

COPY

**INTERGOVERNMENTAL AGREEMENT  
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

**31057**

This Intergovernmental Agreement is made and entered into this 1st day of December, 2006, by and between the Housing Authority of the County of Los Angeles, hereinafter referred to as "Housing Authority", and City of Long Beach, hereinafter referred to as "City."

**WHEREAS**, the Housing Authority is authorized under Section 6.2 of the Housing Authority's Procurement Policies and Procedures Manual to enter into an intergovernmental agreement with another governmental agency to procure common goods and services as authorized by Title 24 CFR 85.36 (b) (5);

**WHEREAS**, the Housing Authority is authorized to enter into an intergovernmental agreement with the City of Long Beach to procure supplemental law enforcement services for the Carmelitos housing development located in Long Beach, California from the Long Beach Police Department (LBPD) under Title 24 CFR 85.36 (b) (5) and such intergovernmental agreement is not subject to the rules relating to competitive procurements and agreements;

**WHEREAS**, pursuant to a written Cooperation Agreement dated August 30, 1979, by and between the Housing Authority and the City, it was agreed in pertinent part that the City shall, without cost or charge to the Housing Authority or the tenants of its developments (other than payment in lieu of taxes as described in such Cooperation Agreement), "furnish or cause to be furnished to the Housing Authority and the tenants of such developments public services and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City";

**WHEREAS**, the LBPD provides public law enforcement services within the City of Long Beach which includes the Housing Authority's Carmelitos housing development;

**WHEREAS**, the Cooperation Agreement does not provide for police services without a fee for patrolling private property such as at the Carmelitos housing development, and the Housing Authority has used private security personnel to perform policing functions within the boundaries of this development;

**WHEREAS**, the Housing Authority has experienced various levels of crime, including drug and gang activity, at the Carmelitos housing development;

**WHEREAS**, it is the common goal of the LBPD and the Housing Authority to provide a supplemental law enforcement program to reduce crime and fear of crime in the Carmelitos housing development;

**WHEREAS**, the City is willing to make available, for a fee, trained LBPD personnel to provide supplemental law enforcement services on private property; and

**WHEREAS**, for the purpose of achieving such common goal, the Housing Authority has requested the City to provide supplemental law enforcement services to its Carmelitos housing development over and above the enforcement services provided to the public generally.

**NOW THEREFORE**, it is agreed between the parties hereto as follows:

**1. TERMINATION OF EXISTING LAW ENFORCEMENT AGREEMENTS**

The Agreement for Supplemental Law Enforcement Services for Community Policing, Narcotics and Gang Investigations dated October 6, 2002 between the Housing Authority and the City (City Contract No. 28024) ended at 11:59 pm on October 5, 2005. Purchase Orders for the period of October 6, 2005 through November 30, 2006 regarding the supplemental law enforcement services to be provided to the Housing Authority in its Carmelitos housing development, shall terminate as of 11:59 p.m. on November 30, 2006. Beginning December 1, 2006, the City shall provide supplemental law enforcement services to the Housing Authority at the Carmelitos housing development as set forth in this Intergovernmental Agreement.

**2. DEFINITIONS** For purposes of this Intergovernmental Agreement:

2.1 *Basic Law Enforcement Services* shall mean provision of law enforcement personnel and facilities of the same character and to the same extent as are furnished from time to time without a service fee to other dwellings and inhabitants in the City. Such Basic Law Enforcement Services shall include, but not necessarily to limited to, responses to citizen initiated calls, assistance provided by officers other than Community Policing Officers provided for herein; community relations services provided to the public generally; attendance at meetings to the same extent such services are provided to the general public; homicide investigations, gang investigations, narcotics investigations, arson investigations, explosives investigations, SWAT teams, vice investigations, child abuse investigations, patrol of public streets, maintenance of records and preparation of statistical and other reports generally maintained and prepared by LBPD; booking and jailing services; and time spent in court to testify as to Basic Law Enforcement matters.

2.2 *Supplemental Law Enforcement Services* shall mean the law enforcement services and facilities identified in Attachments "A" and "B" hereof to be provided to the Housing Authority by LBPD at the Intergovernmental Agreement Price specified herein. *Supplemental Law Enforcement Services* shall be law enforcement services of a different character and/or to a different extent than that provided to the public generally.

**3. TERM**

This Intergovernmental Agreement shall commence as of the day and year first above written and shall remain in full force and effect for twelve (12) months until November 30, 2007, unless sooner terminated as provided herein. This Intergovernmental Agreement may be extended in one-year increments, for a total of two (2) additional years at the sole discretion of the Housing Authority.

#### **4. CITY'S RESPONSIBILITIES**

**4.1 Level of Service.** In consultation with the Housing Authority, the Chief of Police shall determine the level of service to be provided. In the event of a dispute between the parties as to the extent of the duties and functions to be rendered as defined in Attachments "A" and "B" herein, or the minimum level or manner of performance of such services, the determination thereof shall be made by the Chief of Police and shall be final and conclusive.

**4.2 Professional Standards.** LBPB agrees to perform the Supplemental Law Enforcement Services in a good and workmanlike manner, maintaining at least the professional standards required by the LBPB or its professional law enforcement personnel performing police services for the public generally, outlined in Standard Police Officers' Code of Ethics.

*Professional Conduct:* The Housing Authority does not and will not condone any acts, gestures, comments or conduct from the City's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activities or behavior that might be construed as harassment. The Housing Authority will properly investigate all charges of harassment by residents, employees or agents of the Housing Authority against any and all City's employees, agents or subcontractors providing services for the Housing Authority. The City assumes all liability for the actions of the City's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the City.

**4.3 Personnel.** LBPB shall provide all personnel to perform service functions under this Intergovernmental Agreement. The recruitment, selection, training, retention and supervision shall be the sole responsibility of the LBPB.

The LBPB shall cooperate with and involve the Housing Authority's Executive Director or designee in the recruitment, selection, training and retention of LBPB personnel in the performance of the service functions provided herein. The LBPB shall use best efforts to respond to the Housing Authority's requests and needs in filling personnel positions under this Intergovernmental Agreement.

**4.4 Equipment.** LBPB shall provide and maintain the cars and radios solely to be used by the Community Policing Officers and provide space to store securely such cars and bicycles purchased by the Housing Authority, when such equipment is not in use.

**4.5 Supervision.** LBPB shall provide an Administration and Supervision Sergeant to direct and coordinate the work effort of the Community Policing Officers, insure that their work effort and that or other LBPB personnel complies with this Intergovernmental Agreement, and review and approve all monthly reports prepared for the Housing Authority under this Intergovernmental Agreement.

**4.6 Training.** LBPB shall provide at its expense to the Community Policing Officers at least the level of law enforcement training provided to LBPB Officers performing Basic Law Enforcement Services.

In addition, LBPD shall provide to the Community Policing Officers the special bicycle training and the special community policing training provided to community policing officers on non-Housing Authority assignments. The time spent by LBPD officers at any of such training programs shall not be charged to the Housing Authority unless pre-approved, in writing, by the Housing Authority's Executive Director or designee.

**4.7 Crime Reports.** LBPD shall provide daily a log and related complaint reports detailing supplemental services provided. LBPD shall provide monthly copies of complaint reports filed for the Carmelitos housing development, in addition to monthly Part I felony reports, selected Part II misdemeanor drug arrest reports, calls for services and handling minutes data for the specified reporting district and the unit history for the Carmelitos Community Police Officers. The specified reports will be submitted in a digital format using either Excel, Access or other mutually agreed upon software. Data for the previous month is due by the 15<sup>th</sup> of the following month.

## **5. COMPENSATION**

**5.1** The price for the Supplemental Law Enforcement Services to be provided by LBPD to the Housing Authority shall be at the rates provided for in Attachment "C" hereto. The Housing Authority and the City agree that Attachment "C" shall be revised annually to reflect changes to rates for Supplemental Law Enforcement Services and such revision shall not require a formal amendment hereto, but shall be effective 30 days after delivery of a notice from the Chief of Police to the Housing Authority. However, the Intergovernmental Agreement Price shall not exceed One Million One Hundred Sixty-Two Thousand and Twelve Dollars (\$1,162,012.00) over a three-year period. If the Intergovernmental Agreement Price needs to be adjusted, the parties will meet and confer in good faith to discuss a compensation amount. If parties fail to agree, a 30-day notice by either party will terminate the contract.

**5.2** The services of the Community Policing Officers described in Attachment "A" will be provided at the rate for a Police Officer set forth in Attachment "C", and the services for any overtime officers provided for Community Policing Officers who are on vacation, sick leave, training or other type of leave, shall be provided at the patrol officer overtime rate set forth in Attachment "C", Supplemental Law Enforcement Service Costs.

**5.3** The schedule shall be determined by LBPD in cooperation with the Housing Authority's Executive Director or designee, and will involve evening and weekend work. Within reason, the work schedule needs to be flexible based on the occurrence of crime and law enforcement related problems at the housing development. LBPD shall provide written notice to the Housing Authority on a weekly basis regarding the work schedule and shall provide written notice of any changes to said work schedule. Other than overtime personnel assigned, LBPD shall make reasonable effort to provide continuity among personnel and assign the same personnel to the Community Policing Program for a minimum of one year beginning July 1. At the time of a change in personnel, one officer shall remain assigned to said housing development during a period of at least 30 days for training and transition of personnel.

5.4 The service of the Narcotics and Gang Investigators described in Attachment "A" will be provided at the rates set forth in Attachment "C".

5.5 The Administration and Supervising Services described in Attachment "B" will be provided at the rates set forth in Attachment "C".

5.6 The charges set forth in Attachment "C" are inclusive of LBPB's overhead which include but is not limited to, the cost of the equipment to be provided by the LBPB, and the maintenance thereof excluding the police vehicles, supervisory personnel, worker's compensation, Commander and Patrol Sergeant's time, and no additional charge shall be made to the Housing Authority for overhead.

The City shall be paid in accordance with the Housing Authority's standard accounts payable system.

The following condition must be met to fulfill this Intergovernmental Agreement and ensure prompt payment.

The City will submit a monthly invoice on a form approved by the Housing Authority for services rendered, and this invoice must be approved by the Housing Authority. The monthly invoice shall identify and detail the Supplemental Law Enforcement Services provided by the personnel during the preceding period, and provide a spreadsheet totaling all expenses incurred for the current contract year. Said billing shall not include charges for Basic Law Enforcement Service responses.

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.

## 6. HOUSING AUTHORITY'S RESPONSIBILITIES

**6.1 Payment of Invoices.** The Housing Authority shall pay LBPB's approved invoices within thirty (30) days of receipt of the invoice with written reports and all supporting data necessary to verify the accuracy of the billing and shall provide prompt written notification to LBPB of the reason for disapproval of any invoice or report.

**6.2 Facilities and Equipment.** The Housing Authority shall pay the costs associated with one or more police vehicles, one or more cellular phones, one digital camera, one laptop computer, two or more bicycles, two desks, one telephone, a computer with electronic e-mail, and one locking file cabinet at the Carmelitos housing development. The equipment provided by the Housing Authority should only be used by LBPB's personnel employed under this Intergovernmental Agreement. The LBPB shall take reasonable measures to insure proper care and security of all equipment provided by the Housing Authority. The equipment provided by the

Housing Authority shall remain the property of the Housing Authority and at the termination of this Intergovernmental Agreement shall be returned to the Housing Authority pursuant to its direction.

During the term of this Intergovernmental Agreement, the Housing Authority shall pay the cost of maintenance and repair of police vehicles and bicycles, however, the LBPB shall have the sole responsibility for maintaining and repairing said equipment.

**6.3 Use of Space.** The LBPB will review and execute any necessary Space Use Agreements (Attachment "F") with the Housing Authority pertaining to any commons spaces located at the Carmelitos housing development. At the request of the Chief of Police or his designee, the Housing Authority in its discretion may authorize the LBPB to utilize a vacant residential unit for purposes of surveillance of gang or drug-related criminal activity. The usage of a vacant residential unit for purposes of surveillance of gang or drug-related criminal activity shall not require a Space Use Agreement.

**6.4 Orientation and Training.** The Housing Authority shall provide at its expense to the Community Policing Officers (i) an orientation regarding the Housing Authority organization and personnel, and the housing development, (ii) an orientation regarding Housing Authority lease and Occupancy Policy, (iii) an orientation regarding the Intergovernmental Agreement, and (iv) an introductory course on community-based and problem-oriented policing. Subsequently, at its option and expense, the Housing Authority may provide the Community Policing Officers with site visits to other law enforcement agencies in California who have successfully implemented community policing programs in public housing developments or in high crime communities, and may send the Community Policing Officers and/or Supervisors to national, regional, and/or local training seminars on community policing and other topics pertinent to the implementation of the Intergovernmental Agreement. Any time spent by the Community Policing Officers on such Housing Authority-provided orientation or training programs shall be billed to the Housing Authority at the rates provided in Attachment "C" hereto.

**6.5 Data.** The Housing Authority shall cooperate with the LBPB by providing resident identification and information with respect to known drug, gang or other criminal activity and an updated tenant log on a monthly basis.

## **7. SOURCES AND APPROPRIATION OF FUNDS**

The Housing Authority's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development (HUD) and, for the purpose of this Intergovernmental Agreement. All funds are appropriated every fiscal year beginning July 1.

In the event this Intergovernmental Agreement extends into succeeding fiscal years and funds have not been appropriated, this Intergovernmental Agreement will automatically terminate as of June 30 of the current fiscal year. The Housing Authority will endeavor to notify the City in writing within ten (10) days of receipt of non-appropriation notice.

## **8. TERMINATION FOR IMPROPER CONSIDERATION**

The Housing Authority may, by written notice to the City, immediately terminate the right of the City to proceed under this Intergovernmental Agreement, if it is found that consideration, in any form, was offered or given by City, either directly or through an intermediary, to any County office, employee or agent with the intent of securing this Intergovernmental Agreement or securing favorable treatment with respect to the award, amendment or extension of this Intergovernmental Agreement or the making of any determinations with respect to the City's performance pursuant to this Intergovernmental Agreement. In the event of such termination, the Housing Authority shall be entitled to pursue the same remedies against the City as it could pursue in the event of default by the City.

The City shall immediately report any attempt by a Housing Authority officer or employee to solicit such improper consideration. The report shall be made either to the Housing Authority's Executive Director or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

## **9. SUCCESSOR AND ASSIGNMENT**

This Intergovernmental Agreement may not be assigned by the City, except with prior written consent of the Executive Director of the Housing Authority, or his designee. However, the Housing Authority reserves the right to assign this Intergovernmental Agreement to another public agency without the consent of the City.

## **10. CONFIDENTIALITY OF REPORTS**

The City shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Housing Authority.

## **11. SUBCONTRACTING**

The City shall not subcontract any part of the work covered by this Intergovernmental Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Housing Authority.

## **12. INSURANCE**

The City shall procure and maintain at City's expense for the duration of this Intergovernmental Agreement the following insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the work by the City, its agents, representatives, employees or subcontractors.

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority of the County of Los Angeles, the Community Development Commission (Commission) of the County of Los Angeles, the County of Los Angeles (County) and their officials and employees, shall be covered as insured with respect to: liability arising out of activities performed by or on behalf of the City; products and completed operations of the City; premises owned, leased or used by the City.

- B. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".
- C. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Housing Authority.

Each insurance policy shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Housing Authority.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A.M. Best & Company. Any deviation from this rule shall require specific approval in writing by the Housing Authority.

All coverage for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the Housing Authority.

The City shall furnish the Housing Authority with certificates of insurance and with original endorsements affecting coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Failure on the part of the City to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Housing Authority may immediately terminate this Contract.



**13. INDEMINIFICATION**

The City shall indemnify, defend and hold harmless the Housing Authority of the County of Los Angeles, Community Development Commission of County of Los Angeles (Commission), County of Los Angeles (County), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with City's acts and/or omissions arising from and/or relating to this Intergovernmental Agreement.

**14. HOUSING AUTHORITY'S QUALITY ASSURANCE PLAN**

The Housing Authority will evaluate the City's performance under this Intergovernmental Agreement on not less than an annual basis. Such evaluation will include assessing City's compliance with all Intergovernmental Agreement terms and performance standards. City deficiencies, which Housing Authority determines are severe or continuing and that may place performance of the Intergovernmental Agreement in jeopardy, if not corrected, will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Housing Authority and City. If improvement does not occur consistent with the corrective measure, the Housing Authority may terminate this Intergovernmental Agreement, pursuant to Paragraph 15 or 16, or impose other remedies as specified in this Intergovernmental Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Intergovernmental Agreement to evaluate the performance of the City. Based on the assessment of the performance review, as determined by the Housing Authority in its sole discretion, written notification will be given to the City whether this Intergovernmental Agreement will be terminated at the end of the current year or will be continued into the next contract year.

**15. TERMINATION FOR CONVENIENCE**

The Housing Authority reserves the right to cancel this Intergovernmental Agreement for any reason at all upon thirty (30) days prior written notice to City. In the event of such termination, City shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination.

**16. TERMINATION FOR CAUSE**

This Intergovernmental Agreement may be terminated by the Housing Authority upon written notice to the LBPD for just cause (failure to perform satisfactorily) with no penalties incurred by the Housing Authority upon termination or upon the occurrence of any of the following events in A, B, C or D:

- A. Should the LBPDP fail to perform all or any portion of the work required to be performed hereunder in a timely and good workmanlike manner or properly carry out the provisions of this Intergovernmental Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the LBPDP, and should the LPPD neglect or refuse to provide a means for satisfactory compliance with this Contract and with the direction of the Housing Authority within the time specified in such notice, the Housing Authority shall have the power to suspend or terminate the operations of the LBPDP in whole or in part.
- B. Should the LBPDP fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Intergovernmental Agreement, or if the work to be done under this Intergovernmental Agreement is abandoned for more than three days by the LBPDP, then notice of deficiency thereof in writing will be served upon LBPDP by the Housing Authority. Should the LBPDP fail to comply with the terms of this Intergovernmental Agreement within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of Housing Authority shall have the power to suspend or terminate the operations of the LBPDP at the Carmelitos housing development in whole or in part.
- C. In the event that a petition of bankruptcy shall be filed by or against the City.
- D. If, through any cause, the LBPDP shall fail to fulfill, in a timely and proper manner, the obligations under this Intergovernmental Agreement, or if the LBPDP shall violate any of the covenants, contracts, or stipulations of this Intergovernmental Agreement, the Housing Authority shall thereupon have the right to terminate this Intergovernmental Agreement by giving written notice to the LBPDP of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the City under this Intergovernmental Agreement shall, at the option of the Housing Authority become its property and the LBPDP shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

**17. CITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The City acknowledges that the Housing Authority has established a goal of ensuring that all individuals who benefit financially from the Housing Authority through a contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Housing Authority Child Support Compliance Program and without limiting City's duty under this Intergovernmental Agreement to comply with all applicable provisions of law, the City warrants that it is now in compliance and shall, during the term of this Intergovernmental Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or

Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**18. TERMINATION FOR BREACH OF WARRANTY TO COMPLY WITH HOUSING AUTHORITY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the City to maintain compliance with the requirements set forth in Paragraph 17, "CITY'S WARRANTY OF ADHERENCE TO HOUSING AUTHORITY CHILD SUPPORT COMPLIANCE PROGRAM" shall constitute default under this contract. Without limiting the rights and remedies available to Housing Authority under any other provision of this contract, failure of City to cure such default within 90 calendar days of written notice shall be grounds upon which Housing Authority may terminate this contract pursuant to Paragraph 16 - "TERMINATION FOR CAUSE" and pursue debarment of City, pursuant to Housing Authority Policy.

**19. POST MOST WANTED DELINQUENT PARENTS LIST**

The City acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The City understands that it is County's and Housing Authority's policy to strongly encourage all Cities to voluntarily post an entitled "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at City's place of business. The Child Support Services Department (CSSD) will supply City with the poster to be used.

**20. INDEPENDENT CONTRACTOR**

This Intergovernmental Agreement does not, is not intended to, nor shall it be construed to create the relationship of agent, employee or joint venture between the Housing Authority and the City.

**21. EMPLOYEES OF CITY**

The City understands and agrees that all persons furnishing services to the Housing Authority pursuant to this Contract are, for the purposes of Workers' Compensation liability, employees solely of the City. City shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injuries arising from an accident connected with services provided to the Housing Authority under this Intergovernmental Agreement.

**22. DRUG-FREE WORKPLACE ACT OF THE STATE OF CALIFORNIA**

The City certifies under penalty of perjury under the laws of the State of California that the City will comply with the requirements of the Drug-Free Workplace Act of 1990.

**23. SAFETY STANDARDS AND ACCIDENT PREVENTION**

The City shall comply with all applicable federal, state and local laws governing safety, health and sanitation. The City shall provide all safeguards, safety devices and protective equipment and take any other needed actions, as its own responsibility,

reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Intergovernmental Agreement.

**24. COMPLIANCE WITH LAWS**

The City agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Intergovernmental Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. If the compensation under this Intergovernmental Agreement is in excess of \$100,000 then City shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The City must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Intergovernmental Agreement.

The City shall comply with the following laws in Sections 24-34, inclusive, and 43-46.

**25. CIVIL RIGHTS ACT OF 1964, TITLE VI (NON-DISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS)**

The City shall comply with the Civil Rights Act of 1964 Title VI which provides that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**26. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The City shall comply with Section 109 of the Housing and Community Development Act of 1974 which states that no person in the United States shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

**27. AGE DISCRIMINATION ACT OF 1975 AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

The City shall comply with the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, which require that no person in the United States shall be excluded from participating in, denied the benefits of, or subject to discrimination under this Intergovernmental Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

**28. EXECUTIVE ORDER 11246 AND 11375, EQUAL OPPORTUNITY IN EMPLOYMENT (NON-DISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS)**

The City shall comply with Executive Order 11246 and 11375, Equal Opportunity in Employment, which requires that during the performance of this Intergovernmental Agreement, the City will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The City will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.

The City will, in all solicitations or advertisements for employees placed by or on behalf of the City, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The City will send to each labor union or representative of workers with which the City has a collective bargaining contract or other contract or understanding, a notice to be provided by the agency of the City's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The City will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The City will furnish all information and reports required by the Executive Order and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Housing Authority and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of City's noncompliance with the non-discrimination clauses of this Intergovernmental Agreement or with any of such rules, regulations or orders, this Intergovernmental Agreement may be canceled, terminated or suspended in whole or in part and the City may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Orders and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The City will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, that such provisions will be binding upon each subcontractor or vendor.

The City will take such actions with respect to any subcontract or purchase order as the Housing Authority may direct as a means of enforcing such provisions including sanctions for noncompliance, provided however, that in the event the City becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by the Housing Authority, the City may request the United States to enter into such litigation to protect the interests of the United States.

**29. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968, AS AMENDED**

- A. The work to be performed under this Intergovernmental Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Intergovernmental Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Intergovernmental Agreement, the parties to this Intergovernmental Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The City agrees to send to each labor organization or representative of workers with which the City has a collective bargaining contract or other understanding, if any, a notice advising the labor organization or workers' representative of the City's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The City agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The City will not subcontract with any subcontractor where the City has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The City will certify that any vacant employment positions, including training positions, that are filled (1) after the City is selected, but before the Intergovernmental Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the City's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Intergovernmental Agreement for default, and debarment or suspension from future HUD assisted contracts.

- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Intergovernmental Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Intergovernmental Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

### **30. FEDERAL LOBBYIST REQUIREMENTS**

The City is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, loan or cooperative contract, and any extension, continuation, renewal, amendment or modification of said documents.

The City must certify in writing on the Federal Lobbyist Requirements Certification form that they are familiar with the Federal Lobbyist Requirements and that all persons and/or subcontractors acting on behalf of the City will comply with the Lobbyist Requirements.

Failure on the part of the City or persons/subcontractors acting on behalf of the City to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

### **31. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The City shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **32. USE OF RECYCLED-CONTENT PAPER PRODUCTS**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the City agrees to use recycled-content paper to the maximum extent possible on the Project.

### **33. CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- A. A responsible contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Housing Authority, Commission, and County to conduct business only with responsible contractors.

- B. The City is hereby notified that if the Housing Authority acquires information concerning the performance of the City on this or other contracts which indicates that the City is not responsible, the Housing Authority may, in addition to other remedies provided in the contract, debar the City from bidding or proposing on, or being awarded, and/or performing work on Housing Authority contracts for a specified period of time, which generally will not to exceed five years, but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the City may have with the Housing Authority.
- C. The Housing Authority may debar a City, contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the City has done any of the following: (1) violated any term of a contract with the Housing Authority, Commission, or County or a nonprofit corporation created by the Housing Authority, Commission, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Housing Authority, Commission, or County, any other public entity, a nonprofit corporation created by the Housing Authority, Commission, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Housing Authority, Commission, County, or any other public entity.
- D. If there is evidence that the City may be subject to debarment, the Housing Authority will notify the City in writing of the evidence, which is the basis for the proposed debarment and will advise the City of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The City and/or the City's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the City should be debarred, and, if so, the appropriate length of time of the debarment. The City and the Housing Authority shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a City has been debarred for a period longer than five years, that City may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Housing Authority may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the City has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after



debarment was imposed; or (4) any other reason that is in the best interests of the Housing Authority.

- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the City has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- J. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

#### **34. COMPLIANCE WITH JURY SERVICE PROGRAM**

- A. Unless the City has demonstrated to the Housing Authority satisfaction either that City is not a "Contractor" as defined under the Jury Service Program or that City qualifies for an exception to the Jury Service Program, City shall have and adhere to a written policy that provides that its Employees shall receive from the City, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the City or that the City deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Housing Authority or a subcontract with a Housing Authority contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Housing Authority contracts or subcontracts.
- C. "Employee" means any California resident who is a full time employee of City. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) City has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If City uses any subcontractor to

perform services for the Housing Authority under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract contract and a copy of the Jury Service Program shall be attached to the contract.

- D. If the City is not required to comply with the Jury Service Program when the Intergovernmental Agreement commences, City shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and City shall immediately notify Housing Authority if City at any time either comes within the Jury Service Program's definition of "Contractor" or if City no longer qualifies for an exception to the Program. In either event, City shall immediately implement a written policy consistent with the Jury Service Program. The Housing Authority may also require, at any time during the Intergovernmental Agreement and at its sole discretion, that City demonstrate to the Housing Authority's satisfaction that City either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that City continues to qualify for an exception to the Program.
- E. The City's violation of this Section of the contract may constitute a material breach of the Intergovernmental Agreement. In the event of such material breach, Housing Authority may, in its sole discretion, terminate the Intergovernmental Agreement and/or bar City from the award of future Housing Authority contracts for a period of time consistent with the seriousness of the breach.

### **35. ACCESS AND RETENTION OF RECORDS**

The City shall provide access to the Housing Authority, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the City which are directly pertinent to this Intergovernmental Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

The City is required to retain the aforementioned records for a period of five years after the Housing Authority pays final payment and other pending matters are closed under this Intergovernmental Agreement.

### **36. CONFLICT OF INTEREST**

The City represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Intergovernmental Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one (1%) percent or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Housing Authority. Upon execution of this Intergovernmental Agreement and during its term, as appropriate, the City shall, disclose in writing to the Housing Authority any other contract or employment during the term of this Intergovernmental Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Housing Authority's interest and the interests of the third parties.

**37. SEVERABILITY**

In the event that any provision herein is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Intergovernmental Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

**38. INTERPRETATION**

No provision of this Intergovernmental Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Intergovernmental Agreement is to be construed as if drafted by both parties hereto.

**39. WAIVER**

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

**40. PATENT RIGHTS**

The Housing Authority will hold all the patent rights with respect to any discovery or invention, which arises or is developed in the course of, or under this Intergovernmental Agreement.

**41. COPYRIGHT**

No report, maps, or other documents produced in whole or in part under this Intergovernmental Agreement shall be the subject of an application for copyright by or on behalf of the City. All such documents become the property of the Housing Authority and the Housing Authority holds all the rights to said data.

**42. NOTICES**

The Housing Authority shall provide the City with notice of any injury or damage arising from or connected with services rendered pursuant to this Intergovernmental Agreement to the extent that Housing Authority has actual knowledge of such injury or damage. Housing Authority shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Intergovernmental Agreement shall be in writing and shall be addressed to the person intended to receive the same, at the following address:

The Housing Authority: Housing Management Division  
2 Coral Circle  
Monterey Park, CA 91755  
Attn: Carlos Jackson, Executive Director

The City: City of Long Beach Police Department  
400 West Broadway  
Long Beach, CA 90802  
Attn: Gerald R. Miller, City Manager

Notices addressed as above provided shall be deemed delivered three (3) business days after mailed by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. The City and the Housing Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

**43. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The City shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Attachment D – Required Contract Notices* of this Intergovernmental Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**44. CITY'S ACKNOWLEDGMENT OF HOUSING AUTHORITY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The City acknowledges that the Housing Authority places a high priority on the implementation of the Safely Surrendered Baby Law. The City understands that it is the Housing Authority's policy to encourage all Housing Authority Contractors to voluntarily post the Housing Authority's "Safely Surrendered Baby Law" poster in a prominent position at the City's place of business. The City will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The Department of Children and Family Services of the County of Los Angeles will supply the City with the poster to be used.

**45. NON-EXCLUSIVITY OF INTERGOVERNMENTAL AGREEMENT**

It is expressly understood and agreed by the City that this Intergovernmental Agreement is non-exclusive and that the Housing Authority may enter into similar contracts with other parties for services of an identical nature provided herein.

**46. ENFORCEMENT OF CALIFORNIA PENAL CODE SECTION 602 TRESPASS ON LAND, REAL PROPERTY AND STRUCTURES**

Notwithstanding any provision of this Intergovernmental Agreement to the contrary, the Housing Authority and the LBPD hereby enter into a limited agency relationship, and the LBPD shall be the Housing Authority's agent, solely and exclusively for the purpose of allowing the LBPD to enforce California Penal Code Section 602 at the Carmelitos housing development when in the LBPD's discretion enforcement of Penal Code Section 602 is appropriate. This limited agency relationship shall be limited to those actions directly taken by the LBPD to enforce Penal Code Section 602 at the Carmelitos housing development. The LBPD shall retain the right to supervise and control its officers in enforcing Penal Code Section 602, including any decisions regarding the means of enforcing such penal code section.

#### **47. ENTIRE CONTRACT**

This Intergovernmental Agreement with Attachments A through E constitutes the entire understanding and Contract of the parties. This Contract includes the following attachments:

- A. Statement of Work – Community Policing Officers and Narcotics and Gang Investigators
- B. Statement of Work – Administration and Supervision Services
- C. Fee Schedule
- D. Required Contract Forms
- E. Required Contract Notices
- F. Required Space Use Agreement

#### **48. MODIFICATIONS**

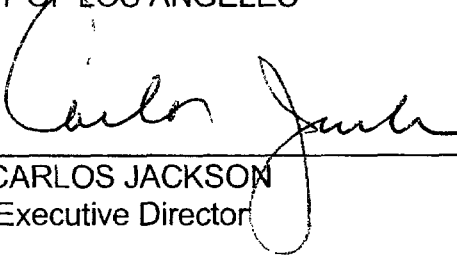
No modifications of, or amendment or addition to this Intergovernmental Agreement shall be valid or enforceable unless in writing and signed by both parties.


**SIGNATURES**

IN WITNESS WHEREOF, the City and the Housing Authority have executed this Contract through their duly authorized officers this 9 day of March, 2007.

HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES

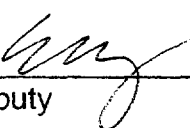
CITY OF LONG BEACH  
A MUNICIPAL CORPORATION


BY:   
CARLOS JACKSON  
Executive Director

BY:   
GERALD R. MILLER  
City Manager


APPROVED AS TO FORM  
RAYMOND G. FORTNER, JR.

APPROVED AS TO PROGRAM  
HOUSING MANAGEMENT  
DIVISION

BY:   
Deputy

BY:   
Maria Badrakhhan, Director

APPROVED AS TO FORM  
ROBERT E. SHANNON  
City Attorney

BY:   
Deputy City Attorney

# **ATTACHMENT A**

## **STATEMENT OF WORK**

**Community Policing Officers and  
Narcotics and Gang Investigators**

## **ATTACHMENT “A”**

### **OBJECTIVES and STATEMENT OF WORK**

#### **COMMUNITY POLICING\* OFFICERS\*:**

- Partner with residents and staff of the Housing Authority.
- Identify crime and nuisance problems that impact the quality of life within the housing development. Conduct an annual community assessment to assist with identification of problems.
- Solve problems utilizing the SARA Model (Scanning, Analysis, Response and Assessment) of problem solving.
- Implement traditional and innovative strategies, which include prevention, intervention and enforcement strategies in response to crime problems.
- Conduct an annual survey of residents to introduce the Community Policing Program and identify crime and nuisance problems.
- Identify, with the Housing Authority management, Narcotics and Gang Investigators and other law enforcement resources, persons involved in drug and gang related activities and other crime problems in and around the housing development.
- Develop strategies with Housing Authority management and other law enforcement resources to address the identified drug and gang activity and other crime problems. Strategies will include prevention, intervention and enforcement.
- Implement and evaluate the prevention, intervention and enforcement strategies to address identified drug and gang activity and other crime problems.
- Conduct foot and bike patrols, which directly affect the quality of life of residents and the general level of fear among residents, who are the victims of drug and gang elements. Fifty percent (50%) of patrol time should be on foot and bike.
- Check in daily (Monday-Friday) with the Property Supervisor or his/her designee.
- Provide to the Property Supervisor or his/her designee written notice of any schedule changes.

\* The Housing Authority's Community Policing Program includes the Community Oriented Public Safety (COPS) concept employed by the Long Beach Police Department.



- Participate in weekly Carmelitos management meetings and monthly Anti-Drug and Gang Task Force and Community Policing meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Housing Authority management.
- Participate in monthly Community Safety Committee and Resident Council meetings or any other meetings as requested by the Housing Authority.
- Prepare reports and maintain files on civil and/or criminal activity, which affects the residency status of persons residing in the housing development, as requested by the Housing Authority.
- Complete and transmit logs daily and related Housing Violation Forms and complaint reports, prepare monthly reports that document daily activity and results for the previous month, and a SARA status report of crime problems being targeted by the Community Policing Officers.

Basic Law Enforcement Services (as defined in this Agreement), including area-wide patrol services and response and follow-up to citizen initiated call provided to the general public and which are funded by the general revenues of the City of Long Beach are not chargeable pursuant to this Intergovernmental Agreement.

\* LBPD Community Oriented Public Safety (COPS) incorporates these strategies.

## **NARCOTICS AND GANG INVESTIGATORS AND SUPERVISORS:**

- Identify, with the Housing Authority management, Community Policing Officers and other security resources, persons involved in drug-related and gang-related activity in and around the housing development.
- Solve problems utilizing the SARA Model for problem solving.
- Prepare reports and maintain files on civil and/or criminal activity, which affects the residency status of persons residing in the housing development, as requested by the Housing Authority management.
- Participate in monthly (or any other meetings as requested by the Housing Authority) Anti-Drug and Gang Task Force meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Housing Authority management.
- Prepare monthly reports that document daily activity for the previous month, including SARA status statement of crime problems being targeted by the investigators, and copies of reports on the person(s) being investigated in the housing development.

Basic Law Enforcement Services (as defined in this Agreement), including area-wide patrol services and response and follow-up to citizen initiated calls provided to the general public and which are funded by the general revenues of the City of Long Beach are not chargeable pursuant to this Intergovernmental Agreement.

**ATTACHMENT B**

**STATEMENT OF WORK**

**Administration and  
Supervising Services**

## **ATTACHMENT “B”**

### **SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

### **ADMINISTRATION AND SUPERVISING SERVICES**

### **STATEMENT OF WORK**

The Administration and Supervising Services Sergeant will serve as administrative liaison between the Long Beach Police Department and the Housing Authority. The Administrative and Supervising Services Sergeant will be responsible for the following:

- Assist the Housing Authority in the preparation of the Intergovernmental Agreement and interface with the City Attorney.
- Assist in the recruitment, orientation and training of personnel who will be working under the Intergovernmental Agreement
- Provide functional supervision for all personnel who will be working under the Intergovernmental Agreement.
- Approve all special investigators' and all other overtime requests.
- Review the monthly invoices and reports pursuant to the Intergovernmental Agreement and interface with the LBPD Fiscal Services Department.
- Attend monthly Anti-Drug and Gang Task Force meetings and weekly Community Policing meetings, as necessary, and related meetings convened by the Housing Authority.
- Monitor Intergovernmental Agreement compliance.
- Upon request, respond to other Housing Authority requests for information required for auditing reports, grant proposals or related matters.

# **ATTACHMENT C**

# **FEE SCHEDULE**

**ATTACHMENT "C"**

**SUPPLEMENTAL LAW ENFORCMENT SERVICES**

**FEE SCHEDULE - ANNUAL COST**

<b>SALARIES</b>	<b>MAXIMUM AMOUNT</b>
<b>Community Policing Unit Services</b>	<b>\$289,600</b>
(3) Police Officers @ \$45.89 per hour for a total of 6,300 hours per year.	
<b>Investigations/Special Services</b> Approximately 600 hours per year Patrol Sergeant @ \$62.87 per hour Patrol Officer @ \$47.53 per hour Investigators @ \$47.53 per hour Supervisor @ \$62.87 per hour	<b>\$45,000</b>
<b>Project Administration</b> Approximately 425 hours per year Police Sergeant @ \$59.10 per hour Security Officer II @ \$29.80 per hour	<b>\$17,000</b>
<b>Prevention/Intervention Program Expenses</b> Includes supplies or materials for field trips, violence prevention sessions, etc.	<b>\$3,000</b>
<b>Training</b> Community policing and other related training.	<b>\$3,000</b>
<b>Equipment</b> One (1.5) Black and White Police Vehicle dedicated to Carmelitos Includes: fuel, maintenance, radio and Mobile Data Computer	<b>\$11,000</b>
<b>TOTAL ANNUAL COSTS</b>	<b>\$368,600</b>

**HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES  
COMMUNITY SPACE USE AGREEMENT**

In consideration of the obligations to be undertaken hereunder, the Housing Authority of the County of Los Angeles, hereinafter called the "Licensor" or "Housing Authority" hereby agrees to permit use of the community space hereinafter defined as the "Premises" to City of Long Beach - Police Department, hereinafter called "Licensee", without having to pay rent, upon the following terms and conditions:

**GENERAL PROVISIONS**

**Article I: Premises**

- A. The Premises are located at the following housing development ("Housing Development"), which is owned by the Licensor and commonly known as:

**Carmelitos Housing Development**

**1000 Via Wanda, Long Beach, CA 90805**

- B. The term "Premises", for purposes of this Use Agreement, shall be limited to the following community space at the above named Housing Development:

**Please see Exhibit 1 for a listing of the space to be used under this Space Use Agreement.**

- C. The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Use Agreement. Licensee shall supply its own equipment, furnishings, fixtures and appurtenances, where applicable, and upon written approval of Licensor. Licensee shall be responsible for providing all supplies that Licensee requires for permitted use of Premises. Should there be a Licensor owned private telephone on the Premises, prior written approval for use must be obtained by the Licensee from the Licensor; an accounting of telephone usage shall be maintained by Licensee and reimbursement for such use shall be submitted to the Licensor upon demand.
- D. A joint inspection of the Premises shall be conducted by both parties at the commencement of this Use Agreement and on each anniversary of the commencement term of this request to agree upon the condition and contents of the Premises. Upon completion of the inspection, the Declaration of Condition and Contents of Premises, attached hereto as Attachment "A", describing the condition and contents of the Premises shall be signed and dated by both parties and is incorporated herein by reference.
- E. Licensee shall be fully responsible for set up and cleaning of the Premises for the duration of this Use Agreement and returning the Premises in good condition and repair at the termination of this Use Agreement. Licensee shall be liable for any damages to the Licensor's property, whether real or personal, excluding normal wear and tear. Facility shall be returned to the original condition as indicated by ATTACHMENT "A" DECLARATION OF CONDITION AND CONTENTS OF PREMISES signed by the sponsor. In the event, the facility is not cleaned properly, or the facility is damaged, by the sponsor, Housing Authority/Community Development Commission personnel will clean/ or repair the facility. The sponsor will be billed at the Housing Authority/Community Development Commission employee's hourly rate. Should the sponsor fail to pay for the clean up, a cleaning deposit will be required for all future activities/ or the organization may be barred from future use any Housing Authority/Community Development Commission facilities

**Article II: Term: Multi-Year**

The term of this Use Agreement shall begin on the 14th day of June, 2007 to end on the 13th day of June 2010 unless sooner terminated as provided for herein. The specific days and times for use of the Premises by Licensee shall be as set forth in Attachment "B" and incorporated herein by reference.

**Article III: Purpose**

Licensee understands and agrees that the use of community space shall be reserved for programs and activities which have as their primary objectives to provide programs or services that contribute to the health, education, employment or welfare of the residents of the Housing Development.

**Article IV: Use of Premises**

- A. **Permitted Uses:** Licensee shall use the Premises only for the purpose/s and use as set forth in Attachment "B".
- B. **Prohibited Uses:** The Licensee understands and agrees that the Premises shall not be used for illegal purposes, for any activity of a commercial nature, for any activity which creates a public or private nuisance, nor for the private use of residents or others. Licensee further understands and agrees that the Premises shall not be used for the purpose of raising funds for any purpose nor used for any activity where a fee is charged except as may be approved by Licensor, in writing, pursuant to the rules, regulations and policies established by Licensor governing space use.
- C. **Advertising Displays:** Signs, placards or advertising displays of any kind by Licensee or its agents shall not be attached or affixed to the exterior of the Premises or on Housing Authority property without prior written consent of the Licensor.
- D. **Resident Participation:** Programs and activities conducted by Licensee on the Premises shall be open to all residents of the Housing Development. To maintain continued use for the same or similar purposes, 51% of the participants of the program or activity shall be residents of the Housing Development.
- E. **Activity Reports:** As a condition of continuing use, Licensee shall submit to the Property Supervisor of the Housing Development, an activity report on licensor form(s) at the end of each month during the term of this Use Agreement; or in the case of an event of less than one month duration, at the termination of that event. The activity report shall include detailed reports of all activities conducted during said month, with a statistical list of the resident participants in such activities (not by name). Licensee shall maintain the back-up information which supports its statistical reporting requirements. Licensor shall have the right to audit and inspect such documents with reasonable notice.
- F. **Rules and Regulations:** Licensee shall abide by all rules, regulations, and policies established by Licensor governing the use of the Premises. Such rules, regulations and policies are set forth in Attachment "D" and incorporated into this Use Agreement by this reference and may be modified from time to time in the discretion of the Licensor. Licensor shall give written notice to Licensee of any modifications to the rules, regulations and policies.
- G. **Parking:** Parking rules and regulations for Licensee at the Housing Development shall be determined by the Property Supervisor, in his/her sole discretion, and may be modified from time to time.
- H. **Accident/Incident Notification:** The Licensee understands and agrees that there is a mandatory reporting requirement for any accident/incident that occurs during the use of the Premises by Licensee. An accident/incident is defined as any occurrence that may cause or has the potential to cause injury, disease or damage. The terms accident and incident are interchangeable and include "near miss" situations. Any such accident/incident shall be reported by Licensee immediately and without delay to the Property Supervisor. If the accident/incident occurs after hours the Licensee shall call 1-800-850-8908 and report the accident/incident to the on-call staff person.

**Article V: Expiration/Termination**

- A. **Termination by Either Party:** Either party may terminate this Use Agreement at any time, with or without cause, upon 5-days written notice.





- A. **General Liability Insurance:** (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

The Housing Authority/Community Development Commission shall be named as "An Additional Insured" for the duration of the event, under the sponsor's General Liability Policy. The endorsement shall be issued by the sponsor's insurance carrier, unless evidence is presented that the sponsor's agent/and or broker has the authority to issue endorsements on behalf of the insurance carrier.

- B. **Workers Compensation:** any organization having more than one employee, shall be required to submit evidence of Workers' Compensation Insurance, covering their employees, as mandated by the State of California. Coverage shall be for the statutory limits, as mandated by the State of California, Department of Industrial Relations. Any Self Insured program must be approved by the Risk Manager for the Community Development Commission/ Housing Authority of the County of Los Angeles and is subject to the rules and regulations of the State of California, Department of Industrial Relations, Self Insurance Division. (Note this requirement may be waived subject to the recommendation of Risk Management to the Executive Director of Community Development Commission/ Housing Authority of the County of Los Angeles.
- C. **Auto Liability:** any organization using facilities owned or operated by the Housing Authority or Community Development Commission and driving on their premises shall be required to produce evidence of Commercial Auto Liability Insurance in the amount of \$1,000,000, including coverage for non-owned autos. In the case of individuals, using these facilities, evidence of Personal Auto Liability Insurance shall be submitted to Risk Management for review, if the limits are less than \$1,000,000. Risk Management, upon review shall make recommendations to Executive Director as to what applicable limits shall be required.
- D. **Other Insurance coverages** may be required by the Housing Authority/Community Development Commission depending upon the activity involved as determined by the Risk Manager for the Community Development Commission/Housing Authority.
- E. **Failure To Procure Insurance:** Failure on the part of Licensee to procure or maintain required insurance shall constitute a material breach of this Use Agreement upon which Licensor may immediately terminate this Use Agreement.
- F. **Exceptions:** Residents and/or Resident Organizations authorized to use Housing Authority community facilities are exempted from the insurance requirements set forth in Article VII herein. Further, organizations consisting of both residents and non-residents and authorized to use community facilities for limited purposes such as meetings, shall be exempt from Article VII so long as a resident is a supervisory or managing member of the organization. (This Section C. does not apply to the University of California.)
- G. **Waivers:** Non-resident organizations and/or individuals may apply in writing to Risk Management for a waiver or reduction of the insurance requirements pursuant to the attached rules and regulations. Such waiver or reduction will be reviewed and a recommendation to the Executive Director for consideration. (This Section D. does not apply to the University of California.)
- H. **Self Insurance:** Any self-insurance program and self-insured retention *must be submitted to Risk Management for review and recommendation to the Executive Director for approval.*

**Article VIII: Limitations**

It is expressly understood that in permitting the right to use said Premises, no estate or interest in real property is being conveyed to Licensee, and that the right to use is only a nonexclusive, revocable and unassignable permission to use the Premises in accordance with the conditions of the Use Agreement for the purpose of conducting the permitted activities.

**Article IX: Assignment**

This Use Agreement is personal to Licensee, and Licensee shall have no right or ability to assign the whole or any part of the Premises. In the event Licensee shall attempt to assign or transfer the same in whole or in part all rights hereunder shall immediately terminate.

**Article X: Authority To Cease Activities**

In the event that an authorized representative of Licensor finds that the activities being held on the Premises endanger the health or safety of persons on or near Premises, the representative may require that this Use Agreement immediately terminate forthwith until said endangering activities cease.

**Article XI: Holdover**

In the event of Licensee holdover beyond the term of this Use Agreement, with or without the express written consent of Licensor, such holding over shall be subject to the terms and conditions contained herein.

**Article XII: Entire Agreement**

This Use Agreement with attachments and references constitutes the entire understanding and agreement of the parties.

**Signatures**

IN WITNESS WHEREOF, the Licensee and the Licensor have executed this Use Agreement through their duly authorized officers this 14<sup>th</sup> day of JUNE, 2007.

HOUSING AUTHORITY OF THE  
COUNTY OF LOS ANGELES

By

*Carlos Jackson*

Print Name

CARLOS JACKSON

Title

Executive Director

CITY OF LONG BEACH - POLICE DEPARTMENT

By

*Christine J. Shippey*

ASSISTANT

Print Name

Gerald R. Miller

Title

City Manager

APPROVED AS TO FORM:  
RAYMOND G. FORTNER, JR.  
County Counsel

By

Deputy

*Raymond G. Fortner, Jr.*

APPROVED AS TO FORM  
May 21, 2007  
ROBERT E. SHANNON, City Attorney  
BY *Robert E. Shannon*  
DEPUTY CITY ATTORNEY  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
SUA.00

## EXHIBIT 1

1. Management Office, 1000 Via Wanda
2. Recreation Center, 851 Via Carmelitos
3. Conference Room, 851 Via Carmelitos
4. Community Center, 851 Via Carmelitos
5. Senior Community Center, 801 Via Carmelitos
6. Family Learning Center, 711 Via Wanda