

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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AGREEMENT WITH BIXBY VILLAGE
HOMEOWNERS' ASSOCIATION REGARDING TRAFFIC ENFORCEMENT ON
PRIVATE STREETS IN BIXBY VILLAGE

34154

THIS AGREEMENT is made and entered, in duplicate, as of October 14, 2015, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on October 13, 2015, by and between the CITY OF LONG BEACH, a municipal corporation ("City"), and THE BIXBY VILLAGE HOMEOWNERS' ASSOCIATION ("HOA"), a California non-profit association, whose business address is 5951 Bixby Village Drive, Long Beach, California 90803.

WHEREAS, HOA owns and maintains private streets in the City of Long Beach, in the area known as Bixby Village; and

WHEREAS, Bixby Village is not a gated community and public access easements are in place for three streets in the community: North Greenway, South Greenway and Avenida De Castello (the "Site"); and

WHEREAS, public use of these three streets have given rise to a need for traffic enforcement; and

WHEREAS, HOA desires that the California Vehicle Code and any applicable traffic sections of the Long Beach Municipal Code be enforced on these private streets; and

WHEREAS, the City is willing to enforce both Codes in consideration of the public access rights and the desire to maintain uniform enforcement for HOA residents and the public;

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

1. ENFORCEMENT OF CODES. In consideration of HOA's public access rights, the City has obtained from the City Council a resolution which declares that

1 the provisions of the California Vehicle Code and any applicable traffic sections of the Long
2 Beach Municipal Code shall apply to the private streets on the Site. If adopted, provisions
3 relating to stopping, speeding and other traffic regulations will be enforced by the City's
4 Police Department, who will patrol the private streets on the Site with approximately the
5 same regularity as provided on public streets in the City. HOA shall not have any control
6 over the conduct or actions of City employees, including but not limited to members of the
7 City's Police Department, with respect to their performance under this Agreement.

8 2. TERM. This Agreement shall begin at midnight on February 1, 2016
9 and shall continue until terminated pursuant to the provisions of this Agreement. Either
10 party shall have the right to terminate all or any part of this Agreement for any reason or
11 no reason by giving thirty (30) days' prior written notice to the other party.

12 3. NOTICE. Any notice hereunder shall be in writing and personally
13 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed
14 to the City at 333 West Ocean Boulevard, Long Beach, CA 90802 Attn: City Manager and
15 to HOA at the address first stated above Attn: Jan Hall Zolin. Notice shall be deemed given
16 when given to the City Manager or to HOA on the date personal delivery is made or two
17 (2) business days after deposit in the mail, whichever first occurs. Notice of change of
18 address shall be given in the same manner as other notices.

19 4. INDEMNIFICATION OF CITY. HOA shall indemnify, defend and hold
20 the City, its Commissions and Boards, or their officials, employees, or agents harmless
21 from all liability, loss, damage, claims, demands, penalties, fines, proceedings, causes of
22 action, taxes, assessments, costs, and expenses (including attorney's fees and experts'
23 fees) arising from the enforcement activities contemplated by this Agreement. This
24 indemnity shall survive the expiration or revocation of this Agreement. The foregoing shall
25 not apply to claims or causes of action caused by the sole negligence or willful misconduct
26 of the City, its Commissions and Boards, or their officials, employees, or agents.

27 5. MISCELLANEOUS.

28 A. This Agreement constitutes the entire understanding between

1 the parties and supersedes all other agreements, oral or written, pertaining to the
2 subject matter herein. This Agreement shall not be construed against either party
3 as the drafter.

4 B. This Agreement shall not be amended, nor any provision or
5 breach hereof waived, except in writing signed by the authorized representatives of
6 the parties which expressly refers to this Agreement. The waiver of any breach of
7 this Agreement shall not constitute a waiver of any other or subsequent breach.

8 C. The various headings and numbers herein and the sequence
9 of provisions are for convenience only, shall not be considered a part hereof, and
10 shall have no bearing on the construction or interpretation hereof.

11 D. This Agreement shall be binding on and inure to the benefit of
12 the parties, their successors and assigns.

13 E. If suit is brought by either party hereunder, the parties agree
14 that trial of such suit shall be had in the courts of the Southern District of Los Angeles
15 County.

16 F. This Agreement shall be governed by and construed in
17 accordance with the laws of the State of California, except with respect to principles
18 of conflicts of laws which shall yield to the provisions of this Agreement.

19 G. A depiction of the private streets is attached hereto as Exhibit
20 "A" and incorporated herein by this reference.

21 H. This Agreement may be executed in any number of
22 counterparts.

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

THE BIXBY VILLAGE HOMEOWNERS' ASSOCIATION, a California non-profit association

January 19, 2016

By Jean Hall Zolin
Name JAN HALL ZOLIN
Title PRESIDENT

Jan 19, 2016

By Bob Bennett
Name Bob Bennett
Title Member @ Large

"HOA"

CITY OF LONG BEACH, a municipal corporation

Jan. 26, 2016

By TRILL
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" Assistant City Manager

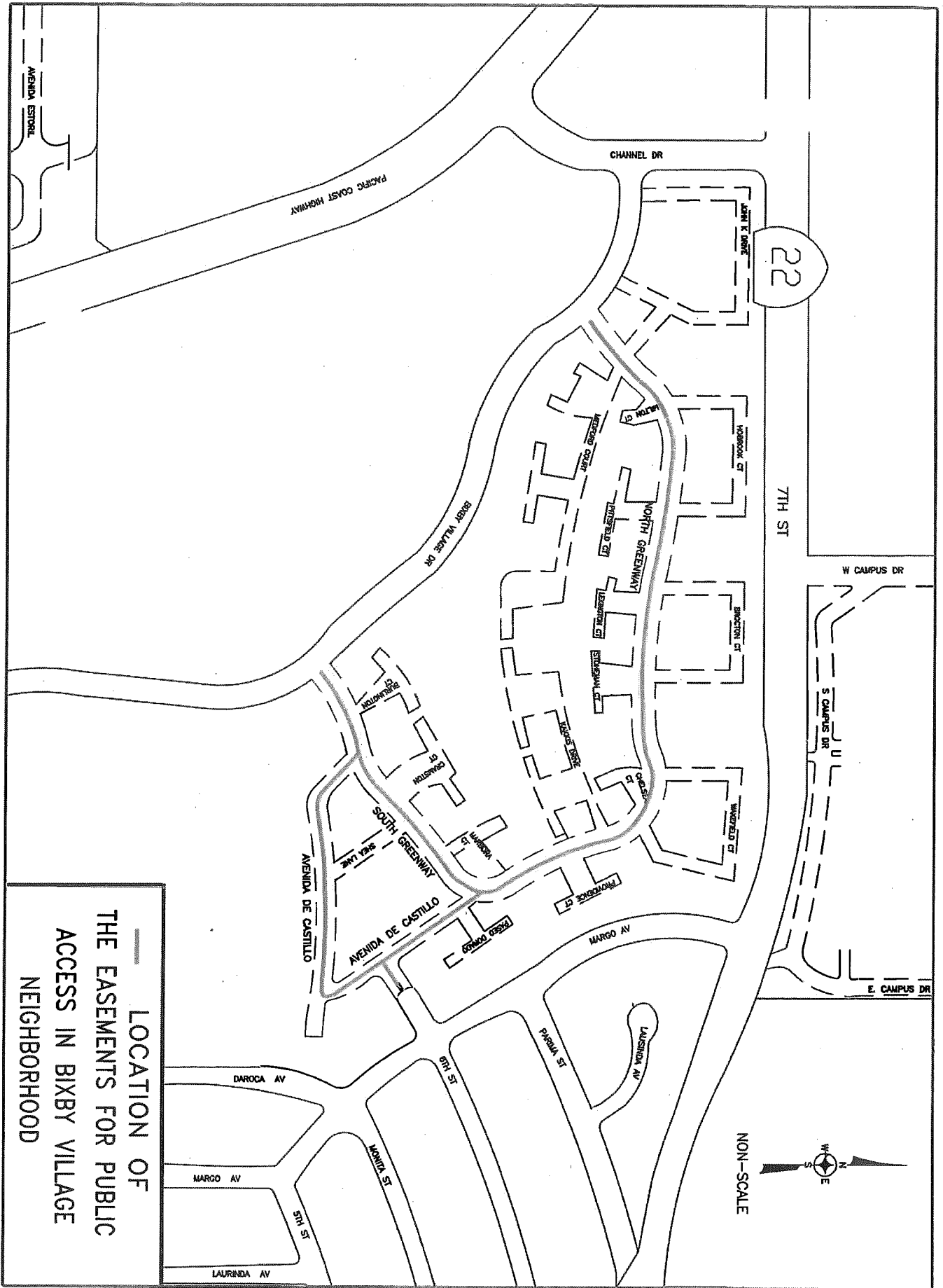
This Agreement is approved as to form on Jan. 19, 2016.

CHARLES PARKIN, City Attorney

By Angela
Deputy

EXHIBIT "A"

ATTACHMENT



— LOCATION OF THE EASEMENTS FOR PUBLIC ACCESS IN BIXBY VILLAGE NEIGHBORHOOD