AGENDA

REGULAR CITY COUNCIL MEETING COUNCIL CHAMBERS 5000 CLARK AVENUE LAKEWOOD, CALIFORNIA

February 11, 2025, 7:30 p.m.

CALL TO ORDER

INVOCATION: Pastor Chris Kirish, Renovate Church

PLEDGE OF ALLEGIANCE: Scout Troop 4513

ROLL CALL: Mayor Todd Rogers

Vice Mayor Cassandra Chase Council Member David Arellano Council Member Steve Croft Council Member Jeff Wood

ANNOUNCEMENTS AND PRESENTATIONS:

ROUTINE ITEMS:

All items listed within this section of the agenda are considered to be routine and will be enacted by one motion without separate discussion. Any Member of Council may request an item be removed for individual discussion or further explanation. All items removed shall be considered immediately following action on the remaining items.

- RI-1 MEETING MINUTES It is recommended the City Council approve Minutes of the Meetings held December 10, 2024, and January 28, 2025
- RI-2 PERSONNEL TRANSACTIONS It is recommended the City Council approve report of personnel transactions.
- RI-3 REGISTERS OF DEMANDS It is recommended the City Council approve registers of demands.
- RI-4 MEETING REPORTS AND AUTHORIZATIONS PURSUANT TO AB1234 It is recommended the City Council receive and file the report.
- RI-5 APPROVAL OF REINSTATEMENT AND AMENDMENT #1 TO COUNTY OF LOS ANGELES LEASE NO. 78352 FOR CITY-PROPERTY LOCATED AT 6600 EAST DEL AMO BLVD., AND COMMONLY REFERRED TO AS GEORGE NYE, JR. PUBLIC LIBRARY It is recommended the City Council authorize the Mayor and City Clerk to execute Reinstatement and Amendment #1 to County Lease No. 78352 with the County of Los Angeles to continue leasing the property at 6600 East Del Amo Boulevard for public library services for a period of 10 years from the date of administerial approval from the County's Chief Executive Office. The Lease Agreement along with the attached Reinstatement and Amendment #1 are subject to approval as to legal form by the City Attorney.

City Council Agenda

February 11, 2025 Page 2

REPORTS:

- 3.1 ADOPTION OF 2025 LEGISLATIVE PLATFORM It is recommended the City Council adopt the Legislative Platform for 2025.
- 3.2 LAKEWOOD YOUTH HALL OF FAME PROGRAM It is recommended the City Council receive and file the report.

ORAL COMMUNICATIONS:

ADJOURNMENT

In compliance with the Americans with Disabilities Act, if you are a qualified individual with a disability and need an accommodation to participate in the City Council meeting, please contact the City Clerk's Office, 5050 Clark Avenue, Lakewood, CA, at 562/866-9771, ext. 2200; or at cityclerk@lakewoodcity.org at least 48 hours in advance to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

Agenda items are on file in the Office of the City Clerk, 5050 Clark Avenue, Lakewood, and are available for public review during regular business hours. Any supplemental material distributed after the posting of the agenda will be made available for public inspection during normal business hours in the City Clerk's Office. For your convenience, the agenda and the supporting documents are available in an alternate format by request and are also posted on the City's website at www.lakewoodcity.org

Routine Item 1 – City Council Minutes will be available prior to the meeting.

COUNCIL AGENDA

February 11, 2025

TO:

The Honorable Mayor and City Council

SUBJECT: Report of Personnel Transactions

	Name	<u>Title</u>	Schedule	Effective <u>Date</u>
	L-TIME EMPLOYEES			
А.	Appointments Aldo Cervantes	Dir of Community Development	EDCD	01/27/2025
B,	Changes			
	Vandy Doeun	Tree Trimmer II Tree Lead Worker	15A to 18A	02/02/2025
	April Johnson	Community Relations Manager Public Information Officer	28B to 40B	02/02/2025
C.	Separations None			
PAI	RT-TIME EMPLOYEES			
A.	Appointments Stephanie Galvan	Public Safety Officer I	В	02/04/2025
В.	Changes None			
C.	Separations Alanecia Hall	Paratransit Vehicle Operator III	В	01/09/2025

Thaddeus McCormack PB fatted City Manager

CITY OF LAKEWOOD FUND SUMMARY 1/30/2025

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be pald by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

		1,052,826.71
8030	TRUST DEPOSIT	12,809.09
8020	LOCAL REHAB LOAN	16,228.00
7 500	WATER UTILITY FUND	102,489.12
5030	FLEET MAINTENANCE	8,776.19
5020	CENTRAL STORES	2,493.95
5010	GRAPHICS AND COPY CENTER	89,57
3070	PROPOSITION "C"	10,903.60
3060	PROPOSITION "A"	28,775.00
1622	LA CNTY MEASURE M	55.79
1621	LA CNTY MEASURE R	168,511.09
1090	LAKEWOOD EQUESTRIAN CENTER	10,584.42
1030	CDBG CURRENT YEAR	708.33
1015	SPECIAL OLYMPICS	251.51
1010	GENERAL FUND	690,151.05

Council Approval	Date	City Manager
	Date	Oity Manager
Attest		
	City Clerk	Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
01/30/2025	SHAKER NERMINE	1,925.00
01/30/2025	AMAZON CAPITAL SERVICES INC	3,546.44
01/30/2025	ARC DOCUMENT SOLUTIONS LLC	491.05
01/30/2025	ARDURRA GROUP INC	11,724.60
01/30/2025	AREA E CIVIL DEFENSE &	8,647.00
01/30/2025	B & H FOTO & ELECTRONICS CORP	190.66
01/30/2025	BRIZUELA XOCHITL	617.50
01/30/2025	BROWN, BONNIE	301.60
01/30/2025	CAL BOWL ENTERPRISES LLC	273.70
01/30/2025	CAL STATE AUTO PARTS INC	761.15
01/30/2025	CALIF. STATE DISBURSEMENT UNIT	680.76
01/30/2025	CALIF STATE FRANCHISE TAX BOARD	150.34
01/30/2025	CALIFORNIA DEBT AND INVESTMENT ADVISORY	2,625.00
01/30/2025	CARB/PERP	735.00
01/30/2025	CERRITOS, CITY OF	19,184.19
01/30/2025	CINTAS CORPORATION	68.09
01/30/2025	CJ CONCRETE CONSTRUCTION INC	161,001.29
01/30/2025	COLOR CARD ADMINISTRATOR CORP	37.54
01/30/2025	CORODATA SHREDDING INC	41.95
01/30/2025	CUOMO, BIAGIO	20.95
01/30/2025	DICKSON R F CO INC	2,729.86
01/30/2025	DIRECTV INC	1,059.88
01/30/2025	FLEMMING CAROL COSTUME DESIGN	395.00
01/30/2025	FLUE STEAM INC	241.00
01/30/2025	FLUID CONSERVATION SYSTEMS INC	49,999.57
01/30/2025	FONTELA, THAO	1,879.80
01/30/2025	FUN EXPRESS LLC	745.45
01/30/2025	GALLS PARENT HOLDINGS LLC	127.17
01/30/2025	GARIBALDO'S NURSERY	4,112.32
01/30/2025	GOLDEN STATE WATER COMPANY	10,136.41
01/30/2025	HEALTHPOINTE MEDICAL GROUP INC	150.00
01/30/2025	HIRSCH & ASSOCIATES INC	1,778.00
01/30/2025	HOME DEPOT	4,082.94
01/30/2025	HUMAN SERVICES ASSOCIATION	708.33
01/30/2025	INFOSEND INC	605.03
01/30/2025	KICK IT UP KIDZ LLC	508.95
01/30/2025	LAKEWOOD, CITY OF	92.20
01/30/2025	LONG BEACH PUBLIC TRANSPORTATION CO	28,775.00
01/30/2025	LOS ANGELES CO ASSESSOR	30.00
01/30/2025	LOS ANGELES CO DEPT OF HEALTH SVCS	666.00
01/30/2025	LOS ANGELES CO SHERIFFS DEPT	85,918.42
01/30/2025	LA COUNTY DEPT OF PUBLIC WORKS	262,266.08
01/30/2025	LEON MANUEL	680.00
01/30/2025	MC ENROE. BARBARA	329.55

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME	CHECK AMOUNT
01/30/2025	MERRIMAC PETROLEUM INC	3,247.73
01/30/2025	MILLER DON & SONS	1,069.81
01/30/2025	MJ BUSINESS INC	2,185.00
01/30/2025	MOORE IACOFANO GOLTSMAN INC	18,998.24
01/30/2025	MOSES-CALDERA, ISABEL	581.10
01/30/2025	NESTLE WATERS NORTH AMERICA	213.03
01/30/2025	NOBLE R.J. COMPANY	10,469.55
01/30/2025	O'REILLY AUTOMOTIVE STORES INC	769.19
01/30/2025	OCEAN BLUE ENVIRONMENTAL SERVICES	1,609.99
01/30/2025	ODP BUSINESS SOLUTIONS LLC	629.73
01/30/2025	BAR NONE GROUP INC	1,890.20
01/30/2025	PASADENA CONSULTING GROUP LLC	4,600.00
01/30/2025	JOYCE LOU INC	10,274.61
01/30/2025	PETTY CASH/ ANDREW CAMACHO	2,054.34
01/30/2025	SR BRAY LLC	125.00
01/30/2025	S & J SUPPLY CO	694.59
01/30/2025	SCMAF OFFICE	650.00
01/30/2025	SHARP ELECTRONICS CORPORATION	227.06
01/30/2025	SITEONE LANDSCAPE SUPPLY LLC	936.11
01/30/2025	SMART & FINAL INC	14.99
01/30/2025	SO CALIF SECURITY CENTERS INC	10,620.54
01/30/2025	SOUTHLAND INDUSTRIES	1,920.00
01/30/2025	ARIZONA MACHINERY LLC	417.28
01/30/2025	SYKAHUA TEMUJIN	321.75
01/30/2025	WESTERN EXTERMINATOR COMPANY	1,375.26
01/30/2025	THE HITT COMPANIES	36.17
01/30/2025	TOP HAT BALLOON WERKS LLC	517.20
01/30/2025	TUMBLE-N-KIDS INC	13,295.75
01/30/2025	U S BANK NATIONAL ASSOCIATION	42,974.03
01/30/2025	CELLCO PARTNERSHIP	591.69
01/30/2025	WAMBA. DIANE B	301.60
01/30/2025	WATANABE, BRYCE	1,692.60
01/30/2025	WATER SYSTEM SERVICES LLC	530.75
01/30/2025	WATERLINE TECHNOLOGIES INC	3,899.10
01/30/2025	WAXIE ENTERPRISES INC	957.36
01/30/2025	WEATHERPROOFING TECHNOLOGY INC	56,065.00
01/30/2025	WEST COAST ARBORISTS INC	122,674.20
01/30/2025	WILBER, BILL	25.00
01/30/2025	WILLDAN ASSOCIATES	5,294.00
01/30/2025	WOOD RODGERS INC	7,972.50
01/30/2025	WYNN. LAKYN	136.50
01/30/2025	ACCURATE ROOFING INSTALLATIONS INC	290.79
01/30/2025	ALLEN. MONIOUE	250.00
01/30/2025	AOUAWEST AIR CONDITIONING & HEATING	16,228.00

CITY OF LAKEWOOD SUMMARY CHECK REGISTER

CHECK DATE	VENDOR NAME		CHECK AMOUNT
01/30/2025	DOMINGO. REYMARK		86.53
01/30/2025	KIENAPFEL. CHRISTIAN		2,968.30
01/30/2025	RAMOS, PATRICIA		575.82
01/30/2025	SEVILLA, ELIZABETH		90.00
01/30/2025	EDCO WASTE SERVICES LLC		15,323.80
01/30/2025	EDCO WASTE SERVICES LLC		10,514.15
01/30/2025	LAKEWOOD CITY EMPLOYEE ASSOCIATION		2,600.00
		Total:	1,052,826.71

CITY OF LAKEWOOD SUMMARY ACH/WIRE REGISTER JANUARY 2025

ACH date	Amount	Recipient	Purpose	Period
1/3/25	\$683.10	The Technology Depot	Communications Services 1 of 3	January 2025
1/7/25	\$139,459.33	CalPERS	Employee Medical Premiums	January 2025
1/8/25	\$136,225.37	CalPERS	Payroll - Retirement Plan	Dec 8-21, 2024
1/8/25	\$639,594.56	Various	Employee Payroll	Dec 22-Jan 4, 2025
1/8/25	\$114,451.46	IRS via F&M	Payroll - Federal Taxes	Dec 22-Jan 4, 2025
1/9/25	\$32,867.28	EDD	Payroll - State Taxes	Dec 22-Jan 4, 2025
1/9/25	\$2,250.00	CalPERS	GASB 68 Report	January 2025
1/10/25	\$696.66	LB Meals on Wheels	Monthly Contribution	November 2024
1/10/25	\$12,653.66	VOYA 401A	Payroll -Deferred Compensation	Dec 22-Jan 4, 2025
1/10/25	\$44,901.70	VOYA 457B	Payroll - Deferred Compensation	Dec 22-Jan 4, 2025
1/10/25	\$3,425.00	PARS via U.S. Bank	Payroll - Retirement Plan ${f 1}$ of ${f 3}$	Dec 22-Jan 4, 2025
1/10/25	\$4,487.99	PARS via U.S. Bank	Payroll - Retirement Plan 2 of 3	Dec 22-Jan 4, 2025
1/10/25	\$5,824.05	PARS via U.S. Bank	Payroll-Retirement Plan 3 of 3	January 2025
1/10/25	\$1,865.20	MidAmerica	Retiree Medical Benefit	Dec 22-Jan 4, 2025
1/17/25	\$696.66	LB Meals on Wheels	Monthly Contribution	December 2024
1/17/25	\$200.00	LA-RICS	P.S. Radio Service Subscription	January 2025
1/17/25	\$25,684. 66	MidAmerica	Retiree Medical Benefit	January 2025
1/21/25	\$4,000,000.00	CAMP	City Investment Deposit	January 2025
1/22/25	\$686,128.23	Various	Employee Payroll	Jan 5-18, 2024
1/22/25	\$118,478.32	IRS via F&M	Payroll - Federal Taxes	Jan 5-18, 2024
1/23/25	\$12,226.86	VOYA 401A	Payroll -Deferred Compensation	Jan 5-18, 2024
1/23/25	\$42,547.70	VOYA 457B	Payroll - Deferred Compensation	Jan 5-18, 2024
1/23/25	\$7,828.45	PARS via U.S. Bank	Payroll - Retirement Plan 1 of 1	Jan 5-18, 2024
1/23/25	\$3,506.02	MidAmerica	Retiree Medical Benefit	Jan 5-18, 2024
1/23/25	\$33,750.94	EDD	Payroll - State Taxes	Jan 5-18, 2024
1/27/25	\$304,018.00	CalPERS	Payro II-UAL	December 2024
1/27/25	\$132,398.66	CalPERS	Payroll - Retirement Plan	Dec 22-Jan 4, 2025
1/27/25	\$137,227.96	CalPERS	Payroll - Retirement Plan	Jan 5-18, 2024
1/28/25	\$2,500,000.00	CAMP	City Investment Deposit	January 2025

Council Approval		
	Date	City Manager
Attest:		
	City Clerk	Director of Finance & Administrative Services

CITY OF LAKEWOOD FUND SUMMARY 2/6/2025

In accordance with section 2521 of the Lakewood Municipal Code, presented herewith is a summary of obligations to be paid by the City of Lakewood. Each of the following demands has been audited by the Director of Finance and Administrative Services and approved by the City Manager.

		400,453.56
8030	TRUST DEPOSIT	4,809.84
8020	LOCAL REHAB LOAN	450.00
7500	WATER UTILITY FUND	21,288.07
5030	FLEET MAINTENANCE	2,129.12
5020	CENTRAL STORES	2,904.25
5010	GRAPHICS AND COPY CENTER	623.31
3070	PROPOSITION "C"	165.00
3060	PROPOSITION "A"	27,099.00
1622	LA CNTY MEASURE M	16,072.00
1505	PLHA HOUSING GRANT	2,200.00
1500	MISC-SPECIAL REVENUE FUND	10,635.00
1090	LAKEWOOD EQUESTRIAN CENTER	1,185.53
1010	GENERAL FUND	310,892.44

Council Approval		
	Date	City Manager
Attest		
	City Clerk	Director of Finance and Administrative Services

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
02/06/2025	THE TECHNOLOGY DEPOT	1,836.74
02/06/2025	4IMPRINT	5,358.58
02/06/2025	ADVANTAGE MAILING LLC	16,145.67
02/06/2025	HEALTH AND HUMAN RESOURCES CENTER INC	293.22
02/06/2025	AIRBORNE PUBLIC SAFETY ASSOCIATION	62.00
02/06/2025	ALAN'S LAWN AND GARDEN CENTER INC	131.79
02/06/2025	ALL CITY MANAGEMENT SERVICES INC	23,508.49
02/06/2025	AMAZON CAPITAL SERVICES INC	294.78
02/06/2025	AMERICAN INTERNATIONAL GROUP INC	334.90
02/06/2025	ANGELS BASEBALL LP -GROUP SALES	3,275.00
02/06/2025	ARC DOCUMENT SOLUTIONS LLC	5,731.75
02/06/2025	BEGINNERS EDGE SPORTS TRAINING LLC	2,092.35
02/06/2025	BIG STUDIO INC	566.13
02/06/2025	BIOMETRICS4ALL INC	974.25
02/06/2025	TWO SHELLS ENTERPRISES INC	124.00
02/06/2025	CAL STATE AUTO PARTS INC	67.65
02/06/2025	SEMA INC	623.31 79.63
02/06/2025	CINTAS CORPORATION	79.03 1 9 9.50
02/06/2025	CINTAS CORPORATION	78.00
02/06/2025	CLAVERIE. COURTNEY DAY COUCH, RON JR	240.00
02/06/2025 02/06/2025	DELTA DENTAL INSURANCE COMPANY	839.13
02/06/2025	DELTA DENTAL OF CALIFORNIA	8,588.94
02/06/2025	DICKSON R F CO INC	53,749.16
02/06/2025	DISNEYLAND RESORT TICKET	22,140.00
02/06/2025	DUNRITE PEST CONTROL INC	2,400.00
02/06/2025	GEMINI GROUP LLC	3,695.00
02/06/2025	GRAINGER WWINC	275.74
02/06/2025	HARA M LAWNMOWER CENTER	735.33
02/06/2025	HDL COREN & CONE	5,362.50
02/06/2025	HIRSCH & ASSOCIATES INC	18,278.00
02/06/2025	HOME DEPOT	1,629.62
02/06/2025	ADRIANA Y LOPEZ	10,635.00
02/06/2025	JHM SUPPLY INC	415.32
02/06/2025	JONES RICHARD D. A PROF LAW CORP	387.06
02/06/2025	KICK IT UP KIDZ LLC	526.50
02/06/2025	KILEY GREGORY THOMAS	3,750.00
02/06/2025	CEDAR FAIR	5,625.00
02/06/2025	LAKEWOOD, CITY OF	100.00
02/06/2025	LANDCARE HOLDINGS INC	8,315.00
02/06/2025	LIFTECH ELEVATOR SERVICES INC	469.00
02/06/2025	LONG BEACH PUBLIC TRANSPORTATION CO	27,099.00
02/06/2025	LOS ANGELES CO SHERIFFS DEPT	60,233.30
02/06/2025	MACAULAY CHRISTINA	275.00
02/06/2025	MAINTEX INC	375.14

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME	CHECK/EFT AMOUNT
02/06/2025	ROMAN, CASSIDY	0.01
02/06/2025	LEON MANUEL	945.00
02/06/2025	MARKLEY, ELIZABETH	234.00
02/06/2025	MC MASTER-CARR SUPPLY CO	365.15
02/06/2025	MILLER DON & SONS	305.37
02/06/2025	MJ BUSINESS INC	1,775.00
02/06/2025	ODP BUSINESS SOLUTIONS LLC	701.92
02/06/2025	OSCAR'S ELECTRIC INC	4,610.00
02/06/2025	DY-JO CORPORATION	570.00
02/06/2025	PAYMENTUS CORPORATION	10,660.72
02/06/2025	US BANCORP ASSET MANAGEMENT INC	3,165.74
02/06/2025	SR BRAY LLC	125.00
02/06/2025	RAYVERN LIGHTING SUPPLY CO INC	48.40
02/06/2025	S & J SUPPLY CO	1,797.09
02/06/2025	SITEONE LANDSCAPE SUPPLY LLC	125.57
02/06/2025	EPICENT LLC	4,800.00
02/06/2025	SMART & FINAL INC	126.79
02/06/2025	SO CALIF SECURITY CENTERS INC	429.03
02/06/2025	SOUTHERN CALIFORNIA EDISON CO	1,058.76
02/06/2025	SOUTHERN CALIFORNIA EDISON CO	126.77
02/06/2025	SPASEFF TED C	240.00
02/06/2025	SPENCER. GORDON	600.45
02/06/2025	STANDARD INSURANCE CO UNIT 22	2,233.50
02/06/2025	STANDARD INSURANCE CO UNIT 22	11,419.65
02/06/2025	STOVER SEED COMPANY	1,256.35
02/06/2025	SUPERIOR COURT OF CALIFORNIA	6,269.50
02/06/2025	SUPERIOR COURT OF CALIFORNIA	8,992.50
02/06/2025	SYKAHUA TEMUJIN	93.60
02/06/2025	T-MOBILE USA INC	389.20
02/06/2025	THURSTON ELEVATOR CONCEPTS INC	152.00
02/06/2025	TRANSAMERICA LIFE INSURANCE COMPANY	1,038.19
02/06/2025	TUMBLE-N-KIDS INC	4,982.25
02/06/2025	VERITIV OPERATING COMPANY	390.09
02/06/2025	VISION SERVICE PLAN	4,569.78
02/06/2025	WATERLINE TECHNOLOGIES INC	1,124.33
02/06/2025	WAXIE ENTERPRISES INC	1,007.56
02/06/2025	WELLS C. PIPELINE MATERIALS	987.17
02/06/2025	WESTERN EXTERMINATOR CO	559.14
02/06/2025	WILD RIVERS WATERPARK IRVINE SPE LLC	5,265.00
02/06/2025	WILLDAN ASSOCIATES	16,072.00
02/06/2025	WYNN, LAKYN	19.50
02/06/2025	ALL DAY GARAGE DOORS	450.00
02/06/2025	BK CONSTRUCTION & CONSULTING	2,200.00
02/06/2025	CLEVELAND ELEMENTARY SCHOOL	250.00
02/06/2025	LANZ, MONICA	5.00

CITY OF LAKEWOOD SUMMARY CHECK/EFT REGISTER

CHECK/EFT DATE	VENDOR NAME		CHECK/EFT AMOUNT
		Total:	400,453.56

SHEET

COUNCIL AGENDA

February 11, 2025

TO: The Honorable Mayor and City Council

SUBJECT: AB 1234 Meeting Report

INTRODUCTION

Assembly Bill 1234 became effective January 1, 2006. The legislation requires members of a legislative body to provide brief reports on the meetings they attended at the expense of the local agency at the next regular meeting of the legislative body.

STATEMENT OF FACT

Council Member David Arellano attended the CalCitics Mayors and Council Members
Academy from January 29-31, 2025 in Garden Grove. Mr. Arellano attended sessions on
social media/communications and civic engagement, effective advocacy and key city issues,
developing an effective city council and city manager team and others.

RECOMMENDATION

That the City Council receive and file this report.

Paolo Beltran PB
Deputy City Manager

Thaddeus McCormack PB fa TM City Manager

TO: The Honorable Mayor and City Council

SUBJECT: Approval of Reinstatement and Amendment #1 to County of Los Angeles Lease

No. 78352 for City-Property Located at 6600 East Del Amo Blvd., and Commonly

Referred to as George Nye, Jr. Public Library

INTRODUCTION

Since 1973, the George Nye, Jr. Library (Nye Library) has operated at 6600 East Del Amo Boulevard under a lease agreement between the City of Lakewood and the County of Los Angeles (County). The current 10-year lease agreement ends on March 16, 2025, with an option to extend the lease. The Los Angeles County Library would like to extend the lease agreement, thereby maintaining library services to the public at the Nye Library.

STATEMENT OF FACT

The Nye Library offers free public resources, including books; multimedia materials; downloadable audiobooks and e-books; in-person and telephone research assistance; children services, including early learning and engagement programs; teen services, including online homework help; and computer access for public use.

In the fall of 2024, the 7,100 square-foot building received an interior refresh which included paint, new flooring, and updated furniture. City staff complemented the project with the installation of California native plants, new trees and educational plant identification signs. Additionally, irrigation was modified to promote water conservation.

City-led meetings with Nye Library staff and a representative from the County's Real Estate Division provided a positive exchange of recommendations to the existing lease agreement. Revisions are represented in the Reinstatement and Amendment #1 to County Lease No. 78352, attached hereto. Notable changes include a revised base rent set at \$5,000 per month along with additions to the list of repairs and maintenance assigned to the City and the County. Specifically, the County intends to install an exterior sign on the building facing Del Amo Blvd. and the city will remove the existing monument sign which is currently positioned at ground level along the driveway entrance to the library. The City and County will continue to share the cost for any parking lot repairs including slurry coat and striping, and will also share the cost in the future to install a new trash enclosure for the building. Lastly, the County will continue to bear the cost for the replacement of a heating, ventilation and air conditioning system for the building.

Approval of Reinstatement and Amendment #1 to County of Los Angeles Lease No. 78352 for City-Property Located at 6600 East Del Amo Blvd., and Commonly Referred to as George Nye, Jr. Public Library February 11, 2025
Page 2

Provided approval from the Lakewood City Council, the Real Estate Division of the County's Chief Executive Office has delegated authority to administerially process Reinstatement and Amendment #1 to County Lease No. 78352. Upon council approval, the term of the agreement will be for 10 years, ending in 2035, and base rent to be paid to the city will be \$5,000 per month with annual adjustments based upon Consumer Price Index for all Urban Consumers for the Los Angeles – Long Beach – Anaheim area. Annual increases shall not exceed 3% of the previous year's rent.

SUMMARY

The city's partnership with the County of Los Angeles and the Los Angeles County Library remains cooperative and provides an essential public service to Lakewood residents and surrounding communities at the George Nye, Jr. Public Library.

RECOMMENDATION

Staff recommends the City Council authorize the Mayor and City Clerk to execute Reinstatement and Amendment #1 to County Lease No. 78352 with the County of Los Angeles to continue leasing the property at 6600 East Del Amo Boulevard for public library services for a period of 10 years from the date of administerial approval from the County's Chief Executive Office. The Lease Agreement along with the attached Reinstatement and Amendment #1 are subject to approval as to legal form by the City Attorney.

Valarie Frost, Director VF Recreation and Community Services

Thaddeus McCormack PB fa TM City Manager

REINSTATEMENT AND AMENDMENT NO. 1 TO COUNTY LEASE NO. 78352 6600 E. DEL AMO BOULEVARD, LAKEWOOD, CA LA COUNTY LIBRARY

This REINSTATEMENT AND AMENDMENT NO. 1 TO LEASE No. 78352 ("<u>Amendment No. 1</u>") is made and entered into this ____ day of _____, 2025 ("<u>Effective Date</u>"), by and between CITY OF LAKEWOOD, A Municipal Corporation, ("<u>Landlord</u>"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("<u>County</u>" or "<u>Tenant</u>").

RECITALS:

- A. WHEREAS, Landlord, entered into that certain Lease No. 78352 dated March 17, 2015 ("Lease"), for approximately seven thousand one-hundred fifty (7,100) rentable square feet of office space located at 6600 E. Del Amo Boulevard, Lakewood, California ("Premises").
- B. WHEREAS, Landlord and Tenant wish to extend and amend the Lease to provide for among other matters, an extension of the Term, adjustment to the rent and early termination right, upon and subject to each of the terms, conditions, and provisions set forth herein.
- C. WHEREAS, all capitalized terms that are used in this Amendment No. 1 but are not defined herein, shall have the meanings given to them in the Lease.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree and amend the Lease as follows:

1. REINSTATEMENT OF LEASE.

The parties hereby agree to reinstate the Lease, and as of the Amendment No. 1 Effective Date, the Lease shall be in full force and effect, and the Lease (as amended by this Amendment No. 1) is the only lease agreement or understanding between Landlord and Tenant affecting the Premises. Except as set forth in this Amendment No. 1, the Lease has not been modified, altered, or amended. To Landlord's knowledge as of the date of this Amendment No. 1, Tenant is not in default under any of the terms, conditions, or covenants of the Lease to be performed or complied with by Tenant and no event has occurred and no circumstance exists which, with the passage of time or the giving of notice by Landlord, or both, would constitute such a default. Landlord and Tenant hereby further covenant and agree that, contemporaneously with the foregoing, any Notice of Termination, if any, is hereby withdrawn, revoked, cancelled and rendered null, void and of no further force or effect.

2. <u>BASIC LEASE INFORMATION</u>. Section 1.1.a. of the Lease, "<u>LANDLORD'S ADDRESS</u> FOR NOTICE," is inserted thereof:

"1.1.a. Landlord's Address for Notice:

City Clerk City of Lakewood 5050 North Clark Avenue

Lakewood, CA 90712

Section 1.1.b. of the Lease, "<u>TENANT'S ADDRESS FOR NOTICE</u>," is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

"1.1.b. Tenant's Address for Notice:

County of Los Angeles Chief Executive Office-Real Estate Division 320 West Temple Street, 7th Floor Los Angeles, CA 90012 Attention: Director of Real Estate"

- 3. <u>EXTENSION OF THE TERM</u>. Notwithstanding anything to the contrary in the Lease, the Lease is hereby amended to extend the Lease term for an additional one-hundred twenty (120) months commencing as of the Amendment No. 1 Effective Date (the "<u>Extension Commencement Date</u>") and terminating at the end of one-hundred twenty (120) months from the Extension Commencement Date ("<u>Lease Expiration Date</u>"). The period of time commencing on the Extension Commencement Date and terminating on the Lease Expiration Date shall be referred herein as the "Extension Term."
- 4. <u>RENT</u>. As of the Amendment No. 1 Effective Date, the Rent as set forth in Section 1.1.i. and Section 5 of the Lease shall be amended to be Five Thousand and 00/100 Dollars (\$5,000.00) per month (i.e., \$60,000.00 yearly). Tenant shall pay Landlord the Base Rent stated in Section 1 of the Lease (and per below) during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles prior to the first day of each month. Base Rent for any partial month shall be prorated in proportion to the number of days in such month.

Section 5.1 of the Lease shall be added as the following:

"5.1 Rental Adjustments

- (a) <u>CPI</u>. On the first and each subsequent anniversary of the Commencement Date, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "<u>Base Index</u>" shall be the Index published for the month the Lease commences. Tenant shall provide to Landlord with documentation of the CPI rent calculation within sixty (60) days of the annual rent adjustment effective date throughout the lease term.
- (b) <u>CPI Formula</u>. The Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim area, all items, published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The "<u>CPI Formula</u>" means Base Rent for the first full month after the Commencement Date multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month in which the adjustment is to be effective (the "<u>New Index</u>"), and the denominator being the Base Index. If the Index is changed so that the Index differs from that used as of the Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term

of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

(c) <u>Illustration of Formula</u>. The formula for determining the new rent shall be as follows:

New Index Base Index x Base Rent at the Commencement Date = Adjusted Base Rent

- (d) <u>Limitations on CPI Adjustment</u>. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an increase greater than three percent (3%) per year of the Base Rent payable in the month preceding the applicable adjustment. Notwithstanding the foregoing, in no event during the Lease Term shall the monthly Base Rent adjusted by the CPI Formula result in a lower monthly Basic Rent than was payable during the previous year.
- 5. <u>CASP INSPECTION</u>. The Lease is hereby amended to insert as a new Section 34 the following paragraphs:
 - "34. <u>CASP INSPECTION</u>. In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas: [Check the appropriate box]
 - Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.
 - Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.
 - Has not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related

accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, and Tenant shall pay the fee for the CASp inspection and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under the Lease."

- 6. <u>SMOKING IN COUNTY FACILITIES</u>. The Lease is hereby amended to insert as a new Section 35 the following paragraph:
 - "35. <u>SMOKING PROHIBITION</u>. Landlord shall require that the Building comply with the Los Angeles County Smoking Ordinance found in the Los Angeles County, California Code of Ordinances, Title 2 Administration, Chapter 2.126."
- 7. <u>ENTIRE AGREEMENT</u>. The Lease, as amended by this Amendment No. 1, contains the entire agreement of the parties hereto with respect to the subject matter hereof. No representations, inducements, or agreements, oral or otherwise, between the parties not contained in the Lease shall be of any force or effect. The Lease, as amended by this Amendment No. 1, may not be modified, changed or terminated, in whole or in part, in any manner other than by an agreement in writing signed by duly authorized representatives of the parties hereto. Effective as of the date hereof, all references to the "<u>Lease</u>" shall refer to the Lease as amended by this Amendment No. 1.
- 8. ELECTRONIC SIGNATURES. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will reply on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature.

If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[Signature Page Immediately Follows]

HOA.104648401.1 5

IN WITNESS WHEREOF, the Landlord has executed this Amendment No. 1 or caused it to be duly executed and this Amendment No. 1 has been executed on behalf of the County by the Chief Executive Officer of the Chief Executive Office of the County, or her designee, on the day, month, and year first above written.

LANDLORD:	CITY OF LAKEWOOD
ATTEST:	By: Mayor
By: City Clerk	
APPROVED AS TO FORM:	
By: City Attorney	
TENANT:	COUNTY OF LOS ANGELES, a body corporate and politic
	FESIA A. DAVENPORT Chief Executive Officer
ATTEST:	By: John T. Cooke Assistant Chief Executive Officer
DEAN C. LOGAN Registrar-Recorder/County Clerk of the County of Los Angeles	
By:	
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By: Senior Deputy	

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COUNTY OF LOS ANGELES CHIEF EXECUTIVE OFFICE LEASE AGREEMENT

DEPARTMENT: LA COUNTY LIBRARY, as Tenant
LANDLORD: CITY OF LAKEWOOD, a Municipal Corporation

6600 East Del Amo Blvd., Lakewood

TABLE OF CONTENTS

		<u>Page</u>
1.	BASIC LEASE INFORMATION	1
	(a) Landlord's Address for Notice:	1
	(b) Tenant's Address for Notice:	1
	(c) <u>Premises</u> :	1
	(d) Building:	1
	(e <u>) Term</u> :	1
	(f) Projected Commencement Date:	2
	(g) Commencement Date:	2
	(h) Irrevocable Offer Expiration Date:	2
	(i) Basic Rent:	2
	(j) Early Termination Notice Date:	2
	(k) Rentable Square Feet in the Premises:	2
	(I <u>) Use</u> :	2
	(m) Initial Departmental Use:	2
	(n) Parking Spaces:	2
	(o) Normal Working Hours:	2
	(p) Asbestos Report:	2
1	.2 Exhibits to Lease:	2
2.	PREMISES	3
3.	COMMON AREAS	3
4.	COMMENCEMENT AND EXPIRATION DATES	3
5.	RENT	3
6.	USES	3
7.	HOLDOVER	3

8.	COMPLIANCE WITH LAW	4
9.	DAMAGE OR DESTRUCTION	4
10.	REPAIRS AND MAINTENANCE	5
11.	SERVICES AND UTILITIES	6
	(a <u>) HVAC</u>	6
	(b) Electricity	6
	(c) Elevators	6
	(d) Water	6
	(e) Janitorial	6
	(f) Access	6
12.	LANDLORD ACCESS	7
13.	TENANT DEFAULT.	7
14.	LANDLORD DEFAULT.	7
	(a) Remedies	7
	(b) Waiver	8
	(c) Emergency	8
15.	ASSIGNMENT AND SUBLETTING	8
16.	ALTERATIONS AND ADDITIONS.	8
17.	CONDEMNATION	8
18.	INDEMNIFICATION	.10
19.	INSURANCE	.10
20.	PARKING	.11
21.	ENVIRONMENTAL MATTERS	.12
22.	ESTOPPEL CERTIFICATES	.13
23.	TENANT IMPROVEMENTS	.13
24.	LIENS	.13
25.	SUBORDINATION AND MORTGAGES	.13

26.	SURRENDER OF POSSESSION	14
27.	SIGNAGE	14
28.	QUIET ENJOYMENT	14
29.	GENERAL	14
30.	AUTHORITY	15
31.	ACKNOWLEDGEMENT BY LANDLORD	16
32.	IRREVOCABLE OFFER	16
33.	LEGAL RESPONSIBILITIES	16
34.	UNDUE INFLUENCE	16
35.	NO BENEFIT TO AGENCY EMPLOYEES	.16
36.	OPTION TO RENEW	17

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

THIS LEASE is	entered into as of the	day of	, 2025 between
the CITY OF LAKEWO	DOD, a municipal corpora	ation, ("Landlord"	or "City"), and COUNTY
OF LOS ANGELES, a	body corporate and poli	tic ("Tenant" or "C	ounty").

Landlord and Tenant agree:

- 1. <u>BASIC LEASE INFORMATION</u>. The following terms as used herein shall have the meanings provided in this Section 1, unless otherwise specifically modified by provisions of this Lease.
- 1.1 Defined Terms Relating to the Lease:

(a) Landlord's Address for

Notice:

City Clerk

City of Lakewood

5050 North Clark Avenue Lakewood, CA 90712

(b) <u>Tenant's Address for</u> Notice:

Board of Supervisors

Kenneth Hahn Hall of Administration,

Room 383

500 West Temple Street

Los Angeles, California 90012

With a copy to:

Chief Executive Office Real Estate Division

320 W. Temple Street, 7th Floor Los Angeles, California 90012 Attention: Director of Real Estate

(c) <u>Premises</u>: Approximately 7,100 rentable square feet

in the Building (defined below) as shown

on Exhibit A, attached hereto.

(d) Building: The building located at 6600 E. Del Amo

Blvd., Lakewood, CA which is located upon the real property described more particularly in <u>Exhibit B</u> attached hereto

(the "Property"):

(e) <u>Term</u>: TEN (10) years commencing upon

approval of this Lease by the Board of Supervisors (the "Commencement Date"); and terminating at midnight on the day before the Tenth anniversary of the Commencement Date (the "Termination Date"), subject to earlier termination by Tenant as provided herein. The phrase "Term of this Lease" or "the Term hereof"

HOA.1060479.1

as used in this Lease, or words of similar import, shall refer to the initial Term of this Lease together with any additional Extension Term for which an option has been validly exercised.

Not Applicable (f) Projected

Commencement Date:

See Section 1.1 (e) (g) Commencement Date:

Not Applicable (h) Irrevocable Offer **Expiration Date:**

To be negotiated. (i) Basic Rent:

(j) Early Termination Notice Either party may terminate anytime, upon City's withdrawal from the County Public

Library System. See Section 4 (d).

7,100 (k) Rentable Square Feet in the Premises:

Date:

For the sole purpose of providing public (I) Use: library services through the Los Angeles

County library system.

LA County Library (m)Initial Departmental Use:

23 Parking spaces to be marked "Library (n) Parking Spaces:

Parking Only"

7:00 a.m. to 8:00 p.m., Monday through (o) Normal Working Hours:

Friday and 8:00 a.m. to 6:00 p.m. Saturday, except County-recognized

holidays.

A report dated August 23, 2023 by Global (p) Asbestos Report:

Environmental Training & Consultants, Inc., a licensed California Asbestos

contractor

(q) Seismic & Disabled

A report dated June 4, 2002 by the Access Survey Report

Department of Public Works,

Exhibit A - Site Plan of Premises 1.2 Exhibits to Lease:

Exhibit B -- Legal Description of Property

Exhibit C – Landlord and Tenant

Obligations

2 HOA.1060479.1

2. PREMISES

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

3. <u>COMMON AREAS</u>. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobby and other public areas of the Building, walkways, landscaped areas, driveways necessary for access to the Premises, parking areas and other common facilities designated by Landlord from time to time for common use of all tenants of the Building. Tenant shall comply with all reasonable, non-discriminatory rules and regulations regarding the use of the Common Areas established by Landlord.

4. COMMENCEMENT AND EXPIRATION DATES

- (a) <u>Term</u>. The term of this Lease shall commence upon the Commencement Date as defined in Section 1.1 (e) and terminate on the Termination Date.
 - (b) Termination Right. Not Applicable
 - (c) Early Possession. Not Applicable.
- (d) <u>Early Termination</u>. This lease may be canceled by either the City or the County in the event the City of Lakewood withdraws from the Los Angeles County Public Library System. Such cancellation shall be effective as of the date of withdrawal, provided the Tenant or Landlord gives the other party not less than 90 days prior written notice. Tenant notice must be executed by the Chief Executive Officer of Tenant. In the event of cancellation of this lease as set forth herein, the Tenant has the right to an extension of time in order to remove any alterations and/or improvements installed or placed in or upon the demised premises by Tenant and said extension period shall be for sixty (60) days or more time as is reasonable under the circumstances.
- 5. <u>RENT</u>. Tenant shall pay Landlord the Basic Rent stated in Section 1 during the Term hereof within 15 days after a claim therefor for each such month has been filed by Landlord with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Basic Rent for any partial month shall be prorated in proportion to the number of days in such month.

(a) <u>RENT ADJUSTMENT</u> See Amendment.

- 6. <u>USES</u>. The Premises are to be used only for the uses set forth in Section 1 herein. Special Events on the adjoining city park premises shall require prior written approval and completion of a City Recreational Use Agreement, as applicable from the City.
- 7. <u>HOLDOVER</u>. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease, such occupancy shall be a tenancy which is terminable only upon 90 days written notice from Landlord or 30 days

HOA.1060479.1 3

written notice from the Chief Executive Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

8. <u>COMPLIANCE WITH LAW</u>. Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises by Tenant.

9. DAMAGE OR DESTRUCTION.

- (a) Damage. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises may be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days, then Landlord shall promptly, at Landlord's expense, repair such damage and this Lease shall continue in full force and effect. If the Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of TENANT or any of TENANT's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and TENANT shall be responsible for the costs of repair not covered by insurance. If all or any portion of the Premises shall be made untenantable by fire or other casualty, Landlord shall immediately secure the area to prevent injury to persons and/or vandalism to the improvements. Landlord shall promptly, but in any event within ten days or as is reasonable under the circumstances cause an architect or general contractor selected by Landlord to provide Landlord and Tenant with a written estimate of the amount of time required to substantially complete the repair and restoration of the Premises and make the Premises tenantable again using standard working methods. The failure to do so shall be a material default hereunder. Basic Rent shall abate to the extent that the Premises are unusable by Tenant. Tenant waives the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any partial or total destruction of the Premises.
- (b) <u>Tenant Termination Right</u>. In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable and the Premises will not be restored to a complete architectural unit of the same value, condition and character that existed immediately prior to such casualty in less than 180 days for any reason, then Tenant may terminate this Lease by giving written notice within ten days after notice from Landlord specifying such time period of repair; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenantable. In the event that Tenant does not elect to terminate this Lease, Landlord shall promptly commence and diligently prosecute to completion the repairs to the Building or Premises.
 - (c) Damage In Last Year. Not Applicable.

HOA.1060479.1 4

(d) <u>Default By Landlord</u>. If Landlord is required to repair and restore the Premises as provided for in this Section and Landlord should fail to thereafter pursue said repair and restoration work with reasonable diligence to completion, Tenant may (a) declare a default hereunder, or (b) perform or cause to be performed the restoration work and deduct the cost thereof plus interest thereon at ten percent (10%) per annum, from the Basic Rent next due as a charge against the Landlord.

10. REPAIRS AND MAINTENANCE.

- (a) Landlord Representations. Landlord represents to Tenant that (i) the Premises, the Building and all Common Areas, (including electrical, mechanical, plumbing, gas systems in the Building and similar building service systems), are in reasonable good working order and condition; (ii) the Building and Premises comply with all covenants, conditions, restrictions and underwriter's requirements; (iii) the Premises, Building and Common Areas are free of the presence of any Hazardous Materials (as hereinafter defined); and (iv) Landlord has not received any notice from any governmental agency that the Building or the Premises are in violation of any law or regulation. Landlord represents, based upon an internal inspection by the City of the Premises and the Building and the Asbestos Report that the Premises and the Building contain no known asbestos containing materials (other than as may be reflected in the Asbestos Report).
- (b) <u>Landlord Obligations</u>. Landlord shall keep and maintain in good repair and working order and promptly make repairs to and perform maintenance upon and replace as needed the basic structure and exterior of the Library Facility and the Underlying Property. Landlord's repair obligations include, without limitation, repairs to: Items mentioned in **Exhibit C**.
- (c) <u>Tenant Obligations</u>. Without limiting Landlord's Obligations, Tenant shall, at Tenant's sole expense, be responsible for the cost of repairing: Items mentioned in **Exhibit C**. Furthermore, any area damaged by Tenant or Tenant's agents, employees, invitees and visitors and the repair of low voltage electronic, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant. All repairs and replacements shall: (a) be made and performed by contractors or mechanics approved by Landlord which consent shall not be unreasonably withheld or delayed; (b) be at least equal in quality, value and utility to the original work or installation; and (c) be in accordance with all laws. Fixed improvements must meet all applicable codes, laws and regulations.
- (d) <u>Tenant's Right to Repair</u>. If Tenant provides written notice (or oral notice in the event of an emergency such as damage or destruction to or of any portion of the Building structure and/or the Building systems and/or anything that could cause material disruption to Tenant's business) to Landlord of an event or circumstance which requires the action of Landlord with respect to repair and/or maintenance, and Landlord fails to provide such action within a reasonable period of time, given the circumstances, after the giving of such notice, but in any event not later than ten days after the giving of such notice, then Tenant may proceed to take the required action (provided, however, that no such notice shall be required in the event of an emergency which

HOA.1060479.1 5

threatens life or where there is imminent danger to property or a possibility that a failure to take immediate action could cause a material disruption in Tenant's normal and customary business activities). Tenant shall meet and confer with Landlord prior to taking reparative action. Tenant shall have access to the Building to the extent necessary to perform the work contemplated by this provision. If such action was required under the terms of this Lease to have been taken by Landlord and was not taken by Landlord within such period (unless such notice was not required as provided above), and Tenant took such required action, then Tenant shall be entitled to prompt reimbursement by Landlord of Tenant's reasonable costs and expenses in having taken such action plus interest thereon at ten percent (10%) per annum. If not reimbursed by Landlord within ten days, Tenant shall be entitled to deduct from Basic Rent payable by Tenant under this Lease the amount set forth in its invoice for such work. The remedies provided in this Section are in addition to the remedies provided in Section 14.

11. SERVICES AND UTILITIES.

This lease is a modified full-service lease. Therefore, Landlord shall furnish the following services and utilities to the Premises, and Tenant agrees to pay for utilities mentioned herein:

- (a) <u>Heating, Ventilation and Air Conditioning</u>. Landlord shall furnish heating, ventilation and air conditioning ("HVAC"), during Normal Working Hours in amounts required for the use and occupancy of the Premises for normal office purposes to a standard comparable to other first-class buildings and not less than the standard set forth in <u>Exhibit C</u> attached hereto. Notwithstanding the foregoing, Tenant shall accept the HVAC equipment in "AS-IS" condition, and shall be responsible for replacement/repair of such equipment as set forth in Exhibit C.
- (b) <u>Electricity</u>. Landlord shall furnish to the Premises the amount of electric current provided for in the Working Drawings for power and lighting and electric current for HVAC, and Landlord shall provide the existing transformers or subpanels of the Premises necessary for Tenant to utilize such capacity in the Premises.
 - (c) Elevators. Not Applicable.
- (d) <u>Water</u>. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.
- (e) <u>Janitorial</u>. Tenant shall provide janitorial service daily to coincide with days of operation, generally consistent with that furnished in comparable office buildings in the County of Los Angeles. Tenant agrees to contract with the Landlord's exclusive hauler under contract for the collection of refuse, recycling and organics as required by State and local laws, inclusive of the Lakewood Municipal Code, to ensure compliance with State and locals laws including but not limited to the requirements of AB 939, AB 1826, and SB 1383.
- (f) <u>Access</u>. Tenant and Tenant's employees and agents shall have access to the Building, Premises and Common Areas on a seven day per week, 24 hour

HOA.1060479.1

per day basis, subject to compliance with such reasonable security measures as shall from time to time be in effect for the Building. Note: City parking lot is closed nightly due to restricted overnight parking and LMC Section 4254.

12. <u>LANDLORD ACCESS</u>. Tenant shall permit Landlord and its agents to enter the Premises upon prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Building or Premises, Basic Rent shall be prorated based upon the percentage of the Premises or Building rendered untenantable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

13. TENANT DEFAULT.

- (a) <u>Default</u>. The occurrence of any one or more of the following events (a "Tenant Default") shall constitute a material default and breach of this Lease by Tenant:
- (i) The failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of ten days after written notice to Tenant;
- (ii) The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of 30 days after written notice from Landlord specifying in detail the nature of the Tenant Default; provided, however, if more than 30 days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said 30-day period and thereafter diligently prosecutes such cure to completion.
- (b) <u>Termination</u>. Tenant agrees that if a Tenant Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.
- (c) <u>No Effect on Indemnity</u>. Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

14. LANDLORD DEFAULT.

(a) Remedies. In addition to the provisions for Landlord's default provided by Sections 9(d), Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five days after the giving of written notice with respect thereto by Tenant (which notice shall be, if appropriate, the same notice given under Section 10(c)); provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and

substantially interferes with Tenant's occupancy and use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease.

- (b) <u>Waiver</u>. Nothing herein contained shall relieve Landlord from its duty to effect the repair, replacement, correction or maintenance required to restore any affected services, or to perform any other obligations to the standard prescribed in this Lease, nor shall this Section be construed to obligate Tenant to undertake any such work.
- (c) <u>Emergency</u>. Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.
- 15. <u>ASSIGNMENT AND SUBLETTING</u>. Tenant shall have no right to assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises.

16. ALTERATIONS AND ADDITIONS.

- (a) <u>Landlord Consent</u>. Tenant shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall meet and confer to discuss alterations proposed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: (1) complies with all Laws; (2) is not visible from the exterior of the Premises or Building; (3) will not materially affect the systems or structure of the Building;. If Landlord fails to respond in writing within 30 days of such request, Landlord shall be deemed to approve the Alterations.
- (b) <u>End of Term</u>. Any Alterations not removed by Tenant shall become the property of Landlord and remain upon and be surrendered with the Premises at the expiration of the Term.

17. CONDEMNATION.

(a) <u>Controlling Terms</u>. If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking

of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord. "Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

- (b) <u>Total Taking</u>. If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").
- (c) <u>Partial Taking</u>. If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within 30 days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than 30 days nor later than 90 days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within 30 days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.
- (d) Restoration. Notwithstanding the preceding paragraph, if, within 30 days after the Determination Date, Landlord notifies Tenant that Landlord at its cost will add to the remaining Premises so that the area of the Premises and the space available for parking, will be substantially the same after the Date of Taking as they were before the Date of Taking, and Landlord commences the restoration promptly and, subject to reasonable allowance for delays that are not caused by Landlord, completes it within 90 days after Landlord so notifies Tenant, this Lease shall continue in effect. All obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated or reduced during the period from the Date of Taking until the completion of such restoration.
- (e) <u>Award</u>. The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.
- (f) <u>Waiver of Statute</u>. Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to

petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

18. INDEMNIFICATION.

- (a) <u>Tenant's Indemnity</u>. CITY OF LAKEWOOD shall indemnify, defend and hold harmless LOS ANGELES COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CITY OF LAKEWOOD, its trustees, officers, agents or employees.
- (b) Landlord's Indemnity. LOS ANGELES COUNTY shall indemnify, defend and hold harmless the CITY OF LAKEWOOD, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of LOS ANGELES COUNTY, its trustees, officers, agents or employees
- 19. <u>INSURANCE</u>. During the term of this Lease, Landlord and Tenant shall maintain a program of insurance coverage as described below. Landlord and Tenant, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided after execution of this Lease as requested by either party.
- (a) <u>Landlord's Insurance</u>. During the term of this Lease, Landlord shall maintain the following insurance:
- (i) Commercial property insurance which shall (1) cover damage to Landlord's property, including improvements and betterments, from perils covered by the causes-of-loss special form (ISO form CP 10 30), and include ordinance or law coverage (and coverage against acts of terrorism to the extent such coverage is reasonably available and priced at commercially reasonable rates); and (2) be written for full replacement cost of the property, with a deductible of no greater than 5% of the property value. Landlord shall carry insurance on any furniture and furnishings which will become the property of Tenant at the expiration of the Term and on all modular furniture installed in the Premises. Insurance proceeds shall be payable to Landlord and Tenant as their interests may appear and be utilized for repair and restoration of the Premises.
- (ii) General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: (1) per occurrence and

general aggregate amount of \$5,000,000; (2) products/completed operations aggregate of \$2,000,000; and (3) personal and advertising injury of \$1,000,000.

- (iii) Failure by Landlord to maintain the insurance required by this Section and deliver evidence thereof as required by this Lease or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease.
- (b) <u>Insurance Requirements</u>. All insurance policies required to be maintained by Landlord under this Lease shall be issued by insurance companies which have a Best's Rating of "AVII" or better and which are qualified to do business in the State of California. All liability and property damage and other casualty policies of Landlord shall be written as primary policies, not contributing with, and not in excess of coverage which Tenant may carry.
- (c) <u>Certificates</u>. Landlord shall deliver to Tenant on the Commencement Date of this Lease and thereafter at least 15 days prior to expiration of any insurance required to be carried hereunder, certificates of insurance evidencing this coverage with limits not less than those specified above. Certificates shall include the address of the leased premises and must document that each party has named the other as an additional insured (or its equivalent) on its general liability and property insurance policy, and that Tenant has been named a loss payee on Landlord's commercial property insurance policy, as required. Further, all certificates shall expressly provide that no less than 30 days' prior written notice shall be given to Tenant in the event of material change to, expiration or cancellation of the coverage or policies evidenced by the certificates.
- (d) <u>Waiver of Subrogation</u>. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

20. PARKING.

- (a) <u>Tenant's Rights</u>. Tenant shall have the right to the number of exclusive reserved parking stalls set forth in Section 1 without charge for the Term of this Lease. No tandem parking shall be permitted and Tenant shall be entitled to full in/out privileges. Tenant's parking rights shall be subject to reasonable parking rules and regulations adopted by Landlord from time to time, provided that such procedures shall be uniformly applied to all tenants. Tenant acknowledges that all other parking spaces are not for the exclusive use of Tenant, rather, all such parking spaces are to be used on a non-exclusive, first-come, first-served basis by Tenant users of the Building and the adjoining City park.
- (b) <u>Parking Lot Improvements</u>. County and City agree to jointly share in any costs associated with any future renovation required in the parking lot which serves both George Nye Library and Mae Boyar Park. Prior to commencement of work, all improvements must be mutually agreed upon by both parties.

21. ENVIRONMENTAL MATTERS

- (a) Hazardous Materials. Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises, the Building or the Common Areas, except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant, the Premises, the Building or the Common Areas.
- (b) <u>Landlord Indemnity</u>. Landlord shall indemnify, protect, defend (by counsel acceptable to Tenant) and hold harmless Tenant from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities, losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with the presence of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous Materials other than caused by Tenant. This indemnity shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Landlord shall promptly deliver to Tenant a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Landlord's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Landlord under this Section shall constitute a material default under this Lease.
- (c) <u>Tenant Indemnity</u> Tenant shall indemnify, protect, defend (by counsel acceptable to Landlord) and hold harmless Landlord from and against any and all claims, judgments, causes of action, damage, penalties, fine, taxes, costs, liabilities,

losses and expenses arising at any time during or after the Term as a result (directly or indirectly) of or in connection with tenants use of Hazardous Materials on, under or about the Premises, Building or Common Areas or other violation of laws relating to Hazardous materials other than caused by Landlord. This indemnify shall include, without limitation, the cost of any required or necessary repair, cleanup or detoxification, and the preparation and implementation of any closure, monitoring or other required plans, as such action is required by local or state laws or any governmental agency. Tenant shall promptly deliver to Landlord a copy of any notice received from any governmental agency during the Term of this Lease concerning the presence of Hazardous Materials in the Building or the Premises. Tenant's obligations pursuant to the foregoing indemnity shall survive the expiration or termination of this Lease. A default by Tenant under the Section shall constitute a material default under this Lease.

22. ESTOPPEL CERTIFICATES. INTENTIONALLY OMITTED.

- 23. <u>TENANT IMPROVEMENTS</u>. Tenant acknowledges that it is already in possession of the Premises, and that Landlord shall be deemed to have delivered possession of the Premises to Tenant in an "as-is" condition, with some agreed-to alterations or improvements being made by Landlord.
- 24. <u>LIENS</u>. Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

25. SUBORDINATION AND MORTGAGES

- (a) Subordination and Non-Disturbance. INTENTIONALLY OMITTED.
- (b) Existing Deeds of Trust. INTENTIONALLY OMITTED.
- (c) Request for Notice. INTENTIONALLY OMITTED.
- (d) Notice of Default. INTENTIONALLY OMITTED.
- 26. <u>SURRENDER OF POSSESSION</u>. Subject to casualty, at the expiration of the Term of this Lease, whether by lapse of time or otherwise, Tenant shall promptly and peacefully surrender the Premises to Landlord in a "broom-clean" condition. Tenant shall remove, at its own expense, all non-fixed furnishings: tenant shall remove, at its own expense, all equipment and all other personal property placed or installed in or upon the Premises by Tenant, or under its authority (including any modular furniture).
- 27. <u>SIGNAGE</u>. Tenant shall be permitted to install at the Premises reasonably appropriate exterior and interior signs that conform with any and all applicable laws and ordinances. Exterior signs will be allowed in coordination with Landlord approval.
- 28. <u>QUIET ENJOYMENT</u>. So long as Tenant is not in default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the

Premises and the Common Areas during the Term of this Lease, subject to the terms and conditions of this Lease.

29. GENERAL

- (a) <u>Headings</u>. Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
- (b) <u>Successors and Assigns</u>. All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.
- (c) <u>Brokers</u>. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. Tenant shall receive from Landlord or Landlord's broker, within ten (10) days after the execution of this Lease, an amount equal to 50% of all commissions due to Landlord's broker as a result of the execution of this Lease.
- (d) Entire Agreement. This Lease (and the Landlord's Work Letter and Supplemental Lease Documents) is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises, to Tenant's use of the Building and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.
- (e) <u>Severability</u>. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.
- (f) Notices. All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.
- (g) <u>Governing Law and Forum</u>. This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation

with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

- (h) <u>Waivers</u>. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.
- (i) <u>Time of Essence</u>. Time is of the essence for the performance of the obligations specified hereunder.
- (j) <u>Consent</u>. Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request is made therefore, together with all necessary information.
 - (k) Community Business Enterprises. Not Applicable.
 - (I) Memorandum of Lease. Not Applicable.
- AUTHORITY. Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by County. County shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegee (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant under this Lease, including without limitation, granting any approvals, terminating this Lease in the manner provided herein by an Early Termination Notice or otherwise, signing estoppel certificates, signing the Commencement Date Memorandum and Confirmation of Lease Terms or subordinating this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

31. ACKNOWLEDGMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

- (a) Consideration of GAIN Program Participants. Not Applicable.
- (b) <u>Solicitation of Consideration</u>. It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration and if the Landlord suspects fraud or wrongdoing by a County employee, Landlord shall report it to the County Fraud Hotline at 1 (800) 544-6861 or www.lacountyfraud.org. You may remain anonymous. Failure to report such solicitation may result in the termination of the Lease.

- (c) <u>Landlord Assignment</u>. Not Applicable.
- 32. IRREVOCABLE OFFER. Not Applicable.
- 33. <u>LEGAL RESPONSIBILITIES</u>. The tenant shall keep itself informed of local, state, and federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Tenant shall at all times observe and comply with all such laws and regulations. Landlord, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the tenant to comply with this section.
- 34. <u>UNDUE INFLUENCE</u>. Tenant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of Landlord in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of Landlord has or will receive compensation, directly or indirectly, from Tenant, or from any officer, employee, or agent of Tenant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling Tenant to any and all remedies at law or in equity.
- 35. <u>NO BENEFIT TO ARISE TO AGENCY EMPLOYEES</u>. During their tenure and for one year thereafter, no member, officer, or employee of Landlord, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the services under this Agreement shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof,

for work to be performed in connection with the services performed under this Agreement.

36. OPTION TO RENEW. Tenant shall have the option to renew the term of this lease for ten (10) years under the same terms and conditions. In the event Tenant desires to renew this Lease at the end of the initial Term or first option Term, tenant shall notify Landlord of such intent to renew at least 90- days prior to the expiration of such Term, and the parties shall meet and confer to attempt to reach agreement on a new rent amount. In the event that the parties are unable to reach such agreement prior to the expiration of the Term, then Tenant may remain in possession of the Premises subject to the Holdover provisions set forth in Section 7, above.

IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:	CITY OF LAKEWOOD
ATTEST:	By: Mayor
By:	
APPROVED AS TO FORM:	
By: City Attorney	
TENANT:	COUNTY OF LOS ANGELES a body corporate and politic
	FESIA A. DAVENPORT Chief Executive Officer
	By:
ATTEST:	Assistant Chief Administrative Officer
DEAN C. LOGAN Registrar-Recorder/County Clerk of the County of Los Angeles	
By: Deputy	
APPROVED AS TO FORM:	
DAWYN R. HARRISON County Counsel	
By: Senior Deputy	

EXHIBIT A SITE PLAN OF PREMISES



EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Legal Description

DEL AMO PUELIC LIBRARY 1-2

That portion of Lot 4, Tract No. 9265, in the City of Lakewood, County of Los Angeles, State of California, as shown on map filed in Book 176, pages 31 to 35 inclusive, of Maps, in the office of the Recorder of said County, within the following described boundaries:

Commencing at the intersection of the northerly boundary of that certain parcel of land described in deed to City of Lakewood, recorded as Document No. 2217, on March 10, 1969, in Book D4302, page 180, of Official Records, in the office of said Recorder, with the easterly line of the westerly 83 feet of said certain parcel of land; thence South O'll'40" West along said easterly line 24.00 feet to the true point of beginning; thence continuing South O'll'40" West along said easterly line 124.50 feet; thence North 89°48'20" West 16.30 feet; thence South O'll'40" West 204.00 feet; thence North 69°48'20" West 66.70 feet to the westerly line of said certain parcel of land; thence North O'll'40" East along said westerly line 204.00 feet; thence South 89°48'20" East 19.00 feet; thence North O'll'40" East 124.50 feet; thence South 89°48'20" East 64.00 feet to said true point of beginning.

DESCRIPTION APPROVED
November 10, 1971
HARVEY T. BRANDT
County Engineer

By The takatel Deputy

EXHIBIT C

LANDLORD AND TENANT OBLIGATIONS FOR REPAIRS AND MAINTENANCE

Landlord Obligations:

- Parking Lot and hardscape surfaces including asphalt repairs, slurry coat, and striping modifications will be a shared cost between the Landlord and Tenant.
 Prior to commencement of work, all improvements must be mutually agreed upon by both parties.
- 2. Pest Control in exterior of premises.
- 3. Exterior Building lighting
- 4. Landscaping and irrigation (sprinklers)
- 5. Stairways (if any).
- 6. Electrical service equipment/systems.
- 7. Providing and maintaining water and sewer lines.
- 8. Roof and rain gutters not included in Tenant Obligations Item 13.
- 9. Exterior brick and masonry
- 10. Plate glass window replacement and window seals.
- 11. Trash Enclosure installation and modifications will be a shared cost between Landlord and Tenant. Prior to commencement of work, all improvements must be mutually agreed upon by both parties.
- 12. Monument Sign: The City shall remove the existing monument sign.

Tenant Obligations:

- Parking Lot and hardscape surfaces including asphalt repairs, slurry coat, and striping modifications will be a shared cost between the Landlord and Tenant. Prior to commencement of work, all improvements must be mutually agreed upon by both parties.
- Maintain, repair, replace and service HVAC as needed as determined by the LA County Library.
- 3. Interior Lighting: Ballasts, lamps, light bulbs, light lenses,
- 4. Paint in interior premises.
- 5. Interior plumbing, including repair of topical sink, urinal and water stoppages.
- 6. Minor Electrical and low-voltage systems.

- 7. Interior cosmetic repairs
- 8. Interior premises: Ceilings, walls, floor surfaces/floor coverings
- 9. Interior Doors and locks. (Note: Exterior door locks are re-keyed by County and City, and City maintains two sets of keys provided by County.)
- 10. Interior partitions.
- 11. Interior side of demising walls.
- 12. Furniture, fixtures and equipment.
- 13. Roof Modifications. If the County desires to modify the roof or if lack of HVAC maintenance results in damage to the roof, the County agrees to utilize only those roofing contractors certified by the manufacturer of the existing roofing material for any roofing material modifications to the demised premises, in order to maintain the City's long-term, 25-year, roofing materials warranty. The roofing improvement project was completed in 2012 under City Public Works Contract 2011-3 and warranty information in contained in the office of the Lakewood City Clerk.
- 14. Interior Pest Control
- 15. Interior and exterior plate glass window washing.
- 16. Electrical battery replacement.
- 17.Preventative maintenance or replacement thereof of roof-top HVAC unit and exhaust fan unit, air-conditioning, heating and ventilation. Tenant will be solely responsible for preventative maintenance and replacement of roof-mounted Heating Ventilation and Air Conditioning ("HVAC") Mechanical System and exhaust fans servicing the Building. HVAC equipment consists of two single rooftop package electric cooling/gas heating units. AC1 and AC2 were installed under Public Works Contract 94-6R in 1995 and the Carrier Models 48DJD014-5, 12.5 ton units each have an expected lifespan of 20 years. County agrees to replace the package units upon failure or at the end of their useful life as determined by the LA County Library with similar size and type of units, and coordinate the installation of all equipment and any necessary structural or roofing modifications and permitting with the City. County agrees to utilize only those roofing contractors certified by the manufacturer of the existing roofing material for any roofing material modifications necessary for installation of new HVAC equipment.
- 18. Waste disposal service/trash collection.
- 19. Trash Enclosure installation and modifications will be a shared cost between Landlord and Tenant. Prior to commencement of work, all improvements must be mutually agreed upon by both parties.

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TO: The Honorable Mayor and City Council

SUBJECT: 2025 Legislative Platform

INTRODUCTION

The City Council's Intergovernmental Relations Committee has completed its discussions, and thereby recommends the city's Legislative Platform for 2025. The Legislative Platform establishes the work program of the City Council's Intergovernmental Relations Committee and City staff for this year.

STATEMENT OF FACTS

The City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2025 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies, input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the City's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

2025 Legislative Platform February 11, 2025 Page 2

RECOMMENDATION

That the City Council adopt the Legislative Platform for 2025.

Paolo Beltran **PB**Deputy City Manager

Thaddeus McCormack PB factor
City Manager

Encl:

2025 Legislative Platform



2025 Legislative Platform

Purpose Statement

The Lakewood City Council recognizes the need for an active state and federal legislative program to protect the city's interests in Sacramento and Washington, D.C. The 2025 Legislative Platform provides a framework for the City of Lakewood's legislative program. Adopted annually, the Legislative Platform is the foundation of a focused advocacy strategy and serves as a reference guide for legislative positions and objectives that provide direction for the City Council and staff throughout the year.

Legislative Program

The primary objective of the Legislative Platform is for the City Council to adopt official city positions on clearly stated legislative issues. By doing this, the legislative approval process is streamlined by eliminating the need for repetitive concurrence and direction from the City Council on previously approved issues. The Legislative Platform is developed and maintained using the goals and objectives of the City Council, a review of legislative priorities from the League of California Cities, League's Los Angeles Division, California Contract Cities Association and other partner agencies (see below), input from City Council and staff, research of current law and pending legislation, as well as discussions with local legislative staff and the City's legislative advocates.

Federal and state legislative proposals and policies consistent with the Legislative Platform may be supported by the City. Policies and proposals inconsistent with this Legislative Platform may be opposed by the City. For proposed legislation, either consistent with the City's Legislative Platform or consistent with legislative positions the City has taken in the past, City staff shall be authorized to prepare position letters with the Mayor's authorization. Items not addressed in the city's Legislative Platform may require further direction from the Intergovernmental Relations Committee and/or the City Council.

Legislative priorities may only address issues directly relevant to or impacting the provision of municipal services. Generally, the City will not address matters that are not pertinent to the City's local government services.

Organizations whose legislative programs the City follows:

Federal

- American Planning Association
- American Public Works Association
- American Water Works Association
- International Council of Shopping Centers
- National Recreation and Parks Association

- National League of Cities
- National Association of Telecommunications Officers and Advisors (NATOA)
- U.S. Conference of Mayors

<u>State</u>

- Association of California Water Agencies
- California Association of Local Economic Development
- California Building Officials
- California Contract Cities Association (CCCA)
- California Municipal Revenue and Tax Association
- California Municipal Utilities Association
- California Park & Recreation Society
- CalCities
- California Chapter, American Planning Association
- California Association of Environmental Professionals

Regional

- Central Basin Water Association
- Coalition for Practical Regulation
- Gateway Cities Council of Governments (Gateway COG)
- Gateway Water Management Authority
- Los Angeles County Sheriff's Department
- Metropolitan Transportation Authority
- Southern California Chapter of NATOA
- Southeast Los Angeles Workforce Development Board
- Southeast Water Coalition
- Southern California Association of Governments
- California Joint Powers Insurance Authority
- Greater Los Angeles County Vector Control District

Program Goals and Strategies

Program Goals:

- I. Advocate the City's legislative interests at the Federal, State and County levels.
- II. Inform and share information with our Legislators, City Council and staff on the legislative process and key issues and legislation that could have a potential impact on the City.
- III. Serve as an active participant with other local governments, the League of California Cities, regional agencies such as CCCA, Gateway COG and other local professional organizations on legislative/regulatory issues that are important to the City and region.
- IV. Seek grant and funding assistance for City projects, services and programs to enhance infrastructure and services for the community.

Strategies:

- I. Communicate legislative positions on proposed Federal, State and County legislation, measures, initiatives and governmental regulations.
 - a. Work with City departments and legislative advocates to develop positions on proposed legislative measures.
 - b. City staff will review the positions and analysis done by the League of California Cities, legislative advocates' feedback, and other local government/professional associations in formulating the City's positions.
 - c. The City will take positions only on proposals that clearly impact the City or pose a threat to local control.
 - d. Actively track key bills through the legislative process, utilizing the City's advocacy services, various legislative websites and other government and professional associations.
 - e. Work cooperatively with other cities, associations and the League of California Cities on advocating the city's legislative positions.
 - f. As necessary, participate in the drafting and amending of proposed federal and state measures that have the potential to significantly impact the City.
 - g. Meet with legislators and their representatives, as well as other federal, state and county government officials on a regular basis, to discuss local government issues, proposed legislation, requests for funding assistance and City projects, programs and services.
- II. Seek federal, state and county funding through earmarks, grants and other discretionary funding for City projects, services and programs.
 - a. Identify City projects for potential submittal for federal earmark consideration. Develop a submittal packet for legislators that provides funding need and project information.
 - b. Provide information to City departments on potential grant funding opportunities and recognition programs.
 - c. Advocate and request letters of support for grant applications that are being considered for federal, state and county funding.
- III. Share information with the City Council, staff and the community on legislative issues.

- a. Work closely with department heads and staff to determine their legislative priorities and funding needs for the upcoming legislative session.
- b. Provide updates on legislative issues to the Council and departments throughout the year.
- c. Educate the community in the City's advocacy efforts on legislative issues and funding requests.

2025 LEGISLATIVE PLATFORM

I. Local Control

- 1. Support the provision of municipal services through contracting.
- 2. Support legislation that preserves and enhances local control.
- 3. Oppose preemption of local authority whether by county, state or federal legislation or ballot measures.

II. Municipal Finance

- 4. Support legislation that further protects local government revenue from being taken, confiscated, shifted, diverted or otherwise used to fund state government operations and responsibilities.
- 5. Support legislation that allows cities to collect their "fair share" of sales tax allocation on internet or other remote transactions.
- 6. Support legislation that reforms the local government financing structure to create long term stability for public services, facilities and future city growth.
- 7. Support continued funding for the items below:
 - a. Community Development Block Grant (CDBG) program
 - b. Community Oriented Policing Services (COPS) program
 - c. Justice Assistance Grant (JAG) program
 - d. Public, Educational, and Government (PEG) community access television
- 8. Oppose legislation that would impose state mandated costs for which there is no guarantee or realistic expectation of local reimbursement or offsetting benefits.
- 9. Oppose legislation that would preempt or reduce local discretion over locally-imposed taxes.
- 10. Oppose legislation that changes the sales or property tax collection method or formula that would result in less overall tax revenue to local governments.
- 11. Oppose legislation that threatens a local government's right to receive compensation for use of its public right of way.
- 12. Oppose any effort to eliminate, or cap, the tax-exempt status of municipal bonds, one of the few tools left for local governments to finance large capital projects.

III. Public Safety

- 13. Support legislation and funding that promote enhanced law enforcement services in the community.
- 14. Support legislation that provides for greater protection to victims of crime and accountability in criminal prosecution and sentencing.
- 15. Support legislative efforts to address the negative impacts of AB 109, Proposition 47 and Proposition 57 on local governments and provide local law enforcement with the appropriate tools to reduce criminal activity.
- 16. Support legislation that maintains public safety and provides additional tools and resources to address challenges such as homelessness, mental health, and drug rehabilitation.
- 17. Support legislation that encourages legislators to coordinate and consult closely with law enforcement agencies prior to introducing legislation that affects public safety.
- 18. Support reasonable criminal justice reform measures that are inclusive of concerns from prosecutors, victims' rights groups, and law enforcement agencies and do not hinder law enforcement's ability to protect the community.
- 19. Support programs that help ensure public safety through the assistance and rehabilitation of individuals challenged with mental and/or substance abuse illnesses and increase awareness and training opportunities.
- 20. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.
- 21. Support legislation and funding that promote traffic and pedestrian safety.
- 22. Support legislation that criminalizes illegal behavior in cyberspace and on social media.
- 23. Support legislation that increases the fine amounts greater than \$1,000 for local ordinance violations related to the sale, use, possession and/or transportation of illegal and/or dangerous fireworks as defined by Health and Safety Code.

IV. Economic Development and Local Land Use

- 24. Support legislation that encourages sustainable economic development for cities to create jobs and improve the economy.
- 25. Support legislation that strengthens local control for land use and zoning regulations.

- 26. Support legislation that returns local governments' ability to enact property tax increment financing or other redevelopment tools.
- 27. Support training and development initiatives and funding that support the collaboration between community partners, including, but not limited to non-profits, school and community college districts and the workforce development board.
- 28. Support measures that support the City's continued efforts to retain and promote local businesses and for removal of regulations that impose excessive requirements or restrictions that hinder the success of these enterprises.
- 29. Support legislation that will restore funding mechanisms to promote continued economic development, including initiatives to provide financing for business assistance loans and infrastructure improvements.
- 30. Support legislation preserving the city's interest in telecommunication, broadband and infrastructure operations.
- 31. Oppose efforts to require additional CEQA review and process requirements that delay projects and increase costs.
- 32. Oppose legislation that seeks to limit or eliminate municipal authority to regulate street or sidewalk vendors.

V. Housing and Homelessness

- 33. Support legislation that seeks to address the inequitable allocation of property taxes to "No and Low" property tax cities. This is critically important as the State attempts to address the housing crisis.
- 34. Support legislation that provides flexibility, support and resources to cities to assist with the development of affordable housing options and programs for all income levels in the community.
- 35. Support incentives for cities to create regional and collaborative solutions to address homelessness.
- 36. Support the expansion of conservatorship laws allowing for increased guardianship control and health supervision of those suffering from mental illness; and recognizes mental illness and addiction as a contributor to chronic homelessness.
- 37. Support legislation and funding from the county, state and federal government for expanded outreach teams in collaboration with law enforcement, first responders, and the county's health and mental health departments for those affected by homelessness and mental health issues.
- 38. Support legislation that addresses chronic homelessness among individuals lacking mental capacity.
- 39. Support direct Measure H funding on an annual basis for cities like Lakewood that are required to contribute additional sales tax.
- 40. Oppose legislation that seeks to convert the Regional Housing Needs Allocation (RHNA) process from a planning process to a production standard.

- 41. Oppose legislation that penalizes a city or local government if the units identified in RHNA are not constructed.
- 42. Oppose efforts and legislation that propose to limit public engagement, design and environmental review related to housing projects.
- 43. Oppose legislation that would remove local control, allow for irresponsible housing development and interfere with protection of established residential neighborhoods.
- 44. Support and pursue the repeal of state laws that affect local control on housing and land use.

V. Infrastructure

- 45. Support legislation that provides adequate and consistent funding to support acquisition, development, operation and maintenance of recreation services and facilities.
- 46. Support legislation that provides ongoing and sustainable transportation infrastructure funding, including funds for the preservation and maintenance of streets and roads.
- 47. Support legislation that appropriates state funds to local and regional projects for transportation projects, such as the West Santa Ana Branch transit corridor project.
- 48. Support legislation that provides funding for water, wastewater, and stormwater infrastructure; flood prevention, water resources planning and development; and water quality improvement.
- 49. Support development of reasonable policies, strategies and programs to protect the environment, reduce greenhouse gas emissions, increase energy efficiency and increase the use of alternative/renewable energy sources.
- 50. Support legislation that allocates cap and trade auction revenue to local governments.
- 51. Support legislation that bridges the digital divide as equitable access to information and communication technologies are becoming increasingly essential for everyday life.
- 52. Support legislation and park bond measures that provide per capita grants to local governments to fund parks and capital improvements, as well as recreation programs that enhance the quality of life for Lakewood residents.
- 53. Support legislation that provides funding for the rehabilitation, development, and capital improvements of local parks and community facilities.
- 54. Support regional planning and investments in electric vehicle charging infrastructure (both public and private) and zero-emissions equipment through robust grants and financial incentives.
- 55. Support legislation that supports local control and flexibility to regulate solid waste and recyclables.

- 56. Support legislation that provides funding for local governments to create capacity around current and future State recycling mandates.
- 57. Oppose unnecessary modifications to the Los Angeles County Flood Control conveyance system, including the Los Angeles and San Gabriel Rivers that could require properties to purchase federal flood insurance.
- 58. Oppose Federal Emergency Management Agency (FEMA) flood insurance reforms to require properties in residual risk areas, those protected by dams or levees, to purchase flood insurance even when the man-made structures are certified to provide at least 100-year protection.
- 59. Oppose legislation to establish a public goods charge or other permanent statewide tax on water to fund statewide water solutions.
- 60. Oppose legislation that directs local transportation funds away from cities.

VI. General Government

- 61. Support legislation that preserves public, educational, government (PEG) television channel funding, and programming support by video service providers, such as: payments to local government of franchise fees and PEG fees.
- 62. Support reasonable reform of local government pension systems that is respectful of local control and local collective bargaining processes.
- 63. Support legislation that reforms the workers compensation system to lower employer costs while continuing to protect employees.
- 64 .Support legislation that provides resources to cities to improve disaster preparedness, recovery and resiliency.
- 65. Oppose legislation that usurps local government's authority to restrict or regulate the sale, manufacture and use of alcohol, medical marijuana dispensaries, collectives and cooperatives, and recreational marijuana dispensaries or other distribution points.
- 66. Support legislation for cities to maintain local services and provide relief to local residents and businesses, including shoring up funding for the decline in sales tax revenue and providing flexibility on funding for cities to continue to provide services.
- 67. Support legislation that provides funding to local agencies for emergency planning, disaster training, preparedness, prevention, protection, mitigation, response, recovery and resiliency to disasters, biological and environmental threats.
- 68. Support legislation that enhances community control of public education.
- 69. Oppose policies and legislation that compromise the City's ability to enforce state and local parking ordinances.
- Support legislation or regulation that funding sources such as Measure R and M and any other local funds should only use local procurement processes and not the federal process.

- 71. Support legislation that simplifies pass-through of federal funding from the state to local agencies. The ability to apply for and use these funds in a timely manner should be made as simple as possible.
- 72. Legislation that applies to local governing boards should also equally apply to state representatives.

VII. Social Justice and Equity

- 73. Support legislation and funding that provides residents with equitable access to City programs and services.
- 74. Support legislation and funding for the City and its community partners to proactively engage with residents on issues of prejudice, discrimination and social justice to promote education, understanding, expanded opportunity and acceptance between diverse groups in the community, making Lakewood a welcome place for everyone.

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TO: The Honorable Mayor and City Council

SUBJECT: Lakewood Youth Hall of Fame Program

INTRODUCTION

The 43rd Annual Lakewood Youth Hall of Fame Banquet will be held Monday, February 24, 2025, beginning at 6:30 p.m. at The Centre. The annual program recognizes the athletic achievements of high school and youth athletes who live in Lakewood or attend school in Lakewood. Awards will be presented for Performer of the Year in each sport, various Special Achievement awards, including Scholar Athlete of the Year, and the highlight of the event, the crowning of the Athlete of the Year. The Hall of Fame Board of Electors convened January 9, 2025, to select the 2024 Athlete of the Year and honors for other athletes and coaches.

STATEMENT OF FACT

The Lakewood Youth Hall of Fame event is a prime example of combining the resources and efforts of public, private and non-profit organizations for a community sports recognition program. The program is sponsored primarily by the City of Lakewood and Piazza Family McDonald's Restaurants. More than a dozen other local businesses and service organizations such as the Rotary Club of Lakewood and Soroptimist International of Lakewood/Long Beach participate as program sponsors.

Each year, representatives from Lakewood-based high schools and area sports organizations, as well as members of the community, are invited to submit nominations and detailed information on athletes' achievements for the consideration of awards. The Board of Electors, a volunteer panel of community members and school administrators, meets, deliberates and votes by secret ballot for each award category and selects those individuals and teams who will be enshrined in the Hall of Fame. In addition to Athlete of the Year, the Board of Electors considers nominees for Performer of the Year in nearly 20 sports and several additional Special Achievement categories. Every year, new honorees are added to the display at the Lakewood Youth Hall of Fame gallery located in the McDonald's restaurant on Woodruff Avenue. In addition to being immortalized in the Hall of Fame at the McDonald's restaurant, state and local elected officials recognize the honorees with certificates of commendation for their accomplishments.

The Hall of Fame Board of Electors selected Nyemah King from Lakewood High School as the 2024 Athlete of the Year. In 2024, Nyemah played both Girls Basketball and Flag Football for the Lakewood Lancers.

Lakewood Youth Hall of Fame Program February 11, 2025 Page 2

On the playing court, Nyemah served as Point Guard earning an average 25.9 points, 3.2 steals, 2.7 assist and 6.4 rebounds per game. These outstanding stats earned her 1st Team All-CIF, 1st Team Moore League, Team MVP, Offensive Player of the Year, Press Telegram 1st Team Dream Team, More League Girls Basketball Player of the Year, Century Club Girls Athlete of the Year, and Press Telegram Athlete of the Year.

For flag football as wide receiver, Nyemah put up outstanding numbers with 15 touchdown receptions totaling over 1,500 passing yards with a remarkable 1,000 yards of rushing. On the defensive end as safety, she ended the season with 10 interceptions and 3 sacks. Her efforts helped lead Lakewood to a historic CIF appearance, winning 2 playoff games and helping Lakewood advance to the 3rd round of CIF-SS Division 3 Playoffs. Nyemah was named 1st Team All-CIF, 1st Team Moore League, Team MVP, and Scholar Athlete.

SUMMARY

On Monday, February 24, the 43rd Annual Lakewood Youth Hall of Fame Banquet will be held at The Centre honoring Lakewood's young athletes for notable achievements in sports seasons concluding in the 2024 calendar year. In total, 20 Performers of the Year, 32 Distinguished Nominees, 14 Special Achievement Winners and 18 Championship Teams will be recognized. It is anticipated that this year's banquet will draw more than 400 members of the community to recognize the inductees for 2024. Tickets for the Hall of Fame Banquet are on sale for \$48 for adults and \$38 for students through February 13.

RECOMMENDATION

Staff recommends the City Council receive and file the report on Lakewood Youth Hall of Fame Program.

Valarie Frost, Director \(\forall \) Recreation and Community Services

Thaddeus McCormack PB fa TM City Manager