

**INTERGOVERNMENTAL AGREEMENT AMENDMENT NO. 2
TO
SUPPLEMENTAL LAW ENFORCEMENT SERVICES AGREEMENT**

THIS AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT is made and entered into this 1st day of October, 2017 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 (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 wish to amend said Intergovernmental Agreement to further extend for the term for another year to June 29, 2018 and to increase the annual compensation to \$396,000.00.

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 will be amended as follows:

1. 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, 2018, unless sooner terminated as provided herein. This Intergovernmental Agreement may be extended up to two (2) additional terms in one-year increments.

2. 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 Housing Authority shall be at the rates provided for in Attachment "C" hereto. The Housing Authority and the City agree that the attached Attachment "C" shall be revised annually to reflect changes to rates for Supplemental Law

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 Three Hundred Ninety Six Thousand Dollars (\$396,000.00) over this term of the Intergovernmental Agreement. Total amount of compensation under the Intergovernmental Agreement shall not exceed One Million One Hundred Sixteen Thousand Dollars (\$1,116,000.00), 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.

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 LBPD's overhead which include but is not limited to, the cost of the equipment to be provided by the LBPD, 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 following conditions must be met to fulfill this Intergovernmental Agreement and ensure prompt payment.


- A. The City will 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. 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 be paid in accordance with the Housing Authority's standard accounts payable system.
 - 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, not 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 (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. Attachment C, Supplemental Law Enforcement Services Fee Schedule, is deleted and replaced by a revised Attachment C, a copy of which is attached hereto and incorporated herein.
4. All other terms and conditions of the Intergovernmental Agreement shall remain the same and in full force and effect.

SIGNATURES

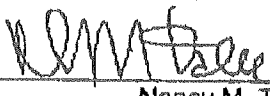
IN WITNESS, WHEREOF, the Housing Authority and the City, through their duly authorized officers, have executed this Amendment No. 2 as of the date first above written.

HOUSING AUTHORITY

OF THE COUNTY OF LOS ANGELES

By 
Sean Rogan
Executive Director

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By 
Nancy M. Takade
Principal Deputy County
Counsel

APPROVED AS TO PROGRAM
HOUSING MANAGEMENT DIVISION

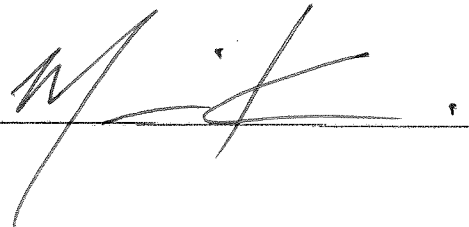
By 
for Maria Badrakhah
Director

CITY OF LONG BEACH
A MUNICIPAL CORPORATION

By 
Patrick H. West
City Manager


Tom Modica
Assistant City Manager

APPROVED AS TO FORM:
CHARLES PARKIN
City Attorney

By 

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ATTACHMENT "C"

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

FEE SCHEDULE – JULY 1, 2017 THROUGH JUNE 30, 2018

COMMUNITY POLICING UNIT SERVICES/ADMIN	\$360,484.00
(2) Police Officers @ \$90.86 per hour x 4176 hrs	\$357,320.00
(1) Sergeant @\$105.46 per hour x 30 hrs	\$ 3,164.00
 SPECIAL PROBLEMS OVERTIME (Pre-Approved)	 \$19,817.00
Patrol Officer \$83.13 per hour x 165 hrs	\$13,769.00
Patrol Sergeant \$98.54 per hour x 50 hrs	\$ 4,927.00
Special Services \$44.82 per hour x 25 hrs	\$ 1,121.00
Officer II	
 TRAINING	 \$1,000.00
Community policing and other related training	
 PREVENTION/INTERVENTION PROGRAM EXPENSES	 \$ 715.00
Includes supplies or materials, field trips, crime prevention sessions, etc.	
 EQUIPMENT	 \$ 13,984.00
One (1) Black and White Police Vehicle dedicated to Carmelitos	
Includes fuel, maintenance, radio and Mobile Data Computer	
 TOTAL COST	 \$396,000.00