**BOARD OF FIRE COMMISSIONERS** 

FILE NO. 15-101

### RALPH M. TERRAZAS FIRE CHIEF

August 31, 2015

TO:

**Board of Fire Commissioners** 

FROM:

Ralph M. Terrazas, Fire Chief,

SUBJECT:

THIRD AMENDMENT OF AGREEMENT (C-123442) BETWEEN THE

LOS ANGELES FIRE DEPARTMENT AND LLOYDS STAFFING FOR

TEMPORARY STAFFING SERVICES

FINAL ACTION:	Approved	Approved w/Corrections	Withdrawn
	Denied	Received & Filed	Other

### SUMMARY

The City of Los Angeles, through the Los Angeles Fire Department (LAFD), entered into an Agreement with Lloyds Staffing (Lloyds) on December 9, 2013 to provide temporary staffing services on an as-needed basis (C-123442). The contract term was through June 30, 2014, and the maximum amount was not to exceed \$20,000.

Subsequently, the LAFD executed amendments as follows:

- April 23, 2014 Increased the maximum amount to not exceed \$70,000 (BFC #14-022)
- March 20, 2014 Increased the maximum amount to not exceed \$210,000 and extended the contract term through June 30, 2015 (BFC #14-108)

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. The need for a Third 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.

Attached for consideration by the Board is the Third Amendment to the Agreement with Lloyds Staffing which increases the maximum amount to not exceed \$350,000, and extends the term through June 30, 2016. The Office of the City Attorney has reviewed and approved the amended Agreement as to legal form.

## **RECOMMENDATIONS**

That the Board:

Approve, and transmit to the Mayor in accordance with Executive Directive 3, the Third Amendment to the Agreement between the City and Lloyds Staffing.

## FISCAL IMPACT STATEMENT

The LAFD has identified available funds in the FY 2015-16 Contractual Services Account to cover expenses related to the amended Agreement with Lloyds Staffing.

Board report prepared by William R. Jones, Senior Management Analyst II, Administrative Services Bureau, Contracts and Grants Section.

Attachment

# THIRD AMENDMENT TO CONTRACT No. C-123442 BETWEEN THE CITY OF LOS ANGELES AND LLOYD STAFFING

**THIS THIRD 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 City, for the Fiscal Year 2014-15, desired in a second amendment to increase the maximum compensation amount by \$140,000, which increased the maximum compensation to not exceed \$210,000 and to extend the term of the agreement one (1) year to end on June 30, 2015; and

**WHEREAS**, the LAFD has identified urgent, intermittent, temporary staff support requirements which will occur throughout Fiscal Year 2015-16; 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-123442 from July 1, 2015 up to and including June 30, 2016 and to increase the maximum compensation amount by \$140,000, which increases the maximum compensation from \$210,000 to \$350,000; 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 – <u>TERM OF THE AGREEMENT</u>**, **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, 2016. 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 – <u>COMPENSATION AND METHOD OF PAYMENT</u>, 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 fifty thousand dollars (\$350,000), 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 Contract No. C-122442 shall remain in full force and effect.

<<< SIGNATURE PAGE FOLLOWS >>>

**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:
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: Laurel L. Lightner Assistant City Attorney	By:
DATE:	DATE:
City Business Tax Registration Certificate: 2  Agreement Number: C123442-3	2635780-0001-3