

34651

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
CONTRACT NO. PS95866000LBPD24750, MODIFICATION NO. 2

FOR: TRANSIT LAW ENFORCEMENT SERVICES

This Contract Modification No. 2 to Contract No. PS95866000LBPD24750 effective October 1, 2019, by and between the LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY, hereinafter referred to as "METRO", and City of Long Beach through Long Beach Police Department (LBPD), hereinafter referred to as the "CONTRACTOR."

WHEREAS, Contractor and Metro entered into Contract No. PS5862300LBPD24750 (previous contract number), effective March 23, 2017, subsequently modified by Modification No. 1, effective January 8, 2018 (the "Existing Contract) and;

WHEREAS, Contractor and METRO desire to amend the Existing Contract as provided herein;

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. **EXHIBIT B – Memorandum of Costs**

Delete Exhibit B - Memorandum of Costs in its entirety and substitute in lieu thereof, Exhibit B – Memorandum of Costs revised as of October 1, 2019, pages 13 thru 15b, attached hereto and incorporated herein by this reference and made an integral part hereof.

All other terms and conditions of Contract No. PS95866000LBPD24750 shall remain unchanged.

Amendment revisions are identified by a denoted bar (|) in the border and are printed in bold and italics for easy reference.

Except as expressly modified hereby, the Existing Contract, as modified remains in full force and effect as originally executed.

IN WITNESS WHEREOF, the parties have caused this Modification No. 2 to the Existing Contract to be executed by their respective officers duly authorized on the date first written above.

**CITY OF LONG BEACH THROUGH
LONG BEACH POLICE DEPARTMENT**
411 West Ocean Boulevard
Long Beach, CA 90802

BY: Rebecca L. Garner
Acting Asst. City Manager

May 8, 2020
Date

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION
AUTHORITY**

PHILLIP A. WASHINGTON
CHIEF EXECUTIVE OFFICER

BY: Archer L. Sumal
Date

Tax ID No.: _____

Modification No. 2
Issued: 10.01.19

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Contract No. PS95866000LBPD24750
(Formerly Contract No. PS5862300024750)

EXHIBIT B – MEMORANDUM OF COSTS

Ninety (90) days prior to the start of each fiscal year, Contractor shall submit for approval of LACMTA, a list of **estimated** maximum fully burdened hourly rates per labor classification, together with the necessary documentation in support of the proposed rates [e.g. applicable MOUs with labor unions, current payroll records, ~~etc. indirect cost rates, and a breakdown of estimated overhead costs~~).

A. Maximum Fully Burdened *Hourly* Rates

The **estimated** maximum fully burdened hourly rate for each labor classification, shall be **the** sum of the following:

1. Sworn Personnel (field personnel)

Sworn field personnel shall primarily be assigned to this contract on an overtime basis.

Direct Labor

The maximum hourly direct labor rate (overtime) for each labor classification [per Memorandum of Understanding (MOU) with the respective labor unions] that will be deployed under this Contract.

Overtime rates shall be in accordance with guidelines provided in the respective MOUs of each labor union.

Indirect Overhead Cost

Indirect Overhead Cost shall be computed as follows:

= Hourly Direct Labor Rate **per labor classification**
x Indirect Overhead Rate **not-to-exceed 25%**

~~The indirect overhead rate of sworn/civilian personnel shall be based on the indirect overhead rate in effect at the time the work was performed. This rate may change annually and shall be applied prospectively.~~

~~Equipment/Supplies Overhead Cost~~

~~**Other Direct** Equipment/Supplies Overhead Cost shall be **estimated** computed as follows:~~

~~**Other Direct Costs (Administrative Overhead)**~~

~~= (Hourly Direct Labor Rate + Indirect Overhead Cost) x Equipment/Supplies Overhead Rate~~

~~= **Sum of the hourly direct labor rate and indirect overhead cost multiplied by the Administrative Overhead Rate not-to-exceed 9.6%.**~~

~~**Other Direct Cost includes** Equipment/Supplies Overhead Cost shall cover cost of vehicles, equipment, supplies including uniforms and other items needed by law enforcement personnel in the performance of the Statement of Work. This rate may change annually based on projected annual costs and shall be applied prospectively.~~

For billing purposes, Contractor shall invoice work performed based on actuals and shall be calculated as the sum of the following:

Total Direct Labor Cost	Sum of the actual direct labor cost of each personnel where: Actual Direct Labor Cost/Personnel = actual hourly direct labor rate multiplied by number of actual hours worked Overtime rates shall be in accordance with guidelines provided in the respective MOUs of each labor union.
Other Direct Cost (Administrative Overhead)	Actual cost of vehicles, equipment, supplies including uniforms and other items needed by law enforcement personnel in the performance of the Statement of Work.
General and Administrative Cost (Indirect Overhead)	General & Administrative Cost shall be computed as follows: = (Total Direct Labor Cost + Other Direct Cost) x Rate not-to-exceed 25%

In no case shall actual fully burdened hourly rate billed for each personnel be greater than the maximum fully burdened hourly rate set per labor classification, for each applicable period.

2. Management/Field Supervisory and Administrative Personnel

Direct Labor	The maximum hourly direct labor rate for each labor classification [per Memorandum of Understanding (MOU) with the respective labor unions] that will be deployed under this Contract.
Indirect Overhead Cost	Indirect Overhead cost shall be computed as follows: = Hourly Direct Labor Rate x Indirect Overhead Rate not-to-exceed 25% The indirect overhead rate of sworn/civilian personnel shall be based on the overhead rate in effect at the time the work was performed. This rate may change annually and shall be applied prospectively.

~~Equipment/Supplies Overhead Cost~~
~~Other Direct Cost (Administrative Overhead)~~

~~Equipment/Supplies Overhead~~ **Other Direct Cost** shall be **estimated** computed as follows:

~~= (Hourly Direct Labor Rate + Indirect Overhead Cost) x Equipment/Supplies Overhead Rate~~

= Sum of direct labor and indirect overhead multiplied by the Administrative Overhead Rate not-to-exceed 9.6%.

~~Other Direct Cost includes~~ Equipment/Supplies Overhead Cost shall cover cost of vehicles, equipment, supplies including uniforms and other items needed by law enforcement personnel in the performance of the Statement of Work. This rate may change annually based on projected annual costs and shall be applied prospectively.

For billing purposes, Contractor shall invoice work performed based on actuals. The actual fully burdened hourly rate of each personnel shall be calculated as the sum of the following:

Total Direct Labor Cost

Sum of the actual direct labor cost of each personnel where:

Actual Direct Labor Cost /Personnel = actual hourly direct labor rate multiplied by number of actual hours worked

Other Direct Cost (Administrative Overhead)

Actual cost of vehicles, equipment, supplies including uniforms and other items needed by law enforcement personnel in the performance of the Statement of Work.

General and Administrative Cost (Indirect Overhead)

General & Administrative Cost shall be computed as follows:

= (Total Direct Labor Cost + Other Direct Cost) x G&A Rate not-to-exceed 25%

In no case shall actual fully burdened hourly rate billed for each personnel be greater than the maximum fully burdened hourly rate set per labor classification, for each applicable period.

B. K-9 Explosive Detection

Contractor shall provide K-9 Explosive Detection services on an on-call overtime basis. All call-outs will be billed for a minimum of two hours based on the current Police Officers' Association labor contract.

C. Salary Escalation on Direct Labor Rates

Direct labor rates of Contractor personnel shall be adjusted annually in accordance with the terms of the MOU with the respective labor unions. Salary rate adjustments shall subject to annual limits:

	<u>Maximum Escalation Rate</u>
<u>Base Year 1</u>	<u>0%</u>
<u>Base Year 2</u>	<u>8%</u>
<u>Base Year 3</u>	<u>8%</u>
<u>Base Year 4</u>	<u>6%</u>
<u>Base Year 5</u>	<u>8%</u>

D. Transition Costs/Mobilization

LACMTA agrees to pay Transition/Mobilization Costs articulated in Exhibit A and the Limited Notice to Proceed (Exhibit E), covering the period of March 23, 2017, through June 30, 2017.

E. Invoicing

Invoices shall be based on actual services performed, in accordance with the agreed-upon deployment plan/schedule. In no case shall billing rate for each personnel exceed the maximum fully burdened rate set for each labor classification.