

LOS ANGELES FIRE DEPARTMENT




KRISTIN M. CROWLEY
FIRE CHIEF

May 23, 2024

BOARD OF FIRE COMMISSIONERS
FILE NO. 24-057

TO: Board of Fire Commissioners

FROM:  Kristin M. Crowley, Fire Chief

SUBJECT: MEASURE B FUNDING – MEMORANDUM OF AGREEMENT FOR
PREHOSPITAL EMERGENCY CARE ENHANCEMENT PROGRAM
WITH LOS ANGELES COUNTY – H-711092

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 Withdrawn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 November 5, 2002, Los Angeles County voters approved Measure B authorizing a parcel tax to provide funding for the Countywide System of Trauma Centers, Emergency Medical Services and Bioterrorism Response.

On April 30, 2010, Council approved receipt of Measure B funds, and authorized the Fire Chief to execute the Medical Control Agreement with Los Angeles County for the Los Angeles Fire Department (LAFD) to provide the following services (C.F. 10-0458):

1. When requested, provide the Los Angeles County Department of Health Services inter-facility helicopter transports between County facilities through the medical alert centers.
2. As necessary and subject to availability, participate in local delivery of pharmaceutical and medical supplies, including the Strategic National Stockpile, via aircraft transport in the event of significant terrorism or public health incidents.

The Agreement was retroactive to July 1, 2008 for an indefinite term, with a provision for either party to terminate upon at least 180 days written notice. The County would reimburse the City for service-related expenses through an annual maximum Measure B funding allocation. The current annual ongoing funding allocation is \$440,000.

The LAFD aircraft fleet includes five medium lift helicopters that respond to EMS and other types of emergency incidents. Helicopter responses often involve rugged terrain and unimproved landing sites in inaccessible or remote areas, or improvised landing sites such as during swift water, hoisting, and search and rescue operations. To

enhance flight crew and public safety, two newer LAFD helicopters include a factory installed Enhanced Ground Proximity Warning System (EGPWS). The EGPWS provides digital elevation data to predict the positioning of the aircraft relative to the ground, and early audible and visual warnings for terrain awareness. The Memorandum of Agreement H-711092 authorizes in FY 2024-25, in addition to the annual \$440,000 allocation, a one-time Measure B funding of \$155,717 for the purchase and replacement of Helicopter Emergency Medical Services (HEMS) Patient Loading Utility Systems (PLUS) and Split-Apart Tapered Rescue Litters.

The attached Agreement No. H-711092 has been reviewed and approved by the City Attorney as to legal form.

RECOMMENDATIONS

That the Board:

1. Approve and authorize the Fire Chief to execute Agreement No. H-711092 with Los Angeles County to provide increased Measure B funding in FY 2024-25.
2. In accordance with Executive Directive 3, transmit Amendment No. 3 to the Office of the City Administrative Officer for review.

FISCAL IMPACT

Agreement No. H-711092 with the County provides in FY 2024-25 one-time Measure B funding of \$155,717 in addition to the ongoing annual allocation of \$440,000.

Board report prepared by Ngozi Mbamalu, Senior Management Analyst II,
Administrative Services Bureau.

Attachment

**MEMORANDUM OF AGREEMENT FOR
PREHOSPITAL EMERGENCY MEDICAL CARE ENHANCEMENT PROGRAM
Between
CITY OF LOS ANGELES FIRE DEPARTMENT AND
EMERGENCY MEDICAL SERVICES AGENCY**

This Memorandum of Agreement for the Prehospital Emergency Medical Care Enhancement Program ("Agreement") is made and entered into effective _____, 2024 ("**Effective Date**"), by and between the City of Los Angeles Fire Department (Provider), solely for the purpose of establishing terms and conditions for reimbursement by County to Provider for the purchase of approved equipment, and the Emergency Medical Services Agency (EMS Agency), an emergency medical services system of the County of Los Angeles (County) Department of Health Services (DHS).

RECITALS

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health & Saf. Code, § 1797, et seq., hereinafter referred to as the "Act"), the County has established and maintains, through the County's DHS' EMS Agency, an advanced life support (ALS) system for Emergency Paramedic Transportation Services; and

WHEREAS, under the California Health and Safety (H&S) Code, Division 2.5, Chapter 4, Article 1, Section 1797.204 the local EMS Agency shall plan, implement, and evaluate an emergency medical services system, in accordance with the provisions of this part, consisting of an organized pattern of readiness and response services based on public and private agreements and operational procedures; and

WHEREAS, in November of 2002 the voters approved the Measure B ballot initiative that imposes an annual special tax upon all improved parcels and used to financially support the Countywide System of Trauma Centers, Emergency Medical Services and Bioterrorism Response; and

WHEREAS, the parties concur that this MOA, as applied, does not affect in any manner the Provider's present or future rights for the provision of its jurisdiction's prehospital emergency medical services under H&S Code Sections 1797.201 or 1797.224, and that this MOA is solely for the purpose of establishing terms and conditions for reimbursement by County to Provider for the purchase of approved equipment provided under the November 2002 voter-approved Measure B ballot initiative, and

WHEREAS, Provider presented a proposal to County's Measure B Advisory Board to fund the purchase and replacement of Helicopter Emergency Medical Services (HEMS) Patient Loading Utility Systems (PLUS) and Split-Apart Tapered Rescue Litters for funding consideration using unallocated Measure B funds; and

WHEREAS, on February 5, 2024, County's Board of Supervisors approved Provider's Measure B funding proposal for an amount of up to \$155,717 for the purchase and replacement of HEMS PLUS Systems and Split-Apart Tapered Rescue Litters.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SCOPE

- 1.1 Provider shall purchase and replace, and for which County shall reimburse Provider with Measure B funding, HEMS PLUS Systems and Split-Apart Tapered Rescue Litters to improve the level of service and improvement of prehospital emergency care to efficiently and appropriately provide the delivery of emergency medical care to the sick and injured at the scene of an emergency within the County.
- 1.2 Provider shall be responsible for maintaining the equipment purchased under this MOA.
- 1.3 Provider agrees to utilize the HEMS PLUS Systems and Split-Apart Tapered Rescue Litters in a manner consistent with standards, policies, and procedures of the EMS Agency, and without regard to a patient's ability to pay.

2.0 TERM

- 2.1 The term of this MOA is effective upon the date of execution by the Director of Health Services (Director) or designee. This MOA shall expire on June 30, 2025, unless sooner extended or terminated, in whole or in part, as provided herein.
- 2.2 In any event, this MOA may be terminated at any time by either party by giving at least thirty (30) calendar days advance written notice to the other party.

3.0 PAYMENT AND INVOICES

- 3.1 County's maximum reimbursement to Provider for the purchase of HEMS PLUS Systems and Split-Apart Tapered Rescue Litters shall not exceed One Hundred Fifty-Five Thousand, Seven Hundred Seventeen Dollars (\$155,717).
- 3.2 County shall not reimburse Provider for the purchase and replacement of HEMS PLUS Systems and Split-Apart Tapered Rescue Litters to the extent that Provider has received funding from any other grant or third-party source to offset the cost.
- 3.3 Provider shall submit copies of its vendor's invoice(s), with proof of Provider's payment, to the County that reflects and provides details for the purchase.

Invoice(s) and proof of payment shall be forwarded to County via United States Postal Service, facsimile transmission, or e-mail transmission within thirty (30) days after payment to the vendor to the following address:

Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Attn: Adrian Romero, County's Project Director
562-941-2397
E-mail: ARomero2@dhs.lacounty.gov

3.3.1 County Approval of Invoices

All invoices submitted by the Provider for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

3.3.2 County shall reimburse Provider within ninety (90) days of receipt of complete and correct invoice(s), including Provider's purchase order(s) and proof of payment from Provider for the allowable purchases.

3.3.3 Notwithstanding the termination of this MOA, County shall reimburse Provider for timely submitted invoices for allowable purchases and expenditures incurred within the term of this MOA, subject to the maximum reimbursement amounts stated in Sub-paragraph 3.1.

3.4 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

3.4.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

3.4.2 The Provider shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

3.4.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

3.4.4 At any time during the duration of this MOA, the Provider may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

4.0 COUNTY ADMINISTRATION

4.1 Director or designee shall have the authority to administer this MOA on behalf of the County. Director or designee retains professional and administrative responsibility for the services rendered under this MOA. The current designee is:

Julio C. Alvarado
Department of Health Services
Director, Contracts Administration and Monitoring
E-mail: JAlvarado@dhs.lacounty.gov

4.2 County's Project Director shall be responsible for ensuring that the objectives of this MOA are met and providing direction to the Provider in the areas relating to County policy, information requirements, and procedural requirements. County's Project Director is:

Adrian Romero
Department of Health Services
Emergency Medical Services Agency
10100 Pioneer Blvd., Suite 200
Santa Fe Springs, CA 90670
Telephone: (562) 378-1595
E-mail: ARomero2@dhs.lacounty.gov

4.3 County shall notify Provider in writing of any change in the name of the County's Project Director.

5.0 PROVIDER ADMINISTRATION

5.1 Provider's Project Manager shall be responsible for Provider's day-to-day activities as related to this MOA and shall coordinate with County's Project Director on a regular basis. Provider's Project Manager is:

Brett Willis, Battalion Chief
Air Operations Section
Los Angeles City Fire Department
200 North Main Street, Rm 1800
Los Angeles, CA 90012
Telephone: (818) 618-0151
E-mail: Brett.willis@lacity.org

5.2 Provider shall notify County in writing of any change in the name or address of Provider's Project Manager.

6.0 AMENDMENTS

For any change that affects the term or any conditions included under this MOA, an Amendment shall be prepared by County and then executed by Provider and by Director, or designee.

7.0 FACSIMILE AND/OR PORTABLE DOCUMENT FORMAT REPRESENTATIONS

County and Provider hereby agree to regard signed Amendments received via facsimile transmission and/or in Portable Document Format (PDF) via e-mail, as representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Sub-paragraph 6.0, and as legally sufficient evidence that such original signatures have been affixed to Amendments to this MOA, and as such, the parties need not exchange with each other the signed original Amendment(s).

8.0 GOVERNING LAW, JURISDICTION, AND VENUE

This MOA shall be governed by, and construed in accordance with, the laws of the State of California. Provider agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this MOA and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

9.0 INDEPENDENT PROVIDER STATUS

9.1 This MOA is by and between County and Provider and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Provider. The employees and agents of one party shall not be, nor be construed to be, the employees or agents of the other party for any purpose whatsoever.

9.2 Provider shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this MOA all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Provider.

9.3 Provider understands and agrees that all persons performing work pursuant to this MOA are, for purposes of Workers' Compensation liability, solely employees of Provider and not employees of County. Provider shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Provider pursuant to this MOA.

10.0 INDEMNIFICATION

Provider shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Provider's intentional, willful, or negligent acts and/or omissions arising from and/or relating to this MOA, except as to the sole intentional, willful, or negligent acts and/or omissions of the County Indemnitees.

11.0 TERMINATION FOR IMPROPER CONSIDERATION

- 11.1 County may, by written notice to Provider, immediately terminate the right of the Provider to proceed under this MOA if it is found that consideration, in any form, was offered or given by Provider, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this MOA or securing favorable treatment with respect to the award, amendment, or extension of this MOA or the making of any determinations with respect to Provider's performance pursuant to this MOA. In the event of such termination, County shall be entitled to pursue the same remedies against Provider as it could pursue in the event of default by Provider.
- 11.2 Provider shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or <http://fraud.lacounty.gov/>.
- 11.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

12.0 TERMINATION FOR EXHAUSTION OF FUNDING

- 12.1 County may terminate this MOA forthwith in the event that Provider has been paid the maximum reimbursement amount stated in Sub-paragraph 3.1, including offset(s) from grants or third-party sources as stated in Sub-paragraph 3.2.
- 12.2 Notwithstanding Provider's reimbursement up to the maximum reimbursement amount prior to the scheduled termination of this MOA, County may continue this MOA through the scheduled term as provided in Sub-paragraph 2.1.

13.0 NOTICES

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be emailed or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Sub-paragraphs 4.1, 4.2 and 5.1.

Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this MOA to be executed by the County's Director of Health Services and Provider has caused this MOA to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

CITY OF LOS ANGELES

COUNTY OF LOS ANGELES

By: _____
Kristin M. Crowley
Fire Chief

By: _____ for
Christina R. Ghaly, M.D.
Director of Health Services

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

APPROVED AS TO FORM:
DAWYN R. HARRISON
County Counsel

By: _____
Deputy City Attorney

By: _____
Georgina Glaviano
Deputy County Counsel