

LOS ANGELES FIRE DEPARTMENT



KRISTIN M. CROWLEY
FIRE CHIEF

September 16, 2024

BOARD OF FIRE COMMISSIONERS
FILE NO. 24-090

TO: Board of Fire Commissioners

FROM: *JH* Kristin M. Crowley, Fire Chief

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES
WORLD AIRPORTS FOR PURCHASE AND INSTALLATION OF
RADIO EQUIPMENT IN LEASED ARFF VEHICLES

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 Withdrawn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

This report intends to give the Board of Fire Commissioners an overview of the Memorandum of Understanding (MOU) with the Los Angeles Fire Department (LAFD) covering purchase and installation of necessary radio communication equipment needed for Los Angeles World Airports (LAWA) leased Aircraft Rescue and Firefighting (ARFF) vehicles. The cost not to exceed \$183,930.73 to be reimbursed to the Los Angeles Fire Department.

RECOMMENDATIONS

That the Board:

1. 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.
2. Transmit the Memorandum of Understanding with the Los Angeles World Airports to the Mayor for approval in accordance with Executive Directive No. 3.

DISCUSSION

The MOU between LAWA and LAFD will allow LAWA to reimburse LAFD for installation of radio communication equipment on leased ARFF apparatus. The leased ARFF vehicles assigned to Fire Stations 80 and 114 lack communication capabilities. The radio communication equipment will provide an essential connection between the Airport Traffic Control Tower (ATCT), ARFF firefighters, and Incident Command personnel.

LAFD radio mechanics must provide and install the necessary radio equipment, ensuring it meets all communication requirements. The leased ARFF apparatus, which are assigned to airport Fire Stations 80 and 114, are not equipped with communication capability. The radio equipment must be provided and installed by LAFD radio mechanics that understand all the necessary radio communication requirements. The ARFF vehicles must have hard-wired, selectable frequency transmitter and receiver capable of communicating with the ATCT, ground and command resources. The units are leased in an as-is condition, any modifications to said ARFF vehicles are to be done locally and must also be removed at the end of the lease term.

The City Attorney has reviewed and approved the MOU as to legal form.

FISCAL IMPACT

There is no fiscal impact on the Department.

Board Report prepared by Robert Nelson, Assistant Chief, Special Operations, LAWA Division.

Attachment

**MEMORANDUM OF UNDERSTANDING
FOR INSTALLATION OF RADIO EQUIPMENT
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 installing and maintaining communications equipment into Aircraft Rescue Fire Fighting (ARFF) leased vehicles located at Van Nuys Airport (VNY) and Los Angeles International Airport (LAX).

I. PARTIES

This MOU is entered into and accepted by and between the Board of Airport Commissioners (Board), acting by and through LAWA, 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, 2025 (Term). This MOU may be terminated by either party upon thirty (30) days' advance written notice.

III. EQUIPMENT AND LABOR COSTS

A. Equipment.

LAFD shall purchase and install communications equipment, including obtaining all necessary software licenses, radio frequency licenses, and warranties (Equipment), for the proper use and operation of LAWA's leased ARFF 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. Two leased ARFF vehicles are located at Fire Station (FS) 114, Van Nuys Airport 16461 Sherman Way, Van Nuys, CA 91406 and another two are located at FS 80, 1 World Way, Los Angeles, CA 90045.

B. Reimbursement of Funds

LAWA will reimburse the LAFD for the costs to purchase the Equipment and the labor costs to install it for the leased ARFF vehicles. LAWA agrees to a one-time billing to reimburse LAFD upon LAWA's Authorized Representative confirming that LAFD has satisfactorily installed the Equipment.

C. Not to Exceed Amount

The Equipment is estimated to cost \$127,610.74 and labor is estimated to cost \$56,320.00, for a total of \$183,930.74, as itemized on Attachment #1, incorporated herein by this reference. The labor cost will be based on actual hours of personnel performing the installation. The combined costs for labor and Equipment shall not exceed \$183,930.74.

D. Interdepartmental Transfer

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

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: Robert Nelson
 Assistant Chief, LAWA Division
 200 N. Main St.
 Los Angeles, CA 90012
 robert.nelson@lacity.org

For 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.

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 not to exceed amount or the Term 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. Counterparts. 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 associate 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: _____
Kristin M. Crowley
Fire Chief

ATTACHMENT #1

ESTIMATED EQUIPMENT and LABOR COSTS – FS 114

1st Leased ARFF Apparatus – \$31,518.27
2nd Leased ARFF Apparatus – \$31,518.27
\$63,036.54 total

ESTIMATED EQUIPMENT and LABOR COSTS – FS 80

1st Leased ARFF Apparatus – \$ 60,447.10
2nd Leased ARFF Apparatus – \$ 60,447.10
\$120,894.20 total

Estimated combined costs for Equipment purchase and labor required to install the Equipment for all four leased ARFF vehicles – \$183,930.73.