

ANTHONY C. MARRONE FIRE CHIEF FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

August 12, 2025

# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov



#### **BOARD OF SUPERVISORS**

KATHRYN BARGER, CHAIR FIFTH DISTRICT

HILDA L. SOLIS FIRST DISTRICT HOLLY J. MITCHELL SECOND DISTRICT

LINDSEY P. HORVATH THIRD DISTRICT

JANICE HAHN FOURTH DISTRICT

**ADOPTED** 

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

42 August 12, 2025

Edward you

EXECUTIVE OFFICER

APPROVE THE ACCEPTANCE OF GRANT AWARD FROM THE SANTA MONICA MOUNTIANS CONSERVANCY AND APPROPRIATION ADJUSTMENT (ALL DISTRICTS) (4-VOTES)

## **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) requests the Board of Supervisors (Board) approval to accept grant funds from the Santa Monica Mountains Conservancy (Conservancy) in the amount of \$2.2 million to perform strategic hazard fuel reduction in the Santa Monica Mountains on Conservancy lands and approval of an appropriation adjustment in the amount of \$2.2 million for the District's Executive Budget Unit.

# IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

- Authorize the Fire Chief, or his designee, to accept the grant award (Enclosure) in the amount of \$2.2 million to perform strategic hazard fuel reduction in the Santa Monica Mountains on Conservancy lands.
- Approve the appropriation adjustment in the amount of \$2.2 million to increase the revenue and Services and Supplies (S&S) appropriation in the Executive Budget Unit.
- 3. Approve and delegate the authority of the Fire Chief, or his designee, to execute the grant award agreement and all future amendments, extensions, augmentations and requests for reimbursement to meet the conditions of the grant award.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

The Honorable Board of Supervisors August 12, 2025 Page 2

4. Find that the acceptance of this award is exempt from the provisions of the California Environmental Quality Act (CEQA).

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Acceptance of this grant will assist the District in supporting at least six strategic fuel management projects in the Santa Monica Mountains with the goal of reduced structure loss and improved wildfire resiliency for thousands of residents. The fuel management projects are of the upmost importance to start addressing fuel management especially after the January 2025 fires.

## **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The recommended action aligns with the County's Strategic Plan Goal - North Star 2 Foster Vibrant and Resilient Communities with Focus Area Goals A. Public Health and C. Public Safety.

### FISCAL IMPACT/FINANCING

Following your Board's approval of the recommended appropriation adjustment in the amount of \$2.2 million, it will increase the District's – Executive Budget Unit's S&S appropriation fully offset with a grant from the Conservancy.

There is no impact to net County cost.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In November 2024 Proposition 4 was approved by voters in the general election. In April 2025, Governor Gavin Newsom signed into law AB-100, an early action measure introduced by local Assemblymember Jesse Gabriel, 46<sup>th</sup> District, allowing the Conservancy to expend Proposition 4 bond funds for urgent wildfire prevention and resilience efforts now. The Conservancy, which preserves and protects more than 85,000 acres of local open space and habitat, was allocated \$31 million from Proposition 4 for watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development.

This \$2.2 million grant to the District is the first of many the Santa Monica Mountains Conservancy will award to proactively reduce wildfire risk, strengthen wildfire resilience, increase carbon sequestration, rally against the effects of climate change, and dedicate resources to local community infrastructure.

The District will ensure that the Santa Monica Mountains Conservancy receives full recognition for providing funding under this grant in any and all publication of the deliverables under this grant.

The Honorable Board of Supervisors August 12, 2025 Page 2

# **ENVIRONMENTAL DOCUMENTATION**

Fuels reduction work will be primarily performed on Mountains Recreation and Conservation Authority (MRCA) land. MRCA will be responsible for project management and CEQA compliance prior to any groundwork, as the Santa Monica Mountains Conservancy is part of MRCA's governing board.

## **CONTRACTING PROCESS**

Equipment purchases following the grant's scope of work will be requisitioned through, and accomplished by, the purchasing agent in accordance with the County's purchasing policies and procedures. Projects may be completed using the District's personnel with reimbursement to the District or contracted with qualified fuels reduction service providers.

# <u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

Projects will be conducted outside of traditional fire season and equipment purchases will increase the District's capacity for fuels reduction work in the future. These fuel management projects will slow or stop the advance of a wildfire and provide an operational strategic advantage for the preservation of life, structure defense and wildfire suppression.

# **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer of the Board to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County

Planning Division

Attention: Marcia Velasquez, Head, Planning & Executive Support

1320 North Eastern Avenue
Los Angeles, CA 90063
Marcia.Velasquez@fire.lacounty.gov

The District's contact may be reached at (213) 466-5597.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

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The Honorable Board of Supervisors August 12, 2025 Page 2

ACM:ac

# Enclosure

c: Chief Executive Officer
Executive Office, Board of Supervisors
County Counsel
Internal Services Department

APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

Digitally signed by Brian Hoffman

Date: 2025.07.25 12:01:15 -07'00'

Brian

DATE

Hoffman

7/25/25

RECOMMENDATION

7/25/25

**AUDITOR-CONTROLLER** 

B.A. NO. 011

Lan Sam Sam Date: 2025.07.25

09:56:48 -07'00'

STATE OF CALIFORNIA  AGREEMENT SUMMARY  STD 215 (Rev. 04/2020)					EMENT NUMBER 0-P04-2535	A	AMENDMENT NUMBER
	CHECK HERE IF ADDITIONA	AL PAGES ARE ATTACHED					
-	CONTRACTOR'S NAME unty of Los Angeles Fire Depa	rtment, LACoFD (Early Impleme	ntation of Wi	ldfire Pro	evention Programs)	2.	FEDERAL I.D. NUMBER 95-6000927
	GENCY TRANSMITTING AGREE ta Monica Mountains Conser		4. DIVISION, Grants	BUREAU	REAU, OR OTHER UNIT 5. A		AGENCY BILLING CODE 010507
	CONTRACT ANALYST NAME Rorie Skei		6b. EMAIL skei@smmc.	ca.gov		6c.	. PHONE NUMBER (310) 589 <del>-</del> 3230
		ED FOR THESE SERVICES BEFOR prior Contractor Name and Agreeme R NAME			PRIOR AGRI	EEMENT I	NUMBER
Pro	BRIEF DESCRIPTION OF SERVIC position 4 funds to the Consc vention programs.	EES lidated Fire Protection District o	of Los Angele	s Count	y (LACoFD) for early in	nplemen	ntation of wildfire
t Pro	he Agreement necessary; include position 4 funds to the Consc	reason for Agreement: Identify specifi special or unusual terms and conditio blidated Fire Protection District o nce with the Santa Monica Mou	ons.) of Los Ange <b>l</b> e	s Count	y (LACoFD) for early in	nplemen	ntation of wildfire
	PAYMENT TERMS (More than on Monthly Flat Rate  Itemized Invoice  Reimbursement / Revenue  Other (Explain)  PROJECTED EXPENDITURES	e may apply)  Quarterly  Withhold%		ne-Time F	Payment Payment Not To Exceed	or	Progress Payment
11,	FUND TITLE	ITEM	FISCAL YEAR	СНА	PTER STATU	ГЕ	PROJECTED EXPENDITURES
+	Proposition 4	3810-101-6093	24/25	2	2024		\$2,200,000.00
+ + + + + + + + + + + + + + + + + + + +							
OBJ	ECT CODE 200 Project Number SMM042	 			AGREEMEN	IT TOTAL	\$2,200,000.00
	TONAL USE					2,200,000	
l cei	tify upon my own personal kn	owledge that the budgeted fund	ls for the curr	ent	TOTAL AMOUNT ENCU	\$0.00	
budget year are available for the period and purpose of the expenditure st					\$2,200,000.00		
ACC	COUNTING OFFICER'S SIGNATU	RE ACC	COUNTING OF	FICER'S I	NAME (Print or Type)	DA	ATE SIGNED

STATE OF CALIFORNIA

# **AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

3810-P04-2535

AMENDMENT NUMBER

12. AGREEMENT					
AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE	SOURCE, EXEMPT
Original	5/12/2025	6/30/2028	\$2,200,000.00	Exempt	
+ Amendment 1					
Amendment 2					
Amendment 3					
		TOTAL	\$2,200,000.00		
13. BIDDING METHOD USED  Request for Proposal (RFP) (A  Invitation for Bid (IFB)  Other (Explain)  N/A - Local	Exempt from Bid	secondary method is	· <u></u>	of Master Service Agr Source Contract <i>(Atta</i>	
Note: Proof of advertisement in the	State Contracts Reg	gister or an approved	form STD. 821, Contract Adve	ertising Exemption Re	quest, must be attached
14. SUMMARY OF BIDS (List of bidde N/A - Local Assistance	ers, bid amount and	small business statu	s) (If an amendment, sole sour	ce, or exempt, leave t	olank)
15. IF AWARD OF AGREEMENT IS T N/A - Local Assistance	O OTHER THAN T	HE LOWER BIDDEF	R, EXPLAIN REASON(S) (If an	amendment, sole sol	urce, or exempt, leave blank)
16. WHAT IS THE BASIS FOR DETE N/A - Local Assistance	RMINING THAT TH	E PRICE OR RATE	IS REASONABLE?		
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.  ✓ Not Applicable (Interagency / Public Works / Other)  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.					
17b. EMPLOYEE BARGAINING UNIT  By checking this box, 1.		mnliance with Go	vernment Code section 19	)132(h)(1)	
AUTHORIZED SIGNATURE	nereby certify con	<u> </u>	R'S NAME (Print or Type)	702(6)(7).	DATE SIGNED
			rie Skei		
18. FOR AGREEMENTS IN EXCESS been reported to the Department of	f Fair Employment a	and Housing?	∐ No ∐ Yes 🗸	N/A ATTACHE	
19. HAVE CONFLICT OF INTEREST AS REQUIRED BY THE STATE C	ONTRACT MANUA	L SECTION 7.10?	No Yes ✓	23. IS THIS A	✓ Yes  N/A SMALL BUSINESS AND/OR
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?  None on file No Yes V N/A  CERTIFIED BY DGS?					
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?  A. Contractor Certification Clauses  B. STD 204 Vendor Data Record  SB/DVBE Certification Number:					
☐ No ☐ Yes ✓ N	I/A	☐ No 📝 Yes	N/A		
24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any)  N/A - Local Assistance  No (Explain below) Yes % of Agreement					
25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?  N/A - Local Assistance					

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT SUMMARY

38

AGREEMENT NUMBER
3810-P04-2535

I certify that all copies of the referenced Agreement will conform to the original agreem	ment sent to the Department of General Services.
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SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED
	Ms. Rorie Skei, Chief Deputy Director	

STATE OF CALIFORNIA

#### **AGREEMENT SUMMARY**

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

3810-P04-2535

AMENDMENT NUMBER

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

STA	ATE OF CALIFOR	RNIA - DEPARTMENT OF GENERAL SERVICES			
STANDARD AGREEMENT STD 213 (Rev. 04/2020)			AGREEMENT NUMBER 3810-P04-2535	PURCHASING AUTHORITY NUMBER	(If Applicable)
1. T	his Agreement	is entered into between the Contracting Agenc	ry and the Contractor named below:		
COI	NTRACTING AGEN	NCY NAME			
Sar	nta Monica Mo	ountains Conservancy			
COI	NTRACTOR NAME				
Со	unty of Los Ar	ngeles Fire Department, LACoFD			
2.	Γhe term of this <i>i</i>	Agreement is:			
STA	RT DATE				
5/1	2/2025				
	ROUGH END DATE 80/2028	E			
	he maximum a 200,000.00	mount of this Agreement is:			
4. T	he parties agre	e to comply with the terms and conditions of th	e following exhibits, which are by this	reference made a part of the Agree	ment.
	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
		n asterisk (*), are hereby incorporated by reference on the sterisk (*), are hereby incorporated by reference on the steries of the sound in the steries of		ached hereto.	
		REOF, THIS AGREEMENT HAS BEEN EXECUTED E	<del></del>		
			CONTRACTOR		
COI	NTRACTOR NAME	(if other than an individual, state whether a corporat	ion, partnership, etc.)		
Со	unty of Los Ar	ngeles Fire Department			
COI	NTRACTOR BUS <b>I</b> N	IESS ADDRESS	CITY	STAT	TE Z <b>I</b> P
582	23 Rickenback	ker Rd	City o	f Commerce CA	90040
PRINTED NAME OF PERSON SIGNING			TITLE	'	,I
Ro	nald Durbin		Chief	Forestry Division	
COI	NTRACTOR AUTH	ORIZED SIGNATURE	SIGN HERE DATE SI	GNED	
		S	TATE OF CALIFORNIA		
	NTRACTING AGEN				
Sar	nta Monica Mo	ountains Conservancy			
	NTRACTING AGEN		CITY	STAT	
570	O West Avenu	e 26, Suite 100	Los Ar	ngeles CA	90065
PRINTED NAME OF PERSON SIGNING Ms. Rorie Skei			ПТLE Chief	Deputy Director	
COI	NTRACTING AGEN	NCY AUTHORIZED SIGNATURE	DATE SI	GNED	
CAL	IFORNIA DEPART	MENT OF GENERAL SERVICES APPROVAL	EXEMP	TION (If Applicable)	

County of Los Angeles Fire Department, LACoFD (Early Implementation of Wildfire Prevention Programs)
Proposition 4
3810-P04-2535

# EXHIBIT A (Standard Agreement)

#### **SCOPE OF WORK**

- Contractor agrees to provide to the Santa Monica Mountains Conservancy (SMMC) the following as described herein:
   Early Implementation of Wildfire Prevention Program in accordance with Board Materials dated 5/12/2025.
- 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	Contractor: County of Los Angeles Fire		
Conservancy	Department, LACoFD		
Name: Ms. Rorie Skei	Name: Ronald Durbin		
Phone: (310) 589-3230 ext. 112	Phone: (323) 890-4330		
Fax: (310) 985-5102	Fax:		

# Direct all inquiries to:

State Agency: Santa Monica Mountains	Contractor: County of Los Angeles Fire
Conservancy	Department, LACoFD
Section/Unit: Government Programs	Section/Unit:
Attention: Budgets, Grants, and Contracts	Attention: Ronald Durbin, Chief Forestry
Officer	Division
Address: 570 West Avenue 26, Suite 100	Address: 5823 Rickenbacker Rd., City of
Los Angeles, California 90065	Commerce, CA 90040
Phone: (323) 221-8900 x 144	Phone: (323) 890-4330
Email: valdez@smmc.ca.gov	Fax:

County of Los Angeles Fire Department, LACoFD (Early Implementation of Wildfire Prevention Programs)
Proposition 4
3810-P04-2535

# 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 no 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 ether 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.

County of Los Angeles Fire Department, LACoFD (Early Implementation of Wildfire Prevention Programs)
Proposition 4
3810-P04-2535

#### **Additional General Provisions**

#### A. Definitions

- 1. The term "Act" as used herein means the
  Prop 4: Safe Drinking Water, Wildfire Prevention, Drought
  Preparedness and Clean Air Bond Act of 2024 (Proposition 4)
- 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 early implementation of wildfire prevention program in accordance with Conservancy Board materials dated 5/12/2025

(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 6/30/2028.

- 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.
- 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 6/30/2028. If all of the property interest is not purchased, any funds disbursed under this Agreement must be returned to Monica Mountains Conservancy Santa 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 12, 2025 to June 30, 2028, 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 (<a href="http://gis.ca.gov/catalog/">http://gis.ca.gov/catalog/</a>) 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. If indirect costs are to be reimbursed under this agreement, the Grantee must provide documentation explaining how those costs are calculated and applied. This may include a flat fee, a flat percentage, or a cost allocation methodology.

5. For proposition 4 funds, an initial advance of up to 25% of the total grant award may be provided to the Grantee upon execution of the agreement. Thereafter, additional funds will be disbursed on a rolling basis as the Grantee submits invoices documenting eligible expenditures. The final 5% of the total grant award will be withheld and will not be disbursed until all required documentation has been submitted and approved by the Conservancy, including final reports and financial reconciliations.

#### 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.
- 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

May 12, 2025

The Advisory Committee

From

bject: Consideration of resolution authorizing a grant of Proposition 4 funds to the Consolidated Fire Protection District of Los Angeles County (LACoFD) for early implementation of wildfire

Edmiston, FAICP, Hon. ASLA, Executive Director

#### Staff Recommendation:

prevention program.

That the Conservancy adopt the attached resolution authorizing a grant of Proposition 4 funds to the Consolidated Fire Protection District of Los Angeles County (LACoFD) for early implementation of wildfire prevention program in the amount of \$2,200,000.

#### <u>Legislative Authority:</u>

Section 33211 of the Public Resources Code. Section 33204 of the Public Resources Code.

#### Background:

In April 2025, Governor Gavin Newsom signed AB 100 that appropriates \$31,349,000 to the Santa Monica Mountains Conservancy from Proposition 4. According to Section 91520(j) the funding shall be available to the Conservancy for "watershed improvement, wildfire resilience, chaparral and forest restoration, and workforce development that addresses needs related to this subdivision and is designed to create career pathways for individuals from disadvantaged communities, severely disadvantaged communities, or vulnerable populations." In January 2025, the severe Palisades, Eaton, and Kenneth wildfires underscored an urgent need for wildfire and climate resilience efforts

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to address the growing severity of fire seasons in Southern California.

The proposed grant to the County of Los Angeles Fire Department would support strategic fuels reduction projects in densely vegetated parks, open spaces, and wildland urban interfaces (WUI). The program area includes public parklands and local cities, and will be developed with the Cities of Calabasas, Agoura Hills, Westlake Village and Malibu. Using Fuel Break Treatment Areas – developed by The Board of Forestry and Fire Protection as part of the California Vegetation Treatment Program – as guidance, the County of Los Angeles Fire Department will strategically modify portions of this landscape to reduce losses from and improve resiliency to wildfire.

The proposed project will improve local fire prevention capacity and reduce the risk of wildfire spreading into populated areas from wildlands. The grant to the County of Los Angeles Fire Department will be made out of Proposition 4 wildfire prevention funds when available to the Conservancy.

#### **Consideration:**

The grant the Consolidated Fire Protection District of Los Angeles County is \$2,200,000.

#### Attached:

LACoFD Fuel Reduction Projects



ANTHONY C. MARRONE FIRE CHIEF FORESTER & FIRE WARDEN

"Proud Protectors of Life, the Environment, and Property"

# COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE LOS ANGELES, CALIFORNIA 90063-3294 (323) 881-2401 www.fire.lacounty.gov



#### **BOARD OF SUPERVISORS**

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# MRCA Funding Offer to County of Los Angeles Fire Department: Conceptual Plans

This document has been developed in response to a MRCA proposed funding opportunity to develop and carry out a Santa Monica Mountains fuels reduction projects. This proposal does not include any environmental compliance costs and will need to be field validated.

#### Intro/Overview:

The County of Los Angeles Fire Department (LACoFD) has been identifying hazard fuels reduction priority areas throughout Los Angeles County to support the Fire Department's mission to protect lives, the environment, and property. Partnering with the Mountains Recreation Conservation Authority (MRCA), LACoFD proposes to conduct strategic fuels reduction projects in densely vegetated parks, open spaces, and wildland urban interfaces (WUI).

Vegetation treatment at the landscape scale is focused on reducing the likelihood of a ground fire increasing in intensity and helping suppression forces more easily contain a fire. This is accomplished by modifying fire behavior through strategic removal or modification of vegetation (Finney and Cohen 2003, Graham et al. 2004). Most fires that occur within the Santa Monica Mountains are not highly wind-driven and the proposed vegetation treatments can help slow and suppress vegetation fires. Vegetation treatments can also play a valuable role in containing the wildfires exhibiting extreme fire behavior: when weather conditions shift, wind subsides, and fire intensity decreases (Cal Fire FRAP). Using Fuel Break Treatment Areas – developed by The Board of Forestry and Fire Protection as part of the California Vegetation Treatment Program – as guidance, the County of Los Angeles Fire Department will strategically modify portions of this landscape to reduce losses from and improve resiliency to wildfire.

Identifying priority areas is the first step in developing a cross-jurisdictional watershed level plan for community risk reduction in the Santa Monica Mountains area of Los Angeles County. Working with the Cities of Calabasas, Agoura Hills, Westlake Village and Malibu to incorporate these efforts will be vital to the success of this program.

The conceptual projects are as follows:

# Project Plan 1 - Summit to Summit Motorway & Calabasas Peak Motorway

Project Description: Fuels treatment with mastication and prep for prescribed fire (cut and lay and piling) 100' off both sides of the road or ridge system. Mastication of spur ridges within MRCA land from Summit to Summit towards Topanga Canyon Blvd. Broadcast burn and/or goats with site prep where possible within polygon northeast of Summit to Summit Mtwy. General area: Summit to Summit Motorway and ridge system from Topanga Canyon Blvd west within 1 mile vs. all Summit to Summit (3-miles/75 acres/\$300k); Calabasas Peak Motorway and ridge system from Red Rock Road north to Old Topanga Canyon.

Total acreage: 87

Treatment type: Pile Prep, Prescribed Fire, and Mastication, Goats

Estimated Cost: \$4k per acre/\$348,000

# Project Plan 2 - Dirt Mulholland Road & Santa Maria Road

Project Description: Fuels treatment with mastication and prep for prescribed fire (cut and lay and piling) 100' off both sides of the road or ridge system on Dirt Mulholland and all along Santa Maria Road. Community buffering via thinning, mastication, goats, and/or prescribed fire within polygons off Santa Maria Road, Hwy 27, and Mulholland Dr, south of Woodland Hills.

General area: Dirt Mulholland from Reseda Blvd to Topanga Canyon (Palisades Fire perimeter to Topanga)

Total acreage: 100

Treatment type: Pile Prep, Thinning, Prescribed Fire, and Mastication, Goats

Estimated Cost: \$4k per acre/\$400,000

#### Project Plan 3 – Crummer Canyon North and South of 101 Freeway

Project Description: Fuels treatment with mastication and prep for prescribed fire along Crummer Canyon Road. Community buffering via thinning, mastication, goats, and/or prescribed fire

General area: Ventura County north of Calabasas and Hidden Hills in Los Angeles County. (Ventura County to Calabasas Highlands)

Total acreage: 254 acres (192 acres in LA County and 62 acres in Ventura County)

Treatment type: Pile Prep, Thinning, Prescribed Fire, and Mastication, Goats

Estimated Cost: \$4k per acre/\$1,016,000

## **Project Plan 4 - Henry Ridge**

Project Description: Fuels treatment with mastication and prep for prescribed fire (cut and lay and piling) 100' off both sides of the road or ridge system.

General area: Henry Ridge from Summit to Summit South to the end of MRCA land

Total acreage: 12

Treatment type: Pile Prep, Prescribed Fire, and Mastication

Estimated Cost: \$4k per acre/\$48,000

# Project Plan 5 - Puerco Ridge/Puerco Motorway

Project Description: Fuel treatment with mastication and prep for prescribed fire (cut and lay

and piling) 100' off both sides of the road or ridge system.

General area: Puerco Ridge from PCH north to the end of MRCA land

Total acreage: 75

Treatment type: Pile Prep, Prescribed Fire and, Mastication

Estimated Cost: \$4k per acre/\$300,000

## Project Plan 6 – Big Rock

Project Description: Fuels treatment to maintain moderate to low chaparral growth with

prescribed herbivory along northern border of the Big Rock Community. General area: MRCA land north of Big Rock Community in City of Malibu

Total acreage: 52

Treatment type: Prescribed Herbivory

Estimated Cost: \$1,500k per acre/\$78,000

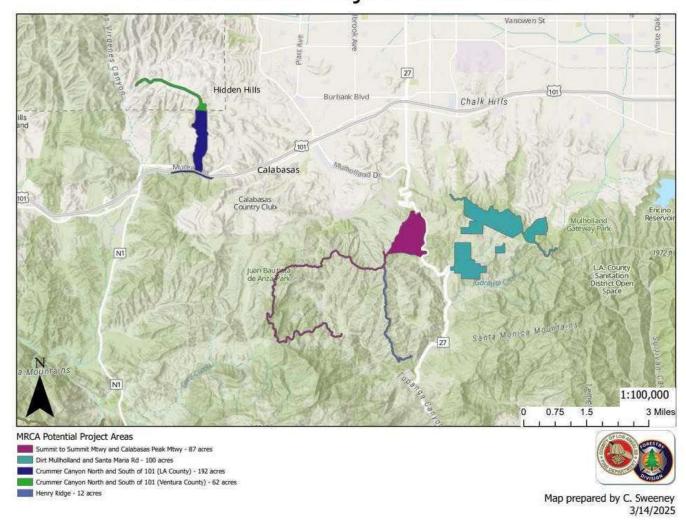
#### **Outreach Plan:**

The County of Los Angeles Fire Department (LACoFD) is seeking a cross-jurisdictional, interagency collaboration with the Mountains Recreation & Conservation Authority (MRCA) for projects within the Santa Monica Mountains to reduce fire risk in the wake of the January wildfire endemic. These projects will appropriately balance fuels reduction with watershed scale management focusing on mitigating wildfire risk, preventing soil erosion, and decreasing watershed contamination from fire or biological risk.

Each of these projects will require outreach support both prior, during and after project completion. Working with the Communications Section (LACoFD) and in conjunction with the MRCA we will present a unified message to ease any public unease. In addition, these projects will provide education to our constituents regarding the benefits of fuels reduction and prescribed fire work to keep our communities safe.

Outreach for each project will follow a three-tier format. First, general educational materials about the project type and method used will be added to a public hub site that allows for community engagement and viewing of the proposed project site. Second, social media posts that inform the public of the implementation date of the project and the appropriate contact for questions/concerns. Third, working directly with the LACoFD's Community Service Liaisons and the representative from the Third District office the message will be spread through community meetings. Finally, all three methods will be utilized to showcase before/after images of the project site with a message stating the benefits of the final product.

# MRCA Potential Project Areas - North



# MRCA Potential Project Areas - South



#### May 12, 2025

#### Resolution No. 25-35

# RESOLUTION OF THE SANTA MONICA MOUNTAINS CONSERVANCY AUTHORIZING A GRANT OF PROPOSITION 4 FUNDS TO THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY (LACOFD) FOR EARLY IMPLEMENTATION OF WILDFIRE PREVENTION PROGRAM

WHEREAS, the Santa Monica Mountains Conservancy is authorized to do any and all other things necessary to carry out the purposes of this division pursuant to Section 33211(c) of the Public Resources Code;

WHEREAS, the State of California has authorized an expenditure of Proposition 4 Funds by the Santa Monica Mountains Conservancy for wildfire resilience purposes;

WHEREAS, the County of Los Angeles Fire Department has requested a grant from Proposition 4 funds in the amount of \$2,200,000.00;

WHEREAS, the proposed project is within the Santa Monica Mountains Conservancy Zone;

WHEREAS, the proposed project complies with the Santa Monica Mountains Conservancy Workprogram;

WHEREAS, the proposed project is consistent with the Conservancy's Strategic Objectives to implement the Santa Monica Mountains Comprehensive Plan, implement the Rim of the Valley Trail Corridor Master Plan, expand efforts to integrate nature into the urban environment, 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 meets one or more of the purposes of Proposition 4;

WHEREAS, the proposed action is being taken subject to approval of the grant for compliance with the General Obligation Bond Law;

WHEREAS, Government Code Section 19727 provides for use of funds for the costs of construction or acquisition of capital assets. "Capital assets" includes major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the capital asset. "Capital assets" also include equipment with an expected useful life span of two years or more;

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 project implements the goals stated in Proposition 4;
- 4. FINDS that the proposed action is exempt from the provisions of the California Environmental Quality Act (CEQA);
- 5. ADOPTS the staff report and recommendations dated May 12, 2025 for this item;
- 6. ADOPTS all of the preceding whereas clauses;
- 7. AUTHORIZES a grant of Proposition 4 funds to the Consolidated Fire Protection District of Los Angeles County (LACoFD) for early implementation of wildfire prevention program in the amount of \$2,200,000; 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 12, 2025 at various locations via videoconferencing, California.

Date: May 12, 2025

Executive Director