

June 17, 2014

LOS ANGELES FIRE DEPARTMENT



JAMES G. FEATHERSTONE
INTERIM FIRE CHIEF

June 10, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-064

TO: Board of Fire Commissioners

FROM: James G. Featherstone, Interim Fire Chief

SUBJECT: PROFESSIONAL SERVICES CONTRACT – JUSTICE & SECURITY STRATEGIES, INC.

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 Withdrawn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

On November 8, 2013, the Los Angeles Fire Department (LAFD) executed an Agreement with Justice & Security Strategies, Inc. (JSS) in the amount of \$19,995 to develop an implementation plan for FireStatLA. *"Operationalizing FireStatLA: An Implementation Plan"* was submitted to the LAFD in January 2014, which has been used to guide the Department in identifying performance measures and developing the processes for FireStat meetings that have been held since March 31, 2014.

The FY 2014-15 Adopted Budget includes \$75,000 for contractual services for JSS. The funding will enable LAFD to continue to obtain technical advice on FireStatLA related issues, and for JSS to conduct analyses and validation of various data sets. These services will ensure that the data used for performance metrics as part of FireStatLA and other purposes will be valid and reliable. The First Amendment increases the contract amount to not exceed \$94,995, and extends the contract term to June 30, 2015.

RECOMMENDATIONS

That the Board:

1. Authorize the Fire Chief to enter into the First Amendment to the 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.

FISCAL IMPACT

The FY 2014-15 Adopted Budget includes funding of \$75,000 to extend the Agreement with Justice & Security Strategies, Inc. through June 30, 2015 to provide technical, analytical and validation support for FireStatLA and other data-related Fire Department projects.

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

Attachment - First Amendment to Agreement with Justice & Security Strategies, Inc.

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

This FIRST AMENDMENT 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, 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 amend the Agreement as follows:

1. TERM OF AGREEMENT is hereby amended to extend the termination date to June 30, 2015. Said term is subject to the termination provision herein.
2. SCOPE OF SERVICES is hereby amended to replace and add the following subsections:
 1. 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.
 2. 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.
 3. Consultant will provide independent and objective expertise on methods and analyses of data and performance metrics.
 4. 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.

5. Consultant will provide independent and objective advice upon request within reasonable and mutually agreed upon time frames and schedules.
3. DELIVERABLES is hereby amended to replace and add Sections:
 1. 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.
 2. Consultant will provide independent and objective technical advice by telephone and email, within reasonable and mutually agreed upon time frames and schedules.
4. COMPENSATION AND METHOD OF PAYMENT is hereby amended as follows:

Consultant shall perform the requested services for an amount not to exceed \$94,995 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 (Statistician) - \$60 per hour
Ryan Behrens (Research Assistant) - \$35 per hour

Consultant will be reimbursed for expenses related to travel 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 \$94,995. Expenses will include airfare, lodging, meals, and taxifare. 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 Amendment 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 Amendment is executed with four (4) originals, each of which is deemed to be an original. This Agreement includes two (2) pages that constitute the entire understanding and agreement of the parties.

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

For: THE CITY OF LOS ANGELES

DATE: _____

By: _____
James G. Featherstone
Interim Fire Chief
Los Angeles Fire Department

For: JUSTICE & SECURITY
STRATEGIES, INC.

DATE: _____

By: _____
Dr. Craig Uchida, President

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

Attest:
HOLLY WOLCOTT, Interim City Clerk

By: _____
Anthony-Paul Diaz
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

Agreement Number: _____