

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

March 5, 2013

BOARD OF FIRE COMMISSIONERS
FILE NO. 13-031

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: FIFTH AMENDMENT TO ERICKSON HELITANKER AGREEMENT – C-113693

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 Withdrawn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 Fifth Amendment to Agreement No. C-113693 to increase the ceiling for FY2012-13 of \$2,205,000 by \$33,600, to a new total of \$2,238,600.
2. Authorize the Fire Chief, subject to the approval of the Mayor and City Council, to execute the Fifth Amendment.
3. Direct the Commission Executive Assistant II to transmit this amendment to the Mayor and City Council for approval, subject to final approval as to form by the City Attorney.

Summary: Attached for the Board's consideration is the Fifth Amendment to Agreement No. C-113693 between the City of Los Angeles and Erickson Air-Crane, Incorporated (Erickson) to secure firefighting helitanker aircraft services.

The Fifth Amendment provides the Los Angeles Fire Department (LAFD) the services of a helitanker with a 2000-gallon water container capability for 130 days and 10 flight hours during FY2012-13. The helitanker asset augments the LAFD's regular air assets for combating wild land fires in and around the greater Los Angeles area. The attached amendment to Agreement C-113693 amends the ceiling of the contract from \$2,205,000 by \$33,600, to a new ceiling of \$2,238,600. In addition, the reason for this change is the over-expenditure of flight hours. The City of Los Angeles was requested to deploy the helitanker to the Williams Fire. This resulted in expenditure of 8.8 hours (3.1 flight hours on 9/3/12 and 5.7 flight hours on 9/4/12) against the agreement. The LAFD has billed the Angeles National Forest (ANF) to reimburse the LAFD for this expense. The reimbursement will total \$86,258.48, and is expected to be received in the current fiscal year.

Background: On September 3 and 4, 2012, a request from ANF was received by the LAFD to support and augment air assets at the Williams Fire. The LAFD alerted Erickson of the requirements and deployed the airship to battle the fire. Immediately following the fire, the LAFD Revenue Section prepared and submitted a bill in the amount of \$86,258.48 to the ANF agency for reimbursement of the expenses the LAFD incurred.

As a result of the support provided to battle the Williams Fire, the LAFD exceeded the allowed budget of the Erickson Air-Crane contract (C-113693) for FY 2012-13. The ceiling on the agreement was limited to 130 days of standby and 10 flight hours at a total expense of \$2,205,000. As a result of this deployment, the LAFD exceeded the contract by 5.6 flight hours. At a cost of \$6,000 per flight hour, the contract was exceeded by \$33,600.00.

Fiscal Impact: The LAFD will incur an additional cost against its general fund in the amount of \$33,600.00. The LAFD does have sufficient funds available in Fund 100 Account 003040 to cover these expenses. In addition, the City will gain \$86,258.48 in revenue from the reimbursement paid by ANF. The net difference is the LAFD was able to operate the Erickson helitanker at a net cost savings of \$52,658.48 in FY2012-13.

Conclusion: Approval of the amendment to Agreement C-113693 is vital to fire protection and mitigation efforts by the LAFD in what has become a year-round brush fire season. The benefits the helitanker brings to the Los Angeles basin is a crucial, well-proven asset in achieving the optimum level of response undertaken by the LAFD to ensure fire/life safety throughout the greater Los Angeles area.

This board report was prepared by William R. Jones, Senior Management Analyst II, Administrative Services Bureau.

Attachment

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

THIS FIFTH 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-113693 for the period of July 18, 2008 through June 30, 2009, 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, 2009 through June 30, 2010, 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 a 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 City desires in this fifth amendment to increase the maximum compensation of Contract No. C-113693 to \$2,238,600; and

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

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 \$2,238,600 to the Contractor, which includes a specific service period of 18.57 weeks (130 days) and up to fifteen and six tenths (15.6) 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.

Except as amended by this FIFTH AMENDMENT, all other provisions of City Contract C-113693 and its previous amendments shall remain in full force and effect. This amendment includes two (2) 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.]

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-113693-5