

LOS ANGELES FIRE DEPARTMENT



JAMES G. FEATHERSTONE
INTERIM FIRE CHIEF

May 30, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-055

TO: Board of Fire Commissioners

FROM: James G. Featherstone, Interim Fire Chief

SUBJECT: THIRD AMENDMENT TO THE 2011 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 Withdrawn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 that the Fire Department's Brush Clearance Unit inspect approximately 136,474 properties per year. On the 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.

RECOMMENDATIONS

That the Board:

1. Approval the extension of the Agreement as outlined in the Third Amendment to cover six months of the Fiscal Year 2014-15, on a month-to-month basis, while the Fire Department finalizes the new Request for Qualifications.
2. Direct the Commission Executive Assistant II to transmit the Third Amendment to the 2011 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 2013 Brush Clearance season, the Brush Clearance Unit inspected 136,474 parcels, issued 9,767 citations, and sent to contract for weed and refuse abatement 810 privately-owned and 487 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 2011 Agreement was with 16 companies that possessed both the skills and knowledge of what is required by the Fire Department. However, two contractors, C3 and Van Gogh Landscaping, have been removed from the Fire Department's 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 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, Bureau of Fire Prevention and Public Safety.

Attachments

Attachment A: 2014 Contractors List

Attachment B: Third Amendment to the 2011 Contractual Agreement

ATTACHMENT A

2014 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

ATTACHMENT B

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

THIS THIRD 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 CITY desired in a first amendment to exercise the first one-year extension, and extend the term of Agreement Number «CONTRACT» from July 1, 2012 up to, and including, June 30, 2013; and

WHEREAS, the CITY desired in a second amendment to exercise the second one-year extension, and extend the term of Agreement Number «CONTRACT» from July 1, 2013 up to, and including, June 30, 2014; and

WHEREAS, the CITY desires in a third amendment to extend the term of Agreement Number «CONTRACT» for up to six (6) additional months, on a month-to-month basis, from July 1, 2014 up to December 31, 2014; and

NOW THEREFORE, in consideration of the above premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ATTACHMENT B

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

A. Expiration of AGREEMENT

The term of this AGREEMENT will commence on the date executed by all parties hereto and will terminate on December 31, 2014, 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}

ATTACHMENT B

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: _____
JAMES G. FEATHERSTONE
Interim Fire Chief
Los Angeles Fire Department

APPROVED AS TO FORM:

MICHAEL N. FEUER, City Attorney

ATTEST:

HOLLY L. WOLCOTT, Interim 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»

ATTACHMENT B

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