay on Dec. 15.

Results from new ocean water samples taken in October, November and early December may take weeks to return from its laboratory partners, she said. Right now, the risk to humans is very low, she said.

Heal the Bay was concerned about marine mammals and fish experiencing “elevated levels” of such chemicals as beryllium, copper, chromium, nickel, lead ... silver, arsenic and zinc” that were above average marine-health limits in the first few months after the fires. But more research needs to be done on whether toxic metals are entering the food chain of fish and marine mammals, such as dolphins.

While concerns remain, Third District L.A. County Supervisor Lindsey Horvath, whose area includes the burn areas along the coast, said the L.A. County Department of Beaches and Harbors pronounced the beaches near the fire zones as safe last month.

“People can now go on those beaches. They are permitted,” said Horvath in an interview on Dec. 11.

Rejuvenating canyons, trails, parks

While exactly how new infrastructure will improve the rebuilding of homes along the coast remains a question, [Will Rogers State Historic Park re-opening to the public on Nov. 8](#) was a milestone, as well as a sign of resilience for the region.

In Altadena, the recent rebuilding of Loma Alta Park has brought the community a small light shining through the darkness. Also, the donation of [\\$5 million from Walt Disney Co. to rebuild Charles White Park](#) is another example of manmade parks coming back to life.

“Water is seeping into the soil and feeding these very thirsty trees, so I’m cautiously optimistic. All we have to do is get through the next few months,” — Cristhian Mace, natural areas biologist for L.A. County

Likewise, those who’ve combed through the surrounding natural areas, such as Rubio, Eaton and Millard canyons adjacent to Pasadena and Altadena, can point to green sprouts from charred stumps, native and non-native plants re-bounding in bunches, and wildlife such as birds, lizards, bees, coyotes, mountain lions and even bears seen again populating the once blackened canyons.

In Eaton, humans will add to nature

The closed, 198-acre [Eaton Canyon Natural Area Park in Altadena](#), one of the most popular parks in L.A. County for nature-starved humans, will get a boost from the L.A. County Department of Parks and Recreation. They are planning to install a Landscape Recovery Center in the overflow parking area that will include: a native garden, a tree-grow yard, demonstration gardens and outdoor classrooms, explained Cristhian Mace, natural areas biologist for L.A. County.

Mace and her team will be helping plant trees grown from a seed library with seeds taken pre-fire from Eaton Canyon. The re-planting will take place in the park's upper plateau, where people enter the park. The effort also includes replacing burned-out infrastructure with new bathrooms, picnic areas and a new Eaton Canyon Nature Center, all destroyed in the Eaton Fire.

"Mother Nature has her own plans," Mace said.

In the more than 11 months since the Jan. 7 Eaton fire, she's seen so much re-growth in the park that a lot of what the county will do is just get out of the way.

"I can count on two hands how many trees we lost in Eaton Canyon," Mace said on Nov. 19. "About 85% to 90% of oak and sycamore trees survived."

New rains in November have sped up the recovery, watering new shoots from trees and growing new, smaller plants.

"Water is seeping into the soil and feeding these very thirsty trees, so I'm cautiously optimistic. All we have to do is get through the next few months," she said.

Speaking of new plants, the fire cracked open buried seeds, causing species to sprout that haven't been seen in decades. So-called fire followers include: laurel sumac and elderberry sprouting from burnt stumps. Also, a display of purple phacelia grandiflora were seen in April and May, including seven related species that botanists had to search the records books to find the last time they were here — if ever.

A succession of new plant coverage is taking root, literally grabbing the slopes tight. Roots also provide microbes like fungi as food for animals. Some plants fix nitrogen into the soil, known as legumes.

The downside is that nature casts a wide net.

It allows invasive plants, including mustard, castor bean and tree tobacco plants, to return. These choke out native plants and suck up too much water. So teams are removing them by hand, Mace said.

Where do these invasive plants come from?

Some seeds encroach into the park from neighbors' ornamental landscaping and gardens. Others get trapped in the car tires of visitors or on their clothes. Many are washed into the park from the Angeles National Forest to the north, where more non-native plants, such as mustard with its yellow flowers, have invaded, Mace said.

Conservancy repairing trails

Tim Martinez, land manager for the Arroyos & Foothills Conservancy, pointed out native, fire-followers on the slopes of the conservancy's 41-acre Rubio Canyon Preserve. The Conservancy bought this land in 2011 to preserve nature, prevent development, and help wildlife move along the foothills and into the Angeles National Forest on the north end.



Tim Martinez, land manager for the Arroyos and Foothills Conservancy, visits the Rubio Canyon Preserve in Altadena on Friday, December 12, 2025 where he found coyote brush in full bloom on the Loma Alta Trail as it recovers from the Eaton fire. (Photo by Sarah Reingewirtz, Los Angeles Daily News/SCNG)

On Dec. 12, Martinez stopped at a coyote bush, its puffy, white flowers caught in a wind gust sending white seeds floating down the canyon. "This is an example of rejuvenation — of what the fire did naturally. See this, this is all fresh, a rejuvenated coyote bush," he said during a tour of the preserve's lower canyon.

Others, like a wild cucumber plant, came to life after the Eaton fire, he said. Several older buckwheat plants showed new life, bursting with tiny flowers. "The roots of this buckwheat plant are holding up these mountains," he said.

Later, he pointed to deer tracks following newly restored portions of the trail that had been wiped out by the storm surge.

All-volunteer trail restoration crews have been hard at work restoring the Loma Alta Trail on the preserve since April. Both deer and soon, hikers when the trail reopens, will use the rebuilt trail with new steps and retaining walls to hold back any slides. A retaining wall is installed with wire fencing and tree posts built into the mountain, then backfilled, Green explained.

“We figure around February we will have the lower loop trails in really good shape,” Green said of his trail repair crew. Repairing trail damage in the upper portion will take several more months of hard work. “There are steeper trails there so it is harder to fix,” he explained.

The Conservancy used a \$40,000 grant from LA County to make these deep repairs, amounting to a 100-foot section of the Loma Alta Trail. This trail is key because it connects with the Altadena Crest Trail, an east-west trail stretching to Loma Alta Park.

What about the wildlife?

Folks in Altadena and Pasadena love to talk about what wildlife they’ve seen. Many say the coyotes are fat and thriving. Some motion-sensor cameras have captured deer, bears, mountain lions and gray foxes.

Many are seen in the Conservancy’s 13-acre Millard Canyon Preserve, which was untouched by the recent wildfires. The healthy habitat has attracted these and other mammals, kind of like a shelter from the fire.

“The wildlife has come into those areas like a refuge for them,” said Natasha Khanna-Dang, the Conservancy’s urban conservation biologist. “There are a lot of plants not burned. They’ll use them for resources,” she said, including as food or for shade during the hotter days.

A Merriam’s chipmunk was reported in Rubio Canyon since the fire, as was a western gray squirrel. Both are not often found in these lower canyons, Khanna-Dang said. “It’s a good sign we are seeing them here,” she added.

She and a colleague in April did a survey of bumble bees in Rubio Canyon and found a large number. “There were a lot of bees there and they loved it, just hanging out on the native vegetation,” said Khanna-Dang. Again, another sign of a healthier habitat.

Meanwhile, back at Eaton Canyon Natural Park, Mace said she can't help notice evidence of so many wild animals using the space.

"The wildlife seem to be rising. Every time I go to the park I see so many deer. Plus, I see tracks from black bears and coyote, fox, deer and rabbits. And the fence lizards are doing push-ups on the rocks. They are making use of a people-free space," Mace said.

When she goes into the park, she recognized the song of a red-shouldered hawk singing. "Pre-fire I was at Eaton Canyon and I'd hear the hawk screaming overhead. Now I hear that same red-shouldered hawk," Mace said.

Other birds visiting the park include: American kestrels and Cooper's hawks, she said. "All the big raptors are present," she said, along with smaller birds such as white-crowned sparrows and California towhees.

The biggest challenge is not bringing the wild plants or wildlife back. It is rebuilding the manmade structures. The cost to rebuild the Eaton Canyon Nature Center is \$19 million, the county reported. County has hired designers to configure the new building and most likely it will be in a different spot within the county park.

The nature center, a popular place for lectures and for en plein air painters, was destroyed by embers landing on the roof and blown into the windows. The first nature center building burned in 1993 in the Kinneloa Fire. The new center opened in 1998.

"Let's hope it does not take five years before we are celebrating the new nature center," Mace said.