

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

May 29, 2012

BOARD OF FIRE COMMISSIONERS
FILE NO. 12-091

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: FIRST AMENDMENT TO THE 2011 AGREEMENT: APPROVAL OF WEED
AND REFUSE ABATEMENT CONTRACTORS FROM THE REQUEST FOR
QUALIFICATIONS NO. LAFD 2011-038-001

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 Withdrawn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

Recommendations: That the Board:

1. Approve the extension of the 2011 Agreement: Approval of Weed and Refuse Abatement Contractors from the Request for Qualifications No. LAFD 2011-038-001 (hereinafter referred to as the 2011 Agreement), as outlined in the First Amendment to cover the Fiscal Year 2012-13.
2. Direct the Commission Executive Assistant I to transmit the First Amendment to the 2011 Agreement to the Mayor and City Council for review and approval in accordance with Executive Directive No. 3.

Summary:

The ongoing effort to provide public safety through the enforcement of the Brush Clearance Ordinance requires the Brush Clearance Unit to inspect approximately 139,000 properties per year. On average, 800 to 1,200 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.

Findings:

The 2011 Agreement was with 16 companies that possessed both the skills and knowledge of what is required by the Fire Department. However, one contractor, C3, has not secured the required C-27 state license and his name has been removed from the Fire Department's eligible weed abatement contractors' list. Of the remaining 15 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).

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 2012-13 Contractors List

Attachment B: First Amendment to the 2011 Contractual Agreement

ATTACHMENT A

FISCAL YEAR 2012-13 CONTRACTORS LIST		
COMPANY'S LEGAL NAME	OWNERS NAME	CITY, STATE
AVALON LANDSCAPE, INC.	LUIS CADIZ	SHERMAN OAKS, CA
BRIAN T. WALSH DBA: BRAIN WALSH BRUSH CLEARANCE	BRIAN T. WALSH	LOS ANGELES, CA
EQUERY, INC., DBA: ECCONO TREE CARE	ORI ZAIRI	PACIFIC PALISADES, CA
GREEN LEAF G T H INC.	YOSEF SHALEV	VAN NUYS, CA
INTERNATIONAL ENVIRONMENTAL CORPORATION	HENRY CESPEDES	ARLETA, CA
MARIPOSA LANDSCAPES, INC.	TERRY NORIEGA	IRWINDALE, CA
OAKRIDGE LANDSCAPE, INC.	RICHARD DUNBAR	NORTH HILLS, CA
PAN AMERICAN BRUSH CLEARANCE, INC.	EDDIE MARTINEZ	N. HOLLYWOOD, CA
PEPO WEED ABATEMENT, INC.	MIKE PEPO	PALMDALE, CA
SILENT FIRE, INC.	COURTNEY KITE	PASADENA, CA
STEVEN W. RAPP DBA: SR LANDSCAPE	STEVEN RAPP	GLENDALE, CA
THRIFTY TREE SERVICE, INC.	DAVE AVIRAM	RESEDA, CA
MICHAEL R UNDERWOOD DBA: UNDERWOOD LANDSCAPE	MICHAEL R. UNDERWOOD	AGOURA HILLS, CA
VAN GOGH LANDSCAPING, LLC.	TONY TAMAYO	STUDIO CITY, CA
WASTE UNLIMITED INC.	SHANE FONE	SUNLAND, CA

ATTACHMENT B

**FIRST AMENDMENT TO AGREEMENT «CONTRACT»
BETWEEN
THE CITY OF LOS ANGELES
AND
«Company»
TO PROVIDE BURSH CLEARANCE, WEED AND/OR REFUSE ABATEMENT**

THIS FIRST 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, on improved and unimproved property within the city; and

WHEREAS, on July 1, 2011 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 parties agree to amend this Agreement to extend the term for one additional year; 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 1.A.2. - PARTIES TO THE AGREEMENT, REPRESENTATIVES AND NOTICE is amended to include the following:

- a. 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.

ARTICLE 2. – TERM THE AGREEMENT is amended as follows:

- A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2013, unless otherwise terminated by the DEPARTMENT as hereinafter provided in ARTICLE 12 – DISQUALIFICATION AND SUSPENSION, and ARTICLE 13 – TERMINATION of this AGREEMENT.

All other terms and conditions of the Agreement remain unchanged.

{Signature page to follow}

DRAFT

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: _____
BRIAN L. CUMMINGS
Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

CARMEN A. TRUTANICH, City Attorney

ATTEST:

JUNE LAGMAY, City Clerk

BY: _____
ANTHONY-PAUL DIAZ
Deputy 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