

RALPH M. TERRAZAS FIRE CHIEF

January 13, 2021

BOARD OF FIRE COMMISSIONERS FILE NO. 21-015

TO:

Board of Fire Commissioners

FROM: \

Ralph M. Terrazas, Fire Chief

SUBJECT:

THIRD AMENDMENT TO AGREEMENT NO. C-131612 WITH GIANT STEPS LAX, LLC DBA FUNDAMENTAL DESIGN GROUP FOR WEBSITE AND INTRANET SUPPORT AND MAINTENANCE SERVICES

	FINAL ACTION:	Approved Denied	Approved w/Corrections Received & Filed	——— Withdrawn ——— Other	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

The Los Angeles Fire Department (LAFD) disseminates commonly sought information to the public through a modern and functional external website. The LAFD's internal website serves as an important organizational tool to communicate and provide internal resource information to all LAFD employees. These internet and intranet websites require on-going support and maintenance to ensure there is no lapse in service that would jeopardize the availability of this technology to the public and the Department.

On August 6, 2018, following a competitive process, the LAFD entered into a one-year Agreement, with two one-year options to extend the term, with Giant Steps LAX, LLC dba Fundamental Design Group, for website and intranet support and maintenance services. The term was from July 1, 2018 through June 30, 2019. The Agreement provided for a flat rate compensation of \$74,000 for on-going support and maintenance, and up to \$51,000 for additional as-needed website services, with the annual compensation not to exceed \$125,000.

On June 24, 2019, a First Amendment was executed, exercising the first option to extend the contract term by one year, from July 1, 2018 through June 30, 2020. The First Amendment provided for a flat rate compensation of \$76,000 for on-going support and maintenance services, and up to \$49,000 for additional as-needed website services, with the annual compensation not to exceed \$125,000, for a total maximum compensation of \$250,000.

On April 14, 2020, a Second Amendment was executed, exercising the second option to extend the contract term by one year, from July 1, 2018 through June 30, 2021. The Second Amendment provided for a flat rate compensation of \$78,000 for on-going support and maintenance services, and up to \$47,000 for additional as-needed website services, with the annual compensation not to exceed \$125,000, for a total maximum compensation of \$375,000.

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Because a Request for Proposals (RFP) is now required in order to continue to contract out the website and intranet support and maintenance services, the LAFD desires to extend the term of Agreement No. C-131612 for one year, from July 1, 2018 through June 30, 2022, in order to allow for sufficient time to prepare and release a new RFP for these services. The Third Amendment will provide for a flat rate compensation of \$78,000 for on-going support and maintenance services, and up to \$47,000 for additional as-needed website services, with the annual compensation not to exceed \$125,000, for a total maximum compensation \$500,000.

The City Attorney has reviewed and approved the Third Amendment as to legal form. Pursuant to Los Angeles Administrative Code, Section 10.5(b), approval by the City Council is not required.

RECOMMENDATIONS

That the Board:

- 1. Approve and authorize the Fire Chief to execute the Third Amendment to Agreement No. C-131612 between the City and Giant Steps LAX, LLC dba Fundamental Design Group to extend the term for one year, from July 1, 2018 through June 30, 2022, for website and intranet support and maintenance services, for a flat rate compensation of \$78,000 for on-going support and maintenance services, and up to \$47,000 for additional as-needed website services, with the annual compensation not to exceed \$125,000, for a total maximum compensation of \$500,000.
- 2. Transmit the Third Amendment to Agreement No. C-131612 to the Mayor for review and approval, in accordance with Executive Directive No. 3.

FISCAL IMPACT

Funding for this Agreement is covered in the General Fund 100/38, Account 3040.

Board Report prepared by Scott B. Porter, Chief Information Officer, Information Technology Bureau.

Attachment

THIRD AMENDMENT TO AGREEMENT NO. C-131612 BETWEEN THE CITY OF LOS ANGELES AND

GIANT STEPS LAX, LLC DBA FUNDAMENTAL DESIGN GROUP FOR

WEBSITE AND INTRANET SUPPORT AND MAINTENANCE SERVICES

THIS THIRD AMENDMENT to Agreement No. C-131612 (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 "Department" or "LAFD"), and Giant Steps LAX, LLC dba Fundamental Design Group (hereinafter referred to as "Contractor"), with reference to the following:

WHEREAS, in 2014 the LAFD 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 LAFD, and the LAFD Intranet keeps 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 LAFD's former website and intranet support and maintenance provider ceased providing services as of April 30, 2017; and

WHEREAS, on October 12, 2017, the LAFD executed a short-term agreement with an interim service provider pending completion of a competitive selection process for a contractor to provide the services on a longer-term basis; and

WHEREAS, the City performed its Charter Section 1022 evaluation and determined that it was more economic or feasible to contract out the work due to the intermittent nature of the services to be provided; and

WHEREAS, on March 8, 2018, the LAFD issued a Request for Proposals (RFP) for website and intranet support and maintenance services; and

WHEREAS, the Contractor responded to the RFP, and the LAFD has determined that the Contractor possesses the qualifications and experience necessary to provide the services requested; and

WHEREAS, the parties entered into Agreement No. C-131612, from July 1, 2018 through June 30, 2019 for website and intranet support and maintenance services; and

WHEREAS, on June 24, 2019, the parties entered into a First Amendment to exercise the first of two one-year extensions, and extend the term of Agreement No. C-131612 from July 1, 2018 through June 30, 2020; and

WHEREAS, on April 14, 2020, the parties entered into a Second Amendment to exercise the second of two one-year extensions, and extend the term of Agreement No. C-131612 from July 1, 2018 through June 30, 2021; and

WHEREAS, the parties now desire in this Third Amendment to extend the term of Agreement No. C-131612 from July 1, 2018 through June 30, 2022, in order to allow the Department sufficient time to prepare and release a Request for Proposals for website and intranet support and maintenance services.

NOW, THEREFORE, in consideration of the premises, representations, covenants and agreements provided below, the parties agree as follows:

1. TERM OF THE AGREEMENT

Section 2.1, Term of the Agreement, is hereby amended to read as follows:

The term of this Agreement shall become effective on July 1, 2018 and shall end on June 30, 2022, unless otherwise terminated earlier as provided in this Agreement.

2. COMPENSATION

Section 4.1.1.1, Maximum Compensation, is hereby amended to read as follows:

The annual maximum compensation to be paid to the Contractor for Part I (Attachment A) may not exceed Seventy-Eight Thousand Dollars (\$78,000). The maximum compensation for Part II (Attachment B) may not exceed Forty-Seven Thousand Dollars (\$47,000). Total annual compensation shall not exceed One-Hundred-Twenty-Five Thousand Dollars (\$125,000), subject to availability of funding, inclusive of all project and travel-related expenses, for the length of this Agreement.

This THIRD AMENDMENT may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement No. C-131612 shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties 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: Jessica Robins Thompson Co-Owner	
Date:	Date:	
APPROVED AS TO FORM: MICHAEL N. FEUER, City Attorney		
By: Samuel W. Petty Deputy City Attorney		
Date:		
ATTEST: HOLLY L. WOLCOTT, City Clerk		
By: Deputy City Clerk		
Date:		

City Agreement Number: C-131612-3

ATTACHMENT A

Fee Schedule

Part I. On-Going Support and Maintenance Services

SERVICE	COST
JULY 1, 2018 – JUNE 30, 2019 TOTAL ONGOING SUPPORT AND MAINTENANCE SERVICES	\$ 74,000
JULY 1, 2019 – JUNE 30, 2020 TOTAL ONGOING SUPPORT AND MAINTENANCE SERVICES	\$ 76,000
JULY 1, 2020 – JUNE 30, 2021 TOTAL ONGOING SUPPORT AND MAINTENANCE SERVICES	\$ 78,000
JULY 1, 2021 – JUNE 30, 2022 TOTAL ONGOING SUPPORT AND MAINTENANCE SERVICES	\$ 78,000

ATTACHMENT B

Fee Schedule

Part II. Additional As-Needed Services

TASK	HOURLY RATE
Project Management	\$ 100.00 per hour
Web Designer and Technology Strategic Consulting Consulting	\$ 125.00 per hour
Web Developer	\$ 125.00 per hour
Systems Engineering	\$ 225.00 per hour
General Support	\$ 100.00 per hour