

1 **REIMBURSEMENT AGREEMENT BY AND BETWEEN THE**
2 **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
3 **AND THE VENTURA COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT**
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5 **THIS AGREEMENT** ("Agreement") is made and entered into this 15 day of MAY,
6 2024, by and between the Consolidated Fire Protection District of Los Angeles County,
7 hereinafter referred to as the "District", and the Ventura County Fire Protection District,
8 hereinafter referred to as "VNC." The District and VNC, hereinafter collectively referred to as
9 the "Parties", or individually, as "Party".

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

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

14 **WHEREAS**, this Agreement is authorized by the Board of Supervisors of the County of
15 Los Angeles on February 6, 2024, to enter into reimbursement agreements with other local,
16 State, and/or federal agencies; and

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

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

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

25 **SECTION I. RECITALS**

26 The recitals set forth above are hereby incorporated herein by reference as if set forth in
27 full in the body of this Agreement.
28

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

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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

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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

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

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

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

**VENTURA COUNTY
FIRE PROTECTION DISTRICT**

By 
Anthony C. Marrone, Fire Chief

By 
Dustin Gardner, Fire Chief

Date MAY 16, 2024

Date 5-16-24

APPROVED AS TO FORM:

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

TIFFANY N. NORTH
County Counsel, County of Ventura

By 
Senior Deputy


By 

EXHIBIT A

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

This Amendment Number 1 is made and entered into this 12th day of December 2022,

by and between **CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY**
(hereinafter "District")
and
COULSON AVIATION (USA) INC.
(hereinafter "Contractor")

WHEREAS, on June 28, 2022, the County of Los Angeles Board of Supervisors authorized the Consolidated Fire Protection District of Los Angeles County (District) to execute a Contract with Coulson Aviation (USA) Inc. (Contractor), for Public Aircraft Lease and Service Agreement; and

WHEREAS, on June 28, 2022, the Board of Supervisors delegated authority to the District to amend this Contract if deemed necessary; and

WHEREAS, on July 1, 2022, this Contract Number FR10569 was executed by the District and Contractor; and

WHEREAS, the District intends to revise Exhibit B – Pricing Sheet & Exclusive Lease Period, a confidential document, which is referenced herein as Exhibit B1, to extend the lease period and update pricing, as Section 4.2 of the Contract expressly gives the District the option to extend the lease period; and

WHEREAS, District and Contractor hereby agree to Amendment Number 1 to Contract Number FR10569 to delete and replace language the following Sub-paragraphs; 2.8, 2.10, 2.21 and 2.23 of Section 2 Definitions and 8.5.2 and 8.5.3 of Section 8.5 Crew and Pilot Requirements, and 8.8.2 and 8.8.3 of Section 8.8 Delay of Service; and

NOW, THEREFORE, District and Contractor hereby agree to Amendment Number 1 to Contract Number FR10569 as follows:

1. **ADD EXHIBIT B1 - PRICING SHEET & EXCLUSIVE LEASE PERIOD
PUBLIC AIRCRAFT LEASE AND SERVICE AGREEMENT**
2. **DELETE IN ITS ENTIRETY DEFINITION 2.8 OF SECTION 2 DEFINITIONS, AND REPLACE
WITH THE FOLLOWING:**
 - 2.8 **Crew:** night vision goggles certified flight crew, and a full maintenance crew, to operate and maintain Helitanker.
3. **DELETE IN ITS ENTIRETY DEFINITION 2.10 OF SECTION 2 DEFINITIONS, AND REPLACE
WITH THE FOLLOWING:**
 - 2.10 **Day Operations:** provision of services during daylight hours on a daily basis.

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

2.21 Helltanker: 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

at its discretion and cost may supplement with additional mechanics during busy times.

8. DELETE IN ITS ENTIRETY SUBPARAGRAPHS 8.8.2 AND 8.8.3 OF SECTION 8.8 DELAY OF SERVICE, AND REPLACE WITH THE FOLLOWING:

8.8 DELAY OF SERVICE

8.8.2 If during the Exclusive Lease Period as described in Exhibit B1, the Helitanker is unavailable, the Contractor will immediately notify the District of the issue and advise of the plan to remediate. During the months of January through June, the Contractor has a twenty-four (24) hour grace period to remedy the delay prior to alternate actions being required. During the months of July through December, the Contractor has a twelve (12) hour grace period to remedy the delay prior to alternate actions being required.

8.8.3 In the event the remedy for the delay during the months of January through June is greater than twenty-four (24) hours, the Contractor at its sole discretion will either, provide the backup aircraft; one (1) Sikorsky S-61 Helitanker (which will be invoiced according to the agreed rates), or the Daily Rental Payment on the Helitanker will be credited to the District. In the event the remedy for the delay during the months of July through December is greater than twelve (12) hours, the Contractor at its sole discretion will either, provide the backup aircraft; one (1) Sikorsky S-61 Helitanker (which will be invoiced according to the agreed rates), or the Daily Rental Payment on the Helitanker will be credited to the District. The credit for delay of service will be prorated on a twenty-four (24) hour day.

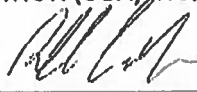
Except as expressly provided in this Amendment Number 1, all other terms and conditions of the Contract shall be in full force and effect. This Amendment Number 1 shall be effective when signed by both parties.

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**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: 
Name: Britton Coulson
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

COULSON HELITANKER BILLING RATE FY 2023-24

HELITANKER (CH-47D)

Cost per hour

Cost per flight hour for Aircraft (CH-47D)

\$10,462.36

BACKUP AIRCRAFT (S61)

Cost per hour

Cost per flight hour for Aircraft (S61)

\$6,082.68

BLAZETAMER GEL

Cost + 15% per gallon (open book billing)

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.