

July 1, 2014

LOS ANGELES FIRE DEPARTMENT



JAMES G. FEATHERSTONE
INTERIM FIRE CHIEF

June 18, 2014

BOARD OF FIRE COMMISSIONERS
FILE NO. 14-069

TO: Board of Fire Commissioners

FROM: James G. Featherstone, Interim Fire Chief

SUBJECT: PROFESSIONAL SERVICES CONTRACT – HOWROYD WRIGHT
EMPLOYMENT AGENCY, INC., DBA APPLEONE

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 Withdrawn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

On May 17, 2013, the Los Angeles Fire Department (LAFD) executed the first contract amendment to Agreement C-121763, with Howroyd Wright Employment Agency, Inc. dba Apple One (AppleOne), for an increase of \$75,000 to the maximum compensation amount, which increased the maximum compensation to not exceed \$95,000.

On August 22, 2013, the LAFD executed a second contract amendment to Agreement C-121763 for an increase of \$130,000 to the maximum compensation amount, which increased the maximum compensation to not exceed \$225,000, while extending the term of the Agreement for one-year, from July 31, 2013 through June 30, 2014.

The contract provides "as needed" accounting and general office services to address significant staffing shortages and to meet peak workload demands in the Administrative Services and Fire Prevention Bureaus. Through the assistance of the temporary contract workers, the workload has been reduced but not yet completed. For that reason, an additional contract extension is required to provide the necessary staff support to perform the following activities:

Administrative Services Bureau - Close-out activities for the grants program; year-end and other processing requirements for payroll, accounting and auditing functions.

Fire Prevention Bureau - Processing self-inspection affidavits for brush clearance; processing collection of delinquent accounts for the Certified Unified Program Agency (CUPA); converting CUPA paper files to electronic files as mandated by recent State legislation.

The AppleOne contract would be extended through June 30, 2015; the amount would increase by \$140,000 which increases the maximum compensation to not exceed \$365,000. These terms will enable the LAFD to utilize the temporary services through the end of FY 2014-15 as other staff support needs arise. The attached contract has been reviewed by the Office of the City Attorney and approved as to form.

RECOMMENDATIONS

That the Board:

1. Subject to the approval of the Mayor, ratify Agreement C-121763, as amended herein, with AppleOne and authorize the Fire Chief to execute the amendment to provide temporary staffing services on an "as needed" basis.
2. Instruct the Commission Executive Assistant to forward this Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

FISCAL IMPACT

This amendment increases the contract amount by \$140,000 which increases the maximum compensation to not exceed \$365,000 for general office services. The LAFD has identified funds in the FY 2014-15 Contractual Services Account to cover these expenses.

Board report prepared by William Jones, Senior Management Analyst II, Administrative Services Bureau.

Attachment

**THIRD AMENDMENT TO AGREEMENT C-121763
BETWEEN
THE CITY OF LOS ANGELES
AND
HOWROYD WRIGHT EMPLOYMENT AGENCY, INC.**

THIS THIRD AMENDMENT to Agreement C-121763 between the City of Los Angeles (hereinafter referred to as "CITY"), a municipal corporation, acting by and through the Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Howroyd Wright Employment Agency, Inc., formerly known as AppleOne Employment Services, (hereinafter referred to as "CONTRACTOR"), a California corporation, is entered into with reference to the following:

WHEREAS, the parties entered into Agreement C-121763, on February 11, 2013 wherein CONTRACTOR agreed to provide temporary staffing support for the LAFD; and

WHEREAS, the terms of the original Agreement was for a maximum compensation of \$20,000; and

WHEREAS, the CITY desired in a first amendment to increase the maximum compensation amount by \$75,000, which increased the maximum compensation to not exceed \$95,000; and

WHEREAS, the CITY desired in a second amendment to exercise a one-year extension, extending the term of Agreement C-121763 from July 1, 2013 up to and including June 30, 2014 and to increase the maximum compensation amount by \$130,000, which increased the maximum compensation from \$95,000 to \$225,000; and

WHEREAS, the LAFD has identified urgent, intermittent, temporary staff support requirements which will occur throughout Fiscal Year 2014-15; and

WHEREAS, the necessary funds are available in the LAFD budget and have been appropriated to pay for the additional expense proposed by this Amendment; and

WHEREAS, the CITY desires in this third amendment to exercise a one-year extension, and extend the term of Agreement C-121763 from July 1, 2014 up to and including June 30, 2015 and to increase the maximum compensation amount by \$140,000, which increases the maximum compensation from \$225,000 to \$365,000; and

NOW THEREFORE, in consideration of the above premises and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I – AMENDMENT TO THE AGREEMENT

Section I – PARTIES TO THE AGREEMENT, Paragraph B is hereby amended in its entirety to read:

- B.** The CONTRACTOR, Howroyd Wright Employment Agency Inc., formerly known as AppleOne Employment Services, having principal office at 1999 West 190th Street, Torrance, CA 90504.

Section II – REPRESENTATIVES OF THE PARTIES AND SERVICE OF NOTICE, Paragraph A is hereby amended in its entirety to read:

- 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:

James G. Featherstone, Interim Fire Chief
Los Angeles Fire Department
200 North Main Street, Room 1800
Los Angeles, CA 90012

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

Ms. Linda Madigan, Vice President
Operations and Government Solutions
1999 West 190th Street,
Torrance, CA 90504

With copy to:

Jennifer Rounds, Branch Manager
725 South Figueroa Street, Suite 1600
Los Angeles, CA 90017

Section IV – TERM OF THE AGREEMENT, Paragraph A is hereby amended in its entirety to read:

The term of this AGREEMENT shall commence on February 11, 2013 and end on June 30, 2015. This AGREEMENT is non-exclusive. The LAFD retains the right to utilize other vendors for the same or similar services during the term of this AGREEMENT.

At the CITY's request and because of the need; therefore, CONTRACTOR began performance of the services hereunder on February 5, 2013. The CITY hereby ratifies and accepts those services performed in accordance with this AGREEMENT and authorizes payment as provided by the terms of this AGREEMENT.

Section VII – COMPENSATION AND METHOD OF PAYMENT, Paragraph A is hereby amended in its entirety to read:

The CONTRACTOR shall be paid as compensation for complete and satisfactory performance of the terms of this AGREEMENT, an amount not to exceed three hundred and sixty-five thousand dollars (\$365,000), to be paid based on the pricing schedule of services, listed in Exhibit A, which is attached to this AGREEMENT and incorporated herein. The LAFD makes no guarantee of work or minimum amount of payment to CONTRACTOR.

ARTICLE II – GENERAL PROVISIONS

Except as amended by this THIRD AMENDMENT, all other provisions of Agreement C-121763 shall remain in full force and effect.

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

DATE: _____

For: THE CITY OF LOS ANGELES

By: _____
James G. Featherstone
Interim Fire Chief
Los Angeles Fire Department

DATE: _____

For: HOWROYD WRIGHT
EMPLOYMENT AGENCY, INC.

By: _____
Linda Madigan
Vice President,
Operations & Government
Solutions

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

ATTEST:
HOLLY L. WOLCOTT, Interim City
Clerk

By: _____
Anthony-Paul Diaz
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Business Tax Registration Certificate: 788965-0001-2

Agreement Number: C121763-3

LLOYD STAFFING
EXHIBIT A – RATES AND CHARGES

TITLE	PAY RATE			BILL RATE			MARK UP
Accounting Clerk	\$12.00	to	\$18.00	\$15.84	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%
Web Designer	\$23.00	to	\$32.00	\$31.28	to	\$43.52	36%
Graphic Designer	\$18.00	to	\$33.00	\$24.48	to	\$44.88	36%
NC Election Services	\$12.00	to	\$17.00	\$16.32	to	\$23.12	36%
Payroll Specialist	\$18.00	to	\$23.00	\$23.76	to	\$30.36	32%
Mail Clerk	\$12.00	to	\$12.00	\$15.84	to	\$15.84	32%
Office Clerk	\$12.00	to	\$12.00	\$15.84	to	\$15.84	32%
Administrative Assistant	\$13.50	to	\$15.15	\$17.82	to	\$20.00	32%
Minute Taker	\$17.50	to	\$19.50	\$23.10	to	\$25.74	32%
Arbitration Services	\$18.00	to	\$42.00	\$24.48	to	\$57.12	36%
Social Media – Data Entry Clerk	\$12.25	to	\$13.90	\$16.66	to	\$18.90	36%
Messenger	\$12.00	to	\$13.00	\$16.32	to	\$17.68	36%
Layout Designer	\$35.00	to	\$37.00	\$47.60	to	\$50.32	36%
Payroll Clerk	\$15.00	to	\$19.50	\$19.80	to	\$25.74	32%
Financial Analyst	\$20.00	to	\$28.00	\$26.40	to	\$36.96	32%
Secretary	\$13.50	to	\$16.80	\$17.82	to	\$22.18	32%
Executive Secretary	\$17.50	to	\$21.00	\$23.10	to	\$27.72	32%
Word Processor	\$14.50	to	\$16.75	\$19.14	to	\$22.11	32%
Executive Assistant	\$15.25	to	\$16.80	\$20.13	to	\$22.18	32%
Receptionist	\$12.00	to	\$13.00	\$15.84	to	\$17.16	32%
Customer Service Representative	\$12.00	to	\$13.00	\$15.84	to	\$17.16	32%
Office Assistant	\$12.00	to	\$13.00	\$15.84	to	\$17.16	32%
Help Desk Support	\$18.00	to	\$22.00	\$24.48	to	\$29.92	36%
Technical Support	\$18.00	to	\$25.00	\$24.48	to	\$34.00	36%
Computer Technician	\$21.00	to	\$25.00	\$28.56	to	\$34.00	36%
Network Specialist	\$25.00	to	\$32.00	\$34.00	to	\$43.52	36%
Systems Administrator	\$30.00	to	\$40.00	\$40.80	to	\$54.40	36%
Systems Analyst	\$35.00	to	\$42.00	\$47.60	to	\$57.12	36%
Software Engineer	\$35.00	to	\$41.00	\$47.60	to	\$55.76	36%
Programmer	\$35.00	to	\$47.00	\$47.60	to	\$63.92	36%