

LOS ANGELES FIRE DEPARTMENT



JAMES G. FEATHERSTONE
ACTING FIRE CHIEF

November 4, 2013

BOARD OF FIRE COMMISSIONERS
FILE NO. 13-132

TO: Board of Fire Commissioners

FROM: James G. Featherstone, Acting Fire Chief

SUBJECT: AUTHORIZATION TO EXECUTE A SOLE SOURCE CONTRACT WITH
THE INTERNATIONAL CODE COUNCIL TO PRODUCE THE OFFICIAL
CITY OF LOS ANGELES FIRE CODE BASED ON THE CALIFORNIA
FIRE CODE

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 Withdrawn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

The Fire Department requests approval to amend an unexecuted agreement (see attachment) with the International Code Council (ICC) that was previously approved by the Board of Fire Commissioners on February, 19, 2013, subject to approval by the City Attorney. The Board previously approved this on February 15, 2013, and authorized the Fire Chief to execute a sole source contract with the ICC for \$38,269.09 to produce copies of the 2012 Official City of Los Angeles Fire Code with California Amendments (OCLFCA). City Council approved and authorized the Fire Chief to execute this agreement to provide services in connection with the production of the 2012 OCLFCA. The next California Code adoption cycle implementation that coincides with the City Attorney's draft of the new Fire Code is 2014. The agreement for the purchase of copies of the new Fire Code could not be executed until the City Attorney's Office drafted the new code.

RECOMMENDATION

That the Board:

1. Authorize the Fire Chief, subject to City Council approval, to execute a new agreement, subject to City Attorney approval, with ICC to provide services related to the production of the new official Los Angeles Fire Code.

FISCAL IMPACT

City Council previously approved expending up to \$39,000 from the Construction Services Trust Fund to fund this agreement and those funds are still available. The Department anticipates approximately an 11% increase in production costs for the 2014 Fire Code Amendments, bringing the total to \$43,290. There are sufficient funds in the Construction Services Trust Fund to finance this request.

DISCUSSION

On July 11, 2012, the Board of Fire Commissioners approved the adoption of the Model International Fire Code/California Fire Code with Los Angeles City Amendments. The International Codes are designed to be adopted with the inclusion of the Amendments adopted by the California Fire Code, with the inclusion of specific Los Angeles City Amendments. In January of 2013 the California Building Standards Commission, the State commission responsible for establishing building standards, with input from the Office of the State Fire Marshal, Office of Statewide Health Planning and Development, Division of the State Architect, Department of Housing and Community Development, as well as other state agencies, adopted the 2013 California Fire Code with an effective date of January 1, 2014. The California Building Standards Commission has determined that several sections of the International Fire Code meet the definition as building standards and therefore have included those sections in Title 24 Part 9, of the California Building Code. The new Official City of Los Angeles Fire Code with California Amendments will be based upon these Amendments and the International Fire Code.

On April 25, 2013 City Council requested that the City Attorney draft an ordinance to the Los Angeles Municipal Code (L.A.M.C.), Chapter 5, Article 7, to replace the current Los Angeles Fire Code with the "2012 Official City of Los Angeles Fire Code Amendments" to be adopted as the "Los Angeles Fire Code." The City Attorney has determined that the ordinance must be drafted with the current California Amendments which are those adopted January 2013 and effective January 1, 2014.

The ICC is the sole-source provider for editing and publishing the California Fire Code and will be responsible for publishing, typesetting, editing, proofing, graphic design, printing and distribution of the Official City of Los Angeles Fire Amendments. In addition to the publishing services, the ICC will provide the Fire Department with deliverables including electronic and hard copies of the new Fire Code and free public access.

CONCLUSION

As the Fire Department migrates from the old fire code to the new Official City of Los Angeles Fire Code with California Amendments, there is a need for editing and publishing of the new Fire Code. The Department seeks to modify their previously approved contract with ICC to reflect the Amendments effective 2014 rather than 2012 and to increase the amount of the agreement to reflect the increased costs of editing and publishing cost through ICC.

Board Report prepared by Scott Miller, Commander, Valley Public Safety Unit, Bureau of Fire Prevention and Public Safety.

Attachment

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 its Los Angeles Fire Department (hereinafter referred to as "LAFD"), and the International Code Council (hereinafter referred to as "ICC") with reference to the following:

WHEREAS, The LAFD is in the process of adopting by ordinance the Official City of Los Angeles Fire Code Amendments to the State of California Fire Code; and

WHEREAS, the LAFD desires ICC to produce and deliver the 2014 Official City of Los Angeles Fire Code Amendments to the State of California Fire Code; and

WHEREAS, the LAFD utilizes materials created and procured by ICC, including the State of California Fire Code for its Official City of Los Angeles Fire Code Amendments; and

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

- A. ICC shall be responsible for publishing, typesetting, editing, proofing, graphic designing, printing and distributing the 2014 Official City of Los Angeles Fire Code Amendments. The 2014 Official City of Los Angeles Fire Code Amendments, which is a copyrighted document by the City of Los Angeles, and which is based on the 2013 California Fire Code, which comprises of copyrighted

materials created by the State of California and ICC, and is published solely by the ICC.

- B. The 2014 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:
 - i. Deliver to City of Los Angeles twenty-five (25): custom City of Los Angeles 3-ring binder; printed copies of the 2014 Official City of Los Angeles Fire Code Amendments printed as a seven-hole (7-hole) drilled filler and shrink-wrapped in one package; and 2013 California Fire Code (CFC) fillers.
 - ii. Deliver to City of Los Angeles 200 PDF CD-ROMs containing the 2014 Official City of Los Angeles Fire Code Amendments fully integrated with the 2013 California Fire Code.
 - a. 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 computer system in PDF format.
 - b. City of Los Angeles understands that the content of this PDF shall not be commercially 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, including but not limited to the plan check review process and permits issued by the LAFD, as well as make the PDF available on and through the official LAFD website (www.LAFD.org).
 - c. ICC shall make the 2014 Official City of Los Angeles Fire Code Amendments available to the public in PDF, at no charge to the viewer, at a designated website address by ICC's choosing, and agreed to by the LAFD, and maintain such access for a period of not less than 3 years. ICC agrees the LAFD may create links on its websites that point the public to the ICC website that contains the 2014 Official City of Los Angeles Fire Code Amendments and the 2013 California Fire Code.
- D. ICC shall, on behalf of City of Los Angeles, act in the capacity of distributor of the 2014 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 2014 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 2014 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, in lieu of annual compensation to the City of Los Angeles for its intellectual property, extend a price discount of 2% of the contract price to the City.
- H. The LAFD may, after review and with written approval, allow ICC to insert a marketing piece in the 2014 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 in accordance with Table 1. Cost Breakdown, for all of the services and deliverables mentioned in this agreement. The breakdown is as follows:

Table 1: Cost Breakdown

Description	Costs
Publishing Services for the 2012 City of Los Angeles Fire Code Amendments <i>*see Section 2.A for full detail of publishing services</i>	\$9,000.00
2014 Official City of Los Angeles Fire Code Amendments (25 sets)	\$625.00
2014 City of Los Angeles Fire Code Binders (25 Binders)	\$750.00
2013 CA Fire Code Filler (25 sets)	\$2,450.00
2014 Official City of Los Angeles Fire Code Amendments (PDF) on CD (200 sets)	\$13,680.00
Free Public Access web site <i>* see Section 2.C.ii.c for details</i>	\$13,000.00
Shipping and Handling Charges	\$696.00
Sales Tax (9%)	\$3,555.45
Subtotal	\$43,756.45
2% Discount	- \$790.10
Total	\$42,966.35

- B. ICC shall invoice City of City of Los Angeles for services upon completion and delivery of each deliverable to the LAFD. Invoice(s) shall be payable net 30 days of the delivery of each deliverable.
- 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. INVOICES

ICC 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.

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

- a. Name and address of ICC;
- b. Name and address of the CITY department being billed;
- c. Date of the invoice and the deliverable provided;
- d. Reference to the contract number for this Contract;
- e. Description of the services performed and the amount due for the services;
- f. Payment terms, total due and due date;
- g. Certification by a duly authorized officer;
- h. Remittance Address (if different from ICC's address);
- i. ICC's State of California Sales and Use Tax Permit Number; and
- j. ICC's City of Los Angeles Business Tax Registration Certificate Number.

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

Invoices and supporting documentation shall be prepared at the sole expense and responsibility of ICC. The CITY will not compensate ICC 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.

5. LICENSES GRANTED

- A. The LAFD and City hereby grant ICC an exclusive, revocable license and right to ICC to publish, distribute and sell the 2014 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:
 - i. City Seal;
 - ii. "2014 Official City of Los Angeles Fire Code Amendments (and City Seal)"
- C. All rights not expressly granted are reserved by the City.

6. 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 2014 Official City of Los Angeles Fire Code Amendments including all copyrights, trademarks, patents or other proprietary rights in the 2014 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.

7. NOTICES

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

Acting Fire Chief James G. Featherstone
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:

Mark A. Johnson,
Executive Vice President &
Director of Business Development
International Code Council
5360 Workman Mill Road
Whittier, California 90601

8. 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.

9. 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)

- Draft -

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:

JAMES G. FEATHERSTONE
Acting Fire Chief
Los Angeles Fire Department

Dated:

For: ICC

By: _____

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

ATTEST:
HOLLY L. WOLCOTT, Interim City Clerk

By:

By:

Anthony-Paul Diaz
Deputy City Attorney

Deputy City Clerk

Date:

Date: