



staff report

TO: Honorable Mayor and Members of the City Council

FROM: Jeffrey L. Stewart, City Manager
Karl H. Berger, City Attorney

SUBJECT: Consideration and possible action to receive and file Amendment No. 1 to Amended Memorandum of Understanding and Settlement Agreement and Mutual Release with the Bellflower Unified School District (BUSD).

DATE: August 22, 2016

EXECUTIVE SUMMARY

On June 27, 2016, the City Council was updated regarding the status of the 2008 Settlement Agreement between the Bellflower Redevelopment Agency, City, and BUSD ("Agreement"). As explained at that time, the Agreement includes a project priority list as an attachment. BUSD asked that the project list be amended to re-prioritize projects based upon its current needs. The City Council (also acting on behalf of the Successor Agency) expressed interest in amending the Agreement to allow for a revised project list.

During the July 11, 2016, Meeting, the City Council authorized the City Manager to execute an amendment, in a form approved by the City Attorney, to the 2008 Settlement Agreement with BUSD on behalf of the City and Successor Agency in order to add a revised project list.

RECOMMENDATION TO CITY COUNCIL

1. Receive and file Amendment No. 1 to Amended Memorandum of Understanding and Settlement Agreement and Mutual Release; or
2. Alternatively, discuss and take other action related to this item.

FISCAL IMPACT

The Successor Agency is currently holding approximately \$3.1M in trust pursuant to the terms of the Agreement. Costs associated with implementing the revised project list would likely result in most, if not all, of these monies being expended in accordance with the Agreement. The City's General Fund is not affected by the Agreement.

ATTACHMENT

Amendment No. 1 to Amended Memorandum of Understanding
and Settlement Agreement and Mutual Release 2

**AMENDMENT NO. 1 TO AMENDED MEMORANDUM OF UNDERSTANDING
AND SETTLEMENT AGREEMENT AND MUTUAL RELEASE**

This Amendment to the above-named agreement dated November 24, 2008 (“the Agreement” hereinafter) is made and entered into by and between the Successor Agency to the Bellflower Redevelopment Agency (“Successor Agency”), the City of Bellflower (“City”) and the Bellflower Unified School District (“District”), effective as of July 11, 2016. The Parties agree as follows:

A. Recitals.

(i) City, Successor Agency and District entered into the Agreement in part to provide funding for District projects from tax increment funds collected by Successor Agency. Several of those projects were listed in priority order in Exhibit A to the Agreement.

(ii) The Successor Agency maintains funds set aside for the District projects referred to in Recital (i).

(iii) The parties agree that it would best serve the interests of the District’s students and the users of City recreational facilities to amend Exhibit A to the Agreement by eliminating some of the projects identified therein and changing the priority of other such projects and this Amendment No. 1 is intended to do so.

B. Amendment.

1. The Agreement hereby is amended by substituting Exhibit A attached to this Amendment No. 1, and incorporated by reference, for Exhibit A attached to the Agreement.

2. The Agreement is further amended to add the following recital:

E. The parties acknowledge that the City and Successor Agency are separate and distinct legal entities pursuant to California law (H&S §34173(g)) and nothing contained in this Agreement may be construed as an assumption of responsibility by the City for any of the Successor Agency’s obligations under this Agreement.

3. Other than as expressly modified hereby, the Agreement, and each and every term and provision thereof, remain in full force and effect.

[Signatures on the following page]

CITY OF BELLFLOWER

By: Jeffrey L. Stewart
Jeffrey L. Stewart, City Manager

**SUCCESSOR AGENCY
TO THE BELLFLOWER REDEVELOPMENT AGENCY**

By: Jeffrey L. Stewart
Jeffrey L. Stewart, City Manager acting on behalf of the Successor Agency

Approved as to Form:

By: Karl H. Berger
Karl H. Berger, City Attorney

BELLFLOWER UNIFIED SCHOOL DISTRICT

By: Brian Jacobs 8-1-16
Brian Jacobs, Superintendent

Exhibit A

Revised Project List

BHS Soccer Field and Lighting Projects

Following is a preliminary approximation of cost for the soccer field and lighting project less architectural and inspector fees:

a.	Synthetic Turf	\$1,900,000
b.	Soccer Field Lighting	\$450,000
c.	Parking and Fire Lane	\$670,000
d.	Underground Drainage *	\$500,000
e.	Sports Field Equipment	\$180,000
f.	Demolition	\$150,000
g.	Site Improvements	\$110,000
	Total	\$3,960,000