

C-11

January 18, 2022

HONORABLE MAYOR AND CITY COUNCIL

City of Long Beach

California

RECOMMENDATION:

Authorize the City Manager, or designee, to execute all documents necessary to enter into a Lease with Camp Fire Angeles, to operate and maintain DeForest Park Community Center and Discovery Trails at 6255 DeForest Avenue, for a period of twenty years, from June 1, 2021 through May 31, 2041, with one ten-year option to renew. (District 9)

DISCUSSION

Camp Fire Angeles (Camp Fire), a 501(c)(3) nonprofit, has been serving young people and their families in the greater Long Beach area since 1923. The original Camp Fire volunteer-led groups continue to be the oldest, continuously operating program of the Council. Camp Fire is chartered to serve Long Beach, Artesia, Bellflower, Cerritos, and Signal Hill and recently has assumed jurisdiction of additional Los Angeles County cities. Camp Fire offers a variety of programs through community collaborations, including the WRAP (Winners Reaching Amazing Potential) afterschool program at six Long Beach Unified School District campuses and an afterschool program at DeForest Park. Camp Fire, located at 7070 East Carson Street, opened in 1969 through a lease with the City of Long Beach (City) as a result of property lost to the Artesia (91) Freeway in North Long Beach. Services provided at the Carson Street facility include day and inter-session camps and overnights, Camp Fire groups, Challenge Course trainings, and outdoor education as well as staff and volunteer training.

In 2018, the Parks and Recreation Commission (Commission) approved a right-of-entry permit to Camp Fire at DeForest Park to provide out-of-school programming, and subsequently to make improvements to the Community Center. On October 20, 2020, the City Council approved a right-of-entry permit to allow for the design and construction of the DeForest Park Discovery Trails (Discovery Trails). The right-of-entry permit allows Camp Fire to begin their construction process with the anticipation that the Parks, Recreation and Marine Department (Department) would enter a long-term lease with Camp Fire. The Discovery Trails, located in the northern section of DeForest Park, north of the existing Community Center building (Attachment A), will contain several small multipurpose group gathering spaces that branch off the pathway and can be variously used for youth camping, nature education, craft, and group discussion breakout areas by Camp Fire during scheduled program times and by other community and neighborhood groups during other available times.

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The Lease will contain the following major terms and conditions:

- Lessee: Camp Fire Angeles, a 501(c)3 nonprofit corporation.
- Premises: DeForest Park Community Center and Discovery Trails at 6255 DeForest Avenue.
- Use: To authorize the use of City-owned property at:
 - 6255 DeForest Avenue, including DeForest Park Community Center and Discovery Trails located at the north end of DeForest Park, and provided 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. Nothing in this lease shall prohibit Tenant from granting temporary use of the premises or a part thereof, from time to time, for special events, in areas of DeForest Park which are shared use outside of regularly scheduled Camp Fire program or event times and have been arranged through the Department of Parks, Recreation, and Marine (Department) permit section. "Temporary" shall mean no more than seventy-two (72) hours. Special events with alcohol will meet requirements for a Daily License from the California Department of Alcoholic Beverage Control, and Camp Fire will provide a copy of that license as documentation to the Department Director.
- Term: Twenty (20) years
- Renewal Options: One 10-year option, at the discretion of the Department and Tenant.
- Rent: Annual rent shall be \$24,570, the Lessee may receive rent credit in consideration of an ongoing public benefit for the operation, programming, maintenance, improvements, and payment of utilities at 6255 DeForest Avenue Community Center and Discovery Trails. Rent credits will be reviewed on an annual basis. Rent shall be adjusted 5 percent every five years.
- Hours of Operations:
The DeForest Park Community Center will mainly operate during park hours and for programming that includes afterschool programs, day camps, the occasional family and community events, and service projects on weekday mornings and evenings, weekends, and overnights. The Community Center will operate until the last activity has ended each day.

- Maintenance of Premises: Lessee, at all times, provides maintenance of the property which shall 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 Lessee 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 Property.
 - The DeForest Park Community Center and Discovery Trails (6255 DeForest Avenue) shall maintain the exterior perimeter up to 25' outside their Community Center footprint, to include pressure washing and landscaping. The Lessee will continue to manage the Community Center by keeping it in a good state of repair, and in a good, neat, orderly, and sanitary condition. Lessee shall have access, at all times, to the exterior facing public restrooms adjacent to the Community Center, during operational hours, serving both community partners at DeForest and shall maintain same in good and sanitary order during its operating hours. Additionally, Lessee will solely be responsible for the construction of the Discovery Trails and operation and maintenance of the Discovery Trails during hours in which it conducts programs.
- Laws and Other: Lessee shall apply and pay for, and follow all applicable local, regional, State, and federal laws, codes, regulations, requirements, and health orders necessary to manage and operate this property. In addition, if during the term of this lease, any law, rule, or regulation becomes effective the provisions of which so restrict the uses to which Premises can be put that Tenant is unable to use or successfully operate the Premises in the manner contemplated herein, then Tenant may terminate this Lease with thirty (30) days prior notice to the Landlord.
- Fingerprinting: Pursuant to Department policies regarding adult activity with children on Department property, Lessee shall ensure that all Lessee's staff, teachers, and volunteers are fingerprinted through Live Scan as a part of the background check process prior to teaching and/or interacting with children.
- ADA Access: Lessee shall be solely responsible for ensuring that the Premises 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, the Lessee shall not discriminate against any person or group on the basis of race, religion, national origin, color, age, gender, sexual orientation, gender identity, 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 shall provide bi-annual reports to the Department at six-month intervals at dates established by the Landlord, covering accomplishments for that six-month period.
- Construction of Work: Lessee will not undertake construction, alteration, or changes on or to the Premises without the prior written approval of the Department. Lessee will not begin work until the Department has obtained all necessary governmental permits, environmental or regulatory agency written consent, licenses. Lessee will give at least ten (10) days' notice to the Department prior to any commencement of approved work on the Premises. Lessee will keep the Premises free of any mechanic's liens for any work done, labor performed, or material furnished by the Lessee. The Department reserves the right to construct, maintain, operate, replace, and remove storm drains, water pipelines, sewer lines, and pole lines, to drill, maintain and operate water wells, to place, maintain and operate necessary pumping plants and appurtenances.
- Utilities and Maintenance Costs: As it relates to DeForest Park Community Center and Discovery Trails, Lessee will install separate irrigation and be responsible for the ground maintenance of the Discovery Trails. In addition, the Lessee will be responsible for gas and electric at the DeForest Park Community Center.
- 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 liaison through which the Department will communicate.
- Publicity and Social Media: Where possible, the Department will assist Camp Fire with the promotion and marketing of activities and events. The Department and Camp Fire 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 Camp Fire will jointly review any perceived negative behavior and/or written posting to 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 for capital funds to public agency funders, Camp Fire 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 Discovery Trails.

The Commission approved this recommendation on October 21, 2021, to enter into the Lease for the operation and maintenance of DeForest Park Community Center and Discovery Trails at 6255 DeForest Avenue.

The matter was reviewed by Deputy City Attorney Anita Lakhani on January 3, 2022 and by Budget Analysis Officer Greg Sorensen on December 30, 2021.

TIMING CONSIDERATION

City Council action is requested on January 18, 2021, to allow for the timely execution of the Lease.

FISCAL IMPACT

Under the lease, annual rent payment to the City will be credited due to an ongoing public benefit through programming, maintenance, improvements, utilities, and services costs provided by Camp Fire Angeles. Rent credits will be reviewed on an annual basis. Should operations no longer provide a public benefit, Camp Fire Angeles must remit annual rent payment of \$24,570 to the City with a 5 percent increase of rent adjusted every five-years. Camp Fire Angeles will be responsible for all costs related to their operations at the DeForest Park Community Center and Discovery Trails. The term of the lease is 20 years with an option to extend it an addition 10 years. When the lease concludes, it is anticipated that the operating and maintenance costs will be the responsibility of the City. The estimated costs and funding source are currently unknown. This recommendation has no staffing impact beyond the normal budgeted scope of duties and is consistent with existing City Council priorities. There is no local job impact associated with this recommendation.

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SUGGESTED ACTION:

Approve recommendation.

Respectfully submitted,



BRENT DENNIS
DIRECTOR OF PARKS, RECREATION & MARINE

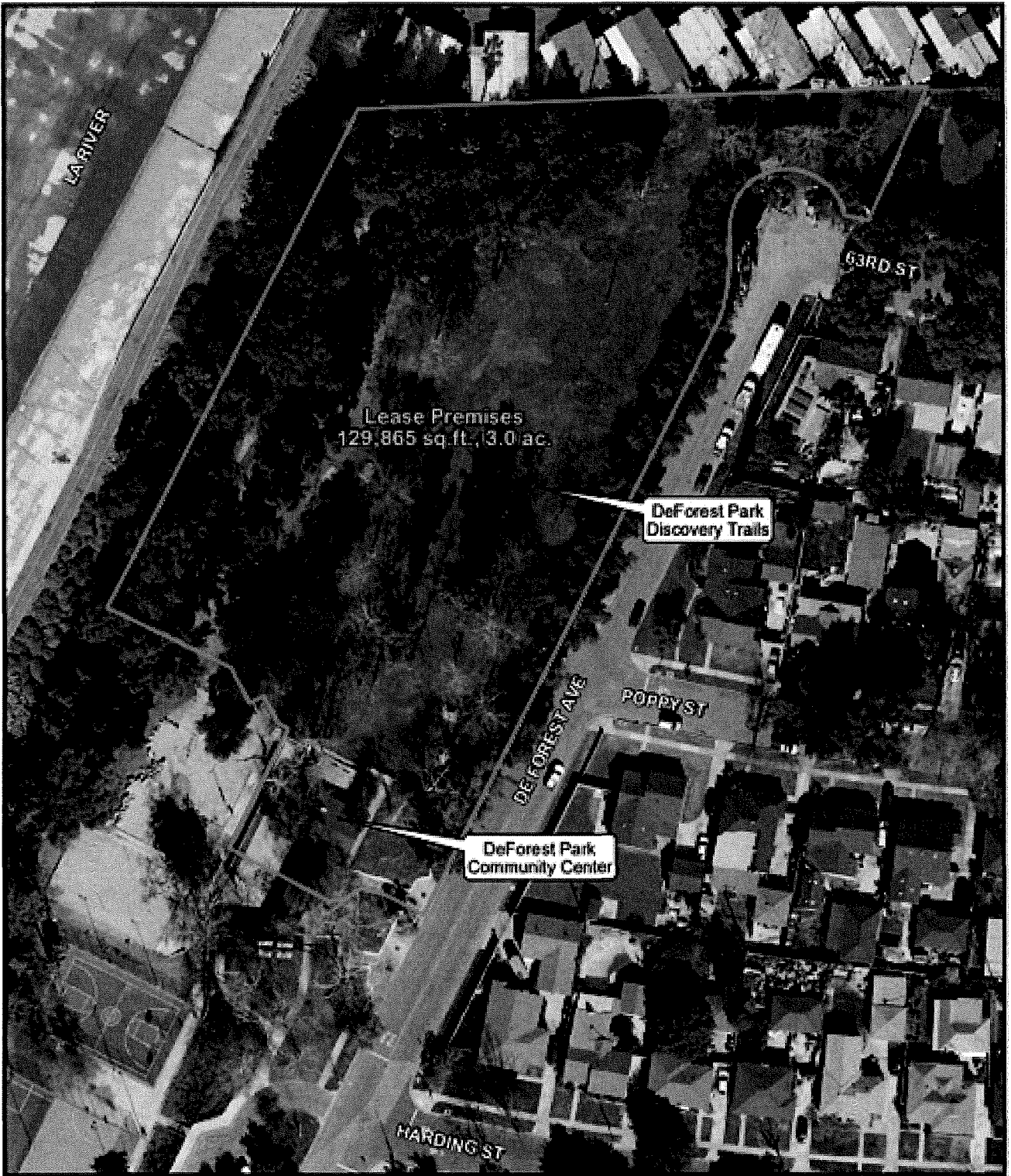
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Attachment A – Camp Fire Angeles Community Center and Discovery Trails

APPROVED:



THOMAS B. MODICA
CITY MANAGER



ATTACHMENT A

6255 DeFOREST AVE COMMUNITY CENTER AND DISCOVERY TRAILS

