



LOS ANGELES FIRE DEPARTMENT

RALPH M. TERRAZAS
FIRE CHIEF

October 2, 2014

BOARD OF FIRE COMMISSIONERS	
FILE NO.	14-108

TO: Board of Fire Commissioners

FROM: Ralph M. Terrazas, Fire Chief 

SUBJECT: PROFESSIONAL SERVICES CONTRACT – LLOYD STAFFING
SECOND AMENDMENT

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 Withdrawn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 April 23, 2013, the Los Angeles Fire Department (LAFD) executed the First Amendment to Agreement C-123442 with Lloyd Staffing to increase the contract amount by \$50,000. The maximum compensation amount was to not exceed \$70,000.

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, a Second Amendment is required to extend the contract and provide the necessary staff support to perform the following activities:

- 1) Administrative Services Bureau - Close-out activities for the grants program: year-end and other processing requirements for payroll, accounting, and auditing functions.
- 2) Fire Prevention Bureau - Process self-inspection affidavits for brush clearance: process collection of delinquent accounts for the Certified Unified Program Agency (CUPA), and convert CUPA paper files to electronic files as mandated by recent State legislation.

This Second Amendment would extend the contract through June 30, 2015. The amount would increase by \$140,000 for a maximum compensation not to exceed \$210,000. These terms will enable the Department 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.

RECOMMENDATION(S)

That the Board:

1. Authorize the Fire Chief to execute the Second Amendment to Lloyd Staffing, subject to the approval of the Mayor, to provide temporary staffing services on an "as-needed" basis.
2. Forward the Second Amendment Agreement to the Mayor's Office in accordance with Executive Directive No. 3.

FISCAL IMPACT

This Amendment increases the contract amount by \$140,000 for a maximum compensation not to exceed \$210,000 for general office services. Funding is available in the FY 2014-15 Contractual Services Account.

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

Attachment

**SECOND AMENDMENT TO CONTRACT NO. C-123442
BETWEEN
THE CITY OF LOS ANGELES
AND
LLOYD STAFFING**

THIS SECOND AMENDMENT to Agreement No. C-123442 the City of Los Angeles, a municipal corporation (hereinafter referred to as "CITY"), acting by and through its Los Angeles Fire Department (hereinafter referred to as "LAFD"), and Lloyd Staffing, (hereinafter referred to as "CONTRACTOR") with reference to the following:

WHEREAS, the parties entered into Agreement C-123442, on December 9, 2013 wherein Contractor agreed to provide temporary staff support for the LAFD for Fiscal Year 2013-14; 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 \$50,000, which increased the maximum compensation to not exceed \$70,000; 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 second amendment to exercise a one-year extension, and extend the term of Agreement C-123442 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 \$70,000 to \$210,000; 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 IV – TERM OF THE AGREEMENT, Paragraph A is hereby amended in its entirety to read:

The term of this AGREEMENT shall commence on date of execution 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.

To the extent that the CONTRACTOR may have begun performance of the services before the date of execution at the CITY's request and due to immediate needs, 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 two-hundred and ten thousand dollars (\$210,000), 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 SECOND AMENDMENT, all other provisions of Contract No. C-122442 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: _____
Ralph M. Terrazas
Fire Chief
Los Angeles Fire Department

DATE: _____

For: LLOYD STAFFING

By: _____
Lourdes "Luly" Santana
President

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

ATTEST:
HOLLY L. WOLCOTT, City Clerk

By: _____
Anthony-Paul Diaz
Deputy City Attorney

By: _____
Deputy City Clerk

DATE: _____

DATE: _____

City Business Tax Registration Certificate: 2635780-0001-2

Agreement Number: C123442-2