



# LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS  
FIRE CHIEF

January 18, 2019

BOARD OF FIRE COMMISSIONERS  
FILE NO. 19-010

TO: Board of Fire Commissioners

FROM:  Ralph M. Terrazas, Fire Chief

SUBJECT: SECOND AMENDMENT TO AGREEMENT WITH HOWROYD-WRIGHT  
EMPLOYMENT AGENCY, INC., DBA APPLEONE EMPLOYMENT  
SERVICES, FOR AS-NEEDED, TEMPORARY STAFFING SERVICES  
(C-129751)

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 Withdrawn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-128641) with Howroyd-Wright Employment Agency, Inc., dba, AppleOne Employment Services (AppleOne), for temporary administrative and accounting staff services. On July 25, 2017, the LAFD entered into Agreement C-129751 to procure similar as-needed services based on the competitive process used by DoNE. The contract term was for the period from July 25, 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 AppleOne to extend the term for six months, until December 31, 2018, with the plan to enter into new agreements with contractors before December 31<sup>st</sup> 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 AppleOne. 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 \$150,000, for a total amount not to exceed \$550,000 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-129751 between the City and Howroyd-Wright Employment Agency, Inc., dba AppleOne Employment Services to extend the term for one year through December 31, 2019.
2. Transmit the Second Amendment to Agreement C-129751 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 \$150,000, for a total cost not to exceed \$550,000. 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-129751, said Agreement will then be terminated.

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

Attachment

**AGREEMENT NO. C-129751**

**SECOND AMENDMENT TO AGREEMENT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
HOWROYD-WRIGHT EMPLOYMENT AGENCY, INC.**

This Second Amendment to Agreement C-129751 (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 Howroyd-Wright Employment Agency, Inc., a California corporation, doing business as AppleOne Employment Services, (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-129751 from July 25, 2017 through June 30, 2018 to procure temporary administrative and accounting staffing services as provided in DoNE Agreement C-128641 based on the competitive process used by DoNE; and

**WHEREAS**, the provision of seasonal, temporary staff support for the 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-129751 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-129751 from December 31, 2018 to December 31, 2019, and increase the compensation by \$150,000 for this period, for a total maximum amount not to exceed \$550,000.

**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](http://bca.ci.la.ca.us/intranet/progs/OCClwo_forms.htm#lwo). Compensation for the one year extension is not to exceed One Hundred Fifty Thousand Dollars (\$150,000). Maximum compensation for the Agreement is not to exceed Five Hundred Fifty Thousand Dollars (\$550,000) 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-129751 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

HOWROYD-WRIGHT EMPLOYMENT  
SERVICES, INC., a California corporation,  
dba APPLEONE EMPLOYMENT  
SERVICES

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

By: \_\_\_\_\_  
MICHAEL A. HOYAL  
Chief Financial Officer

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

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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: \_\_\_\_\_

Agreement Number: C- 129751-2

## EXHIBIT A

### APPLEONE 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%