

In 2004, the Federal Aviation Administration (FAA) issued a revision to the federal airport certification regulation (Title 14, Code of Federal Regulations, Part 139 [14 CFR § Part 139]). Titled "Certification and Operations: Land Airports Serving Air Carriers," the regulation requires that commercial service airports, including John Wayne Airport (JWA), provide a required level of Aircraft Rescue and Firefighting (ARFF) protection. The level of ARFF equipment and fire extinguishing agents (Index) required is determined by the length of the longest air carrier aircraft that serves JWA with five or more daily departures. JWA is classified as an Index C airport by the FAA, which requires the following minimum rescue and firefighting equipment and agents:

14 CFR § 139.317(c) Aircraft Rescue and firefighting: Equipment and agents:

Two or three vehicles—

- (i) At least one vehicle carrying 500 pounds of sodium-based dry chemical, halon 1211, or clean agent or 450 pounds of potassium-based dry chemical and water with a commensurate quantity of Aqueous Film Forming Foam (AFFF) total 100 gallons for simultaneous dry chemical and AFFF application;
- (ii) One or two vehicles carrying an amount of water and the commensurate quantity of AFFF, so the total quantity of water for foam production carried is at least 3,000 gallons.

Using two frontline vehicles and one command vehicle, JWA exceeds FAA Index C requirements in terms of total gallons of water and extinguishing agents stored in the ARFF vehicle fleet. The ARFF vehicle fleet for JWA is depicted in Attachment C and includes quantities for water storage and extinguishing agent capacities for each vehicle. The frontline vehicles are identified as Crash 1, Crash 2 and Crash 3 (Crash 4 is a reserve vehicle and is only utilized when a frontline vehicle is out of service. The three frontline vehicles are staffed by a total of six Orange County Fire Authority (OCFA) personnel per shift consisting of one Fire Captain, three Fire Fighters and two Fire Apparatus Engineers. There are three crew shifts for a total of 18 full-time OCFA personnel assigned to ARFF Fire Station 33 with equally-trained part-time OCFA ARFF members that ensure shift coverage.

ARFF services include: (i) fire fighting and rescue services related to aircraft incidents; (ii) operation of JWA's 40-ton Link-Belt crane and an electric tug used for disabled aircraft removal; (iii) medical aid response on JWA property; (iv) fuel spill mitigation; (v) required quarterly tenant fueling agent inspections, (vi) Aircraft Refueler Fire Safety Training; and (vii) emergency planning and services delivery. In the event of a major aircraft accident, the OCFA provides supplemental emergency resources, as needed, under automatic and mutual aid agreements. Additionally, the OCFA provides maintenance services for JWA's ARFF vehicle fleet.

JWA's airfield is available for use 24 hours a day, 365 days per year. Although commercial operations are prohibited between the hours of 11:00 pm and 7:00 am (8:00 am on Sundays), the primary runway remains open for use by general aviation aircraft. ARFF Station 33 at JWA also provides overnight fire protection for several multi-million dollar commercial air carrier aircraft, approximately 400 general aviation aircraft, a commercial fuel farm that has the capacity to store over four million gallons of jet fuel, a 72,000-gallon east side fixed-based operator fuel farm and numerous aircraft refueling vehicles and support equipment that are based at JWA.

All ARFF vehicles and equipment, as well as ARFF Fire Station 33, are directly owned by JWA.

Continuing Need for Long-Term ARFF Services

The OCFA has been providing on-site ARFF services at JWA since the OCFA's inception in 1995. The former Orange County Fire Department provided these services prior to 1995. Prior to 2002, JWA and the OCFA operated under a Memorandum of Understanding (MOU). The adoption of a contract was requested

by JWA in order to establish billing on an actual cost basis versus reliance on annual budget estimates under an MOU format.

The current term of JWA's agreement with the OCFA for ARFF services, as extended by Amendment Number Seven and approved by the Board on October 17, 2017, expires on November 30, 2022. JWA's past and current experience with the OCFA has been satisfactory and JWA recommends approval of Amendment Number Eight to extend the term through November 30, 2027. The proposed five-year extension to the term of the Contract will ensure continuity of ARFF program services at JWA, which are critical to public safety.

The Board has previously examined alternatives to ARFF services. On November 22, 2011, the Board approved Amendment Five to extend the Agreement until November 30, 2012, and directed JWA to assess the feasibility of: (1) operating an in-house program; and (2) contracting for ARFF services through an RFP process. On October 30, 2012, the Board directed JWA to release a Statement of Qualifications (SOQ) for ARFF services. OCFA was one of three qualified vendors that participated in the process, which resulted in the Board's approval of a five-year extension to the Agreement, through November 30, 2017. On February 26, 2013, JWA filed a report updating the Board with the results of the service alternative feasibility study and the responses to the SOQ for contract services.

Given the long-term stability of JWA's agreement with OCFA for ARFF services and OCFA's willingness to maintain a four percent capitalization rate on annual contract cost increases and a stable contract overhead rate of 6.97 percent, the recommended term extension is within the flexibility afforded in the 2021 Contract Policy Manual (CPM) Section 3.3-105(1) titled *Term of Contract* which states, "The duration of a service contract will depend upon the County's need, prevailing market conditions, contract start-up costs, and the County's best economic interest." JWA seeks Board approval of the recommended five-year term for the Amendment under CPM Section 3.3, 105(3), which states, "In no case shall a service contract exceed five years in duration unless the contract is specifically approved by the Board of Supervisors, or is extended from the original contract term by one (1) year in accordance with Section 3.3-106 in this manual."

OCFA's Executive Committee approved proposed Amendment Number Eight on July 28, 2022.

The Contractor's performance has been confirmed as satisfactory. JWA has verified there are no concerns that must be addressed with respect to Contractor's ownership/name, litigation status or conflicts with County interests.

The Orange County Preference Policy is not applicable to this Amendment.

The contract does not currently include subcontractors or pass through to other providers. See Attachment C for Contract Summary Form.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since it involves an amendment to an existing contract to provide continuous Aircraft Rescue and Fire Fighting services, resulting in no physical change to the environment. This proposed activity is therefore not subject to CEQA. Any individual, specific work authorized pursuant to this contract will be reviewed for compliance with CEQA.

FINANCIAL IMPACT:

Appropriations for this Contract are included in Fund 280, Airport Operating Fund, FY 2022-23 Budget and will be included in the budgeting process for future years.

The proposed Contract includes a provision stating that the Contract is subject to, and contingent upon, applicable budgetary appropriations being approved by the Board for each fiscal year during the term of the Contracts. If such appropriations are not approved, the Contract may be immediately terminated without penalty to the County.

STAFFING IMPACT:

N/A

ATTACHMENT(S):

Attachment A – Contract MA-280-CVPAS1000000270 Amendment Number Eight to Contract with the Orange County Fire Authority

Attachment B – Redline Version of Previous Contract with the Orange County Fire Authority

Attachment C – Contract Summary Form

Attachment D – Aircraft Rescue and Firefighting Vehicle List

Attachment E – FAR Part 139, Sections 315/317

**AMENDMENT NUMBER EIGHT
FOR
AIRCRAFT RESCUE FIRE FIGHTING SERVICES**

This Amendment Number Eight is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, through its department John Wayne Airport ("County" or "JWA") County and Orange County Fire Authority, a California Joint Powers Authority ("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 ("ARFF") Services, with actual charges of \$10,317,009 ("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 modify the overhead rate, institute a 4% cap on annual adjustments, and extend the Agreement 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 three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with actual charges of \$1,189,331; 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, with actual charges of \$4,824,657; and,

WHEREAS, Parties executed Amendment Number Six to extend the Agreement for five (5) additional years, effective December 1, 2012 through and including November 30, 2017, with actual charges of \$21,977,773; and,

WHEREAS, Parties executed Amendment Number Seven to extend the Agreement five (5) additional years, effective December 1, 2017 through and including November 30, 2022, and increased the total Agreement not-to-exceed amount by \$26,489,760; and,

WHEREAS, the Parties now desire to extend the Term of Agreement for five (5) additional years, and increase the total Agreement not-to-exceed amount by \$31,091,284.

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

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

This Amendment Number ~~Seven, hereinafter referred to as "Amendment",~~Eight 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 through its department John Wayne Airport ("County" or "JWA")~~ County and Orange County Fire Authority, a California Joint Powers 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 ("ARFF") Services, 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 modify the overhead rate, institute a 4% cap on annual adjustments, and extend the Agreement 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 three (3) additional months, effective September 1, 2011 through and including November 30, 2011, with actual charges of \$1, ~~486,391~~189,331; 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, with actual charges of \$4,824,657; and,

WHEREAS, Parties executed Amendment Number Six to extend the Agreement for five (5) additional years, effective December 1, 2012 through and including November 30, 2017, with actual charges of \$ ~~22,136,111~~21,977,773; and,

WHEREAS, ~~the Parties are desirous~~executed Amendment Number Seven to extend the Agreement five (5) additional years, effective December 1, 2017 through and including November 30, 2022, and increased the total Agreement not-to-exceed amount by \$26,489,760; and,

WHEREAS, the Parties now desire to extend the Term of Agreement for five (5) additional years, and increase the total Agreement not-to-exceed amount by \$31,091,284.

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

ARTICLES

The Agreement is hereby modified as follows:

1. Extend Term of Agreement expiration date through and including November 30, ~~2022~~2027.
2. Increase Agreement by a not-to-exceed amount of ~~\$26,489,760~~31,091,284, for a new total ~~amount~~ not-to-exceed ~~\$91,105,584~~amount of \$122,041,469 for the total ~~2025~~ years and 5 months Term of the Agreement.
3. Except as amended herein, all terms and conditions of the Agreement, as amended by Amendments Number One through ~~Six~~Seven, are incorporated by this reference as if fully set forth herein and shall remain in force.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the dates shown adjacent to their respective signatures below.

ORANGE COUNTY FIRE AUTHORITY:

	Jeff Bowman	<u>Brian Fennessy</u>	Fire Chief
Signature	Print Name	Title	Date

COUNTY AUTHORIZED SIGNATURE:

Signature	Print Name	Title	Date

APPROVED AS TO FORM:

Orange County Fire Authority

David Kendig	Date

APPROVED AS TO FORM:

Office of the County Counsel
County of Orange, California

	Date

Approved by Board of Supervisors on: _____

Contract Summary Form

Orange County Fire Authority

SUMMARY OF SIGNIFICANT CHANGES

1. Term: Execute Amendment Number Eight to extend the expiration of the existing Agreement for Aircraft Rescue Fire Fighting services by additional five years through November 30, 2027.
2. Costs: Increase Agreement to cover the additional term by not-to-exceed amount of \$31,091,284.

SUBCONTRACTORS

This contract does not currently include subcontractors or pass through to other providers.

CONTRACT OPERATING EXPENSES

DESCRIPTION	COST
Current Year	\$3,348,504
Year 2	\$5,969,906
Year 3	\$6,208,702
Year 4	\$6,457,050
Year 5	\$6,715,332

Total Cumulative Contract Amount Not To Exceed:

\$122,041,469

EXHIBIT 8
AIRCRAFT RESCUE AND FIRE FIGHTING APPARATUS
ARFF STATION 33

Vehicle Number	Type Vehicle	Manufacture Name/Year	Material Condition of Vehicle	Persons Per Shift	Agent	Water GAL.	AFFF GAL.	PKP Dry Chem. LBS.	Halotron LBS.	Hand Ext. #/LBS./Type
C-1 5046	RIV (Command)	Oshkosh 2012	Excellent	2	A	120	10	500		3
				-	B	125	3%	-		30 lbs. MetalX 20 lbs. Dry Chem 30 lbs. Halon
C-2 5300 (1)	3000 Heavy	Oshkosh 2018	Excellent	2	A	3000	420	550	460	3
				-	B	2000	3%	22 lbs./sec	5 lbs./sec	20 lbs. CO2 20 lbs. PKP 15 lbs. Halotron
C-3 5160 (2)	3000 Heavy	Oshkosh 2004	Excellent	2	A	3000	420	450	-	2
				-	B	1682	3%	22 lbs./sec	-	30 lbs. Halon 20 lbs. Dry Chem
C-4 5116	3000 Heavy	Oshkosh 1996	Good	(relief unit)	A	3000	420	450	-	2
				-	B	1682	3%	20.5 lbs./sec	-	20 lbs. Dry Chem 20 lbs. Halontron

LEGEND: A = QUANTITY OF EXTINGUISHING AGENT
B = DISCHARGE RATE IN GAL/MIN, LBS./SEC, OR PSI
(1), (2) = VEHICLES UTILIZED TO MEET INDEX C REQUIREMENTS

§ 139.315 Aircraft rescue and firefighting: Index determination

(a) An index is required by paragraph (c) of this section for each certificate holder. The Index is determined by a combination of—

- (1) The length of air carrier aircraft and
- (2) Average daily departures of air carrier aircraft.

(b) For the purpose of Index determination, air carrier aircraft lengths are grouped as follows:

- (1) Index A includes aircraft less than 90 feet in length.
- (2) Index B includes aircraft at least 90 feet but less than 126 feet in length.
- (3) Index C includes aircraft at least 126 feet but less than 159 feet in length.
- (4) Index D includes aircraft at least 159 feet but less than 200 feet in length.
- (5) Index E includes aircraft at least 200 feet in length.

(c) Except as provided in § 139.319(c), if there are five or more average daily departures of air carrier aircraft in a single Index group serving that airport, the longest aircraft with an average of five or more daily departures determines the Index required for the airport. When there are fewer than five average daily departures of the longest air carrier aircraft serving the airport, the Index required for the airport will be the next lower Index group than the Index group prescribed for the longest aircraft.

(d) The minimum designated index shall be Index A.

(e) A holder of a Class III Airport Operating Certificate may comply with this section by providing a level of safety comparable to Index A that is approved by the Administrator. Such alternate compliance must be described in the ACM and must include:

- (1) Pre-arranged firefighting and emergency medical response procedures, including agreements with responding services.
- (2) Means for alerting firefighting and emergency medical response personnel.
- (3) Type of rescue and firefighting equipment to be provided.
- (4) Training of responding firefighting and emergency medical personnel on airport familiarization and communications.

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31522, June 4, 2004]

§ 139.317 Aircraft rescue and firefighting: Equipment and agents.

Unless otherwise authorized by the Administrator, the following rescue and firefighting equipment and agents are the minimum required for the Indexes referred to in § 139.315:

(a) Index A. One vehicle carrying at least—

(1) 500 pounds of sodium-based dry chemical, halon 1211, or clean agent; or

(2) 450 pounds of potassium-based dry chemical and water with a commensurate quantity of AFFF to total 100 gallons for simultaneous dry chemical and AFFF application.

(b) Index B. Either of the following:

(1) One vehicle carrying at least 500 pounds of sodium-based dry chemical, halon 1211, or clean agent and 1,500 gallons of water and the commensurate quantity of AFFF for foam production.

(2) Two vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(ii) One vehicle carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 1,500 gallons.

(c) Index C. Either of the following:

(1) Three vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraph (a)(1) or (a)(2) of this section; and

(ii) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 3,000 gallons.

(2) Two vehicles—

(i) One vehicle carrying the extinguishing agents as specified in paragraph (b)(1) of this section; and

(ii) One vehicle carrying water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by both vehicles is at least 3,000 gallons.

(d) Index D. Three vehicles—

(1) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(2) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 4,000 gallons.

(e) Index E. Three vehicles—

(1) One vehicle carrying the extinguishing agents as specified in paragraphs (a)(1) or (a)(2) of this section; and

(2) Two vehicles carrying an amount of water and the commensurate quantity of AFFF so the total quantity of water for foam production carried by all three vehicles is at least 6,000 gallons.

(f) Foam discharge capacity. Each aircraft rescue and firefighting vehicle used to comply with Index B, C, D, or E requirements with a capacity of at least 500 gallons of water for foam production must be equipped with a turret. Vehicle turret discharge capacity must be as follows:

(1) Each vehicle with a minimum-rated vehicle water tank capacity of at least 500 gallons, but less than 2,000 gallons, must have a turret discharge rate of at least 500 gallons per minute, but not more than 1,000 gallons per minute.

(2) Each vehicle with a minimum-rated vehicle water tank capacity of at least 2,000 gallons must have a turret discharge rate of at least 600 gallons per minute, but not more than 1,200 gallons per minute.

(g) Agent discharge capacity. Each aircraft rescue and firefighting vehicle that is required to carry dry chemical, halon 1211, or clean agent for compliance with the Index requirements of this section must meet one of the following minimum discharge rates for the equipment installed:

(1) Dry chemical, halon 1211, or clean agent through a hand line—5 pounds per second.

(2) Dry chemical, halon 1211, or clean agent through a turret—16 pounds per second.

(h) Extinguishing agent substitutions. Other extinguishing agent substitutions authorized by the Administrator may be made in amounts that provide equivalent firefighting capability.

(i) AFFF quantity requirements. In addition to the quantity of water required, each vehicle required to carry AFFF must carry AFFF in an appropriate amount to mix with twice the water required to be carried by the vehicle.

(j) Methods and procedures. FAA Advisory Circulars contain methods and procedures for ARFF equipment and extinguishing agents that are acceptable to the Administrator.

(k) Implementation. Each holder of a Class II, III, or IV Airport Operating Certificate must implement the requirements of this section no later than 36 consecutive calendar months after June 9, 2004.

[Doc. No. FAA-2000-7479, 69 FR 6424, Feb. 10, 2004; Amdt. 139-26, 69 FR 31523, June 4, 2004]

To view the entire PART 139—CERTIFICATION OF AIRPORTS, click on the link below:

<https://www.gpo.gov/fdsys/pkg/CFR-2012-title14-vol3/xml/CFR-2012-title14-vol3-part139.xml#seqnum139.315>