

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

February 13, 2017

BOARD OF FIRE COMMISSIONERS
FILE NO. 17-024

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: AGREEMENT WITH LLOYD STAFFING, INC. FOR AS-NEEDED
TEMPORARY STAFFING 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 Withdrawn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

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 Brush Unit annually has a need for short-term clerical support to answer the high volume of phone calls received following issuance of brush inspection notices to property owners.

The Department of Neighborhood Empowerment (DoNE) released a Request for Proposals (RFP) for temporary staffing services on December 11, 2015. Following completion of the RFP process, DoNE entered into Agreement C-128639 with Lloyd Staffing, Inc. The LAFD will be piggy-backing onto the DoNE contract to provide as-needed temporary staff support.

The Agreement would be for the period from the date of execution through June 30, 2018 and for a maximum compensation of \$300,000.

RECOMMENDATIONS

That the Board:

Approve and transmit to the Mayor in accordance with Executive Directive 3, the Agreement with Lloyd Staffing, Inc. for temporary staffing services on an as-needed basis.

FISCAL IMPACT

The Department will have available funding in its Fiscal Year 2016-17 Contractual Services Account to cover expenditures related to this Agreement. The Contractor's services in each subsequent fiscal year will be subject to funding availability.

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

Attachment

AGREEMENT NO. C- _____
BETWEEN
THE CITY OF LOS ANGELES
AND
LLOYD STAFFING, 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 Lloyd Staffing, Inc., a New York corporation, (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, the Department of Neighborhood Empowerment (hereinafter referred to as "DoNE") issued RFP EMPOWERLA 2015-002 for temporary staffing services on December 11, 2015 and determined the CONTRACTOR to be qualified and advantageous for procurement; and

WHEREAS, the LAFD would like to piggy-back on the above referenced competitive contracting process to procure temporary administrative and accounting staffing services as provided in DoNE Agreement C-128639; and

WHEREAS, the provision of seasonal, temporary staff support for 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

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

I. PARTIES TO THE AGREEMENT

- A. The CITY, a municipal corporation, through its Fire Department, having its principal office at 200 North Main Street, Room 1800, Los Angeles, California 90012.
- B. The CONTRACTOR, known as Lloyd Staffing, Inc., a New York corporation, having its principal office at 18000 Studebaker Road, Suite 700, Cerritos, California 90703.

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, California 90012
(213) 978-3800

with copy to:

Bill Jones, Senior Management Analyst II
Los Angeles Fire Department, Financial Services Division
200 North Main Street, Room 1600
Los Angeles, California 90012
(213) 978-3800

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

Lloyd Staffing, Inc.
Lourdes "Luly" Santana, President
18000 Studebaker Road, Suite 700
Cerritos, California 90703
(562) 402-4597

- 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 North Main Street, Room 1600
Los Angeles, California 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 THIS AGREEMENT

The term of this AGREEMENT shall commence on the date of execution and shall end on June 30, 2018 unless terminated as provided elsewhere in this AGREEMENT or extended by written amendment. 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.

Due to the need for the CONTRACTOR's services to be provided continuously on an ongoing basis, the CONTRACTOR 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.

V. PURPOSE OF THIS AGREEMENT

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

VI. SCOPE OF SERVICES

Contractor shall provide the following services:

- A. Ensure that sufficient and adequate temporary support services are 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 is to commence.
- D. Provide an invoice for each work order, according to the specifications prescribed by the LAFD.
- E. Provide quarterly reports to the LAFD that includes, but not limited to, hours worked and invoiced amounts.
- F. 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 Financial Services - Temporary accounting 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, and accepting and processing invoice payments.

Administrative Office Support Services – Temporary administrative office support is responsible for but not limited to opening and routing mail, answering phones, providing customer service at public counters, drafting general correspondence, preparing minutes of meetings, and other related administrative support duties as assigned.

VII. COMPENSATION AND METHOD OF PAYMENT

- A. Compensation shall be based on the pricing schedule of services, listed in Exhibit A, and is to be adjusted annually in accordance with the CITY's Living Wage Rates. For updated information on current rates, please visit http://bca.ci.la.ca.us/intranet/progs/OCClwo_forms.htm#lwo. The maximum amount for this contract is not to exceed Three Hundred Thousand Dollars (\$300,000) for the term of the contract as stated in Section IV TERM OF THIS AGREEMENT. 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 North Main Street, Room 1630
Los Angeles, California 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 CONTRACTOR shall comply with the requirements of the Standard Provisions for City Contracts (Revised March 2009), attached hereto as Exhibit B and incorporated herein. The CITY has determined that the provisions in Exhibit B listed below are not applicable to this AGREEMENT and therefore are not incorporated herein because they are superseded by the provisions of this Agreement and/or not required pursuant to the requirements and regulations of the Los Angeles Administrative Code: PSCs 10, 27, 28, and 29.

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

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 AND TERMINATION

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, Suspension, 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 noncompliance 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 unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this CONTRACT.
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 Subsections 2, 3, 4, and 5 shall also apply to activities terminating upon the date specified in Section IV TERM OF THIS AGREEMENT or upon completion of this CONTRACT.

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.

XII. NON DISCRIMINATION

Notwithstanding any other provision of any ordinance of the CITY to the contrary, every Agreement which is let, awarded or entered into with or on behalf of the CITY, shall contain by insertion therein a provision obligating the CONTRACTOR in the performance of such Agreement 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.

XIII. EQUAL EMPLOYMENT PRACTICES

Every non-construction and construction Agreement with, or on behalf of, the CITY for which the consideration is \$1,000 or more shall contain the following provisions,

which shall be designated as the EQUAL EMPLOYMENT PRACTICES provision of such Agreement:

- A. 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.
 - 1. This provision applies to work or service performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. 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.
- B. 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.
- C. At the request of the Awarding Authority or the Designated Administrative Agency (hereinafter referred to as "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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. 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.
- I. Nothing contained in this AGREEMENT shall be construed in any manner so as to require or permit any act which is prohibited by law.
- J. 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.
- K. 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:
 - 1. hiring practices;
 - 2. apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 3. training and promotional opportunities; and
 - 4. reasonable accommodations for persons with disabilities.
- L. 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.

XIV. AFFIRMATIVE ACTION PROGRAM

Every non-construction and construction Contract with, or on behalf of, the CITY for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Agreement:

- A. 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.
 - 1. This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 3. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Nothing contained in CITY Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.
- K. 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
 - 1. 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Secure cooperation or compliance from the labor referral agency to the CONTRACTOR's contractual Affirmative Action Program obligations.
- (e) 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.

- (f) 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.
- (g) 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.
- (h) 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.
- 2. 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.
- L. 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:
 - 1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
 - 2. Classroom preparation for the job when not apprenticeable;
 - 3. Pre-apprenticeship education and preparation;
 - 4. Upgrading training and opportunities;
 - 5. 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;

6. The entry of qualified women, minority and all other journeymen into the industry; and
 7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.
- M. 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.
- N. 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.
- O. 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.

XV. MUNICIPAL LOBBYING ORDINANCE AND CHARTER SECTION 470(c)(12)

A. 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. Agreements 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.

B. CEC Form 55

Campaign Contributions – Per City Charter Sections 470(c) (12) the CONTRACTOR is subject to Charter section 470(c) (12) and related ordinances. As a result, the CONTRACTOR may not make campaign contributions to and/ or engage in fundraising for certain elected City officials or candidates during the proposal process or for 12 months after the contract is signed. The CONTRACTOR'S principals and subcontractors performing \$100,000.00 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.

CEC Form 55 requires the CONTRACTOR to identify with their principals, their subcontractors performing \$100,000 or more in work on the Agreement, and the principals of those subcontractors. The CONTRACTOR must also notify their principals and subcontractors in writing of the restrictions and include the notice in Agreements with subcontractors. CEC Form 55 is attached. Agreements submitted without a completed CEC Form 55 shall be considered 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

XVI. FIRST SOURCE HIRING ORDINANCE

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which exceeds \$25,000 with a term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

All Contractors shall complete and electronically sign the FSHO Compliance Affidavit available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org prior to award of a City contract. The affidavit shall be valid for a period of three years from the date it is first uploaded on the City's BAVN.

Contractors seeking additional information regarding the requirements of the First Source Hiring Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

XVII. IRAN CONTRACTING ACT

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the CITY for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

XVIII. COMPLETE AGREEMENT

This AGREEMENT contains the full and complete AGREEMENT between the two (2) 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.

XIX. 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 seventeen (17) pages and

two (2) attachments (Exhibits A and B) which constitute the entire understanding and agreement of the parties.

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

Approved Corporate Signature Methods:

- a. Two signatures: one by Chairman of Board of Directors, President, or Vice President; AND one by Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.
- b. One signature by corporate designated individual together with properly attested resolution of Board of Directors authorizing person to sign on the company's behalf.

THE CITY OF LOS ANGELES

LLOYD STAFFING, INC., a New York corporation

By: _____
RALPH M. TERRAZAS
Fire Chief

By: _____
LOURDES "LULY" SANTANA
President

Date: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Marcia Gonzales-Kimbrough
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate Number: _____

Agreement Number: C-_____

EXHIBIT A

LLOYD STAFFING RATES AND CHARGES

TITLE	PAY RATE			BILL RATE			MARK UP
Accounting Clerk	\$13.00	to	\$18.00	\$17.16	to	\$23.76	32%
Bookkeeper	\$16.00	to	\$21.85	\$21.12	to	\$28.84	32%
Accountant	\$18.75	to	\$24.00	\$24.75	to	\$31.68	32%
Payroll Specialist	\$18.00	to	\$23.00	\$23.76	to	\$30.36	32%
Mail Clerk	\$13.00	to	\$13.00	\$17.16	to	\$17.16	32%
Office Clerk	\$13.00	to	\$13.00	\$17.16	to	\$17.16	32%
Administrative Assistant	\$13.50	to	\$15.15	\$17.82	to	\$20.00	32%
Messenger	\$13.00	to	\$13.00	\$17.16	to	\$17.68	32%
Accounts Receivable/Payable	\$13.00	to	\$18.00	\$17.16	to	\$23.76	32%

EXHIBIT B

STANDARD PROVISIONS FOR CITY CONTRACTS