

LOS ANGELES FIRE COMMISSION

BOARD OF
FIRE COMMISSIONERS

DELIA IBARRA
PRESIDENT

ANDREW GLAZIER
VICE PRESIDENT

STEVEN R. FAZIO
JIMMY H. HARA, M.D.
JIMMIE WOODS-GRAY

LETICIA GOMEZ
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

SUE STENGEL
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE
200 NORTH MAIN STREET, SUITE 1840
LOS ANGELES, CA 90012

(213) 978-3838 PHONE
(213) 978-3814 FAX

June 17, 2015

Honorable Members of the City Council
City of Los Angeles
City Hall, Room 395
Attn: City Clerk

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Attn: Mandy Morales, Legislative Coord.

[BFC 15-057] – FIRST AMENDMENT TO THE 2014 AGREEMENT WITH NUISANCE ABATEMENT CONTRACTORS

At its meeting of June 17, 2015, the Board of Fire Commissioners approved the report for the extension of the agreement with nuisance abatement contractors as outlined in the First Amendment to cover the 2015-16 Fiscal Year. The report is hereby transmitted concurrently to the Mayor and City Council for review and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Leticia Gómez
Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners (without attachments)
Fire Chief Ralph M. Terrazas (without attachments)

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

APPROVED:
BOARD OF FIRE COMMISSIONERS
BY: *Leticia Gomez Sj 6/16/15*
COMMISSION EXECUTIVE ASSISTANT

May 29, 2015

BOARD OF FIRE COMMISSIONERS
FILE NO. 15-057

TO: Board of Fire Commissioners
FROM: *RMT* Ralph M. Terrazas, Fire Chief
SUBJECT: FIRST AMENDMENT TO THE 2014 AGREEMENT

FINAL ACTION: Approved Approved w/Corrections Withdrawn
 Denied Received & Filed Other

SUMMARY

The ongoing effort to provide public safety through the enforcement of the Brush Clearance Ordinance requires that the Brush Clearance Unit to inspect approximately 140,000 properties per year. On the average, 800 to 1200 properties are cleared by the Fire Department. The use of private contractors to abate a public nuisance has proven to be both necessary and cost effective.

The work itself has been deemed to be too hazardous for City employees to perform in accordance with their Memorandum of Understanding. Therefore, other City departments, such as Street Services, Department of Water and Power, or Recreation and Parks cannot perform the work.

RECOMMENDATIONS

That the Board:

1. Approve the extension of the Agreement as outlined in the First Amendment to cover the 2015-16 Fiscal Year;
2. Direct the Commission Executive Assistant to transmit the First Amendment to the 2014 Agreement to the Mayor and City Council for review and approval in accordance with Executive Directive No. 3.

FINDINGS

The 2014 Agreement was with the 17 companies that possessed both the skills and knowledge of what is required by the Fire Department. However, four contractors, Mariposa Landscapes, Inc., Oakridge Landscape Inc., SR Landscape, Your Way Tree Service, have chosen not to participate in the Brush Clearance Program and their names have been removed from the Fire Department's eligible weed abatement

contractors' list. Of the remaining 13 names, as they are reflected on their Business Tax Registration Certificate (BTRC), will be recommended to have their contracts extended at this time (please see Attachment A).

FISCAL IMPACT

Each contractor is required to maintain sufficient crews and equipment to furnish these services in a timely manner and must continue to demonstrate a willingness to perform such services. During the 2014 Brush Clearance season, the Fire Department's Brush Clearance Unit inspected 136,501 parcels, issued 12,470 citations, and sent to contract for weed and refuse abatement 717 privately-owned and 487 City-owned parcels at an estimated cost of \$2.5 million.

These contracts are paid from Account Number 3070 – Brush Clearance Contracts, and have been approved each year in the Department's Adopted Annual Budget. The City is reimbursed for brush clearance costs by invoicing the property owners directly, or through the County Assessor's tax rolls.

CONCLUSION

The Fire Department has determined that weed abatement contractors are an essential element to a successful Brush Clearance Program. During past brush fire seasons, thousands of acres have been destroyed and numerous homes lost to wildfires. The Los Angeles Fire Department's Brush Clearance Program has proven to be one of the best and most successful programs in the country. The Brush Clearance Unit requires the assistance of private weed and refuse abatement contractors to ensure that adequate clearance and defense against the threat of wildfires is maintained.

Board report prepared by Robert Knight, Captain II, Brush Clearance Unit.

Attachments

Attachment A: Fiscal Year 2015-16 Contractors List

Attachment B: First Amendment to the 2014 Contractual Agreement

CITY CONTRACTOR LIST

COMPANY NAME		CITY, STATE, ZIP	PHONE #
AVALON LANDSCAPE, INC.	Luis Cadiz	SHERMAN OAKS, CA 91423	(818) 981-0452
BRIAN WALSH BRUSH CLEARANCE	Brian T. Walsh	LOS ANGELES, CA 90027	(323) 662-9062
CALIFORNIA CUT & CLEAR INC.	Shena Settle	LOS ANGELES, CA 90047	(323) 753-1862
EQUIERY INC. ECCONO TREE CARE	Ori Zairi	PACIFIC PALISADES, CA 90272	(310) 980-1956
INTERNATIONAL ENVIRONMENTAL CORP	Henry Cespedes	PANORAMA CITY, CA 91412	(818) 892-9341
THE JUNGLE NURSERY AND LANDSCAPE	John Wm. Cohn	LOS ANGELES, CA 90045	(310) 235-2875
OUTLOOK ZONE, INC.	Yosef Shalev	SHERMAN OAKS, CA 91403	(818) 788-1235
PAN AMERICAN BRUSH CLEARANCE, INC.	Eddie Martinez	SHERMAN OAKS, CA 91403	(818) 766-1966
PEPO WEED ABATEMENT, INC.	Mike Pepo	PALMDALE, CA 93551	(661) 943-1445
SILENT FIRE, INC. DBA: MONET WILD FLOWERS	Courtney Kite	SIMI VALLEY, CA 93063	(323) 244-7144
THE ORIGINAL MOWBRAY'S TREE SERVICE	Robin Mowbray	SAN BERNARDINO, CA 92408	(909) 389-0077
THRIFTY TREE SERVICE, INC.	Dave Aviram	RESEDA, CA 91335	(818) 996-4577
WASTE UNLIMITED, INC.	Shane Fone	SUNLAND, CA 91040	(818) 994-1079

THIS LIST IS PROVIDED AS A CONVENIENCE ONLY AND DOES NOT CONSTITUTE A RECOMMENDATION

**FIRST AMENDMENT TO CONTRACT «CONTRACT» BETWEEN THE
CITY OF LOS ANGELES
AND
«Company»**

THIS FIRST AMENDMENT to Agreement Number between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "CITY"), acting by and through the Los Angeles FIRE DEPARTMENT (hereinafter referred to as the "DEPARTMENT"), and Sole Proprietorship, a California corporation organization (hereinafter referred to as the "CONTRACTOR"), is entered into with reference to the following:

WHEREAS, the DEPARTMENT requires the services of qualified CONTRACTORS to abate hazards located in the Very High Fire Hazard Severity Zone, on improved and unimproved property within the CITY; and

WHEREAS, on July 1, 2014, the DEPARTMENT contracted qualified CONTRACTORS with sufficient crews and equipment to furnish said abatement services in a timely manner; and

WHEREAS, the parties wish to amend this AGREEMENT to extend the term for one additional year.

The parties amend this AGREEMENT is as follows:

ARTICLE 1. - PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE
Is amended to include the following:

All references to the CONTRACTOR'S name shall be the legal name as shown on its Los Angeles' Business Tax Registration Certificate (BTRC). At the request of the CONTRACTOR, a "Doing Business As (DBA)" can be included as part of the AGREEMENT.

All other provisions of Article 1. remain unchanged

ARTICLE 2. – TERM THE AGREEMENT is amended as follows: effective July 1, 2015 and expire on June 30, 2016; and

- A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2016, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 13 – TERMINATION, of this AGREEMENT."
- B. The Board of Fire Commissioners extends the AGREEMENT for a total two (2) additional years, exercisable in one-year increments, utilizing the amendment process described in PSC 6. Any amendment to extend the term of this AGREEMENT or to increase the maximum amount of compensation

allowable is contingent on availability of funds and the CONTRACTOR having provided satisfactory services under this AGREEMENT.

- C. The CONTRACTOR hereby acknowledges having attended the required orientation sessions presented by the DEPARTMENT regarding the Brush Clearance Program (Program), and further acknowledges having received and reviewed all related documents about the Program as distributed by the DEPARTMENT to potential CONTRACTORS. The CONTRACTOR hereby further acknowledges being familiar with the brush clearance, and weed and refuse abatement requirements of the L.A.M.C.'s weed and refuse abatement requirements and program policies procedures and requirements.

Except as herein amended, all other terms and conditions of this AGREEMENT shall remain unchanged.

{Signature page follows.}

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the date indicated.

«Company»

DATE: _____

BY: «FirstName» «LastName»

NAME: _____
(Owner's Signature)

TITLE: _____

DATE: _____

BY: _____

NAME: _____

TITLE: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____
RALPH M. TERRAZAS
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

BY: _____
ANTHONY PAUL DIAZ
Deputy City Attorney

ATTEST:

HOLLY L. WOLCOTT, Interim City Clerk

BY: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number: «CityBusinessLic»

Federal Taxpayer ID Number: «W9»

AGREEMENT Number: «CONTRACT»

STATEMENT OF NON-COLLUSION

I, «FirstName» «LastName», «OwnerTitle»

Declare:

1. That I am authorized to submit bids on behalf of «Company» and,
2. That each and every bid is genuine, not a sham or collusive, nor is it made in the interest of, or on behalf of, any person not herein named; and no one has directly or indirectly induced or solicited any other person, firm or corporation to refrain from bidding; and no one has in any manner sought by collusion to secure for himself/herself and advantage over any other bidder or proposer.

I declare under penalty of perjury that the foregoing is true and correct.

Signature

Executed this _____ day of _____, _____,

At _____, California