HOUSING AUTHORITY
of the County of Los Angeles
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Gloria Molina
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Sean Rogan
Executive Director

ADOPTED

BOARD OF COMMISSIONERS
HOUSING AUTHORITY

5-H JUNE 29, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

June 29, 2010

The 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:

APPROVE THE MASTER SERVICES AGREEMENT BETWEEN THE COUNTY AND THE HOUSING AUTHORITY FOR SPECIAL SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter recommends approval of a revised Master Services Agreement (Agreement) between the County of Los Angeles and the Housing Authority, attached hereto in substantially final form, which allows for the reciprocal provision of services between the two entities. The Agreement will be effective on the date of Board approval, and will automatically renew each year, unless sooner terminated by either party. This letter relates to an item on the agenda for the Board of Supervisors.

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and authorize the Executive Director to execute the revised Agreement between the County and the Housing Authority.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Agreement will permit the Housing Authority to continue to receive, as well as provide, special services to the County. Each entity is deemed an independent contractor to the other under this Agreement.

FISCAL IMPACT/FINANCING

Rates for services will be negotiated and agreed upon by the Executive Director of the Housing

Authority and the applicable County department providing or receiving said services on a case-by-case basis. Any funds used to pay for such services would be included in the entities' annual approved budgets for the applicable fiscal year.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On April 19, 1994, the Board of Supervisors and the Board of Commissioners of the Housing Authority approved a Masters Services Agreement (original Agreement) which provided for the reciprocal exchange of services between the County and the Housing Authority.

The revised Agreement contains some revisions and updates to the language of the original Agreement, including the following:

The revised Agreement allows the County and the Housing Authority to provide services to each other through their contractors and/or consultants, in addition to their officers and employees. The original Agreement only allowed for the provision of services through the entities' officers and employees.

The revised Agreement allows the parties to request services for one year or less, on a multi-year basis or for one year with an automatic annual renewal provision unless sooner terminated by either party. The original Agreement allowed the parties to provide services to each other for "a short duration (i.e., one year or less), which may be renewed from time to time." Additionally, the Agreement itself will automatically renew each year unless sooner terminated by either party.

The revised Agreement also delegates authority to the Executive Director to approve and pay for County services using funds previously allocated in the Housing Authority's annual budget, approved by the Board, regardless of the amount of the expenditure. The original Agreement gave the Executive Director the authority to negotiate the rates for services, and did not impose a particular spending limit for County services. This revision is to clarify and confirm the parties' original intent.

ENVIRONMENTAL DOCUMENTATION

These activities are exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3), because they involve administrative activities that will not have a physical impact on or result in any physical changes to the environment. The activities are not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because they are not defined as a project under CEQA and do not have the potential for causing a significant effect on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The revised Agreement will permit the Housing Authority to continue to receive and provide special services to the County.

Respectfully submitted,

SEAN ROGAN
Executive Director

SR:mc

Enclosures

MASTER SERVICES AGREEMENT

THIS AGREEMENT is entered into on this ___ day of ____, 2010, by and between the COUNTY OF LOS ANGELES, a body corporate and politic hereinafter referred to as "County", and the HOUSING AUTHORITY of the COUNTY OF LOS ANGELES, a public agency activated pursuant to Part 2 of Division 24 of the California Health and Safety Code Sections 34200 et seq., hereinafter referred to as "Housing Authority".

RECITALS

(a) Housing Authority is desirous of contracting with County for the performance of services to the Housing Authority by County's appropriate officers, employees, consultants and/or contractors.

(b) County is agreeable to performing, or contracting for the performance of, such services to Housing Authority on the terms and conditions hereinafter set forth.

(c) Such contracts for performance of services to the Housing Authority are authorized and provided for by the provision of Section 56-¾ of the Charter of the County of Los Angeles.

(d) County is desirous of contracting with Housing Authority for the performance of services to the County by Housing Authority's appropriate officers, employees, consultants and/or contractors.

(e) Housing Authority is agreeable to performing, or contracting for the performance of, such services to the County on the terms and conditions hereinafter set forth.

(f) This Agreement is authorized by the provisions of the County Charter Sections 56 ¼ and 56 ¾ and Section 34311 of the California Health and Safety Code.

THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

General Services to Housing Authority

1. County agrees, through its departments, commissions, bodies, officers, employees, consultants and/or contractors to perform needed services to the Housing Authority.
2. Housing Authority shall pay for such services as are provided for under this Agreement at rates to be negotiated and agreed upon between the Executive Director of the Housing Authority (hereinafter referred to as the "Executive Director") and the County department(s) providing said services.
3. Notwithstanding these provisions, the Housing Authority may obtain services from the County for one year or less, on a multi-year basis, or for one year with an automatic annual renewal provision, unless sooner terminated by either party.
4. The Executive Director of the Housing Authority may use funds included in its annual budget(s) approved by the Board of Commissioners (hereinafter referred to as "BOC") for the fiscal year(s) within which services shall be provided hereunder without the need to return to the Board for additional authority to spend the funds. The Housing Authority may also use any available funds received through federal, state, or local grants or other sources provided that the BOC has previously authorized the Executive Director to receive said funds and incorporate them into the Housing Authority's budget for the provision of needed services hereunder (or for purposes not inconsistent with the provision of needed services hereunder).

5. Each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever County and Housing Authority mutually agree as to the necessity for any such County officer, employee, consultant and/or contractor to maintain administrative quarters in the facilities of the Housing Authority, the Housing Authority shall furnish as its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the Housing Authority, the same shall be supplied by the Housing Authority as its expense. Such quarters may be used by the County, officer, employee, consultant and/or contractor in connection with the performance of its duties for County and other agencies, provided, however, that the performance of such other duties shall not be at any additional cost to the Housing Authority.

7. All persons employed in the performance of such services and functions for the Housing Authority shall be County officers, employees, consultants and/or contractors, and no such person shall be concurrently employed by the Housing Authority, nor shall he or she have any Housing Authority pension, employment claim or other status or right. Subject to the limitations set forth in this Agreement, and only for the purpose of performing such services and functions and giving official status to the performance hereof, every County officer, employee, consultant and/or contractor engaged in performing such service or

function shall be deemed to be an officer, employee, consultant and/or contractor of said Housing Authority while performing service for the Housing Authority within the scope of this Agreement. The Housing Authority shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the Housing Authority, or any liability other than that provided for in this Agreement.

8. Except as herein otherwise specified, the Housing Authority shall not be liable for compensation or indemnity to any County officer, employee, consultant and/or contractor for injury or sickness arising out of this employment.

9. Each County officer, employee, consultant, contractor, or department performing any service for the Housing Authority provided for herein shall keep reasonably itemized and detailed work or job records covering the cost of all services performed and all additional items and expenses incidental to the performance of such function or service.

10. After the billing rates are established, the County department rendering services to the Housing Authority shall submit an itemized invoice which covers all services performed during the preceding thirty (30) days, and the Housing Authority shall pay the County therefor within thirty (30) days after the date of said invoice.

Housing Authority Services to the County (General)

11. The Housing Authority agrees, through its officers, employees, consultants and/or contractors to perform those special housing related functions which may

from time to time be requested by County from the Housing Authority as hereinafter provided.

12. The County shall pay for such services as are provided under this Agreement at rates to be mutually agreed upon at the time services are requested by the County.

13. No Housing Authority officer, employee, consultant and/or contractor shall perform for the County any function not coming within the scope of said duties of such officer, employee, consultant and/or contractor performing services for the Housing Authority.

14. No function or service shall be performed hereunder by any Housing Authority officer, employee, consultant and/or contractor unless such function or service shall have been requested in writing by the Board of Supervisors or a department head of the County, and each such service or function shall be performed at the times and under the terms and conditions mutually agreeable to the Housing Authority and the department requesting the services.

15. Whenever the County and Housing Authority mutually agree as to the necessity for any such Housing Authority officer, employee, consultant and/or contractor to maintain administrative quarters in the facilities of the County, the County shall furnish at its own cost and expense all necessary office space, furniture, furnishings, office supplies, janitorial service, telephone, light, water and other utilities. In all instances where special supplies, stationery, notes, forms and the like must be issued in the name of the Housing Authority, the same shall be supplied by the County at its expense. Such quarters may be used by the

Housing Authority's officer, employee, consultant and/or contractor in connection with the performance of its duties for the Housing Authority and other agencies, provided, however, that the performance of such other duties shall not be at any additional cost to the County.

16. Subject to the limitations of this Agreement, all persons employed in the performance of such services and functions for the County shall be Housing Authority officers, employees, consultants and/or contractors and no such person shall be concurrently employed by the County, nor shall he or she have any County pension, employment claim or any other status or right. For the purpose of performing such services and functions and for the purpose of giving official status to the performance hereof, every Housing Authority officer, employee, consultant and/or contractor engaged in performing any such service or function shall be deemed to be an officer, employee, consultant and/or contractor of said County while performing service for the County within the scope of this Agreement. The County shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any Housing Authority personnel performing services hereunder for the County or any liability other than that provided for in this Agreement.

17. Except as herein otherwise specified, the County shall not be liable for compensation or indemnity to any Housing Authority officer, employee, consultant and/or contractor for injury or sickness arising out of his employment.

18. Each Housing Authority officer, employee, consultant and/or contractor performing any service for the County provided for herein shall keep reasonably

itemized and detailed work or job records covering the cost of all services performed and all additional items and expense incidental to performance of such function or service.

19. After the billing rates are established, the Housing Authority shall submit an itemized invoice which covers all services performed during the preceding thirty (30) days, and the County department receiving services shall pay the Housing Authority therefor within thirty (30) days after the date of said invoice.

General Provisions

20. In contemplation of the provisions of California Government Code Section 895.2 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, will each assume the full liability that would be imposed upon it, or any of its officers, agents or employees by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any loss, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The Housing Authority and County agree to indemnify, defend and hold harmless each other against any and all liability, expense and claims arising from their respective acts or omissions. The

provisions of Section 2778 of the California Civil Code are made hereof as if fully set forth as if fully set forth.

21. This Agreement shall become effective on the date of approval by the governing bodies of both entities and shall automatically renew annually unless sooner terminated by either party.

22. This Agreement shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Housing Authority, except as expressly set forth in this contract.

23. The Housing Authority agrees that it shall not make any discrimination, distinction, or restriction on account of color, race, religion, ancestry, sex, marital status, or national origin contrary to the provisions of Section 51, et seq. of the California Civil Code which is incorporated herein by reference as if fully set forth herein. Upon a final determination by a court of competent jurisdiction the Housing Authority has violated such section, this Agreement shall be deemed void and of no force and effect, and the Housing Authority shall be liable for any damages for violation of said sections.

24. Notices desired or required to be given hereunder or under any law now or hereafter in effect may at the option of the party giving the same, be given by enclosing same in a sealed envelope, addressed to the party for whom intended, and by depositing such envelope with postage prepaid, in the United States Post Office, or any substation thereof, or any public letterbox, and any such notice in the envelope containing the same shall be addressed as follows:

All notices shall be served in writing, the notices to the Housing Authority shall be sent to the following:

Executive Director of the Housing Authority
of the County of Los Angeles
2 Coral Circle
Monterey Park, California 91755

Notices, reports and statements to the County shall be delivered to or sent to the County at the following address:

Executive Officer-Clerk of the Board, Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

25. This Agreement contains all the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose, no provision of this Agreement may be amended or added except by an amendment in writing signed by the parties hereto. This Agreement shall not be effective or binding on any party until fully executed by all parties hereto and shall continue until terminated by one of the parties upon delivery of written notice to the other as specified in this Agreement.

[END OF TERMS AND CONDITIONS]

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused these presents to be subscribed thereto and attested by the Executive Officer-Clerk of said Board and Housing Authority has caused these presents to be subscribed by its Executive Director and the seal of the Housing Authority affixed thereto on the day and year first above written.

COUNTY OF LOS ANGELES

_____
Chair, Board of Supervisors

HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES

_____
Executive Director

ATTEST:

Executive Officer – Clerk of the
Board of Supervisors

By_____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By_____
Deputy