



# ORANGE COUNTY FIRE AUTHORITY

## AGENDA

**BOARD OF DIRECTORS SPECIAL MEETING**  
**Wednesday, November 10, 2021**  
**6:00 P.M.**

**Regional Fire Operations and Training Center**  
**Board Room**  
1 Fire Authority Road  
Irvine, CA 92602

Link to:

[Board of Directors Member Roster](#)

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 Board of Directors 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 the 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>



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 and identify the need and the requested modification or accommodation. Please notify us as soon as is feasible, however 48 hours prior to the meeting is appreciated to enable the Authority to make reasonable arrangements to assure accessibility to the meeting.

### **NOTICE REGARDING PUBLIC PARTICIPATION** **DURING COVID-19 EMERGENCY**

**The public is permitted to convene in person for this public meeting or view and comment as follows:**

- To watch the meeting online, please go to website at [www.OCFA.org](http://www.OCFA.org)
- To submit an e-comment, please email to [PublicComments@ocfa.org](mailto:PublicComments@ocfa.org)  
Your comments will be forwarded electronically and immediately to the members of the Board.
- To comment Live via Zoom, please [click here for instructions](#).

**You may only comment on the item listed on the agenda.**

**CALL TO ORDER** by Chair Shawver

**PLEDGE OF ALLEGIANCE** by Director Kalmick

**ROLL CALL** by Clerk of the Authority

**PUBLIC COMMENTS**

**Please refer to instructions on how to submit a public comment during COVID-19 Emergency on Page 1 of this Agenda.**

**3. DISCUSSION CALENDAR****A. Modifications to the Quick Reaction Force Pilot Program and Updated Cost Reimbursement Rates**

Submitted by: Brian Fennessy, Fire Chief and Robert C. Cortez, Assistant Chief/Business Services Department

Recommended Actions:

1. Approve and authorize the Purchasing Manager to execute Amendment 1, to the previously approved sole source Public Aircraft Lease Agreement with Coulson Aviation (USA), Inc. in a form substantially consistent with the attachment and approved by legal counsel, to change aircraft from the CH-47 to the S-61 and to modify the standby and flight rates accordingly.
2. Approve and authorize the Fire Chief to execute Amendment 1 to the Funding Agreement with SCE in a form substantially consistent with the attachment and approved by legal counsel to replace the CH-47 with the S-61 aircraft for the duration of the 30-day program extension.
3. Approve the updated Cost Reimbursement Rate equipment schedule to include standby and hourly flight rates for the S-61 helitanker with an effective date of November 12, 2021.

**BOARD MEMBER COMMENTS**

**ADJOURNMENT** – The next regular meeting of the Orange County Fire Authority Board of Directors is scheduled for Thursday, November 18, 2021, at 6:00 p.m.

**AFFIDAVIT OF POSTING**

I hereby certify under penalty of perjury and as required by the State of California, Government Code § 54954.2(a), that the foregoing Agenda was posted in the lobby and front gate public display case of the Orange County Fire Authority, Regional Fire Operations and Training Center, 1 Fire Authority Road, Irvine, CA, not less than 24 hours prior to the meeting.

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Maria D. Huizar, CMC  
Clerk of the Authority



Orange County Fire Authority  
**AGENDA STAFF REPORT**

Board of Directors Special Meeting  
November 10, 2021

Agenda Item No. 3A  
Discussion Calendar

**Modifications to the Quick Reaction Force Pilot Program and Updated Cost Reimbursement Rates**

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**Contact(s) for Further Information**

Brian Fennessy, Fire Chief	<a href="mailto:brianfennessy@ocfa.org">brianfennessy@ocfa.org</a>	714.573.6010
Robert C. Cortez, Assistant Chief Business Services Department	<a href="mailto:robertcortez@ocfa.org">robertcortez@ocfa.org</a>	714.573.6012

**Summary**

This agenda item is submitted to request approval to update the Quick Reaction Force (QRF) agreements with Coulson Aviation (USA) Inc. (CAI) and Southern California Edison (SCE) to reflect a change in aircraft for the optional 30-day program extension period. This change also necessitates an updated Cost Reimbursement rate schedule.

**Prior Board/Committee Action**

At the April 22, 2021 Board of Directors meeting, the Board authorized the QRF Pilot Program, which included the approval of a \$10.9 million spending cap via Southern California Edison MOU funding and anticipated cost recovery. Additionally, the board approved various agreements for services including helitanker and aerial supervision aircraft, mobile retardant base, and Air Tactical Group Supervisors (ATGSS).

At the June 24, 2021, Board of Directors meeting, the Board approved the FY 2021/22 Cost Reimbursement Rate schedule, which included variable personnel, equipment and aircraft rates for the QRF program.

At the September 23, 2021, Board of Directors meeting, the Board approved the addition of the fixed personnel, equipment and aircraft for the QRF program to allow for 100% cost recovery from agencies outside the SCE territory requesting QRF support, as was the case during the Northern California wildfires.

**RECOMMENDED ACTION(S)**

1. Approve and authorize the Purchasing Manager to execute Amendment 1, to the previously approved sole source Public Aircraft Lease Agreement with Coulson Aviation (USA), Inc. in the form substantially consistent with the attachment and approved by legal counsel, to change aircraft from the CH-47 to the S-61 and to modify the standby and flight rates accordingly.
2. Approve and authorize the Fire Chief to execute Amendment 1 to the Funding Agreement with SCE in a form substantially consistent with the attachment and approved by legal counsel to replace the CH-47 with the S-61 aircraft for the duration of the 30-day program extension.
3. Approve the updated Cost Reimbursement Rate equipment schedule to include standby and hourly flight rates for the S-61 helitanker with an effective date of November 12, 2021.

## **Impact to Cities/County**

Not Applicable

## **Fiscal Impact**

Updates to the Cost Reimbursement Rate schedule will provide the basis for OCFA to submit cost recovery requests.

## **Background**

The Quick Reaction Force (QRF) Pilot Program 150-day contract with a 30-day contract extension period was approved by the Board of Directors at their April 22, 2021 meeting with a program start date of June 15, 2021. Soon after, OCFA was contacted by Coulson Aviation concerning an opportunity to secure a four-year contract in Australia for the CH-47 currently stationed in Orange County. At the time, Coulson Aviation understood the SCE contract funding was for 150-days with the option to extend by 30-days at their sole discretion. Because the contract extension funding from SCE was not guaranteed, Coulson believed it was not obligated to make the CH-47 available for the optional extension period, and would instead provide the S-61 in its place.

The S-61 helitanker has the capacity to drop up to 1,000 gallons of water, which is almost three times the capacity of our existing OCFA helicopters. The S-61 helitanker is identical to the Next Generation Aircraft operated by OCFA in 2019, but its 1,000-gallon capacity is smaller than the 3,000-gallon capacity in the CH-47.

Additionally, SCE was informed that if they were to fund the 30-day extension, the CH-47 would be unavailable but that S-61 would be made available instead. SCE agreed to the substitution. Therefore, based on the shared understanding of Coulson Aviation's contractual obligations, and because all other QRF resources are available to the OCFA within a relatively short travel time (less than one hour), OCFA management does not object to the exchange of the aircraft.

## **Reimbursement Rate Schedule**

OCFA adopts the Cal OES California Fire Assistance Agreement (CFAA) and Federal Emergency Management Agency (FEMA) approved rates, except for the helicopter rates, to submit reimbursement for the use on the fire incidents. The rates for the QRF Pilot Program are also added to the Rate Schedule and include daily standby and hourly flight rates for the CH-47 Helitanker and the S-76 Aerial Supervision Aircraft. As of November 12, 2021, Coulson Aviation will be replacing the CH-47 Helitanker with the S-61 Helitanker. This change in aircraft necessitates updating the Cost Reimbursement Rate schedule.

## **Attachment(s)**

1. Amendment One to the Public Aircraft Lease Agreement with Coulson Aviation (USA) Inc.
2. Amendment One to the Funding Agreement with Southern California Edison
3. Proposed Cost Reimbursement Rates

## Amending Agreement to the Public Aircraft Lease and Service Agreement

**TO:** **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

**FROM:** **Coulson Aviation (USA) Inc.**, limited liability company organized under the laws of the State of Oregon ("**CAI**").

**RE:** **Public Aircraft Lease and Service Agreement** between CAI and OCFA dated 22<sup>nd</sup> day of April 2021 (the "**Agreement**")

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**WHEREAS:**

- A. CAI and OCFA are parties to the Agreement.
- B. CAI and OCFA desire to amend the Agreement on the terms and conditions herein contained.
- C. The amendments shall, unless otherwise specifically set out, be effective as of November 10, 2021 (the "Amendment Effective Date").
- D. Subject to the amendments set out herein, the Agreement shall remain in full force and effect and shall continue to govern the relationship of the parties.

**AGREEMENT:**

In consideration of the covenants and agreements between the parties hereto contained in this agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as of the Amendment Effective Date, the parties hereto agree as follows:

- 1. **Definitions.** Unless otherwise defined herein, capitalized words and phrases used herein shall have the meanings set out in the Agreement.
- 2. **Amendments to Agreement.** The Agreement shall be amended as set out below:
  - 2.1 Appendix 3 Compensation paragraph 1.1 I is amended by deleting the words "One 1) CH-47D Very Large Helitanker (VLHT) & support (fuel truck, bus, etc.)  
a) Daily standby rate (24-hours): \$32,000 USD"  
  
and replacing with the words "One 1) S-61N Very Large Helitanker (VLHT) & support (fuel truck, bus, etc.)  
a) Daily standby rate (24-hours): \$21,000 USD".
  - 2.2 Appendix 3 Compensation paragraph 1.2 is amended by deleting the words "42,000" and replacing with the words "31,000".
  - 2.3 Appendix 3 Compensation paragraph 2 I is amended by deleting the words "For the CH-47D \$8,000 per hour, (Agency Responsibility). The cost of which includes fuel" and replacing with the words "For the S-61 \$5,000 per hour, (Agency Responsibility). The cost of which includes fuel"

2.4 Appendix 3 Compensation Table 1 Aircraft I

Table 1 Aircraft

Aircraft Make & Model	FAA Registration Number	Manufacture Number	Rate with Pilot	Standby Rate
Boeing CH-47D	N42CU	91-00270	\$8,000	\$32,000
Sikorsky S-76	N76CG	760355	\$3,500	\$10,000

Is deleted and replaced with

Table 1 Aircraft

Aircraft Make & Model	FAA Registration Number	Manufacture Number	Rate with Pilot	Standby Rate
Sikorsky S-61	N161CG	61363	\$5,000	\$21,000
Sikorsky S-76	N76CG	760355	\$3,500	\$10,000

3. **Continuing Effect.** Each of the parties hereto acknowledges and agrees that the Agreement, as amended by this agreement, shall be and continues in full force and effect and is hereby confirmed and the rights and obligations of all parties thereunder shall be not affected or prejudiced in any matter except as specifically provided for herein.
4. **Counterpart Execution.** This agreement may be executed and delivered in separate counterparts and delivered by one party to the other by electronic means, each of which when so executed and delivered shall be deemed an original and all such counterparts shall together constitute one and the same agreement.

To evidence their mutual agreement to this amendment, the Parties have executed this agreement, by their duly authorized officers effective as of the date indicated below.

**ACCEPTED AND AGREED** to on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**Coulson Aviation (USA) Inc.**

**Orange County Fire Authority**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Britt Coulson

Name: Brian Fennessy

Title: President & COO

Title: Fire Chief

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

This "FIRST AMENDMENT TO FUNDING AGREEMENT BY AND BETWEEN THE ORANGE COUNTY FIRE AUTHORITY AND SOUTHERN CALIFORNIA EDISON COMPANY" (this "First Amendment") is made and entered into by and between the Orange County Fire Authority ("OCFA"), a California Joint Powers Authority., and Southern California Edison Company, a California corporation ("SCE"). Hereinafter, the OCFA and SCE may be referred to collectively as the "Parties."

**RECITALS**

A. On or about June 1, 2021, the Parties entered into that certain agreement entitled "FUNDING AGREEMENT BY AND BETWEEN THE ORANGE COUNTY FIRE AUTHORITY AND SOUTHERN CALIFORNIA EDISON COMPANY" (the "Original Agreement") whereby SCE agreed to pay the OCFA \$7,725,000 (the "Initial Funding Amount") to fund the costs for any aircraft stand-by charges (non-flight, non-operation time) incurred by the OCFA under a separate agreement between the OCFA and Coulson Aviation USA, Inc. ("CAI") for the lease, maintenance, and operation of certain aircraft and related equipment.

B. Section 2 of the Original Agreement is entitled "Option to Extend the Lease Period" and provides that SCE shall have the option to extend the Original Agreement by 30 calendar days by providing notice to the OCFA on or before the 120th day of the initial term and, if SCE exercises the option, requires SCE to pay the OCFA \$1,545,000 (the "Extension Amount") to fund the costs for any aircraft stand-by charges (non-flight, non-operation time) incurred by the OCFA during the extended term.

C. During the initial term of the Original Agreement, the aircraft and related equipment leased from CAI by the OCFA (and for which SCE provided funds to cover the costs for any aircraft stand-by charges (non-flight, non-operation time) incurred by the OCFA), the aircraft and related equipment were mobilized to the Lake Tahoe area to assist with providing fire suppression activities related the Caldor Fire.

D. On or about October 11, 2021, SCE notified the OCFA that it wished to exercise its option to extend the term of the Original Agreement by 30 days but informed the OCFA that it would only pay for 20 days' worth of any aircraft stand-by charges (non-flight, non-operation time) incurred by the OCFA during the 30-day extended term because SCE claimed the OCFA would be reimbursed by the U.S. Forest Service for its actual costs in providing fire suppression activities, including the mobilization and use of the aircraft and related equipment leased under its agreement with CAI, in relation to the Caldor Fire.

E. The Parties wish to execute this First Amendment to memorialize the terms and conditions applicable to the extension of the Original Agreement.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and with reference to the above recitals, the Parties agree as follows:

1. Notwithstanding anything in the Original Agreement to the contrary, the Original Agreement shall operate and remain in effect for both a 150-day initial term and a 30-day extended term (for a total term of 180 days) and shall terminate at the conclusion of the 180th day.

2. Notwithstanding anything in Section 2 of the Original Agreement to the contrary, SCE shall electronically transfer \$810,000 to the OCFA within three (3) business days of its execution of this First Amendment to fund exclusively any aircraft stand-by charges (non-flight, non-operation time) incurred by the OCFA during the 30-day extended term.

3. Starting on November 12 and ending on December 11, 2021, the CH-47D Very Large Helitanker will no longer be available to OCFA as a Fire Suppression Asset. In its place, CAI will make available to OCFA one S-61N Very Large Helitanker.

4. Except for the changes and modifications expressly described in this First Amendment, all other terms and conditions of the Original Agreement shall remain in effect.

5. The Parties agree that this First Amendment may be transmitted and signed by electronic or digital means by either or both Parties and that such signatures shall have the same force and effect as original signatures in accordance with California Civil Code Section 1633.7 and California Government Code Section 16.5.

IN WITNESS WHEREOF, the Parties have executed this First Amendment through their duly authorized representatives as of the last date set forth below.

**ORANGE COUNTY FIRE  
AUTHORITY**

**SOUTHERN CALIFORNIA EDISON  
COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Brian Fennessy

Name: Steven D. Powell

Title: Fire Chief

Title: Executive Vice President, Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**ORANGE COUNTY FIRE AUTHORITY**  
**QRF COST REIMBURSEMENT RATES**  
**EFFECTIVE November 12, 2021**

DESCRIPTION	2021/22 RATE	SOURCE	HOURLY/ DAILY
HELITANKER CH-47 (FLIGHT HOURS)	\$8,000.00	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (FLIGHT HOURS)	\$3,500.00	OCFA CONTRACTOR	Hourly
MOBILE RETARDANT PLANT - OT (1)	\$1,500.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) (0800-2000; 2000-0800)
WATER TENDER (Perimeter Solutions) (2)	\$1,800.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) (0800-2000; 2000-0800)
MOBILE FIRE RETARDANT - PRODUCT (3)	Actual Cost	OCFA CONTRACTOR	Per Mixed Gallon
FREIGHT (Perimeter Solutions) (4)	Actual Cost	OCFA CONTRACTOR	Location and return to point of origin
HELITANKER CH-47 (STANDBY)	\$1,333.33	OCFA CONTRACTOR	Hourly
HELICOPTER SIKORSKY S-76 (STANDBY)	\$416.67	OCFA CONTRACTOR	Hourly
MOBILE RETARDANT PLANT-OT (STANDBY) (1)	\$458.33	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
WATER TENDER (Perimeter Solutions - STANDBY) (2)	\$150.00	OCFA CONTRACTOR	12-Hour Shift (operational period(s) 0800-2000;2000-0800)
AIR TACTICAL GROUP SUPERVISORS (ATGS)	\$166.00	OCFA CONTRACTOR	Hourly
PROGRAM MANAGER	\$166.00	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (STANDBY)	\$875.00	OCFA CONTRACTOR	Hourly
HELITANKER S-61 (FLIGHT HOURS)	\$5,000.00	OCFA CONTRACTOR	Hourly

## Notes:

- (1) \$1,500 per hour (overtime) after initial 12-hr shift (12-hr daily shift paid by Edison), up to maximum of \$5,500/day if extended or if 24-hr operations in a location begins. Contract cycle of 6/15-12/15/2021 will be charged at the daily operating rate plus overtime or full day rates as utilized.
- (2) Requesting Agency must provide a water tender for Mobile Retardant Plant deployment. Requesting Agency can use an agency water tender or request through vendor.
- (3) Based on 2021 U.S.F.S. FOB Origin Price List of mixed per gallon. Currently estimated at \$3.17 per mixed gallon.
- (4) Based on location, estimated at \$12,000 per incident (\$6,000 per delivery, \$6,000 return of unmixed/unsold product to point of origin).