RALPH M. TERRAZAS FIRE CHIEF

December 7, 2015

BOARD OF FIRE COMMISSIONERS FILE NO. 15-134

TO:

Board of Fire Commissioners

FROM:

^MRalph M. Terrazas, Fire Chief

SUBJECT:

PROFESSIONAL SERVICES CONTRACT - JUSTICE & SECURITY

STRATEGIES, INC.

				_
FINAL ACTION:	_ Approved	Approved w/Corrections	Withdrawn	
	_ Denied	Received & Filed	Other	

SUMMARY

On July 9, 2014, the Los Angeles Fire Department (LAFD) executed the First Amendment to the Agreement with Justice & Security Strategies, Inc. (JSS) to increase the contract amount to not exceed \$94,995, and extend the contract term through June 30, 2015. The amendment enabled the LAFD to continue to obtain technical advice on FireStatLA related issues, and for JSS to conduct analyses and validation of various data sets.

Since expiration of the First Amendment on June 30, 2015, the LAFD has determined that supplemental technical services from JSS are required to ensure that the data used for performance metrics as part of the FireStatLA and other purposes will be valid and reliable. The First Supplemental Agreement increases the contract amount to not exceed \$144,995 (\$50,000 increase over the First Amendment), and extends the contract term through November 7, 2016.

RECOMMENDATIONS

That the Board:

- 1. Authorize the Fire Chief to enter into the First Supplemental Agreement with Justice & Security Strategies, Inc., subject to approval by the Mayor, and approval as to form by the City Attorney.
- 2. Forward the Agreement to the Mayor's Office in accordance with Executive Directive 3.

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FISCAL IMPACT

The FY 2015-16 Fire Department Contractual Services Account will provide funding of \$50,000 for the Supplemental Agreement with Justice & Security Strategies, Inc. through November 7, 2016 to provide technical, analytical and validation support for the FireStatLA and other data-related LAFD projects.

Board report prepared by June Gibson, Fire Administrator, Administrative Services Bureau.

Attachment:

First Supplemental Agreement with Justice & Security Strategies, Inc.

FIRST SUPPLEMENTAL AGREEMENT TO CONTRACT NUMBER C-123241 BETWEEN THE CITY OF LOS ANGELES AND JUSTICE AND SECURITY STRATEGIES, INC.

This First Supplemental Agreement to Contract Number C-123241 is entered into by and between the City of Los Angeles, a municipal corporation (hereinafter referred to as "City") and the Los Angeles Fire Department (hereinafter referred to as "Fire Department" or "LAFD"), and Justice Security Strategies, Inc. (hereinafter referred to as "Consultant" or "Contractor").

WHEREAS, the City and Consultant entered into Contract Number C-123241 effective November 8, 2013 ("Agreement") to develop an implementation plan for the FireStatLA program; and

WHEREAS, the Agreement expired on June 30, 2015; and

WHEREAS, Consultant analyzed Fire Department data to determine their reliability and validity in recommending performance measures to be used in FireStatLA; and

WHEREAS, the City requires the continued services of Consultant to provide technical advice for FireStatLA implementation, to conduct validation of data and to develop performance measures.

NOW, THEREFORE, the parties hereby mutually agree to supplement the Agreement as follows:

Contract Number C-123241 is attached hereto as Exhibit 1 and is incorporated herein by this reference. The terms and conditions of Contract No. 123241shall be the terms and conditions of this Supplemental Agreement, except as expressly modified below:

- 1. TERM OF AGREEMENT is hereby amended to extend the termination date to November 7, 2016. Said term is subject to the termination provision herein.
- 2. SCOPE OF SERVICES, paragraph B, is hereby amended to replace and add the following subsections:
 - a. Consultant will analyze data from Fire Department data bases using appropriate methods to validate work conducted by the LAFD and other contractors for reliability and validity. LAFD will provide Consultant with access to all data requested and required to conduct analyses in a timely and reasonable manner, as mutually agreed upon in advance of the analyses.

- b. Consultant will work with Fire Department officials and analysts to determine the appropriate modified threshold for outliers for travel time. Periodic reviews of outliers will also occur for both internal and external reporting.
- c. Consultant will discuss issues and review documents provided by representatives of the LAFD, elected officials and other contractors regarding methods and analyses of data, and performance metrics. Consultant will develop an annual analytic plan with representatives of the LAFD that includes updated goals, objectives and a variety of metrics and reports that LAFD can use for FireStatLA and for internal purposes.
- d. Consultant will provide independent and objective expertise on methods and analyses of data and performance metrics.
- e. Consultant will work with representatives of the LAFD, elected officials, and other contractors to review and validate charts, tables and graphics used to display data and LAFD performance metrics. LAFD will provide consultant with access to all data requested and required to conduct validation analyses in a timely and reasonable manner, as mutually agreed upon in advance of the analyses.
- f. Consultant will provide independent and objective advice upon request within reasonable and mutually agreed upon time frames and schedules.
- 3. DELIVERABLES, paragraph C, is hereby amended to replace and add Sections:
 - a. For data validation and analyses, Consultant will provide tables, charts, graphs, and written documentation to the LAFD. Reports will briefly describe the methodology and results of the validation.
 - b.
 - c. Consultant will be available by telephone and email, as needed and as appropriate, to provide technical advice.
- 4. COMPENSATION AND METHOD OF PAYMENT, paragraph E, is hereby amended as follows:

Consultant shall perform the requested services for an amount not to exceed \$144,995 for the complete and satisfactory terms of this Agreement. Consultant will submit monthly invoices for payment that includes the number of hours performed for each task by each principal, manager, statistician or analyst and specific detail of services provided for the period invoiced. The hourly rates for each of the aforementioned shall be as follows:

Dr. Craig Uchida (Principal Investigator) - \$150 per hour Shellie Solomon (Project Manager and Statistician) - \$90 per hour Mark Swatt (Senior Statistician) - \$60 per hour Alese Wooditch (Research Statistician) - \$50 per hour

Consultant will be reimbursed for travel related expenses to Los Angeles, as requested by the LAFD. Reimbursement will be for a maximum of two trips for two members of the Consultant team in an amount not to exceed \$4,500, which is inclusive of the maximum compensation of \$144,995. Expenses will include airfare, lodging, meals, and taxi fare. Reimbursement will be subject to receipt of documentation by LAFD of travel related expenses incurred.

The parties agree that the City will not provide any additional compensation for any of Consultant's costs associated with the performance of this Agreement, including but not limited to materials.

- 5. This First Supplemental Agreement contains the full and complete amendment to the Agreement between the parties. Except as amended by this First Amendment, all other terms and provisions of Contract C-123241 will remain in full force and effect. No verbal agreement or conversation with an officer or employee of either party will affect or modify any terms and conditions of the Agreement.
- 6. This First Supplemental Agreement is executed with four (4) originals, each of which is deemed to be an original. This Agreement includes four (4) 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: Ralph Terrazas, Fire Chief Los Angeles Fire Department
DATE:	For: JUSTICE & SECURITY STRATEGIES, INC.
	By: Dr. Craig Uchida, President
Approved as to Form: MICHAEL N. FEUER, City Attorney	Attest: HOLLY WOLCOTT, City Clerk
By: Laurel L. Lightner Assistant City Attorney	By:
DATE:	DATE:
Agreement Number:	