

35577

MANAGEMENT AGREEMENT

(340 Nieto Avenue)

1. Parties. The parties to this Management Agreement ("Agreement") are the City of Long Beach ("City"), and the Conservation Corps of Long Beach, a California non-profit corporation ("CCLB"). This Agreement is entered into as of May 1, 2020 pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 5, 2020. This Agreement supersedes in their entirety any existing agreements between City and CCLB relating to the Property (as defined below).
2. Management. CCLB agrees to manage and maintain certain City-owned real property located at 340 Nieto Avenue more particularly described in Exhibit "A" which is attached and by this reference made a part of this Agreement (the "Real Property"), which includes an approximate 10,961 square-foot building (the "Building", and together with the Real Property, the "Property"). The Property shall be used for (i) general office purposes, (ii) community conference space, and (iii) provision of environmental, community and social services and development of at-risk youth through work, service, conservation and education. CCLB shall have the right to license to, and/or authorize the use of the Property by, third-parties (including City) provided that such use otherwise complies with this Agreement. CCLB acknowledges City's current use of portions of the Property as a Councilmanic District field office, storage for City arts programs, and community conference space, and agrees that such uses shall continue throughout the term of this Agreement. CCLB agrees to comply with all statutes, ordinances, rules, orders, regulations of federal, state, county and city governments regulating the management of the Property by CCLB. CCLB will not use or permit the use of the Property in any manner that will create or tend to create a nuisance. The restrictions in this paragraph will apply to all agents, employees and licensees of CCLB.
3. Non-Property Interest. The parties understand and acknowledge that this Agreement is primarily a contract for services and this Agreement does not grant CCLB a recognizable property interest in or to the Property. CCLB shall have exclusive use of approximately ____ square feet of the Building for general office uses and the conduct of its management operations under this Agreement. CCLB's rights to the remaining portion of the Building shall be non-exclusive.
4. Term/Termination. The term of this Agreement shall commence on May 1, 2020 and expire on April 30, 2040. This Agreement may be terminated by either party at any time upon the delivery of thirty (30) days advance written notice.
5. Maintenance of Property. CCLB shall be obligated, at its own cost and expense, to (i) make repairs to the major elements of the building necessary for its intended use, including without limitation repairs to the HVAC systems and windows, and (ii) provide day-to-day maintenance to the Property in a manner

suitable for its intended use. CCLB may utilize grant funding received from third-parties to discharge its obligations under this Section.

6. Waiver of Claims. Neither the City of Long Beach, nor any of its officers, agents and employees (collectively "City"), will be liable and CCLB waives all claims for damage to persons or property sustained by CCLB or any occupant of the Property resulting from the Property or any part of it, becoming out of repair, resulting from any accident in or about the Property or resulting directly or indirectly from any act or neglect of CCLB, occupant or of any other person including CCLB's agents and employees. All property belonging to CCLB or any occupant of the Property will be there at the risk of CCLB or such other person only and City will not be liable for damages or theft or misappropriation. CCLB further expressly waives any rights to relocation benefits or other compensation pursuant to the California Relocation Act or applicable laws governing eminent domain.

7. Insurance.
 - A. As a condition precedent to the effectiveness of this Agreement, CCLB shall procure and maintain, at CCLB's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:
 - (a) Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its boards and commissions, and their officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04), and this insurance shall contain no special limitations on the scope of protection given to City, its boards and commissions, and their officials, employees and agents. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.
 - (b) Workers' Compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less

than \$1,000,000. This policy shall be endorsed to state that the insurer waives its right of subrogation against City, its boards and commissions, and their officials, employees and agents.

- (c) Professional liability or errors and omissions insurance in an amount not less than \$1,000,000 per claim.
 - (d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an amount not less than \$500,000 combined single limit per accident.
- B. Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.
- C. Each insurance policy shall be endorsed to state that coverage shall not be reduced, non-renewed or canceled except after thirty (30) days prior written notice to City, shall be primary and not contributing to any other insurance or self-insurance maintained by City, and shall be endorsed to state that coverage maintained by City shall be excess to and shall not contribute to insurance or self-insurance maintained by CCLB. CCLB shall notify City in writing within five (5) days after any insurance has been voided by the insurer or cancelled by the insured.
- D. If this coverage is written on a "claims made" basis, it must provide for an extended reporting period of not less than one hundred eighty (180) days, commencing on the date this Agreement expires or is terminated, unless CCLB guarantees that CCLB will provide to City evidence of uninterrupted, continuing coverage for a period of not less than three (3) years, commencing on the date this Agreement expires or is terminated.
- E. CCLB shall deliver to City certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, CCLB shall, within thirty (30) days prior to expiration of the insurance, furnish to City certificates of insurance and endorsements evidencing renewal of the insurance. City reserves the right to require complete certified copies of all policies of CCLB, at any time. CCLB shall make available to City's Risk Manager or designee all books, records and other information relating to this insurance, during normal business hours.
- F. Any modification or waiver of these insurance requirements shall only be made with the approval of City's Risk Manager or designee. Not more frequently than once a year, City's Risk Manager or designee may require that CCLB change the amount, scope or types of coverages required in

this Section if, in his or her sole opinion, the amount, scope or types of coverages are not adequate. The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Consultant's performance or as full performance of or compliance with the indemnification provisions of this Agreement.

8. Property Expenses. City shall pay for water furnished to the Property, and CCLB will pay for all other utilities and similar services furnished to the Property, including but not limited to electricity, gas, and telephone. CCLB will pay all taxes levied against CCLB or the Property, if any. CCLB acknowledges and understands that despite the stated intention of the parties, the County of Los Angeles or other taxing jurisdiction may determine that this Agreement constitutes an interest subject to a possessory interest tax, and in such event CCLB agrees it shall be solely liable for payment of all such possessory interest taxes.
9. Indemnity by CCLB. CCLB agrees that it will defend, protect and save and keep City, its officers, agents and employees forever harmless and indemnified against and from any penalty or damage or charges or other liability, whether occasioned by the actions or omissions of CCLB or those holding under CCLB from all claims, loss, cost, damage or expenses, including attorney's fees, arising out of or from any accident or other occurrence on or about the Property or arising out of any failure of CCLB in any respect to comply with and perform all the requirements and provisions of this Agreement.
10. Events of Default. It is expressly agreed that in the event that CCLB will fail, neglect or refuse to keep and perform any of the covenants, conditions, stipulations or agreements, covenanted and agreed to be kept and performed by it and if the default should continue for a period of more than ten (10) days after notice is given to CCLB by City, City shall have the right to cancel or annul this Agreement immediately.
11. Remedies Will Be Cumulative. All rights and remedies of City enumerated in this Agreement will be cumulative and none will exclude any other right or remedy allowed by law. Likewise, the exercise by City of any remedy provided for or allowed by law will not be to the exclusion of any other remedy.
12. Waiver. One or more waivers of any covenant, term or condition of this Agreement by either party will not be construed by the other party as a waiver of subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval will not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.
13. Anti-Discrimination. CCLB agrees that this Agreement is made and accepted on and subject to the following conditions: No person shall be subjected to discrimination on the basis of race, religion, national origin, color, age, gender,

sexual orientation, AIDS, HIV status, handicap or disability, in the licensing, transferring, use, occupancy, hiring, employment, tenure or employment of the Property. CCLB agrees that compliance with the Americans with Disabilities Act of 1990 ("ADA") shall be its sole responsibility and shall defend, indemnify and hold harmless City for any liability arising from failure to comply therewith.

14. Notices. Any and all notices to be given under this Agreement or required by law to be served on either of the parties may be given or served by certified mail deposited in the United States mail, postage prepaid, addressed as follows:

To City: City of Long Beach
 411 West Ocean Boulevard, 10th Floor
 Long Beach, California 90802
 Attention: City Manager

To CCLB: Conservation Corps of Long Beach
 340 Nieto Avenue
 Long Beach, CA 90814
 Attention: Dan Knapp, Executive Director

Any notices may be personally served on the party to be given notice. Any notice served by means of the United States mail will be effective from the date of mailing.

15. Entire Agreement. It is understood that there are no oral agreements between the parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations and understanding, if any, between the parties and none will be used to interpret or construe this Agreement.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first written above.

CITY OF LONG BEACH

Dated: July 15, 2020

By Sandra J. Sabum for
Thomas B. Modica

City Manager
EXECUTED PURSUANT

CITY TO SECTION 301 OF
THE CITY CHARTER
CONSERVATION CORPS OF LONG
BEACH

Dated: 6/2, 2020

By Paul Krupp

Dated: 6/11, 2020

By Jan Jan
CCLB

Approved as to form this 24 day of June, 2020.

CHARLES PARKIN, City Attorney
of the City of Long Beach

By [Signature]
Deputy City Attorney