

FUNDING AGREEMENT WITH THE
CITY OF LONG BEACH

29493

THIS AGREEMENT is made and entered into this 14TH day of FEBRUARY 2006

BY COUNTY OF LOS ANGELES,
a body corporate and politic,
hereinafter referred to as
"County",

AND CITY OF LONG BEACH ,
a body corporate and politic,
hereinafter referred to as
"City".

WITNESSETH:

WHEREAS, the County is desirous of assisting the City for the performance of specialized services related to a site feasibility study;

WHEREAS, the City's Community Development Department will retain Beverly Prior Architects Inc. to prepare a courthouse site feasibility study within the City;

WHEREAS, the Board of Supervisors has authorized the Chief Administrative Officer, pursuant to Government Code Sections 23005 and 31000, to enter into contracts for such specialized services;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto agree as follows:

A. Approved Funding and Costs

1. The County hereby grants to the City the amount of \$78,879.00 to support the City's preparation of a site feasibility study relative to a new courthouse within the City limits.
2. County funds may be used by the City to pay for the site feasibility study prepared by Beverly Prior Architects Inc.

B. The Improvements

1. The mutual goal of the City and the County is to study the feasibility of a new courthouse within the City limits. The City and the County shall endeavor to meet this goal.
2. Nothing in this Agreement shall be construed as an approval by the County of the implementation of the feasibility study regardless of the source of funding.

C. Agreement Term

This Agreement will remain in force until completion of the feasibility study as mutually agreed by the City and the County.

D. Financial Records

1. The City agrees to maintain satisfactory financial accounts, documents and records of the expenditure of County Funds and to make them available to the County for auditing at reasonable times. The City also agrees to retain such financial accounts, documents and records for five (5) years following the expiration or prior termination of this Agreement.
2. The City agrees to use a generally accepted accounting system. The City also agrees to maintain, and make available for County inspection, accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement.
3. At any time during the term of this Agreement or at any time within five (5) years of the expiration or prior termination of this Agreement, authorized representatives of the County may conduct an audit of City's records for the purpose of verifying appropriateness and validity of expenditures of County Funds under the terms of this Agreement.

The City, within thirty (30) days of notification from the County of its audit findings, may dispute the audit findings in writing to the County and provide the County with records and/or documentation to support the expenditure claims. The County shall review this documentation and make a final determination as to the validity of the expenditures.

The City will provide the County Chief Administrative Office within one hundred twenty (120) days after the end of its fiscal year, a report itemizing actual expenditures funded by monies received pursuant to this Agreement.

E. Notices and Approvals

All notices and approvals shall be directed to and made by the following representatives of the parties:

- a. To the County: Chief Administrative Office
Attn: Dawn McDivitt
Kenneth Hahn Hall of Administration, Room 754
500 West Temple Street
Los Angeles, CA 90012

- b. To the City: Community Development Department
of the City of Long Beach
Attn: Amy Bodek
Project Development Bureau Manager
333 West Ocean Blvd., 3rd Floor
Long Beach, CA 90802

F. Nondiscrimination

The City shall not discriminate against any person on the basis or race, color, sex, sexual orientation, age, religious belief, national origin, marital status, physical or mental handicap, medical condition, or place of residence in the use of the County Funds paid to the City pursuant to this Agreement.

G. Severability

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall not affect other provisions or applications of the Agreement that can be given effect without the invalid provision or application, and to this end the provisions of the Agreement are severable.

H. Effective Date

The effective date of this Agreement shall be the date of execution by both parties.

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IN WITNESS WHEREOF, the City has executed this Funding Agreement, or caused it to be duly executed by its authorized representative, and the County of Los Angeles by its Chief Administrative Officer the authority to execute this Agreement on its behalf on the date and year written below.

CITY
City of Long Beach

By [Signature]
Title City Manager

Date JAN 16, 2006

APPROVED AS TO FORM:

[Signature] 1/11/06
Deputy City Attorney

COUNTY
County of Los Angeles

By [Signature]
David E. Janssen
Chief Administrative Officer

Date 2/14/06

By [Signature]
VIOLET VARONA-LUKENS
Executive Officer, Board of Supervisors

By [Signature]
J. TYLER MC CAULEY
Auditor-Controller

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By [Signature]
Chief Deputy County Counsel