



# LOS ANGELES FIRE DEPARTMENT

**RALPH M. TERRAZAS**  
FIRE CHIEF

March 1, 2021

BOARD OF FIRE COMMISSIONERS  
FILE NO. 21-032

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND AMENDMENT TO AGREEMENT NO. C-133901 WITH PURVIS  
SYSTEMS, INC. FOR A FIRE STATION ALERTING SYSTEM

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 Withdrawn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

The Fire Station Alerting System (FSAS) is a critical component of the Los Angeles Fire Department's (LAFD) dispatch system. At the time of dispatch, the FSAS is used to alert resources in the fire station and announce critical dispatch information. The FSAS is also used by Metropolitan Fire Communications to communicate with LAFD resources when they are in their stations. The current FSAS is more than 25 years old and uses custom-built electronic components that are not commercially available making it increasingly difficult for the Information Technology Agency (ITA) to maintain this equipment, leaving the fire stations susceptible to frequent outages and long periods of downtime.

Due to the size, scope, complexity and cost of replacing the entire FSAS at one time, the LAFD and ITA devised a plan for addressing the most vulnerable parts of the current FSAS while maintaining those parts that could be replaced later. In mid-2018, the LAFD and ITA began the first phase to replace the existing telephone network with the City's fiber optic network. This project was completed in October 2020.

The second phase of the project is to replace the aging Station Control Units, which are located at each of the fire stations, with a modern, commercially available and fully supported device that can co-exist and control existing alerting equipment. This approach replaces the most vulnerable components, but does not require the replacement of the actual alerting equipment located within the station, such as PA systems, gongs, and alarms, so that we can avoid the potential for large construction and capital improvement costs. Once this phase is complete, the LAFD will have the foundation necessary to support future phases that may include the addition of more advanced alerting equipment and features, enhanced system redundancy and new, more modern alerting capabilities as funding is made available.

On September 3, 2019, the LAFD entered into Agreement No. C-133901 (Agreement) with Purvis Systems, Inc. (Purvis) for an FSAS solution that addresses the major issues with the current system, without requiring the City to fully replace all of the current components. This

approach provides a cost-effective alternative that also provides a foundation for future expansion as needed. The planned solution will be fully integrated within the LAFD's Computer Aided Dispatch system and can be implemented with little to no changes to the current dispatch processes.

A First Amendment to the Agreement was executed on April 14, 2020, in order to incorporate language regarding the Prevailing Wage pursuant to California Labor Code Section 1771.5 because the services under the contract have been deemed to be a public works project.

The current Agreement is for a two-year term, with three one-year optional extensions for post warranty maintenance. In order to have sufficient time to complete the FSAS solution through Year 2, the LAFD desires to extend the term of the Agreement for one year, to September 2, 2022.

The maximum compensation for the two-year term was calculated at \$3,710,690, which includes hardware, software and installation and support services. However, the sales tax in the amount of \$243,703 for the purchase of the hardware must be included, increasing the maximum compensation to \$3,954,392, for the term of this Agreement, from September 3, 2019 through September 2, 2022.

The Second Amendment has been reviewed and approved as to legal form by the City Attorney. Pursuant to Los Angeles Administrative Code, Section 10.5(a), approval by the City Council is required.

## **RECOMMENDATIONS**

That the Board:

1. Approve and authorize the Fire Chief to execute the Second Amendment to Agreement No. C-133901 with Purvis Systems, Inc., to extend the term for providing a Fire Station Alerting System, from September 3, 2019 through September 2, 2022, and to increase the compensation by \$243,703 for a total maximum amount not to exceed \$3,954,392.
2. Transmit the Second Amendment to Agreement No. C-133901 to the Mayor in accordance with Executive Directive No. 3.

## **FISCAL IMPACT**

Funding for the \$243,703 increase to this Agreement is anticipated to come from the Municipal Improvement Corporation of Los Angeles (MICLA). There is no additional impact to the General Fund.

Board report prepared by Scott B. Porter, Chief Information Officer, Information Technology Bureau.

Attachment

**SECOND AMENDMENT TO AGREEMENT NO. C-133901  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
PURVIS SYSTEMS, INC.  
FOR FIRE STATION ALERTING SYSTEM**

**THIS SECOND AMENDMENT** to Agreement Number C-133901 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 “Department” or “LAFD”), and Purvis Systems, Inc., a New York corporation (hereinafter referred to as the “Contractor”), is entered into with reference to the following:

**WHEREAS**, the day-to-day emergency operations of the LAFD, relies on an integrated and complex system of telecommunications networks, computer hardware and software, collectively known as the Fire Station Alerting System (FSAS), to alert emergency personnel located within each of its 106 fire stations of calls for service; and

**WHEREAS**, the LAFD FSAS is jointly managed and maintained by the LAFD Information Technology Bureau (ITB) and the City’s Information Technology Agency (ITA). The LAFD ITB is largely responsible for maintaining the software that controls the FSAS and integrates it with other systems, such as the Computer Aided Dispatch (CAD) system and the voice radio system, and ITA is largely responsible for maintaining the fire station voice and data communications network infrastructure and the station alerting equipment that is located within each of the fire stations; and

**WHEREAS**, the current LAFD FSAS is more than 25 years old and has many hardware and software components that are no longer commercially supported or available to purchase making it difficult for ITA and the LAFD to properly and pro-actively maintain the system, leaving the LAFD vulnerable to increasingly frequent system failures and outages of this primary and critical emergency alerting system; and

**WHEREAS**, due to the high degree of risk, cost and complexity, replacing the entire FSAS system at LAFD fire stations all at once would be operationally disruptive and not fiscally prudent, so the LAFD and ITA have worked together to develop a multi-year plan to upgrade the FSAS in phases, focusing first on replacing those components of the system that are most susceptible to failure and difficult to maintain while keeping those components that continue to operate and can be safely maintained; and

**WHEREAS**, in 2018, the LAFD and ITA began work on the first phase of the FSAS upgrade project which was to replace the antiquated and aging telephone circuit telecommunications network with high-speed, redundant fiber optics networks to each of the fire stations; and

**WHEREAS**, the next phase of the project, which is the subject of this contract, will focus on the replacement of those parts of the FSAS that operate on this network and control the alarms and voice communications to and within each of the fire stations, known as the Station Control Units (SCU), which contain aging electronic components that are no longer commercially available, and rely on ITA technicians to maintain by hand using parts that are salvaged from spare units, making it increasingly difficult to maintain a safe inventory of spares; and

**WHEREAS**, the replacement of the SCUs must be done in a manner that allows the new SCUs to co-exist and operate in parallel with the current FSAS for a period of time without disruption to the day-to-day operations, and provide a modern, commercially supported platform that allows for the future expansion and innovation of the LAFD FSAS; and

**WHEREAS**, the Contractor is a professional corporation with more than 28 years of experience designing, developing, delivering and supporting emergency communications and notification systems for other major cities and municipalities located throughout the U.S., including New York City, Boston, and Washington D.C.; and

**WHEREAS**, the Contractor has proposed a unique and proprietary solution that allows for the seamless integration with LAFD's CAD and FSAS, and the gradual replacement of critical components over time using commercial-off-the-shelf equipment that is fully supported by the Contractor and readily available for use, and to supply an adequate cache of spare parts without having to replace the entire system of network wiring, alarms and alerting devices that exist within the LAFD fire stations; and

**WHEREAS**, pursuant to Charter Section 1022, the CITY has found that this service can be performed more economically or feasibly by an independent contractor than by CITY employees; and

**WHEREAS**, pursuant to Charter Section 371(e)(8), competitive bidding is not required due to a cooperative arrangement with another governmental agency for the utilization of the purchasing contracts and professional, scientific, expert, or technical services contracts; and

**WHEREAS**, the Harris-Galveston Area Council of Governments held a competitive process and entered into an agreement with Contractor for Emergency Notification Equipment, Software and Services, which includes Fire Station Alerting Systems; and

**WHEREAS**, it is neither reasonably practicable nor compatible with the City's best interests to conduct a separate competitive process under Charter Section 372 given that the services can be most economically obtained by contracting with Contractor for the same scope of services at the same or better terms as those provided in the Harris-Galveston Area Council of Governments contract; and

**WHEREAS**, on September 3, 2019, the parties entered into Agreement No. C-133901 with the Contractor for a term of two (2) years not to exceed \$3,710,690, with three (3) one-year optional extensions, subject to the availability of funds; and

**WHEREAS**, on April 4, 2020, the parties entered into a First Amendment to Agreement No. C-133901 to incorporate language regarding the Prevailing Wage pursuant to California Labor Code Section 1771.5 because it was determined that the services provided by the Contractor constitutes a public works project; and

**WHEREAS**, the parties now desire in this Second Amendment to extend the term of Agreement No. C-133901 for one year from September 3, 2019 through September 2, 2022, in order to have sufficient time to complete the FSAS solution through Year 2, and to increase the amount of the contract by \$243,703, the sales tax for the purchase of the hardware, for a maximum compensation amount not to exceed \$3,954,392.

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

- 1. SECTION 3 – TERM OF AGREEMENT, Sub-section 3.1 Term**, is hereby amended to read in its entirety as follows:

The term of this Agreement shall become effective as of September 3, 2019 and will terminate on September 2, 2022, unless otherwise terminated earlier as provided in this Agreement.

- 2. SECTION 5 – DELIVERABLES, PAYMENT TERMS, AND INVOICING, Sub-section 5.1 Total Solution Cost**, is hereby amended to read in its entirety as follows:

The Contractor will provide the FSAS solution as described in Attachment A, Statement of Work, for a firm fixed price of \$3,954,392, which includes the Annual Post Warranty Maintenance for Year 2.

Line	Description	Payment Due
1	Hardware, including primary and spares	\$2,565,288
2	Hardware, sales tax	\$243,703
2	Software	\$257,113
3	Professional services	\$696,941
Total		\$3,763,045

**3. SECTION 5 – DELIVERABLES, PAYMENT TERMS, AND INVOICING, Sub-section 5.4 Taxes,** is hereby added to read in its entirety as follows:

The Contractor shall collect any applicable sales, transfer or similar tax ("Taxes") imposed by any state, local authority or jurisdiction on the transfer of the hardware and software as contemplated herein. The Contractor shall provide the City evidence of remittance of such Taxes within seven (7) days of such remittance to the applicable state, local authority or jurisdiction. The City shall not be liable for any penalties or interest arising out of the remittance of such Taxes by the Contractor. In the event the City receives a notice of delinquency, penalty, interest, or other addition or imposition of Taxes associated with the Contractor's remittance of the Taxes, the Contractor, at its own cost and expense, shall defend and indemnify the City with respect to the validity, applicability or amount of any such delinquency, penalty, interest, or other addition or imposition of Taxes.

**4. SECTION 11 – COUNTERPARTS/ELECTRONIC SIGNATURES,** is hereby added to read in its entirety as follows:

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

Except as amended by this SECOND AMENDMENT, all other provisions of Agreement No. C-133901 shall remain unchanged.

[SIGNATURE PAGE FOLLOWS]

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

**THE CITY OF LOS ANGELES**

By: \_\_\_\_\_  
Ralph M. Terrazas  
Fire Chief  
Los Angeles Fire Department

DATE: \_\_\_\_\_

**APPROVED AS TO FORM:**

MICHAEL N. FEUER, City Attorney

By: \_\_\_\_\_  
Samuel W. Petty  
Deputy City Attorney

DATE: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_

DATE: \_\_\_\_\_

**PURVIS SYSTEMS, INC., A NEW YORK CORPORATION**

By\*: \_\_\_\_\_  
Joseph Drago III  
Chief Executive Officer

DATE: \_\_\_\_\_

By\*\*: \_\_\_\_\_  
Michelle Freitas  
Vice President, Finance

DATE: \_\_\_\_\_

NOTE: If Contractor is a corporation, two signatures are required.

\* The signature of President, Chairman of the Board, or Vice President is required here; and

\*\* an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

City Agreement Number: C-133901-2