

OFFICE OF THE CITY ATTORNEY  
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Long Beach, CA 90802-4664

1 AMENDED AND RESTATED LEASE NO. 12508

2 **12508**

3 THIS AMENDED AND RESTATED LEASE is made and entered, in  
4 duplicate, as of December 3, 2014 for reference purposes only, pursuant to a minute  
5 order adopted by the City Council of the City of Long Beach at its meeting on December  
6 2, 2014, by and between the CITY OF LONG BEACH, a municipal corporation ("Lessor"),  
7 and the YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a  
8 California nonprofit corporation ("Lessee").

9 WHEREAS, Lessor is the owner of certain real property in the City of Long  
10 Beach, County of Los Angeles, State of California, which Lessor is leasing and desires to  
11 continue to lease to Lessee on the terms, covenants, and conditions stated in this Lease;  
12 and

13 WHEREAS, Lessor and Lessee entered into original Lease No. 12508 and  
14 such Lease is being amended and restated here; and

15 WHEREAS, Lessee desire to extend the term of the Lease; and

16 WHEREAS, Lessor is willing to grant this extension of term;

17 NOW, THEREFORE, in consideration of the terms, covenants and  
18 conditions stated herein, the parties agree as follows:

19 1. Premises. Lessor hereby leases to Lessee and Lessee hereby  
20 accepts "as is" and leases from Lessor the property shown on Exhibit "A", attached to  
21 this Lease and incorporated by this reference, commonly known as 4949 Atlantic  
22 Avenue, Long Beach, Los Angeles County, California 90805 ("Premises"), consisting of  
23 approximately 2.2 acres, and an eight thousand three hundred square foot (8,300')  
24 building ("Building"), and existing improvements including an in-ground swimming pool,  
25 parking lots, fencing, walls, light standards, and landscaping.

26 Lessee acknowledges that it has not received and Lessor has not made  
27 any warranty, express or implied, as to the condition of the Premises.

28 2. Term. The original term of this Lease commenced at midnight on

1 March 3, 1975. This amended Lease shall become effective April 1, 2015 and shall  
2 terminate at 11:59 p.m. on March 31, 2035, unless sooner terminated as provided herein.  
3 Lessee shall have the option to extend the term of the Lease for two (2) additional ten  
4 (10) year terms by giving written notice to Lessor at least six (6) months prior but not  
5 more than nine (9) months prior to the expiration of the then existing current term. Lessee  
6 shall submit along with said notice a report from an appropriately licensed third party  
7 confirming that the condition of the Premises' facilities reflects a Facilities Condition Index  
8 of 10% or less.

9 3. Rent.

10 A. Effective April 1, 2015, Lessee shall pay to Lessor as annual rent: (i)  
11 the sum of Seventy-Five Cents (\$0.75) per square foot for the Building for a total amount  
12 no less than Seventy-Four Thousand Seven Hundred Dollars (\$74,700.00) per calendar  
13 year, in arrears, without notice, or demand. Annual rent for calendar year 2015 shall be  
14 prorated at no less than Fifty-Six Thousand Twenty-Five Dollars (\$56,025.00). Annual  
15 rent may be offset by in kind community services as set forth in paragraph 3B, and capital  
16 improvements to the Building or Premises as set forth in paragraph 5A.

17 B. Lessee agrees to provide Lessor with an annual valuation report of  
18 the community services provided by Lessee's use of the Premises. The report shall be  
19 submitted to the City by February 1<sup>st</sup> of each year of the Lease. The first report shall be  
20 due on February 1, 2016 for the community services provided in calendar year 2015. The  
21 value provided during the prior calendar year, as confirmed as reasonable by the City,  
22 may be deducted only from the total rent owed for the prior calendar year. Any excess  
23 community services value may not accrue to future years. The value of community  
24 services shall be deducted secondary to any rental credit for capital repairs and  
25 improvements. Any remaining rent balance shall be immediately due to Landlord. The  
26 format of the report submitted shall be similar to the sample report attached as Exhibit  
27 "B". The format of the report may be modified upon written approval by both parties.

28 C. Lessee shall pay rent at the address stated for notices to Lessor on

1 or before March 1 of each year. Rent shall be paid by: (i) check, (ii) check plus rent credit  
2 pursuant to Section 3B and 5A, or (iii) rent credits.

3 D. If this Lease terminates prior to its natural expiration for any or no  
4 reason, then Lessee shall not be entitled to any refund of rent.

5 E. The annual rental payment shall be adjusted every five years  
6 effective on the first (1<sup>st</sup>) adjustment date of April 1, 2020, by the five (5) Years  
7 Percentage Change in the Consumer Price Index (CPI) for All Urban Consumers, All  
8 Items, Base Period, for the Los Angeles-Riverside-Orange County, CA Area, published by  
9 the United States Department of Labor, Bureau of Labor Statistics ("Index"). If the Index  
10 for the month of January in the year of adjustment (hereinafter referred to as the "Current  
11 Index") is greater than the index for the month of January in the year which is five (5)  
12 years prior to the year of adjustment (hereinafter referred to as the "Beginning Index"),  
13 then the annual rental payment by Lessee to Lessor thereafter, unless and until adjusted  
14 as a result of further periodic reviews, shall be increased by the same percentage that the  
15 Current Index exceeds the Beginning Index. Rental adjustments shall continue through  
16 the term of the Lease. In no event shall any rent adjustment result in an annual rent less  
17 than that paid during the preceding period.

18 4. Use.

19 A. The Premises shall be used solely for establishing, operating and  
20 maintaining a YMCA facility and appurtenances related to that facility, including  
21 administrative functions, training, and recreational, educational, and YMCA programs.  
22 No other use is permitted.

23 B. Lessee shall not use the Premises or conduct its business on the  
24 Premises in any manner that will create a nuisance or unreasonable annoyance, or  
25 constitute waste. Lessee shall not make or permit any noise or odors that constitute a  
26 nuisance within the meaning of California Civil Code Section 3479 or California Penal  
27 Code Section 370.

28 C. Lessee shall use the Premises and operate its business on the

1 Premises in compliance with all laws, ordinances, rules, and regulations of and obtain  
2 such permits, licenses, and certificates required by all federal, state, and local  
3 governmental authorities having jurisdiction over the Premises and Lessee's use of and  
4 business on the Premises.

5 D. Lessee understands and agrees that this Lease covers only the  
6 surface of the Premises, including the building foundation and pool, and that Lessee  
7 acquires no rights to the subsurface of the Premises.

8 E. Lessee shall not grant any franchises, easements, rights of way, or  
9 permits in, on, under, across or through the Premises except that Lessee may issue  
10 temporary permits of limited duration for use of the Premises by third parties provided  
11 that the use is recreational or educational or for community meetings.

12 F. If Lessee determines such is necessary, Lessee shall provide, at its  
13 sole expense, security services for the Premises for adequate security to the Premises  
14 during normal daily hours of operation.

15 5. Improvements.

16 A. Lessee accepts the Building and Premises in its "as is" condition.  
17 Lessor does not make any warranties regarding said condition and Lessor shall not be  
18 responsible for any capital repairs and improvements ("Work") on the Building or the  
19 Premises. Upon mutual agreement between Lessor and Lessee, Lessee may complete  
20 Work subject to the written approval set forth below in Section 5.B. Lessee shall then be  
21 entitled to a rental credit equal to the cost of said Work. The rental credit shall apply to  
22 the year in which the Work was completed and shall be credited annually until fully used.  
23 Any rental credit for Work shall be primary to any rental credit for community services.

24 B. Lessee shall make no material change, material alteration, or major  
25 repair in or to the Building or Premises without first having submitted a written request  
26 and obtained the written approval of the City Manager or his or her designee, and which  
27 approval may be withheld in his or her sole discretion. City Manager shall respond to a  
28 written request for such approval within thirty (30) days of receipt of said request. If

1 approval is given by City Manager or his or her designee, Lessee shall comply with local,  
2 state, and federal regulations. Subject to Section 5.A above, Lessor shall not be obligated  
3 to maintain, alter, remodel, repair, reconstruct, or change the Premises.

4 C. Prior to beginning any construction valued at more than Two  
5 Hundred Fifty Thousand Dollars (\$250,000.00), Lessee shall provide evidence of and  
6 copy to Lessor of a Performance Bond or letter of credit or an assignment of a Certificate  
7 of Deposit (CD) in the amount of fifty percent (50%) of the estimated cost of the  
8 construction and a Labor and Material Bond (also known as a Payment Bond) in the  
9 amount of fifty percent (50%) of the estimated cost of the construction, both executed by  
10 Lessee or Lessee's contractor, as Principal, and by a surety authorized to do business in  
11 California as a Surety. The bonds shall name Lessor as a joint obligee with Lessee.  
12 Nothing contained in this Lease shall be deemed to release Lessee from the duty to keep  
13 the Premises free of liens. The Performance Bond shall remain in effect until the  
14 expiration of the statutory period for filing liens or stop notices, or until the Premises are  
15 free from the effect of such liens or stop notices, if liens have been filed.

16 D. Lessee shall notify Lessor at least twenty (20) days prior to  
17 beginning the construction to enable Lessor to post and record a Notice of  
18 Nonresponsibility.

19 E. On the expiration or sooner termination of this Lease, Lessee shall  
20 deliver, upon request to Lessor written confirmation that all improvements to the  
21 Premises shall become the property of Lessor at no cost to Lessor. On expiration or  
22 termination of Lease, Lessee is required to deliver the Premises broom swept clean, free  
23 of all furniture, fixtures, equipment, and personal property.

24 6. Liens.

25 A. Lessee shall keep the Premises free of all liens for any work done,  
26 labor performed, or material furnished by or for Lessee relating to the Premises. Lessee  
27 shall defend, indemnify and hold Lessor, its officials and employees harmless from and  
28 against all claims, demands, causes of action, liens, liability, proceedings, loss, costs,

1 and expenses (including attorney's fees) of whatsoever kind for any such work done,  
2 labor performed, or materials furnished on the Premises. In addition, Lessee shall obtain  
3 from its contractors performing work on the Premises the releases described in California  
4 Civil Code Sections 8132 through 8138 relating to progress payments.

5 B. In addition to Subsection 6.A, if a lien is imposed on the Premises as  
6 a result of work done, labor performed or materials furnished by or for Lessee relating to  
7 the Premises, then Lessee shall: (i) record a valid release of lien; or (ii) deposit with  
8 Lessor cash in an amount equal to one hundred twenty-five percent (125%) of the  
9 amount of the lien and authorize payment to the extent of that deposit to any subsequent  
10 judgment holder that may arise as a matter of public record from litigation with regard to  
11 lienholder's claim; or (iii) procure and record a lien release bond in accordance with  
12 California Civil Code Section 8424 issued by a surety authorized to do business in  
13 California.

14 C. On completion of the work, Lessee shall file a Notice of Completion  
15 in the Official Records of the County Recorder of Los Angeles County. Lessee shall also  
16 provide Lessor's Director of the Department of Parks, Recreation, and Marine with a copy  
17 of the Certificate of Occupancy or other final sign off for all permitted work.

18 D. All contracts entered by Lessee relating to the Premises or any work  
19 on the Premises shall contain the following provision:

20 "This contract shall in no way bind the City, its officials,  
21 employees or agents or obligate them for any costs  
22 whatsoever under this contract."

23 7. Taxes.

24 A. Lessee acknowledges that this Lease may create a possessory  
25 interest subject to taxation and that Lessee may be subject to payment of taxes levied on  
26 such interest.

27 B. Lessee shall pay before they become delinquent all taxes,  
28 assessments, license fees, and other charges levied on the Premises and on Lessee's

1 personal property, equipment, furnishings or trade fixtures installed or located on the  
2 Premises. Lessee shall provide proof of payment to Lessor within ten (10) days after  
3 Lessor's request for it.

4 8. Insurance.

5 A. As a condition precedent to the effectiveness of this Lease and  
6 notwithstanding any stated commencement date, Lessee shall procure and maintain, at  
7 its cost, during the term of this Lease from insurance companies admitted to write  
8 insurance in California or from authorized non-admitted insurance companies that have  
9 ratings of or equivalent to A:VIII by A.M. Best Company the following insurance:

10 (i) Commercial general liability insurance equivalent in coverage  
11 scope to ISO form CG 00 01 10 93 in an amount not less than \$1,000,000 per  
12 occurrence and \$2,000,000 general aggregate. Such coverage shall include but is not  
13 limited to broad form contractual liability coverage, cross liability protection and products  
14 and completed operations. Lessor, its officials, employees, and agents shall be added as  
15 additional insureds by endorsement equivalent in coverage to ISO form CG 20 26 11 85  
16 and the endorsement shall protect Lessor, its officials, employees, and agents from all  
17 liability, loss, claims, demands, causes of action, costs, and expenses for injury to or  
18 death of persons or damage to or loss of property arising from activities performed by or  
19 on behalf of Lessee or from maintenance or use of the Premises. The coverage shall  
20 contain no special limitations on the scope of protection afforded to Lessor, its officials,  
21 employees, and agents, and Lessee shall obtain and furnish evidence to Lessor of the  
22 waiver of Lessee's liability insurance carrier of any right of subrogation against Lessor.

23 (ii) Commercial automobile liability insurance equivalent in scope to  
24 ISO CA 00 01 06 92 covering symbol 1 (Any Auto) in an amount not less than \$1,000,000  
25 combined single limit.

26 (iii) Workers' compensation insurance as required by the State of  
27 California and employer's liability insurance in an amount not less than \$1,000,000 per  
28 accident or occupational illness. Lessee shall obtain and furnish evidence to Lessor of

1 the waiver of Lessee's carrier for workers' compensation of any right of subrogation  
2 against Lessor.

3 (iv) Special perils property insurance in an amount sufficient to cover  
4 the replacement value of the buildings, improvements, personal property, inventory, and  
5 equipment owned by Lessor and Lessee and located on the Premises. Lessor shall be  
6 named an insured under a standard loss payable endorsement (BFU 438). This  
7 insurance may provide for such deductible as is commercially reasonable given the then  
8 current insurance markets .

9 B. With respect to damage to property, Lessor and Lessee hereby  
10 waive all rights of subrogation, one against the other, but only to the extent that collectible  
11 commercial insurance is available for that damage.

12 C. Any self-insurance program or self-insured retention must be  
13 approved separately in writing by Lessor and shall protect Lessor, its officials,  
14 employees, and agents in the same manner and to the same extent as they would have  
15 been protected had the policy or policies not contained retention provisions.

16 D. Each insurance policy shall be endorsed to state that coverage shall  
17 not be cancelled, nonrenewed or changed by Lessee except after thirty (30) days prior  
18 written notice to Lessor and coverage shall be primary to Lessor. Any insurance or self-  
19 insurance maintained by Lessor shall be excess to and shall not contribute to insurance  
20 or self-insurance maintained by Lessee.

21 E. Lessee shall deliver to Lessor certificates of insurance and  
22 endorsements for approval as to sufficiency and form. Lessee shall, at least five (5)  
23 business days prior to expiration of all policies, furnish to Lessor evidence of renewals.  
24 Lessor reserves the right to require complete certified copies of all policies at any item.

25 F. The procuring or existence of insurance shall not be construed as or  
26 deemed a limitation on liability or as full performance of the indemnification Section of this  
27 Lease. Lessee understands and agrees that, notwithstanding any insurance, Lessee's  
28 obligation to defend, indemnity, and hold Lessor, its officials, agents, and employees



1 harmless is for the full and total amount of any liability, loss, damage, cost and expense  
2 caused by the condition of the Premises or attributed to the acts or omissions of Lessee,  
3 its officers, agents, contractors, employees, licensees, vendors, patrons, or visitors, or  
4 the operations conducted by or on behalf of Lessee, or the Lessee's use, misuse, or  
5 neglect of the Premises.

6 G. Not more frequently than every three (3) years if, in the opinion of  
7 Lessor, the amount of insurance coverages is not adequate, Lessee shall provide the  
8 insurance required by Lessor's Risk Manager or designee.

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

11 9. Utilities and Janitorial Services. Lessee shall arrange and pay for  
12 the installation and use of all utilities, including but not limited to, telephone service, gas,  
13 electricity, water, sewer, and refuse for its operations on the Premises. Lessee shall also  
14 arrange and pay for janitorial services to the Premises. Lessee shall be responsible for  
15 all costs associated with insuring that all utilities are separately metered.

16 10. Maintenance. Lessee shall, at its cost and to the reasonable  
17 satisfaction of Lessor, maintain the Premises and improvements on the Premises,  
18 including exterior signage, landscaping, and any parking areas, in good condition, in  
19 substantial repair, in a safe, clean, sanitary condition, and free from rodents, noxious  
20 plants and weeds. "Maintain" shall include repair and shall be done promptly on  
21 discovery of the need for maintenance. "Repair" shall include replacements, removals,  
22 alterations, additions, and improvements to the Premises. Maintenance shall be  
23 reasonably comparable to what existed prior to the need for maintenance.

24 Lessee shall provide and use containers for trash and garbage and shall  
25 keep the Premises free of trash, garbage and litter. Lessee shall remove graffiti in  
26 compliance with the Long Beach Municipal Code.

27 If Lessee fails to maintain the Premises, Lessor may notify Lessee of the  
28 failure to maintain. If Lessee fails to commence work to correct the situation within thirty

1 (30) days after notice or fails to diligently pursue and complete the correction within such  
2 longer period as may be established by Lessor, then Lessor may make the necessary  
3 correction and the cost of correction, including but not limited to the cost of labor,  
4 materials, equipment and administration, shall be paid by Lessee as additional rent within  
5 ten (10) days after receipt of a statement of the cost from Lessor. Lessor may, at its  
6 option, choose other remedies available in this Lease or by law. The performance of  
7 maintenance by Lessor, which maintenance is contractually the obligation of Lessee,  
8 shall in no way be construed as a waiver of Lessee's duty to maintain as required by this  
9 Lease.

10           11. Restoration. Lessee shall promptly notify Lessor of damage or  
11 destruction to the Premises and the date of same. Lessee shall promptly make proof of  
12 loss and proceed to collect all valid claims that Lessee may have against insurers or  
13 others based on such damage or destruction. All amounts recovered as a result of the  
14 claim shall be used first for the restoration of the Premises, which Lessee shall promptly  
15 begin and diligently pursue so that the Premises are restored to substantially the same  
16 condition as they were in immediately before such damage or destruction. If existing  
17 laws do not permit restoration, then Lessee may terminate this Lease by giving prior  
18 written notice to Lessor and shall assign all rights to claims to Lessor. Restoration is  
19 subject to Section 5 of this Lease.

20           If the repair, reconstruction or restoration requires longer than one hundred  
21 eighty (180) days or if the insurance proceeds will not be sufficient to cover the cost of  
22 repair, reconstruction or restoration, then Lessor may elect to repair, reconstruct or  
23 restore and the Lease shall continue in full force and effect or Lessor may elect not to  
24 repair, reconstruct or restore and the Lease shall terminate. If Lessor elects to repair,  
25 reconstruct or restore, then Lessor shall not be required to expend sums for repair,  
26 reconstruction or restoration in excess of insurance proceeds received by Lessor by  
27 reason of the casualty. If Lessor repairs, reconstructs or restores, then Lessee's rent  
28 under this Lease shall not be abated. Lessee shall not be entitled to any compensation

1 or damages for loss in the use of the whole or any part of the Premises and any  
2 inconvenience or annoyance occasioned by such damage, repair, reconstruction or  
3 restoration.

4 Notwithstanding the foregoing sentences of this Section, if the Premises are  
5 not fully restored within the one hundred eighty (180) day period, then Lessee may  
6 terminate this Lease, at Lessee's option, by giving fifteen (15) days notice of termination  
7 to Lessor.

8 12. Condemnation.

9 A. If the whole of the Premises or improvements is taken by right of  
10 eminent domain or otherwise for any public or quasi public use, then when possession is  
11 taken by the condemnor or when Lessee is deprived of practical use of the Premises or  
12 improvements, whichever date is earlier, this Lease shall terminate. If there is a partial  
13 taking so that the remaining portion of the Premises or improvements cannot be restored  
14 to an economically feasible operation of a comparable kind to that which existed prior to  
15 the taking, then this Lease shall, at Lessee's option, terminate as of the time when  
16 possession was taken by the condemnor or when Lessee was deprived of practical use  
17 of the Premises, whichever date is earlier.

18 B. If there is a taking by right of eminent domain, the rights and  
19 obligations of the parties with reference to the award and its distribution shall be  
20 determined in accordance with this Section. The award shall belong to and be paid to  
21 Lessor.

22 13. Nondiscrimination. Subject to applicable laws, rules, and  
23 regulations, Lessee and its employees shall not discriminate against anyone on the basis  
24 of race, religion, national origin, color, ancestry, age, sex, sexual orientation, sexual  
25 identity, gender identity, AIDS, AIDS related condition, HIV status, handicap, or disability  
26 in the use of the Premises and its operations.

27 14. No Relocation or Goodwill Value. Lessee agrees that nothing  
28 contained in this Lease creates any right in Lessee for any relocation assistance or

1 payment pursuant to the provisions of Title 1, Division 7, Chapter 16 of the California  
2 Government Code from Lessor on the termination or expiration of this Lease.

3 15. Assignment or Sublease. Lessee shall not assign or transfer this  
4 Lease or any interest in it or sublease the Premises or any part of the Premises to any  
5 person or entity without the prior written approval of the City Manager or his or her  
6 designee, which may be withheld in his or her sole discretion. Further, neither this Lease  
7 nor any interest in this Lease shall be subject to transfer by attachment, execution,  
8 proceedings in insolvency, bankruptcy, or receivership unless the receivership is sought  
9 by Lessor. In the event of assignment or transfer, voluntarily or involuntarily or by  
10 operation of law, such transfer shall be voidable at Lessor's election and, if avoided by  
11 Lessor, shall convey no interest and shall constitute a default of this Lease.

12 16. Indemnification. Lessee shall, with respect to the Lease and  
13 Lessee's use of the Premises, indemnify and hold harmless Lessor, its officials,  
14 employees and agents (collectively in this Section "City") from and against all liability,  
15 claims, demands, damage, causes of action, losses, proceedings, penalties, costs, and  
16 expenses (including attorney's fees, court costs, and expert and witness fees)  
17 (collectively "Claims" or individually "Claim"). Claims include allegations and by way of  
18 example but not limitation: Claims for property damage, personal injury or death arising in  
19 whole or in part from the condition of the Premises, any negligent act or omission of  
20 Lessee, its officers, employees, agents or anyone under Lessee's control a the Premises  
21 (collectively "Indemnitor"); Lessee's breach of this Lease; misrepresentation; willful  
22 misconduct; and the occupancy, use or misuse of the Premises by Lessee, Lessee's  
23 employees, agents, licensees, patrons or visitors. Independent of the duty to indemnify  
24 and as a free-standing duty on the part of Lessee, Lessee shall defend City and shall  
25 continue such defense until the Claim is resolved, whether by settlement, judgment or  
26 otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of  
27 Indemnitor shall be required for the duty to defend to arise. Notwithstanding the  
28 foregoing sentences of this Section, Lessee shall not be required to indemnify Lessor for

1 Lessor's sole negligence or willful misconduct with respect to this Lease.

2           17. Default. The occurrence of any of the following acts shall constitute  
3 a default by Lessee:

4           A. Failure to pay rent including additional rent, when due, if the failure  
5 continues after fifteen (15) days' notice to Lessee;

6           B. Abandonment of the Premises, provided that failure to occupy or  
7 operate the Premises for thirty (30) consecutive days shall be deemed an abandonment  
8 except for causes of force majeure described in Section 29;

9           C. Failure to perform any term, covenant, or condition of this Lease if  
10 the failure is not cured within thirty (30) days, or such longer period as may be  
11 established by Lessor, after notice to Lessee of the failure. If the default cannot  
12 reasonably be cured in thirty (30) days, Lessee shall not be in default if Lessee begins to  
13 cure within the thirty (30) day period and diligently proceeds to cure to completion;

14           D. Any attempted assignment, transfer, or sublease, contrary to the  
15 terms of this Lease;

16           E. Failure to obtain, maintain or pay for any necessary permit and  
17 business license required by the City of Long Beach in its municipal or regulatory  
18 capacity or by any agency having jurisdiction over the Premises and Lessee's operations  
19 on the Premises;

20           F. Failure to pay when due all fees and charges for any municipal  
21 service or commodity provided by the City of Long Beach in its municipal capacity,  
22 including but not limited to water, sewer, gas, refuse collection or recycling;

23           G. Failure to report or pay when due to the City of Long Beach in its  
24 municipal or regulatory capacity all applicable sales tax, transient occupancy taxes, utility  
25 use taxes, or other excise taxes, if applicable;

26           H. To the extent permitted by the U.S. Bankruptcy Code, insolvency of  
27 Lessee which shall be deemed to include an assignment by Lessee for the benefit of  
28 creditors, the filing by Lessee of a voluntary petition in bankruptcy, an adjudication that

1 Lessee is bankrupt, the appointment of a receiver of the properties of Lessee if the  
2 receiver is not discharged within fifteen (15) days, the filing of an involuntary petition in  
3 bankruptcy and failure of Lessee to obtain a dismissal of the petition within thirty (30)  
4 days after filing; attachment of or the levying of execution on the leasehold interest and  
5 failure of Lessee to obtain discharge of the attachment or release of the levy of execution  
6 within fifteen (15) days. In the event of any of the foregoing, no notice that an event of  
7 default has occurred shall be required from Lessor;

8 I. Failure to comply with any law, ordinance, rule, or regulation  
9 applicable to the Premises or Lessee's use of and operation on the Premises.

10 If Lessee does not comply with the terms, covenants and conditions of this  
11 Lease, then Lessor may terminate this Lease and enter the Premises and take  
12 possession thereof provided, however, that these remedies are not exclusive but  
13 cumulative to other remedies provided by law or in equity in the event of Lessee's default,  
14 and the exercise by Lessor of one or more rights and remedies shall not preclude  
15 Lessor's exercise of additional or different remedies for the same or any other default by  
16 Lessee.

17 18. Re-entry on Termination or Expiration. Lessee shall peaceably  
18 deliver possession of the Premises to Lessor on the date of termination or expiration of  
19 this Lease. On giving notice of termination to Lessee in accordance with law, Lessor  
20 shall have the right to re-enter and take possession of the Premises on the date  
21 termination becomes effective without further notice of any kind and without instituting  
22 summary or regular legal proceedings. Termination of this Lease and re-entry of the  
23 Premises by Lessor shall in no way alter or diminish any obligation of Lessee under this  
24 Lease and shall not constitute an acceptance or surrender. Lessee hereby waives any  
25 right of redemption under any existing or future law in the event of eviction from or  
26 dispossession of the Premises for any reason or in the event Lessor re-enters and takes  
27 possession of the Premises in a lawful manner. Lessee agrees that, if the manner or  
28 method used by Lessor in re-entering or taking possession of the Premises gives to

1 Lessee a cause of action for damages or in forcible entry and detainer, then the total  
2 amount of damages to which Lessee shall be entitled in any such action shall be One  
3 Dollar (\$1.00). This Section may be filed in any such action and, when filed, it shall be a  
4 stipulation by Lessee fixing the total damages to which Lessee is entitled.

5           19. Waiver by Lessor. Any waiver by Lessor of any default or breach of  
6 any one or more of the terms, covenants, or conditions of this Lease shall be in writing  
7 and shall not be construed to be a waiver of any subsequent or other breach or default of  
8 the same or of any other term, covenant, or condition of this Lease, nor shall failure on  
9 the part of Lessor to require exact and complete compliance with any of the terms,  
10 covenants, or conditions of this Lease be construed as in any manner changing the  
11 terms, covenants, or conditions of this Lease or preventing Lessor from enforcing its  
12 provisions, nor shall the conduct of the parties be deemed to change or modify the terms,  
13 covenants, or conditions of this Lease. No delay, failure, or omission of Lessor to re-  
14 enter the Premises, to insist on strict enforcement of any term, covenant, or condition, or  
15 to exercise any right, power, privilege or option arising from any breach or default shall  
16 impair any such right, power, privilege or option or be construed as a waiver of or  
17 acquiescence in such breach of default or as a relinquishment of any right, power,  
18 privilege or option. The acceptance of delinquent rent by Lessor shall not constitute a  
19 waiver of any other breach or default but shall only constitute a waiver of timely payment  
20 for the particular rent payment involved. No right, power, privilege, option or remedy of  
21 Lessor shall be construed as being exhausted by the exercise of that right, power,  
22 privilege, option or remedy in one or more instances. Lessor's consent to or approval of  
23 any act by Lessee requiring Lessor's consent or approval shall not be deemed to waive  
24 Lessor's consent or approval of any subsequent act of Lessee. Failure on the part of  
25 Lessor to require exact and complete compliance with this Lease and the course of  
26 conduct of the parties shall not be construed or deemed as changing this Lease.

27           20. Waiver by Lessee. Lessor shall not be liable to Lessee for and, to  
28 the extent permitted by law, Lessee hereby waives all claims against Lessor, its officials

1 and employees for loss, theft, and damage to Lessee and to the equipment, furnishing,  
2 furniture, fixtures, records and personal property of Lessee, its employees, invitees, and  
3 all other persons on the Premises, for loss or damage to Lessee's business, or injury to  
4 or death of persons on or about the Premises from any cause, except to the extent  
5 caused by Lessor's gross negligence or willful misconduct.

6 Lessee acknowledges that it is familiar with California Civil Code Section  
7 1542 which states: "A general release does not extend to claims which the creditor does  
8 not know or suspect to exist in his favor at the time of executing the release, which if  
9 known by him must have materially affected his settlement with the debtor." And, Lessee  
10 hereby releases Lessor from any unknown claims and waives its rights under this Section  
11 1542.

12 21. Abandoned Personal Property. If Lessee abandons the Premises or  
13 is dispossessed by process of law or otherwise, then Lessee shall be deemed to have  
14 abandoned any personal property belonging to Lessee left on the Premises forty-five (45)  
15 days after the date of abandonment or dispossession, and title to that personal property  
16 shall be deemed to have been transferred to Lessor. Lessor shall have the right to  
17 remove and to dispose of the personal property without liability to Lessee or to any  
18 person claiming under Lessee, and shall not need to account for its disposal. Lessee  
19 hereby designates Lessor's City Manager as its attorney-in-fact to execute and deliver  
20 any documents that are required to dispose of that personal property and transfer title to  
21 it. Lessee shall pay the cost of removal, storage, sale or destruction as additional rent.  
22 Lessee hereby agrees to and shall defend, indemnify and hold Lessor, its officials and  
23 employees harmless from all claims, demands, damage, loss, liability, causes of action,  
24 penalties, fines, costs and expenses, including attorney's fees, arising from Lessor's  
25 removal, storage, and disposal of personal property that is not owned by Lessee.

26 22. Right of Access. Lessor shall have the right of access to the  
27 Premises at all reasonable times and with reasonable notice and, in emergencies, at any  
28 time and, if Lessee is not present to give access during emergencies, then Lessor may



1 forcibly enter the Premises and any such entry shall not in any circumstances be  
2 construed or deemed a forcible or unlawful entry of the Premises. Lessee shall not be  
3 entitled to compensation or abatement of rent for any nuisance or inconvenience caused  
4 if Lessor exercises its rights under this Lease and Lessor shall not be liable to Lessee for  
5 any temporary loss of quiet enjoyment, inconvenience, loss of business, or other damage  
6 arising from Lessor's entry.

7           23. 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 or Building without the prior written approval of Lessor's Director  
10 of the Department of Parks, Recreation, and Marine. Upon receiving written approval,  
11 Lessee shall procure all necessary permits from the City for the approved sign. Any sign  
12 so approved and permitted shall be maintained by Lessee, at its cost, in good condition.  
13 Any sign not approved or permitted by Lessor may be removed by Lessor at Lessee's  
14 cost and the cost of removal shall be reimbursed by Lessee within sixty (60) days from  
15 the date of removal.

16           24. Americans with Disabilities. Lessee shall have and be allocated the  
17 sole responsibility to comply with the Americans with Disabilities Act ("ADA") with respect  
18 to the Premises and Lessee shall defend, indemnify and hold Lessor, its officials and  
19 employees harmless from and against any and all claims of failure to comply with or  
20 violation of the ADA. If the Premises require structural repairs or capital improvements  
21 required to comply with the provisions of ADA, then Lessee shall notify Lessor of this  
22 requirement and, Lessee's failure or refusal to make the repairs or improvements shall be  
23 a material default of this Lease which entitles Lessor to terminate it immediately  
24 notwithstanding the cure period described in Section 17.C.

25           25. Brokers. Both parties represent that they have had no contacts or  
26 dealings regarding this Lease through a broker or agent or any other person who can  
27 claim a right to a commission or fee. Each party shall defend, indemnify and hold the  
28 other party harmless from all liability arising from any person claiming a commission or

1 fee as a result of entering this Lease provided that the party so charged promptly notifies  
2 the other party regarding such claim.

3           26. Notice. Any notice or approval under this Lease shall be in writing  
4 and either personally delivered or deposited in the U.S. Postal Service, first class,  
5 postage prepaid and addressed to Lessee at 4949 Atlantic Avenue, Long Beach, CA  
6 90805 or addressed to Lessor to the attention of the City Manager at 333 W. Ocean  
7 Blvd., 13<sup>th</sup> Floor, Long Beach, CA 90802 with a copy addressed to the Director of the  
8 Department of Parks, Recreation and Marine at 2760 Studebaker Road, Long Beach, CA  
9 90815. Notice shall be effective on the date delivery is made. Notice of change of  
10 address shall be given in the same manner as other notices.

11           27. No Holding Over. As a result of Government Code Section 37380,  
12 Lessee shall not hold over or remain in possession after the expiration of this Lease and  
13 Lessee acknowledges that to do so is a violation of law.

14           28. Force Majeure. Where a party is required to do any act and the  
15 inability of that party to perform or a delay in performance of that act is caused by or  
16 results from fire, flood, earthquake, acts of God, strikes, war, explosion, or acts beyond  
17 the reasonable control of that party and not due to that party's fault or neglect, then that  
18 party shall be excused and shall not be in default for failure to act. Financial inability to  
19 perform shall not be considered a cause beyond the reasonable control of the party.

20           29. Surrender of Premises. Subject to Section 5.E, on the expiration or  
21 sooner termination of this Lease, Lessee shall deliver to Lessor possession of the  
22 Premises in the same or better condition that existed immediately prior to the date of  
23 execution hereof, reasonable wear and tear excepted.

24           30. Hazardous Materials. Lessee shall not keep or allow to be kept on  
25 the Premises any goods, merchandise, supplies, personal property, materials, or items of  
26 any kind which are in any way explosive or hazardous except those limited items which  
27 are necessary for Lessee to carry on its business provided that Lessee disposes of same  
28 as required by law. Lessee shall comply with California Health and Safety Code Section

1 25359.7 or its successor statute regarding notice to Lessor on discovery by Lessee of the  
2 presence or suspected presence of any hazardous substance on the Premises.  
3 "Hazardous material or substance" means anything which is or becomes regulated by the  
4 City of Long Beach, the County of Los Angeles, the State of California, or the United  
5 States government.

6 31. Quiet Enjoyment. If Lessee performs the terms, covenants, and  
7 conditions of this Lease, then Lessee shall peaceably and quietly hold and enjoy the  
8 Premises.

9 32. Laws. Lessee, at its sole cost, shall comply with all laws,  
10 ordinances, rules, and regulations of and obtain the permits, licenses, and certificates  
11 required by all federal, state, and local governmental authorities having jurisdiction over  
12 the Premises and Lessee's use of it. If the Premises require structural repairs or capital  
13 improvements as a result of requirements by federal, state or local governmental  
14 authorities, then Lessor at its sole option may make those repairs or may notify Lessee  
15 that Lessor has chosen not to make the repairs and Lessee shall have the right to make  
16 such mandated repairs or terminate this Lease by giving at least fifteen (15) days notice  
17 of termination to Lessor.

18 33. Drainage. Lessee shall, at its sole cost and expense, keep and  
19 maintain all natural and artificial drainage channels now or hereafter constructed on the  
20 Premises free and unobstructed.

21 34. Reservation of Rights. Lessor reserves the right to construct,  
22 maintain, operate, replace, install, and remove storm drains, water and sewer lines and  
23 appurtenances, poles, oil and gas pipes and appurtenances and the like and to drill,  
24 maintain, and operate water wells, oil and gas facilities, and to place, maintain and  
25 operate buildings, pump plants, machinery, tanks, and other structures and equipment  
26 necessary or convenient for any of the foregoing facilities. Lessor also reserves the right  
27 of ingress and egress and entry to, on, over, in and about the Premises for any right  
28 reserved in this Section. Lessor's rights are limited to that part of the Premises not

1 occupied by a building or structure constructed by Lessee.

2 35. Wireless Communication Facilities. Lessee shall not sublease,  
3 permit or transfer to any person or entity desiring to install, erect, maintain, or operate  
4 any form of wireless communication facility on the Premises.

5 36. Remedies. When a default by Lessee occurs, in addition to any  
6 other rights or remedies of Lessor under this Lease, by law, or in equity, Lessor shall  
7 have the following rights and remedies:

8 A. Lessor may terminate this Lease by giving to Lessee notice of  
9 termination, and Lessee shall immediately surrender possession of the Premises as  
10 described elsewhere in this Lease. Termination shall not relieve Lessee from the  
11 payment of any sum due to Lessor or any claim that Lessor may have for damages or  
12 indemnity. Lessor shall be entitled to recover from Lessee all damage incurred by Lessor  
13 including but not limited to the cost of recovering possession, expenses of reletting  
14 including renovation and alteration, reasonable attorney's fees, and real estate  
15 commissions paid;

16 B. Without terminating this Lease, Lessor may re-enter and relet the  
17 Premises or any part of the Premises to such tenants, for such terms ending before, on  
18 or after the expiration of this Lease, at such rent and on such conditions as Lessor, in its  
19 sole discretion, may determine to be appropriate. Lessor may execute leases under this  
20 provision either in its name or in Lessee's name, and shall be entitled to the rent from the  
21 Premises. Lessee hereby appoints Lessor its attorney-in-fact for the purpose of such re-  
22 letting. Lessee shall nevertheless pay to Lessor when due all sums required under this  
23 Lease, plus Lessor's expenses, including but not limited to the expenses of remodeling,  
24 real estate commissions, and advertising, less the sum received by Lessor from any  
25 reletting. No act by Lessor under this provision shall constitute termination of this Lease  
26 unless and until Lessor gives to Lessee notice of termination.

27 These remedies are not exclusive but cumulative to other remedies  
28 provided by law or in equity in the event of Lessee's default, and the exercise by Lessor

1 of one or more rights or remedies shall not preclude Lessor's exercise of additional or  
2 different remedies for the same or any other default by Lessee.

3 37. Miscellaneous.

4 A. The headings and numbers of this Lease are not a part of it and the  
5 groupings of the provisions of it into separate sections, paragraphs, and clauses are for  
6 convenience only and shall have no effect on the construction or interpretation of it.

7 B. Each provision of this Lease to be performed by Lessee shall be  
8 construed as both a covenant and a condition of this Lease.

9 C. If any term, covenant, or condition of this Lease is found to be  
10 invalid, void, ineffective, or unenforceable for any reason, the remaining terms,  
11 covenants, and conditions shall remain in full force and effect.

12 D. Time is of the essence in this Lease and its performance and no  
13 notice to Lessee or Lessor shall be required to restore "time is of the essence" after  
14 waiver by Lessor or Lessee of any breach of this Lease.

15 E. This Lease shall not be modified except in a written amendment  
16 signed by duly authorized representatives of the parties and authorized by Lessor's City  
17 Council.

18 F. This Lease represents and constitutes the entire understanding  
19 between the parties and supersedes all other agreements and communications between  
20 the parties, whether oral or written, concerning the subject matter herein.

21 G. This Lease shall not be recorded.

22 H. In any action or proceeding relating to this Lease, the prevailing party  
23 shall be entitled to its costs, including reasonable attorney's fees.

24 I. This Lease shall be binding on and inure to the benefit of the parties  
25 and their successors, heirs, transferees, and assignees except as provided in Section 15,  
26 and all of the parties hereto shall be jointly and severally liable hereunder.

27 J. This Lease shall be governed by and construed in accordance with  
28 the laws of the State of California.

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K. This Lease is created as a joint effort between the parties and fully negotiated as to its terms, covenants, and conditions. This Lease shall not be construed against either party as the drafter.

L. Lessor and Lessee hereby waive their respective rights to trial by jury of any contract or tort claim, counterclaim, cross-complaint, or any other cause of action in any action, proceeding, or hearing brought by either party against the other on any matter in any way connected to this Lease, including but not limited to the enforcement of any law, rule, ordinance or regulation.

M. The relationship of the parties hereto is that of Lessor and Lessee, and the parties agree that nothing contained in this Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, association, or employer-employee relationship between them or between Lessor and any third person or entity.

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


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N. Each person signing this Lease on behalf of the parties represents and warrants that he/she is authorized to sign on behalf of that party.

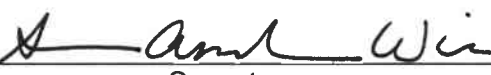
IN WITNESS WHEREOF, the parties have caused this document to be executed with all formalities required by law as of the date first stated above.

YOUNG MEN'S CHRISTIAN ASSOCIATION OF GREATER LONG BEACH, a California nonprofit corporation

July 9, 2015

By   
President  
Alfredo Velasco  
(Type or Print Name)

July 9, 2015

By   
Secretary  
Susan Anderson Wise  
(Type or Print Name)

"Lessee"

CITY OF LONG BEACH, a municipal corporation

July 30, 2015

By   
Assistant City Manager  
City Manager

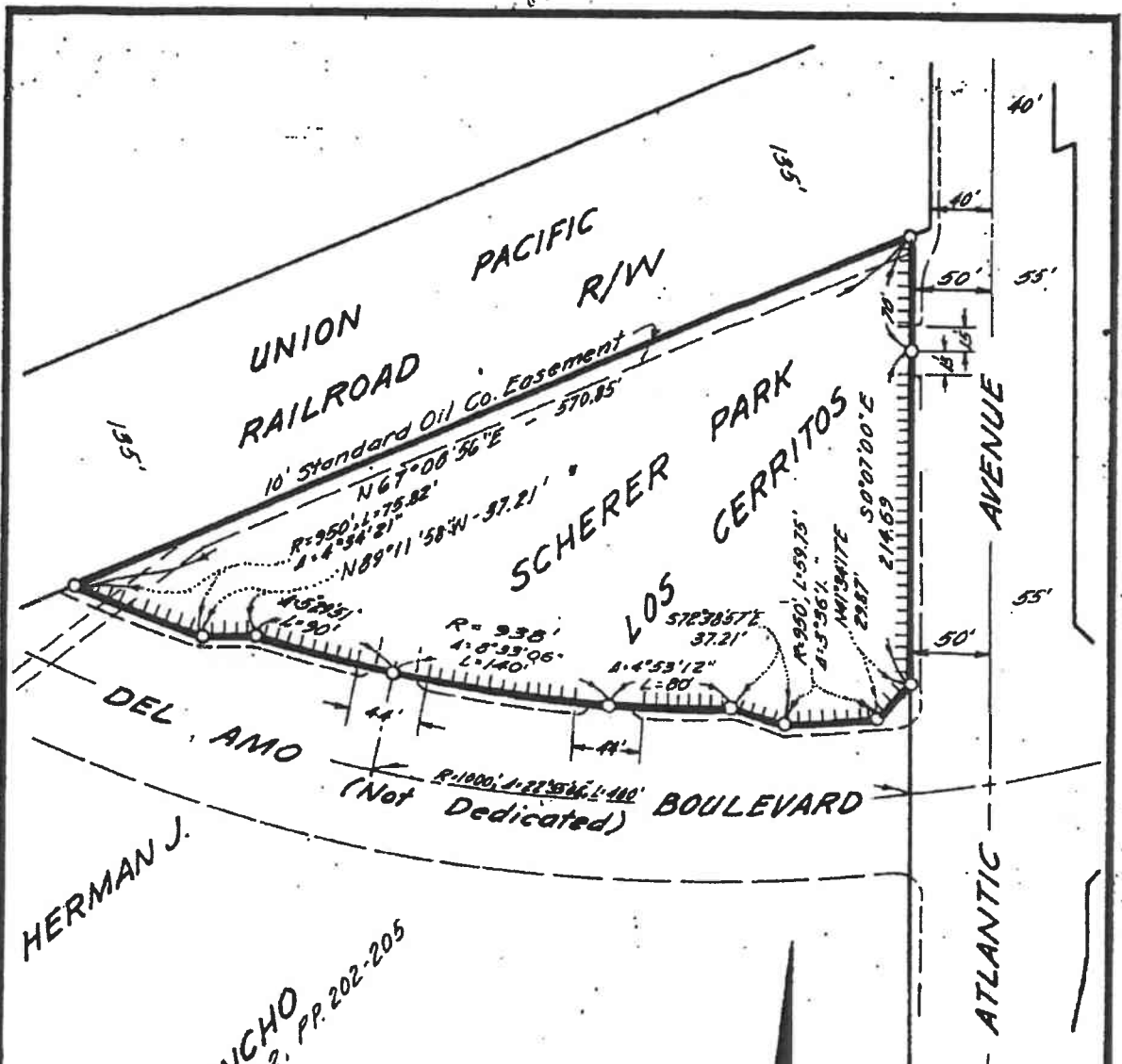
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"Lessor"

This Lease is approved as to form on July 22, 2015.

CHARLES PARKIN, City Attorney

By   
Deputy



RANCHO  
 Plat. Bk 2, PP. 202-205



Scale 1"=100'

Indicates No Vehicular Ingress Or Egress

Ref: City Engineers  
 Dwg. C-3786

EXHIBIT "A" Revised 12-29-75  
 M-1440

DESIGNED BY E.L. EHR. 1816.  
 DR. BY R. CK'D BY E.H.R.  
 SUBMITTED BY A.E. Carlson  
 SECTION HEAD

CITY OF LONG BEACH, CALIFORNIA  
 DEPARTMENT OF ENGINEERING  
 NORTH COMMUNITY BRANCH  
 Y.M.C.A. LEASE AREA

RECOMMENDED BY [Signature]  
 ASSISTANT CITY ENGINEER R.C.E. 11264

APPROVED 1-10 1976 [Signature]  
 CITY ENGINEER R.C.E. 7675





**2012 Fairfield Family YMCA Community Benefit**

**Direct Financial Assistance**

<b>Direct Aid to Individuals</b>	<b>Amount</b>	<b>Explanation</b>
YMCA Membership	\$ 27,337.00	Gives community members assistance on fees to use the YMCA to exercise and recreate when they cannot afford to pay full price
Child Care	\$ 34,154.00	Gives parents assistance on fees to provide Child Care for working parents when they cannot afford to pay full price for services
Youth Sports	\$ 17,579.00	Gives parents assistance on fees to send their child to Camp Oakes in Big Bear for a week of life changing fun, personal growth and recreational activities
Youth & Government	\$ 5,260.00	Gives parents assistance on fees to teach their child how to swim and reduce their risk of drowning when they cannot afford to pay full price for our fees
Day Camp	\$ 31,500.00	A unique program for high school teens that provides them with education skills and public speaking skills and trains them for success in their adult life
Subtotal for Direct Aid	\$ 8,683.00	Gives parents assistance on fees to provide Day Camp for working parents when they cannot afford to pay full price for services
	\$ 124,513.00	

**Indirect Aid (Subsidies)**

<b>Indirect Aid (Subsidies)</b>	<b>Amount</b>	<b>Explanation</b>
YMCA Memberships	\$ 128,610.00	Provide membership at no cost to our participants in Salsa, Sabor Y Salud which is a family health and wellness program for the Latino community; Provide membership at no cost to families who are enrolled in our child care and day camp programs
Child Care	\$ 45,650.00	The YMCA provides child care for parents who qualify for Children's Home Society. The agency does not pay 100% of Y fees and this is the amount that is not paid by the agency or parents
Youth Sports	\$ 5,000.00	This subsidy is for Team Julius which is a swim team for minority children and specifically targets inner city children for participation. Fees are greatly reduced due to parents inability to pay
Youth & Government	\$ 15,500.00	This subsidy covers the salaries of the lead advisor and assistant advisor which are charged to branch operations as well as administration costs for the Association
Family Strengthening	\$ 6,000.00	We provide 6 Family Fun Nights annually at no charge
Facilities use by community groups	\$ 3,000.00	Fees that are absorbed by the Y when community groups use the Y for free or a reduced fee
Community Outreach Programs	\$ 14,500.00	The Y provides three annual community days which are open to all community members and are free. Events include, Christmas Toy Give-Away (served 750 children); Halloween at the Y (served 320 children); Easter Pancake Breakfast & Egg Hunt (served 140 children); Healthy Kids Day (served 300 families)
Subtotal for Subsidies	\$ 218,260.00	
<b>Total 2012 Community Benefit</b>	<b>\$ 342,773.00</b>	