



Alan L. Murphy
Airport Director

#35 11-20-12 Board meeting

Memo

CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS
2012 NOV 19 PM 3:46
RECEIVED

DATE: November 19, 2012
TO: Chairman, John M.W. Moorlach
FROM: Alan L. Murphy, Airport Director
SUBJECT: November 19, 2012 Board Item #35
Response to 11/22/11 Board Directive

On October 30, 2012 the Board heard item # 26. - Response to 11/22/11 Board Directive – Authorize Purchasing Agent or authorized Deputy to issue Request for Statement of Qualifications for Aircraft Rescue Fire Fighting services – District 2 (Continued from 10/16/12, Item 22; 10/23/12, Item 11). The Board approved to continue recommended actions 1, 2, & 3 to 11/20/12, 9:30 a.m. Item 4, approved by the Board, authorized the purchasing agent or his authorized deputy to issue Request for Statement of Qualifications for Aircraft Rescue Fire Fighting Services.

The Board also directed the Airport Director to work with the OCFA regarding the reduction of staff from 7 to 6 personnel and any associated costs as referenced in Item 2 regarding Amendment Number Six to Orange County Fire Authority for Aircraft Rescue Fire Fighting Services to extend the existing agreement for one year commencing on December 1, 2012 through November 30, 2013 in an amount not to exceed \$4,372,350.00

The OCFA Executive Board met on Thursday, November 15, 2012, regarding the proposed Amendment 6. They unanimously approved the proposed staff reduction from 7 to 6 personnel with an amendment extension of 5 years through November 30, 2017. They also approved participation in a response to the Request for Statement of Qualifications for Aircraft Rescue Fire Fighting Services issued by John Wayne Airport.

I am attaching a revised Amendment 6 to Orange County Fire Authority for Aircraft Rescue Fire Fighting Services for a five (5) year term through November 30, 2017 which also decreases one (1) fire apparatus engineer per shift due to the Airport's purchase of a Rapid intervention Vehicle for OCFA use. This Amendment 6 is the result of the OCFA Board actions on November 15, 2012. I am recommending approval of the revised amendment. Please feel free to contact me if you need further information regarding this item.

Attachment: Amendment Number 6

cc: Interim County Executive Officer

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cc: County Counsel
Clerk of the Board
Shawn Nelson, Vice Chair, 4th District
Janet Nguyen, 1st District
Bill Campbell, 3rd District
Patricia Bates, 5th District

AMENDMENT NUMBER SIX
TO
AGREEMENT NO. S100000270
BETWEEN
COUNTY OF ORANGE, JOHN WAYNE AIRPORT
AND
ORANGE COUNTY FIRE AUTHORITY
FOR AIRCRAFT RESCUE FIRE FIGHTING SERVICES

THIS AMENDMENT Number Six, hereinafter referred to as "AMENDMENT", is made and entered into as of the date fully executed by and between the County of Orange, John Wayne Airport (JWA), a political subdivision of the State of California, hereinafter referred to as "COUNTY", and Orange County Fire Authority, hereinafter referred to as "OCFA", which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES".

RECITALS

WHEREAS, COUNTY and OCFA entered into Agreement S100000270 effective July 1, 2002 through June 30, 2005 for Aircraft Rescue Fire Fighting Services (ARFF) with actual charges of \$10,317,009, hereinafter referred to as "AGREEMENT"; and,

WHEREAS, PARTIES executed Amendment Number One to modify the overhead rate and to extend the AGREEMENT for one (1) additional year, effective July 1, 2005 through and including June 30, 2006, with actual charges of \$3,994,977; and,

WHEREAS, PARTIES executed Amendment Number Two to extend the AGREEMENT for two (2) additional months, effective July 1, 2006 through and including August 31, 2006, with actual charges of \$667,815; and,

WHEREAS, PARTIES executed Amendment Number Three to further modify the overhead rate, to institute a 4% cap on annual adjustments, and to extend the AGREEMENT for five (5) additional years, effective September 1, 2006 through and including August 31, 2011, with actual charges of \$21,488,863; and,

WHEREAS, PARTIES executed Amendment Number Four to extend the AGREEMENT for three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with an Agreement amount of \$1,186,391; and,

WHEREAS, PARTIES executed Amendment Number Five to extend the AGREEMENT for one (1) additional year, effective December 1, 2011 through and including November 30, 2012, in an amount not to exceed \$4,824,657; and,

WHEREAS, both PARTIES are desirous to extend the TERM OF AGREEMENT for five (5) additional years, modify Exhibit A – Section IV – ARFF STAFFING and modify Exhibit A – Section IX – FACILITIES to include a Maintenance Fund.

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and OCFA agree as follows:

ARTICLES

1. Extend TERM OF AGREEMENT expiration date through and including November 30, 2017.

- 2. Amend the Regular Daily Staffing identified in Exhibit A – Section IV – ARFF STAFFING to read as follows:

- A. Regular Daily Staffing

The following is the constant staffing level of OCFA ARFF personnel assigned to JWA ARFF pursuant to this AGREEMENT.

Classification

Fire Captain	1
Fire Apparatus Engineer	2*
Firefighter	3

* Reduction of one (1) Fire Apparatus Engineer per shift due to purchase of a Rapid Intervention Vehicle (RIV) by JWA for OCFA use.

- 3. Amend Exhibit A – Section IX – FACILITIES to read as follows:

- A. Fire Station:

AIRPORT will provide a suitable fire station for use by OCFA in the provision of ARFF services. This facility including all utility services and repairs will be provided at no cost to OCFA.

- B. Fire Station Equipment and Furnishings:

AIRPORT will provide necessary equipment and furnishings for the operation of the fire station and these items shall be the property of the AIRPORT.

OCFA, at its option and cost, may provide at its discretion additional equipment or replacement items necessary for the operation of the fire station. Such items shall remain the property of OCFA.

The property and inventory tracking and management procedures of the AIRPORT and OCFA will be used, as appropriate to ownership, for all designated property.

- C. Fire Station Supplies:

OCFA will provide all facility supplies utilized at the fire station. Supplies are defined as non-controlled expendable items and housekeeping equipment. The cost of such items will be paid for by AIRPORT.

- D. Facilities Maintenance:

AIRPORT will maintain the fire station to a standard acceptable to AIRPORT Management and OCFA.

- E. Annual Maintenance Fund:

AIRPORT shall provide an annual maintenance fund for the purpose of providing OCFA the ability to repair/replace AIRPORT owned fire station equipment and furnishing and perform minor repairs on the fire station building.

AIRPORT shall make an initial payment to OCFA of \$15,000. This account shall be referred to as "AIRPORT'S Annual \$15,000 Maintenance Fund". Expended funds shall be replenished to \$15,000 by AIRPORT annually, and expended by OCFA in accordance with the following procedure:

- 1) OCFA shall submit a quote to AIPORT Deputy Airport Director, Operations and AIRPORT Maintenance Manager for approval prior to any purchases or repairs.

- 2) Minor maintenance or repairs costing less than \$1,000 will be funded through the AIRPORT'S base Service Charge and, therefore, shall be paid by OCFA out of its General Fund. These repairs will not be charged to AIRPORT'S \$15,000 Maintenance Account.
- 3) Maintenance, repair, alteration, or improvement projects greater than \$1,000 but less than the remaining balance in AIRPORT'S Maintenance Account shall be paid from AIRPORT'S Maintenance Account.
- 4) Actual final invoice(s) will be submitted with the next OCFA monthly invoice.
- 5) It shall be the responsibility of OCFA to not exceed the \$15,000 in the AIRPORT'S Annual Maintenance Account.
- 6) At the end of this five-year CONTRACT period, an accounting of the AIRPORT'S \$15,000 Maintenance Fund will be conducted by the AIRPORT. Any funds remaining in the fund will be deducted from the OCFA final invoice for the CONTRACT period.

F. Facilities Capital Projects:

Capital projects associated with Fire Station 33 will be planned, budgeted and completed by AIRPORT in consultation with ARFF Program Manager (Battalion Chief) according to AIRPORT procedures.

- 4. Increase AGREEMENT by a not to exceed amount of \$23,675,813, including the AIRPORT'S Annual \$15,000 Maintenance Account, for a new total amount not to exceed \$66,155,525 for the 15 years and 5 months of the AGREEMENT.
- 5. Pursuant to Section 6 of the AGREEMENT, OCFA will provide AIRPORT with a detailed written estimate of proposed Fiscal Year 2013-14 monthly charges by February 1, 2013, and the final charge will be provided by June 1, 2013.
- 6. Except as amended herein, all terms and conditions, and any amendments/modifications are incorporated by this reference as if fully set forth herein and shall remain in force.

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IN WITNESS WHEREOF, PARTIES hereto have executed this AMENDMENT on the dates shown below their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

Signature	Print Name	Title	Date
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Signature	Print Name	Title	Date
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COUNTY AUTHORIZED SIGNATURE:

Signature	Print Name	Title	Date
	Roy K. Freeman	Deputy Airport Director	

APPROVED AS TO FORM:
Orange County Fire Authority

David Kendig Date

APPROVED AS TO FORM:
Office of the County Counsel
County of Orange, California

Thomas A. Hill 11/19/12
Date

Approved by Board of Supervisors on: _____