

October 1, 2002

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AGREEMENT WITH THE CITY OF LONG BEACH FOR SUPPLEMENTAL LAW
ENFORCEMENT SERVICES AT THE CARMELITOS HOUSING DEVELOPMENT (4)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve a three-year Agreement for Supplemental Law Enforcement Services, presented in substantially final form, between the Housing Authority of the County of Los Angeles and the City of Long Beach, acting through the Long Beach Police Department, to provide community policing and investigation services at the 711-unit Carmelitos housing development in the City of Long Beach, to be effective following approval as to form by County Counsel and execution by all parties.
2. Authorize the Executive Director to execute the Agreement, and to use for this purpose \$1,219,536 in Public Housing Drug Elimination Program Funds and Conventional Public Housing Program funds from the U.S. Department of Housing and Urban Development (HUD).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to retain the services of the Long Beach Police Department to help ensure the safety of Carmelitos residents through supplemental law enforcement. The Agreement will address illegal drug use, gang activity, and other security needs at Carmelitos. These services are in addition to basic law enforcement provided without charge to Carmelitos residents and the Long Beach community.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The three-year contract will be funded with \$406,512 in Public Housing Drug Elimination Program funds from HUD for the first year, and \$813,024 in Conventional Public Housing Program funds from HUD for the second and third years. Total contract costs will be as follows: \$1,016,292 for community policing services; \$85,623 for investigation services and special services overtime; \$48,486 for equipment; \$13,500 for prevention and intervention program expenses; and \$55,635 for administration.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In June 1994, your Board approved the first contract which retained the services of the Long Beach Police Department to provide gang and narcotics investigations at Carmelitos. Subsequent contracts expanded services to include community policing. During the last three years, reported crime statistics demonstrate a 58.5% reduction in crime at Carmelitos. The Housing Authority and the City of Long Beach wish to enter into a new agreement to continue community policing and gang and narcotics investigations for three years. These services are in addition to basic law enforcement which the Long Beach Police Department routinely provides within the City at no cost.

Community policing will include the following on-site services: identifying persons involved in drug, gang and other criminal activity; performing patrols and making arrests; developing and implementing strategies to address crime, including prevention, intervention and enforcement; participating in meetings of the Anti-Drug and Gang Task Force, Resident Council, Family Resource Center staff, and other community gatherings; and completing reports and performing related duties. Three community policing officers will work a total of 697 hours per month.

Gang and narcotics investigations will include: conducting surveillances and investigations; serving search warrants and making arrests; preparing cases for civil and criminal actions; providing liaison to law enforcement and judicial agencies; attending Anti-Drug and Gang Task Force meetings; and completing reports and performing related duties. These services will be performed by a pool of three sergeants, one patrol corporal, and eight patrol officers, chosen on a case-by-case basis, working approximately 50 hours per month.

The above services are the maximum that the Long Beach Police Department can provide due to departmental restrictions. However, the Housing Authority has determined that more supplemental services are needed in the areas of patrol and investigations to ensure community safety. An outreach process has been conducted to select a firm to perform these services, and proposals are being evaluated. Upon completion of this process, a recommendation will be presented to your Board for approval.

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The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the City will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

On October 1, 2002 the Long Beach City Council is scheduled to approve the Agreement. This matter was approved by the Housing Commission at its meeting of September 25, 2002.

The Agreement is being presented in substantially final form, and will be effective following approval as to form by County Counsel and execution by all parties.

CONTRACTING PROCESS:

During the week of July 15, 2002, announcements of the Requests for Proposals (RFP) were mailed to 38 firms identified from the Housing Authority's list of security services companies, and advertisements appeared in seven newspapers. An announcement was also posted on the County Web Site. A pre-proposal conference was held on August 1, 2002 at the Carmelitos housing development.

On August 15, 2002, two firms submitted proposals. The proposals were reviewed by a panel of four Housing Authority staff. Based on the quality of the proposal submitted by the Long Beach Police Department, and based on past satisfactory performance, the agency was determined to be the most qualified to provide community policing and investigation services. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES AND PROJECTS:

Approval of the Agreement will enable continuation of community policing and gang and narcotics investigations at the Carmelitos housing development.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ:zj

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

During the week of July 15, 2002, the following outreach was initiated to identify a firm to provide supplemental law enforcement services at the Carmelitos housing development in the City of Long Beach.

A. Newspaper Advertising

Announcements appeared in seven local newspapers, four of which are minority publications.

Los Angeles Times
The Wave Publications Group
The Long Beach Press Telegram

La Opinion
L.A. Sentinel
International Daily News
Eastern Group Publishing

An announcement was also posted on the County Web Site.

B. Distribution of Proposal Packets

The Housing Authority's list of security services companies was used to mail out the Request for Proposals to 38 firms, which included the Long Beach Police Department. Twenty-four firms identified themselves as owned by minorities or women (private firms that are 51 percent owned by minorities or women, or publicly owned businesses in which 51 percent of the stock is held by minorities or women). Seventeen proposal packages were requested and distributed.

C. Proposal Results

Two proposals were received on August 15, 2002 as follows:

Long Beach Police Department
Platt Security Inc.

A four-person panel of Housing Authority staff reviewed and ranked the proposals according to the RFP criteria. The scoring criteria included categories such as public housing experience, approach to community policing and investigations, personnel qualifications, and cost-effectiveness. The proposal submitted by the Long Beach Police Department was determined to be the most responsive, based on the RFP criteria.

D. Minority/Women Participation – Selected Firm

| <u>Name</u> | <u>Ownership</u> |
|---|----------------------|
| City of Long Beach Police Department | Government Agency |

E. Minority/Women Participation - Firm Not Selected

| <u>Name</u> | <u>Ownership</u> | <u>Employees</u> |
|---------------------|------------------|---|
| Platt Security Inc. | Non-minority | Total: 97 63 Minorities 11 Women 65% Minorities 11% Women |

The Housing Authority conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Housing Authority.

The recommended award of contract is being made in accordance with the Housing Authority's policies and federal regulations, and without regard to race, creed, color, or gender.

AGREEMENT

FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES

This Agreement for SUPPLEMENTAL LAW ENFORCEMENT SERVICES hereinafter called the "Agreement" is made and entered into this ___ day of October, 2002 by and between the HOUSING AUTHORITY OF THE COUNTY OF LOS ANGELES ("Authority") and the CITY OF LONG BEACH ("City" or "Contractor").

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

WHEREAS, Long Beach Police Department (LBPd) provides public law enforcement services within the City of Long Beach which includes the Authority's Carmelitos housing development;

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

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

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

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

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

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

1. **Termination of Existing Law Enforcement Agreements.** The Agreement for Supplemental Law Enforcement Services for Community Policing, Narcotics and Gang Investigators dated October 5, 1999 between Authority and City (City Contract #27113)

regarding the supplemental law enforcement services to be provided to Authority in its Carmelitos housing development, shall terminate as of 11:59 p.m. on October 5, 2002. Beginning on October 6, 2002, City shall provide supplemental law enforcement services to Authority at the Carmelitos housing development as set forth in this Agreement.

2. **Definitions.** For purposes of this Agreement:

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

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

3. **Term.** Unless sooner terminated as provided for herein, this Agreement shall be for a term of three (3) years commencing on October 6, 2002 and ending on October 5, 2005.

4. **Agreement Price.**

4.1 The price for the Supplemental Law Enforcement Services to be provided by LBPDP to Authority shall be at the rates provided for in Exhibit "C" hereto. Authority and City agree that Exhibit "C" shall be revised annually to reflect changes in the rates for Supplemental Law Enforcement Services. However, the three-year Agreement Price shall not exceed \$1,219,536, as stated in paragraph 4.6 of this Agreement.

4.2 The services of the Community Policing Officers described in Exhibit "A" will be provided at the rate for a Police Officer set forth in Exhibit "C", and the services of any overtime officers provided for Community Policing Officers who are on vacation, sick leave, training, or other type of leave, shall be provided at the patrol officer overtime rate set forth in Exhibit "C", Supplemental Law Enforcement Service Costs. The work schedule shall be determined by LBPDP in cooperation with Authority's Executive Director or designee, and will involve evening and weekend work. Within reason, the work schedule needs to be flexible based on the occurrence of crime and law enforcement related problems at the housing development. LBPDP shall provide written

notice to Authority on a weekly basis regarding the work schedule and shall provide written notice of any changes to said work schedule. Other than overtime personnel assigned, LBPDP shall make reasonable effort to provide continuity among personnel and assign the same personnel to the Community Policing Program for a minimum of one year at the same development beginning July 1. At the time of a change in personnel, one officer shall remain assigned to said development during a period of at least 30 days for training and transition of personnel.

4.3 The services of the Investigators and special services overtime described in Exhibit "A", will be provided at the rates set forth in Exhibit "C".

4.4 The administration and supervising services described in Exhibit "B" will be provided at the rate set forth in Exhibit "C".

4.5 The charges set forth in Exhibit "C" are inclusive of LBPDP's overhead which includes but is not limited to, the cost of the equipment to be provided by LBPDP and the maintenance thereof, supervisory personnel, worker's compensation and time of LBPDP's personnel spent in court to testify on Supplemental Law Enforcement Service matters, Commander and Patrol Sergeant's time, and no additional charge shall be made to Authority for such overhead.

4.6 Notwithstanding the foregoing, the three (3) year Agreement Price shall not exceed One Million Two Hundred Nineteen Thousand Five Hundred Thirty Six Dollars (\$1,219,536) without advance written approval from Authority.

4.7 Source and Appropriation of Funds The Authority's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Authority will notify the Contractor in writing within ten days of receipt of non-appropriation notice.

5. Long Beach Police Department's Responsibilities.

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

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

(c) Personnel. LBPDP shall provide all personnel to perform service functions under this

Agreement. The recruitment, selection, training and supervision shall be the sole responsibility of the LBPDP.

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

(d) Equipment. LBPDP shall provide and maintain the cars and radios solely to be used by the Community Policing Officers and provide space to store securely such car and bicycles purchased by the Authority, when such equipment is not in use.

(e) Supervision. LBPDP shall provide an Administration and Supervision Sergeant to direct and coordinate the work effort of the Community Policing Officers, insure that their work effort and that of other LBPDP personnel complies with this Agreement, and review and approve all monthly reports prepared for Authority under this Agreement.

(f) Training. LBPDP shall provide at its expense to the Community Policing Officers at least the level of law enforcement training provided to LBPDP Officers performing Basic Law Enforcement Services. In addition, LBPDP shall provide to the Community Policing Officers the special bicycle training and the special community policing training provided to the community policing deputies on non-Authority assignments. The time spent by LBPDP officers at any of such training programs shall not be charged to Authority.

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

6. **Access to and Retention of Records.** LBPDP shall retain for a period of five (5) years time records describing on an hourly basis the character and extent of (i) Supplemental Law Enforcement Services provided to Authority by the Community Policing Officers and Investigators, and (ii) Basic Law Enforcement Services. LBPDP will provide access to the Authority, the United States Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of LBPDP which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions.
7. **Billing and Reports.** LBPDP shall bill Authority monthly for Supplemental Law Enforcement Services and Administration Services rendered under this Agreement. Such monthly billing shall identify and detail the Supplemental Law Enforcement Services provided by personnel during the preceding period, and provide a spreadsheet totaling all expenses incurred for the current contract year. Said billing shall not include charges for

Basic Law Enforcement Service responses.

8. **Employees of City.** All persons employed in the performance of such service shall be City employees and shall remain under the immediate direction and control of the Chief of Police.

City shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations for such employees including but not limited to social security, income tax withholding, unemployment compensation, and workers' compensation. The Authority shall not be liable for compensation or indemnity to any employee for injury or sickness arising out of his or her employment with the City.

9. **Compliance with Laws.**

(a) LBPD agrees to be bound by applicable federal, state, and local laws, regulations and directives as they pertain to the performance of the Agreement. This Agreement is subject to and incorporates all pertinent terms of the United States Housing Act of 1937, as amended, and all pertinent valid regulations of the United States Department of Housing and Urban Development, as amended.

(b) LBPD will comply with the requirements of the following statutes and regulations: (i) the California Drug-Free Workplace Act of 1990; (ii) all applicable federal, state and local laws governing safety, health and sanitation; (iii) the Civil Rights Act of 1964, Title VI; (iv) Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973; (v) Section 109 of the Housing and Community Development Act of 1974; (vi) Executive Orders 11246 and 11375; (vii) Section 3 of the Housing and Community Development Act of 1968, as amended; (viii) County Lobbyist Ordinance; and (ix) Federal Lobbyist Requirements.

(c) To the greatest extent feasible, opportunities for training and employment shall be given to residents of the Carmelitos housing development, and contracts for work in connection with the Agreement be awarded to business concerns which are located in the area of, or owned in substantial part by persons residing in the City of Long Beach.

10. **Insurance.** City and Authority shall furnish, upon request, to one another proof that each has comprehensive general liability insurance and/or self-insurance. City and Authority also agree to maintain programs of insurance and/or self-insurance, as required by the State of California, covering Workers' Compensation benefits payable to their employees injured in the scope of their employment, and shall pay such claims prior to seeking indemnity, if applicable, from each other.

Unless self-insured, City shall acquire and maintain in effect all relevant state and local insurance and liability insurance. The City shall acquire and maintain training and licensing required to perform the Supplemental Law Enforcement Services under this Agreement. City shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to

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

11. **Failure to Maintain Insurance.** Failure on the part of the City to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Authority may immediately terminate this Contract.
12. **Conflict of Interest.** The City certifies that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement, except as allowed by law. The City further certifies that in the performance of this Agreement, no person having any such interest shall be employed hereunder.
13. **Authority's Responsibilities.**

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

(b) **Facilities and Equipment.** Authority shall pay the costs associated with one police vehicle, three hand-held police radios, three pagers, three cellular phones, three bicycles, two desks, one telephone, a computer with electronic mail, and one locking file cabinet at the Carmelitos housing development. The equipment provided by the Authority should only be used by LBPD's personnel employed under this Agreement. The LBPD shall take reasonable measures to insure proper care and security of all equipment provided by the Authority. The equipment provided by the Authority shall remain the property of the Authority and at the termination of this Agreement shall be returned to the Authority pursuant to its direction.

During the term of this Agreement, the Authority shall pay the cost of maintenance and repair of the police vehicle and bicycles, however, the LBPD shall have the sole responsibility for maintaining and repairing said equipment. The LBPD will review and execute a Space Use Agreement with the Authority pertaining to the Carmelitos office space.

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

(d) Data. Authority shall cooperate with LBPD by providing resident identification and information with respect to known drug, gang, or other criminal activity and an updated tenant log on a monthly basis.

14. **Quality Assurance.** The Authority or its agent will evaluate LBPD's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing LBPD's compliance with all contract terms and performance standards. LBPD's deficiencies which Authority determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Authority and LBPD. If improvement does not occur consistent with the corrective action measures, the Authority may terminate this Agreement or impose other penalties as specified in this Agreement.
15. **Indemnification.** In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, agree that each party shall be liable for any damages, including but not limited to claims, demands, losses, liabilities, costs and expenses including reasonable attorney's fees, approximately resulting from the negligent or wrongful acts or omissions of their employees or agents in the performance of this Agreement, and each party shall indemnify, defend, and save harmless the other party from any such claims, demands, damages, losses or liabilities for their negligence. If liability is imposed pursuant to Section 830 et seq. of the Government Code, solely by reason of a dangerous condition of public property under the control of the Authority, the Authority shall assume liability and defend and hold the City, its officers, employees and agents harmless from any action, loss, costs or expenses caused by such condition of the Authority's property and any negligent or wrongful act or omission of the Authority's officers, agents or employees, in any way connected with such condition of the Authority's property.
16. **Termination by Either Party.** Either party may terminate this Agreement for convenience, without cause, upon thirty (30) days advance written notice.
17. **Termination for Cause.** This Agreement may be terminated by the Authority's written notice to the LBPD for cause (failure to perform satisfactorily any of the Agreement terms, conditions, and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:
 - (a) Continuing failure of the LBPD to perform any work required to be performed hereunder in a timely and good workmanlike manner, or LBPD is not properly carrying out the provisions of Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the LBPD; and should the LBPD neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Authority within the time specified in such

notices, the Authority shall have the power to suspend the performance of this Agreement by LBPB in whole or in part.

(b) Termination for Improper Consideration: The Authority may, by written notice to City, immediately terminate the right of City to proceed under this Agreement if it is found that consideration, in any form, was offered or given by City, either directly or through an intermediary, to any Authority officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the City's performance pursuant to the Agreement.

In the event of such termination, The Authority shall be entitled to pursue the same remedies against the City as it could pursue in the event of default by the City.

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

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

18. **Third Party Beneficiaries.** No person or entity shall be deemed to be a third party beneficiary of this Agreement, except that the United States Department of Housing and Urban Development may enforce in a court of competent jurisdiction compliance by LBPB with applicable federal statutes and regulations and with the Cooperation Agreement.
19. **Independent Contractor.** This Agreement does not, is not intended, nor shall it be construed to create the relationship of agent, employee, or joint venture between the Authority and LBPB. The Authority shall not be responsible or liable for the direct payment of any salaries, wages, or other compensation to any LBPB personnel performing services hereunder; and except as otherwise specified herein, the Authority shall not be liable for compensation or indemnity to any LBPB employee for injury or sickness arising out of his or her employment.
20. **Successor and Assignment.** This Agreement may not be assigned by either party except with prior written consent of the other party.
21. **Subcontracting.** The City **shall not** subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Authority.
22. **Confidentiality of Reports.** Except as provided by law, LBPB shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Except as provided by law, such information shall not be available to any person, firm, corporation or entity without the prior written consent of

the Authority.

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

23. **Severability.** In the event that any provision herein contained is held to be invalid, void, or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
24. **Interpretation.** No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.
25. **Waiver.** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.
26. **Notices.** Notices provided for in this Agreement shall be in writing and shall be addressed to the party intended to receive the same, at the following address:

The Authority: Housing Authority of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755
Attn: Carlos Jackson,
Executive Director

The City: City of Long Beach Police Department
400 West Broadway
Long Beach, California 90802
Attn: Chief of Police

Notices addressed as above provided shall be given (i) by U.S. Mail, postage prepaid, return receipt requested, (ii) delivered in person with written acknowledgement of the receipt thereof, or (iii) by facsimile transmission confirmed by electronic confirmation-of-receipt slip. The LBPD and the Authority may designate a different address or addresses for notices to be sent by giving written notice of such change of address to the other party. Notice shall be deemed to have been given or delivered upon personal delivery thereof, upon receipt by facsimile, or two (2) days after deposit in the U.S. Mail.

27. **Entire Agreement.** This Agreement with Exhibits "A", "B" and "C" constitutes the full and final understanding and agreement of the parties with respect to the matters provided for herein, and supersedes all previous understandings, representations, commitments or

agreements, oral or written, pertaining to the services provided for herein. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind either party hereto.

28. **Modifications.** No modification of, or amendment or addition to, this Agreement shall be valid or enforceable unless in writing and signed by both parties.

29. **Partial Invalidity.** If any part of this Agreement shall be finally declared invalid or unenforceable by a court of competent jurisdiction, either party shall have the option to terminate this Agreement upon written notice to the other.

30. **Enforcement of California Penal Code Section 602(n) Trespass on Land, Real Property, Structures.** Notwithstanding any provision of this Agreement to the contrary, including without limitation Paragraph 15, the Authority and the LBPD hereby enter into a limited agency relationship, and the LBPD shall be the Authority's agent, solely and exclusively for the purpose of allowing the LBPD to enforce California Penal Code Section 602(n) at the Carmelitos housing development when in the LBPD's discretion enforcement of Penal Code Section 602(n) is appropriate. This limited agency relationship shall be limited to those actions directly taken by the LBPD to enforce Penal Code Section 602(n) at said Authority developments. The LBPD shall retain the right to supervise and control its officers in enforcing California Penal Code Section 602(n), including any decisions regarding the means of enforcing such penal code section.

31. **Notice to Employees Regarding the Federal Earned Income Credit**

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

32. **City's Warranty of Adherence to County's Child Support Compliance Program**

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

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting City's duty under this agreement to comply with all applicable provisions of law, the City warrants that it is now in compliance and shall during the term of this agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Assignment for Child or spousal Support pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

33. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the City to maintain compliance with the requirements set forth in Paragraph 32 "City's Warranty of Adherence to County's Child Support Program" shall constitute a default by the City under this Agreement. Without limiting the rights and remedies available to the County or the Authority under any other provision of this Agreement, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the Board of Commissioners may terminate this Agreement pursuant to Paragraph 17, "Termination for Cause".

34. Post Most Wanted Delinquent Parents List

The City acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The City understands that it is the County's and the Authority's policy to voluntarily post a list entitled "L.A.'s Most Wanted Delinquent Parent" poster in a prominent position at the City's place of business. The District Attorney will supply the City with the poster to be used.

35. Use of Recycled-Content Paper Products

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

36. Energy Efficiency

The City shall comply with all standards and policies relating to energy efficiency which are contained in the conservation plan issued; in compliance with Energy Policy and Conservation Act (Pub. L. 94-163) for the state in which the work under this Agreement is performed.

37. City Responsibility and Debarment

- a. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.
- b. The City is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which is defined under Section 2.2.2.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the City on this or other agreements which indicates that the City is not responsible, the County may, in addition to other remedies provided in this contract, debar the City from bidding on County, Commission or Housing Authority

agreements for a specified period of time not to exceed 3 years, and terminate any or all existing agreements the City may have with the County, the Commission or the Housing Authority.

- c. The Housing Authority may debar the City if the Board of Commissioners finds, in its discretion, that the City has done any of the following: (1) violated any term of an agreement with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the City's quality, fitness or capacity to perform an agreement with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects the same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.
- d. If there is any evidence that the City may be subject to debarment, the Housing Authority will notify the City in writing of the evidence which is the basis for the proposed debarment and will advise the City of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- e. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The City and/or the City's representatives shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the City should be debarred, and, if so, the appropriate length of time of the debarment. If the City fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the City may be deemed to have waived all rights of appeal.
- f. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- g. These terms shall also apply to subcontractors of County, Commission or Housing Authority contractors.

38. Jury Service Program

- a. Jury Service Program.

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- b. Written Employee Jury Service Policy

- 1. Unless City has demonstrated to the County's satisfaction either that City is not a "Contractor" as defined under the Jury Service Program (Section

2.203.020 of the County Code) or that the City qualifies for an exception to the Jury Service Program (Section 20203.070) of the County Code), City shall have and adhere to a written policy that provides that its Employees shall receive from the City on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the City or that the City deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Programs definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

39. **Section 3 of the Housing and Community Development Act of 1968, as Amended.** Requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in

the area of the project.

- 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 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 the derogation of compliance with Section 7(b).

40. Non-Exclusivity of Contract

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

IN WITNESS WHEREOF, the City and the Authority have executed this Agreement through their duly authorized officers effective the date first set forth herein.

SIGNATURES:

**THE HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES**

**CITY OF LONG BEACH
A MUNICIPAL CORPORATION**

By _____
Carlos Jackson
Executive Director

By _____
— Henry Taboada
City Manager

APPROVED AS TO FORM:
Lloyd W. Pellman
County Counsel

APPROVED AS TO FORM:
Robert E. Shannon
City Attorney

By _____
Deputy

By: _____
Deputy

APPROVED AS TO PROGRAM:

By _____

Maria Badrakhn
Director of Housing Management

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

COMMUNITY POLICING OFFICERS AND NARCOTICS AND GANG INVESTIGATORS AND SUPERVISORS SCOPE OF WORK

COMMUNITY POLICING OFFICERS:

- The Authority's Community Policing Program requires Community Policing Officers to practice and engage in community -oriented and problem oriented policing including:
 - partnership building with residents and staff of the housing development.
 - ongoing identification of crime and nuisance problems that impact the quality of life within the housing developments.
 - problem solving utilizing the SARA Model (Scanning, Analysis, Response and Assessment) of problem solving;
 - both traditional and innovative strategies which include prevention, intervention and enforcement strategies in response to crime problems.

The Long Beach Police Department Community Policing Officers will provide the following supplemental law enforcement services:

- Conduct an annual survey of residents to introduce the Community Policing Program and identify crime and nuisance problems.
- Identify, with the Authority Management, Narcotics and Gang Investigators and other security agencies, persons involved in drug and gang related activities and other crime problems in and around the housing development.
- Develop strategies with Authority Management, and other law enforcement resources to address the identified drug and gang activity and other crime problems. Strategies will include prevention, intervention and enforcement.
- Implement and evaluate the prevention, intervention and enforcement strategies to address identified drug and gang activity and other crime problems.
- Conduct foot and bike patrols which directly affect the quality of life of residents and the general level of fear among residents, who are the victims of drug and gang elements. Fifty percent (50%) of patrol time should be on foot/bike.
- Participate in monthly Anti-Drug and Gang Task Force and Community Policing meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Authority management.

- Participate in monthly Community Safety Committee and Resident Council meetings or any other meetings as requested by the Authority.
- Prepare reports and maintain files on civil and/or criminal activity which affects the residency status of persons residing in the housing development, as requested by the Authority.
- Complete and transmit logs daily and related complaint reports and prepare monthly reports that document daily activity and results for the previous month, SARA status report of crime problems being targeted by the Community Policing Officers.

Basic Law Enforcement Services (as defined in this Agreement), including area-wide patrol services and response and follow-up to citizen initiated 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.

NARCOTICS AND GANG INVESTIGATORS AND SUPERVISORS:

The Long Beach Police Department Narcotics and Gang Bureaus and the Special Enforcement Section will provide the following investigations and special services:

- Identify, with the Authority Management, Community Policing Officers and other security resources, persons involved in drug-related and gang-related activity in and around the housing development.
- Receive prior approval from the Community Policing Program Sergeant to conduct special investigations of those persons identified as involved in drug-related and gang-related activity in and around the housing development and target sellers, buyers and suppliers. 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 which are provided at no charge to the Authority.
- Prepare and submit reports after each operation and maintain files on civil and/or criminal activity which affects the residency status of persons residing in the housing development, as requested by Authority management.
- Participate in monthly (or any other meetings as requested by the Authority) Anti-Drug and Gang Task Force meetings with other concerned and affected agency personnel such as prosecutors, probation officers, parole agents and Authority management.
- 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 housing development.

Basic Law Enforcement Services, including area-wide narcotics and gang investigations provided to the general public, are funded by the general revenues of the City Long Beach and are not chargeable pursuant to this Agreement.

EXHIBIT "B"

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

ADMINISTRATION AND SUPERVISING SERVICES

SCOPE OF SERVICES

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

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

EXHIBIT "C"

SUPPLEMENTAL LAW ENFORCEMENT SERVICES

| | ANNUAL COST | MAXIMUM AMOUNT |
|--|--------------------|-----------------------|
| SALARIES | | |
| Community Policing Unit Services | | \$338,781 |
| (3) Police Officers @ \$37.62 per hour for a total of 5,616 hours per year | | \$211,274 |
| Backfill Overtime for Police Officers @ \$46.40 for a total of 2,748 hours per year | | \$127,507 |
| Investigations/Special Services | | \$28,524 |
| Approximately 600 hours per year | | |
| Patrol Sergeant @ \$58.13 per hour | | |
| Patrol Corporal @ \$50.05 per hour | | |
| Patrol Officer @ \$46.40 per hour | | |
| Project Administration | | \$18,545 |
| Approximately 425 hours per year | | \$16,445 |
| Police Sergeant @ \$58.13 per hour | | |
| Police Officer @ \$46.40 per hour | | |
| Police Services Assistant II @ \$31.92 per hour | | |
| Security Officer II @ \$30.85 per hour | | |
| Computer Programmer @ \$86.00 per hour | | \$2,100 |
| To create customized crime reports | | |
| Prevention/Intervention | | \$4,500 |
| Program Expenses | | |
| Includes supplies or materials for field trips, violence prevention sessions, etc. | | |
| Equipment | | \$16,162 |
| One (1) Black and White Police Vehicle | | \$13,162 |
| Dedicated to Carmelitos Includes fuel, maintenance, radio, and Mobile Data Computer | | |
| Three (3) Standard Police Bicycles | | \$2,000 |
| Dedicated to Carmelitos Includes purchase of replacement bicycles, accessories, repair and maintenance | | |
| Special Services Equipment (surveillance cameras, etc.) | | \$1,000 |
| TOTAL ANNUAL COSTS | | |
| \$406,512 | | |

