

# LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS  
FIRE CHIEF

April 25, 2012

BOARD OF FIRE COMMISSIONERS  
FILE NO. **12-073**

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 Withdrawn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 authorize the Fire Chief, subject to the approval of the City Council and Mayor, to execute the attached First Amendment to Agreement No. C-119937, subject to final approval by the City Attorney, with Rosie C. Marcelo to perform additional scope of work and tasks in providing professional and technical consulting services on a short term basis to conclude work on the LAFD new dispatch operations center.
2. Instruct the Commission Executive Assistant to forward this agreement to the City Council for approval in accordance with Los Angeles Administrative Code, Section 10.5.(b).2.
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 (MFC) Center. The Los Angeles Fire Department recently entered into a Professional Services Agreement with Rosie C. Marcelo a.k.a. Marcelo Consulting covering the period October 27, 2011 through June 30, 2012 (Reference: Board Report No. 11-156). The City Administrative Officer approved the agreement in its review of the agreement in accordance with Executive Directive No. 3 (Reference: CAO File No. 0220-00144-0112).

The proposed First Amendment to Agreement C-119937 covers additional scope of work issues and tasks that are related to recently identified items with the 9-1-1, Logging Recorder, Zetron Voice Radio Audio and Fire Alert systems. The additional scope of work will add to the number of tasks that are required to be completed by the Contractor. The term of Agreement C-119937 will remain the same and end on June 30, 2012. The Contractor will work longer hours within the term of the agreement to complete all tasks by the June 30, 2012 deadline.

The LAFD consulted with ITA and the Office of the City Attorney on the issues and available solutions to employ Ms. 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 Ms. Marcelo as defined in the Los Angeles City Charter, section 371 (e).

**Fiscal Impact:** The original agreement obligated the Fire Department to expend funds for services in an amount not to exceed \$130,000 in FY 2011-12. This amendment increases the overall agreement costs by 36,540, to a new overall total cost of \$166,540. 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 and its communications with its members. 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, Administrative Services Bureau.

Attachments

# DRAFT

**C-119937-1**  
**FIRST AMENDMENT TO AGREEMENT NO. C-119937**  
**BETWEEN THE CITY OF LOS ANGELES AND**  
**ROSIE C. MARCELO A.K.A. MARCELO CONSULTING**

This Amendment (hereinafter referred to as "Amendment") to Agreement No. C-119937, beginning October 27, 2011 for a period not to exceed through to June 30, 2012, 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 C. Marcelo (a.k.a. Marcelo Consulting) (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 in public safety communications engineering on a short term basis to improve public safety communications and operations in the City of Los Angeles; and

**WHEREAS**, the CONTRACTOR is uniquely qualified for this position and possesses a special skill set required by LAFD, and these services are not available 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 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 to cut over the LAFD's dispatch services to the new Metro Fire Communications; and

**WHEREAS**, the CITY's personnel do not possess the required knowledge and skill necessary to complete this work; and it is most economical to have the work continued by the present CONTRACTOR; and

**WHEREAS**, the LAFD has encountered additional tasks associated with the completion of the work required by the CONTRACTOR, through no fault of the CONTRACTOR, and the CONTRACTOR has agreed to complete the additional tasks required by LAFD; and

**WHEREAS**, the performance period of the agreement does not change, but additional funds are required for the additional work public safety tasks that need to be completed during the term of the original agreement; and

**WHEREAS**, the LAFD is increasing the overall costs of this agreement from \$130,000 to \$166,540.

# DRAFT

**NOW; THEREFORE,** the parties hereby covenant and agree to amend Agreement No. C-119937 as follows:

Section 2. SCOPE OF SERVICES/PROJECTS, remains in full effect and is amended to include the additional scope of services and tasks as follows:

#### 9-1-1 System

- As a subject matter expert in Viper and Power 9-1-1, Ms. Marcelo will continue to provide Dispatchers, Call Takers, Supervisors, DSSU and Tech Control personnel with training and support on the 9-1-1 system
- Create final version of customized 9-1-1 user training guide
- Develop reports for LAFD for 9-1-1 Call statistics. Work with vendor (AT&T/Intrado) on required software enhancements
- Provide recommendations to LAFD on new 9-1-1 design for a Multi-Agency ACD group and coordinate installation with affected PSAP's, AT&T and Intrado
- Coordinate load of VIPER 9-1-1 software enhancement for CAD ANI/ALI delivery
- Work with AT&T and Intrado on developing and procuring a LAFD 9-1-1 test environment (hardware and software) for testing future 9-1-1 software enhancements
- Assist Floor Captains on resolution of 9-1-1 operational and configuration changes
- Assist FD staff in decommissioning of Coldwater 9-1-1 trunks and equipment for budget savings
- Assist FD staff in addressing OCD 9-1-1 configuration as the backup site for MFC and remove trunks and lines for budget savings

#### Logging Recorder (LVR)

- On going Quality assurance testing, trouble shooting and optimization of LVR recorders
- Coordinate new development and upgrade to LVR servers, which Ms Marcelo was able to negotiate with AT&T and Intrado at no additional charge. This was as a result of Ms. Marcelo finding slow CPU processing and delay in upload to archive server
- Continue working with Intrado to resolve intermittent fragmentation of audio
- Review Statement of Work (SOW) for LVR server upgrade to ensure it meets LAFD operational needs prior to approval
- Work with FD MIS group to build user groups and security rights in logging recorder servers for field groups
- Coordinate AIQ software testing and deployment with Intrado to determine if product can be used by QI team to replace Aqua

# DRAFT

## Zetron Voice Radio Audio issues

- Ms. Marcelo identified and documented audio distortion issues in the radio headset jacks which are now pending new design development from Zetron. Ms. Marcelo will provide quality assurance and integration testing (radio, 9-1-1 and DCN) once the new design and audio enhancement is presented to LAFD.
- Coordinate and document baseline audio level testing with AT&T and tech control prior to Zetron audio enhancement upgrade
- Coordinate AT&T and Intrado redesign of 9-1-1 audio in test bed environment prior to deployment of new Zetron audio enhancement
- Continue daily audit of audio issues reported by dispatchers related to Zetron headset jack and Audio Facility Unit (AFD). Includes pulling CAD incident and searching/listening to logging recorder audio files to trace source of distortion. Data captured is being used by Zetron for new design

Section 4. COMPENSATION AND METHOD OF PAYMENT, is amended to increase the maximum payable amount under this Agreement to not exceed One Hundred Sixty Six Thousand Five Hundred Forty dollars. All other conditions of Section 4 remain in effect.

All remaining Sections and Terms of Agreement C-119937, remain unchanged and in full effect.

(Signature Page to Follow)

# DRAFT

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: \_\_\_\_\_