

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

October 10, 2018

BOARD OF FIRE COMMISSIONERS
FILE NO. 18-114

TO: Board of Fire Commissioners

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

SUBJECT: THIRD AMENDED AGREEMENT WITH PULSEPOINT FOUNDATION (C-125630)

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 Withdrawn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

On May 13, 2015, the Los Angeles Fire Department (LAFD) entered into an Agreement with PulsePoint Foundation (C-125630) for the contractor's Software-as-a-Service (SAAS) application. The software enables the public to be notified and provided a map view location indicator of LAFD fire emergencies and emergency medical service (EMS) incidents involving persons suffering sudden cardiac arrest (SCA) distress in their proximity. SCA is a leading cause of death in the United States, and accounts for an estimated 325,000 deaths each year. Members of the public subscribing to the PulsePoint application receive SCA alerts of the location of the incident. The subscriber can choose to respond to the SCA incident to render cardiopulmonary resuscitation (CPR) and other appropriate assistance prior to arrival of LAFD EMS personnel. To date, approximately 66,000 city users have subscribed to the application.

On July 9, 2018, the City Council authorized the Fire Chief to enter into a Second Amendment to extend the term of the agreement from January 1, 2016 to December 31, 2018, with two one-year extensions. (C.F. 18-0551) The proposed Third Amendment exercises the first of the two (2) one-year extensions, and covers the performance of services from January 1, 2016 through December 31, 2019, with a one-year extension remaining by mutual agreement of the parties and approval by the Fire Commission. The annual licensing fee is \$28,000. Total compensation through December 31, 2019 is not to exceed \$112,000. If the remaining one-year extension is exercised through December 31, 2020, the contract amount will increase by \$28,000, for a total compensation not to exceed \$140,000.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute the Third Amended Agreement between the City and PulsePoint Foundation (C-125630) to provide Software-as-a-Service for the period of January 1, 2016 through December 31, 2019 with one one-year option remaining to extend the Agreement.

FISCAL IMPACT

There is no impact to the General Fund. Funding for this Agreement is available in the Department's Targeted Destination Ambulance Services (Kaiser) Fund, Fund No. 44R, Account 3844RA. Subsequent funding is subject to the availability of funds in the Department's budget.

Board report prepared by Lauren Nakasuji, Senior Management Analyst I, Administrative Services Bureau.

Attachment

**AGREEMENT NO. C-125630
THIRD AMENDED AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
PULSEPOINT FOUNDATION**

This Agreement (hereinafter referred to as "Agreement") is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Fire Department (hereinafter referred to as the "LAFD"), and PulsePoint Foundation (hereinafter referred to as "Contractor") with reference to the following:

WHEREAS, the LAFD is responsible for providing Emergency Response Services, specifically Fire Suppression and Emergency Medical Services ("Fire and EMS"), to the public; and

WHEREAS, the LAFD employs various methods to ensure and provide daily, prompt Fire and EMS services, including awareness to the public; and

WHEREAS, the Contractor offers a Software-As-A-Service ("SAAS") application that enables the public to be notified of EMS incidents involving persons suffering sudden cardiac arrest ("SCA") distress within a specified proximity of the location of the SCA incident upon notification from the LAFD; and

WHEREAS, the Contractor's SAAS application enables the public to be notified of LAFD fire emergencies for inclusion in its embedded map view location indicator for LAFD emergencies; and

WHEREAS, SCA is a leading cause of death in the United States and accounts for an estimated 325,000 deaths each year; and

WHEREAS, the members of the public who receive SCA alerts will be informed of the SCA incidents, and, in certain cases, can choose to respond to the SCA incidents, specifically SCA incidents to render cardiopulmonary resuscitation ("CPR") and other appropriate assistance prior to the arrival of the LAFD's EMS personnel; and

WHEREAS, the Contractor's SAAS application will also provide application users with directions to the nearest Automatic External Defibrillator ("AED"); and

WHEREAS, the American Heart Association estimates that effective bystander CPR can significantly improve a person's chance of survival after receiving immediate care and attention; and

WHEREAS, the LAFD will dispatch EMS resources to the SCA location simultaneously with Contractor's notification of such a SCA incident and continue with its normal EMS operations; and

WHEREAS, LAFD will continue with its normal operations and dispatch its resources to all incidents simultaneously with Contractor's notification application; and

WHEREAS, on May 13, 2015, the LAFD entered into Agreement C-125630 with Contractor for a term of one (1) year with two (2) one-year renewals; and

WHEREAS, on August 18, 2015, the City, in a First Amendment, incorporated a ratification clause to Agreement C-125630 and amended the effective date of the Agreement to begin on January 1, 2015; and

WHEREAS, on July 9, 2018, the City Council (Council File No. 18-0551) authorized the Fire Chief to enter into a Second Amendment to extended the term of Agreement C-125630 from January 1, 2016 through December 31, 2018 for a period of three years, with an option to extend for an additional two (2) one-year terms; and

WHEREAS, on August 2, 2018, the City, in a Second Amendment, extended the terms of Agreement C-125630 from January 1, 2016 through December 31, 2018 for a period of three years, with two (2) one-year renewals, and for a maximum compensation amount not to exceed \$140,000; and

WHEREAS, the City desires in this Third Amendment to exercise the first of two (2) one-year extensions, and extend the term of Agreement C-125630 through December 31, 2019; and

NOW THEREFORE, in consideration of the above premises, and of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Section 2. TERM OF AGREEMENT**, is hereby amended in its entirety to read:

Upon signatures by all parties and attestation by the City Clerk, this Agreement will be effective from January 1, 2016 through December 31, 2019, unless earlier terminated or extended by the parties in writing. This Agreement may be extended for an additional one (1) year term by mutual written agreement of the parties, and approval by the Board of Fire Commissioners.

To the extent that Contractor may have begun performance of the services before the date of execution of this Agreement, at the City's request and due to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this Agreement and authorizes payment as provided by the terms of this Agreement.

2. **Section 7.1 DISCLOSURE OF BORDER WALL CONTRACTING ORDINANCE**, is hereby added in its entirety to read:

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the Disclosure of Border Wall Contracting Ordinance, Section 10.50 of the Los Angeles Administrative Code, as may be amended from time to time. Contractor certifies that it has complied with the applicable provisions of this Ordinance. Failure to fully and accurately complete the affidavit may result in termination of this Agreement.

3. Except as amended by this Third Amendment, all other provisions of Agreement No. C-125630 shall remain in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATE: _____

For: THE CITY OF LOS ANGELES

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

DATE: _____

For: PULSEPOINT FOUNDATION

By: _____
Richard Price
President

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Kimberly D. Miera
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

Agreement Number: C-125630-3