



35878

**INTERGOVERNMENTAL AGREEMENT**

**FOR**

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES**

**BY AND BETWEEN**

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**

**AND**

**CITY OF LONG BEACH**

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**STANDARD EXHIBITS**

- Exhibit A – Supplemental Law Enforcement Services Costs
- Exhibit B – Scope of Services Community Policing Program
- Exhibit C – Space Use Agreement
- Exhibit D – Report Form
- Exhibit E – LACDA Administration
- Exhibit F – City/Department Administration
- Exhibit G – Required Agreement Provisions

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AND  
CITY OF LONG BEACH**

This Intergovernmental Agreement for Supplemental Law Enforcement Services ("Agreement") is entered into this 1<sup>st</sup> day of January 1, 2021, by and between the Los Angeles County Development Authority ("LACDA") and City of Long Beach ("CITY") and Long Beach Police Department, a CITY department ("DEPARTMENT"). The LACDA, CITY, and DEPARTMENT are herein referred to as collectively the ("Parties").

**RECITALS**

**WHEREAS**, the LACDA is authorized under Section 6.2 of the LACDA 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 2 CFR 200.318 (e);

**WHEREAS**, the LACDA is authorized to enter into an intergovernmental agreement with the CITY to procure supplemental law enforcement services for the Carmelitos housing development located at 1000 Via Wanda in the City of Long Beach Long Beach, California from the Long Beach Police Department (LBPD) under Title 2 CFR 200.318 (e) 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 LACDA (previously known as the Housing Authority of Los Angeles County), and the City, it was agreed in pertinent part that the City shall, without cost or charge to the LACDA 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 LACDA 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 Long Beach Police Department (“DEPARTMENT”) is a CITY department that provides public law enforcement services within the City of Long Beach which includes the LACDA’s Carmelitos housing development;

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

**WHEREAS**, the LACDA has experienced various levels of crime, including drug and gang problems, at the Carmelitos housing development;

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

**WHEREAS**, for the purpose of achieving such common goal, the LACDA and the CITY agree that the CITY, for a fee, will provide trained DEPARTMENT personnel to conduct supplemental law enforcement services at the Carmelitos housing development, over and above the law enforcement services provided to the public generally.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the Parties mutually agree as follows:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, and G are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

### **1.1 Standard Exhibits**

#### **1.1.1 Exhibit A - Supplemental Law Enforcement Services Costs**

- 1.1.2 Exhibit B - Scope of Services Community Policing Program
- 1.1.3 Exhibit C - Space Use Agreement
- 1.1.4 Exhibit D - Report Form
- 1.1.5 Exhibit E – LACDA Administration
- 1.1.6 Exhibit F – City/Department Administration
- 1.1.7 Exhibit G – Required Agreement Provisions
  - HUD Section 3 Provisions
  - Los Angeles County Smoke Free Policy at Housing Development Sites

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the Parties, and supersedes all previous Agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to Section 8.1 - Amendments and signed by both Parties.

## **2.0 DEFINITIONS**

### **2.1 Standard Definitions**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 2.1.1 "Basic Law Enforcement Services" shall mean provisions 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 of Long Beach. Such Basic Law Enforcement Services shall include, but not necessarily be limited to, responses to citizen initiated calls; assistance provided by officers other than the designated 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, and child-abuse investigations; patrol of public streets; maintenance of records and preparation of statistical and other reports generally maintained and prepared by the DEPARTMENT; booking and jailing services; and time spent in court to testify as to Basic Law Enforcement Services matters.

- 2.1.2 "Supplemental Law Enforcement Services" shall mean the law enforcement services and facilities identified in **Exhibit B- Scope of Services Community Policing Program** attached hereto, to be provided to the LACDA by the DEPARTMENT at the Intergovernmental Agreement Price specified herein for the Carmelitos housing development located at 1000 Via Wanda in the City of Long Beach Long Beach, California. 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.

## 3.0 WORK

### 3.1 Work Requirements

- 3.1.1 Pursuant to the provisions of this Agreement, the DEPARTMENT shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in **Exhibit B - Scope of Services Community Policing Program**, attached hereto and incorporated herein by reference.
- 3.1.2 The DEPARTMENT acknowledges that the quality of service(s) provided under this Agreement shall be at least equivalent to that which DEPARTMENT provides to all other clients it serves.
- 3.1.3 If the DEPARTMENT provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement,

the same shall be deemed to be a gratuitous effort on the part of the Agreement, and the CITY shall have no claim whatsoever against the LACDA.

## **4.0 TERM OF AGREEMENT**

### **4.1 Term**

The term of this Agreement shall commence January 1, 2021 or upon execution by the LACDA Acting Executive Director, whichever is later, and shall terminate June 30, 2025, unless sooner terminated or extended in whole or in part as provided for herein.

## **5.0 AGREEMENT PRICE AND RATES**

### **5.1 Total Agreement Price**

The Intergovernmental Agreement Price for the Supplemental Law Enforcement Services ("Intergovernmental Agreement Price") shall not exceed \$239,266.00 for the period of January 1, 2021 through June 30, 2021. Any increases to the Intergovernmental Agreement Price must be made through written amendment to this Agreement, executed by the LACDA and the CITY.

### **5.2 Annual Price Adjustments**

In addition to any increase for additional or different supplemental law enforcement services and/or personnel pursuant to a written amendment to this Agreement, the Intergovernmental Agreement Price may be negotiated and adjusted up to ten (10) percent on the following terms and conditions:

5.2.1 The Intergovernmental Agreement Price shall be adjusted not more than once annually effective July 1 of each year to reflect increases or decreases in the DEPARTMENT's cost of providing Supplemental Law Enforcement Services as determined by the CITY. The DEPARTMENT will give the LACDA thirty (30) days written notice thereof.



5.2.2 If any such annual adjustment causes the Intergovernmental Agreement Price to exceed the amount approved by the LACDA for Supplemental Law Enforcement Services for that fiscal year, the LACDA shall notify the DEPARTMENT in writing within thirty (30) days of receipt of such whether it elects to (i) reduce the level of Supplemental Law Enforcement Services provided so that the Intergovernmental Agreement Price, at the new rates determined by the CITY, shall not exceed the amount approved by the LACDA; or (ii) terminate the Agreement.

### **5.3 Agreement Rates**

The Supplemental Law Enforcement Services to be provided by the DEPARTMENT to the LACDA shall be charged at the rates provided for in **Exhibit A- Supplemental Law Enforcement Services Costs**, attached hereto.

### **5.4 Budget Line Items**

Changes to budget line items may be affected by a written change notice, so long as such changes do not increase the Intergovernmental Agreement Price. A letter of notification from the LACDA Executive Director will be transmitted to indicate acceptance of the line item change. **Exhibit A- Supplemental Law Enforcement Services Costs**, will be revised and attached to the letter of notification.

### **5.5 Source and Appropriation of Funds**

5.5.1 The LACDA's obligation is payable only and solely from funds appropriated through the U.S. Department of Housing and Urban Development ("HUD") and the County General Fund, for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.

5.5.2 In the event this Agreement extends into succeeding fiscal years and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The LACDA will

endeavor to notify the DEPARTMENT in writing within ten (10) days of receipt of non-appropriation notice.

5.5.3 The LACDA shall annually, no later than June 1, notify DEPARTMENT in writing on LACDA letterhead of the LACDA's intent to continue service from the DEPARTMENT for the next fiscal year beginning July 1. If the LACDA modifies the LACDA sites, staffing level, overtime budgets, or training and special expenditures budgets, the LACDA shall notify the DEPARTMENT in writing within thirty (30) days prior to the implementation of the modification.

## **6.0 ADMINISTRATION OF AGREEMENT – LACDA**

### **6.1 LACDA's Administration**

A listing of all LACDA Administration referenced in the following subparagraphs is designated in **Exhibit E - LACDA Administration**. The LACDA shall notify the CITY and DEPARTMENT in writing of any change in the names or addresses shown.

### **6.2 Payment of Invoices**

The LACDA shall pay the DEPARTMENT invoices within thirty (30) days of receipt and approval of the monthly invoice with written reports and all supporting data necessary to verify the accuracy of the billing and shall provide prompt written notification to the DEPARTMENT of the reason for disapproval of any invoice or report. Payment for said services shall be made by check, money order, or via electronic transfer payable to the Long Beach Police Department.

### **6.3 Facilities and LACDA-Owned Equipment**

6.3.1 In reference to services described in **Exhibit B- Scope of Services Community Policing Program**, the LACDA shall at its expense provide to the Community Policing Program officers, best available equipment such as cellular phones, bicycles, desks, telephones, computers with electronic mail, and locking file cabinets at the Carmelitos housing development (as needed). The equipment

purchased by the LACDA shall only be used by the DEPARTMENT's personnel employed under this Agreement. The DEPARTMENT shall take reasonable measures to insure proper care and security of all equipment provided by the LACDA. The equipment purchased by the LACDA shall remain the property of the LACDA and at the termination of this Agreement shall be returned to the LACDA pursuant to its direction.

6.3.2 During the term of this Agreement, the LACDA shall reimburse the DEPARTMENT for the cost of routine maintenance and repair of the equipment (including vehicles and radios); however, the DEPARTMENT shall have the sole responsibility for repairing or the cost of replacement of non-repairable damaged/destroyed equipment due to negligence.

6.3.3 The DEPARTMENT will review and execute any necessary Space Use Agreements **Exhibit C - Space Use Agreement** with the LACDA pertaining to any common spaces located at the Carmelitos housing development. At the request of the DEPARTMENT or his designee(s), the LACDA in its discretion may authorize the DEPARTMENT to utilize a vacant residential unit for purposes of surveillance of criminal activity or other activity that affects the quality of life at the Carmelitos housing development. The usage of a vacant residential unit for purposes of surveillance of criminal activity or other activity that affects the quality of life at the Carmelitos housing development shall not require a Space Use Agreement.

#### **6.4 Orientation and Training**

6.4.1 In reference to services described in **Exhibit B- Scope of Services Community Policing Program**, the LACDA shall provide at its expense to the assigned personnel (i) an orientation regarding the LACDA organization and personnel and the Carmelitos housing development, (ii) an orientation regarding the LACDA Lease and Occupancy Policies and Procedures, including the Fair Housing

Policy, (iii) an introductory course on community-based and problem-oriented policing, and (iv) other courses that will assist personnel in effectively providing services to the LACDA residents.

6.4.2 Subsequently, at its option and expense, the LACDA may provide the assigned personnel with site visits to other law enforcement agencies in California which have successfully implemented community policing programs in public housing developments or in high crime areas, and may send the assigned personnel to national, regional and/or local training seminars on community policing or training related to the Interagency Agreement. Any time spent by the assigned personnel on such the LACDA-provided orientation or training programs shall be billed to the LACDA at the rates provided in **Exhibit A - Supplemental Law Enforcement Services Costs**, hereto.

## **7.0 ADMINISTRATION OF AGREEMENT – CITY/DEPARTMENT**

### **7.1 City and Department Administration**

A listing of all City and Department Administration referenced in the following sub-paragraphs is designated in **Exhibit F – City/Department Administration**. The CITY and DEPARTMENT shall notify the LACDA in writing of any change in the names or addresses shown.

### **7.2 Professional Standards**

The DEPARTMENT agrees to perform the Supplemental Law Enforcement Services, in a good and professional manner, maintaining at least the professional standards required by the DEPARTMENT of its professional law enforcement personnel performing police services for the public generally.

### **7.3 Billing and Reports**

The DEPARTMENT shall bill the LACDA monthly for Supplemental Law Enforcement Services rendered under this Agreement. Such monthly billing shall identify and detail the Supplemental Law Enforcement Services

provided by personnel during the preceding period. Said billing shall not include charges for Basic Law Enforcement Services and shall be delivered to the LACDA by the 20<sup>th</sup> of the following month.

#### **7.4 Confidentiality and Information Security**

- 7.4.1 In accordance with the Federal Privacy Act, the LACDA may disclose records pertaining to individual household members ("TENANT RECORDS") to the DEPARTMENT as part of a civil or criminal law enforcement activity being conducted by the DEPARTMENT. To obtain the TENANT RECORDS for an individual, the Community Policing Program Team Sergeant, or designee, shall make a written request to the LACDA specifying the particular portion of the TENANT RECORDS requested and the law enforcement activity for which the records are sought.
- 7.4.2 The DEPARTMENT shall not use any TENANT RECORDS, and/or information derived therefrom, for any purpose except as part of a civil or criminal law enforcement activity being conducted by the DEPARTMENT.
- 7.4.3 Except as provided by law, the DEPARTMENT, shall keep all TENANT RECORDS received, and information derived therefrom, confidential. Except as provided by law, the TENANT RECORDS received, and information derived therefrom, shall not be disclosed or made available to any person, firm, corporation or entity without the prior written consent of the LACDA.
- 7.4.4 With regard to all TENANT RECORDS received from the LACDA, the DEPARTMENT shall comply with any information technology security policies relating to the protection of confidential or sensitive information, as required by the Los Angeles County Board of Supervisors.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

Unless otherwise provided in this Agreement, all changes, modifications, or amendments to this Agreement must be in the form of a written Amendment duly executed by authorized personnel of the CITY and the LACDA.

Notwithstanding the foregoing, any changes to budget line items may be affected by a written change notice, signed by the LACDA Executive Director or designee, and by the DEPARTMENT or designee, so long as such changes do not increase the Intergovernmental Agreement Price. A letter of notification from the LACDA Executive Director will be transmitted to indicate acceptance of the line item change. **Exhibit A - Supplemental Law Enforcement Service Costs**, will be revised and attached to the letter of notification.

## **8.2 Assignment and Delegation and Subcontracting**

The Parties shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be null and void.

## **8.3 Compliance with Applicable Laws**

The DEPARTMENT 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 85, 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.

## **8.4 City's Compliance with Los Angeles County's Smoke Free Policy at all Housing Development Properties**

The CITY represents that it will comply with LACDA's policy, strictly prohibiting smoking on all LACDA's housing development, properties, except at the South Bay Gardens Senior Housing Development located at 230 E. 130th Street, Los Angeles, CA 90061, where smoking is permitted only in a specified open area that is at least 25 feet away from a LACDA building and is clearly labeled as a "Smoking Designated Area." The CITY acknowledges and understands that the LACDA's smoke free policy, a copy which is attached in **Exhibit E – Required Agreement Provisions** applies to all residents, guests, visitors, vendors, contractors, and staff.

#### **8.5 Counterparts and Electronic Signatures**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or other electronically delivered signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

#### **8.6 Governing Law, Jurisdiction, and Venue**

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

#### **8.7 Department Employees**

The DEPARTMENT understands and agrees that all persons furnishing services to the LACDA pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of the DEPARTMENT. The DEPARTMENT 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 LACDA under this Agreement. The DEPARTMENT shall not subcontract any part of work covered by this Agreement.

## **8.8 Enforcement of California Penal Code Section 602**

8.8.1 Notwithstanding any provision of this Agreement to the contrary, including without limitation Paragraph 16, LACDA and the DEPARTMENT or his designee who are on site in official capacity hereby enter into a limited agency relationship, and the DEPARTMENT shall be the LACDA's, agent, solely and exclusively for the purpose of allowing the DEPARTMENT or his designee to enforce California Penal Code Section 602 at the LACDA site when in the DEPARTMENT's discretion enforcement of Penal Code Section 602 is appropriate. This limited agency relationship shall be limited to those actions directly taken by the DEPARTMENT to enforce Penal Code Section 602 at said LACDA site. The DEPARTMENT shall retain the right to supervise and control its officers in enforcing California Penal Code Section 602, including any decisions regarding the means of enforcing such Penal Code section.

### **8.8.2 Tenant Rosters**

In furtherance of enforcing California Penal Code Section 602, LACDA shall cooperate with the DEPARTMENT by providing a tenant roster of public and affordable housing resident information, including resident names and addresses. The DEPARTMENT will comply with the confidentiality provisions set forth in Sections 7.4 with respect to the tenant rosters and any information derived therefrom.

## **8.9 Indemnification**

8.9.1 The LACDA shall indemnify, defend, and hold harmless the CITY, its 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 the LACDA's acts and/or omissions arising from and/or relating to this Agreement.

8.9.2 The CITY shall indemnify, defend, and hold harmless the LACDA, the County, 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 the CITY's acts and/or omissions arising from and/or relating to this Agreement.

#### **8.10 Notices**

Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the person named. Addresses and persons to be notified may be changed by either party by giving ten (10) calendar days prior written notice thereof to the other party.

Notices to the CITY shall be addressed as follows:

City of Long Beach Police Department  
400 West Broadway  
Long Beach, California 90802  
Attention: Tom Modica, City Manager

Notices to the LACDA shall be addressed as follows:

Los Angeles County Development Authority  
700 West Main Street  
Alhambra, California 91801  
Attention: Emilio Salas, Acting Executive Director

#### **8.11 Quality Assurance Plan**

The LACDA or its agent will evaluate the DEPARTMENT's performance. If needed, a report will be prepared to include improvement/corrective action measures taken by the LACDA and DEPARTMENT. If improvement does

not occur consistent with the corrective action measures, the LACDA may terminate this Agreement or enforce other remedies as specified in this Agreement.

#### **8.12 Record Access and Retention**

8.12.1 The DEPARTMENT shall provide access to the LACDA, the United States Department of Housing and Urban Development or any other 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 DEPARTMENT which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

8.12.2 The DEPARTMENT is required to retain the aforementioned records for a period of five (5) years after the LACDA pays final payment and other pending matters are closed under this Agreement.

#### **8.13 Section 3 of the Housing and Urban Development Act of 1968**

8.13.1 The work to be performed under this 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.

8.13.2 The Parties to this Contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3, a copy which is attached in Exhibit F – Required Contract Provisions. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

8.13.3 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.

8.13.4 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 subCITY is in violation of the regulations in 24 CFR Part 135. The CITY will not subcontract with any subCITY where the CITY has notice or knowledge that the subCITY has been found in violation of the regulations in 24 CFR Part 135.

8.13.5 The CITY will certify that any vacant employment positions, including training positions, that are filled (1) after the CITY is selected but before the Contract 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.

8.13.6 Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

8.11.7. 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 Contract. 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 Contract 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).

#### **8.14 Validity**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.15 Waiver**

No waiver by the LACDA of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the LACDA to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

### **9.0 INSURANCE**

Without limiting the CITY's indemnification of LACDA Indemnitees, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, the CITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the CITY pursuant to this Agreement. The LACDA in no way warrants that the Required Insurance is sufficient to protect the CITY for liabilities which may arise from or relate to this Agreement.

#### **9.1 INSURANCE COVERAGE**

**9.1.1 Commercial General Liability Insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed/On-Going Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

**9.1.2 Automobile Liability Insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of the CITY's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**9.1.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

## **9.2 ADDITIONAL UNIQUE INSURANCE COVERAGE**

### **9.2.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report

to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

### **9.3 CERTIFICATE OF SELF-INSURANCE COVERAGE:**

9.3.1 Certificate(s) of Self-Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the CITY's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Agreement.

9.3.2 Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to the CITY's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required CITY and/or Sub-Contractor insurance policies at any time.

9.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this Agreement.

#### **City of Long Beach Police Department – Supplemental Law Enforcement Services**

9.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any

policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

9.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the CITY, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

9.3.6 Certificates and copies of any required endorsements shall be sent and emailed to:

Los Angeles County Development Authority  
Housing Operations Division  
700 West Main Street Alhambra CA 91801  
Attention: Twima Earley, Director  
Email: Twima.Earley@lacda.org

#### **9.4 NOTICES OF INJURY OR DAMAGE OR DESTRUCTION**

The CITY also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to a CITY employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to the CITY. The CITY also shall promptly notify LACDA of any third-party claim or suit filed against the CITY or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against the CITY and/or LACDA.

#### **9.5 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The LACDA and its Agents shall be provided additional insured status under the CITY's General Liability policy with respect to liability arising out of the

CITY's ongoing and completed operations performed on behalf of the LACDA. LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CITY's acts or omissions, whether such liability is attributable to the CITY or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **9.6 CANCELLATION OF OR CHANGE TO MAINTAIN INSURANCE**

The CITY shall provide LACDA with, or the CITY's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Agreement.

#### **9.7 FAILURE TO MAINTAIN INSURANCE**

The CITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which LACDA immediately may withhold payments due to the CITY, and/or suspend or terminate this Agreement. LACDA, at its sole discretion, may obtain damages from the CITY resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to the CITY, deduct the premium cost from sums due to the CITY or pursue the CITY reimbursement.



## **9.8 CITY'S INSURANCE SHALL BE PRIMARY**

The CITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to the CITY. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CITY coverage.

## **9.9 INSURANCE SPECIFICS**

### **9.9.1 Waivers of Subrogation**

To the fullest extent permitted by law, the CITY hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Agreement. The CITY shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

### **9.9.2 Sub-Contractor Insurance Coverage Requirements**

The CITY shall include all Sub-Contractors as insureds under the CITY's own policies, or shall provide LACDA with each Sub-Contractor's separate evidence of insurance coverage. The CITY shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and the CITY as additional insureds on the Sub-Contractor's General Liability policy. The CITY shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

### **9.9.3 Deductibles and Self-Insured Retentions (SIRs)**

The CITY's policies shall not obligate the LACDA to pay any portion of any CITY deductible or SIR. The LACDA retains the right to require

the CITY to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing the CITY's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **9.9.4 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. The CITY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **9.9.5 Application of Excess Liability Coverage**

The CITY may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **9.9.6 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **9.9.7 Alternative Risk Financing Programs**

The LACDA reserves the right to review, and then approve, the CITY's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required

Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

**9.9.8 LACDA Review and Approval of Insurance Requirements**

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

**10.0 TERMINATION**

**10.1 Termination for Convenience**

Either Party may terminate this Agreement for convenience, without cause, upon thirty (30) days advance written notice.

**10.2 Termination for Default**

This Agreement may be terminated by the LACDA upon written notice to the CITY for cause (failure to perform satisfactorily any of the Agreement terms, conditions, and work items) with no penalties incurred by the LACDA upon termination or upon the occurrence of any of the following events: (a) Continuing failure of the DEPARTMENT to perform any services required to be performed hereunder in a timely and good workerlike manner; or (b) the DEPARTMENT is not properly carrying out the provisions of this Agreement in their true intent and meaning; Then in such case, notice, thereof in writing will be served upon the DEPARTMENT, and should the DEPARTMENT neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the LACDA within the time specified in such notices, the LACDA shall have the power to suspend the performance of this Agreement by the DEPARTMENT in whole or in part.

[Signatures on the following page]

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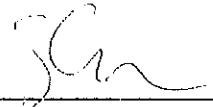
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**SIGNATURES**

**IN WITNESS WHEREOF**, the LACDA and the CITY, through their duly authorized officers, have executed this Contract as of the date first above written.

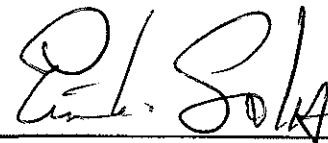
APPROVED AS TO FORM:  
CHARLES PARKIN  
City Attorney

CITY OF LONG BEACH, A MUNICIPAL CORPORATION

By 

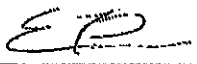
By   
Tom Modica  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER  
LOS ANGELES COUNTY DEVELOPMENT  
AUTHORITY

By   
Emilio Salas  
Executive Director

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
Acting County Counsel

APPROVED AS TO PROGRAM:  
HOUSING OPERATIONS DIVISION

By   
Elizabeth Pennington  
Deputy County Counsel

By   
Twima Earley  
Director

# **EXHIBIT A**

## **SUPPLEMENTAL LAW ENFORCEMENT SERVICES COST**

**SUPPLEMENTAL LAW ENFORCEMENT SERVICES COST**

**FEE SCHEDULE – JANUARY 1, 2021 THROUGH JUNE 30, 2021**

<b>COMMUNITY POLICING UNIT SERVICES/ADMIN</b>	<b>\$197,771.78</b>
(2) Police Officers @ \$103.70 per hour x 1900 hrs	\$197,030.00
(1) Sergeant @\$123.63 per hour x 6 hrs	\$ 741.78
<b>SPECIAL PROBLEMS OVERTIME (Pre-Approved)</b>	<b>\$ 14,280.48</b>
Patrol Officer \$92.16 per hour x 150 hrs	\$ 13,824.00
Patrol Sergeant \$114.12 per hour x 4hrs	\$ 456.48
<b>TRAINING</b>	<b>\$ 500.00</b>
Community policing and other related training	
<b>PREVENTION/INTERVENTION PROGRAM EXPENSES</b>	<b>\$ 50.00</b>
Includes supplies or materials, field trips, crime prevention sessions, etc.	
<b>EQUIPMENT</b>	<b>\$16,360.00</b>
Vehicle	\$14,434.00
One (1) Black and White Police Vehicle dedicated to Carmelitos Includes fuel and maintenance	
Mobile Data Computer	\$ 1,926.00
Indirect Cost Rate 4.5% of Direct Costs	\$10,303.30
<b>TOTAL COST</b>	<b>\$239,266.00</b>

**EXHIBIT B**

**SCOPE OF SERVICES  
FOR THE  
COMMUNITY POLICING PROGRAM**



**SCOPE OF SERVICES  
FOR THE  
COMMUNITY POLICING PROGRAM**

**DEPARTMENT's Responsibilities:**

The DEPARTMENT recognizes that law enforcement can most effectively solve community problems through interactive law enforcement partnerships. The LACDA's Community Policing Program (CPP) operates on this principle. The DEPARTMENT's personnel who work under this Agreement proactively address the conditions that contribute to crime and nuisance issues and fear of crime through intervention, prevention and enforcement for the Carmelitos housing development located at 1000 Via Wanda in the City of Long Beach Long Beach, California. DEPARTMENT's personnel engage and collaborate with the LACDA's residents and staff and with other agencies to seek solutions to reduce the crime, nuisance, and fear of crime.

(a) **Personnel.** DEPARTMENT shall provide all personnel to perform service functions under this Agreement. The recruitment, selection, training and supervision shall be the sole responsibility of the DEPARTMENT. The DEPARTMENT shall cooperate with and involve the LACDA's Executive Director or designee(s) in the recruitment, selection, training, and retention of DEPARTMENT personnel in the performance of the Community Policing Program service functions provided herein. The DEPARTMENT shall use best efforts to respond to the LACDA's requests

and needs in filling personnel positions under this Agreement. New contract personnel will be evaluated at the end of a ninety (90) day review period. DEPARTMENT personnel or LACDA staff has the option to terminate the assignment at that time without violating the terms of this contract.

**(b) Work Schedule.** The work schedule will be determined by DEPARTMENT in cooperation with LACDA's Executive Director or contract designee and will regularly involve evening and weekend work. Within reason, the work schedule must be flexible based on the occurrence of crime and nuisance problems that impact the residents' quality of life at the Carmelitos housing development. DEPARTMENT shall provide written notice to LACDA on a weekly basis regarding the work schedule and shall provide timely written notice by email of any changes to said work schedule. Other than overtime personnel assigned, DEPARTMENT shall make reasonable efforts to provide continuity among personnel and assign the same personnel to the Community Policing Program for a minimum of one year at the Carmelitos housing development beginning July 1. At the time of a change in personnel, one officer shall remain assigned to the Carmelitos housing development during a period of at least 60 days for training and transition of personnel.

**(c) DEPARTMENT-Owned Equipment.** DEPARTMENT shall provide and maintain equipment such as cars, radios, bicycles, and computers to be used for the Community Policing Program Officers. DEPARTMENT shall provide space to store securely such cars, radios,

bicycles, or other equipment assigned to the LACDA, when such equipment is not in use. Regarding computers, personnel will ensure that all equipment is operable at the LACDA office designated for Community Policing Program personnel. If computer issues arise, matters will be addressed within 30 days.

(d) **Supervision.** DEPARTMENT's assigned supervision will be mutually determined between both parties and formally defined under "Scope of Services for the Community Policing Program Team Sergeant". The type of supervision will be contingent upon the needs of the LACDA and the ability of the DEPARTMENT to provide staffing. Modifications in the aforementioned "Scope of Services for the Community Policing Program Team Sergeant," shall not be valid or enforceable unless in writing and approved by both parties, as per Section 8.1 of this Agreement.

(e) **DEPARTMENT Training.** DEPARTMENT shall provide to the Officers at its expense all mandated and in-service training provided to DEPARTMENT'S Officers performing Basic Law Enforcement Services that meet required peace officer standards. In reference to the services described in **Exhibit B- Scope of Services Community Policing Program**, DEPARTMENT shall provide to the Officers the mandated and in-service training. The time spent by DEPARTMENT's Officers at any of such training programs shall be considered as part of the forty (40) hour work week.

(f) **Uniforms.** Routinely the Community Policing Program Officers and Sergeant will be in authorized uniforms. The Sergeant will ensure the

officers are in accordance with the applicable uniform for the day to operations.

**(g) Crime Reports.** DEPARTMENT shall provide on a monthly and as-needed basis redacted reports documenting the crimes occurring in and around the LACDA site, with the exception of confidential reports, sex crime reports, reports indicating an identifiable juvenile. DEPARTMENT shall follow policies, directives and state laws in regard to particular reports such as domestic violence reports or cases where confidentiality must be maintained in the interest of the victims, suspects, and witnesses involved. DEPARTMENT shall provide a verbal or email notification immediately to LACDA Management highlighting any major activity in and around the LACDA site. DEPARTMENT shall provide weekly a summary report and redacted supporting documentation, which may include calls for service, crime reports, housing violations, etc., detailing supplemental services. Data for the previous month is due by the 10th of the month. LACDA agrees not to release these records to any third party and to limit access to all reports to essential personnel only and to maintain them in a secure manner. In the event the LACDA receives a Public Records Act request for the documents, LACDA shall not release the documents, but refer the request to the DEPARTMENT.

### **COMMUNITY POLICING PROGRAM OFFICERS**

- a. **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 Agreement.

- b. **The Community Policing Program (CPP) goal is to reduce crime and nuisance and maintain a reduction in crime at LACDA's Carmelitos housing development. Dedicated Officers assigned to the CPP shall chiefly act in a liaison role between LACDA and DEPARTMENT, as well as other law enforcement entities and also provide, as requested by LACDA, the following Supplemental Law Enforcement Services:**
- i. Partner with residents and staff of LACDA to plan and implement the Community Policing Program.
  - ii. Identify crime, gang, drug and nuisance problems that impact the quality of life in and around the housing development utilizing a variety of sources including, but not limited to, releasable crime data and information from LACDA staff and residents.
  - iii. Solve crime, gang, drug and nuisance problems utilizing the SARA Model (Scanning, Analysis, Response and Assessment) of problem solving. Document the Problem-Oriented Policing (POP) projects identified for the housing development.
  - iv. Implement traditional and innovative strategies, which include prevention, intervention and enforcement strategies in response to crime, gang, drug and nuisance problems.
  - v. Conduct an annual survey and/or community meeting of residents to introduce or inform residents about the Community Policing Program and to identify crime, gang, drug and nuisance problems.
  - vi. Identify, in cooperation with LACDA management, Station personnel and other law enforcement resources, persons reported to be engaged in drug and gang related activities and other crime and nuisance problems in and around the housing development.
  - vii. Develop strategies with LACDA management, Station personnel and other law enforcement resources to address the identified drug and gang activity and other crime and nuisance problems in and around the housing development. Strategies will include prevention, intervention and enforcement.

- viii.** Implement and evaluate the prevention, intervention and enforcement strategies to address identified drug and gang activity and other crime and nuisance problems in and around the housing development.
- ix.** 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/or bike based on a sufficient number of CPP personnel dedicated to the Community Policing Program.
- x.** Wear appropriate bike uniforms during bike patrol assignments and during approved prevention and intervention activities.
- xi.** Maintain consistent and ongoing communication to facilitate daily transfer of information (Monday-Friday business hours) with the housing development Property Manager or his/her designee. Officer personnel will contact in-person, call or email regarding any crime issue occurring at the development during business hours and after business hours.
- xii.** Provide to the Property Manager or his/her designee and LACDA management timely written notice by email of any schedule changes.
- xiii.** Participate in weekly site management meetings and monthly Community Policing Task Force meetings with LACDA management and other concerned and affected agency personnel such as Station personnel, prosecutors, probation officers, and parole agents.
- xiv.** Participate in monthly Resident Council meetings, quarterly Resident Orientation meetings, or any other meetings as requested by LACDA.
- xv.** Prepare reports and maintain files on civil and/or criminal activity which impacts the quality of life at the housing development. The reports facilitate the assessment of incidents involving residents and/or may be used in effect by the LACDA to evaluate program compliance and residency status of persons residing in the housing development, as requested by LACDA and held in accordance with DEPARTMENT's policy.
- xvi.** Complete and transmit reports weekly and monthly reports that demonstrate activity as well as productivity from the

Community Policing Program team members. Also, complete related LACDA Housing Violation Forms and complaint reports that document lease breaches for LACDA action. Prepare complete and accurate monthly reports that document weekly activity and results for the previous month and a SARA status report of crime and nuisance problems being addressed by the Community Policing Officers.

#### **ADMINISTRATIVE STAFF**

**c. The Community Policing Program Team Sergeant will also serve as administrative liaison between DEPARTMENT and LACDA.**

**d. Community Policing Program (CPP) Team Sergeant**

**i. The Community Policing Program Team Sergeant's priority will be field duties with functional supervision of field personnel. Secondary responsibilities encompass administrative duties. The Community Policing Program Team Sergeant will be responsible for the following:**

**(1) Field Duties:**

**(a)** Attend monthly Community Policing Task Force meetings, if available, and meetings with the LACDA contract designee to ensure effective planning and implementation of the Community Policing Program. Attend other LACDA and site meetings, as needed.

**(b)** Meet with Community Policing Program team weekly to monitor and provide assistance with prevention, intervention and enforcement activities, especially Problem Oriented Policing (POP) projects.

**(c)** Communicate with Station Command Staff all problems or issues concerning Community Policing Program team activities and any on-duty incidents requiring immediate notification, as per DEPARTMENT's policy.

**(d)** Ensure that all Community Policing Program and other Bureau special operations and overtime requests are reviewed and approved with LACDA and meet financial compliance.

Work the special operations on an as-needed basis.

- (e) Encourage and promote open and supportive relationships within and between Community Policing Program and LACDA personnel, residents, personnel from other DEPARTMENT's stations and agencies.
- (f) Ensure that weekly reports and related documentation, monthly reports, POP projects and other requested reports are accurate, complete and submitted in a timely manner.
- (g) Complete annual evaluations of Community Policing Program officers.
- (h) Assist Station supervisory staff in the preparation of any of the following reports for personnel under the supervision of the Community Policing Program Team Sergeant: Use of Force, Traffic Collision Investigations, Citizen Complaints, Watch Commander Service Comment Reports, Employee Injury Reports, and/or any other required DEPARTMENT's reports.
- (i) Assist with identifying training available to Community Policing Program team members to support contract objectives and mission.
- (j) Identify basic and supplemental resources available to address identified crime problems.

#### **NARCOTICS AND GANG BUREAU INVESTIGATORS**

- e. **Basic Law Enforcement Services, including area-wide narcotics and gang investigations provided to the public generally, are funded by the general revenues of the City of Long Beach and are not chargeable pursuant to this Agreement.**
- f. **DEPARTMENT's Narcotics and Gang Bureaus will provide, as requested by LACDA, the following Supplemental Law Enforcement Services:**
  - i. Identify with LACDA Management, Community Policing Officers and/or other security resources, persons involved in



drug-related and gang related activity in and around the Carmelitos housing development.

- ii. Prepare operations plan to conduct special investigations of those persons identified as involved in drug-related and gang-related activity in and around the site. These investigations will be in addition to basic services, such as standard area wide narcotics and gang investigations performed by the locally-assigned, Narcotics and Gang Bureaus personnel that are provided at no charge to LACDA. Any expenditure of contract funds must be reviewed and approved by the Community Policing Team Sergeant and LACDA.
- iii. Prepare and submit an After-Action report to the Community Policing Program Team Sergeant at the time of filing.
- iv. Participate in monthly (or any other meetings as requested by LACDA) Community Policing Task Force meetings with LACDA Management and other concerned and affected agency personnel such as prosecutors, probation officers, parole agents to plan multi-agency responses to identified crime problems.
- v. Prepare monthly reports that document daily activity for the previous month, including status statement, or copies of reports, on the person(s) being investigated in the LACDA site.

**EXHIBIT C**  
**SPACE USE AGREEMENT**

**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY  
COMMUNITY SPACE USE AGREEMENT**

In consideration of the obligations to be undertaken hereunder, the Los Angeles County Development Authority, hereinafter called "Licensor" or "LACDA," 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 Licensor and commonly known as:

**Carmelitos Housing Development**

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

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

**Carmelitos Housing Development**

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

C. The Premises shall include all facilities, equipment, furnishings, fixtures, appurtenances and supplies located upon the Premises as of the effective date of this Space 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 Licensee from Licensor; an accounting of telephone usage shall be maintained by Licensee and reimbursement for such use shall be submitted to Licensor upon demand.

D. A joint inspection of the Premises shall be conducted by both parties at the commencement of this Space 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 Space Use Agreement and returning the Premises in good condition and repair at the termination of this Space Use Agreement. Licensee shall be liable for any and all damages to Licensor's property, whether real or personal to the extent such damages are caused by Licensee, or its representatives, employees, agents, contractors, consultants, guests, invitees, or volunteers.

**ARTICLE II: TERM: MULTI-YEAR**

The term of this Space Use Agreement shall begin on the 01/01/21 day of 06/30/25 ,  
Start Date End Date

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" and in accordance with Article III: Purpose.
- B. **Prohibited Uses:** Licensee understands and agrees that the Premises shall not be used for illegal purposes, any activity of a commercial nature, any activity which creates a public or private nuisance, nor 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 LACDA property without prior written consent of 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 Space 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 Space Use Agreement by this reference and may be modified from time to time in the discretion of 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:** 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, Licensee shall call **1-800-850-8908** and report the accident/incident to the on-call staff person.

- I. **Licensee Access:** Licensee agrees and understands that the LACDA representatives may enter the Premises at any time during the Licensee's use of the Premises. Licensee shall not limit or restrict the LADA representative's access to the Premises.
- I. **Approval of Licensee's Staff:** The LACDA has the absolute right to approve or disapprove and prohibit any of the Licensee's staff, employees, or volunteers from accessing the Premises for any alleged violations of rules, regulations, and policies as set forth in this Agreement and Attachment "D".

**ARTICLE V: EXPIRATION/TERMINATION**

- A. **Termination by Either Party:** Either party may terminate this Space Use Agreement at any time, with or without cause, upon 5-days written notice.
- B. **Licensee's Duty To Surrender:** At the expiration or earlier termination of this Space Use Agreement, Licensee shall surrender the Premises to Licensors free and clear of all liens and encumbrances. Licensee shall leave the Premises and any other property surrendered in as good condition and repair as on the commencement date, reasonable wear and tear and damage from the elements excepted.
- C. **Additional Remedies:** In addition to the right to terminate this Space Use Agreement as set forth herein, Licensors may pursue any other remedies available at law or in equity.
- D. **Revocable License:** Nothing in this Space Use Agreement shall be deemed to have created the existence of a landlord/tenant relationship between Licensors and Licensee. It is a contractual arrangement that creates a revocable license. The parties do not intend to create a lease or any other interest in real property.
- E. **Notice:** Notices provided for in this Space Use Agreement shall be in writing and shall be addressed to the person intended to receive the same at the following address:

If to Licensors:  
Los Angeles County Development Authority  
700 West Main Street  
Alhambra, California 91801  
Attn.: Housing Operations Division  
Phone: (626) 586-1900  
Email:

If to Licensee:       Name:           **Tom Modica**  
                                  Title:           **City Manager**  
                                  Organization: **City of Long Beach**  
                                  Address:       **333 West Ocean Blvd**  
                                  City/St/ZIP:   **Long Beach, Ca 90802**  
                                  Phone:         **562-570-6916**

Notices addressed as above provided shall be deemed delivered when mailed by U.S. Mail and sent via email or when delivered in person with written acknowledgment of the receipt thereof and sent via email. Licensee and Licensors 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.

**ARTICLE VI: INDEMNIFICATION**

The Licensee shall indemnify, defend and hold harmless the LACDA, County, and its Special Districts, elected and appointed officers, employees, agents and volunteers ("LACDA Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from and/or relating to the Agreement.

The LACDA shall indemnify, defend and hold harmless the CITY, 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 and/or connected to the Agreement.

**ARTICLE VII: INSURANCE**

Without limiting Licensee's indemnification of LACDA Indemnitees, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Licensee shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Article VII of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Agreement. The LACDA in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this Agreement.

**1.0 INSURANCE COVERAGE**

**1.1.1 Commercial General Liability Insurance** (providing scope of coverage equivalent to ISO policy form CG 00 01), naming the LACDA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively "LACDA and its Agents") as an additional insured, with limits of not less than:

General Aggregate:	\$5 million
Products/Completed/On-Going Operations Aggregate:	\$5 million
Personal and Advertising Injury:	\$2 million
Each Occurrence:	\$2 million

**1.1.2 Automobile Liability Insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Licensee's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**1.1.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident.

**1.2 ADDITIONAL UNIQUE INSURANCE COVERAGE**

**1.2.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**1.3 CERTIFICATE OF SELF-INSURANCE COVERAGE:**

1.3.1 Certificate(s) of Self-Insurance Coverage ("Certificate") satisfactory to LACDA, and a copy of an Additional Insured endorsement confirming LACDA and its Agents (defined below) has been given Insured status under the Licensee's General Liability policy, shall be delivered to LACDA at the address shown below and provided prior to commencing services under this Agreement.

1.3.2 Renewal Certificates shall be provided to LACDA not less than ten (10) days prior to Licensee's policy expiration dates. The LACDA reserves the right to obtain complete, certified copies of any required Licensee and/or Sub-Contractor insurance policies at any time.

1.3.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Licensee identified as the contracting party in this Agreement.

**City of Long Beach Police Department – Space Use Agreement**

1.3.4 Certificates shall provide the full name of each insurer providing coverage, its National Association of Insurance Commissioners ("NAIC") identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any LACDA required endorsement forms.

1.3.5 Neither the LACDA's failure to obtain, nor the LACDA's receipt of, or failure to object to a non-complying Certificate or endorsement, or any other insurance documentation or information provided by the Licensee, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

1.3.6 Certificates and copies of any required endorsements shall be sent and emailed to:

Los Angeles County Development Authority  
Housing Operations Division  
700 West Main Street Alhambra CA 91801  
Attention: Twima Earley, Director  
Email: Twima.Earley@lacda.org

**1.4 NOTICES OF INJURY OR DAMAGE OR DESTRUCTION**

Licensee also shall promptly report to LACDA any injury or property damage accident or incident, including any injury to a Licensee employee occurring on LACDA property, and any loss, disappearance, destruction, misuse, or theft of LACDA property, monies or securities entrusted to Licensee. Licensee also shall promptly notify LACDA of any third-party claim or suit filed against Licensee or any of its sub-contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Licensee and/or LACDA.

**1.5 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE**

The LACDA and its Agents shall be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the LACDA. LACDA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the LACDA. The full policy limits and scope of protection also shall apply to the LACDA and its Agents as an additional insured, even if they exceed the LACDA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**1.6 CANCELLATION OF OR CHANGE TO MAINTAIN INSURANCE**

Licensee shall provide LACDA with, or Licensee's insurance policies shall contain a provision that LACDA shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to LACDA at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the LACDA, upon which the LACDA may suspend or terminate this Agreement.

**1.7 FAILURE TO MAINTAIN INSURANCE**

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which LACDA immediately may withhold payments due to Licensee, and/or suspend or terminate this Agreement. LACDA, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the LACDA may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

**1.8 LICENSEE'S INSURANCE SHALL BE PRIMARY**

Licensee's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Licensee. Any LACDA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Licensee coverage.

**1.9 INSURANCE SPECIFICS**

**1.9.1 Waivers of Subrogation**

To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)' rights of recovery against LACDA under all the Required Insurance for any loss arising from or relating to this Agreement. The Licensee shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**1.9.2 Sub-Contractor Insurance Coverage Requirements**

Licensee shall include all Sub-Contractors as insureds under Licensee's own policies, or shall provide LACDA with each Sub-Contractor's separate evidence of insurance coverage. Licensee shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the LACDA and Licensee as additional insureds on the Sub-



Contractor's General Liability policy. Licensee shall obtain LACDA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

**1.9.3 Deductibles and Self-Insured Retentions (SIRs)**

Licensee's policies shall not obligate the LACDA to pay any portion of any Licensee deductible or SIR. The LACDA retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the LACDA, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**1.9.4 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Licensee understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

**1.9.5 Application of Excess Liability Coverage**

Licensee may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

**1.9.6 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

**1.9.7 Alternative Risk Financing Programs**

The LACDA reserves the right to review, and then approve, Licensee use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The LACDA and its Agents shall be designated as an Additional Covered Party under any approved program.

**1.9.8 LACDA Review and Approval of Insurance Requirements**

The LACDA reserves the right to review and adjust the Required Insurance provisions, conditioned upon LACDA's determination of changes in risk exposures.

**B. EXCEPTIONS:** Residents and/or Resident Organizations authorized to use LACDA 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 E does not apply to the University of California.)

**C. WAIVERS:** Non-resident organizations and/or individuals may apply in writing to the Executive Director, or his designee, for a waiver or reduction of the insurance requirements pursuant to the attached rules and regulations. Such waiver or reduction may be granted subject to the review and approval of the Executive Director or his designee and attached hereto as Attachment "C". (This Section F does not apply to the University of California.)

**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 Space Use Agreement for the purpose of conducting the permitted activities.

**ARTICLE IX: ASSIGNMENT**

This Space 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 Space Use Agreement immediately terminate forthwith until said endangering activities cease.

**ARTICLE XI: HOLDOVER**

In the event of Licensee holdover beyond the term of this Space 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 Space Use Agreement with attachments and references constitutes the entire understanding and agreement of the parties.


**ATTACHMENTS:**

- Attachment A** – Declaration of Conditions And Contents of Premises
- Attachment B** – Dates, Time And Purpose of Space Use
- Attachment C** – Waiver or Reduction of Insurance Requirements
- Attachment D** – LACDA Rules, Regulations and Policies  
Use of LACDA Owned Community Space


**Signatures**

IN WITNESS WHEREOF, Licensee and Licensor have executed this Space Use Agreement through their duly authorized officers this 27 day of January, 2021.

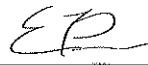
**LOS ANGELES COUNTY DEVELOPMENT AUTHORITY**

By   
Print Name Emilio Salas  
Title Executive Director

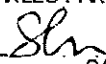
**CITY OF LONG BEACH POLICE DEPARTMENT**

By   
Print Name Tom Modica  
Title City Manager

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

By   
Deputy

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

January 7, 2021  
CHARLES PARKIN, City Attorney  
By   
SARAH E. GREEN  
DEPUTY CITY ATTORNEY

SUA.00

ATTACHMENT "A"

I. DECLARATION OF CONDITION AND CONTENTS OF PREMISES

A.

On DATE, the Premises located at 1000 Via Wanda, Long Beach, Ca 90805 was inspected by Off. Francisco Pena, of City of Long Beach Police Department and Nancy Larner, of the Los Angeles County Development Authority.

B. At the time of this inspection, the Premises and contents were in:

GOOD       FAIR       POOR CONDITION

C. The contents of the Premises at the time of this inspection are as follows:

Computer equipment, office furniture.

D. The following contents of the Premises were found to be in poor or inoperable condition at the time of this inspection:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NAMES AND TITLES OF AUTHORIZED REPRESENTATIVES:**

Licensee Representative:

Signature Linda F. Johnson Title City Manager Date 1/13/21

Organization Name: City of Long Beach Police Department

EXECUTED PURSUANT  
TO SECTION 30J OF  
THE CITY CHARTER

LACDA Representative:

Name Nancy Larner Signature Nancy Larner Date 1-18-2021  
Property Supervisor or Designee

January 7, 2021  
CHARLES PARKIN, City Attorney

By Sarah E. Green  
SARAH E. GREEN  
DEPUTY CITY ATTORNEY

ATTACHMENT "B"

II. DATES, TIME AND PURPOSE OF SPACE USE

The Premises described in Article 1 of the Community Space Use Agreement will be used during the following day(s) and time(s) for the following purposes: (Please see pages 6, 7, & 8)

Day(s): Sun - Saturday

Time(s): 24 hours per day

Purpose(s) (must describe the activities which will be occurring on site or attach a scope of services):

Community Policing Program Services per the Intergovernmental Agreement with the City of Long Beach

Licensee's contact person on Premises: Officer Francisco Pena

Address & Telephone number: 400 W. Broadway Blvd, Long Beach, Ca 90802

562-972-9657

Keys Provided? Yes  No

If keys are provided, Licensee agrees to the following conditions: Licensee shall not make or have made any copies of keys to the Premises; Licensee accepts responsibility for securing the Premises; and Licensee will return keys at the termination of the agreement. Licensee understands that failure to comply with these conditions will result in the immediate termination of this agreement.

I hereby certify that I understand and agree to abide by all rules and regulations including hours, limits on the number of people, no alcohol or smoking, no one may be under the influence of drugs or alcohol while on the Premises; and I also agree to cooperate with all fire, police, and LACDA personnel directives regarding health or safety issues.

<u>Tom Modica</u>	<u>EXECUTED PURSUANT</u>	<u>City Manager</u>
Print Name	TO SECTION 301 OF	Title
<u>Linda J. Tatum</u>	THE CITY CHARTER	<u>1/13/21</u>
Signature		Date

City of Long Beach Police Department      333 West Ocean Blvd, Long Beach, Ca 90802 562-570-6916

<u>Organization/Agency Name</u>	<u>Address and Phone Number</u>
<u>Nancy Lerner, Nancy Lerner</u>	<u>Property Manager 1-13-21</u>
Witnessed by (LACDA)	Title      Date

January 7, 20 21  
CHARLES PARKIN, City Attorney

HOA.102979690.1

By Sarah E. Green  
SARAH E. GREEN  
DEPUTY CITY ATTORNEY

ATTACHMENT "C"

**WAIVER OR REDUCTION OF INSURANCE REQUIREMENTS**

Upon written request by the sponsor of the event, program or activity, the Executive Director of the LACDA may, in his/her sole discretion, waive or reduce the insurance requirements set forth in the LACDA Community Space Use Agreement. Among factors the LACDA shall consider include, without limitation, the nature of the entity to use the community space, the nature of the activity, its duration, and the financial ability of the sponsor entity to meet its obligations under the indemnification covenant set forth in the Community Space Use Agreement.

This waiver shall only apply to those organizations/individuals identified in Article VII D. of the Community Space Use Agreement who have requested and are eligible for such waiver.

The Los Angeles County Development Authority hereby grants a:

Waiver of the insurance requirements.

Reduction of the insurance requirements to the following level: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

as set forth in Article VII of the Community Space Use Agreement for the following reason/s:

- a.  Licensee is a Resident and/or Resident Organizations authorized to use Housing Authority community facilities for the purpose(s) described in Attachment B.
- b.  Licensee is an organization consisting of both residents and non-residents and is authorized to use community facilities for limited purposes such as meetings, and a resident is a supervisory or managing member of the organization. (This does not apply to the University of California.)
- c.  The Executive Director, in his sole discretion, has approved a written request from the Licensee to waive or reduce the insurance requirements.

\_\_\_\_\_  
Signature Title Date

Individual Name/Organization

\_\_\_\_\_  
Emilio Salas, Acting Executive Director Date  
Los Angeles County Development Authority

End SUA 02.2012

## ATTACHMENT D

### **LACDA Rules, Regulations and Policies: Use of LACDA Owned Community Space**

Licensee, **CITY OF LONG BEACH POLICE DEPARTMENT** also referred to as "sponsor", shall comply with the following rules, regulations and policies governing the use of LACDA owned community space at all Housing Developments. Community space shall include community rooms, recreation centers and social halls.

#### **I. General Policy Governing Use of Community Space**

##### **a. PURPOSE AND GOALS**

The use of community space shall be reserved for programs, meetings and activities whose primary objective is to provide programs or services that contribute to the health, education, employment and welfare of the residents of the Housing Development, and at least 51% of those receiving services must be residents of the Housing Development. Community space shall not be used for any illegal purposes, nor for any activity of a commercial nature. Further, community space shall not be for the private use of residents or others. The LACDA, in granting permission to use community space, shall endeavor to provide a varied use of the community space for the benefit of the entire Housing Development. No single use shall dominate the use of community space.

##### **b. ADVERTISING**

For any event, meeting or activity, there shall be a limit of one (1) sign at the entrance of the community space. The use of a community bulletin board or boards, if available, may be permitted pursuant to LACDA rules and regulations regarding the use of bulletin boards.

##### **c. GENERAL RULES, REGULATIONS AND PROHIBITIONS**

1. The use of community space shall be granted on a first come, first serve basis, except preference shall be granted for LACDA sponsored for co-sponsored activities, followed by activities sponsored by a bona fide resident organization. The LACDA reserves the right to change the date, day, time, or location upon which a particular event, program, or activity shall occur. The LACDA shall make best efforts to inform the sponsor of the activity of any such changes as soon as possible.

2. To maintain continued use of the community space, or to obtain future authorization to use the community space for the same or similar purposes by the same organization, a minimum of 51% of the participants of the program of activity shall be residents of the Housing Development.
3. Organizations or individuals authorized to use the community space shall not discriminate on the grounds of race, color, creed, or national origin in allowing participation in the program, event, or activity.
4. No fee shall be charged for participation in any event, program or activity, except for fundraising activities as provided for herein.
5. All events, programs and activities shall be open to all residents of the Housing Development.
6. Except as provided herein, community space shall not be used for any fundraising activity. Fundraising activities may only be conducted by a LACDA sponsored or a bona fide resident organization after written approval from the LACDA is obtained. No outside organization shall be permitted to use community space for fundraising activities. In determining whether to approve a fundraising request, the LACDA shall consider whether the purpose of the solicitation is for the benefit of the residents and the use of the proceeds shall be used for programs or activities that contribute to the health, education, or welfare of the residents of the Housing Development. Any such approved organization shall maintain accurate records reflecting the receipt and expenditure of all solicited funds and the LACDA shall have the right to audit and inspect such records upon reasonable notice.
7. No alcoholic beverages shall be served and no smoking shall be permitted at any event, program, or activity with the community space.
8. No staff, representatives, employees, agents, contractors, consultants, guests, invitees, or volunteers of the Licensee may be under the influence of drugs or alcohol while on the Premises.
9. Organizations or individuals authorized to use the community space shall conduct the activities for which the space was designated.



10. Licensee shall not assign space use privileges to another organization or individual ("Sublicensee") without prior written approval of the LACDA. For approval, the LACDA shall determine that the Sublicensee's activities contribute to the health, education or welfare of the residents of the Housing Development. The LACDA may require reasonable conditions for the use of the space by the Sublicensee. The Sublicensee shall agree in writing to be bound by all the terms and conditions of Licensee's Space Use Agreement.
11. The hours for any event, program or activity shall be scheduled and set by the Director, but no event, program, or activity shall be permitted to continue after midnight (12:00 a.m.).
12. The maximum number of people permitted at any event, program, or activity shall be scheduled and set by the Property Supervisor, and shall not exceed the maximum amount permitted under any law, ordinance, or code. If the maximum number of people are exceeded during any event, program, or activity, the Property Supervisor or other LACDA agent may, at his or her discretion, stop the event or contact the local fire or police department, and the sponsor of the event shall agree to cooperate with the Authority staff or fire or police department.
13. The LACDA may require, in its sole discretion, security guards to be furnished at the sponsor's expense for activities deemed necessary.
14. The sponsor of the event, program, or activity shall complete and submit an information form with the Property Supervisor which shall provide, at a minimum, (i) the sponsor's name, address and phone number, and the name, address and phone number of the person who will be in charge of the event, (ii) that the sponsor understands and agrees to abide by all rules and regulations including hours, limits on number of people, no alcohol or smoking, no fee, and (iii) that the sponsor agrees to cooperate with all fire, police, and LACDA personnel directives regarding health or safety issues.
15. Each of the Licensee's staff, employee, or volunteer who is in a designated sensitive position including but not limited to those working with children, elderly, or a vulnerable population, shall undergo and pass a background investigation. Such background investigation must be obtained through fingerprints submitted

to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Licensee, regardless if the member of the Licensee's staff, employee, or volunteer passes or fails the background investigation. Licensee shall be responsible and liable for the background check investigation and results. The LACDA shall not be responsible or liable for the background check investigation and results. If the Licensee's staff, employee, or volunteer does not pass the background investigation, including but not limited to a person who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature, the Licensee shall insure that the staff, employee, or volunteer be immediately prevented from accessing the Premises when children, elderly, or a vulnerable population are present. The LACDA may request access to the background check records at any time. The LACDA, in its sole discretion, may immediately deny or terminate facility access to any Licensee's staff, employee, or volunteer that does not pass such investigation to the satisfaction of the LACDA or whose background or conduct is incompatible with the LACDA facility access. Disqualification of any member of the Licensee's staff, employee, or volunteer pursuant to this section shall not relieve the Licensee of its obligation under the contract. The LACDA may immediately terminate this agreement if the Licensee fails to comply with this section.

## **II. Waiver of Insurance Requirement**

Upon written request by the sponsor of the event, program or activity, the Executive Director of the LACDA may, in his/her sole discretion, waive or reduce the insurance requirements set forth in the LACDA Community Space Use Agreement. Among factors the LACDA shall consider include, without limitation, the nature of the entity to use the community space, the nature of the activity, its duration, and the financial ability of the sponsor entity to meet its obligations under the indemnification covenant set forth in the Community Space Use Agreement.

## **III. Fees For Use of Space**

The LACDA may, at its discretion, charge a rental or security deposit fee, or both, to any entity or person approved for use of the community space. The fees may be based on either

the direct cost to the LACDA in providing the community space, or determined on the basis of fair market value. To implement fees, the Executive Director shall adopt policies, including the types of entities, programs and activities which shall be subject to fees, to establish fees imposed by the LACDA for use of the community space.

**IV. Licenses**

Licensee shall obtain all licenses and other approvals required by federal, state or local law, regulations or directives.

**V. Compliance**

Licensee shall comply with all federal, state and local laws, regulations or directives in the use of the Premises.

# EXHIBIT D

## REPORT FORM

**MONTHLY COMMUNITY POLICING REPORT FORMAT – (SAMPLE)**

Monthly billings shall identify and detail the Community Policing Program services provided during the preceding period and shall adhere to the following format.

Date

Ms. Twima Earley, Director  
Housing Operations Division  
Los Angeles County Development Authority  
700 West Main  
Alhambra, California 91801

Dear Ms. Earley:

This report is to itemize the services provided by the Long Beach Police Department Community Policing Program (CPP) Officers at the Carmelitos housing development during the month of \_\_\_\_\_, (year).

**Activity**

- Foot Patrol/Enforcement:
  - Felony Adults Arrests
  - Felony Juvenile Arrests
  - Misdemeanor Adult Arrests
  - Misdemeanor Juvenile Arrests
  - Field Interviews
  - Parking Citations
  - Traffic Citations
  - Housing Violation Forms

Relief Overtime Expended:           Hours

CPP Team Special Project Overtime Expended:

Officer:                   Hours  
Sergeant:                Hours

Supporting documentation for the final invoice amount required by the contract is also enclosed.

# **EXHIBIT E**

## **LACDA ADMINISTRATION**

## LACDA ADMINISTRATION

### **SERVICES:** Supplemental Law Enforcement Services

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Name: Twima Earley  
Title: Director, Housing Operations Division  
Address: 700 West Main  
Alhambra, CA 91801

Telephone: (626) 586-1900 Facsimile: (626) 943-3812  
E-Mail Address: Twima.Earley@lacda.org

### **LACDA PROJECT MANAGER:**

Name: Betsy Lindsay  
Title: Manager, Crime and Safety Unit  
Address: 700 West Main  
Alhambra, CA 91801

Telephone: (626) 586-1910 Facsimile: (626) 943-3812  
E-Mail Address: Betsy.Lindsay@lacda.org

### **LACDA CONTRACT ADMINISTRATOR:**

Name: Norma Clarke  
Title: Modernization Administrator  
Address: 700 West Main  
Alhambra, CA 91801

Telephone: (626) 586-1904 Facsimile: (626) 943-3812  
E-Mail Address: Norma.Clarke@lacda.org

# **EXHIBIT F**

## **CITY/DEPARTMENT ADMINISTRATION**



## CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

SERVICES: \_\_\_\_\_

### CONTRACTOR'S PROJECT MANAGER

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**EXHIBIT G**

**REQUIRED AGREEMENT PROVISIONS**

## SECTION 3 CLAUSE NOTICE

### SECTION 3 CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause).

- A. The work to be performed under this contract 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 contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor'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 contractor 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 contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract 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 contractor'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 contract 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 contract. 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 contract 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).

## DEFINITION OF SECTION 3 TERMS NOTICE

1. **Housing and community development assistance** means any financial assistance provided or otherwise made available through a HUD housing or community development program through any grant, loan, loan guarantee, cooperative agreement, or contract, and includes community development funds in the form of community development block grants, and loans guaranteed under Section 108 of the Housing and Community Development Act of 1974, as amended. Housing and community development assistance does not include financial assistance provided through a contract of insurance or guaranty.
2. **Housing development** means low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX.
3. **HUD Youth build programs** mean programs that receive assistance under Subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992, and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members of low- and very low-income families.
4. **JTPA** means the Job Training Partnership Act.
5. **Metropolitan area** means a metropolitan statistical area, as established by the Office of Management and Budget.
6. **Neighborhood area** means:
  - A. For HUD public housing programs, a geographical location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in ordinances, or other local documents as a neighborhood, village, or similar geographical designation.
  - B. For HUD community development programs, a neighborhood is defined as:
    - (1) A geographic location within the jurisdiction of a unit of general local government (but not the entire jurisdiction) designated in comprehensive plans, ordinances, or other local documents as a neighborhood, village, or similar geographical designation;
    - (2) The entire jurisdiction of a unit of general local government which is under 25,000 population; or
    - (3) A neighborhood, village, or similar geographical designation in a New Community (which term means a new community project approved by the United States Secretary of Housing and Urban Development under Title VII of the Housing and Urban Development Act of 1970 or Title IV of the Housing and Urban Development Act of 1968).
7. **New hires** mean full-time employees for permanent, temporary or seasonal

employment opportunities.

8. **Non-metropolitan county** means any county outside of a metropolitan area.
9. **Recipient** means any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but is not limited to, any State, unit of local government, public housing authority, Indian housing authority, Indian tribe, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under the HUD program to which Section 3 applies and does not include contractors.
10. **Section 3 business concern** means a business concern:
  - A. That is 51 percent or more owned by Section 3 residents; or
  - B. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents, or
  - C. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs 10a and 10b in this definition of Section 3 business concern.
11. **Section 3 covered assistance** means:
  - A. Public and Indian housing development assistance provided pursuant to Section 5 of the 1937 Act;
  - B. b. Public and Indian housing operating assistance provided pursuant to Section 9 of the 1937 Act;
  - C. c. Public and Indian housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
  - D. Assistance provided under any HUD housing or community development program that is expended for work arising in connection with:
    - (1) Housing rehabilitation (including reduction and abatement of lead-based paint hazards, but excluding routine maintenance, repair and replacement);
    - (2) Housing construction; or
    - (3) Other public construction project (which includes other buildings or improvements, regardless of ownership).

12. **Section 3 covered contract** means a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project. "Section 3 covered contracts" do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation System. "Section 3 covered contracts" also do not include contracts for the purchase of supplies and materials. However, whenever a contract for materials includes the installation of the materials, the contract constitutes a Section 3 covered contract. For example, a contract for the purchase and installation of a furnace would be a Section 3 covered contract because the contract is for work (i.e., the installation of the furnace) and thus is covered by Section 3.
13. **Section 3 covered project** means the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction, which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance.
14. **Section 3 resident** means:
- A. A public housing resident; or
  - B. An individual who resides in the metropolitan area or non-metropolitan county in which the Section 3 covered assistance is expended, and who is:
    - (1) A low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 80 per centum of the median income for the area, as determined by HUD, with adjustments for smaller and larger families; or
    - (2) A very low-income person, as this term is defined in Section 3(b)(2) of the 1937 Act. This Section defines this term to mean families (including single persons) whose incomes do not exceed 50 per centum of the median family income for the area, as determined by HUD, with adjustments for smaller and larger families.
15. **Service area** means the geographical area in which the persons benefiting from the Section 3 covered project reside. The service area shall not extent beyond the unit of general local government in which the Section 3 covered assistance is expended.

## **SECTION 3 COMPLIANCE PROVISIONS FOR PUBLIC HOUSING ASSISTANCE**

All Bidders/Proposers must review the following requirements and conditions:

### **1. POLICY**

The purpose of Section 3 of the Housing and Urban Development Act of 1968, as amended, is to ensure that training, employment, contracting and other economic opportunities generated by HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons. Section 3 applies to training, employment, contracting and other economic opportunities arising from the expenditure of the following public Housing assistance:

- A. Development assistance provided pursuant to Section 5 of the U.S. Housing Act of 1937 (1937 Act);
- B. Operating assistance provided pursuant to Section 9 of the 1937 Act; and
- C. Modernization assistance provided pursuant to Section 14 of the 1937 Act.

### **2. SECTION 3 APPLICABILITY**

Each recipient of Section 3 covered assistance is responsible for complying with Section 3 requirements, notwithstanding the amount of the assistance provided to the recipient. The Section 3 requirements also apply to all contractors and subcontractors performing work in connection with projects and activities funded by Section 3, regardless of the amount of the contract or subcontract.

### **3. SECTION 3 GOALS**

The recipient of Section 3 covered assistance and its contractors and subcontractors shall, to the greatest extent feasible, meet the following goals:

- A. Training and Employment Goal: Employ Section 3 residents as a percentage of the aggregate new hires as indicated below:
  - (1) 30 percent in FY 1997 and continuing thereafter.
- B. Contracts Goal: Award Section 3 business concerns:
  - (1) At least 10 percent of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction.
  - (2) At least 3 percent of the total dollar amount of all other Section 3 covered contracts.

### **4. PRIORITY PREFERENCES**

- A. In public housing programs, preferences for Section 3 residents in training and employment opportunities shall be given, where feasible, in the following priority to:
- (1) Residents of the housing development or developments for which the Section 3 covered assistance is expended (category 1 residents);
  - (2) Residents of other housing developments managed by the housing authority that is expending the Section 3 covered housing assistance (category 2 residents);
  - (3) Participants in HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 residents);
  - (4) Other Section 3 residents.
- B. In public housing programs, preferences for Section 3 business concerns in contracting opportunities shall be given, where feasible, in the following priority to:
- (1) Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 1 businesses);
  - (2) Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the housing authority that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees (category 2 businesses);
  - (3) HUD Youthbuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended (category 3 businesses);
  - (4) Business concerns that are 51 percent or more owned by Section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent Section 3 residents (category 4 businesses), or that subcontract in excess of 25 percent of the total amount of subcontracts to business concerns identified in Paragraphs 4b(1) and 4b(2) above.

## **5. BIDDER'S EFFORTS TO COMPLY WITH SECTION 3 REQUIREMENTS**

- A. Examples of the bidder's efforts to offer training and employment opportunities to Section 3 residents.
- (1) Entering into "first source" hiring agreements with organizations representing Section 3 residents.
  - (2) Sponsoring a HUD-certified "Step-Up" employment and training program for Section 3 residents.
  - (3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other Section 3 residents in the building trades.
  - (4) Advertising the training and employment positions by distributing flyers (which



identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 and category 2 persons reside.

- (5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For housing authorities, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the Section 3 covered project.
- (6) Contacting resident councils, resident management organizations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.
- (7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by a housing authority or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the Section 3 covered project.
- (8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a Section 3 project is located.
- (9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.
- (10) Conducting job interviews at the housing development or developments where category 1 or category 2 persons reside, or at a location within the neighborhood or service area of the Section 3 covered project.
- (11) Contacting agencies administering HUD Youthbuild programs, and requesting their assistance in recruiting HUD Youthbuild program participants for the housing authority's or contractor's training and employment positions.
- (12) Consulting with State and County local agencies administering training programs funded through JTPA or Joblinks, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the housing authority's or contractor's training and employment positions.
- (13) Advertising the jobs to be filled through the local media, such as community television networks, newspapers of general circulation, and radio advertising.

- (14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the Section 3 business concerns), that will undertake, on behalf of the housing authority, other recipient or contractor, the efforts to match eligible and qualified Section 3 residents with the training and employment positions that the housing authority or contractor intends to fill.
  - (15) For a housing authority, employing Section 3 residents directly on either a permanent or a temporary basis to perform work generated by Section 3 assistance. (This type of employment is referred to as "force account labor" in HUD's Indian housing regulations.)
  - (16) Where there are more qualified Section 3 residents than there are positions to be filled, maintaining a file of eligible qualified Section 3 residents for future employment positions.
  - (17) Undertaking job counseling, education and related programs in association with local educational institutions.
  - (18) Undertaking such continued job training efforts as may be necessary to ensure the continued employment of Section 3 residents previously hired for employment opportunities.
  - (19) After selection of bidders but prior to execution of contracts, incorporating into the contract a negotiated provision for a specific number of public housing or other Section 3 residents to be trained or employed on the Section 3 covered assistance.
  - (20) Coordinating plans and implementation of economic development (e.g., job training and preparation, business development assistance for residents) with the planning for housing and community development.
- B. Examples of the bidder's efforts to award contracts to Section 3 business concerns.
- (1) Utilizing procurement procedures for Section 3 business concerns similar to those provided in 24 CFR Part 905 for business concerns owned by Native Americans.
  - (2) In determining the responsibility of potential contractors, consider their record of Section 3 compliance as evidenced by past actions and their current plans for the pending contract.
  - (3) Contacting business assistance agencies, minority contractors associations and community organizations to inform them of contracting opportunities and requesting their assistance in identifying Section 3 businesses which may solicit bids or proposals for contracts for work in connection with Section 3 covered assistance.
  - (4) Advertising contracting opportunities by posting notices, which provide general information about the work to be contracted and where to obtain additional information, in the common areas or other prominent areas of the housing development or developments owned and managed by the housing authority.
  - (5) For housing authorities, contacting resident councils, resident management

corporations, or other resident organizations, where they exist, and requesting their assistance in identifying category 1 and category 2 business concerns

- (6) Providing written notice to all known Section 3 business concerns of the contracting opportunities. This notice should be in sufficient time to allow the Section 3 business concerns to respond to the bid invitations or request for proposals.
- (7) Following up with Section 3 business concerns that have expressed interest in the contracting opportunities by contacting them to provide additional information on the contracting opportunities.
- (8) Coordinating pre-bid meetings at which Section 3 business concerns could be informed of upcoming contracting and subcontracting opportunities.
- (9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that Section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.
- (10) Advising Section 3 business concerns as to where they may seek assistance to overcome limitations such as inability to obtain bonding, lines of credit, financing, or insurance.
- (11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of Section 3 business concerns.
- (12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by Section 3 business concerns.
- (13) Contacting agencies administering HUD Youthbuild programs, and notifying these agencies of the contracting opportunities.
- (14) Advertising the contracting opportunities through trade association papers and newsletters, and through the local media, such as community television networks, newspapers of general circulation, and radio advertising.
- (15) Developing a list of eligible Section 3 business concerns.
- (16) For housing authorities, participating in the "contracting with Resident-Owned Businesses" program provided under 24 CFR Part 963.
- (17) Establishing or sponsoring programs designed to assist residents of public or Indian housing in the creation and development of resident-owned businesses.
- (18) Establishing numerical goals (number of awards and dollar amount of contracts) for award of contracts to Section 3 business concerns.
- (19) Supporting businesses, which provide economic opportunities to low income persons by linking them to the support services available through the Small Business Administration, the Department of Commerce and comparable agencies at the State and local levels.

- (20) Encouraging financial institutions, in carrying out their responsibilities under the Community Reinvestment Act, to provide no or low interest loans for providing working capital and other financial business needs.
- (21) Actively supporting joint ventures with Section 3 business concerns.
- (22) Actively supporting the development or maintenance of business incubators, which assist Section 3 business concerns.

**6. SECTION 3 RESPONSIVENESS**

A bidder/proposer must demonstrate responsiveness to Section 3 requirements by stating that they are a qualified Section 3 business concern or that they must declare an intent to comply with Section 3 requirements. To demonstrate responsiveness, the bidder/proposer must do one of the following:

- A. Submit a Section 3 Business Concern Certification form with the bid/proposal, stating that the bidder/proposer qualifies as a Section 3 business concern because the business:
  - (1) Is 51% owned by low-income residents,
  - (2) 30% or more of its permanent full-time employees are low-income residents, or
  - (3) Commits to subcontract in excess of 25% of all subcontracting dollars to Section 3 business concern subcontractors.

**OR**

- B. Submit a Declaration of Intent to Comply with Section 3 Requirements with their bid/proposal.

**7. SECTION 3 BID PREFERENCE**

**A. Invitation for Bids (IFB) Solicitations**

Preferences are awarded only to bidders/proposers who are Section 3 business concerns and submit a Section 3 Business Concern Certification form with supporting documentation. The means for applying the preference depends on the method of procurement.

Preference for contract award will be given to bidders who are Section 3 business concerns, provided that the bid is reasonable. A reasonable bid is a bid received from a Section 3 business concern that is within a Zone of Consideration compared to the lowest bid from any responsive and responsible bidder. The Zone is determined by combining the actual lowest bid amount with the "X" factor. The "X" factor is the lesser of:

- (1) The percentage (expressed in dollars) listed in the chart below, OR,
- (2) The actual dollar amount listed on the chart below.

**Zone of Consideration**

If the Lowest Bid is		The "X" FACTOR is the Lesser than	
At Least	But Less Than		
\$10,000	\$100,000	10%	\$9,000
\$100,000	\$200,000	9%	\$16,000
\$200,000	\$300,000	8%	\$21,000
\$300,000	\$400,000	7%	\$24,000
\$400,000	\$500,000	6%	\$25,000
\$500,000	\$1,000,000	5%	\$40,000
\$1,000,000	\$2,000,000	4%	\$60,000
\$2,000,000	\$4,000,000	3%	\$80,000
\$4,000,000	\$7,000,000	2%	\$105,000
\$7,000,000	NO LIMIT	1.5%	NO LIMIT

**B. Request for Proposal (RFP) or Request for Statement of Qualifications RFSQ) Solicitations**

At least 15% of the total evaluation points must be given to Section 3 business concerns. Proposers who are not Section 3 business concerns, but demonstrate a commitment to Section 3 goals are considered responsive to the RFP, but do not receive preference points in the evaluation of their proposal.

**7. SECTION 3 COMPLAINT PROCEDURES**

A complaint may be filed by Section 3 residents, Section 3 business concerns, or parties alleging noncompliance with the Section 3 regulations by the recipient or contractor.

**A. Internal Section 3 Complaint Procedure**

In an effort to resolve complaints generated by non-compliance through an internal process, the Los Angeles County Development Authority (LACDA) encourages submission of such complaints to its Section 3 Compliance Officer as follows:

- (1) Complaints of non-compliance should be filed in writing and must contain the name of the complainant and brief description of the alleged violation of 24 CFR135.
- (2) Complaints must be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation.
- (3) An investigation will be conducted if complaint is found to be valid. The Section 3 Compliance Officer will conduct an informal, but thorough investigation affording all interested parties, if any, an opportunity to submit testimony and/or evidence pertinent to the complaint.
- (4) The Section 3 Compliance Officer will provide written documentation detailing the findings of the LACDA's investigation. The LACDA will review the findings for accuracy and completeness before releasing to complainants. The

findings will be made available no later than thirty (30) days after the filing of the complaint.

**A. HUD Section 3 Complaint Procedure**

If complainants wish to have their concerns considered outside of the LACDA, a complaint may be filed with the Assistant Secretary for Fair Housing and Equal Opportunity of United State Department of Housing and Urban Development (Assistant Secretary). Complaints are reviewed and investigated by the Assistant Secretary and, where appropriate, voluntary resolutions are sought. Those complaints that are not resolved voluntarily may result in an administrative hearing. A complaint alleging a violation of Section 3 requirements shall be processed as follows.

- (1) A complaint must be filed with the Assistant Secretary for Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, SW, Washington, D.C., 20410.
- (2) A complaint must be received not later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for filing is extended by the Assistant Secretary for good cause shown.
- (3) Each complaint must be in writing, signed by the complainant, and include:
  - The complainant's name and address;
  - The name and address of the respondent; and
  - A description of the acts or omissions by the respondent that is sufficient to inform the Assistant Secretary of the nature and date of the alleged noncompliance.
- (4) A complainant may provide information to be contained in a complaint by telephone to HUD or any HUD Field Office, and HUD will reduce the information provided by telephone to writing on the prescribed complaint form and sent the form to the complainant for signature.

**9. RECORDKEEPING**

- A. A contractor that is awarded a Section 3 covered contract must maintain all records, reports, and other documents demonstrating its efforts to achieve the Section 3 goals for training and employment and for contracts. This includes the contractor's subcontracting activities to achieve Section 3 goals. Such records shall identify the name and business address of each Section 3 subcontractor or vendor and the total dollar amount actually paid each Section 3 subcontractor or vendor with supporting documents.
- B. Upon completion of the contract, the contractor will be required to prepare a Section 3 Contractor's Compliance Report and submit it to the LACDA. Where the term of a contract extends beyond a fiscal year (7/1-6/30), the contractor/subcontractor shall submit a Section 3 Contractor's Compliance Report to report Section 3 accomplishments by July 15 of each fiscal year to the LACDA.

**LOS ANGELES COUNTY SMOKE FREE POLICY**  
**AT ALL HOUSING DEVELOPMENT SITES**

**ADMISSIONS AND CONTINUED OCCUPANCY POLICY**  
**Chapter 12 – Leased Terminations - Section E. Non-Smoking**

The Los Angeles County Development Authority (LACDA) strictly prohibits smoking on all our properties except at the South Bay Gardens senior housing development located at 230 E. 130th Street, Los Angeles CA 90061. The term "smoking" means inhaling, exhaling, breathing, or carrying or possessing any lighted cigarette, cigar, pipe, hookah or other prohibited tobacco, marijuana or similar lighted product in any manner or in any form. Additionally, "smoking" also includes but is not limited to the use of an electronic cigarette (e-cig or e-cigarette), a personal vaporizer (PV) or an electronic nicotine delivery system (ENDS).

The smoke free policy applies to all residents, guests, visitors, vendors and staff. At South Bay Gardens, smoking is only permitted in one specified open area that is located at least 25 feet away from a LACDA building and is clearly labeled as a "Smoking Designated Area".

The LACDA may terminate the Lease for a material or continuing breach of the Public Housing Non-Smoking Lease Addendum. Additionally, Residents are financially responsible for the mitigation of any damages caused by smoking in their unit or caused by smoking in non-smoking areas on the LACDA's premises. Residents shall pay for these damages as set forth in the Lease as "Other Charges". Costs may include but are not limited to cleaning, sealing, painting, deodorizing, duct cleaning, and possible replacement of fixtures and various surface materials. The LACDA would like to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance and cleaning costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-smoke-free building.

Residents, members of the Resident's household or their guests/visitors are strictly prohibited to smoke on the premises occupied by the Resident and members of the Resident's household in any common areas, including but not limited to; community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices and elevators, playground areas, entry ways, porches, balconies and patios. Smoking is strictly prohibited on all of the LACDA's properties, except for the designated smoking area at the South Bay Gardens housing development, including individual units, common areas, every building and adjoining grounds. A Resident, members of the Resident's household or their guests/visitors shall not smoke anywhere in Non-Smoking Areas. The Resident may not permit any guests or visitors under the control of the Resident to smoke in Non-Smoking Areas.

### **Resident to Promote Non-Smoking Policy and to Alert the LACDA of Violations**

Residents shall inform Resident's guests or visitors of the non-smoking policy. Residents are also encouraged to promptly submit to Management a written statement of any incident where tobacco smoke is migrating into the Resident's unit from sources outside of the Resident's unit.

### **Vendors and LACDA Staff**

Vendors and LACDA staff on LACDA premises must also adhere to the non-smoking policies delineated in this chapter.

### **Promotion of Non-Smoking Policy**

Management shall post no-smoking signs at entrances and exits, in common areas, and in conspicuous locations adjoining the grounds of Non-Smoking Areas.

### **The LACDA Not a Guarantor of Smoke-Free Environment**

The LACDA's adoption of a non-smoking living environment does not make the LACDA the guarantor of the Resident's, members of the Resident's household or their guests/visitors health or of the non-smoking condition of the Resident's unit and common areas. However, the LACDA shall take reasonable steps to enforce the non-smoking terms as set forth in the Lease Addendum and ACOP and to make the Non-Smoking Area as smoke-free as is reasonably possible. The LACDA is not required to take steps in response to smoking unless the LACDA is aware of said smoking or has been given written notice of said smoking.

### **LACDA Disclaimer**

The LACDA's adoption of a non-smoking living environment does not in any way change the standard of care that the LACDA would provide to a resident household to render buildings and premises designated as non-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The LACDA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The LACDA cannot and does not warrant or assert that the rental premises or common areas will be free from secondhand smoke. The LACDA's ability to police, monitor, or enforce the agreements of the Lease Addendum is dependent in significant part on voluntary compliance by the Resident and Resident's guests/visitors. Residents and Resident's guests/visitors with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the LACDA does not assume any higher duty of care to enforce the Public Housing Non-Smoking Lease Addendum than any other LACDA obligation under the Lease.