



LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

February 13, 2017

BOARD OF FIRE COMMISSIONERS
FILE NO. 17-025

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: FIRST AMENDMENT TO AGREEMENT C-128259 WITH 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 Withdrawn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 Fire Prevention Bureau, the Los Angeles Fire Department (LAFD) required the services of a temporary staffing agency to provide as-needed staff support to address peak workload demands. LAFD piggy-backed onto the Office of the City Attorney Request for Proposal released on January 21, 2016, and entered into Agreement C-128259 with Partners in Diversity, Inc. for a term through March 20, 2017, and a maximum compensation of \$100,000.

The Fire Prevention Bureau (FPB), Brush Unit continues to have a need for clerical support to answer the high volume of phone calls received following issuance of brush inspection notices to property owners. In addition, FPB's Certified Unified Program Agency (CUPA) Unit continues to have a need for technical support to assist in the backlog of reviewing 35,000 document submittals by the 6,900 businesses subject to legislative environmental requirements.

The LAFD desires in this First Amendment to extend the contract term to July 10, 2017, and increase the maximum compensation amount from \$100,000 to \$200,000.

RECOMMENDATIONS

That the Board:

Approve and transmit to the Mayor in accordance with Executive Directive 3, the First Amendment with Partners in Diversity, Inc. for temporary staffing services on an as-needed basis.

FISCAL IMPACT

The Department will have available funding in its Contractual Services Account to cover expenditures 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

**FIRST AMENDMENT TO AGREEMENT NO. C-128259
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., a Nevada corporation, (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, pursuant to Los Angeles City Charter Section 1022, the City has determined that the work can be performed more economically or feasibly by independent contractors than by City employees; and

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

WHEREAS, Agreement C-128259 was executed on September 23, 2016, pursuant to which the Contractor perform the work and furnish the deliverables as described herein for consideration and upon the term and conditions as hereinafter provided; and

WHEREAS, the City desires in this First Amendment to extend the term of the Agreement through July 10, 2017 and increase the maximum compensation amount by \$100,000, which increases the maximum compensation from \$100,000 to \$200,000; and

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

Section 2.0, TERM OF AGREEMENT, Paragraph 1 is hereby amended in its entirety to read:

The term of this Agreement will begin July 11, 2016, and will terminate on July 10, 2017, unless terminated earlier as provided herein.

Section 5.0, COMPENSATION AND METHOD OF PAYMENT, Sub-Section 5.1, Compensation, is hereby amended in its entirety to read:

The City will pay the Contractor for satisfactory services rendered in an amount not to exceed Two Hundred Thousand Dollars (\$200,000) based on the rates specified in Attachment B - Fee Schedule, which is attached hereto and made a part hereof.

Section 14.0, STANDARD PROVISIONS, is hereby amended in its entirety to read:

The Contractor shall comply with the requirements of the Standard Provisions for City Contracts (Revised March 2009), attached hereto as Attachment A and incorporated herein. The City has determined that the provisions in Attachment A 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 27, 28, and 29.

Section 15.0, NON-DISCRIMINATION, is hereby added to the Agreement to read:

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.

Section 16.0, EQUAL EMPLOYMENT PRACTICES, is hereby added to the Agreement to read:

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:

- 16.1** 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.

- 16.1.1** This provision applies to work or service performed or materials manufactured or assembled in the United States.
- 16.1.2** Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
- 16.1.3** 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.
- 16.2** 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.
- 16.3** 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.
- 16.4** 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.
- 16.5** 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.
- 16.6** 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.

- 16.7** 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.
- 16.8** 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.
- 16.9** Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 16.10** 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.
- 16.11** 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:
- 16.11.1** hiring practices;
 - 16.11.2** apprenticeships where approved programs are functioning and other on-the-job training for non-apprenticeable occupations;
 - 16.11.3** training and promotional opportunities; and
 - 16.11.4** reasonable accommodations for persons with disabilities.
- 16.12** 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.

Section 17.0, AFFIRMATIVE ACTION PROGRAM, is hereby added to the Agreement to read:

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:

- 17.1** 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.
 - 17.1.1** This section applies to work or services performed or materials manufactured or assembled in the United States.
 - 17.1.2** Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.
 - 17.1.3** 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.
- 17.2** 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.
- 17.3** 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.

- 17.4** 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.
- 17.5** 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.
- 17.6** 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.
- 17.7** 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.
- 17.8** 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.
- 17.9** 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.

17.10 Nothing contained in City Agreements shall be construed in any manner so as to require or permit any act which is prohibited by law.

17.11 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.

17.11.1 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:

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.

17.11.2 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.

17.12 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:

17.12.1 Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;

17.12.2 Classroom preparation for the job when not apprenticeable;

17.12.3 Pre-apprenticeship education and preparation;

17.12.4 Upgrading training and opportunities;

17.12.5 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;

17.12.6 The entry of qualified women, minority and all other journeymen into the industry; and

17.12.7 The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

17.13 Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City 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.

17.14 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.

17.15 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.

Section 18.0, is hereby added to the Agreement to read:

Except as herein amended, all other terms and conditions of this Agreement shall remain unchanged.

(Signature Page to Follow)

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

THE CITY OF LOS ANGELES

**PARTNERS IN DIVERSITY, INC.,
a Nevada Corporation**

By: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

By*: _____
Arlene M. Apodaca
Vice President

DATE: _____

DATE: _____

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

By**: _____

By: _____
Marcia Gonzales-Kimbrough
Deputy City Attorney

Print Name: _____

Print Title: _____

DATE: _____

DATE: _____

ATTEST:
HOLLY L. WOLCOTT, City Clerk

NOTE: If Contractor is a corporation, two signatures are required.

By: _____

* The signature of President, Chairman of the Board, or Vice President is required here; and
** an additional signature of Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer is also required for the Corporation.

DATE: _____

City Agreement Number: _____

Council File Number: _____

City Business Tax Registration Certificate Number: _____

Internal Revenue Service Taxpayers I.D. Number: _____