



# LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS  
FIRE CHIEF

July 13, 2020

BOARD OF FIRE COMMISSIONERS  
FILE NO. 20-061

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES  
DEPARTMENT OF WATER AND POWER (LADWP) FOR BRUSH  
CLEARANCE OF LADWP PARCELS

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 Withdrawn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 Los Angeles Fire Department (LAFD) Brush Clearance Unit, performs approximately 140,000 inspections annually on properties located in the Very High Fire Hazard Severity Zone in accordance with Los Angeles Municipal Code Sections 57.322.1, and 57.503.1.6.6. As part of this mission, the Los Angeles Department of Water and Power (LADWP) provides a list of several hundred LADWP-owned parcels (Parcels) to the Brush Clearance Unit every year, for brush clearance abatement services. The LAFD administers the Department's brush clearance contracts for the work on the both the private and LADWP parcels.

Payments to the brush clearance contractors for their services on these LADWP parcels are made by the LAFD from General Fund 100/38, Account 3070 – Contract Brush Clearance. LAFD then submits invoices to LADWP for the costs of the services and administrative fees. LADWP then remits payment to LAFD, and the reimbursements are deposited into the General Fund, Revenue Source Code 4123 – Brush Clearance Restitution. The reimbursements are not re-appropriated to the Account 3070.

The work on the Parcels uses approximately 30% of the Account 3070, which has an appropriation of \$3,500,000 for Fiscal Year 2020-21. Because of the increasing costs for the brush clearance work due to the need to conduct additional brush clearance work resulting from vegetative re-growth and the increased risk of brush fires, there is concern about whether there will be sufficient funding in Account 3070 to pay the brush clearance contractors for work on both these Parcels and non-LADWP parcels.

This Memorandum of Understanding (MOU) between the LADWP and LAFD will direct the LAFD to create a separate brush clearance Appropriation Account solely for LADWP, who will provide an advanced payment of \$1,200,000 per fiscal year for that account. Under the MOU, the LAFD will continue to administer the brush clearance contracts for work on the Parcels in accordance with the Fire Code. For expenditure tracking purposes, the LAFD will

submit monthly invoices to LADWP, and will apply the funds in the LADWP account against the costs of the work completed by the brush clearance contractor and administrative fees. It should be noted that the \$1,200,000 advanced payment by LADWP will reduce Account 3070 from the current appropriation of \$3,500,000 to \$2,300,000. Previous LADWP reimbursement payments into the General Fund, Revenue Source Code 4123 – Brush Clearance Restitution will also be reduced accordingly.

The term of the MOU is for three (3) years, with LADWP providing an advanced payment of \$1,200,000 each fiscal year into the new Appropriation Account. Up to an additional \$1,400,000 may be paid into the account for additional work requested by LADWP.

The attached MOU has been reviewed and approved by the City Attorney as to legal form.

### **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Memorandum of Understanding with the Los Angeles Department of Water and Power, commencing upon the date the Memorandum of Understanding is fully executed, and remaining in effect for three (3) years.
2. Authorize the Fire Department to create a new Appropriation Account solely for brush clearance services on Los Angeles Department of Water and Power parcels, subject to the approval of the City Council, to be funded by the Los Angeles Department of Water and Power through an advanced payment in the amount of \$1,200,000 each fiscal year for deposit into the newly created Appropriation Account, and to transfer funds as a revenue source from the Los Angeles Department of Water and Power to the new Appropriation Account.
3. Authorize the Fire Department to decrease the appropriations in General Fund 100/38, Account 3070 – Contract Brush Clearance by \$1,200,000, after the new Appropriation Account as described in Recommendation No. 2 above has been established.
4. Transmit the Memorandum of Understanding to the Mayor for approval in accordance with Executive Directive No. 3.

### **FISCAL IMPACT**

There is no impact to the General Fund.

Board report prepared by James Patrick Hayden, Battalion Chief, Industrial & Commercial Section, Fire Prevention and Public Safety Bureau.

Attachment

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITY OF LOS ANGELES DEPARTMENT OF WATER AND POWER AND THE  
CITY OF LOS ANGELES FIRE DEPARTMENT FOR  
BRUSH CLEARANCE OF LADWP PARCELS**

This Memorandum of Understanding ("MOU") is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of Water and Power (LADWP) and the City of Los Angeles, a municipal corporation, acting by and through its Fire Department (LAFD), hereinafter referred to individually as "Party," and collectively as "Parties."

**RECITALS**

This MOU is made with reference to the following facts:

- A. The LAFD Brush Clearance Unit (BCU) conducts brush clearance work on LADWP parcels.
- B. Traditionally, LADWP provides a list of LADWP-owned parcels (Parcels) for LAFD to conduct brush clearance on said Parcels. The attached Exhibit 1 is a sample of Parcels that LADWP has provided to LAFD to conduct brush clearance. Through LAFD's brush clearance contracts, the work is conducted annually to achieve LAFD's brush clearance compliance, as noted in Section 1B. LADWP reimburses LAFD's expenses, including administrative fees, and the funds are deposited into the City of Los Angeles General Fund. The work on these Parcels exhausts approximately 30% of the BCU Brush Clearance budget. There have been increasing costs for brush clearance, and LAFD is unable to increase their budget for FY 2020-21. As a result, LAFD is unable to complete the brush clearance of the LADWP Parcels within their current budget.
- C. Due to the increased risk of brush fires in recent years, vegetative re-growth due to rain, and the need to conduct additional vegetation management, LAFD must maintain adequate funds in the BCU budget for brush clearance of non-LADWP owned parcels.
- D. This MOU will direct LAFD to create a separate BCU LADWP Appropriation Account, subject to the approval by the City Administrative Officer and the City Council, solely for LADWP brush clearance work to be funded with advanced LADWP monies so that LAFD can conduct brush clearance work on LADWP Parcels independent of the BCU's contract brush clearance appropriation account for private properties.
- E. LAFD will continue to administer the brush clearance contract to service LADWP Parcels.
- F. LADWP will pay LAFD administrative fees for services described hereunder.

- G. LADWP wishes to have LAFD conduct brush clearance on LADWP Parcels beginning July 1, 2020, and annually thereafter, or as needed.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **Brush Clearance Work**

- A. LADWP shall meet with LAFD BCU annually, every January, to discuss the LADWP parcels requiring vegetation management for the upcoming Brush Clearance Season (Season). The Season is defined as the period in which brush clearance work begins, typically beginning May 1. The Season ends when all Parcels are in compliance, as noted in Section 1B. LADWP shall provide a prioritized list (List) of Parcels to LAFD BCU to be cleared. The List may be subject to change.
- B. If deemed by the LAFD Brush Clearance Inspector that the Parcels are non-compliant, LAFD personnel and/or LAFD brush clearance contractors (Contractors) shall conduct brush clearance (Work) of the Parcels. The Work shall be completed in accordance with City of Los Angeles Ordinance No. 185789, Fire Code L.A.M.C. 57.322, and all corresponding revisions and updates.
- C. Additional brush clearance may be necessary due to vegetative re-growth. Upon the request of LADWP and if deemed by the LAFD Brush Clearance Inspector that a Parcel is non-compliant, LAFD personnel and/or Contractors shall conduct additional brush clearance work in accordance to Section 1.B.
- D. LAFD shall obtain all necessary permits to conduct the Work.
- E. LAFD shall provide to LADWP updates of Parcels that have been cleared so that LAFD Notices of Non-Compliance can be tracked and managed.
- F. In addition to costs of the Work, LADWP shall pay LAFD administrative fees related to brush clearance contract administration of LADWP Parcels. Administrative fees are determined based on the costs for special services and are approved by the City Administrative Officer and City Council.
- G. LAFD, as a California public entity, shall comply with and pay its construction workers in accordance with applicable prevailing wage laws, including, but not limited to California Labor Code Sections 1720 *et seq.*
- H. Upon the occurrence of the Effective Date (as such term is defined in Section 4 below) of this MOU until its termination, LADWP will be deemed an LAFD customer for the Work. LADWP agrees to be bound by the LAFD Rules

and Regulations, to the extent such rules and regulations do not conflict with the terms and provisions of this MOU.

2. **Payment for Services to be Provided by LAFD**

- A. LADWP shall provide an annual advanced payment deposit in the amount of \$1,200,000 (Deposited Funds) per Fiscal Year (FY) into the BCU LADWP Appropriation Account for costs that LAFD incurs for Work referenced in Section 1. Up to an additional \$1,400,000 may be paid to LAFD into the BCU LADWP Appropriation Account for additional work requested by LADWP under the terms of this MOU.
- B. The total Work costs to be paid to LAFD under this MOU shall not exceed \$5,000,000, unless this MOU is amended in writing. The Parties acknowledge that the costs are based on an annual List that LAFD is requested to service. If additional parcels are requested to be serviced, an increase in Deposited Funds may be due to LAFD. The MOU shall be amended accordingly to accommodate these additional costs and/or additional advanced payments to increase the Deposited Funds.
- C. After Work completion each FY, as referenced in Section 1, the unused funds held by LAFD shall be rolled-over into the subsequent FY for Work to be done in the subsequent FY. LAFD shall provide LADWP an annual reconciliation statement, as referenced in Section 3B.
- D. Starting FY 2020-21, immediately after the Effective Date (as such term is defined in Section 4) of this MOU, LAFD shall send LADWP an invoice for \$1,200,000 for work defined in Section 2, and LADWP shall process the transfer of the advanced payment into the BCU LADWP Appropriation Account. Upon receipt of the Deposited Funds, LAFD's Work under this MOU shall immediately commence. LAFD shall send LADWP an annual invoice on July 1 of each FY, and LADWP shall process the transfer of the advanced payment into the BCU LADWP Appropriation Account within 60 days of receiving the invoice.

3. **Billing and Accounting**

- A. The attached Exhibit 2 is a sample of an invoice that LAFD will submit to LADWP for the Work referenced in Section 1. Invoices shall include parcel number, location of property, non-compliance notice date(s), and date(s) of Work completed. For expenditure tracking purposes, invoices shall be sent to LADWP by the end of the following month for the Work completed in the previous month. LADWP shall provide monthly balance sheets to LAFD to assist with tracking and accuracy.

- B. LAFD shall provide LADWP with an annual reconciliation statement of all Work and costs paid, including dates the Contractors were paid, and remaining funds under this MOA for the Season by July 31 of each FY.
- C. LAFD shall apply the Deposited Funds against administrative fees and Work costs. If the costs for the services to be provided by LAFD under this MOU exceed the Deposited Funds, LAFD shall promptly provide LADWP with an invoice for the remaining Work and administrative fees and LADWP will make advanced payment to LAFD within 60 days of receiving the invoice.

4. **Term; Termination**

- A. This MOU shall become effective upon both Parties' authorized representatives approving and signing it (the date on which this MOU is fully executed shall be the "Effective Date"). This MOU shall remain in effect for three years. Notwithstanding the foregoing, the Parties agree that (a) the obligation of LADWP to pay for costs and expenses incurred by LAFD pursuant to this MOU shall survive the termination of this MOU and shall continue until all such costs have been fully and indefeasibly paid and (b) LAFD shall reimburse LADWP the unexpended portion of the Deposited Funds within 60 calendar days of the termination of this MOU.
- B. LADWP or LAFD may terminate this MOU upon one year's written notice or at any time by mutual agreement by both Parties.

5. **Indemnity**

Neither party shall be responsible for personal injury or property damage or loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. For the absence of doubt, each party shall also retain liability for the acts, errors or omissions of its contractors, or the contractor's officers, agents, employees, or subcontractors of any tier.

6. **Entire MOU**

This MOU represents the entire integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. No amendment or waiver of any provision of the MOU nor consent to any departure by a Party therefrom, shall in any event be effective unless the same shall be in writing and signed by each Party hereto, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it was given.

7. **Notice**

Any notice, demand, or request directed to LADWP shall be delivered to:

Water Operations Division, Assistant Director Water Operations  
Attn: Property Management Group  
Los Angeles Department of Water and Power  
111 North Hope Street, Room 1449  
Los Angeles, California 90012

Such correspondence shall be in writing and shall be personally served, sent by postage prepaid mail, or sent by electronic mail to [WODbrushclearance@ladwp.com](mailto:WODbrushclearance@ladwp.com). Either Party, by written notice, may designate different or additional person(s) or different addresses for the giving of notices hereunder.

Any notice, demand, or request directed to LAFD shall be delivered to:

Brush Clearance Unit  
Attn: Captain Bryan Nassour  
Los Angeles Fire Department  
6262 Van Nuys Blvd., Suite 451  
Van Nuys, CA 91401

and

Administrative Services Bureau  
Attn: S. Jenny Park, Fire Administrator  
Los Angeles Fire Department  
200 N. Main St., Room 1630  
Los Angeles, CA 90012

Such correspondence shall be in writing and shall be personally served or sent by postage prepaid mail. Either Party, by written notice, may designate different or additional person(s) or different addresses for the giving of notices hereunder.

8. **Governing Law and Venue**

This section intentionally left blank.

9. **No Attorney's Fees**

This section intentionally left blank.

10. **Representation by Counsel**

This section intentionally left blank.

11. **No Consequential or Punitive Damages**

This section intentionally left blank.

12. **Headings**

Section headings in this MOU are included for convenience of reference only and shall not be given any substantive effect.

13. **Force Majeure**

This section intentionally left blank.

14. **Counterparts and Electronic Signatures**

This MOU may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

15. **LADWP Ordinance Required Provision**

This section intentionally left blank.



IN WITNESS WHEREOF, each Party hereto has duly executed this MOU by its duly authorized representatives.

FIRE DEPARTMENT  
OF THE CITY OF LOS ANGELES

By: \_\_\_\_\_  
RALPH M. TERRAZAS  
Fire Chief

Date: \_\_\_\_\_

IN WITNESS WHEREOF, each Party hereto has duly executed this MOU by its duly authorized representatives.

DEPARTMENT OF WATER AND POWER  
OF THE CITY OF LOS ANGELES BY  
BOARD OF WATER AND POWER COMMISSIONERS

By: \_\_\_\_\_  
MARTIN L. ADAMS  
General Manager and Chief Engineer

Date: \_\_\_\_\_

And: \_\_\_\_\_  
SUSAN A. RODRIGUEZ  
Board Secretary

## Exhibit 1 – Sample List of LADWP Parcels to Service

MAJOR RESERVOIRS						
<b>Chatsworth Res. APN Number</b>		<b>Stone Canyon Res. APN Number</b>				
8600 Fallbrook Ave.	2727021900	1680 Stone Cyn. Rd.	4370011900	4379001900	4379002900	4379003900
			4370012901	4379001901	4379002901	4379003902
			4370012902	4379001902	4379002902	4379003904
				4379001903	4379002903	4379003906
				4379001904	4379002905	4379003907
				4379001905	4379002906	4379003908
					4379003909	4379004914
						4379004916
						4379004917
<b>Encino Res.</b>		<b>Stone Canyon Res. APN Number</b>				
4500 Encino Ave.	2184013900	1680 Stone Cyn. Rd.	4379007900	4379008900	4379009900	4379010900
	2184026902		4379007901	4379008901	4379009901	4379010901
	2184027901		4379007902	4379008902	4379009902	4379010902
	2184028900		4379007903	4379008903	4379010903	4379010903
	2290019900		4379007904	4379008905	4379010904	4379010905
	2292013901		4379007906	4379008906	4379010905	4379010906
	2292013902		4379007907	4379008907	4379010906	4379010908
	2292014901		4379007908		4379010907	
			4379007909		4379010908	
			4379007910			
<b>Hollywood Res.</b>		<b>Stone Canyon Res. APN Number</b>				
2460 Holly Dr.	5577011902	1680 Stone Cyn. Rd.	4379013901	4379015902	4379016900	4379017900
	5577012901		4379013902	4379015903	4379016901	4379017901
	5577013900		4379013903	4379015904	4379016902	4379017902
	5577013901		4379013906	4379015905	4379016903	4379017903
	5577013902		4379013907	4379015906	4379016904	4379017905
	5577019901		4379013908	4379015908	4379017906	4379017906
			4379013909	4379015909		
<b>Franklin Res.</b>		<b>Stone Canyon Res. APN Number</b>				
1300 N. Beverly Dr.	4355012904	1680 Stone Cyn. Rd.	4379020904	4379024900	4379026900	4379027900
	4386003900		4379020908	4379024903	4379026902	4379027903
	4386004902		4379020910		4379026903	4380001902
	4386005900		4379020911	4379025900	4379026904	4380001903
	4386008900		4379020913	4379025901	4379026905	4380001904
	4386008901		4379020914		4379029900	4380001905
	4386015906					4380008907
	4386015907					4380008908
	4387002904					
	4387016900					
	4387017904					
	4387017906					
	4387020900					
	4387020901					
<b>Stone Canyon Res. APN Number</b>		<b>Stone Canyon Res. APN Number</b>				
1680 Stone Cyn. Rd.	4380009900	1680 Stone Cyn. Rd.	4380014900	4380015901	4380017901	4380017902
	4380014901		4380014902		4380017903	4380017904
	4380013901		4380014903		4380017905	
	4380013905		4380014905			
	4380013906					

AREA DISTRICT TANKS AND RESERVOIRS	
<b>Alta View Tnk.</b>	<b>APN Number</b>
10350 Alta View Dr.	2380033900
	2380041900
<b>Crestline Tnk.</b>	
N/O Verdugo Crestline	2563030900
<b>Estepa Tnk.</b>	
7041 Estepa Dr.	2564014900
	2572031900
<b>Sis. Elsie Tnk.</b>	
Endlo Sister Elsie Dr.	2569005900
	2569007900
<b>Sepulveda Tnk.</b>	
Endlo Jeanne Lane	2293015900
	2293017900
<b>Topanga Cyn. Tnk.</b>	
S/O Mulholland Dr.	2173007900
<b>Zelzah Tnk.</b>	
4397 Gable Dr.	2184013900
<b>Innsdale Tnk.</b>	
6145 Mulholland Hwy.	5581015900
<b>Verdugo Tnk.</b>	
1236 Scenic Dr.	5678021902
	5678018270

PUMP STATIONS	
<b>Coldwater Cyn. PS</b>	<b>APN Number</b>
3450 Oeste Ave.	2384024901
<b>Cordelia PS</b>	
2626 Cordelia Rd.	4492023017
<b>Westridge PS</b>	
1800 Westridge Rd.	4426038900
VACANT LOTS	
<b>Lot Across Coldwater PS APN Number</b>	
3140 N. Coldwater Cyn.	2384024902
<b>Tujunga Gallery</b>	
	2552005901
	2582007902
<b>Lomita Pump &amp; Wells</b>	
	7412012900
<b>Lot in Elysian Park</b>	
	5414020900

## Exhibit 2 – Sample Invoice



**CITY OF LOS ANGELES**

**INVOICE**

Page 1

Customer Number	Invoice Number	Date Printed	Date Due
BR4930049	BC200000189	03-05-20	04-19-20
Customer Name			Amount Due
L A CITY DEPT OF WATER AND POWER			\$8,082.00

For any questions about this invoice, please contact: BRUSH BILLING UNIT  
213-978-3424  
lafd.brushacctg@lacity.org

**Invoice Charges**

Line No.	Description	Service Date From	Service Date To	Charges/Credits
1	2019 Brush Clearance Contracting Fees:			\$6,770.00
2	2019 Brush Clearance Administrative Fees:			\$1,312.00

Total Invoice Charges \$8,082.00

Credit Payments Applied	\$0.00
<b>Total Amount Due</b>	<b>\$8,082.00</b>

If payment has already been made, please disregard this notice.

APN: 2173007900  
LOCATION OF PROPERTY: DWP Ulmus Water Tank N/O 21855 Ulmus Dr Woodland Hills CA 91  
INITIAL NONCOMPLIANCE NOTICE: 04/30/2019  
SECOND NONCOMPLIANCE NOTICE: EXPEDITED  
CLEARANCE BY CONTRACTOR: 05/23/2019  
BRUSH CLEARANCE ORDINANCE #: 172449  
L.A.M.C. SECTION: 57.322.2

Web payment available at <https://epay.lafd.org/ita/vms2>  
The APN and Invoice Number are required to make payments on the website  
Billing Questions Call: (213) 978-3424 - Phone Hours: 8:00 a.m. to 2:00 p.m. - Email: lafd.brushacctg@lacity.org

UNPAID INVOICE WILL RESULT IN THE FILING OF SPECIAL ASSESSMENT AGAINST YOUR PROPERTY WITH THE LOS ANGELES COUNTY ASSESSOR'S OFFICE, AND POSSIBLE LEGAL ACTION BY THE LOS ANGELES CITY ATTORNEY'S OFFICE. A \$35 NSF FEE WILL BE ASSESSED ON ALL RETURNED ITEMS.

PAYMENTS VIA AN ELECTRONIC CARD (CREDIT/DEBIT) ARE SUBJECT TO A NON-REFUNDABLE 2.70% SERVICE FEE COLLECTED AND PROCESSED AS A SEPARATE TRANSACTION BY OUR THIRD PARTY PAYMENT PROCESSOR, ELAVON INC. RATE SUBJECT TO CHANGE BASED ON CREDIT/DEBIT INTERCHANGE RATES.

**INVOICE**



**CITY OF LOS ANGELES**



Return this portion with your payment.

Customer Number	Invoice Number	Date Printed
BR4930049	BC200000189	03-05-20
Customer Name		Date Due
L A CITY DEPT OF WATER AND POWER		04-19-20
Amount Due		Amount Enclosed
\$8,082.00		\$

Please write Invoice Number on check or money order.  
DO NOT MAIL CASH

Bill To:

Please make checks payable to: CITY OF LOS ANGELES, FIRE DEPT

Remit To:

L A CITY DEPT OF WATER AND POWER  
PO BOX 51111  
RM 1555 H  
LOS ANGELES CA 90051

CITY OF LOS ANGELES TREASURER  
PO BOX 845252  
LOS ANGELES CA 90084-5252