

September 5, 2017

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

August 23, 2017

BOARD OF FIRE COMMISSIONERS
FILE NO. 17-107

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH GIANT STEPS LAX, LLC, dba FUNDAMENTAL
DESIGN GROUP FOR WEBSITE SUPPORT AND MAINTENANCE
SERVICES FOR LAFD.ORG AND THE LAFD INTRANET

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 Withdrawn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 2014, the Fire Department's internal and external websites underwent a major upgrade and redesign to enhance functionality and improve user interface. Both sites serve as a valuable resource for the community and City personnel. LAFD.org provides the public with important safety alerts and fire prevention information and LAFD Intranet keeps Department personnel informed of the latest Departmental bulletins, announcements, training information, and administrative resources.

Upon the completion of the redesign, routine support and maintenance services had been provided by Lightray Productions through a pass-through agreement with SoftwareONE, Inc., that was administered by the Department of General Services. Lightray Productions ceased providing services to LAFD as of April 30, 2017. In order to ensure that the LAFD.org website and the LAFD intranet continued to function without interruption, Department staff negotiated with Giant Steps LAX, LLC, dba Fundamental Design Group to provide general administrative support for the Drupal web hosting platform and perform Americans with Disabilities Act (ADA) monthly audits as well as content and software updates. Giant Steps LAX, LLC, was qualified to provide these service as one of Giant Steps' principals was a project manager with Lightray Productions and was involved in the site redesign while the City's web hosting platform was being converted to Drupal.

Because it was critical to ensure the continued functionality of the LAFD.org website and the LAFD intranet without interruption, the Giant Steps LAX, LLC began providing support and maintenance services as of June 1, 2017. Attached for consideration by the Board of Fire Commissioners is an agreement with Giant Steps LAX, LLC, dba Fundamental Design Group to provide support and maintenance services for the

LAFD.org website and the LAFD Intranet from June 1, 2017, through December 31, 2017, with the option to renew, on a month-to-month basis through June 30, 2018. The option to renew would be exercisable at the sole discretion of the Fire Chief, subject to availability of funds and prior satisfactory performance of the contractor. The maximum compensation allowable for the entire term of the agreement, including monthly extensions, is \$75,000.

The Department's Information Technology Bureau (ITB) is evaluating the nature and level of support, including the required capabilities and capacity needed to support the LAFD websites. Personnel from ITB have been assigned to work with Giant Steps and by December 2017, ITB management will determine whether ITB personnel can support the sites or whether it will be necessary to undertake a competitive selection process to contract with an outside contractor.

RECOMMENDATIONS

That the Board:

1. Approve the attached Agreement between the City of Los Angeles (LAFD) and Giant Steps LAX, LLC, dba Fundamental Design Group for maintenance and support services related to the Department's internal and external websites.
2. Authorize the Fire Chief to execute the Agreement with Giant Steps LAX, LLC, dba Fundamental Design Group for an initial term of seven months from June 1, 2017 to December 30, 2017, with authority for the Fire Chief to continue the Agreement on a month-to-month basis through June 30, 2018, subject to availability of funds and satisfactory performance by the contractor.
3. Transmit the Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

FISCAL IMPACT

The Los Angeles Fire Department anticipates expending up to \$75,000 and has identified funds in the FY 2017-18 Contractual Services Account to cover the cost of services provided under the agreement, including services provided through to June 30, 2018, if the agreement is extended for the full six months allowable beyond the initial seven-month period.

Board report prepared by Scott Porter, Chief Information Officer, Information Technology Bureau Commander and Alicia Katano, Management Assistant, Administrative Services Bureau.

Attachment

AGREEMENT NO. _____

THE CITY OF LOS OF LOS ANGELES (LAFD)

AND

GIANT STEPS LAX, LLC, dba FUNDAMENTAL DESIGN GROUP

FOR

WEBSITE AND INTRANET SUPPORT AND MAINTENANCE SERVICES

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EXHIBIT B - STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)

AGREEMENT NO. _____
BETWEEN
THE CITY OF LOS OF LOS ANGELES (LAFD)
AND
GIANT STEPS LAX, LLC, dba FUNDAMENTAL DESIGN GROUP
FOR
WEBSITE AND INTRANET SUPPORT AND MAINTENANCE SERVICES

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 "Fire Department"), and Giant Steps LAX, LLC, dba Fundamental Design Group (hereinafter referred to as "Contractor"), with reference to the following:

WHEREAS, in 2014 the Fire Department launched an updated, redesigned and hosted LAFD.org website system, which includes the LAFD.org website and the LAFD Intranet; and

WHEREAS, the LAFD.org website has become the main resource for the community and City personnel to quickly and easily navigate the site to find important information about the Fire Department and the LAFD Intranet keeps Fire Department personnel informed of the latest Departmental bulletins, announcements, training information, and administrative resources; and

WHEREAS, having qualified technical support to provide proper support and maintenance of the website system, and enhancements as needed, is critical to ensuring its availability to users upon demand; and

WHEREAS, the Fire Department's former website and intranet support and maintenance provider ceased providing services as of April 30, 2017; and

WHEREAS, it is necessary for the Fire Department to obtain technical and professional services on an expedited basis in order to support and maintain the website system through a short-term contract with a new contractor, while the Fire Department determines if it can support the sites itself or if it will be necessary to undertake a competitive selection process to select a contractor to provide the services on a longer-term basis; and

WHEREAS, the Contractor has the necessary expertise and experience to provide the required services in that certain Contractor personnel were involved in the update, design, service and maintenance of the sites by the prior service provider; and

WHEREAS, the technical and professional services to be performed are of a temporary character for which the Fire Department finds that competitive bidding is not practical or advantageous, pursuant to Los Angeles City Charter Section 371.

NOW, THEREFORE, the City and the Contractor agree as follows:

1.0 PARTIES TO THE AGREEMENT AND REPRESENTATION

1.1 Parties to the Agreement

The parties to the Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California, 90012, acting by and through its Fire Department, having its principal office at 200 North Main Street, 18th Floor, Los Angeles, California 90012.
- B. Contractor – Giant Steps LAX, LLC, dba Fundamental Design Group, having its principal office at 2017 Pacific Avenue, 2nd floor, Venice, California 90291.

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 will be given are as follows:

- A. The City's representative is, unless otherwise stated in the Agreement:

Ralph M. Terrazas, Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, California 90012

With copies to:

Scott B. Porter, Chief Information Officer
Los Angeles Fire Department
200 North Main Street, Room 1640
Los Angeles, California 90012

B. The Contractor's representative is, unless otherwise stated in the Agreement:

Jessica Robins Thompson, Member
Giant Steps LAX, LLC, dba Fundamental Design Group
2017 Pacific Avenue, 2nd floor
Venice, California 90291
(310) 804-9364

1.3 Notices

Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal deliver or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

2.0 TERM OF AGREEMENT

3.1 The term of this Agreement shall commence on June 1, 2017, and will terminate December 31, 2017, with the option for the City, at its sole discretion, to continue the contract on a month-to-month basis through June 30, 2018. Exercising each option to extend on a month-to-month basis is at the sole discretion of the Fire Chief. Each monthly option to extend shall be exercised by a letter to the Contractor, signed by the Fire Chief, subject to availability of funds.

3.2 Due to the need for the services to be provided on an urgent basis in order to ensure that the Fire Department's website and intranet remained functional, the Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed satisfactorily, in accordance with the City's request and with the terms and conditions of this Agreement, those services are hereby ratified. The City acknowledges its obligation to pay for said services and the Contractor acknowledges that all terms and conditions of this Agreement were in effect as of June 1, 2017.

3.0 SERVICES TO BE PROVIDED BY THE CONTRACTOR

3.1 Part I - On-Going Support and Maintenance Services

The Contractor shall provide on-going support and maintenance services for the LAFD.org website and the LAFD Intranet as described in Part I of Exhibit A - Scope of Services, attached hereto.

3.2 Part II – Additional As-Needed Services

The Contractor shall provide additional as-needed services for enhancements as described in Part II of Exhibit A - Scope of Services, attached hereto. Said additional as-needed services must be pre-approved in writing by the Fire Department prior to the Contractor commencing to provide the services.

4.0 COMPENSATION

4.1 Part I: On-Going Support and Maintenance Services

The City will pay the Contractor for satisfactory performance of services on on-going support and maintenance services, based on the fixed fees specified in Part I of Exhibit B – Fee Schedule, attached hereto.

4.2 Part II: Additional As-Needed Services

The City will pay the Contractor for satisfactory performance of additional as-needed services that are pre-approved in writing by the Fire Department, based on the hourly rates specified in Part II of Exhibit B – Fee Schedule, attached hereto.

4.3 Maximum Compensation

- a. The maximum compensation to be paid to the Contractor for Part I and Part II services for the entire term of this Agreement, including any monthly extensions beyond December 31, 2017, may not exceed Seventy-Five Thousand Dollars (\$75,000).
- b. In order to ensure that the cost of services provided do not exceed the maximum compensation allowed, the Contractor shall inform the Fire Department in writing at such time as the Contractor has provided services for which cumulative compensation would amount to seventy-five percent (75%) of the maximum allowable compensation stated in Subsection a, above.

4.4 The Contractor shall submit monthly invoices to:

Scott B. Porter, Chief Information Officer
Los Angeles Fire Department
200 North Main Street, Room 1640
Los Angeles, California 90012

The invoice must contain the following:

- a. Name and address of company or firm;
- b. Name and address of the Fire Department;
- c. Date of the invoice and period covered;
- d. Reference to contract number;
- e. Description of completed task and amount due for the task;
- f. Copy of invoices and payments to third parties, if any;
- g. Payment terms, total due, and due date;
- h. Certification by a duly authorized officer of the Contractor;
- i. Discounts and terms (if applicable);
- j. Remittance address (if different from company address); and
- k. *Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.*

5.0 NON-EXCLUSIVE

The Fire Department and the Contractor understand and agree that this is a non-exclusive Agreement to provide services to the Fire Department and that the Fire Department reserves the right to enter into agreement with other consultants to provide similar services during the term of this Agreement.

6.0 STANDARD PROVISIONS

By entering into this Agreement with the City, the Contractor agrees to abide by the Standard Provisions for City Contracts (Rev. 3/09), attached hereto and incorporated herein as Exhibit C, with the exception of the provisions numbered PCSs 27, 28 and 29, which are replaced by and superseded by the related provisions below.

7.0 NON-DISCRIMINATION

Notwithstanding any other provision of any ordinance of the City to the contrary, every agreement which is let, awarded or entered into with or on behalf of the City, shall contain by insertion therein a provision obligating the Contractor in the performance of such agreement not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All contractors who enter into such agreements with the City shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the City. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

8.0 EQUAL EMPLOYMENT PRACTICES

Every non-construction and construction Agreement with, or on behalf of, the City for which the consideration is \$1,000 or more shall contain the following provisions, which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such Agreement:

- A. During the performance of this Agreement, the Contractor agrees and represents that it will provide Equal Employment Practices and the Contractor and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. The Contractor agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor will, in all solicitations or advertisements for employees placed by, or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (hereinafter referred to as "DAA"), the Contractor shall certify in the specified format that he or she has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices

provisions of City Agreements. Upon request, the Contractor shall provide evidence that he or she has or will comply therewith.

- E. The failure of any Contractor to comply with the Equal Employment Practices provisions of this Agreement may be deemed to be a material breach of City Agreements. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has failed to comply with the Equal Employment Practices provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the City. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until the Contractor shall establish and carry out a program in conformance with the provisions hereof.
- G. Notwithstanding any other provision of this Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- H. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in City Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this Agreement, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish the Agreement compliance program.
- I. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.

- J. By affixing its signature on an Agreement that is subject to this article, the Contractor shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of City Agreements.
- K. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
 - 1. hiring practices;
 - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. training and promotional opportunities; and
 - 4. reasonable accommodations for persons with disabilities.
- L. All Contractors subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of City Ordinance No.184292. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

9.0 AFFIRMATIVE ACTION PROGRAM

Every non-construction and construction Contract with, or on behalf of, the City for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Agreement:

- A. During the performance of a City Agreement, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 3. The Contractor shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Agreements and, upon request, to provide evidence that it has or will comply therewith.
- E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Agreement. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.
- F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be

forwarded to and retained by the City. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of the Los Angeles Administrative Code. In the event of such determination, the Contractor shall be disqualified from being awarded an Agreement with the City for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

- G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Agreement, there may be deducted from the amount payable to the Contractor by the City under the Agreement, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Agreement.
- H. Notwithstanding any other provisions of a City Agreement, the City shall have any and all other remedies at law or in equity for any breach hereof.
- I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City Agreements, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this Agreement compliance program.
- J. Nothing contained in City Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. By affixing its signature to an Agreement that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Agreement. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

(a) Recruit and make efforts to obtain employees through:

- (i) Advertising employment opportunities in minority and other community news media or other publications;
- (ii) Notifying minority, women and other community organizations of employment opportunities;
- (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities;
- (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives;
- (v) Promoting after school and vacation employment opportunities for minority, women and other youth;
- (vi) Validating all job specifications, selection requirements, tests, etc.;
- (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker; and
- (viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

- (b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

- (c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
 - (d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.
 - (e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.
 - (f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.
 - (g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Agreements. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Agreements.
 - (h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:
 - (i) What steps were taken, how and on what date;
 - (ii) To whom those efforts were directed;
 - (iii) The responses received, from whom and when;
 - (iv) What other steps were taken or will be taken to comply and when; and
 - (v) Why the Contractor has been or will be unable to comply.
2. Every Agreement of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

- L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:
1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 2. Classroom preparation for the job when not apprenticeable;
 3. Pre-apprenticeship education and preparation;
 4. Upgrading training and opportunities;
 5. Encouraging the use of contractors, subcontractors and suppliers of all racial and ethnic groups; provided, however, that any Agreement subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
 6. The entry of qualified women, minority and all other journeymen into the industry; and the provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- N. This ordinance shall not confer upon the City or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Agreements.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Agreement with the City.

10.0 MUNICIPAL LOBBYING ORDINANCE

The Contractor is required to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if Contractors qualify as a lobbying entity under Los Angeles Municipal Code Section 48.02.

By submitting the Bidder Contribution Form CEC 50, the Contractor acknowledges and agrees to comply with the requirements of the Municipal Lobbying Ordinance, Los Angeles Municipal Code Section 48.02. Contractors who fail to comply with City Law may be subject to penalties, termination of contract and debarment.

11.0 CHARTER SECTION 470(c)(12)

Charter Section 470(c)(12) and related ordinances state that proposers may not make campaign contributions to and/or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit a proposal until either the contract is approved or, for successful proposers, 12 months after the contract is signed. The proposer's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising. By submitting the Prohibited Contributors Form CEC 55, as prescribed by the City Ethics Commission, the Contractor acknowledges and agrees to comply with the requirements of Charter Section 470(c)(12) and related ordinances. Proposers or contractors who fail to comply with City Law may be subject to penalties, termination of contract and debarment.

12.0 FIRST SOURCE HIRING ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants,

shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Contractors shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

13.0 IRAN CONTRACTING ACT OF 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

14.0 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.

15.0 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 sixteen (16) pages and three (3) Exhibits, which constitute the entire understanding and agreement of the parties.

***** SIGNATURE PAGE FOLLOWS *****

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

**GIANT STEPS LAX, LLC,
dba FUNDAMENTAL DESIGN GROUP**

By: _____
RALPH M. TERRAZAS
Fire Chief

By: _____
RYAN THOMPSON
Managing Member

Date: _____

Date: _____

**APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney**

By: _____
MARCIA GONZALES-KIMBROUGH
Deputy City Attorney

Date: _____

HOLLY L. WOLCOTT, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business Tax Registration Certificate Number: 0002990047

Internal Revenue Service ID Number: 83-0418835

Fire Commission Board Report No.: _____

Agreement Number: _____

EXHIBIT A

LAFD.ORG / LAFD INTRANET SUPPORT AND MAINTENANCE

SCOPE OF SERVICES

EXHIBIT A

LAFD.ORG / LAFD INTRANET Support and Maintenance

Scope of Services

Part I: On-Going Support and Maintenance Services

The Contractor will provide the following on-going support and maintenance services.

I. OVERVIEW

A. Americans with Disabilities Act (ADA) Compliance Monthly Audit:

1. Conduct monthly ADA Compliance checks and Quality Control on LAFD.ORG through Siteimprove (and/or any other ADA/508 Compliance testing tool adopted by the City).
2. Fix problematic content (broken links, misspelling, web content, formatting errors, etc.).
3. Provide monthly final test score and report to LAFD to confirm compliance.

B. Acquia Hosted Environment Support (LAFD.ORG):

1. Receive and monitor Acquia notifications and plan implementation of Drupal module, plugin, patches and updates on the Acquia platform.
2. Coordinate and plan Drupal updates with LAFD Web Team.
3. Website down time will need to be coordinated with LAFD Web Team.
4. Perform Drupal updates, validate and test.
5. Inform LAFD Web Team on completion of Drupal update by providing a summary report on the work that was performed.
6. Support services does not include major version upgrades (i.e., 7 to 8) but does include updates within Drupal versions.
7. Technical Support Liaison: Set up authorization to open trouble tickets and work with Acquia Technical Support as LAFD's Support Liaison on problems with the Acquia hosted environment, and to resolve immediate system outages when they occur.

C. VM Environments (LAFD INTRANET):

1. Ensure Intranet VM environments software and versions are consistent with LAFD.ORG.
2. All Drupal module, plugin, patches and updates shall be coordinated and reviewed with LAFD Web Team.
3. All Drupal and system updates will be validated and tested.
4. At completion of the software updates, provide LAFD Web Team a summarized report that details the work that was performed.

D. Second Level Support:

1. Provide second level support to LAFD Subject Matter Experts (SME) for LAFD.ORG, LAFD INTRANET, FireStatLA, Alerts, and 3rd Party Apps.
2. Second level support shall include:
 - Supporting staff to make content updates
 - Quality control to maintain good usability
 - General Drupal admin support, and creative, strategic and technical guidance when sought

E. 3rd Party Platforms:

Provide support services and liaison with and bundle payment to integrated 3rd party applications.

F. Other Services

1. RAMP UP (see breakdown next page)
2. Collaborative strategic planning and prioritization for system improvements (ongoing).
3. Monthly meeting (in-person), Bi-weekly status updates (via phone) (ongoing).

II. Ramp Up

In order to get a new team onboarded, and active maintenance stable and underway the Contractor will accomplish the following in the first 2 to 3 weeks. Onboarding the new team will be an all-hands intensive to ensure that LAFD has a support team that is up to speed in the shortest possible timeframe.

A. New Team Onboarding / Authorizations (WEEK 1)

1. Ensure that key team members have access to:
 - a. Acquia environment dashboard and server
 - b. Acquia authorization notifications + tickets
 - c. LAFD's Intranet VM + new VPN accounts
 - d. Drupal Access (Sys Admin)
 - e. Connected 3rd party applications
2. Have participated in the gathering and review of all system details, setup, workflow, and special site features.
3. Have been introduced to key LAFD Web Team, and integrated into the communication workflow.

B. Establish Lines of Communication (WEEK 1)

Create shared documentation for points of contact, support request workflow, and emergency measures.

C. Site Review / Audit (WEEK 2/3)

Review sites and meet w/ LAFD to:

- Identify urgent issues cosmetic and functional
- Gather desired system improvements

- Prioritize according to complexity, and LAFD need
- Submit report to LAFD as a starting point in establishing a strategy to address the concerns, either now or in the future.

D. Systems Documentation Finalization (WEEK 3)

Section III below provides a list of Requested Systems Information that LAFD will provide to the Contractor as soon as possible. If there are missing pieces the Contractor and LAFD will work to fill them in. Once finalized the Contractor will ensure the information is kept up to date, and that the LAFD Web Team has full knowledge of its contents. Contractor will review all existing documentation, including training videos and user manuals.

E. Site Fixes

Upon completion of the site review, and the identifying of critical in scope fixes, the Contractor will get started on addressing vital issues.

III. Requested Systems Information

A. LAFD.ORG/Acquia Environment

SERVER+WEBSITE:

- Acquia Dashboard Access:
- Development URL:
- Staging URL:
- Production: lafd.org
- SFTP/SSH: Sudo Access (all environments)
- Databases: (names, u/p, purpose)
- Database ER Diagrams:
- Workflow via Acquia Dashboard (Dev to Stage to Prod):
- Clearing cache via Acquia Dashboard:
- Site Certificate:
- Status? Versions
- PHP:
- MYSQL:
- Drupal:
- Drupal System Admin Creds: (all environments)
- Active CSS Files: (names, locations, purpose)
- JavaScript Files and Libraries Used:

- Backups Services:
- CMS Workflow: (authoring/review/approval)
- Code Repository Credentials:
- Redundancy/failover or load balancing architecture?

3RD PARTY:

- Google Maps API Key:
- Google API Console:
- SuperFeedr Login:
- Feedblitz Login:
- Twitter Accounts: (connected to feedblitz dev account)
- Issuu Login:
- Site Improve Login:
- Cloud Fonts: (will likely need to be converted to a new account)

B. LAFD INTRANET

SERVER+WEBSITE:

- Development URL/IP:
- Staging URL/IP:
- Production URL/IP:
- Solr Servers URLs/IPs:
- Solr Implementation Documentation: (faceted search, etc.)
- VPN Accounts: (need set up)
- SFTP/SSH: Sudo Access (all environments)
- Databases: (names, u/p, purpose)
- Database ER diagrams:
- Workflow Dev to Stage to Prod:

Versions

- PHP:
- MYSQL:
- Drupal:
- Drupal System Admin Creds: (all environments)
- Active CSS Files: (names, locations, purpose)
- JavaScript Files and Libraries Used:
- Backups Services:
- CMS Workflow: (authoring/review/approval)

- Code Repository Credentials:
- Redundancy/failover or load balancing architecture?

Part II: Additional As-Needed Services

As part of the Agreement, the Contractor will meet quarterly or by request with key LAFD staff to discuss and identify solutions for needed enhancements that fall outside the scope of the on-going support and maintenance services described in Part I of this Exhibit A. The Contractor will collaborate and provide strategic and technology advice, help prioritize tasks, and will provide written estimates of hours per task. The Contractor must provide the Fire Department with written estimates of the anticipated hours and cost for services for each additional task. Estimates will be provided at no additional cost to the City. The Contractor will use the hourly rates specified in Part II of Exhibit B – Fee Schedule of this Agreement, to estimate the cost of each additional task.

The as-needed services for any additional tasks must be pre-approved in writing by the Fire Department, in compliance with Section 3.0 and Section 4.0 of the Agreement.

EXHIBIT B

**LAFD.ORG / LAFD INTRANET
SUPPORT AND MAINTENANCE**

FEE SCHEDULE

EXHIBIT B

LAFD.ORG/ LAFD INTRANET Support and Maintenance

Fee Schedule

Part I. On-Going Support and Maintenance Services

The City will compensate the Contractor for satisfactory performance of the On-Going Support and Maintenance Services described in Part I of Exhibit A – Scope of Services of this Agreement, based on the following fee schedule.

TERM: June 1, 2017 - Dec 31, 2017 (7 months) (option to extend month to month for 6 additional months)	COST
(RAMP UP) 2 to 3 weeks New Team Onboarding/Authorizations Set Up Re-Establish Lines of Communication/Workflow Site(s) Audit/Status Review System Documentation Snapshot Fixes LAFD.ORG - CSS & Mobile Responsive Issues	\$ 3,500
MONTHLY FEE FOR ON-GOING SERVICES (x7 months) <i>+Option to extend up to June 30, 2018 month to month at same monthly fee and scope of services.</i>	\$ 4,000
ON-GOING SUPPORT SERVICES TOTAL:	\$31,500
3RD PARTY PAYMENTS	
Feedblitz Subscription + Support Package (1 yr)	\$3,309 (due June 18, 2018)*
Issuu.com Premium Subscription (1 yr)	\$ 450 (due June 23, 2018)*
Cloud.Typography.com Subscription (1 yr) (250K page views per month plan)	\$ 99 (due by March 31, 2018)*
TOTAL 3RD PARTY PAYMENTS:	\$3,858

*Contractor will be reimbursed for payments made to 3rd party vendors provided their contract with the LAFD is in effect at the time of payment.

Part II. Additional As-Needed Services

The City will compensate the Contractor for satisfactory performance of the Additional As-Needed Services that are requested and pre-approved in writing by the Fire Department, as described in Part 2 of Exhibit A – Scope of Services of this Agreement, based on the following fee schedule. These rates shall apply throughout the duration of the Agreement.

Task	Hourly Rate
Project Management	\$ 75 per hour
Creative + Technology Strategic Consulting	\$ 75 per hour
User Experience (UX), Visual Design, Information Architecture, User Interface (UI)	\$ 75 per hour
2nd Level Design, and General Support	\$ 65 per hour
Server or Systems Engineering (General)	\$150 per hour
Server or Systems Engineering (Specialized)	\$195 per hour
Front End Development	\$100 per hour
Backend Development	\$100 per hour

EXHIBIT C

STANDARD PROVISIONS FOR CITY CONTRACTS (Rev. 3/09)