

LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY
FIRE CHIEF

August 26, 2024

BOARD OF FIRE COMMISSIONERS
FILE NO. 24-086

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: LETTER OF AGREEMENT BETWEEN LOS ANGELES FIRE DEPARTMENT AND THE PORT OF LOS ANGELES

FINAL ACTION:	<input 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 Withdrawn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

SUMMARY

The Los Angeles Fire Department (LAFD) seeks approval from the Board of Fire Commissioners for a Letter of Agreement (LOA) between the Port of Los Angeles (POLA) and the LAFD. The LOA establishes a formal system to manage the maintenance of fireboats stationed at the Port of Los Angeles and outlines the associated costs, including the implementation of a standardized inter-department review, approval, and reimbursement process.

RECOMMENDATIONS

That the Board:
Approve Letter of Agreement and report; and transmit to City Council for approval.

DISCUSSION

POLA relies on the LAFD to provide essential fire protection and emergency response services throughout the Port of Los Angeles and waterways. As part of these water-based services, LAFD operates, maintains, and staffs five primary fireboats. These five fireboats are continuously available, with 24-hour operations occurring each day of the year through the rotation of three separate fireboat platoons, staffed by LAFD personnel. All five of the boats are maintained by the LAFD and all of the maintenance cost is currently through reimbursement from POLA to City of Los Angeles' general fund. The maintenance of these fireboats is critical to ensure their operational readiness.

Currently, the process for managing maintenance activities and associated costs lacks formalization, leading to inefficiencies and delays in approval and reimbursement procedures. POLA has committed \$2,000,000.00 for fiscal year 24/25 for fireboat maintenance.

The proposed LOA seeks to address these issues by establishing a formalized system for managing fireboat maintenance and related costs. The key components of the LOA include:

1. **Standardized Maintenance Process:** The LOA outlines the procedures for scheduling, conducting, and documenting maintenance activities for LAFD fireboats stationed at the Port of Los Angeles.
2. **Inter-Departmental Coordination:** A standardized review process will be implemented to ensure coordination between POLA and LAFD, enabling both entities to track maintenance needs, approve work orders, and monitor expenditures efficiently.
3. **Reimbursement Mechanism:** The LOA includes a detailed reimbursement process whereby POLA will compensate LAFD for maintenance costs incurred, following the approval of documented expenses. This process ensures transparency and accountability in the management of public funds.
4. **Annual Review:** The LOA also provides for an annual review of the agreement to ensure its continued effectiveness and to adjust as necessary based on operational needs and financial considerations.
5. **Financial Impact:** The implementation of this LOA will result in a more predictable and controlled expenditure on fireboat maintenance. By establishing clear guidelines and procedures, both the POLA and LAFD can better manage their budgets and resources.

Because fireboat expenditures are typically front funded from LAFD's parts account, burdening maintenance for its land fleet, General Fund transfers are requested within the Financial Status Reports (FSR) and/or other Council communications to make needs whole within the parts account.

CONCLUSION

With the approval of this LOA the LAFD will execute Strategic Plan Goal #1, "Deliver Exceptional Public Safety and Emergency Service", to POLA and surrounding waterways. The agreement ensures that all LAFD fireboats remain in optimal condition, thereby safeguarding the Port and its surrounding areas.

Board report prepared by Battalion Chief Robert Carpino, Commander, Marine Operations Section.

ATTACHMENTS:

- Letter of Agreement between the POLA and LAFD

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

This Letter of Agreement (“LOA”) is entered into by the Los Angeles Harbor Department, also known as the Port of Los Angeles (“POLA”), and the Los Angeles City Fire Department (“LAFD”), (collectively “Parties” or individually “Party”), to establish a system to manage fireboat maintenance and the associated costs thereof, including the implementation of a standardized inter-department review, approval, and reimbursement process. This agreement shall become effective the date of its execution by the Executive Director of the Harbor Department and LAFD Chief and, upon authorization of the Board of Harbor Commissioners and the Board of Fire Commissioners. (“Effective Date”).

I. RECITALS

WHEREAS the Parties continue to operate under the “Memorandum of Understanding for Services Rendered by the City of Los Angeles to the Harbor Department in Support of the Tidelands Trust,” (“MOU”), signed in 1997 and currently in effect by agreement of all signatories.

WHEREAS Article 9 of the MOU addresses operational and capital costs related to maintenance, repair, alteration, modification, preservation and upgrades of equipment or assets under the control of City departments.

WHEREAS Article 9 is silent in certain areas regarding the management of fireboat maintenance which has led to lapses and delays in critical repair work and reimbursement.

WHEREAS the Parties would like to clarify the fireboat maintenance process within Article 9 to address such deficiencies and to create more effective and efficient implementation of maintenance strategies without replacing or superseding the MOU.

WHEREAS the Parties have a mutual goal of implementing a maintenance plan that spreads out the timeframe for fireboat maintenance to maximize the fleet availability for any given period.

WHEREAS the Parties have a mutual goal of allocating resources through an annual budget approval process to allow the LAFD to manage the regular, ongoing, and predictable fireboat maintenance without undue delay or constraint by providing the LAFD with a defined budget derived from objective data based on National Fire Protection Association (NFPA) recommendations and LAFD operational requirements with appropriate process controls for accountability and budget exceptions.

NOW, THEREFORE, the Parties hereby agree as follows:

II. Definitions

- a) Operational Costs: Routine expenses incurred to operate the vessels.
- b) Capital Costs: Expenses that either create a new asset or significantly extend the life of an existing asset, with monetary value of greater than five thousand dollars.

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

- c) Upfits: An accessory or augmentation to an existing vessel deemed necessary by the operator for safety, ease of operation, or efficiency. Examples include exterior lighting, deck winches, davits, etc.
- d) Upgrades: The replacement of a component or system for the purpose of modernization and/or improved usefulness. Examples include navigation systems, communication systems, computerized controls, monitoring devices, etc.
- e) Strategic Plan: Ten (10) year plan identifying anticipated work on the fire boats.
- f) Operational Plan: Three (3) year plan identifying projected routine maintenance, component Upgrades/replacements, major component overhaul/refit, and capital equipment replacements.
- g) Annual Plan: Budget request for fireboat work submitted annually.
- h) Emergency Repairs: Unforeseen repairs requiring immediate attention, vital to maintaining vessel operations.

III. TERMS OF AGREEMENT

1. This Agreement shall cover all maintenance, repair, and modifications for LAFD fireboats 1,2,3,4, and 5 (collectively, "LAFD Fireboats" operated by LAFD in service to POLA). The fleet size under this agreement can only increase through formal written communication and upon mutual agreement between the LAFD Executive Office and the POLA Executive Office.

2. LAFD shall submit to POLA, no later than September 30 of every year, a proposed Annual Plan for anticipated work on each fireboat for the following fiscal year in accordance with Appendix B. The budget requests must include detailed estimates of costs and schedules for anticipated routine maintenance, capital equipment Upgrades, Upfits, major overhaul/refit, and capital equipment lifecycle replacement. Appropriate and adequate needs and impact analysis must accompany all requests. Each line item in the request shall be categorized and clearly noted by LAFD as either "Capital Costs" or "Operational Costs", as defined above. As LAFD fireboat 4 is not a POLA asset, expenses cannot be capitalized. Therefore, all expenses shall be considered operational.

3. LAFD shall submit to POLA, no later than September 30 of every year, an updated Strategic Plan for anticipated work on each fireboat covering the following ten (10) year period. Additionally, LAFD shall submit to POLA an Operational Plan covering the following three (3) year period. The three-year work plan must include projected routine maintenance, component (lifecycle) upgrades/replacements, major component overhaul/refit, and capital equipment (lifecycle) replacement for each vessel covered under this LOA. The Operational Plan shall include rough cost estimates, schedules and basic notes identifying the underlying need and impact.

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

4. POLA will solicit the services of a Marine Engineering firm or other qualified subject matter expert (“SME”), that is agreed upon by both LAFD and POLA, to evaluate the appropriateness, cost, and adequacy of the work proposed by LAFD for its annual approved budget, emergency repairs, any proposed modifications, and/or any cost overruns for previously approved work. POLA will make determinations for reimbursement of such requests based upon the SME’s recommendations and subject to funds availability. POLA will report its findings to the LAFD as soon as practicable, but no later than the last quarter of the fiscal year.

5. LAFD shall determine the execution of all repairs and/or modifications that are necessary to operate and maintain the LAFD fireboats in accordance with regulations set forth by the U.S. Coast Guard, National Fire Protection Association (NFPA) and the Los Angeles Harbor Tariff, where applicable. Notwithstanding the above, LAFD shall notify POLA prior to the commencement of any such work in accordance with the Notification and Review Process, attached as Appendix A.

6. POLA reserves the right to reject any reimbursement for fireboat repairs and modifications that was not previously approved through the Annual Plan or did not go through the notification and review process as set forth in Appendix A. In the case of any cost dispute, LAFD and POLA shall follow the process outlined in Appendix C, Dispute Resolution. POLA shall provide reimbursement to LAFD for its expenditures that are commensurate with the approved Annual Plan for the maintenance and repair of Fireboats 1, 2, 3, 4 and 5 throughout the fiscal year, as expenses are incurred. Reimbursements shall be made within 60 days of a reimbursement request by LAFD provided all invoices have the following supporting documentation: City Purchase Order (PO), vendor invoice, bank statements and the corresponding transaction receipts, if a Purchase Card was used.

7. LAFD shall submit to POLA formal written requests for any repairs, upgrades, and/or improvements greater than \$10,000 that exceed the scope and cost of the Annual Plan. Those requests must provide justification of needs and impact. Each line item in the request shall be categorized and clearly noted by LAFD as either “Capital” or “Operational”, as defined above.

8. Each party shall fulfill its duties and responsibilities under the Fireboat Maintenance Plan, attached as Appendix B.

9. Modifications to this agreement must be made in writing and subject to all approvals required by the Charter. Any such document must be signed by authorized representatives of the respective Parties and a copy of any revision must be maintained with the original agreement.

10. This Agreement shall expire three (3) years from the Effective Date; however, the Parties shall meet to discuss an extension no later than six (6) months prior to its expiration. Absent an objection to its renewal, or request for revisions, by either Party, in writing, this Agreement shall automatically renew for another three (3) year period and continue so forth until the Agreement is either affirmatively terminated, in writing, by either Party, or reaches a

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

term of 15 years at which time, this Agreement will automatically expire. If there are objections or request for material revisions, this Agreement shall not automatically renew and will proceed with an amendment process that will require authorization from the Board of Harbor Commissioners and Board of Fire Commissioners.

THE CITY OF LOS ANGELES, by its
Board of Harbor Commissioners

Dated: _____

By _____
EUGENE D. SEROKA
Executive Director

Attest _____
AMBER M. KLESGES
Board Secretary

THE CITY OF LOS ANGELES, by its
Board of Fire Commissioners

Dated: _____

By _____
KRISTIN M. CROWLEY
Fire Chief

APPROVED AS TO FORM AND LEGALITY

_____, 2024
HYDEE FELDSTEIN SOTO, City Attorney
STEVEN Y. OTERA, General Counsel

By: _____
MINAH PARK, Deputy

APPROVED AS TO FORM AND LEGALITY

_____, 2024
HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY, Deputy

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

Appendix A: Notification and Review Process

Each Party has established a management level point of contact who shall be responsible for communications under this Agreement.

The identified representatives for each Party are:

- a. LAFD - Deputy Chief, Operations South Bureau, or designee.
- b. POLA - Director, Construction and Maintenance Division, or designee.

Responsibilities for the designated representatives shall be:

1. Maintaining open and regular communications, including maintaining and updating the distribution list for repair related messages.
2. Routing related information, as needed, within their respective Party.
3. Reviewing and approving projected fireboat maintenance or modifications in accordance with the timelines specified under this Agreement.
4. Maintaining resource files for fireboat related issues. The files should include a copy of all related agreements between the Parties, construction, maintenance and modification documents for all of the fireboats and copies of contracts with boat repair facilities.

The review and approval process for fireboat maintenance and modifications are as follows:

1. LAFD will continue to oversee the routine maintenance and repairs as defined by the Annual Plan, without the need for further approval from POLA.
2. LAFD will provide written notification to POLA's Director of Construction and Maintenance advising POLA of the need for Emergency Repairs and the actual or probable cost of conducting the Emergency Repairs.
 - a. For Emergency Repairs for which the actual or probable cost will exceed \$10,000, POLA's prior approval is required for the Emergency Repair cost to be subject to reimbursement. Notwithstanding the foregoing, Emergency Repair costs submitted pursuant to this section shall be presumed to qualify for reimbursement and shall be subject to reimbursement in the absence of POLA providing a written denial to LAFD under the following conditions:
 - i. POLA shall submit the written denial to LAFD within 15 days of receipt of LAFD's written notification of the need for an Emergency Repair;
 - ii. The written denial must contain the reasons for POLA's denial of the request for Emergency Repair; and

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

- iii. The written denial must have undergone review by the subject matter expert (“SME”) and received concurrence from the SME
 - b. For Emergency Repairs for which the actual or probable cost is \$10,000 or less, the Emergency Repair is deemed approved upon notification by LAFD to POLA as provided above.
3. Except as provided in Section 2 above, notwithstanding the provisions for Emergency Repairs, expenses for fireboat work that are beyond the scope and/or cost of the approved annual budgeted maintenance plan will be reviewed on an annual basis; provided, however, that such review shall not constitute a basis for POLA to require return of any reimbursement provided to LAFD pursuant to Section 2, above.
4. LAFD will provide quarterly status updates of its work progress against its approved Annual Plan via email to POLA’s representative and/or their designee.
5. Any work which was identified as part of the approved Annual Plan and not completed during the fiscal year for which it was approved, will not carry over to the next fiscal year, specifically for that work to be completed. Any work not performed during the fiscal year will not be reimbursed and must be submitted to POLA for the following fiscal year.
6. Notwithstanding anything in this LOA to the contrary, LAFD has no independent obligation to make any repairs for which POLA is unwilling to provide reimbursement. The Parties acknowledge and agree that POLA’s failure to reimburse for emergency repairs may result in a particular Fireboat’s removal from service, and that LAFD shall not be liable to POLA for any inability to provide services resulting from that particular emergency repair.

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

Appendix B: Fire Boat Maintenance Plan

The Los Angeles City Fire Department (LAFD) is responsible for the following:

1. LAFD shall maintain and manage contracts for goods and services to carry out fireboat maintenance and repairs.
2. LAFD shall allow for input from POLA into any related contract specification and/or selection process.
3. LAFD shall submit to POLA, no later than September 30 of every fiscal year, a proposed Annual Plan for each fireboat for the following fiscal year. POLA will review LAFD's proposed Annual Plan and respond to LAFD as to what work is authorized with a tentative approval by April, and final approval no later than the start of the fiscal year for which the expenditures are anticipated.
4. For each vessel covered under this MOU, LAFD's proposed annual work plan and budget must include the following at a minimum, based upon industry standards:
 - a. Detailed descriptions and estimates of scope, costs, and schedules for anticipated work.
 - b. Anticipated fleet availability data and coordinated annual fleet maintenance schedule.
 - c. Description of requested component replacement/upgrade (i.e., navigation electronics, pumps, wheelhouse seating, etc.).
 - d. Description of requested major overhaul/refit (i.e., main and auxiliary re-powers, drive system overhaul, pump replacement, tank restoration, major hull repairs, superstructure re-paint, etc.).
 - e. Description of requested capital equipment (entire vessel, main engines, drives, etc.) lifecycle replacement.
 - f. Detailed analysis of the needs and impact must accompany all requests.
5. LAFD shall submit to POLA, no later than September 30 of every year, an updated Strategic Plan for anticipated work on each fireboat covering the following ten (10) year period. Additionally, LAFD shall submit to POLA an Operational Plan covering the following three (3) year period. The three-year work plan must include projected routine maintenance, component (lifecycle) upgrades/replacements, major component overhaul/refit, and capital equipment (lifecycle) replacement for each vessel covered under this LOA. The Operational Plan shall include rough cost estimates, schedules and basic notes identifying the underlying need and impact.

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

6. The Strategic and Operational Plans shall be managed and maintained by LAFD as living documents. Its information shall be driven by a reconciliation of previous work performed and any changing environmental factors. The plan shall include rough order scope of work, estimates of costs, and fleet coordinated schedules for the varied levels of annual service.
7. POLA will review and coordinate with LAFD quarterly throughout the fiscal year on developing strategies for delivering the larger capital equipment replacements identified in LAFD's proposed Strategic Plan.
8. The LAFD operations and maintenance staff shall perform the following routine functions on an ongoing basis, and all expense incurred for the responsibilities, including, but not limited to:
 - a. Keeping the fireboats in ready-to-respond condition.
 - b. Conducting day-to-day fireboat operations and maintenance in support of expected fire service responsibilities including daily staffing, records, maintenance checks, performing minor repairs, general asset protection activities, and fueling.
 - c. Conducting routine checks per fireboat manufacture recommendations and LAFD standard operating procedures as required – Daily, Weekly, Monthly, and as required.
 - d. Performing minor repairs and routine maintenance including lubrication, oil/fuel filter changes and regular component cleaning, minor component replacement, loose fitting adjustments, minor protective coatings including topside and interior touch-up painting, exchange of lubricants, belts, etc. as necessary. Providing and maintaining fireboat logbook(s), service history record keeping of repairs.
 - e. Conducting routine interior and exterior cleaning (bilges, engines, pumps, heads, decks, etc.) and all other fireboat related features.
 - f. Supplying and maintaining all lifesaving device(s), and equipment, including personal strobes, life jackets, first-aid, etc.
 - g. Maintaining, repairing and replacing, as needed, all LAFD supplied communication equipment (XTS, UHF/VHF- Fixed & Portable Radios) and Mobile Computer Terminal (MDC).
 - h. Supplying, maintaining, and keeping critical inventories of all firefighting equipment and supplies.
 - i. Participating, as requested, in an annual fireboat survey inspection with POLA Risk

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

Management Section and contracted vendor.

- j. Performing all other Fireboat operations, maintenance and repair tasks customarily performed by a fireboat/commercial vessel owner/operator.

POLA is responsible for the following:

1. Review and Approval of Cost and Scope.
 - a. Planned work: Review and approval of LAFD's proposed Annual Plan for anticipated work on each fireboat shall be completed by POLA and communicated to LAFD no later than the last quarter of the preceding fiscal year for which the expenditures are anticipated.
 - b. Emergency Repairs: Review and determination for reimbursement of LAFD's proposed Emergency Repairs shall be completed by POLA and communicated and reimbursed to LAFD as soon as practicable, but no later than the end of the fiscal year for which the expenditures are incurred.
2. Maintaining an on-call Marine Engineering/Naval Architecture consulting services agreement to act as the Port's subject matter expert in the interest of both Parties.
3. POLA Risk Management-Safety: Providing an assessment for insurance & liability coverage.

LETTER OF AGREEMENT
LAFD Fireboat Maintenance

Appendix C: Cost Dispute Resolution

In the case of a cost dispute, the parties must mutually agree to move forward with a dispute resolution remedy.

The parties agree to a review panel of five (5) individuals - four (4) are representatives of the two departments (Los Angeles Fire Department and Harbor Department), and the fifth individual from General Services Division (GSD). The representatives will assess, review and opine on the dispute. The decision made by the panel will be final.

- Each department is allowed to have an outside subject matter expert be a representative for their department (e.g. POLA utilizing its third-party Marine Engineering firm representative).

The panel will meet within 30 days of the cost dispute and resolution shall be reached within 60 days of the panel discussion.