



**Chief  
Executive  
Office.**

**COUNTY OF LOS ANGELES**  
**CHIEF EXECUTIVE OFFICER**  
Fesia A. Davenport

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, January 24, 2024  
**TIME:** 9:30 a.m.  
**LOCATION:** Room 374-A Kenneth Hahn Hall of Administration  
500 West Temple Street, Los Angeles, CA 90012

**This meeting will be held in hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023 order, which suspended the application of Board Policy 3.055 until March 31, 2024.**  
**TO PARTICIPATE IN THE MEETING CALL TELECONFERENCE NUMBER:**  
**(323) 776-6996 ID: 169948309#** [Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. INFORMATIONAL ITEM(S):** [Any Informational Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A.** Board Letter:  
REIMBURSEMENT AGREEMENT FOR EXCHANGE OF QUICK REACTION FORCE  
WILDLAND AERIAL FIREFIGHTING RESOURCES  
Speaker(s): Brian Martin, Marcia Velasquez and Julia Kim (Fire)
- 3. PRESENTATION/DISCUSSION ITEM(S):**
  - A.** Board Briefing:  
FAIR CHANCE ORDINANCE BRIEFING  
Speaker(s): Kelly LoBianco (DEO), Rafael Carbajal (DCBA), Jeffrey Tend (DHR)  
and Wendy Sha (Co.Co.)
- 4. PUBLIC COMMENTS**
- 5. ADJOURNMENT**

Wednesday, January 24, 2024

**CLOSED SESSION ITEM(S):**

**CS-1     CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision d(1) of Government Code Section 54956.9)

**Phillip Urquidi, et al. v. City of Los Angeles, et al.**

Los Angeles Superior Court Case No. 22STCP04044

Department: Sheriff's

**CS-2     CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision d(1) of Government Code Section 54956.9)

**Association for Los Angeles Deputy Sheriffs v. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. 23STCP01745

Department: Sheriff's and Executive Office of the Board

**THE PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING FOR  
JANUARY 31, 2024, IS CANCELLED.**

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY  
CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE  
AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**



ANTHONY C. MARRONE  
FIRE CHIEF  
FORESTER & FIRE WARDEN

*"Proud Protectors of Life,  
the Environment, and Property"*

## COUNTY OF LOS ANGELES FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE  
LOS ANGELES, CALIFORNIA 90063-3294  
(323) 881-2401  
[www.fire.lacounty.gov](http://www.fire.lacounty.gov)



### BOARD OF SUPERVISORS

LINDSEY P. HORVATH, CHAIR  
THIRD DISTRICT

HILDA L. SOLIS  
FIRST DISTRICT

JANICE HAHN  
FOURTH DISTRICT

HOLLY J. MITCHELL  
SECOND DISTRICT

KATHRYN BARGER  
FIFTH DISTRICT

February 6, 2024

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

### **REIMBURSEMENT AGREEMENT FOR EXCHANGE OF QUICK REACTION FORCE WILDLAND AERIAL FIREFIGHTING RESOURCES (ALL DISTRICTS) (3 VOTES)**

#### **SUBJECT**

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval of Reimbursement Agreements for wildland aerial firefighting resources between the District and Orange County Fire Authority (OCFA) and between the District and Ventura County Consolidated Fire Protection District (VNC) which will authorize the use of the Quick Reaction Force (QRF) wildland aerial firefighting resources on a reimbursable basis.

#### **IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Authorize the Fire Chief, or his designee, to execute the Reimbursement Agreements (Enclosure) in substantially similar form between the District and OCFA and between the District and VNC for the provision of reciprocal aid utilizing specialized equipment, involving fire and/or life safety services on a reimbursable basis.
2. Delegate authority to the Fire Chief, or his designee, to execute all future amendments, modifications, extensions, and augmentations relative to the Reimbursement Agreements, as necessary, approved as to form by County Counsel.
3. Find that these Reimbursement Agreements are exempt from the California Environmental Quality Act (CEQA).

SERVING THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY AND THE CITIES OF:

AGOURA HILLS  
ARTESIA  
AZUSA  
BALDWIN PARK  
BELL  
BELL GARDENS  
BELLFLOWER  
BRADBURY  
CALABASAS

CARSON  
CERRITOS  
CLAREMONT  
COMMERCE  
COVINA  
CUDAHY  
DIAMOND BAR  
DUARTE

EL MONTE  
GARDENA  
GLEN DORA  
HAWAIIAN GARDENS  
HAWTHORNE  
HERMOSA BEACH  
HIDDEN HILLS  
HUNTINGTON PARK  
INDUSTRY

INGLEWOOD  
IRVINDALE  
LA CANADA-FLINTRIDGE  
LA HABRA  
LA MIRADA  
LA PUENTE  
LAKEWOOD  
LANCASTER

LAWDALE  
LOMITA  
LYNWOOD  
MALIBU  
MAYWOOD  
NORWALK  
PALMDALE  
PALOS VERDES ESTATES  
PARAMOUNT

PICO RIVERA  
POMONA  
RANCHO PALOS VERDES  
ROLLING HILLS  
ROLLING HILLS ESTATES  
ROSEMEAD  
SAN DIMAS  
SANTA CLARITA

SIGNAL HILL  
SOUTH EL MONTE  
SOUTH GATE  
TEMPLE CITY  
VERNON  
WALNUT  
WEST HOLLYWOOD  
WESTLAKE VILLAGE  
WHITTIER

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Due to extreme weather associated with climate change, Southern California has experienced longer and more severe wildfire seasons. To combat this challenge, the District, OCFA, and VNC utilize specialized helicopters with the capability to drop up to 3,000 gallons of water, gel, or fire-retardant. These helicopters provide year-round wildland firefighting services and, due to the dynamic nature of wildfires, it is necessary for the District, OCFA, and VNC to provide fire protection and life safety services outside of their respective jurisdictions. By authorizing the District to enter into these agreements, the District can receive and provide reimbursement for the cost of utilizing specialized equipment which may be required in performing necessary duties for the provision of fire suppression and life safety measures across multiple jurisdictions. These agreements will also facilitate the continuance of the District's relationship with OCFA and VNC.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

Approval of the recommended actions is consistent with the County's Strategic Plan Goal No. III, Strategy III.3: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, by continually assessing our efficiency and effectiveness, maximizing, and leveraging resources, and holding ourselves accountable.

### **FISCAL IMPACT/FINANCING**

The District, as a Special District, is funded independently from the County's General Fund, and relies primarily on property tax revenue to provide essential fire protection and life safety services. These agreements will allow the District to also receive reimbursement from OCFA and VNC for utilizing the District's specialized helicopters and will authorize the District to provide reimbursement to OCFA and VNC for utilizing their specialized helicopters.

There is no impact to net County cost.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since May 18, 2021, the District has entered into funding agreements with Southern California Edison (SCE) to provide funding for the fixed lease costs of a CH-47 Helitanker or equivalent wildland firefighting air asset. OCFA and VNC have entered into similar agreements with SCE for the lease of assets, with the intention of providing added fire protection services in the areas impacted by wildfires and in an effort to mitigate damages to SCE's transmission and distribution system.

As many of these areas are at jurisdictional crossroads, it is mutually beneficial for all parties to offer to provide and receive reciprocal aid, with allowance for reimbursement to assist with the financial burden of procuring specialized equipment.

County Counsel has approved this Reimbursement Agreement as to form.

### **IMPACT ON CURRENT SERVICES**

Approval of the recommended action will allow the District to continue to augment the District's fleet of aircraft and will help support the District's mission to protect lives, the environment, and property.

There will be no other impact on services.

### **ENVIRONMENTAL DOCUMENTATION**

This project is statutorily exempt from the CEQA pursuant to Section 15061 (b)(3) of the CEQA Guidelines as it addresses incidental matters related to the provision of services, and thus it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment.

### **CONCLUSION**

Upon approval by your Honorable Board, please instruct the Executive Officer to return the adopted stamped copy of this letter to the following:

Consolidated Fire Protection District of Los Angeles County  
Executive Office  
Marcia Velasquez, Head, Planning and Executive Support  
1320 N. Eastern Avenue  
Los Angeles, CA 90063  
[Marcia.Velasquez@fire.lacounty.gov](mailto:Marcia.Velasquez@fire.lacounty.gov)

The District's contact may be reached at (323) 267-7325.

Respectfully submitted,

ANTHONY C. MARRONE, FIRE CHIEF

ACM:mb

Enclosures

c: Chief Executive Officer  
Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller

**REIMBURSEMENT AGREEMENT BY AND BETWEEN THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND THE VENTURA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "District", and the Ventura County Consolidated Fire Protection District, hereinafter referred to as "VNC." The District and VNC, hereinafter collectively referred to as the "Parties", or individually, as "Party".

**W I T N E S S E T H**

**WHEREAS**, the District and VNC are desirous of entering into an Agreement which will provide for the reimbursement of costs associated with the orders for reciprocal aid utilizing specialized equipment, involving fire and/or life safety services; and

**WHEREAS**, this Agreement is authorized by the Board of Supervisors of the County of Los Angeles on January 9, 2024, to enter into reimbursement agreements with other local, State, and/or federal agencies; and

**WHEREAS**, this Agreement is not related to or associated with any Automatic Aid/Initial Action agreements; and

**WHEREAS**, the purpose of this reimbursement Agreement is to establish a revenue and expenditure schedule with VNC for the use of owned and/or leased aircrafts, including but not limited to, the Southern California Edison's Quick Reaction Force (QRF) Program of Very Large Helitankers (VLHT) on standby, twenty-four hours a day.

**NOW, THEREFORE, IN CONSIDERATION** of the covenants, representations and agreements set forth herein, the parties mutually agree as follow:

**SECTION I. RECITALS**

The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

1 **SECTION II. QUICK REACTION FORCE**

2 The QRF Program was developed to provide supplemental aviation force during  
3 simultaneous fires in multiple jurisdictions where standard suppression measures may be  
4 inadequate, and fires are likely to escape initial response. The District's aircraft lessor in  
5 Exhibit A, has Helitanker lease agreements in place with other agencies including, but not  
6 limited to, Orange County and Ventura County for the use of the aircraft which shall be  
7 available to support local, State, and federal incidents throughout the Southern California  
8 Edison (SCE) service area. The aforementioned agencies have various owned and/or leased  
9 aircrafts which can be utilized as part of the QRF Program.

10 **SECTION III. INVOICING**

11 Either Party requesting use of the other Party's aircraft(s) will be invoiced monthly by the  
12 hosting Party for flight time only, as delineated in Exhibit B – Billing Rate. Payment of all  
13 invoices under this Agreement shall be made within thirty (30) days of receipt of an accurate  
14 invoice, approved by the requesting Party's representative.

15  
16 Payment and invoices shall be sent to VNC:  
17 Ventura County Fire Department  
18 165 Durley Avenue  
19 Camarillo, CA 93010  
20

21 Payments shall be sent to the DISTRICT at:  
22 Los Angeles County Fire Department  
23 Financial Management Division  
24 P.O. Box 54740  
25 Los Angeles, CA 90054-0740  
26

27 Invoices shall be sent to the DISTRICT at:  
28 Los Angeles County Fire Department  
29 Financial Management Division  
30 P.O. Box 910901  
31 Commerce, CA 90091-0901  
32 Fire-InvoiceSubmission@fire.lacounty.gov  
33  
34

1 The Party will be invoiced for every 1/10th of an hour flown (Hobbs). Hobbs meter is an oil  
2 pressure activated instrument and records actual flight time. If the aircraft is airborne and then  
3 cancelled or diverted to another incident, the associated cost of flight time will be billed to the  
4 appropriate requesting agency.

#### 5 **SECTION IV. INDEMNIFICATION**

6 The VNC must indemnify, defend and hold harmless the District, County of Los  
7 Angeles, its Special Districts, elected and appointed officers, employees, and agents ("District  
8 Indemnitees") from and against any and all liability, including but not limited to demands,  
9 claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising  
10 from and/or relating to this Agreement, except for such loss or damage arising from the sole  
11 negligence or willful misconduct of the District Indemnitees.

12 District must indemnify, defend and hold harmless the VNC, its elected and appointed  
13 officers, employees, and agents ("VNC Indemnitees") from and against any and all liability,  
14 including but not limited to demands, claims, actions, fees, costs and expenses (including  
15 attorney and expert witness fees), arising from and/or relating to this Agreement, except for  
16 such loss or damage arising from the sole negligence or willful misconduct of the VNC  
17 Indemnitees.

#### 18 **SECTION V. ORDERING CONTACT AIRCRAFT**

19 Ordering of the aircraft shall be coordinated by either Party.

#### 20 **SECTION VI. PARTY RESPONSIBILITIES**

21 a. Party will operate the aircraft per Federal Aviation Administration "Public Aircraft"  
22 designation, Title 49 of the US Code, Section 40102 (a)(37)(D).

23 b. Aircraft will be staffed twenty-four (24) hours.

#### 24 **SECTION VII. NOTIFICATIONS**

25 All other notifications as provided for in this Agreement, unless stated otherwise  
26 herein, shall be in writing and shall be addressed to the representative of each Party at the  
27 following addresses:  
28



VNC: Fire Chief Dustin Gardner  
Ventura County Fire Department  
165 Durley Avenue  
Camarillo, CA 93010

DISTRICT: Fire Chief Anthony C. Marrone  
Los Angeles County Fire Department  
1320 North Eastern Avenue  
Los Angeles, CA 90063

#### **SECTION VIII. AGREEMENT TERM AND TERMINATION**

This Agreement shall be effective upon the first date above written and remain effective until terminated by written notification by the District or VNC. Either Party to this Agreement may terminate this Agreement upon thirty (30) days' written notice to the other Party.

#### **SECTION IX. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed by either or both parties via electronic or digital signature, the force and effect of which shall be deemed the same as an original wet signature.

#### **SECTION X. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement shall only be amended in writing and signed by both parties.

\\

\\

1       **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed  
2 by their duly authorized officers.

3  
4       **CONSOLIDATED FIRE PROTECTION**  
5       **DISTRICT OF LOS ANGELES COUNTY**

6  
7       **VENTURA COUNTY CONSOLIDATED**  
8       **FIRE PROTECTION DISTRICT**

9 By \_\_\_\_\_  
10       Anthony C. Marrone, Fire Chief

11 By \_\_\_\_\_  
12       Dustin Gardner, Fire Chief

13 Date \_\_\_\_\_

14 Date \_\_\_\_\_

15 APPROVED AS TO FORM:

16 APPROVED AS TO FORM:

17 DAWYN R. HARRISON  
18 County Counsel

19 By \_\_\_\_\_  
20       Senior Deputy

21 By \_\_\_\_\_

**CONTRACT  
BY AND BETWEEN  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND  
COULSON AVIATION (USA) INC.  
FOR  
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT**

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**  
(hereinafter "District")

and **COULSON AVIATION (USA) INC.**  
(hereinafter "Contractor")

**4. DELETE IN ITS ENTIRETY DEFINITION 2.21 OF SECTION 2 DEFINITIONS, AND REPLACE WITH THE FOLLOWING:**

**2.21 Helitanker:** either one (1) Type One Sikorsky S-61 helicopter night vision goggles certified or one (1) Type One CH-47 Helitanker night vision goggles certified to be designated with FAA Registration mark N43CU and manufacturer's serial number 90-0182. Contractor will provide a replacement S61 at any point whereby the contracted aircraft are not available. Replacement aircraft will either be (1) Type One Sikorsky S-61 helicopter night vision goggles certified to be designated with FAA Registration Mark N161CG and manufacturer's serial number 61363, or (2) Type One Sikorsky S-61 helicopter night vision goggles certified to be designated with FAA Registration Mark N261CG and manufacturer's serial number 61257.

**5. DELETE IN ITS ENTIRETY DEFINITION 2.23 OF SECTION 2 DEFINITIONS, AND REPLACE WITH THE FOLLOWING:**

**2.23 Night Operations:** the provision of services during non-daylight hours on a daily basis.

**6. DELETE IN ITS ENTIRETY SUBPARAGRAPH 8.5.2 OF SECTION 8.5 CREW AND PILOT REQUIREMENTS, AND REPLACE WITH THE FOLLOWING:**

**8.5.2 Pilot Requirements**

Contractor shall provide two (2) pilots and in the case of CH47 operations also one (1) Flight Engineer for operation by the Aircraft during Day Operations, and two (2) pilots and in the case of CH47 operations also one (1) Flight Engineer for the Aircraft during Night Operations. All pilots for Day Operations shall be United States Forest Service or CAL FIRE carded pilots. All pilots for Night Operations shall be FAA certified for Night Vision Goggles flying and United States Forest Service or CAL FIRE carded pilots. Pilots and Flight Engineers will conduct operations consistent with FAA standards.

If either the primary or relief Night Flying Operations crews have not conducted any NVG flights within the previous 25 days, Contractor is authorized one (1) hour of NVG for each crew at the District's expense. The flight may involve mission training and ground crews.

If either the primary or relief Day Flying Operations crews have not conducted any flights within the previous 25 days, Contractor is authorized one (1) hour of NVG for each crew at the District's expense. The flight may involve mission training and ground crews.

**7. DELETE IN ITS ENTIRETY SUBPARAGRAPH 8.5.3 OF SECTION 8.5 CREW AND PILOT REQUIREMENTS; AND REPLACE WITH THE FOLLOWING:**

**8.5.3 Mechanic Requirements**


Contractor shall provide the appropriate amount of qualified and/or certified mechanics for operation by the Aircraft during Day and Night Operations; and



**CONSOLIDATED FIRE PROTECTION  
DISTRICT OF LOS ANGELES COUNTY**

By: Anthony C. Marrone  
Name: Anthony C. Marrone  
Title: Fire Chief or authorized  
designee  
Date: December 12, 2022

**COULSON AVIATION (USA) INC.**

By:   
Authorized Signature  
Name: Britton Coulson  
Print Name  
Title: President and COO  
Date: December 12, 2022

APPROVED AS TO FORM:

**DAWYN R HARRISON  
INTERIM COUNTY COUNSEL**

By: Jenny Tam  
Jenny Tam  
Senior Deputy County Counsel

## EXHIBIT B

### COUNTY OF LOS ANGELES FIRE DEPARTMENT

#### COULSON HELITANKER BILLING RATE

FY 2023-24

#### **HELITANKER (CH-47D)**

#### Cost per hour

Cost per flight hour for Aircraft (CH-47D)	\$10,462.36
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#### **BACKUP AIRCRAFT (S61)**

#### Cost per hour

Cost per flight hour for Aircraft (S61)	\$6,082.68
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#### **BLAZETAMER GEL**

Cost + 15% per gallon (open book billing)	
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#### Notes:

Hourly flight rate taken from Exhibit B1- Pricing Sheet of Contract #FR10569

Per Chief O'Brien, there is an understanding between LA County, Orange County and Ventura County that only the base flight rate will be charged because we are all part of the SCE grant.

**REIMBURSEMENT AGREEMENT BY AND BETWEEN THE  
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY  
AND THE ORANGE COUNTY FIRE AUTHORITY**

**THIS AGREEMENT** ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Consolidated Fire Protection District of Los Angeles County, hereinafter referred to as the "District", and the Board of Directors of the Orange County Fire Authority, hereinafter referred to as "OCFA." The District and OCFA, hereinafter collectively referred to as the "Parties", or individually as "Party".

**W I T N E S S E T H**

**WHEREAS**, the District and OCFA are desirous of entering into an Agreement which will provide for the reimbursement of costs associated with the orders for reciprocal aid utilizing specialized equipment, involving fire and/or life safety services; and

**WHEREAS**, this Agreement is authorized by the Board of Supervisors of the County of Los Angeles on January 9, 2024, to enter into reimbursement agreements with other local, State, and/or federal agencies; and

**WHEREAS**, this Agreement is not related to or associated with any Automatic Aid/Initial Action agreements, and

**WHEREAS**, the purpose of this reimbursement Agreement is to establish a revenue and expenditure schedule with OCFA for the use of owned and/or leased aircrafts, including but not limited to, the Southern California Edison's Quick Reaction Force (QRF) Program of Very Large Helitankers (VLHT) on standby, twenty-four hours a day.

**NOW, THEREFORE, IN CONSIDERATION** of the covenants, representations and agreements set forth herein, the parties mutually agree as follows:

**SECTION I. RECITALS**

The recitals set forth above are hereby incorporated herein by reference as if set forth in full in the body of this Agreement.

**SECTION II. QUICK REACTION FORCE**



1 The QRF Program was developed to provide supplemental aviation force during  
2 simultaneous fires in multiple jurisdictions where standard suppression measures may be  
3 inadequate, and fires are likely to escape initial response.

#### 4 **SECTION III. INVOICING**

5 Either Party requesting use of the other Party's aircraft(s) will be invoiced monthly by the  
6 hosting Party for flight time only, as delineated in Exhibit A – Billing Rate. Payment of all  
7 invoices under this Agreement shall be made within thirty (30) days of receipt of an accurate  
8 invoice, approved by the requesting Party's representative.

9  
10 Payment and invoices shall be sent to OCFA:  
11 Orange County Fire Authority  
12 P.O. Box 53008  
13 Irvine, California 92619-3008  
14 Attention: Accounts Receivable for payment and Accounts Payable for invoices.

15  
16 Payments shall be sent to the DISTRICT at:  
17 Los Angeles County Fire Department  
18 Financial Management Division  
19 P.O. Box 54740  
20 Los Angeles, CA 90054-0740

21  
22 Invoices shall be sent to the DISTRICT at:  
23 Los Angeles County Fire Department  
24 Financial Management Division  
25 P.O. Box 910901  
26 Commerce, CA 90091-0901  
27 Fire-InvoiceSubmission@fire.lacounty.gov

28  
29 The Party will be invoiced for every 1/10th of an hour flown (Hobbs). Hobbs meter is an oil  
30 pressure activated instrument and records actual flight time. If the aircraft is airborne and then  
31 cancelled or diverted to another incident, the associated cost of flight time will be billed to the  
32 appropriate requesting agency.

#### 33 **SECTION IV. INDEMNIFICATION**

34 OCFA must indemnify, defend, and hold harmless the District, County of Los Angeles,

1 its Special Districts, elected and appointed officers, employees, and agents ("District  
2 Indemnitees") from and against any and all liability, including but not limited to demands,  
3 claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising  
4 from and/or relating to this Agreement, except for such loss or damage arising from the sole  
5 negligence or willful misconduct of the District Indemnitees.

6 District must indemnify, defend, and hold harmless the OCFA, its elected and  
7 appointed officers, employees, and agents ("OCFA Indemnitees") from and against any and all  
8 liability, including but not limited to demands, claims, actions, fees, costs and expenses  
9 (including attorney and expert witness fees), arising from and/or relating to this Agreement,  
10 except for such loss or damage arising from the sole negligence or willful misconduct of the  
11 OCFA Indemnitees.

#### 12 **SECTION V. ORDERING CONTACT AIRCRAFT**

13 Ordering of the aircraft shall be coordinated by either Party.

#### 14 **SECTION VI. MOBILE RETARDANT BASE (MRB)**

15 If the MRB is needed, the District's IC will contact District's Command and Control (C&C)  
16 Center and make request for the MRB to be deployed. The District's C&C will request for the  
17 MRB through OCFA Emergency Command Center. The Cal OES Region 1/DISTRICT will  
18 also notify South Ops.

#### 19 **SECTION VII. PARTY RESPONSIBILITIES**

20 a. Party will operate the aircraft per Federal Aviation Administration "Public Aircraft"  
21 designation, Title 49 of the US Code, Section 40102 (a)(37)(D).

22 b. Aircraft will be staffed twenty-four (24) hours.

#### 23 **SECTION VIII. NOTIFICATIONS**

24 All other notifications as provided for in this Agreement, unless stated otherwise  
25 herein, shall be in writing and shall be addressed to the representative of each Party at the  
26 following addresses:

27  
28 OCFA:

Fire Chief Brian Fennessy  
Orange County Fire Authority  
P.O. Box 53008  
Irvine, CA 92619

DISTRICT:

Fire Chief Anthony C. Marrone  
Los Angeles County Fire Department  
1320 North Eastern Avenue  
Los Angeles, CA 90063

**SECTION IX. AGREEMENT TERM AND TERMINATION**

This Agreement shall be effective upon the first date above written and remain effective until terminated by written notification by the District or OCFA. Either Party to this Agreement may terminate this Agreement upon thirty (30) days' written notice to the other Party.

**SECTION X. COUNTERPARTS AND ELECTRONIC SIGNATURES**

This Agreement may be executed in one or more counterparts, any of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may be signed by either or both parties via electronic or digital signature, the force and effect of which shall be deemed the same as an original wet signature.

**SECTION XI. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding and agreement of the parties. This Agreement shall only be amended in writing and signed by both parties.

\\

\\

1       **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be executed  
2 by their duly authorized officers.

3  
4       **CONSOLIDATED FIRE PROTECTION**  
5       **DISTRICT OF LOS ANGELES COUNTY**

6  
7       **ORANGE COUNTY**  
8       **FIRE AUTHORITY**

9 By \_\_\_\_\_  
10       Anthony C. Marrone, Fire Chief

11 By \_\_\_\_\_  
12       Brian Fennessy, Fire Chief

13 Date \_\_\_\_\_

14 Date \_\_\_\_\_

15 APPROVED AS TO FORM:

16 APPROVED AS TO FORM:

17 DAWYN R. HARRISON  
18 County Counsel

19 By \_\_\_\_\_  
20       Senior Deputy

21 By \_\_\_\_\_

EXHIBIT A

**COUNTY OF LOS ANGELES FIRE DEPARTMENT**

**COULSON HELITANKER BILLING RATE**

**FY 2023-24**

***HELICOPTER SIKORSKY (S-76)***

Cost per flight hour for Aircraft (S-76)	<b>\$3,969.00</b>
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***MOBILE RETARDANT PLANT – OT (1)***

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	<b>\$2,000.00</b>
--	-------------------

***MOBILE RETARDANT PLANT – OT (STANDBY) (1)***

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	<b>\$583.00</b>
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***WATER TENDER (PERIMETER SOLUTIONS) (2)***

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	<b>\$2,000.00</b>
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***WATER TENDER (PERIMETER SOLUTIONS - STANDBY) (2)***

Cost per 12 Hour Shift (Operational Period(s) (0800-2000; 2000-0800)	<b>\$166.67</b>
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***MOBILE RETARDANT – PRODUCT (3)***

Actual Cost Per Mixed Gallon	
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***FREIGHT (PERIMETER SOLUTIONS) (4)***

Actual Cost to Location and Return to Point of Origin	
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***LARGE VEHICLE MILEAGE (FUEL TRUCK, BUS, SERVICE TRAILER)***

Cost per Mile	<b>\$4.43</b>
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***AIR TACTICAL GROUP SUPERVISORS (ATGS)***

Cost per Hour	<b>\$166.00</b>
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## EXHIBIT A

### COUNTY OF LOS ANGELES FIRE DEPARTMENT

#### COULSON HELITANKER BILLING RATE

FY 2023-24

#### **HELITANKER (CH-47D)**

#### Cost per hour

Cost per flight hour for Aircraft (CH-47D)	\$10,462.36
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#### **BACKUP AIRCRAFT (S61)**

#### Cost per hour

Cost per flight hour for Aircraft (S61)	\$6,082.68
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#### **BLAZETAMER GEL**

Cost + 15% per gallon (open book billing)	
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#### Notes:

Hourly flight rate taken from Exhibit B1- Pricing Sheet of Contract #FR10569

Per Chief O'Brien, there is an understanding between LA County, Orange County and Ventura County that only the base flight rate will be charged because we are all part of the SCE grant.