

36506

**MEMORANDUM OF UNDERSTANDING  
BETWEEN CITY OF CULVER CITY, AND  
CITY OF LONG BEACH  
FOR THE TRANSFER OF AUTOMATED CHEST COMPRESSION DEVICES  
PURCHASED BY CULVER CITY WITH MEASURE B FUNDING**

This Memorandum of Understanding ("MOU") is entered into by and between the City of Culver City, a municipal corporation ("Culver City"), and City of Long Beach ("Name of City" or "Transferee") (collectively, the "Parties").

**RECITALS**

**WHEREAS**, in November 2002 the voters of Los Angeles County approved Measure B, that imposed an annual special tax upon all improved parcels, with the funds to provide financial support for the countywide system of trauma centers, emergency medical services, and bioterrorism response; and

**WHEREAS**, on or about July 15, 2021, on behalf of six additional area fire departments, including those from the cities of Burbank, Pasadena, Long Beach, Santa Monica, Montebello and Monrovia, the City of Culver City, through its Fire Department, presented a proposal to the Los Angeles County Measure B Advisory Board to fund the purchase of up to thirty-nine automated chest compression devices ("Devices") to improve delivery of prehospital emergency care services for funding consideration using unallocated Measure B funds; and

**WHEREAS**, on February 7, 2022, the Los Angeles County Board of Supervisors approved Culver City's Measure B funding proposal for the purchase of twenty-six Devices; and

**WHEREAS**, the City of Culver City and the County of Los Angeles executed a Memorandum of Agreement ("MOA") on June 7, 2022 for the funding and purchase of the twenty-six Devices; and

**WHEREAS**, on July 11, 2022, the City Council of the City of Culver City approved a purchase order with Stryker for the twenty-six Devices; and

**WHEREAS**, the purpose of this MOU is to provide for the transfer of Devices (as itemized in Exhibit A) funded through Measure B, from Culver City to Transferee.

**NOW, THEREFORE**, the Parties do hereby agree as follows:

## **TERMS AND CONDITIONS**

1. Culver City shall fund the purchase of the Devices in accordance with the MOA attached hereto as Exhibit B and incorporated herein by reference, and Culver City purchasing policies and procedures, to the extent such Measure B funding is made available to Culver City by the County of Los Angeles.

2. Culver City shall notify Transferee when the Devices are ready for transfer. Transferee shall arrange for the Devices to be picked up from Culver City, within ten business days of notification by Culver City. Transferee shall use the following Culver City contact information:

Daniel Dobbs, Culver City Fire Department  
[daniel.dobbs@culvercity.org](mailto:daniel.dobbs@culvercity.org)  
(310) 253-5912

3. Upon the acceptance of the Devices by Transferee, Culver City shall transfer property possession to Transferee of the number of Devices as listed in Exhibit "A" at which time said equipment shall become the sole property of Transferee.

4. Culver City does not guarantee nor warranty the Devices. The Devices accepted by Transferee are transferred by Culver City on an "as is" basis with no guarantee or warranty from Culver City. Culver City will make reasonable efforts to transfer to Transferee all warranties and/or guarantees provided by the Devices manufacturer.

5. Culver City assigns, and Transferee accepts, as to the Devices listed in Exhibit A, all responsibility of maintenance of the Devices as set forth in the MOA Section 1.2.

6. Transferee shall ensure that the (1) the Devices shall be utilized in a manner consistent with the standards, policies, and procedures of the EMS Agency, and without regard to a patient's ability to pay, as set forth in the MOA Section 1.3; and (2) the Devices shall be deployed with personnel trained in the use of such equipment.

7. Transferee shall indemnify, defend and hold harmless the City of Culver City, its elected and appointed officials, employees and agents ("Indemnitees") from and against any and all liability, including but not limited to

demands, claims, actions, fees and costs and expenses (including attorneys' fees) arising from or connected with Culver City's actions and/or omissions arising from or related to this MOU and/or arising from or relating to the use of the Devices transferred to Transferee as itemized in Exhibit A.

8. The Parties acknowledge and agree that this MOU may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

9. This MOU contains the entire agreement of the Parties and supersedes all prior understandings or representations of the Parties, whether written or oral. Any subsequent modification of this MOU must be made in writing and signed by the Parties' authorized representatives.

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

CITY OF LONG BEACH

Date: 11/18/2022

By: Linda J. Saberton  
Thomas B. Modica, City Manager

APPROVED AS TO FORM: 11-15-22

[Signature]  
DEPUTY City Attorney  
ARTURO D. SANCHEZ

CITY OF CULVER CITY

Date: 11/22/2022

By: [Signature]  
John Nachbar, City Manager

APPROVED AS TO CONTENT:

Kenneth Powell  
Kenneth Powell (Nov 22, 2022 11:19 PST)  
Kenneth Powell, Fire Chief

APPROVED AS TO FORM:

[Signature]  
Heather Baker, City Attorney

EXHIBIT A

DESCRIPTION OF DEVICE	QUANTITY
LUCAS automated chest compression device by Stryker	9

**EXHIBIT B**

**Memorandum of Agreement between Los Angeles County and City of Culver City**

MEMORANDUM OF AGREEMENT

FOR

PREHOSPITAL EMERGENCY MEDICAL CARE ENHANCEMENT PROGRAM

THIS MEMORANDUM OF AGREEMENT (hereafter "MOA") is made and entered into this 7th day of June, 2022,

By and between

COUNTY OF LOS ANGELES  
(hereafter "County"),

And

CITY OF CULVER CITY  
FIRE DEPARTMENT  
(hereafter "Provider").

Business Address:

9770 Culver Boulevard  
Culver City, CA 90232

WHEREAS, pursuant to the authority granted under the Emergency Medical Services and Prehospital Emergency Medical Care Personnel Act (Health & Safety Code, § 1797, et seq., hereinafter referred to as the "Act"), the County has established and maintains, through the County's Department of Health Services' (DHS) Emergency Medical Services Agency (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, on 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, Provider presented a proposal to County's Measure B Advisory Board to fund the purchase of twenty-six automated chest compression devices to improve the delivery of prehospital emergency care services for funding consideration using unallocated Measure B funds; and

WHEREAS, on February 7, 2022, County's Board of Supervisors approved Provider's Measure B funding proposal for an amount of up to \$683,803 for the purchase of twenty-six automated chest compression devices; and

WHEREAS, the parties concur that this MOA, as executed, 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.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

**1.0 SCOPE**

- 1.1 Provider shall purchase, and for which County shall reimburse Provider with Measure B funding, twenty-six automated chest compression devices to improve the level of service and improvement of prehospital emergency care in order 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 automated chest compression devices 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 authorized designee. This MOA shall expire on June 30, 2023 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 twenty-six automated chest compression devices shall not exceed Six Hundred Eighty-Three Thousand, Eight Hundred Three Dollars (\$683,803).
- 3.2 County shall not reimburse Provider for the purchase of the automated chest compression devices 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](mailto: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.

- 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 allowable purchases.

#### **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 the 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 shall have the authority to administer this MOA on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this MOA.
- 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](mailto: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:

Daniel Dobbs  
Culver City Fire Department  
9770 Culver Blvd.  
Culver City, CA 90232  
Telephone: (310) 948-0683  
E-mail: [daniel.dobbs@culvercity.org](mailto:daniel.dobbs@culvercity.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 authorized 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 NOTICES**

All notices or demands required or permitted to be given or made under this MOA shall be in writing and shall be either emailed, 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 4.2 and 5.1, and copies to:

Julio C. Alvarado, Director  
Los Angeles County Department of Health Services  
Contracts and Grants Division  
313 North Figueroa Street, 6<sup>th</sup> Floor East  
Los Angeles, California 90012

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, or authorized designee, and Provider has caused this MOA to be executed on its behalf by its duly authorized officer(s), on the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

PROVIDER

CITY OF CULVER CITY FIRE DEPARTMENT

Approved as to form:  
Lisa A. Vidra  
Assistant City Attorney

By: *Lisa A. Vidra*  
Lisa A. Vidra (Jun 8, 2022 11:11 PDT)

By: *John M Nachbar*  
John M Nachbar (Jun 8, 2022 10:08 PDT)  
Signature

John M Nachbar

Printed Name

City Manager

Title

*Kenneth Powell*  
Kenneth Powell (Jun 8, 2022 11:02 PDT)

Signature


Kenneth Powell

Printed Name

Fire Chief

Title

APPROVED AS TO FORM:  
DAWYN R. HARRISON  
Acting County Counsel

By:   
Brian T. Chu (Jun 8, 2022 11:48 PDT)  
Brian T. Chu, Principal Deputy County Counsel

# CULVER CITY - MOA revised


Final Audit Report

2022-06-08


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By:	Steven Ruelas (sruelas3@dhs.lacounty.gov)
Status:	Signed
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 Agreement completed.

2022-06-08 - 11:55:05 PM GMT



**Adobe Acrobat Sign**











# MOU LUCAS Devices - Culver City to Long Beach CLB Signed

Final Audit Report

2022-11-22

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By:	Cara Flores (cara.flores@culvercity.org)
Status:	Signed
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Signature Date: 2022-11-22 - 7:20:19 PM GMT - Time Source: server
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2022-11-22 - 7:20:21 PM GMT

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2022-11-22 - 8:04:45 PM GMT

 Document e-signed by John Nachbar (john.nachbar@culvercity.org)

Signature Date: 2022-11-22 - 8:05:02 PM GMT - Time Source: server

 Agreement completed.

2022-11-22 - 8:05:02 PM GMT