

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

December 6, 2018

BOARD OF FIRE COMMISSIONERS
FILE NO. 18-139

TO: Board of Fire Commissioners

FROM: *RMT* Ralph M. Terrazas, Fire Chief

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT, BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS, AND THE CITY OF LOS ANGELES FIRE DEPARTMENT

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 Withdrawn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) has identified a need in acquiring a Fast Response Vessel to respond to life-threatening emergencies in and around the LA/LB Port Complex and LA Harbor. The Harbor Department has a vessel that will function for this purpose that is available for loan to the LAFD for three (3) years.

The attached Memorandum of Understanding is the result of working with the Harbor Department in providing a framework and cooperation between the LAFD and the Harbor Department for the loan of one (1) Metal Shark Fast Response Vessel.

RECOMMENDATIONS

That the Board:

1. Approve the Memorandum of Understanding (MOU) between the LAFD and the City of Los Angeles Harbor Department for the loan of one (1) Metal Shark 28 Foot Vessel, Number 273-0500 for a period of three (3) years.
2. Authorize the approval to forward attached MOU to Fire Chief Ralph Terrazas for his signature indicating approval to enter into agreement with the Harbor Department.

FISCAL IMPACT

The LAFD shall consult with the Harbor Department prior to the commencement of any repair work to obtain its approval. Upon approval by the LAFD, payment shall be made from the City's General Fund to the Harbor Department for said amount.

DISCUSSION

The LAFD is an agency that has a responsibility to respond to life-threatening emergencies in and around the LA/LB Port Complex and LA Harbor. Approximately 7,500 acres of land and water and 43 miles of coast make up the Los Angeles Harbor area covering the areas of the Vincent Thomas Bridge, Port Terminals, Catalina Terminal, World Cruise Center, the Iowa, Ports O' Call, Live a-boards within Marinas and the "cliffs" located along Paseo Del Mar. A fast response vessel will significantly increase response times by 87%. Currently LAFD Fire Boat 2 can travel at speeds up to 12 knots, a quick response vessel could travel at up to 50 knots and would result in greater potential to save lives in situations where seconds count from non-fire incidents, such as capsized or sinking vessels, vehicles that plunge into the ocean, swimmers in distress, sick or injured cruise ship passengers, etc.

This resource will benefit the citizens and visitors of the City of Los Angeles (City) as well as the patrons of the Port of Los Angeles (Port) greatly as non-fire incidents make up approximately 85% of LAFD's call volume. Not approving this request could result in future loss of life as LAFD marine response times are dictated by the speed at which LAFD vessels can travel.

On August 24, 2016 the Los Angeles Port Police delivered one of their Metal Shark vessels to Fire Station 112 for a two week pilot test program. The table below represents the difference in travel times between Fire Boat 2, 3, 5 and the Fast Response Boat. Close attention was given to all high speed passes down the main channel regarding the wake of the vessel.

ENROUTE RESPONSE TIMES

Incidents	Fire Station 49	Fire Station 110	Fire Station 112	Fire Station 112
	Boat 3	Boat 5	Boat 2	Quick Rescue Response Boat
	6 to 25 knots	6 to 25 knots	6 Knots	45 Knots
Pilot Station (Berth 68)	26 Minutes	2 Minutes 24 Seconds	12 Minutes 30 Seconds	1 Minute 40 Seconds
SP Slip (Car into the Water) (Berth 72, 73) 9-Apr-15	20 Minutes	7 Minutes 24 Seconds	7 Minutes 30 Seconds	1 Minute
Ports-o-Call (Patient falls out restaurant window) (Berth 76) 15-Apr-15	18 Minutes	9 Minutes 24 Seconds	5 Minutes	40 Seconds
Cruise Ships (Berth 93)	12 Minutes	19 Minutes 24 Seconds	4 Minutes 30 Seconds	36 Seconds
Vincent Thomas Bridge (Jumpers) -	10 Minutes 30 Seconds	19 Minutes 54 Seconds	6 Minutes	48 Seconds
Slip 1 Harbor Construction Maintenance (Berth 161)	11 Minutes	29 Minutes 24 seconds	15 Minutes	2 Minutes
USS IOWA (stern) (Berth 87)	14 Minutes	17 Minutes 24 Seconds	1 Minute 36 Seconds	12 Seconds
Evergreen (UTR into the water) (Berth 233) 1-Jul-13	15 Minutes	16 Minutes 24 Seconds	1 Minute 36 Seconds	12 Seconds

Fire Boat 2 is a large vessel that must be careful when operating around small boats and in small boat marinas. The fast response boat can operate in and around all the small boat marinas with greater speed and without damaging other vessels.

The San Pedro cliffs have posed a difficult rescue problem for LAFD divers who must swim approximately 100 yards to the rocks. The fast response boat can be used to transport divers to and from the rocks in a few seconds rather than the present eight to ten minutes it takes to swim.

CONCLUSION

A fast response vessel at Fire Station 112 would greatly improve response times and increase dive/surface coverage in the Port of Los Angeles. This vessel would make paramedic services available within three minutes to all parts of the Port of Los Angeles greatly benefiting the public we serve.

Board report prepared by Lori Skroce, Management Analyst, Operations South Bureau.

Attachment

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF LOS ANGELES HARBOR DEPARTMENT,
BY AND THROUGH ITS BOARD OF HARBOR COMMISSIONERS,
AND THE CITY OF LOS ANGELES FIRE DEPARTMENT**

I. PARTIES

This Memorandum of Understanding ("MOU" or "Agreement") is made and entered into by and between the City of Los Angeles Harbor Department, acting by and through its Board of Harbor Commissioners ("Harbor Department"), and City of Los Angeles Fire Department ("LAFD"), collectively referred to herein as the "Parties."

II. AUTHORITY

- A. City of Los Angeles Charter, Sections 652 and 657.
- B. City of Los Angeles Charter, Section 520.

III. PURPOSE

- A. The LAFD requires a rapid response boat in order to conduct emergency response operations within the Port of Los Angeles and surrounding areas.
- B. The Harbor Department has a vessel that will function for this purpose that is available for loan to the LAFD for three (3) years.

IV. AGREEMENT

- A. The Harbor Department agrees to:
 - 1. Loan one (1) Metal Shark 28 Foot Vessel, Number 273-0500 ("Vessel") to LAFD for a period of three (3) years ("Loan Period").
 - a. The loan includes all equipment on board the Vessel. An inventory ("Inventory") of this equipment will be conducted by the Parties at the inception of the Loan Period at the point where the Vessel is transferred from the Harbor Department to the LAFD.
 - b. The Inventory shall identify and describe any existing damage to the Vessel, and the Parties hereby agree that LAFD shall not be responsible for repairs to or reimbursement for existing damage identified in the Inventory.

c. The Inventory shall be reduced to writing by the Harbor Department. Upon review and approval by the LAFD, said Inventory Report shall be initialed by both Parties indicating their agreement with the inspection findings. A copy shall be maintained by each Party.

2. Maintain the Vessel.

a. Upon the execution of this MOU, the Harbor Department shall provide a maintenance schedule to the LAFD. For any unanticipated maintenance not included in the schedule, the Harbor Department will notify LAFD at least ten (10) business days before the required maintenance is due. For all maintenance covered under this Agreement, LAFD will bring the Vessel to a berth chosen by the Harbor Department and indicated on the maintenance notice.

b. The Harbor Department shall undertake all reasonable efforts to complete maintenance at the earliest opportunity, and shall provide an estimated time of completion within five (5) business days of LAFD's delivery of the Vessel for maintenance. The Harbor Department will notify LAFD once maintenance of the Vessel is complete and the Vessel is ready to return to LAFD service.

B. The LAFD agrees to the following:

1. All non-maintenance costs associated with the Vessel will be paid by the LAFD, including but not limited to non-maintenance repairs, utilizing monies derived from the City's General Fund.

a. The LAFD shall consult with the Harbor Department prior to the commencement of any repair work to obtain its approval. The Harbor Department shall have sole authority to determine the repair work required in the event of damage to the Vessel. LAFD will complete the repair work as determined by the Harbor Department.

b. At the end of the Loan Period, the LAFD shall reimburse the Harbor Department for any unrepaired damage to the Vessel and for damaged or missing equipment from the Inventory, as mutually determined by the Parties. Inspection and operation of the Vessel will proceed, as follows:

c. The Harbor Department will inspect the Vessel at the end of the Loan Period and estimate an amount, in United States currency, for any unrepaired damage to the Vessel and/or damage to or absence of equipment listed on the Inventory, as set forth in Section IV.A.1.(a) above. The Harbor Department shall submit the estimate to the LAFD for review.

Upon approval by the LAFD, payment shall be made from the City's General Fund to the Harbor Department for said amount. If the LAFD disputes the estimate submitted by the Harbor Department and the Parties cannot agree to an amount to be reimbursed, a mutually agreed-upon third party shall assess the damage and submit its findings to the Parties.

2. Utilize only LAFD-certified operators to pilot the Vessel.
3. Operate the Vessel in accordance with manufacturers' specified capacity limits, as well as all provisions of the User's Manual.
4. Remove all markings placed by LAFD upon the Vessel during the Loan Period by the expiration of the Loan Period, to the sole satisfaction of the Harbor Department.

V. ADDITIONAL TERMS

A. Effective Date and Term. Subject to the provisions of Charter Section 245, the effective date of this MOU shall be the date of its execution by the Harbor Department's Executive Director upon authorization by the Board of Harbor Commissioners ("Board"). The term of this MOU shall be three (3) years, commencing from the date of its execution.

B. Termination. Either Party may terminate this MOU for any reason by providing a written notice of its intent to terminate to the other Party. The LAFD shall return the Vessel to the Harbor Department within ten (10) business days of receipt or of sending such notice.

C. Indemnification. It is agreed that the General Fund of the City of Los Angeles will indemnify and, otherwise, hold harmless the Harbor Department and its Harbor Revenue Fund against loss or liability arising from the acts or omissions of the LAFD or their respective employees in the performance of this MOU. Further, LAFD undertakes, and hereby agrees, to defend, indemnify, and hold harmless the Harbor Department and/or any of its Boards, officers, agents, employees, assigns and successors-in-interest from and against any claim, action or proceeding of any kind brought against the Harbor Department relating to the Vessel or its operation, during the Loan Period.

1. This indemnity provision shall have no force or effect during any period when the Vessel is receiving maintenance work from the Harbor Department and is in the possession and care of the Harbor Department.

D. Entire Agreement. This MOU represents the entire agreement of the Parties, and merges and supersedes any prior written or oral representations, discussions, understandings or agreements by or between the Parties relating to the subject matter of this MOU.

E. Modification. No addition to or modification of any term or provision of this MOU will be effective unless set forth in writing and signed by an authorized representative of each of the Parties.

F. Authority. Each Party represents and warrants that it has the right, power, and authority to execute this MOU. Each Party represents and warrants that it has given any and all notices, and obtained any and all consents, powers and authorities necessary to permit it, to the persons executing this MOU.

G. Third Parties. This MOU shall not be construed to bind any Party in any manner with respect to any person or entity that is not a Party to this MOU, or a successor or assign of one of the Parties.

H. Notices. Any notice or report required or permitted to be given under this MOU shall be in writing and shall be deemed to be given when served personally, or mailed via United States Postal on the third day. If mailed within the United States, postage prepaid, addressed to the each Party as set forth below:

To Harbor Department: Los Angeles Harbor Department
 P.O. Box 151
 San Pedro, CA 90731
 Attention: Thomas E. Gazsi, Chief of Police

To LAFD: City of Los Angeles Fire Department
 638 South Beacon Street, Suite 374
 San Pedro, CA 90731
 Attention: Ronnie Villanueva, Deputy Chief

**[INTENTIONALLY LEFT BLANK
SIGNATURES ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the Parties hereto have executed this MOU on the date set forth to the left of their signatures.

THE CITY OF LOS ANGELES
HARBOR DEPARTMENT,
By its Board of Harbor Commissioners

Dated: _____

By: _____
EUGENE D. SEROKA, Executive Director

Attest: _____
AMBER M. KLESGES
Board Secretary

APPROVED AS TO FORM AND LEGALITY
_____, 2018
MICHAEL N. FEUER, City Attorney
JANNA B. SIDLEY, General Counsel

By _____
JUSTIN HOUTERMAN, Deputy

CITY OF LOS ANGELES FIRE DEPARTMENT

Dated: _____

By: _____
(Signature)

(Print Name/Title)

Attest: _____
(Signature)

(Print Name/Title)