

LOS ANGELES FIRE DEPARTMENT



BRIAN L. CUMMINGS
FIRE CHIEF

September 6, 2013

BOARD OF FIRE COMMISSIONERS
FILE NO. 13-110

TO: Board of Fire Commissioners

FROM: Brian L. Cummings, Fire Chief 

SUBJECT: PROPOSED AGREEMENT BETWEEN THE LOS ANGELES FIRE DEPARTMENT AND MR. MICHAEL BAKER FOR SUPPORT AND TECHNOLOGY CONSULTING SERVICES RELATED TO THE COMPUTER AIDED DISPATCH 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 Withdrawn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

SUMMARY

This report is to seek approval by the Board of Fire Commissioners for the Fire Chief to execute a new agreement with Michael Baker to further the progress the Department has made towards improving its Computer Aided Dispatch (CAD) 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 Michael Baker. His intimate knowledge and expertise of the LAFD's CAD provides assistance to the LAFD and Information Technology Agency (ITA) staff who are responsible for maintaining the capabilities of the existing CAD system until the new systems are brought on-line.

Attached for your review is a proposed task-based agreement with Michael Baker to aid the Department in its efforts to maintain the existing CAD system. The consulting services provided by Mr. Baker are crucial for the Department while the LAFD identifies a replacement CAD to integrate with all of its emergency related systems.

Mr. Baker is a well known expert in the field of CAD environments. Mr. Baker's past work experience with the City of Los Angeles and ITA in 2008-2009 with the LAFD's existing CAD system provides an expertise that cannot be obtained anywhere else in the short time frame required to complete the scope of work related to the CAD. For this reason, the LAFD proposes to enter into a revised sole-source agreement with Mr. Baker to provide the LAFD with the necessary technical support of the LAFD CAD and its related systems.

RECOMMENDATION(S)

That the Board:

1. Authorize the Fire Chief, subject to the approval of the Mayor, to execute the proposed agreement with Mr. Michael Baker.
2. Forward this amendment to the Mayor's Office in accordance with Mayor's Executive Directive No. 3 (Villaraigosa series).

FISCAL IMPACT

The proposed draft agreement provides in an amount not to exceed \$200,000. Funds in this amount were included in the FY 2013-14 adopted Budget for CAD Consulting.

CONCLUSION

The LAFD requires this proposed agreement to continue its efforts to improve public safety operations in the City. 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

DRAFT

AGREEMENT NO. _____

**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") with reference to the following:

WHEREAS, the CITY, through the management and control of its Fire Chief, desires to further the progress the Department has made towards improving its Computer Aided Dispatch (CAD) system; and

WHEREAS, in order to enhance the LAFD's existing CAD and migrate to a new CAD, if necessary, CONSULTANT's services will be required from time to time; and

WHEREAS, CONSULTANT has developed a thorough and detailed understanding of the LAFD's CAD system through years of performing systems design and programming required to develop and maintain the LAFD'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 CONSULTANT 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 two years from the date of execution, unless earlier performed, terminated or extended by the parties.

B. SCOPE OF SERVICES

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. TASK ORDER LIST

- a) Development and Integration of the modernized CAD interface into the current Fire 911 dispatch system.
 - 1) Redesign the CAD interface, to a more modern interactive tool
 - Functional Design and diagram of the overall Client CAD.
 - Deliverable #1: Due on October 31, 2013. Compensation is \$32,000.00.
 - 2) Redesign the call processing interface to a more modern and faster interface
 - Functional Design and architectural diagram and documentation on the new ways of doing call processing, including address validation, 9-1-1 call entry (ANI/ALI), Pending and managing the dispatch queue.
 - Deliverable #2: Consultant shall have working code on the test-bed by November 15, 2013. Compensation is \$8,000.00.
 - 3) Redesign Access Authorization processing
 - Functional design and architectural diagram and documentation on the new ways of doing On/OFF, Access Display, Modify access and Chief Roster.
 - Deliverable #3: Consultant shall have working code on the test-bed by November 30, 2013. Compensation is \$12,000.00.
 - 4) Redesign the messaging aspect of the CAD to a modern and interactive mechanism,
 - Functional Design and architectural diagram and documentation including code on the test bed for Bulletin, Acknowledge, Broadcast, Help File, ON Pages, Clear (End DCN Connection), TELE (Open DCN Connection with Optional Reporting).
 - Deliverable #4: Consultant shall have working code on the test-bed by December 15, 2013. Compensation is \$8,000.00.
 - 5) Redesign support for special dispatching

- Functional Design and architectural diagram and documentation including code on the test bed for Temporary Situations, Brush Processing, Degraded Modes, High Volume Incidents, and Tactical Areas.
- Deliverable #5: Consultant shall have working code on the test-bed by January 15, 2014. Compensation is \$16,000.00.
- 6) Redesign Incident History File
 - Functional Design and architectural diagram and documentation including code on the test bed for Incident History.
 - Deliverable #6: Consultant shall have working code on the test-bed by February 15, 2014. Compensation is \$16,000.00.
- 7) Redesign support for supplemental incident information
 - Functional Design and architectural diagram and documentation including code on the test bed for closest resources, auto-aid, incident timers, river processing, and channels.
 - Deliverable #7: Consultant shall have working code on the test-bed by March 15, 2014. Compensation is \$20,000.00.
- 8) Redesign support for vehicle management
 - Functional Design and architectural diagram and documentation including code on the test bed for physical unit management.
 - Deliverable #8: Consultant shall have working code on the test-bed by April 15, 2014. Compensation is \$20,000.00.
- 9) Redesign support for street lookup and default assignments
 - Functional Design and architectural diagram and documentation including code on the test bed.
 - Deliverable #9: Consultant shall have working code on the test-bed by May 1, 2014. Compensation is \$12,000.00.
- 10) Redesign support for system management and operation
 - Functional Design and architectural diagram and documentation including code on the test bed for management summaries, move-ups, reporting and system control.
 - Deliverable #10: Consultant shall have working code on the test-bed by June 15 2014 Compensation is \$36,000.00.
- 11) Implementation of the new CAD client and call processing modules.
 Deliverable #11: Consultant shall have modules implemented by June 28, 2014. There is no compensation for this deliverable.
- b) Technical training for the development of the new CAD interface
 - 1) Consultant shall provide walk through classes with the LAFD and ITA support staff
 - 2) Consultant shall provide training to ITA developers on the new architecture
 - 3) Consultant shall distribute development tasks under proper supervision in order to ensure proper development skills for ITA staff
 - 4) Consultant shall handoff developed code to LAFD and ITA support staff
 - 5) Compensation for training is inclusive of the costs identified in the various deliverable identified in this Agreement.

- c) Documentation for the functional requirements, technical design and architecture of the new CAD interface.
 - 1) Consultant shall complete Architectural diagram
 - 2) Consultant shall provide documentation on the new architecture
 - 3) Consultant shall provide documentation on the new developed interface
 - 4) Deliverable #12 is due by June 30, 2014. Compensation is \$20,000.00.

Subject to additional funding as approved by the City Council, the following items are included as part of the technical consultation required from Consultant, and the deliverables may be obtained from Consultant or through other vendor(s) under other Agreement(s). Consultant may be part of the team for the architectural approach for the CAD to interface other tools properly. The process of the architectural design and consult is expected to be completed in FY2013-14 and FY2014-15, however the deliverables may not be measurable until the modified code and upgraded CAD is available for testing and implementation in the following fiscal years, FY2014-2015 or FY2015-16. These items, if required, shall be provided by amendment to this agreement.

- d) Architectural design for the integration of the new MAP system
 - Architectural approach and design for MAP integration into the CAD system
- e) Architectural design for the integration of the new AVL system
 - Architectural approach and design for the AVL integration into the CAD system
- f) Architectural design for the integration of the new FSAS system
 - Architectural approach and design of the integration of a chosen FSAS solution
- g) Architectural design for the replacement of address validation in the existing CAD with a GIS based validation
 - Architectural and design approach to the integration of Address validation through the GIS system
- h) Architectural design and assessment of the current Unit Assignment and dispatch process for the replacement of a GIS based dispatch
 - Architectural approach and design of the Unit Assignment processing replacement in the CAD.

2. WRITTEN APPROVAL REQUIRED

Before services are provided to the LAFD or any CITY department, CONSULTANT must first receive written approval to proceed from the LAFD. The Written Approval must include a detailed Statement of Work identifying the specific deliverable(s) required consistent with this agreement, including the compensation required upon receipt of an approved deliverable. CONSULTANT

shall not exceed the approved scope or budget for any project, nor shall the CITY be liable for any work or charges exceeding the approved scope or budget unless prior written approval from the Fire Chief is obtained modifying the scope or budget of the project.

3. QUARTERLY EXPENDITURE/PROGRESS REPORTS

Within five (5) business days of the beginning of each quarter (i.e. January 1st, April 1st, July 1st, and October 1st), CONSULTANT shall provide LAFD Financial Services Division Chief Management Analyst a written report summarizing the total charges to the LAFD under this Agreement, from the beginning date of performance under this Agreement to, and including, the most recent invoice sent to the LAFD. CONSULTANT's expenditure reports shall identify all projects currently being worked on, the LAFD-approved budget(s) for the project(s) and the current status of the project(s). The CONSULTANT's expenditure reports must also include a summary of the total charges, past and present, on each task order included under the terms of this Agreement.

4. GENERAL ASSISTANCE

CONSULTANT shall be available to aid the LAFD and ITA in evaluation of proposed applications the Department desires to integrate with its existing CAD system. This element of performance is among those that may be performed remotely, unless agreed otherwise.

5. 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, as 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 (ITA).
- f) CONSULTANT is required to provide the CITY with an extensive amount of information in the performance of this Agreement. CONSULTANT shall formally document all elements of information required, to the extent possible, in writing.

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

CONSULTANT shall perform the requested services, as outlined in Section B. Scope of Services. The parties agree that the amounts for each Task Order listed are 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 shall not exceed Two Hundred Thousand Dollars (\$200,000) for complete and satisfactory performance of the terms of this Agreement, unless otherwise amended by the parties and subject to additional funding authorized by the City Council. 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 prior to payment.

E. PAYMENT

1. Invoices

CONSULTANT shall submit invoices to the CITY as agreed upon deliverables, in whole or in part if so agreed, are completed.

Payment of invoices shall be subject to approval by the LAFD. No payment shall be made for any incidental expense.

CONSULTANT's invoices must conform to CITY standards and include, at a minimum, the following information:

- a) Name and address of CONSULTANT;
- b) Name and address of the CITY department being billed;
- c) Date of the invoice and the period covered;
- d) Reference to the contract number for this Contract;
- e) Reference to the LAFD Written Approval (including the approved project budget) and the Statement of Work authorizing the work performed by CONSULTANT;
- f) Description of the services performed and the amount due for the services;
- g) Name(s) of all CONSULTANT's personnel performing the services for the CITY, the number of hours worked for each person, and the hourly rate for each person;
- h) Payment terms, total due and due date;

- i) Certification by a duly authorized officer;
- j) Remittance Address (if different from CONSULTANT's address);
- k) CONSULTANT's State of California Sales and Use Tax Permit Number; and
- l) CONSULTANT's City of Los Angeles Business Tax Registration Certificate Number.

All invoices shall be submitted on CONSULTANT's letterhead, contain CONSULTANT's official logo, or contain other unique and identifying information such as name and address of CONSULTANT. Evidence that tasks have been completed, in the form of a report, brochure, computer printout or photograph, shall be attached to all invoices. Invoices shall be submitted within 30 days of performance of services. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the LAFD Project Manager.

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of CONSULTANT. The CITY will not compensate CONSULTANT for any costs incurred for invoice preparation. The CITY may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The CITY reserves the right to request additional supporting documentation to substantiate costs at any time.

Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any CITY office or department, and approve demands before they are drawn on the Treasury.

2. Total Contract Expenditure

The CITY's total obligation under this Agreement shall not exceed \$200,000 (Two Hundred Thousand Dollars) in FY2013-14. The CONSULTANT further understands and agrees that execution of this Agreement does not guarantee that the Task Order List provided may not be limited during the term of this agreement. The CONSULTANT understands and agrees the Task Order List may only be expanded by written amendment to this Agreement and as agreed to by the Parties.

F. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONSULTANT

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 CONSULTANT 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. CONSULTANT agrees that any services provided by CONSULTANT, purchases made by CONSULTANT or expenses incurred by CONSULTANT 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. CONSULTANT 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.

G. 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 CONSULTANT at any time, present or future, without the expressed written permission of the LAFD.

H. 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.

I. 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.

J. 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

K. 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 CONSULTANT

Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the CONSULTANT's subsequent CONSULTANT 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.

L. 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.)

M. 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.

N. 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 eleven (11) 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: _____

For: THE CITY OF LOS ANGELES

By: _____

Brian L. Cummings
Fire Chief
Los Angeles Fire Department

DATE: _____

For: MICHAEL BAKER

By: _____

Michael Baker
CONSULTANT

Approved as to Form:
MICHAEL N. FEUER, CITY Attorney

ATTEST:
HOLLY L. WOCOTT, Interim City Clerk

By: _____

Laurel L. Lightner
Assistant CITY Attorney

By: _____

Deputy CITY Clerk

DATE: _____

DATE: _____

Agreement Number: _____