

April 22, 2014

# LOS ANGELES FIRE DEPARTMENT



JAMES G. FEATHERSTONE  
INTERIM FIRE CHIEF

March 27, 2014

BOARD OF FIRE COMMISSIONERS  
FILE NO. 14-039

TO: Board of Fire Commissioners

FROM: James G. Featherstone, Interim Fire Chief

SUBJECT: PROFESSIONAL SERVICES CONTRACT – ADASHI SYSTEMS, LLC.

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 Withdrawn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

In FY2009-10, the Mayor and City Council provided \$400,000 for the procurement and installation of Automatic Vehicle Location (AVL) hardware and software to achieve three primary goals: 1) enable the Los Angeles Fire Department (LAFD) to further develop its existing AVL platform to better track field resources using a Global Positioning System, 2) enable the LAFD to better deploy resources, and 3) reduce the response times of LAFD resources.

In FY2009-10, the LAFD entered into Agreement No. C-118836 with OptiMetrics, Incorporated (OptiMetrics) to install hardware and software (previously procured) and integrate these with the LAFD's Dispatch Center. The original Agreement was for \$204,812.77, with the work to be completed in phases. The Agreement was amended in FY2011-12 to extend the term due to delays and scheduling conflicts between the LAFD's movement of its Dispatch Center and availability of OptiMetrics staff.

During the term of the Agreement, the ownership of OptiMetrics changed to Adashi Systems, LLC (Adashi). The Second Amendment to the Agreement reflects the ownership change.

The attached Second Amendment to C-118836 is a requirement of the Controller's Office for the LAFD to close out this Agreement and to pay the remaining invoice.

The attached Amendment has been reviewed and approved as to form and legality by the Office of the City Attorney.

### **RECOMMENDATIONS**

That the Board:

1. Approve the Second Amendment with Adashi to provide software installation and integration services for the AVL project.
2. Forward this Amendment to the City Administrative Officer in accordance with Executive Directive No. 3, "Executive Review and Approval of Departmental Requests for Regular and Semi-Proprietary Departments."
3. Authorize the Fire Chief, subject to the approval of the Mayor, to execute the attached Second Amendment to Agreement C-118836 with Adashi to formalize the change in ownership from OptiMetrics to Adashi.

### **FISCAL IMPACT**

The attached Agreement reflects the change in ownership of the firm under Agreement No. C-118836. The amount owed is \$51,202.77 and covers the final integration of hardware and software. Funds are available in the LAFD FY2013-14 budget to cover this expense.

Board Report prepared by William Jones, Senior Management Analyst II, Administrative Services Bureau.

Attachment

# DRAFT

AGREEMENT NO. C-118836-2

## AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND ADASHI SYSTEMS, LLC

This Second Amendment to Agreement No. C-118836 (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 OptiMetrics, Inc., a Michigan corporation (hereinafter referred to as "CONTRACTOR") with reference to the following:

**WHEREAS**, the CITY previously purchased hardware and Adashi First Response software (hereinafter referred to as Software) from CONTRACTOR for first responders; and

**WHEREAS**, the Software is proprietary to the CONTRACTOR and LAFD currently licenses CONTRACTOR's software for use by its command personnel; and

**WHEREAS**, the CONTRACTOR (OptiMetrics, Inc.) during the course of the original contract (Agreement No. C-118836) term, sold the business to Adashi Systems, LLC, a Maryland Corporation; and

**WHEREAS**, the amendment reflecting the change in ownership of the firm is required to release final payments due to the firm for goods and services received; and

**WHEREAS**, CONTRACTOR is the author and sole source provider of all Adashi First Response software products; and

**WHEREAS**, CONTRACTOR software product source code is proprietary and is not available to any third parties. CONTRACTOR is; therefore, uniquely qualified to perform this effort; CONTRACTOR is the only source capable of providing Adashi software integration and customization services; and

**WHEREAS**, the LAFD required the assistance from CONTRACTOR to provide such services as software integration and to optimize the operational utility and effectiveness of the software; and

**WHEREAS**, funds for this activity are available in the FY2013-14 Adopted Budget; and

**WHEREAS**, the consulting services provided are temporary and 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 a CONTRACTOR on an as-needed basis; and

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

**NOW, THEREFORE**, the Parties agree to amend the following terms in Agreement No. C-118836, and subsequent amendments:

## **1. PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **1.1. Parties to the Agreement**

The Parties to this Agreement are:

- a. The CITY, by and through the LAFD, having its principal office at 200 North Main Street, Room 1800, Los Angeles California 90012

CONTRACTOR, having its principal office at 101 North Haven Street, Suite 301, Baltimore, Maryland 21224.

### **1.2. Representatives of the Parties**

The representatives of the Parties who are authorized to administer this Agreement and to whom formal notices, demands, and communications shall be given are as follows:

- a. The CITY's representative is, unless otherwise stated in the Agreement:

James G. Featherstone, Interim Fire Chief  
Los Angeles Fire Department  
200 N. Main Street, Room 1800  
Los Angeles, California 90012  
(213) 978-3838 (Office)  
(213) 978-3814 (Fax)

and

Bill Jones  
Los Angeles Fire Department  
200 N. Main Street, Room 1630  
Los Angeles, California 90012  
(213) 978-3731 (Office)  
(213) 978-3414 (Fax)

- b. The CONTRACTOR's representative is, unless otherwise stated in the Agreement:

Alex Menkes, CEO  
Adashi Systems, LLC.  
101 North Haven Street, Suite 301  
Baltimore, Maryland 21224  
(443) 253-8952 [direct]  
(877) 563-9980 [company]

All other terms and conditions remain unchanged.

(Signature Page to Follow)

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  
Interim Fire Chief  
Los Angeles LAFD

Dated: \_\_\_\_\_

For: Adashi Systems, LLC

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

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

ATTEST:  
HOLLY L. WOLCOTT, Interim City Clerk

By: \_\_\_\_\_  
Anthony-Paul Diaz  
Deputy City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Agreement Number: C-118836-2