

LOS ANGELES FIRE DEPARTMENT



RALPH M. TERRAZAS
FIRE CHIEF

January 18, 2019

BOARD OF FIRE COMMISSIONERS
FILE NO. 19-009

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND AMENDMENT TO AGREEMENT WITH LLOYD STAFFING, INC.
FOR AS-NEEDED, TEMPORARY STAFFING SERVICES
(C-129209)

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 Withdrawn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 (Department) contracts for temporary staffing services to provide as-needed administrative staff support during peak workload demands. The Department experiences peak workload periods with a variety of functions, including the annual issuance of brush inspection notices. The Brush Unit receives a high volume of calls after notice issuance, thereby requiring additional temporary clerical staffing to meet this workload demand.

In December 2015, following a competitive process, the Department of Neighborhood Empowerment (DoNE) entered into an Agreement (C-128639) with Lloyd Staffing, Inc. (Lloyd Staffing) for temporary administrative and accounting staff services. On May 2, 2017, the LAFD entered into Agreement C-129209 to procure similar as-needed services based on the competitive process used by DoNE. The contract term was for the period from May 2, 2017 through June 30, 2018.

On April 6, 2018, the Office of the City Clerk released a Request for Proposals (RFP) for temporary staffing services. Thus, the Department amended its Agreement with Lloyd Staffing to extend the term for six months, until December 31, 2018, with the plan to enter into new agreements with contractors before December 31st by piggybacking off of the City Clerk's RFP process. The City Clerk, however, has not yet entered into any agreements with the proposers to their RFP. As a result, the Department cannot enter into any new agreements for temporary staffing services until the City Clerk agreements are executed.

Because the Department has an ongoing need for temporary staffing services, the Department needs to extend the contract term with Lloyd Staffing. In order to allow for sufficient time for the City Clerk to execute its temporary staffing contracts and for the Department to complete the contracting process of piggybacking off of the City Clerk's competitive process, the Second Amendment will extend the contract term for one year, through December 31, 2019, and increase the compensation by \$100,000, for a total amount not to exceed \$500,000 over the term of the Agreement.

The City Attorney has reviewed and approved the Second Amendment as to legal form.

RECOMMENDATION

That the Board:

1. Approve and authorize the Fire Chief to execute the Second Amendment to Agreement C-129209 between the City and Lloyd Staffing, Inc. to extend the term for one year through December 31, 2019.
2. Transmit the Second Amendment to Agreement C-129209 to the Mayor for review and approval, in accordance with Executive Directive No. 3.

FISCAL IMPACT

The Second Amendment extending the term for one year will increase the cost of the Agreement by \$100,000, for a total cost not to exceed \$500,000. Sufficient funds are available in the FY 2018-19 Contractual Services account. In the event the Department enters into a new agreements with contractors for as-needed, temporary staffing services before the expiration of Agreement C-129209, said Agreement will then be terminated.

Board report prepared by Lauren Nakasuji, Senior Management Analyst I, Administrative Services Bureau.

Attachment

AGREEMENT NO. C-129209
SECOND AMENDMENT TO AGREEMENT
BETWEEN
THE CITY OF LOS ANGELES
AND
LLOYD STAFFING, INC.

This Second Amendment to Agreement C-129209 (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 for procurement; and

WHEREAS, the LAFD entered into Agreement C-129209 from May 2, 2017 through June 30, 2018 to procure temporary administrative and accounting staffing services as provided in DoNE Agreement C-128639 based on the competitive process used by DoNE; 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

WHEREAS, the LAFD, in a First Amendment to Agreement C-129209 extended the term through December 31, 2018, and increased the compensation by \$100,000 for a total maximum amount not to exceed \$400,000; and

WHEREAS, the LAFD has an on-going need for seasonal, temporary staff support to meet the workload demands of its programs and services; and

WHEREAS, on April 6, 2018, the City, through its Office of the City Clerk, released a Request for Proposals for temporary staffing services (hereinafter referred to "RFP"); and

WHEREAS, until the City enters into a new agreement for temporary staffing services through the Office of the City Clerk's RFP process, the LAFD desires in this Second Amendment to extend the term of Agreement C-129209 from December 31, 2018 to December 31, 2019, and increase the compensation by \$100,000 for this period, for a total maximum amount not to exceed \$500,000.

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

1. **IV. TERM OF THIS AGREEMENT**, is hereby amended in its entirety to read as follows:

Upon signatures by all parties and attestation by the City Clerk, the term of this Agreement shall commence on January 1, 2019 and shall end on December 31, 2019, 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.

2. **VII.COMPENSATION AND METHOD OF PAYMENT, Section A**, is hereby amended to read as follows:

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. Compensation for the one year extension is not to exceed One Hundred Thousand Dollars (\$100,000). Maximum compensation for the Agreement is not to exceed Five Hundred Thousand Dollars (\$500,000) 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

3. Except as amended by this Second Amendment, all other provisions of Agreement C-129209 shall remain in full force and effect.

[Signature Page to Follow]

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: _____
BRIAN BLOCK
Chief Financial Officer

Date: _____

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

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
KIMBERLY D. MIERA
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business Tax Registration Certificate Number: _____

Agreement Number: C-129209-2

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	\$22.00	\$21.12	to	\$29.04	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	\$14.00	\$17.16	to	\$18.48	32%
Office Clerk	\$13.00	to	\$14.00	\$17.16	to	\$18.48	32%
Administrative Assistant	\$13.50	to	\$16.00	\$17.82	to	\$21.12	32%
Messenger	\$13.00	to	\$15.00	\$17.16	to	\$19.80	32%
Accounts Receivable/Payable	\$13.00	to	\$18.00	\$17.16	to	\$23.76	32%