

THIRD AMENDMENT TO LEASE NO. 32944

32944

THIS THIRD AMENDMENT TO LEASE NO. 32944 is made and entered, in duplicate, as of January 22, 2020 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 21, 2020, by and between FRIENDS OF COLORADO LAGOON, a nonprofit for public benefit corporation ("Lessee") whose address is 6475 Pacific Coast Highway, #252, Long Beach, California 90803, and the CITY OF LONG BEACH, a municipal corporation ("City" or "Lessor").

WHEREAS, Lessee is dedicated to promoting the maintenance of the Colorado Lagoon in tandem with the Department of Parks, Recreation and Marine ("Department") to ensure a healthy balance between recreation, flood management, water quality, wildlife habitat, and native plants at the Lagoon, as well as Lagoon restoration-related activities including re-vegetation, fundraising and general advocacy; and

WHEREAS, Lessee and Lessor (the "Parties") executed Lease No. 32944 (the "Lease") wherein Lessor agreed to lease Lessee a facility commonly known as the Colorado Lagoon Wetland and Marine Science Education Center, located at 5119 E. Colorado Street, from which to provide such activities; and

WHEREAS, the Parties entered into a First Amendment to the Lease to extend the term to September 30, 2016; and

WHEREAS, the Parties entered into a Second Amendment to the Lease to extend the term to September 30, 2018; and

WHEREAS, the Parties desire to extend the term and amend various provisions of the Lease;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein contained, the Parties agree as follows:

1. Section 2 of the Lease is hereby amended to read as follows:

"2. Rent. In lieu of fair market rent and in recognition of this

1 partnership, Lessee will continue to pay rent in the amount of One Dollar (\$1.00) per
2 year, due in advance on the 1st day of March, and will conduct educational
3 programming, general advocacy, revegetation and ongoing maintenance of the
4 Permit Area and Building, and other mutually agreed to areas of the Colorado
5 Lagoon."

6 2. Section 3 of the Lease is hereby amended to read as follows:

7 "3. Term. The term of this Lease shall begin at midnight on
8 October 1, 2012, and shall terminate on September 30, 2021. The term may be
9 renewed for two (2) additional two-year periods, at the discretion of the City
10 Manager."

11 3. Section 5.7 is hereby added to the Lease to read as follows:

12 "5.7 Keys. Lessee will be allowed to use the Premises and Building
13 for meetings as needed. City-provided keys to the Building will be maintained by
14 the Lessee President, Lessee Secretary and Lessee subcontractor."

15 4. Section 6.3 is hereby added to the Lease to read as follows:

16 "6.3 Annual Inventory and Inspection. City FF&E in the Building
17 includes cabinets, light fixtures, water heater, shelves, toilet and a sink. City may,
18 at its discretion, conduct annual inventories of the City FF&E and of the Premises
19 and Building needed maintenance."

20 5. Section 7 of the Lease is hereby amended to read as follows:

21 "7. Maintenance. Lessor shall be responsible for the reasonable
22 general maintenance of the Premises and Building, including the exterior and
23 interior paint, interior flooring, exterior murals, roof, doors, electrical, plumbing and
24 its City FF&E. Lessee will be responsible for keeping the interior and exterior of the
25 Building clean and free and clear of all hazards. In addition to Lessor's annual
26 inspection, Lessee will notify Lessor if City-provided maintenance is required.
27 Lessee will not make any repairs at the expense of Lessor. Should the Premises or
28 Building need substantial capital improvements or repairs, Lessor, at its option, may

1 make those repairs, or may notify Lessee that Lessor will not make the repairs.
2 Lessee will have the right to terminate the Lease by giving Lessor fifteen (15) days
3 advance written notice."

4 6. Section 18 of the Lease is hereby amended to read as follows:

5 "18. Advertising and Signage. Advertising will not be allowed on or
6 at the Premises, Building, or Permit Area. Limited signage directly related to
7 Lessee's restoration or programming may be displayed in the Permit Area and
8 Building, as approved in advance and in writing by the Director."

9 7. Section 29 of the Lease is hereby amended to read as follows:

10 "29. Grants or Grant Applications. Lessee's programming is
11 primarily grant-funded. Should Lessee identify a grant funding opportunity that
12 obligates the City in any way, Lessee will send a written notification of the grant
13 opportunity to the Department at least two (2) weeks prior to the grant deadline to
14 seek written permission to apply for funding. The Department will review Lessee's
15 request, the grant criteria, consider other Department programming and facilities'
16 needs, and will respond within four (4) business days. City reserves the right to
17 deny the request if the grant performance measures are not financially or
18 operationally feasible, or unreasonably burdensome for any other reason, or
19 violates City policies for obligating to fulfill grant requirements of the City without City
20 Council approval."

21 8. Section 31 is hereby added to the Lease to read as follows:

22 "31. Livescan. Pursuant to City policies regarding adult interactivity
23 with children in parks, Lessee shall ensure that all of its staff, volunteers,
24 contractors, and agents (one-time special event volunteers are excluded) are
25 LiveScanned prior to interacting with youth. When available, City shall perform the
26 Livescans and/or refer the LiveScanees to alternative City Livescan sites."

27 9. Section 32 is hereby added to the Lease to read as follows:

28 "32. Identification. Lessee will maintain a copy of all Permit and

1 Lease documents at the Permit Area and Building. Lessee's subcontractor will also
2 maintain a copy of all Permit and Lease documents on hand/in vehicle(s), which will
3 be available to the public upon request. When working in the Permit Area and
4 Building, Lessee and its subcontractors will be clearly identifiable through their
5 clothing, vests or identification badges."

6 10. Section 33 is hereby added to the Lease to read as follows:

7 "33. Reporting. Lessee will provide City with a mid-year and an
8 annual report, which outlines the frequency, type, participation, and scope of all
9 education programming and restoration events performed during the year."

10 11. Section 34 is hereby added to the Lease to read as follows:

11 "34. Communication and Meeting Attendance. Lessee's point of
12 contact with the City will be Lessee's President, unless the President designates
13 another representative. As requested, Lessee will send a representative to all City
14 meetings regarding the Building and Permit Area as Lessee's schedule permits."

15 12. Except as expressly amended herein, all terms and conditions in
16 Lease No. 32944 are ratified and confirmed and shall remain in full force and effect.

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4511

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

FRIENDS OF COLORADO LAGOON, a
nonprofit for public benefit corporation

July 7, 2020

By [Signature]
Name Heather Altman
Title President

July 7, 2020

By [Signature]
Name Christine Whitcraft
Title vice president

"Lessee"

CITY OF LONG BEACH, a municipal
corporation

January 13, ~~2020~~ ²⁰²¹

By [Signature]
City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

"Lessor"

This Third Amendment to Lease No. 32944 is approved as to form on

SEPT. 11, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy