



City Council Agenda Report

To: Mayor Grisanti and Members of the City Council

Prepared by: Susan Dueñas, Public Safety Manager

Reviewed by: Lisa Soghor, Assistant City Manager

Approved by: Steve McClary, Interim City Manager

Date prepared: May 24, 2021 Meeting date: June 14, 2021

Subject: Acceptance of Santa Monica Mountains Conservancy Grant

RECOMMENDED ACTION: Authorize the Mayor to enter into a Grant Agreement with the Santa Monica Mountains Conservancy (Conservancy) for fire prevention and resiliency projects.

FISCAL IMPACT: Funds in the amount of \$324,000 for implementation of the project will be included in the Fiscal Year 2021-2022 Proposed Budget in Account No. 100-7021-5100-00 (Public Safety – Professional Services). The grant funds will offset the costs.

WORK PLAN: This item is included as part of 1.j. in the proposed Work Plan for Fiscal Year 2021-2022.

DISCUSSION: On May 13, 2021, staff received authorization from the City Council for a grant application to the Santa Monica Mountains Conservancy (Conservancy) for fire prevention and resiliency projects. Staff submitted a request for \$324,000 for the removal of 100 hazard trees on public and private property, as well as 12 community chipper and green waste days. On May 24, 2021, staff received the grant award from the Conservancy (attached).

This grant is part of a \$536 million wildfire package that Governor Newsom signed in April 2021 to enable the State to take urgent action on projects that support the protection of residents and property from catastrophic wildfires. The Conservancy was allocated \$12 million of those funds to distribute for immediate fire prevention and fire resiliency projects in the Santa Monica Mountains area. On April 15, 2021, the City of Malibu was invited to

submit a request for funding from this grant, and applications for funding of shovel-ready projects were due on May 1, 2021.

Residents with dead and dying hazard trees will be invited to sign up for free tree removal through this program. In addition, the City's Fire Safety Liaison will reach out to property owners with trees that are particularly dangerous to critical infrastructure and surrounding residences. Community chipper and green waste days will provide residents an opportunity to dispose of large amounts of fire-hazardous vegetation with free community curbside chipper pick-up.

Staff recommends that the Council authorize the Mayor to sign an agreement with the Santa Monica Mountains Conservancy for grants funds for fire prevention and resiliency projects.

ATTACHMENTS: State of California Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

3810-GF-2131

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Santa Monica Mountains Conservancy

CONTRACTOR NAME

City of Malibu (Tree Removal Wildfire Resiliency)

2. The term of this Agreement is:

START DATE

5/10/2021

THROUGH END DATE

6/30/2025

3. The maximum amount of this Agreement is:

\$324,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions	
+ - Exhibit E	Additional General Provisions	19

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Malibu

CONTRACTOR BUSINESS ADDRESS

23825 Stuart Ranch Road

CITY

Malibu

STATE

CA

ZIP

90265

PRINTED NAME OF PERSON SIGNING

Mr. Paul Grisanti

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

TITLE

Mayor

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SIGN HERE**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Santa Monica Mountains Conservancy

CONTRACTING AGENCY ADDRESS

570 West Avenue 26, Suite 100

CITY

Los Angeles

STATE

CA

ZIP

90065

PRINTED NAME OF PERSON SIGNING

Ms. Rorie Skei

TITLE

Chief Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:
Hazard tree removal and community chipper days with Board Materials date May 10, 2021.
2. The services shall be performed within the Santa Monica Mountains Conservancy Zone.
3. The services shall be provided during normal business hours.
4. The project representatives during the term of this agreement will be:

State Agency: Santa Monica Mountains Conservancy	Contractor: City of Malibu
Name: Ms. Rorie Skei	Name: Ms. Susan Duenas
Phone: (310) 589-3230 ext. 112	Phone: (310) 456-2489
Fax: (310) 985-5102	Fax: (310) 456-7650

Direct all inquiries to:

State Agency: Santa Monica Mountains Conservancy	Contractor: City of Malibu
Section/Unit: Government Programs	Section/Unit:
Attention: Budgets, Grants, and Contracts Officer	Attention: Ms. Susan Duenas, Public Safety Manager
Address: 570 West Avenue 26, Suite 100 Los Angeles, California 90065	Address: 23825 Stuart Ranch Road Malibu, California 90265
Phone: (323) 221-8900 x 144	Phone: (310) 456-2489
Email: valdez@smmc.ca.gov	Fax: (310) 456-7650

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Santa Monica Mountains Conservancy
Attn: Budgets, Grants and Contracts Officer
570 West Avenue 26, Suite 100
Los Angeles, CA 90065

- C. Refer to additional billing information for more details.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

City of Malibu (Tree Removal Wildfire Resiliency)
General Funds from the Wildfire Prevention Early Budget Action Funding Plan
3810-GF-2131

Additional General Provisions

A. Definitions

1. The term “Act” as used herein means the GF: General Funds from the Wildfire Prevention Early Budget Action Funding Plan.
2. The term “CEQA” as used herein means the California Environmental Quality Act, Public Resources Code Section 21000 et. Seq; Title 14, California Code of Regulations Section 15000 et. seq.
3. The term “Contract” as used herein means an agreement between the State and Grantee specifying the payment of Grant Money by the State for the performance of Project goals within the Project Performance Period by the Grantee.
4. The term “Grantee” as used herein means the party described as the Grantee on page 1 of this Contract.
5. The term “Grant Moneys” as used herein means funds derived from the sale of bonds authorized by the Act.
6. The term “Project” as used herein means the project described in Section B of Exhibit E.
7. The term “Project Performance Period” as used herein means the period of time that the Grant Moneys are available, and the time in which the Project must be complete, billed and paid as described in Section C of Exhibit E.
8. The term “State” as used herein means the Santa Monica Mountains Conservancy.
9. The term “Contractor” as used herein means the party described as the Grantee on page 1 of this Contract.

B. Project Description

The Grantee shall be responsible for hazard tree removal and community chipper days in accordance with Conservancy Board materials dated May 10, 2021

(attached). Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, press releases and publicity materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.

For Projects that involve land acquisition:

- 1.1 Prior to purchasing fee title or a lesser interest in eligible land, the Grantee (buyer) must submit necessary information to the Grant Manager. This information must include:
 - 1.1.1 An estimate of the current fair market value of the land interest to be purchased. To establish the fair market value, the Grantee will obtain one independent appraisal. One independent review appraisal will be required to review all appraisal reports and to prepare a written report of the review. All appraisals and the review appraisal must be prepared by real property appraisers currently licensed by the State of California Office of Real Estate Appraisers as a Certified General Appraiser.
 - 1.1.2 A written statement of the proposed procedure and timing of the purchase of the land interest.
 - 1.1.3 A written statement that the land is suitable for its intended uses, and that the Grantee is solely responsible for the mitigation of a hazardous material that may be found during the development of the site.
 - 1.1.4 If not included in the appraisals, an adequate map showing the location of the proposed project including the land/easement proposed for purchase. Adequacy will be determined by the Grant Manager.
- 1.2 Open an escrow account with an institution licensed by the California Department of financial Institutions and obtain the services of an escrow company that has complied with the requirements of Division 6 of the California financial code, commencing with Section 17000.

1.3 Provide the escrow company with the Purchase and Sale Agreement outlining the terms and conditions by June 30, 2025.

1.3.1 Execute and deliver to the Grant Manager an original of the Purchase and Sale Agreement to include the terms of escrow and the seller's restrictions during the term of the escrow, if any.

1.3.2 Provide the escrow company with all required deposit amounts and required insurance information.

1.3.3 Processing of grant deeds shall occur as part of the escrow instructions, and the grant deed will be recorded when all escrow instructions have been completed and immediately after escrow closes on or before June 30, 2025. If all of the property interest is not purchased, any funds disbursed under this Agreement must be returned to the Santa Monica Mountains Conservancy and any penalties for arbitrage on interest earned will be paid by the Grantee.

1.3.4 Close escrow and finalize the acquisition.

C. Project Period

The project period shall be from May 10, 2021 to June 30, 2025, unless such time period is extended by the State.

D. Project Execution

1. Subject to the availability of Grant Moneys in the Act, the State hereby grants to the Grantee a sum of money (Grant Money) not to exceed the amount stated on page 1 of this contract in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Description of Project and under the terms and conditions set forth in this Contract.

Unless otherwise determined by the State, Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the Executive Director of State for approval.

2. (Only if a match is required) The State and the Grantee hereby agree and acknowledge that the State's obligation to disburse the Grant Moneys under this Contract are explicitly conditioned upon Grantee's securing matching funds on a 1:1 ratio to the total amount approved by this Contract. Grantee will have the obligation to provide the State with proof of said matching funds as part of Grantee's payment requests and/or invoices to the State. In the event that Grantee is unable to provide proof of secured matching funds equal to the total Grant Moneys requested in any particular payment request/invoice, the State shall have no obligation to disburse any further Grant Moneys until such proof is provided.
3. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Contract.
4. Grantee shall comply as lead agency with a California Environmental Quality Act (Public Resources Code, Section 21000, et seq.)
5. If the Project includes development, the Grantee shall comply with all applicable current laws and regulations affecting development projects, including, but not limited to, laws affecting health and safety, hazardous materials, historical preservation, environmental impacts, building standards, and the like.
6. Grantee agrees to permit periodic site visits by the State to determine if development work is in accordance with the approved Project Description including a final inspection upon Project completion.
7. Grantee agrees to submit any significant deviation from the original Project Description to the Executive Director of State for prior approval.
8. If the Project includes acquisition of real property, the Grantee agrees to comply with all applicable state and local laws or ordinances affecting relocation and real property acquisition. Documentation of such compliance will be made available for review upon request by the State.
9. Grantee agrees to provide reasonable public access to lands acquired in fee with Grant Moneys except where that access may interfere with habitat protection.

10. Grantee agrees to comply with applicable prevailing wage requirements.
11. All informational products (e.g., data, studies, findings, management plans, manuals, photos, etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Environmental Information Catalog (<http://gis.ca.gov/catalog/>) maintained by the CERES Program (www.ceres.ca.gov).
11. To the extent that such state rates are available to Grantees, Grantee agrees to abide by travel expenses and per diem rates set at the rate specified by the Department of Personnel Administration for similar employees. In the event that such state rates are not available, actual travel expenses in excess of state rates will be reimbursed only upon certification that state rates were not available.
12. Recipients of grant funding shall post signs and/or include appropriate documentation within the deliverables of the Grant acknowledging the source of the funds pursuant to direction and approval by the Conservancy. The Conservancy may withhold the final disbursement pending acknowledgement of the funding source in the manner approved by the Conservancy.

E. Project Costs

The Grant Moneys to be provided Grantee under this Contract may be disbursed as follows:

1. For acquisition Projects: Acquisition of real property shall be from a willing seller of a fee interest or any other interest. The State may disburse to Grantee the amount of the purchase price together with cost allocation or overhead and incident acquisition costs.
2. For development Projects: The State may disburse to Grantee the Grant Moneys on proof of award of a construction contract or commencement of construction by force account including cost allocation and project administration costs, up to one hundred percent of the total Grant, or the actual cost, whichever is less.
3. The dollar amount of an item in the Project Budget may be increased by up to ten percent (10%) through reallocation of funds from another item or items, without approval by the Conservancy; however, the

Grantee shall notify the Conservancy in writing when any such reallocation is made and shall identify both the item(s) being increased and those being decreased. Any increase or decrease of more than ten percent (10%) in the amount of an item must be approved in writing by the State. The total amount of the Grant Funds may not be increased without Board Approval.

4. Indirect costs are costs that have been (1) incurred for common or joint objectives and (2) cannot be readily identified with a particular project or program. The Conservancy encourages Grantees to keep these costs as low as possible and requests information regarding these costs with the Grantee Data Sheet. These costs are to be stated in the agreement budget as a separate line item.

F. Work Products

1. Grantee shall ensure that the Conservancy receives full recognition for providing funding under this Grant Agreement in any and all publication of the deliverables under this Grant Agreement. Examples include, but are not limited to, signage recognizing the contribution at any physical project sites and the Conservancy's name and logo on any and all materials, documents, websites, or other forms of presentation regarding this project. The Conservancy shall have the right to use any and all such materials produced as a result of this Grant Agreement.
2. All material, data, information, and written, graphic or other work produced, developed or acquired under this agreement is subject to the unqualified and unconditional right of the Conservancy to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, the Conservancy is granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense.
2. The grantee shall include in any contract with a third party for work under this agreement terms that preserve the rights, interests, and obligations created by this section, and that identify the Conservancy as a third-party beneficiary of those provisions.

3. The grantee shall not utilize the work produced under this agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.

G. Project Administration

1. Grantee agrees to promptly submit project status reports as the State may request. Failure to submit such project status reports in a timely manner may result in stop payments for future payment requests until such reports are submitted. Grantee shall provide State a report showing total final Project expenditures.
2. Grantee agrees that property and facilities acquired or developed pursuant to this Contract shall be available for inspection upon request by the State.
3. Grantee agrees that income earned by the Grantee from use of the Project shall be used to further Project purposes, or, if approved by the State, for related purposes within the Grantee's jurisdiction.

G. Project Termination

1. Grantee may unilaterally rescind this Contract at any time prior to the commencement of the Project. After Project commencement this Contract may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with material terms of this Contract or any other Contract under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this Contract shall not be cause for the suspension of all obligation of the State hereunder if in the judgment of the Executive Director of State such failure was due to no fault of the Grantee. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Contract.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of this Contract, is the preservation, protection and net increase in the quantity and quality of

parks, public recreation facilities and/or historical resources available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant Moneys under the provisions of this Contract, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant Moneys disbursed under this Contract by the State would be inadequate compensation to the State for any material breach by the Grantee of this Contract. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this Contract shall be the specific performance of this Contract.

5. Grantee and State agree that if the Project includes development, final payment may not be made until the Project conforms substantially to this Contract and is a useable facility.

H. Financial Records

1. The State may audit the Project. If so, the Grantee will be notified at least 30 days in advance. The audit may occur up to three years after the final payment of Grant Moneys.
2. Grantee agrees to maintain satisfactory financial accounts, documents and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.

Grantee and State agree that during regular office hours each of the parties hereto and their duly authorized representative shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto. Grantee agrees to maintain and make available for inspection by the State accurate records of all of its costs, disbursements and receipts with respect to its activities under this Contract.

3. Grantee agrees to use a generally accepted accounting system.

I. Use of Facilities

1. Grantee agrees that the Grantee shall use the property acquired or developed with Grant Moneys under this Contract only for the purpose for which the State Grant Moneys were requested and no

other use of the property shall be permitted except by specific act of the Legislature.

2. Grantee shall use the property for purposes for which the Grant was made and shall make no other use or sale or other disposition of the property, except as consistent with the Act and authorized by the State. This Agreement shall not prevent the transfer of the property from the Grantee to a public agency, if the successor public agency assumes the obligations imposed by this Agreement. If the use of the property is changed to a use that is not permitted by the Act, or if the property is sold or otherwise disposed of, and amount equal to (1) the amount of the grant (2) the fair market value of the real property, or (3) the proceeds from the sale or other disposition, whichever is greater, shall be reimbursed to the State, unless approved by the Executive Director of State to be used for related purposes within the Grantee's jurisdiction.
3. Grantee agrees to maintain and operate the property acquired, developed, rehabilitated or restored with Grant Moneys for a period that is commensurate with the type of project and the proportion of State funds and local matching funds or property allocated to the capital cost of the project.

J. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national region, age, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Contract.
2. The Grantee shall not discriminate against any person on the basis of residence.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Contract.

K. Application Incorporation

The Application and any subsequent change or addition approved in writing by the State is hereby incorporated in this Contract as though set forth in full in this Contract.

L. Severability

If any provision of this Contract or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and pursuant to this provision of this Contract, are severable.

State of California—The Natural Resources Agency

SANTA MONICA MOUNTAINS CONSERVANCY
Los Angeles River Center & Gardens
570 West Avenue Twenty-Six, Suite 100
Los Angeles, California 90065
(323) 221-8900

Memorandum

To : The Conservancy
The Advisory Committee

May 10, 2021

From :  Joseph T. Edmiston, FAICP, Hon. ASLA, Executive Director

Subject: **Consideration of resolution authorizing a grant of General Funds from the Wildfire Prevention Early Budget Action Funding Plan to the City of Malibu for hazard tree removal and community chipper days.**

Staff Recommendation:

That the Conservancy adopt the attached resolution authorizing a grant of General Funds from the Wildfire Prevention Early Budget Action Funding Plan to the City of Malibu for hazardous tree removal and community chipper days in the amount of \$324,000.

Legislative Authority:

Section 33204 of the Public Resources Code; Section 13 of the Budget Act of 2020, Item 3010-02-0001.

Background:

On April 14, 2021, the Santa Monica Mountains Conservancy announced that it received \$12 million in the State Budget as part of Governor Newsom's \$536 million statewide Wildfire Prevention Early Budget Action Funding Plan to help improve California's resilience to wildfires. The funding is intended to be used for projects that proactively reduce the risk of wildfire, strengthen wildfire resilience, increase carbon sequestration, rally against the effects of climate change, and dedicate more resources to local community infrastructure. The intent of the funding was to have the full amount spent immediately in preparation for the upcoming 2021 season, which is predicted to be severe.

Conservancy staff have coordinated with partner agencies, non-profit organizations, local tribes, and other stakeholders to quickly solicit proposals which could be implemented immediately. All proposals under consideration are consistent with early findings from the Conservancy's *Regional Forest and Fire Capacity Plan* process.

The attached application from City of Malibu proposes to remove approximately 100 trees which pose a fire hazard and conduct 12 community chipper and green waste days throughout the City of Malibu. Residents with dead and dying trees will be invited to sign up for free tree removal through this program, and the City's Fire Safety Liaison will reach out to property owners with trees that are particularly dangerous to critical infrastructure and surrounding residents. Twelve community chipping and green waste events will also be scheduled in neighborhoods throughout the City allowing homeowners to assist with reduction of fuel loads. Woody biomass from chipper days and the removal of hazardous trees will be chipped on site and removed to a local green waste recycling facility, as will collections from green waste days. The project is anticipated to be complete by September 2021. Please refer to the attached grant application for more information.

Typically, Conservancy staff and grantees have several weeks to refine and coordinate the scope, timeline, budget, and other aspects of grant applications. Relative to other Conservancy grant programs, the Wildfire Resiliency Action Program has an accelerated rollout and a robust number of grants under consideration at the same time. Therefore, the attached resolution authorizes the Executive Director to make minor modifications to the grant proposal to ensure that the objectives of the Wildfire Prevention Early Budget Action Funding Plan are met.

Consideration:

The grant application from City of Malibu is for \$324,000.

Attached:

[5-10-21 Malibu-Application](#)

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION			
Project Name: CITY OF MALIBU HAZARDOUS TREE REMOVAL AND FUEL REDUCTION		Amount of Request: \$324,000.00	
Applicant Name: City of Malibu		Total Project Cost: \$324,000.00 Matching Funds: Lat/Long: N 34.039267 x W 118.693221	
Applicant Address: 23825 Stuart Ranch Road Malibu, CA 90265		Project Address:	
		County	Senate District
		Los Angeles	27
Phone: (310) 456-2489 Email: Firesafety@malibucity.org		Tax ID:	
Grantee's Authorized Representative:			
Reva Feldman, City Manager <i>Name and Title</i>		310-456-2489 x226 <i>Phone</i>	
Overhead Allocation Notice:			
<input type="checkbox"/> Any overhead costs will be identified as a separate line item in the budget and invoices. <input type="checkbox"/> The Conservancy encourages grantees to reduce overhead costs including vehicle and phone expenses. <input type="checkbox"/> The overhead allocation policy has been submitted prior to, or with, the grant application.			
Outreach and Advertising Requirement:			
<input type="checkbox"/> Applicant has read the staff report and board resolution regarding contract policies. <input type="checkbox"/> Applicant has adopted contract policies for the purpose of increasing outreach and advertising to disadvantaged businesses and individuals.			
<i>All check boxes must be checked</i>			
Brief Project Description:			
<p>The removal of 100 dead or dying trees and reduction of brush fuel within and around the City of Malibu's neighborhoods, infrastructure, and staging areas to aid in the control of wildfire. Reduction of fuel load will also improve ingress and egress along roads. Grant funds will be used for 12 community chipper and green waste days as well as for tree removal contractors who will assist in the removal of hazardous trees around homes in the urban interface.</p> <p>Additional information is attached.</p> <p style="text-align: right;">*attach additional pages with project detail</p>			
Tasks / Milestones:		Budget: \$324,000.00	Completion Date
May 24 - Acceptance of grant by City Council			9/15/2021
May 25 - Issue RFP for contractor to remove hazard trees			

I certify that the information contained in this Grant Application form, including required attachments, is accurate.

4/29/2021
Date

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City of Malibu

Office of Public Safety

23825 Stuart Ranch Road · Malibu, California · 90265-4861

Phone (310) 456-2489 · Fax (310) 456-3356 · www.malibucity.org/firesafety

Request for Grant Funding

Project Name: HAZARDOUS TREE REMOVAL AND FUEL REDUCTION

Project Description Summary:

The City of Malibu is seeking grant funding to remove hazardous trees and reduce hazardous fuel conditions that exist within the City in order to protect life, property and the environment. The removal of dead or dying trees and reduction of brush fuel within and around Malibu's neighborhoods, infrastructure and staging areas will aid in the control of wildfire. Reduction of fuel load will also improve ingress and egress along roads.

Inside the Woolsey Fire burn scar, the City has varying degrees of remaining hazard trees that are within 100 feet of homes, streets, and other common areas. The fire left pockets of hazardous vegetation intermixed within these communities. In addition, most neighborhoods east of Malibu Canyon Road have not had a significant fire in nearly 30 years and are extremely vulnerable to a catastrophic fire.

Grant funds will be used to hire a contractor to assist in the removal of 100 hazard trees and conduct 12 community chipper and green waste days throughout the City of Malibu. The City of Malibu recently developed a Community Wildfire Protection Plan (CWPP) these activities were identified in Section 8.0, CWPP Recommendations, of the action plan.

Residents with dead and dying trees will be invited to sign up for free tree removal through this program. In addition, the City's Fire Safety Liaison will reach out to property owners with trees that are particularly dangerous to critical infrastructure and surrounding residents. All work will be quantifiable through numbers of trees removed, tons of green waste removed, and number of damaged properties aided. Additional benefits of this project are protection of water supplies, power lines, and communication equipment. Additionally, the City of Malibu is a major transportation thoroughfare for public and private commerce as well as recreation and tourism traffic.

Wildfire Preparedness...Shared Responsibility, Shared Obligation

City of Malibu – Office of Public Safety**SCOPE OF WORK**

The proposed project would take place citywide. Approximately 7,000 homes exist within the City and are all immediately adjacent to or within the Wildland Urban Interface. The scope of work includes removing 100 dead and/or damaged trees on both private and public property that pose a hazard to people, personal property or other structures. Removal includes cutting a tree to its base and disposing of the tree material but does not include stump grinding. All work will take place within 100 feet or 1 ½ times the height of a hazard tree in relation to a structure, road, trail, or common area.

Twelve Community chipping and green waste events will also be scheduled in neighborhoods throughout the City allowing homeowners to assist with reduction of fuel loads.

Woody biomass from chipper days and the removal of hazard trees will be chipped on site and removed to local green waste recycling facility. Green Waste from green waste days will be sent to a local green waste recycling facility.

Project Implementation

The project can be implemented according to the following timeline:

May 24 - Acceptance of grant by City Council

May 25 - Issue RFP for contractor to remove hazard trees

May 25 - Schedule Chipper and Green Waste Days

May 25 – Begin promotion of programs

July 9 – Award contract for tree removal

July 9 to Sept 3 – Hazard tree removal

June 1 to Aug 30 – Completion of Chipper and Green Waste Days

September 15 – Completion of all grant documentation

Administration

1. The City of Malibu's Public Safety Division staff have experience in managing these types of projects and managing grants. The City recently managed a grant from the state of California for the development of a Community Wildfire Protection Plan.

Wildfire Preparedness...Shared Responsibility, Shared Obligation

City of Malibu – Office of Public Safety

2. Staff will be responsible for tracking project expenses and maintaining project records in a manner that allows for a full audit trail of any awarded grant funds.

Budget

The City of Malibu is requesting \$324,000 in grant funding as follows:

Activity	Quantity	Unit Cost	Total
Equipment and personnel to run Chipper/Green Waste Days	12	\$2,000	\$24,000
Hazard Tree Removal	100	\$3,000	\$300,000

May 10, 2021

Resolution No. 21-31

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY
AUTHORIZING A GRANT OF GENERAL FUNDS FROM THE WILDFIRE PREVENTION
EARLY BUDGET ACTION FUNDING PLAN TO THE CITY OF MALIBU FOR HAZARD
TREE REMOVAL AND COMMUNITY CHIPPER DAYS

WHEREAS, the Santa Monica Mountains Conservancy is authorized to award grants to cities, counties, recreation and park districts pursuant to Section 33204 of the Public Resources Code;

WHEREAS, the State of California has authorized an expenditure of General Funds by the Santa Monica Mountains Conservancy for the the Wildfire Prevention Early Budget Action Funding Plan in Section 13 of the Budget Act of 2020, Item 3010-02-0001;

WHEREAS, the City of Malibu has requested a grant from the Wildfire Prevention Early Budget Action Funding Plan in the amount of \$324,000 for hazardous tree removal and community chipper days;

WHEREAS, the proposed project is consistent with the Conservancy's Strategic Objectives to implement the *Santa Monica Mountains Comprehensive Plan*, further cooperation with local governments in the region to secure open space and parkland, and develop long term capital improvement and maintenance plans;

WHEREAS, the proposed project is consistent with the *Santa Monica Mountains Comprehensive Plan*;

WHEREAS, the proposed project protects land and water resources; and

WHEREAS, the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA): Now

Therefore Be It Resolved, That the Santa Monica Mountains Conservancy hereby:

1. FINDS that the proposed action is consistent with the *Santa Monica Mountains Comprehensive Plan* as adopted by the Santa Monica Mountains Conservancy;
2. FINDS that the proposed action is consistent with the Conservancy's Strategic Objectives;
3. FINDS that the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA);

4. ADOPTS the staff report and recommendations dated May 10, 2021 for this item;
5. ADOPTS all of the preceding whereas clauses;
6. AUTHORIZES a grant of General Funds from the Wildfire Prevention Early Budget Action Funding Plan to the City of Malibu for hazardous tree removal and community chipper days in the amount of \$324,000;
7. AUTHORIZES the Executive Director to make necessary changes to the proposed scope and budget to accomplish the objectives of the Wildfire Prevention Early Budget Action Plan; and
8. FURTHER AUTHORIZES the Executive Director to execute the grant agreement and to perform any and all acts necessary to carry out this resolution; without limiting the generality of the foregoing, such authority shall include those provisions that he shall determine in the exclusive exercise of his discretion are necessary to carry out the purposes of this resolution and to comply with the policies of the Conservancy, and to otherwise carry out the provisions of state law and regulations.

~End of Resolution~

I HEREBY CERTIFY that the foregoing resolution was adopted at a meeting of the Santa Monica Mountains Conservancy, duly noticed and held according to law on May 10, 2021 at various locations via videoconferencing, California.

Date: May 10, 2021


Executive Director

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

3810-GF-2131

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City of Malibu (Tree Removal Wildfire Resiliency)		2. FEDERAL I.D. NUMBER 95-4324107
3. AGENCY TRANSMITTING AGREEMENT Santa Monica Mountains Conservancy	4. DIVISION, BUREAU, OR OTHER UNIT Grants	5. AGENCY BILLING CODE 010507
6a. CONTRACT ANALYST NAME Ms. Rorie Skei	6b. EMAIL skei@smmc.ca.gov	6c. PHONE NUMBER (310) 589-3230

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☒ No ☐ Yes (If Yes, enter prior Contractor Name and Agreement Number)

PRIOR CONTRACTOR NAME

PRIOR AGREEMENT NUMBER

8. BRIEF DESCRIPTION OF SERVICES

Hazard tree removal and community chipper days

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The funding is intended to be fully expended immediately in preparation for the 2021 fire season which has already started with the Statewide drought and will continue through the end of the calendar year.

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☐ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
☒ Reimbursement / Revenue _____ or _____ %
☐ Other (Explain) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> General Funds	3810-102-0001	20/21	14	2020	\$324,000.00
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

OBJECT CODE

AGREEMENT TOTAL **\$324,000.00**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$324,000.00PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE
\$324,000.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

STATE OF CALIFORNIA

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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	5/10/2021	6/30/2025	\$324,000.00	Exempt
<input type="checkbox"/> <input checked="" type="checkbox"/> Amendment 1				
<input type="checkbox"/> <input checked="" type="checkbox"/> Amendment 2				
<input type="checkbox"/> <input checked="" type="checkbox"/> Amendment 3				
TOTAL			\$324,000.00	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (Attach justification if secondary method is used)
 ☐ Use of Master Service Agreement
☐ Invitation for Bid (IFB)
 ☐ Exempt from Bidding (Give authority for exempt status)
 ☐ Sole Source Contract (Attach STD. 821)
☒ Other (Explain) N/A - Local Assistance

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

N/A - Local Assistance

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

N/A - Local Assistance

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A - Local Assistance

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
☒ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE	SIGNER'S NAME (Print or Type)	DATE SIGNED
	Ms. Rorie Skei	

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A 23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number: _____
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)

- ☒ No (Explain below) ☐ Yes _____ % of Agreement

N/A - Local Assistance

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

- ☐ No ☒ Yes (If Yes, provide justification below)

N/A - Local Assistance

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I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

NAME/TITLE (Print or Type)

Ms. Rorie Skei, Chief Deputy Director

DATE SIGNED

STATE OF CALIFORNIA

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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

N/A - Local Assistance

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE(Print or Type) Ms. Rorie Skei, Chief Deputy Director	DATE SIGNED	
PHONE NUMBER (323) 221-8900	STREET ADDRESS 570 West Avenue 26, Suite 100		
EMAIL grants@smmc.ca.gov	CITY Los Angeles	STATE CA	ZIP 90065