

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

The special meeting of the Board of Directors, NOVEMBER 20, 2025, at 10:30 am
will take place in-person and also available for remote access.

Members of the public can observe and participate in the meeting as follows:

In-person: **Joint Administration Office of the County
Sanitation Districts of Los Angeles County
1955 Workman Mill Road, Whittier, California 90601**

Location: Room information to be provided at 1955 Workman Mill Road
on the day of the meeting.

And remotely for members of the public via Zoom by joining at this address:

<https://us02web.zoom.us/j/3397206095>

Zoom ID 339 720 6095

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

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

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

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

Pursuant to Section 54956 of the Government Code the Puente Hills Habitat Preservation Authority (Authority), a Special Meeting of the Board of Directors of the Authority will be held at the call of the Chair of the Authority at the above time and place for the purpose of:

1. Receipt of Public Comments. Members of the public may address the Board of Directors on any topic within the jurisdiction of the Habitat Authority, or any item on the agenda.
2. Consent Calendar:
 - a. Approval of Authority Meeting Minutes of October 22, 2025.
 - b. Receive and file Authority's Portfolio Earnings Report and Custom by Instrument Type for October 2025 prepared by the County of Los Angeles Treasurer and Tax Collector.
3. Presentation by Authority consultant mPR regarding communication outreach efforts.
4. Consideration and action for position supporting California Assembly Bill 1083.
5. Discussion regarding updating the joint powers agreement of the Authority.
6. Discussion regarding Authority holiday party.
7. Pending litigation – Initiation of litigation in one case. A closed session will be held, because the Board of Directors has decided or is deciding whether to initiate litigation. (This item can be heard in closed session pursuant to Government Code Section 54956.9(c), (d)(4).)
8. Instruction to negotiators on property negotiations for Assessor Parcel Number 8267-017-907. Negotiating parties include Board Chair, Executive Director, and Los Angeles County. (This item can be heard in closed session pursuant to Government Code Section 54956.8 regarding real estate negotiations.)
9. Discussion and possible action authorizing the Executive Director to execute a contract with Psomas in the amount of \$30,500 for boundary survey, mapping and legal description services in La Habra Heights, and to amend the Authority fiscal year 2025-26 budget accordingly.
10. Board Members' statements, responses, questions or directions to staff, and Executive Director's comments.
11. Adjournment and announcement of next meeting.

**CONSENT
CALENDAR AGENDA
ITEM 2A**

DRAFT Minutes of Special Meeting – October 22, 2025
BOARD OF DIRECTORS
PUENTE HILLS HABITAT PRESERVATION AUTHORITY

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

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

At 3:24 p.m., the meeting was called to order and a roll call was taken.

From Sanitation Districts of Los Angeles County:

Present: Robert Ferrante, Director

From County of Los Angeles

Present: Ivan Sulic, Chair

From City of Whittier:

Present: Councilmember Mary Ann Pacheco, Vice Chair

From Hacienda Heights:

Present: Cassandra Garcia, Director

Authority representatives present:

Andrea Gullo, Authority Executive Director
Michelle Mariscal, Authority Ecologist
Carlos Zelaya, Authority Program Analyst
Elena Gerli, Esq., Burke, Williams, Sorensen LLP, Authority Counsel
Kenn Hughes, Deputy Chief Ranger – Mountains Recreation and
Conservation Authority
Cathy Houwen, CTAC's Board Liaison

- 1. CONSIDERATION OF VICE CHAIR PACHECO'S REQUEST TO ATTEND THE MEETING VIA TELECONFERENCE FOR JUST CAUSE, PURSUANT TO GOVERNMENT CODE SECTIONS 54953(F)(2)(A)(I) AND 54953(J)(2)C. THIS IS VICE CHAIR PACHECO'S FIRST REQUEST TO ATTEND A BOARD MEETING REMOTELY FOR JUST CAUSE.**

The item became invalid as in-person attendance was possible.

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

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 and a few migrant birds. Three new participants joined this walk. An overall count of 155 different species have been reported via e-bird in the canyon. Of special note was a first-ever observation of a Greater Peewee in the canyon. This month marks the 8th anniversary of the partnership between the Whittier

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PUENTE HILLS HABITAT PRESERVATION AUTHORITY

Audubon and the Authority.

3. REPORT BY AUTHORITY’S CITIZENS TECHNICAL ADVISORY COMMITTEE.

Liaison to the Board, Cathy Houwen, provided a report for the October 21, 2025 CTAC Meeting.

4. CONSENT CALENDAR:

- A. Approval of Authority Meeting Minutes of September 18, 2025.**
- B. Receive and file Authority’s Portfolio Earnings Report and Custom by Instrument Type for September 2025 prepared by the County of Los Angeles Treasurer and Tax Collector.**
- C. Receive and file Authority’s Wells Fargo account reconciliation quarterly report.**
- D. Reappointment of Cathy Houwen to Authority’s Citizens Technical Advisory Committee representing La Habra Heights.**
- E. Receive and file Receipts and Disbursements for the Authority for the quarters ending June 30, 2025, and September 30, 2025, as submitted by the Los Angeles County Department of Auditor-Controller.**

Vice Chair Pacheco motioned to approve items A through E on the consent calendar. Director Garcia seconded the motion and, in a vote, the motioned passed unanimously.
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5. Update, receive and file of Authority’s quarterly budget report.

Krystal Cabrera, the Authority’ accountant with LSL Consulting, provided an overview of the Authority’s quarterly budget reports.

Andrea Gullo, Authority Executive Director, explained that the Olinda funds have been moved to the Preallocated funding category and will be spent on City of Whittier owned Proposition A funded properties.

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

Deputy Chief Ranger Kenn Hughes provided a presentation

7. DISCUSSION AND POSSIBLE ACTION ABOUT MOVING REGULAR BOARD MEETINGS FROM 3 P.M. TO A MORNING HOUR.

Discussion took place. It was decided that the next Board meeting on November 20th would be scheduled at 10:30 a.m.

8. DISCUSSION AND POSSIBLE ACTION SENDING OPPOSITION LETTER(S) REGARDING CATALINA ISLAND CONSERVANCY’S PLAN TO ERADICATE THE ISLAND’S DEER POPULATION.

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Discussion took place.

Director Garcia motioned to approve sending an opposition letter regarding Catalina Island Conservancy's plan to eradicate the island's deer population, and Chair, Sulic seconded the motion and, in a roll call vote, the motioned passed.

Ayes: Garcia, Pacheco, Sulic

Abstained: Ferrante

9. DISCUSSION REGARDING UPDATING THE JOINT POWERS AGREEMENT OF THE AUTHORITY.

Discussion took place. Direction was provided to staff.

10. DISCUSSION AND POSSIBLE ACTION 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.

Michelle Mariscal, Authority Ecologist, provided an overview. She explained that a noncompetitive procurement was 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.

Director Ferrante motioned to approve authorizing Executive Director to execute a contract with Land IQ in the amount of \$170,000 for preparing a Preserve-wide vegetation map. Vice Chair Pacheco seconded the motion and, in a vote, the motioned passed unanimously.

11. DISCUSSION AND POSSIBLE ACTION 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.

Authority Ecologist Michelle Mariscal provided an overview. She explained that a noncompetitive procurement was 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

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services for the Authority, and in particular they provide specialized expertise involving maintenance of native habitat restoration areas and landscapes, and therefore, are the most satisfactory for Authority purposes.

Director Ferrante motioned to approve authorizing the Executive Director to execute contracts with Nakae & Associates for 1) Sycamore and Turnbull Canyon 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. Vice Chair Pacheco seconded the motion and, in a vote, the motioned passed unanimously.

12. DISCUSSION AND POSSIBLE ACTION APPROVING AUTHORITY RESOLUTION NO. 2026-__ ENTITLED ESTABLISHING THE SALARY, BENEFITS AND MANAGEMENT FOR EMPLOYEES.

Discussion took place.

Director Garcia motioned to approve the attached Resolution 2026-03 Establishing the Salary, Benefits and Management for Employees. Vice Chair Pacheco seconded the motion and, in a vote, the motioned passed unanimously.

Closed session items:

At 4:59 p.m. Chair Sulic moved to continue the discussion of item 13 in Closed Session.

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

At 5:28 p.m. Chair Sulic moved to end the Closed Session, and the Open Session recommenced. Item 13 was discussed, direction was provided and no reportable action was taken.

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

Vice Chair Pacheco shared that a meeting with the City of Whittier Human Resources department went well regarding collaboration efforts with the Habitat Authority. She was unable to attend the National Night out in Whittier, but heard that the Rangers did a great job representing in the community.

Director Ferrante shared information regarding upcoming wildfire workshops – post-fire – lessons learned from Palisades and Eaton. He shared information with staff as it may be appropriate to attend.

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Chair Sulic discussed holiday party venue options.

Andrea Gullo, Authority Executive Director, shared that the Mid-Autumn hike had 40 participants, a successful partnership event. It was suggested that the Habitat Authority may potentially do seasonal partnering events, including the Lunar New Year. The Sierra Club approached the Habitat Authority to explore potential funding for the Authority. It was also shared that the Rangers will be attending the Whittier Christmas Parade on Saturday, December 13th. Executive Director Gullo, concurred with Vice Chair Pacheco's statement regarding the City of Whittier HR department meeting and shared a shift towards greater reliance on the Habitat Authority's legal team for HR matters and direction.

15. ADJOURNMENT AND ANNOUNCEMENT OF NEXT MEETING.

There being no further comments or business to be discussed, Chair Sulic adjourned the meeting at 5:49 p.m. The next meeting will be a special Board meeting planned for November 20, 2025, at 10:30 a.m.

Approved:

Ivan Sulic, Board Chair

Carlos Zelaya, Program Analyst, Board Secretary

**CONSENT
CALENDAR AGENDA
ITEM 2B**



ELIZABETH BUENROSTRO GINSBERG
TREASURER AND TAX COLLECTOR

**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR**

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

Board of Supervisors

HILDA L. SOLIS
First District

HOLLY J. MITCHELL
Second District

LINDSEY P. HORVATH
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

November 7, 2025

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

Email: agullo@habitatauthority.org

Dear Andrea Gullo:

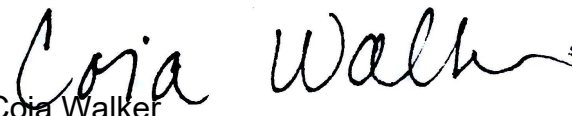
**PUENTE HILLS HABITAT PRESERVATION AUTHORITY
MONTHLY INVESTMENT REPORTS**

Enclosed are the Puente Hills Habitat Preservation Authority Portfolio Income Report (Earnings Report), Custom Position Report, Purchase Detail Report, and Chronological Report for the month ended October 31, 2025, for your review and reference.

Should you have questions, please contact Sona Kyupelyan, Assistant Operations Chief, of my staff at (213) 584-1269, or skyupelyan@ttc.lacounty.gov

Very truly yours,

ELIZABETH BUENROSTRO GINSBERG
Treasurer and Tax Collector


Coia Walker
Operations Chief

CW:SK:rm

Enclosures

c: czelaya@habitatauthority.org



Income Report - PHHPA

10/01/2025 - 10/31/2025

Specific Purpose Invest Agg (299402)

Dated: 11/04/2025

SPI

Original Lot ID	Detailed Description	CUSIP	Coupon Rate	PAR Value	Interest/Dividend Received	Accretion Income	Amortization Expense	Interest Income	Net Gain/Loss	Net Income
821801196	FREDDIE MAC 2.000 08/27/43 '25 MTN	3134GWSD9	2.000	9,500,000.00	0.00	0.00	0.00	15,833.33	0.00	15,833.33
821801198	FED FARM CR BNKS 2.500 07/29/41 '25	3133EMW65	2.500	22,675,000.00	0.00	0.00	0.00	47,239.58	0.00	47,239.58
---	---	---	2.368	32,175,000.00	0.00	0.00	0.00	63,072.91	0.00	63,072.91

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



Custom Position Report - PHHPA

As of 10/31/2025

Specific Purpose Invest Agg (299402)

Dated: 11/04/2025

SPI

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

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



Purchase Detail Report - PHHPA

Specific Purpose Invest Agg (299402)

10/01/2025 - 10/31/2025

Dated: 11/04/2025

LA Fund Number	Original Lot ID	Description	Settle Date	Final Maturity	Coupon Rate	PAR Value	Principal	Purchased Accrued Income	Settlement Amount
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* Grouped by: Aggregate Accounts. * Groups Sorted by: Aggregate Accounts. * Filtered By: Settle Date ≥ 10/01/2025 and Settle Date ≤ 10/31/2025 and LA Fund Number = "PHHPA". * Weighted by: Ending Market Value + Accrued. * Holdings Displayed by: Lot.

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



Chronological Report - PHHPA

10/01/2025 - 10/31/2025

Specific Purpose Invest Agg (299402)

Dated: 11/04/2025

LA Fund Number	Original Lot ID	Detailed Description	Settle Date	Final Maturity	Change In Current FV	Purchases	Maturities/Redemption	Purchased Accrued Interest	Coupon Payment
---	---	---	---	---	0.00	0.00	0.00	0.00	0.00

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

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

AGENDA ITEM 3

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

AGENDA ITEM NO. 3

MEMORANDUM

Date: November 20, 2025

To: Board Members

From: *Andrea Gullo*
Andrea Gullo, Executive Director

Subject: Presentation by Authority consultant mPR regarding communication outreach efforts.

Recommendation:

This is an informational item.

Background:

Approved at the September Board 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.

Their presentation today will be an introduction and background for the Board about the current and future efforts moving forward. The contract with mPR is for twelve months.

Fiscal Impact:

None

AGENDA ITEM 4

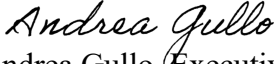
Puente Hills
Habitat Preservation Authority
Endowment Provided by the Puente Hills Landfill

AGENDA ITEM NO. 4

MEMORANDUM

Date: November 20, 2025

To: Board Members

From: 
Andrea Gullo, Executive Director

Subject: Consideration and action for position supporting California Assembly Bill 1083.

Recommendation:

That the Board support AB1083 and authorize the Chair or Executive Director to take appropriate actions supporting the position including sending letters of support.

Background:

Assemblymember Damon Connolly's AB 1083 (2025-2026 legislative session), known as the "CEQA Cleanup Bill", aims to restore environmental and labor safeguards that were weakened by Senate Bill 131 and Assembly Bill 130, enacted in June 2025. Those bills reduced California Environmental Quality Act (CEQA) oversight, allowing many proposed projects to move forward without standard environmental review. In addition, SB 131 weakened protections for threatened or endangered species by excluding their *habitat* from the definition of "natural and protected lands" unless the habitat already had specific formal protections.

Proposed AB 1083 seeks to remedy reduced protections for open space lands which would benefit the Puente Chino Hills wildlife corridor. However, clarification in the bill may be needed to extend protections for all publicly owned or managed natural land for preservation purposes, not only those with adopted natural community conservation plans, habitat conservation plans, or other adopted natural resource protection plans.

The proposed AB 1083, in part, is as follows:

"...Existing law excludes projects located on natural and protected lands, as defined, from these exemptions, as provided. Existing law includes in the definition of natural and protected lands, lands protected as preserve areas or reserve lands pursuant to an adopted natural community conservation plan or habitat conservation plan, as specified.

This bill would instead include, for that portion of the definition of natural and protected lands, lands identified for conservation in an adopted natural community conservation plan, habitat conservation plan, or other adopted natural resource protection plan, as specified. The bill would also expand the definition of natural and protected lands to include habitat for protected species, as specified, fully protected

*species, or species protected by the federal Endangered Species Act of 1973, the California Endangered Species Act, or the Native Plant Protection Act. The bill would eliminate the exemption from CEQA for advanced manufacturing projects...*¹

The full bill can be found at this link:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB1083&mc_cid=9355a71748&mc_eid=32a5d81242

At this time it is not clear what actions the Authority could take to support the legislation, but there may be subsequent communications requesting letters of support, or other actions. The Board is being asked to consider supporting the bill, and give the Chair and Executive Director direction on the actions that the Authority can take. If the bill is amended such that it will not protect habitat and open space, we recommend withdrawing support. As the bill progresses, the Board will be kept abreast of developments.

Fiscal Impact:

Undetermined.

Attachments:

Press release by Connolly

AB 1083 text

1

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202520260AB1083&mc_cid=9355a71748&mc_eid=32a5d81242

Assemblymember Connolly & Legislative Coalition Introduce SB 131 Clean-up

Assembly Bill 1083 makes sure the Legislature will seek to address environmental and labor impacts to sustain California's strong protections

For immediate release:

Friday, September 12, 2025

Isabella Jimenez, Isabella.Jimenez@asm.ca.gov

SACRAMENTO, CA – Assemblymember Damon Connolly (D-San Rafael) and a coalition of 20 Senate and Assembly Principal Coauthors including, Senators Allen, Blakespear, Durazo, Menjivar, Padilla, and Pérez, and Assemblymembers Addis, Bennett, Garcia, Hart, Irwin, Kalra, Krell, Lee, Muratsuchi, C. Rodriguez, Rogers, Schultz, Ward, and Zbur, amended [Assembly Bill \(AB\) 1083](#) to make sure the Legislature moves forward to address all environmental and labor issues in [Senate Bill \(SB\) 131](#).

The Assembly is also announcing a working group that will lead and take action on this issue to ensure cleanup legislation is successful passed next year.

“Senators and Assemblymembers are standing together to address this important issue and make sure we sustain California’s strong protections for our environment, as well as our workers,” said Assemblymember Connolly. “Powerful guardrails are essential near our homes, schools, nursing homes, and daycares. I am tremendously optimistic about this work, and proud to have such a strong coalition of principal coauthors that will be focused diligently on this effort.”

On August 26, a coalition of 35 Senators and Assemblymembers signed a letter expressing concerns with the passage of SB 131, which exempted “advanced manufacturing” facilities from environmental review. Legislators have flagged this as potentially an overly broad category of manufacturing. Feedback has also been received regarding worker protections, and safeguards for species and habitats at risk of endangerment and extinction.

An overview of AB 1083:

- Would address advanced manufacturing streamlining to apply only to semi-conductor facilities with strict environmental protection guardrails.
- Adds Endangered Species Habitat and Conservation Plan protections.
- Adds labor protections for the workers who build, maintain, and operate manufacturing facilities.
- Ensures stadiums, event centers, airports and other ‘tourism facilities’ are not exempt from environmental review under the California Environmental Quality Act (CEQA).

A full text of AB 1083 can be found [here](#).

###

Assemblymember Connolly represents the entirety of Marin County and Southern Sonoma County



AB-1083 California Environmental Quality Act: exemptions: housing development projects: natural and protected lands: record of proceedings. (2025-2026)

As Amends the Law Today

SECTION 1. *Section 21060.6 is added to the Public Resources Code, to read:*

21060.6. *"Tourism facility" means any of the following:*

(a) A hotel, resort, or other transient lodging facility. "Other transient lodging" does not include either of the following:

(1) A residential hotel, as defined in Section 50519 of the Health and Safety Code.

(2) After the issuance of a certificate of occupancy, a resident's use or marketing of a unit as short-term lodging, as defined in Section 17568.8 of the Business and Professions Code, in a manner consistent with local law.

(b) An event center, as defined in Section 40717.8 of the Health and Safety Code, that is at least 100,000 square feet or has a seating capacity of at least 10,000 seats.

(c) An airport.

SEC. 2. *Section 21067.5 of the Public Resources Code is amended to read:*

21067.5. *"Natural and protected lands" means sites located within any of the following locations:*

(a) The state park system, as described in Article 1 (commencing with Section 5001) of Chapter 1 of Division 5.

(b) A wilderness area, as defined in Section 5093.32.

(c) A marine protected area, as defined in Section 2852 of the Fish and Game Code.

(d) The national park system, as defined in Section 100102 of Title 54 of the United States Code.

(e) A national recreation area.

(f) A national monument.

(g) The national wild and scenic rivers system, as defined in Section 1273 of Title 16 of the United States Code.

(h) Any ecological reserve or wildlife management area acquired and managed by the Department of Fish and Wildlife pursuant to Article 2 (commencing with Section 1525) or Article 4 (commencing with Section 1580) of Chapter 5 of Division 2 of the Fish and Game Code.

(i) A hazardous waste site that is listed pursuant to Section 65962.5 of the Government Code or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Section 25356 of the Health and Safety Code, unless either of the following apply:

(1) The site is an underground storage tank site that received a uniform closure letter issued pursuant to subdivision (g) of Section 25296.10 of the Health and Safety Code based on closure criteria established by the State Water Resources Control Board for the use proposed by the project. This paragraph does not alter or change the conditions to remove a site from the list of hazardous waste sites listed pursuant to Section 65962.5 of the Government Code.

(2) The State Department of Public Health, State Water Resources Control Board, Department of Toxic Substances Control, or a local agency making a determination pursuant to subdivision (c) of Section 25296.10 of the Health and Safety Code has otherwise determined that the site is suitable for the use proposed by the project.

(j) Within a regulatory floodway as determined by the Federal Emergency Management Agency in any official maps published by the Federal Emergency Management Agency, unless the development has received a no-rise certification in accordance with Section 60.3(d)(3) of Title 44 of the Code of Federal Regulations.

(k) Lands under conservation easement.

~~(l)~~ *(l)* On, or within a 300-foot radius of, a wetland, as defined in the United States Fish and Wildlife Service Manual, Part 660 FW 2 (June 21, 1993).

(m) An environmentally sensitive area within the coastal zone, as defined in Section 30107.5.

(n) Lands identified for conservation in an adopted natural community conservation plan pursuant to the Natural Community Conservation Planning Act (Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game ~~Code~~ *or Code*), habitat conservation plan pursuant to the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), or other adopted natural resource protection plan.

(o) Within a very high fire hazard severity zone, as determined by the Department of Forestry and Fire Protection pursuant to Section 51178 of the Government Code, or within the state responsibility area, as defined in Section 4102. This subdivision does not apply to sites that have adopted fire hazard mitigation measures pursuant to existing building standards or state fire mitigation measures applicable to the development, including, but not limited to, standards established under all of the following provisions or their successor provisions:

(1) Section 4291 of this code or Section 51182 of the Government Code, as applicable.

(2) Section 4290.

(3) Chapter 7A (commencing with Section 701A.1) of Part 2 of Title 24 of the California Code of Regulations.

(p) Either prime farmland or farmland of statewide importance, as defined pursuant to the United States Department of Agriculture land inventory and monitoring criteria, as modified for California, and designated on the maps prepared by the Farmland Mapping and Monitoring Program of the Department of Conservation, or land zoned or designated for agricultural protection or preservation by a local ballot measure that was approved by the voters of that jurisdiction.

(q) Habitat for protected species identified as candidate, sensitive, or species of special status by state or federal agencies, fully protected species, or species protected by the federal Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the California Endangered Species Act (Chapter 1.5 (commencing with Section 2050) of Division 3 of the Fish and Game Code), or the Native Plant Protection Act (Chapter 10 (commencing with Section 1900) of Division 2 of the Fish and Game Code).

SEC. 3. *Section 21080.085 of the Public Resources Code is amended to read:*

21080.085. (a) This division does not apply to a rezoning ~~that implements~~ *to the extent that it is necessary to implement* the schedule of actions contained in an approved housing element pursuant to subdivision (c) of Section 65583 of the Government Code.

(b) (1) Subdivision (a) does not apply to either of the following:

(A) A rezoning that would allow for the construction of a distribution ~~center~~ *center, for a tourism facility*, or for oil and gas infrastructure.

(B) A rezoning that would allow for construction to occur within the boundaries of any natural and protected lands as defined pursuant to Section 21067.5.

(2) (A) (i) Subdivision (a) applies to a rezoning that contains within its boundaries any natural and protected lands as defined pursuant to Section 21067.5 if those natural and protected lands are excluded from the rezoning.

(ii) The definition of "natural and protected lands" described in clause (i) does not include the lands described in subdivision (p) of Section 21067.5.

(B) The rezoning of any parcel or portions of a parcel that is excluded from a rezoning under this paragraph shall be a separate project that is subject to this division.

SEC. 4. Section 21080.1 of the Public Resources Code is amended to read:

21080.1. (a) The lead agency shall be responsible for determining whether the project is exempt from this division and whether an environmental impact report, a negative declaration, or a mitigated negative declaration shall be required for any project that is subject to this division. That determination shall be final and conclusive on all persons, including responsible agencies, unless challenged as provided in Section 21167.

(b) (1) If a proposed housing development project would otherwise be exempt from this division pursuant to a statutory exemption, or categorical exemption pursuant to Class 1 to 5, inclusive, 12, 15, 20, 27, 30, or 32 that is adopted before January 1, 2026, but for a single condition detailed in the statutory exemption or in Section 15300.2, 15301, 15302, 15303, 15304, 15305, 15312, 15315, 15320, 15322, 15327, 15330, or 15332 of Title 14 of the California Code of Regulations, as applicable, the application of this division to the approval of the proposed housing development project shall be limited to effects upon the environment that are caused solely by that single condition.

(2) An initial study or environmental impact report prepared for a housing development project subject to this subdivision is only required to examine those effects that the lead agency determines, based upon substantial evidence in the record, are caused solely by the single condition that makes the proposed housing development project ineligible for the statutory exemption or categorical exemption.

(3) An environmental impact report for a housing development project subject to this subdivision is not required to include any discussion of alternatives to the housing development project or the growth-inducing impacts of the housing development project.

(4) This subdivision does not apply to any of the following housing development projects:

(A) A proposed housing development project that is not similar in kind to the projects listed in the statutory or categorical exemption.

(B) A proposed housing development project that is ineligible for the statutory exemption or categorical exemption due to two or more conditions.

(C) A proposed housing development project that includes a distribution center or oil and gas infrastructure.

(D) (i) A proposed housing development project located on natural and protected lands, as defined pursuant to Section 21067.5.

(ii) The definition of "natural and protected lands" described in clause (i) does not include the lands described in subdivision (o) of Section 21067.5.

~~(E) The project site or the parcel size exceeds four acres, and either of the following occurred:~~

~~(i) The project is a builder's remedy project, as defined in paragraph (11) of subdivision (h) of Section 65589.5 of the Government Code;~~

~~(ii) The project applicant applied pursuant to paragraph (5) of subdivision (d) of Section 65589.5 of the Government Code as it read before January 1, 2025.~~

(5) For purposes of this subdivision, the following definitions apply:

(A) "Condition" means a physical or regulatory feature of the project or its setting or an effect upon the environment caused by the project.

(B) "Housing development project" has the same meaning as defined in Section 65589.5 of the Government Code. *Code, but does not include a project that has any portion of the project designated for use as a tourism facility.*

(c) In the case of a project described in subdivision (c) of Section 21065, the lead agency shall, upon the request of a potential applicant, provide for consultation before the filing of the application regarding the range of actions, potential alternatives, mitigation measures, and any potential and significant effects on the environment of the project.

SEC. 5. Section 21080.69 of the Public Resources Code is amended to read:

21080.69. (a) Except as provided in subdivision (b), this division does not apply to any of the following projects:

(1) A project that consists exclusively of a day care center, as defined in Section 1596.76 of the Health and Safety Code, that is not located in a residential area.

(2) A project that consists exclusively of a rural health clinic, as defined by Section 1396(d)(l)(1) of Title 42 of the United States Code, or a federally qualified health center, as defined by Section 1396(d)(l)(2) of Title 42 of the United States Code, if the facility is less than 50,000 square feet in total space.

(3) A project that consists exclusively of a nonprofit food bank or food pantry, defined as a nonprofit organization that is exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (26 U.S.C. Sec. 501(c)(3)), that solicits, stores, and distributes sufficient food to their defined service area, if the project is located on a site that is zoned exclusively for industrial uses.

(4) (A) A project that consists exclusively of a facility for ~~advanced manufacturing, as defined in Section 26003; semiconductor manufacturing~~ if the project is located on a site ~~that was~~ zoned exclusively for ~~industrial uses; heavy industrial uses on or before August 1, 2025, and meets all of the following criteria:~~

(i) The lead agency has prepared and publicly circulated a cumulative health risk assessment of the project and held a public hearing to discuss the assessment at least 60 days before the lead agency approves the project.

(ii) The project does not result in any significant effects relating to noise, traffic, air quality, hazards, hazardous materials, public health, greenhouse gas emissions, or water quality.

(iii) The project is not located within a health protection zone, as defined in Section 3280, or otherwise within 3,200 feet of a sensitive receptor, as defined in Section 3280. The measurement, for purposes of the sensitive receptor, shall be made from the property line of the facility to the property line of the sensitive receptor.

(iv) The project is not located in or within 1,000 feet of a disadvantaged community.

(v) The project does not involve the storage, use, or discharge of extremely hazardous gases or chemicals above California's accidental release program reporting thresholds pursuant to Article 2 (commencing with Section 25531) of Chapter 6.95 of Division 20 of the Health and Safety Code.

(vi) The project does not use, collect, involve the incineration of, or discharge perfluoroalkyl and polyfluoroalkyl substances into any surface water, groundwater, publicly owned treatment works, or land.

(vii) The project does not compromise the reliability of electrical or water services to existing customers, including, but not limited to, disadvantaged communities.

(viii) The project applicant demonstrates high road employment standards and certifies to the lead agency that it will maintain those standards in the development, construction, and operation of the facility.

(ix) The project applicant has entered into a bona fide community benefits agreement that includes enforceable commitments to environmental mitigations, high road employment standards, and job access for individuals with employment barriers. The specific terms in the bona fide community benefits agreement shall also include funding for or direct implementation of specific community improvements or amenities, which may include, but are not limited to, park and playground equipment, urban greening, enhanced safety crossings, paving roads and bicycle paths, reductions in or credits for residential utility bills, and annual contributions to a nonprofit or community-based organization that awards grants to organizations delivering community-based services and amenities.

(x) The project applicant has provided a legally binding commitment to comply with all of the following requirements with respect to the initial construction of the facility and subsequent maintenance that is contracted out to a contractor in the construction industry:

(I) (ia) For a project undertaken by a public agency, the project is a public work for which prevailing wages shall be paid for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(ib) Except as provided in sub-subclause (ic), for a project undertaken by a public agency, an entity shall not be prequalified or shortlisted or awarded a contract by the public agency to perform any portion of the project unless the entity provides an enforceable commitment to the public agency that the entity and its contractors and subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades.

(ic) Sub-subclause (ib) shall not apply if the project will be covered by a project labor agreement that will bind all contractors and subcontractors at every tier performing work on the project to use a skilled and trained workforce and provide for enforcement of that obligation through an arbitration procedure.

(II) For a project undertaken by a private entity, the project applicant shall do all of the following:

(ia) Certify to the lead agency that either of the following is true:

(Ia) The entirety of the project is a public work for purposes of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

(Ib) If the project is not in its entirety a public work, all construction workers employed on the project will be paid at least the general prevailing rate of per diem wages for the type of work and geographic area, as determined by the Director of Industrial Relations pursuant to Sections 1773 and 1773.9 of the Labor Code, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate. If the project is subject to this sub-sub-subclause, then for those portions of the project that are not a public work, all of the following shall apply:

(iA) The project applicant shall ensure that the prevailing wage requirement is included in all contracts for the performance of all construction and maintenance work.

(iB) All contractors and subcontractors shall pay to all construction workers employed in the execution of the work on the project or contract at least the general prevailing rate of per diem wages, except that apprentices registered in programs approved by the Chief of the Division of Apprenticeship Standards may be paid at least the applicable apprentice prevailing rate.

(iC) (IA) Except as provided in sub-sub-sub-sub-subclause (IC), all contractors and subcontractors shall maintain and verify payroll records pursuant to Section 1776 of the Labor Code and make those records available for inspection and copying as provided therein.

(IB) Except as provided in sub-sub-sub-sub-subclause (IC), the obligation of the contractors and subcontractors at every tier to pay prevailing wages may be enforced by the Labor Commissioner through the issuance of a civil wage and penalty assessment pursuant to Section 1741 of the Labor Code, which may be reviewed pursuant to Section 1742 of the Labor Code, within 18 months after the completion of the development, or by an underpaid worker through an administrative complaint or civil action, or by a joint labor-management committee through a civil action under Section 1771.2 of the Labor Code. If a civil wage and penalty assessment is issued, the contractor, subcontractor, and surety on a bond or bonds issued to secure the payment of wages covered by the assessment shall be liable for liquidated damages pursuant to Section 1742.1 of the Labor Code.

(IC) Sub-sub-sub-sub-subclauses (IA) and (IB) do not apply if all contractors and subcontractors at every tier performing work on the project are subject to a project labor agreement that requires the payment of prevailing wages to all construction workers employed in the execution of the project or contract and provides for enforcement of that obligation through an arbitration procedure.

(iD) Notwithstanding subdivision (c) of Section 1773.1 of the Labor Code, the requirement that employer payments not reduce the obligation to pay the hourly straight time or overtime wages found to be prevailing shall not apply if otherwise provided in a bona fide collective bargaining agreement covering the worker. The requirement to pay at least the general prevailing rate of per diem wages does not preclude use of an alternative workweek schedule adopted pursuant to Section 511 or 514 of the Labor Code.

(ib) Certify to the lead agency that a skilled and trained workforce will be used to perform all construction work on the project. All of the following requirements shall apply to the project:

(Ia) The project applicant shall require in all contracts for the performance of work that every contractor and subcontractor at every tier will individually use a skilled and trained workforce to construct and maintain the project.

(Ib) Every contractor and subcontractor at every tier shall use a skilled and trained workforce to construct and maintain the project.

(Ic) (iA) Except as provided in sub-sub-sub-sub-subclause (iB), the project applicant shall provide to the lead agency, on a monthly basis while the project or contract is being performed, a report demonstrating compliance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code. A monthly report provided to the local government pursuant to this subclause shall be a public record under the California

Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code) and shall be open to public inspection. A project applicant that fails to provide a monthly report demonstrating compliance with Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code shall be subject to a civil penalty of ten thousand dollars (\$10,000) per month for each month for which the report has not been provided. Any contractor or subcontractor that fails to use a skilled and trained workforce shall be subject to a civil penalty of two hundred dollars (\$200) per day for each worker employed in contravention of the skilled and trained workforce requirement. Penalties may be assessed by the Labor Commissioner within 18 months of completion of the project using the same procedures for issuance of civil wage and penalty assessments pursuant to Section 1741 of the Labor Code, and may be reviewed pursuant to the same procedures in Section 1742 of the Labor Code. Penalties shall be paid to the State Public Works Enforcement Fund, established pursuant to Section 1771.3 of the Labor Code.

(iB) Sub-sub-sub-subclause (iA) shall not apply if all contractors and subcontractors at every tier performing work on the project are subject to a project labor agreement that requires compliance with the skilled and trained workforce requirement and provides for enforcement of that obligation through an arbitration procedure.

(ic) Certify to the lead agency that it has entered into a labor peace agreement. This sub-subclause shall apply only when the state has a proprietary interest in the project or the state is providing direct financial assistance to the project or tax credits or tax preferences in excess of two million five hundred thousand dollars (\$2,500,000).

(B) (i) The State Energy Resources Conservation and Development Commission shall develop and make available to lead agencies guidelines for evaluating whether a project applicant demonstrates high road employment standards as required pursuant to subparagraph (A).

(ii) Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to the guidelines developed pursuant to this subparagraph.

(C) (i) On or before January 1, 2029, the Office of Land Use and Climate Innovation shall report to the Legislature on projects that were exempted from this division pursuant to this paragraph. This report shall include, but not be limited to, a list of the projects for semiconductor manufacturing facilities that have been approved for development in the state since June 30, 2025, the locations of each of these projects, identification of which of these projects are in or adjacent to a disadvantaged community, and whether each project was approved with an exemption, negative declaration, or final environmental review.

(ii) A report required by this subparagraph shall be submitted in compliance with Section 9795 of the Government Code.

(D) For purposes of this paragraph, the following definitions apply:

(i) "Bona fide community benefits agreement" means a private agreement between the project applicant and independent stakeholders from the surrounding communities, and that is informed by meaningful engagement and outreach to residents of the surrounding communities. Stakeholders that receive financial remuneration from a project applicant shall not be considered independent.

(ii) "Disadvantaged community" means a community identified pursuant to Section 39711 of the Health and Safety Code, a disadvantaged unincorporated community as defined in Section 65302.10 of the Government Code, or a census tract receiving the highest 15 percent of CalEnviroScreen pollution burden percentile scores.

(iii) "Enforceable commitments" means specific mechanisms built into agreements that ensure that the parties have remedies to resolve disputes, such as binding arbitration.

(iv) "High road employment standards" means employment practices and standards that include, but are not limited to, the following:

(I) Provision of comparatively good wages and benefits, relative to the industry, occupation, and labor market in which participating workers are employed.

(II) Payment of workers at or above local or regional living wage standards as well as payment at or above regional prevailing wage standards where those standards exist for the occupations in question.

(III) Commitment to investing in employee training, growth, and development, including through comprehensive workforce training programs or apprenticeship programs.

(IV) Adoption of mechanisms to include worker voice and agency in the workplace.

(V) Safe and healthy working conditions.

(VI) Consistent compliance with workplace laws and regulations, including proactive efforts to remedy past problems.

(v) "Individual with employment barriers" has the same meaning as set forth in Section 14005 of the Unemployment Insurance Code.

(vi) "Labor peace agreement" means an agreement between a licensee and any bona fide labor organization that, at a minimum, protects the state's proprietary interests by prohibiting labor organizations and members from engaging in picketing, work stoppages, boycotts, and any other economic interference with the project applicant's business. This agreement means that the project applicant has agreed not to disrupt efforts by the bona fide labor organization to communicate with, and attempt to organize and represent, the project applicant's employees. The agreement shall provide a bona fide labor organization access at reasonable times to areas in which the project applicant's employees work, for the purpose of meeting with employees to discuss their right to representation, employment rights under state law, and terms and conditions of employment. This type of agreement shall not mandate a particular method of election or certification of the bona fide labor organization.

(vii) "Project labor agreement" has the same meaning as in paragraph (1) of subdivision (b) of Section 2500 of the Public Contract Code.

(viii) "Skilled and trained workforce" has the same meaning as provided in Chapter 2.9 (commencing with Section 2600) of Part 1 of Division 2 of the Public Contract Code.

(E) This paragraph shall become inoperative on January 1, 2030.

(b) This section does not apply to a project located on natural and protected ~~lands, as defined pursuant to Section 21067.5:~~ lands.

SEC. 6. *Section 21167.6 of the Public Resources Code is amended to read:*

21167.6. Notwithstanding any other law, in all actions or proceedings brought pursuant to Section 21167, except as provided in Section 21167.6.2 or those involving the Public Utilities Commission, all of the following shall apply:

(a) At the time that the action or proceeding is filed, the plaintiff or petitioner shall file a request that the respondent public agency prepare the record of proceedings relating to the subject of the action or proceeding. The request, together with the complaint or petition, shall be served personally upon the public agency not later than 10 business days from the date that the action or proceeding was filed.

(b) (1) (A) The public agency shall prepare and certify the record of proceedings not later than 60 days from the date that the request specified in subdivision (a) was served upon the public agency. Upon certification, the public agency shall lodge an electronic copy of the record of proceedings with the court and shall serve on the parties notice that the record of proceedings has been certified and lodged with the court. The parties shall pay any reasonable costs or fees imposed for the preparation of the record of proceedings in conformance with any law or rule of court.

(B) The court shall schedule a case management conference within 30 days of the filing of the complaint or petition pursuant to this division to review the scope, timing, and cost of the record of proceedings. The parties may stipulate to a partial record of proceedings that does not contain all the documents listed in subdivision (e) if approved by the court.

(2) The plaintiff or petitioner may elect to prepare the record of proceedings by providing a notice of the election to the public agency, or the parties may agree to an alternative method of preparation of the record of proceedings, subject to certification of its accuracy by the public agency, within the 60-day time limit specified in this subdivision.

(3) Notwithstanding paragraph (2), the public agency, within five business days of the receipt of the notice specified in paragraph (2), may deny the request of the plaintiff or petitioner to prepare the record of proceedings, in which case the public agency or the real party in interest shall bear the costs of preparation and certification of the record of proceedings, and those costs shall not be recoverable from the plaintiff or petitioner.

(c) The time limit established by subdivision (b) may be extended only upon the stipulation of all parties who have been properly served in the action or proceeding or upon order of the court. Extensions shall be liberally granted by the court when the size of the record of proceedings renders infeasible compliance with that time

limit. There is no limit on the number of extensions that may be granted by the court, but no single extension shall exceed 60 days unless the court determines that a longer extension is in the public interest.

(d) If the public agency fails to prepare and certify the record of proceedings within the time limit established in paragraph (1) of subdivision (b), or any continuances of that time limit, the plaintiff or petitioner may move for sanctions, and the court may, upon that motion, grant appropriate sanctions.

(e) The record of proceedings shall include, but is not limited to, all of the following items:

(1) All project application materials.

(2) All staff reports and related documents prepared by the respondent public agency with respect to its compliance with the substantive and procedural requirements of this division and with respect to the action on the project.

(3) All staff reports and related documents prepared by the respondent public agency and written testimony or documents submitted by any person relevant to any findings or statement of overriding considerations adopted by the respondent agency pursuant to this division.

(4) Any transcript or minutes of the proceedings at which the decisionmaking body of the respondent public agency heard testimony on, or considered any environmental document on, the project, and any transcript or minutes of proceedings before any advisory body to the respondent public agency that were presented to the decisionmaking body before action on the environmental documents or on the project.

(5) All notices issued by the respondent public agency to comply with this division or with any other law governing the processing and approval of the project.

(6) All written comments received in response to, or in connection with, environmental documents prepared for the project, including responses to the notice of preparation.

(7) All written evidence or correspondence submitted to, or transferred from, the respondent public agency with respect to compliance with this division or with respect to the project.

(8) Any proposed decisions or findings submitted to the decisionmaking body of the respondent public agency by its staff, or the project proponent, project opponents, or other persons.

(9) The documentation of the final public agency decision, including the final environmental impact report, mitigated negative declaration, or negative declaration, and all documents, in addition to those referenced in paragraph (3), cited or relied on in the findings or in a statement of overriding considerations adopted pursuant to this division.

(10) ~~(A) (i)~~ -Any other written materials relevant to the respondent public agency's compliance with this division or to its decision on the merits of the project, including the initial study, any drafts of any environmental document or portions of the initial study or drafts that have been released for public review, and copies of studies or other documents relied upon in any environmental document prepared for the project and either made available to the public during the public review period or included in the respondent public agency's files on the project, and all internal agency communications, including staff notes and memoranda related to the project or to compliance with this division, but not including communications that are of a logistical nature, such as meeting invitations and scheduling communications, except that any material that is subject to privileges contained in the Evidence Code, or exemptions contained in the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code), shall not be included in the record of proceedings under this paragraph, consistent with existing law.

~~(ii) This subparagraph applies to a project that includes a distribution center or oil and gas infrastructure:~~

~~(B) (i) Any other written materials relevant to the respondent public agency's compliance with this division or to its decision on the merits of the project, including the initial study, any drafts of any environmental document, or portions of the initial study or drafts, that have been released for public review, and copies of studies or other documents relied upon in any environmental document prepared for the project and either made available to the public during the public review period or included in the respondent public agency's files on the project, and all internal agency communications, including memoranda related to the project or to compliance with this division, but not including communications that are of a logistical nature, such as meeting invitations and scheduling communications, except that any material that is subject to privileges contained in the Evidence Code, or exemptions contained in the California Public Records Act (Division 10 (commencing with Section 7920.000) of~~

~~Title 1 of the Government Code), shall not be included in the record of proceedings under this paragraph, consistent with existing law.~~

~~(ii) This subparagraph applies to any project that is not subject to subparagraph (A).~~

~~(iii) For purposes of this subparagraph, internal agency communications does not include electronic internal agency communications, including emails, that were not presented to the final decisionmaking body, other than those communications and documents consulted, or reviewed by the lead agency executive or a local agency executive, as defined in subdivision (d) of Section 3511.1, or other administrative official in a supervisory role who is reviewing the project. The public agency may, but is not required to, include any documents in the record of proceedings that are not specifically set forth in this subparagraph.~~

(11) The full written record before any inferior administrative decisionmaking body whose decision was appealed to a superior administrative decisionmaking body before the filing of litigation.

(f) In preparing the record of proceedings, the party preparing the record of proceedings shall strive to do so at reasonable cost in light of the scope of the record of proceedings.

(g) The clerk of the superior court shall prepare and certify the clerk's transcript on appeal not later than 60 days from the date that the notice designating the papers or records to be included in the clerk's transcript was filed with the superior court, if the party or parties pay any costs or fees for the preparation of the clerk's transcript imposed in conformance with any law or rules of court. Nothing in this subdivision precludes an election to proceed by appendix, as provided in Rule 8.124 of the California Rules of Court.

(h) Extensions of the period for the filing of any brief on appeal may be allowed only by stipulation of the parties or by order of the court for good cause shown. Extensions for the filing of a brief on appeal shall be limited to one 30-day extension for the preparation of an opening brief and one 30-day extension for the preparation of a responding brief, except that the court may grant a longer extension or additional extensions if it determines that there is a substantial likelihood of settlement that would avoid the necessity of completing the appeal.

(i) At the completion of the filing of briefs on appeal, the appellant shall notify the court of the completion of the filing of briefs, whereupon the clerk of the reviewing court shall set the appeal for hearing on the first available calendar date.

SEC. 7. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because a local agency or school district has the authority to levy service charges, fees, or assessments sufficient to pay for the program or level of service mandated by this act, within the meaning of Section 17556 of the Government Code.

AGENDA ITEM 5

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

AGENDA ITEM NO. 5

MEMORANDUM

Date: November 20, 2025

To: Board Members

From: *Andrea Gullo*
Andrea Gullo, Executive Director

Subject: Discussion regarding updating the joint powers agreement of the Authority.

Recommendation:

That the Board discuss and provide direction.

Background:

As discussed at the October 2025 Board meeting, the Board considered updating the current Joint Exercise of Powers agreement that establishes the operations of the Puente Hills Habitat Preservation Authority as a joint powers authority. Per direction provided by the Board, attached are the proposed updates for discussion and consideration.

Attachments:

Matrix with JPA changes for discussion
Draft amended JPA

Document location	Existing Language	Proposed	Reason
RECITALS <i>partial</i>	<p>Delete:</p> <p>(4th recital) WHEREAS, the District proposed a project known as the Puente Hills Waste Management Facilities in order to provide continued sanitary landfill operation for the purpose of solid waste disposal; and implementation of a Materials Recovery and Rail Loading Facility, which provides a mechanism to divert waste from landfill disposal, while also facilitating the implementation of a waste-by-rail system for out-of-county disposal;</p> <p>(5th recital) WHEREAS, the Final Environmental Impact Report for the Puente Hills Waste Management Facilities was prepared for this project pursuant to the provisions of the California Environmental Quality Act (“CEQA”), and was certified by the District’s Board of Directors on November 25, 1992;</p> <p>(9th recital) WHEREAS, on December 18, 2002, the Los Angeles County Regional Planning Commission approved Conditional Use Permit 02-027-(4) extending the operations of the Puente Hills Landfill to 2013 subject to certain conditions;</p> <p>(10th recital) WHEREAS, among the conditions to which Permit 02-027-(4) is subject, is Condition 24 (e), which requires the District to make an annual payment of \$1.00 per ton of refuse disposed of at the Puente Hills Landfill into a fund established for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the Puente Hills/Whittier Hills areas in the vicinity of</p>	<p>New language:</p> <p>WHEREAS, effective February 15, 1994, Sanitation District, County, and Whittier entered into a joint powers agreement (“Agreement”) pursuant to Section 6500 et seq. of the Government Code, forming the Puente Hills Landfill Native Habitat Preservation Authority (the “JPA”), to provide for the acquisition, restoration, and/or maintenance of open space lands in the Puente Hills/Whittier Hills areas in the vicinity of the Sanitation District’s property, pursuant to the joint powers authority established to control the operation of the fund.</p> <p>WHEREAS, on April 28, 2011, the Agreement was amended to change the name of the JPA to Puente Hills Habitat Preservation Authority (hereafter, the Authority).</p> <p>WHEREAS, the Puente Hills Landfill closed on October 31, 2013, and CUP 92-250-(4) and Permit 02-027-(4) have expired. The Puente Hills Landfill is no longer providing funding for the Authority. The Authority is currently funded by a combination of the original funds provided by the County Sanitation Districts, state and local grants, donations, habitat mitigation projects, Measure PH (approved by the voters on November 5, 2024), oil revenues, easement fees, film permit fees, and other sources as may be identified in the future.</p> <p>WHEREAS, the Board of Directors of the Authority finds that contiguous watersheds and other open space and recreation resources in Southern California, constitute unique and valuable economic, intrinsic, environmental,</p>	<p>Replaces portion of old recitals with new recitals to update the current status of the JPA.</p> <p>Amended recitals reflect the proposed expanded purpose of the JPA, to explain the history of the JPA, and to reflect the current sources of funding.</p>

Document location	Existing Language	Proposed	Reason
	<p>District’s property pursuant to the joint powers authority established to control the operation of the fund;</p> <p>(11th recital) WHEREAS, the Parties desire to preserve or create for the benefit of the public a native habitat area in lands acquired under this Agreement.</p>	<p>scientific, agricultural, educational, aesthetic, cultural, natural and recreational resources which should be held in trust for present and future generations.</p> <p>WHEREAS, the Board of Directors of the Authority now wishes to amend and restate the Agreement in order to expand the Authority’s purposes and jurisdiction to own and maintain open space in the Puente/Whittier Hills, allowing the Authority better coordination and cooperation with the other private and public entities whose purposes are aligned with the Authority’s, and any public or private body dedicated to the preservation, creation, and maintenance of open space and natural resources, to support the preservation of open space, native habitat for threatened and endangered species, and to preserve and enhance wildlife corridors throughout Los Angeles County.</p> <p>WHEREAS, the Authority has the authority and expertise to acquire, develop, protect, and preserve open space and other parkland for the public benefit, habitat restoration and preservation, and for public recreation use and enjoyment.</p>	
1.1 PURPOSE		<p>New language</p> <p>Additionally, the 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. The Authority also endeavors to provide opportunities for outdoor education and low-impact</p>	<p>Solidifies existing mission of the agency as adopted by the Board of Directors.</p> <p>Clarifies that the JPA, under its expanded purpose, will</p>

Document location	Existing Language	Proposed	Reason
		recreation. Furthermore, the Authority will honor the original establishment of the agency with special considerations..... and all areas in the County	include all of Los Angeles County
2 DEFINITIONS	<p>“La Puente / Whittier Hills” shall be as delineated within Exhibit A;</p> <p>“Party” or “Parties” means individually or collectively the signatories to this agreement;</p> <p>“Refuse disposed” shall mean refuse disposed of at the Puente Hills Landfill which is subject to the payment of the basic disposal fee as set by the District;</p>	Delete	Eliminates outdated language
		<p>New language: “Member” or “Member Entity” shall mean the Sanitation District, the County, and Whittier, and may include Nonvoting Member Entities.</p> <p>“Nonvoting Members Entity” means a public entity, community, or other stakeholder organization whose input the Board deems important to effect the Authority’s purposes.</p>	<p>Refers to “Parties” as “Member” or “Member Entity” for clarity</p> <p>Introduces the definition of non-voting members as an option for the Board</p>
3.2 CREATION OF AUTHORITY		<p>New language: The Authority’s jurisdictional boundaries, as of the effective date of this Restated and Amended Joint Powers Agreement, is contiguous with the boundaries of the County.</p>	Establishes that the amended JPA will include all of Los Angeles County
4.1, 4.2 MEMBERS		New language	Offers the Board opportunity to add non-voting members

Document location	Existing Language	Proposed	Reason
		4.1 The Authority’s Member Entities are the Sanitation District, the County, and Whittier. 4.2 The Board of Directors may add Nonvoting Member Entities to the Authority, on a temporary or permanent basis, which shall not have voting power, and whose appointed Directors shall not count towards a quorum.	by resolution without amending the JPA
5.1 (a) BOARD OF DIRECTORS	One director shall be appointed by the County, and shall be an employee of the County of Los Angeles,	One director shall be appointed by the County, and shall be an employee of the County of Los Angeles. That employee may be an employee of County Supervisorial District Four and /or the district that includes Whittier if different from the other County Authority director. One director may be appointed by the County, and shall be an employee of the County. That employee may be an employee of the County Supervisorial District One and/ or the district that includes the Puente Hills Landfill or Hacienda Heights or Rowland Heights if different from the other County Authority director.	Potentially adds a seat on the Board. Specifies that a Board Member represent the supervisorial district that includes Whittier AND maybe either the Puente Hills Landfill, Hacienda Heights or Rowland Heights. This recognizes that the future boundaries of the supervisorial districts may change. HH (26%) and RH (23%) represent 49% of those taxed for Measure PH. The potential addition of a Board Member from the supervisorial district increases their representation.

Document location	Existing Language	Proposed	Reason
			For the Board's consideration: Supervisor from Whittier, and a Supervisor that either includes the landfill/Rowland Heights/or Hacienda Heights
5.1 (a)	One director shall be appointed by the City Council of Whittier and shall, at the time of appointment, be a member of the City Council, or shall be his or her Whittier City Council approved designee.	One director shall be appointed by the City Council of Whittier and shall, at the time of appointment and throughout their term, be a member of the City Council.	Requires that the position of director be held by a City Council Member throughout their time on the Board to ensure consistent representation and partnership.
5.1 (b)	The City Council of Whittier, County, the appointing Supervisor and District Board of Directors may appoint alternate directors to act as directors of the Board during a director's absence, if the director <i>is absent for three or more consecutive regular meetings, or</i> is unable or refuses to act. The term of each director and alternate shall be at the will of the appointing body or Supervisor. Each alternate shall possess the qualifications required of the director for whom he or she acts as alternate.	Bold is new language The City Council of Whittier, County, the appointing Supervisor and Sanitation District Board of Directors may each appoint one alternate director to act as directors of the Board during a director's absence, or if the director is absent for three or more consecutive regular meetings, or is unable or refuses to act. The term of each director and alternate shall be at the will of the appointing body or Supervisor. Each alternate shall possess the qualifications required of the director for whom they act as alternate.	Clarifies and simplifies language.
5.2 (e) and part of (f)	Authority may request, at Authority's expense, the City Attorney, District Counsel, or County Counsel to attend the meetings of the Board and advise the Board in connection	Bold is new language (e)Authority may request, at Authority's expense, the City Attorney, Sanitation District Counsel, or County Counsel to attend the meetings of the Board and	Clarifies that the PHHPA can hire General Counsel and/or legal services.

Document location	Existing Language	Proposed	Reason
	with any business relating to the affairs of the Authority, with fee rates to be approved by the Board.	advise the Board in connection with any business relating to the affairs of the Authority, with fee rates to be approved by the Board. Authority may contract for the services of General Counsel or other legal services. (f) The Board may appoint or contract for the services of an Executive Director, a General Counsel ,... <i>continues</i>	
5.3(d) POWERS	To acquire by purchase, gift, lease, or otherwise; to hold or dispose of property; and to receive grants – provided that any real property acquired by purchase by Authority shall be located within <i>the La Puente / Whittier Hills as defined in Exhibit A;</i>	To acquire by purchase, gift, lease, or otherwise; to hold or dispose of property; and to receive grants - provided that any real property acquired by purchase by Authority shall be located within <i>the Los Angeles County;</i>	Eliminates jurisdictional map.
5.5 FUNCTION OF AUTHORITY	The Authority shall manage the fund established pursuant to Section 6. Authority shall evaluate property within the La Puente / Whittier Hills <i>continues</i>	The Authority shall manage the fund established pursuant to Section 6. Authority shall evaluate property within Los Angeles County <i>continues</i>	Clarifies new jurisdiction.
6 FUNDING OF AUTHORITY	Pursuant to Permit 02-027-(4) Condition 24 (e) District has been making, and will continue to make, an annual payment of \$1.00 per ton of refuse disposed of at the Puente Hills Landfill into a fund established for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the La Puente / Whittier Hills areas in the vicinity of District's property pursuant to the joint powers authority established to control the operation of the fund. The District's annual payments will continue so long as disposal operations continue under the Permit. Annual payments will be received on March 1 st of each year for the previous year's refuse placement. Each	Pursuant to Permit 02-027-(4) Condition 24 (e) Sanitation District made an annual payment of \$1.00 per ton of refuse disposed of at the Puente Hills Landfill into a fund established for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the Puente/Whittier Hills areas in the vicinity of Sanitation District's property pursuant to the joint powers authority established to control the operation of the fund. The Puente Hills Landfill was closed on October 31, 2013. Currently the Authority's funding is from a combination of grants, donations, CFD revenues, investment	Represents updated funding sources.

Document location	Existing Language	Proposed	Reason
	<p>payment to the Authority will be placed in interest bearing accounts, non-interest bearing accounts if required, or investments as authorized by the currently adopted investment policy.</p> <p>The Authority may also solicit and receive funding from sources other than the District payments. These funds may be used for any lawful purpose of the Authority.</p>	<p>revenues and other sources, as noted in the recitals hereof. All of Authority’s funds are placed in interest bearing accounts, non-interest bearing accounts if required, or investments as authorized by the then-current adopted investment policy. The Authority’s funds may be used for any stated purpose of the Authority.</p>	

Amended and Restated Joint Exercise of Powers Agreement Puente Hills Habitat
Preservation Authority

~~Founding eEndowment provided by the Puente Hills Landfill~~

~~April 28, 2011~~ _____, 2026

This Amended and Restated Joint Exercise of Powers Agreement is made and entered into by and between **County Sanitation District No. 2 of Los Angeles County** (Sanitation District), on behalf of itself and on behalf of **County Sanitation District Nos. 1, 3, 5, 8, 15, 16, 17, 18, 19, 21, 22, 23, 29,** and on behalf of the **South Bay Cities Sanitation District of Los Angeles County**, the **County of Los Angeles** (County), and the **City of Whittier** (Whittier).

RECITALS

WHEREAS, Pursuant to Title 1, Division 7, Chapter 5 of the Government Code, commonly known as the Joint Exercise of Powers Act, two or more public agencies may by agreement jointly exercise any power common to the contracting Member Entities.

WHEREAS, County is a subdivision of the State of California and ~~is the governmental agency with local land use jurisdiction over the Puente Hills Landfill.~~ ~~In addition, County~~ has the power to acquire, own, manage, control, and dispose of property. ~~County and~~ has an interest in preserving wildlife corridors, open space, and parkland.†

WHEREAS, Whittier is a charter city ~~within the County in proximity to the area depicted in Exhibit A~~ and has the power to acquire, own, manage, control, and dispose of property. ~~Whittier and~~ has an interest in preserving wildlife corridors, open space, and parkland.†

WHEREAS, Sanitation District is a special district organized and existing pursuant to the County Sanitation District Act, California Health & Safety Code Sections 4700, et seq., and has the power to acquire, own, control, manage, and dispose of property necessary or convenient for the construction, maintenance, and operation of a refuse transfer and disposal system or facilities;

WHEREAS, pursuant to the Sanitation Districts Solid Waste Management System Agreement, dated April 8, 1970, as amended (System Agreement), the Sanitation District is empowered to maintain the various sites, facilities, operations and equipment that comprise the Sanitation Districts Solid Waste Management System, including the Puente Hills Landfill.;

~~WHEREAS, the District proposed a project known as the Puente Hills Waste Management Facilities in order to provide continued sanitary landfill operation for the purpose of solid waste disposal; and implementation of a Materials Recovery and Rail Loading Facility, which provides a mechanism to divert waste from landfill disposal, while also facilitating the implementation of a waste-by-rail system for out-of-county disposal;~~

~~WHEREAS, the Final Environmental Impact Report for the Puente Hills Waste Management Facilities was prepared for this project pursuant to the provisions of the California Environmental Quality Act ("CEQA"), and was certified by the District's Board of Directors on November 25, 1992;~~

WHEREAS, on July 20, 1993, the Los Angeles County Board of Supervisors approved Conditional Use and Oak Tree Permit 92-250-(4) (Permit) for the continued operation of the Puente Hills Landfill, subject to certain attached conditions.;

WHEREAS, among the conditions to which the Permit ~~was~~ subject, was Condition 15, which require~~d~~s the establishment of a Joint Powers Authority (JPA) consisting of the Sanitation District, County, and Whittier with participation by a representative of the Hacienda Heights Improvement Association for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the ~~La~~-Puente / Whittier Hills area and which provides that the JPA ~~will~~would be funded by an annual payment by the Sanitation District of one dollar (\$1.00) per ton of refuse disposed of at the Puente Hills Landfill during the landfill operation under CUP 92-250-(4), commencing with the formation of the Joint Powers Authority~~JPA~~.;

~~WHEREAS, on December 18, 2002, the Los Angeles County Regional Planning Commission approved Conditional Use Permit 02-027-(4) extending the operations of the Puente~~

Hills Landfill to 2013 subject to certain conditions;

~~WHEREAS, among the conditions to which Permit 02-027-(4) is subject, is Condition 24 (e), which requires the District to make an annual payment of \$1.00 per ton of refuse disposed of at the Puente Hills Landfill into a fund established for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the Puente Hills/Whittier Hills areas in the vicinity of District's property pursuant to the joint powers authority established to control the operation of the fund;~~

~~WHEREAS, the Parties desire to preserve or create for the benefit of the public a native habitat area in lands acquired under this Agreement.~~

~~WHEREAS, effective February 15, 1994, Sanitation District, County, and Whittier entered into a joint powers agreement ("Agreement") pursuant to Section 6500 et seq. of the Government Code, forming the Puente Hills Landfill [Native](#) Habitat Preservation Authority (the "JPA"), to provide for the acquisition, restoration, and/or maintenance of open space lands in the Puente Hills/Whittier Hills areas in the vicinity of the Sanitation District's property, pursuant to the joint powers authority established to control the operation of the fund.~~

~~WHEREAS, on April 28, 2011, the Agreement was amended to change the name of the JPA to Puente Hills Habitat Preservation Authority (hereafter, the Authority).~~

~~WHEREAS, the Puente Hills Landfill closed on [October 31, 2013](#), and CUP 92-250-(4) and Permit 02-027-(4) have expired. The Puente Hills Landfill is no longer providing funding for the Authority. The Authority is currently funded by a combination of [the original funds provided by the County Sanitation Districts](#), [state and local grants](#), [donations](#), [habitat](#) mitigation projects, Measure PH (approved by the voters on [November 5, 2024](#)), [oil revenues](#), [easement fees](#), [film permit fees](#), [and other sources](#) as may be identified in the future.~~

~~WHEREAS, the Board of Directors of the Authority finds that contiguous watersheds and other open space and recreation resources in Southern California, constitute unique and valuable economic, [intrinsic](#), environmental, scientific, agricultural, educational, [aesthetic](#), [cultural](#), [natural](#) and recreational resources which~~

should be held in trust for present and future generations.

WHEREAS, the Board of Directors of the Authority now wishes to amend and restate the Agreement in order to expand the Authority's purposes and jurisdiction to own and maintain open space in the Puente/Whittier Hills, allowing the Authority better coordination and cooperation with the other private and public entities whose purposes are aligned with the Authority's, and any public or private body dedicated to the preservation, creation, and maintenance of open space and natural resources, to support the preservation of open space, native habitat for threatened and endangered species, and to preserve and enhance wildlife corridors throughout Los Angeles County.

WHEREAS, the Authority has the authority and expertise to acquire, develop, protect, and preserve open space and other parkland for the public benefit, habitat restoration and preservation, intrinsic values and for public recreation use and enjoyment.

AGREEMENT

NOW, THEREFORE, Sanitation District, County, and Whittier do agree as follows:

SECTION 1 PURPOSE:

1.1 The purpose of this Agreement is to provide for the acquisition, restoration, and/or maintenance of open space lands in the ~~La~~ Puente Hills/ Whittier Hills areas in the vicinity of the Sanitation District's property, as well as at other locations within the County. Additionally, the 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. The Authority also endeavors to provide opportunities for outdoor education and low-impact recreation. Furthermore, the Authority will honor the original establishment of the agency with special considerations Additionally, the Authority will give special consideration to land acquisitions, habitat restoration, trailhead construction, and recreational and/or educational amenities on open space lands within and for the benefit of the community of Hacienda Heights, and all areas in the County.

1.2 Acquisitions may be by purchase, gift, dedication, devise, transfer, eminent domain, or exchange and may extend to any interest in real or personal property necessary to carry out the purposes of this Agreement.

1.3 An additional purpose of this Agreement is to provide for the utilization of any type of appropriate method of financing of capital acquisitions and improvements, and the maintenance, servicing, and operation thereof, to the greatest extent permitted pursuant to any applicable provision of the Streets and Highways Code of the State of California, or any other applicable statutes, and consistent with the Provisions of Proposition 218 adopted by the voters in 1996.

~~1.4~~—The Authority is a governmental entity separate and apart from its ~~Member Entities.~~

~~1.5~~1.4 Each director is authorized to act independently from ~~his or her~~their appointing authority.

SECTION 2 DEFINITIONS:

The following definitions govern the construction of this Agreement:

~~“Member” or “Member Entity” shall mean the Sanitation District, the County, and Whittier, - and may include Nonvoting Member Entities.-~~

~~“Nonvoting Members Entity” means a public entity, community, or other stakeholder organization whose input the Board deems important to effect the Authority’s purposes.~~

~~“La Puente / Whittier Hills” shall be as delineated within Exhibit A;~~

~~“Party” or “Parties” means individually or collectively the signatories to this agreement;~~

~~“Refuse disposed” shall mean refuse disposed of at the Puente Hills Landfill which is subject to the payment of the basic disposal fee as set by the District;~~

“Restoration” means improvement of a degraded habitat to a value or function approaching or attaining that which existed naturally.

SECTION 3 CREATION OF AUTHORITY:

3.1 Pursuant to the provisions of Chapter 5, Division 7, Title 1 of the

Government Code of the State of California, Sections 6500 *et seq.* (“the Act”) relating to the joint exercise of powers common to public agencies, the ~~Parties~~ Member Entities hereby have established a public entity separate and apart from the signatories, the Puente Hills Habitat Preservation Authority, a joint powers authority (the “Authority”). The debts, liabilities and obligations of the Authority shall not constitute the debts, liabilities and obligations of the ~~Parties~~ Member Entities to this Agreement. Sanitation District, County, and Whittier each possesses the powers referred to below.

3.4.3.2 The Authority’s jurisdictional boundaries, as of the effective date of this Restated and Amended Joint Powers Agreement, is contiguous with the boundaries of the County.

SECTION 4 MEMBERS

4.1 The Authority’s Member Entities are the Sanitation District, the County, and City of Whittier.

4.2 The Board of Directors may add Nonvoting Member Entities to the Authority, on a temporary or permanent basis, which shall not have voting power, and whose appointed Directors shall not count towards a quorum.

SECTION 5 TERM:

5.1 This Agreement in its original form became effective on February 15, 1994, was amended on April 28, 2011, and as restated and amended, will become effective on the date that it is fully executed by all ~~Parties~~ Member Entities and will terminate by mutual agreement of the ~~Parties~~ Member Entities.

SECTION 65 ORGANIZATION:

5.1 BOARD OF DIRECTORS

- (a) Authority shall be governed by a Board of Directors (Board) composed of at least four directors.
 - One director shall be appointed by the Board of Directors of the Sanitation District and shall at the time of appointment be a director or employee of the Sanitation District.

- One director shall be appointed by the County, and shall be an employee of the County of Los Angeles. ~~That employee may be an employee of County Supervisorial District Four and /or the district that includes Whittier if different from the other County Authority director.~~
 - One director may be appointed by the County, and shall be an employee of the County. That employee may be an employee of the County Supervisorial District One and/ or the district that includes the Puente Hills Landfill or Hacienda Heights or Rowland Heights if different from the other County Authority director.
 - One director shall be appointed by the Supervisor representing the supervisorial district which geographically includes the Puente Hills Landfill and shall be a member of the Hacienda Heights Improvement Association throughout ~~his or her~~their term as director.
 - One director shall be appointed by the City Council of Whittier and shall, at the time of appointment ~~and throughout their term~~, be a member of the City Council, ~~or shall be his or her Whittier City Council approved designee.~~
- (b) The City Council of Whittier, County, the appointing Supervisor and ~~Sanitation~~ District Board of Directors may each appoint one alternate directors to act as directors of the Board during a director's absence, ~~if the director is absent for three or more consecutive regular meetings, or if the director~~ is unable or refuses to act. The term of each director and alternate shall be at the will of the appointing body or Supervisor. Each alternate shall possess the qualifications required of the director for whom ~~he or she~~they acts as alternate.
- (c) The Board shall make all discretionary decisions not delegated to the officers by resolution or Board direction.

- (d) Directors shall receive no compensation but shall be entitled to be reimbursed for all expenses approved by the Board as reasonably incurred in fulfilling their responsibilities.
- (e) Vacancies on the Board shall be filled by the ~~Party body~~ or supervisor that originally appointed the vacating ~~d~~Director.

5.2 OFFICERS:

- (a) The Board shall elect a Chair and Vice Chair from among its directors at its first meeting. Thereafter, at the first meeting held in each succeeding calendar year the Board shall elect or re-elect its Chair and Vice Chair. In the event that the Chair or Vice Chair ceases to be a director of the Board, the resulting vacancy shall be filled at the next meeting of the Board held after such vacancy occurs. In the absence or inability of the Chair to act, the Vice Chair shall act as Chair. The Chair, or in ~~his or her~~their absence the Vice Chair, shall preside at and conduct all meetings of the Board.
- (b) The Board shall appoint either the Treasurer of the County of Los Angeles or a certified public accountant, holding a current California license to practice issued by the California Board of Accountancy, to be the Treasurer of ~~the~~ Authority. The appointed Treasurer is designated as the Authority's depository to have custody of all ~~the Authority's~~ funds ~~of Authority~~ from whatever source, subject to the provisions of any bond indenture or resolution. The Treasurer shall comply with the provisions of Government Code Sections 6505 and 6505.5 as those sections may be amended or as similar laws may from time to time provide.
- (c) The Board shall appoint as Authority's Controller an employee of the Authority, the Auditor/Controller of the County of Los Angeles, or a third party individual or company with qualifications to act as Controller. The Controller shall be strictly accountable for all funds and shall report all receipts and disbursements. The Controller shall establish and maintain such funds and accounts as may be required by good accounting

practice. The books and records of ~~the~~ Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the ~~Parties~~ Member Entities. Within 180 days of the close of each fiscal year or shortly thereafter, ~~t~~The Controller ~~within one hundred eighty (180) days after the close of each fiscal year~~ shall give a complete written report of all financial activities for such fiscal year to the Board and shall make such further reports and cause such audits of the accounts and records of the Authority to be made as are required by law.

- (d) Remuneration for the Treasurer and Controller, if same are public entities or employees of public entities, shall be determined by the Board and shall be sufficient to cover the costs, both direct and indirect, incurred by such officers. Payment of private contractor(s) for either or both positions shall be determined pursuant to the Authority's contracting procedures. The Board may from time to time change the designated Treasurer or Controller to any person who is authorized by the Act to occupy such office.
- (e) Authority may request, at Authority's expense, the City Attorney, ~~Sanitation~~ District Counsel, or County Counsel to attend the meetings of the Board and advise the Board in connection with any business relating to the affairs of the Authority, with fee rates to be approved by the Board. Authority may contract for the services of General Counsel or other legal services.
- (f) The Board may appoint or contract for the services of an Executive Director, ~~a General Counsel~~, and such other staff as is reasonably necessary to conduct the affairs of the Authority. The Executive Director and members of the staff shall not be a director or member of the governing body of any Member ~~Entity~~. The Executive Director shall have overall managerial responsibility for overseeing the activities of the Authority, which may be performed by the Authority's forces or under

contract by others.

- (g) The Treasurer, Controller, and Executive Director shall have charge of, handle and have access to the property of the Authority, and each shall be liable on a fiduciary bond, or endorsement thereof, in an amount not less than \$100,000. The cost of the bond shall be paid by the Authority as required by Government Code Section 6505. 1.

5.3 MEETINGS OF THE BOARD.

5.3.2 ~~5.3.1~~ Regular Meetings.

The Board shall provide for its regular meetings and shall hold at least two regular meetings each year. The dates and the hour and place at which any regular meeting will be held shall be fixed by resolution and a copy of such resolution shall be delivered to the ~~Parties~~ Member Entities. The place of the regular meetings shall be within the County of Los Angeles.

5.3.3 Ralph M. Brown Act.

All meetings of the Board, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the provisions of the Ralph M. Brown Act (Government Code Sections 54950 *et seq.*) as such act may be amended or as similar acts regulating the conduct of meetings of public agencies may from time to time provide.

5.3.4 Minutes.

An administrative secretary to the Board shall cause minutes of regular, adjourned regular, and special meetings to be kept, and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each Director.

5.3.5 Quorum.

Three ~~(3)~~ directors present at a Board meeting shall constitute a quorum for the transaction of business, except that a lesser number may adjourn for lack of a quorum.

5.3.6 Board Actions.

All actions by the Board shall require approval of a minimum of three of the directors.

5.4 POWERS:

Authority shall have the powers common to Whittier, County, and Sanitation District including the power to acquire, exercise the power of eminent domain, dispose of, own, control, and manage property necessary for supporting the activities of Authority. Authority is hereby authorized to do all acts which are necessary or desirable to carry out the purposes of the Agreement and to exercise the common powers of the agencies set forth above, including, but not limited to, the following:

- a. To make and enter into contracts;
- b. To employ agents and employees, and contract for professional services; To the extent that employees of any Party render services for Authority, the charges for those services shall not exceed the direct and indirect costs of providing the services. Indirect costs shall be a direct percentage of direct costs and the percentage shall be identical for each of the PartiesMember Entities. The percentage shall be as mutually agreed by the PartiesMember Entities.
- c. To acquire, contract for, construct, manage, maintain, or operate any building, works, improvements, or facilities necessary to the operation of the Authority;
- d. To acquire by purchase, gift, lease, or otherwise; to hold or dispose of property; and to receive grants - provided that any real property acquired by purchase by Authority shall be located within the La Puente / Whittier Hills as defined in Exhibit A Los Angeles County;
- e. To incur debts, liabilities, or obligations that do not constitute the debts, liabilities or obligations of the PartiesMember Entities to this Agreement;
- f. To issue bonds, notes, warrants, or other evidences of indebtedness to finance project costs.
- g. To sue and be sued in its own name;
- h. To apply for and execute appropriate grants or contracts of financial assistance;

- i. To also manage open space and permanently-protected parklands that are not owned by the Authority, but which serve the purpose of this Agreement.
- j. These powers shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon Sanitation District in the exercise of similar powers.

5.5 FUNCTION OF AUTHORITY

The Authority shall manage the fund established pursuant to Section 6. Authority shall evaluate property within ~~the La Puente / Whittier Hills~~ Los Angeles County and determine appropriate property for preservation or restoration; acquire such property; determine appropriate level of restoration, if any; establish a maintenance fund, if required; initiate restoration if required; and if deemed appropriate, during the term of this Agreement, to transfer or dedicate such property and maintenance funds to an appropriate public agency under terms deemed by the Board to be consistent with provisions of this Agreement.

Habitat restoration projects shall emphasize to the greatest extent possible the use of native plants typically found in the area being restored.

SECTION 6 FUNDING OF AUTHORITY:

Pursuant to Permit 02-027-(4) Condition 24 (e) Sanitation District ~~has been making, and will continue to make, made~~ an annual payment of \$1.00 per ton of refuse disposed of at the Puente Hills Landfill into a fund established for the purpose of acquiring, restoring, and/or maintaining additional open space lands in the ~~La Puente/-~~ Whittier Hills areas in the vicinity of Sanitation District's property pursuant to the joint powers authority established to control the operation of the fund. ~~The District's annual payments will continue so long as disposal operations continue under the Permit. The Puente Hills Landfill was closed on~~ October 31, 2013.

~~Annual payments will be received on March 1 of each year for the previous year's refuse placement. Currently the Authority's funding is from a combination of grants, donations, CFD revenues, and investment revenues and other sources, as noted~~

~~in the recitals hereof. Each payment to the Authority~~All of Authority's funds will be placed in interest bearing accounts, non-interest bearing accounts if required, or investments as authorized by the ~~then-currently~~ adopted investment policy. ~~The Authority may also solicit and receive funding from any lawful source, other than the District payments.~~ ~~The~~ ~~se~~ Authority's funds may be used for any ~~lawful stated~~ purpose of the Authority.

SECTION 7 INSURANCE AND INDEMNIFICATION:

Authority shall secure and keep in effect during the term of this Agreement general liability insurance in such amounts as the Board determines appropriate, except that the limits of such insurance must be at least \$3,000,000 per occurrence. The Authority shall furnish certificates of insurance to the ~~Parties~~Member Entities within thirty (30) days of the effective date of this Agreement. The policy or policies of insurance shall name each of the ~~Parties~~Member Entities as additional insureds, and shall provide for a thirty (30) day advance written notice by the insurance carrier to the ~~Parties~~Member Entities in the event of cancellation, reduction of coverage, or renewal.

The Authority shall indemnify, defend, and hold harmless the ~~Parties~~Member Entities, their officers, agents, and employees from and against all claims, demands, or liabilities arising out of or encountered in connection with this Agreement or the activities conducted under this Agreement.

SECTION 8 DISTRIBUTION OF ASSETS ON TERMINATION:

Upon termination of this Agreement all assets shall be transferred to an appropriate public agency deemed by the Board to be consistent with the provisions of this Agreement.

SECTION 9 WITHDRAWAL OF ~~PARTIES~~MEMBER ENTITIES

Any Party may withdraw as a party to this Agreement by giving written notice of its intent to withdraw to the Executive Director not less than three months prior to the effective date of its withdrawal. The Agreement shall remain in effect so long as two or more local governments are ~~parties~~Member Entities to this Agreement.

IN WITNESS WHEREOF, each of the ~~Parties~~Member Entities has executed this Agreement on the date and year as set forth below.

“SANITATION DISTRICT”

LOS ANGELES COUNTY SANITATION
DISTRICT NO. 2, a special district

By:_____

Sanitation District Chair

Dated:_____

APPROVED AS TO FORM:

By:_____

Legal Counsel

ATTEST:

By::_____

Sanitation District Secretary

“WHITTIER”

CITY OF WHITTIER, a charter city

By:_____

Mayor

Dated:_____

APPROVED AS TO FORM:

Jones Mayer LLP

By:_____

ATTEST:

By::_____

City Clerk

Keith Collins, City Attorney

“COUNTY”

COUNTY OF LOS ANGELES

By: _____

Chair, Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

Dawyn Harrison, County Counsel

By: _____

ATTEST:

By: _____

Executive Officer, Clerk of the Board
of Supervisors

AGENDA ITEM 6
NO STAFF REPORT

AGENDA ITEM 7
NO STAFF REPORT

AGENDA ITEM 8
NO STAFF REPORT

AGENDA ITEM 9

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

AGENDA ITEM NO. 9

MEMORANDUM

Date: November 20, 2025

To: Board Members

From: *Andrea Gullo*
Andrea Gullo, Executive Director

Subject: Discussion and possible action authorizing the Executive Director to execute a contract with Psomas in the amount of \$30,500 for boundary survey, mapping and legal description services in La Habra Heights, and to amend the Authority fiscal year 2025-26 budget accordingly.

Recommendation:

That the Board authorize Executive Director to execute a contract with Psomas in the amount of \$30,500 and to amend the Authority budget accordingly.

Background:

As previously reported at the September 2025 Board meeting, staff and rangers have been communicating with a resident of La Habra Heights regarding an encroachment onto Habitat Authority property. Since that meeting, a geotechnical opinion report has been provided to the Habitat Authority, and the next step is to identify the exact property boundaries for the purposes of installing signage, fencing, and other actions as necessary. The proposed contract with Psomas would include conducting a field boundary survey to establish property boundary lines; setting of durable monuments at the angle points of the common property lines; preparation of a Corner Record to be filed with the Los Angeles County Surveyors Office; a topographic survey and legal survey of the common use road for the possible purpose of preparing an easement legal description.

Fiscal Impact:

Excluding staff, ranger and legal services time, \$2,600 has been expended for a geotechnical opinion. The additional cost of \$30,500 would require a fiscal year 2025-26 budget amendment.

Additional Materials

Minutes
PUENTE HILLS HABITAT PRESERVATION AUTHORITY
CITIZENS TECHNICAL ADVISORY COMMITTEE
September 16, 2025

The meeting of the Citizens Technical Advisory Committee was held on Tuesday, September 16, 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:

Catherine Houwen	La Habra Heights
Adam Nazaroff, Chair	La Habra Heights
Dr. Janis Cavanaugh	Whittier
Michelle Pekko-Seymoure	Whittier
Shelley Andros	Whittier
Bryan Coreas*	County of Los Angeles

*Arrived after roll call

Members Absent:

(Vacant)	La Habra Heights
(Vacant)	County of Los Angeles
Matthew Liang, Vice Chair	County of Los Angeles

Authority Representatives Present:

Andrea Gullo, Executive Director
Carlos Zelaya, Program Analyst
Michelle Mariscal, Ecologist

III. PUBLIC COMMENTS.

Steve Huber from Whittier Area Audubon shared information regarding beginner bird walks in Sycamore Canyon, which resumed this month following their summer hiatus. Thirty-three species of birds and a variety of other wildlife were observed in the canyon. Walks are held on the second Saturday of every month.

George Prather, Secretary of the Whittier Sunrise Rotary Club, invited Habitat Authority participation in and/or suggestions on a proposed series of community programs for wildfire preparedness, preliminarily planned to occur this fall/winter.

IV. APPROVAL OF MINUTES FOR THE JULY 15, 2025 ADVISORY COMMITTEE MEETING.

Member Houwen motioned to approve the July 15, 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 July Board meeting.

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

Member Houwen reported that she had attended the August La Habra Heights City Council meeting and provided a brief overview of what had been discussed.

Member Cavanaugh reported that Member Pekko-Seymoure and Executive Director Gullo attended the recent Grande Vista Neighborhood Watch meeting, at which Executive Director Gullo gave a presentation on the Habitat Authority's wildfire prevention efforts. She also reported that both she and Executive Director Gullo are currently attending a two-day training hosted by CalFire. Lastly, she commended Executive Director on the presentation she gave at the Rowland Heights Wildfire Safety Workshop hosted by Assemblymember Calderon in August.

VI. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT AMENDMENTS FOR ADDITIONAL FUEL CLEARANCE WITH EXISTING CONTRACTORS USING GRANT FUNDS FROM THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY: A) CONTRACT AMENDMENT NO. 2 WITH CALIFORNIA ARBORIST IN AN AMOUNT UP TO \$82,500, B) CONTRACT AMENDMENT NO.1 WITH NORTH

STAR LAND CARE IN AN AMOUNT UP TO \$179,600, AND C) CONTRACT AMENDMENT NO.1 WITH 805 DISCING IN AN AMOUNT UP TO \$48,400.

Executive Director Gullo provided an overview. Discussion took place.

Member Houwen motioned to recommend to the Board of Directors to 1) amend the contract with California Arborist by increasing it in the amount of \$82,500; (2) amend the contract with North Star Land Care by increasing it in the amount of \$179,600, following a review by legal counsel of the updated verbiage in Sect. 3.01; and (3) amend the contract with 805 Discing by increasing it in the amount of \$48,400. Member Cavanaugh seconded the motion, and in a vote, the motioned passed unanimously.

Member Coreas arrived to the meeting at 7:45 pm.

VII. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT WITH WYATT TRAPP INC. IN THE AMOUNT OF \$510,372.26 FOR IMPROVEMENTS TO AUTHORITY FACILITY INCLUDING HOME HARDENING IN PART USING GRANT FUNDS FROM THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY, AND CALTRANS.

Executive Director Gullo provided an overview. There was discussion.

Member Andros motioned to recommend to the Board of Directors to authorize the Executive Director to execute contract with Wyatt Trapp Inc. in an amount of \$510,372.26, and amend the budget as necessary with a clarification that this is an "Authority facility in La Habra Heights". Member Pekko-Seymour seconded the motion, and in a vote, the motioned passed unanimously.

VIII. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT WITH WSP FOR CONTRACTOR INSPECTION, MANAGEMENT AND DESIGN SERVICES ON A REIMBURSABLE BASIS USING GRANT FUNDS FROM THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY FOR TIME AND MATERIALS IN AN AMOUNT OF \$64,500.

Executive Director Gullo provided an overview. Discussion took place.

Member Pekko-Seymoure motioned to recommend to the Board of Directors to authorize Executive Director to execute a contract with WSP in an amount of \$64,500. Member Cavanaugh seconded the motion, and in a vote, the motioned passed unanimously.

IX. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO PURCHASE WILDFIRE RESILIENCY EQUIPMENT USING GRANT FUNDS FROM THE SAN GABRIEL AND LOWER LOS ANGELES RIVERS AND MOUNTAINS CONSERVANCY FROM A) VALEW QUALITY TRUCK BODIES IN THE AMOUNT OF \$227,900, PLUS TAXES, B) RANCH WORKS INC. IN THE AMOUNT OF \$26,519.98, AND C) EBERHARDT IN THE AMOUNT OF \$16,106.91, FOR A TOTAL AMOUNT OF \$270,527, PLUS TAXES.

Executive Director Gullo provided an overview. Discussion took place.

Member Coreas motioned to recommend to the Board of Directors authorizing Executive Director to purchase equipment in the reimbursable amount of \$270,527, plus taxes for firefighting or fire prevention purposes in accordance with the executed RMC25001 Grant Agreement. Member Andros seconded the motion, and in a vote, the motioned passed unanimously.

X. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH PSOMAS IN THE AMOUNT OF \$46,400.00 FOR THE SERVICES OF SURVEYING, MAPPING AND CREATING A LEGAL DESCRIPTION FOR A CONSERVATION EASEMENT ASSOCIATED WITH THE METRO HEIGHTS HABITAT MITIGATION RESTORATION PROJECT IN LA HABRA HEIGHTS.

Executive Director Gullo provided an overview. Discussion took place.

Member Coreas motioned to recommend to the Board of Directors that they authorize Executive Director to execute a contract with Psomas in the amount of \$46,400.00 for the services of surveying, mapping and creating a legal description for a conservation easement associated with the Metro Heights habitat mitigation restoration project in La Habra Heights. Member Pekko-Seymoure seconded the motion, and in a vote, the motioned passed unanimously.

XI. DISCUSSION AND RECOMMENDATION TO THE BOARD OF DIRECTORS AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE CONTRACT WITH MPR FOR COMMUNICATION SERVICES IN THE AMOUNT OF \$60,000.

Executive Director Gullo provided an overview. Discussion took place.

Member Houwen motioned to recommend to the Board of Directors to authorize Executive Director to execute a one year contract with MPR in the amount of \$60,000. Member Coreas seconded the motion, and in a vote, the motioned passed unanimously.

XII. RECEIVE AND FILE UPDATE REGARDING RECENT 0.08 ACRE FIRE IN POWDER CANYON.

Ecologist Mariscal provided an overview.

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

Chair Nazaroff offered ideas for funding potential land acquisitions and discussion took place.

Executive Director Gullo announced former member Francis' resignation from CTAC and thanked him for his dedication and service. Also, the Habitat Authority is seeking members to join the Fiscal Oversight Advisory Committee. Other updates provided by Executive Director Gullo included progress with Measure PH funding, the Mid-Autumn Nature Walk on October 5th, articles published in the Journal of the Torrey Botanical Society and Heights Life, and a parcel acquisition going before the Board at their next meeting. Executive Director Gullo also attended and provided Habitat Authority updates at the September 15th HHIA meeting.

Member Cavanaugh asked for the time and date of the next Board Meeting. Information was provided.

XIV. ADJOURNMENT AND ANNOUNCEMENT OF THE NEXT MEETING.

There being no further comments or business to discuss, Chair Nazaroff adjourned the meeting at 9:02 p.m.