



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401

P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN

January 8, 2008

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **APPROVAL OF CONTRACT FOR EUCALYPTUS TREE REMOVAL PROJECT (ALL DISTRICTS) (3-VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY OF  
THE CONSOLIDATED FIRE PROTECTION DISTRICT:**

1. Approve the Final Mitigated Negative Declaration (Attachment A) prepared for the "Whittier Hills Eucalyptus Fuel Reduction Project", find that it was prepared in compliance with the California Environmental Quality Act and reflects the independent judgment of your Board, and adopt the Mitigation Monitoring and Reporting Program for the project.
2. Approve and instruct the Chair to sign the contract (Attachment B) with Bradco Environmental, to undertake the vegetative fuel reduction project in Whittier Hills. This project will strategically remove 60 acres of eucalyptus trees from the City of Whittier owned property easterly and westerly of Colima Road, north of Mar Vista Street. The term of the contract, will commence the day of Board approval and end February 15, 2008, which is the last day that project work may take place due to required mitigation measures for the project.

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS	CALABASAS	DIAMOND BAR	HIDDEN HILLS	LA MIRADA	MALIBU	POMONA	SIGNAL HILL
ARTESIA	CARSON	DUARTE	HUNTINGTON PARK	LA PUENTE	MAYWOOD	RANCHO PALOS VERDES	SOUTH EL MONTE
AZUSA	CERRITOS	EL MONTE	INDUSTRY	LAKEWOOD	NORWALK	ROLLING HILLS	SOUTH GATE
BALDWIN PARK	CLAREMONT	GARDENA	INGLEWOOD	LANCASTER	PALMDALE	ROLLING HILLS ESTATES	TEMPLE CITY
BELL	COMMERCE	GLENORA	IRVINDALE	LAWNDALE	PALOS VERDES ESTATES	ROSEMEAD	WALNUT
BELL GARDENS	COVINA	HAWAIIAN GARDENS	LA CANADA FLINTRIDGE	LOMITA	PARAMOUNT	SAN DIMAS	WEST HOLLYWOOD
BELLFLOWER	CUDAHY	HAWTHORNE	LA HABRA	LYNWOOD	PICO RIVERA	SANTA CLARITA	WESTLAKE VILLAGE
BRADBURY							WHITTIER

3. Delegate authority to Fire Chief, or his designee, to amend, suspend and/or terminate the contract, if deemed necessary, in accordance with the approved contract terms and conditions.
4. Authorize contract expenditures not to exceed \$232,000, representing the \$193,000 submitted by Bradco Environmental and an additional twenty percent (20%), for unanticipated services as approved by the Fire Chief or his designee.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose for this recommended action is to enable the District to remove large-scale fire hazard Eucalyptus trees from the City of Whittier. The project is located within a designated Very High Fire Hazard Severity Zone. This designation is the highest fire hazard classification in the wildland/urban interface. This project will strategically remove the majority of eucalyptus trees from the City of Whittier property easterly and westerly of Colima Road, and north of Mar Vista Street. Groves of eucalyptus cover an estimated 80 to 100 acres within the project area. Eucalyptus trees are recognized as being an extremely flammable species in terms of foliage, litter, and embers produced. The property is owned by the City of Whittier, which is a member city of the Consolidated Fire Protection District. The City has consented to the Fire Department undertaking this project.

The area surrounding the project site is a single family residential development. A significant number of homes have construction features such as wood shake roofs, wood decks, un-boxed eaves etc., which makes them receptive to blowing embers from a wildland fire.

The reduction of hazardous eucalyptus trees and associated ember production, radiant heating and convective heating will protect life, property, and the environment in the event of a wildland fire in the Whittier Hills.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action is consistent with the County Strategic Plan Goals of Public Safety (Children and Families' Well Being) and Organizational Effectiveness. Implementing proactive fire prevention projects enhances public safety in fire-prone areas.

### **FISCAL IMPACT/FINANCING**

Funding for this project has been provided by the California Department of Forestry and Fire Protection (CAL FIRE) specifically for fire prevention activities, pursuant to the State of California legislation item 3540-001-001. The Fire District's 2007-08 Budget includes sufficient appropriation for this contract. There is no impact on net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

A town hall meeting was held at Parnell Park Community and Senior Center on October 23, 2006 to provide the opportunity for community and stakeholder input. The meeting was facilitated by the Los Angeles County Fire Department and included attendees from the City

of Whittier City Council, residents and regional agency stakeholders. Overall, the City and community is supportive of the project. The "*Whittier Hills Eucalyptus Fuel Reduction Project*" was then subject to a Mitigated Negative Declaration pursuant to the requirements of the California Environmental Quality Act.

These specialized technical services are required on a temporary basis. The vendor, Bradco Environmental Inc., is experienced and specializes in removing diseased and dying trees from mountainous/hilly terrain and has experience with removing large trees on tens of thousands of acres in forestry situations adjacent to residences in bark-beetle infested areas such as Lake Arrowhead, Big Bear and Idyllwild.

The Contract includes a provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the Contract when filling future vacancies. The Contract also requires that the Contractor consider hiring participants of the Greater Avenue for Independence (GAIN) and General Relief Opportunities for Work (GROW) programs.

The Contract requires compliance with the District's policy of compliance with the Community Business Enterprises Program (Attachment C), Child Support compliance Program, the Contractor's Responsibility and Debarment Program, and the Contractor agrees to maintain compliance with all other requirements throughout the term of the contract.

### **ENVIRONMENTAL DOCUMENTATION**

This project was determined to be subject to the California Environmental Quality Act. Following preparation of an initial study, a Mitigated Negative Declaration was prepared, SCH #2006111105, entitled "*Whittier Hills Eucalyptus Fuel Reduction Project*." Notification letters were sent to residents within 500 feet of the project boundary and to the State Clearinghouse. The State Clearinghouse circulated the Mitigated Negative Declaration to the State agencies including the California Department of Fish and Game, CAL FIRE, Native American Heritage Commission, and the Office of Historic Preservation.

There were no comments received from the State agencies. Comments received from the community were utilized to develop the Final Mitigated Negative Declaration and a companion Mitigation Monitoring Reporting Plan. The mitigation measures require that the work be completed no later than February 15, 2008, so as not to interfere with the bird nesting season. Accordingly, the contract provides that the contract work must be completed by that date.

### **CONTRACTING PROCESS**

On December 6, 2007, the District issued an Invitation for Bid (IFB) seeking highly qualified and experienced Contractors to conduct a vegetative fuels reduction project in Whittier Hills utilizing forestry equipment to remove eucalyptus trees. In addition to posting the announcement on the County's WebVen portal, advertisements were placed in four (4) local community newspapers. Eight proposals were received. Two were deemed non-responsive and six proposals were evaluated. Bradco Environmental was evaluated the lowest cost,

most responsible proposer and is recommended for award of contract, see attached price sheet (Attachment D). The recommended contractor has agreed to comply and adhere to all terms and conditions outlined in the Contract.

The District has reviewed the Better Business Bureau and the State's Business License websites to assess the proposed contractors past performance, negative experiences, and finds that the contractor does not have any current violations or complaints.

The local Small Business Enterprise (SBE) program's provisions were included in the IFB. Two (2) Proposers' were given the 5% credit; however their bids were not the lowest bids.

This contract will not include a Cost of Living Adjustment. All costs for the term of this contract are included in the proposer's bid.

On final analysis and consideration of an award, the contractor was selected for recommendation to your Board without regard to gender, race, color, creed or national origin.

### **IMPACTS ON CURRENT SERVICES**

The fuel and subsequent hazard reduction afforded by eucalyptus removal is beneficial to protecting life, property, and the environment. The capabilities of the County of Los Angeles Fire Department to effectively control wildland fires will thereby be increased.

### **CONCLUSION**

Upon execution by your Honorable Board, the District will need two (2) original certified copies of the adopted Board letter and Contract. It is requested that the Executive Office of the Board notify the District's Contract Administrator, Lucy Guadiana at (323) 838-2275 when the documents become available.

Respectfully Submitted,

  
P. MICHAEL FREEMAN

PMF:pv

Attachments

c: Chief Executive Office  
County Counsel  
Executive Office, Board of Supervisors

# Mitigated Negative Declaration and Initial Study

## FINAL MITIGATED NEGATIVE DECLARATION

### 1. Project Name and Description

#### Whittier Hills Eucalyptus Fuel Reduction Project.

The City of Whittier and the County of Los Angeles Fire Department recognize the potential threat of catastrophic wildfires burning in the Whittier Hills and surrounding lands. This project will strategically reduce the fuel load of eucalyptus and other non-native tree species from City of Whittier property easterly and westerly of Colima Road, north of Mar Vista Street. Groves of eucalyptus cover an estimated 80 to 100 acres within the project area. Eucalyptus trees are recognized as being an extremely flammable species in terms of foliage and litter produced. Their removal will increase fire safety for adjacent subdivisions as well as allow for suitable conditions for replanting the area with native species.

The project area has been delineated into Treatment Area 1 and Treatment Area 2 with Arroyo Pescadero as the dividing line. Treatment Area 1 is to the southeast of Arroyo Pescadero; Treatment Area 2 is to the northwest.

Trees which are removed will be chipped with an industrial tub grinder. Resulting chips will be utilized at a renewable energy generating plant. Live-wood retained for firewood shall be tarped with clear plastic to reduce favorable conditions for increasing populations of the Eucalyptus Longhorn Beetle, (*Phoracantha semipunctata* and *P. recurva*).

Nesting bird surveys were conducted to identify active nests and trees identified as nesting sites for raptors and other birds were identified. Tree removal is scheduled to occur between the dates of August 15 to February 15 in order to avoid impacts to nesting birds. If tree removal extends into the nesting season, identified nesting sites shall be avoided with a 200 foot radius exclusion zone.

Because the groves of eucalyptus provide a scenic vista, selected individuals will remain to provide screening for adjacent homes and streets. Areas cleared of non-native species will be re-planted with appropriate native species to restore natural habitat by the Puente Hills Landfill Native Habitat Authority (Habitat Authority), the land manager for the City of Whittier.

The reduction of hazardous eucalyptus and other non-native tree species and associated ember production, radiant heating and convective heating will reduce the likelihood for the loss of life, property and environmental damage during a wildland fire.

### 2. Location

Within the City of Whittier; easterly and westerly of Colima road and north of Mar Vista Street, Parcels 8138-032-901 and 8289-021-904.

### **3. Entity Undertaking Project**

Consolidated Fire Protection District of Los Angeles County  
5823 Rickenbacker Road, Room 123  
Commerce, California 90040  
323-890-4330  
Contact: Frank Vidales

### **4. Summary of CEQA Process**

A town hall meeting was held at Parnell Park Community and Senior Center on October 23, 2006 to provide the opportunity for community and stakeholder input. The meeting was facilitated by the Los Angeles County Fire Department and included attendees from the City of Whittier City Council, residents and regional agency stakeholders.

An Initial study and Mitigated Negative Declaration was prepared by the Forestry Division's Vegetation Management Unit with assistance from the City of Whittier's biologist, Amy Henderson. The Initial Study and Mitigated Negative Declaration document is dated 11/08/2006.

The Initial Study was sent to the State Clearinghouse (SCH) on 11/15/2006 and received identification of SCH #2006111105. Notification letters were sent to residents within 500 feet of the project boundary and to California Department of Fish and Game, CALFIRE, Native American Heritage Commission, and the Office of Historic Preservation on 01/12/2007.

Public input from the Town Hall meeting and from correspondence received back from one resident who had received the Residential Notification Letter indicated a concern for maintaining the screening and scenic vista from their homes afforded by tree cover. In addition, other concerns addressed in the Mitigated Negative Declaration that the responding homeowner was concerned about were wildlife habitat (e.g. hawks and owls), noise and glare.

The Initial Study identified those concerns and mitigation measures are addressed in the Initial Study/Mitigated Negative Declaration document. Specifically, trees are to be selectively removed in areas proximal to homes to maintain a visual buffer, provide shading and habitat. A forester from the Vegetation Management Unit has met with the concerned homeowner who had responded in a letter to address her property specifically. In addition, a raptor survey was prepared and those trees identified in the Raptor Report dated 07/18/2006 as having nests in them will be preserved and a 200-foot buffer of trees will be left standing. Other protection measures including removing trees outside of nesting season will be followed.

## **5. Findings and Conclusions**

Questions regarding this Mitigated Negative Declaration may be addressed to, and a copy of the Initial Study, Mitigated Negative Declaration and other related documents may be obtained from:

County of Los Angeles Fire Department, Forestry Division  
5823 Rickenbacker Road, Room 123  
Commerce, California 90040  
323-890-4330  
Contact: Frank Vidales

Pursuant to Section 21082.1 of the California Environmental Quality Act (CEQA), the Consolidated Fire Protection District of Los Angeles County has independently reviewed and analyzed the Mitigated Negative Declaration for the project. The Consolidated Fire Protection District of Los Angeles County finds that all conditions and mitigations contained in the Mitigated Negative Declaration will be implemented.



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## **Appendices**

- A. Whittier Hills Project Vicinity Map
- B. Correspondence with State Clearinghouse
- C. December 12, 2006 Letter from Native American Heritage Commission, Dave Singleton
- D. December 20, 2006 Letter from State Clearinghouse, Terry Roberts
- E. December 22, 2006 Letter from State Clearinghouse, Terry Roberts
- F. July 19, 2007 Comment Letter from Ms. Elizabeth B. Ellis
- G. Raptor Nest Report, July 12, 2006, Prepared by Peter Bloom and Scott Thomas

**APPENDIX G**  
**Environmental Checklist Form**

1. **Project title:**  
Whittier Hills Eucalyptus Fuel Reduction Project
2. **Lead agency name and address:**  
County of Los Angeles Fire Department  
Forestry Division  
5823 Rickenbacker Road, Room 123  
Commerce, CA 90040
3. **Contact person and phone number:**  
Frank Vidales, Assistant Chief, Forestry Division (323) 890-4330  
Tom Bristow, Deputy Forester, Vegetation Management Unit (818) 890-5720
4. **Project location:**  
The Whittier Hills Eucalyptus Fuel Reduction Project is located in the southeastern portion of Los Angeles County and surrounded by the City of Whittier, the City of La Habra Heights and the City of Hacienda Heights  
Whittier Quad Map T2S, R11W, Sec. 22, 23, 25, 26, 27 S.B.B.M.
5. **Project sponsor's name and address:**  
Puente Hills Landfill Native Habitat Preservation Authority  
Andrea Gullo, Executive Director  
Amy Henderson, Ecologist  
7702 Washington Avenue, Suite C  
Whittier, CA 90602
6. **General plan designation:**
7. **Zoning:**  
010v Vacant, Residential Land      320v Vacant, Industrial Land;  
8300 Misc, Petroleum, Gas      8800 Gov, Misc  
880v Vacant, Government Land
8. **Description of project:** *(Describe the whole action involved, including but not limited to later phases of the project, and any secondary, support, or off-site features necessary for its implementation. Attach additional sheets if necessary.)*

The City of Whittier and the County of Los Angeles Fire Department recognize the potential threat of catastrophic wildfires burning in the Whittier Hills and surrounding lands. This project will strategically reduce the fuel load of eucalyptus and other non-native tree species from City of Whittier property easterly and westerly of Colima Road, north of Mar Vista Street. Groves of eucalyptus cover an estimated 80 to 100 acres within the project area. Eucalyptus trees are recognized as being an extremely flammable species in terms of foliage and litter produced. Their removal will increase fire safety for adjacent subdivisions as well as allow for suitable conditions

for replanting the area with native species.

The project area has been delineated into Treatment Area 1 and Treatment Area 2 with Arroyo Pescadero as the dividing line. Treatment Area 1 is to the southeast of Arroyo Pescadero; Treatment Area 2 is to the northwest. For the winter of 2006 through spring of 2007, the proposed treatment is to remove 50 acres of eucalyptus and other non-native trees. In addition, goats will be utilized to browse 150 acres within Treatment Area 1 and 2.

Contingent upon funding from the California Department of Forestry for the next fiscal year, Treatment Area 2 proposes to remove eucalyptus and other non-native trees from Treatment Area 2 and browse goats within Treatment Area 1 and 2 in the fall/winter of 2007 through spring of 2008.

Trees which are removed will be chipped with an industrial tub grinder. Resulting chips will be utilized at a renewable energy generating plant. Chips that may remain on site shall be at a depth no greater than 2 inches. Wood retained for firewood shall be tarped with clear plastic to reduce favorable conditions for increasing populations of the Eucalyptus Longhorn Beetle, (*Phoracantha semipunctata* and *P. recurva*).

Nesting bird surveys will be conducted to identify active nests and trees identified as nesting sites for raptors and other birds will be marked. Tree removal is planned to occur between the dates of August 15 to February 15 in order to avoid impacts to nesting birds. If tree removal extends into the nesting season, identified nesting sites shall be avoided with a 200 foot radius exclusion zone.

Because the groves of eucalyptus provide a scenic vista, selected individuals will remain to provide screening for adjacent homes and streets. Areas cleared of non-native species will be re-planted with appropriate native species to restore natural habitat by the Puente Hills Landfill Native Habitat Authority (Habitat Authority), the land manager for the City of Whittier.

The impacts of goat browsing will be monitored by the Puente Hills Landfill Native Habitat Preservation Authority Ecologist and County of Los Angeles Fire Department Forester.

The reduction of hazardous eucalyptus and other non-native tree species and associated ember production, radiant heating and convective heating will reduce the likelihood for the loss of life, property and environmental damage during a wildland fire.

9. **Surrounding land uses and setting: Briefly describe the project's surroundings:**

The overall project area is approximately 200 acres and contains mostly 30 year old chaparral and hundreds of Eucalyptus and other tree and plant species in the configuration of Fuel Model 1 (10%), Fuel Model 5 (30%) Fuel Model 10 (30%) and Fuel Model 6 (30%).

The project is located within a Very High Fire Hazard Severity Zone (Bates Bill AB337-1992). This designation is the highest fire hazard classification in the wildland/urban interface.

The property is managed as open space in perpetuity for wildlife and plants by the Habitat Authority. The area also has recreational opportunities with the Arroyo Pescadero two-mile loop trail. Areas to the north, south and west contain single family residential development. (see map) A significant number of homes have construction features such as wood shake roofs, wood decks,

un-boxed eaves etc. which make them receptive to blowing embers of a wildland fire. In addition, ornamental landscaping may help carry fire to structures.

10. **Other public agencies whose approval is required** (e.g., permits, financing approval, or participation agreement.)  
None

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |                                     |                               |                                     |                                    |                          |                        |
|-------------------------------------|-------------------------------|-------------------------------------|------------------------------------|--------------------------|------------------------|
| <input checked="" type="checkbox"/> | Aesthetics                    | <input type="checkbox"/>            | Agriculture Resources              | <input type="checkbox"/> | Air Quality            |
| <input checked="" type="checkbox"/> | Biological Resources          | <input type="checkbox"/>            | Cultural Resources                 | <input type="checkbox"/> | Geology /Soils         |
| <input type="checkbox"/>            | Hazards & Hazardous Materials | <input type="checkbox"/>            | Hydrology / Water Quality          | <input type="checkbox"/> | Land Use / Planning    |
| <input type="checkbox"/>            | Mineral Resources             | <input checked="" type="checkbox"/> | Noise                              | <input type="checkbox"/> | Population / Housing   |
| <input type="checkbox"/>            | Public Services               | <input type="checkbox"/>            | Recreation                         | <input type="checkbox"/> | Transportation/Traffic |
| <input type="checkbox"/>            | Utilities / Service Systems   | <input type="checkbox"/>            | Mandatory Findings of Significance |                          |                        |

**DETERMINATION:** (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment,

because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

*Frank Niddler*

*11/15/06*

Signature

Date

Signature

Date

#### EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
  - a) Earlier Analysis Used. Identify and state where they are available for review.
  - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

- c) **Mitigation Measures.** For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) **Supporting Information Sources:** A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
  - a) the significance criteria or threshold, if any, used to evaluate each question; and
  - b) the mitigation measure identified, if any, to reduce the impact to less than significance

**SAMPLE QUESTION**

Issues:

	<b>Potentially Significant Impact</b>	<b>Less Than Significant with Mitigation Incorporation</b>	<b>Less Than Significant Impact</b>	<b>No Impact</b>
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**I. AESTHETICS**

Would the project:

a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources (including but not limited to trees, rock outcroppings, and historic buildings) within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*The project area is not recognized as a scenic vista; however, eucalyptus trees provide screening. Selected trees will remain to provide screening and aesthetic accents from the perspective of homeowners and motorists.*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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**II. AGRICULTURE RESOURCES**

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

Would the project:

- |  |                          |                          |                          |                                     |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**III. AIR QUALITY**

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Conflict with or obstruct implementation of the applicable air quality plan?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Expose sensitive receptors to substantial pollutant concentrations?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Create objectionable odors affecting a substantial number of people?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

*The forestry equipment to be used in the project, (e.g. tub grinder and track chipper) are registered under the California Air Resources Board (CARB) Portable Equipment Registration Program (PERP). They are subject to regulation by the South Coast Air Quality Management District (AQMD). The project is not expected to have a*

Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*negative effect on air quality in terms of diesel engine outputs or particulates resulting from chipping or grinding.*

**IV. BIOLOGICAL RESOURCES**

Would the project:

a) Have a substantial adverse effect (either directly or through habitat modifications) on any species identified as a candidate, sensitive or special status species in 1.) local or regional plans, policies or regulations, 2.) by the California Department of Fish and Game 3). by the U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Removal of trees will not have an effect on the movement of wildlife. A survey of raptor nesting sites was conducted by Bloom Biological, Inc. to locate nests. A report dated July 12, 2006 was produced summarizing the result of the raptor nest survey. Recommended protection measures on page 6 of that report will be applied. Specifically, four marked trees with nests will be excluded from removal and work will be done between August 15 to February 15. An approximately 200-foot buffer area of eucalyptus will remain around the known nest sites to protect the raptors, nests, and fledglings from wind, direct sun, etc.*



Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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*Bat surveys were conducted by the Habitat Authority within eucalyptus to see if there were any bats utilizing the trees as roosts. No evidence was found that eucalyptus are currently being utilized by any bat species.*

*There will likely be a positive effect on the willow-mulefat vegetation community due to increased water yields from tree removals. The removal of eucalyptus and other non-native trees will be beneficial to the overall goals of the City of Whittier in maintaining natural habitats.*

**V. CULTURAL RESOURCES**

Would the project:

a) Cause a substantial adverse change in the significance of a historical resource as defined in '15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to '15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*LSA, a consultant hired by the Habitat Authority, performed a cultural resources assessment to document and evaluate historical resources as part of their Resource Management Plan. The archaeological resources assessment consisted of a records search and field survey (September 21 to September 27, 2004) component. The records search was conducted at the South Central Coastal Information Center (SCCIC), located at California State University, Fullerton. This included a review of all recorded historic and prehistoric archaeological sites, as well as a review of known cultural resource survey and excavation reports within a one-half-mile radius of the project area. In addition, the SCCIC examined the National Register and documents and inventories from the California Office of Historic Preservation, including the lists of California Historical Landmarks, California Points of Historical Interest, listing of National Register Properties, and the Inventory of Historic Structures. The Historical Landmarks of Los Angeles County was also consulted, as was as was the Whittier museum.*

*The results of the records search indicate that there are 12 archaeological resources recorded within one-half mile of the project area, although no cultural resources have been recorded within the Preserve itself. No properties are listed on the National Register, California Register, California Historical Landmarks, California Points of Historical Interest, or Historic Properties Directory within one-half mile of the circuit. Twenty-five cultural resource surveys and/or reports have been completed within one-half mile of the project area.*

*During the course of the field survey conducted by consulting archaeologists, nine historic cultural resources determined to be over 50 years old and two isolated prehistoric cultural resources were discovered. The project area encompasses the Historic Whittier Oil Field, which has been dismantled; however, significant ancillary features such as roads, markers, and well pads remain. Additional research into the significance of the existing eucalyptus trees was performed by LSA per the Habitat Authority's request. The eucalyptus trees are not considered to be historically significant. Removal of eucalyptus sand/or other non-native trees will have no impact on archaeological resources. Any artifacts encountered during project operations will be recorded and*

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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avoided.

**VI. GEOLOGY AND SOILS**

Would the project:

a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Removal of eucalyptus and other non-native trees is not expected to have an adverse impact on soil erosion. Remnant root systems will maintain a knitting effect during the time in which pioneering species repopulate removal areas or replanting occurs.*

**VII. HAZARDS AND HAZARDOUS MATERIALS**

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**VIII. HYDROLOGY AND WATER QUALITY**

Would the project:

a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**IX. LAND USE AND PLANNING**

Would the project:

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### X. MINERAL RESOURCES

Would the project:

a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

#### XI. NOISE

Would the project result in:

a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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airport, would the project expose people residing or working in the project area to excessive noise levels?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?

*An increased amount of noise is expected with tree removals by chainsaws and heavy equipment. Noise is also attendant with use of a tub grinder. Removal and tub grinding operations will be in accordance with time constraints of the local Building and Safety to mitigate the inconvenience of the increased noise level. In addition, tub grinding operations will be centered in areas distal to homes as much as possible. The noise generated by the use of chainsaws and tub grinding is estimated to be 110 decibels at the source. It is estimated that tree removals may be accomplished over 9 days of work, over the course of 3 weeks.*

**XII. POPULATION AND HOUSING**

Would the project:

a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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**XIII. PUBLIC SERVICES**

a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

Fire protection?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Police protection?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XIV. RECREATION**

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?
- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XV. TRANSPORTATION/TRAFFIC**

Would the project:

- a) Cause an increase in traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections
- b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?
- c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?
- d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?
- e) Result in inadequate emergency access?
- f) Result in inadequate parking capacity?

<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVI. UTILITIES AND SERVICE SYSTEMS**

Would the project:

a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project=s projected demand in addition to the provider=s existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill with sufficient permitted capacity to accommodate the projects solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**XVII. MANDATORY FINDINGS OF SIGNIFICANCE**

a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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	Potentially Significant Impact	Less Than Significant with Mitigation Incorporation	Less Than Significant Impact	No Impact
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restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

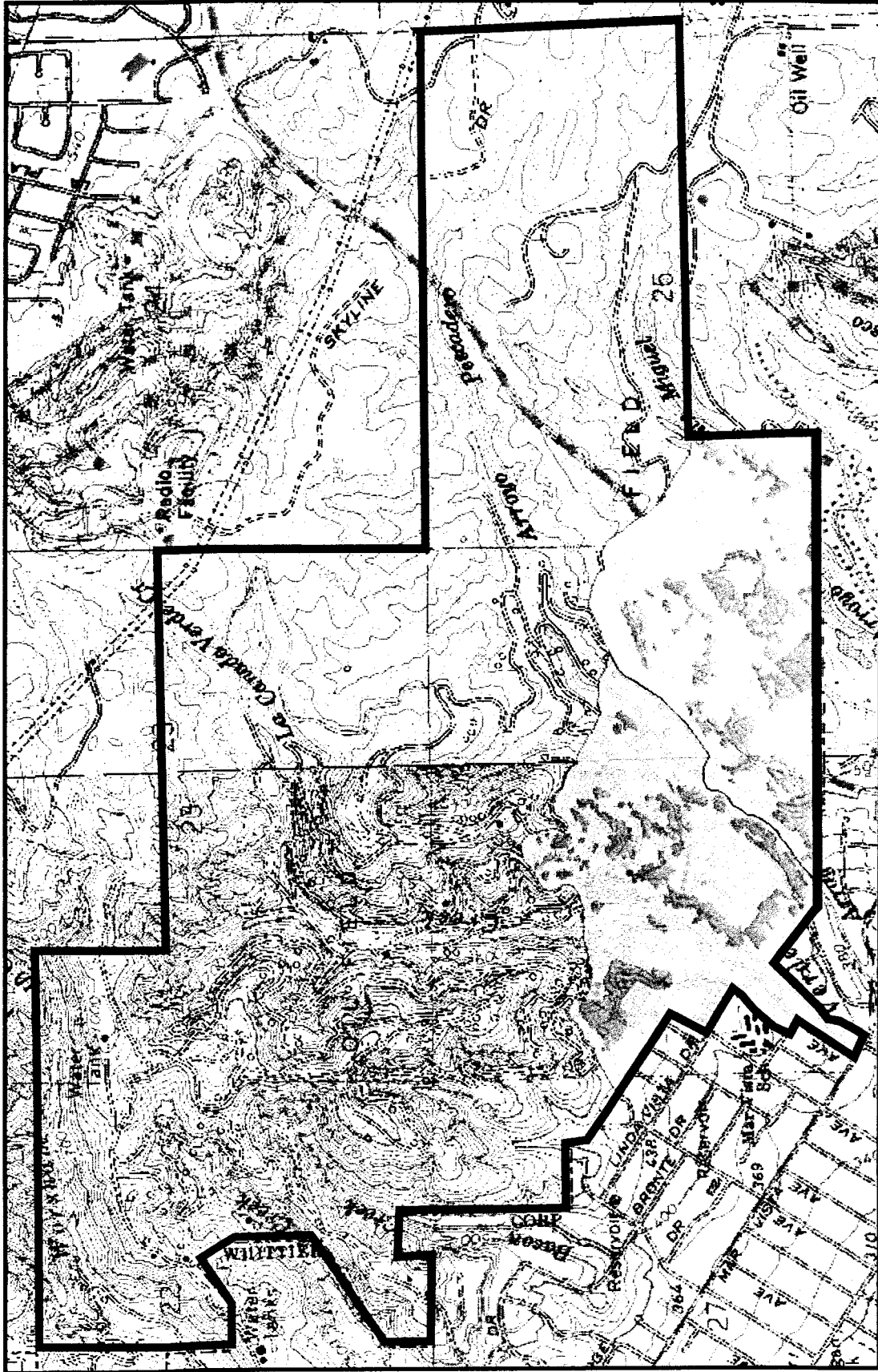
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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b) Does the project have impacts that are individually limited, but cumulatively considerable? (*"Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects*)?





<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

# Whittier Hills Project Treatment Area Map



**Legend**

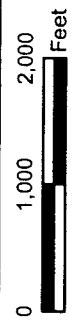
-  Whittier Hills Project Area (1,396 Acres)
-  Eucalyptus Trees
-  Management Zone 1 (148 Acres)
-  Management Zone 2 (153 Acres)

# WHITTIER HILLS PROJECT

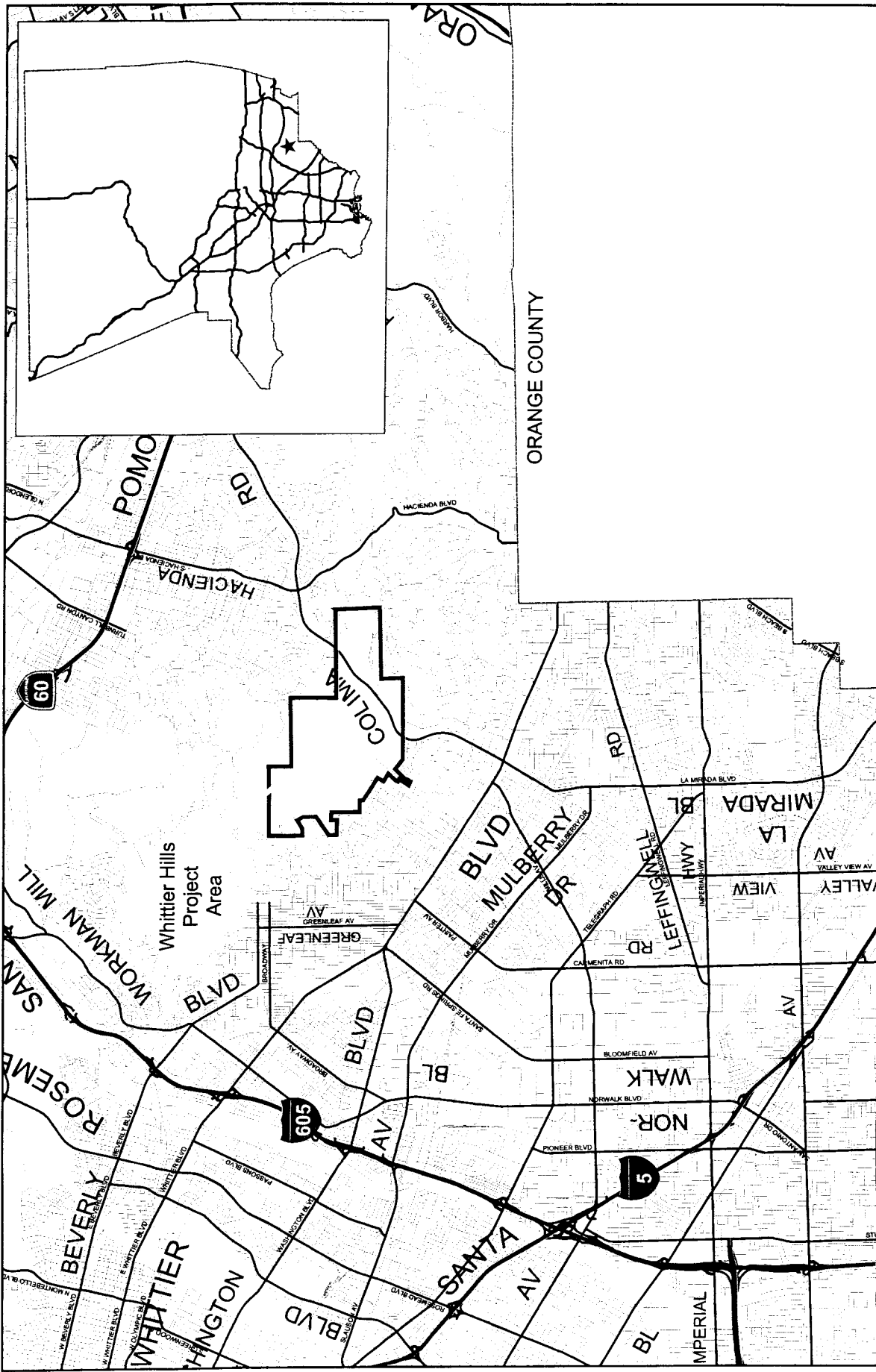
## Treatment Area Map




Michael Fleahere  
 Fire Plan Unit  
 Forestry Division  
 Fire Department  
 City of Los Angeles  
 0013016  
 1430 NS  
 TS 2005 707 H-1  
 Source: FPU #16-890-5783  
 Created in ArcGIS 9 using ArcMap  
 North American Datum, 82



# Whittier Hills Project Vicinity Map

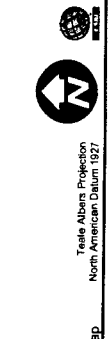


**Legend**  
 Project Area (1,396 Acres)

# WHITTIER HILLS PROJECT

## Vicinity Map

Michael Fleisher  
 Fire Plan Unit  
 Forestry Division  
 Fire Department  
 County of Los Angeles  
 05/22/06  
 0900 hrs  
 TB 2005 707 H-1  
 Source: FPU 818-890-5763  
 Created in ArcGIS 9 using ArcMap



Teale Albans Projection  
 North American Datum 1927

# Mitigation Monitoring and Reporting Program

**WHITTIER HILLS EUCALYPTUS FUEL REDUCTION PROJECT  
MITIGATION MONITORING AND REPORTING PROGRAM**

This Mitigation and Monitoring Reporting Program (MMRP) has been formulated based upon the findings of the Mitigated Negative Declaration (MND) prepared for the Whittier Hills Eucalyptus Fuel Reduction Project. The MMRP lists mitigation measures recommended in the MND for the proposed project and identifies mitigation monitoring requirements. This MMRP has been prepared to comply with the requirements of state law (Public Resources Code Section 21081.6). State law requires the adoption of an MMRP when mitigation measures are required to avoid significant impacts. The MMRP is intended to ensure compliance during implementation of the project. Responsibility for ensuring successful implementation of the MMRP lies with the County of Los Angeles Fire Department, the lead agency for the project under CEQA.

The MMRP is organized in a matrix. The first column identifies the mitigation measure. Included with each mitigation measure is a short summary of the specific action needed to fulfill the mitigation measure as well as the milestone date and the agency/agencies responsible for mitigation monitoring.

<b>Mitigation Measures</b>	<b>Specific Action</b>	<b>Mitigation Milestone</b>	<b>Responsible Monitoring Party</b>
<b>Aesthetics</b>			
<b>Mitigation Measure AES 1</b>			
Selected trees will remain to provide screening and aesthetic accents from the perspective of homeowners and motorists.	Consult with concerned homeowners to determine specific tree preservations.	Before and during tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	Foresters will be present during tree removals and mark trees to be retained.	During tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit

<b>Biological Resources</b>			
<b>Mitigation Measure BIO1</b>	<b>Specific Action</b>	<b>Mitigation Milestone</b>	<b>Responsible Monitoring Party</b>
Protect birds, nests and habitat	Protect four trees previously identified as hosting nests by leaving a 200-foot buffer of trees.	Before tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	Identify trees used by raptors as nesting sites.	Before and during tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	For all trees containing nests, leave a 200-foot buffer of trees.	Before and during tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	Conduct tree removals outside of nesting season, February 15 to August 15.	Before tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	Monitoring of raptor population as tree removal and restoration progresses.	During and after tree removal	Puente Hills Landfill Native Habitat Preservation Authority



	Native species of plants will be planted to restore the natural habitat after trees are removed.	After tree removal	Puente Hills Landfill Native Habitat Preservation Authority
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<b>Cultural Resources</b>			
<b>Mitigation Measure CUL1</b>	<b>Specific Action</b>	<b>Mitigation Milestone</b>	<b>Responsible Monitoring Party</b>
Protect any historic and archaeological resources encountered on site.	If any paleontological resources are encountered during the project, work within 25 feet of the discovery shall cease and the discovery assessed by a qualified paleontologist to recommend appropriate mitigation measures pursuant to guidelines established by the Society of Vertebrate Paleontology and a standard Paleontological Resource Impact Mitigation Program for treatment of the resources will be developed and followed.	Before and during tree removal activities.	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	Consult a qualified archaeologist if unknown historical or archaeological resources are discovered.	During tree removal activities.	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	If human remains are encountered, work within 25 feet of the discovery shall cease and the County Coroner notified immediately. At the same time, an archaeologist shall be notified to evaluate the situation. Project personnel shall not collect or move any human remains and/or associated materials. If human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of identification. The Native American Heritage Commission will	During tree removal activities.	Habitat Authority, County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit

	<p>identify a Native American Most Likely Descendant (MLD) to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods. Upon completion of the evaluation, a report shall be prepared documenting the methods and results, as well as recommendations for treatment of human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the Habitat Authority, the Los Angeles County Fire Department and the South Central Coastal Information Center, as required by law.</p>		
<b>Noise</b>			
<b>Mitigation Measure NOI1</b>	<b>Specific Action</b>	<b>Mitigation Milestone</b>	<b>Responsible Monitoring Party</b>
Minimize noise impacts from the project activities including tree felling, tub grinding, transportation etc.	Removal and tub grinding operations will be in accordance with time constraints of the local Building and Safety.	During tree removal activities	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
	Conduct tub grinding and other sound generating activities as far away from residential housing as practical.	During tree removal activities	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit

	Consult with concerned homeowners to determine specific tree preservations to provide for sound buffering	Before and during tree removals	County of Los Angeles Fire Department, Forestry Division, Vegetation Management Unit
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## Correspondence with State Clearing House

*Chron*



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294

(323) 890-4330

P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN  
November 15, 2006

Scott Morgan, Deputy Director  
Governor's Office of Planning and Research  
State Clearinghouse  
P.O. Box 3044  
Sacramento, CA 95812-3044

Dear Mr. Morgan:

### WHITTIER HILLS EUCALYPTUS FUEL REDUCTION PROJECT

Enclosed are fifteen (15) copies of a Mitigated Negative Declaration, Notice of Determination, and Notice of Completion for the Whittier Hills Eucalyptus Fuel Reduction Project.

Should you have any questions regarding this project, please contact Assistant Chief, Forestry Frank Vidales at (323) 890-4330.

Very truly yours,

DAVID R. LEININGER, CHIEF, FORESTRY DIVISION  
PREVENTION SERVICES BUREAU

enclosures

DLR:cm

bc: ERU, VMP

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

- |            |           |                  |                      |           |                      |                       |                  |
|------------|-----------|------------------|----------------------|-----------|----------------------|-----------------------|------------------|
| OURA HILLS | BRADBURY  | CUDAHY           | HAWTHORNE            | LA MIRADA | MALIBU               | POMONA                | SIGNAL HILL      |
| TESIA      | CALABASAS | DIAMOND BAR      | HIDDEN HILLS         | LA PUENTE | MAYWOOD              | RANCHO PALOS VERDES   | SOUTH EL MONTE   |
| USA        | CARSON    | DUARTE           | HUNTINGTON PARK      | LAKESWOOD | NORWALK              | ROLLING HILLS         | SOUTH GATE       |
| LDWIN PARK | CERRITOS  | EL MONTE         | INDUSTRY             | LANCASTER | PALMDALE             | ROLLING HILLS ESTATES | TEMPLE CITY      |
| .L         | CLAREMONT | GARDENA          | INGLEWOOD            | LAWNDALE  | PALOS VERDES ESTATES | ROSEMEAD              | WALNUT           |
| .L GARDENS | COMMERCE  | GLENDORA         | IRWINDALE            | LOMITA    | PARAMOUNT            | SAN DIMAS             | WEST HOLLYWOOD   |
| .L FLOWER  | COVINA    | HAWAIIAN GARDENS | LA CANADA-FLINTRIDGE | LYNWOOD   | PICO RIVERA          | SANTA CLARITA         | WESTLAKE VILLAGE |
|            |           |                  | LA HABRA             |           |                      |                       | WHITTIER         |



# COUNTY OF LOS ANGELES

## FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294

(323) 890-4330

P. MICHAEL FREEMAN  
FIRE CHIEF  
FORESTER & FIRE WARDEN

January 12, 2007

### NOTICE OF CONSULTATION WHITTIER HILLS EUCALYPTUS FUEL REDUCTION PROJECT STATE CLEARINGHOUSE #2006111105

Dear Resident:

The County of Los Angeles Fire Department is reviewing environmental information for the project identified above. You have received this Notice of Consultation because you are within 500 feet of the project area property line. A preliminary determination indicates that a Mitigated Negative Declaration is required. The Mitigated Negative Declaration is available for your review at the following locations:

Whittier Public Library  
7344 Washington Avenue  
Whittier, CA 90602

Friends of the Whittier Public Library  
6703 Comstock Avenue  
Whittier, CA 90602

It is requested that you review the project and provide comments on any potential environmental effects. In order for our Department to comply with State-mandated time limits, it is requested that you respond within thirty (30) calendar days from the date of this letter. If no response is received by that date, it will be assumed that you have no comments.

If you have any questions regarding this matter, please contact Assistant Chief, Forestry, Frank Vidales at (323) 890-4330.

Very truly yours,

DAVID R. LEININGER, CHIEF  
FORESTRY DIVISION  
PREVENTION SERVICES BUREAU  
DRL:es

#### SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER

BRADBURY  
CALABASAS  
CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA

CUDAHY  
DIAMOND BAR  
DUARTE  
EL MONTE  
GARDENA  
GLENORA  
HAWAIIAN GARDENS

HAWTHORNE  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY  
INGLEWOOD  
IRWINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA

LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER  
LAWNDALE  
LOMITA  
LYNWOOD

MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT  
PICO RIVERA

POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

Form A  
Notice of Completion & Environmental Document Transmittal

SCH # \_\_\_\_\_

Mail to: State Clearinghouse, P. O. Box 3044, Sacramento, CA 95812-3044 (916) 445-0613  
For Hand Delivery/Street Address: 1400 Tenth Street, Sacramento, CA 95814

Project Title: Whittier Hills Eucalyptus Fuel Reduction Project

Lead Agency: County of Los Angeles Fire Department Contact Person: Frank Vidales  
Mailing Address: 5823 Rickenbacker Road, Room 123 Phone: (323) 890-4330  
City: Commerce, Ca Zip: 90040 County: Los Angeles

Project Location:

County: Los Angeles County City/Nearest Community: City of Whittier Total Acres: 80 to 100  
Cross Streets: Colima Road, Mar Vista Street in the City of Whittier Zip Code: 90602  
Assessor's Parcel No. 8138-032-901,8289-021-904 Section: 22, 23, 25, 26, 27 Twp. T South Range: 11 West Base: S.B.B.M.  
Within 2 Miles: State Hwy #: 60 Fwy (3 miles) Waterways: None  
Airports: None Railways: None Schools: E. Whittier ES, Ocean View ES, La Serna

Document Type:

- CEQA:  NOP  Draft EIR NEPA:  NOI Other:  Joint Document  
 Early Cons  Supplement to EIR (Note prior SCH # below)  EA  Final Document  
 Neg Dec  Subsequent EIR (Note prior SCH # below)  Draft EIS  Other  
 Mit Neg Dec  Other  FONSI

Local Action Type:

- General Plan Update  Specific Plan  Rezone  Annexation  
 General Plan Amendment  Master Plan  Prezone  Redevelopment  
 General Plan Element  Planned Unit Development  Use Permit  Coastal Permit  
 Community Plan  Site Plan  Land Division (Subdivision, etc.)  Other

Development Type:

- Residential: Units \_\_\_\_\_ Acres \_\_\_\_\_  Water Facilities: Type \_\_\_\_\_ MGD \_\_\_\_\_  
 Office: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Transportation: Type \_\_\_\_\_  
 Commercial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Mining: Mineral \_\_\_\_\_  
 Industrial: Sq.ft. \_\_\_\_\_ Acres \_\_\_\_\_ Employees \_\_\_\_\_  Power: Type \_\_\_\_\_ MW \_\_\_\_\_  
 Educational  Waste Treatment: Type \_\_\_\_\_ MGD \_\_\_\_\_  
 Recreational  Hazardous Waste: Type \_\_\_\_\_  
 Other: \_\_\_\_\_

Project Issues Discussed in Document:

- Aesthetic/Visual  Fiscal  Recreation/Parks  Vegetation  
 Agricultural Land  Flood Plain/Flooding  Schools/Universities  Water Quality  
 Air Quality  Forest Land/Fire Hazard  Septic Systems  Water Supply/Groundwater  
 Archeological/Historical  Geologic/Seismic  Sewer Capacity  Wetland/Riparian  
 Biological Resources  Minerals  Soil Erosion/Compaction/Grading  Growth Inducement  
 Coastal Zone  Noise  Solid Waste  Land Use  
 Drainage/Absorption  Population/Housing Balance  Toxic/Hazardous  Cumulative Effects  
 Economic/Jobs  Public Services/Facilities  Traffic/Circulation  Other

Present Land Use/Zoning/General Plan Designation:

010 v Vacant Residential Land; 320v Vacant Industrial Land, 8300 Misc, Petroleum, Gas; 8800 Gov, Misc; 880v Vacant, Government Land,.

Project Description: (please use a separate page if necessary)

Please see the attached page

**Reviewing Agencies Checklist**

continued

Lead Agencies may recommend State Clearinghouse distribution by marking agencies below with and "X". If you have already sent your document to the agency please denote that with an "S".

- |   |   |
|---|---|
| <input type="checkbox"/> Air Resources Board                            | <input type="checkbox"/> Office of Emergency Services                                   |
| <input type="checkbox"/> Boating & Waterways, Department of             | <input checked="" type="checkbox"/> Office of Historic Preservation                     |
| <input type="checkbox"/> California Highway Patrol                      | <input type="checkbox"/> Parks & Recreation   |
| <input type="checkbox"/> Caltrans District # _____                      | <input type="checkbox"/> Pesticide Regulation, Department of                            |
| <input type="checkbox"/> Caltrans Division of Aeronautics               | <input type="checkbox"/> Public Utilities Commission                                    |
| <input type="checkbox"/> Caltrans Planning                              | <input type="checkbox"/> Reclamation Board  |
| <input type="checkbox"/> Coachella Valley Mountains Conservancy         | <input type="checkbox"/> Regional WQCB # _____  |
| <input type="checkbox"/> Coastal Commission                             | <input type="checkbox"/> Resources Agency   |
| <input type="checkbox"/> Colorado River Board Commission                | <input type="checkbox"/> S.F. Bay Conservation & Development Commission                 |
| <input type="checkbox"/> Conservation, Department of                    | <input type="checkbox"/> San Gabriel & Lower Los Angeles Rivers & Mountains Conservancy |
| <input type="checkbox"/> Corrections, Department of                     | <input type="checkbox"/> San Joaquin River Conservancy                                  |
| <input type="checkbox"/> Delta Protection Commission                    | <input type="checkbox"/> Santa Monica Mountains Conservancy                             |
| <input type="checkbox"/> Education, Department of                       | <input type="checkbox"/> State Lands Commission   |
| <input type="checkbox"/> Office of Public School Construction           | <input type="checkbox"/> SWRCB: Clean Water Grants                                      |
| <input type="checkbox"/> Energy Commission                              | <input type="checkbox"/> SWRCB: Water Quality   |
| <input checked="" type="checkbox"/> Fish & Game Region # _____          | <input type="checkbox"/> SWRCB: Water Rights  |
| <input type="checkbox"/> Food & Agriculture, Department of              | <input type="checkbox"/> Tahoe Regional Planning Agency                                 |
| <input checked="" type="checkbox"/> Forestry & Fire Protection          | <input type="checkbox"/> Toxic Substances Control, Department of                        |
| <input type="checkbox"/> General Services, Department of                | <input type="checkbox"/> Water Resources, Department of                                 |
| <input type="checkbox"/> Health Services, Department of                 | <input type="checkbox"/> Other _____  |
| <input type="checkbox"/> Housing & Community Development                | <input type="checkbox"/> Other _____  |
| <input type="checkbox"/> Integrated Waste Management Board              |   |
| <input checked="" type="checkbox"/> Native American Heritage Commission |   |

**Local Public Review Period (to be filled in by lead agency)**

Starting Date \_\_\_\_\_ Ending Date \_\_\_\_\_

**Lead Agency (Complete if applicable):** \_\_\_\_\_ **Applicant:** County of Los Angeles Fire Department

Consulting Firm: Not Applicable Address: 5823 Rickenbacker Road

Address: \_\_\_\_\_ City/State/Zip: Commerce, CA 90040

City/State/Zip: \_\_\_\_\_ Phone: ( 323 ) 890-4330

Contact: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_

Signature of Lead Agency Representative David R. Lueger Date 11/15/06



**Form A**

**Notice of Completion & Environmental Document Transmittal**

**Project Description:**

The City of Whittier and the County of Los Angeles Fire Department recognize the potential threat of catastrophic wildfires burning in the Whittier Hills and surrounding lands. This project will strategically reduce the fuel load of eucalyptus and other non-native tree species from City of Whittier property easterly and westerly of Colima Road, north of Mar Vista Street. Groves of eucalyptus cover an estimated 80 to 100 acres within the project area. Eucalyptus trees are recognized as being an extremely flammable species in terms of foliage and litter produced. Their removal will increase fire safety for adjacent subdivisions as well as allow for suitable conditions for replanting the area with native species.

The project area has been delineated into Treatment Area 1 and Treatment Area 2 (see enclosed treatment and vicinity map) with Arroyo Pescadero as the dividing line. Treatment Area 1 is to the southeast of Arroyo Pescadero; Treatment Area 2 is to the northwest. For the winter of 2006 through spring of 2007, the proposed treatment is to remove 50 acres of eucalyptus and other non-native trees. In addition, goats will be utilized to browse 150 acres within Treatment Area 1 and 2.

Contingent upon funding from the California Department of Forestry for the next fiscal year, Treatment Area 2 proposes to remove eucalyptus and other non-native trees from Treatment Area 2 and browse goats within Treatment Area 1 and 2 in the fall/winter of 2007 through spring of 2008.

Trees which are removed will be chipped with an industrial tub grinder. Resulting chips will be utilized at a renewable energy generating plant. Chips that may remain on site shall be at a depth no greater than 2 inches. Wood retained for firewood shall be tarped with clear plastic to reduce favorable conditions for increasing populations of the Eucalyptus Longhorn Beetle, (*Phoracantha semipunctata* and *P. recurva*).

Nesting bird surveys will be conducted to identify active nests. A raptor survey was completed identifying trees utilized as nesting sites for raptors and other birds. Two-hundred foot exclusion zones have been delineated around raptor nesting sites to avoid disturbances. Tree removal is planned to occur between the dates of August 15 to February 15 in order to avoid impacts to nesting birds. If tree removal extends into the nesting season, identified nesting sites shall be avoided with a 200 foot radius exclusion zone.

Because the groves of eucalyptus provide a scenic vista, selected individuals will remain to provide screening for adjacent homes and streets. Areas cleared of non-native species will be re-planted with appropriate native species to restore natural habitat by the Puente Hills Landfill Native Habitat Authority (Habitat Authority), the land manager for the City of Whittier.

The impacts of goat browsing will be monitored by the Puente Hills Landfill Native Habitat Preservation Authority Ecologist and County of Los Angeles Fire Department Forester.

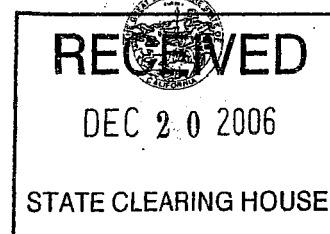
The reduction of hazardous eucalyptus and other non-native tree species and associated ember production, radiant heating and convective heating will reduce the likelihood for the loss of life, property and environmental damage during a wildland fire.

**December 12, 2006 Letter from Native American  
Heritage Commission, Dave Singleton**

**NATIVE AMERICAN HERITAGE COMMISSION**

915 CAPITOL MALL, ROOM 364  
 SACRAMENTO, CA 95814  
 (916) 653-6251  
 Fax (916) 657-5390  
 Web Site [www.nahc.ca.gov](http://www.nahc.ca.gov)  
 e-mail: [ds\\_nahc@pacbell.net](mailto:ds_nahc@pacbell.net)

December 12, 2006



Mr. Frank Vidales

**County of Los Angeles Fire Department**

5823 Rickenbacker Road, Room 123  
 Commerce, CA 90040

*Clear  
12-19-06  
cate*

Re: SCH#2006111105; CEQA Notice of Completion; Mitigated Negative Declaration; for the Whittier Hills Eucalyptus Fuel Reduction Project; Los Angeles County, California

Dear Mr. Vidales:

Thank you for the opportunity to comment on the above-referenced document. The Native American Heritage Commission is the state's Trustee Agency for Native American Cultural Resources. The California Environmental Quality Act (CEQA) requires that any project that causes a substantial adverse change in the significance of an historical resource, that includes archeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Report (EIR) per CEQA guidelines § 15064.5(b)(c). In order to comply with this provision, the lead agency is required to assess whether the project will have an adverse impact on these resources within the 'area of potential effect (APE)', and if so, to mitigate that effect. To adequately assess the project-related impacts on historical resources, the Commission recommends the following action:

- √ Contact the appropriate California Historic Resources Information Center (CHRIS). The record search will determine:
  - If a part or the entire APE has been previously surveyed for cultural resources.
  - If any known cultural resources have already been recorded in or adjacent to the APE.
  - If the probability is low, moderate, or high that cultural resources are located in the APE.
  - If a survey is required to determine whether previously unrecorded cultural resources are present.
- √ If an archaeological inventory survey is required, the final stage is the preparation of a professional report detailing the findings and recommendations of the records search and field survey.
  - The final report containing site forms, site significance, and mitigation measures should be submitted immediately to the planning department. All information regarding site locations, Native American human remains, and associated funerary objects should be in a separate confidential addendum, and not be made available for public disclosure.
  - The final written report should be submitted within 3 months after work has been completed to the appropriate regional archaeological information center.
- √ Contact the Native American Heritage Commission (NAHC) for:
  - \* A Sacred Lands File (SLF) search of the project area and information on tribal contacts in the project vicinity who may have additional cultural resource information. Please provide this office with the following citation format to assist with the Sacred Lands File search request: USGS 7.5-minute quadrangle citation with name, township, range and section: .
  - The NAHC advises the use of Native American Monitors to ensure proper identification and care given cultural resources that may be discovered. The NAHC recommends that contact be made with Native American Contacts on the attached list to get their input on potential project impact, particularly the contacts of the on the list.
- √ Lack of surface evidence of archeological resources does not preclude their subsurface existence.
  - Lead agencies should include in their mitigation plan provisions for the identification and evaluation of accidentally discovered archeological resources, per California Environmental Quality Act (CEQA) §15064.5 (f). In areas of identified archeological sensitivity, a certified archaeologist and a culturally affiliated Native American, with knowledge in cultural resources, should monitor all ground-disturbing activities.
  - Lead agencies should include in their mitigation plan provisions for the disposition of recovered artifacts, in consultation with culturally affiliated Native Americans.
- √ Lead agencies should include provisions for discovery of Native American human remains or unmarked cemeteries in their mitigation plans.

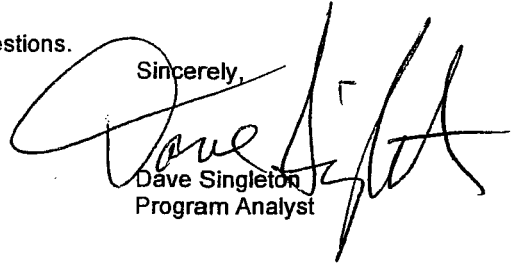
\* CEQA Guidelines, Section 15064.5(d) requires the lead agency to work with the Native Americans identified by this Commission if the initial Study identifies the presence or likely presence of Native American human remains within the APE. CEQA Guidelines provide for agreements with Native American, identified by the NAHC, to assure the appropriate and dignified treatment of Native American human remains and any associated grave liens.

√ Health and Safety Code §7050.5, Public Resources Code §5097.98 and Sec. §15064.5 (d) of the CEQA Guidelines mandate procedures to be followed in the event of an accidental discovery of any human remains in a location other than a dedicated cemetery.

√ Lead agencies should consider avoidance, as defined in § 15370 of the CEQA Guidelines, when significant cultural resources are discovered during the course of project planning.

Please feel free to contact me at (916) 653-6251 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Dave Singleton". The signature is stylized and written over the printed name and title.

Dave Singleton  
Program Analyst

Cc: State Clearinghouse

Attachment: List of Native American Contacts

**December 20, 2006 Letter from State  
Clearinghouse, Terry Roberts**



Arnold Schwarzenegger  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



Sean Walsh  
Director

December 20, 2006

Franklin Vidales  
Los Angeles County Fire Department  
5823 Rickenbacker Road, Room 123  
Commerce, CA 90040

Subject: Whittier Hills Eucalyptus Fuel Reduction Project  
SCH#: 2006111105

Dear Franklin Vidales:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on December 19, 2006, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Terry Roberts  
Director, State Clearinghouse

**Document Details Report  
State Clearinghouse Data Base**

**SCH#** 2006111105  
**Project Title** Whittier Hills Eucalyptus Fuel Reduction Project  
**Lead Agency** Los Angeles County Fire Department

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**Type** MN Mitigated Negative Declaration  
**Description** D

The City of Whittier and the County of Los Angeles Fire Department recognize the potential threat of catastrophic wildfires burning in the Whittier Hills and surrounding lands. This project will strategically reduce the fuel load of eucalyptus and other non-native tree species from City of Whittier property easterly and westerly of Colima Road, north of Mar Vista Street. Groves of eucalyptus cover an estimated 80 to 100 acres within the project area. Eucalyptus trees are recognized as being an extremely flammable species in terms of foliage and litter produced. Their removal will increase fire safety for adjacent subdivisions as well as allow for suitable conditions for replanting the area with native species.

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**Lead Agency Contact**

**Name** Franklin Vidales  
**Agency** Los Angeles County Fire Department  
**Phone** (323) 890-4330 **Fax** -  
**email**  
**Address** 5823 Rickenbacker Road, Room 123  
**City** Commerce **State** CA **Zip** 90040

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**Project Location**

**County** Los Angeles  
**City** Whittier  
**Region**  
**Cross Streets** Colima Road, Mar Vista Street  
**Parcel No.** 8138-032-901; 8289-021-904  
**Township** S **Range** 11W **Section** 22,23, **Base** SBBM

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**Proximity to:**

**Highways** 60 Fwy. (3 miles)  
**Airports**  
**Railways**  
**Waterways**  
**Schools** W. Whittier ES, Ocean View ES, La Serna  
**Land Use** 010 v Vacant Residential Land; 320v Vacant Industrial Land, 8300 Misc., Petroleum, Gas; 8800 Gov, Misc; 880v Vacant, Government Land.

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**Project Issues** Aesthetic/Visual; Archaeologic-Historic; Biological Resources; Noise; Traffic/Circulation; Vegetation

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**Reviewing Agencies** Resources Agency; Regional Water Quality Control Board, Region 4; Department of Parks and Recreation; Native American Heritage Commission; Office of Historic Preservation; Department of Forestry and Fire Protection; Department of Fish and Game, Region 5; Department of Water Resources; Caltrans, District 7; Department of Health Services

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**Date Received** 11/20/2006 **Start of Review** 11/20/2006 **End of Review** 12/19/2006

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**December 22, 2006 Letter from State  
Clearinghouse, Terry Roberts**





Arnold Schwarzenegger  
Governor

STATE OF CALIFORNIA  
Governor's Office of Planning and Research  
State Clearinghouse and Planning Unit



Sean Walsh  
Director

December 22, 2006

Franklin Vidales  
Los Angeles County Fire Department  
5823 Rickenbacker Road, Room 123  
Commerce, CA 90040

Subject: Whittier Hills Eucalyptus Fuel Reduction Project  
SCH#: 2006111105

Dear Franklin Vidales:

The enclosed comment (s) on your Mitigated Negative Declaration was (were) received by the State Clearinghouse after the end of the state review period, which closed on December 19, 2006. We are forwarding these comments to you because they provide information or raise issues that should be addressed in your final environmental document.

The California Environmental Quality Act does not require Lead Agencies to respond to late comments. However, we encourage you to incorporate these additional comments into your final environmental document and to consider them prior to taking final action on the proposed project.

Please contact the State Clearinghouse at (916) 445-0613 if you have any questions concerning the environmental review process. If you have a question regarding the above-named project, please refer to the ten-digit State Clearinghouse number (2006111105) when contacting this office.

Sincerely,

Terry Roberts  
Senior Planner, State Clearinghouse

Enclosures  
cc: Resources Agency

**July 19, 2007 Comment Letter from  
Ms. Elizabeth B. Ellis**

# ELIZABETH B. ELLIS

14701 ROMERO DRIVE • WHITTIER, CA 90605 • 562-696-8580

July 19, 2007

Mr. Frank Vidales, Assistant Chief  
Los Angeles County Fire Department  
Forestry Division  
5823 Rickerbacker Road  
Commerce, CA 90040

Dear Mr. Vidales,

Thank you for speaking with me last week about my concerns over the Whittier Hills Eucalyptus Fuel Reduction Project. I did go to the Whittier Library this past Monday and reviewed the Mitigated Negative Declaration. I disagree with the assessments on Aesthetics, Biological Resources, Cultural Resources, and Noise. Copies of the pertinent pages from the Declaration are enclosed.

Living on the border of the East Whittier part of the Preserve makes for a different perspective than that of an expert from outside the area. (By the way, residents whose homes border the Preserve were originally assured by the Committee which oversaw the transition from Chevron to the Santa Monica Conservancy that a buffer of eucalyptus trees between homes and the Preserve would stay.) Since that time, one of the three men who now oversee the Preserve has said, "Anything which isn't indigenous should go," to which one of our former mayors replied, "As far as I'm concerned, if it's been here 100 years, it's indigenous!"

Those of us who live on the border of the Preserve in East Whittier do value the eucalyptus trees, which have been a hallmark of East Whittier for so long. We appreciate their beauty, the habitat they provide for hawks and owls, the "cover" the stands of trees provide for wildlife, the fact that they buffer us from noise, and the privacy they provide from the Preserve and from adjacent neighborhoods. In my family's case, we would have a terrible light, glare, and heat problem if a substantial number of trees were removed from the barranca, which is contiguous to our property.

Our home is at 14701 Romero Drive; Romero Drive is a cul-de-sac off of San Lucas, which goes north from Mar Vista. Our back yard is bordered on two sides by the Preserve; the long side of our lot goes along the N/S barranca, which parallels the most northern section of Catalina Street, the access street to the Ranger Station. The short side backs up to a meadow of mustard with eucalyptus behind it. The trees in the barranca and the trees along the edge of our property shield us somewhat from noise from the school (playground, event's music, loud speakers, cheering, etc.), the Ranger's trailer, and the neighborhood around the school where there is sometimes loud music. They also shield us from seeing the school's back area where dumpsters, equipment, blacktop, old chain-link fences, etc. are. Also, if the trees were greatly reduced, the homeowners on Catalina would have to look in the backyards of the people on San Lucas and Romero. Both we and our neighbors, the Liberatores at the end of Romero, and all the families on San Lucas, would have a terrible light, glare, and heat problem from west sun.

When Chevron owned the land, they periodically trimmed the trees and cleared the underbrush. This was recognized as necessary and appreciated by the neighbors. Edison still comes once a

Mr. Frank Vidales

July 19, 2007

Page 2

year to top the trees on our edge of the barranca because power lines run along it – very ugly if the trees did not hide them.

We understand the danger of fire, but also value our trees for the reasons stated. We hope there will be careful consideration of our quality of life in your planning, and careful supervision of crews in carrying out the plans.

Sincerely,

Elizabeth B. Ellis

P.S. Thank you for sending Richard Johnson around to talk with me. He told me you have no plans for our barranca. It does need some attention as it has been years now since Chevron's last fuel reduction.

cc: Thomas D. Bristow, Deputy Forester, Vegetation Management Unit  
Richard Johnson, Forestry Assistant, Vegetation Management Unit

**Raptor Nest Report, July 12, 2006, Prepared by  
Peter Bloom and Scott Thomas**

**2006 - Raptor Nest Report**

**Western Puente Hills /Arroyo Pescadero Area**

**Prepared for  
County of Los Angeles Fire Department**

**July 12, 2006**

**Prepared by  
Peter Bloom and Scott Thomas  
Bloom Biological Inc.  
13611 Hewes  
Santa Ana CA 92705**

## **Introduction and Site Description**

The purpose of this report was to locate all of the nests belonging to medium to large sized raptors, occurring in approximately 100 acres of Eucalyptus forest within the City of Whittier in the Western Puente Hills. This area is often referred to as Arroyo Pescadero. The Arroyo Pescadero area is within the Puente Hills Preserve which is managed by the Puente Hills Landfill Native Habitat Preservation Authority (Habitat Authority). The study area is located primarily in the southwestern portion of the Preserve as identified by maps provided by the Los Angeles County Fire Department. The habitat consists of gentle slopes, some riparian and canyon bottoms and small flatlands adjacent to and including portions of the Arroyo San Miguel, Arroyo Pescadero and La Canada Verde, and bisected by Colima Road. Vegetation in the area includes numerous non-native trees, including several Eucalyptus species and Peruvian pepper trees, a small number of immature willows, non-native grasses and coastal sage scrub.

We focused our nest searches on golden eagle (*Aquila chrysaetos*), red-tailed hawk (*Buteo jamaicensis*), red-shouldered hawk (*B. lineatus*) Cooper's hawk (*Accipiter cooperii*), white-tailed kite (*Elanus leucurus*), great-horned owl (*Bubo virginianus*) and barn owl (*Tyto alba*) in spring 2006.

The Los Angeles County Fire Department proposes to remove most, or all, non-native trees in order to reduce fire hazards per a grant by the California Department of Forestry. A large number of densely populated Eucalyptus trees are diseased or dead with a large amount of combustible materials beneath them. Surveys for raptor nests were conducted in order to provide information and guidance to the Los Angeles County Fire Department as to whether any individual, or groups of trees, should remain as raptor nest sites.

## **Survey Methods**

Three surveys on foot and from a vehicle, with binoculars and a spotting scope were conducted. All eucalyptus tree groves within the designated area were searched. Trees were inspected for raptors and their nests. We examined the ground for signs of raptor presence, such as feathers and white wash (avian excrement). All surveys and the initial visit were conducted in the early to mid-mornings when most raptors would be vocal and active.

Four trees, containing raptor nests and other specific features, were identified and marked with plastic yellow tape. Approximate locations of the trees were recorded with a Garmin E Trex hand held GPS unit.

## Results

Four trees with raptor nests were found as well as one large tree with signs of frequent raptor use (see figure 2.). A small grove of large trees was also observed with a large number of raptor feathers and white wash.

The first nest, starting from the east, was found in a large Eucalyptus tree on the north edges of a slope, above the San Miguel Arroyo which we marked with two strips of yellow/green survey tape (see GPS location 1-figure 1.) The nest was not active in 2006. The nest was probably built in a prior year by a medium to large sized raptor, such as a Cooper's or red-shouldered hawk.

The western most nest was located adjacent to the Catalina Street entrance road in a large Eucalyptus and is most likely a 1-2 year old red-shouldered or Cooper's hawk nest. This tree was marked with yellow Los Angeles County Fire Department tape (see GPS location 2-figure 1.)

The third and only active nest, was located in a large Eucalyptus tree, north of the ranger's quarters, and west of the main road (see GPS location 3- figure 1.) This nest was utilized in 2006 by a pair of red-tailed hawks that fledged at least two chicks. This tree was marked with yellow LA County Fire Department tape.

A fourth tree with an old and decadent nest that was probably built by a Cooper's hawk or American crow (*Corvus brachyrhynchos*) is located in the same grove as the red-tailed hawk nest, but not marked.

A large Eucalyptus tree further north, up the main road, is used regularly by red-tailed hawks and perhaps other raptors, as a perch and foraging site (see GPS location 4-figure 1). This grove was identified to us as a possible location for a practice tree removal site for a youth group.

We found signs of great-horned owls and barn owls in the Eucalyptus rows surrounding the disked meadows/small fields southwest of the ranger house. There was enough sign to consider the trees as regular foraging locations.

A single male Cooper's hawk was observed in the riparian bottom of the Arroyo Pescadero and a single red-shouldered hawk was heard vocalizing just south of the entrance gate nearby in the Arroyo.



Some scattered amounts of raptor whitewash were found throughout the study area indicating, probable irregular use of most the site for foraging, perching and roosting.

Young red-tailed hawks were heard begging for food in the residential area east of the Arroyo San Miguel area on the first visit. On the second visit we noted northern mocking birds (*Mimus polyglottis*) mimicking the begging call of red-tailed hawks. This is often a good indication that these hawks were nearby. A 2006 nest location was not found and was probably located within the residential area.

The relatively low number of raptors and corvids may be notable. Some of the absence may be due to the density of Eucalyptus trees and the resulting poor habitat below the canopy. Dense groves of eucalyptus trees can prevent the growth of many plants and grasses on the ground and may contribute to a poor prey base for raptors. Additionally, the numerous mature trees in surrounding neighborhoods may be more attractive as nest sites. However, the area does show small mammal activity (ground squirrel and gopher mounds). Thus, the low number of raptor, American crow and common raven (*Corvus corax*) observations could suggest that other factors, such as West Nile Virus, may be involved in reduced raptor and corvid populations.

Overall, relatively few trees with active nests were found based on the size of the site and previous notations of raptor activity.

Note: The following GPS data was taken near, but not necessarily directly under each tree due to satellite reception difficulties under canopies.

GPS Location #	Deg. Min. sec.	Tree Species
GPS 1	N 33 57' 56.0" W 117 59' 45.2"	Eucalyptus
GPS 2	N 33 57' 56.6" W 118 00' 32.8"	Eucalyptus
GPS 3	N 33 58' 08.9" W 118 00' 23.2"	Eucalyptus
GPS 4	N 33 58' 14.7" W 118 00' 20.2"	Eucalyptus

Figure 1: GPS Coordinate Chart

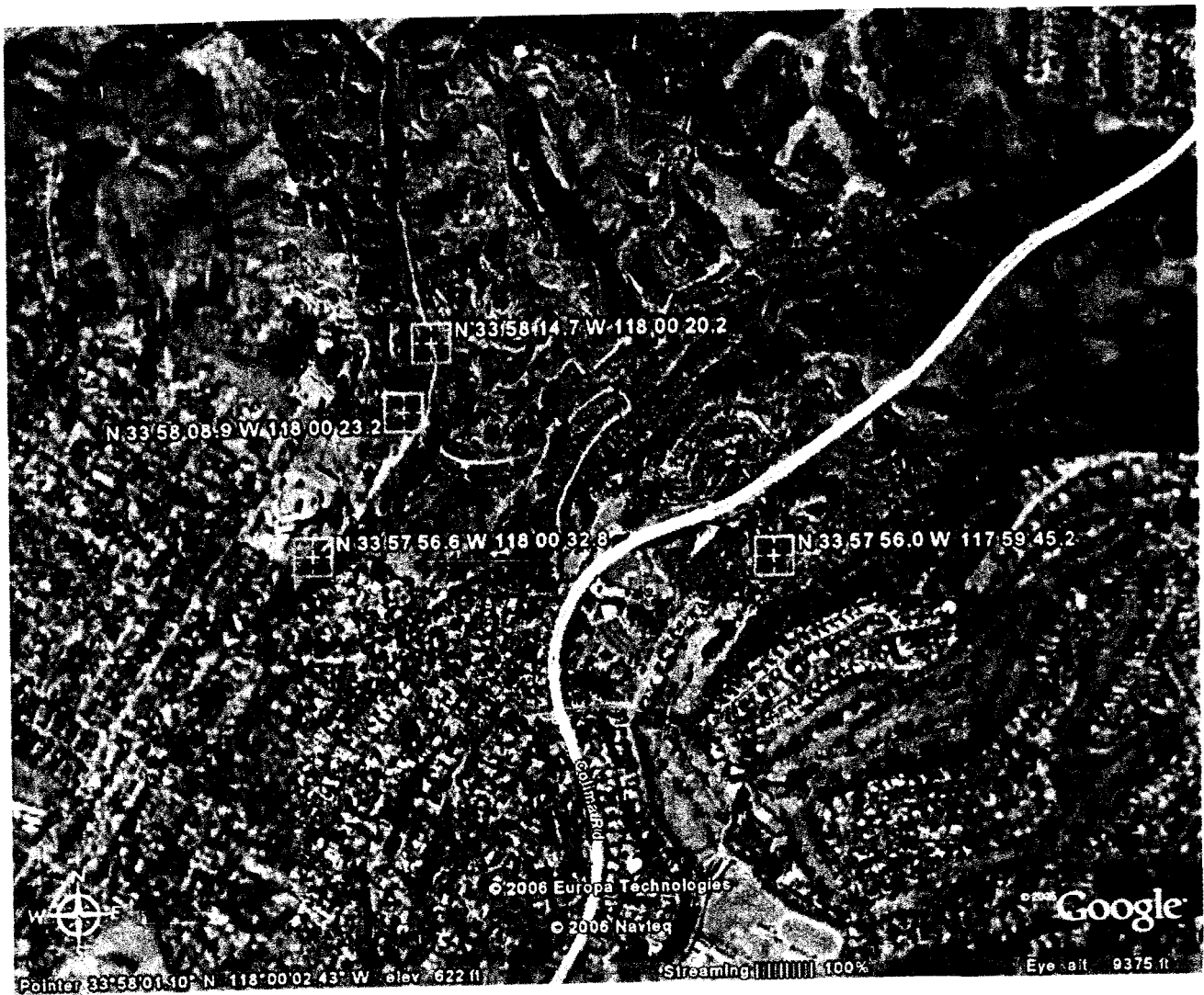


Figure 2 :Nest and Perch Tree Locations Map

## Discussion and Management Suggestions

The four trees marked with yellow tape and identified in figure 1 should remain, if safety and fire management procedures allow. Additionally, any large trees within close proximity to the identified trees, that can safely remain should be left standing as well. This will help facilitate nesting opportunities for larger raptors, such as red-tailed hawks, as well as provide protection to nests from wind damage.

The large trees surrounding the small disked fields, south of the ranger home, are probably important as foraging locations. These trees may also be future nest sites if they remain. Thinning of the rows could be accomplished if necessary.

Large trees that can be safely retained as possible nest locations, and perching sites, will enhance raptor usage. Groups of large or medium sized trees retained and scattered throughout the site would be used as foraging and possible nest sites. Any remaining trees can continue to support migratory and resident songbirds that breed on-site and utilize the trees for structure and food. Several pairs of hooded orioles (*Icterus cucullatus*) with fledglings were observed during raptor surveys. These birds may not return for many years if all Eucalyptus trees are removed.

Tree removal should occur primarily between the dates of August 15 to February 15, in order to minimize destruction of active songbird nests. Many songbirds produce multiple clutches of young, which in some cases, do not fledge until mid-to late August.

Some medium and smaller sized species that generally require dense groves of trees, such as Cooper's hawks and white-tailed kites, may not nest again on-site until groves of trees such as willows and oaks mature.

Conversely, the removal of trees will open up habitats that have been choked by dense forest and debris. It is quite possible that in the following years, raptor use of the area will increase and nests, some of them new, may be found in the remaining trees within the study area and in surrounding neighborhoods that contain mature trees.

It is also important to note that some individual birds and pairs may be more sensitive to disturbance than others within the same species. For instance, red-tailed hawks and barn owls that have adapted to habitats which are buffered from disturbance may fail to breed after their nest groves are thinned, even if the nest tree remains. On-site monitoring of raptor populations as restoration and tree removal progresses will be important.

Thank you for the opportunity to work with you on this project. I hope you will contact us again next year as your habitat management programs progress. Please contact me if you have any questions.

Sincerely,

Peter Bloom  
Zoologist

Contract No.: \_\_\_\_\_



# **CONTRACT**

BY AND BETWEEN

CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY

AND

BRADCO ENVIRONMENTAL

FOR

**EUCALYPTUS TREE REMOVAL PROJECT**

CONTRACT

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**- EXHIBITS -**

- A** STATEMENT OF WORK (AKA APPENDIX B)
- B** PRICING SHEET (AKA EXHIBIT 17)
- C** CONTRACTOR'S EEO CERTIFICATION
- D** DISTRICT'S ADMINISTRATION
- E** CONTRACTOR'S ADMINISTRATION
- F** *FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION*
  - F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
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- G** JURY SERVICE ORDINANCE
- H** SAFELY SURRENDERED BABY LAW

Contract No.: \_\_\_\_\_

**CONTRACT BETWEEN**  
**CONSOLIDATED FIRE PROTECTION DISTRICT**  
**OF LOS ANGELES COUNTY**  
**AND**  
**BRADCO ENVIRONMENTAL**  
**FOR**  
**EUCALYPTUS TREE REMOVAL PROJECT**

This Contract, including all Exhibits, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008,

by and between CONSOLIDATED FIRE PROTECTION DISTRICT  
OF LOS ANGELES COUNTY  
(hereafter "District"),

and BRADCO ENVIRONMENTAL  
(hereafter "Contractor").

**RECITALS**

WHEREAS, the District may contract with private businesses for the removal of Eucalyptus trees when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing tree removal services; and

WHEREAS, the District has the responsibility to provide the removal of any **tree** or any part thereof which appears to be dead, is liable to fall, is dangerous or is an obstruction to public travel, whether or not the **tree** is on any private property and overhangs or projects into any street or is in any street, park, parkway or other public grounds of the city; and

WHEREAS, the District is authorized by the Street and Highway Codes to contract with public or private companies to provide tree removal services; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, and H, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

### 1.1 STANDARD EXHIBITS

- EXHIBIT A - STATEMENT OF WORK
- EXHIBIT B - PRICING SHEET
- EXHIBIT C - CONTRACTOR'S EEO CERTIFICATION
- EXHIBIT D - DISTRICT'S ADMINISTRATION
- EXHIBIT E - CONTRACTOR'S ADMINISTRATION
- EXHIBIT F - FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- EXHIBIT G - JURY SERVICE ORDINANCE
- EXHIBIT H - SAFELY SURRENDERED BABY LAW

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 CONTRACT:** Agreement executed between District and Contractor. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work - Exhibit A (Appendix B)*.

- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the District to perform or execute the work covered by the *Statement of Work - Exhibit A (Appendix B)*.
- 2.3 CONTRACTOR PROJECT MANAGER:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 COUNTY:** Refers to the County of Los Angeles.
- 2.5 DISTRICT:** Refers to the Consolidated Fire Protection District of Los Angeles County.
- 2.6 DISTRICT CONTRACT DIRECTOR:** Person designated by District with authority for District on contractual or administrative matters relating to this contract that cannot be resolved by the District Contract Administrator.
- 2.7 DISTRICT CONTRACT ADMINISTRATOR:** Person designated by District's Contract Director to manage the operations under this Contract.
- 2.8 DISTRICT CONTRACT PROJECT MANAGER:** Person with responsibility to oversee the day to day activities of this Contract for the District. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.9 DAY(S):** Calendar day(s) unless otherwise specified.
- 2.10 FISCAL YEAR:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### **3.0 STATEMENT OF WORK**

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work - Exhibit A (Appendix B)*.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the District.

### **4.0 TERM OF CONTRACT**

- The term of this Contract, will commence the day of Board of Supervisors approval and end February 15, 2008, in whole or in part, as provided in this Contract.
- 4.1** There will be no renewal options exercised with this Contract.

## 5.0 CONTRACT SUM

- 5.1 The amount the District shall expend from its own funds during the Contract's entire term for the Eucalyptus Tree Removal Project services for all Contractors shall not exceed, in aggregate, \$231, 647.04 per year. This Contract shall not exceed February 15, 2008 and will not include Cost of Living Adjustments (COLA's).
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the District's express prior written approval.
- 5.3 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, Contractor shall send written notification to District at the address herein provided in *Exhibit D - District's Administration*.

### 5.4 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

The Contractor shall have no claim against District for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify District and shall immediately repay all such funds to District. Payment by District for services rendered after expiration or termination of this Contract shall not constitute a waiver of District's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

### 5.5 INVOICES AND PAYMENTS

- 5.5.1 The Contractor shall invoice the District only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the District under the terms of this Contract. The Contractor's payments

shall be as provided in *Exhibit B – Pricing Sheet*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the District. If the District does not approve work in writing no payment shall be due to the Contractor for that work.

**5.5.2** The Contractor's invoices shall be priced in accordance with its *Pricing Sheets*.

**5.5.3** The Contractor's invoices shall contain the information set forth in the *Statement of Work – Exhibit A (Appendix B)* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.5.4** Payment to Contractor shall be made on an arrears basis, upon acceptance of completed work by District, provided that the Contractor is not in default under any provisions of this Contract. Contractor is to provide the completed **ORIGINAL** invoice, along with one (1) copy to the following address:

**Consolidated Fire Protection District of Los Angeles County  
Financial Management Division – Expenditure Management  
P.O. Box 910901  
Commerce, California 90091-0901**

**5.5.5 District Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the District Contract Project Manager prior to any payment thereof. In no event shall the District be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt of properly prepared invoices by the District. To assist the District in making timely payment for services provided hereunder, Contractor's invoice shall contain the following:

- (1) Contract number
- (2) Tree(s) removal location and list of personnel utilized to remove the tree(s)
- (3) A breakdown of labor hours, hourly rate and material costs as separate items, e.g., Labor: 3 removals @ \$30/per hour (or removal) = \$90.00

This detail is required when job price is quoted as time and material at the beginning of any individual work item.

- (4) Fixed fees (e.g., any flat rate job) authorized by the District's Project Manager or authorized designee
- (5) Employee Name and Employee Number of District Employee who ordered or authorized service
- (6) A copy of subcontractor or sublet cost with invoice if a portion of work is contracted out
- (7) Signature of authorized District employee. Contractor's failure to obtain the signature of the District employee authorizing the work shall invalidate the order and will result in non-payment.

**5.5.6** Contractor shall send one (1) copy of the invoice to the District representative authorizing the services, which shall review and approve all invoices of payment. A copy shall be mailed or faxed to:

**Frank Vidales, Assistant Chief  
Consolidated Fire Protection District of Los Angeles County  
Forestry  
5823 Rickenbacker Road, Room 123  
Commerce, California 90040**

## **6.0 ADMINISTRATION OF CONTRACT – DISTRICT**

### **DISTRICT ADMINISTRATION**

A listing of all District Administration referenced in the following Sub-paragraphs are designated in *Exhibit D - District's Administration*. The District shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 DISTRICTS CONTRACT DIRECTOR**

*The responsibilities of the District's Contract Director include:*

- Ensuring that the objectives of this Contract are met; and
- Making authoritative decisions on contractual or administrative matters relating to this Contract that cannot be resolved by the District Contract Administrator.

#### **6.2 DISTRICT'S CONTRACT ADMINISTRATOR**

*The responsibilities of the District's Contract Administrator include:*

- Ensuring that the objectives of this Contract are met;

- Making changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.1, Amendments; and
- Providing direction to Contractor in the areas relating to District policy, information requirements, and procedural requirements.
- Meeting with Contractor's Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor.

### **6.3 DISTRICT'S CONTRACT PROJECT MANAGER**

The District's Contract Project Manager is responsible for overseeing the day-to-day administration of this Contract. These responsibilities include:

- Meeting with Contractor's Project Manager on a regular basis and
- Inspecting any and all task, deliverable, goods, services, or other work provided by or on behalf of Contractor.

The District's Contract Project Manager is not authorized to make any changes in any of the terms and conditions of this contract and is not authorized to further obligate District in any respect whatsoever.

## **7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

**7.1.1** Contractor's Project Manager is designated in *Exhibit E - Contractor's Administration*. The Contractor shall notify the District in writing of any change in the name or address of the Contractor's Project Manager.

**7.1.2** Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall coordinate with District's Contract Project Manager on a regular basis.

### **7.2 APPROVAL OF CONTRACTOR'S STAFF**

District has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

### **7.3 CONTRACTOR'S STAFF IDENTIFICATION**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.



## **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

- 7.4.1** At any time prior to or during the term of this Contract, the District may require that all Contractor's staff performing work under this Contract undergo and pass, to the satisfaction of the District, a background investigation, as a condition of beginning and continuing to work under this Contract. District shall use its discretion in determining the method of background clearance to be used, up to and including a District performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.
- 7.4.2** District may request that the Contractor's staff be immediately removed from working on the District Contract at any time during the term of this Contract. District will not provide to the Contractor or to the Contractor's staff any information obtained through the District conducted background clearance.
- 7.4.3** District may immediately, at the sole discretion of the District, deny or terminate facility access to the Contractor's staff who do not pass such investigation(s) to the satisfaction of the District whose background or conduct is incompatible with District facility access.
- 7.4.4** Disqualification, if any, of the Contractor's staff, pursuant to this subparagraph 7.4, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 CONFIDENTIALITY**

- 7.5.1** The Contractor shall maintain the confidentiality of all records obtained from the District under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.
- 7.5.2** The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3** The Contractor shall sign and adhere to the provisions of the *Contractor Acknowledgement and Confidentiality Agreement - Exhibit F1*.

**7.5.4** The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the “*Contractor Employee Acknowledgment and Confidentiality Agreement*”, *Exhibit F2*.

**7.5.5** The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the “*Contractor Non-Employee Acknowledgment and Confidentiality Agreement*”, *Exhibit F3*.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

**8.1.1** For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed the Contractor and by the District's Fire Chief District or his/her designee.

**8.1.2** The District's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The District reserves the right to add and/or change such provisions as required by the District's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the District's Fire Chief, or his/her designee.

**8.1.3** The Fire Chief or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the District's Contract Administrator.

### **8.2 ASSIGNMENT AND DELEGATION**

**8.2.1** The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the District, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, District consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the District to any approved delegate or assignee on any

claim under this Contract shall be deductible, at District's sole discretion, against the claims, which the Contractor may have against the District.

**8.2.2** Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of District in accordance with applicable provisions of this Contract.

**8.2.3** If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without District's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, District shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the District's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to District Contracts, the District reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services provided by the Contractor under the Contract. The District's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the

preceding sentence, the Contractor shall continue to provide all of the services set forth in the Contract.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

**8.5.1** Within thirty (30) business days after Contract's effective date, the Contractor shall provide the District with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.5.2** The District will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.5.3** If the District requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the policy within five (5) business days.

**8.5.4** If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the District for approval before implementation.

**8.5.5** The Contractor shall preliminarily investigate all complaints and notify the District's Contract Director of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.6** When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

**8.5.7** Copies of all written responses shall be sent to the District's Contract Director within three (3) business days of mailing to the complainant.

## **8.6 COMPLIANCE WITH APPLICABLE LAW**

**8.6.1** The Contractor shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

**8.6.2** The Contractor shall indemnify and hold harmless the District from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees,

agents, or subcontractors of any such laws, rules, regulations, ordinances, or directives.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with *Exhibit C - Contractor's EEO Certification*.

## **8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM**

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit G* and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to the District's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County, District or a subcontract with a County or District Contractor and has received or will receive an

aggregate sum of \$50,000 or more in any 12-month period under one or more District contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the District under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify District if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The District may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the District's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, District may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future District contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

**8.9.1** No District employee whose position with the District enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the District's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the District's approval or ongoing evaluation of such work.

**8.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the District. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS**

**8.11.1** Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position.

For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

**8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT**

### **8.12.2 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the District's policy to conduct business only with responsible Contractors.

### **8.12.3 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the District acquires information concerning the performance of the Contractor on this or other Contracts which indicates that the Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on any District Contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the District.

### **8.12.3 Non-responsible Contractor**

The County or District may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or District or any other public entity.



#### **8.12.4 Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the County will notify the Contractor in writing of the evidence that is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five years, the Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for a least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes support documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of District Contractors.

### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF DISTRICT'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the District places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the District's policy to encourage all District Contractors to voluntarily post the District's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO DISTRICT'S CHILD SUPPORT COMPLIANCE PROGRAM**

**8.14.1** The Contractor acknowledges that the District has established a goal of ensuring that all individuals who benefit financially from the District through Contract or Purchase Order are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.14.2** As required by the District's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.15 DISTRICT'S QUALITY ASSURANCE PLAN**

The District or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the District determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the District and the Contractor. If improvement does not occur consistent with the corrective action measures, the District may terminate this Contract or impose other penalties as specified in this Contract.

**8.16 DAMAGE TO DISTRICT FACILITIES, BUILDINGS OR GROUNDS**

**8.16.1** Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to District facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

**8.16.2** If Contractor fails to make timely repairs, District may make any necessary repairs. All costs incurred by District, as determined by District, for such repairs shall be repaid by Contractor by cash payment upon demand.

## **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

**8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

**8.17.2** The Contractor shall indemnify, defend, and hold harmless, the District, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the District or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 FACSIMILE REPRESENTATIONS**

The District and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Sub-paragraph 8.4, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Change Notices and Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the District and its agents, officers, and employees from any and all liability, including, but not limited

to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the District may be found jointly or solely liable.

## **8.20 FORCE MAJEURE**

**8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in the is sub-paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" means subcontractors at any tier.

**8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 INDEPENDENT CONTRACTOR STATUS**

**8.22.1** This Contract is by and between the District and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the District and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.22.2** The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The District shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

**8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the District. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

**8.22.4** The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## **8.23 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the District, the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

## **8.24 GENERAL INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any

other insurance or self-insurance programs maintained by the District. Such coverage shall be provided and maintained at the Contractor's own expense.

**8.24.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

**Consolidated Fire Protection District of Los Angeles County  
Materials Management Division / Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001**

**prior to commencing services under this Contract.** Such certificates or other evidence shall:

- *Specifically identify this Contract;*
- *Clearly evidence all coverage's required in this Contract;*
- *Contain the express condition that the District is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;*
- *Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and*
- *Identify any deductibles or self-insured retentions for the District's approval. The District retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to the District, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.*

**8.24.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the District with an A.M. Best rating of not less than A:VII unless otherwise approved by the District.

**8.24.3 Failure to Maintain Coverage:** Failure by the Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the District, shall constitute a material breach of the

Contract upon which the District may immediately terminate or suspend this Contract. The District, at its sole option, may obtain damages from the Contractor resulting from said breach. Alternatively, the District may purchase such required insurance coverage, and without further notice to the Contractor, the District may deduct from sums due to the Contractor any premium costs advanced by the District for such insurance.

**8.24.4 Notification of Incidents, Claims or Suits: Contractor shall report to the District:**

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the District. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the Contractor arising from or related to services performed by the Contractor under this Contract.
- Any injury to a Contractor employee that occurs on District property. This report shall be submitted on a District "Non-employee Injury Report" to the District's Contract Administrator.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of District property, monies or securities entrusted to the Contractor under the terms of this Contract.

**8.24.5 Compensation for District Costs:** In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the District, the Contractor shall pay full compensation for all costs incurred by the District.

**8.24.6 Insurance Coverage Requirements for Subcontractors:** The Contractor shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The Contractor providing evidence of insurance covering the activities of subcontractors, or
- The Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance



coverage. The District retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **8.25 INSURANCE COVERAGE REQUIREMENTS**

Without limiting the Contractor's indemnification of the County or District and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the County. Such coverage shall be provided and maintained at the Contractor's own expense:

**8.25.1 General Liability** insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

<b>General Aggregate:</b>	<b>\$3 million</b>
<b>Products/Completed Operations Aggregate:</b>	<b>\$3 million</b>
<b>Pollution Liability</b>	<b>\$1 hundred-thousand</b>
<b>Personal and Advertising Injury:</b>	<b>\$1 million</b>
<b>Each Occurrence:</b>	<b>\$1 million</b>

**8.25.2 Automobile Liability** written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than **\$1 MILLION** for each accident. **Such insurance shall include coverage for all "OWNED," "HIRED," and "NON-OWNED" vehicles, or coverage for "ANY AUTO."**

**8.25.3 Workers' Compensation and Employers' Liability** insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the Contractor is responsible. If the Contractor's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

<b>Each Accident:</b>	<b>\$1 million</b>
<b>Disease - policy limit:</b>	<b>\$1 million</b>
<b>Disease - each employee:</b>	<b>\$1 million</b>

**8.26 LIQUIDATED DAMAGES**

**8.26.1** If, in the judgment of the District, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the District, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and the amount to be withheld or deducted from payments to the Contractor from the District, will be forwarded to the Contractor by the District, or his/her designee, in a written notice describing the reasons for said action.

**8.26.2** If the District determines that there are deficiencies in the performance of this Contract that the District deems are correctable by the Contractor over a certain time span, the District will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the District may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Appendix C - Technical Exhibit 2*, hereunder, and that the Contractor shall be liable to the District for liquidated damages in said amount. Said amount shall be deducted from the District's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the District may correct any and all deficiencies and the total costs incurred by the District for completion of the work by an

alternate source, whether it be District forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the District, as determined by the District.

**8.26.3** The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the District cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

**8.26.4** This sub-paragraph shall not, in any manner, restrict or limit the District's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the District's right to terminate this Contract as agreed to herein.

## **8.27 MOST FAVORED PUBLIC ENTITY**

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the District.

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

**8.28.1** The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

**8.28.2** The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

**8.28.3** The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4** The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** The Contractor shall allow District representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the District.
- 8.28.7** If the District finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract. While the District reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the District that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8** The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the District shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict District from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the District Contract Administrator and/or District Contract Director any dispute between the District and the Contractor regarding the performance of services as stated in this Contract. If the District Contract Administrator and/or District Contract Director is not able to resolve the dispute, the District or designee, shall resolve it.

**8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit H, Safely Surrendered Baby Law*, of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits D - District's Administration* and *Exhibit E - Contractor's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The District shall have the

authority to issue all notices or demands required or permitted by the District under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the District agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

**8.36.1** Any documents submitted by Contractor; all information obtained in connection with the District's right to audit and inspect Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bid (IFB) used in the solicitation process for this Contract, become the exclusive property of the District. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The District shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.36.2** In the event the District is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the District from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 PUBLICITY**

**8.37.1** The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the District shall not inhibit the Contractor from publishing its role under this Contract

within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the District without the prior written consent of the District's Contract Director. The District shall not unreasonably withhold written consent.

**8.37.2** The Contractor may, without the prior written consent of District, indicate in its bids and sales materials that it has been awarded this Contract with the District, provided that the requirements of this sub-paragraph 8.37 shall apply.

### **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the District, or their authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the District during the term of this Contract and for a period of five (5) years thereafter unless the District's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the District's option, the Contractor shall pay the District for travel, per diem, and other costs incurred by the District to examine, audit, excerpt, copy, or transcribe such material at such other location.

**8.38.1** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof,

unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

**8.38.2** Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the District may terminate or suspend this Contract.

**8.38.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the District may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the District's dollar liability for any such work is less than payments made by the District to the Contractor, then the difference shall be either: a) repaid by the Contractor to the District by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the District, whether under this Contract or otherwise. If such audit finds that the District's dollar liability for such work is more than the payments made by the District to the Contractor, then the difference shall be paid to the Contractor by the District by cash payment, provided that in no event shall the District's maximum obligation for this Contract exceed the funds appropriated by the District for the purpose of this Contract.

### **8.39 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 SUBCONTRACTING**

**8.40.1** The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the District**. Any attempt by the Contractor to subcontract without the prior consent of the District may be deemed a material breach of this Contract.

**8.40.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the District's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and



- Other pertinent information and/or certifications requested District.

- 8.40.3** The Contractor shall indemnify and hold the District harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.40.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the District's approval of the Contractor's proposed subcontract.
- 8.40.5** The District's consent to subcontract shall not waive the District's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this District right.
- 8.40.6** The District Contract Director is authorized to act for and on behalf of the District with respect to approval of a subcontract and subcontractor employees. After approval of the subcontract by the District, Contractor shall forward a fully executed subcontract to the District for their files.
- 8.40.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the District's consent to subcontract.
- 8.40.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the District from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

**Consolidated Fire Protection District of Los Angeles County  
Contracts Section  
5801 S. Eastern Avenue, Suite 100  
Commerce, California 90040-4001**

**BEFORE any subcontractor employee may perform any work hereunder.**

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN CHILD SUPPORT COMPLIANCE**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to District's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the District under any other provision of this Contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the District may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.42 TERMINATION FOR CONVENIENCE**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the District, at its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

**8.42.2** After receipt of a notice of termination and except as otherwise directed by the District, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

**8.42.3** All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

#### **8.43 TERMINATION FOR DEFAULT**

**8.43.1** The District may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of District's Contract Director:

- Contractor has materially breached this Contract;

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverables, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the District may authorize in writing) after receipt of written notice from the District specifying such failure.

**8.43.2** In the event that the District terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the District may procure, upon such terms and in such manner as the District may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the District for any and all excess costs incurred by the District, as determined by the District, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

**8.43.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to; acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

**8.43.4** If, after the District has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the District that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42- Termination for Convenience.

**8.43.5** The rights and remedies of the District provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

**8.44.1** The District may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any District officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the District shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

**8.44.2** The Contractor shall immediately report any attempt by a District officer or employee to solicit such improper consideration. The report shall be made either to the District Contract Director charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

**8.44.3** Among other items, such improper consideration may take the form of cash, discounts, service(s), the provision of travel or entertainment, or tangible gifts.

#### **8.45 TERMINATION FOR INSOLVENCY**

**8.45.1** The District may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in

the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

**8.45.2** The rights and remedies of the District provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST POLICY**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the District may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the District shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the District's future fiscal years unless and until the Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The District shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

No waiver by the District of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the District to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

**8.50.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.50.2** For breach of this warranty, the District shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

**9.1.1** This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

**9.1.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

**9.1.3** Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

**9.1.4** If the Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew,

or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

1. Pay to the District any difference between the contract amount and what the District's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the Contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information.

## **9.2 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.2.1** This Contract is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.2.2** Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.2.3** Contractor shall not willfully and knowing make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a District or County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.2.4** If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which

by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, shall:

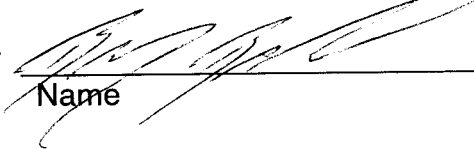
1. Pay to the District any difference between the contract amount and what the District's costs would have been if the Contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.



IN WITNESS WHEREOF, the Contractor has executed this Contract, or caused it to be duly executed and the District, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR: BRADCO  
ENVIRONMENTAL

By   
Name  
PRESIDENT  
Title

CONSOLIDATED FIRE PROTECTION  
DISTRICT:

By \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI  
Executive Officer Clerk of the  
Board of Supervisors of the  
County of Los Angeles

By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Principal Deputy County Counsel

County of Los Angeles – Community Business Enterprise Program (CBE)

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: Bradco Industrial Corp

- I AM NOT  A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.
- I AM
- As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.
- My County (WebVen) Vendor Number : \_\_\_\_\_

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

Business Structure:  Sole Proprietorship  Partnership  Corporation  Non-Profit  Franchise  
 Other (Please Specify) \_\_\_\_\_

Total Number of Employees (including owners): 19

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American					1	
Hispanic/Latino					2	
Asian or Pacific Islander						
American Indian						
Filipino						
White	1	1	2		12	

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	90 %
Women	%	%	%	%	%	10 %

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**  
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION:** I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.

Print Authorized Name <u>Brad Bauder</u>	Authorized Signature 	Title <u>President</u>	Date <u>12/12/07</u>
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Required Forms - Exhibit 17

**STATEMENT OF HOURLY RATES, COSTS, AND FIXED FEES**

Business Name Bradco Industrial Corp  
Address P.O. Box 1871  
City Crestline State CA Zip 92325  
Contact Name Brad Bauder  
Phone # (888) 272-3261 Fax # (877) 272-3260  
24 Hour Contact Wes Ullmann Toll Free # (888) 272-3261  
Business Days & Hours Mon-Fri 7-5pm Saturdays 7-4pm Closed Sundays  
Contractor License #: 814059  
Other License (if applicable): Timber Operator License A 10033  
WEBVEN Vendor # (Required): Pending Number REGISTER AT:  
[http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm)

TRADE SECRETS

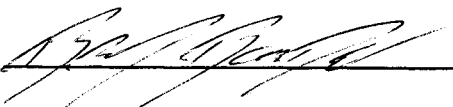
*Please Note: Your pricing shall also be reflected on your invoice.*

**The hourly labor rates for this contract shall be:**

Per Acre Rate: \$ 3217.32

**STATEMENT OF HOURLY RATES, COSTS, AND FIXED FEES**

All rates and fees must include all overhead, insurance, benefits, and profit. All prices submitted will be considered as included all applicable taxes, hazardous waste disposal, cleanup costs, unless stated separately above. Hourly rates quoted above shall remain valid for the duration of the contract. (Fee increases governed by corporate headquarters or government agencies, e.g., AQMD, Public Works, and Toxic Substances Control will be accepted in the form of a letter from contract vendor.)

By  Date: 12/12/07

Title: President Telephone: (888)272-3261 x 1

Required Forms- Exhibit 17

**STATEMENT OF FIXED FEES OR UNIT PRICES**

FIRM NAME: Bradco Industrial Corp

**TRADE SECRETS**

SERVICES	FIXED FEES / UNIT PRICE
Tree Falling	= \$ 480 per acre
Pesticide Application	= \$ 128 per acre
Pesticide "Pathfinder-garland"	= \$ 33.33 per acre
Tree Skidding " Cat D5HTSK"	= \$ 426.66 per acre
Debris Cleanup "Cat 287"	= \$ 293.33 per acre
Whole Tree Chipping "Morbark 50/48"	\$ 1330.00 per acre
Chip Truck Loading	= \$ 280.00 per acre
Subtotal	= \$ 2971.32
Equipment Mobilization & De-Mod.	= \$ included in cost per acre
Additional Insurance Requirement	= \$ 246.00 per acre
Total	= \$ 3217.32 per acre
	= \$
	= \$
	= \$
	= \$

Include fees that must be charged to the District, such as hazardous waste fees, disposal fees, shipping and handling fees, etc.