



## Legislation Text

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**File #:** 21-0383, **Version:** 1

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Recommendation to authorize City Manager, or designee, to terminate Management Agreement No. 3557, effective June 1, 2021, with Conservation Corps of Long Beach, for the management and operation of 340 Nieto Avenue, and execute all documents necessary to enter into a Master Lease with the Conservation Corps of Long Beach, a nonprofit public benefit corporation, for the operation and maintenance of (1) Willow Springs Park Urban Wood Recovery and Utilization Program at 2750 Orange Avenue; (2) the building at 340 Nieto Avenue; and, (3) DeForest Park Environmental Stewardship Center at 6255 DeForest Avenue, from June 1, 2021 through May 31, 2041, with one five-year option to renew, at the discretion of the City Manager. (Districts 3,7,9)

Established in 1987, Conservation Corps of Long Beach (CCLB) is one of 13 State-Certified Community Conservation Corps programs in California that train and educate 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. CCLB has partnered with the Parks, Recreation and Marine Department (Department) to occupy several Long Beach park sites where they offer a variety of programs including (1) the Urban Wood Recovery and Utilization Program at Willow Springs Park at 2750 Orange Avenue (Attachment A); (2) CCLB offices with indoor training and programming at 340 Nieto Avenue (Attachment B); and, (3) the soon-to-be constructed DeForest Environmental Stewardship Center at DeForest Park at 6255 DeForest Avenue (Attachment C).

The use of each of these sites by CCLB has necessitated approval from the Parks and Recreation Commission (Commission) and City Council, with the most recent action being the approval of a right-of-entry permit to allow for the design and construction of the DeForest Environmental Stewardship Center, which was presented to the Commission on July 16, 2020, and approved by the City Council in October 2020. This right-of-entry permit allowed CCLB to begin their construction with the anticipation that the Department would enter into a long-term lease with CCLB.

When one community partner has individual leases for operations and programming at multiple parks sites, it can create a significant workload for staff and can make compliance challenging for the partner. With the third proposed site by CCLB, the Department has an opportunity to streamline the lease process to effectively manage a single partner/operator who operates a series of City/Park locations, reduce staff time needed to manage individual leases, and consolidate terms and insurance to most effectively track compliance. The Department is transitioning individual leases and permits with the same partner/operator into

Master Lease agreements, and given the multiple CCLB locations, a Master Lease is proposed for this nonprofit operator. To facilitate a Master Lease, CCLB has agreed to roll over the terms of the existing right-of-entry permit (P-00229) and Management Agreement (3557). This Master Lease will also include the operation and maintenance of the DeForest Park Center. This action will terminate CCLB's existing right-of-entry permit at Willow Springs Park (P-00229) and Management Agreement at 340 Nieto Avenue (35577). Under the Master Lease, CCLB will continue to process wood from dead and dying trees harvested from streets, parks, and along the Los Angeles River in Long Beach, then milling and repurposing the wood into wood products and byproducts that can be used in parks and in industries at Willow Springs Park. Secondly, CCLB will remain at 340 Nieto Avenue and use the space for office, programming, and as a training site. Lastly, the Center at DeForest Park will serve as the base of operation for work along the Lower Los Angeles River as well as with stewardship activities at DeForest Wetlands.

On March 18, 2021, the Commission recommended to the City Manager the approval of the new Master Lease for all three sites that CCLB is located. City Council action is now requested to authorize the termination of Management Agreement No. 3557 and enter into a new Master Lease to allow CCLB to operate and maintain (1) Willow Springs Park Urban Wood Recovery and Utilization Program at 2750 Orange Avenue; (2) the building at 340 Nieto Avenue; and, (3) DeForest Park Environmental Stewardship Center at 6255 DeForest Avenue. The proposed lease will contain the following terms and conditions:

- Lessee: Conservation Corps of Long Beach (CCLB), a nonprofit public benefit corporation.
- Properties:
  - o 2750 Orange Avenue, Long Beach, CA 90755, Willow Springs Park;
  - o 340 Nieto Avenue, Long Beach, CA 90814; and,
  - o 6255 DeForest Avenue, Long Beach, CA 90805, DeForest Park
- Use: To authorize the use of City-owned property at:
  - o Willow Springs Park, 2750 Orange Avenue: CCLB will operate and maintain the Urban Wood Recovery and Utilization Program as outlined in the CCLB Site Plan.
    - § Lay down area for harvested trees that are delivered to the site;
    - § Work area to mill and process harvested trees;
    - § Mulch storage area for the City's Mulch Program;
    - § Portable office trailer, portable restroom trailer, equipment storage area, and parking spaces for staff, CCLB vehicles, and visitors;
    - § Perimeter fencing and security elements necessary for protection of site and equipment;
    - § Portable restroom structures needed for the expected site occupancy; and,
    - § Public area for education programs and interpretation.

- o 340 Nieto Avenue: CCLB will operate and maintain the building at 340 Nieto Avenue, an approximate 10,961-square-foot building. The property will be used for general office purposes, community conference space, and provision of environmental, community, and social services and development for at-risk youth through, services, conservation, and education.
- o DeForest Park, 6255 DeForest Avenue: CCLB will operate and maintain the Center and restrooms and conduct supplemental stewardship and restoration activities in the DeForest Wetlands. The Center will offer community education about the environment and local watershed and will have office space and training areas for CCLB and community rooms open for public use as a neighborhood meeting location.

These three sites are collectively referred to as “Properties” herein.

- Term: 20 years.
- Renewal Options: One, 5-year option, at the discretion of the Director.
- Rent: The contract will require payment of fair market rent; however, rent can be offset in consideration of the ongoing public benefit provided by the Lessee through the operation, programming, and maintenance of the following sites: Willow Springs Park Urban Wood Recovery and Utilization Program and DeForest Park Center. The value of public benefit provided by CCLB will be equal to, or greater than, the value of fair market value rent for each location. The Department does not waive any fees relating to the improvements or any additional programming for the Properties.
- Hours of Operations: CCLB will have the option to operate during Park hours, Monday -Sunday from dawn to dusk, or after the last Department-Lessee activity has ended. Should CCLB hold an event past normal Parks hours, depending on the scope of the event, CCLB will pull a separate permit through the Department Reservation’s Office or the City’s Special Events and Filming Office, with a request that the fees be waived.
- Emergency Health Orders: Use of space is contingent on the demonstrated ability of the Lessee to comply with COVID-19 and any other issued Health or Emergency orders.
- Maintenance of Properties: Lessee, at all times, will provide the ordinary care and maintenance on the Properties. The Properties will be maintained by Lessee in a good state of repair and in a good, neat, orderly, and sanitary condition satisfactory to the Department and in conformity with all applicable laws and ordinances. CCLB will not be responsible for unforeseen catastrophic structural damages. The Department will not be obligated to make repairs, alterations, additions, or improvement in, to, on, or adjoining the Properties. The Lessee will maintain the exterior perimeter of the Center, up to 25 feet outside their footprint, to include pressure washing and landscaping.

At Willow Springs, CCLB affirms that it will cover or cause to be covered, all ongoing costs for operation and maintenance of the 1.1-acre site. The site will not be used for discarding lumber and must remain in an activated condition consistent with the use listed above.

At 340 Nieto Avenue, CCLB agrees to manage and maintain certain City-owned real property more particularly described in Attachment B. CCLB will have the right to license to, and/or authorize the use of, the Property by, third parties (including the City) provided that such use otherwise complies with this Master Lease. CCLB acknowledges the City's current use of portions of the Property as a Council District field office, storage for City arts programs, and community conference space, and agrees that such uses will continue throughout the term of the Master Lease at no cost to the City.

At 6255 DeForest Avenue, CCLB affirms to manage and maintain the Environmental Stewardship Center and programming.

- Restrooms: At the DeForest Park location, new public restrooms will be located at the Center that will be unlocked and locked by CCLB during CCLB operating hours. Lessee, at all times, will provide the ordinary care and maintenance to the new restrooms at the Environmental Center. The Properties will be maintained by Lessee in a good state of repair and in a good, neat, orderly, and sanitary condition satisfactory to the Department and in conformity with all applicable laws and ordinances. The Department will not be obligated to make repairs, alterations, additions, or improvement in, to, on, or adjoining the Properties. Lessee will be responsible for daily custodial services and paper goods restocking as required. Lessee is responsible for locking and unlocking the restroom during operation hours.
- Laws and Other: Lessee will apply, pay for, and follow all applicable local, regional, state and federal laws, codes, regulations, requirements, and health orders necessary to manage and operate the Properties.
- Fingerprinting: Pursuant to Department policies regarding adult activity with children on Department property, Lessee will ensure that all Lessee's members, teachers, and volunteers are fingerprinted through Live Scan as a part of the background check process prior to teaching and/or interacting with children. Lessee will keep organized records of this information.
- ADA Access: Lessee will be solely responsible for ensuring the Properties, and any improvements thereon, comply with all applicable local, state and/or federal laws pursuant to the Americans with Disabilities Act, at Lessee's sole cost and expense.
- Nondiscrimination: Subject to applicable laws, rules, and regulations, CCLB will not discriminate against any person or group on the basis of race, religion, national origin, color, age, gender, sexual orientation, gender identify, AIDS, HIV status, handicap, or

disability with respect to the use of the site or the performance of its obligation under this lease.

- Bi-Annual Reports: Lessee will provide bi-annual reports to the Department no later than July 31st and January 31st, covering accomplishments and quantifying the public benefit for that six-month period.
- Construction of Work: Lessee will not undertake construction, alteration, or changes on or to the Properties without the prior written approval of the Department. Lessee will not begin work until Lessee has obtained all necessary governmental permits, environmental or regulatory agency written consent, and licenses. Lessee will give at least 10 days' notice to the Department prior to any commencement of approved work on the Properties. Lessee will keep the Properties free of any liens for any work done, labor performed, or material furnished by the Lessee.
- Utilities: The Lessee will pay for all gas, water, sewage, electrical, and refuse services used on the Properties.
- Funding: All funding for the preparation of the Properties, and the amenities outlined above, equipment, utilities, programming, operation, and maintenance of the Properties will be provided by CCLB. The Department will not provide any funding, supplies, or staff support, other than review of proposed Property work and liaison for communication purposes, unless approved in advance and in writing by the Director.
- Insurance: Lessee will purchase and maintain all applicable insurance and endorsements, as required and approved by the City's Risk Manager.
- Department Liaisons and Communication: Lessee will designate a Department liaison through which Lessee will communicate.
- Publicity and Social Media: Where possible, the Department will assist CCLB with the promotion and marketing of activities and events. The Department and CCLB will not use the other party's name, marks or logos in any advertising, promotional material, press release, publication, public announcements, or through other media, whether written or oral, without the prior written consent of the other party. Additionally, no one affiliated, staff or volunteer, with any parties in this Lease will engage in negative verbal behavior or written posting towards another party on social media or other online or public venues or make negative, defamatory or inciting remarks about another party. The Department and CCLB will jointly review any perceived negative behavior and/or written posting and come to a mutually-agreeable resolution. If the violation cannot be resolved in an agreeable manner, then the violation may be grounds for termination of the Lease. The Department reserves the right to determine, at its sole discretion, what is negative verbal or written posting behavior.

- Grant Approval Process: Prior to submitting a grant application, CCLB will send a written notification of the grant opportunity to the Department at least two weeks prior to the grant deadline to seek written permission to apply for funding. The Department will review the request, the grant criteria, and consider other Department programming and facilities seeking funding. The City reserves the right to deny the request if the grant performance measures are not financially or operationally feasible or unreasonably burdensome for any other reason or violates City policies of obligation to fulfill grant requirements without City Council approval.
- Termination: Either party may terminate the lease with 60 days' written notice following the completion of the construction of the Center.

The matter was reviewed by Deputy City Attorney Arturo D. Sanchez on April 13, 2021 and by Revenue Management Officer Geraldine Alejo on April 17, 2021.

City Council action is requested on May 4, 2021, to enter into the new Master Lease prior to the start of construction on the DeForest Environmental Stewardship Center, which was the timeline communicated to the City Council in the approval for the right-of-entry permit in October 2020.

The Master Lease Agreement includes the consolidation of two existing leases with the Conservation Corps of Long Beach (CCLB) for 340 Nieto Avenue and Willow Springs, and adds CCLB's use for the DeForest Environmental Stewardship Center. In lieu of rental fees, CCLB will be responsible for operating and maintenance costs for all sites for the duration of the Master Lease Agreement. This recommendation has no staffing impacts beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. The recommendation is expected to have a positive impact on jobs.

Approve recommendation.

[Enter Body Here]

BRENT DENNIS  
DIRECTOR  
PARKS, RECREATION AND MARINE

APPROVED:

THOMAS B. MODICA  
CITY MANAGER