



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Gregory Hisel, Fire Safety Liaison

Reviewed by: Joseph Toney, Assistant City Manager

Approved by: Steve McClary, City Manager

Date prepared: August 22, 2022 Meeting date: September 12, 2022

Subject: Santa Monica Mountains Conservancy Hazard Tree Grant Acceptance

RECOMMENDED ACTION: 1) Authorize the Mayor to enter into a Grant agreement with the Santa Monica Mountains Conservancy (SMMC) for the continuation of grant funds for fire prevention and resiliency projects; and 2) Authorize the Mayor to execute Amendment No. 1 to the Agreement with Newbury Park Tree Services increasing the compensation for services by \$350,000 and extending the term through December 31, 2023, or until grant services are completed.

FISCAL IMPACT: There is no fiscal impact associated with the recommended action. The cost for services will not exceed \$350,000, which will be funded by a grant from the Santa Monica Mountains Conservancy (SMMC). This grant was not included in the Fiscal Year 2022-2023 Adopted Budget. Both the revenue (100-0000-3600-00, Proceeds from Grants) and the corresponding expenditures (100-7021-5100-00, Public Safety – Professional Services) will be added to the budget during the mid-year budget amendment process. There is no matching requirement for this grant.

WORK PLAN: This item is included as part of 1.j. (Public Safety Operations - Wildfire Safety Program) in the Adopted Work Plan for Fiscal Year 2022-2023.

DISCUSSION: On June 10, 2022, staff filed an application with the Santa Monica Mountains Conservancy (SMMC) to continue to fund the Hazard Tree Removal and Fuel Reduction grant in the amount of \$350,000. On July 21, 2022, Staff were informed that the application was approved for the requested amount. The original grant amount of \$324,000, authorized in 2021 was fully expended resulting in the removal of 200 dead trees and limbs at approximately 33 locations throughout the City. The new funds will be

used to further remove trees that represent a hazard to life and property, trees that could potentially block access and egress routes to properties and neighborhoods, and trees that reduce the defensibility of structures (Fuel Load).

A Request For Qualifications / Proposals (RFP) was issued on July 19, 2021, and closed on August 6, 2021, for services to perform dead tree and limb removal. Four companies submitted proposals. On September 13, 2021, Newbury Park Tree Services, Inc was selected to provide contractual services until June 30, 2022, or until grant services are completed. Newbury Park Tree Services, Inc delivered outstanding professional, reliable, and safety conscious services. They were on time, thorough in the execution of the services requested and left their work area clean and free of debris. They took initiative to not impede traffic and were polite and respectful to the public.

Staff Recommendation

Staff recommends that the Council authorize the Mayor to sign an agreement with the Santa Monica Mountains Conservancy for grant funds for fire prevention and resiliency projects. Additionally, staff recommends extending the contract with Newbury Park Tree Services, Inc until grant services are completed.

ATTACHMENTS:

1. State of California Standard Agreement
2. Amendment No. 1 to Agreement with Newbury Park Tree Services Inc

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER
3810-GF-2236

AMENDMENT NUMBER

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City of Malibu (Tree Removal Wildfire Resiliency part 2)		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? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME _____ PRIOR AGREEMENT NUMBER _____		

8. BRIEF DESCRIPTION OF SERVICES

Hazardous tree removal and fuel reduction, part 2.

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.)

A grant of General Funds to the City of Malibu for hazard tree removals in accordance with the Santa Monica Mountains Conservancy Board Materials dated July 18, 2022.

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 _____ or _____ %
☒ Reimbursement / Revenue
☐ Other (Explain) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> General Fund	3810-102-0001	21/22	240/21	2021	\$350,000.00
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

OBJECT CODE
5432000

AGREEMENT TOTAL **\$350,000.00**

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$350,000.00

PRIOR 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
\$350,000.00

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

STATE OF CALIFORNIA
AGREEMENT SUMMARY

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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	7/18/22	6/30/26	\$350,000.00	Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 2				
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 3				
TOTAL			\$350,000.00	

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

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

3810-GF-2236

AMENDMENT NUMBER

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

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

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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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

3810-GF-2236

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 part 2)

2. The term of this Agreement is:

START DATE

7/18/22

THROUGH END DATE

6/30/26

3. The maximum amount of this Agreement is:

\$350,000.00

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 Provision	16

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

Steve McClary

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SIGN HERE

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE**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:
Hazardous tree removal and fuel reduction with Board Materials date July 18, 2022.
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: Mr. Steve McClary
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: Gabriel Etcheverry, Fire Safety Liaison
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 part 2)
General Funds from Phase II of Wildfire Prevention Funding
3810-GF-2236

Additional General Provisions

A. Definitions

1. The term “Act” as used herein means the GF: General Fund.
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 hazardous tree removal and fuel reduction in accordance with Conservancy Board materials dated July 18, 2022 (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, 2026.

- 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, 2026. 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 July 18, 2022 to June 30, 2026, 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).

12. 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.
13. 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.
3. 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.
4. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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

June 27, 2022

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

Subject: **Consideration of resolution authorizing a grant of General Funds from Phase II of Wildfire Prevention Funding to the City of Malibu for hazard tree removals.**

Staff Recommendation:

That the Conservancy adopt the attached resolution authorizing a grant of General Funds from Phase II of Wildfire Prevention Funding to the City of Malibu for hazard tree removals in the amount of \$350,000.

Legislative Authority:

Section 33204 of the Public Resources Code; Budget Act of 2021, Item 3810-102-0001.

Background:

On September 23, 2021, Governor Newsom signed a budget trailer bill that included a \$15 million allocation to the Santa Monica Mountains Conservancy to help improve California's resilience to wildfires. This allocation augments the \$12 million that the Conservancy received on April 14, 2021 as part of the Governor's \$536 million statewide Wildfire Prevention Early Budget Action Funding Plan. The funding is designated 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 Conservancy has already made over \$11.5 million in local assistance grants from the initial allocation.

This second phase of wildfire resilience funding creates an opportunity to extend and expand the Wildfire Prevention Early Budget Action Funding Plan begun in May 2021, and is being considered as a Phase II of the Wildfire Prevention Funding program. Conservancy staff have consulted with partner agencies, non-profit organizations, local tribes, and other stakeholders to identify projects which could be implemented immediately for benefits in the current and next fire season. As in May, all proposals under consideration are consistent with early findings from the Conservancy's *Regional Forest and Fire Capacity Plan* process.

The attached application from the City of Malibu proposes to continue the removal and abatement of dead trees and limbs reducing wild land fuel within the City of Malibu including neighborhoods, infrastructure, and access and egress transportation routes which will improve and provide for life and property safety. Grant funds will be used for tree removal contractors, specialized equipment, and public awareness. Contractors will extract dead trees and limbs in priority areas in the urban interface. This grant will continue the Hazardous Tree Removal project funded by SMMC in 2021 in the amount of \$324,000.00 and in which all funds were expended.

Typically, Conservancy staff and grantees have several weeks to refine and coordinate the scope, timeline, budget, and other aspects of grant applications, and many projects are under development for years before being submitted for funding. Relative to other Conservancy grant programs, the Wildfire Prevention Funding program has an accelerated rollout with several 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 program are met.

Consideration:

The grant application from the City of Malibu is for \$350,000.

Attached:

[City of Malibu Grant Application 06-10-22](#)

SANTA MONICA MOUNTAINS CONSERVANCY GRANT APPLICATION									
Project Name: CITY OF MALIBU HAZARDOUS TREE REMOVAL AND FUEL REDUCTION	Amount of Request: \$350,000.00 Total Project Cost: \$350,000.00 Matching Funds: Lat/Long: N 34.039267 x W 118.693221								
Applicant Name: CITY OF MALIBU	Project Address: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 33%;">County</th> <th style="width: 33%;">Senate District</th> <th style="width: 33%;">Assembly District</th> </tr> <tr> <td style="text-align: center;">Los Angeles</td> <td style="text-align: center;">27</td> <td style="text-align: center;">50</td> </tr> </table>			County	Senate District	Assembly District	Los Angeles	27	50
County	Senate District	Assembly District							
Los Angeles	27	50							
Applicant Address: 23825 Stuart Ranch Road Malibu, CA 90265 Phone: (310) 456-2489 Email: Firesafety@malibucity.org	Tax ID:								
Grantee's Authorized Representative: <div style="display: flex; justify-content: space-between;"> Steve McClary, City Manager <i>Name and Title</i> (310) 456-2489 x 226 <i>Phone</i> </div>									
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: The continued removal and abatement of dead trees and limbs reducing wildland fuel within the City of Malibu including neighborhoods, infrastructure, and access and egress transportation routes which will improve and provide for life and property safety. Grant funds will be used for tree removal contractors, specialized equipment, and public awareness. Contractors will extract dead trees and limbs in priority areas in the urban interface. This grant will continue the Hazardous Tree Removal project funded by SMMC in 2021 in the amount of \$324,000.00 and in which all funds were expended. Additional information is attached.									
<i>*attach additional pages with project detail</i>									
Tasks / Milestones:	Budget:	Completion Date							

July 2022 – Acceptance of grant by City Council
July 2022 – Identify and prioritize tree removal for those residents currently on waiting list
August 2022 - Contact homeowners and residents and confirm property access, liability waiver signed.
August 2022 to June 2023 Begin tree removal and abatement
July 2023 – Completion of all grant documentation

**For Acquisition
Projects:**

APN(s): N/A

Acreage: N/A

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

Malcolm Elche
Signature of Authorized Representative

6-10-22
Date

STATE OF CALIFORNIA ♦ THE NATURAL RESOURCES AGENCY



City of Malibu

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

Project Description Summary:

The City of Malibu and surrounding communities were severely impacted by the Woolsey wildland fire of 2018. This fire destroyed over 500 homes within the city boundaries and caused significant damage to the ecology of the area. Hundreds of dead trees were left in the fires wake leaving significant life safety and property hazards.

The City of Malibu Wildfire Community Protection Plan of 2021 (CWPP) identifies several goals and objectives to minimize the wildfire threat to life safety. One of those goals is to develop fuel treatment methods and strategies for property owners that provide for “adequate defensible space for structures and transportation routes”. One method of accomplishing this objective is through dead tree and limb removal. This project identifies dead trees and trees with dead limbs for abatement. Using an arborist, dead trees and limbs are identified that potentially impact public life safety and transportation routes used for emergency evacuation. Priority for tree removal is as follows: trees that represent a hazard to life and property, trees that could potentially block access and egress to properties and neighborhoods, and trees that reduce the defensibility of structures (fuel load). Tree removal, however, is costly, especially in difficult, hard to reach locations. Often specialized equipment is required as well as extensive labor costs. The expense combined with the administration and management of legally identifying and removing trees is prohibitive to most local citizens.

In the previous Hazardous Tree Removal grant, Fire Safety Liaisons (FSL) of the City of Malibu created outreach to the public through a signup program and contacted residents by direct contact at their residence. Once residents learned of the program, signups increased but available funds were exhausted. Dozens of residents are still on the waiting list and many additional hazardous properties have been identified by the FSL's. Direct contact and a letter writing campaign would again be used to reach out to the property owners most at risk during a wildland fire.

The previous grant award was in the amount of \$324,000.00. The accomplishment was that 200 dead trees and limbs were removed at approximately 33 locations throughout the City. The average cost per tree was approximately \$2000.00. Additionally, the effort by the City toward developing defensible space and life safety encourages homeowners to take initiative themselves.

June 27, 2022

Resolution No. 22-36

RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY
AUTHORIZING A GRANT OF GENERAL FUNDS FROM PHASE II OF WILDFIRE
PREVENTION FUNDING TO THE CITY OF MALIBU FOR HAZARD TREE REMOVALS

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 wildfire prevention and resilience purposes on state conservancy lands in Section 66 of the Budget Act of 2021, Item 3810-102-0001;

WHEREAS, the City of Malibu has requested a grant of General Funds from Phase II of Wildfire Prevention Funding in the amount of \$350,000 for hazard tree removals;

WHEREAS, the proposed project is consistent with the Conservancy's Strategic Objectives to implement the *Santa Monica Mountains Comprehensive Plan* and the *Rim of the Valley Trail Corridor Master Plan*, further cooperation with local governments in the region to secure open space and parkland, expand education, public access, and resource stewardship components in a manner that best serves the public, protects habitat, and provides recreational opportunities, and develop long term capital improvement and maintenance plans;

WHEREAS, the proposed project is consistent with the *Santa Monica Mountains Comprehensive Plan* and the *Rim of the Valley Trail Corridor Master 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* and the *Rim of the Valley Trail Corridor Master 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 June 27, 2022 for this item;
5. ADOPTS all of the preceding whereas clauses;
6. AUTHORIZES a grant of General Funds from Phase II of Wildfire Prevention Funding to the City of Malibu for hazard tree removals in the amount of \$350,000;
7. AUTHORIZES the Executive Director to make necessary changes to the proposed scope and budget to accomplish the objectives of Phase II of Wildfire Prevention Funding; 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 June 27, 2022 at various locations via videoconferencing, California.

Date: June 27, 2022

AMENDMENT NO. 1 TO AGREEMENT

THIS AMENDMENT NO. 1 TO AGREEMENT is made and entered in the City of Malibu September 12, 2022, by and between the CITY OF MALIBU, hereinafter referred to as City, and Newbury Park Tree Service, INC, hereinafter referred to as Consultant.

The City and the Consultant agree as follows:

RECITALS

A. On September 13, 2021, the City entered into an Agreement with Consultant for certain projects relating to the removal of hazardous trees throughout the City of Malibu (the "Agreement").

B. The City desires to amend the Agreement to extend the term of the agreement and amend the compensation for services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

1. Section 2.0 – Term of Agreement, of the Agreement, is hereby extended to December 31, 2023.
2. Section 4.0 – Compensation for Services, of the Agreement, is hereby increased by \$350,000 for a total not to exceed of \$650,000.
3. The Parties agree that this Amendment will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
4. All terms and conditions of the Agreement not amended by this Amendment No. 1 remain in full force and effect.

This Agreement is executed on _____, at Malibu, California, and effective as of September 12, 2022.

CITY OF MALIBU:

PAUL GRISANTI, Mayor

ATTEST:

KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

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

TREVOR RUSIN, Interim City Attorney

CONSULTANT:



By: Dean Lappinga
Title: Owner & President

ATTACHMENT 2