



City of La Habra Heights AGENDA REPORT

To: Mayor and City Council Meeting: March 10, 2011
From: Shauna Clark, City Manager Prepared February 14, 2011

SUBJECT: HABITAT AUTHORITY BOARD MEMBERSHIP

BACKGROUND

At the Council Meeting of February 10, 2011, Council Member Viperman noted that a significant portion of the Puente Hills Habitat Preservation District (Habitat Authority) land is within the city limits of La Habra Heights but the City doesn't have a seat on the Board of Directors. By consensus the Council referred the matter to the March 10, 2011 meeting and requested the City Manager to report back.

The Habitat Authority was created in 1994 via a joint powers agreement between the Los Angeles County Sanitation District, the County of Los Angeles, and the City of Whittier (see attached). According to the Habitat Authority website, the authority is governed by four directors (each having an alternate) and one alternate director as follows:

Directors

Los Angeles County – Dickie Simmons (4th district appointee)
LA County Sanitation District – Steve Maguin
Hacienda Heights – Michael Hughes (4th district appointee)
City of Whittier – Councilman Bob Henderson

Alternate Director

Grace Chan

Since the Authority was created by a joint powers agreement, it would take an amendment to the agreement to create a seat on the board for La Habra Heights.

RECOMMENDATION

- A. Direct the City Manager to prepare a letter to be signed by all members of the Council and sent to the three entities that created the Habitat Authority requesting an amendment to the joint powers authority agreement to create a seat on the board for a member of the La Habra Heights City Council.

- or -

- B. Receive and file

ATTACHMENTS

Habitat Authority Board Members
Joint Powers Agreement

ITEM# 19



Puente Hills Landfill Native Habitat Preservation Authority



Meet the Board of Directors

Home

Who We Are

Trail Access

**Preserve
Management**

**Natural
Resource
Management**

Outreach

**Living with
Wildlife**

**Board of
Directors**

**Advisory
Committee**

**Public Meeting
Schedule**

Publications

**Contact
Information**

Donations

**Mitigation
Opportunities**

Councilman Bob Henderson Chairman

Councilman Henderson has been Chairman since the creation of the agency, in 1994. He served on Whittier's City Council from 1976 until 1984. He served as Mayor Pro Tem from 1980-82. He was then re-elected in 1990, 1994, 2002 and 2006. Councilman Henderson served as Mayor from 1992-94, and in 2009 again serves as Mayor. An Uptown Whittier business owner, he owns Hendersons Insurance. Councilman Henderson is very active in other hills preservation agencies and organizations.

Councilman Henderson's alternate on this Board is Whittier Council Member Owen Newcomer.

Dickie Simmons Vice Chair

Dickie Simmons represents the Los Angeles County Supervisor of the Fourth District, Don Knabe, in the cities of La Habra Heights and Diamond Bar, and in the communities of Rowland Heights and Hacienda Heights. He is also the Supervisor's liaison to the Department of Military and Veteran Affairs and the Department of Consumer Affairs. He served in the U.S. Marine Corps and also served 29 years with the Los Angeles Police Department.

Mr. Simmon's alternate is Curt Pederson who also works for Supervisor Knabe.

Michael Hughes Director

Michael Hughes was appointed by Supervisor Don Knabe to represent the community of Hacienda Heights. Prior to his appointment as Director he served on the Habitat Authority Technical Advisory Committee for 11 years, as well as 11 years as an Alternate Director. He has served 13 years on the Board of Directors of the Hacienda Heights Improvement Association, 8 of those years as its President. Michael is also active in a number of other local hills and open-space preservation agencies and organizations.

Stephen R. Maguin Director

Steve Maguin is the Chief Engineer and General Manager of the Sanitation Districts of Los Angeles County. He began work with the Sanitation Districts in 1971. Prior to the appointment to his current position in December 2006, Mr. Maguin served as the Assistant Chief Engineer and Assistant General Manager for 7 years and as the Solid Waste Management Department Head for 15 years.

Mr. Maguin's alternate is Grace Chan, Head of the Solid Waste Department.

Grace R. Chan Alternate Director

Grace Chan began work at the Sanitation Districts in 1983. She became Assistant Chief Engineer and Assistant General Manager in November 2008, and served as Solid Waste Management Department Head for over 2 years (after having been the Assistant Department Head of the Solid Waste Management Department).

JOINT POWERS AGREEMENT
PUENTE HILLS LANDFILL NATIVE HABITAT
PRESERVATION AUTHORITY

This JOINT POWERS AGREEMENT is made and entered into by and between COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY (District), pursuant to the Los Angeles County Sanitation Districts Joint Refuse Transfer and Disposal System Agreement, dated April 8, 1970, as amended 9 (System Agreement) 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 THE SOUTH BAY CITIES SANITATION DISTRICT OF LOS ANGELES COUNTY (hereinafter collectively referred to as (Districts), the COUNTY OF LOS ANGELES (County), and the CITY OF WHITTIER (City).

WHEREAS, the County is a subdivision of the State of California and is the governmental agency with local land use jurisdiction over the Puente Hills Landfill.

WHEREAS, the City is a municipal corporation in proximity to the area depicted in Exhibit A and have an interest in preserving a native habitat area therein.

WHEREAS, 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, the System Agreement empowers District to maintain the various sites, facilities, operations and equipment that comprise the 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 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 said Permit is subject, is Condition 15 which requires the establishment of a Joint Powers Authority (JPA) consisting of the District, County and City 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 areas and which provides that the JPA will be funded by an annual payment by the 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 JPA;

WHEREAS, the parties hereto desire to preserve or create for the benefit of the public a native habitat area in lands acquired under this agreement.

Now, THEREFORE, District, County, and City 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 additional open space lands in the area depicted in Exhibit A, said land lying within the La Puente/Whittier Hills area, in the vicinity of the Puente Hills Landfill, to create or preserve native habitat areas, thereby mitigating impacts on oak tree resources and natural open space resulting from the operation of the Puente Hills Landfill and to provide for the eventual transfer or dedication of such native habitat areas and maintenance funds to an appropriate agency.

SECTION 2 DEFINITIONS:

The following definitions govern the construction of this Agreement:

"La Puente/Whittier Hills" shall be as delineated by 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, Section 6500 et seq. ("the Act") relating to the joint exercise of powers common to public agencies, the parties hereby establish a public entity separate and apart from the signatories, the Puente Hills Landfill Native 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 to this Agreement. District, County, and City each possesses the powers referred to below.

Any conservation easements acquired pursuant to this act shall be acquired in perpetuity and shall comply with applicable provisions of state law.

SECTION 4 TERM:

4.1 This Agreement is effective upon execution, and shall continue in effect until two (2) years following cessation of disposal operations at the Puente Hills Landfill under CUP 92-250 - (4) or any subsequent conditional use permit ("CUP") which provides for continued operations at said site.

SECTION 5 ORGANIZATION:

5.1 BOARD OF DIRECTORS.

Authority shall be governed by a Board of Directors (Board) composed of four directors. One director shall be appointed by the Board of Directors of District and shall at the time of appointment be a director or employee of District. 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 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 term as director. 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 an employee of the City. The City Council of Whittier, the 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, inability or refusal 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.

Board members 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.

Vacancies on the Board shall be filled by the member agency or supervisor that originally appointed that Director.

5.2 OFFICERS:

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 absence the Vice Chair, shall preside at and conduct all meetings of the Board.

The Board shall designate a Secretary of the Board at its first meeting.

The Treasurer of the County of Los Angeles shall be the Treasurer of Authority and is designated as the Authority's depository to have custody of all 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 Section 6505 and 6505.5 as that Section may be amended or as similar laws may from time to time provide.

The Auditor of the County of Los Angeles shall act as Authority's 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 Authority in the hands of the Controller shall be open to inspection at all reasonable times by representatives of Members. 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 all Members 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.

Remuneration for the Secretary, Treasurer, and Controller shall be determined by the Board and shall be sufficient to cover the costs, both direct and indirect incurred by such officers. The Board may from time to time change the designated Secretary, Treasurer, or Controller to any person who is authorized by the Act to occupy such office.

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 with any business relating to the affairs of the Authority, with fee rates to be approved by the Board.

The Board may appoint or contract for the services of a Project Director and such other staff as is reasonably necessary to conduct the affairs of the Authority. The Project Director and members of the staff shall not be a director nor member of the governing body of any Member. The Authority may contract with a party to provide the Project Director and staff. The Project Director shall have overall managerial responsibility for overseeing the implementation of the project provided for by this Agreement, by the Authority's forces or under contract by others.

The Treasurer, Controller and Project 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 a amount of \$100,000. The cost thereof shall be paid by the Authority required by G.C. 6505.1.

5.3 MEETINGS OF THE BOARD.

5.3.1 Regular Meetings.

The Board shall provide for its regular meetings; provided that it shall hold at least two regular meetings in each year. The dates and the hour and place at which any regular meeting shall be held shall be fixed by resolution and a copy of such resolution shall be delivered to all parties. The place of the regular meetings shall be within the County of Los Angeles.

5.3.2 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.

5.3.3 Minutes.

The Secretary of 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.

5.3.4 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.

5.3.5 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 City, County and 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 therefore shall not exceed the direct and indirect costs of providing the services . Indirect costs shall be a direct percentage of direct costs and said percentage shall be

identical for each of the parties. Said percentage shall be as mutually agreed by the parties.

- 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 Authority shall be located within the La Puente/Whittier Hills as defined in Exhibit A;
- e. To incur debts, liabilities, or obligations which shall not constitute the debts, liabilities or obligations of the parties to this Agreement;
- f. To issue bonds, notes, warrants, or other evidences of indebtedness to finance project costs, including without limitation the authority to issue revenue bonds in accordance with Article 2, Chapter 5, Division 7, Title 1 of the Government Code of the State of California;
- g. To sue and be sued in its own name;
- h. To apply for and execute appropriate grants or contracts of financial assistance;

Said powers shall be subject only to such restrictions upon the manner of exercising such powers as are imposed upon 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 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 greater extent possible the use of native plants typically found in the area being restored.

SECTION 6 FUNDING OF AUTHORITY:

The District shall fund the Authority by paying to the Authority one (1) dollar per ton of refuse disposed of at the Puente Hills Landfill during its operation under CUP 92-250 - (4) or subsequent CUPs providing for continued landfill operations at Puente Hills Landfill. The first payment shall be due May 15, 1994, and shall be in the amount of One Dollar (\$1.00) per ton of refuse disposed of under CUP 92-250 - (4) from January 1, 1994 through March 31, 1994. Payments will be made quarterly within 45 days of the end of the quarter for the first two years and annually

thereafter. The first annual payment shall be due on March 1, 1997 and represent One Dollar (\$1.00) per ton of refuse placed from January 1, 1996 through December 31, 1996. Annual payments will be due on March 1st each subsequent year for the previous year's refuse placement.

Each payment to the Authority will be placed in an interest bearing account until disbursement by Authority for the purposes of this agreement.

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 provided that the limits thereof are at least \$1,000,000 per occurrence. Certificates of insurance and any endorsements thereof shall be furnished to parties within thirty (30) days of the effective date of this agreement. The policy or policies of all insurance shall name each of the parties as additional insureds, and shall provide for a thirty (30) day advance written notice by the insurance carrier to the parties in the event of cancellation, reduction of coverage or renewal.

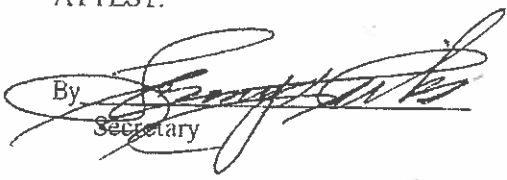
The Authority shall indemnify and hold harmless the parties, their officers, agents, and employees from and against all claims, demands or liabilities arising out of or encountered in connection with this Agreement and the activities conducted hereunder and shall defend them against any claim, cause of action or damage resulting therefrom;

SECTION 8 DISTRIBUTION OF ASSETS ON TERMINATION:

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

IN WITNESS WHEREOF, each of the parties has executed this agreement on the date and year as set forth below.

ATTEST:

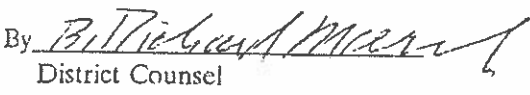
By 
Secretary

COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY

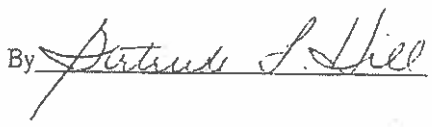
By 
Chairperson, Board of Directors

Dated 1-12-94

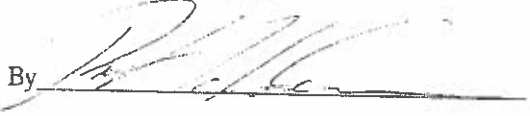
APPROVED AS TO FORM
KNAPP, MARSH, JONES & DORAN

By 
District Counsel

ATTEST:

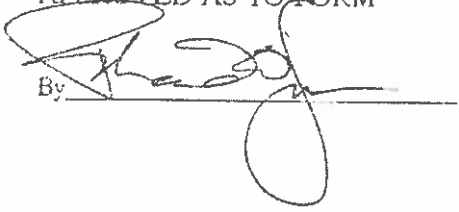
By 

CITY OF WHITTIER

By 

Dated 1/17/94

APPROVED AS TO FORM

By 

ATTEST:

COUNTY OF LOS ANGELES

By _____

By *[Signature]*

Dated FEB 15 1994

APPROVED AS TO FORM:

By *Richard D. Weiss*
Princ. Dep. Co. Couns.

ATTEST: LARRY J. MONTEILH
EXECUTIVE OFFICER —
CLERK OF THE BOARD OF SUPERVISORS
By _____, Deputy



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#12

FEB. 15 1994

[Signature]
LARRY J. MONTEILH
EXECUTIVE OFFICER

EXHIBIT A

PUENTE HILLS LANDFILL
NATIVE HABITAT PRESERVATION
JOINT POWERS AUTHORITY

