

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 AGREEMENT FOR CODE ENFORCEMENT AND GRAFFITI
2 ABATEMENT SERVICES

3 **32017**

4 THIS AGREEMENT FOR CODE ENFORCEMENT AND GRAFFITI ABATEMENT
5 SERVICES is entered into the 20th day of January, 2011, between the CITY OF LONG
6 BEACH ("City") and the REDEVELOPMENT AGENCY OF THE CITY OF LONG BEACH,
7 CALIFORNIA ("Agency"), pursuant to a minute order adopted by the City Council of the
8 City of Long Beach at its meeting of January 18, 2011, and a minute order of the Board of
9 the Redevelopment Agency of the City of Long Beach, California on January 20, 2011.

10 Recitals

11 A. The Agency is undertaking certain activities necessary for the
12 execution of redevelopment plans (collectively the "Redevelopment Plans") for
13 redevelopment projects located in the City (collectively the "Projects") under the
14 provisions of the California Community Redevelopment Law.

15 B. Under the Redevelopment Plans, the City shall aid and cooperate
16 with the Agency in carrying out the Projects and take actions necessary to ensure the
17 fulfillment of the purposes of the Redevelopment Plans and to prevent the recurrence or
18 spread in the Projects of conditions causing blight.

19 C. The Agency has made a finding pursuant to California Health &
20 Safety Code Section 33420.2 that the abatement of graffiti is necessary to effect the
21 purposes of the City's redevelopment plans for the project areas and will assist in the
22 elimination of blight.

23
24 THE PARTIES AGREE AS FOLLOWS:

25 Section 1. Services. City agrees to provide to the Agency all necessary
26 services of the City's employees, City facilities, contractors and other services of the City
27 (the "City services") to operate a program of code enforcement and graffiti abatement in
28 order that the Agency may accomplish the purposes of the Redevelopment Plans for the

1 Projects, in the amounts set forth in Exhibit "A," provided, that the total amount payable
2 pursuant to this Agreement shall not exceed \$ 15,610,307. Such payments shall
3 commence in the fiscal year commencing October 1, 2011, and shall terminate on
4 September 30, 2021.

5 Section 2. Method of Payment. Prior to the end of each fiscal year
6 during which this Agreement is in effect, the Executive Director of the Agency (or his or
7 her designee) shall direct the City Manager of the City (or his or her designee) in writing,
8 as to the estimated cost of providing the City services to the Projects during the coming
9 fiscal year of the Agency. Such direction shall separately list the Projects and shall
10 contain a separate estimate of the costs for each Project. The Agency shall advance the
11 funds for the estimated cost of providing the City services to the Projects in accordance
12 with the direction of the Executive Director of the Agency described in this Agreement,
13 and within thirty (30) days of demand by the City.

14 Section 3. Defaults, Remedies. Failure by the Agency to make the
15 above-described payments shall constitute a default under this Agreement, and the City
16 may institute legal action to cure, correct or remedy such default, to recover damages for
17 such default, or to obtain any other remedy including injunctive or declaratory relief,
18 consistent with the purpose of this Agreement.

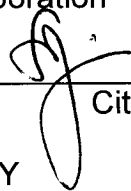
19 Section 4. Indebtedness of Agency. This Agreement constitutes an
20 indebtedness of the Agency incurred in carrying out the Projects, and a pledging of tax
21 increment from the Projects to repay the indebtedness, under the provisions of Section
22 16 of Article XVI of the California Constitution and Sections 33670-33674 of the Health
23 and Safety Code; provided, however, that the pledge of tax increment shall always be
24 subordinate and subject to the right of the Agency to pledge or commit tax increment
25 from the Projects to repay bonds or other indebtedness incurred by the Agency in
26 carrying out the Projects.

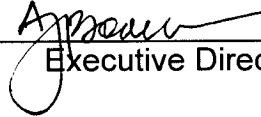
27 Section 5. Liability and Indemnification. Pursuant to Section 895.4 of the
28 Government Code, the Agency and the City agree that each will assume the full liability

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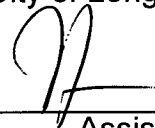
1 imposed on it or any of its officers, agents or employees for injury caused by a negligent
2 or wrongful act or omission occurring in the performance of this Agreement, and each
3 party agrees to indemnify and hold harmless the other party for any loss, cost or expense
4 that may be imposed on the other party by virtue of Sections 895.2 and 895.6 of the
5 Government Code.

6 CITY AND AGENCY have executed this Agreement as of the date first
7 provided above.

8 CITY OF LONG BEACH, a municipal
corporation
9 By  Assistant City Manager
10 City Manager
11 CITY EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

12 REDEVELOPMENT AGENCY OF THE CITY
13 OF LONG BEACH, CALIFORNIA
14 By  Executive Director/Secretary
15 AGENCY

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18 Approved as to form this 19th day of January, 2011.

19 ROBERT E. SHANNON, City Attorney
20 Attorney for the Redevelopment Agency of
21 the City of Long Beach, California
22 By  Assistant City Attorney
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Exhibit "A"

The following tables describe the annual funding by Redevelopment Project Area for Neighborhood Code Enforcement and Graffiti Abatement Programs.

Neighborhood Code Enforcement Program

	North	West	Central	TOTAL
FY12	360,500	103,000	331,695	795,195
FY13	371,315	106,090	341,645	819,050
FY14	382,454	109,272	351,894	843,620
FY15	393,927	112,550	362,450	868,927
FY16	465,399	-	429,599	894,998
FY17	479,361	-	442,487	921,848
FY18	493,742	-	455,762	949,504
FY19	508,555	-	469,434	977,989
FY20	523,811	-	483,518	1,007,329
FY21	539,526	-	498,024	1,037,550

Graffiti Abatement Program

	North	West	Central	Downtown	TOTAL
FY12	180,250	128,750	128,750	128,750	566,500
FY13	185,657	132,612	132,613	132,613	583,495
FY14	191,227	136,591	136,591	136,591	601,000
FY15	196,963	140,689	140,689	140,689	619,030
FY16	255,040	-	191,281	191,280	637,601
FY17	262,691	-	197,018	197,018	656,727
FY18	372,037	-	304,394	-	676,431
FY19	383,198	-	313,526	-	696,724
FY20	394,694	-	322,931	-	717,625
FY21	406,535	-	332,619	-	739,154