KRISTIN M. CROWLEY FIRE CHIEF

July 15, 2022

BOARD OF FIRE COMMISSIONERS FILE NO. 22-075

TO:

Board of Fire Commissioners

FROM: Kristin M. Crowley, Fire Chief

SUBJECT:

THIRD AMENDMENT TO AGREEMENT NO. C-136086 WITH CITYGATE

ASSOCIATES, LLC FOR STANDARDS OF COVER ANALYSIS AND

REPORT CONSULTANT SERVICES

FINAL ACTION: ——— Approv	ed Approved w/Corrections	Withdrawn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

SUMMARY

The City of Los Angeles (City), through the Los Angeles Fire Department (LAFD or Department), has contracted with Citygate Associates, LLC (Citygate), for a standards of cover analysis and report consultant services, Contract No. C-136086 (Agreement). The LAFD provides fire suppression, emergency medical services, fire code enforcement, and technical rescue services to the City and, by contract, to the City of San Fernando and to the community of Bell Canyon in Ventura County. Citygate is providing an independent and objective third-party assessment that measures the performance of the current deployment of the LAFD's resources and the current service needs of the communities served. This analysis will allow the LAFD to make informed decisions on the deployment of the current resources to service areas, as well as future service needs.

In accordance with the Agreement, Citygate obtained and reviewed data from the LAFD, as well as data from the Los Angeles City Planning Department, the Department of Public Works - Bureau of Engineering, and the Southern California Association of Governments. Citygate conducted individual interviews with key members of the Department's Command Staff and labor organizations, as well as interviews with the Deputy Mayor for Public Safety and the President of the City Council.

Citygate conducted a Mid-Project Review with the Department's Command Senior Staff to provide a preview of some of their preliminary findings. The purpose of the Mid-Project Review meeting was to ensure that the sample of findings was within expected ranges, and to confirm that the language and terminology matched the culture of the LAFD (e.g. Engines and Trucks vs. Pumpers and Ladders). Citygate also provided samples of the maps, charts and tables that will be included in the report.

The City's COVID-19 pandemic response has caused delays in providing the necessary data to Citygate which, in turn, has led to a delay in the completion of the Standards of Cover analysis and report. During the pandemic response, many of LAFD's personnel were detailed to the COVID Testing & Vaccination Division or were redeployed as Disaster Service Workers. Additionally, the LAFD's Planning Section experienced a significant increase in workload related to COVID-19, which exacerbated the delay in providing data to Citygate. The redeployment of personnel also adversely affected obtaining data from other City Departments.

Citygate has now received all of the data they requested, but will need additional time to complete their study and prepare the report. No further delays are expected.

The Agreement was for a one-year term, commencing on July 14, 2020, and included two (2) six-month extensions which the LAFD has exercised, for an amount not to exceed \$190,493. In order for Citygate to complete their work, the Agreement will need to be extended for one (1) year. This Third Amendment will extend the contract term by one (1) year, from July 14, 2020 through July 13, 2023. There is no change to the compensation.

The Third Amendment to Agreement No. C-136086 has been reviewed and approved by the City Attorney as to legal form.

RECOMMENDATIONS

That the Board:

- 1. Authorize the Fire Chief to execute the Third Amendment to Agreement No. C-136086 with Citygate Associates, LLC, to extend the term for one (1) year, from July 14, 2020 through July 13, 2023, for a Standards of Cover analysis and report consultant services.
- 2. Transmit the Agreement to the Mayor for review and approval, in accordance with Executive Directive No. 3.

FISCAL IMPACT

There is no additional impact to the General Fund. Funding for this Agreement was approved from the FY 2019-20 Unappropriated Balance, and has been encumbered.

Board Report prepared by David A. Perez, Battalion Chief, Planning Section.

Attachment

THIRD AMENDMENT TO AGREEMENT C-136086 BETWEEN THE CITY OF LOS ANGELES AND CITYGATE ASSOCIATES, LLC FOR

STANDARDS OF COVER ANALYSIS AND REPORT CONSULTANT SERVICES

THIS THIRD AMENDMENT to Agreement C-136086 (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 Citygate Associates, LLC (hereinafter referred to as "Contractor"), is entered into with reference to the following:

WHEREAS, the LAFD serves a population of over four million residents and covers a service area of nearly 500 square miles; and

WHEREAS, the LAFD provides fire suppression, emergency medical, fire code enforcement and technical rescue services to the City and, by contract, to the City of San Fernando and to the community of Bell Canyon in Ventura County; and

WHEREAS, the LAFD seeks to assess the current deployment of its resources and identify gaps between the current deployment and current service needs, as well as future service needs; and

WHEREAS, the LAFD requires a Standards of Cover analysis in order to determine the Department's performance measurements for the purpose of allowing the Department to assess the deployment of its resources based on the location of its facilities and the services provided to the communities; and

WHEREAS, the City performed its Charter Section 1022 evaluation and determined that City employees do not have the experience in performing a Standards of Cover analysis utilized in the fire industry and would not be able to provide a third-party objective assessment; and

WHEREAS, on September 18, 2019, the LAFD issued a Request for Proposals (RFP) seeking a well-qualified contractor who can provide an independent and objective third-party Standards of Cover analysis of the Department's current deployment of resources and to prepare a Standards of Cover report that will be used by the Department to make informed decisions regarding the deployment of resources and current service needs, as well as future service needs; and

WHEREAS, the Contractor submitted a proposal in response to the RFP, and the LAFD determined that the Contractor possesses the qualifications and experience necessary

to provide the services requested in that it received the highest score out of the three proposals that were evaluated; and

WHEREAS, the parties entered into Agreement C-136086, commencing on July 14, 2020, and ending on July 13, 2021, for a standards of cover analysis and report consultant services; and

WHEREAS, on June 3, 2021, the parties entered into a First Amendment to exercise the first of two six-month extensions and extend the term of Agreement No. C-136086 from July 14, 2020 through January 13, 2022; and

WHEREAS, on November 19, 2021, the parties entered into a Second Amendment to exercise the second of two six-month extension, and extend the term of Agreement No. C-136086 from July 14, 2020 through July 13, 2022;

WHEREAS, the parties now desire in this Third Amendment to extend the term of Agreement No. C-136086 for one year, from July 14, 2020 through July 13, 2023, in order to allow the Contractor sufficient time to finish the work under this Agreement.

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

 SECTION 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES, Subsection 1.2.1, is hereby partially amended to read as follows, and all other provisions under this Sub-section shall remain unchanged:

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

2. SECTION 2.0 TERM OF THE AGREEMENT, Sub-section 2.1 is hereby amended in its entirety to read as follows:

The term of this agreement shall become effective on July 14, 2020 and shall end on July 13, 2023, unless otherwise terminated earlier as provided in this Agreement.

3. ORDER OF PRECEDENCE

In the event of any inconsistency between any of the provisions of this Third Amendment to Agreement No. C-136086 and/or all prior amendments or attachments, the inconsistency shall be resolved by giving the previous amendments and/or attachments precedence in the following order:

1) Third Amendment to Agreement No. C-136086

- 2) Second Amendment to Agreement No. C-136086
- 3) First Amendment to Agreement No. C-136086
- 4) Original Agreement No. C-136086
- 5) Attachment A Standard Provisions for City Contracts (Rev. 10/21)[v.4]
- 6) Attachment D Business Associate Agreement (HIPAA)
- 7) Attachment C City Travel Policy
- 8) Attachment B Contractor's Work Plan and Work Schedule

4. COUNTERPARTS/NUMBER OF PAGES

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 the City) and sent by e-mail shall be deemed original signatures. This Third Amendment includes four (4) pages.

5. Except as hereby amended by the First through Third Amendments, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect. The Original Agreement is hereby incorporated by reference into this Third Amendment.

[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	CITYGATE ASSOCIATES, LLC	
By: Kristin M. Crowley Fire Chief	By: David DeRoos President	
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-136086-3		