



# LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS  
FIRE CHIEF

July 12, 2016

BOARD OF FIRE COMMISSIONERS  
FILE NO. 16-068

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief *R.T.*

SUBJECT: AGREEMENT BETWEEN LOS ANGELES FIRE DEPARTMENT AND  
PARTNERS IN DIVERSITY, INC. FOR PROFESSIONAL SERVICES

|               |                                   |   |                                    |
|---------------|-----------------------------------|---|------------------------------------|
| 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 Withdrawn |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 and Fire Prevention Bureau, the Los Angeles Fire Department (LAFD) requires the services of a temporary staffing agency to provide as-needed temporary staff support during peak workload demands. For example, the Fire Prevention Bureau, Brush Unit has an immediate need for clerical support to answer the high volume of phone calls received following issuance of brush inspection notices to property owners.

The City Attorney's Office released a Request for Proposals (RFP) for temporary staffing services on January 21, 2016. Following completion of the RFP process, the contract was awarded to Partners in Diversity. The LAFD will be piggy-backing onto the City Attorney contract to provide the as-needed temporary staff support.

The Agreement would be for the period from the date of execution through March 20, 2017 and for a maximum compensation of \$100,000.

## RECOMMENDATIONS

That the Board:

1. Authorize the Fire Chief to execute the Agreement with Partners in Diversity, Inc., subject to approval of the Mayor, and subject to approval of the City Attorney as to form.
2. Approve and transmit the report to the Mayor in accordance with Executive Directive 3.

## FISCAL IMPACT

The Los Angeles Fire Department has identified funds in its FY 2016-17 Contractual Services Account to cover expenses related to this Agreement.

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

Attachment

**PROFESSIONAL SERVICES AGREEMENT**

**between**

**THE CITY OF LOS ANGELES**

**and**

**PARTNERS IN DIVERSITY, INC.**

**for**

**TEMPORARY STAFFING SERVICES  
for the LOS ANGELES FIRE DEPARTMENT**

**Said Agreement is Number C-\_\_\_\_\_**

**PROFESSIONAL SERVICES AGREEMENT  
TEMPORARY STAFFING SERVICES**

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**ATTACHMENTS**

Attachment A – Standard Provisions  
Attachment B – Fee Schedule

**AGREEMENT NUMBER C-\_\_\_\_\_**  
**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 desires to utilize the services of a qualified firm for temporary staffing services; and

**WHEREAS**, the services required are of a professional and expert quality and are temporary and occasional in nature; and

**WHEREAS**, on January 21, 2016, the Office of the City Attorney issued a Request for Proposals ("RFP"), under Charter Section 372, seeking qualified businesses to perform the above-referenced services and found Contractor satisfied the required qualifications and experience; and

**WHEREAS**, the parties hereto wish to enter into an agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

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

**1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

**1.1 Parties to the Agreement**

1.1.1 The City of Los Angeles, a municipal corporation, having its principal office at 200 North Spring Street, Los Angeles, California 90012.

1.1.2 Contractor, Partners in Diversity, Inc., a Nevada corporation, having its principal address at 690 East Green Street, Suite #101, Pasadena, California 91101.

## **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:

- 1.2.1 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

Invoices should be sent to:

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

- 1.2.2 The Contractor's representatives are unless otherwise stated in the Agreement:

Arlene M. Apodaca  
Vice President  
Partners in Diversity, Inc.  
690 East Green Street, Suite #101  
Pasadena, California 91101  
[arlene.apodaca@p-i-d.biz](mailto:arlene.apodaca@p-i-d.biz)  
626-793-0020

- 1.3** Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- 1.4** If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice must be provided as described in this Agreement, within five (5) business days of such change.

## **2.0 TERM OF AGREEMENT**

The term of this Agreement will begin on date of execution and will terminate on March 20, 2017, unless terminated earlier as provided herein.

### **2.1. Ratification Clause**

Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and condition of this Agreement, those services are hereby ratified.

## **3.0 SERVICES TO BE PROVIDED**

Contractor is required to provide the following services on an as-needed basis:

- 3.1** Provide qualified secretaries, accounting clerks, clerical workers, and other staff on a non-permanent basis;
- 3.2** Ensure that all temporary staff provided are available to provide said services at the times, locations, and the dates requested by the City; and
- 3.3** Provide the contracted service in a timely, accurate, and efficient manner, at the time services are requested.

## **4.0 NON-EXCLUSIVE AGREEMENT**

Contractor understands and agrees that this is a non-exclusive agreement to provide temporary staffing services to the City and that the City has entered into contracts for the provision of temporary staffing services with other contractors. The LAFD may use any of the contractors with whom City has contracts and, therefore, the City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.

## **5.0 COMPENSATION AND METHOD OF PAYMENT**

### **5.1 Compensation**

The City will pay the Contractor for satisfactory services rendered in an amount not to exceed \$100,000 based on the rates specified in Attachment B - Fee Schedule, which is attached hereto and made a part hereof.

## 5.2 Method of Payment

### 5.2.1 Invoices

For services provided under this Agreement, the Contractor shall be paid by the City in accordance with Attachment B - Fee Schedule and the other conditions and provisions of this Section within thirty (30) calendar days after receipt and approval of the Contractor's invoices by the City. The Contractor must include the following information, and any other documentation requested by the City, on each invoice:

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.

***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a),*** which requires the City Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

## 6.0 NO THIRD-PARTY BENEFICIARIES

Nothing herein is intended to create a third party beneficiary in any subcontractor. The City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if the Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

## 7.0 OWNERSHIP

- 7.1 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.

- 7.2 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.

## **8.0 CONFIDENTIALITY AND RESTRICTIONS ON DISCLOSURE**

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.

## **9.0 REQUIREMENTS APPLY TO ALL SUBCONTRACTORS**

The Contractor will ensure that the requirements of Section 7.0 and 8.0 are provided to and apply to all subcontractors of this Agreement.

## **10.0 CONTINUED REQUIREMENTS**

The provisions of Sections 7.0, 8.0, and 9.0 survive termination of the Agreement.

## **11.0 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 of Los Angeles for goods and services estimated at \$1,000,000 or more is required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

## **12.0 FIRST SOURCE HIRING ORDINANCE**

Unless otherwise exempt in accordance with the provisions of this Ordinance, this Agreement is subject to the applicable provisions of the First Source Hiring Ordinance (FSHO), Section 10.44 et seq. of the Los Angeles Administrative Code, as amended from time to time.

- 12.1 Contractor shall, prior to the execution of the Agreement, provide to the Department of Public Works, Bureau of Contract Administration as the Designated Administrative Agency ("DAA") a list of anticipated employment opportunities that Contractor estimates they will need to fill in

order to perform the services under the Agreement.

- 12.2 Contractor further pledges that it will, during the term of the Agreement, a) at least seven (7) business days prior to making an announcement of a specific employment opportunity, provide notifications of that employment opportunity to the Economic and Workforce Development Department ("EWDD"), which will refer individuals for interview; b) interview qualified individuals referred by EWDD; and c) prior to filling any employment opportunity, the Contractor shall inform the DAA of the names of the Referral Resources used, the names of the individuals they referred, the names of the referred individuals who the Contractor interviewed and the reasons why referred individuals were not hired.
- 12.3 Any Subcontract entered into by the Contractor relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of FSHO, and shall incorporate the FSHO.
- 12.4 Contractor shall comply with all rules, regulations and policies promulgated by the DAA, which may be amended from time to time.

Where under the provisions of Section 10.44.13 of the Los Angeles Administrative Code the designated administrative agency has determined that the Contractor intentionally violated or used hiring practices for the purpose of avoiding the article, the determination must be documented in the Awarding Authority's Contractor Evaluation, required under Los Angeles Administrative Code Section 10.39 et seq., and must be documented in each of the Contractor's subsequent Contractor Responsibility Questionnaires submitted under Los Angeles Administrative Code Section 10.40 et seq. This measure does not limit the City's authority to act under this article.

Under the provisions of Section 10.44.8 of the Los Angeles Administrative Code, the Awarding Authority shall, under appropriate circumstances, terminate this contract and otherwise pursue legal remedies that may be available if the designated administrative agency determines that the subject Contractor has violated provisions of the FSHO.

### **13.0 COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)**

The Contractor, Subcontractors, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected City officials or candidates for elected City office if the contract is valued at \$100,000 or more and requires approval of a City elected official. Additionally, Contractor is required to provide and update certain information to the City as specified by law. Any Contractor subject to Charter Section 470(c)(12), shall

include the following notice in any contract with a subcontractor expected to receive at least \$100,000 for performance under this contract:

**"Notice Regarding City of Los Angeles Campaign Contribution and Fundraising Restrictions**

As provided in Charter Section 470(c)(12) and related ordinances, you are a subcontractor on City of Los Angeles contract #C-\_\_\_\_\_. Pursuant to City Charter Section 470(c)(12), subcontractor and its principals are prohibited from making campaign contributions and fundraising for certain elected City officials or candidates for elected City office for twelve (12) months after the City contract is signed. Subcontractor is required to provide to contractor names and addresses of the subcontractor's principals and contact information and shall update that information if it changes during the twelve (12) month time period.

Subcontractor's information included must be provided to contractor within ten (10) business days. Failure to comply may result in termination of contract or any other available legal remedies includes fines. Information about the restrictions may be found at the City Ethics Commission's website at <http://ethics.lacity.org/> or by calling (213) 978-1960.

Contractor, Subcontractors, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City to terminate this Agreement and pursue any and all legal remedies that may be available.

**14. STANDARD PROVISIONS**

The Contractor must comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 3/09), attached hereto as Attachment A and incorporated herein by reference.

This Agreement is executed in four (4) duplicate originals, each of which is deemed to be an original.

**[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,  
a Municipal Corporation

PARTNERS IN DIVERSITY, INC.,  
a Nevada Corporation

By: \_\_\_\_\_  
RALPH M. TERRAZAS  
Fire Chief

By: \_\_\_\_\_  
ARLENE APODACA  
Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
LAUREL L. LIGHTNER  
Assistant City Attorney

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

Date: \_\_\_\_\_

City Business License Number \_\_\_\_\_

Internal Revenue Service Taxpayer Identification Number 81-0555962

Agreement Number C- \_\_\_\_\_