

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

February 5, 2013

BOARD OF FIRE COMMISSIONERS
FILE NO. 13-022

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief

SUBJECT: **LOS ANGELES FIRE CODE – SOLE SOURCE CONTRACT WITH THE
INTERNATIONAL CODE COUNCIL (ICC)**

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 Withdrawn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 and authorize the Fire Chief, subject to the approval of the City Council and Mayor, to execute the attached Agreement, subject to final approval by the City Attorney, with the International Code Council (ICC) to provide services related to the production of the "2012 Los Angeles Fire Code" to be adopted as the "Los Angeles Fire Code".
2. Instruct the Fire Commission Executive Assistant to forward this report to the City Council, for approval in accordance with Los Angeles Administrative Code, Section 10.5.(b).2.
3. Instruct the Fire Commission Executive Assistant to forward this report to the Mayor's Office in accordance with Executive Directive No. 3.

Summary:

On July 11, 2012, the Board of Fire Commissioners approved the adoption of the Model International Fire Code (IFC)/California Fire Code (CFC), with Los Angeles amendments, BFC # 12-119, to create the new "Los Angeles Fire Code" which will allow the City of Los Angeles to provide consistent fire protection for the unique challenges found in Los Angeles.

The ICC is a sole-source provider of the State of California Fire Code. The Department desires to utilize ICC to produce the 2012 Los Angeles Fire Code, which the Department and the general public will be able to procure directly from the ICC through this agreement.

Once approved by City Council and Mayor, the "2012 Los Angeles Fire Code" will become the reference tool for fire safety issues. The Department plans to provide the code to Department locations that are required to make frequent reference in printed copy format and in electronic format at remaining locations.

Fiscal Impact:

The Department anticipates expending \$36,684.84, for the ICC services. Funding is being requested from the Construction Services Fund (2%) and pending final approval by the Planning and Land Use Committee in City Council.

Conclusion:

The Los Angeles Fire Code will fill a critical gap to provide additional public safety regulations beyond both the IFC and CFC regarding general fire precautions and the maintenance of fire protection systems for hazards unique to Southern California and Los Angeles.

Board Report prepared by Scott Miller, Commander, Valley Public Safety Unit.

Attachments

AGREEMENT NO. _____

**AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
THE INTERNATIONAL CODE COUNCIL**

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 International Code Council (hereinafter referred to as "ICC") with reference to the following:

WHEREAS, the LAFD utilizes materials created and procured by ICC; and

WHEREAS, ICC is a sole-source provider of the State of California Fire Code; and

WHEREAS, the LAFD desires to utilize ICC to produce the 2012 Official City of Los Angeles Fire Code Amendments to the State of California Fire Code; and

WHEREAS, the LAFD and the General Public will be able to procure the 2012 Official City of Los Angeles Fire Code Amendment materials directly from ICC through this agreement; and

WHEREAS, LAFD and the ICC agree to the terms as set forth herein; and

WHEREAS, this Agreement shall remain in effect for a period of three (3) years, subject to amendment to extend the term, in writing, if agreed to by both parties in writing; and

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

1. TERM OF AGREEMENT

The term of this Agreement shall be for a period not to exceed three (3) years from the date of execution, unless earlier terminated or extended by the parties in writing. The Fire Chief may, at his/her sole discretion, and agreement between the parties, in writing, extend the term of this Agreement.

2. SCOPE OF SERVICES

The scope of services are as follows:

- A. ICC shall be responsible for publishing, typesetting, editing, proofing, graphic design, printing and distribution related to the 2012 Official City of Los Angeles Fire Code Amendments. The 2012 Official City of Los Angeles Fire Code Amendments will be

based on the 2010 California Fire Code, which is a copyrighted document by the City of Los Angeles and published by the ICC.

DAT

- B. The 2012 Official City of Los Angeles Fire Code Amendments will be produced on yellow stock, seven-hole (7-hole) drilled, and shrink-wrapped in one package.
- C. Beyond the publishing services for the City of Los Angeles Fire Code Amendments, ICC shall provide the following deliverables:
- a) Deliver to City of Los Angeles with twenty-five (25): custom City of Los Angeles 3-ring binder; printed copies of the City of Los Angeles Fire Code Amendments printed as a seven-hole (7-hole) drilled filler and shrink-wrapped in one package; and 2010 California Fire Code (CFC) fillers.
 - b) Deliver to City of Los Angeles 200 PDF CD-ROMs containing the 2012 Official City of Los Angeles Fire Code Amendments fully integrated with the 2010 California Fire Code .
 - i) ICC will grant City of Los Angeles a royalty free non-revocable license permitting City of Los Angeles to post the City of Los Angeles Codes on its internal computer system in PDF format. ICC further more limits such viewing and use to City of Los Angeles employees only.
 - ii) City of Los Angeles understands that the content of this PDF shall not be reproduced or distributed without proper copyright permission and approval from ICC. City of Los Angeles may excerpt code provisions from the PDF and paste them into business documents of the City of Los Angeles.
- D. ICC shall, on behalf of City of Los Angeles, act in the capacity of distributor of the 2012 Official City of Los Angeles Fire Code Amendments and provide all support services related to the warehousing, inventorying, order processing and marketing of these publications.
- E. City of Los Angeles consents for ICC to offer the 2012 Official City of Los Angeles Fire Code Amendments in the any electronic format of ICC's choosing, including, but not limited to, CD-ROM, eBook, and the ICC web site.
- F. The 2012 Official City of Los Angeles Fire Code Amendments (printed format) shall be available to the public for purchase no later than 60 calendar days after materials are provided to the City of Los Angeles.
- G. ICC shall compensate the City of Los Angeles 10% of the purchase price of all copies of the 2012 Official City of Los Angeles Fire Code Amendments sold to the public, due once per year, on or before January 31 of each year, for the preceding year.
- H. The LAFD may, after review and with written approval, allow ICC to insert a

marketing piece in the 2012 Official City of Los Angeles Fire Code Amendments advertising related products and/or services.

3. COMPENSATION AND METHOD OF PAYMENT

The ICC will bill the LAFD at the following rates and charges:

- A. The LAFD shall compensate ICC a total of \$35,101.00, plus sales tax, for all of the services mentioned in this agreement. This price is guaranteed until May 1, 2013. The breakdown is as follows:

Table 1: Cost Breakdown

Description	Total
Publishing Services for the 2012 City of Los Angeles Fire Code Amendments	\$9,000.00
2012 Official City of Los Angeles Fire Code Amendments	\$625.00
2012 City of Los Angeles Fire Code Binders	\$750.00
2010 CA Fire Code Filler	\$2,350.00
2012 Official City of Los Angeles Fire Code Amendments (PDF) CD	\$13,680.00
Free Public Access web site	\$8,000.00
Shipping and Handling Charges	\$696.00
Estimated Sales Tax (9%)	\$3,159.09
Total	\$38,260.09

- B. ICC shall invoice City of City of Los Angeles for services upon delivery of all material to the LAFD. Invoice shall be payable net 30 days of the delivery of all materials.
- C. LAFD acknowledges that the Sales Tax (Table 1) is only an estimate. The LAFD is responsible to pay the sales tax rate in effect at the time of payment to ICC. ICC is responsible for the payment of all taxes to the State of California.
- D. ICC will not bill the LAFD or City of Los Angeles any additional costs if this agreement unless there is amendment to the services or deliverables.

4. LICENSES GRANTED

- A. The LAFD and City hereby grant ICC an exclusive, revocable license and right to ICC to publish, distribute and sell the 2012 Official City of Los Angeles Fire Code Amendments for the term of this Agreement.
- B. The LAFD and City grants an non-exclusive, non-transferable license to use the following City trademarks, or pending trademarks:
- City Seal;
 - "2012 Official City of Los Angeles Fire Code Amendments (and City Seal)"
- C. All rights not expressly granted are reserved by the City.

5. OWNERSHIP

- A. It is understood and agreed that all materials created in the course of providing the services described in Section 2 SCOPE OF SERVICES are being developed by ICC for the sole and exclusive use of the LAFD and City, and that the City will be deemed the sole and exclusive owner of all right, title, and interest therein, including those of intellectual property. The ICC may not use or otherwise make public in any manner, either for profit or not for profit, any of the information or documentation without the prior written consent of the City, except pursuant to license granted under this Agreement.

In the event that it should be determined that the City does not own the copyright of any of materials, in part or in whole, the ICC will and hereby does assign to the City for no additional consideration, all rights, titles, and interests that the ICC may possess in these materials, including, but not limited to, all copyright and other intellectual property rights in these materials.

- B. The ICC retains all rights, including copyrights, trademarks, patents or other proprietary rights. City of Los Angeles owns and retains all rights and title in the 2012 Official City of Los Angeles Fire Code Amendments including all copyrights, trademarks, patents or other proprietary rights in the 2012 Official City of Los Angeles Fire Code Amendments, except for any portion or portions of the International Codes or Title 24 Part 9 that are included therein.

- C. The requirements of this Section 2.G. and Section 5 et seq. shall survive termination of the Agreement.

6. NOTICES

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

Fire Chief Brian Cummings
Los Angeles Fire Department
200 N. Main St., Room 1800
Los Angeles, CA 90012

and

Battalion Chief Timothy Kerbrat
Los Angeles Fire Department
200 N. Main Street, Room 1700
Los Angeles, CA 90012

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

R F

Mark A. Johnson, Executive Senior Vice President
Business and Product Development
International Code Council
5360 Workman Mill Road
Whittier, California 90601

7. CITY STANDARD PROVISIONS

The ICC, by entering into this agreement with the LAFD, agrees to abide by the City Standard Provisions, attached hereto and incorporated herein as Exhibit A.

8. ENTIRE AGREEMENT

This Agreement is 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)

D R F

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: ICC

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: _____

**City of Los Angeles Fire Department/ICC
Publishing Agreement (October 1, 2012)**

This Agreement between the International Code Council (hereafter referred to as "ICC") and the City of Los Angeles Fire Department (hereafter referred to as "LA City") pertains to a publishing agreement for production of the 2012 City of Los Angeles Fire Amendments, (hereafter referred to as "LA City Code").

The City of Los Angeles Fire Department desires ICC, under the terms of this Agreement, to provide the services as described below.

Agreement:

In consideration of the provisions contained herein, the parties agree to the following:

- 1) ICC shall, on behalf of City of LA, be responsible for publishing, typesetting, editing, proofing, graphic design, printing and distribution related to the 2012 City of Los Angeles Fire Amendments. The City of LA Amendments shall be based on the 2010 California Fire Code, which is a copyrighted document and published by the ICC.
- 2) The Amendments will be produced on yellow stock, 7-hole drilled, and shrink-wrapped in one package.
- 3) Beyond the publishing services for the City of LA Fire Code Amendments, ICC shall provide the following deliverables:
 - a) Deliver to City of LA with twenty-five (25): custom LA City 3-ring binder; printed copies of the LA City Fire Code Amendments printed as a 7-hole drilled filler and shrink-wrapped in one package; and 2010 California Fire Code (CFC) fillers.
 - b) ICC shall deliver to City of LA 200 PDF CD-ROMs containing the City of LA Fire Code Amendments fully integrated with the 2010 CA Fire Code .
 - i) ICC will grant City of LA a royalty free non-revocable license permitting City of LA to post the City of LA Codes on its internal computer system in PDF format. ICC further more limits such viewing and use to City of LA employees only.
 - ii) City of LA understands that the content of this PDF shall not be reproduced or distributed without proper copyright permission and approval from ICC. City of LA may excerpt code provisions from the PDF and paste them into business documents used to enforce the code provisions in the City of Los Angeles.
- 4) ICC shall, on behalf of LA City, act in the capacity of distributor of the LA City Code and provide all support services related to the warehousing, inventorying, order processing and marketing of these publications.
- 5) LA City shall consent for ICC to offer the LA City Building Code in any electronic format of ICC's choosing, including but not limited to: a CD-ROM, eBook, and the ICC web site.
- 6) The City of LA Codes (printed format) shall be available to the public for purchase not later than 60 business days after the blue-line sign off by the City of LA.
- 7) ICC may insert a marketing piece in the LA City Code advertising related products and/or services.

- 8) ICC shall ship the following products to City of LA:

Description	Quantity
2012 City of LA Fire Code Amendments	25
2012 City of LA Fire Code Binders	25
2012 City of LA Fire Code Amendments PDF CD	200
2010 CA Fire Code Filler	25

- 9) City of LA shall compensate ICC a total of \$35,101.00 for all of the services mentioned above. This price is guaranteed until March 1, 2013. The breakdown is as follows and does not include taxes:

Description	Total
Publishing Services for the 2012 City of LA Fire Code Amendments	\$9,000
2012 City of City of LA Fire Code Amendments	\$625
2012 City of City of LA Fire Code Binders	\$750
2010 CA Fire Code Filler	\$2,350
2012 City of LA Fire Code Amendments PDF CD	\$13,680
Free Public Access web site	\$8,000
Shipping and Handling Charges	\$696

- 10) ICC shall invoice City of City of LA for services at time of blue-line signoff. Invoice shall be payable net 30 days.
- 11) City of LA hereby grants to ICC a non exclusive, irrevocable, perpetual, royalty free, worldwide right and license to use the City of LA Amendments in any way, including the right to create derivative works and transfer and/or grant sublicenses to third parties for use of City of LA Amendments.
- 12) The ICC retains all rights, including copyrights, trademarks, patents or other proprietary rights. City of LA owns and retains all rights and title in the City of LA Amendments including all copyrights, trademarks, patents or other proprietary rights in the City of LA Amendments, except for any portion or portions of the International Codes or Title 24 Part 9 that are included therein.

The aforementioned items are agreed to by the participants listed below.

Signature_____

Date_____

Mark A. Johnson
Executive Senior Vice President, Business & Product Development, ICC
5360 Workman Mill Road
Whittier, CA 90601

Signature_____

Date_____

???