

June 19, 2012

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

May 25, 2012

BOARD OF FIRE COMMISSIONERS
FILE NO. 12-093

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: FOURTH AMENDMENT TO CONTRACT NO. C-113693, EXTENDING THE TERM OF THE AGREEMENT WITH ERICKSON AIR-CRANE INCORPORATED

FINAL ACTION:	<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/Corrections	<input type="checkbox"/> Withdrawn
	<input type="checkbox"/> Denied	<input type="checkbox"/> Received & Filed	<input type="checkbox"/> Other

Recommendations: That the Board:

1. Approve the attached fourth amendment with Erickson Air-Crane Incorporated to extend the term of Agreement No. C-113693 from July 1, 2012 through June 30, 2013.
2. Direct the Commission Executive Assistant to forward this fourth amendment to the City Council, for approval in accordance with Section 10.5 of the Los Angeles Administrative Code.
3. Direct the Commission Executive Assistant to forward this fourth amendment to the Mayor, in accordance with Executive Directive No. 3.
4. Subject to the approval of the Mayor and the City Council, authorize the Fire Chief to execute the fourth amendment with Erickson Air-Crane Incorporated.

Summary: Attached for the Board's consideration is an agreement between the City of Los Angeles and Erickson Air-Crane Incorporated to secure firefighting Helitanker aircraft services. The agreement provides the Fire Department (Department) a Helitanker with a 2000-gallon water container capability to augment the Department's air resources for combating wildfires. The agreement is for one year, and terms provide for a 130-day performance period including 10 flight hours. The \$2,205,000 cost remains the same as last year. Also, flight hours in excess of the 10 prepaid flight hours will be invoiced at a rate of \$6,000 per hour.

The Department had a one-year agreement with Erickson Air-Crane spanning from July 1, 2008 through June 30, 2009, for firefighting Helitanker aircraft services. The first amendment was to extend the contract through FY 2009-10. The second amendment was to extend the contract through FY 2010-11. And the third amendment was to extend the contract through FY 2011-12. The Department requests approval by the Mayor and City Council for a fourth amendment to extend the contract agreement through FY 2012-13 or until June 30, 2013. The fourth amendment has been reviewed and approved as to legality and form by the Office of the City Attorney.

Background: The City of Los Angeles has over 135 miles square miles of densely brush covered mountainous terrain. Many areas provide limited access for fire engines to take defensible positions to adequately protect residential communities and structures in wind-driven brush fires. During October and November 2003, Southern California was ravaged by one of the worst set of firestorms in the state's history. In 2008, major brushfires erupted within the City of Los Angeles, which again threatened lives, structures, and property. Aerial assault resources were critical in the successful efforts employed, bringing the firestorms and brush fires under control.

The Southern California brush fire season traditionally extends from July through February of each year. Current ongoing drought conditions have fire agencies throughout the region assessing and evaluating incident preparedness.

The Department's aircraft resources include four Bell 412 Type II water-dropping helicopters each with a tank capacity of 350 gallons, two AW139 water-dropping helicopters each with a tank capacity of 420 gallons, and one Bell 206-L command ship with a tank capacity of 100 gallons. Regional resources, which may be available to assist the Department in the event of a major brush fire, include two leased Type I Helitankers, one by California Department of Forestry and the other by Los Angeles County Fire Department (LACOFD). Additionally, LACOFD leases two super-scooper aircrafts and has an aerial fleet of two Firehawks and several smaller water-dropping helicopters similar to the Department's. However, regional resources are not guaranteed, as they are subject to conflicting priorities, deployment issues, and periodic grounding for service and maintenance at the time of the request.

In 2000, the City of Los Angeles became the first large, urban city in the United States to contract for firefighting aircraft services to augment its air attack assets. The Department evaluated numerous types of aircraft and identified the Type I Helitanker as the appropriate vehicle to supplement its current air assets. The Type I Helitanker has a tank capacity of 2,000 gallons and the ability to replenish its tank in less than 120 seconds from varying water sources such as the ocean, reservoirs, and swimming pools. It provides a formidable asset during the critical early stages of wind-driven brush fire control and mitigation.

In 2007, the Department entered into an agreement with Erickson Air-Crane, Incorporated for firefighting Helitanker aircraft services for a one-year period and with the ability for the Department to request one-year extensions. The current agreement term expires June 30, 2012. The FY 2012-13 Agreement incorporates the same terms and conditions, including performance period and prepaid flight hours, as the FY 2011-12 agreement.

Fiscal Impact: The Department's FY 2012-13 proposed budget contains full funding, \$2,205,000, for this contract.

Conclusion: Approval of the fourth amendment with Erickson Air-Crane Incorporated to extend the terms of Agreement No. C-113693, is a vital component of fire protection and mitigation during the ongoing brush fire seasons. The Helitanker is a crucial, proven tool in achieving the optimum commitment plan undertaken by the Department to ensure fire/life safety throughout the City of Los Angeles.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachment

DRAFT

**FOURTH AMENDMENT TO AGREEMENT NO. C-113693
BETWEEN
THE CITY OF LOS ANGELES
AND
ERICKSON AIR-CRANE INCORPORATED**

THIS FOURTH Amendment between the City of Los Angeles (hereinafter referred to as the "City"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as the "Fire Department"), and Erickson Air-Crane Incorporated, a Delaware corporation (hereinafter referred to as the "Contractor"), is entered into with reference to the following:

WHEREAS, the City contracts the services of a qualified company to provide Fire Fighting Helitanker Aircraft Services (hereinafter referred to as "helitanker") during the City's annual brush fire season to augment the air attack assets the Fire Department could bring to bear on a brush fire incident; and

WHEREAS, the parties entered into Agreement C-111921 for the period of July 18, 2007 through June 30, 2008, and said Agreement provided for two (2) one-year extensions; and

WHEREAS, the parties exercised the first one-year extension and entered into Agreement C-113693 for the period of July 1, 2008 through June 30, 2009, with one (1) one-year extension; and

WHEREAS, the City desired in a second amendment to exercise a one-year extension, and extend term of Contract No. C-113693 from July 1, 2010 up to and including June 30, 2011; and

WHEREAS, the City desired in a third amendment to exercise a one-year extension, and extend term of Contract No. C-113693 from July 1, 2011 up to and including June 30, 2012; and

WHEREAS, the City desires in this fourth amendment to exercise a final one-year extension, and extend term of Contract No. C-113693 from July 1, 2012 up to and including June 30, 2013; and

WHEREAS, the compensation amounts to Contractor will be decreasing, and the parties desire in this fourth amendment to adjust the figures to the agreed upon amounts; and

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

DRAFT

SECTION 2. **TERMS OF THE AGREEMENT** is hereby amended as follows:

- A. The term of this Agreement will commence on July 1, 2012, and will terminate on June 30, 2013.

SECTION 6. **COMPENSATION AND METHOD OF PAYMENT** is hereby amended as follows:

- A. Base Price

The City will pay a base price amount not to exceed \$2,205,000 to the Contractor, which includes a specific service period of 18.57 weeks (130 days) and ten (10) flight hours in FY 2012-13; this is subject to funding, if any, provided in the City's FY 2012-13 budget. The City will notify the Contractor in writing if the funding, if any, is appropriated for the FY 2012-13 budget.

- B. Normal Staging Hours and Hourly Flight Rate

1. Under the base price, the Contractor will provide the helitanker, pilots, mechanical support, and other support functions for a minimum of ten (10) hours per day. Emergency operations may be conducted from dawn to dusk. Extended-phase fires may require operations during daylight hours that extend beyond the ten (10) hour staging time. Flight hours extending beyond the ten (10) hour staging period will be deducted from the ten (10) flight hours provided for in the base price amount under this Amendment, and the Contractor will bill the Fire Department at the hourly flight rate of \$6,000 per hour if the ten (10) flight hours included in the base has been exceeded. Contractor may not operate beyond the ten (10) flight hours included in the base unless authorized in writing by the Fire Chief of the Los Angeles Fire Department.

- C. Service During Term After Base Services Period Ends

1. In the event that the City requires service beyond one hundred and thirty (130) days, the amount to be paid for each weekly (seven-day period) extension will be \$16,500 per day and include no flight hours. Flight hours will be compensated at a rate of \$6,000 per flight hour, in 0.10 increments.

Due to the need for the CONTRACTOR's services to be provided continuously on an ongoing basis, the CONTRACTOR may have provided services prior to the execution of this FOURTH AMENDMENT. To the extent that said services were performed in accordance with the terms and conditions of this FOURTH AMENDMENT, those services are hereby ratified by the City.

DRAFT

Except as amended by this FOURTH AMENDMENT, all other provisions of City Contract C-113693 and its previous amendments shall remain in full force and effect. This amendment includes three (3) pages, and constitutes the complete understanding and agreement between the parties. This amendment is executed in four (4) copies, each of which is deemed to be an original.

[Signature page to follow.]

DRAFT

IN WITNESS WHEREOF the parties hereto have executed this Agreement to be executed by their respective duly authorized representatives.

ERICKSON AIR-CRANE INCORPORATED

DATE: _____

BY: _____

Name: _____

Title: _____

DATE: _____

BY: _____

Name: _____

Title: _____

THE CITY OF LOS ANGELES

DATE: _____

BY: _____

BRIAN L. CUMMINGS

Fire Chief

Los Angeles Fire Department

APPROVED AS TO FORM:

CARMEN A. TRUTANICH
City Attorney

ATTEST:

JUNE LAGMAY
City Clerk

BY: _____

Anthony-Paul Diaz
Deputy City Attorney

BY: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business License Number:

162768-85

Internal Revenue Service ID Number:

93-1307561/JHG-97-844221

Agreement Number:

C-113693-4