

# LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS  
FIRE CHIEF

May 2, 2019

BOARD OF FIRE COMMISSIONERS  
FILE NO. 19-051

TO: Board of Fire Commissioners

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

SUBJECT: THIRD AMENDMENT TO AGREEMENT C-125630 WITH PULSEPOINT FOUNDATION

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 Withdrawn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)

On March 6, 2019, the City Council authorized the Fire Chief to enter into a Supplemental Agreement to extend the term of the agreement from January 1, 2016 to December 31, 2019, with a one-year extension remaining. (C.F. 18-0551)

The proposed Third Amendment exercises the second of the two (2) one-year extensions, and covers the performance of services from January 1, 2016 through December 31, 2020. The annual licensing fee is \$28,000. Total compensation through December 31, 2020 is not to exceed \$140,000.

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

Pursuant to Los Angeles City Charter Section 373, approval by the City Council is required.

**RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Third Amendment to Agreement C-125630 between the City and PulsePoint Foundation for the Software-as-a-Service application for the period of January 1, 2016 through December 31, 2020.
2. Transmit the Third Amendment to Agreement C-125630 to the Mayor for approval in accordance with Executive Directive No. 3.

**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.

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

Attachment

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

This Third Amendment (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 term 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**, on March 18, 2019, the City, in a Supplemental Agreement, extended the term of Agreement C-125630 from January 1, 2016 through December 31, 2019 for a period of four years, with one (1) one-year renewal remaining, and for a maximum compensation amount not to exceed \$140,000; and

**WHEREAS**, the City desires in this Third Amendment to exercise the second of two (2) one-year extensions, and extend the term of Agreement C-125630 through December 31, 2020, and for a maximum compensation amount not to exceed \$140,000.

**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, 2020, unless earlier terminated or extended by the parties in writing.

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 7.2 DISCLOSURE OF CONTRACTS AND SPONSORSHIP OF THE NATIONAL RIFLE ASSOCIATION ORDINANCE**, is hereby added in its entirety to read:

Contractor shall comply with Los Angeles Administrative Code Section 10.52, *et seq.*, "Disclosure of Contracts and Sponsorship of the National Rifle Association Ordinance." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Contracts and sponsorships with the National Rifle Association, as defined in LAAC Section 10.52...

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