

OFFICE OF THE CITY ATTORNEY  
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LEASE  
**36396**

THIS LEASE is made and entered, in duplicate, as of May 25, 2021, for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting on May 4, 2021, by and between the CITY OF LONG BEACH, a municipal corporation (“Lessor”), and CONSERVATION CORPS OF LONG BEACH, a California nonprofit organization (“Lessee”), whose address is 340 Nieto Ave., Long Beach, CA 90814.

WHEREAS, Lessee is dedicated to training and educating youth by coupling State-accredited alternative high school curriculum with various conservation projects such as graffiti removal, habitat restoration, recycling, urban forestry, fire fuel reduction, invasive vegetation treatment, community garden development, and construction to provide marketable work skills while helping preserve and restore our local environment; and

WHEREAS, Lessee requires facilities from which to provide such programs;  
and

WHEREAS, Lessor desires to provide such facilities;

NOW, THEREFORE, Lessor and Lessee, in consideration of the mutual terms, covenants and conditions herein, agree as follows:

1. Lease. Lessor hereby leases to Lessee and Lessee hereby accepts “as is” and leases from Lessor the areas depicted on the following Exhibits, attached to this Lease and incorporated herein by reference, collectively referred to herein as the “Properties” or “Sites”:

A. Exhibit “A” - Willow Springs Park, 2750 Orange Avenue, Long Beach, California 90755; and

B. Exhibit “B” - Conservation Corps of Long Beach Offices, 340 Nieto Avenue, Long Beach, California 90803; and

C. Exhibit “C” - Deforest Environmental Stewardship Center at DeForest Park, 6255 DeForest Avenue, Long Beach, California 90805.

1 Lessee acknowledges that Lessee has not received and Lessor has not  
2 made any warranty, express or implied, as to the condition of the Properties or fitness for  
3 its intended or actual use.

4 2. Term. The term of this Lease shall commence on June 1, 2021, and  
5 shall end on May 31, 2041. Lessor shall have the option to renew for one (1) additional  
6 five-year term, at the discretion of the City Manager or designee.

7 3. Termination. Either party may terminate this Lease without cause by  
8 providing the other party with a sixty-(60) day prior written notice.

9 4. Use. Lessee's management, operation, and use.

10 A. Willow Springs Park, 2750 Orange Avenue, Long Beach,  
11 California 90755: Lessee is required to lay down area for harvested trees that are  
12 delivered to this Site, work area to mill and process harvested trees, mulch storage  
13 area in compliance with City's mulch program. In accordance with Section 9,  
14 Improvements, and upon receipt of advance approval from Director, Lessee may  
15 request to install portable office and restroom trailers, equipment storage area, and  
16 parking spaces for its use.

17 B. Conservation Corps of Long Beach Offices, 340 Nieto Avenue,  
18 Long Beach, California 90803: Lessee may use the approximate 10,961 square-foot  
19 building for general office purposes, community conference space, and provision of  
20 environmental, community and social services and development of conservation  
21 and education.

22 C. Deforest Environmental Stewardship Center at DeForest Park,  
23 6255 DeForest Avenue, Long Beach, California 90805: Lessee shall maintain the  
24 Center and restrooms, and conduct supplemental stewardship and restoration  
25 activities at DeForest Wetlands. The Deforest Environmental Stewardship Center  
26 shall offer community education about the environment and the local watershed,  
27 and will have office space and training areas for Lessee's use. Community rooms  
28 shall be open for the public use as a neighborhood meeting location.

1 D. Operating Hours. Lessee, its officers, directors, and members  
2 shall enter the Properties during Park hours, Monday-Sunday from dawn to dusk,  
3 or after the last Department-Lessee activity has ended. Should Lessee hold an  
4 event past normal Park hours, depending on the scope of the event, Lessee will pull  
5 a separate permit through the Department Reservation's Office or the City's Special  
6 Events and Filming Office, with a request that the fees be waived. Lessee shall  
7 abide by all City noise ordinances.

8 5. Rent. The lease will require payment of fair market rent; however, rent  
9 can be offset in consideration of the ongoing public benefit provided by the Lessee through  
10 the operation, programming, and maintenance of the following sites: Willow Springs Park  
11 Urban Wood Recovery and Utilization Program and DeForest Park Center. The value of  
12 public benefit provided by Lessee will be equal to, or greater than, the value of fair market  
13 value rent for each location. The Department does not waive any fees relating to the  
14 improvements or any additional programming for the Properties.

15 6. Emergency Health Orders. Use of space is contingent on the  
16 demonstrated ability of the Lessee to comply with COVID-19 and any other issued Health  
17 or Emergency orders.

18 7. Maintenance of Properties. Lessee, at all times, will provide the  
19 ordinary care and maintenance on the Properties. The Properties will be maintained by  
20 Lessee in a good state of repair and in a good, neat, orderly, and sanitary condition  
21 satisfactory to the Department and in conformity with all applicable laws and ordinances.  
22 Lessee will not be responsible for unforeseen catastrophic structural damages. The  
23 Department will not be obligated to make repairs, alterations, additions, or improvement in,  
24 to, on or adjoining the Properties. The Lessee will maintain the exterior perimeter of the  
25 Center, up to 25 feet outside their footprint, to include pressure washing and landscaping.

26 A. At Willow Springs Park, 2750 Orange Avenue: Lessee affirms  
27 that it will cover or cause to be covered, all ongoing costs for operation and  
28 maintenance of the 1.1-acre site. The site will not be used for discarding lumber and

1 must remain in an activated condition consistent with the use listed above. A 25-foot  
2 fence to curb perimeter will be maintained at this Site.

3 B. At Conservation Corps of Long Beach Offices, 340 Nieto  
4 Avenue: Lessee agrees to manage and maintain certain City-owned real property  
5 more particularly described in Exhibit "B". Lessee will have the right to license to,  
6 and/or authorize the use of, the Property by, third parties (including City) provided  
7 that such use otherwise complies with this Master Lease. Lessee acknowledges the  
8 City's current use of portions of the Property as a Council District field office, storage  
9 for City arts programs, and community conference space, and agrees that such uses  
10 will continue throughout the term of the Master Lease at no cost to the City.

11 C. At Deforest Environmental Stewardship Center at DeForest  
12 Park, 6255 DeForest Avenue: Lessee affirms to manage and maintain the  
13 Environmental Stewardship Center and programming. A 25-foot fence to curb  
14 perimeter will be maintained at this Site.

15 8. Restrooms. At the DeForest Park site, new public restrooms will be  
16 located at the Center that will be unlocked and locked by Lessee during its operating hours.  
17 Lessee, at all times, will provide the ordinary care and maintenance to the new restrooms  
18 at the Environmental Center. The Properties will be maintained by Lessee in a good state  
19 of repair and in a good, neat, orderly, and sanitary condition satisfactory to the Department  
20 and in conformity with all applicable laws and ordinances. The Department will not be  
21 obligated to make repairs, alterations, additions, or improvement in, to, on, or adjoining the  
22 Properties. Lessee will be responsible for daily custodial services and paper goods  
23 restocking required. Lessee is responsible for locking and unlocking the restroom during  
24 operating hours.

25 9. Improvements. Lessee must request advance written permission from  
26 the Director to add any improvements or make any modifications to the Properties.

27 A. All of Lessee's proposed plans for improvement shall be  
28 submitted to and receive the advance written approval of the Director. Before

1 commencing any work on the Properties, Lessee shall obtain and deliver to Lessor  
2 evidence of compliance with all applicable codes, ordinances, regulations, and  
3 requirements for permits. Lessee shall perform all work on the Properties in  
4 accordance with all applicable laws, regulations and ordinances, including but not  
5 limited to the Americans with Disabilities Act of 1990.

6 B. Lessee shall be responsible for payment of all permits,  
7 inspections and the like relating to the improvement of the Properties.

8 C. Lessor shall have no obligation to build, maintain, repair, or  
9 replace any improvements on the Properties, whether existing at the  
10 commencement of this Lease or subsequently added to the Properties.

11 D. Lessee shall keep the Properties free of any mechanic's,  
12 materialman's or similar lien for any work done, labor performed or material  
13 furnished by or for Lessee, and Lessee shall defend, indemnify and hold Lessor, its  
14 officials and employees harmless from and against all claims, liens, demands,  
15 causes of action, liability, loss, costs and expenses, of whatsoever kind or nature  
16 for any such work done, labor performed or materials furnished on the Properties or  
17 to the Lessee. In addition, if a lien is imposed on the Properties, Lessee shall notify  
18 Lessor, record a valid release of lien within thirty (30) days after the date of filing of  
19 said lien or deposit with Lessor cash in an amount equal to one hundred twenty-five  
20 percent (125%) of the amount of said lien and authorize payment to the extent of  
21 said deposit to any subsequent judgment holder with regard to said lien.

22 E. Lessee shall bear all costs and expenses incurred in  
23 improvements to the Properties.

24 F. Upon expiration or sooner termination of this Lease, all  
25 improvements to the Properties shall become the property of Lessor (at no cost to  
26 Lessor) unless Lessor requires Lessee to remove said improvements. If Lessor  
27 requires Lessee to remove said improvements, Lessee shall do so within sixty (60)  
28 days following the date of expiration or sooner termination.

1           10.    ADA Access. Lessee will be solely responsible for ensuring that the  
2 Properties and any improvements thereon comply with all applicable local, state, and  
3 federal laws relating to the Americans with Disabilities Act, at Lessee's sole cost and  
4 expense.

5           11.    Nondiscrimination. Subject to applicable laws, rules and regulations,  
6 Lessee shall not discriminate against any person or group on the basis of race, religion,  
7 national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status,  
8 handicap or disability with respect to the use of the site or the performance of its obligation  
9 under this lease.

10          12.    Force Majeure. If any party fails to perform its obligations because of  
11 strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or  
12 materials or reasonable substitutes for labor materials, governmental restrictions,  
13 governmental regulations, governmental controls, judicial orders, enemy or hostile  
14 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
15 beyond the reasonable control of the party obligated to perform, then that party's  
16 performance will be excused for a period equal to the period of such cause for failure to  
17 perform.

18          13.    Subsurface Use Restrictions. The parties agree that this Lease covers  
19 only the surface of the Properties and only so much of the subsurface as is reasonably  
20 necessary for Lessee's use of the Properties as permitted in this Lease. Lessee shall not  
21 drill any wells on the Properties.

22          14.    Construction of Work. Lessee will not undertake construction,  
23 alteration, or changes on or to the Properties without the prior written approval of the  
24 Department. Lessee will not begin work until Lessee has obtained all necessary  
25 government permits, environmental or regulatory agency written consent, and licenses.  
26 Lessee will give at least ten (10) days' notice to the Department prior to any  
27 commencement of approved work on the Properties. Lessee will keep the Properties free  
28 of any liens for any work done, labor performed, or material furnished by the Lessee.

1           15.   Utilities. Lessor shall pay for all gas, water, sewage, and electrical  
2 services used on the Properties, with the exception of 340 Nieto, where the City will pay  
3 for the water. Lessor shall in no manner be liable for any failure, inadequacy or defect in  
4 the supply of said services except for actual damage (excluding consequential damage)  
5 suffered by Lessee by reason of any such failure, inadequacy or defect caused by Lessor's  
6 negligence.

7           16.   Parking. Lessee understands that limited shared and public street  
8 parking is available at DeForest Park.

9           17.   Security. Lessee will be solely responsible for and pay for all  
10 maintenance and repairs due to any vandalism, graffiti, or damage to the Properties.  
11 Lessee must allow Lessor to place a lock on all entry gates to the Properties so that Lessor  
12 may easily enter the Properties in the event of an emergency.

13           18.   Vermin. Lessee must immediately remove fallen fruit from the ground,  
14 store extra wood in a manner to not provide housing, and maintain compost piles, among  
15 other measures to keep the Properties free from vermin.

16           19.   Easements. Lessee must arrange the Properties to not block any  
17 governmental agency from accessing their pipeline, storm drain, or equipment that may be  
18 located under the Properties.

19           20.   Laws and Other. Lessee, at its sole cost, shall comply with all laws,  
20 ordinances, rules and regulations of and obtain such permits, licenses, and certificates  
21 required by all federal, state and local governmental authorities having jurisdiction over the  
22 Properties and business thereon.

23           21.   Fingerprinting. Pursuant to Department policies regarding adult  
24 activity with children on Department property, Lessee will ensure that all of Lessee's  
25 members, teachers, and volunteers are fingerprinted through Live Scan as part of the  
26 background check process prior to teaching and/or interacting with children. Lessee will  
27 keep organized records of this information.

28           22.   Taxes. Lessee acknowledges that this Lease may create a

1 possessory interest subject to property taxation and that Lessee may be liable for payment  
2 of taxes levied on such interest. Lessee shall promptly pay, prior to delinquency, all taxes,  
3 assessments and other governmental fees that may be levied against the Properties, and  
4 any improvements or personal property located on the Properties and on any possessory  
5 interest created by this Lease, and provide proof of payment to Lessor on demand.

6           23. Bi-Annual Reports. Lessee will provide bi-annual reports to the  
7 Department no later than July 31st and January 31st, covering accomplishments and  
8 quantifying the public benefit for that six-month period.

9           24. Funding. All funding for the preparation of the Properties, and the  
10 amenities outlined above, equipment, utilities, programming, operation, and maintenance  
11 of the Properties will be provided by Lessee. The Department will not provide any funding,  
12 supplies, or staff support, other than review of proposed Property work and liaison for  
13 communication purposes, unless approved in advance and in writing by the Director.

14           25. Insurance. Lessee must purchase and maintain all applicable  
15 insurance and endorsements as required and approved by the Lessor's Risk Manager.  
16 Concurrent with the effective date of this Lease and in partial performance of Lessee's  
17 obligations hereunder, Lessee will procure and maintain the following insurance coverages  
18 at Lessee's sole expense for the duration of this Lease and any extensions, renewals, or  
19 holding over thereof, from insurance companies admitted to write insurance in the State of  
20 California or from authorized non-admitted insurers and that have a minimum rating of or  
21 equivalent to A:VIII by A.M. Best Company, or Lessee may self-insure by self-funding the  
22 following insurance obligation:

- 23                   (a) Commercial General Liability (equivalent in coverage scope to  
24 Insurance Services Offices, Inc. (ISO) form CG 00 01 11 85 or CG 00 01 11 88) in  
25 an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and  
26 Two Million Dollars (\$2,000,000.00) general aggregate. This insurance shall be  
27 endorsed to include the Greater Long Beach Workforce Development Board  
28 (GLBWDB), Lessor, and their respective officials, employees, and agents as



1 additional insureds by an endorsement equivalent in coverage scope to ISO form  
2 CG 20 26 11 85.

3 (b) "All Risk" property insurance in an amount sufficient to cover the  
4 full replacement value of Lessee's personal property, equipment, and  
5 improvements, if any, on the Premises.

6 (c) Workers' Compensation as required by the State of California and  
7 employer's liability insurance in an amount not less than One Million Dollars  
8 (\$1,000,000.00) per accident. The policy shall be endorsed to waive the insurer's  
9 rights of subrogation against the Lessor, its officials, employees, and agents.

10 Lessee hereby waives all rights of subrogation, but only to the extent that  
11 collectible commercial insurance is available for said damage.

12 All insurance required hereunder shall be separately endorsed to require at  
13 least thirty (30) days' prior written notice of cancellation ten (10) days if cancellation is for  
14 nonpayment of premium), nonrenewable, or reduction in coverage or limits (other than  
15 exhaustion of limits due to claims paid) and to provide that coverage shall be primary and  
16 not contributing to any other insurance or self-insurance maintained by the GLBWDB, the  
17 Lessor or its officials, employees, and agents. Any self-insurance program, self-insured  
18 retention or deductible shall protect the GLBWDB, the Lessor and its officials, employees,  
19 and agents in the same manner and to the same extent as they would have been protected  
20 had the policy or policies not contained such retention or deductible provisions.

21 Lessee shall require its contractors and subcontractors to maintain the  
22 insurance required hereunder unless otherwise agreed in writing by Lessor's Risk Manager  
23 or designee.

24 Upon the execution of this Lease, Lessee shall deliver to Lessor certificates  
25 of insurance and the required endorsements evidencing the coverage required by this  
26 Lease, or "Certificate of Self Funding of Insurance Obligation". Lessee shall also provide  
27 certificates and endorsements of any of Lessee's contractors and subcontractors, for  
28 approval as to sufficiency and form. The certificates and endorsements for each insurance

1 policy shall contain the original signatures of persons authorized by that insurer to bind  
2 coverage on its behalf. Lessee shall provide Lessor with copies of certificates of insurance  
3 and endorsements for renewal policies within thirty (30) days of policy expiration. Lessor  
4 reserves the right to require complete certified copies of all said insurance policies at any  
5 time.

6           Such insurances as required herein shall not be deemed to limit Lessee's  
7 liability relating to performance under this Lease. The procuring of insurance shall not be  
8 construed as a limitation on liability or as full performance of the indemnification and hold  
9 harmless provisions of this Lease.

10           Any modification or waiver of the insurance requirements herein shall be  
11 made only with the written approval of Lessor's Risk Manager or designee.

12           26. Relocation. Lessee agrees that nothing contained in this Lease shall  
13 create any right in Lessee for any relocation assistance or payment pursuant to the  
14 provisions of Title 1, Division 7, Chapter 16 of the California Government Code from Lessor  
15 on the expiration or termination of this Lease.

16           27. Notice. Any notice required hereunder shall be in writing and  
17 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to  
18 Lessor at 411 W. Ocean Blvd., Long Beach, California 90802 Attn: City Manager, and to  
19 the Lessee at 340 Nieto Avenue, Long Beach, California 90814. Notice shall be deemed  
20 effective on the date of mailing or on the date personal delivery is obtained, whichever  
21 occurs first. Change of address shall be given as provided herein for notices.

22           28. Hazardous Materials. Lessee shall not cause or permit any hazardous  
23 or toxic material to be brought on, treated, kept, used, stored, disposed of, discharged,  
24 released, produced or generated in, on, under or about the Properties by Lessee, its  
25 members, employees, contractors, Lessees, assignees or invitees. Lessee shall comply  
26 with California Health and Safety Code Section 25359.7 or its successor statute regarding  
27 notice to Lessor on discovery by Lessee of the presence or suspected presence of any  
28 hazardous materials on the Properties.

1           29.   Indemnity. Lessee shall defend, indemnify and hold Lessor, its  
2 officials, employees and agents harmless from all claims, demands, damages, causes of  
3 action, losses, liability, costs, or expenses, of any kind or nature whatsoever (collectively  
4 referred to in this Section and Section 16 as "claims") arising from the occupancy, use, or  
5 misuse of the Properties by Lessee, Lessee's members, employees, agents, subtenants,  
6 licensees, patrons, concessionaires, or visitors, or any breach of this Lease, from the  
7 condition of the Properties, the alleged negligent acts or omissions of Lessee, Lessee's  
8 employees or agents, or any breach or default in the performance of any obligations on  
9 Lessee's part to be performed under this Lease.

10           30.   Assignment. Lessee shall not assign or transfer this Lease or any  
11 interest herein, nor Lease the Properties or any part thereof (collectively referred to as  
12 "transfer"). Lessee shall not grant any franchises, easements, rights of way, or permits in,  
13 on, or across the Properties. In the event of transfer without the prior written consent of  
14 Lessor, such transfer shall be voidable at Lessor's election and, if voided by Lessor, shall  
15 convey no interest. Any transfer without Lessor's prior written consent shall constitute a  
16 default of this Lease.

17           31.   Captions and Organization. The various headings and numbers  
18 herein and the grouping of the provisions of this Lease into separate Sections, paragraphs  
19 and clauses are for convenience only and shall not be considered a part hereof, and shall  
20 have no effect on the construction or interpretation of this Lease.

21           32.   Joint Effort. This Lease is created as a joint effort between the parties,  
22 is fully negotiated as to its terms, covenants and conditions, and no provision shall be  
23 construed against either party as the drafter.

24           33.   Waiver of Rights. The failure or delay of Lessor to insist on strict  
25 enforcement of any term, covenant, or condition herein shall not be deemed a waiver of  
26 any right or remedy that Lessor may have and shall not be deemed a waiver of any  
27 subsequent or other breach of any term, covenant, or condition herein. The receipt and  
28 acceptance by Lessor of delinquent rent shall not constitute a waiver of any other default

1 but shall only constitute a waiver of timely payment for the rent payment involved. Any  
2 waiver by Lessor of any default or breach shall be in writing. Lessor's consent to or  
3 approval of any act by Lessee requiring Lessor's consent or approval shall not be deemed  
4 to waive Lessor's consent or approval of any subsequent act of Lessee.

5 34. Partial Invalidity. If any term, covenant, or condition of this Lease is  
6 held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder  
7 of the provisions hereof shall remain in full force and effect and shall in no way be affected,  
8 impaired or invalidated thereby.

9 35. Successors in Interest. This Lease shall be binding on and inure to  
10 the benefit of the parties and their successors, heirs, personal representatives and  
11 approved transferees, and all parties hereto shall be jointly and severally liable hereunder.

12 36. Lessor's Right to Re-Enter. Lessee shall peaceably deliver  
13 possession of the Properties to Lessor on the effective date of termination of this Lease.  
14 On giving notice of termination to Lessee, Lessor shall have the right to re-enter and take  
15 possession of the Properties on the effective date of termination without further notice of  
16 any kind and without institution of summary or regular legal proceedings. Termination of  
17 the Lease and re-entry of the Properties by Lessor shall in no way alter or diminish any  
18 obligation of Lessee under the Lease and shall not constitute an acceptance or surrender.  
19 Lessee waives any and all right of redemption under any existing or future law in the event  
20 of eviction from the Properties and in the event Lessor re-enters and takes possession,  
21 Lessee agrees that should the manner or method used by Lessor in re-entering or taking  
22 possession give Lessee a cause of action for damages or in forcible entry and detainer,  
23 the total amount of damages to which Lessee shall be entitled in any such action shall be  
24 One Dollar (\$1.00). Lessee agrees that this Section may be filed in any such action and  
25 that, when filed, it shall be a stipulation by Lessee fixing the total damages to which Lessee  
26 is entitled in such action.

27 37. Time. Time is of the essence in this Lease, and every provision  
28 hereof.

1           38.    Waiver of Claims. Lessor shall not be liable for and Lessee hereby  
2 waives all claims against Lessor, its officials, employees and agents for loss, theft, or  
3 damage to equipment, furniture, trade fixtures, records, plants and other property on or  
4 about the Properties, or injury to or death of persons on or about the Properties from any  
5 cause except to the extent caused by the gross negligence or willful misconduct of Lessor.

6           39.    Default. If Lessee does not comply with any term, covenant, or  
7 condition of this Lease, whether material or not, and Lessee's failure to comply is not cured  
8 within ten (10) days after Lessor notifies Lessee of such failure, then Lessor may terminate  
9 this Lease by giving to Lessee notice of termination, and Lessee shall immediately  
10 surrender possession of the Properties.

11           40.    Right of Entry. Lessor shall have the right of access to the Properties  
12 at all reasonable times and, in the case of emergency, at any time, and if Lessee is not  
13 present to give access in emergencies, then Lessor may forcibly enter and such entry shall  
14 not in any way be construed or deemed a forcible or unlawful entry. Lessee shall not be  
15 entitled to compensation for any inconvenience, nuisance or discomfort occasioned by  
16 Lessor's entry.

17           41.    Integration and Amendments. This Lease represents and constitutes  
18 the entire understanding between the parties and supersedes all other agreements and  
19 communications between the parties, oral or written, concerning the subject matter herein.  
20 This Lease shall not be modified except in writing duly signed by the parties and referring  
21 to this Lease.

22           42.    Recordation. This Lease shall not be recorded.

23           43.    Signs. Lessee shall not place, affix, maintain, or permit any sign,  
24 advertisement, name, insignia, logo, descriptive material or similar item (collectively "sign")  
25 on the Properties without the prior written approval of Lessor. Any sign so approved shall  
26 be maintained by Lessee, at its cost, in good condition. Any sign not approved by Lessor  
27 may be removed by Lessor at Lessee's cost. The cost of removal shall be additional rent.

28           44.    Governing Law. The Lease shall be governed by and construed in

1 accordance with the laws of the State of California.

2 45. Condemnation.

3 A. The whole of the Properties or improvements is taken by right  
4 of eminent domain or otherwise for any public or quasi public use, then when  
5 possession is taken thereunder by the condemnor or when Lessee is deprived of  
6 practical use of the Properties or improvements, whichever date is earlier, this Lease  
7 shall terminate. If there is a partial taking so that the remaining portion of the  
8 Properties or improvements cannot be restored to that which existed prior to the  
9 taking, then this Lease shall, at Lessee's option, terminate as of the time when  
10 possession was taken by the condemnor or when Lessee was deprived of practical  
11 use of the Properties, whichever date is earlier.

12 B. If there is a taking by right of eminent domain, the rights and  
13 obligations of the parties with reference to the award and the distribution thereof  
14 shall be determined in accordance with this Section. The award shall belong to and  
15 be paid to Lessor.

16 46. Abandoned Properties. If Lessee abandons the Properties or is  
17 dispossessed by operation of law or otherwise, title to any personal property (including but  
18 not limited to garden products) belonging to Lessee and left on the Properties forty-five  
19 (45) days after such abandonment or dispossession shall be deemed to have been  
20 transferred to Lessor. Lessor shall thereafter have the right to remove and to dispose of  
21 said property without liability to Lessee or to any person claiming under Lessee, and shall  
22 have no duty to account therefore. Lessee hereby names Lessor's City Manager as  
23 Lessee's attorney in fact to execute and deliver such documents or instruments as may be  
24 reasonably required to dispose of such abandoned property and transfer title thereto.

25 47. Department Liaisons and Communication. Lessee will designate a  
26 Department Liaison through which Lessee will communicate.

27 48. Publicity and Social Media. Where possible, Lessor will assist Lessee,  
28 with the promotion and marketing of activities and events at the Properties. The

1 Department and Lessee, will not use the other party's name, marks, or logos in any  
2 advertising, promotional material, press release, publication, public announcements, or  
3 through other media, whether written or oral, without the prior written consent of the other  
4 party. Additionally, no one affiliated, staff or volunteer, with any parties to this Lease will  
5 engage in negative verbal behavior or written posting toward another party on social media  
6 or other online or public venues or make negative, defamatory, or inciting remarks about  
7 another party. The Department and Lessee, will jointly review any perceived negative  
8 behavior and/or written posting to come to a mutually agreeable resolution. If the violation  
9 cannot be resolved in an agreeable manner, then the violation may be grounds for  
10 termination of the Lease. The Department reserves the right to determine, at its sole  
11 discretion, what is negative verbal or written posting behavior.

12           49. Grant Approval Process. Prior to submitting a grant application,  
13 Lessee, will send a written notification of the grant opportunity to the Department at least  
14 two (2) weeks prior to the grant deadline to seek written permission to apply for funding.  
15 The Department will review the request, the grant criteria, and consider other Department  
16 programming and facilities seeking funding. Lessor reserves the right to deny the request  
17 if the grant performance measures are not financially or operationally feasible or  
18 unreasonably burdensome for any other reason or violates Lessor's policies of obligation  
19 to fulfill grant requirements without City Council approval.

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28 ///

1 IN WITNESS WHEREOF, the parties have executed this Lease with all  
2 formalities required by law as of the date first written above.

3 CONSERVATION CORPS OF LONG BEACH,  
4 a California non-profit corporation

5 August 31, 2022

6 By: [Signature]  
7 Name: DAN KNAPP  
8 Title: EXECUTIVE DIRECTOR/CEO

9 August 31, 2022

10 By: [Signature]  
11 Name: THERESA MARINO  
12 Title: BOARD CHAIR

13 "Lessee"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 September 29, 2022

17 By: [Signature]  
18 City Manager

19 "Lessor"

20 EXECUTED PURS  
21 TO SECTION 301 OF  
22 THE CITY CHARTER.

23 This Lease is approved as to form on September 13th, 2022.

24 CHARLES PARKIN, City Attorney

25 By: [Signature]  
26 Deputy

27 OFFICE OF THE CITY ATTORNEY  
28 CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664