RONNIE R. VILLANUEVA INTERIM FIRE CHIEF

August 5, 2025

BOARD OF FIRE COMMISSIONERS FILE NO. 25-045

TO:

Board of Fire Commissioners

FROM: 🚺

Ronnie R. Villanueva, Interim Fire Chief

SUBJECT:

MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES WORLD AIRPORTS FOR FORTY-THREE (43) NEW POSITIONS TO SUPPORT EMERGENCY AND NON-EMERGENCY OPERATIONS

FINAL ACTION: Approved Denied	Approved w/Corrections Received & Filed	Withdrawn Other	
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SUMMARY

The Los Angeles Fire Department currently provides two (2) funded positions to Los Angeles World Airports (LAWA) for managing both emergency and non-emergency operations at Los Angeles International Airport (LAX) and Van Nuys Airport. These operations include Structural and Aircraft Rescue Firefighting, Emergency Medical Services, Hazardous Materials and technical rescue response, fire prevention, inspection, training and compliance. To address the rising emergency service demand and prepare for upcoming major events, a Memorandum of Understanding (MOU) has been developed. The MOU includes 43 new positions, apparatus and equipment which will be procured by LAFD and reimbursed by LAWA. The 43 positions have been approved in the LAFD Fiscal Year 2025/2026 (FY25/26) budget.

RECOMMENDATION

That the Board:

 Approve and authorize the Fire Chief to execute the Memorandum of Understanding with the Los Angeles World Airports, commencing upon the date the Memorandum of Understanding is fully executed.

DISCUSSION

The proposed MOU between the LAFD and LAWA supports the need to expand the LAFD presence at LAX to respond to critical fire and emergency services which will improve response times and operational readiness. As air travel continues to grow, the demand for airport fire and Emergency Medical Services (EMS) have intensified. Effective equipment, administration and response are crucial for maintaining operational efficiency, safety compliance, and emergency preparedness.

The total number of LAFD responses to LAX in Fiscal Year 2023-24 was 14,352, which includes 6,542 (45.5 percent) responses from Fire Station 51 (located at LAX) and 7,810 (54.5 percent) responses from fire stations outside of LAX.

As the number of incidents escalate, current firefighting resources at LAX are approaching capacity to handle routine emergencies. When compared to other Index E airports, which are similar in size and operational scope, the staffing challenges at LAX reflect potential for decreased efficiency and effectiveness.

The existing resources allocated to LAX include:

LAWA Fire Ope	rations
Dergonnol	One LAFD Assistant Chief
Personnel	One LAFD Captain II
Fire Station 80	(ARFF Response Only)
Personnel	 48 LAFD personnel (three shifts)
	All ARFF certified
Apparatus	Six Rosenbauer Panther ARFF vehicles
	One Air Stair Truck
Fire Station 51	(Airport and City Response)
Personnel	18 LAFD personnel (three shifts)
Apparatus	Engine 51 (2020 Pierce Fire Engine)
	 Rescue Ambulance 51 (2024 Dodge Paramedic Ambulance)

Under the proposed MOU, LAFD will provide additional staff and services at LAX as indicated in the chart below.

Staff/Resource	Personnel
Training and Compliance Officer	1
Administrative Clerk	1
Fire Prevention Inspectors/Captain I	3
Heavy Duty Equipment Mechanic	1
Paramedic Assessment Cycle (PAC) Teams + Advanced Practitioner + Equipment	
These PAC Teams support rapid medical response within the airport complex, which requires specialized training and a dedicated team. The teams are well-acquainted with airport facilities and help to reduce the need for heavy apparatus in the Central Terminal Area and optimize fire department resources.	
Additional Rescue Ambulance + Equipment	6
Additional Engine Company + Equipment	12

Fast Response Vehicle (FRV) + Equipment	6
The FRV is a cost-effective, multi-purpose emergency response resource that can respond to both EMS and fire incidents with the goal of decreasing response times and providing more rapid patient care. It provides the efficiency and availability of both fire companies and paramedic ambulances, can navigate airport roadways, and can downgrade or upgrade to the appropriate level of ambulance required to manage the incident.	

FISCAL IMPACT

There is no fiscal impact on the Department.

CONCLUSION

The high operational tempo and complexity of LAX operations, coupled with ongoing improvement projects and increasing passenger numbers, require a well-resourced fire and life safety workforce. A shortage of airport-specific emergency personnel can create serious operational and safety gaps, including delays that can significantly impact the services provided. Any delay in response times increases the risk of incidents escalating and heightens the potential for harm to passengers, staff, and airport infrastructure. Additionally, the increased staffing and resources will bring LAX into alignment with other major Index E airports across the nation and address staffing shortages which impact safety, efficiency and FAA compliance.

Board Report prepared by Kristina Kepner, Assistant Chief, Special Operations, LAWA Division.

Attachments

MEMORANDUM OF UNDERSTANDING FOR FIREFIGHTING, EMERGENCY MEDICAL SERVICES, ADMINISTRATIVE AND MAINTENANCE PERSONNEL AMONG LOS ANGELES WORLD AIRPORTS AND THE LOS ANGELES FIRE DEPARTMENT

BACKGROUND AND INTENT

The City of Los Angeles is a California municipal corporation governed by its Charter. The Charter divides responsibilities and municipal governance among its various entities and departments. The City's Department of Airports, also known as the Los Angeles World Airports (LAWA), and the Los Angeles Fire Department (LAFD) possess, manage, and control their respective assets, as identified in the City's Charter.

This Memorandum of Understanding (MOU) establishes responsibilities, terms and conditions, among LAWA and LAFD for funding forty-three (43) positions to support emergency response, emergency medical services, administration, training, and maintenance of fire apparatus located Los Angeles International Airport (LAX).

I. PARTIES

This MOU is entered into accepted by and between the Board of Airport Commissioners (Board), acting by and through LAWA's General Manager, also known as its Chief Executive Officer (CEO), and LAFD.

II. MOU TERM

The MOU will become effective upon full execution by both LAWA and LAFD (Effective Date) and shall remain in effect until June 30, 2028 (Term). This MOU may be terminated by either party upon thirty (30) days' advance written notice.

III. EQUIPMENT AND LABOR COSTS

A. Equipment

LAWA shall purchase apparatus and equipment, (fire engine, rescue ambulance, and fast response vehicle) using specifications provided by LAFD. LAFD will install all equipment and radio communications including obtaining all necessary software licenses, radio frequency licenses, and warranties (equipment), for the proper use and operation of LAWA assigned fire and medical vehicles. In addition, if any of the equipment is defective or malfunctions after installation, LAFD shall be responsible for repairing or replacing the equipment including processing any applicable warranty claims.

B. Equipment Maintenance and Replacement

LAFD shall be responsible for the routine maintenance and repair of all fire apparatus and equipment at LAX. A detailed maintenance schedule shall be provided to LAWA within 90 days of the Effective Date.

LAWA shall be responsible for replacing fire apparatus and equipment. The funding mechanism and replacement schedule shall be agreed upon by both parties and documented in a separate agreement.

LAWA shall retain ownership of all equipment acquired with its funds.

C. Reimbursement of Funds

LAWA will reimburse LAFD for the costs to purchase and install equipment and radio communications. LAWA reserves the right to audit any billing for labor and equipment, and to request supporting documentation for any billing.

D. Annual Cost Adjustment

LAWA shall reimburse LAFD for labor costs for fire, EMS, training and administration, as specified on Attachment #1, which are estimated to cost \$17,353,639 for the first year of this MOU. The reimbursable cost for the apparatus and equipment is estimated at \$3,025,000 as itemized on Attachment #1, incorporated herein by this reference. The reimbursable annual combined costs for all staffing, apparatus, and equipment is anticipated to be \$20,378,639, based on MOU 23 contractual agreements to include salary increases LAWA shall approve the salary increases annually through its budgeting process. LAWA shall remain solely responsible for reimbursement for future labor costs under this MOU at an amount to be mutually determined by the parties.

A. This MOU's term shall coincide with the term of the current LAFD Rank and File collective bargaining agreement with the City of Los Angeles per Memorandum of Understanding number 23 (MOU 23), specifically from June 30, 2024, to June 30, 2028.

B. General Labor cost adjustments shall be based on the annual salary and benefit adjustments for LAFD rank and file members as outlined in LAFD MOU 23. LAWA shall be provided with official documentation of these adjustments within a reasonable time prior to LAWA presenting its budget to its Board for approval.

C. In addition to the general labor cost adjustments, the actual labor costs reimbursable under this MOU may fluctuate due to factors including, but not limited to:

- The assignment of LAFD personnel with varying levels of tenure (longevity pay).
- The payment of special pay, bonuses, or other incentives to individual personnel.
- Changes in personnel assignments, including replacements, promotions, or transfers.

D. To reconcile these fluctuations in actual labor costs:

- LAFD shall provide LAWA with an annual accounting of the actual labor costs for all personnel assigned to LAX under this MOU. This accounting shall include detailed payroll records, documentation of special pay and bonuses, and records of personnel assignments and changes.
- LAWA and LAFD shall review the annual accounting to reconcile the general labor cost adjustments with the actual labor costs incurred.
- Any difference between the general adjustments and the actual costs shall be addressed through a financial reconciliation process, which may include adjustments to subsequent payments or a one-time payment, as agreed upon by both parties and approved via their respective budget processes.

E. Equipment cost adjustments shall be based on the actual cost of the item purchased. The LAFD will provide documentation to LAWA within 30 days of the purchase.

F. LAFD represents and warrants that all labor and equipment costs it seeks reimbursement from LAWA are directly and substantially related to the operations of the airport or airport system - Proper Airport Revenue Use. For the purposes of this MOU, 'Proper Airport Revenue Use' shall be defined in accordance with U.S. Codes (49 U.S.C.A. § 47107 subsection (b); 49 U.S.C.§ 47133 subsection (a)); "Policy and Procedures Concerning the Use of Airport Revenue" under 64 Federal Register 7696-01 ("Revenue Use Policy") and Federal Aviation Administration (FAA) Compliance Manual, including FAA Order 5190.6B, Change 3.

If an audit by the FAA finds that any funds reimbursed from LAWA to LAFD were not Proper Airport Revenue Use, then LAFD shall reimburse LAWA the amount of funds the FAA finally decides were not Proper Airport Revenue Use. The FAA final decision shall be a non-appealed final decision or a non-appealable final decision by the appropriate appellate court having jurisdiction over the matter, whichever is later.

G. Scope of Services

- LAFD shall provide the following services at LAX:
 - Structural firefighting
 - Aircraft rescue and firefighting (ARFF)
 - Emergency medical services (EMS), including paramedic services
 - Hazardous materials response
 - Technical rescue
 - Fire prevention and inspection services
 - Training LAWA personnel in fire safety and emergency procedures

• Other related emergency and non-emergency services as reasonably required by LAWA.

H. Interdepartmental Transfer

LAWA and LAFD shall transfer funds to one another by Interdepartmental Order (ISO).

IV. NOTICES AND AUTHORIZED REPRESENTATIVE

A. Authorized Representative and Notices

The Authorized Representative for each party, and for providing notices in accordance with this MOU, are as follows:

For the LAFD: Los Angeles Fire Department

Attn: Ronnie Villanueva

Fire Chief 200 N. Main St.

Los Angeles, Ca 90012 Ronnie.villanueva@lacity.org

For the LAWA: Los Angeles World Airports

Attn: Martin Elam

Deputy Executive Director, Public Safety & Security

Administration

7411 World Way West Los Angeles, Ca 90045 MELAM@lawa.org

Written notices to either LAWA or LAFD hereunder, (with copies to the City Attorney of the City of Los Angeles, Airports Division and Fire Division, respectively) shall be given by email or by letter via the City's interoffice mail system. Email notification shall be effective on the day it is received up until 5pm; otherwise, it shall be effective on the following business day. Written notices provided by letter only shall be effective three business days after they are mailed.

V. ADDITIONAL TERMS AND CONDITIONS

A. Dispute Resolution

Each party shall notify the other regarding any disputes under this MOU as soon as reasonably practical, but no longer than 30 days. Each Authorized Representative shall make reasonable attempts to resolve the dispute. If the dispute continues, then LAWA's Chief Executive Officer and LAFD's General Manager shall resolve the dispute. If they are unable to resolve the dispute, then the President of Each Board shall resolve the dispute. If they are unable to resolve the dispute, then the Mayor shall resolve the dispute.

B. Liability

It is the intention of this MOU that neither party shall be responsible for any liability which arises by reason of the negligent acts, errors, omissions or willful misconduct of the other party. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and results thereof. Therefore each Party agrees that it will assume all risk and liability for and to itself, its agents, contractors, or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operations of its agents, contractors, or employees, under this MOU, and for any loss, costs, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its own agents, contractors, or employees.

Notwithstanding the above, any acts of any liability which arises by reason of the negligent acts, errors, omissions or willful misconduct on the airfield of LAX or VNY, as applicable, then LAFD shall retain liability for the acts, errors, omissions or willful misconduct of its officers, agents, employees, contractors, or the contractor's officers, agents, employees or subcontractors of any tier.

C. Insurance

LAWA and LAFD each maintain a program of Self-Insurance that encompasses General Liability, Auto Liability and Workers' Compensation insurance. Each shall maintain acceptable levels of Self-Insurance, to cover its activities. LAFD shall require each of its contractors under its construction and personal services contracts to carry and maintain General Liability, Auto Liability, Workers' Compensation coverage, Professional Liability, and if applicable, construction bonding requirements. Evidence of required insurance must be maintained current by the contracted parties throughout the duration of their construction and personal service contracts. The parties agree to cooperate with each other regarding submission of insurance claims in the event a loss or claim is experienced from the work undertaken under the MOU.LAFD shall require its contractors performing work under this MOU to maintain the insurance coverage and amounts as specified by LAWA's Risk Manager, which may include the following coverage:

- 1. General Liability, per occurrence and in the aggregate;
- 2. Auto Liability, per incident;
- 3. Workers' Compensation, as required by California law; and
- 4. Professional Liability, if applicable, per claim and in the aggregate.

LAWA shall be named as an additional insured on the insurance coverage, as required by LAWA's Risk Manager, which may include the General Liability and Auto Liability policies.

LAFD shall provide LAWA with certificates of insurance for its contractors prior to the commencement of any work. LAWA shall have the right to review and approve such certificates.

D. Hazardous Substances

LAFD's vehicles and or equipment (LAFD Equipment) may contain hazardous materials. LAFD is fully responsible to protect itself, the public and the environment from the use of LAFD Equipment whether during responses to emergencies, transportation, operation, maintenance, repair, disassembly, disposal, and or reuse of the whole or the parts of LAFD Equipment. LAWA assumes no responsibility for any hazardous materials that LAFD Equipment may contain. In the case of any hazardous substance spill, leak, discharge or improper storage on LAWA premises, or contamination of same, by any person, LAFD agrees to make, or cause to be made, any necessary repairs or corrective actions, as well as to clean up and remove any leakage, contamination or contaminated ground. In the case of any hazardous substance spill, leak, discharge or contamination by LAFD, or by any of its employees, agents, contractors or subcontractors which affects LAWA property, including its tenant(s), if applicable, LAFD agrees to make, or cause to be made, any necessary repairs, or take corrective actions, to clean-up and remove any such spill, leakage or contamination to the satisfaction of LAWA's Chief Executive Officer (or his or her designee).

E. Amendment

This MOU may be amended only in writing signed by LAWA and LAFD's Authorized Representatives. Amendments increasing the annual expenditure of funds that are not resolved through the budget process require Board authority.

F. Assignment

This MOU and any permission herein given are personal to LAFD and LAWA, and the MOU or any rights granted in the MOU are not assignable. LAFD and LAWA will not assign, transfer or sell this MOU or any privilege hereunder in whole or in part, and any attempt to do so without either party's prior written consent shall be void and shall confer no right on any third party.

G. No Real Property Interest

LAFD hereby acknowledges that this MOU or any permission to temporarily access any land or right of way for work or inspection is limited and temporary only and does not constitute a lease of, or any interest in, real property.

H. Counterparts and Electronic Signatures

- 1. <u>Counterparts</u>. This MOU may be executed in counterparts, including counterparts that are manually executed and counterparts that are in the form of electronic records and are electronically signed. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original.
- 2. Electronic Signatures. An electronic signature means a signature that is executed by symbol attached to or logically associated with a record and adopted by a party with the intent to sign such record, including facsimile or e- mail signatures. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this MOU and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called PDF format shall be legal and binding and shall have the same full force and effect as if a paper original of this MOU had been delivered that had been signed using a handwritten signature. All parties to this MOU (i) agree that an electronic signature, whether digital or encrypted, of a party to this MOU is intended to authenticate this writing and to have the same force and effect as a manual signature; (ii) intended to be bound by the signatures (whether original, faxed, or electronic) on any document sent or delivered by facsimile or electronic mail or other electronic means; (iii) are aware that the other party(ies) will rely on such signatures; and, (iv) hereby waive any defenses to the enforcement of the terms of this MOU based on the foregoing forms of signature. If this MOU has been executed by electronic signature, all parties executing this document are expressly consenting, under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and the California Uniform Electronic Transactions Act ("UETA") (California Civil Code §1633.1 et seq.), that a signature by fax, e-mail, or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

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IN WITNESS WHEREOF, LAFD and LAWA have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

CITY OF LOS ANGELES, DEPARTMENT OF AIRPORTS

Dated:
By:Chief Executive Officer
Dated:
By: Chief Financial Officer
CITY OF LOS ANGELES, FIRE DEPARTMENT
Dated:
By:

ATTACHMENT #1

Sta	affing:						
1.	Cycle Teams: 13 personnel				st recovery	\$	4,916,053
	a. Captain I PM	-SD	(1)		495,910		
	b. FFIII PM	-SD	(6)		2,332,708		
	c. FFIII	- SD	(4)	\$1	1,452,898		
	d. EMS AP	-SD	(2)	\$	634,937		
2.	Training/Compliance Officer	-SD	(1)	Full cos	st recovery	\$	481,962
3.	Administrative Clerk	-SD	(1)	Full cos	st recovery	\$	113,664
4.	FPB Staff			Full cos	st recovery	\$	1,233,943
	a. Captain I	-SD	(1)	\$	431,817		
	b. Inspector II	-SD	(1)	\$	411,925		
	c. Inspector I	-SD	(1)	\$	390,201		
5.	Heavy Equipment Mechanic	-SD	(1)	Full co	est recovery	\$	205,006
6.	800 RA (24/7 – 3 Platoons)			Full co	st recovery	\$	2,432,432
	a. FFIII	-PD	(6)	\$	2,432,432		
7.	Fast Response Vehicle (24/7	– 3 Plat	oons)	Full co	st recovery	\$	2,554,053
	a. FFIII	-PD	(3)	\$	1,216,216		
	b. FFIII PM	-PD	(3)	\$	1,337,837		
8.	Engine Company (24/7	– 3 Plat	oons)	Full co	ost recovery	\$	5,416,526
	a. Captain I	-PD	(3)	\$1	1,506,880		
	b. Engineer	-PD	(3)	\$	1,355,593		
	c. FFIII	-PD	, ,	\$	1,216,216		
	d. FFIII PM	-PD		\$	1,337,837		
To	tal Costs:		. ,			\$1	17,353,639
An	paratus and Equipment Cost T	otal:				\$	3,025,000
	lly equipped Fire Engine			\$	2,100,000		•
	lly equipped Rescue Ambulance				425,000		
	lly equipped Fast Response Vehice	ele			500,000		
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Estimated combined costs for labor \$17,353,639. The estimated cost for apparatus, equipment purchases and labor required to install the equipment for all three dedicated LAX fire and EMS apparatus is \$3,025,000.