COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
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MICHAEL J. HENRY
DIRECTOR OF PERSONNEL

September 29, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

SUPPLEMENTAL AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITY OF LOS ANGELES TO PROVIDE MANAGEMENT AND EMPLOYEE DEVELOPMENT TRAINING PROGRAMS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Personnel to sign on behalf of the County of Los Angeles the attached Supplemental Agreement to the City of Los Angeles' Contract Agreement No. C-106734 adopted June 8, 2004. The purpose of the Supplemental Agreement is to extend the City's Agreement, upon Board approval through June 30, 2007, to continue to provide management development training programs to City employees through the Department of Human Resources' (DHR) Los Angeles County Learning Academy. The cost to the City of Los Angeles is $69,250 per program, with an option to provide six (6) additional sessions during the term of the agreement, and a total payment to the County of Los Angeles of $481,750, at no increase in net County Cost.

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTIONS

The proposed recommendations are necessary for DHR to enter into contract with the City of Los Angeles to deliver training services through the Los Angeles County Learning Academy. The City of Los Angeles will contract with DHR for a management development training program. Approval of this Supplemental Agreement would allow DHR to provide the training services and authorize the Director of Personnel to provide up to an additional six (6) sessions during its term. All costs for programs delivered by the Academy will be paid by the City of Los Angeles.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Board actions are consistent with both the County's Strategic Plan Goal of Service Excellence, "...easy access to quality information and services that are both beneficial and responsive" and the County's Strategic Plan Goal of Fiscal Responsibility. The management development training services that will be provided through the Los Angeles County Learning Academy to the City of Los Angeles managers will improve service delivery to the constituents of Los Angeles County by providing tools to enhance their ability to further develop organizational performance and service delivery.

FISCAL IMPACT/FINANCING

There is no increase in net County costs associated with this action. Program expenditures are 100% offset by the Supplemental Agreement with the City of Los Angeles incurring all costs of the program at an amount not to exceed $69,250 per training program for a maximum contract amount of $481,750.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement between the County of Los Angeles and the City of Los Angeles for management development training programs promotes collaboration between our agencies. It has been reviewed by County Counsel and approved as to form. The term of the Supplemental Agreement is for two years. The County has not provided services under the Supplemental Agreement and will not do so until such time as approved by the Board.

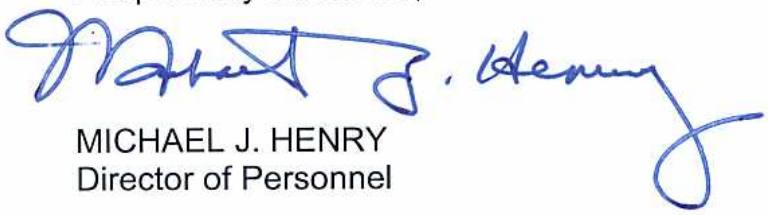
CONTRACTING PROCESS

This Supplemental Agreement is authorized by Section 56 1/4 of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

IMPACT ON CURRENT SERVICES

The recommended actions allow DHR to offer one of the comprehensive programs of instruction, the management development training program, to managers of the City of Los Angeles through the Los Angeles County Learning Academy. Additionally, these recommended actions promote intergovernmental partnerships and further demonstrate the success of our collaborative efforts with our partners at the California State University. Further, it is our belief that these management and employee development training programs enhance the overall performance of governmental employees who choose to reside and work in Los Angeles County.

Respectfully submitted,



MICHAEL J. HENRY
Director of Personnel

MJH:TJH:LT
RM:RL

Attachment

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

Hdrive: CONTRACTS/CityOfLAfolder/
BrdLtr_CityLA_ 9.27.05_rev

FIRST SUPPLEMENTAL AGREEMENT TO CONTRACT NO. C-106734
BETWEEN THE CITY OF LOS ANGELES
AND THE COUNTY OF LOS ANGELES

This FIRST SUPPLEMENTAL AGREEMENT to Contract No. C-106734 is entered into by and between the City of Los Angeles, a municipal corporation acting through its Personnel Department (hereinafter referred to as "**CITY**"), and the County of Los Angeles (hereinafter referred to as "**CONTRACTOR**"), with reference to the following:

WHEREAS, on June 15, 2004 the **CITY** entered into Contract No. C-106734, wherein **CONTRACTOR** agreed to provide, through the Department of Human Resources' Los Angeles County Training Academy a 68-hour training program entitled, "Future Focused Leadership" ; and

WHEREAS, the name of the "Los Angeles County Training Academy" has been changed to the "Los Angeles County Learning Academy"; and

WHEREAS, Contract No. C-106734 expired on June 29, 2005 and the **CITY** and **CONTRACTOR** now agree to continue service two additional years to June 30, 2007; and

WHEREAS the **CITY** desires to offer this training program to City staff up to an additional six times and **CONTRACTOR** agrees to provide such training subject to Director of Personnel approval and availability of County resources; and

WHEREAS the cost of offering such services has increased an additional $3,000 per training program, for a total contract ceiling not to exceed $481,750;

NOW, THEREFORE, **CITY** and **CONTRACTOR** hereby convenant and agree as follows:

1. Contract No. C-106734 is attached hereto as Exhibit 1 and incorporated herein by this reference. The terms and conditions of said Contract shall be the terms and conditions of this Supplemental Agreement, except as expressly modified herein:

   A. TERM OF AGREEMENT
      i. Modify first sentence as follows:

         The term of this Supplemental Agreement shall extend from July 1, 2005 through June 30, 2007, subject to the availability of CITY budgeted funds.

   B. PAYMENTS AND INVOICES,
      i. "Compensation"
         Modify Subsection A, 1, as follows:
         The CITY shall authorize the expenditure of an amount not to exceed **<u>Sixty Nine Thousand Two Hundred Fifty Dollars</u>** ($69,250) per training program, based on a maximum class size of 25 participants per training program, for the complete and satisfactory performance of the terms of this Supplemental Agreement. **CONTRACTOR** shall provide this training program no more than six additional times during the term

of this Supplemental Agreement, subject to Director of Personnel approval and availability of County resources.

ii. Modify Subsection A, 3, as follows:
The CITY's total obligation for the services provided pursuant to this AGREEMENT shall not exceed the amount of **Four Hundred Eighty One Thousand Seven Hundred Fifty Dollars** ($481,750).

iii. "Method and Time of Payment"
Modify Subsection B, 1, as follows:
Upon execution of this Supplemental Agreement, CITY shall encumber additional funds in an amount not to exceed **Four Hundred Fifteen Thousand Five Hundred Dollars** ($415,500) based on a total of six training programs with a maximum class size of 25 participants per program for management development training services.

C. Modify Exhibit B – Future Focused Leadership Program Cost Per Cohort as follows:

Category		
1)	Textbooks and Materials $150 per person x 25 participants	$3,750
2)	Course Instruction – Future Focused Leadership 68 hour course – 13 modules	$65,500
	TOTAL (Fixed price for up to 25 participants)	**$69,250**

D. Modify Exhibit C – Future Focused Leadership Payment Schedule Per Cohort as follows:

Category	Invoice No.	Payment Schedule	Amount Due
Textbooks and Materials	1. Textbooks and Materials	Distribution of Textbooks and Material ($150 per person)	$3,750.00
Course Instruction	2. –25% of Course Instruction	Advance payment of 25% of the Cost of the Course Instruction	$16,375.00
	3. –25% of Course Instruction	Completion of Modules 1,2, and 3 (16 hours)	$16,375.00
	4. –25% of Course Instruction	Completion of Modules 4,5, and 6 (16 hours)	$16,375.00
	5. –25% of Course Instruction	Completion of Modules 7,8,9,10,11,12, and 13 (36 hours)	$16,375.00
TOTAL DUE PER CLASS			***$69,250.00***

2. If the CONTRACTOR began performance prior to the execution of this CONTRACT, to the extent that such services were performed in accordance with the terms and conditions of this Supplemental Agreement, the CITY hereby ratifies and accepts such services.

3. In the event of an inconsistency between any of the provisions of this Supplemental Agreement and/or attachments, the inconsistency shall be resolved by giving precedence to the documents in the following order:

   A. Paragraphs set forth in this First Supplemental Agreement
   B. Paragraphs set forth in the original Agreement
   C. Standard Provisions for City Contracts (Rev. 10/03)

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IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their respective duly authorized officers.

CITY OF LOS ANGELES

By:_____
MARGARET M. WHELAN
General Manager
Personnel Department

Date: _____

APPROVED AS TO FORM:
Rockard J. Delgadillo, City Attorney

By:_____
Adrienne Khorasanee
Deputy City Attorney

Date: _____

ATTESTED:
Frank T. Martinez, City Clerk

By: _____
Deputy City Clerk

Date: _____

COUNTY OF LOS ANGELES

By: _____
MICHAEL J. HENRY
Director of Personnel

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

By: Les Tolnai
Les Tolnai
Principal Deputy County Counsel

Date: 9/29/05