

**CITY OF AGOURA HILLS
HOME HARDENING WILDFIRE RESILIENCY INCENTIVE GRANT PROGRAM
AGREEMENT**

This Agreement made this **DAY** of 2023, (“Agreement”) by and between the City of Agoura Hills, CA, a municipal corporation with an address of 30001 Ladyface Court, Agoura Hills, CA 91301, acting through its City Manager Department, (“City” or “Grantor”) and **[Property Owner]** on behalf of **[LEGAL PROPERTY OWNER NAME]** with a residential address of **[ADDRESS], [CITY], [STATE], ZIP CODE]** (“Residential Applicant”).

RECITALS

The City has entered into an Agreement with the Santa Monica Mountains Conservancy (SMMC) through its City of Agoura Hills (Emergency Operations Wildfire Resiliency Grant Agreement, 3810-GF-2132, under the GF: General Funds from the Wildfire Prevention Early Budget Action Funding Plan as amended, hereinafter called the “Act,”

The City has established a program to provide assistance to qualified residential property owners from its Wildfire Resiliency Grant – Home Hardening Incentive Program (“Program”).

The Residential Applicant has applied for and, based on the information provided by the Residential Applicant, is qualified to receive Program funding.

The City has agreed to provide the Residential Applicant with a total grant for capital assistance in the amount of one thousand dollars (\$1,000) (the “Grant”) to assist the Residential Applicant in securing and maintaining home hardening technology/products or services at **[ADDRESS] [CITY], [STATE]** (“the Residential Property”) subject to and in accordance with the conditions and covenants set forth herein. This will be a reimbursable grant requiring the Residential Applicant to submit documentation showing proof of payment.

AGREEMENT

In consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the Parties hereby agree that the City will provide a reimbursable Grant to the Residential Property Owner upon and subject to all general conditions, terms, covenants, requirements and agreements herein set forth, including but not limited to the requirements set forth below in **Exhibit A**.

DEFINITIONS

Each reference in this Agreement to the following terms shall be deemed to have the following meanings:

Agreement: This Grant Agreement, including Exhibits shall remain in effect FIVE YEARS FROM the duration of the grant agreement ending term, JUNE 30, 2025.

Applicant's Property Address: [ADDRESS, [STATE] [ZIP CODE]

Mailing Address (If different from Property Address): [ADDRESS, [STATE] [ZIP CODE]

City's Address: City of Agoura Hills
City Manager's Department
30001 Ladyface Court
Agoura Hills, CA 91301

Eligible Grant Expenditures: All costs, up to a total not-to-exceed maximum of \$1000 as set forth on **Exhibit B**, attached hereto, which may be amended from time to time by mutual agreement of the Residential Applicant and City.

Grant: A Reimbursable Grant to the Residential Applicant by the City pursuant to this Agreement to be used by Residential Applicant solely for the Project, an Eligible Grant Expenditure.

Grant Amount: One thousand dollars (\$1,000)

Grant Documents: The Home Hardening Wildfire Resiliency Incentive Grant Application and this Agreement, including all Exhibits.

Project: Reimbursable Grant to assist to Residential Applicant a residential property owner, with working capital to install and maintain home hardening product technology or services during this 2022 – 2025 period for the purpose on enhancing fire resiliency at the residential property address.

Property: The parcel of land and building thereon, situated at, [ADDRESS], in [CITY], [STATE], where the property is located.

APN: Assessor's Parcel Number (County of Los Angeles)

Regulations: The regulations promulgated by the City of Agoura Hills Operations Wildfire Resiliency Grant SMMC 3810-GF-2132 as set forth in **Exhibit A** attached hereto, as the same may be amended from time to time.

2. GENERAL CONDITIONS

The obligation of the City to make the Grant is subject to the following conditions precedent:

A. The Residential Applicant has applied for assistance from the Program and, relying on the Residential Applicant's information provided, the City has determined that the Residential Applicant is the legal property owner, and eligible to make fire resiliency improvements to the property. The Residential Applicant declares and represents that the Residential Applicant is eligible for assistance under this category as follows:

- (1) The Residential Applicant resides on the residential property located within the City of Agoura Hills incorporated limits.
- (2) The Residential Applicant has received a Home Ignition Zone Evaluation Program (HIZEP) inspection from the Resource Conservation of the Santa Monica Mountains and is in receipt of the post evaluation report.
- (3) The Residential Applicant has submitted the HIZEP post evaluation report for review

B. The Residential Applicant shall duly execute or caused to be duly executed by the parties hereto, and have the originals or copies of the following documents (which shall include any and all exhibits and attachments thereto) delivered to the City:

- (a) This Agreement;
- (b) The following documents: (1) completed City of Agoura Hills Home Hardening Wildfire Resiliency Incentive Grant Application; (2) documentation evidencing that the Residential Applicant is eligible to receive the Grant and that the property and Project satisfy the City and SMMC requirements for Wildfire Resiliency (3) Proof of HIZEP evaluation performed; (4) Proof of Post HIZEP Report (5) Proof of either home hardening technology quotes for service or paid invoices for services rendered service (6) compliance of the property with all applicable health, building, zoning, subdivision, licensing, historic preservation, environmental, planning and land-use laws and regulations; and (7) documentation that the residential property Applicant has paid all taxes and other fees owed to the City; and
- (c) Other due diligence documents as may be reasonably required by City.

3. PROJECT REQUIREMENTS

A. The Residential Applicant shall agree to utilize, install, etc., home-hardening eligible grant expenditures based on the recommendations received from the Resource Conservation District of the Santa Monica Mountain's (RCD) Home Ignition Zone Evaluation Program (HIZEP) report. Eligible expenditures may consist of home hardening technologies such as fire resistant vents, fire wise landscape design services or fire wise landscape installation services.

B. The Residential Applicant shall maintain complete records relating to this grant assistance commencing on the date of this signed agreement and shall provide said records to the City for inspection and copying upon the City's request.

C. The residential Applicant shall provide the City with (1) completed City of Agoura

Hills Home Hardening Wildfire Resiliency Incentive Grant Application; (2) documentation evidencing that the Residential Applicant is eligible to receive the Grant and that the property and Project satisfy the City and SMMC requirements for Wildfire Resiliency (3) Proof of HIZEP evaluation performed; (4) Proof of Post HIZEP Report (5) Proof of either home hardening technology quotes for service or paid invoices for services rendered and (6) documentation that the residential property Applicant has paid all taxes and other fees owed to the City, and any information as the City may reasonably request in order to allow the City to comply with the regulations and any and all applicable requirements of the granting authority, The Santa Monica Mountains Conservancy, including but not limited to documentation that grant has been spent on eligible activities and business has in good faith remained open or reopened in a timely manner following awarding of grant funding.

D. The Residential Applicant shall permit periodic site visit inspections to the property to verify the proper installation of home hardening technologies/services, and ensure the products are kept for FIVE YEARS FROM the duration of the grant agreement ENDING term, JUNE 30, 2025.

4. TERMINATION

Failure to comply or act with respect to any section of this Agreement shall constitute a violation and material breach of contract upon which the CITY Hills through its CITY MANAGER or designee may immediately cancel, terminate or suspend this Agreement and require the repayment in part or in full of this Grant by the Residential Applicant.

5. NON-ASSIGNABILITY

The Residential Applicant shall not assign all or any portion of this Agreement, unless otherwise approved by the City. Any attempted or purported assignment by the Residential Applicant shall be null, void, and of no effect.

6. COMPLIANCE WITH LAWS

The Residential Applicant shall comply with all applicable federal, state, and local laws, ordinances, codes and regulations in the performance of this Agreement including, without limitation, the federal requirements listed in Exhibit A.

7. INDEMINIFICATION

To the fullest extent permitted by law, the Residential Applicant shall indemnify, defend and hold harmless the City, its officials, officers, employees, agents, and volunteers (collectively "Indemnitees") from and against any and all claims, demands, damages, liabilities, losses, costs, or expenses, including attorney's fees and cost of defense (collectively "Claims"), including, without limitation, Claims relating to death or injury to any person and injury to any property, or the planning, arranging, implementing, sponsoring or conducting of the Project or any other operation, maintenance or activity by the Residential Applicant, which arise out of, pertain to, or relate to the acts or omissions of the Residential Applicant or any

of its officers, employees, contractors, subcontractors, or agents in the performance of this Agreement. The Residential Applicant's duty to defend shall survive the expiration or termination of this Agreement.

8. NON-WAIVER OF TERMS, RIGHTS, AND REMEDIES

No delay or omission to exercise any right, power, or remedy accruing to the City under this Agreement shall impair any right, power or remedy of the City, nor shall it be construed as a waiver or, or consent to, any breach or default. No waiver or any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement (including attachments and agreements) between the CITY and the Residential Applicant for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the CITY and the Residential Applicant with respect to this Agreement.

IN WITNESS WHEREOF, the City and Residential Applicant have each duly executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first above written.

CITY OF AGOURA HILLS:

RESIDENTIAL APPLICANT:

Nathan Hamburger, City Manager

[]

EXHIBITS:

- A. City of Agoura Hills Wildfire Resiliency Incentive Grant Application
- B. Eligible Grant Expenditures

EXHIBIT A

**CITY OF AGOURA HILLS
WILDFIRE RESILENCY INCENTIVE GRANT
WILDFIRE RESILENCY INCENTIVE GRANT APPLICATION**

**EXHIBIT B
ELIGIBLE GRANT EXPENDITURES**

For purposes of this agreement, the following are eligible grant expenditures for the use of the allocated \$1000.00 grant

Eligible Grant Expenditure
Home Hardening Technologies – Fire Resistant Vents
Rain Gutter Covers
Plant Removal (Fire ignitable vegetation)
Home Hardening Technologies – Fire Wise Landscape Materials
Home Hardening Services – Fire Wise Landscape Design
Home Hardening Services – Fire Wise Landscape Installation*
Fence Replacement (non-combustible materials)

Only one grant may be awarded per Residential Property.