



**RALPH M. TERRAZAS**  
FIRE CHIEF

March 1, 2016

BOARD OF FIRE COMMISSIONERS  
FILE NO. **16-030**

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND AMENDMENT TO THE 2014 AGREEMENT FOR BRUSH  
CLEARANCE AND WEED AND/OR REFUSE ABATEMENT

FINAL ACTION: <input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

### SUMMARY

The ongoing effort to provide public safety through the enforcement of the Brush Clearance Ordinance requires the Brush Clearance Unit to inspect approximately 140,000 properties per year. On 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 Second Amendment to cover the 2016-17 Fiscal Year.
2. Direct the Commission Executive Assistant II to transmit the Second Amendment to the 2014 Agreement to the Mayor and City Council for review and approval in accordance with Executive Directive No. 3.

### 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 2015 Brush Clearance season, the Fire Department's Brush Clearance Unit inspected 140,992 parcels, issued 12,500 citations, and sent to contract for weed and refuse abatement 553 privately-owned and 761 City-owned parcels at an estimated cost of \$2.5 million.

These contracts are paid from Account No. 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.

### **DISCUSSION**

The 2014 Agreement listed 17 companies that possessed both the skills and knowledge of what is required by the Fire Department. However, five contractors, The Jungle Nursery and Landscape, Mariposa Landscapes, Inc., Oakridge Landscape Inc., SR Landscape, and Your Way Tree Service, has 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. The remaining 12 names, as they are reflected on their Business Tax Registration Certificate (BTRC), will be recommended to have their contracts extended at this time (Attachment A).

### **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, California has experienced extreme drought conditions resulting in an increase of hazardous dead fuels within the City's Very High Fire Hazard Severity Zone. The 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 2016-17 Contractors List

Attachment B: Second Amendment to the 2014 Contractual Agreement

CITY CONTRACTOR LIST				
COMPANY NAME			CITY, STATE, ZIP	PHONE #
AVALON LANDSCAPE, INC.	Luis Cadiz	Certified Arborist	SHERMAN OAKS, CA 91423	(818) 981-0452
BRIAN WALSH BRUSH CLEARANCE	Brian T. Walsh		LOS ANGELES, CA 90027	(323) 662-9062
CALIFORNIA CUT AND CLEARING, INC.	Willie Smith		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	Certified Arborist	PANORAMA CITY, CA 91412	(818) 892-9341
OUTLOOK ZONE, INC.	Yosef Shalev	Certified Arborist	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		PASO ROBLES, CA 93446	(661) 878-2831
SILENT FIRE, INC. DBA: MONET WILD FLOWERS	Courtney Kite		SIMI VALLEY, CA 93063	(323) 244-7144
THE ORIGINAL MOWBRAY'S TREE SERVICE	Robin Mowbray	Certified Arborist	SAN BERNARDINO, CA 92408	(909) 389-0077
THRIFTY TREE SERVICE, INC.	Dave Aviram	Certified Arborist	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**

**SECOND AMENDMENT TO AGREEMENT «CONTRACT»  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
«COMPANY»  
TO PROVIDE BRUSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

**THIS SECOND AMENDMENT** to Agreement Number «CONTRACT» 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 «Company» (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 (VHFHSZ), on improved and unimproved property within the CITY; and

**WHEREAS**, on March 16, 2011, the CITY, by and through its Fire Department, prepared and released a Request for Qualifications (RFQ) seeking qualified contractors to perform services to abate hazards located in the VHFHSZ; 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 CONTRACTOR acknowledges having attended the required orientation sessions regarding the Brush Clearance Program presented by the DEPARTMENT, and further acknowledges having received and reviewed all related documents about the Program, distributed by the DEPARTMENT to potential contractors. The CONTRACTOR understands the Program requirements imposed under this Agreement and the Los Angeles Municipal Code; and

**WHEREAS**, the CONTRACTOR acknowledges that grounds for termination of this Agreement include, but are not limited to, solicitation of monetary fees from a property owner whose parcel is part of a bid package, before, during, or after abating a fire hazard on such parcel; and

**WHEREAS**, the CITY desired in a first amendment to exercise the first one-year extension, and extend the term of Agreement Number «CONTRACT» from July 1, 2015 up to, and including, June 30, 2016; and

**WHEREAS**, the CITY desires in a second amendment to exercise the second and final one-year extension, and extend the term of Agreement Number «CONTRACT» from July 1, 2016 up to, and including, June 30, 2017; and

**NOW THEREFORE**, in consideration of the above premises and of the mutual

covenants and agreements herein contained, the parties hereto agree as follows:

## **ARTICLE I – AMENDMENT TO THE AGREEMENT**

**Section II – TERMS OF AGREEMENT, Paragraph A** – Expiration of Agreement is hereby amended in its entirety to read:

The terms of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2017, unless otherwise terminated by the DEPARTMENT as hereinafter provided in Section XII – SUSPENSION, and Section XIII – TERMINATION of this Agreement.

Except as amended by this SECOND AMENDMENT, all other provisions of Agreement Number «CONTRACT» shall remain in full force and effect.

{Signature page to follow}

**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: \_\_\_\_\_  
(Owner's Signature)

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

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

BY: \_\_\_\_\_  
LAUREL L. LIGHTNER  
Assistant City Attorney

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