

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement (the "Agreement") is made and entered into as of February 17, 2015 by and between DOWNTOWN LONG BEACH ASSOCIATES, a California corporation (the "DLBA"), and the CITY OF LONG BEACH, a municipal corporation (the "City") (collectively, the "Parties"), pursuant to a minute order adopted by the City Council of the City of Long Beach on January 7, 2014.

Recitals

A. City is currently engaged in the construction of a major public improvement project along Pine Avenue between Anaheim Street and Seaside Way, commonly known as the "Pine Avenue Improvement Project" (the "Project").

B. City has entered into Contract No. 33346 with All American Asphalt, a California corporation ("Contractor"), pursuant to which Contractor shall provide construction and related services to City in connection with the Project.

C. DLBA has determined that certain improvements included within the Project will benefit DLBA and its members, and in consideration thereof DLBA is willing to reimburse City for a portion of the costs of the Project on the terms and conditions contained herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants contained in this Agreement, the Parties hereby agree as follows:

1. In accordance with the terms and conditions set forth below, DLBA shall reimburse City for the actual costs incurred by City in connection with the construction or installation of the improvements set forth in Exhibit "A" attached hereto (the "Reimbursement Schedule"). The total reimbursement paid by DLBA to City hereunder shall not exceed Five Hundred Fifty Thousand Dollars (\$550,000). DLBA shall be obligated to reimburse City regardless of whether such improvements are constructed or installed by Contractor, City, or another entity.

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CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 2. It should be noted that the costs shown on the Reimbursement
2 Schedule are estimates only, and that the actual cost of certain improvements may be
3 higher or lower. If such costs are likely to be lower than the estimate contained in the
4 Reimbursement Schedule, City and DLBA may mutually agree upon additional
5 improvements. If such costs are likely to exceed the estimate contained in the
6 Reimbursement Schedule, City and DLBA shall work together to reduce and/or adjust
7 such improvements on the Reimbursement Schedule so that total costs will not exceed
8 the Reimbursement Amount, or DLBA shall agree, in its sole discretion, to increase the
9 Reimbursement Amount.

10 3. In addition to amendments to the Reimbursement Schedule
11 described in Section 2, DLBA and City may mutually agree to amend the Reimbursement
12 Schedule to reflect additions, deletions or substitutions of any of the individual items
13 shown on the Reimbursement Schedule.

14 4. City will maintain ultimate control over the Project; provided,
15 however, that the Parties shall conduct regular construction progress meetings in
16 accordance with a mutually agreed upon schedule. Nothing in this Agreement shall be
17 deemed to require City to approve any plan, proposal, suggestion, application or request
18 submitted by DLBA.

19 5. City agrees to provide DLBA with invoices for each segment (as
20 defined in the Reimbursement Schedule) together with reasonably detailed supporting
21 documentation. Payment shall be due upon ninety percent (90%) completion (as
22 reasonably determined by the Parties in attendance at a regularly scheduled construction
23 meeting) of each segment and otherwise in accordance with the Reimbursement
24 Schedule. DLBA shall remit payment to City no later than thirty (30) days after such
25 payment is due.

26 6. This Agreement shall commence on the date first referenced above
27 and shall terminate upon completion of the Project (the "Termination Date") unless
28 sooner terminated as provided below.

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1 7. Prior to the Termination Date, either of the Parties may terminate its
2 rights and obligations under this Agreement, with or without cause, upon sixty (60)
3 calendar days written notice given to the other. Upon termination of this Agreement, the
4 Parties' obligations under this Agreement shall terminate, except with respect to the
5 obligations of the Parties for time periods occurring prior to the Termination Date.

6 8. Unless otherwise provided herein, any notice, request, consent,
7 instruction or other document to be given hereunder by either of the Parties to the other
8 shall be in writing and delivered in person or by courier, telegraph, telex, facsimile
9 transmission (with confirmed receipt) or mailed first-class, postage prepaid, as follows:

10 If to DLBA: DLBA
11 100 W. Broadway, Suite 120
12 Long Beach, CA 90802
13 Attn: Mr. Kraig Kojian

14 If to City: City of Long Beach
15 Office of the City Manager
16 333 West Ocean Boulevard, 13th Floor
17 Long Beach, California 90802
18 Attn: Patrick H. West

19 Each such notice shall be effective on the date received and may be
20 delivered to such other place as either of the Parties may designate by written notice
21 given to the other.

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

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

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

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

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

IN WITNESS WHEREOF, the Parties have hereunto caused this Agreement to be executed and delivered, as of the date first appearing above, by their duly authorized offices.

CITY OF LONG BEACH,
a municipal corporation

Date: February 17, 2015

By: [Signature]
City Manager **Assistant City Manager**

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

DOWNTOWN LONG BEACH ASSOCIATES,
a California corporation

Date: JANUARY 13, 2015

By: [Signature]
Name: KRAG KOTIAN
Title: PRESIDENT/CEO

Approved as to form this 20th day of January, 2015.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy

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EXHIBIT "A"

[SEE ATTACHED]

EXHIBIT "A"

Pine Avenue Improvement Project: Downtown Long Beach Associates Reimbursement Schedule

Item Description	Segment 2 7th to 4th Street		Segment 3 4th St. to Broadway		Segment 4 Broadway to Ocean	
	Qty	\$ Amount	Qty	\$ Amount	Qty	\$ Amount
1 Removable Bollards (6th+7th St.)/(3rd+Broadway)/(Broadway+1st)	10	\$ 7,000	10	\$ 7,000	10	\$ 7,000
2 Concrete Planter Demo (w/Palms)	10	\$ 11,405	6	\$ 6,843	6	\$ 6,843
3 Planter Curb	720	\$ 27,360				
4 Street Furnishings: 25 Benches (w/3 seats); 33 Bike Racks, 34 Litter Receptacles*	39	\$ 38,505	30	\$ 29,619	21	\$ 20,733
5 36" Box Tree	20	\$ 13,500	13	\$ 8,775	9	\$ 6,075
6 Palms 25' BTH	12	\$ 54,780	6	\$ 27,390	4	\$ 18,260
7 5 Gal Shrub	434	\$ 9,114	222	\$ 4,662	148	\$ 3,108
8 15 Gal. Shrub	60	\$ 4,320	30	\$ 2,160	20	\$ 1,440
9 New Globe for Existing 24' Lights	48	\$ 14,400	32	\$ 9,600	16	\$ 4,800
10 Irrigation System (88.975% of total)**	2783.1	\$ 86,276	1480.5	\$ 45,896	979.6	\$ 30,368
11 GFI Receptacles 20A, 125 V	46	\$ 15,739	42	\$ 14,370	37	\$ 12,660
TOTAL Per Segment		\$ 282,399		\$ 156,315		\$ 111,286
TOTAL ALL SEGMENTS				\$ 550,000		

*Per Segment 2/3/4: Benches: 12/8/5; Bike Racks: 15/12/6; Litter Receptacles: 12/10/10

** A percentage was utilized in order to reach the total amount of \$550,000

Payment 1 - Due upon 90% completion of Segment 2 - estimated January 2015	\$165,000
Payment 2 - Due upon 90% completion of Segment 3 - estimated February 2015	\$165,000
Payment 3 - Due upon 90% completion of Segment 4 - estimated March 2015	\$165,000
Payment 4 - Due upon completion of entire project, excluding maintenance - estimated April 2015	\$55,000
TOTAL - All Payments	\$550,000