

RESOLUTION NO. RES-17-0107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONG BEACH APPROVING THE FORM OF URBAN AGRICULTURE INCENTIVE ZONE (UAIZ) CONTRACT; AND AUTHORIZING THE CITY MANAGER, HIS/HER DESIGNEE, OR THE DIRECTOR OF DEVELOPMENT SERVICES TO EXECUTE SUCH UAIZ CONTRACTS WITH EACH OWNER OF PROPERTY THAT IS ELIGIBLE FOR THE UAIZ PROGRAM UNDER CHAPTER 8.77 OF THE LONG BEACH MUNICIPAL CODE

WHEREAS, Chapter 8.77 was added to the Long Beach Municipal Code for the implementation of the City of Long Beach Urban Agriculture Incentive Zone ("UAIZ") Program to promote urban agriculture in exchange for reduced property tax assessments in accordance with California Government Code Sections 51040 et seq., and County of Los Angeles Planning and Zoning Code Sections 22.52.3400 et seq., commonly known as the UAIZ Act; and

WHEREAS, under the UAIZ Program a property owner may voluntarily enter into an agreement with the City to use vacant or unimproved property for small-scale agricultural purposes ("UAIZ Contract"), and be subject to a reduced property tax assessment under California revenue and Taxation Code Section 422.7 during the term of the agreement; and

WHEREAS, pursuant to Chapter 8.77 of the Long Beach Municipal Code, the City is required to maintain a sample of the City's form UAIZ Contract containing all of the provisions required under said Chapter; and

WHEREAS, City staff recommends approving the form of the UAIZ Contract, substantially in the form set forth in Exhibit "A" attached hereto (the "Form UAIZ

Contract") and authorizing the City Manager, his/her designee, or the Director of Development Services to execute a UAIZ Contract with each owner of property that is eligible for the UAIZ Program under Chapter 8.77 of the Long Beach Municipal Code;

NOW, THEREFORE, the City Council of the City of Long Beach resolves as follows:

Section 1. The City Council hereby approves the Form UAIZ Contract, and authorizes and directs the City Manager, his/her designee, or the Director of Development Services to execute a UAIZ Contract, in substantially the form attached hereto as Exhibit "A", with each owner of property that is eligible for the UAIZ Program under Chapter 8.77 of the Long Beach Municipal Code.

Section 2. This resolution shall take effect immediately upon its adoption by the City Council, and the City Clerk shall certify the vote adopting this resolution.

I hereby certify that the foregoing resolution was adopted by the City Council of the City of Long Beach at its meeting of October 3, 2017, by the following vote:

Ayes: Councilmembers: Gonzalez, Pearce, Price,  
Supernaw, Mungo, Andrews,  
Uranga, Austin, Richardson.

Noes: Councilmembers: None.

Absent: Councilmembers: None.

  
City Clerk

Recording Requested By:  
CITY OF LONG BEACH  
DEPT. OF DEVELOPMENT SERVICES

When Recorded, Mail To:

CITY OF LONG BEACH DEVELOPMENT SERVICES DEPARTMENT  
ATTN:  
333 WEST OCEAN BLVD., 5TH FLOOR  
LONG BEACH, CALIFORNIA 90802-4664

Free Recording Requested Under Govt. Code §6103

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## URBAN AGRICULTURE INCENTIVE ZONES CONTRACT

By and Between the City of Long Beach,  
a Municipal Corporation, and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Each Owner as Listed on Title)

For the Property Located at

\_\_\_\_\_  
(Street Number and Street Name)

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EXHIBIT "A"

## URBAN AGRICULTURE INCENTIVE ZONES CONTRACT

**THIS AGREEMENT** ("Agreement"), is made and entered into by and between the **CITY OF LONG BEACH**, a municipal corporation (hereinafter referred to as the "City"), and \_\_\_\_\_ (hereinafter referred to as the "Owner(s)").

WHEREAS, the State of California has adopted the "Urban Agriculture Incentive Zones Act" (California Government Code Sections 51040, et seq., and California Revenue & Taxation Code, Article 1.5 [Sections 422.7 et seq.]) authorizing local governments to enter into agreements with property owners to reduce their property taxes, or to prevent increases in their property taxes, in return for a commitment to a sustainable urban farm enterprise in an urban area; and

WHEREAS, the County of Los Angeles adopted Los Angeles County Code Sections 22.52.3400 et seq. to allow property owners of eligible properties within the county and cities located within the county to participate in the program authorized under the Urban Agriculture Incentive Zones Act; and

WHEREAS, Owners are the owners of the hereinafter legally described property located in the City of Long Beach, County of Los Angeles, State of California:

Legal Description (lot, block, tract)

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Site Address

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(hereinafter referred to as the "Property"). The City of Long Beach Development Services Department has determined that the Property is eligible under the California Urban Agriculture Incentive Zones Act for an Urban Agriculture Incentive Zones Contract; and

WHEREAS, the County Assessor has determined that secured property tax obligations are current and paid according to installments determined by State law, as reflected in Exhibit "A". Owners desire to enter into an Urban Agriculture Incentive Zones Contract (hereinafter referred to as "Agreement" or "UAIZ Contract") with the City to help mitigate expenditures for the use of the Property for small-scale urban agricultural use. The City is willing to enter into such Agreement to promote the use of vacant, undeveloped land for sustainable urban agricultural use and to provide public benefits to the City such as connecting residents to the broader food system, providing green space and recreational opportunities, building community, and promoting food access, public health, and economic development potential; and

WHEREAS, for the purposes of this Agreement, the City's Designated Administrative Agency ("DAA") is the Department of Development Services. In this capacity, the DAA has been given administrative responsibility pursuant to Chapter 8.77 of the Long Beach Municipal Code;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, it is agreed between City and Owners as follows:

Section 1. Effective Date and Term of Agreement. This Agreement is effective upon **January 1, 20\_\_**, and remains in full force and effect for a term of five (5) years, which commences on the effective date, unless earlier terminated ("Initial Term").

Section 2. Use of the Property. Owners shall dedicate the entire Property to an agricultural use consistent with Title 21 of the Long Beach Municipal Code ("Zoning Code") and shall undertake and complete the work set forth in Exhibit "B" ("Site Plan"), attached hereto as approved by the City. Owners shall proceed diligently in commencing agricultural uses, as set forth in the Site Plan, and shall commence such use no later than the effective date of this Agreement. No dwelling units shall be permitted on the Property, except as to other permitted

structures set forth in State law. Failure to timely commence agricultural use, or the presence or construction of any dwelling unit(s) on the Property may result in cancellation of this Agreement. [If applicable: the use of pesticides or fertilizers are prohibited on this Property, except those permitted by the United States Department of Agriculture's National Organic Program, pursuant to California Government Code Section 51042(d).]

Section 3. Cessation of Agricultural Use. Owners shall report in writing to the Department of Development Services any cessation of agricultural use for any reason or any other change in use from that approved under the attached Site Plan within two (2) weeks of the cessation of activity.

Section 4. Inspections. Owners shall permit periodic examination of the Property by representatives of the County's Assessor-Recorder, the City Department of Building and Safety, the Department of Development Services, and the County Agricultural Commissioner, to monitor Owners' compliance with the terms of this Agreement. Owners shall provide all reasonable information and documentation about the Property demonstrating compliance with this Agreement as requested by any of the above-referenced entities.

Section 5. Valuation. This Agreement must have been executed and recorded on or before the lien date (January 1) for a fiscal year (the following July 1 - June 30) for the Property to be valued under the taxation provisions of the Urban Agriculture Incentive Zones Act for that fiscal year.

Section 6. Renewal and Extension. Owners may apply for an extension of the Agreement for an additional term of up to five (5) years, provided that the California Urban Agriculture Incentive Zones Act and Los Angeles County Code Sections 22.52.3400 et seq. permit such an extension. Any such extension shall be subject to the same requirements as set forth under the initial application as well as any new requirements imposed by DAA regulation, or law

or ordinance, and shall follow the DAA's then current process for approving and executing UAIZ contracts or amendments, including, but not limited to recordation.

Section 7. Enforcement. Any violation of this Chapter constitutes a material breach and the City may terminate the Agreement and pursue any legal remedies available.

Section 8. Default. An event of default under this Agreement may be any one of the following:

A. Owners' failure to conduct the agricultural use set forth in Exhibit "A";

B. Owners' failure to resume agricultural use after cessation in accordance with the requirements of Section 3 herein;

C. Owners' failure to allow any inspections as provided in Section 4 herein;

D. Owners' failure to comply with the DAA's rules and regulations, California Government Code Sections 51040, et seq., or California Revenue & Taxation Code, Article 1.5 Sections 422.7 et seq., the County of Los Angeles' adopted Los Angeles County Code Sections 22.52.3400 et seq., and Chapter 8.77 of the City's Municipal Code;

E. Owners' failure to be current on property taxes for the parcel; or

F. Owners' failure to comply with any provision of this Agreement.

Section 9. Notice and Opportunity to Cure Default. If Owners breach or fail to perform any of the provisions of this Agreement, the City may give Owners written notice of such default with a reasonable opportunity to cure. If Owners do not cure such default or provide a plan to cure such default, which is acceptable to the City within the time permitted by the City, then the City may cancel this Agreement due to Owners' breach of this Agreement.

The DAA may establish any such rules and regulations as are necessary to

administer the Agreement cancellation process.

All notices required or permitted by this Agreement, including notice of a change of address, must be in writing and given by personal delivery to be sent by United States Mail, return receipt requested, addressed to the party intended to be notified. Notice will be deemed given as of the date of delivery in person or the date of receipt of the notice if mailed by First Class Mail or some other delivery method.

Notice to the City must be addressed:

City of Long Beach, Department of Development Services

Re: UAIZ Program

333 West Ocean Blvd., 3rd Floor

Long Beach, California 90802

Notice to the Owners must be addressed:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Section 10. Cancellation by City. City may cancel this Agreement if the DAA makes a reasonable determination that Owners have breached any condition or covenant contained in this Agreement. Upon City's cancellation of the Agreement, the DAA shall execute a cancellation document and record it with the Registrar-Recorder/County Clerk and notify the Agricultural Commissioner and Assessor. The process for cancellation as set forth in this Agreement and the DAA's rules and regulations will control.

Section 11. Cancellation by Owners. In the event Owners cancel this Agreement during the Term, Owner shall provide written notice to the Department of Development Services within ten (10) business days of the cancellation date. Upon Owners'



cancellation of this Agreement, Owners shall execute a cancellation document and record it with the Registrar-Recorder/County Clerk and notify the Agricultural Commissioner and Assessor. The process for cancellation as set forth in this Agreement and the DAA's rules and regulations will control.

Section 12. Cancellation Payment of Taxes. If the City cancels this Agreement as set forth in Section 10 above or Owners cancel the Agreement as set forth in Section 11 above, Owners shall pay a fee, in the form of a secured property tax bill, equal to the cumulative value of the tax benefit received during the duration of this Agreement prior to cancellation of the UAIZ Contract, as determined by the Assessor, as set forth in Government Code Section 51042(a)(2)(B). This tax bill shall include the cumulative tax owed, including any penalties and interest. The tax bill shall be paid to the County Treasurer and Tax Collector at such time and in such manner as prescribed by State law. The Director of Development Services or his/her designee may waive the fee, or any portion thereof, pursuant to Section 22.52.3510(B) of the County Planning Code, if it determines that the cancellation was caused by extenuating circumstances despite the good faith effort by Owners to comply with the provisions of this Agreement. Upon satisfaction of any such tax bill described above, the Director of Development Services shall execute a cancellation document at Owners' request. Owners are responsible for recordation of the cancellation document and any and all related recording fees.

Section 13. Indemnification. Owners shall indemnify, defend, and hold harmless the City and all of its boards, commissions, departments, agencies, agents and employees (individually and collectively, the "City") from and against any and all liabilities, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses incurred in connection with or arising in whole or in part from: (a) any accident, injury to or death of a person, loss of or damage to property occurring in or about the Property; (b) the use or occupancy of the

Property by Owners, their agents or invitees; (c) the condition of the Property; (d) any construction or other work undertaken by Owners on the Property; or (e) any claims by unit or interval Owners for property tax reductions in excess those provided for under this Agreement. This indemnification shall include, without limitation, reasonable fees for attorneys, consultants, and experts and related costs that may be incurred by the City and all indemnified parties specified in this Section and the City's cost of investigating any claim. In addition to Owners' obligation to indemnify City, Owners specifically acknowledge and agree that they have an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to Owners by City, and continues at all times thereafter. Owners' obligations under this Section shall survive termination of this Agreement.

Section 14. Binding on Successors and Assigns. The covenants, benefits, restrictions, and obligations contained in this Agreement shall be deemed to run with the land throughout its duration and shall be binding upon and inure to the benefit of all successors and assigns in interest of Owners.

Section 15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 16. Recordation. Within twenty (20) days from the date of execution of this Agreement, Owners shall cause this Agreement to be recorded with the Office of the Registrar Recorder of the County of Los Angeles. Following recordation, the Owners shall submit a certified copy of the recorded Agreement to the Department of Development Services. The City will provide an electronic version of the recorded Agreement to the County Assessor, unless the City informs Owners that the City is unable to perform that service. Owners are

responsible for any and all related recording and indexing fees.

Section 17. Amendments. This Agreement may be amended in whole or in part only by a written instrument executed by the parties hereto in the same manner as this Agreement and recorded pursuant to Section 16, above.

Section 18. No Implied Waiver. No failure by the City to insist on the strict performance of any obligation of Owners under this Agreement or to exercise any right, power, or remedy arising out of a breach hereof shall constitute a waiver of such breach or of the City's right to demand strict compliance with any terms of this Agreement.

Section 19. Authority. If Owners sign as a corporation, limited liability company, or a partnership, each of the persons executing this Agreement on behalf of Owners does hereby covenant and warrant that such entity is a duly authorized and existing entity, that such entity has and is qualified to do business in California, that Owners have full right and authority to enter into this Agreement, and that each and all of the persons signing on behalf of Owners are authorized to do so.

Section 20. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the City and Ownersv have executed this Agreement on the day and year written above.

\_\_\_\_\_, Owners

By: \_\_\_\_\_  
\_\_\_\_\_, Owner

By: \_\_\_\_\_

\_\_\_\_\_, Owner

*[Attach Notary Acknowledgments]*

**ACCEPTED BY THE CITY OF LONG BEACH:**

By: \_\_\_\_\_  
PATRICK H. WEST, City Manager

Approved as to form on \_\_\_\_\_, 20\_\_.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy City Attorney