

LEASE
36211

This Lease is made as of February 4, 2022, between CAMP FIRE ANGELES, a nonprofit corporation (“Lessee”), and the CITY OF LONG BEACH, a municipal corporation (“Lessor” or “City”), pursuant to a minute order adopted by the Long Beach City Council on January 18, 2022.

1. PREMISES. Lessor leases to Lessee and Lessee leases from Lessor that certain real property (“Property”) and improvements currently or hereafter located thereon (“Improvements”, and together with the Property, the “Premises”) in the City of Long Beach, County of Los Angeles, State of California, commonly known as DeForest Park Community Center and Discovery Trails, located at 6255 DeForest Avenue, Long Beach, California 90805 and more particularly shown on Exhibit “A” attached hereto and incorporated herein.

2. TERM. The term of this Lease shall be twenty (20) years commencing on June 1, 2021, and ending at midnight on May 31, 2041 (“Term”). The term may be extended for one (1) additional ten-year term, at the discretion of the City Manager. Lessee shall have the right, at any time during the Term, to terminate this Lease upon at least thirty (30) days advance written notice to Lessor and without obligation to pay any termination fee.

3. USES.
A. Lessee shall use the Premises, including DeForest Park Community Center and Discovery Trails located at the north end of DeForest Park, for the express purpose of providing ongoing free and fee-based youth programs during out-of-school times, and related classes, workshops, day camp and overnight experiences, and service projects for and by teen leaders, volunteers, families, community members and staff. Lessee shall not use the Premises for any other use without the prior written consent of Lessor, which may be withheld in its sole and absolute discretion. Nothing in this Lease shall prohibit Lessee from granting “temporary” use of the premises or a part thereof,

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

1 from time to time, for special events, in areas of DeForest Park which are shared use
2 outside of regularly scheduled Camp Fire program or event times and have been
3 arranged through the Lessor's permitting procedures . "Temporary" shall mean no more
4 than seventy-two (72) hours. Special events with alcohol will meet requirements for a
5 Daily License from the California Department of Alcoholic Beverage Control, and Lessee
6 is required to provide a copy of that license as documentation to Director of Parks,
7 Recreation, and Marine at City.

8 B. Hours of Operations: The DeForest Park Community Center will
9 mainly operate during park hours and for programming that includes afterschool
10 programs, day camps, the occasional family and community events, and service projects
11 on weekday mornings and evenings, weekends, and overnights. The DeForest Park
12 Community Center will operate until the last activity has ended each day.

13 4. RENT. Annual rent shall be \$24,570, and the Lessee may receive
14 rent credit in consideration of an ongoing public benefit for the operation, programming,
15 maintenance, improvements, and payment of utilities at 6255 DeForest Avenue
16 Community Center and Discovery Trails. Rent credits will be reviewed on an annual
17 basis. Rent shall be adjusted five (5) percent every five (5) years.

18 5. NOTICE. Any notice, demand, request, consent, approval or
19 communication that either party desires or is required to give to the other party or any
20 other person shall be in writing and either served personally or sent by prepaid, first class
21 mail. Any notice, demand, request, consent, approval or communication that either party
22 desires or is required to give to the other party shall be addressed to the other party at
23 the address set forth below:

24 TO: Lessee

25 City of Long Beach
26 411 W. Ocean Blvd.
27 Long Beach, CA 90802
28 Attn: Alma Castro

TO: Lessor

Camp Fire Angeles
7070 E. Carson Street
Long Beach, CA 90808
Attn: Georgia Stewart

Either party may change its address by notifying the other party of the

1 change of address. Notice shall be deemed communicated within forty-eight (48) hours
2 from the time of mailing, if mailed as provided in this paragraph.

3 6. UTILITIES. Lessor shall ensure that all utilities necessary for
4 Lessee's proposed use are available at the Premises. Lessee shall make all
5 arrangements for activation of, and pay for, all water, electric, refuse and other utility
6 services to the Premises.

7 7. SIGNS. Lessee shall not place, affix, maintain or permit any sign,
8 advertisement, name, insignia, logo, descriptive material, or similar item (collectively,
9 "sign") on the Premises without the prior written approval of the City. Any approved sign
10 shall be maintained by Lessee, at its sole cost, in good condition. Any sign not approved
11 by Lessor may be removed by Lessor at Lessee's cost. The cost of removal shall be
12 additional rent.

13 8. DESTRUCTION. If any of the Improvements on the Premises are
14 destroyed from any cause or in the event said Improvements are declared unsafe or unfit
15 for use and occupancy by any public agency having jurisdiction, either party may
16 terminate this Lease upon thirty (30) days' written notice to the other, and rent shall be
17 abated during such time as the Premises are unsafe or unfit for use and occupancy.

18 9. MAINTENANCE, IMPROVEMENTS AND ALTERATIONS.

19 A. Lessee, at all times, provides maintenance of the property
20 which shall be maintained by Lessee in a good state of repair and in a good, neat,
21 orderly, and sanitary condition satisfactory to the Lessor and in conformity with all
22 applicable laws and ordinances. The Lessee will not be responsible for unforeseen
23 catastrophic structural damages. The Lessor will not be obligated to make repairs,
24 alterations, additions, or improvement in, to, on, or adjoining the Property. The DeForest
25 Park Community Center and Discovery Trails (6255 DeForest Avenue) shall maintain the
26 exterior perimeter up to 25' outside their Community Center footprint, to include pressure
27 washing and landscaping. The Lessee will continue to manage the Community Center by
28 keeping it in a good state of repair, and in a good, neat, orderly, and sanitary condition.

1 Lessee shall have access, at all times to the exterior facing public restrooms adjacent to
2 the Community Center, during operational hours, serving both community partners at
3 DeForest and shall maintain same in good and sanitary order during its operating hours.
4 Additionally, Lessee will solely be responsible for the construction of the Discovery Trails
5 and operation and maintenance of the Discovery Trails during hours in which it conducts
6 programs.

7 B. If Lessee fails to maintain as required herein, Lessor may
8 notify Lessee in writing of said failure. Should Lessee fail to correct the situation within a
9 reasonable time thereafter, as established by Lessor, Lessor may, but shall not be
10 required to do so, make the necessary correction and the cost thereof, including, but not
11 limited to, the cost of labor, materials, and equipment and administration, shall be
12 deemed additional rent to be paid by Lessee within ten (10) days of receipt of a
13 statement of said cost from Lessor. Lessor may, at its option, choose other remedies
14 available herein, or by law. If Lessor fails to maintain as required herein, Lessee may
15 notify Lessor in writing of said failure. Should Lessor fail to correct the situation within a
16 reasonable time thereafter, as established by Lessee, Lessee may, but shall not be
17 required to do so, make the necessary correction and the cost thereof, including, but not
18 limited to, the cost of labor, materials, and equipment and administration, shall be
19 deemed a credit against rent to be paid by Lessee. Lessee may, at its option, choose
20 other remedies available herein, or by law.

21 10. INSURANCE. Concurrent with the execution of this Lease and in
22 partial performance of Lessee's obligations hereunder, Lessee shall procure and
23 maintain, at its cost, during the term of this Lease and any extensions or renewals
24 thereof, from an insurer admitted in California or having a minimum rating of or equivalent
25 to A:VIII in Best's Insurance Guide:

26 a. Commercial General Liability insurance including products, and fire
27 legal liability with a combined single limit of at least \$1,000,000 for each occurrence or
28 Two Million Dollars (\$2,000,000) general aggregate. Lessor, its officials, employees and

1 agents shall be covered as additional insureds with respect to liability arising from
2 activities performed by or on behalf of Lessee. Said insurance shall be primary insurance
3 with respect to Lessor and shall contain a cross-liability endorsement.

4 b. Upon the execution of this Lease, Lessee shall deliver to Lessor
5 certificates of insurance or self-insurance with endorsements evidencing the coverage
6 required by this Lease. The certificates and endorsements shall be signed by a person
7 authorized by the insurer to bind coverage on its behalf.

8 d. Said insurance shall contain an endorsement requiring thirty (30)
9 days' prior written notice from insurers to Lessor before cancellation or change of
10 coverage.

11 e. Said insurance may be wholly self-insured or provide for such
12 deductibles or self-insured retention. In the event such insurance does provide for
13 deductibles or self-insured retention or is self-insured, Lessee agrees that it will fully
14 protect Lessor, its officials, and employees in the same manner as these interests would
15 have been protected had the policy or policies not contained a deductible or retention
16 provisions. With respect to damage to property, Lessor and Lessee hereby waive all
17 rights of subrogation, one against the other, but only to the extent that collectible
18 commercial insurance is available for said damage.

19 f. The procuring of said retention shall not be construed as a limitation
20 on Lessee's liability or as full performance on Lessee's part of the indemnification and
21 hold harmless provisions of this Lease; and Lessee understands and agrees that,
22 notwithstanding any insurance or formal self-insurance, Lessee's obligation to defend,
23 indemnify and hold Lessor, its officials and employees harmless hereunder is for the full
24 and total amount of any damage, injuries, loss, expense, costs or liabilities caused by or
25 in any manner connected with or attributed to the acts or omissions of Lessee, its
26 officers, agents, employees, subtenants, licensees, patrons or visitors, or the operations
27 conducted by Lessee, or the Lessee's use, misuse or neglect of the Premises.

28 11. INDEMNITY.

1 A. Lessor, its officials and employees shall not be liable for and Lessee
2 hereby waives all claims against them for loss, theft, or damage to equipment, furniture,
3 trade fixtures, furnishings, records, and other personal property in, or at the Premises, for
4 loss or damage to Lessee's business, or injury to or death of persons in, on or at the
5 Premises from any cause except to the extent caused by the negligence or misconduct of
6 Lessor, its officials and employees.

7 B. Lessee shall defend, indemnify and hold harmless, Lessor, its
8 officials, employees (for purposes of this Section, collectively "Lessor") and agents, from
9 and against any and all liability, claims, demands, damage, loss, causes of action,
10 proceedings, penalties, costs, and expenses (including attorneys' fees, court costs, and
11 expert and witness fees) (collectively "Claims" or individually "Claim"). Claims include, by
12 way of example, but are not limited to: Claims for property damage, personal injury or
13 death arising in whole or in part from the negligence act or omission of Lessee, its
14 officers, employees, agents, contractors or anyone under Lessee's control (collectively
15 "Indemnitor"); Lessee's breach of this Lease; misrepresentation; willful misconduct; and
16 Claims by any employee of Indemnitor relating to workers' compensation. Lessee shall
17 notify Lessor of any Claim within ten (10) days. Likewise, Lessor shall notify Lessee of
18 any Claim and shall assist Lessee, as may be reasonably requested, in such defense.

19 12. DAMAGE TO PREMISES. With the exception of ordinary wear and
20 tear, Lessee shall be liable for and shall pay the cost of any and all loss, injury or damage
21 to the Premises or any equipment on the Premises, by or on account of any act or
22 omission by Lessee, Lessee's employees, agents, invitees, or licenses.

23 13. TAXES AND ASSESSMENTS. All property taxes and assessments
24 assessed against the Premises shall be the responsibility of Lessor, and Lessor shall
25 cause said taxes and assessments to be paid promptly. All taxes and assessments
26 which become due and payable upon equipment or other personal property located at the
27 Premises shall be the responsibility of Lessee, and Lessee shall cause said taxes and
28 assessments to be paid promptly.

1 14. UNLAWFUL USE. Lessee agrees that no Improvements shall be
2 erected, placed upon, operated, nor maintained upon the Premises, nor any business
3 conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of
4 any regulation, order, law, statute, or ordinance of a governmental agency having
5 jurisdiction.

6 15. LESSEE'S PERSONAL PROPERTY. Upon the termination of this
7 Lease (whether by lapse of time or otherwise), Lessee shall promptly remove all of its
8 inventory, furniture, fixtures, and equipment and restore the Premises to the condition
9 existing at the commencement date of this Lease, except for Improvements made to the
10 Premises with Lessor's consent, and reasonable wear and tear excepted. If Lessee
11 abandons the Premises, is dispossessed thereof by process of law, or otherwise vacates
12 the Premises, title to any personal property belonging to Lessee and left on the Premises
13 sixty (60) days after such abandonment, dispossession, or vacation shall be deemed to
14 have been transferred to Lessor. Lessor shall have the right to remove and to dispose of
15 such property without liability therefor to Lessee or to any person claiming under Lessee,
16 and shall have no need to account therefor.

17 16. HOLDING OVER. In the event Lessee shall continue in possession
18 of the Premises after the expiration of the lease term, such possession shall not be
19 considered a renewal of this Lease but a tenancy from month to month and shall be
20 governed by the conditions and covenants contained in this Lease.

21 17. ASSIGNING, SUBLETTING, AND ENCUMBERING. Lessee shall
22 not voluntarily transfer, assign, sublet, or encumber its interests in this Lease without
23 Lessor's prior written approval, which consent shall not be unreasonably withheld. Any
24 transfer, assignment, subletting, or encumbering, whether voluntary or involuntary,
25 without Lessor's consent shall constitute a default and shall be voidable at Lessor's
26 election. No consent to any transfer, assignment, subletting, or encumbering shall
27 constitute a further waiver of the provisions of this paragraph. Any assignee of Lessee
28 shall execute an agreement running to Lessor assuming Lessee's obligations under this

1 Lease. Lessee shall remain fully obligated to Lessor under this Lease notwithstanding
2 any transfer, assignment, subletting, or encumbering of any indulgence granted by
3 Lessor to Lessee or to any transferee, assignee, sublessee, or secured lender unless
4 released in writing by Lessor.

5 18. SUCCESSORS IN INTEREST. Unless otherwise provided in this
6 Lease, the terms, covenants and conditions contained herein shall apply to and bind the
7 heirs, successors, executors, administrators, and assigns of all the parties hereto.

8 19. LESSEE'S DEFAULT. The occurrence of any of the following shall
9 constitute a default by Lessee

10 A. Failure to pay rent when due, if the failure continues for fifteen (15)
11 days after notice has been given to Lessee.

12 B. Failure to perform any of the provisions of this Lease, if the failure to
13 perform is not cured within thirty (30) days after notice has been given to Lessee. If the
14 default cannot be reasonably cured within thirty (30) days, Lessee shall not be in default
15 of this Lease if Lessee commences to cure the default within the thirty (30) day period
16 and diligently and in good faith continues to cure the default.

17 Notices given under this paragraph shall specify the alleged default and the
18 applicable Lease provisions, and shall demand that Lessee perform the provisions of the
19 Lease or pay the rent that is in arrears, as the case may be, within the applicable period
20 of time or quit the Premises. No such notice shall be deemed a forfeiture or a termination
21 of this Lease unless Lessor so elects in the notice.

22 20. LESSOR'S DEFAULT. Lessor shall be in default of this Lease if it
23 fails or refuses to perform any provision of this Lease that it is obligated to perform if the
24 failure to perform is not cured within thirty (30) days after notice of the default has been
25 given by Lessee to Lessor. If the default cannot be reasonably cured within thirty (30)
26 days, Lessor shall not be in default of this Lease if Lessor commences to cure the default
27 within the thirty (30) day period and diligently and in good faith continues to cure the
28 default. Notices given under this paragraph shall specify the alleged default and the

1 applicable Lease provisions, and shall demand that Lessor perform the provisions of the
2 Lease within the applicable period of time. No such notice shall be deemed a termination
3 of this Lease unless Lessee so elects in the notice.

4 21. REMEDIES. Lessor and Lessee shall have all remedies allowed by
5 law.

6 22. TAKING. If, after the effective date, the whole or a portion of the
7 Premises, or other improvements to be made by Lessee shall be taken by right of
8 eminent domain or otherwise for any public or quasi-public use, then, when possession
9 shall be taken thereunder by the condemner, or the Lessee is deprived of its practical use
10 of the Premises, and other improvements, whichever date is earlier, this Lease and all
11 rights of Lessor and Lessee hereunder, shall terminate and any rent and all other
12 payments required of Lessee shall be apportioned between the parties.

13 23. EMINENT DOMAIN AWARD. If there is a taking by right of eminent
14 domain, the rights and obligations of the parties with reference to the award and the
15 distribution thereof shall be determined in accordance with the provisions of this section.
16 The award shall belong to and be paid to Lessor, except that Lessee shall receive from
17 the award the following:

18 A. A sum attributable to the value of Lessee's leasehold estate
19 including improvements.

20 B. A sum attributable to loss of goodwill.

21 24. AMENDMENTS. This Lease sets forth all of the agreements and
22 understandings of the parties and any modification must be in writing duly executed by
23 both parties.

24 25. CAPTIONS. The captions and the table of contents of this Lease
25 shall have no effect on its interpretation.

26 26. PROVISIONS ARE COVENANTS AND CONDITIONS. All
27 provisions, whether covenants or conditions, on the part of Lessee shall be deemed to be
28 both covenants and conditions.

1 27. CALIFORNIA LAW. This Lease shall be construed and interpreted
2 in accordance with the laws of the State of California.

3 28. ATTORNEYS' FEES. In any action or proceeding relating to this
4 Lease, the prevailing party shall be entitled to its costs, including reasonable attorneys'
5 fees.

6 29. WAIVER. No delay or omission in the exercise of any right or
7 remedy of Lessor on any default by Lessee shall impair such a right or remedy or be
8 construed as a waiver. The receipt and acceptance by Lessor of delinquent rent shall not
9 constitute a waiver of any other defaults; it shall constitute only a waiver of timely
10 payment for the rent payment involved. No act or conduct of Lessor, including, without
11 limitation, the acceptance of the keys to the Premises, shall constitute an acceptance of
12 the surrender of the Premises by Lessee before the expiration of the term. Only a notice
13 from Lessor to Lessee shall constitute an acceptance of the surrender of the Premises
14 and accomplish a termination of the Lease. Lessor's consent or approval shall not be
15 deemed to waive or render unnecessary Lessor's consent to or approval of any
16 subsequent act by Lessee. Any waiver by Lessor of any default must be in writing and
17 shall not be a waiver of any other default concerning the same or any other provision of
18 the Lease.

19 30. NONDISCRIMINATION. In the performance of this Lease, Lessor
20 and Lessee agree not to discriminate against any employee or applicant for employment
21 or service on the basis of race, color, religion, ancestry, gender, sexual orientation, AIDS,
22 AIDS related condition, national origin, age, marital status, disability, handicap or veteran
23 status. Lessor and Lessee shall at all times comply with the Americans with Disabilities
24 Act ("ADA"). Lessor shall have sole responsibility for providing access to the
25 Improvements as required by the ADA and Lessee shall have sole responsibility for
26 providing access and accommodations within the Improvements as required by the ADA.

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Long Beach, CA 90802-4664

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CAMP FIRE ANGELES, a California nonprofit corporation

Feb. 23, 2022, 2022

By Robert F. Emigh
Name Robert F. Emigh
Title President of Board

Feb. 23, 2022

By Georgia Stewart
Name Georgia Stewart
Title Executive Director

"Lessee"

CITY OF LONG BEACH, a municipal corporation

3/8/2022, 2022

By Linda J. Takum
City Manager

"Lessor"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

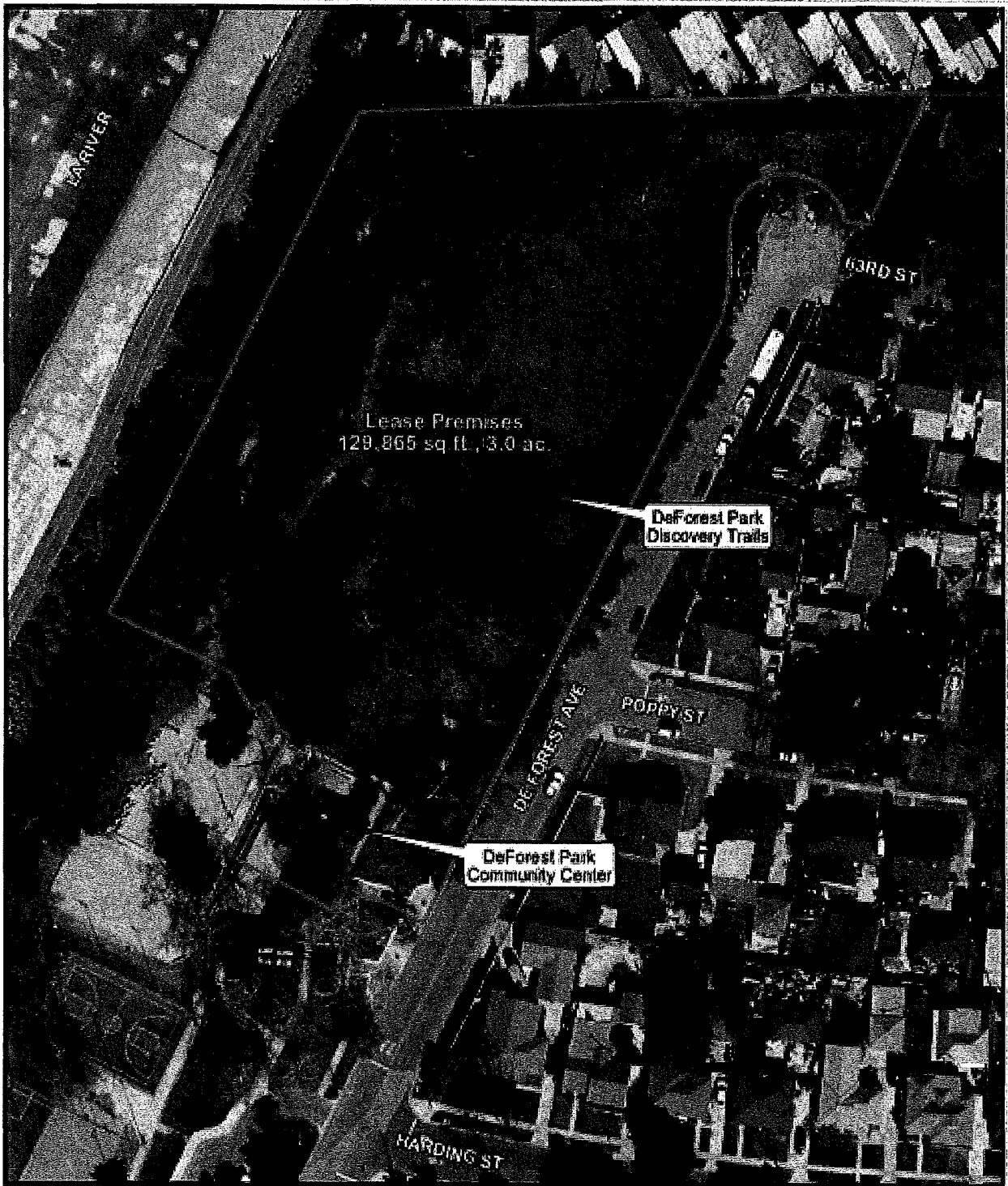
The foregoing Lease is hereby approved as to form this ____ day of

2/28/2022 2022.

CHARLES PARKIN, City Attorney

By Anita Lakhani
Anita Lakhani, Deputy City Attorney

EXHIBIT "A"



ATTACHMENT A

6255 DeFOREST AVE COMMUNITY CENTER AND DISCOVERY TRAILS

