

# LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS  
FIRE CHIEF

July 6, 2012

BOARD OF FIRE COMMISSIONERS  
FILE NO. 12-114

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: APPROVAL OF STAFF RECOMMENDATIONS, AS AMENDED FROM BFC 12-042, TO AUTHORIZE THE FIRE CHIEF TO EXECUTE A ONE-YEAR AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT AND CASSIDIAN COMMUNICATIONS TO UPGRADE THE NXT SOFTWARE IN CONNECTION WITH THE REVERSE 9-1-1 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 Withdrawn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. Accept and approve amendments to Board Report BFC 12-042, approved by the Fire Commission on March 2012.
2. Authorize the Fire Chief, subject to the approval of the Mayor's Office, and the Office of the City Attorney as to final form and legality, to execute the attached amended draft pro-forma agreement, for a period not to exceed one-year, between the Los Angeles Fire Department (LAFD) and Dialogic Communications Corporation dba Cassidian Communications (Cassidian).
3. Instruct the Commission Executive Assistant to coordinate with LAFD staff and forward the final amended contract along with this report to the Mayor, in accordance with the Mayor's Executive Directive 3.

**Summary:** On March 6, 2012, staff presented to the Board of Fire Commissioners a draft agreement with the recommendation to authorize the Fire Chief to enter into an agreement with Cassidian (BFC 12-042), subject to the approval of the Mayor. Following the transmittal of that report to the Mayor for review by the City Administrative Officer (CAO), the CAO issued its report (0150-09736-0000) approving that all criteria within the agreement had been met by the LAFD and contractor.

However, the Mayor's Office did not adopt the recommendations of the LAFD and CAO in this case. The reason for the Mayor's Office not adopting the recommendations was due to the recent adoption of a similar emergency notification system by the City's Emergency Management Department (EMD); a system that performs similar functions as the Cassidian agreement and would be available to a number of City departments, including the LAFD. Therefore, subsequent to the approval granted by the Board of Fire Commissioners to authorize the Fire Chief to enter into an agreement with Cassidian, the LAFD learned of the efforts by EMD to integrate with an Emergency Notification System operated by the Los Angeles County Sheriff's Department to provide notification on a larger regional basis.

Herein arises a more immediate concern for the LAFD. The department utilizes its call-back system on a daily basis to reach out to members to cover day-to-day operational needs. At the present time, EMD staff has yet to be trained on this new system and its capabilities. As such, the LAFD is modifying its request to the Board of Fire Commissioners and the Mayor's Office, from allowing the department to enter into a two-year agreement with a one-year renewal option; to authorize the Fire Chief to enter into a one-year agreement with Cassidian to sustain the department's current capabilities to call back sworn members to meet its day-to-day operational demands.

As a result of the LAFD being unable to utilize the County's Notification System immediately, there remains a need to enter into an agreement with Cassidian, albeit on a much smaller scale, during an investigative/transitional period where the LAFD will be better able to determine the capabilities and costs of operating within the County's Notification System.

Therefore, staff recommends the Board approve its amended recommendation with regards to BFC 12-042 and authorize the Fire Chief, subject to final approvals by the Mayor and the Office of the City Attorney, to enter into a one-year agreement with Cassidian. This agreement will provide for the upgrade and professional services of maintaining the Notification and Recall System to maintain its ability to call back members on an on-going basis to meet its day-to-day staffing needs and call-back capabilities during significant events around the city and best protect life and property of its residents.

**Fiscal Impact:** This agreement is to upgrade the NXT software suite and services associated with the Reverse 9-1-1 platform. The funding for this program will come from the LAFD's General Fund allocation for FY 2012-13, in an amount not to exceed \$25,000. The funding information for this agreement is as follows:

<u>Fiscal Year</u>	<u>Fund</u>	<u>Account</u>	<u>Unit</u>	<u>Task</u>	<u>Sub-task</u>	<u>Work Order</u>
2012-13	100	003040	TBD	EXPS	GENA	TBD

**Conclusion:** This one-year agreement will allow LAFD to work with EMD on the function, capability, and compatibility of the Los Angeles County's Notification System and, if the new system does meet the department's operational needs, will provide the necessary time to transition to the new system.

The LAFD Contracts Unit is finalizing the amount of the agreement along with the appropriate attachments with Cassidian. These will be approved by the Office of the City Attorney prior to submission to the Mayor's Office in accordance with Executive Directive 3. The end result will be a scaled down version of the draft agreement approved by the Board in BFC 12-042, with an amount not to exceed \$25,000.

The attached Contract is a draft pro-forma subject to final approval by the City Attorney as to form and legality.

Board report prepared by William Jones, Senior Management Analyst II, Contracts and Grants Section, Administrative Services Bureau.

Attachments

# DRAFT

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

**AGREEMENT  
BETWEEN THE CITY OF LOS ANGELES  
AND  
DIALOGIC COMMUNICATIONS CORP dba CASSIDIAN COMMUNICATIONS**

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 Dialogic Communications Corp dba Cassidian Communications, (hereinafter referred to as "CONTRACTOR") with reference to the following:

**WHEREAS**, the LAFD requires the assistance from the CONTRACTOR to provide professional services on an on-call basis to upgrade the LAFD's NXT communications software; and

**WHEREAS**, the CONTRACTOR possesses the unique skills and proficiencies in these areas, and has agreed to provide such services to the LAFD; and

**WHEREAS**, the CONTRACTOR's services and software package are essential to the functionality of LAFD's communications and maintenance services of the software package are occasional in nature; and

**WHEREAS**, the CITY does not employ personnel with the required expertise and it is more economical to have the work performed by the CONTRACTOR on an as needed 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 one year, unless earlier terminated by the parties.

**2. SCOPE OF SERVICES/PROJECTS**

CONTRACTOR will provide software upgrades and services to the LAFD in connection with the LAFD's reverse 9-1-1 system. The LAFD procured the Communicator NXT 2.1.3 system several years ago, and the software has begun to experience problems. The solution is to upgrade the LAFD's software package to version 4.x which includes the GeoCast Web 1.7 component. The full description of the scope of work and specifications of the software package and services is included in the document titled "EMERGENCY NOTIFICATION PROPOSAL" and incorporated herein as Exhibit "A."

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

The services provided in this Agreement do not include additional software or hardware components. LAFD shall provide any and all additional software and hardware components to support the services provided by the CONTRACTOR

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

The maximum payable under this Agreement will not exceed Twenty Five Thousand Dollars (\$25,000) during the period, , for complete and satisfactory performance of the terms of this Agreement. CONTRACTOR will send LAFD periodic invoices, no more than one per month, and must include specific detail of the all services invoiced. 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. CONTRACTOR will not be compensated for non-delivery of services.

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

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, purchases or expenses incurred 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.

### **6. CONFIDENTIALITY**

The CONTRACTOR understands and agrees that some LAFD documents, materials, records, and the contents thereof, may be confidential. Therefore, CONTRACTOR agrees not to retain any copies of LAFD documents, materials or records, nor to disclose the contents thereof, which are of a confidential nature. CONTRACTOR shall ensure that each of its employees, or agents, who have access to such documents, materials or records, 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 LAFD's expressed written permission.

### **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 that the CITY may contract with other contractors to provide similar services during this Agreement's term.

## **8. RATIFICATION**

To ensure the system operates continuously on an ongoing basis, the 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.

## **9. NOTICES**

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

Fire Chief Brian Cummings  
Los Angeles Fire Department  
200 N. Main St., 18<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attention: William Jones, Contracts and Grants Manager  
(213) 978-3461

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

TBD  
Dialogic Communications Corp  
dba Cassidian Communications  
117 Seaboard Lane, Suite D-100  
Franklin, TN 37067  
(858-231-8465)

## **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 B.)

## **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)

Except for the Statement Above This Page Is Intentionally Left Blank, Subject to  
Document Formatting

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: Dialogic Communications Corp  
Dba: Cassidian Communications

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

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: \_\_\_\_\_



## ATTACHMENTS

Attachments are not included at this time.

At the time of submitting this document for approval by the Board of Fire Commissioners, negotiations between the LAFD and Cassdian are continuing to scale the project down to one year from the two year Agreement Proposed under BFC 12-042