



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101

HAMMOND

DAVID E. JANSSEN
Chief Administrative Officer

July 3, 2001

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

Dear Supervisors:

**AMENDMENT TO SHERIFF LEASE
4900 SOUTH EASTERN AVENUE, COMMERCE
(FIRST) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and delegate to the Chief Administrative Officer the authority to sign a lease amendment substantially in the form as attached in Attachment "C" with AMB Institutional Alliance Fund 1, L.P. (Lessor), for 9,793 additional rentable square feet of office space at 4900 South Eastern Avenue, Commerce for a five year term, to provide space for the Sheriff, at an increased net County cost (NCC) of \$199,776 annually and to authorize the Chief Administrative Office (CAO) to lease an additional 2,500 square feet of office space pursuant to an option for additional space provided in the amendment at the same rates and terms valid upon additional need shown.
2. Find that this project is categorically exempt from California Environmental Quality Act (CEQA) pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board.
3. Approve the project and authorize the CAO and Sheriff to implement the project. The lease amendment will be effective upon approval by your Board and the completion and acceptance of the improvements.

Board of Supervisors
GLORIA MOLINA
First District
YVONNE BRATHWAITE BURKE
Second District
ZEV YAROSLAVSKY
Third District
DON KNABE
Fourth District
MICHAEL D. ANTONOVICH
Fifth District

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The subject facility has been occupied since February 1994 by the Sheriff's Internal Affairs and Health and Safety units. Recently, Sheriff has organized two distinct units that will work closely with Internal Affairs including the Office of Independent Review, which was established to provide civilian oversight in matters pertaining to police bias which may have an inherent conflict with the Department's ability to impartially investigate such matters, and Equity Oversight Panel/Equity Investigations, which investigates Title VII complaints related to sexual harassment and gender discrimination within the Department. Additionally, the Sheriff proposes to centralize its management of certain records through a new Centralized Custodian of Records Unit to improve the delivery of information pertaining to discovery motions and subpoenas related to records maintained by the Department.

- Approval of the action recommended herein will provide room for co-location of two new Sheriff units in an existing County facility which currently houses the Internal Affairs and Health and Safety Units. This co-location will allow Sheriff to capitalize on a cooperative work environment which is critical to the success of these operations.
- Approval of the action recommended herein will provide necessary office space to consolidate staffing dispersed through the County, to centralize and manage the release of peace officer information through a new Centralized Custodian of Records Unit.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we invest in public infrastructure, in order to strengthen the County's fiscal capacity. The lease of property supports this strategy (Goal 4, Strategy 2, Objective 2) by temporarily leasing space on a short term basis while the County reviews its long term options for the Sheriff's space needs including redevelopment of the Hall of Justice.

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Strategic Asset Management Principles Compliance

As outlined on Attachment "A", the recommendations herein are consistent with the Strategic Asset Management Principles approved by your Board on November 17, 1998.

- This project consolidates similar Sheriff functions into one facility in close proximity to the Sheriff's Monterey Park Headquarters.
- This office conducted a survey of the area to determine the availability of comparable and more economical sites. Attachment "B" shows all County-owned and leased facilities within the search area, which were considered for these programs.
- Based upon said survey of the Commerce and Mid-Counties office market, staff has established that the base rental rate range for property on a full service basis is between \$18.00 and \$21.60 per square foot annually. The rent proposed herein of \$20.40 per square foot, is within market rate range for similar office space in the area.
- Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically.

FISCAL IMPACT/FINANCING

This Eastern Avenue facility was originally occupied as a result of damage to the Hall of Justice from the Northridge earthquake, and funded with Federal Emergency Management Agency disaster assistance funding. Because this funding will terminate effective July 1, 2001, the rental costs for both the existing and the proposed occupancy will be funded as a net County cost.

| TERMS | 4900 S. EASTERN COMMERCE (EXISTING LEASE) | 4900 S. EASTERN COMMERCE (AMENDED LEASE) | CHANGE | OPTION |
|-----------------------------------|---|---|--------------------------------|-----------|
| Area | 25,140 sq. ft. | 34,933 sq. ft. | 9,793 sq. ft. | 2,500 sf. |
| Annual Base Rent | \$437,436 full service (\$17.40/sq. ft.) | \$637,212 full service (\$18.24/sq. ft.) | \$199,776 (\$20.40/sq. ft.) | \$51,000 |
| TI Allowance Inc. in Base Rent | | \$146,895 (\$15/sq. ft.) | \$146,895 | \$37,500 |
| Max. Add'l TI* | | \$373,790 (\$38.17/sq. ft.*) | \$373,790 | \$75,000 |
| Max. Annual Rent | | \$735,243 (\$21.05/sq. ft.) | \$297,807 (\$30.41/sq. ft.) | |
| Term of Lease | 5 years (expires 4/10/05) | 5 years from the completion of the additional premises TI | to be determined | no change |
| Cancellation | at 24 th and 48 th month of the original term upon 6 months prior notice | at 36 th month of the additional term upon 6 months prior notice | | |
| Option to Extend | 1 five year option | 1 five year option | | |

*The maximum amount of additional TI dollars available for the project is \$373,790 comprising an additional construction allowance of \$97,930, a discretionary allowance of \$80,000 and a modular furniture allowance of \$195,860 amortized at 9 percent; 12 percent; and 12 percent respectively over a five year term. Those amounts equate to \$98,031 or \$10.01 per square foot annually over the five year lease term for the 9,793 square foot expansion area.

- Sufficient funds are budgeted in the 2001-02 proposed Rent Expense Budget and will be charged back to the Sheriff, which also has sufficient funds.
- The operating expense portion of the monthly rent is subject to annual adjustment based on increases in the Consumer Price Index capped at 4 percent annually.

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- In addition, on October 11, 2002, there will be a fixed increase of 5.2 percent (\$32,904 annually) over the total rent.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment will increase the County's existing occupancy in the subject building from 25,140 to 34,933 rentable square feet.

- Commencing upon completion of improvements, the proposed amendment provides 9,793 additional square feet on the second floor.
- An \$80,000 allowance has been provided to finance the reconfiguration of the existing space currently occupied by the Health and Safety Unit. This reconfiguration will allow the Sheriff to more efficiently design the entire second floor of the premises.
- The existing lease has two remaining cancellation options which would have allowed County to cancel effective April 10, 2002 and 2004. The proposed amendment nullifies that option and replaces it with a new cancellation provision allowing the County to terminate the leased premises at the 36th month after the County accepts the additional premises upon six months prior written notice. It is anticipated that the groups occupying 4990 South Eastern will relocate to the Hall of Justice upon completion of renovation which may be as soon as early 2005.
- A private organization, Childcare, operates a 7,000 square foot day care facility, available for use by County employees, within the Commerce Business Park in which the subject facility is located.
- Office sizes for the portion of this lease relating to the Office of Internal Review were determined based on Sheriff's requirements for these contract attorneys.
- Additional adjacent space in this building is expected to become available within the next few months. Because CAO staff anticipate that the Sheriff will be able to justify

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that space, the proposed amendment also provides an option to lease up to an additional 2,500 square feet under similar terms and conditions to be exercised by the CAO.

- The Department of Public Works has inspected this facility and finds it suitable for County occupancy.
- No County Project Manager or employee, including the CAO, is authorized to approve any expenditure not expressly pre-approved by the Board of Supervisors. The Board of Supervisors will not approve retroactive expenditures. Any unapproved expenditures by the Lessor, even if it benefits the County, shall not be recovered by Lessor who shall solely bear the risk of loss for incurring such liabilities as stated in the amendment.

ENVIRONMENTAL DOCUMENTATION

The CAO has made an initial study of environmental factors and has concluded that this lease is exempt from CEQA pursuant to Class 1, Section r, of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15061(b)(3) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

It is the finding of the CAO and the Sheriff that the proposed amendment is in the best interests of the County and will adequately provide the necessary space for these County requirements.

- Procurement of the additional space will beneficially contribute to Sheriff's efforts to appropriately investigate matters related to the conduct of Department employees.
- In accordance with your Board's policy on the housing of any County offices or activities, the Sheriff concurs in this lease amendment recommendation.

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CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two certified copies of the Minute Order and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:SNY
CWW:CK:hd

Attachments (3)

c: County Counsel
Auditor-Controller
Sheriff

"Lessee, by Real Estate Division letter, shall notify Lessor in writing not less than one hundred eighty (180) days prior to the expiration of the Initial Term of Lessee's intention to exercise its option to extend."

3. **RENT.** The first paragraph of Paragraph 3 of the Lease is hereby deleted in its entirety and the following language is inserted in substitution thereof and incorporated into the Lease, as amended hereby:

"Prior to the Expansion Premises Commencement Date, the Lessee hereby agrees to pay as rent for the Original Premises, during the months 1 through 30 of the Initial Term, the sum of Thirty Six Thousand Four Hundred and Fifty Three and NO/100 Dollars (\$36,453.00) per month (i.e., \$1.45 per rentable square foot per month) and, during months 31 through 60 of the Initial Term, the sum of Thirty Eight Thousand Nine Hundred Sixty-Seven and NO/100 Dollars (\$38,967.00) per month (i.e., \$1.55 per rentable square foot per month), payable in advance by Auditor's General Warrant. Except as otherwise provided in this Paragraph 3, the monthly rental during months 1 through 60 of the Initial Term includes Operating Expense Rent, which is subject to annual adjustment pursuant to Paragraph 25 below, equal to \$14,330.00 (\$0.57 per rentable square foot) and the remaining portion of the rent is Base Rent. Rental payments shall be payable within fifteen (15) days after the first day of each and every month of the term hereof, provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month.

Effective upon the Expansion Premises Commencement Date, alternately referred herein as the "EPC Date", the Lessee hereby agrees to pay monthly rent for the Premises pursuant to the following schedule:

For the period from the Expansion Premises Commencement Date through October 10, 2002, monthly rent shall be as follows:

| | |
|--------------------|--------------------|
| Original Premises: | \$36,453.00 |
| Expansion Premises | <u>\$16,648.00</u> |
| Total Rent | \$53,101.00 |

For the period from October 11, 2002 until the expiration of the Initial Term and/or Expansion Term, as applicable:

| | |
|--------------------|--------------------|
| Original Premises | \$38,967.00 |
| Expansion Premises | <u>\$16,876.00</u> |
| Total Rent | \$55,843.00 |

The monthly rental for the Premises (including both the Original Premises and Expansion Premises) during the months following the EPC Date through the end of the Initial Term includes Operating Expense Rent, which is subject to annual adjustment pursuant to Paragraph 25 below, equal to \$20,960.00 (\$0.60 per rentable square foot) and the remaining portion of the rent is Base Rent. Rental payments shall be payable within fifteen (15) days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month."

4. **CANCELLATION.** Paragraph 5 of the Lease is hereby deleted in its entirety and the following is inserted in substitution thereof and incorporated into the Lease, as amended hereby:

"5. **CANCELLATION:** Lessee shall have the right to cancel this Lease during the Initial Term effective on the day immediately preceding the third (3rd) anniversary of the Expansion Premises Commencement Date upon no less than six (6) months prior written notice. Lessee agrees to reimburse Lessor within sixty (60) days of the date of Lessor's receipt of Lessee's written cancellation notice for the remaining unamortized balance of the Expansion Premises costs (amortized at ten percent (10%) over a sixty (60) month period commencing upon the Expansion Premises

Commencement Date), including, but not limited to the following: (i) Lessor's cost of occupancy; (ii) the cost of the Expansion Premises Tenant Improvements; and (iii) change orders, if any. Said costs shall be detailed on Exhibit "E1" attached hereto and incorporated herein by reference. Furthermore, in the event Lessee exercises its option to extend with respect to the Original Premises pursuant to Paragraph 2B above, then Lessee shall have the right to cancel the Lease with respect to the Original Premises at each anniversary of the Commencement Date which occurs during the Option Term by giving Lessor not less than six (6) months prior written notice. In the event Lessee exercises its option to extend with respect to the Expansion Premises pursuant to Paragraph 2B above, either jointly with the Original Premises or independently of such, then Lessee shall have the right to cancel the Lease with respect to the Expansion Premises effective upon the conclusion of the twenty-fourth (24th) and forty-eighth (48th) month of the Option Term upon not less than six (6) months prior written notice."

5. HOLDOVER. The following language shall be added as the second paragraph of Paragraph 6 of the Lease, as amended hereby:

"In the event Lessee does not exercise its option to extend the Initial Term with respect to the Original Premises pursuant to Paragraph 2B above, the holdover period with respect to the Original Premises will commence on April 11, 2005; however, the holdover period with respect to the Expansion Premises shall not commence until the expiration of the Expansion Term."

5. CONDEMNATION/PARKING SPACES. Paragraphs 16 and 20 of the Lease are hereby amended as follows:

A. Every reference to "one hundred and forty one (141)" that appears in said Paragraphs 16 and 20 shall be deleted and replaced with the following number inserted in substitution thereof: "one hundred and eighty (180)".

B. Every reference to "one hundred and six (106)" that appears in said Paragraphs 16 and 20 shall be deleted and replaced with the following number inserted in substitution thereof: "one hundred and thirty five (135)".

6. RENTAL ADJUSTMENT. Prior to the Expansion Premises Commencement Date, the applicable rental adjustment shall be determined in accordance with the original Paragraph 25 of the Lease, provided, however, that Paragraph 25 shall be amended as follows: Any reference to "Paragraph 2(b)" and "Paragraph 23N" shall be replaced with "Paragraph 2B" and "Paragraph 22N", respectively. Notwithstanding anything to the contrary contained herein, Effective as of the Expansion Premises Commencement Date, the original Paragraph 25 of the Lease shall be deleted in its entirety, and the following language shall be inserted in substitution thereof and incorporated into the Lease, as amended hereby:

"25. RENTAL ADJUSTMENT

A. For each successive twelve (12) month anniversary of the Expansion Premises Commencement Date of this Lease and in the event Lessee exercises its option pursuant to Paragraph 2B with respect to the Original Premises and/or the Expansion Premises for each successive twelve (12) month period thereafter, the monthly operating expense rental as set forth in Paragraph 3 shall be subject to adjustment. At the first annual anniversary date of the first full calendar month following the Expansion Premises Commencement Date of this Lease and every twelve (12) months thereafter, the monthly operating expense rent shall be adjusted in accordance with the CPI formula set forth in this Paragraph 25. The "Base Index" shall be the Index published for the month the Expansion Premises Commencement Date occurred.

B. CPI Formula: The method for computing the annual rental adjustment shall be by reference to the Consumer Price Index for all Urban Consumers for the Los Angeles-Anaheim-Riverside area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84 = 100), herein referred to as "Index".

The rental adjustment for the operating expense rent shall be calculated by multiplying the Lessor's operating expense base year rent by a fraction, the numerator

EXHIBIT "C"

AMENDMENT NO. 1 TO LEASE NO. 72674
SHERIFF
4900 EASTERN AVENUE, COMMERCE, CA.

This Amendment No. 1 to Lease No. 72674 ("First Amendment") is made and entered into as of the ____ day of _____, 2001, by and between COMMERCE OFFICE HOLDING CO., LLC, a Delaware limited liability company, hereinafter referred to as "Lessor" and the COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as "Lessee".

WHEREAS, Newcrow IV, a California joint venture ("Original Lessor"), predecessor-in-interest to Lessor, and Lessee entered into that certain Lease and Agreement ("Lease"), dated as of April 11, 2000, whereby Original Lessor leased to Lessee and Lessee leased from Original Lessor approximately 25,140 rentable square feet of space in the building located at 4900 South Eastern Avenue, Commerce, California ("Building"), commonly known as Suites 100, 120, 130 and 200, for an initial lease term of five (5) years ("Initial Term"); and

WHEREAS, the Lessor and Lessee desire to amend the Lease for the purpose of expanding the Original Premises (as that term is defined in Paragraph 1 below) and constructing certain improvements in the Expansion Premises (as that term is defined in Paragraph 1 below) and the existing Premises, to Lessee's specifications, and to otherwise amend the Lease on the terms and conditions contained herein; and

WHEREAS, Lessor is the successor-in-interest to the Original Lessor, and, as such, assumes all of the rights and obligations of the Original Lessor arising under the Lease, as amended hereby; and

NOW THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the rents, covenants and agreements herein contained, and intending to be legally bound hereby, Lessor and Lessee hereby covenant and agree as follows:

1. DESCRIPTION OF THE PREMISES. Paragraph 1 of the Lease is hereby deleted in its entirety, and the following language is inserted in substitution thereof and incorporated into the Lease, as amended hereby:

"1. DESCRIPTION OF PREMISES: The Lessor, for and in consideration of the performance of the covenants and agreements hereinafter contained to be kept and performed by the Lessee, upon the following terms and conditions, hereby leases to the Lessee, and the Lessee hereby hires and takes of and from the Lessor, those certain premises collectively located at the Building and identified as follows:

A. The "Original Premises" shall consist of Suites 100, 120, 130 and 200, comprising 25,140 rentable square feet of space.

B. The "Expansion Premises" shall consist of Suite 210, comprising 9,793 rentable square feet of space.

C. The Original Premises and Expansion Premises shall hereinafter be collectively referred to as the "Premises."

D. The Premises shall consist of all the space referred to above and contained within the Building situated on the parcel(s) of real property ("Land") at 4900 South Eastern Avenue, Commerce, California. The Premises shall consist of 34,933 rentable square feet of space, as shown on Exhibit "A" attached hereto and incorporated herein by this reference. Lessee has field measured and verified the exact square footage of the Premises to be 34,933 rentable square feet. All measurements were taken in accordance with the criteria established by the Building Owners and Managers Association (BOMA) pertaining to office type buildings."

2. TERM. Paragraph 2 of the Lease is hereby amended as follows:

A. Paragraph 2A, Original Term, of the Lease is hereby deleted in its entirety, and the following language is inserted in substitution thereof and incorporated into the Lease, as amended hereby::

"A. Term:

1. Original Premises: The term of this Lease with respect to the Original Premises (hereinafter referred to as the "Original Term" or "Initial Term") shall be for a period of five (5) years, commencing on April 11, 2000 ("Commencement Date") and ending on April 10, 2005 ("Original Premises Expiration Date").

2. Expansion Premises: Subject to Paragraph 2B below, the term of this Lease with respect to the Expansion Premises ("Expansion Term") shall begin on the "Expansion Premises Commencement Date", as defined below, and end five (5) years thereafter. The "Expansion Premises Commencement Date" shall be the date on which the Lessor has substantially completed the improvements in the Expansion Premises ("Expansion Premises Tenant Improvements"), evidenced by the issuance of a Certificate of Occupancy (or a Temporary Certificate of Occupancy, or a final sign-off, if applicable) by the City of Commerce ("City"), pursuant to Paragraph 32 below, and has installed the modular furniture (provided that Lessee has provided Lessor with all of the information required by Lessor in order to purchase such modular furniture at the time of the approval of the final plans and specifications), but in no event later than January 31, 2002 ("Outside Date"). Notwithstanding the prior commencement of the Expansion Premises Lease Term, the rent with respect to the Expansion Premises shall not be due and owing until the Expansion Premises Commencement Date. In the event of any dispute as to whether the Expansion Premises Tenant Improvements are substantially complete, a certificate of a general contractor acceptable to Lessor and Lessee shall be conclusive. Should there be any delays beyond the control of the Lessor (as described in Paragraph 32D below), then the Outside Date will be adjusted accordingly. Lessor and Lessee shall promptly execute a "Memorandum of Commencement Date" in the same form as attached hereto as Exhibit "B" following the Expansion Premises Commencement Date, subject to any remaining punch list items. The Assistant Division Chief is hereby authorized to sign on behalf of Lessee."

B. Paragraph 2B, Options to Renew, of the Lease is hereby amended as follows:

1. The first sentence of the first paragraph of Paragraph 2B of the Lease is hereby deleted, and the following language is inserted in substitution thereof and incorporated into the Lease, as amended hereby:

"Lessor hereby grants to Lessee a one-time option to extend the Initial Term (with respect to the Original Premises) for a period of five (5) years, commencing on April 11, 2005 and expiring on April 10, 2010 ("Option Term"), and/or the Expansion Term (with respect to the Expansion Premises) to expire on April 10, 2010, under the same terms and conditions, except that the rental rate applicable during the Option Term with respect to the Original Premises and/or Expansion Premises, as applicable, shall be adjusted by negotiation at the then prevailing fair rental value which Lessor could derive from the Original Premises and/or Expansion Premises, as applicable, if such premises were made available on the open market ("Fair Rental Rate")."

2. The first sentence of last paragraph of Paragraph 2B of the Lease is hereby deleted, and the following language is inserted in substitution thereof and incorporated into the Lease, as amended hereby:

capital and a reasonable amount for its administrative costs, and including interest at the rate of 10%. The rent reduction schedule shall be as mutually agreed to between the parties or, if no such agreement is made, Lessee's total expense shall be fully amortized in equal monthly amounts over five (5) years."

8. OPTION TO LEASE ADDITIONAL PREMISES. The following language shall be added to the Lease and inserted into the Lease as Paragraph 33:

33. OPTION TO LEASE ADDITIONAL PREMISES

Subject to availability, Lessee shall have the right for a period of six (6) months from the date the Amendment is executed by the County of Los Angeles, to lease up to an additional 2,500 rentable square feet of office space on the second floor of the Building, the "Option Area". The exact amount of square footage will be determined by a mutually agreeable space plan, except that the Option Area shall be contiguous to the Expansion Premises. In the event, Lessee exercises this option, the following terms of the lease shall be amended to reflect the additional square footage Terms of the Option Premises shall follow the following guidelines.

Rent: at the same rate per rentable square foot (rsf) rate provided for the Expansion Premises, i.e. \$1.70 per rsf initially, adjusting to \$1.723 per rsf commencing October 11, 2002.

Rent Adjustment: The amount attributable to Operating Expense Rent shall be increase in an amount equal to \$0.60 X the number of rsf in the Option Area.

Tenant Improvements: allowance provided in the Expansion Premises Tenant Improvement shall be increased as follows:

Base Allowance: \$15.00 X number of rsf in Option Area
Additional Allowance: \$10.00 X number of rsf in Option Area
Modular Furn. Allowance: \$20.00 X number of rsf in Option Area
Change Order Allowance: increase from \$10,000 to \$20,000

Upon completion of the construction, Lessor and Lessee agree to modify Exhibit E1 to accurately reflect the revised budget numbers and actual expenditures. The exercise of this option is hereby delegated to the Chief Administrative Office and shall be accomplished in the form of a letter that will restate the terms of the lease including rental rate and rental adjustment amount.

9. NOTICE. Notwithstanding anything to the contrary contained in the Lease, all notices required to be given to Lessor pursuant to Paragraph 15 of the Lease shall be delivered to Lessor at the following address:

Commerce Office Holding Co., LLC
c/o Sares-Regis Group
18802 Bardeen Avenue
Irvine, CA 92612-1521
Attention: Leasing Manager

with a copy to:

5801 E. Slauson, Suite 150
Commerce, California 90040
Attention: Project Manager

10. NO FURTHER MODIFICATION. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Lease shall remain unmodified and in full force and effect.

11. ENTIRE AGREEMENT. This Amendment contains the entire agreement of the parties with respect to the subject matter contained herein and supersedes any and all prior agreements of Lessor and Lessee with respect to such subject matter.

12. CAPITALIZED TERMS. All undefined terms when used herein shall have the same respective meanings as are given such terms in the Lease unless expressly provided otherwise in this First Amendment.

contract. The bids shall include an itemized list of all materials and labor and shall include all additional costs including A/E fees, permits, contractor's profit and overhead, and project management fees. Three (3) bids for the purchase and installation of the office furniture system, prepared by the furniture dealer, shall be included in the construction estimates, if applicable.

The Expansion Premises Tenant Improvement cost shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, fire sprinkler system, or air conditioning system conversion ("Abatement Work") shall be performed at the sole cost and expense of Lessor. Notwithstanding anything to the contrary contained in this subparagraph, Lessee agrees that Lessor shall not be obligated to perform any of the Abatement Work, except to the extent required by law.

C. Modular Furniture:

As part of the Expansion Premises Tenant Improvements to be provided in Paragraph 32B, Lessor shall provide at its own expense an allowance payable directly to the vendor in the form of a financed transaction reasonably acceptable to the Lessee, including, but not limited to, a lease purchase agreement ("Purchase Agreement"), provided the outstanding balance can be no more than \$1 at the end of a term not to exceed sixty (60) months. In the event Lessor utilizes a Purchase Agreement to finance the purchase of modular furniture, and if at any time during the Purchase Agreement term (not to exceed a term length beyond the sixtieth (60th) month after the Expansion Premises Commencement Date) Lessor defaults in the payment of charges stipulated in said Purchase Agreement, then Lessee, upon notice from the Purchase Agreement vendor, reserves the right to make the Purchase Agreement payment directly to the vendor and deduct the entire amount from the Rent specified in Paragraph 3 as it becomes due. Lessee shall deliver to Lessor within ten (10) days after execution hereof, modular furniture plans and specifications (the "Modular Specifications"). Based on the "Modular Specifications" provided by the Lessee, Lessor and/or Lessor's architect, shall prepare a modular specifications bid package for submission to no less than three (3) furniture vendors. Prior to submission for bids, Lessor shall review the bid package with Lessee and Lessee shall have the right to reasonably approve or disapprove the bid package. Lessor shall not be responsible for the cost of such modular furniture in excess of the Modular Furniture Allowance. Lessor shall provide to Lessee a detailed breakdown of the total cost of the modular furniture substantially in the form of attached Exhibit "E1" attached hereto prior to the Expansion Premises Commencement Date. Lessee shall have the right to audit such costs for a period of twelve (12) months from the Expansion Premises Commencement Date. Provided Lessee has reasonably approved the modular furniture and cost thereof, Lessor shall be responsible for ordering and installing the modular furniture in consultation with Lessee. At the end of the Lease term, all furniture purchased or leased pursuant to this Paragraph 32C shall become the property of Lessee.

D. Completion

The parties agree that the estimated time for completion of said Expansion Premises Tenant Improvements is one hundred twenty (120) days from the date of issuance of the building permit, based on the Expansion Premises Construction Schedule attached herewith as Exhibit "G1". Lessor shall file for a building permit to construct the Expansion Premises Tenant Improvements within ten (10) business days of completion of final working drawings, and acceptance thereof by Lessee, and diligently pursue to obtain the permit as soon as possible.

Additionally, Lessor shall complete the telephone equipment room(s) in compliance with the Plans and Specifications at least ten (10) days prior to the estimated completion date. During this ten (10) day period, the Lessor shall be responsible for any telephone/data equipment delivered to the site for programming prior to the completion date.

Completion and Outside Date may be delayed by any of the following:

1. Acts or omissions of Lessee or of any employees or agents of Lessee including, but not limited to, change orders in the work, failure of Lessee to provide timely approval, or

2. Any act of God which Lessor could not have reasonably foreseen and provided for, or

3. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Lessor cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or

4. Any war or declaration of a state of national emergency, or

5. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the building Premises.

E. Change Orders

All Lessee requested and approved change orders shall not exceed an aggregate cost of Ten Thousand and No/100 Dollars (\$10,000.00) and Lessor shall not be required to accept any particular change order if the total cost of prior Lessee initiated change orders exceeds Ten Thousand and No/100 Dollars (\$10,000.00). The Assistant Division Chief Real Estate Division, is hereby authorized to approve change orders on behalf of Lessee. Lessee may pay for change order costs in lump sum, or may, at its option, amortize the change order costs over the term of the Lease including interest at the rate of ten percent (10%) per annum, i.e., Twenty One and 25/100 Dollars (\$21.25) per month for each One Thousand and No/100 Dollars (\$1,000.00) of change order costs. Lessor, or Lessor's contractor, shall submit to Assistant Division Chief, Leasing and Space Management, with each requested change order (a) specific cost of the requested change; (b) the cumulative net total cost of all change orders previously approved; and (c) an estimate of the construction time which will be increased or shortened if the change order is approved. Each change order shall be signed and dated by the Assistant Division Chief, Real Estate Division, to be considered approved. Lessee shall have the right to audit the cost of the changes once during the first twelve (12) months of the Expansion Term.

F. Subject to force majeure (as defined in Paragraph 22G above) or Paragraph 32D above, if Lessor fails to obtain the building permit within a reasonable time, taking all factors into consideration, or if the Expansion Premises Tenant Improvements have not been completed within sixty (60) days from the estimated time of completion, which period shall be extended for a reasonable time for delays enumerated in Paragraph 32D above, Lessee may, at its option:

- (1) Cancel the Lease upon thirty (30) days written notice to Lessor; or
- (2) Upon thirty (30) days written notice to Lessor, assume the responsibility for providing the Expansion Premises Tenant Improvements itself.

If Lessee elects to provide the Expansion Premises Tenant Improvements itself, then:

(a) Lessee, its officers, employees, agents, contractors and assignees, shall have free access to the Expansion Premises at all reasonable times for the purpose of making the Expansion Premises Tenant Improvements and for any other purposes reasonably related thereto;

(b) rent shall be reduced by Lessee's total expense in making the Expansion Premises Tenant Improvements, including any financing charges for

being the New Index which is the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index as defined above. The formula shall be as follows:

$$\begin{aligned} & \frac{\text{New Index}}{[\text{Base Index}]} \times \$20,960.00 \text{ (Operating Expense Rent)} \\ & + \$32,141.00 \\ & \quad + \$2,742.00 \text{ on and after October 11, 2002 (additional Base Rent)} \\ & + \text{amount needed to amortize The Additional Allowances, if any} \\ & + \text{amount needed to amortize change order costs, if any} \\ & = \text{Adjusted Monthly Rent} \end{aligned}$$

If the Index is changed so that the base year of the Index differs from that used as of the Expansion Premises Commencement Date, the Index shall be converted in accordance with the conversion factor published by the United State Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the term of this Lease, such other governmental index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. In the event the parties are unable to agree upon a substitute index (if the original index is discontinued without a replacement) then upon demand by either party, the matter shall be submitted to arbitration in accordance with Paragraph 22N for the purpose of determining an alternate method of computing the rent adjustment based upon the increase in the cost of living.

C. General Provisions:

1. In no event shall the monthly rent adjustment based upon the CPI formula set forth in this Paragraph 25 result in an annual increase greater than four percent (4%) per year of the monthly base year operating expense rent of \$20,960.00 (i.e., \$838.40 per month, annually).

2. In no event shall the monthly rent be adjusted by the CPI formula to result in a lower monthly rent than was payable during the previous year of the lease."

7. EXPANSION PREMISES TENANT IMPROVEMENTS. The following language shall be added to the Lease and inserted into the Lease as Paragraph 32:

"32. EXPANSION PREMISES TENANT IMPROVEMENTS:

A. Lessor, within ten (10) days after receipt of a duly executed copy of this First Amendment and County-approved preliminary plans, will, at its own expense, cause a licensed California architect to prepare final working drawings and specifications for the proposed interior Expansion Premises Tenant Improvements which are to be provided by Lessor (subject to Lessee's reimbursement obligation set forth in this Paragraph 32) up to a maximum cost of \$440,685.00 (\$45.00 per rentable square foot) plus an additional allowance the "CAO Discretionary Allowance" of \$80,000.00. The improvements to be completed by Lessor are based upon a "Base Allowance" of \$146,895.00 (\$15.00 per rentable square foot), an "Additional Allowance" of \$97,930.00 (\$10.00 per rentable square foot) and a "Modular Furniture Allowance" of \$195,860.00 (\$20.00 per rentable square foot) and the CAO Discretionary Allowance of \$80,000.00 (collectively, "The Additional Allowances"). The terms and conditions of The Additional Allowances are detailed in Paragraph 32B below. Should said Expansion Premises Tenant Improvements cost less than \$146,895.00 (\$15.00 per square foot), then Lessor shall pass on such savings to Lessee in the form of a rent reduction over the Expansion Term at the rate of Twenty-One and 25/100 Dollars (\$21.25) per month for each One Thousand and No/100 Dollars (\$1,000.00) of savings.

B. The Additional Allowances:

In the event that the Expansion Premises Tenant Improvement cost exceeds the Base Allowance amount, Lessee may authorize Lessor, after review of estimates and written approval of the Assistant Division Chief, to pay the overage up to a maximum of \$373,790.00 (\$38.17 per square foot) additional dollars. Lessee agrees to reimburse Lessor for the Expansion Premises Tenant Improvement cost above the Base Allowance amount, and will amortize up to \$10.00 per square foot of the Additional Allowance amount (excluding modular furniture) at the rate of nine percent (9%) per annum over the sixty (60) month period occurring after the Expansion Premises Commencement Date, and will amortize up to an additional \$20.00 per square foot of the Modular Furniture Allowance amount at the rate of twelve percent (12%) per annum over the sixty (60) month period occurring after the Expansion Premises Commencement Date, and will amortize up to an additional \$80,000.00 of the CAO Discretionary Allowance amount at the rate of twelve percent (12%) per annum over the sixty (60) month period occurring after the Expansion Premises Commencement Date. The Lessee may at any time during the Lease term pay Lessor in a lump sum for all or any portion of the Expansion Premises Tenant Improvement cost and reduce the rental rate pursuant to Paragraph 32 accordingly. Lessor will notify Lessee of the final cost of the Expansion Premises Tenant Improvements, and the amount payable monthly by Lessee in addition to the rent. For purposes of ascertaining the actual cost of said Expansion Premises Tenant Improvements, Lessor shall provide to Lessee, upon the issuance of a Certificate of Occupancy, Temporary Certificate of Occupancy, or a final sign-off by the City of Commerce, a detailed breakdown of the total costs of constructing the Expansion Premises Tenant Improvements and execute a summarized breakdown of the total costs of such tenant improvements substantially in the form of Exhibit "E1" attached hereto. Lessee shall have the right to audit these costs during the first twelve (12) months of the Expansion Term. All of Lessor's hard and reasonable soft costs incurred in completing the Expansion Premises Tenant Improvements, including, but not limited to, a construction management fee not to exceed 5% of the hard costs, shall be included within the allowance.

The working drawings are to be prepared in accordance with preliminary plans and specifications No. _____ dated _____, 2001 and No. _____ dated _____ (collectively, "Plans and Specifications"). Said Plans and Specifications are also on file with the Real Estate Division and identified as Exhibit "F1" and incorporated herein by reference thereto and Lessor has a duplicate copy. Lessor shall provide any final working drawings required from said preliminary plans. Lessee shall have the right to reasonably review and approve said final working drawings. All work, construction and materials for the Expansion Premises Tenant Improvements shall be included in the final working drawings and specifications. All circuit breakers, fire sprinklers, and plumbing shut off valves shall be labeled as to areas controlled both on the drawings and on the breaker panels and valves. Upon completion, Lessor shall furnish the Chief Administrative Office with one (1) complete set of reproducible as-built drawings, including locations of all underground utility lines and their depths.

The Expansion Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy as of the Expansion Premises Commencement Date. Any work, including construction, that Lessor must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Lessor's sole cost and expense (except if said construction is required as a result of Lessee's tenancy and that said construction is to the Expansion Premises, excluding any common areas) and shall not be considered as part of The Additional Allowances. Any work to meet applicable code requirements necessitated by Lessee's special requirements shall be included as part of The Additional Allowances.

The Lessor shall submit three (3) bids for the construction of the Expansion Premises Tenant Improvements to the County for its review prior to award of the

IN WITNESS WHEREOF, the Lessor or the Lessor's duly authorized representative has executed this First Amendment or caused it to be executed, and the County of Los Angeles by order of its Board of Supervisors, has delegated the authority to execute this First Amendment to the Chief Administrative Office attested by a Deputy Clerk representing the Registrar/Recorder on the day, month and year first above-written.

LESSOR

COMMERCE OFFICE HOLDING CO., LLC
a Delaware limited liability company

By:

By: _____

ATTEST:

CONNIE B. McCORMACK
Registrar-Recorder/County Clerk

LESSEE:

COUNTY OF LOS ANGELES
David E. Janssen
Chief Administrative Officer

By _____
Deputy

By _____

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: _____
Deputy: Francis E. Scott

EXHIBIT "E1"

MEMORANDUM OF EXPANSION PREMISES TENANT IMPROVEMENT COST

This Agreement is made as of the _____ day of _____, 2001, for reference purposes only, by and between Lessor, Commerce Office Holding Co., LLC, and Lessee, County of Los Angeles.

1. The parties hereto have entered into that certain Amendment No. 1 to Lease No. 72674 dated as of _____ (the "First Amendment").

2. Lessor and Lessee hereby confirm the following:

(a) The final total cost of the tenant improvements for Expansion Premises is

_____ (\$_____).

These costs are comprised of:

| <u>Lease Budget</u> | | <u>Actual Cost</u> |
|---------------------|-----------------------------|--------------------|
| \$146,895.00 | Base Allowance | \$_____ |
| \$ 97,930.00 | Additional Allowance | \$_____ |
| \$195,860.00 | Modular Furniture Allowance | \$_____ |
| \$ 80,000.00 | CAO Discretionary Allowance | \$_____ |
| \$ 10,000.00 | Change Orders | \$_____ |
| \$530,685.00 | Total | \$_____ |

(b) The final cost of the modular furniture (pursuant to Paragraph 32D of the Lease, as amended) is _____

_____ (\$_____)

(c) Occupancy costs incurred by Lessor to complete this First Amendment are _____

(d) The sixty (60) month period during which the Expansion Premises Tenant Improvement costs detailed above are to amortized shall commence upon the Expansion Premises Commencement Date (on _____, 2001) and end 60 months thereafter.

IN WITNESS WHEREOF, Lessor and Lessee have respectfully signed this Agreement.

Lessee:
County of Los Angeles

Lessor:

By: _____
Chuck W. West
Assistant Division Chief

By: _____
Title: _____

EXHIBIT "A"

BUILDING DESCRIPTION

To be provided by lessor

**CHIEF ADMINISTRATIVE OFFICE
REAL ESTATE DIVISION**

SUPPORTIVE DATA

**SUBJECT: AMENDMENT TO SHERIFF LEASE
4900 EASTERN AVENUE, COMMERCE
(FIRST) (3 VOTES)**

1. Lease Analysis Summary
2. Lease Fact Sheet

CAU
REAL ESTATE DIVISION
LEASE ANALYSIS SUMMARY

Project No. 740-97799

Dept. Sheriff

Agent Chris Kurzon

Date 6/15/01

LEASE PREMISES

Address 4900 S. Eastern Avenue City Commerce Supervisor District 1

LESSOR IDENTIFICATION

| | | | |
|---------|--|-----------|-----------------------|
| Name | <u>Commerce Office Holding Company, LLC</u> | Telephone | <u>(949) 756-3145</u> |
| Address | <u>c/o Sares-Regis Group, 18802 Bardeen Avenue</u> | City | <u>Irvine</u> |
| Manager | <u>Sares-Regis Group</u> | Telephone | <u>(949) 756-3145</u> |
| Address | <u>18802 Bardeen Avenue</u> | City | <u>Irvine</u> |

LEASE OBLIGATIONS AND ANNUAL OCCUPANCY COST ANALYSIS

| | <u>LESSOR</u> | <u>COUNTY</u> |
|------------------------|----------------|----------------|
| Cleaning | | |
| Cleaning Services | x \$ 0.87 | - |
| Cleaning Supplies | x \$ 0.11 | - |
| Cleaning-Trash Removal | x \$ 0.05 | - |
| Total Cleaning | \$ 1.03 | \$ 0.00 |

| | <u>LESSOR</u> | <u>COUNTY</u> |
|----------------------------------|----------------|----------------|
| Repair and Maintenance | | |
| Electric-Lamps & Tubes | x \$ 0.03 | - |
| Electric-Systems | x \$ 0.03 | - |
| HVAC-Equipment | x \$ 0.11 | - |
| HVAC-Service | x \$ 0.10 | - |
| Plumbing-Exposed | x \$ 0.02 | - |
| Plumbing-Concealed | x \$ 0.01 | - |
| Plumbing-Waste System | x \$ 0.01 | - |
| Exterior-Repainting | x \$ 0.04 | - |
| Exterior-Glass | x \$ 0.04 | - |
| Interior-Maintenance | x \$ 0.30 | - |
| Structural & Roof | x \$ 0.03 | - |
| Fire-Life & Safety | x \$ 0.08 | - |
| Elevators | x \$ 0.18 | - |
| Total Repair & Maint. | \$ 0.98 | \$ 0.00 |

| | <u>LESSOR</u> | <u>COUNTY</u> |
|------------------------|----------------|----------------|
| Utilities | | |
| Utilities-Electric | x \$ 2.15 | - |
| Utilities-Gas | x \$ 0.09 | - |
| Utilities-Water/Sewer | x \$ 0.10 | - |
| Total Utilities | \$ 2.34 | \$ 0.00 |

| | <u>LESSOR</u> | <u>COUNTY</u> |
|---------------------------|----------------|----------------|
| Other Costs | | |
| Roads & Grounds | x \$ 0.14 | - |
| Security | x \$ 0.62 | - |
| Administration (1=full--) | 1 \$ 1.23 | 1 \$ 0.14 |
| Real Estate Tax | x \$ 1.60 | - |
| Building Insurance | x \$ 0.39 | - |
| T.I.'s (From Detail) | x \$ 1.07 | x \$ 2.81 |
| Total Other Costs | \$ 5.05 | \$ 2.94 |

| | | |
|------------------------------------|-------------------|-----------------------------|
| Total Parking (From Detail) | \$ 1.86 | |
| TOTAL COSTS | \$ 11.26 | \$ 2.94 |
| RENT (Annual Rent / Square | \$ 18.24 | + \$ 2.94 = \$ 21.18 |
| LESSOR COSTS (From | - \$ 11.26 | |
| BASIC SPACE RENT | \$ 6.98 | |

Terms and Conditions

| | |
|------------------------------|--------------|
| Lease Term | 5 |
| Square Feet Leased | 34,933 |
| Monthly Rent per Sq. Ft. | \$ 1.52 |
| (Rate x Sq. Ft.) | \$ 53,101 |
| Adj. To Rent (explain below) | \$ 0.00 |
| Total Monthly Rent | \$ 53,101 |
| Annual Rent | \$ 637,212 |
| Term Rent | \$ 3,186,060 |

T. I. Detail

| T. I. Allow. - Per Sq. Ft | Interest | Amount | Annual |
|---------------------------|----------|-----------|----------|
| \$53.17 | 10.00% | \$146,895 | \$37,453 |
| Add'l T.I. | 0.00% | \$373,790 | \$98,031 |

Lease & Building Facts

| | |
|-----------------------|------------------|
| Right to Cancel | yes (1) |
| Option to Renew | yes (2) |
| Option to Purchase | none |
| Type of Building | concrete tilt-up |
| Type of Walls | drywall |
| Type of Ceiling | acoustical |
| Type of Lighting | flourescent |
| Type of Floor | carpet, vct |
| Type of Roofing | flat gravel |
| Thomas Guide | 675-G5 |
| Assessor's Parcel No. | 6332-022-012 |
| CPI Adjustment | yes (3) |
| Zoning | commercial |
| Total Building Size | 48,000 |

Parking Detail

| Cost | # Spaces | Cost/Value | Total |
|-----------|----------|------------|---------|
| Included | 180 | \$30 | \$5,400 |
| Purchased | 0 | \$0 | \$0 |

Comments: (1) At 3rd year with 6 month notice.
 (2) 5 years at fair rental rate.
 (3) Only on operating expense portion of rent with a 4% cap.

BOMA 2000 - Floor Cost Per Sq. Ft.

* Additional T.I.'s amortized at \$10 per square foot at 9% and \$20 per square foot plus \$80,000 at 12%.

ATTACHMENT "B"

SPACE SEARCH - 2 MILE RADIUS OF 4900 S. EASTERN AVENUE, COMMERCE

| FACILITY NAME | ADDRESS | GROSS SQUARE FEET | NET SQUARE FEET | HE |
|---|--|-------------------------|-----------------------|----|
| DF Kirby Center-Administration Building | 1500 S McDonnell Ave, Commerce | 18,169 | 10,117 | O |
| DPSS - Belvedere Ap District Office | 5445 E Whittler Blvd, East Los Angeles | 70,493 | 49,261 | O |
| Fire-Mapping & Engineering Section Office | 5900 S Eastern Ave. Bldg #16, Commerce | 1,720 | 1,548 | LE |
| DA - Family Support Bureau - Admin Hqtrs. | 5770 S Eastern Ave, Commerce | 80,000 | 60,052 | LE |
| Fire - Hazardous Materials Office | 5825 Rickenbacker Rd, Commerce | 16,670 | 13,737 | LE |
| DCFS - Region III Headqtrs/ Belvedere Svcs. | 5835 S Eastern Ave, Commerce | 38,814 | 36,873 | LE |
| Sheriff - Homicide Bureau Office Building | 5747 Rickenbacker Rd, Commerce | 17,460 | 14,563 | LE |
| Sheriff - Internal Affairs Bureau/Risk Mgmt. | 4900 S Eastern Ave, Commerce | 25,140 | 21,369 | LE |
| DA - Bureau of Family Support Collections | 5895 Rickenbacker Rd, Commerce | 11,394 | 11,394 | LE |
| DA - Family Support-Computer Systems Division | 5500 S Eastern Ave, Commerce | 42,250 | 40,138 | LE |
| PW - Incorporated City Office | 2535 Commerce Way, Commerce | 2,170 | 2,170 | P |
| Ferguson - Health Administrative Services Centr | 5555 Ferguson Dr, Commerce | 268,400 | 246,550 | L |
| DA - Bureau of Family Support Interstate Div | 5701 S Eastern Ave, Commerce | 55,530 | 49,977 | L |
| Fire - Administrative Headquarters Office Annex | 5801 S Eastern Ave, Commerce | 20,724 | 18,652 | L |
| Fire - Prevention Division Offices | 5823 Rickenbacker Rd, Commerce | 21,432 | 15,939 | L |
| DPSS - Gain Program Region VI Office | 5460 Bandini Blvd, Bell | 31,400 | 21,815 | L |
| Public Library - Maywood Library | 4323 E Slauson Ave, Maywood | 3,362 | 2,881 | P |

ATTACHMENT "A"

Asset Management Principles Compliance Form*

I. Occupancy

- A. Does lease consolidate administrative functions? If no, why not? Yes X No N/A
- B. Does lease co-locate with other County functions to better serve clients? If no, why not? Yes X No N/A
- C. Does this lease centralize business support functions? If no, why not? Yes X No N/A
- D. Does lease meet the building and space guideline of 200 sq. ft. of space per person? If higher than 200 sq. ft. per person, why? Yes No X Ratio 204
- The attorneys in the new Office of Independent Review required private offices in excess of County standards.**

II. Capital

- A. Does this lease involve a subvented program that should be in leased space to maximize State/Federal funding? Yes No X
- B. If not, is this a long term County program? Yes X No N/A
- C. Is it a net County cost (NCC) program? List % NCC Yes X (100%) No
- D. If yes to either II B or C, is this a capital lease or an operating lease with an option to buy? Yes No X N/A
- E. If no, are there any County owned facilities available which are suitable in project area? Yes No X N/A
- F. If yes, why is lease being recommended over occupancy in County owned space? (e.g. additional investment of capital).
- G. Was Building Description Report (BDR) run on County owned and leased facilities? If yes, (attach as Attachment "B") Yes X No
- H. If no, why not? Yes No X
- Was build to suit or capital project considered? If not, why not? It is anticipated that these programs will go into the Hall of Justice upon completion of its rehabilitation.**

III. Portfolio Management

- A. Did department originate request for space utilizing the CAO Space Request Form (SRF)? If no, why not? Yes No N/A
- B. Was the space need justified? Yes X No N/A
- C. Is this a renewal of an existing lease? If yes, were other locations examined for co-location with other County departments? Yes No X
- D. Why was this program not co-located? Yes X No N/A
1. The program clientele requires a "stand alone" facility.
2. No other suitable properties occupied by County

