



# Council Agenda Report

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

Prepared by: Maureen Tamuri, AIA, AICP Interim Community Development Director

Approved by: Joseph D. Toney, Acting City Manager

Date prepared: April 8, 2025 Meeting date: April 14, 2025

Subject: California Department of Housing and Community Development 2025 Recovery Planning Grant

---

**RECOMMENDED ACTION:** Authorize the City Manager to enter into a grant agreement with California Department of Housing and Community Development (HCD) 2025 Recovery Planning Grant in the amount of \$318,698.79.

**FISCAL IMPACT:** This grant provides significant support to costs incurred and anticipated to occur for a variety of staff and professional services needs supporting the rebuild of all residential properties affected by the Palisades Fire of January 2025.

**STRATEGIC PRIORITY:** This item was not included in the Adopted FY 2024-25 Strategic Priority Project List, but this has been prioritized due to the declared emergency.

**DISCUSSION:** After the Palisades Fire, the Governor approved Senate Bill 3 which amended the Budget Act of 2024 and made an appropriation of funds available to the City of Los Angeles, the County of Los Angeles, the City of Malibu, the City of Pasadena, and other local governments, if needed, to provide additional planning review and building inspection resources for the purpose of expediting building approvals during the recovery period after the January 2025 wildfires.

The \$4.0 million available in grant funding will be distributed to jurisdictions as follows:

Jurisdiction	Structures Destroyed/Major Damage	Estimated Share of Damage	Proportional Allocation
Los Angeles County	9,278	56.74%	\$2,269,291.92
City of Los Angeles	5,526	33.79%	\$1,351,595.94
City of Malibu	1,303	7.97%	\$318,698.79
City of Pasadena	247	1.51%	\$60,413.35
<b>Total</b>	<b>16,354</b>	<b>100%</b>	<b>\$4,000,000.00</b>

Source: California Department of Forestry and Fire Protection (CAL FIRE), *Damage Inspection (DINS) Reports – Structures Affected by Wildfire*, retrieved from the California Open Data Portal on March 28, 2025.  
 Available at: <https://data.ca.gov/dataset/cal-fire-damage-inspection-dins-data> [data.ca.gov]

Funds shall be used to provide additional planning review and building inspection resources that expedite permitting and approval processes for rebuilding residential properties.

In the interest of promoting expeditious recovery, the Grantee must:

- 1) Provide “one stop shop” for processing permit applications concurrently so that a homeowner/builder can access assistance through a central point, and the jurisdiction will coordinate with all relevant departments.
- 2) Offer pre-approved plans for ADUs and a variety of housing types.
- 3) Grant ministerial approval of “like for like” rebuilds, and promote a generous interpretation of “like for like” in line with executive orders related to the January 2025 fires.
- 4) Continue approving new construction housing outside of the recovery pipeline without delay to ensure additional housing options come online as soon as possible.

Eligible activities include but are not limited to:

- 1) Hiring or contracting additional planning or building inspection staff.
- 2) Overtime costs for existing staff engaged in eligible activities.
- 3) Technology or systems improvements that directly support expedited permitting.
- 4) Temporary office or mobile permitting stations to serve affected areas.
- 5) Hiring or contracting additional services that support expeditious permitting and rebuilding of homes, such as development of pre-approved plans

Importantly, funds provided must supplement, not supplant, previously existing resources for planning review and building inspections. Funds shall be used only for

residential properties affected by the January 2025 wildfires and owned by the same property owners as of January 7, 2025.

Within six months of expenditure of all funds, and no later than December 31, 2028, the City will be responsible for submitting a Final Report that will contain detailed information on the specific uses and expenditures of any program funds, notable accomplishments, and any lessons learned.

ATTACHMENT: Draft 2025 Recovery Planning Grant Exhibits A-E

**EXHIBIT A**  
**AUTHORITY, PURPOSE, AND SCOPE OF WORK**

1. **Authority**

Pursuant to Budget Act of 2024, as amended by Senate Bill 3 (Chapter 2, Statutes of 2025), Amendment to Item 2240-001-0001, Schedule (3), Provision 3, the California Department of Housing and Community Development (the "Department" or "HCD") has established the "2025 Recovery Planning Grant," ("RPG" or the "Program"). This Standard Agreement, along with all its exhibits (the "Agreement"), is entered into under the authority of, and in furtherance of, the purpose of the Program.

2. **Purpose**

This Agreement provides funding to the [Name of Grantee] to support expedited planning review and building inspection services for residential rebuilding efforts following the January 2025 wildfires, as authorized by statute. Funds shall be used to provide additional planning review and building inspection resources that expedite permitting and approval processes for rebuilding residential properties.

In the interest of promoting expeditious recovery, the Grantee must:

- 1) Provide "one stop shop" for processing permit applications concurrently so that a homeowner/builder can access assistance through a central point, and the jurisdiction will coordinate with all relevant departments.
- 2) Offer pre-approved plans for ADUs and a variety of housing types.
- 3) Grant ministerial approval of "like for like" rebuilds, and promote a generous interpretation of "like for like" in line with executive orders related to the January 2025 fires.
- 4) Continue approving new construction housing outside of the recovery pipeline without delay to ensure additional housing options come online as soon as possible.

Funds provided must supplement, not supplant, previously existing resources for planning review and building inspections. Funds shall be used only for residential properties affected by the January 2025 wildfires and owned by the same property owners as of January 7, 2025. All work must be completed in accordance with applicable local, state, and federal laws.

3. **Eligible Activities**

Eligible activities include but are not limited to:

Program Name: 2025 Recovery Planning Grant

Approved Date:

Prep. Date:

- 1) Hiring or contracting additional planning or building inspection staff.
- 2) Overtime costs for existing staff engaged in eligible activities.
- 3) Technology or systems improvements that directly support expedited permitting.
- 4) Temporary office or mobile permitting stations to serve affected areas.
- 5) Hiring or contracting additional services that support expeditious permitting and rebuilding of homes, such as development of pre-approved plans.

4. **Term**

This Agreement shall become effective on the date of final execution by all parties and shall remain in effect until June 30, 2028, unless terminated earlier in accordance with Exhibit C.

5. **Department Contract Coordinator**

The Contract Coordinator of this Agreement for the Department is the Assistant Deputy Director, unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by email to the Department Contract Coordinator at the following address:

California Department of Housing and Community Development  
Housing Policy Development  
Attention David Zisser; [David.Zisser@hcd.ca.gov](mailto:David.Zisser@hcd.ca.gov)  
651 Bannan Street, Ste. 400  
Sacramento, CA 95811

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

**EXHIBIT B**  
**BUDGET DETAIL AND DISBURSEMENT PROVISIONS**

1. **Allocation**

The total allocation to [Name of Grantee] shall be \$[XXXXXX], subject to the terms and conditions of this agreement.

The allocation amount in this Agreement was determined by HCD based on wildfire impact data, including structure damage counts from CAL FIRE's Damage Inspection (DINS) Reports.

2. **General Conditions Prior to Disbursement**

A. The Grantee must submit the following forms prior to this Program allocation being released:

- 1) Signed STD 213 Standard Agreement form and Exhibits A through E.
- 2) STD 204 Payee Data Record or Government Agency Taxpayer ID Form.

3. **Disbursement of Funds**

Funds will be disbursed in one lump sum upon execution of this Agreement and submission of the required forms.

4. **Allowable and Ineligible Uses of Funds**

All Program funds must be spent consistent with the intent of the Program and the eligible uses identified in Exhibit A, specifically to provide additional planning review and building inspection resources for the purpose of expediting building approvals during the recovery period after the January 2025 wildfires. Use of the funds shall be restricted to expediting planning review and building inspections for rebuilding of residential properties still owned by the same homeowners on record as of January 7, 2025. As described in Exhibit A, funds provided must supplement, not supplant, previously existing resources for planning review and building inspections. The funds described in this provision are available for encumbrance until June 30, 2028.

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

**EXHIBIT C**  
**GENERAL TERMS AND CONDITIONS**

This Agreement is subject to the provisions of the State of California's General Terms and Conditions (GTC 04/2017 or later), which are incorporated by reference.

1. **Termination of Agreement**

HCD may terminate this Agreement at any time for cause by providing a minimum of thirty (30) days' written notice to the Grantee. Cause for termination may include, but is not limited to: any violation of the conditions of this Agreement; breach of contract by the Grantee; violation of applicable federal or state laws; or the withdrawal or reduction of HCD's expenditure authority. Upon termination, unless otherwise approved in writing by HCD, the Grantee shall return any unexpended funds to HCD within thirty (30) days of receiving the notice of termination.

2. **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations, or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms, or funding of this Agreement in any manner.

3. **Reporting, Auditing, and Records**

A. Reporting

- 1) Final Report: Within six (6) months of expenditure of all funds, and no later than December 31, 2028, the Grantee will be responsible for submitting a Final Report that will contain detailed information on the specific uses and expenditures of any program funds, notable accomplishments, and any lessons learned. Any non-proprietary materials created with the use of these funds that may be beneficial to other communities should be shared with HCD, or included in the close out report to be amplified by HCD.

B. Auditing

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

HCD reserves the right to conduct or commission a financial or programmatic audit of the Grantee's use of Program funds. At HCD's request, the Grantee shall, at its own expense, obtain an independent audit performed by a certified public accountant.

The Grantee shall:

- 1) Notify HCD of the selected auditor's name and contact information.
- 2) Ensure the audit contract allows HCD access to the auditor's working papers.
- 3) Cover all costs associated with any audit it is required to obtain.
- 4) Submit a written response acceptable to HCD for any audit findings within ninety (90) days of the auditor's report.

C. Record Inspection

The Grantee shall maintain all records related to this Agreement, including financial and program documentation. Upon reasonable notice, HCD or its designee may access the Grantee's premises, personnel, and records during normal business hours to review, copy, and interview staff as necessary to determine compliance with this Agreement.

D. Record Retention

The Grantee shall retain all records for a period of three (3) years after the termination of this Agreement. If any audit, litigation, claim, or other action is initiated prior to the end of that period, records must be retained until the matter is resolved and final action taken.

E. Public Records Act

This contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

**4. Subcontractor Compliance**

The Grantee shall ensure all subcontractors comply with this Agreement's terms, applicable laws, and insurance requirements, and shall include all applicable terms in each subcontract. The Grantee must monitor subcontractor performance and provide documentation to HCD upon request.

Program Name: 2025 Recovery Planning Grant

Approved Date:

Prep. Date:

**5. Breach and Remedies**

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

- 1) The Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

- 1) Require the return of any unexpended Program funds disbursed under this Agreement.
- 2) Require repayment of Program funds disbursed and expended under this Agreement.
- 3) Require the immediate return to HCD of all funds derived from the use of Program funds.
- 4) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with the requirements of this Agreement.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than thirty (30) days.

E. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

F. The Grantee shall notify HCD promptly of any claim, legal proceeding, or action that may affect the performance of this Agreement or the interests of HCD.

**6. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

**7. Nondiscrimination**

During the performance of this Agreement, the Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. The Grantee and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). The Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

**8. Conflict of Interest**

The Grantee and its subcontractors are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken.

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two (2) year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve (12) month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve (12) month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- D. **Representatives of a County:** A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

**9. Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, the Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

Act of 1990 (Gov. Code, section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, grantees, or subrecipients about all of the following:
  - 1) The dangers of drug abuse in the workplace.
  - 2) The Grantee's policy of maintaining a drug-free workplace.
  - 3) Any available counseling, rehabilitation, and employee assistance program; and
  - 4) Penalties that may be imposed upon employees, the Grantee, and subrecipients for drug abuse violations.
  
- B. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
  - 1) Will receive a copy of the Grantee's drug-free policy statement, and
  - 2) Will agree to abide by terms of the Grantee's condition of employment or subcontract.

**10. Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

**EXHIBIT D**  
**SPECIAL CONDITIONS**

This agreement contains no special conditions.

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date:

**EXHIBIT E**  
**CERTIFICATIONS**

1. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, land use, homelessness, housing element, fair housing, and all other matters applicable and/or related to the Program, the Grantee, its subrecipients, and all eligible activities.

The Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. The Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. The Grantee shall provide copies of permits and approvals to HCD upon request.

Program Name: 2025 Recovery Planning Grant  
Approved Date:  
Prep. Date: