33907

INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 1 TO SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT

THIS AMENDMENT NO. 1 TO INTERGOVERNMENTAL AGREEMENT is made and entered into this 10th day of June, 2016 by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority" and the City of Long Beach, hereinafter referred to as "City".

WITNESSETH THAT:

WHEREAS, the Housing Authority and the City entered into an original Intergovernmental Agreement on June 30, 2015 to provide supplemental law enforcement services to the Housing Authority for twelve months (12) with the option for four (4) one-year extensions and an annual compensation increase not to exceed \$360,000.00.

WHEREAS, the parties wish to amend said Intergovernmental Agreement to extend for the second year to June 29, 2017 and to increase the compensation by \$360,000.00.

WHEREAS, it now becomes necessary to amend said Intergovernmental Agreement and both parties are desirous of such amendment.

NOW, THEREFORE, in consideration of the mutual undertakings, herein, the parties hereto agree that said Intergovernmental Agreement be amended as follows:

1. Section 2, Term is amended as follows:

This Intergovernmental Agreement shall be extended for an additional twelve (12) months and shall remain in full force to June 29, 2017 unless sooner terminated as provided herein.

- 2. Section 4, Compensation is amended as follows:
 - A. The City shall submit to the Housing Authority on the 15th day of each month an invoice on a form approved by the Housing Authority for services rendered, as described in Attachments A and B, Statement of Work. Upon receipt and approval, the Housing Authority will pay the City within thirty (30) days of receipt and approval of the invoice in accordance with Attachment C, Fee Schedule. The yearly amount of compensation under this Contract shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000.00), and the total amount of compensation under this Contract will not exceed Seven Hundred Twenty Thousand Dollars (\$720,000.00), which shall include all related expenses.

- B. The City shall be paid in accordance with the Housing Authority's standard accounts payable system.
- C. The City shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the City's duties, responsibilities, or obligations, or performance of same by any entity other than the City, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the Housing Authority's express prior written approval.
- D. The City shall maintain a system of record keeping that will allow the City to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Intergovernmental Agreement. Upon occurrence of this event, the City shall send written notification to the Housing Authority at the address herein provided in Section 42, Notices in this Intergovernmental Agreement.
- E. The City shall have no claim against the Housing Authority for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the City after the expiration or other termination of this Intergovernmental Agreement. Should the City receive any such payment, it shall immediately notify the Housing Authority and shall immediately repay all such funds to the Housing Authority. Payment by the Housing Authority for services rendered after expiration or termination of this Intergovernmental Agreement shall not constitute a waiver of the Housing Authority's right to recover such payment from City. This provision shall survive the expiration or other termination of this Intergovernmental Agreement.
- 3. All other terms and conditions in the Intergovernmental Agreement shall remain the same and in full force and effect.

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SIGNATURES

IN WITNESS, WHEREOF, the Housing Authority and the City, through their duly authorized officers, have executed this Amendment No. 1 as of the date first above written.

HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES

CITY OF LONG BEACH A MUNICIPAL CORPORATION

Sean Rogan

Executive Director

EXECUTED PURSUANT

Patrick H. West City Manager

Assistant City Manager

TO SECTION 301 OF THE CITY CHARTER.

APPROVED AS TO FORM: MARY C. WICKHAM County Counsel

for Nancy M. Takade
Principal Deputy County Counsel

APPROVED AS TO FORM: CHARLES PARKIN City Attorney

APPROVED AS TO PROGRAM HOUSING MANAGEMENT DIVISION

Maria Badrakhan Director

SUPPLEMENTAL LAW ENFORCEMENT SERVICES FEE SCHEDULE – FY16-17 (July 1, 2016 - June 30, 2017)

SALARIES	RATE/HOUR	HOURS	TOTAL (ESTIMATED)	MAXIMUM AMOUNT
Community Policing Services	•			
Patrol Officer (2)	75.692	4,176	\$316,090	\$316,090.00
* Fully loaded costs including worke	rs comp at \$5.283 _j	oer hour		
Investigations/Special Services				
Patrol Sergeant (OT)	92.163	75	\$6,912.23	\$15,062.21
Patrol Officer (OT)	70.599	75	\$5,294.93	
Supervisor/Sergeant Regular	95.172	30	\$2855.16	
Project Administration				
Patrol Sergeant (OT)	92.163	40	\$3,686.52	\$5,299.36
Special Services Officer II (OT)	40.321	40	\$1,612.84	
Prevention/Intervention Progra	m Expenses			\$1,000.00
Includes supplies or materials fo	r field trips, violer	nce preventions	s sessions, etc.	
Training	·····	<u> </u>		\$1,768.00
Community policing and other re	elated training.			
Equipment		<u> </u>		
Black and White Police Vehicle & Communications Support				\$20,780.43
Fleet Services			\$4,833.00	
Fleet Fuel Charge			\$4,930.83	
Fleet ServicesCapital Replacement Charge \$7,389.60				
Data Center (include radio, mobile data computer) \$2,120.00				
Email and Web Services (include support)	s phones and con	nputer	\$1,507.00	
TOTAL ANNUAL COSTS				\$360,000.00

^{*} Will be billed at actual costs.