

0150-08597-0006

TRANSMITTAL

TO The Council	DATE APR 26 2013	COUNCIL FILE NO. 10-1310
FROM The Mayor	COUNCIL DISTRICT --	

**Fifth Amendment to the Contract with Erickson Air-Crane, Inc.
for Helitanker Fire Suppression Services**

Transmitted for your consideration.
See the City Administrative Officer report attached.


MAYOR

MAS:MCD:04130102ct

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 04-24-13	C.D. No. All	CAO File No.: 0150-08597-0006
Contracting Department/Bureau: Los Angeles Fire Department		Contact: Bill Jones, (213) 978-3461	
Reference: Board of Fire Commissioners report dated March 6, 2013.			
Purpose of Contract: To lease a Helitanker airship to assist in aerial fire suppression activities during the 2012-13 brush fire season.			
Type of Contract: () New contract (X) Amendment		Contract Term Dates: July 1, 2012 through June 30, 2013	
Contract/Amendment Amount: \$33,600			
Proposed amount \$ 33,600 + Prior award(s) \$ 12,230,000 = Total \$ 12,263,600			
Source of funds: Fund 100/38, Account 3040, Contractual Services			
Name of Contractor: Erickson Air-Crane, Incorporated			
Address: 3100 Willow Springs Road, Central Point, OR, 97502			
	Yes	No	N/A*
1. Council has approved the purpose	X		
2. Appropriated funds are available	X		
3. Charter Section 1022 findings completed			X
4. Proposals have been requested	X		
5. Risk Management review completed	X		
6. Standard Provisions for City Contracts included	X		
7. Workforce that resides in the City: 0%			
8. Contractor has complied with:			
	Yes	No	N/A*
a. Equal Employmt. Oppty./Affirm. Action	X		
b. Good Faith Effort Outreach**	X		
c. Equal Benefits Ordinance	X		
d. Contractor Responsibility Ordinance	X		
e. Slavery Disclosure Ordinance	X		
f. Bidder Certification CEC Form 50	X		
*N/A = not applicable ** Contracts over \$100,000			

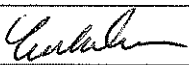
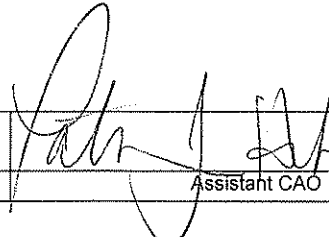

COMMENTS

On March 5, 2013, the Board of Fire Commissioners approved the Fifth Amendment, a \$33,600 increase to the ceiling of the Agreement (C-113693) with Erickson Air-Crane, Inc. (Erickson), to continue to provide Helitanker services to the Fire Department (LAFD) during the 2012-13 brush fire season. The amendment increases the ceiling of the contract by \$33,600 from \$2,205,000 to \$2,238,600 due to the deployment of the Helitanker to the Williams Fire, which occurred in the Angeles National Forest. This fire resulted in the over-expenditure of flight hours by 8.8 hours (3.1 flight hours on 9/3/12 and 5.7 flight hours on 9/4/12). The LAFD has billed the U. S. Forest Service to reimburse the Department for the expense. The reimbursement totals \$86,258, and is expected to be received in the current fiscal year.

The LAFD states that the proposed amendment with Erickson is in compliance with the Standard Provisions for City Contracts. The proposed amendment is also consistent with the City's Financial Policies in that the Helitanker services provided by the vendor during 2012-13 will be financed with funds already budgeted for this purpose.

RECOMMENDATIONS

That the City Council, subject to the approval of the Mayor:

		
MCD	Analyst	Assistant CAO
04130102		City Administrative Officer

1. Authorize the Fire Chief to execute the attached proposed Fifth Amendment to Agreement No. C-113693 with Erickson Air-Crane, Incorporated, to increase the ceiling of the Agreement by \$33,600, to a new total of \$2,238,600; and
2. Instruct the Fire Department to monitor and report monthly Helitanker services expenditures during 2012-13 as part of the Financial Status Report process.

FISCAL IMPACT STATEMENT

There will be no additional impact to the General Fund. The anticipated cost for Helitanker services during 2012-13 will not exceed \$2,238,600 and is funded in the Fire Department's 2012-13 Adopted Budget. This agreement is consistent with the City's Financial Policies in that the services provided will be financed with funds already budgeted for this purpose.

Attachment

BOARD OF FIRE COMMISSIONERS

GENETHIA HUDLEY-HAYES
PRESIDENT
CASIMIRO U. TOLENTINO
VICE PRESIDENT
STEVEN R. FAZIO
ANDREW FRIEDMAN
ALAN J. SKOBIN

LETICIA GOMEZ
EXECUTIVE ASSISTANT II

CITY OF LOS ANGELES
CALIFORNIA



ANTONIO R. VILLARAIGOSA
MAYOR

FIRE DEPARTMENT

BRIAN L. CUMMINGS
FIRE CHIEF

200 NORTH MAIN STREET
LOS ANGELES, CA 90012

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

<http://www.lafd.org>

March 6, 2013

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

Honorable Antonio R. Villaraigosa
Mayor, City of Los Angeles
Room 303, City Hall
Attention: Mandy Morales, Legislative Coordinator

[BFC 13-031] - FIFTH AMENDMENT TO CONTRACT WITH ERICKSON AIR-CRANE INCORPORATED (NO. C-113693) FOR FIREFIGHTING HELITANKER AIRCRAFT SERVICES

At its meeting of March 5, 2013 the Board of Fire Commissioners approved the Fire Department's report dated March 5, 2013, authorizing the Fire Chief, subject to the approval of the Mayor and the City Council, to executive the Fifth Amendment with the Erickson Air-Crane, Inc. contract for helitanker aircraft services. The agreement amends the ceiling of the contract from \$2,205,000 by \$33,600, to a new ceiling of \$2,238,600, and is subject to final approval as to form by the City Attorney.

The report is herewith transmitted concurrently to the City Council and the Mayor for review and approval. Should you need additional information, please contact the Board of Fire Commission Office at 213-978-3838.

Sincerely,

Leticia Gómez
Commission Executive Assistant

Attachment

cc: Board of Fire Commissioners
Fire Chief Cummings (without attachment)
Miguel A. Santana, City Administrative Officer (without attachment)

APPROVED: 3/5/13

March 5, 2013

BOARD OF FIRE COMMISSIONERS

BY: *[Signature]*

LOS ANGELES FIRE DEPARTMENT

COMMISSION EXECUTIVE ASSISTANT



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 checked="" 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.

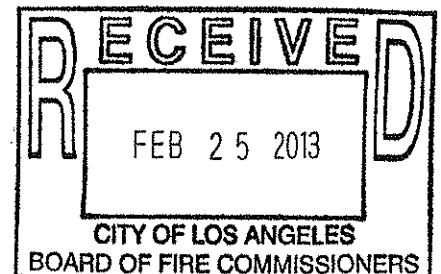
As a result of the support provided to battle the Williams Fire, the LAFD exceeded the allowed budget of the Erickson Air-Crane contract (C-113693) for FY 2012-13. The ceiling on the agreement was limited to 130 days of standby and 10 flight hours at a total expense of \$2,205,000. As a result of this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

ATTEST:

CARMEN A. TRUTANICH
City Attorney

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