

MOTION

For Tuesday, June 30, 2015

The Empowerment Congress Central Area Neighborhood Development Council seeks City Council approval to lease office space at 5349 Crenshaw Blvd #105, Los Angeles, CA 90043.

On April 14, 2004, the City Council unanimously approved Ordinance 175937 that created a streamlined process through which neighborhood councils can lease office space. City Charter Section 371(a) requires that such leases be approved by the City Council.

The Department of Neighborhood Empowerment has negotiated a Standard Neighborhood Council Lease Agreement between the City, on behalf of the Empowerment Congress Central Area Neighborhood Development Council, and Wesley Smith, for office space located at 5349 Crenshaw Blvd #105, Los Angeles, CA 90043. The location is approximately 273 square feet of office space. The term of the lease shall be from July 1, 2014 through June 30, 2015, up to one year. The rental amount of \$500.00 per month will be paid from the Empowerment Congress Central Area Neighborhood Development Council's annual funding allocation in a lump sum amount of \$6,000.00 effective the first day of the lease term. The site is acceptable to the tenant, the parties agree to the terms and conditions, and the Office of the City Attorney has approved the lease as to form and legality.

I THEREFORE MOVE that the City Council retroactively Approve the executed Neighborhood Council Lease Agreement between the City of Los Angeles, through the Department of Neighborhood Empowerment, on behalf of the Empowerment Congress Central Area Neighborhood Development Council, and Wesley Smith, under the terms and conditions outlined in the attached Neighborhood Council Lease Agreement dated .

PRESENTED BY: *Bernard C. Parks*
BERNARD C. PARKS
Councilmember, 8th District

SECONDED BY: *[Signature]*

[Signature]

ORIGINAL

NEIGHBORHOOD COUNCIL LEASE AGREEMENT

BETWEEN CITY OF LOS ANGELES AND WESLEY SMITH

Location: 5349 CRENSHAW BOULEVARD #105, Los Angeles, CA 90043

ARTICLE 1. BASIC PROVISIONS

1.1 **Date and Parties.** This lease agreement ("Lease") is dated, for reference purposes only, May 7, 2014, and is between Wesley Smith ("Landlord") and CITY OF LOS ANGELES ("City"), acting on behalf of its Empowerment Congress Central Area Neighborhood Development Council ("Neighborhood Council"), upon the provisions and conditions contained in this Lease. Landlord is the owner with principal offices at 5349 Crenshaw Boulevard, Suite 101, Los Angeles, CA 90043 and tenant, City of Los Angeles, is a municipal corporation, organized under the laws of the State of California, acting through its Department of Neighborhood Empowerment, 200 North Spring Street, 20th Floor, Suite 2005, Los Angeles, CA 90012.

1.2. **Premises.** Landlord leases to City and City leases from Landlord, the real property located in the City of Los Angeles, State of California, containing 273 sq. feet of office space within the building ("Building") located at 5349 Crenshaw Boulevard #105, Los Angeles CA 90043 ("Premises"). Premises are acceptable to the tenants as of May 7, 2014.

1.3. **Building Ownership.** Landlord warrants that Landlord is legally authorized to rent an interior office of the premise as described in Section 1.2.

1.4. **Execution Date.** The phrase "Execution Date" for Landlord shall mean the date it is signed, dated, and delivered by Landlord or Landlord's authorized representative. The phrase "Execution Date" for Tenant, City of Los Angeles, shall mean the date that the General Manager of the Department of Neighborhood Empowerment has signed, dated, and delivered the lease to Landlord. The General Manager of the Department of Neighborhood Empowerment is only authorized to execute this lease after the City Council has approved the lease and the City Clerk has evidenced same by signature/attestation.

ARTICLE 2. NOTICES

2.1. **Notices.** All notices and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands shall be personally delivered (including by means of professional messenger service), sent by United States mail, postage prepaid, return receipt requested, or transmitted by telecopier (e.g., Fax) or electronic mail (upon mutual agreement of participating parties), in which case the receiving party shall immediately confirm receipt of such telecopied or e-mailed notice. All notices are effective upon receipt. Any Right of Way number shall be included in all notices. For the purposes of such notices, the addresses for the parties are set forth in Section 2.2 below. Either party may from time to time designate another person or place in a notice.

2.2. **Notices - Where Sent.** All notices given under this Lease which are mailed or telecopied shall be addressed to the respective parties as follows:

To City:

City of Los Angeles
c/o Department of Neighborhood Empowerment
200 North Spring Street, 20th Floor, Suite 2005
Los Angeles, CA 90012
Phone: (213) 978-1551
Fax: (213) 978-1571

With an additional copy to:

Corey W. Flournoy, NC President
Empowerment Congress Central Area NDC
5349 Crenshaw Boulevard #105
Los Angeles, CA 90043
Phone: (323) 789-1449
chair@eccandc.com

To Landlord:

Mr. Wesley Smith
5349 Crenshaw Boulevard, Suite 101
Los Angeles, CA 90043
Office Telephone: (323) 290-4080
wpfinloans@pacbell.net

With additional copies to:

Office of the City Attorney
Neighborhood Council Advice Division
200 N. Main Street, Suite 700
Los Angeles, CA 90012

Office of the City Attorney
Real Property/ Environment Division
200 N. Main Street, Suite 700
Los Angeles, CA 90012

ARTICLE 3. TERM

3.1. **Term.** The term of this Lease shall be for twelve months (12) months ("Term") only, commencing on July 1, 2014 ("Lease Commencement Date") and terminating on June 30, 2015 ("Lease Termination Date"), unless terminated earlier.

ARTICLE 4. RENTAL

4.1. **Rent.** City agrees to pay as rent for the Premises the sum of \$ 500.00 per month, which equals to \$6,000 ("Rent") for the entire term of the Lease payable from the Lease Commencement Date and as follows:

- On the first day of the full Lease Term (one single payment for the Term); **OR**
- On the first day of the first of each month of the Lease Term (twelve payments for the Term); **OR**
- On the first day of each of the first (1st), fourth (4th), seventh (7th), and tenth (10th) months of the Lease Term (four payments for the Term).

4.2. **Business Tax Registration Certificate.** Pursuant to the program of the Controller of the City of Los Angeles, City may withhold the payment of Rent under Section 4.1 and any additional rent where Landlord fails to have a Federal Tax Identification Number and a currently valid Business Tax Registration Certificate ("BTRC") or, where applicable, a valid Vendor Registration Number ("VRN") issued by the City Clerk of the City of Los Angeles pursuant to Los Angeles Municipal Code section 21.00, et seq. Such withholding of Rent does not relieve City from its obligation to pay such Rent, but City may withhold, without penalty or interest, all payments of Rent until Landlord has obtained a valid BTRC or VRN, after which City shall retroactively pay all Rent due and owing within sixty (60) days after notice from Landlord containing proof of registration and an itemized invoice of the Rent due. If Landlord is not legally required to possess either a BTRC or a VRN, this Section 4.2 shall not apply; provided, however, the burden of proof shall be on Landlord to establish such non-applicability.

4.3. **Parking.** At no additional cost to City, Landlord gives to City and City's authorized representatives and invitees the nonexclusive right to use 2 assigned tandem parking spaces.

ARTICLE 5. USE

5.1. **Use.** The Premises may be used as Tenant's administrative offices to support the Neighborhood Council services to be provided to the community, or similar uses.

5.2. **Signage.** City may place signs on the exterior windows, doors, or walls of the Premises identifying the nature of the services being provided within the Premises. Such signs are subject to the approval of Landlord, which approval shall not be unreasonably withheld or delayed. All signs, emblems, seals, logos, insignia, or other items containing the seal of the City of Los Angeles or otherwise indicative of the City of Los Angeles must be returned to City (or, where applicable, destroyed) upon termination of this Lease. Notwithstanding the above, no sign shall be placed on the Building, in the Building or on or around the Building which identifies any person, company or entity which is engaged

in the promotion, manufacture and/or distribution of materials or literature which is generally considered to be sexually explicit, pertains to the use of illegal drugs, or is considered to be anti-law enforcement.

ARTICLE 6. UTILITIES

6.1. **Utilities And Custodial Services.** Landlord shall provide all utilities and custodial services to the Premises at no additional cost to the City.

6.2. **HVAC.** During the Term, Landlord shall, at Landlord's cost, furnish to the Premises heat, ventilation, and air conditioning ("HVAC") reasonably required for the comfortable use and occupation of the Premises.

ARTICLE 7. REPAIRS AND MAINTENANCE

7.1. **Repairs And Maintenance.** Landlord shall keep and maintain the Premises and any common area of the Building in good condition and repair during the entire Term of this Lease. Landlord shall perform all required maintenance to the plumbing, electrical, and HVAC systems serving the Premises at Landlord's sole cost, including replacement of parts as necessary, and will indemnify City for all damages to the property of City if due to the negligence of Landlord, or its employees or agents, in performing such repairs or maintenance.

7.1.1. **Landlord's Responsibilities.** It is Landlord's responsibility to provide a Building, which is fully accessible to and usable by individuals with disabilities and otherwise in compliance with the Americans With Disabilities Act ("ADA"). Landlord shall be responsible, at its own cost, to make such modifications, additions, or changes to the Premises as are required for compliance with the ADA or other laws applicable to the disabled as defined within those laws.

7.2. **Limitations On Article.** Nothing in this Article 7 shall be construed to:

7.2.1. Require Landlord to forego or waive any exemption or other relief afforded it under the provisions of the ADA, so long as granting of such relief does not result in the shifting of responsibility for complying with the ADA to the City;

7.2.2. Require Landlord to take any action that would threaten or destroy the historic significance of an historic property;

7.2.3. Require Landlord to provide to individuals with disabilities personal devices, such as wheelchairs; individually prescribed devices, such as prescription eyeglasses or hearing aids; readers for personal use or study; or services of a personal nature including assistance in eating, toileting, or dressing; or

7.2.4. Necessarily require Landlord to make any other portion of the Building accessible to and usable by individuals with disabilities.

ARTICLE 8. HAZARDOUS MATERIALS

8.1. **No Hazardous Materials.** Landlord hereby represents to City that there are no Hazardous Materials in the Building or the real property upon which Building is situated. Except as otherwise expressly provided in this Lease, Landlord shall be responsible for the removal or encapsulation of any Hazardous Materials as necessary to comply with all applicable laws, codes, regulations, and ordinances and the requirements of the Environmental Protection Agency and any other regulatory agency having jurisdiction.

8.1.1. **Hazardous Materials - Defined.** The phrase "Hazardous Materials" as used in this Lease shall mean any product, substance, chemical, material, or waste whose presence, nature, quality, and/or intensity of existence, use, manufacture, disposal, transportation, spill, release, or effect, either by itself or in combination with other materials expected to be on the Premises, is either: (a) potentially injurious to the public health, safety, or welfare, the environment, or the Premises, (b) regulated or monitored by any governmental authority, or (c) a basis for liability of Landlord to any governmental agency or third party under any applicable statute or common law

theory. Hazardous Materials shall include, but not be limited to, hydrocarbons, petroleum, gasoline, crude oil, or any products, by-products, or fractions thereof.

ARTICLE 9. ASSIGNMENT

9.1. **No Assignment.** Neither the Premises nor any portion thereof shall be assigned or sublet without the consent of Landlord, however City, acting by and through its Department of Neighborhood Empowerment, may permit other City of Los Angeles Neighborhood Councils to use and occupy the Premises subject to the permitted uses as described in Section 5.1 of this Lease.

ARTICLE 10. INDEMNIFICATION AND WAIVER OF SUBROGATION

10.1. **Indemnification.** City shall indemnify and hold harmless Landlord from and against any and all claims arising from the acts or omissions of City or any of its officers, agencies, employees, contractors, or licensees in the occupancy or use of the Premises for the conduct of City business. Landlord agrees to promptly notify City of any claims for which City may be liable under this Section. City may at its option but under no obligation defend Landlord. Landlord shall indemnify City and hold harmless City from and against any and all claims or liabilities arising from the acts or omissions of Landlord or any of its officers, employees, licensees, or contractors. City agrees to promptly notify Landlord of any claim for which Landlord may be liable under this Section and Landlord may at its option but under no obligation defend City.

10.2. **Waiver Of Subrogation.** Each party hereto agrees to waive its rights of recovery against the other for any physical damage it may sustain to the extent that such damage is covered by valid and collectible property insurance. Each party will notify its respective insurers of such agreement.

ARTICLE 11. DEFAULT

11.1. **Default By City.** If default shall be made in any of the covenants herein agreed to be kept or performed by City, and such default shall continue for sixty (60) days after written notice to City, this Lease may be terminated by Landlord; provided, however, that any delay in payment of Rent due to delay in accounting, financial or budgetary procedures by City shall not be deemed a default unless such delay shall continue thirty (30) days or more from the date such payment was due.

ARTICLE 12. ORDINANCE MANDATED PROVISIONS

12.1. **Child Support Assignment Orders.** This Lease is subject to Section 10.10, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code related to Child Support Assignment Orders and by this reference incorporated herein. Pursuant to this Section, Landlord (and any subcontractor of Landlord providing services to City under this Lease) shall (.1) fully comply with all State and Federal employment reporting requirements for Landlord's or Landlord's subcontractor's employees applicable to Child Support Assignment Orders; (.2) certify that the principal owner(s) of Landlord and applicable subcontractors are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (.3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code section 5230, et seq.; and (.4) maintain such compliance throughout the Term of this Lease. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Landlord or an applicable subcontractor to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Landlord or applicable subcontractors to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default of this Lease subjecting this Lease to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Landlord by City.

12.2. **Non-Discrimination In Employment.**

12.2.1. **General Provision** Landlord agrees and obligates itself in the performance of this Lease not to discriminate against any employee or applicant for employment because of the employee's or applicant's race,

religion, national origin, ancestry, sex, sexual orientation, age, physical handicap, marital status, domestic partner status, or medical condition.

12.2.2. **Equal Employment Practices.** This Lease is a contract with or on behalf of the City of Los Angeles for which the consideration is \$1000.00 or more. Accordingly, during the performance of this Lease, Landlord further agrees to comply with Section 10.8.3 of the Los Angeles Administrative Code ("Equal Employment Practices"), and by this reference incorporated herein. By way of specification but not limitation, pursuant to Sections 10.8.3.E and 10.8.3.F of the Los Angeles Administrative Code, the failure of Landlord to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or penalties assessed except upon a full and fair hearing after notice and an opportunity to be heard have been given to Landlord. Upon a finding duly made that Landlord has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

12.2.3. **Equal Benefits Provisions.** This Lease is subject to Section 10.8.2.1, Article 1, Chapter 1, Division 10 of the Los Angeles Administrative Code ("Equal Benefits Provisions") related to equal benefits to employees. Landlord agrees to comply with the provisions of Section 10.8.2.1. By way of specification but not limitation, pursuant to Section 10.8.2.1.c of the Los Angeles Administrative Code, the failure of Landlord to comply with the Equal Employment Practices provisions of this Lease may be deemed to be a material breach of this Lease. No such finding shall be made or a penalty assessed except upon a full and fair hearing after notice and an opportunity to be heard has been given to Landlord. Upon a finding duly made that Landlord has failed to comply with the Equal Employment Practices provisions of this Lease, this Lease may be forthwith terminated.

12.3. **Slavery Disclosure Ordinance.** This Lease is subject to the applicable provisions of the Slavery Disclosure Ordinance. ("SDO") (Section 10.41, et seq, of the Los Angeles Administrative Code). Unless otherwise exempt in accordance with the provision of this Ordinance, Landlord certifies that it has complied with the applicable provisions of the Ordinance. Under the provisions of Section 10.41.2(b) of the Los Angeles Administrative Code, City has the authority, under appropriate circumstances, to terminate this Lease and otherwise pursue legal remedies that may be available to City if City determines that the Landlord failed to fully and accurately complete the SDO affidavit or otherwise violated any provision of the SDO.

12.4. **Ordinance Language Governs.** Exhibit A is provided as a convenience to the parties only; in the event of a discrepancy between Exhibit A and the applicable ordinance language, as amended, the language of the ordinance shall govern.

ARTICLE 13. MISCELLANEOUS PROVISIONS

13.1. **Access to Premises.** City, its employees, agents, and invitees, have ready access to the Building and Premises through the main lobby of the Building and elevators. Landlord will provide tenant with keys to the Premises, which may be duplicated, as soon as lease is executed. The building and premises is accessible twenty-four hours a day, seven days a week.

13.2. **Access By Landlord.** City agrees that Landlord, its agents or employees may enter upon Premises at any reasonable time during the Term, with prior notice to City, for the purposes of inspection, taking measurements, and doing similar work necessary for the preparation of plans for construction of improvements on the Premises, with the understanding that such work will be performed in such a manner as to cause a minimum of interference with the use of the property by City.

13.3. **Accord And Satisfaction.** No payment by City or receipt by Landlord of a lesser amount than the Rent payment herein stipulated shall be deemed to be other than on account of the Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease. City agrees that each of the foregoing covenants and agreements shall be applicable to any covenant or agreement either expressly contained in this Lease or imposed by any statute or at common law.

13.4. **Capacity Of City As Tenant.** Except where clearly and expressly provided otherwise in this Lease, the capacity of the City of Los Angeles in this Lease shall be as a tenant, and any obligations or restrictions imposed by this Lease on City shall be limited to that capacity and shall not relate to or otherwise affect any activity of the City of Los Angeles in its governmental capacity, including, but not limited to, the enactment of laws, inspection of structures, issuance of permits, or any other enforcement functions of the City of Los Angeles pursuant to Federal, state, or local law.

13.5. **Captions And Table Of Contents.** The captions and table of contents contained in this Lease are for convenience and reference only, are not intended to define or limit the scope of any provisions of this Lease, and shall not be used with respect to the interpretation of any provision of this Lease.

13.6. **Governing Law And Venue.** This Lease will be governed by the law of the State of California and will be construed and interpreted according to that law. Venue on any action arising out of this Lease will be proper only in the County of Los Angeles, State of California.

13.7. **Quiet Possession.** Upon City paying the Rent required hereunder and observing and performing all of the covenants, conditions and provisions on City's part to be observed and performed hereunder, City shall have quiet possession of the Premises for the entire Term hereof, subject to all the provisions of this Lease.

13.8. **Reasonable Consent.** Except as limited elsewhere in this Lease, wherever in this Lease Landlord or City is required to give its consent or approval to any action on the part of the other, such consent or approval shall not be unreasonably withheld. In the event of failure to give any such consent, the other party shall be entitled to specific performance at law and shall have such other remedies as are reserved to it under this Lease, but in no event shall Landlord or City be responsible in monetary damages for failure to give consent unless such consent is withheld maliciously or in bad faith.

13.9. **Removal of Property.** All articles of personal property and all business and trade fixtures, machinery and equipment, furniture and movable partitions owned by City or installed by City at its expense in the Premises shall be and remain the property of City and may be removed by City at any time during the Term when City is not in default hereunder.

13.10. **Severability/Entire Agreement.** 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 any such other provisions shall remain in full force and effect. This Lease and the Exhibits attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provision of this Lease may be amended or supplemented except by an agreement in writing signed by the parties hereto or their successor in interest.

13.11. **Taxes.** Landlord shall pay all taxes or assessments levied upon real property containing the Premises, but shall not be liable for any taxes or assessments levied against the personal property or fixtures of City. Property owned by City, as a governmental entity is exempt from state taxation under California Revenue and Taxation Code section 202(a)(4) and Section 3(b) of Article XIII of the California Constitution. In the event any or all of City's tenant improvements, equipment, furniture, fixtures and personal property shall be assessed with the Building, Landlord shall immediately notify City and City shall cause such property to be separately assessed to City.

13.12. **Time.** Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor. All references in this Lease to "days" shall mean calendar days unless specifically modified herein to be "business" or "working" days.

13.13. **Waiver.** Waiver by Landlord or City of any of the provisions or conditions contained herein shall not be deemed a continuing waiver.

IN WITNESS WHEREOF, Wesley Smith, Landlord herein, and the City of Los Angeles, a municipal corporation, acting by and through its Department of Neighborhood Empowerment, Tenant herein, and have both executed this lease. Execution of this lease by the Tenant, City of Los Angeles, shall be deemed to have occurred after the Los Angeles City Council has approved the lease, the City Clerk has signed/attested to same, and the General Manager of the Department of Neighborhood Empowerment has signed, dated, and delivered the lease to Landlord. If the space provided in Section 1.1 of this Lease is blank the General Manager of the Department of Neighborhood Empowerment may enter a date in such space for reference purposes, although the effective date of the lease shall remain the date it is executed by the Tenant, City of Los Angeles, as set forth above.

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting
by and through its DEPARTMENT OF
NEIGHBORHOOD EMPOWERMENT

By: _____
Grayce Liu
General Manager

DATE: _____

E
EMPOWERMENT CONGRESS CENTRAL AREA
NEIGHBORHOOD DEVELOPMENT COUNCIL:
REPRESENTATIVE

By: _____
Corey W. Flournoy, NC President

DATE: _____

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: _____
CARMEN D. HAWKINS
Deputy City Attorney

DATE: _____

Council File No. _____

Council Approval: _____

Contract No. _____

BTRC No. 0000448122-0002-7

LANDLORD:
WESLY SMITH

By: _____
Mr. Wesley Smith

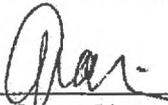
DATE: _____

ATTEST:
HOLLY L WOLCOTT, City Clerk

By: _____
Deputy

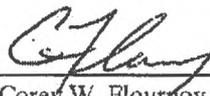
DATE: _____

CITY:
CITY OF LOS ANGELES, a municipal corporation, acting
by and through its DEPARTMENT OF
NEIGHBORHOOD EMPOWERMENT

By: 
Grayce Liu
General Manager

DATE: 6-9-15

E
EMPOWERMENT CONGRESS CENTRAL AREA
NEIGHBORHOOD DEVELOPMENT COUNCIL:
REPRESENTATIVE

By: 
Corey W. Flournoy, NC President

DATE: 4/27/15

APPROVED AS TO FORM:
MICHAEL N. FEUER, City Attorney

By: 
CARMEN D. HAWKINS
Deputy City Attorney

DATE: 6/23/2015

Council File No. _____
Council Approval: _____
Contract No. _____
BTRC No. 0000448122-0002-7

LANDLORD:
WESLY SMITH

By: 
Mr. Wesley Smith

DATE: 4/27/15

ATTEST:
HOLLY L WOLCOTT, City Clerk

By: _____
Deputy

DATE: _____