



LONG BEACH REDEVELOPMENT AGENCY

333 WEST OCEAN BOULEVARD, THIRD FLOOR • LONG BEACH, CA 90802 • (562) 570-6615 • FAX (562) 570-6215

November 6, 2006

REDEVELOPMENT AGENCY BOARD MEMBERS
City of Long Beach
California

RECOMMENDATION:

Recommendation to approve and authorize the Executive Director to execute an Agreement for Funding with the West Long Beach Industrial Redevelopment Project Area Committee for the period from October 1, 2006, through September 30, 2007. (West Industrial – District 1)

DISCUSSION

The fiscal year 2006-07 annual budget appropriated \$70,000 in funding for the West Long Beach Industrial Redevelopment Project Area Committee (PAC). The Agreement for Funding (Agreement) between the Redevelopment Agency (Agency) and the PAC addresses how those funds may be expended.

The proposed terms of the Agreement are as follows:

1. The PAC will be reimbursed for administrative expenses not to exceed \$70,000.
2. Reimbursement payments will be at times as the Agency's Executive Director is satisfied by expenditure reports, canceled checks, invoices or other suitable evidence, that funds to be reimbursed have been lawfully expended within the scope of the Agreement.
3. Funds may be expended by the PAC for the purposes and in the aggregate amount set forth in Exhibit A of the Agreement (see attached), inclusive of expenditures for materials and services in support of those purposes such as legal consulting services.
4. In no event will the PAC employ or retain professional assistance without first entering into an agreement stating the terms and conditions for employment or retention. Such an agreement shall be promptly furnished to the Executive Director for written approval prior to being eligible for expense reimbursement.

REDEVELOPMENT AGENCY BOARD MEMBERS

November 6, 2006

Page 2

5. None of the funds may be used for the support of any political activity or litigation against the Agency.

SUGGESTED ACTION:

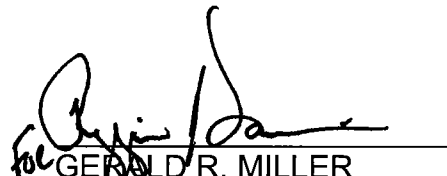
Approve recommendation.

Respectfully submitted,



For PATRICK H. WEST
EXECUTIVE DIRECTOR

APPROVED:


GERALD R. MILLER
CITY MANAGER

PHW:CAB:AES:aes

Attachment: Exhibit A – West Long Beach PAC Budget FY 2006 – 07

R:\RDA Board\RDA Board Meetings\2006\November 6\WPAC Budget.doc

Exhibit A

West Long Beach Industrial Project Area
Committee Budget
Fiscal Year 2006 - 2007

<u>Category</u>	<u>Budgeted Expenses</u>
Catering	\$1,000
Legal Services	\$3,300
Newsletter	\$6,600
Office Equipment	\$1,000
Office Supplies	\$1,200
Personnel	\$36,500
Postage	\$1,800
Printing	\$1,800
Rent	\$10,800
Telephone	\$1,400
Utilities	\$1,600
<u>Website</u>	<u>\$3,000</u>
TOTAL	\$70,000

AGREEMENT FOR FUNDING

10/01/06 THROUGH 09/30/07 BUDGET

PROJECT AREA COMMITTEE - WEST LONG BEACH INDUSTRIAL

REDEVELOPMENT PROJECT

THIS AGREEMENT is entered into this _____ day of _____, 2006, between the REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH, CALIFORNIA, a public body, ("Agency") and the PROJECT AREA COMMITTEE FOR THE WEST LONG BEACH INDUSTRIAL REDEVELOPMENT PROJECT ("PAC").

THE PARTIES agree as follows:

1. Adequacy of Funding. The City Council of the City of Long Beach has approved an administrative budget in the amount of \$70,000.00 for PAC for the period October 1, 2006 through September 30, 2007. PAC agrees that the funding is adequate, except for unforeseen circumstances, for all its administrative needs for the fiscal year and waives any and all right or authority to request additional funding for the fiscal year from either Agency or from the City of Long Beach, including but not limited to, any right or authority it may have under Section 33388 of the California Health and Safety Code.

2. Reimbursement of Funds. Agency will, on and after the effective date of this Agreement and on fulfillment by PAC of all applicable conditions stated in this Agreement, provide to PAC monthly reimbursements in accordance with this Section 2 in an amount not to exceed \$70,000.00.

(a) Timing of Payments. Reimbursement payment will be subject to fulfillment by PAC of all applicable conditions of this Agreement to the satisfaction of Agency's Executive Director.

Reimbursement payments will be at times as the Agency's Executive Director is satisfied by expenditure reports, copies of canceled checks, invoices or other suitable evidence, that funds to be reimbursed have been lawfully expended within the scope of this Agreement.

(b) Depository. Funds provided will be deposited in a bank in an account established by PAC for the sole purpose of receiving and disbursing the funds in a bank or other lending institutions eligible in all respects for deposit of public funds by Agency and the City of Long Beach.

(c) Expenditure of Funds. Funds may be expended by the PAC pursuant to this Agreement for the purposes and in the aggregate amount set forth in Exhibit "A", attached hereto, inclusive of expenditures for materials and services in support of those purposes such as legal consulting services.

(d) PAC Withdrawal of Funds from Depository. Withdrawal of funds by the PAC will be by the administrator(s), as designated by the PAC. The withdrawal of funds will be in accordance with all the requirements of this Section 2.

(e) Payment of Funds. Within thirty (30) days of each month, the administrator(s) will provide the Agency with an itemized list of that months expenses; showing for each expense the name and address of the payee, the specific purpose of the expenditure, a copy of the invoice or receipt, and a copy

of the canceled check. On satisfactory review of the itemized list by the Agency's Executive Director, the Agency's Executive Director will replenish the fund within thirty (30) days, in accordance with this Section 2. Requests for funds received after October 31, 2007 for the previous fiscal year will not be reimbursed.

3. Record Keeping and Accounting.

(a) Records. All records of the PAC relating to or in any way touching on the financial affairs of the PAC will be retained by the PAC for at least three (3) years and for the additional time as may be required by law. The records will be available at all reasonable times for review and auditing by authorized representatives of Agency or the City of Long Beach.

(b) Accounting. PAC will submit to Agency's Executive Director a final report, accounting for all funds received by the PAC and/or requested by the PAC for reimbursement within the scope of this Agreement, which accounting report will be submitted by November 30, 2007 and which accounting report will be to the satisfaction of Agency's Executive Director. PAC will also submit a written year-end report to include a summary of the activities undertaken during the reporting period toward accomplishment of PAC objectives as related to its stated work program on a line item basis.

4. Contract for Services. In no event will PAC employ or retain professional assistance without first entering into an agreement stating the terms and conditions for employment or retention. That agreement shall be promptly furnished to Agency's Executive Director for written approval prior to being eligible for expense

reimbursement.

5. Prohibited Activity. PAC will use none of the funds it receives pursuant to this Agreement for any expenses (including administration and overhead) in support of any political activity or litigation against the Agency. The parties agree that this provision will not be deemed to prohibit PAC from recovering attorneys' fees pursuant to California Code of Civil Procedure Section 1021.5 or 42 U.S.C. § 1988, if such an award is authorized under such statutes.

6. PAC Local Projects. In addition, the proposed budget includes \$100,000.00 that may be used for projects proposed by the PAC and approved by the Redevelopment Agency Board by formal action of the Agency.

7. Term of Agreement. This Agreement will begin on October 1, 2006 and will terminate on September 30, 2007 and, except as otherwise provided or

////

////

////

////

////

////

////

////

////

////

////

necessary to effectuate the terms of this Agreement, will cease to be of any force or effect.

AGENCY AND PAC have executed this Agreement as of the date stated above.

REDEVELOPMENT AGENCY OF THE
CITY OF LONG BEACH, CALIFORNIA

By _____
Patrick H. West
Executive Director/Secretary

AGENCY

PROJECT AREA COMMITTEE FOR
THE WEST LONG BEACH INDUS-
TRIAL REDEVELOPMENT PROJECT

By _____
Chairperson

PAC

Approved as to form this _____ day of _____, 2006.

ROBERT E. SHANNON, City Attorney
of the City of Long Beach
Attorney for the Redevelopment
Agency of the City of Long Beach,
California

By _____
Assistant

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of _____

} ss.

On _____, before me, _____,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____,
Name(s) of Signer(s)

personally known to me

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____