

33907

**INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 4
TO
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AMENDMENT NO. 4 TO INTERGOVERNMENTAL AGREEMENT is made and entered into this 12th day of June, 2019 by and between the Los Angeles County Development Authority, (formerly the Housing Authority of the County of Los Angeles), and the City of Long Beach, hereinafter referred to as "City".

WITNESSETH THAT:

WHEREAS, the Housing Authority of the County of Los Angeles ("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 (12) months with the option for four (4) one-year extensions and an annual compensation increase not to exceed \$360,000.00.

WHEREAS, the parties entered into Amendment No. 1 to said Intergovernmental Agreement to extend the term for one year to June 29, 2017, and increase the annual compensation to \$360,000.00.

WHEREAS, the parties entered into Amendment No. 2 to said Intergovernmental Agreement to extend the term for one year to June 30, 2018, and increase the annual compensation to \$396,000.00.

WHEREAS, the parties entered into Amendment No. 3 to said Intergovernmental Agreement to further extend for the term for another year to June 30, 2019 and to increase the annual compensation to \$377,104.00.

WHEREAS, effective May 16, 2019, by ordinance and resolution of the Board of Supervisors of the County of Los Angeles, the Housing Authority was dissolved as a separate legal entity and merged with the Community Development Commission of the County of Los Angeles ("Commission"), and the Commission was designated as the Los Angeles County Development Authority ("LACDA").

WHEREAS; effective May 16, 2019, by the above-referenced ordinance and resolution, LACDA assumed rights, powers, duties and responsibilities of the Housing Authority.

WHEREAS, the parties wish to amend said Intergovernmental Agreement to reflect the assumption of this Intergovernmental Agreement by LACDA, to extend for the term for the final year to June 30, 2020, and to increase the annual compensation to \$391,761.00.

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 will be amended as follows:

1. Any and references to the Housing Authority in the Intergovernmental Agreement, and any and all amendments thereto shall hereafter refer to the LACDA.
2. Section 3, Term, is deleted in its entirety and replaced as follows:

3. TERM

This Intergovernmental Agreement shall commence on June 30, 2015, and shall remain in force and effect until June 30, 2020, unless sooner terminated as provided herein.

3. Subsection 5.1 of Section 5, Compensation, is deleted in its entirety and replaced as follows:

5. COMPENSATION

5.1 The price for the Supplemental Law Enforcement Services to be provided by LBPD to the LACDA shall be at the rates provided for in Attachment "C" hereto. The LACDA and the City agree that the attached Attachment "C" shall be revised annually to reflect rate changes to rates for Supplemental Law Enforcement Services and such revision will 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 LACDA. However, the Intergovernmental Agreement Price shall not exceed Three Hundred Ninety-One Thousand Seven Hundred Sixty-One Dollars (\$391,761.00) over this term of the Intergovernmental Agreement. Total amount of compensation under the Intergovernmental Agreement shall not exceed One Million Eight Hundred Eighty-Four Thousand Eight Hundred Sixty-Five Dollars (\$1,884,865.00), which will include all related expenses. 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.

4. Attachment "C" is deleted in its entirety and replaced by a revised Attachment "C", Supplemental Law Enforcement Services, Fee Schedule – July 1, 2019 through June 30, 2020, which is attached hereto and incorporated herein by this reference. Any and all references to Attachment "C" shall be to the revised Attachment "C" attached hereto.
5. Subsection 24 will be deleted in its entirety and replaced as follows:

CITY agrees to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of this Agreement. This Agreement is subject to and incorporates all pertinent terms of the Housing and

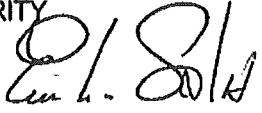
Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the Code of Federal Regulations (CFR) Part 200, the Copeland "Anti-Kickback" Act Requirements, 29 CFR Part 3, Civil Rights Act of 1964, American with Disabilities Act 1990, Section 109 of the Housing and Community Development Act of 1974, Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973, Executive Order 11246 Equal Opportunity Employment, the Drug-Free Workplace Act of the State of California, and the Federal Privacy Act of 1974, 5 U.S.C. 552a.

5. All other terms and conditions of the Intergovernmental Agreement shall remain the same and in full force and effect.


SIGNATURES

IN WITNESS, WHEREOF, the LACDA and the City, through their duly authorized officers, have executed this Amendment No. 4 as of the date first above written.

LOS ANGELES COUNTY DEVELOPMENT
AUTHORITY

By 
for Monique King-Viehland
Executive Director

CITY OF LONG BEACH
A MUNICIPAL CORPORATION

By 
Patrick H. West
City Manager **Tom Modica**
Assistant City Manager


APPROVED AS TO FORM:
MARY C. WICKHAM


County Counsel

APPROVED AS TO FORM:
CHARLES PARKIN

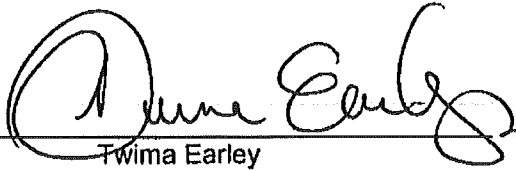
City Attorney

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

By 
Nancy M. Takade
Principal Deputy
County Counsel

By 
Charles Parkin FOR
City Attorney

APPROVED AS TO PROGRAM
HOUSING OPERATIONS DIVISION

By 
Twima Earley
Director

ATTACHMENT "C"

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

FEE SCHEDULE – JULY 1, 2019 THROUGH JUNE 30, 2020

COMMUNITY POLICING UNIT SERVICES/ADMIN	\$313,669.00
(2) Police Officers @ \$97.58 per hour x 3200 hrs	\$312,256.00
(1) Sergeant @\$117.74 per hour x 12 hrs	\$ 1,413.00
SPECIAL PROBLEMS OVERTIME (Pre-Approved)	\$ 27,201.00
Patrol Officer \$87.77 per hour x 300 hrs	\$ 26,331.00
Patrol Sergeant \$108.69 per hour x 8 hrs	\$ 870.00
TRAINING	\$ 1,000.00
Community policing and other related training	
PREVENTION/INTERVENTION PROGRAM EXPENSES	\$ 300.00
Includes supplies or materials, field trips, crime prevention sessions, etc.	
EQUIPMENT	\$32,721.00
Vehicle	\$28,869.00
One (1) Black and White Police Vehicle dedicated to Carmelitos Includes fuel and maintenance	
Mobile Data Computer	\$ 3,852.00
Indirect Cost Rate 4.5% of Direct Costs	\$ 16,870.00
TOTAL COST	\$391,761.00