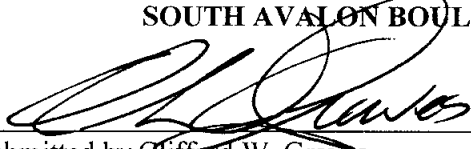


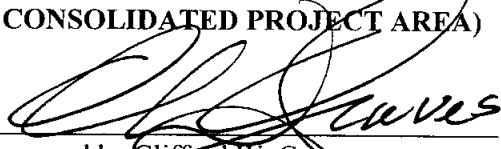


City of Carson Report to Redevelopment Agency

January 18, 2011
New Business Consent

SUBJECT: CONSIDER APPROVING A FUNDING AGREEMENT BY AND BETWEEN THE CARSON REDEVELOPMENT AGENCY AND THE COUNTY OF LOS ANGELES FOR CARSON REDEVELOPMENT AGENCY FINANCING OF CERTAIN IMPROVEMENTS TO THE CARSON SHERIFF'S STATION LOCATED AT 21356 SOUTH AVALON BOULEVARD (CARSON CONSOLIDATED PROJECT AREA)


Submitted by Clifford W. Graves
Economic Development General Manager


Approved by Clifford W. Graves
Interim Executive Director

I. SUMMARY

At a public hearing on December 21, 2010, the City Council approved a funding agreement (Agreement) (Exhibit No. 1), by and between the Carson Redevelopment Agency (Agency) and the County of Los Angeles, which provides for the Agency's partial financing of certain renovations (Improvements) (Exhibit No. 2) to the Carson Sheriff's Station, located within the Carson Consolidated Project Area. The Agency took action on the Agreement outside of the public hearing. The Agency is now being asked to ratify its approval of the Agreement.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the funding agreement with the County of Los Angeles in an amount not-to-exceed \$2,500,000.00.
2. AUTHORIZE the Agency Chairman to execute the funding agreement following approval as to form by the Agency Counsel.

III. ALTERNATIVES

1. MODIFY the agreement and APPROVE as modified.
2. TAKE another action the Agency Board deems appropriate.

IV. BACKGROUND

At a public hearing on December 21, 2010, the City Council approved the Agreement and authorized the use of Agency funds to provide \$2,500,000.00 for the Improvements to the Carson Sheriff's Station. The Agency approved the Agreement outside of the public hearing. The Agency is now being asked to ratify its approval of the Agreement.

V. FISCAL IMPACT

Funds for this transaction, in the amount of \$2,500,000.00, are available in the Carson Consolidated Project Area, and are included in the proposed FY 2010/11 Redevelopment Agency budget.

VI. EXHIBITS

- 1. Funding Agreement. (pgs. 3-7)
- 2. List of Improvements. (pg. 8)

Prepared by: William N. Watkins, Redevelopment Project Analyst

TO:Rev122210

Reviewed by:

<u>City Clerk</u>	<u>City Treasurer</u>
<u>Administrative Services</u>	<u>Development Services</u>
<u>Economic Development Services</u>	<u>Public Services</u>

Action taken by Redevelopment Agency

Date _____ Action _____

**FUNDING AGREEMENT FOR VARIOUS IMPROVEMENTS
AT THE CARSON SHERIFF'S STATION**

THIS AGREEMENT is made and entered into this _____ day of _____, 2010.

BY COUNTY OF LOS ANGELES, a body
corporate and politic, and a subdivision
of the State of California, hereinafter
referred to as "County",

AND

CITY OF CARSON, a general law city &
municipal corporation, hereinafter
referred to as "City."

WITNESSETH:

WHEREAS, the City has agreed to make a contribution in the amount of \$2,500,000 (hereafter City Funds) to the County for the proposed construction of various improvements to the Carson Sheriffs Station (hereafter the Project).

WHEREAS, on November 25, 2008, the County's Board of Supervisors authorized the Chief Executive Officer to execute a funding agreement to receive \$2,500,000 in funding from the City for the Project;

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 City hereby agrees to provide funding to the County in the total amount of \$2,500,000 (the City's Contribution) towards the total actual cost to construct the Project. City's Contribution shall be the maximum amount contributed towards such actual construction costs, and the County acknowledges and agrees that should the total cost to construct the Project exceed \$7,900,000.00 (the "projected expenditure"), such additional cost shall be born entirely by the County.
2. In the event the projected expenditure to construct the Project is less than \$7,900,000.00, then in that eventuality the County acknowledges and agrees that City's Contribution shall be reduced on a dollar-for-dollar basis below the projected expenditure.

3. The City hereby agrees to wire transfer the entire amount of City's Contribution for the Project to the County within thirty (30) business days of executing a contract for construction of the Project and issuance by the County of the notice to the successful contractor to proceed with the scope of work for the Project.
4. The County hereby agrees that City's Contribution shall be utilized by the County only for payment of hard construction costs associated with the structural improvements at the Carson Sheriff's Station, and the same shall not be used for architectural, engineering, or design and specification expenses, trade fixtures, office furniture, or computer or communications equipment (and related hardware).

B. The Improvements

1. Any improvements funded pursuant to this Agreement will be subject to the provisions and requirements of the California Environmental Quality Act (hereafter CEQA). The County shall be fully responsible for compliance with the provisions of CEQA.
2. The mutual goal of the City and the County is to improve the existing Carson Sheriff's Station. This will be accomplished by enlarging the existing station lobby by approximately 7,400 square feet through the provision of a 2-story addition to include a new community room, interview room, and a video visiting room. Approximately 3,700 square feet of the existing station dispatch area, operation offices, and the female locker room will also be remodeled; and a new patio entrance and ramp will be constructed. Total project costs, which include hard construction costs and project soft costs, are currently estimated at \$7.2 million.

C. Agreement Term

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

D. Financial Records

1. County agrees to maintain satisfactory financial accounts, documents and records of the expenditure of City Funds and to make them available to the City for auditing at reasonable times. County also agrees to retain such financial accounts, documents and records for five (5) years following termination of this Agreement.
2. County agrees to use a generally accepted accounting system. County also agrees to maintain, and make available for City 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 City may conduct an audit of County's records for the purpose of verifying appropriateness and validity of expenditures of City 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 City may request that County substitute other funds available to City, or if all City Funds have not yet been paid to County, the City may, in its discretion, reduce its City Funds obligation by an amount equal to such expenditures.

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

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 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 of Carson: City Manager
701 East Carson Street
Carson, California 90749

F. Nondiscrimination

County 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 City Funds paid to County pursuant to this Agreement.

G. Severability

If any provision of this Agreement, or the application thereof, is held to be invalid, that invalidity shall no affect other provisions or applications of the Agreement that can be given effect without the invalid provision of 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 approval by the County's Chief Executive Officer.

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 Carson

By _____ Date _____
James L. "Jim" Dear
Mayor

APPROVED AS TO FORM FOR THE CITY:

By _____
William W. Wynder
City Attorney

COUNTY
County of Los Angeles

By _____ Date _____
William T Fujioka
Chief Executive Officer



APPROVED AS TO FORM FOR THE COUNTY:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Principal Deputy

Description of Improvements and Costs of the
Sheriff's Station Rehabilitation Project

The project will include the following Improvements: enlarging the existing station lobby by approximately 7,400 square feet through the provision of a 2-story addition to include a new community room, interview room, and a video visiting room. Approximately 3,700 square feet of the existing station dispatch area, operation offices, and the female locker room will also be remodeled; and a new patio entrance and ramp will be constructed.

The total cost of the Sheriff's Station Rehabilitation Project is \$7,200,000.00. The Agency will pay for a portion of the total project cost. The Agency's financial contribution to the Improvements shall not exceed \$2,500,000.00.