

LOS ANGELES FIRE COMMISSION

BOARD OF
FIRE COMMISSIONERS

DELIA IBARRA
PRESIDENT

ANDREW GLAZIER
VICE PRESIDENT

JIMMY H. HARA, M.D.
REBECCA NINBURG
JIMMIE WOODS-GRAY

LETICIA GOMEZ
COMMISSION EXECUTIVE ASSISTANT II



ERIC GARCETTI
Mayor

SUE STENGEL
INDEPENDENT ASSESSOR

EXECUTIVE OFFICE
200 NORTH MAIN STREET, SUITE 1840
LOS ANGELES, CA 90012

(213) 978-3838 PHONE
(213) 978-3814 FAX

August 2, 2016

Honorable Members of the City Council
City of Los Angeles
City Hall, Room 395
Attn: City Clerk

Honorable Eric Garcetti
Mayor, City of Los Angeles
City Hall, Room 303
Attn: Mandy Morales, Legislative Coordinator

[BFC 16-070] – FIRST AMENDMENT TO AGREEMENT C-124273 WITH ERICKSON INCORPORATED

At its meeting of August 2, 2016, the Board of Fire Commissioners approved the report and its recommendations. The report is hereby transmitted concurrently to the Mayor and City Council for consideration and approval.

Should you need additional information, please contact the Board of Fire Commissioners' office at 213-978-3838.

Sincerely,

Sandra Gonzalez
Acting Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners (without attachments)
Fire Chief Ralph M. Terrazas (without attachments)

LOS ANGELES FIRE DEPARTMENT



APPROVED:
BOARD OF FIRE COMMISSIONERS
BY: *Andrew B. Kelly* 8/2/16
COMMISSION EXECUTIVE ASSISTANT

RALPH M. TERRAZAS
FIRE CHIEF

July 13, 2016

BOARD OF FIRE COMMISSIONERS
FILE NO. 16-070

TO: Board of Fire Commissioners
FROM: Ralph M. Terrazas, Fire Chief *A.T.*
SUBJECT: FIRST AMENDMENT TO AGREEMENT C-124273 WITH ERICKSON INCORPORATED

FINAL ACTION: Approved Approved w/Corrections Withdrawn
 Denied Received & Filed Other

SUMMARY

On June 24, 2014, the Los Angeles Fire Department (LAFD) obtained City Council approval (CF 14-0750) to execute Agreement C-124273 with Erickson Incorporated (Erickson) for aerial firefighting services. The Agreement is for a term of five years from July 1, 2014 through June 30, 2019.

Attached for consideration by the Board is the First Amendment to Agreement C-124273 with Erickson to update LAFD representatives listed on the Agreement, and to clarify the daily rate for service activated before or after the annual base performance period.

The Amendment has been approved by the City Attorney as to form.

RECOMMENDATION

That the Board:

- 1. Authorize the Fire Chief to execute the First Amendment to the Agreement with Erickson Incorporated, subject to approval of the Mayor and City Council.
- 2. Transmit the First Amendment to the Mayor for approval in accordance with Executive Directive 3, and to the City Council for approval.

FISCAL IMPACT

There is no fiscal impact with execution of the First Amendment.

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

Attachment

**FIRST AMENDMENT TO AGREEMENT C-124273
BETWEEN
THE CITY OF LOS ANGELES
AND
ERICKSON INCORPORATED**

THIS FIRST AMENDMENT to Agreement C-124273 between the City of Los Angeles (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Erickson Incorporated (hereinafter referred to as "CONTRACTOR"), a Delaware corporation, is entered into with reference to the following:

WHEREAS, the LAFD issued a Request for Proposal (RFP No. 2013-38-001) for qualified CONTRACTORS to perform dedicated aircraft (hereinafter referred to as "helitanker") services to perform aerial firefighting services during the CITY's annual brush fire season to augment the LAFD's air attack assets to combat major brush fire incidents; and

WHEREAS, the CITY evaluated the CONTRACTOR's responsive proposal and selected the CONTRACTOR's proposal as the best-value and availability of the desired helitanker services, and has negotiated with the CONTRACTOR to provide the services specified herein; and

WHEREAS, the Parties entered into Agreement C-124273, on July 24, 2014 for a five (5) year term wherein CONTRACTOR agreed to provide aerial helitanker services covering the 2014-15 through 2018-19 fiscal years and corresponding fire seasons; and

NOW, THEREFORE, in consideration of the premises, representations, covenants and agreements set forth herein, the Parties represent, covenant and agree to amend Agreement C-124273 as follows:

Section 1.B.1, of the Agreement is hereby amended to read in its entirety as follows:

1. The CITY's representative will be as follows, unless otherwise stated in this Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, California 90012

With copies to:
Joseph Castro, Chief Deputy
Commander, Emergency Operations
Los Angeles Fire Department
200 North Main Street, 18th Floor
Los Angeles, California 90012

Section 6.D, of the Agreement is hereby amended to read in its entirety as follows:

D. Service Before and After Base Services Period

In the event that the CITY requires service before or after the base performance period, the terms and amount to be paid for each day and flight hour will be the same as during the contracted performance period.

The LAFD will notify the CONTRACTOR when the CITY determines that services are needed. The CONTRACTOR will assess its schedule and confirm the aircraft is available. If the aircraft is available, the CONTRACTOR will provide the services needed. If the call is before noon, a full day of daily rate will be paid by the CITY. If the call is after noon, one (1) half day of the daily rate will be paid by the CITY. All flight time will be subject to the current flight time rate. In the event that CONTRACTOR provides fuel from CONTRACTOR's fuel inventory, CITY will be billed for fuel usage at then current prevailing fuel rates plus 5%.

The request by the CITY will be on a day-by-day basis, at the CITY's discretion, and will not activate the base performance period.

Any request by the LAFD will be subject to the CONTRACTOR's schedule and availability of an aircraft, and CONTRACTOR reserves the right to decline any request.

In the case of a holdover after the base performance period, the LAFD will endeavor to notify the CONTRACTOR at least fourteen (14) days prior to departure, if the aircraft is needed to be held over. The CONTRACTOR will assess its schedule and confirm the aircraft is still available. Any holdover is subject to the availability of additional funds by the Mayor and CITY Council and will be subject to the CONTRACTOR's schedule and availability of an aircraft.

Except as amended by this First Amendment, all other provisions of Agreement C-124273 shall remain unchanged and in full force and effect.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective duly authorized representatives.

Dated: _____

For: THE CITY OF LOS ANGELES

By: _____

RALPH M. TERRAZAS
Fire Chief
Los Angeles Fire Department

Dated: _____

For: ERICKSON INCORPORATED

By: _____

By: _____

Approved as to Form:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

LAUREL L. LIGHTNER
Assistant City Attorney

By: _____

Deputy City Clerk

Dated: _____

Dated: _____