

OFFICE OF THE CITY ATTORNEY
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FIRST AMENDMENT TO LEASE NO. 30190
30190

THIS FIRST AMENDMENT TO CONTRACT NO. 30190 is made and entered, in duplicate, as of December 1, 2008 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on December 9, 2008, by and between the City of Long Beach, a Municipal corporation ("Lessor") and the Association for Retarded Citizens-Long Beach, Inc., a California nonprofit corporation ("Lessee") and (collectively hereinafter referred to as the "Parties").

WHEREAS, on April 17, 2007, by minute order, the City Council of the City of Long Beach approved a contract between the City of Long Beach, a Municipal corporation ("Lessor") and the Association for Retarded Citizens-Long Beach, Inc., a California nonprofit corporation, and authorized the City Manager to execute the same. Pursuant to said authorization, the parties hereto executed an agreement for a term of five (5) years; and

WHEREAS, the parties now desire to amend the lease so as to modify the area of property being leased by Lessee.

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions in Lease No. 30190 and herein, the parties agree as follows:

1. Section one (1) of Lease No. 30190 is hereby amended in its entirety to read as follows:

"1. Leased Premises. Lessor hereby leases to Lessee and Lessee hereby accepts "as is" and leases from Lessor, approximately 4.27 acres of land commonly known as 4519 E. Stearns in the City of Long Beach, CA ("Premises") as shown on attachment 1. Lessee acknowledges that Lessor has not made any warranty, express or implied, regarding the condition of the Premises."

2. Section four (4) of Lease No. 30190 is hereby amended in its entirety to read as follows:

1 “4. Use. A. The Premises shall be used solely for the operation
2 and maintenance of a facility providing training for mentally retarded
3 persons and uses connected therewith with the exception of the use
4 specified by Section 4 (B and C).

5 B. During the Baseball Youth League season, the Long Beach
6 Little League (League), its members and affiliates shall have access to the
7 45 parking spaces in the rear parking lot, for parking purposes only
8 beginning January 7 through July 27, from 5:00 p.m. to 10:00 p.m. on
9 Monday through Friday and from 8:00 am to 9:00 p.m. on Saturday and
10 Sundays unless otherwise specified by Section 4(E). At no time shall any
11 other activities be conducted on the premises. The dates and times
12 specified above will be included in the Field Use Permit issued to the
13 League by the Department of Parks, Recreation and Marine.

14 C. During the Fall season, the Long Beach Little League, its
15 members and affiliates shall have access to the 45 parking spaces in the
16 rear parking lot, for parking purposes only, during the times and dates
17 specified on the City of Long Beach Facility Use Permit issued by the
18 Sports Office; the time frame is roughly between September 3 through
19 December 15. The Sports Office will forward a copy of the Facility Use
20 Permit to Lessee no later than August 25. At no time shall any other
21 activities be conducted on the Premises.

22 D. Such use shall be considered a privilege and is subject to
23 review by the Lessee and Lessor on an annual basis. Long Beach Little
24 League will be required to fulfill the obligations listed in Section 48 in order
25 to continue its receipt of this privilege. A breach of procedure may result
26 in the revocation of Section 4(B and C); loss of all parking privileges.

27 E. All functions sponsored by or affiliated with the Association
28 of Retarded Citizens-Long Beach, Inc., shall have priority access to the

1 parking lot at all times. Should an event be scheduled during the
2 League's permitted use, the Lessee shall notify the Director of the
3 Department of Parks, Recreation and Marine, seven (7) days prior to the
4 event, who shall then notify the Long Beach Little League. During these
5 events, the Long Beach Little League, its members and affiliates shall not
6 enter the premises.

7 F. Should the Long Beach Little League fail to honor Section
8 4(E), this shall be considered a breach of procedure and may result in
9 revocation of Section 4(B) and C); loss of all parking privileges.

10 G. Lessee shall notify the Director of Parks, Recreation and
11 Marine of any breach conducted by the Long Beach Little League. The
12 Department of Parks, Recreation and Marine shall address the concern
13 immediately and provide a response to Lessee within five (5) working
14 days."

15 3. Section forty-eight (48) is hereby added to Lease No. 30190 to read as
16 follows:

17 "48. Long Beach Little League (League) Obligations. The Long
18 Beach Little League, its members and affiliates shall comply with the
19 following obligations and provisions:

20 A. The League, its members and affiliates shall only have
21 access to the 45 parking spaces in the rear parking lot during the dates
22 and times specified in Section 4(B and C) and illustrated on Exhibit B.

23 B. All functions sponsored by or affiliated with the Association
24 of Retarded Citizens-Long Beach, Inc., shall have priority access to the
25 parking lot at all times. Should an event be scheduled during the
26 League's permitted use, the Lessee shall notify the Director of the
27 Department of Parks, Recreation and Marine, seven (7) days prior to the
28 event, who shall then notify the Long Beach Little League. During these

1 events, the Long Beach Little League, its members and affiliates shall not
2 enter the premises.

3 C. The League shall designate a person or persons responsible
4 for opening and closing the rear parking lot entry gates during the dates
5 and times specified in Sections 4 (B and C). The names of these
6 individuals shall be submitted to the Youth League Permit Coordinator,
7 who shall provide these individuals with the lock combination on January 6
8 and September 1.

9 D. Upon vacating the premises the League, its members and
10 affiliates shall remove all personal articles including trash from the
11 Premises. Use of the rear parking lot by the League shall not result in
12 additional maintenance or vandalism to the Lessee's property.

13 E. At no time shall the League, its members or affiliates have
14 access to any other part of the Leased Premises, this includes but is not
15 limited to the turf area and basketball courts.

16 F. Long Beach Little League shall execute a liability waiver and
17 release form, satisfactory to the ARC and the City of Long Beach, which
18 all of its members, participants and vendors shall sign prior to any use by
19 them of the Premises. Said form shall include the ARC and the City of
20 Long Beach as released parties. Executed copies of said forms shall be
21 provided to the ARC and the City of Long Beach prior to any use of the
22 Premises by such persons.

23 G. Long Beach Little League shall provide the ARC and the
24 City of Long Beach with the names and telephone numbers of persons to
25 contact in the case of an emergency, and with the name and address of
26 an authorized representative to contact in the case of any other notice or
27 communication.

28 H. Should the League fail to comply with the obligations listed

1 this may result in the revocation of Section 4(B and C).

2 I. Long Beach Little League shall obtain and maintain general
3 liability insurance and premises liability insurance covering any and all
4 activities arising out of, or related to their use of the Premises. Said
5 insurance policies shall name the ARC and the City of Long Beach as
6 additional insureds, and the insurer must agree in writing to provide
7 certificates of said insurance directly to the ARC and the City of Long
8 Beach, and to notify them in writing at least fifteen (15) days prior to any
9 cancellation of said insurance.

10 J. Long Beach Little League shall indemnify and hold the ARC
11 and the City of Long Beach harmless from any and all claims, liabilities,
12 damages, costs or expenses, including attorney's fees and court costs,
13 arising out of or related to any permitted or non-permitted use of the
14 Premises by Long Beach Little League, its members, participants,
15 invitees, guests or vendors.

16 K. Long Beach Little League waives and releases the ARC and
17 the City of Long Beach from any and all claims against them, their officers,
18 directors, employees, and agents, for any loss, theft or damage to its
19 equipment and to personal belongings of its members, participants,
20 invitees, guests or vendors, and for injury to or death of persons on or
21 about the Premises during or in any way connected with any activity of the
22 Long Beach Little League on the Premises, from any cause except to the
23 extent caused by the gross negligence or willful misconduct of the ARC
24 and the City of Long Beach.

25 L. In the event of any litigation or arbitration between Long
26 Beach Little League and either the ARC or the City of Long Beach, the
27 prevailing party shall be entitled to recover its reasonable attorney's fees."

28 4. Except as expressly amended herein, all of the terms, covenants,

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1 and conditions in Lease No. 30190 are ratified and confirmed and shall remain in full
2 force and effect.

3 IN WITNESS WHEREOF, the parties hereto have caused this First
4 Amendment to Lease No. 30190 to be duly executed with all the formalities required by
5 law on the respective dates set forth opposite their signatures.

6 ASSOCIATION FOR RETARDED CITIZENS-
7 LONG BEACH, INC., a California non-profit
8 corporation

9 January 21, 2009

By Harry A. Van Loon

HARRY A. VAN LOON
Type or Print Name

11 _____, 2009

By _____

12 _____
Type or Print Name

13 "Lessor"

14 CITY OF LONG BEACH, a municipal
15 corporation

16 2-3, 2009

By [Signature] Assistant City Manager
City Manager

18 "City"

EXECUTED IN ACCORDANCE
TO SECTION 501 OF
THE CITY CHARTER.

19 The foregoing First Amendment is hereby approved as to form on
20 January 27, 2009.

21 ROBERT E. SHANNON, City Attorney

22 By: [Signature]
23 Gary J. Anderson, Deputy

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Stearns St

Zandia Ave

De Ora Way

Stearns Park

Permitted Parking Area
Within Red Outline



Long Beach Little League Permitted Parking

0 20 40 60 80 Feet

