

# LOS ANGELES FIRE DEPARTMENT




BRIAN L. CUMMINGS  
FIRE CHIEF

October 24, 2011

BOARD OF FIRE COMMISSIONERS  
FILE NO. 11-156

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief 

SUBJECT: **PROFESSIONAL SERVICES CONTRACT – ROSIE MARCELO**

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 Withdrawn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

**Recommendations:** That the Board:

1. Approve the findings of staff, and;
2. Authorize the Fire Chief, subject to the approval of the Mayor, to enter into the attached pro-forma contract, subject to final approval by the City Attorney, with Rosie Marcelo to provide professional and technical consulting services on a short term basis to conclude work on the LAFD new dispatch operations center, and;
3. Instruct the Commission Executive Assistant to forward this agreement to the Mayor's Office in accordance with Executive Directive No. 3.

**Summary:**

The Los Angeles Fire Department (LAFD) has worked closely with the City of Los Angeles Information Technology Agency (ITA) for many years in the development of the Metropolitan Fire Communications Center (MFC). The City of Los Angeles acquired funding for the building of the MFC through bond funds. Having secured funding, the City released a Request for Proposals (RFP) and selected Fluor Architectural and Engineering Services, Inc. (FAES) as the project manager and contractor for the building and integration of systems for the MFC. As of October 2011, the funding for the project has come to an end, and contract (C-110751) expires. However, the projects related to the LAFD documentation of the various technology systems and cut-over from the existing 9-1-1 system to the new MFC 9-1-1 system has not been completed. Though most of the work has been accomplished, a small portion remains for the LAFD to effectively transition to the new MFC 9-1-1 dispatch system. The services of FAES are not required to complete these projects; however, the services of the Senior Engineer, Rosie Marcelo, who has worked on the project since January 2008, are needed. It is the recommendation of staff that the Board of Fire Commissioners authorize the Fire Chief to enter into a short term, sole-source agreement with Rosie Marcelo to finalize the scope of work issued by ITA in November 2007.

**Discussion:**

The LAFD in cooperation with ITA and other City agencies embarked on a process to update the City's communications and emergency response/management systems. In October 2006, the City awarded Contract No. C-110751 to FAES to be the contractor and project manager over the design and building of the Municipal Dispatch Center. Since 2006, the LAFD has coordinated its needs and build-out of a new 9-1-1 system with ITA and FAES. In November 2007, ITA communicated with FAES their approval of Senior Engineer, Rosie Marcelo.

Since January 2008, Rosie Marcelo has worked closely with the LAFD to:

- develop requirements for the LAFD E-9-1-1 ACD telephony system utilizing Intrado premise equipment;
- develop a statement of work for an AT&T/Intrado E-9-1-1 contract;
- develop a project plan with Los Angeles City personnel and AT&T/Intrado;
- assist LAFD and ITA personnel in developing and executing a plan to obtain State of California funding for the new E-9-1-1 telephone system;
- develop a project plan that includes all tasks required from a needs analysis through cut-over and post cut-over of the new E-9-1-1 system;
- assist the LAFD and ITA in the development of integration plans, cut-over and training plans for the various technology systems implemented, including, but not limited to the E-9-1-1 telephone systems, fire station alerting systems, data and voice radio systems and other administrative telephone systems.

Since 2008, the following work has been completed:

- Project requirements
- Project plan
- State funding
- Statement of work for AT&T/Intrado
- Development of training materials

As the funding and contract neared an end, sufficient work remains to be done to cut-over the LAFD's E-9-1-1 operations to the MFC. The LAFD was advised in early October 2011 that additional funding was required to complete the work and a new sole-source contract would be necessary, to continue the services of Rosie Marcelo, to cut over the LAFD's dispatch services to the MFC from the existing LAFD Operations Control Division (OCD) facility on P-4. However, the need for Rosie Marcelo's expertise will not end on the day of cut over. There are many tasks that will need to be completed in the months following, including the transitioning of OCD to its new role as a backup facility.

Cutting over live E-9-1-1 dispatch operations to a new facility is a complex operation that requires experienced oversight and tremendous coordination. Rosie Marcelo possesses a special skill set that is not found within the City workforce which makes her uniquely qualified for this task. Rosie Marcelo was previously engaged by the City when the Los Angeles Police Department (LAPD) dual dispatch center project was implemented. Her background and knowledge, coupled with the experience she gained working with the LAPD project has provided her with intimate knowledge of the City's E-9-1-1 telephone and dispatch systems.

The LAFD consulted with ITA and the Office of the City Attorney on the issues and available solutions to employ Rosie Marcelo in the completion of the work at the MFC. The Office of the

City Attorney advised the LAFD that it could enter into a sole-source agreement with Rosie Marcelo as defined in the Los Angeles City Charter, section 371 (e).

**Fiscal Impact:** This contract obligates the LAFD to expend funds for services in an amount not to exceed \$130,000 in FY 2011-12. The Department has identified funds in the Fund 44R, Account 3844RA and General Fund 100, Department 38, Account 003040 for this purpose.

**Conclusion:** The LAFD requires this agreement for services to continue its efforts to improve the Department communications with its members and the public. The Personnel Department and Office of the City Administrative Officer in review of the 1022 documentation related to this agreement has determined that it is not feasible to hire employees to perform this work as the duration and amount of work is not sufficient to retain regular employees for this purpose. This contract is essential to assist the Department meet its communication needs moving forward.

Board report prepared by William Jones, Senior Management Analyst II, of the Administrative Services Bureau.

Attachment  
Draft Agreement

AGREEMENT NO. \_\_\_\_\_

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES AND ROSIE MARCELO**

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 "CITY"), acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Rosie Marcelo (hereinafter referred to as "CONTRACTOR") with reference to the following:

**WHEREAS**, the LAFD requires the continued assistance from the CONTRACTOR to provide professional and specialized technical services on a short term basis; and

**WHEREAS**, the CONTRACTOR is uniquely qualified for this position and possesses a special skill set required by LAFD and not found within the City workforce which makes her uniquely qualified for this task, and has agreed to provide such; and

**WHEREAS**, the specialized technical services are temporary and necessary to complete work already contracted for and being provided under City Agreement No. C-110751; and

**WHEREAS**, the specialized technical services are deemed to meet the requirements of a sole-source agreement in accordance with City Charter Section 371 (e) since they cannot be duplicated and are necessary to complete the work already started under City Agreement No. C-110751

**WHEREAS**, the CITY's personnel lacks the the required knowledge and skill necessary to complete this work; and it is more economical to have the work be continued by the present CONTRACTOR on short-term basis.

**NOW, THEREFORE**, the parties hereby covenant and agree as follows:

**1. TERM OF AGREEMENT**

The term of this Agreement shall be for a period of six months between October 1, 2011 and June 30, 2012, unless earlier terminated by the parties. The LAFD may amend this Agreement to extend the CONTRACTOR's term, subject to the availability of funds and as necessary to complete any and all remaining, contract tasks.

**2. SCOPE OF SERVICES/PROJECTS**

The CONTRACTOR will complete development of a project plan that includes all tasks required from a needs analysis through cut-over and post cut-over of the new

E-9-1-1 system and will assist the LAFD and the ITA in the development of integration plans, cut-over and training plans for the various technology systems implemented, including, but not limited to the E-9-1-1 telephone systems, fire station alerting systems, data and voice radio systems and other administrative telephone systems. These tasks will be performed in connection with the building and activation of the LAFD's portion of the Municipal Dispatch Center (MDC).

### **3. SERVICES NOT COVERED**

The services contained herein do not allow the CONTRACTOR to work on projects for any other CITY departments, other than the LAFD, unless it is required under the scope of work to complete the LAFD's MDC portion.

### **4. COMPENSATION AND METHOD OF PAYMENT**

The maximum payable amount under this Agreement is not to exceed one hundred thirty thousand dollars (\$130,000) during the period, beginning October 1, 2011, and ending June 30, 2012, for complete and satisfactory performance of the terms of this Agreement. The CONTRACTOR's hourly rate shall be \$XXX/hour and time will be charged in minimum units of one tenth (.10) of an hour. The CONTRACTOR understands that funds for work performed during fiscal year 2011-12 have been appropriated for expenditure under this Agreement. As such, all invoices must include specific detail of services invoiced. The CONTRACTOR will submit a single invoice per month for work completed, including status updates and milestones reached in accordance with the project progress report, included as ATTACHMENT 1 to this Agreement. The CONTRACTOR will not be compensated for non-delivery of services. All invoices will be submitted to:

Los Angeles Fire Department, Administrative Services Bureau  
Attn: Kurt Sato  
200 North Main Street, City Hall East, Room 1680  
Los Angeles, California 90012

### **5. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR**

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated herein, and so the CITY may comply with its governing legal requirements, the CITY shall have no obligation to make any payments to CONTRACTOR unless the CITY shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. The CONTRACTOR agrees that any purchases or expenses incurred by the CONTRACTOR in excess of said appropriation(s), shall be free and without charge to the City and neither the City nor the LAFD shall retain any obligation to pay for said services, purchases or expenses. The CONTRACTOR shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s), until the CITY and/or the LAFD appropriates additional funds for this Agreement.

## **6. CONFIDENTIALITY**

The CONTRACTOR understands and agrees that some documents, materials, records, and the contents thereof, provided by the LAFD may be confidential. The CONTRACTOR therefore agrees not to retain any original and/or copies of any LAFD documents, materials or records and agrees to not disclose the contents thereof, which are of a confidential nature. The CONTRACTOR shall ensure that each of its employees, or agents, who have access to such documents will also comply with the confidentiality provisions of this Agreement. Any and all notes, documents and/or products resulting from this agreement are the LAFD's sole property, and may not be used by the CONTRACTOR at any time, present or future, without the LAFD's expressed written consent.

## **7. NON-EXCLUSIVE**

The CITY and the CONTRACTOR understand and agree that this is a non-exclusive Agreement to provide services to the CITY and the LAFD and that the CITY or the LAFD may contract with other contractors to provide similar services during this Agreement's term.

## **8. RATIFICATION**

As the Contractor may have already provided services prior to this Agreement's execution, due to the urgent need for these professional, technical services to transition the LAFD Operations and Communications Division to the new Municipal Communications Facility; those services are hereby ratified.

## **9. NOTICES**

All notices CONTRACTOR provides related to this Agreement will be made by mail, with return receipt requested, to:

Brian L. Cummings, Fire Chief  
Los Angeles Fire Department  
200 N. Main St., 18<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: Kurt Sato, Management Information Systems Section

All notices the LAFD provides related to this Agreement will be made by mail, return receipt requested, to:

Name of Contractor, CONTRACTOR  
Address 1  
Address 2  
City, California ZIP

## **10. STANDARD PROVISIONS**

CONTRACTOR, by entering into this agreement with the CITY agrees to abide by the City Standard Provisions. (Attached hereto and incorporated herein as Exhibit A.)

## **11. ENTIRE AGREEMENT**

This Agreement contains the complete Agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

(Signature Page to Follow)

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

Dated: \_\_\_\_\_

For: THE CITY OF LOS ANGELES

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

BRIAN L. CUMMINGS  
Fire Chief  
Los Angeles Fire Department

Dated: \_\_\_\_\_

For: Rosie Marcelo

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

Rosie Marcelo  
CONTRACTOR

Approved as to Form:  
CARMEN A. TRUTANICH, City Attorney

ATTEST:  
JUNE LAGMAY, City Clerk

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

ANTHONY-PAUL DIAZ  
Deputy City Attorney

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

Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Number: \_\_\_\_\_



C-110751

CONTRACT

Between

CITY OF LOS ANGELES

And

FLUOR A&E SERVICES, INC.

THIS CONTRACT is made and entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting through the Information Technology Agency (ITA) under the oversight of the City Administrative Officer (CAO), and Fluor A&E Services, Inc., a California corporation (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the City requires implementation of various communications and computer-based systems in the new facility that's currently being constructed to support the Los Angeles Fire Department (LAFD), Los Angeles Police Department (LAPD), Emergency Preparedness Department (EPD) and Emergency Operations Center (EOC);

WHEREAS, the CITY desires to engage engineering consulting personnel to work in a staff augmentation role to assist the City to plan, design and implement various systems for the LAFD Operations Center and Fire Dispatch Center;

WHEREAS, ITA released a Request for Proposal (RFP) on December 29, 2005 for Engineering Consulting Services;

WHEREAS, in April 2006, the Mayor and City Council appointed the City Administrative Officer to oversee the expedited implementation of the new systems;

WHEREAS, the occasional provision of specialized contract personnel knowledgeable in the operation of information technology systems working under the supervision of the ITA and the oversight of the CAO to augment regular ITA staff could greatly assist in accomplishing the approved work program;

WHEREAS, CONTRACTOR has experience and knowledge in providing contract employees experienced in the analysis, design, implementation, and support of information technology infrastructure, equipment and related operations support of activities on a time and materials basis for a specified period of time;

WHEREAS, the City has received and considered the proposal submitted by CONTRACTOR in response to City's Request for Proposal;

WHEREAS, the CONTRACTOR has demonstrated to the City that it has well qualified personnel as required herein; and

WHEREAS, the personnel to be provided by CONTRACTOR are of an expert and technical nature and their use by the City may be temporary in character;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the parties hereby promise, covenant, and agree as follows:

#### **I. STATEMENT OF WORK**

CONTRACTOR agrees to provide personnel to assist the CITY in performance of a City-approved work program. The personnel to be provided by CONTRACTOR will work in a staff augmentation role under the control and supervision of the ITA and will have the following job titles and be capable of performing the following duties:

- A. **Engineer:** Prepares Requirements Analyses (functional and operational), develops Systems Specifications/Designs, prepares Requests for Information (RFI), Requests for Proposals (RFP), Requests for Bids (RFB), and other competitive procurement documents in accordance with City policies and procedures. Evaluates Vendor Proposals and assists in the selection of vendors, assists in contracts negotiations, prepares contract Terms & Conditions (T&C), Statements of Work (SOW), Payment Schedules, and other contract documents subject to approval by ITA Contracts Manager. Conducts design reviews, supervises installations, develops Project Schedules using Microsoft Project, prepares Acceptance Test Plans (ATP), System Acceptance Plans, Cut-over plans, and other plans. Conducts Testing, prepares Training Schedules, and prepares/reviews As-built Documentation. Other duties may also be assigned as required such as writing periodic status reports, preparing budget(s), preparing Maintenance Schedules, attending meetings and interfacing with vendors.
- B. **Senior Engineer:** A Senior Engineer will be expected to be capable of performing all the tasks outlined above for an Engineer, but the assignments will be of a more complex nature requiring a higher level of skill and experience. In addition, a Senior Engineer may be required to lead and/or supervise one or more Engineers working on a common task in a group.

A Senior Engineer will generally have 10+ years of experience in developing systems of which at least 5 years of experience in managing projects. A Senior Engineer may also be required to attend/participate in administrative oversight meetings and may also be required to give presentations at these meetings or at other significant forums such as City Council Committee Meetings or at City Council Meetings.

All work performed by CONTRACTOR shall be in accordance with specific Statements of Work that may be issued or approved by the City from time to time. Personnel provided by CONTRACTOR under this Contract shall be subject to CITY approval as to qualifications and suitability for performance of the services described herein in Sections I and IX and any SOW. CONTRACTOR warrants that it shall replace, within a reasonable period of time not to exceed 45 days, those of its personnel deemed by the CITY to be unsuitable in accordance with the CITY's rights in this paragraph.

CONTRACTOR and CITY understand that the CITY will request CONTRACTOR's personnel according to the CITY's requirements and that such personnel will be required on a full or part-time basis, provided that the CITY may request CONTRACTOR's personnel on a part-time basis subject to the provisions in Section VIII.D.

The CITY may immediately suspend or terminate the services of a particular person provided by CONTRACTOR for their gross negligence, misconduct, malicious mischief, unfavorable background investigation, or willful disregard of instructions at any time, as determined by the CITY at its sole discretion.

CONTRACTOR understands that the CITY may have, or subsequently entered into, other contracts with vendors for identical or similar personnel services; therefore, CONTRACTOR agrees that this Contract does not grant an exclusive right to CONTRACTOR to provide all contracted engineering and technical personnel. Pursuant to all lawfully enacted federal, state, and local laws, rules, and regulations, CONTRACTOR is precluded from participating in any competitive procurement process undertaken by the CITY resulting from any work performed by CONTRACTOR under this contract.

## **II. PERIOD OF PERFORMANCE**

The term of this Contract shall commence on the date the Contract is fully executed in conformance with Appendix A, PSC-4 ("Effective Date"), and shall terminate five years therefrom, or at such time as all funding provided herein has been expended, whichever occurs first. This Contract shall be subject to termination by the CITY if funds are not appropriated for these services in the ensuing fiscal year commencing July 1.

## **III. PAYMENT**

### **A. Invoices**

CONTRACTOR shall submit monthly invoices to the CITY as follows:

The specific hourly rate to be charged for CONTRACTOR's personnel shall be as stated below:

- Fluor Senior Engineer - \$165/Hour
- Fluor Engineer - \$132/Hour

- Spectrum Senior Engineer (sub-contractor) - \$185/Hour plus 8%
- Spectrum Engineer (sub-contractor) - \$140/Hour plus 8%
- Other subcontracted Senior Engineer or Engineer – CONTRACTOR's cost plus 8% and requires City written approval in advance

Overtime shall be billed at the straight hourly rates above. Beginning January 1, 2007, and every year thereafter, CONTRACTOR shall be entitled to increase these rates by 4 percent. Payment of invoices shall be subject to approval by the CITY. No payment shall be made for any incidental expense. Any required travel via a separate SOW will be reimbursed at actual travel costs, which must conform to the Information Technology Agency Travel Guidelines attached as Appendix C.

CONTRACTOR's invoices must conform to published City standards and the sample invoice form in Appendix D, and must include at a minimum, the following information:

1. Name and address of CONTRACTOR;
2. Name and address of the CITY department being billed;
3. Date of the invoice and the period covered;
4. Reference to the contract number for this Contract;
5. Reference to the City Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by CONTRACTOR;
6. Description of the services performed and the amount due for the services;
7. Name(s) of all CONTRACTOR's personnel performing the services for the CITY, the number of hours worked by each person, and the hourly rate for each person;
8. Payment terms, total due and a due date which shall be thirty (30) days following submission of a complete invoice, pursuant to the requirements of this contract;
9. A summary of travel charges detailed by name of traveler, destination, purpose of travel and amount expended, supported by personal expense statements and receipts as detailed in Appendix C.
10. [Not used];
11. Remittance Address (if different from CONTRACTOR's address);
12. CONTRACTOR's State of California Sales and Use Tax Permit Number; and

13. CONTRACTOR's City of Los Angeles Business Tax Registration Certificate Number.

All invoices shall be submitted on CONTRACTOR's letterhead, contain CONTRACTOR's official logo, or contain other unique and identifying information such as name and address of CONTRACTOR. CONTRACTOR shall attach with its monthly invoice those time sheets of its personnel for which CONTRACTOR is seeking payment under the invoice. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when the appropriate documentation or services provided are signed off as satisfactory by the City Project Manager or his/her designee.

Original invoices shall be addressed and sent to:

Information Technology Agency  
Attn: Accounting & Financial Systems  
200 N. Main Street, Room 1400  
Los Angeles, CA 90012

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONTRACTOR. The CITY will not compensate CONTRACTOR for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands or delay of payment, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

At the City's request and because of the need therefore, CONTRACTOR may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

CONTRACTOR may terminate this Agreement for its convenience and without liability in the event the CITY fails to pay an invoice within 60 days following CONTRACTOR's submission of a complete invoice.

**B. Total Contract Expenditure**

The CITY's total obligation under this Contract shall not exceed \$10,000,000 (Ten Million Dollars). CONTRACTOR further understands and agrees that execution of this Contract does not guarantee that CONTRACTOR's personnel will be utilized, or that any or all of these funds will be expended.

**C. Written Approval Required**

Before services are provided under this Contract for any CITY department, CONTRACTOR must first receive written approval to proceed by the City. The Written Approval must include a detailed Statement of Work defining the scope of services, duration of engagement, and the budget for the project. CONTRACTOR shall not exceed the approved scope or budget for any project, nor shall the CITY be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the City is obtained modifying the scope or budget of the project.

**D. Quarterly Expenditure Reports**

Within five (5) business days of the beginning of each quarter (i.e., January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, and October 1<sup>st</sup>), CONTRACTOR shall provide the City with a written report summarizing the total charges to the CITY under this Contract from the Effective Date of the Contract to and including the most recent invoice sent to the CITY. CONTRACTOR's expenditure report shall also identify which projects it is currently working on pursuant to this Contract, the City-approved budgets for those projects, and the current status of those projects. CONTRACTOR's expenditure report must also include a summary of the total charges to the CITY broken down by each CITY department billed by CONTRACTOR.

**IV. OPTIONAL PRODUCTS AND SERVICES**

Notwithstanding the restrictions in Section I, the City, at its option and with the approval of the CAO, may from time to time elect to purchase from CONTRACTOR specified products and/or services not included within the scope of this Contract. Such purchases may only be executed when other available City competitive procurement processes are either inadequate or will require such a time consuming process that acceptable implementation schedules cannot be met. Should the City so elect, the City will notify CONTRACTOR in writing specifying the exact products and/or services the City desires the CONTRACTOR to provide. Said products and/or services must be directly related to the timely completion of the Public Safety Systems Project. CONTRACTOR, within ten working days, will respond to City's notification with a complete Contract Amendment Proposal specifying at a minimum, the products requested, associated prices, terms, description of services, associated service costs, a detailed schedule for the delivery of the products and the completion of the services

requested and a detailed payment schedule. Should CONTRACTOR need more time to complete the Amendment Proposal, CONTRACTOR must request a specified amount of additional time within 5 days of notification. Such request shall not be unreasonably denied by the City.

When the Contract Amendment Proposal is agreed upon, the Contract Amendment must be signed by an authorized agent of Contractor, the ITA General Manager or designated representative, and the CAO or designated representative. Once executed, the Amendment will become a part of this Contract and subject to all its terms and conditions.

## **V. RESPONSIBILITIES OF THE CITY**

The ITA General Manager or designated representative under the oversight of the CAO shall represent the CITY in all matters pertaining to this Contract.

The CITY shall provide the following services, facilities and arrangements to CONTRACTOR:

- A. Supervision and guidance to CONTRACTOR personnel relative to the work product required by the CITY pursuant to this Contract.
- B. Office space at City Hall East, 200 N. Main Street, desks, chairs, working materials, telephone, personal computer, network and printer access.
- C. Related support services required for the performance of services under this Contract.

## **VI. PARTIES TO THE CONTRACT AND REPRESENTATIVES**

The following representative individuals and addresses shall serve as the place to which notices and other correspondence between the parties shall be sent.

### **A. Parties To The Contract**

The parties to this Contract are:

- 1. CITY:  
Information Technology Agency  
City Hall East, Room 1400  
200 N. Main Street  
Los Angeles, California 90012.
- 2. CONTRACTOR: Fluor A&E Services, Inc., a California corporation,  
having its principal address at 3 Polaris Way, Aliso Viejo, CA  
92698.

B. CONTRACTOR's Representative

CONTRACTOR hereby appoints the following person to represent CONTRACTOR with respect to all matters pertaining to this Contract. Said representative shall be responsible for submitting all of the respective notices, reports, invoices, and other documents or information as required by this Contract.

Name: Cy Hardiman  
Title: Operations Director  
Address: 3 Polaris Way, Mailstop: B4T  
Aliso Viejo, CA 92698  
Telephone: (949) 349-6717  
Fax: (949) 349-3081  
E-Mail: cy.hardiman@fluor.com

C. CITY's Representative

The CITY hereby appoints the following person, or designated representative, to represent the CITY in all matters pertaining to this Contract.

Name: Jan Zatorski  
Title: Director of Finance and Administration  
Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213) 978-3322  
Fax: (213) 978-3310  
E-mail: jan.zatorski@lacity.org

D. CITY's Project Manager

The CITY hereby appoints the following person to act as the project manager for the purposes of this Contract.

Name: William T Fujioka  
Title: City Administrative Officer  
Address: 200 North Main Street, 15<sup>th</sup> Floor  
Los Angeles, CA 90012  
Telephone: (213) 485-2886  
Fax: (213) 687-8213  
E-mail: bill.fujioka@lacity.org



E. CITY's Project Lead

The CITY hereby appoints the following person to act as the project lead for the purposes of this Contract.

Name: Kamton Joe  
Title: Assistant General Manager  
Address: 200 North Main Street, Room 1400  
Los Angeles, CA 90012  
Telephone: (213) 847-5615  
Fax: (213) 847-9991  
E-mail: kamton.joe@lacity.org

- F. Formal notices, demands and communications from CONTRACTOR shall be given to the CITY's Representative with copies to the CITY's Project Manager and CITY's Project Lead.
- G. Formal notices, demands and communications required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- H. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accordance with this Section, within five (5) working days of said change.

VII. **RIGHTS IN DATA**

A. Ownership of Rights

All work product, whether written or readable by machine, including engineering designs in any format, software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other documentation or other materials which contain CONTRACTOR's work product hereunder and which are originated and prepared for the CITY pursuant to this Contract shall be considered to be "works for hire" for the CITY under the Copyright Act and are the sole property of the CITY. To the extent that any such works are not deemed to be works for hire for the CITY, CONTRACTOR hereby assigns all its right, title and interest in any intellectual property rights therein to the CITY. In addition, the CITY reserves the right to use, transfer, modify, duplicate and disclose in whole, or in part, in any manner and for any purpose whatsoever all such material delivered to the CITY pursuant to this Contract and to authorize others to do so. The CITY's

reuse of CONTRACTOR's work product shall be at the CITY's sole risk, provided that nothing herein shall relieve CONTRACTOR from liability for intellectual property infringement.

B. Confidentiality

CONTRACTOR understands that the CITY may designate in writing that certain information prepared by CONTRACTOR, whether written or readable by machine, including software, flowcharts, written or recorded data, documents, graphic displays, reports, programs, card decks, tapes, listings, and other programming documentation shall be confidential. CONTRACTOR understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by the CITY's representative, or as required by law, subpoena or court order. This Section shall remain in effect after the termination of this Contract plus 5 years or until such time as the confidential information has been released by the CITY, whichever occurs first.

C. Assignment of Warranties and Licenses

For any optional products and services procured by the CITY from CONTRACTOR pursuant to Section IV, CONTRACTOR shall, for the protection of the CITY, demand from all vendors and suppliers guarantees with respect to such products and services, which shall be made available to the CITY to the fullest extent permitted by law and the terms thereof. CONTRACTOR shall render all reasonable assistance to the CITY for the purpose of enforcing same, provided that such costs shall be reimbursable to CONTRACTOR by the CITY if the Change Order Proposal is based on a cost reimbursable pricing approach.

VIII. **TERMINATION AND SUSPENSION**

A. Termination For Convenience

The CITY may terminate this Contract for the CITY's convenience at any time by giving CONTRACTOR thirty (30) days written notice thereof. Upon receipt of said notice, CONTRACTOR shall immediately take action not to incur any additional obligations, cost or expenses, except as may be reasonably necessary to terminate its activities. The CITY shall pay CONTRACTOR its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by CONTRACTOR to effect such termination. Thereafter, CONTRACTOR shall have no further claims against the CITY under this Contract. All finished or unfinished documents and materials procured for or

deliverables produced under this Contract shall become CITY property upon date of such termination.

B. Termination For Breach Of Contract

1. If CONTRACTOR fails to perform any of the material provisions of this Contract, the CITY may give CONTRACTOR written notice of such default. If CONTRACTOR does not cure such default or provide a plan to cure such default which is acceptable to the CITY within ten (10) calendar days or such greater time permitted by the CITY, then the CITY may terminate this Contract due to CONTRACTOR's breach of this Contract.
2. If a federal or state proceeding for relief of debtors is undertaken by or against CONTRACTOR, or if CONTRACTOR makes an assignment for the benefit of creditors, then the CITY may immediately terminate this Contract, provided that such a termination shall be considered a termination for the CITY's convenience and not for the CONTRACTOR's default.
3. If CONTRACTOR engages in any dishonest conduct related to the performance or administration of this Contract or violates the CITY's lobbying policies, then the CITY may immediately terminate this Contract.
4. In the event the CITY terminates this Contract as provided in this Article, the CITY shall only be obligated to pay CONTRACTOR for services properly performed through the effective date of termination. The City may thereafter procure upon such terms and in such manner as the CITY may deem appropriate, Services similar in scope and level of effort to those so terminated, and CONTRACTOR shall be liable to the CITY for its reasonable and proven costs and damages, including, but not limited to, any excess costs for such Services, provided however that such breach of contract costs and damages, together with any other costs and damages resulting from a termination under this Article VIII, shall not exceed the sum of \$400,000.
5. All finished or unfinished documents and materials produced or procured under this Contract shall become CITY property upon date of such termination.
6. If, after notice of termination of this Contract under the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Article, or that the default was excusable under the terms of this Contract, the rights

and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Article 7, Termination for Convenience.

7. The rights and remedies of the CITY provided in this Article VIII shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract, provided, however, that in no event shall the availability of cumulative remedies invalidate or over-ride any express limit of liability or cap on damages provided for elsewhere in this agreement.

C. Suspension

1. City's Right to Suspend

The performance of work under this Contract may be suspended by the CITY, acting through its representative, in whole or in part, for material failure of CONTRACTOR to comply with the material terms and conditions of this Contract, or if CITY reasonably determines that such suspension is in the best interest of the CITY.

2. Notification of Suspension

Any such suspension will be affected by delivery to CONTRACTOR of a written Notice of Suspension. The Notice shall set forth the specific conditions of noncompliance and a reasonable period provided for corrective action, if applicable.

3. Effect of Suspension

Within ten (10) calendar days of CONTRACTOR's receipt of a written Notice of Suspension, CONTRACTOR shall reply in writing setting forth the corrective action that will be undertaken, if applicable, subject to approval by the CITY in writing, which approval may not be unreasonably withheld. The CITY may not exercise its rights to terminate pursuant to Section VIII.B.1 with respect to any breach for which the CITY has delivered a Notice of Suspension unless (a) CONTRACTOR has failed to respond in a timely manner as required by the foregoing sentence, or (b) CONTRACTOR has not remedied the conditions of noncompliance set forth in such Notice within the period provided for corrective action.

D. Unavailability of CONTRACTOR Personnel Due To Part-Time Usage

The CONTRACTOR agrees to make the personnel available to the CITY on a full-time basis (e.g., 8 hours per day for all weekdays, except

standard CITY holidays and all approved vacation and/or leave) provided that the CITY utilizes such personnel under this Agreement on a full-time basis. If the CITY elects (for any reason) to utilize a particular CONTRACTOR-supplied person on less than a full-time basis, CONTRACTOR may remove such person from use under this Agreement with no liability to re-supply an alternate person, and such right shall be at the CONTRACTOR's sole discretion and convenience and without any liability for default under this Agreement.

Notwithstanding the above, nothing shall act to prohibit the CITY and CONTRACTOR from agreeing to use of CONTRACTOR's personnel on a part-time basis, provided that such agreement is agreed to in writing by both parties,

#### **IX. SPECIAL PROVISIONS - SECURITY**

CONTRACTOR shall prepare a list of all persons CONTRACTOR has assigned to perform services under this Contract. All such persons must be approved by the CITY prior to performing services hereunder. Said approval may include a "background investigation" by the Los Angeles Police Department.

#### **X. CONTRACT MODIFICATIONS, CHANGES OR AMENDMENTS**

This Contract plus specific documents cited herein (including Statements of Work issued by the CITY) constitutes the entire Contract between the CITY and CONTRACTOR and may be amended only by further written agreement signed by both parties. Other than any warranties expressly set forth in Sections I through XI, CONTRACTOR makes no other warranties, express or implied, with respect to the quality of the personnel or any services provided under this Contract. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE OR PURPOSE ARE HEREBY DISCLAIMED.

#### **XI. LIABILITY LIMITATIONS**

Notwithstanding anything in this Contract to the contrary, CITY agrees that CONTRACTOR's (including its subcontractors, parents, affiliates, officers, directors, employees and agents) total aggregate liability for costs, expenses, losses and damages of any and every kind whatsoever, which liability arises out of or relates in any way to this Contract (including any breach thereof) or CONTRACTOR's performances hereunder (including, without limitation, warranty liability, liability for property damage, liability for personal injury or other) shall in no event exceed one (1) times the amount paid by the CITY to CONTRACTOR under this CONTRACT. The CITY's rights, responsibilities and liabilities in connection with this CONTRACT are limited to those expressly set forth in this Contract. In no event shall CONTRACTOR be liable for any indirect, incidental, special or consequential damages of any type whatsoever, whether arising out of contract, tort, or any other theory of law. All releases from, assumptions of and limitations on CONTRACTOR's liability expressed in this paragraph shall survive

any termination, cancellation, completion or other expiration of this Contract and shall apply, regardless of the fault, negligence, breach of duty, strict liability or any other theory of liability of CONTRACTOR.

## **XII. INCORPORATION OF STANDARD PROVISIONS/ORDER OF PRECEDENCE**

Hereby incorporated by reference into this Contract are the provisions of the Standard Provisions of City Personal Services Contracts, (Rev. 10/03) which are attached hereto.

The following appendices are hereby incorporated into and made a part of this Contract where referred to as though set forth at length.

Appendix A: Standard Provisions for City Personal Services Contracts  
(Rev. 10/03)

Appendix B: City's Request for Proposals dated December 29, 2005

Appendix C: Information Technology Agency Travel Guidelines

Appendix D: Model Invoice

In the event of an inconsistency between any of the provisions of this Contract and/or any appendix attached hereto, the inconsistency shall be resolved by giving precedence in the following order:

The provisions of this Contract

Appendix A

Appendix B

Appendix C

Appendix D

IN WITNESS THEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers:

APPROVED AS TO FORM:

Rockard J. Delgadillo, City Attorney

By: Ed M J

Edward M. Jordan  
Deputy City Attorney

Date: 10-19-06

By: William T Fujioka

William T Fujioka  
City Administrative Officer

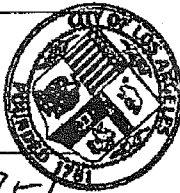
Date: 10-19-06

ATTEST: Frank Martinez  
City Clerk

By: Ayalewamis

Date: 10-20-06

C-110751



BTRC No.: \_\_\_\_\_

CITY OF LOS ANGELES

Jan Zatorski

Jan Zatorski  
Director of Finance and Administration  
Information Technology Agency

Date: 10/16/06

FLUOR A&E SERVICES, INC.



Gregory J. Amparano  
Signature

GREGORY J. AMPARANO  
Printed Name

VICE PRESIDENT  
Title

OCTOBER 2, 2006  
Date

Richard A. Fierce  
Signature

RICHARD A. FIERCE  
Printed Name

ASSISTANT SECRETARY  
Title

10/10/06  
Date

**RANDI LEVIN**  
GENERAL MANAGER  
CHIEF TECHNOLOGY OFFICER

**KEN SIMMONS**  
EXECUTIVE OFFICER

**ASSISTANT GENERAL MANAGERS**

Roger Fernandez  
Gene Gamachi  
Kamton M. Joe  
Mark P. Wolf

**City of Los Angeles**  
California



**ANTONIO R. VILLARAIGOSA**  
MAYOR

**INFORMATION TECHNOLOGY  
AGENCY**

ROOM 1400, CITY HALL EAST  
200 NORTH MAIN STREET  
LOS ANGELES, CA 90012  
(213) 978-3311  
FAX (213) 978-3310

[www.lacity.org/ita](http://www.lacity.org/ita)

November 16, 2007

REF: BAS-956-07

Mr. Greg Amparano  
Fluor A&E Services, Inc.  
3 Polaris Way  
Aliso Viejo, CA 92698

**Subject: FLUOR A&E SERVICES, INC. STATEMENT OF WORK - PUBLIC SAFETY  
SYSTEMS PROJECT**

Dear Mr. Amparano:

The following Statement of Work (SOW) authorizes Fluor A&E Services, Inc. to assign the Senior Engineer listed below to the Public Safety Systems Project (PSSP) under the terms of the current City contract no. C-110751 executed for Engineering Consulting Services.

The work activities of this Engineer will be required through the completion of the LAFD/OCD dispatch service upgrade and relocation to the new Public Safety Facility, currently scheduled to be completed in the year 2010.

**Assigned Project Controls Engineer**

**Rosie Marcelo – Senior Engineer, Fluor**

Project Role: Senior Engineer – Full Time

At the rate listed for Fluor Engineer, in the current City contract no. C-110751.

Ms. Marcelo will be responsible for:

- Developing requirements document for LAFD E-9-1-1 central office based ACD telephony system utilizing Plant/CML premise equipment;
- Developing a Statement of work for an AT&T/Plant CML E-9-1-1 contract;
- Developing a project plan with Los Angeles City personnel and AT&T/PlantCML;



Mr. Greg Amparano  
November 16, 2007  
Page 2

- Assisting LAFD and ITA personnel in developing and executing a plan to obtain State of California funding for the new E-9-1-1 telephone system;
- Developing and working on a project plan that would include all tasks required from needs analysis through cutover and post cutover work of the new E-9-1-1 telephone system;
- Assisting in the development of the integration plans, cut-over and training plans for various technology systems to be implemented. This includes, but not limited to, the E-9-1-1 telephone systems, fire station alerting systems (currently called dispatch communications network (DCN)), radio systems (data and voice), and the administrative telephone systems.

In addition to the above, Ms. Marcelo may be assigned responsibilities for other tasks as required and determined by the PSSP Project Managers. The parties' rights, responsibilities and liabilities with respect to all matters related to this Statement of Work authorized above and performance hereunder shall be as provided in the Contract C-110751.

#### **Project Start Date**

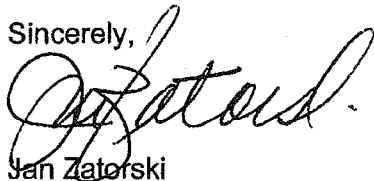
The assigned Senior Engineer is scheduled to begin work at 200 North Main Street, CHE 10<sup>th</sup> Floor, Los Angeles, CA 90012, or at a mutually accepted location on January 14, 2008.

Upon acceptance of these assignments and responsibilities, Fluor is to sign a copy of this letter and return to the following address **no later than December 7, 2007**:

City of Los Angeles, Information Technology Agency  
200 N. Main Street, Room 1400  
Los Angeles, CA 90012  
Attention: Lisa Jordan

Please direct any questions regarding this Statement of Work to Greg Steinmehl at 213-922-7793.

Sincerely,



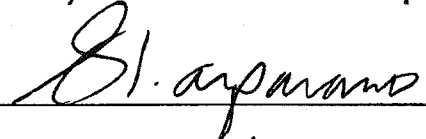
Jan Zatorski  
Director of Finance and Administration

cc: Kamton Joe, ITA  
Greg Steinmehl, ITA  
Lisa Jordan, ITA  
Nicanier Rosas, ITA  
Greg Dexter, CAO

Mr. Greg Amparano  
November 16, 2007  
Page 3

**Fluor A & E Services, Inc. hereby accepts this Statement of Work for the Public Safety Systems Project (PSSP) under the terms of the pending City contract.**

Agreed and Accepted:



Printed Name:

GREGORY J. AMPARANO

Title:

VICE PRESIDENT

Date:

19 NOVEMBER 2007