

**FUNDING AGREEMENT FOR THE  
CITY OF LONG BEACH MULTI-SERVICE  
CENTER FOR THE HOMELESS**

**30568**

THIS AGREEMENT is made and entered into this 29<sup>th</sup> day of January, 2007/8

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 Board of Supervisors has approved a contribution in the amount of \$2,000,000 to the City for substantial modifications and upgrades to the City of Long Beach Multi-Service Center for the Homeless ("Center").

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 \$2,000,000 for substantial modifications and upgrades to the Center.
2. County Funds may be used by the City for payment of planning and other pre-construction soft costs, as well as construction costs for the substantial modifications and upgrades to the Center.

**B. The Improvements**

1. The mutual goal of the City and the County is to make improvements to the Center which will allow it to accommodate planned new programs and homeless services.
2. Nothing in this Agreement shall be construed as an approval by the County of the implementation of the improvements regardless of the source of funding for such improvements. Any improvements funded pursuant to this

Agreement will be subject to the provisions and requirements of the California Environmental Quality Act. Any physical changes to County facilities that are funded pursuant to this Agreement are subject to approval by the County.

**C. Agreement Term**

This Agreement will remain in force for one (1) year following its execution date.

**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 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 records for the purpose of verifying appropriateness and validity of expenditures of County Funds under the terms of this Agreement. If said audit reveals expenditures that cannot be verified or that were paid in violation of the terms of this Agreement, the County may request that the City substitute other funds available to the City, or if all County Funds have not yet been paid to the City, the County may, in its discretion, reduce its County Funds obligation by an amount equal to such expenditures.

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 Executive Office with a report itemizing actual expenditures funded by monies received pursuant to this Agreement prior to a request for an extension to this Agreement or within one hundred twenty (120) days following the termination of this Agreement.

**E. Hold Harmless and Indemnification**

1. The City shall indemnify, defend and hold the County, its officers, and employees harmless from and against any and all liability to any third party for or from loss, damage or injury to persons or property in any manner arising out of, or incident to, the performance of this Agreement.
2. The County shall have no liability for any debts, liabilities, deficits, or cost overruns related to the improvements to the Center.
3. The City and the County agree that the liability of the County hereunder shall be limited to the payment of the County Funds pursuant to the terms and conditions of this Agreement. Any contracts entered into, or other obligations or liabilities incurred by the City in connection with the improvements or otherwise relating to this Agreement shall be the sole responsibility of the City and the County shall have no obligation or liability whatsoever thereunder or with respect thereto, unless the County is a party to any such agreement. This Agreement does not otherwise alter or amend any other agreements or obligations between the County and the City.

**F. 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 Executive Office  
Capital Projects/Debt Management Division  
Attn: Jan Takata  
Kenneth Hahn Hall of Administration, Room 754  
500 West Temple Street  
Los Angeles, CA 90012
- b. To the City:  
Corinne Schneider Jones  
Bureau Manager, Human & Social Services  
Department of Health and Human Services  
City of Long Beach  
2525 Grand Avenue, Suite 235  
Long Beach, CA 90815

**G. Nondiscrimination**

The City shall not discriminate against any person on the basis of 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.

**H. 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.

**I. Effective Date**

The effective date of this Agreement shall be the date of approval by the County's Chief Executive Officer.

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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 order of its Board of Supervisors, has delegated to its Chief Executive Officer the authority to execute this Agreement on its behalf on the date and year written below.

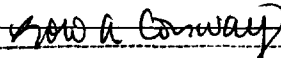
CITY  
City of Long Beach

By  1.9.08  
Patrick West  
City Manager Date

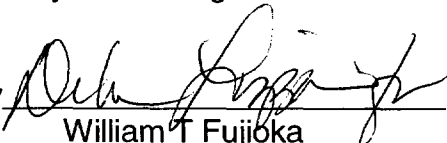
APPROVED AS TO FORM FOR THE CITY:

APPROVED AS TO FORM

By 1/7, 2008  
ROBERT E. SHANNON, City Attorney


By   
DEPUTY CITY ATTORNEY

COUNTY  
County of Los Angeles

By  1-29-08  
William T. Fujioka  
Chief Executive Officer Date

APPROVED AS TO FORM FOR THE COUNTY:

RAYMOND G. FORTNER, JR.  
County Counsel

By   
Principal Deputy