

June 18, 2013

# LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS  
FIRE CHIEF

June 18, 2013

BOARD OF FIRE COMMISSIONERS  
FILE NO. 13-074R

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: SECOND AMENDMENT TO THE 2011 BRUSH CONTRACTOR  
AGREEMENT

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 Withdrawn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 Agreement as outlined in the Second Amendment to cover the Fiscal Year 2013-14 (Attachment B).
2. Direct the Commission Executive Assistant II to transmit the Second 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 that the Brush Clearance Unit inspect approximately 146,000 properties per year. An average of 800 to 1,200 properties is 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, two contractor, C3 and Van Gogh Landscaping have been removed from the Fire Department eligible weed abatement contractors' list. The remaining 14 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, thousands of acres have been destroyed and numerous homes lost to wildfires. The Los Angeles Fire Department 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, Fire Prevention and Public Safety Bureau.

**Attachments:**

Attachment A: Fiscal Year 2013-14 Contractors List

Attachment B: Second Amendment to the 2011 Contractual Agreement

## ATTACHMENT A

FISCAL YEAR 2013-14 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
WASTE UNLIMITED INC.	SHANE FONE	SUNLAND, CA

# DRAFT

## ATTACHMENT B

### SECOND AMENDMENT TO CONTRACT «CONTRACT NO.» BETWEEN THE CITY OF LOS ANGELES AND «Company»

**THIS SECOND 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, 2011 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, 2013 and expire on June 30, 2014; and

- A. The term of this Agreement will commence on the date executed by all parties hereto and will terminate on June 30, 2014, 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. 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: \_\_\_\_\_  
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  
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