SACHI A. HAMAI
Interim Chief Executive Officer

County of Los Angeles
CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

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Fifth District

March 17, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

TEN-YEAR LEASE RENEWAL
PUBLIC LIBRARY
6600 EAST DEL AMO BOULEVARD, LAKEWOOD
(FOURTH DISTRICT)
(3 VOTES)

SUBJECT

A ten-year lease renewal for the Public Library to provide continued use of 7,100 square feet of Library space and 23 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease renewal is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

2. Approve and instruct the Mayor to sign the ten-year lease renewal with the City of Lakewood (Landlord) for the Public Library to occupy 7,100 square feet of office space and 23 on-site parking spaces located at 6600 East Del Amo Boulevard, Lakewood, at an initial annual rental cost of $26,982.

3. Authorize the Interim Chief Executive Officer and the County Librarian to implement the project. The lease will be effective upon approval by the Board of Supervisors.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Public Library has occupied the facility since 1972, and has a continued need for a library in this area. The existing lease expired July 29, 2012, and the Public Library is currently occupying the premises on a month-to-month holdover basis. The Public Library operates the George Nye Jr. Library (George Nye Library) serving the City of Lakewood (City) community and surrounding neighborhoods.

The George Nye Library is one of two County libraries located in the City, with the second location, known as the Angelo M. Iacoboni Library (Iacoboni Library) located at 4990 Clarke Avenue in the City's Civic Center. The location of the George Nye Library is desirable, situated two miles from the Iacoboni Library, on the east end of the City, serving Public Library patrons in that area.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Integrated Services Delivery (Goal 3) directs that we maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. The proposed lease renewal supports this goal by continuing to provide library services to patrons residing in the community. The lease renewal is in conformance with the Asset Management Principles as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease renewal will provide the County continued use of the library facility comprised of 7,100 square feet and 23 on-site parking spaces for an annual rent of $26,982. The Public Library is responsible for all operating and maintenance costs associated with the County's occupancy. The Public Library is a special fund Department. The program is funded primarily by property taxes and special taxes.

Sufficient funding to cover the projected lease renewal costs for the proposed lease is included in the Public Library's Fiscal Year (FY) 2014-15 Operating Budget. Attachment B is an overview of the lease costs associated with this lease renewal.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed lease renewal will provide continued use of a 7,100 square foot library facility and 23 on-site parking spaces. Use of the facility and parking spaces will not be expanded beyond the scope of the base lease. The proposed lease renewal contains the following provisions:

- A ten-year lease renewal commencing upon approval by the Board of Supervisors.

- A modified-gross or split-service lease whereby the County is responsible for the operational and janitorial costs and some building repairs of the facility and the landlord is responsible for the major building maintenance and repairs as specified in the lease.

- A cancellation provision whereby either party may terminate anytime, upon the City's withdrawal from the County Public Library system.

The Chief Executive Office (CEO), Real Estate Division staff conducted a survey within the service area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the survey area that could suitably accommodate this requirement more economically, nor are there any County-owned or leased facilities available for this program. Based upon said survey, staff has established that the rental range for similar space is between $18.00 and $30.00 per square foot per year on a modified-gross basis. Thus, the base annual rental rate of $3.80 per square foot per annum for the proposed lease, including parking, represents a rate well below the market range for the area. Attachment C shows County-owned or leased facilities available for the program.

The Department of Public Works inspected this facility and found it suitable for County occupancy. The building was not surveyed for compliance with the Americans with Disabilities Act (ADA) by the County, as the City conducted their own internal inspection and will address ADA items where they are able to comply. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.

A child care center is not feasible for the department in the proposed leased premises. The proposed lease renewal will provide a central and appropriate location, which is consistent with the County's facility location policy adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

The CEO has concluded that this project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

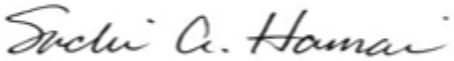
IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease will adequately provide the necessary space for this County requirement, and the Public Library concurs with the recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return two originals of the executed lease, two certified copies of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



SACHI A. HAMAI

Interim Chief Executive Officer

SAH:TT:CMM
CEM:RL:FC:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Library

PUBLIC LIBRARY
6600 EAST DEL AMO BOULEVARD, LAKEWOOD
Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	**Occupancy**				
	A	Does lease consolidate administrative functions?[2]			X
	B	Does lease co-locate with other functions to better serve clients? [2]			X
	C	Does this lease centralize business support functions?[2]			X
	D	Does this lease meet the guideline of 200 sq. ft. of space per person?[2] **This is a Public Library.**			X
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?[2] **The parking lot is shared with a public park next door which contains more than 23 spaces.**		X	
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?[2] **The area is serviced by Long Beach Transit Bus System**	X		
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program? **The Library is a Special Fund Department, not a general fund Department**		X	
	B	Is this a long term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Attachment C?	X		
	G	Was build-to-suit or capital project considered?			X
3.	**Portfolio Management**				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?			X
	D	Why was this program not co-located?			X
		1. ____ The program clientele requires a "stand alone" facility**.**			
		2. _X_ No suitable County occupied properties in project area.			
		3**.** ____ No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease?[2]		X	
	F	Has growth projection been considered in space request?	X		
	G	Has the Dept. of Public Works completed seismic review/approval?	X		

[1]As approved by the Board of Supervisors 11/17/98

[2]If not, why not?

ATTACHMENT B

FISCAL IMPACT/FINANCING
OVERVIEW OF LEASE CHANGES

6600 East Del Amo Boulevard, Lakewood	**Existing Lease**	**Proposed Extension/Amendment**	**Change**
Area (square feet)	7,100	7,100	None
Term	10 years (7/30/2002-7/29/2012) Currently on month-to-month holdover	10 years upon approval (2015–2025)	None
Annual Rent	$26,982	$26,982	None
Base TI Allowance	None	None	None
Additional TI Allowance	None	None	None
Annual TI Reimbursement	None	None	None
Maximum Annual Rent	$26,982	$26,982	None
Cancellation	Anytime by either party, with 90 days' notice.	Anytime by either party, with 90 days' notice.	None
Parking (included)	23 spaces	23 spaces	None
Option to Renew	No options remaining	Two 10-year options	+ Two 10-year options
Rental Adjustment	None-flat over 10 years	None-flat over 10 years	None

ATTACHMENT C

PUBLIC LIBRARY
6600 EAST DEL AMO BOULEVARD, LAKEWOOD
SPACE SEARCH-WITHIN 5 MILE RADIUS

LACO	Facility Name	Address	Bldg Use	Ownership	Gross SQFT	Available SQFT
A556	DMH/DC&FS-COMPTON FAMILY SERVICES CENTER	921 E COMPTON BLVD, COMPTON 90221	SERVICE CENTER	LEASED	30,090	NONE
C600	DPSS-SOUTH FAMILY AP/SPECIAL DISTRICT OFFICES	17600 S SANTA FE AVE, RANCHO DOMINGUEZ	OFFICE	LEASED	133,000	NONE
X169	DPSS-COMPTON AP DISTRICT OFFICE	211 E ALONDRA BLVD, COMPTON 90220	OFFICE	OWNED	48,135	NONE
A068	NORWALK GOVERNMENT CENTER (AKA BECHTEL BLDG)	12440 E IMPERIAL HWY, NORWALK 90650	OFFICE	LEASED	216,324	NONE
A553	DMH-GOVERNMENT CENTER BLDG	12440 E IMPERIAL HWY, NORWALK 90650	OFFICE	LEASED	10,838	NONE
D221	DPSS-NORWALK WS DISTRICT OFFICE	12727 NORWALK BLVD, NORWALK 90650	OFFICE	LEASED	40,500	NONE
X168	HARRY HUFFORD REGISTRAR-RECORDER/CO CLERK BLD	12400 E IMPERIAL HWY, NORWALK 90650	OFFICE	FINANCED	262,510	NONE
6444	PUBLIC LIBRARY-CLIFTON M BRAKENSIEK LIBRARY	9945 E FLOWER ST, BELLFLOWER 90706	LIBRARY	OWNED	20,160	NONE
6059	DOWNEY ADMIN CTR-ADMINISTRATIVE CENTER BLDG	9150 E IMPERIAL HWY, DOWNEY 90242	OFFICE	OWNED	328,171	NONE
5368	PUBLIC LIBRARY-NORWALK LIBRARY	12350 IMPERIAL HWY, NORWALK 90650	LIBRARY	OWNED	33,749	NONE
A358	DPSS-COMPUTER SERVICES/ LEADER PROGRAM OFFICE	14714 CARMENITA RD, NORWALK 90650	OFFICE	LEASED	44,250	NONE
6418	PUBLIC LIBRARY-LA MIRADA LIBRARY	13800 LA MIRADA BLVD, LA MIRADA 90638	LIBRARY	OWNED	15,704	NONE
A020	SHERIFF-RANCHO DOMINGUEZ OFFICE	3010 E VICTORIA ST, RANCHO DOMINGUEZ	OFFICE	LEASED	14,040	NONE
A139	DCFS-SOUTH COUNTY (SPA 8)	4060 WATSON PLAZA DR, LAKEWOOD 90712	OFFICE	LEASED	87,200	NONE
A959	DPSS-PARAMOUNT AP DISTRICT/GAIN PROGRAM REG V	2959 E VICTORIA ST, RANCHO DOMINGUEZ	OFFICE	LEASED	54,000	NONE
5867	PUBLIC LIBRARY-ANGELO M IACOBONI LIBRARY	4990 CLARK AVE, LAKEWOOD 90712	LIBRARY	OWNED	22,000	NONE
A126	DA-CRIMINAL JUSTICE INFORMATION SYSTEM/ ISAB	12750 CENTER COURT DR, CERRITOS 90703	OFFICE	LEASED	20,187	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: Ten-Year Lease Renewal for the Public Library–6600 East Del Amo Boulevard, Lakewood – 4th District – cancellation provision at any time upon the City of Lakewood's (City) withdrawal from the County Public Library System.

A. **Establish Service Function Category** – Local public service function.

B. **Determination of the Service Area** –The proposed lease will allow the Public Library to continue to operate their library facility serving the residents of the City and surrounding area.

C. **Apply Location Selection Criteria to Service Area Data**

- Need for proximity to service area and population: Public Library programs are located throughout the County serving all geographic areas for its consumers, providers and stakeholders. The proposed lease site is located in the City, two miles from the Iacaboni Library in the same City.

- Need for proximity to existing County facilities: The library is located in the City, two miles East of another County Public Library, the Iacaboni Library.

- Need for proximity to Los Angeles Civic Center: N/A

- Economic Development Potential: The City was the State's first "contract city" providing most of their municipal services through contracts with County agencies, regional service providers, and private industry. Today, the City continues to contract for services, providing flexibility to the City. The economic base of the City is primarily commercial and retail with almost 3,000 businesses and continues to promote a business friendly environment with their "Shop Lakewood and Stay Lakewood Loyal" efforts.

- Proximity to public transportation: The City offers various Public transportation options, which include the Long Beach Transit bus system, the Metro Blue Line station located near the 710 Freeway, and proximity to the Metro Green Line.

- Availability of affordable housing for County employees: The City is predominantly owner-occupied (about 72 percent in 2010), and predominantly a single-family community with 85 percent of its housing units being single-family detached structures. The City has affordable housing, including assisted-housing programs such as Section 8 to help make rental housing affordable for low-income families.

- Use of historic buildings: N/A

- Availability and compatibility of existing buildings: There are no existing County buildings available to meet the Public Library's service needs.

- Compatibility with local land use plans: The City of Lakewood has been active in maintaining their infrastructure and preserving their neighborhoods with programs for neighborhood and park improvements as part of the City's master plan, and in 2012, completed a program to repave all residential and arterial streets in the City. The Department of Public Works inspected the facility and found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.

Estimated acquisition/construction and ongoing operational costs: The annual base rent of $26,982 comprises the annual lease costs for the facility. The Public Library has sufficient funding in its Fiscal Year 2014-15 Operating Budget to cover the proposed lease costs.

D. Analyze results and identify location alternatives

Based upon the space and service needs of the Public Library, staff surveyed the immediate area to determine the availability of comparable and more economical sites.

Based on a survey of the area, staff established the annual rental range for similar space is between $18 and $30 per square foot per year on a modified gross basis, including parking. Therefore, the proposed annual rent of $3.80, including parking, represents a rate well below the market range for the area.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost and other Location Selection Criteria

The Public Library has occupied this facility since 1972. The facility and location continues to adequately meet the needs of the Public Library, which is consistent with the County's Facility Location Policy adopted by the Board of Supervisors on July 24, 2012.

COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

DEPARTMENT: PUBLIC LIBRARY, as Tenant

LANDLORD: CITY OF LAKEWOOD, a Municipal Corporation

6600 East Del Amo Blvd, Lakewood

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COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICE

LEASE AGREEMENT

THIS LEASE is entered into as of the_____day of_____, 2015 between the CITY OF LAKEWOOD, a municipal corporation, ("Landlord" or "City"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION . 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) Tenant's Address for 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 222 South Hill Street, 3rd Floor Los Angeles, California 90012 Attention: Director of Real Estate Fax Number: (213) 217-4971
(c) Premises:	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 Exhibit B attached hereto (the "Property");
(e) Term:	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" 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.
(f) Projected Commencement Date:	Not Applicable
(g) Commencement Date:	See Section 1.1 (e)
(h) Irrevocable Offer Expiration Date:	Not Applicable
(i) Basic Rent:	$2,248.50 per month (which is based upon a rental rate of $0.32 per rentable square foot (adjustable only as provided in Sections 5 hereof.)
(j) Early Termination Notice Date:	Either party may terminate anytime, upon City's withdrawal from the County Public Library System. See Section 4 (d).
(k) Rentable Square Feet in the Premises:	7,100
(l) Use:	Library or General office use or for any other lawful purposes not incompatible with other uses in the Building.
(m) Initial Departmental Use:	Public Library
(n) Parking Spaces:	23 Parking spaces to be marked "Library Parking Only"
(o) Normal Working Hours:	7:00 a.m. to 8:00 p.m., Monday through Friday and 8:00 a.m. to 6:00 p.m. Saturday, except New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day (on the days such holidays are generally observed) and such other holidays as are generally recognized by the County of Los Angeles, California.
(p) Asbestos Report:	A report dated Dec. 2007 prepared by SCS Engineers. Report is not all inclusive.

1.2 Exhibits to Lease:

Exhibit A – Site Plan of Premises
Exhibit B- Legal Description of Property
Exhibit C – Landlord and Tenant Obligations

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. COMMON AREAS. Tenant may use the following areas ("Common Areas") in common with Landlord and other tenants of the Building: the entrances, lobbies 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) Term. 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) Early Termination. 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. RENT. 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) RENT ADJUSTMENT Not Applicable

6. USES. The Premises are to be used only for the uses set forth in Section 1 herein. Special Events the adjoining city park premises shall require prior written approval or completion of a City Recreational Use Agreement, as applicable from the City.

7. HOLDOVER. 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 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. COMPLIANCE WITH LAW. 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 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, 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) Tenant Termination Right. 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

(d) Default By Landlord. 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, heating, ventilating and air conditioning ("HVAC"), 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) Landlord Obligations. 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, (i) the structural elements of the Building, including without limitation, all permanent exterior walls, and load-bearing (interior) walls, roof, concealed plumbing, stairways, concealed electrical (ii) mechanical (excluding HVAC), electrical, and plumbing serving the Building (iii) the Common Areas; (iv) exterior windows of the Building. Landlord, at its sole cost and expense, shall also perform all maintenance and repairs to the Premises, and shall keep the Premises in good condition and repair, reasonable wear and tear excepted. Landlord's repair obligations include, without limitation, repairs to: Items mentioned in **Exhibit C**.

(c) Tenant Obligations. 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 Tenant, 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) Tenant's Right to Repair. 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 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) Heating, Ventilation and Air Conditioning. 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 Exhibit C, 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) Electricity. 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) Water. Landlord shall make available water for normal lavatory and potable water meeting all applicable governmental standards for drinking purposes in the Premises.

(e) Janitorial. 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.

(f) Access. 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 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.

12. LANDLORD ACCESS. 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) Default. 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) Termination. 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) No Effect on Indemnity. 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 Section 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) Waiver. 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) Emergency. 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. ASSIGNMENT AND SUBLETTING. 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) Landlord Consent. 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) End of Term. 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) Controlling Terms. 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) Total Taking. 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) Partial Taking. 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) Award. 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) Waiver of Statute. 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) Tenant's Indemnity. Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Tenant or its employees, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees. Nothing in this Lease shall be construed to waive, limit or supersede any of Tenant's rights or immunities under the California Labor Code, including but not limited to a waiver pursuant to section 3864 of the Labor Code.

(b) Landlord's Indemnity. Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Building or Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors, or arising from any breach or

default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

19. INSURANCE.

(a) Landlord's Insurance. 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) Insurance Requirements. 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) Certificates. 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) Waiver of Subrogation. 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) Tenant's Rights. 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) Parking Lot Improvements. County and City agree to jointly share in the cost of renovating the parking lot which serves both George Nye Library and Mae Boyar Park. The parking lot renovation shall include reconfiguration of existing parking spaces to accommodate two accessible parking spaces with code compliant access aisles, striping, and signage. At least one accessible space shall be designated as "Van Accessible" and include code compliant signage, striping and access aisle. The accessible parking spaces shall serve both library and City program functions and shall not include any other markings. The parking lot renovation shall also include repair to correct tree root damage and re-direction of a portion of the existing water run-off swales to prevent ponding water at the accessible ramp/path of travel; repair of accessible ramp to sidewalk, removal and replacement of the north and south ends of the center concrete median to correct lifting sidewalk sections; a designated reserved location striped for the 3 yard waste disposal bin at the southern most location of the parking lot; resurfacing and restriping of entire lot. Striping shall include the Library staff identification and also be designated as "Library Parking Only".

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) Landlord Indemnity. 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) Tenant Indemnity. 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. TENANT IMPROVEMENTS. 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 no alterations or improvements being made by Landlord.

24. LIENS. 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. SURRENDER OF POSSESSION. 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. SIGNAGE. Tenant shall be permitted to install at the Premises reasonably appropriate interior signs that conform with any and all applicable laws and ordinances. No Exterior signs will be allowed without Landlord prior approval.

28. QUIET ENJOYMENT. 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) Headings. 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) Successors and Assigns. 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) Brokers. 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) Severability. 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) Governing Law and Forum. 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) Waivers. 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) Time of Essence. Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent. 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.

(l) Memorandum of Lease. Not Applicable.

30. 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) Solicitation of Consideration. 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) Landlord Assignment. Not Applicable.

32. IRREVOCABLE OFFER. Not Applicable.

33. OPTIONS TO RENEW. Tenant shall have the option to renew the term of this lease for two (2) separate and successive periods of ten (10) years each under the same terms and conditions, provided that the parties agree on the amount of the rent to be paid during such renewal period(s). In the event that 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 180 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:

Jo Mayberry
City Clerk

TODD ROGERS
Mayor

APPROVED AS TO FORM:

Steven Skolnik
City Attorney

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
Name: MICHAEL D. ANTONOVICH
Mayor, Board of Supervisors

ATTEST:

PATRICK OGAWA
Acting Executive Officer-Clerk
of the Board of Supervisors

_____
Deputy

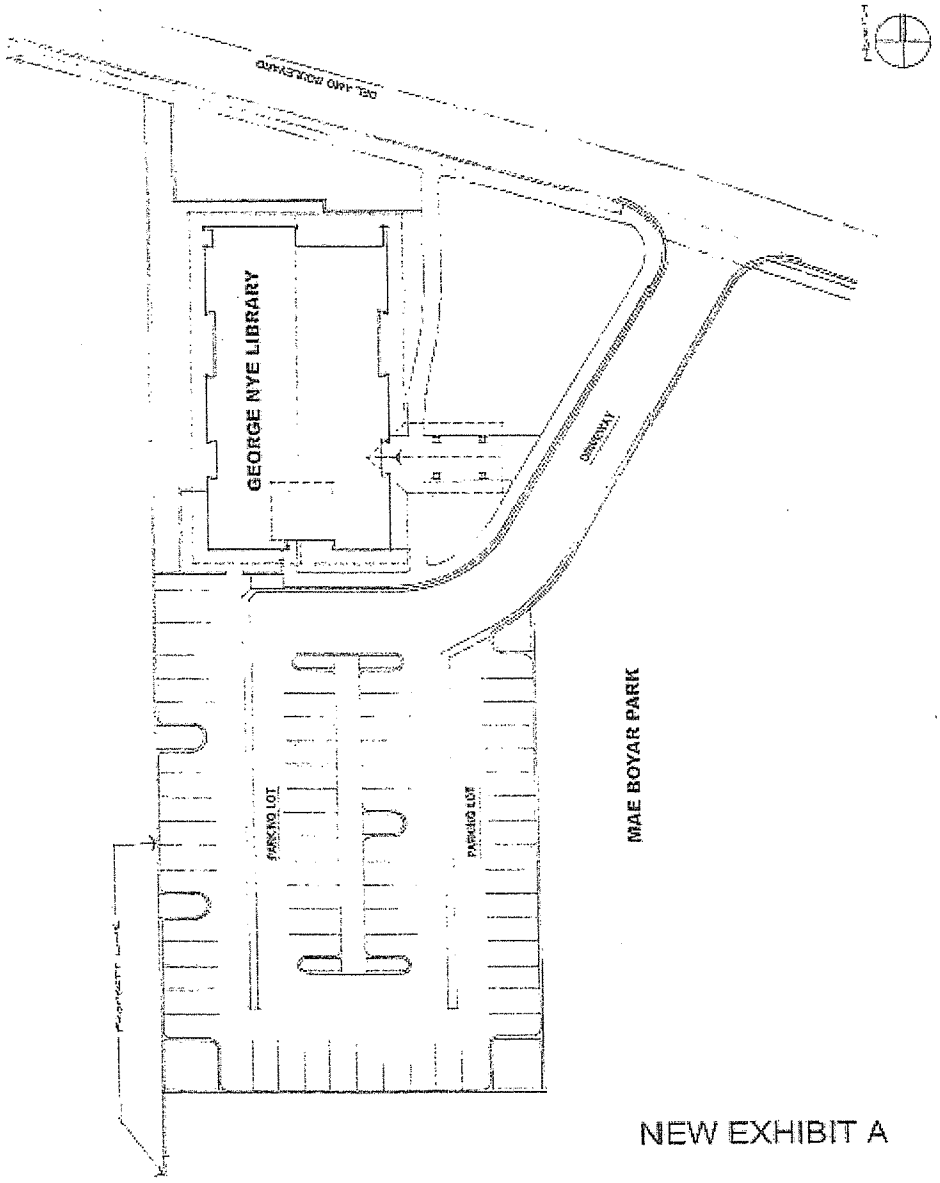
APPROVED AS TO FORM:

MARK J. SALADINO
County Counsel

_____
Deputy

EXHIBIT A

SITE PLAN OF PREMISES



NEW EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

Legal Description

DEL AMO PUBLIC 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 0°11'40" West along said easterly line 24.00 feet to the true point of beginning; thence continuing South 0°11'40" West along said easterly line 124.50 feet; thence North 89°48'20" West 16.30 feet; thence South 0°11'40" West 204.00 feet; thence North 89°48'20" West 66.70 feet to the westerly line of said certain parcel of land; thence North 0°11'40" East along said westerly line 204.00 feet; thence South 89°48'20" East 19.00 feet; thence North 0°11'40" 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 _____ Deputy

EXHIBIT C

LANDLORD AND TENANT OBLIGATIONS FOR REPAIRS AND MAINTENANCE

Landlord Obligations:

1. Parking Lot, and hardscape surfaces: including asphalt repairs, slurry coat, striping, parking lot exterior signage. Note: One time modifications identified in Section 20 (b) will be a shared cost between the Landlord and Tenant as described in Section 20 (b).

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. Monument sign.

9. Roof and rain gutters.

10. Brick and masonry.

11. Plate glass window replacement and window seals.

Tenant Obligations:

1. Parking Lot: One time modifications identified in Section 20 (b) will be a shared cost between the Landlord and Tenant as described in Section 20 (b).

2. Maintain, repair, replace and service HVAC as needed as determined by the County of Los Angeles Public Library.

3. Interior Lighting: Ballasts, lamps, light bulbs, light lenses.

4. Paint in interior premises.

5. Exposed Plumbing, including topical repair of sink, urinal and water closet 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.
    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 County of Los Angeles Public 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.