

BRIAN L. CUMMINGS

August 22, 2012

BOARD OF FIRE COMMISSIONERS FILE NO. 12-139

TO:

Board of Fire Commissioners

FROM:

Brian L. Cummings, Fire Chief

SUBJECT:

FIRST AMENDMENT TO AGREEMENT NO. C-120424 BETWEEN THE

LOS ANGELES FIRE DEPARTMENT AND MICHAEL BAKER FOR CONSULTING SERVICES RELATED TO THE FIRE STATION

ALERTING SYSTEM

FINAL ACTION: Ap	proved Approved w/Corrections nied Received & Filed	Withdrawn
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Recommendations: That the Board:

- 1. Authorize the Fire Chief, subject to the approval of the Mayor, to execute the First Amendment to Agreement No. C-120424.
- 2. Direct the Commission Executive Assistant II to forward this amendment to the Mayor's Office in accordance with the Mayor's Executive Directive No. 3.

<u>Summary:</u> This report is to seek approval by the Board of Fire Commissioners to amend the agreement with Michael Baker (Agreement No. C-120424) to further the progress the Department has made towards implementing a new Fire Station Alerting System (FSAS).

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 Michael Baker for consulting assistance related to issuance of a Request for Proposal (RFP) to design, procure, and create a new FSAS.

Attached for your review is a copy of the first amendment to the executed agreement between the LAFD and Michael Baker. The original agreement was a collaborative effort among the Mayor's Office, LAFD, Information Technology Agency (ITA) and the Office of the City Attorney. The agreement amount for the first phase of consulting and providing technical expertise for the FSAS project was \$20,000. This First Amendment to Agreement No. C-120424 will increase the original amount by \$200,000, which covers services in Fiscal Year 2012-13, to a new amount of \$220,000. This will extend the performance period from May 17, 2012 to May 16, 2013 and from May 17, 2012 to

June 30, 2013, to align the funds allocated in the current year budget (Fiscal Year 2012-13) to the term of the agreement.

Mr. Baker is a well-known expert in the field of Computer Aided Dispatch (CAD) and FSAS environments. Mr. Baker, along with two other consultants, had previously (2008-2009) worked on a CAD and FSAS project for the City. Of these consultants, one has since moved to France and the other has retired. Mr. Baker's past work experience with the existing system provides the City with an expertise that it cannot obtain anywhere else in the relatively short-time frame of the FSAS project, and without 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 FSAS RFP and overall project.

On May 15, 2012, Deputy Mayor Eileen Decker briefed the Fire Commission on the FSAS project and on the direction she had been given to find a resolution to the difficulties the LAFD is encountering with its existing FSAS and to provide a general timeline of events as to when the Commission could expect a draft RFP for a new FSAS. 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 Agreement No. C-120424 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 First Amendment to Agreement No. C120424 obligates the Fire Department to expend funds for services in an amount not to exceed \$200,000 in Fiscal Year 2012-13. The City Council approved funds in the amount of \$250,000 for FSAS consulting in the Fire Department's Fiscal Year 2012-13 Budget. Sufficient funds for the First Amendment are available in the General Fund 100, Department 38, Account 003040.

Conclusion: The LAFD requires this First Amendment to Agreement No. C-120424 in order for consulting services to continue its efforts to improve public safety operations in the City and to enhance communications among the Department's dispatch center, fire stations, and resources. Mr. Baker has submitted all documentation required by contractors to conduct business with the City of Los Angeles. The LAFD has worked with ITA to identify if City staff could perform these services. No City staff has sufficient expertise in state-of-the-art FSAS to perform these services. 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, Administrative Services Bureau.

Attachment – First Amendment to Agreement No. C-120424 (C-120424-1)

AGREEMENT NO. <u>C-120424-1</u>

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; and

WHEREAS, the City Council has provided funding in the FY2012-13 Budget to continue the services of this agreement in the amount not to exceed \$200,000; and WHEREAS, both parties agree to amend the term of the agreement to increase the ceiling amount from \$20,000 to \$220,000, and to align the term of the agreement with the funding in FY2012-13, to extend the term of the agreement from date of execution to June 30, 2013.

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

A. TERM OF AGREEMENT

The term of this Agreement shall be amended to cover a period from May 17, 2012 through to June 30, 2013, unless earlier performed, terminated or extended by the parties.

At the request of the City and because of the need therefor, Consultant may have begun performance of services required under this First Amendment to Agreement C-120424 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 the First Amendment and agrees to pay Consultant for those services in accordance with this Agreement.

B. SCOPE OF SERVICES/PROJECTS

All terms and conditions of this section remain unchanged.

C. PROJECT MANAGEMENT

All terms and conditions of this section remain unchanged.

D. COMPENSATION AND METHOD OF PAYMENT

This Section is amended to read as follows:

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 Two Hundred Twenty Thousand Dollars (\$220,000) 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

All terms and conditions of this section remain unchanged.

F. CONFIDENTIALITY

All terms and conditions of this section remain unchanged.

G. NON-EXCLUSIVE

All terms and conditions of this section remain unchanged.

H. RATIFICATION

All terms and conditions of this section remain unchanged.

I. NOTICES

All terms and conditions of this section remain unchanged.

J. FIRST SOURCE HIRING ORDINANCE

All terms and conditions of this section remain unchanged.

K. STANDARD PROVISIONS

All terms and conditions of this section remain unchanged.

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 First Amendment to Agreement No. C-120424 is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This First Amendment to Agreement C-120424 includes four (4) pages that, along with the original agreement, constitute the entire understanding and agreement of the parties.

(Signature Page to Follow)

respective duly authorized representatives. DATE: For: THE CITY OF LOS ANGELES By: _ Brian L. Cummings Fire Chief Los Angeles Fire Department DATE: ____ For: MICHAEL "MIKE" BAKER By: Michael "Mike Baker Consultant Approved as to Form: ATTEST: CARMEN A. TRUTANICH, City Attorney JUNE LAGMAY, City Clerk By: _ Laurel L. Lightner Deputy City Clerk Assistant City Attorney

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their

C-120424-1, Michael "Mike" Baker Agreement, 1st Amendment City of Los Angeles Fire Department

DATE:

Agreement Number: C-120424-1

DATE: _____