




BRIAN L. CUMMINGS
FIRE CHIEF

May 23, 2012

BOARD OF FIRE COMMISSIONERS
FILE NO. 12-087

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief 

SUBJECT: AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT
AND MR. MICHAEL BAKER FOR CONSULTING SERVICES RELATED
TO THE 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 Withdrawn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

Recommendations: That the Board:

1. Receive and File this report.

Summary: This report is to keep the Board of Fire Commissioners apprised of the progress the Department has made towards implementing a new Fire Station Alerting System.

The Los Angeles Fire Department (LAFD) has worked closely with the Mayor's office and Office of the City Attorney to draft an agreement between the LAFD and Mr. Michael Baker for consulting assistance related to issuing a Request for Proposal (RFP) to design, procure and create a new Fire Station Alerting System.

Attached for your information is a copy of the executed agreement between the LAFD and Mr. Michael Baker. This agreement was a collaboration between the Mayor's Office, LAFD, Information Technology Agency (ITA) and the Office of the City Attorney. The amount of the agreement for the first phase of consulting and providing technical expertise for the Fire Station Alerting System (FSAS) project is \$20,000. Mr. Baker is a well known expert in the field of Computer Aided Dispatch (CAD) and FSAS environments. Mr. Baker worked with a two other consultants previously on the CAD and FSAS system for the City and ITA. Of these consultants, one has since moved to France, one has retired, and the third (Mr. Baker) still works in the field.

Mr. Baker's past work experience with the City of Los Angeles and ITA in 2008-2009 with the existing system provides the City with a expertise that it can not obtain anywhere else in the relatively short time frame of the FSAS project, and at an exorbitant cost to the LAFD. For this reason, the LAFD has entered into this sole-source agreement with Mr. Baker to provide the LAFD with the necessary technical review of the proposed RFP for a new FSAS.

On May 15, 2012, Deputy Mayor Eileen Decker briefed the Fire Commission on the FSAS project, the direction she had been given to find resolution to the difficulties the LAFD was encountering with its existing FSAS, a general time line of events and when the Commission could expect a draft RFP for a new FSAS, and lastly she introduced Mr. Baker as the consultant the LAFD would be working with in the development and review of the RFP responses. On May 17, 2012, the Fire Chief, executed the attached agreement with Mr. Baker, under the provisions of Section 10.1.1 of the Los Angeles Administrative Code, which is based on Charter Section 2(11)(k).

Fiscal Impact: This agreement obligated the Fire Department to expend funds for services in an amount not to exceed \$20,000 in FY 2011-12. The Department has identified funds in the General Fund 100, Department 38, Account 003040 for this purpose.

Conclusion: The LAFD requires this agreement for consulting services to continue its efforts to improve public safety operations in the City and communications between the Department's dispatch center and fire stations and resources. The LAFD is not required to perform a 1022 review on agreements less than \$25,000. Mr. Baker has submitted all required documentation required by the City of all Contractors in order to conduct business with the City of Los Angeles. This contract is essential to assist the Department to meet its public safety communication and operational needs moving forward.

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

Attachment
Agreement C-120424

AGREEMENT NO. C-120424

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES
AND
MICHAEL BAKER**

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 "Fire Department"), and Michael "Mike" Baker, an individual, (hereinafter referred to as "Consultant" or "Contractor") with reference to the following:

WHEREAS, the City, through the management and control of its Fire Chief, desires to optimize the Fire Department's emergency response procedures by implementing a new Fire Station Alerting System ("FSAS"); and

WHEREAS, a competitive process is required to identify the appropriate FSAS to interface with the City's Computer Assisted Dispatch ("CAD") system; and

WHEREAS, Consultant has developed a thorough and detailed understanding of the Fire Department's CAD system through years of performing systems design and programming required to develop and maintain the City's CAD; and

WHEREAS, due to staffing constraints and the demands of the current CAD system, it is more feasible to have the work performed by a contractor on an as needed basis than to have the work performed by City staff; and

WHEREAS, the Consultant has agreed to provide the services required to the Fire Department; and

WHEREAS, the services to be provided are of a technical, temporary and occasional nature for which competitive bidding under Charter section 371 would not be advantageous; and

WHEREAS, the services required under this Agreement can be performed more economically and feasibly by a person who has an understanding of the City's custom CAD. That level of knowledge is only possessed by people who have worked intimately with the City's CAD; in view of that, it is not reasonably practicable or compatible with the City's interests to utilize a competitive process under Charter section 372 because the Consultant's requisite knowledge of the City's CAD makes him uniquely qualified to perform the services required.

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

A. TERM OF AGREEMENT

The term of this Agreement shall be for a period not to exceed one year from the date of execution, unless earlier performed, terminated or extended by the parties.

At the request of the City and because of the need therefore, Consultant may have begun performance of services required under this Agreement prior to the date of its execution. The City hereby ratifies those services subject to all of the terms and conditions of this Agreement and agrees to pay Consultant for those services in accordance with this Agreement.

B. SCOPE OF SERVICES/PROJECTS

The following are general descriptions of consulting services that may be requested during the term of this Agreement. The projects that may be requested and performed under this Agreement shall be limited to those listed below. Unspecified projects may not be performed unless the parties agree to such by written amendment or other contract. To the extent that work required under this Agreement may exceed the funds appropriated, the Fire Department will work with the Consultant to realign and prioritize the work required as it becomes necessary. Provided that additional funds are made available, the City, in its sole discretion, may require the Consultant to provide additional services consisting of programming tasks to interface a new FSAS with the existing CAD.

1. CAD SYSTEM ANALYSIS

Consultant will perform the tasks required under this section before commencing other required work.

- a. Consultant will review and assess the necessary elements of the City's CAD System for purposes of drafting and assisting the City in drafting the FSAS RFP.
- b. Consultant will prepare a written description of the technical specifications of the current CAD System.
- c. Consultant will prepare a high-level overview of a cost benefit assessment of the advantages and disadvantages of interfacing various types of new FSAS' with the current CAD as well as other industry standard CAD solutions, with the understanding that a more granular approach will be required when requested by the City.

2. DRAFT TECHNOLOGICAL ELEMENTS OF THE FSAS RFP

- a. Consultant will participate in drafting the technological elements of the FSAS RFP clearly, concisely and in a manner that will allow RFP

respondents to propose FSAS solutions, which are compatible with the remaining elements of the CAD.

- b. Consultant will prepare a written description of the technological requirements associated with acquiring a new FSAS.
- c. Consultant will prepare an assessment of the current CAD System's capability of supporting a new FSAS.
- d. Consultant will, to the extent requested, evaluate the Fire Department's "user" requirements for the new FSAS and, if necessary, assist in the development of such "user" requirements.
- e. Consultant will perform any such other work, consistent with his qualifications, required to draft the FSAS RFP, if requested by the Fire Chief.

3. ASSISTANCE DURING THE SUBMISSION AND EVALUATION PERIOD

- a. Consultant shall be available to aid the City in its evaluation of questions and proposals submitted in response to the FSAS RFP. This element of performance is among those that may be performed remotely, unless agreed otherwise.

4. ATTENDANCE AT CITY MEETINGS AND PREPARATION OF REPORTS

- a. Consultant may work remotely to the extent consistent with the City's requirements.
- b. Consultant will, to the extent requested by the City, perform work required under this Agreement in the City.
- c. City will provide work space for the Consultant, if necessary.
- d. Consultant may use City materials, if regularly available and necessary, to perform work at the City workspace. The City will not order special materials to facilitate Consultant's work performed in the City work space.
- e. Consultant will attend meetings by remote connection, unless required by the City in consultation with the Consultant, and report to any such City departments and offices that are requested by the Fire Chief; including, but not limited to, the Mayor's Office, City Administrative Officer, City Council and the Information Technology Agency.
- f. Consultant is required to provide the City with an extensive amount of information in the performance of this Agreement. Consultant and the Fire

Chief will determine which elements of the information shall be submitted formally, in writing, on a case by case basis.

C. PROJECT MANAGEMENT

The Fire Chief or his designee shall be the Consultant's main City contact and shall be responsible for management of projects assigned under this Agreement, including approval of all projects, time schedules and work completion requirements.

D. COMPENSATION AND METHOD OF PAYMENT

Consultant shall perform the requested services for compensation in the amount of One Hundred Dollars \$100.00 per hour. The parties agree that this amount is fully burdened; therefore, City shall not provide any additional compensation for any of Consultant's costs associated with the performance of this Agreement, including but not limited to travel and materials. The maximum payable under this Agreement will not exceed Twenty Thousand Dollars (\$20,000) for complete and satisfactory performance of the terms of this Agreement. Consultant must submit monthly invoices covering partial payment. Invoices must include specific detail of the all services invoiced. Consultant will not submit more than one invoice per month. All invoices will be submitted to Los Angeles Fire Department, Administrative Services Bureau, Attn: William R. Jones, 200 North Main Street, City Hall East, Room 1630, Los Angeles, California 90012. Consultant will not be compensated for non-delivery of services. The Fire Chief, or his designee, will make a final determination of approving the scope of work and completion of the project.

E. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the CITY to 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. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. 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 appropriates additional funds for this Agreement.

F. CONFIDENTIALITY

The Consultant understands and agrees that some documents, materials, records, and the contents thereof, provided by the LAFD may be confidential. Consultant agrees not to retain any copies of the documents, materials, records provided by the LAFD, nor to disclose the contents thereof, which are of a confidential nature.

Consultant shall ensure that each of its employees, or agents, who have access to such documents, materials, records, provided by the LAFD, comply with the confidentiality provisions of this Agreement. All notes, documents and/or products resulting from this agreement will become the sole property of the LAFD and the City of Los Angeles, and may not be used by the Contractor at any time, present or future, without the expressed written permission of the LAFD.

G. NON-EXCLUSIVE

The LAFD and the Consultant understand and agree that this is a non-exclusive Agreement to provide services to the LAFD and that the LAFD may contract with other Consultants to provide similar services during the term of this Agreement.

H. RATIFICATION

Due to the need for the Consultant's services to be provided continuously on an ongoing basis, the Consultant 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.

I. NOTICES

All official notices to the Fire Department under this Agreement will be made by mail, return receipt requested, to:

Brian Cummings, Fire Chief
Los Angeles Fire Department
200 N. Main St., 18th Floor
Los Angeles, CA 90012
Attention: William R. Jones, Contracts Unit

General communication regarding performance of tasks under this Agreement may be made by e-mail to bill.jones@lacity.org

All official notices to Consultant under this Agreement will be made by mail, return receipt requested, to:

Michael Baker
15 Berry Moss Street
Kitchener, Ontario N2E3V1
Canada

General communication regarding performance of tasks under this Agreement may be made by e-mail to mrheng@gmail.com

J. FIRST SOURCE HIRING ORDINANCE

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

1. Consultant shall, prior to the execution of the contract, provide to the DAA a list of anticipated employment opportunities that Consultant estimates he will need to fill in order to perform the services under the Agreement.
2. Consultant further pledges that it will, during the term of the Agreement, shall a) At least seven business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Community Development Department (CDD), which will refer individuals for interview; b) Interview qualified individuals referred by CDD; and c) Prior to filling any employment opportunity, the Consultant shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Consultant interviewed and the reasons why referred individuals were not hired.
3. Any Subcontract entered into by the Consultant relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
4. Consultant shall comply with all rules, regulations and policies promulgated by the designated administrative agency, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the Consultant intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject Consultant has violated provisions of the FSHO.

K. STANDARD PROVISIONS

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

L. 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.

M. NUMBER OF PAGES AND ATTACHMENTS

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This agreement includes eight (8) pages that constitute the entire understanding and agreement of the parties.

(Signature Page to Follow)

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

DATE: 5-16-2012

For: THE CITY OF LOS ANGELES

By: 

Brian L. Cummings
Fire Chief
Los Angeles Fire Department

DATE: 5-14-12

For: MICHAEL "MIKE" BAKER

By: 

Michael "Mike" Baker
Consultant



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

ATTEST:
JUNE LAGMAY, City Clerk

By: 

Laurel L. Lightner
Assistant City Attorney

By: 

Deputy City Clerk

DATE: 5/14/2012

DATE: 05-17-2012

Agreement Number: C-120424