#### RALPH M. TERRAZAS FIRE CHIEF

December :	23,	201	6
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BOARD OF FIRE COMMISSIONERS FILE NO. 17-007

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Board of Fire Commissioners

FROM: ₩W

Ralph M. Terrazas, Fire Chief

SUBJECT:

FIRST RESTATEMENT OF AGREEMENT WITH JUSTICE AND

SECURITY STRATEGIES, INC.

FINAL ACTION:	Approved Denied	Approved w/Corrections Received & Filed	Withdrawn Other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

Since November 2013, Justice and Security Strategies (JSS), Inc. has provided technical expertise to the Los Angeles Fire Department (LAFD) in its implementation of FireStatLA. JSS has developed an implementation plan, analyzed data to determine their reliability and validity, and assisted the LAFD in the development of performance measures. The firm's guidance has been invaluable as the Department continues to refine the FireStatLA process, and use data analysis on such critical operational issues as deployment, restoration of resources and provision of new service approaches (e.g., Nurse Practitioner Response Unit, Fast Response Vehicles). Continuation of their professional consulting services is vital in furtherance of a successful and effective FireStateLA program, including data analysis in the Department's decision-making process to meet public safety needs.

The Department recommends approval of the First Restatement of the Agreement with JSS to extend the term for an additional three years through November 7, 2019, subject to availability of funding each fiscal year. The Agreement increases the contract amount to not exceed \$294,995, with the maximum for each year to not exceed \$50,000.

#### **RECOMMENDATIONS**

That the Board:

- 1. Authorize the Fire Chief to enter into the First Restatement of the Agreement with Justice and Security Strategies, Inc., subject to approval by the Mayor.
- 2. Forward the Agreement to the Mayor's Office in accordance with Executive Directive 3.

# FISCAL IMPACT

Funding for Fiscal Year 2016-17 is available in the Fire Department Contractual Services Account. The contractor's services in future years will be subject to funding availability each fiscal year.

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

Attachment

# RESTATEMENT OF CONTRACT NUMBER C-123241 BETWEEN THE CITY OF LOS ANGELES AND JUSTICE & SECURITY STRATEGIES, INC.

This First Restatement of 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 Los Angeles Police Department has demonstrated success in addressing crime based on the use and study of technology and management accountability through implementation of computer statistics or comparative statistics ("COMPSTAT"); and

WHEREAS, key components of COMPSTAT'S process include near real-time data collection, mapping of incidents, and frequent meetings between operations staff and management to discuss progress toward meeting performance goals; and

WHEREAS, in 2012, City Council recognized the importance of the COMPSTAT model for the Fire Department and recommended implementation of a COMPSTAT-style process to be called FireStatLA; and

WHEREAS, it is neither practicable nor in the City's best interest to implement services of the type required pursuant to a competitive process under Charter section 372; and

WHEREAS, to implement FireStatLA, the Fire Department's technology and databases must be identified, and the appropriate data elements necessary for FireStatLA must be determined; and

WHEREAS, the Fire Department lacks sufficient staffing to perform or complete these tasks in a timely manner; and

WHEREAS, it would be more feasible, efficient and expeditious for this work to be performed by a contractor who possesses the requisite experience and expertise; and

WHEREAS, the services to be provided are of a technical, temporary and occasional nature for which competitive bidding under Charter section 371 would not be advantageous; and

WHEREAS, the City and Consultant entered into Contract Number C-123241 effective November 8, 2013 ("Agreement") through November 7, 2014 to develop an implementation plan for the FireStatLA program; and

WHEREAS, a First Amendment was entered into effective November 8, 2014 through June 30, 2015 to provide technical advice for FireStatLA implementation, conduct data validation, and develop performance measures; and

WHEREAS, a Supplemental Agreement was entered into effective July 1, 2015 through November 7, 2016 to analyze LAFD data for reliability and validity; and

WHEREAS, the City requires the ongoing independent and objective expertise and advice provided by the Consultant in furtherance of a successful and effective FireStatLA program; and

WHEREAS, the parties mutually agree to supplement the Agreement to extend the term, restate the continuing terms and incorporate necessary amendments, and reflect updates to the Business Associate Agreement ("BAA").

NOW THEREFORE, in consideration of the promises, representations, covenants and Agreements set forth herein, the parties represent, covenant and agree as follows:

## A. TERM OF AGREEMENT

The term of this Agreement shall commence on November 8, 2013 and expire on November 7, 2019, subject to availability of funding in each fiscal year, unless earlier terminated or extended by the parties.

#### **B. SCOPE OF SERVICES**

- 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 work with Fire Department officials and analysts to develop standardized processes, queries and business rules for use by all parties across the Divisions, Bureaus and Stations of LAFD with the purpose of providing uniform metrics but allowing for decentralized access to performance and operational data. This effort will involve an interactive process of "strategic thinking" with workshops and planning sessions at different levels within LAFD including the Executive level. It will also involve working with the LAFD FireStat staff to integrate the processes, queries and business rules into the emerging and proposed information tools being developed by vendors for LAFD.
- 3. 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. Consultant will develop an annual analytic plan with representatives of the LAFD that includes updated goals, objectives and a variety of metrics and reports that LAFD can use for FireStatLA and for internal purposes.
- 4. Consultant will work with LAFD on the efforts to share, compare and develop appropriate metrics for large fire departments, including but not limited, to supporting collaboration with fire departments in the ten largest metropolitan areas.

- 5. Consultant will provide independent and objective expertise on methods and analyses of data and performance metrics.
- 6. 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.
- 7. Consultant will provide independent and objective advice upon request within reasonable and mutually agreed upon time frames and schedules.

### C. DELIVERABLES

- 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 be available by telephone and email, as needed and as appropriate, to provide technical advice.

## D. PROJECT MANAGEMENT

The Fire Chief or his designee shall be the Consultant's main City contact and shall be responsible for management of projects assigned under this Agreement, including approval of all projects, time schedules and work completion requirements.

#### E. COMPENSATION AND METHOD OF PAYMENT

Consultant shall perform the requested services for an amount not to exceed \$294,995 for the complete and satisfactory terms of this Agreement. Annual compensation shall not exceed \$50,000. 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 (Senior Statistician) - \$60 per hour Alese Wooditch (Senior Statistician) - \$60 per hour Jonathan Kringen (Senior Statistician) - \$60 per hour Lauren Revier (Research Analyst) - \$50 per hour

Consultant will be reimbursed for travel related expenses to Los Angeles, as requested by the LAFD. Reimbursement will be for a maximum of two trips for two members of the Consultant team each fiscal year in an amount not to exceed \$4,500, which is inclusive of the maximum compensation of \$294,995, and maximum annual compensation of \$50,000. Expenses will include airfare, lodging, meals, and taxi fare.

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.

Invoices must include specific detail of all the services provided for the period invoiced. All invoices will be submitted to:

June Gibson, Fire Administrator Los Angeles Fire Department 200 North Main Street, Room 1630 Los Angeles, California 90012

Consultant will not be compensated for non-delivery of services. The Fire Chief, or his designee, will make a final determination of approving the scope of work and completion of the project.

#### F. LIMITATION OF CITY'S OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

#### G. CONFIDENTIALITY

The Consultant understands and agrees that all documents, materials, records, and the contents thereof, provided by the LAFD are confidential. Consultant agrees not to retain any copies of any documents, materials, records provided by the LAFD, nor to disclose the contents thereof. Consultant shall ensure that each of its employees, or agents, who have access to such documents, materials, records, provided by the LAFD, comply with the confidentiality provisions of this Agreement. All notes, documents and/or products resulting from this agreement will become are and remain the sole property of the LAFD and the City of Los Angeles, and may not be used by the Contractor at any time, present or future, without the expressed written permission of the LAFD.

#### H. NON-EXCLUSIVE

The Fire Department and the Consultant understand and agree that this is a non-exclusive Agreement to provide services to the Fire Department and that the Fire

Department may contract with other Consultants to provide similar services during the term of this Agreement.

#### I. RATIFICATION

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

#### J. NOTICES

All official notices to the Fire Department under this Agreement will be made by mail, return receipt requested, to:

June Gibson, Fire Administrator Los Angeles Fire Department 200 N. Main St., Room 1630 Los Angeles, CA 90012

General communication regarding performance of tasks under this Agreement may be made by e-mail to: june.gibson@lacity.org

All official notices to Consultant under this Agreement will be made by mail, return receipt requested, to:

Dr. Craig Uchida, President Justice & Security Strategies, Inc. PO Box 6188 Silver Spring, MD 20916

General communication regarding performance of tasks under this Agreement may be made by e-mail to: cduchida@jssinc.org

## K. STANDARD PROVISIONS

Consultant, by entering into this agreement with the City agrees to abide by the City Standard Provisions, attached hereto and incorporated herein as Exhibit A.

## L. <u>BUSINESS ASSOCIATE AGREEMENT</u>

Consultant, with respect to documents containing Protected Health Information, by entering into this agreement with the LAFD agrees to abide by the Business Associate Agreement ("BAA"), attached hereto and incorporated herein as Exhibit B. The BAA shall survive the expiration and termination of this Agreement.

#### M. APPLICABILTY OF STANDARD PROVISIONS CITY CONTRACTS

With the exception of PCSs 14, 19, 27, 28 and 29, the City's Provisions for Standard Contracts, incorporated and attached hereto as Exhibit A.

#### N. NON-DISCRIMINATION

During the performance of this Agreement, CONTRACTOR is obligated not to discriminate in his or her Employment Practices against any employee or applicant for employment because of the applicant's race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition. All CONTRACTORs who enter into such Agreements with the CITY shall include a like provision in all subcontracts awarded for work to be performed under the Agreement with the CITY. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's Agreement with the CITY. Nothing contained in this AGREEMENT shall be construed in any manner so as to require or permit any act which is prohibited by law.

#### O. EQUAL EMPLOYMENT PRACTICES

- During the performance of this AGREEMENT, the CONTRACTOR agrees and represents that it will provide Equal Employment Practices and the CONTRACTOR and each Subcontractor hereunder will ensure that in his or her Employment Practices persons are employed and employees are treated equally and without regard to, or because of, race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
  - (a) This provision applies to work or service performed or materials manufactured or assembled in the United States.
  - (b) Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - (c) The CONTRACTOR agrees to post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- The CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 3. At the request of the Awarding Authority or the Designated Administrative Agency ("DAA"), the CONTRACTOR shall certify in the specified format that he or she has not discriminated in the performance of CITY Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national

- origin, ancestry, sex, sexual orientation, age, disability, marital status or medical condition.
- 4. The CONTRACTOR shall permit access to, and may be required to provide certified copies of, all of his or her records pertaining to employment and to employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Equal Employment Practices provisions of CITY Agreements. Upon request, the CONTRACTOR shall provide evidence that he or she has or will comply therewith.
- 5. The failure of any CONTRACTOR to comply with the Equal Employment Practices provisions of this AGREEMENT may be deemed to be a material breach of CITY Agreements. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice, and an opportunity to be heard, has been given to the CONTRACTOR.
- 6. Upon a finding duly made that the CONTRACTOR has failed to comply with the Equal Employment Practices provisions of a CITY Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to, and retained by, the CITY. In addition thereto, the failure to comply may be the basis for a determination by the Awarding Authority or the DAA that the said CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such a determination, the CONTRACTOR shall be disqualified from being awarded an Agreement with the CITY for a period of two (2) years, or until the CONTRACTOR shall establish and carry out a program in conformance with the provisions hereof.
- 7. Notwithstanding any other provision of this AGREEMENT, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- 8. The Board of Public Works shall promulgate rules and regulations through the DAA, and provide necessary forms and required language to the Awarding Authorities to be included in CITY Request for Bids or Request for Proposal packages or in supplier registration requirements for the implementation of the Equal Employment Practices provisions of this AGREEMENT, and such rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive orders. No other rules, regulations or forms may be used by an Awarding Authority of the CITY to accomplish the Agreement compliance program.
- 9. Nothing contained in this AGREEMENT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 10. By affixing its signature on an Agreement that is subject to this article, the CONTRACTOR shall agree to adhere to the Equal Employment Practices specified herein during the performance or conduct of CITY Agreements.

- 11. Equal Employment Practices shall, without limitation as to the subject or nature of employment activity, be concerned with employment practices, including, but not limited to:
  - (a) hiring practices;
  - (b) apprenticeships where approved programs are functioning and other on-thejob training for non-apprenticeable occupations;
  - (c) training and promotional opportunities; and
  - (d) reasonable accommodations for persons with disabilities.
- 12. All CONTRACTORs subject to the provisions of this section shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the CITY, and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the CONTRACTOR. Subcontracts shall follow the same thresholds specified in Section 10.8.1.1 of CITY Ordinance No.184292. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's Agreement with the CITY.

## P. AFFIRMATIVE ACTION PROGRAM

- During the performance of a CITY Agreement, the CONTRACTOR certifies and represents that the CONTRACTOR and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
  - (a) This section applies to work or services performed or materials manufactured or assembled in the United States.
  - (b) Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
  - (c) The CONTRACTOR shall post a copy of Paragraph A, hereof, in conspicuous places at its place of business available to employees and applicants for employment.
- The CONTRACTOR shall, in all solicitations or advertisements for employees
  placed, by or on behalf of, the CONTRACTOR, state that all qualified applicants will
  receive consideration for employment without regard to their race, color, religion,
  national origin, ancestry, sex, sexual orientation, age, disability, marital status,
  domestic partner status or medical condition.

- 3. At the request of the Awarding Authority or the DAA, the CONTRACTOR shall certify on an electronic or hard copy form to be supplied, that the CONTRACTOR has not discriminated in the performance of CITY Agreements against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.
- 4. The CONTRACTOR shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of CITY Agreements and, upon request, to provide evidence that it has or will comply therewith.
- 5. The failure of any CONTRACTOR to comply with the Affirmative Action Program provisions of CITY Contracts may be deemed to be a material breach of a CITY Agreement. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the CONTRACTOR.
- 6. Upon a finding duly made that the CONTRACTOR has breached the Affirmative Action Program provisions of a CITY Agreement, the Agreement may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the CITY. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the CONTRACTOR is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the CONTRACTOR shall be disqualified from being awarded an Agreement with the CITY for a period of two (2) years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.
- 7. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the CITY, or any court of competent jurisdiction, that the CONTRACTOR has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a CITY Agreement, there may be deducted from the amount payable to the CONTRACTOR by the CITY under the Agreement, a penalty of ten dollars (\$10.00) for each person for each calendar day on which the person was discriminated against in violation of the provisions of a CITY Agreement.
- 8. Notwithstanding any other provisions of a CITY Agreement, the CITY shall have any and all other remedies at law or in equity for any breach hereof.
- 9. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of CITY Agreements, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules,

- regulations or forms may be used by an Awarding Authority of the CITY to accomplish this AGREEMENT compliance program.
- 10. Nothing contained in CITY Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 11. By affixing its signature to an Agreement that is subject to this article, the CONTRACTOR shall agree to adhere to the provisions in this article for the duration of the Agreement. The Awarding Authority may also require CONTRACTORs and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.
  - (a) The CONTRACTOR certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the CONTRACTOR's field of work. The CONTRACTOR shall:
    - (1) Recruit and make efforts to obtain employees through:
      - (i) Advertising employment opportunities in minority and other community news media or other publications;
      - (ii) Notifying minority, women and other community organizations of employment opportunities;
      - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities;
      - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives;
      - (v) Promoting after school and vacation employment opportunities for minority, women and other youth;
      - (vi) Validating all job specifications, selection requirements, tests, etc.;
      - (vii) Maintaining a file of the names and addresses of each worker referred to the CONTRACTOR and what action was taken concerning the worker; and
      - (viii)Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the CONTRACTOR has a collective bargaining agreement, has failed to refer a minority, woman or other worker.
  - (2) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a

- non-discriminatory manner so as to achieve and maintain a diverse work force.
- (3) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.
- (4) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
- (5) Establish a person at the management level of the CONTRACTOR to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the CONTRACTOR's Equal Employment and Affirmative Action Program policies.
- (6) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to CITY, State and Federal authorities upon request.
- (7) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Agreements. The policies shall be provided to all employees, Subcontractors, vendors, unions and all others with whom the CONTRACTOR may become involved in fulfilling any of its Agreements.
- (8) Document its good faith efforts to correct any deficiencies when problems are experienced by the CONTRACTOR in complying with its obligations pursuant to this article. The CONTRACTOR shall state:
  - (i) What steps were taken, how and on what date;
  - (ii) To whom those efforts were directed;
  - (iii) The responses received, from whom and when;
  - (iv) What other steps were taken or will be taken to comply and when;and
  - (v) Why the CONTRACTOR has been or will be unable to comply.
- (b) Every Agreement of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.
- 12. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

- (a) Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
- (b) Classroom preparation for the job when not apprenticeable;
- (c) Pre-apprenticeship education and preparation;
- (d) Upgrading training and opportunities;
- (e) Encouraging the use of CONTRACTORs, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any Agreement subject to this ordinance shall require the CONTRACTOR, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the CONTRACTOR's, Subcontractor's or supplier's geographical area for such work;
- (f) The entry of qualified women, minority and all other journeymen into the industry; and
- (g) The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- 13. Any adjustments which may be made in the CONTRACTOR's work force to achieve the requirements of the CITY's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.
- 14. This ordinance shall not confer upon the CITY or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by CONTRACTORs engaged in the performance of CITY Agreements.
- 15. All CONTRACTORs subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Agreement with the CITY and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the CONTRACTOR. Failure of the CONTRACTOR to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the CONTRACTOR to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the CONTRACTOR's Agreement with the CITY.

#### Q. ENTIRE AGREEMENT

This Agreement contains the complete Agreement between the parties. No verbal agreement(s) or conversation(s) with any officer or employee of either party will affect or modify the terms and conditions of this Agreement.

# R. <u>NUMBER OF PAGES AND ATTACHMENTS</u>

This Agreement is executed in four (4) quadruplicate originals, each of which is deemed to be an original. This Agreement includes fourteen (14) pages that constitute the entire understanding and agreement of the parties.

(Signature Page to Follow)

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

DATE:	For: THE CITY OF LOS ANGELES
	By:  Ralph M. Terrazas, Fire Chief Los Angeles Fire Department
DATE:	For: JUSTICE & SECURITY STRATEGIES, INC.
	By: Dr. Craig Uchida, President
Approved as to Form: MICHAEL N. FEUER, City Attorney	Attest: HOLLY WOLCOTT, City Clerk
By:  Laurel L. Lightner  Assistant City Attorney	By:
DATE:	DATE:

Agreement Number: C-123241

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