

REIMBURSEMENT AGREEMENT

**31081**

THIS REIMBURSEMENT AGREEMENT (the "Agreement") is made and entered, in duplicate, as of April 1, 2009 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on February 17, 2009, by and between the LONG BEACH AREA CONVENTION AND VISITORS BUREAU, INC., a California nonprofit corporation ("CVB"), and the CITY OF LONG BEACH, a municipal corporation ("City").

Recitals

WHEREAS, CVB provides services to promote tourism and conventions in the City; and

WHEREAS, City has established a special fund known as the Special Advertising and Promotion Fund ("Special Fund") to which are credited revenues and collections of the transient occupancy tax pursuant to the provisions of the Long Beach Municipal Code (commencing at Section 3.64.010) which revenues and collections may be used for the purpose of advertising, promotional, and public relations projects to attract tourists, leisure time visitors, permanent residents, business, and industry to the City; and

WHEREAS, in an effort to complete some of the critical capital improvements in time for the holidays and Technology Entertainment Design (TED) Conference at the Long Beach Convention and Entertainment Center (the "Center") in February 2009, CVB used its own funds to complete certain capital improvements (facility lighting upgrades) at the Center; and

WHEREAS, the parties desire to reimburse CVB an amount not to exceed Three Hundred and Twenty-Five Thousand Dollars (\$325,000) from the Special Fund for such facility lighting upgrades at the Center;

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1 NOW, THEREFORE, in consideration of the mutual terms and conditions  
2 herein, the parties agree as follows:

3 1. In accordance with the terms and conditions set forth below, City  
4 shall reimburse CVB an amount not to exceed Three Hundred and Twenty-Five  
5 Thousand Dollars (\$325,000) for the costs incurred by CVB in connection with the  
6 completion of certain capital improvements (facility lighting upgrades) at the Center.  
7 Reimbursement to CVB shall be made from the Special Fund.

8 2. This Agreement constitutes the entire agreement between the  
9 parties pertaining to the subject matter hereof and supersedes all prior agreements,  
10 understandings, negotiations and discussions, whether oral or written, of the parties. No  
11 supplement, modification or waiver of this Agreement shall be binding unless executed in  
12 writing by the parties to be bound thereby.

13 3. If any one or more of the provisions contained in this Agreement  
14 shall be found to be invalid, illegal or unenforceable in any respect, the validity, legality  
15 and enforceability of the remaining provisions contained herein shall not, in any way, be  
16 affected or impaired thereby.

17 4. This Agreement shall be construed in accordance with and governed  
18 by the laws of the State of California.

19 5. The headings and captions to the various articles, sections,  
20 subsections, subdivisions and other provisions of this Agreement have been inserted for  
21 convenient reference only, and shall not have the effect of amending or changing the  
22 express terms and provisions of any such article, section, subsection, subdivision or  
23 other such provision thereof.

24 6. This Agreement and all written documents pursuant thereto shall be  
25 maintained as a public record.

26 7. The parties agree that this Agreement is solely for the benefit, and it  
27 does not, nor is it intended to, create any rights in favor of or obligation owing to any third  
28 parties.

IN WITNESS WHEREOF, the parties have caused this document to be duly  
executed with all formalities required by law as of the date first stated above.

LONG BEACH AREA CONVENTION AND  
VISITORS BUREAU, INC., a California  
nonprofit corporation

Apr. 7<sup>th</sup>, 2009

By [Signature] President

Stephen Goodling  
Type or Print Name

April 7, 2009

By [Signature] ~~Chapman~~ President

Laurence W. Jackson  
Type or Print Name

"CVB"

CITY OF LONG BEACH, a municipal  
corporation

April 9, 2009

By [Signature] Assistant City Manager  
City Manager

"City"

TO SECTION 301 OF  
THE CITY CHARTER.

This Agreement is approved as to form on April 8, 2009.

ROBERT E. SHANNON, City Attorney

By [Signature] Deputy