



**NOTICE AND CALL OF A SPECIAL MEETING OF
THE ORANGE COUNTY FIRE AUTHORITY
EXECUTIVE COMMITTEE**

A Special Meeting of the
Orange County Fire Authority Executive Committee
has been scheduled for December 5, 2019
at 12:00 Noon

The meeting will be held at:
Orange County Fire Authority
Regional Fire Operations & Training Center
Board Room
1 Fire Authority Road
Irvine, CA

The business to be transacted at the meeting will be
as shown on the attached Agenda.

Opportunity will be provided for members of the public to address the
Orange County Fire Authority Executive Committee
regarding any item of business as described on the Agenda.

Joe Muller, Chair



ORANGE COUNTY FIRE AUTHORITY

AGENDA

EXECUTIVE COMMITTEE SPECIAL MEETING

Thursday, December 5, 2019

12:00 noon

Regional Fire Operations and Training Center

Board Room

1 Fire Authority Road

Irvine, CA 92602

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or discussion shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the Executive Committee Members after the posting of this agenda are available for review at the Orange County Fire Authority Regional Fire Operations & Training Center, 1 Fire Authority Road, Irvine, CA 92602 or you may contact Sherry A.F. Wentz, Clerk of the Authority, at (714) 573-6040 Monday through Thursday, and every other Friday from 8 a.m. to 5 p.m. and available online at <http://www.ocfa.org>

If you wish to speak before the Fire Authority Board, please complete a Speaker Form identifying which item(s) you wish to address. Please return the completed form to the Clerk of the Authority prior to being heard before the Board. Speaker Forms are available at the counters of both entryways of the Board Room.



In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the Clerk of the Authority at (714) 573-6040.

CALL TO ORDER

INVOCATION by OCFA Chaplain Si

PLEDGE OF ALLEGIANCE by Vice Chair Hasselbrink

ROLL CALL

1. PRESENTATIONS

No items.

PUBLIC COMMENTS

Resolution No. 97-024 established rules of decorum for public meetings held by the Orange County Fire Authority. Resolution No. 97-024 is available from the Clerk of the Authority.

Any member of the public may address the Committee on items within the Committee's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person. Please address your comments to the Committee as a whole, and do not engage in dialogue with individual Committee Members, Authority staff, or members of the audience.

The Agenda and Minutes are now available through the Internet at www.ocfa.org. You can access upcoming agendas on the Monday before the meeting. The minutes are the official record of the meeting and are scheduled for approval at the next regular Executive Committee meeting.

REPORTS

No items.

2. MINUTES

No items.

3. CONSENT CALENDAR

A. Next Generation Aerial Operations Pilot Program Extension – Additional Donation and Related Contract Amendments

Submitted by: Brian Fennessy, Fire Chief

Recommended Actions:

1. Approve and authorize the execution of Amendment One to the Funding Agreement with Southern California Edison, substantially in the form proposed, to increase the previous donation by \$880,000 to extend the NextGen Pilot Program and fund the lease of aircraft and other related program costs.
2. Approve and authorize the execution of Amendment One to the Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc., substantially in the form proposed, to identify additional available aircraft and extend the term of the agreement through January 1, 2020.
3. Approve and authorize the Purchasing Manager to increase the Professional Services Agreements for Air Tactical Group Supervisors as needed up to \$200,000 each for an aggregate total not to exceed \$750,000 for Air Tactical Group Supervisors services for the NextGen and Fire Integrated Real-time Intelligence System pilot programs.

4. DISCUSSION CALENDAR

No items.

COMMITTEE MEMBER COMMENTS

CLOSED SESSION

No items.

ADJOURNMENT - The next regular meeting of the Orange County Fire Authority Executive Committee is scheduled for Thursday, January 23, 2020, at 5:30 p.m.

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted in the lobby, front gate public display case, and website of the Orange County Fire Authority, Regional Fire Training and Operations Center, 1 Fire Authority Road, Irvine, CA, not less than 24 hours prior to the meeting. Dated this 4th day of December 2019.

Sherry A.F. Wentz, CMC
Clerk of the Authority

UPCOMING MEETINGS:

Budget and Finance Committee Meeting

Wednesday, January 8, 2020, 12 noon

Executive Committee Meeting

Thursday, January 23, 2020, 5:30 p.m.

Board of Directors Meeting

Thursday, January 23, 2020, 6:00 p.m.



Orange County Fire Authority
AGENDA STAFF REPORT

Executive Committee Meeting
December 5, 2019

Agenda Item No. 3A
Consent Calendar

**Next Generation Aerial Operations Pilot Program Extension –
Additional Donation and Related Contract Amendments**

Contact(s) for Further Information

Brian Fennessy, Fire Chief

brianfennessy@ocfa.org

714.573.6010

Summary

This item is submitted for approval to increase and extend the previously approved agreements issued in support of the Next Generation Aerial Operations Based Pilot Program (NextGen) as a result of an increase in donations by Southern California Edison (SCE).

Prior Board/Committee Action

On June 27, 2019, the Board of Directors authorized the execution of agreements with SCE, Coulson Aviation (USA) Inc (CAI), and several Air Tactical Group Supervisors (ATGS) in support of the NextGen Pilot Program.

On August 22, 2019, the Board of Directors authorized the Purchasing Manager to increase the aggregate total amount for ATGS services by \$250,000 to \$500,000 for the Fire Integrated Real-time Intelligence System Pilot Program, with the individual agreement amounts not to exceed \$120,000.

RECOMMENDED ACTION(S)

1. Approve and authorize the execution of Amendment One to the Funding Agreement with Southern California Edison., substantially in the form proposed, to increase the previous donation by \$880,000 to extend the NextGen Pilot Program and fund the lease of aircraft and other related program costs.
2. Approve and authorize the execution of Amendment One to the Public Aircraft Lease and Service Agreement with Coulson Aviation (USA), Inc., substantially in the form proposed, to identify additional available aircraft and extend the term of the agreement through January 1, 2020.
3. Approve and authorize the Purchasing Manager to increase the Professional Services Agreements for Air Tactical Group Supervisors as needed up to \$200,000 each for an aggregate total not to exceed \$750,000 for Air Tactical Group Supervisors services for the NextGen and Fire Integrated Real-time Intelligence System pilot programs.

Impact to Cities/County

Not Applicable.

Fiscal Impact

Funding for the extension of the NextGen Pilot Program will come in the form of an increase of \$880,000 to the previous donation from SCE. A budget adjustment increasing revenues and expenditures by \$880,000 will be added to the agenda for the Board of Directors at the next regularly scheduled meeting.

Background

NextGen Pilot Program

The NextGen Pilot Program was designed to enhance the regional wildland firefighting capabilities through the use of various innovative technology. As the fire season and the Pilot Program progressed, the region is already realizing the benefits of having these additional resources available. The NextGen platform has been utilized on 19 incidents throughout Los Angeles City, Los Angeles County, Ventura County, Riverside County, and Orange County. Some of the larger incidents that have benefitted from the programs include the Saddleridge Fire, Getty Fire, Tick Fire, and the Maria Fire.

Program Functionality

CAI is a privately-owned provider of primary and secondary aerial firefighting services to national and international firefighting agencies in the northern and southern hemispheres. CAI provides water-dropping aircraft capable of flying day and night for the Pilot Program.

The NextGen Pilot Program requires the services of an Air Tactical Group Supervisor (ATGS). ATGS personnel serve as aircrew members in the respective aircraft and are responsible for managing the incident airspace and coordinating the fixed- and rotary-wing aircraft operations over an incident. These same ATGS services are also utilized in the Fire Integrated Real Time Intelligence System (FIRIS) Pilot Program, which began September 1, 2019.

Recommendation

As a result of the realized benefit of having the Pilot Program resources available, and due to the potential for a recurrence of high-risk fire conditions, SCE has agreed to increase its previous donation by \$880,000 to continue the NextGen Pilot Program.

Program Component	Description	Amount
Coulson Aviation, Inc. (CAI)	Fixed Lease Amount: \$25,000/day x 33 Days	\$825,000
ATGS Service Providers	Daily Availability: \$1,600/day x 33 Days	\$52,800
Remaining Balance	May be utilized for administrative costs, as needed.	\$2,200
	Total:	\$880,000

Staff recommends approval of the stated recommended actions to allow for the continued operation of the Pilot Program. Staff will request approval from the Board of Directors to approve a budget adjustment to recognize the donation from SCE and appropriate funds to the FY 2019/20 General Fund Budget at its next regular meeting.

General Counsel has reviewed and approved the proposed agreements.

Attachment(s)

1. Proposed Amendment One to the Funding Agreement with SCE
2. Proposed Amendment One to the Public Aircraft Lease Agreement with CAI
3. Sample Amendment to the Professional Services Agreements for ATGS Services

**AMENDMENT NUMBER ONE TO THE
FUNDING AGREEMENT BY AND BETWEEN THE ORANGE COUNTY FIRE
AUTHORITY AND SOUTHERN CALIFORNIA EDISON COMPANY**

This Amendment Number One to the Funding Agreement (“First Amendment”) is by and between THE ORANGE COUNTY FIRE AUTHORITY, a California Joint Powers Authority (“OCFA”) and SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation (“SCE”), and is effective on the last date when both Parties sign this Amendment One (the “Amendment Effective Date”). OCFA and SCE may be referred to herein collectively as the “Parties”).

RECITALS

WHEREAS, the Parties have entered into that certain Funding Agreement, which is incorporated herein by reference, that sets forth the terms and conditions pursuant to which SCE has contributed funds to OCFA for the funding of helicopter leases and operations to support fire suppression activities; and

WHEREAS, the current helicopter leases expire on or around November 28, 2019; and

WHEREAS, OCFA desires to extend the leases, and SCE intends to provide additional funding to OCFA for the fixed lease costs of the helicopters for the extended lease terms.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Additional Funding and New Lease Term.

Within seven business days of the Amendment Effective Date, SCE will electronically transfer to OCFA an additional payment in the amount of Eight Hundred and Eighty Thousand Dollars (\$880,000). OCFA will use this payment exclusively to fund an extension of the current leases and operations described in the Funding Agreement through at least December 31, 2019. If, for any reason, OCFA does not enter lease extensions by December 15, 2019, or such other date agreed to by the Parties in writing, then OCFA shall return the additional payment to SCE.

2. Governing Law.

This First Amendment shall be interpreted, governed, and construed under the laws of the State of California as if executed and to be performed wholly within the State of California.

3. Other Agreement Terms.

Except as specifically modified in this First Amendment, the terms and conditions of the Funding Agreement shall remain in full force and effect for the term of this First Amendment as set forth in the following section number 4.

4. Term and Survival.

This First Amendment shall be effective as of the Amendment Effective Date through the date that all obligations of the Parties hereto with respect to this First Amendment and the Funding Agreement have been satisfied, except that the Parties shall continue to be bound by the provisions of the Funding Agreement which by their nature survive such completion or termination, including Section 4 (“Indemnification”).

5. Counterparts and Electronic Signatures.

This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Documents executed, scanned and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of the First Amendment and all matters related thereto, with such scanned and electronic signatures having the same legal effect as the original signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Funding Agreement to be executed by their duly authorized representatives.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Brian Fennessy
Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: _____

“SCE”

**SOUTHERN CALIFORNIA EDISON
COMPANY**

Date: _____

By: _____

Name _____

Title _____

Date: _____

By: _____

Name _____

Title _____

**AMENDMENT NUMBER ONE TO
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT (“First Amendment”) is made this 5th day of December 2019

BETWEEN:

COULSON AVIATION (USA) INC., a limited liability company organized under the laws of the State of Oregon (“**CAI**”); and

ORANGE COUNTY FIRE AUTHORITY, a California joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov’t Code §§ 6500 *et seq.*) (“**OCFA**”).

WHEREAS:

- (A) OCFA and CAI entered into that certain Public Aircraft Lease and Service Agreement on the 27th day of June 2019 (the “Public Aircraft Agreement”), which is incorporated herein by reference, to lease the Aircraft and obtain services for operation of OCFA’s Governmental Functions, all as described in the Public Aircraft Agreement; and
- (B) OCFA and CAI wish to extend the term of the Public Aircraft Agreement until January 1, 2020 to ensure the continued supply of such Aircraft and services to OCFA and operation of the Aircraft for OCFA in OCFA’s Governmental Functions as specified in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Public Aircraft Agreement, together with other good and valuable consideration, and intending to be legally bound hereby, the parties agree as follows:

1. Section 1.1 (DEFINITIONS) of the Public Aircraft Agreement is revised as set forth below:

- (A) The definition for “Aircraft” is amended and restated to read as follows:

“Aircraft” means one (1) Blackhawk _____ helicopter certified to be designated with FAA Registration mark _____ and manufacturer’s serial _____.

- (B) The definitions for “Aircraft One” and “Aircraft Two” are deleted in entirety.
- (C) The definitions for “Aircraft One Flight Hour Payment” and “Aircraft Two Flight Hour Payment” are deleted in entirety, and a new definition for “Aircraft Flight Hour Payment” is inserted to read as follows:

“Aircraft Flight Hour Payment” means Four Thousand dollars (\$4,000) per flight hour including fuel.

- (D) The definition for “Daily Rental Payment” is amended and restated to read as follows:

“Daily Rental Payment” means an amount not to exceed Twenty Thousand dollars (\$20,000), which shall include in addition to lease of the Aircraft, an 8000 USG fuel truck and driver, and a mobile support base (Prevost Bus).

(E) The definition for “Term” is amended and restated to read as follows:

“Term” means a period running from the Commencement Date until 6:00 AM on January 1, 2020.

2. Section 5.2 (Pilot Requirements) of the Public Aircraft Agreement is amended and restated to read as follows:

5.2 Pilot Requirements

CAI shall provide two (2) pilots for operation of the Aircraft during Day Operations, and two (2) pilots for operation of the Aircraft during Night Operations.

3. Section 5.3 (Mechanic Requirements) of the Public Aircraft Agreement is amended and restated to read as follows:

5.3 Mechanic Requirements

CAI shall provide two (2) mechanics for operation of the Aircraft during Day Operations, and two (2) mechanics for operation of the Aircraft during Night Operations.

4. Section 5.4 (Air Tactical Group Supervisor (ATGS) Requirements) of the Public Aircraft Agreement is amended and restated to read as follows:

5.4 Air Tactical Group Supervisor (ATGS) Requirements

OCFA shall provide one (1) ATGS for the Aircraft.

5. Section 5.5 (Camera Operator Requirements) of the Public Aircraft Agreement is amended and restated to read as follows:

5.5 Camera Operator Requirements

OCFA shall provide one (1) camera operator to be available for Aircraft Night Operations.

6. Section 5.6 (Ground Crew Requirements) of the Public Aircraft Agreement is amended and restated to read as follows:

5.6 Ground Crew Requirements

CAI shall provide ground crew to operate the fuel truck for the Aircraft during both Day and Night Operations.

7. Section 6.1 (Flight Missions) is amended to read as follows:

6.1 Flight Missions

Operations of the Aircraft shall be available for both Day and Night Operations. All operations shall be conducted in support of and as part of OCFA's Governmental Functions related to firefighting, and shall be in accordance with operating rules applicable to all aircraft in the National Airspace System. [*remainder of paragraph to remain unaltered*]

8. Except as modified above, all terms and condition of the Public Aircraft Agreement shall remain unchanged and in full force and effect.

9. The persons executing this First Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this First Amendment on behalf of said parties and that by so executing this First Amendment the parties are formally bound by the provisions of this First Amendment.

[Signatures on Following Page]

IN WITNESS WHEREOF, CAI and OCFA have each caused this First Amendment to be duly executed and delivered by each of CAI and OCFA on the date first above written.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Brian Fennessy
Fire Chief

APPROVED AS TO FORM.

ATTEST:

By: _____

David E. Kendig
General Counsel

Sherry A.F. Wentz
Clerk of the Board

Date: _____

“CAI”

COULSON AVIATION (USA) INC

Date: _____

By: _____

Name _____

Title _____

Date: _____

By: _____

Name _____

Title _____

**ORANGE COUNTY FIRE AUTHORITY
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NUMBER ONE TO PROFESSIONAL SERVICES AGREEMENT (“Amendment One”) is made and entered into this 5th day of December, 2019 by and between the Orange County Fire Authority, a joint powers agency created pursuant to the California Joint Exercise of Powers Act (Gov’t Code §§ 6500 *et seq.*) (“OCFA”), and _____, an individual (“Contractor”). OCFA and Contractor are sometimes collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, OCFA and Contractor entered into that certain Professional Services Agreement on the ___ day of _____, 2019 (“Agreement”), to provide Air Tactical Group Supervisor services in support of incident goals and objectives, which is incorporated herein by this reference; and

WHEREAS, OCFA and Contractor desire to increase the contract amount due to the anticipated provision of additional services.

NOW, THEREFORE, OCFA and Contractor mutually agree as follows:

1. Section 3.1 of the Agreement is hereby amended and restated in its entirety to read as follows:

3.1 Compensation of Contractor

For the Services rendered pursuant to this Agreement, Contractor shall be compensated and reimbursed, in accordance with the pricing set forth in the Scope of Services (Exhibit “A”) in an amount not to exceed Two Hundred Thousand Dollars (\$200,000).

2. Except as modified above, all terms and conditions of the Agreement shall remain unchanged and in full force and effect.

3. The persons executing this Amendment One on behalf of the Parties hereto warrant that they are duly authorized to execute this amendment on behalf of said Parties and that by so executing this Amendment One the Parties are formally bound by the provisions of this Amendment One.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Amendment One as of the dates stated below.

“OCFA”

ORANGE COUNTY FIRE AUTHORITY

Date: _____

By: _____

Debbie Casper, C.P.M., CPPB
Purchasing & Materials Manager

“CONTRACTOR”

CONTRACTOR NAME

Date: _____

By: _____

[Name]
[Title]