

June 7, 2016

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

May 23, 2016

BOARD OF FIRE COMMISSIONERS
FILE NO. 16-057

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: PROFESSIONAL SERVICES CONTRACT – PARTNERS IN DIVERSITY

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 Withdrawn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

Due to insufficient staffing in the Administrative Services Bureau, the Los Angeles Fire Department (LAFD) requires the services of Partners in Diversity to provide temporary accounting and auditing support. Such as-needed assistance has been a continuing need to meet peak workload demands. The Agreement would be for a period not to exceed one year from the date of execution and for a maximum compensation of \$140,000.

RECOMMENDATIONS

That the Board:

1. Authorize the Fire Chief to execute the Agreement with Partners in Diversity, subject to the approval of the Mayor, to provide temporary staffing services on an as-needed basis.
2. Approve and transmit the report to the Mayor for Executive Directive 3 approval.

FISCAL IMPACT

The Los Angeles Fire Department has identified funds in its Contractual Services Account to cover expenses related to this Agreement.

Board report prepared by Stewart Young, Management Analyst II, Administrative Services Bureau.

Attachment

AGREEMENT NO. _____

**AGREEMENT BETWEEN
THE CITY OF LOS ANGELES
AND
PARTNERS IN DIVERSITY, INC.**

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 the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Partners in Diversity, Inc. (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, the LAFD requires temporary accounting and auditing services; and

WHEREAS, the provision of seasonal, temporary staff support for the LAFD is most efficiently handled through a contractual arrangement between the CITY and a personnel services agency; and

WHEREAS, pursuant to Los Angeles City Charter Section 1022, the CITY has determined that the work can be performed more economically or feasibly by independent contractors than by CITY employees; and

WHEREAS, the necessary funds are available in the LAFD budget and the funds have been appropriated for such purpose.

NOW, THEREFORE, in consideration of the above premises and of the covenants and representation set forth below the parties covenant and represent as follows:

I. PARTIES TO THE AGREEMENT

The parties to this AGREEMENT are:

- A.** The CITY, a municipal corporation, through its Fire Department, having its principal office at 200 North Main Street, Room 1800, Los Angeles, CA 90012
- B.** The CONTRACTOR, known as Partners in Diversity, Inc., having its principal office at 690 East Green Street, Suite 101, Pasadena, CA 91101.

II. REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE

A. The representatives of the respective parties authorized to administer this AGREEMENT and to whom formal notices, demands and communications shall be given are as follows:

1. The representative of the CITY shall be, unless otherwise stated in the agreement:

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

2. The representative of the CONTRACTOR shall be, unless otherwise stated in the agreement:

Arlene M. Apodaca, Vice President
690 East Green Street, Suite 101
Pasadena, CA 91101

B. Formal notices, demands and communications, other than invoices, required hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communication or the address of such person is changed, written notice shall be given, in accordance with Article 1, within five (5) working days of said change.

D. Invoices and payment-related documents shall be sent to:

Bill Jones, Senior Management Analyst II
Los Angeles Fire Department, Financial Services Division
200 N. Main Street, Room 1630
Los Angeles, CA 90012

III. INDEPENDENT CONTRACTOR

The CONTRACTOR is acting hereunder as an independent contractor and not as an agent or employee of the CITY. No employee of the CONTRACTOR has been, is or shall be an employee of the CITY by virtue of this AGREEMENT, and the CONTRACTOR shall so inform each employee organization and each employee who is hired or retained under

this AGREEMENT. CONTRACTOR shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY.

IV. TERM OF THE AGREEMENT

The term of this AGREEMENT shall commence on the date of execution and shall end one (1) year from date of execution. This AGREEMENT is non-exclusive. The LAFD retain the rights to utilize other vendors for the same or similar services during the term of this AGREEMENT.

To the extent that the CONTRACTOR may have begun performance of the services before the date of execution at the CITY's request and due to immediate needs, the CITY hereby ratifies and accepts those services performed in accordance with this AGREEMENT and authorizes payment as provided by the terms of this AGREEMENT.

V. PURPOSE OF THE AGREEMENT

The purpose of this AGREEMENT is to retain the services of a temporary staffing agency capable of providing accounting, auditing and other related administrative service options to the LAFD on an as-needed, non-permanent basis.

VI. SCOPE OF SERVICES

The CONTRACTOR shall provide the following services related to evaluating overtime calculations:

- A.** Ensure that sufficient and adequate number of temporary support services is available on an on-call, as-needed basis including evenings and weekends, at times, locations, and dates requested by the LAFD.
- B.** Provide appropriate method to match client needs in a timely manner.
- C.** Confirm all scheduled work dates with client at least one (1) business day before work commenced.
- D.** Provide own transportation to meetings or events all over the CITY.
- E.** Provide an invoice for each work order, according to the specifications prescribed by the LAFD.
- F.** Provide quarterly reports to the LAFD that includes, but not limited to, hours worked and invoiced amounts.

- G. Provide at minimum the following service categories which should not be construed as a detailed description of tasks but rather a broad and general function:

Accounting and Auditing Services – Temporary accounting and audit staff responsible for, but not limited to, reconciling accounting records, preparing accounting reports and budgets, reviewing and verifying payroll documents and compliance documents for completeness, correct pay rate and reasonableness; producing reported work hour summary reports; posting accounting entries, summarizing accounting records; accepting and processing invoice payments.

VII. COMPENSATION AND METHOD OF PAYMENT

- A. The CONTRACTOR shall be paid as compensation for complete and satisfactory performance of the terms of this AGREEMENT, an amount not to exceed one hundred and forty thousand dollars (\$140,000), to be paid based on the pricing schedule of services, listed in Exhibit A, which is attached to this AGREEMENT and incorporated herein. The LAFD makes no guarantee of work or minimum amount of payment to CONTRACTOR.
- B. All invoices shall be submitted to the LAFD for approval. Invoices shall be accompanied by a statement detailing the work completed for the month. Each monthly invoice shall:
1. Be submitted on the Contractor's letterhead;
 2. Include the detail of the work completed, date services were rendered, the names of individuals who rendered services, the hourly rate of compensation, the total amount due per individual and the total amount due for the invoiced period; and
 3. Signed by an officer of the Contractor that the information submitted is true and correct.
- C. Funds shall not be released until the CITY has approved the work received and satisfied with the documentation included in the invoice. Invoices and supporting document shall be prepared at the sole expense and responsibility of the CONTRACTOR. Invoices shall be paid in accordance with standard CITY payment processing methods.

D. Invoices and any supporting documentation shall be submitted to:

Bill Jones, Senior Management Analyst II
Los Angeles Fire Department, Financial Services Division
200 N. Main Street, Room 1630
Los Angeles, CA 90012

VIII. OWNERSHIP

- A. The CONTRACTOR acknowledges and agrees that all documents, reports, analyses, studies, drawings, information or data (hereinafter collectively referred to as "MATERIALS"), originated and prepared by the CONTRACTOR pursuant to the terms of this AGREEMENT, are "Work Made For Hire" and shall become the property of the CITY for its use in any manner it deems appropriate. The CONTRACTOR assigns any and all of its respective interests and rights in such property to the CITY.
- B. All documents and records (hereinafter collectively referred to as "DOCUMENTS") provided by the LAFD to the CONTRACTOR shall remain the property of the LAFD and shall be returned to the LAFD upon termination of this AGREEMENT or at the request of the LAFD.
- C. The provisions of this article survive termination of this AGREEMENT.

IX. CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE

- A. All DOCUMENTS and information provided to the CONTRACTOR by the LAFD are confidential. All MATERIALS are to be considered confidential. The CONTRACTOR agrees not to provide these DOCUMENTS or MATERIALS, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity, except as authorized by the CITY or as required by law.
- B. The provisions of this article survive termination of this AGREEMENT.

X. STANDARD PROVISIONS FOR CITY CONTRACTS

A. Standard Provisions for City Contracts

The CITY's Standard Provisions for Professional Services Contracts (Revised March 2009) are incorporated herein by reference. A copy of said Provisions is attached hereto as Exhibit B and made a part hereof. CONTRACTOR agrees to fully comply with all requirements of this document.

B. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in the CONTRACTOR's profession, doing the same or similar work, under the same or similar circumstances. CONTRACTOR must possess and maintain valid licenses and permits required to perform the services described herein.

C. Compliance with Statutes and Regulations

CONTRACTOR, in the performance of this AGREEMENT, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County of Los Angeles, and City of Los Angeles. CONTRACTOR shall comply with any subsequent, new, amended, or revised laws, regulations, and procedures that may apply to the performance of this AGREEMENT.

D. Federal, State, and Local Taxes

Federal, State, and local taxes are the responsibility of the CONTRACTOR as an independent contractor and not as a CITY employee.

XI. DEFAULTS, SUSPENSION, TERMINATION AND AMENDMENTS

A. Defaults

Should the CONTRACTOR fail for any reason to comply with the contractual obligations of this AGREEMENT within the time specified, the CITY reserves the right to:

1. Reduce the total budget;
2. Make any changes in the general scope of this AGREEMENT;
3. Suspend services in accordance with Section XI.B of this AGREEMENT; or
4. Terminate the AGREEMENT.

B. Suspension

The CITY may suspend all or part of the services for failure by the CONTRACTOR to comply with the terms and conditions of this AGREEMENT by giving written notice, which shall be effective upon receipt.

1. Said notice shall set forth the specific conditions of non-compliance and the period provided for corrective action.
2. Within five (5) working days, the CONTRACTOR shall reply in writing, setting forth the corrective actions which will be undertaken, subject to CITY approval in writing.
3. Performance under this AGREEMENT shall be automatically suspended without any notice from the CITY as of the date the CONTRACTOR is not fully insured in compliance with the CITY's Standard Provisions for Professional Services Contracts (Revised March 2009), which are attached hereto as Exhibit B. Performance shall not resume without the prior written approval of CITY.

C. Termination

1. Either party to this AGREEMENT may terminate this AGREEMENT or any part hereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.
2. All property, documents, data, studies, reports and records purchased or prepared by the CONTRACTOR under this AGREEMENT shall be retained or disposed of according to CITY policies and procedures.
3. In the event that the CONTRACTOR ceases to operate, (i.e. dissolution of corporate status, declaration of bankruptcy, etc.) CONTRACTOR shall provide to the CITY copies of all records relating to this AGREEMENT.
4. Upon satisfactory completion of all termination activities, the CITY shall determine the total amount of compensation that shall be paid to the CONTRACTOR for any un-reimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this AGREEMENT.

5. The CITY may withhold any payments due to the CONTRACTOR until such time as the exact amount of any damages that may be due to the CITY from the CONTRACTOR is determined.
6. The foregoing Sections XI.C.2 through XI.C.5 shall also apply to activities terminating upon the date specified in Section IV or upon completion of the performance of this AGREEMENT.

D. Notices of Suspension or Termination

In the event that this AGREEMENT is suspended or terminated, the CONTRACTOR shall immediately notify all employees and participants and shall notify in writing all other parties contracted with under the terms of AGREEMENT within five (5) working days of such suspension or termination.

E. Amendments

Any change in the terms of this AGREEMENT, including changes in the services to be performed by the CONTRACTOR, and any increase or decrease in the amount of compensation which are agreed to by the CITY and the CONTRACTOR shall be incorporated into this AGREEMENT by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

XII. CEC FORM 50

Certain contractors agree to comply with the disclosure requirements and prohibitions established in the Los Angeles Municipal Lobbying Ordinance if those contractors qualify as a lobbying entity under Los Angeles Municipal Code §48.02. CEC Form 50 attached (Attachment C). Responses submitted without a completed CEC Form 50, by proposers that qualify as a lobbying entity under Los Angeles Municipal Code §48.02 shall be deemed nonresponsive.

Bidder Contributions – City Charter Sections 470(c) (12) Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders 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 the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder'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.

XIII. CEC FORM 55

CEC Form 55 requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. CEC Form 55 attached (Attachment D). Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org.

XIV. COMPLETE AGREEMENT

This AGREEMENT contains the full and complete AGREEMENT between the two parties. No verbal agreement or conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this AGREEMENT.

XV. 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 ten (10) pages and four (4) attachments (Exhibits A through D) which constitute the entire understanding and agreement of the parties.

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

DATE: _____

For: THE CITY OF LOS ANGELES

By: _____

Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

DATE: _____

For: PARTNERS IN DIVERSITY,
INC.

By: _____

Arlene M. Apodaca
Vice President

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

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____

Laurel L. Lightner
Assistant City Attorney

By: _____

Deputy City Clerk

DATE: _____

DATE: _____

City Business Tax Registration Certificate: _____

Agreement Number: _____