County of Los Angeles
CHIEF EXECUTIVE OFFICE
713 KENNETH HAHN HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

January 8, 2008

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:

SEVEN-YEAR LEASE AMENDMENTS FOR THE DISTRICT ATTORNEY (LEASE NO. 72645/72645A) AND ALTERNATE PUBLIC DEFENDER (LEASE NO. 72647) 100 OCEANGATE, LONG BEACH (FOURTH DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chair to sign the amendments to extend the terms of two current leases with Legacy Partners I Long Beach Oceangate LLC (Lessor) for an additional seven years for 5,206 rentable square feet of office space for the District Attorney (DA), and 3,723 rentable square feet of office space for the Alternate Public Defender (APD) located at 100 Oceangate, Long Beach, for a maximum first year cost of $154,475 for the DA and $110,453 for the APD. The lease costs for both departments are 100 percent net County cost (NCC).

2. Find that the proposed leases are categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board.

3. Authorize the Chief Executive Officer (CEO), DA and APD to implement these amendments which will be effective upon approval by your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since December 2000, the County has leased the subject facility at 100 Oceangate, Long Beach for use by the DA and the APD. The current lease for the DA expired December 10, 2007 and is now in a month-to-month holdover. The DA's Juvenile Justice program conducts prosecution for public offenses, including prosecuting local Long Beach gang members, and works with juveniles and other public service agencies in the Long Beach area. The program needs to be located within a two block radius of the County Courthouse located at 415 East Ocean Boulevard, Long Beach, because attorneys and staff are on constant call to the Courthouse. The DA's clients and law enforcement personnel visit the office on a weekly basis.

The APD's lease expired December 6, 2007, and is also on a month-to-month holdover. The APD program housed in the subject facility is responsible for providing legal representation to indigent defendants. The APD's attorneys and staff are also on constant call to the Court where they spend a considerable portion of their time. Therefore, the APD has a similar need to be located within close proximity to the Courthouse. Approval of the proposed lease amendments would allow the DA and APD to continue providing services to this geographic area while accommodating staff's need to be in close proximity to the County Courthouse.

In 2005, the property transferred ownership, and underwent a recalculation of the building's rentable square footage per acceptable industry practices. The new calculations under the Building Owners and Managers Association (BOMA) guidelines, as verified by County space planners, revealed new square foot calculations for the premises occupied by the DA and APD to be 5,206 and 3,723 square feet, respectively. The square feet formerly reflected on the lease were 5,035 for the DA and 3,620 for the APD. The recalculation resulted in a combined square footage increase of 3 percent. Thus, this recommendation is for increased square footage above the initial lease.

The DA and APD facilities house 18 and 15 employees, respectively. Based on a space needs request from the DA, the CEO staff recommended a site with approximately 4,349 rentable square feet, or 857 less than the currently occupied space. However, it was determined that due to current market rents, and the costs of relocation, moving would be more expensive than remaining at the current location. In addition, the department desires to remain at the subject facility. By re-leasing the current space and corresponding parking for the DA and APD, the County will avoid incurring the additional cost associated with the construction of the tenant improvements, low voltage and furniture for a new facility and relocation. The DA and APD currently utilize the option of having some staff park across the street at the County Courthouse gratis, subject to availability.

The County is working with the State's Administrative Office of the Courts in anticipation that the State Judicial Council will provide adequate space for the DA, the Public Defender, and the APD in their plans to construct a new Long Beach Courthouse. The two-year cancellation clause that is included in the original agreement ensures that these court-related County staff can move should the new Courthouse be completed within two years.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we provide service excellence (Goal 1) and organizational effectiveness ensuring that service delivery systems are efficient, effective and goal oriented (Goal 3). In this case, the proposed lease amendments support these goals with suitably located office space for the DA and APD. By locating the departments near the County Courthouse, the County enhances the productivity of the staff and provides easy access to information and legal defense services to the Long Beach community.

FISCAL IMPACT/FINANCING

The proposed lease amendments will provide the DA the use of 5,206 rentable square feet of office space at an initial full service base rent of $11,193 monthly or $134,315 annually and the APD the use of 3,723 rentable square feet of office space at an initial base rent of $8,004 monthly or $96,053 annually. Free parking for County employees is available across the street at the County Courthouse, however, spaces are limited due to ongoing retrofit construction. Accordingly, a maximum of 21 and 15 unreserved parking spaces will be made available onsite to the DA and APD, respectively, at a cost of $80 per space per month.

	CURRENT LEASE	PROPOSED LEASE	CHANGES
Area	8,655 sq.ft. (DA=5,035 sq.ft./ APD= 3,620 sq.ft.)	8,929 sq.ft. (DA=5,206 sq.ft./ APD=3,723 sq.ft.)	+ 274 sq.ft. (DA +171/ APD +103)
Term	Seven years (DA:12/11/00 - 12/10/07, now month- to- month; APD:12/07/00 - 12/06/07, now month-to-month)	Seven years upon Board approval	No change
Annual Base Rent	$ 163,740 ($18.92 per sq.ft. per year)	$ 230,368 ($25.80 per sq.ft. per year)	+$66,628 (41 percent)
Base TI Allowance	$ 10 per sq.ft. included in Base Rent	None	-$10 per sq.ft.
Additional TI allowance	$ 346,200 ($40 per sq.ft.)	None	-$40 per sq.ft.
Change Order Allowance	None	None	No change
Parking (not included in rent)	33 parking spaces, at $60/space/month $1,980/mo. or $23,760/year	36 parking spaces, at $80/space/month $2,880/mo. or $34,560/year	+ 3 spaces +$20/space/month ($10,800/year)
Maximum Annual Rent	$187,500 ($21.66 per sq.ft. per year)	$ 264,928[1] ($29.67 per sq.ft. per year)	+$77,248 ($8.01 per sq.ft. per year)
Cancellation	After two years	After two years	No change
Option to Renew	Seven-year option	Seven-year option	No change
Rental Adjustment	Based on CPI capped at 3 percent over base year.	Based on CPI capped at 4 percent over base year.	+ 1 percent

[1] Includes annual base rent and parking (if utilized): DA = base rent of $134,315 + parking of $20,160 = $154,475; and APD = base rent of $96,053 + parking of $14,400 = $110,453, cumulative total = $264,928.

Sufficient funding for the rental costs of the proposed lease amendments are included in the 2007-08 Rent Expense budget and will be billed back to the departments. The DA and APD have sufficient funding in their 2007-08 operating budgets to cover the projected lease costs. The cost for the lease amendments for the two departments is 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed seven-year lease amendments will provide a combined total of 8,929 rentable square feet of office space and up to a maximum of 36 parking spaces collectively. The leases contain the following provisions:

- Seven-year terms commencing upon Board approval.

- A full-service gross basis whereby the Lessor is responsible for the operational and maintenance costs associated with the premises.

- A cancellation provision after the 24th month of the lease terms upon 90 days notice.

- One seven-year option to extend the leases with 120 days prior written notice.

- Annual rental adjustments based upon the consumer price index, with a maximum increase of 4 percent per year over the base year's rent.

CEO Real Estate staff conducted a survey within the project area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this requirement more economically, nor are there any County-owned or leased facilities available for these programs. Based upon said survey, staff has established that the base rental range for similar space is between $23.40 and $29.40 per square foot per year on a full-service gross basis, i.e., including operational and maintenance costs as well as utilities and janitorial expenses exclusive of parking. Thus, the base annual rent of $25.80 full-service gross, exclusive of parking for the proposed lease represents a rate within the market range for the Long Beach area within a one mile radius of the Long Beach County Courthouse. As provided in the option to renew, the annual rental rate is within 90 percent of the building's asking rent. Attachment B shows County-owned or leased facilities in the proximity of the area and there are no suitable County-owned or leased facilities available for the program.

The Department of Public Works has inspected this facility and found it suitable for County occupancy. A child care center is not feasible in the proposed lease premises.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The CEO has made a preliminary study of environmental factors and has concluded that these leases are exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 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)

The proposed lease amendments will provide the necessary office space for these County requirements. The DA and APD concur with the lease amendment recommendations.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:DL:JSE
CEM:FC:hd

Attachments (4)

c: County Counsel
Auditor-Controller
District Attorney
Alternate Public Defender

100OceangateDA-APD.b

Attachment A

DISTRICT ATTORNEY AND ALTERNATE PUBLIC DEFENDER
100 OCEANGATE, LONG BEACH
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] **DA/APD leases represent approximately 289/248 square feet per person due to larger space required to house lawyers, support staff and ancillary rooms for this program.**		X	
2.	**Capital**				
	A	Is it a substantial net County cost (NCC) program?	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 B?	X		
	G	Was build-to-suit or capital project considered? **It is anticipated that programs will relocate to new Long Beach Courthouse when completed.**		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?			
		1. ___ The program clientele requires a "stand alone" facility.			
		2. ___ No suitable County occupied properties in project area.			
		3. _X_ 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

DISTRICT ATTORNEY AND ALTERNATE PUBLIC DEFENDER SPACE SEARCH FIVE-MILE RADIUS FROM 100 OCEANGATE, LONG BEACH

LACO	FACILITY NAME	ADDRESS	SQUARE FEET GROSS	SQUARE FEET NET	OWNERSHIP	SQUARE FEET AVAILABLE
A601	DCFS-LONG BEACH POLICE PATROL RESPONSE (MART)	1835 SANTA FE AVE, LONG BEACH 90810	200	190	LEASED	NONE
A547	ASSESSOR-SOUTH DISTRICT OFFICE BUILDING	1401 E WILLOW ST, SIGNAL HILL 90806	34051	29284	LEASED	NONE
A479	DISTRICT ATTORNEY-OCEANGATE TOWER	100 OCEANGATE, LONG BEACH 90802	10934	10387	LEASED	NONE
4288	LONG BEACH COURTHOUSE	415 W OCEAN BLVD, LONG BEACH 90802	332226	133197	OWNED	NONE

AMENDMENT NO. 1 AND EXERCISE
OF FIRST OPTION TO RENEW LEASE NO. 72645
DISTRICT ATTORNEY
(SUITE 500)

THIS AMENDMENT NO. 1 AND EXERCISE OF OPTION TO RENEW LEASE NO. 72645 ("**Amendment" or "Amendment No. 1**") is made and entered into as of this _____ day of_____, 2007, by and between **LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC**, a Delaware limited liability company ("**Lessor**"), and the **COUNTY OF LOS ANGELES**, a body corporate and politic ("**Lessee**").

WITNESSETH

WHEREAS, Arden Realty L.P., a Maryland limited partnership ("**Original Lessor**"), predecessor-in-interest to Lessor and Lessee entered into that certain County Lease and Agreement No. 72645 dated March 21, 2000 (the "**Lease**") whereby Original Lessor leased to Lessee approximately 5,035 rentable square feet of office space commonly known as Suite 500 (the "**Premises**") in the building located at 100 Oceangate, Long Beach, California (the "**Building**"), for a term of seven (7) years (the "**Initial Term**") from December 11, 2000 to December 10, 2007;

WHEREAS, Lessor, as successor-in-interest to Arden Realty L.P., a Maryland limited partnership, and Lessee are parties to that certain Lease dated March 21, 2000, and as such, assumes all of the rights, interests, and obligations granted pursuant to the Lease, as amended hereby;

WHEREAS, Lessor and Lessee desire to amend Paragraph 1, DESCRIPTION OF PREMISES, rentable square footage to reflect the square footage as remeasured by Lessor and verified independently by Lessee in accordance with the method of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("**BOMA**") International;

WHEREAS, pursuant to Paragraph 2, TERM, subparagraph B, Option to Renew, of the Lease, Lessee now desires to exercise its option to renew thereby extending the Lease for an additional seven (7) years, and Lessor is in agreement with extending and amending the term pursuant to Paragraph 2 herein;

WHEREAS, Lessor and Lessee desire to amend Paragraph 2, TERM, by adding a Second Option to Renew for an additional seven (7) years;

WHEREAS, Lessor and Lessee desire to amend Paragraph 3, RENT, to reflect the rent to be paid during the Extended Term of the Lease and thereafter;

WHEREAS, Lessor and Lessee desire to amend Paragraph 15, NOTICES, to reflect the proper notice information for the Lessor;

WHEREAS, Lessor and Lessee desire to amend Paragraph 19, RENTAL ADJUSTMENT, to reflect the proper rental adjustment to be used during the Extended Term of the Lease and thereafter;

WHEREAS, Lessor and Lessee desire to amend Paragraph 21, PARKING SPACES, to reflect the appropriate number of parking spaces and the monthly charge for each space during the Extended Term of the Lease and thereafter; and

WHEREAS, Lessor and Lessee desire to amend Paragraph 26, TENANT IMPROVEMENTS, to reflect agreed upon improvements for the Extended Term.

AGREEMENT

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 hereinafter contained, and are intended to be legally bound, Lessor and Lessee hereby covenant and agree to amend Lease No. 72645 as follows:

1. Paragraph 1, DESCRIPTION OF PREMISES, is hereby deleted in its entirety, and replaced with the following:

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 located at 100 Oceangate, Long Beach, in the County of Los Angeles, State of California, more particularly described as Suite 500 of the subject facility.

The Premises shall consist of approximately 5,206 rentable square feet of office space comprising a portion of the fifth floor of the Building. Lessor shall also provide at all times during the term of this Lease or any renewal or holdover as the case may be, for Lessee's use, up to twenty-one (21) unreserved parking spaces at the rate of $80/space/month for the first three (3) years of this Lease term, to be modified thereafter at the prevailing rate charged from time to time by Landlord or Landlord's parking operator for parking passes for the parking facility where such parking passes are located, which rates are currently $80.00 per month per parking pass for unreserved parking spaces, and $135.00 per month per parking pass for reserved parking spaces.

Lessor and Lessee acknowledge that the Premises have been measured by Lessor and verified independently by Lessee in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANZI Z65.1-1996, as promulgated by the Building Owners and Management Association ("**BOMA**") International. At no time, except by specific amendment to this Lease, will the amount of square footage as contained herein exceed the amount stated above.

2. Paragraph 2, TERM, is hereby amended as to Subsection A and B, and Subsections C and D are hereby added:

A. Initial Term: Subsection A, is hereby amended to reflect "Initial Term" and the remainder of the language remains as stated in the Lease.

B. Option to Renew: The existing Option to Renew has been exercised as set forth in this Amendment.

C. Extended Term: Lessee desires and Lessor is in agreement with Lessee exercising its Option to Renew as described in the Lease. As such, the Extended Term of the Lease shall be for a period of seven (7) years commencing upon approval of this Amendment by the Board of Supervisors (the "**Extended Term Commencement Date**"), but in no event sooner than December 11, 2007, and ending seven years thereafter. If for any reason this Amendment has not been approved by the Board of Supervisors by December 11, 2007, Lessee shall continue to pay rent under the Lease at the existing rate until this Amendment is approved and the Extended Term Commencement Date occurs.

D. Second Option to Renew: Lessee shall have the option to renew this Lease for a period of seven (7) years under the same terms and conditions except that the rental rate for the Second Option Term shall be adjusted by negotiation not to exceed one hundred percent (**100%**) of the fair rental value which Lessor could derive on the open market for a term concurrent with the Second Option Term ("**Fair Rental Rate**"). The Fair Rental Rate of the demised Premises shall be determined by using the rental rate prevailing for similarly-improved office space within a one (1) mile radius of the demised Premises for transactions consummated within the last nine (9) months immediately preceding the commencement date of the Second Option Term. If transactions for similarly improved office space cannot be identified within a one (1) mile radius of the demised Premises, then the search area shall be enlarged to a two (2) mile radius. In determining the Fair Rental Rate, equitable adjustments to the surveyed rental values shall be made for the size and credit worthiness of the Lessee, the quality of the project, the nature of the Lessee's tenant improvements and any other lease terms having an impact on rental value (such as a tenant's option to expand or purchase).

Lessee, by Chief Executive Office letter, shall notify Lessor in writing not less than one hundred twenty (120) days prior to expiration of the Extended Term of Lessee's intention to exercise its option. The actual exercise of the option shall be by the Board of Supervisors of the County of Los Angeles or by the Chief Executive Office.

3. Paragraph 3, RENT, is hereby modified and the following Subsection A and B have been added as follows:

A. Initial Term Rent: The rent language remains as stated in the Lease and is hereby incorporated under Subsection A, as amended hereby.

B. Extended Term Rent. Lessee agrees to pay as rent for said demised Premises the sum of ELEVEN THOUSAND, ONE HUNDRED NINETY-TWO AND 90/100 DOLLARS ($11,192.90) per month, i.e. $2.15 per rentable square foot per month, during the term hereof within 15 days after a claim therefor for each such month has been filed by Lessor with the Auditor of the County of Los Angeles 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.

4. Paragraph 15, NOTICES, is hereby deleted in its entirety, and replaced with the following:

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service. Any such notice and the envelope containing the same shall be addressed to the Lessor as follows:

Legacy Partners I Long Beach/Oceangate LLC
c/o Legacy Partners Commercial Inc.
4000 E. 3rd Avenue, Suite 600
Foster City, California 94404-4805

With a copy to:

Legacy Partners I Long Beach Oceangate, LLC
c/o Legacy Partners Commercial
100 Oceangate, Suite 645
Long Beach, California 90802
Attention: Ms. Kathie Bostian, Senior Property Manager
Phone: (562) 901-9021
Fax: (562) 901-9621

The notices and envelopes containing the same shall be addressed to the Lessee as follows:

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
Attention: Director of Real Estate
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

5. Paragraph 19, RENTAL ADJUSTMENT, is hereby deleted in its entirety, and replaced with the following:

A. CPI. From and after the first anniversary of the Extended Term Commencement Date, on the first day of the first full calendar month thereafter (the "**Adjustment Date**") and on every anniversary of the Adjustment Date thereafter, Base Extended Term Rent shall be adjusted by applying the CPI Formula set forth below. The "**Base Index**" shall be the Index published for the month the Extended Term commences.

B. CPI Formula. The Index means 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). The "**CPI Formula**" means Base Rent multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Index published for the month the Lease commenced. If the Index is changed so that the Index differs from that used as of the Extended Term Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

C. Illustration of Formula. The formula for determining the new rent shall be as follows:

New Index / [Base Index} x $11,192.90 (Base Extended Term Rent)

± Amount needed to amortize Tenant's Additional Tenant Improvements, if any

± Amount needed to amortize change order costs, if any

= Monthly Base Rent

D. Limitations on CPI Adjustment. In no event shall the monthly Base Extended Term Rent adjustment based upon the CPI Formula result in an annual increase greater than four percent (4%) per year of the monthly Base Extended Term Rent of $11,192.90 (i.e., not greater than $447.72 per month annually).

6. Paragraph 21, PARKING SPACES, is hereby modified and the following Subsection A and B have been added as follows:

A. Initial Term Parking Spaces: The parking spaces language remains as stated in the Lease and is hereby incorporated under Subsection A, as amended in Subsection B below.

B. Extended Term Parking Spaces: Lessor shall provide for the use by Lessee during the Extended Term of the Lease or renewal period thereafter twenty-one (21) off-street in-

and-out unreserved parking spaces located at 100 Oceangate, Long Beach, California at the rate of $80/space/month for the first three (3) years of this Lease term, to be modified thereafter at the prevailing rate charged from time to time by Landlord or Landlord's parking operator for parking passes for the parking facility where such parking passes are located, which rates are currently $80.00 per month per parking pass for unreserved parking passes, and $135.00 per month for reserved parking passes. Unless included within the prevailing market rate for the Building's parking passes, Lessee shall pay for all applicable taxes imposed by the City of Long Beach for said parking spaces and any increases thereto. No tandem spaces will be included and all spaces will be "in and out" as long as that design is consistent with County policy.

Lessor shall use its best efforts to provide Lessee with twenty-one (21) unreserved parking spaces at all times. If Lessor provides less than twenty-one (21) unreserved spaces at the prevailing rate for parking passes referenced above, Lessee may at its sole discretion negotiate with Lessor for an equitable reduction in the monthly rent based upon the Fair Market Value of such parking or the loss of such parking if not replaced.

7. Paragraph 26 TENANT IMPROVEMENTS, is hereby deleted in its entirety, and replaced with the following:

A. Lessee acknowledges that it is already in possession of the Premises pursuant to Lease No. 72645 (previously entered into between Lessee and Lessor's predecessor-in interest), and that Lessor shall be deemed to have delivered possession of the Premises to Lessee on the Extended Term Commencement Date in an "as-is" condition with no alterations or improvements being made by Lessor except the following:

Lessor shall, at Lessor's cost, following the Renewal Commencement Date, perform the work more particularly described in Exhibit A attached hereto (collectively, the "**Lessor Work**"). The Lessor Work shall be performed using Building standard materials, procedures and specifications, as set forth in Exhibit A hereof. Lessor agrees to perform the Lessor Work before 7:00 a.m. or after 7:00 p.m. on Mondays through Fridays and/or at any time on the weekends. Lessee hereby agrees to use its best efforts to cooperate with Lessor in connection with the construction of the Lessor Work. Notwithstanding the immediately preceding sentence, in connection with the performance of the Lessor Work, Lessor agrees to move, to the extent necessary, but at no liability to Lessor, Lessee's furniture and such other items as Lessor may require be moved in order to perform the Lessor Work; provided, however, Lessee shall be required to move Lessee's computers, copiers and other personal property which Lessor or its contractor may request be moved. Notwithstanding the foregoing, Lessor shall use its commercially reasonable efforts to perform the Lessor Work in a manner so as to minimize unreasonable interference with Lessee's business at the Premises. Lessor shall endeavor to perform all work within three (3) months of approval of this Amendment.

8. Original Lease in Full Force. Notwithstanding anything to the contrary herein, all of the terms and conditions contained in the Lease, which are not modified by this Amendment shall remain in full force and effect. In the event of a conflict between the Lease and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Lessor has executed this Amendment or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chairman of said Board and attested to by the Clerk thereof the day, month, and year first above written.

"LESSOR"

LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC,
a Delaware limited liability company

By: LEGACY PARTNERS COMMERCIAL, L.P.,
a California limited partnership,
as Manager and Agent for Owner

By: LEGACY PARTNERS COMMERCIAL, INC.,
General Partner

By: Debra Smith
Debra Smith
Its: Executive Vice President

(LESSEE'S SIGNATURE ON NEXT PAGE)

"LESSEE"

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: YVONNE B. BURKE
Its: Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI,
Executive Officer-Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Deputy County Counsel

EXHIBIT A

TENANT IMPROVEMENTS

Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Premises, utilizing Landlord's current standard grade, quality, make, style, design and color materials and construction methods for the Building, as applicable:

(1) Touch-up paint where needed;

(2) Patch and repair carpet where needed;

(3) Steam clean the carpet; and

(4) Replace damaged ceiling tiles in the Lunch-Room area.

AMENDMENT NO. 1 AND EXERCISE
OF FIRST OPTION TO RENEW LEASE NO. 72647
ALTERNATE PUBLIC DEFENDER
(SUITE 504)

THIS AMENDMENT NO. 1 AND EXERCISE OF OPTION TO RENEW LEASE NO. 72647 ("**Amendment" or "Amendment No. 1**") is made and entered into as of this _____ day of_____, 2007, by and between **LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC**, a Delaware limited liability company ("**Lessor**"), and the **COUNTY OF LOS ANGELES**, a body corporate and politic ("**Lessee**").

WITNESSETH

WHEREAS, Arden Realty L.P., a Maryland limited partnership ("**Original Lessor**"), predecessor-in-interest to Lessor and Lessee entered into that certain County Lease and Agreement No. 72647 dated March 21, 2000 (the "**Lease**") whereby Original Lessor leased to Lessee approximately 3,620 rentable square feet of office space commonly known as Suite 504 (the "**Premises**") in the building located at 100 Oceangate, Long Beach, California (the "**Building**"), for a term of seven (7) years (the "**Initial Term**") from December 7, 2000 to December 6, 2007;

WHEREAS, Lessor, as successor-in-interest to Arden Realty L.P., a Maryland limited partnership, and Lessee are parties to that certain Lease dated March 21, 2000, and as such, assumes all of the rights, interests, and obligations granted pursuant to the Lease, as amended hereby;

WHEREAS, Lessor and Lessee desire to amend Paragraph 1, DESCRIPTION OF PREMISES, rentable square footage to reflect the square footage as remeasured by Lessor and verified independently by Lessee in accordance with the method of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANSI Z65.1-1996, as promulgated by the Building Owners and Management Association ("**BOMA**") International;

WHEREAS, pursuant to Paragraph 2, TERM, subparagraph B, Option to Renew, of the Lease, Lessee now desires to exercise its option to renew thereby extending the Lease for an additional seven (7) years, and Lessor is in agreement with extending and amending the term pursuant to Paragraph 2 herein;

WHEREAS, Lessor and Lessee desire to amend Paragraph 2, TERM, by adding a Second Option to Renew for an additional seven (7) years;

WHEREAS, Lessor and Lessee desire to amend Paragraph 3, RENT, to reflect the rent to be paid during the Extended Term of the Lease and thereafter;

WHEREAS, Lessor and Lessee desire to amend Paragraph 15, NOTICES, to reflect the proper notice information for the Lessor;

WHEREAS, Lessor and Lessee desire to amend Paragraph 19, RENTAL ADJUSTMENT, to reflect the proper rental adjustment to be used during the Extended Term of the Lease and thereafter;

WHEREAS, Lessor and Lessee desire to amend Paragraph 21, PARKING SPACES, to reflect the appropriate number of parking spaces and the monthly charge for each space during the Extended Term of the Lease and thereafter; and

WHEREAS, Lessor and Lessee desire to amend Paragraph 26, TENANT IMPROVEMENTS, to reflect agreed upon improvements for the Extended Term.

AGREEMENT

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 hereinafter contained, and are intended to be legally bound, Lessor and Lessee hereby covenant and agree to amend Lease No. 72647 as follows:

1. Paragraph 1, DESCRIPTION OF PREMISES, is hereby deleted in its entirety, and replaced with the following:

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 located at 100 Oceangate, Long Beach, in the County of Los Angeles, State of California, more particularly described as Suite 504 of the subject facility.

The Premises shall consist of approximately 3,723 rentable square feet of office space comprising a portion of the fifth floor of the Building. Lessor shall also provide at all times during the term of this Lease or any renewal or holdover as the case may be, for Lessee's use, up to fifteen (15) unreserved parking spaces at the rate of $80/space/month for the first three (3) years of this Lease term, to be modified thereafter at the prevailing rate charged from time to time by Landlord or Landlord's parking operator for parking passes for the parking facility where such parking passes are located, which rates are currently $80.00 per month per parking pass for unreserved parking spaces, and $135.00 per month per parking pass for reserved parking spaces.

Lessor and Lessee acknowledge that the Premises have been measured by Lessor and verified independently by Lessee in accordance with the methods of measuring rentable area as described in the Standard Method for Measuring Floor Area in Office Buildings, ANZI Z65.1-1996, as promulgated by the Building Owners and Management Association ("**BOMA**") International. At no time, except by specific amendment to this Lease, will the amount of square footage as contained herein exceed the amount stated above.

2. Paragraph 2, TERM, is hereby amended as to Subsection A and B, and Subsections C and D are hereby added:

A. Initial Term: Subsection A, is hereby amended to reflect "Initial Term" and the remainder of the language remains as stated in the Lease.

B. Option to Renew: The existing Option to Renew has been exercised as set forth in this Amendment.

C. Extended Term: Lessee desires and Lessor is in agreement with Lessee exercising its Option to Renew as described in the Lease. As such, the Extended Term of the Lease shall be for a period of seven (7) years commencing upon approval of this Amendment by the Board of Supervisors (the "**Extended Term Commencement Date**"), but in no event sooner than December 7, 2007, and ending seven years thereafter. If for any reason this Amendment has not been approved by the Board of Supervisors by December 7, 2007, Lessee shall continue to pay rent under the Lease at the existing rate until this Amendment is approved and the Extended Term Commencement Date occurs.

D. Second Option to Renew: Lessee shall have the option to renew this Lease for a period of seven (7) years under the same terms and conditions except that the rental rate for the Second Option Term shall be adjusted by negotiation not to exceed one hundred percent (**100%**) of the fair rental value which Lessor could derive on the open market for a term concurrent with the Second Option Term ("**Fair Rental Rate**"). The Fair Rental Rate of the demised Premises shall be determined by using the rental rate prevailing for similarly-improved office space within a one (1) mile radius of the demised Premises for transactions consummated within the last nine (9) months immediately preceding the commencement date of the Second Option Term. If transactions for similarly improved office space cannot be identified within a one (1) mile radius of the demised Premises, then the search area shall be enlarged to a two (2) mile radius. In determining the Fair Rental Rate, equitable adjustments to the surveyed rental values shall be made for the size and credit worthiness of the Lessee, the quality of the project, the nature of the Lessee's tenant improvements and any other lease terms having an impact on rental value (such as a tenant's option to expand or purchase).

Lessee, by Chief Executive Office letter, shall notify Lessor in writing not less than one hundred twenty (120) days prior to expiration of the Extended Term of Lessee's intention to exercise its option. The actual exercise of the option shall be by the Board of Supervisors of the County of Los Angeles or by the Chief Executive Office.

3. Paragraph 3, RENT, is hereby modified and the following Subsection A and B have been added as follows:

A. Initial Term Rent: The rent language remains as stated in the Lease and is hereby incorporated under Subsection A, as amended hereby.

B. Extended Term Rent. Lessee agrees to pay as rent for said demised Premises the sum of EIGHT THOUSAND, FOUR AND 45/100 DOLLARS ($8,004.45) per month, i.e. $2.15 per rentable square foot per month, during the term hereof within 15 days after a claim therefor for each such month has been filed by Lessor with the Auditor of the County of Los Angeles 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.

4. Paragraph 15, NOTICES, is hereby deleted in its entirety, and replaced with the following:

Notices desired or required to be given by this Lease or by any law now or hereinafter in effect shall be given by enclosing the same in a sealed envelope with postage prepaid, certified or registered mail, return receipt requested, with the United States Postal Service. Any such notice and the envelope containing the same shall be addressed to the Lessor as follows:

Legacy Partners I Long Beach/Oceangate LLC
c/o Legacy Partners Commercial Inc.
4000 E. 3rd Avenue, Suite 600
Foster City, California 94404-4805

With a copy to:

Legacy Partners I Long Beach Oceangate, LLC
c/o Legacy Partners Commercial
100 Oceangate, Suite 645
Long Beach, California 90802
Attention: Ms. Kathie Bostian, Senior Property Manager
Phone: (562) 901-9021
Fax: (562) 901-9621

The notices and envelopes containing the same shall be addressed to the Lessee as follows:

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
Attention: Director of Real Estate
222 South Hill Street, 3rd Floor
Los Angeles, California 90012

5. Paragraph 19, RENTAL ADJUSTMENT, is hereby deleted in its entirety, and replaced with the following:

A. CPI. From and after the first anniversary of the Extended Term Commencement Date, on the first day of the first full calendar month thereafter (the "**Adjustment Date**") and on every anniversary of the Adjustment Date thereafter, Base Extended Term Rent shall be adjusted by applying the CPI Formula set forth below. The "**Base Index**" shall be the Index published for the month the Extended Term commences.

B. CPI Formula. The Index means 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). The "**CPI Formula**" means Base Rent multiplied by a fraction, the numerator being the Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Index published for the month the Lease commenced. If the Index is changed so that the Index differs from that used as of the Extended Term Commencement Date of the Lease, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If the Index is discontinued or revised during the Term of this Lease, such other governmental Index or computation with which it is replaced shall be used in order to obtain substantially the same results as would be obtained if the Index had not been discontinued or revised.

C. Illustration of Formula. The formula for determining the new rent shall be as follows:

New Index / [Base Index} x $8,004.45 (Base Extended Term Rent)

± Amount needed to amortize Tenant's Additional Tenant Improvements, if any

± Amount needed to amortize change order costs, if any

= Monthly Base Rent

D. Limitations on CPI Adjustment. In no event shall the monthly Base Extended Term Rent adjustment based upon the CPI Formula result in an annual increase greater than four percent (4%) per year of the monthly Base Extended Term Rent of $8,004.45 (i.e., not greater than $320.18 per month annually).

6. Paragraph 21, PARKING SPACES, is hereby modified and the following Subsection A and B have been added as follows:

A. Initial Term Parking Spaces: The parking spaces language remains as stated in the Lease and is hereby incorporated under Subsection A, as amended in Subsection B below.

B. Extended Term Parking Spaces: Lessor shall provide for the use by Lessee during the Extended Term of the Lease or renewal period thereafter fifteen (15) off-street in-and-

out unreserved parking spaces located at 100 Oceangate, Long Beach, California at the rate of $80/space/month for the first three (3) years of this Lease term, to be modified thereafter at the prevailing rate charged from time to time by Landlord or Landlord's parking operator for parking passes for the parking facility where such parking passes are located, which rates are currently $80.00 per month per parking pass for unreserved parking passes, and $135.00 per month for reserved parking passes. Unless included within the prevailing market rate for the Building's parking passes, Lessee shall pay for all applicable taxes imposed by the City of Long Beach for said parking spaces and any increases thereto. No tandem spaces will be included and all spaces will be "in and out" as long as that design is consistent with County policy.

Lessor shall use its best efforts to provide Lessee with fifteen (15) unreserved parking spaces at all times. If Lessor provides less than fifteen (15) unreserved spaces at the prevailing rate for parking passes referenced above, Lessee may at its sole discretion negotiate with Lessor for an equitable reduction in the monthly rent based upon the Fair Market Value of such parking or the loss of such parking if not replaced.

7. Paragraph 26 TENANT IMPROVEMENTS, is hereby deleted in its entirety, and replaced with the following:

A. Lessee acknowledges that it is already in possession of the Premises pursuant to Lease No. 72647 (previously entered into between Lessee and Lessor's predecessor-in interest), and that Lessor shall be deemed to have delivered possession of the Premises to Lessee on the Extended Term Commencement Date in an "as-is" condition with no alterations or improvements being made by Lessor except the following:

Lessor shall, at Lessor's cost, following the Renewal Commencement Date, perform the work more particularly described in Exhibit A attached hereto (collectively, the "**Lessor Work**"). The Lessor Work shall be performed using Building standard materials, procedures and specifications, as set forth in Exhibit A hereof. Lessor agrees to perform the Lessor Work before 7:00 a.m. or after 7:00 p.m. on Mondays through Fridays and/or at any time on the weekends. Lessee hereby agrees to use its best efforts to cooperate with Lessor in connection with the construction of the Lessor Work. Notwithstanding the immediately preceding sentence, in connection with the performance of the Lessor Work, Lessor agrees to move, to the extent necessary, but at no liability to Lessor, Lessee's furniture and such other items as Lessor may require be moved in order to perform the Lessor Work; provided, however, Lessee shall be required to move Lessee's computers, copiers and other personal property which Lessor or its contractor may request be moved. Notwithstanding the foregoing, Lessor shall use its commercially reasonable efforts to perform the Lessor Work in a manner so as to minimize unreasonable interference with Lessee's business at the Premises. Lessor shall endeavor to perform all work within three (3) months of approval of this Amendment.

8. Original Lease in Full Force. Notwithstanding anything to the contrary herein, all of the terms and conditions contained in the Lease, which are not modified by this Amendment shall remain in full force and effect. In the event of a conflict between the Lease and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the Lessor has executed this Amendment or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chairman of said Board and attested to by the Clerk thereof the day, month, and year first above written.

"LESSOR"

LEGACY PARTNERS I LONG BEACH OCEANGATE, LLC,
a Delaware limited liability company

By: LEGACY PARTNERS COMMERCIAL, L.P.,
a California limited partnership,
as Manager and Agent for Owner

By: LEGACY PARTNERS COMMERCIAL, INC.,
General Partner

By: Debra Smith
Debra Smith
Its: Executive Vice President

(LESSEE'S SIGNATURE ON NEXT PAGE)

"LESSEE"

COUNTY OF LOS ANGELES,
a body corporate and politic

By: _____
Name: YVONNE B. BURKE
Its: Chair, Board of Supervisors

ATTEST:

SACHI A. HAMAI,
Executive Officer-Clerk of the Board of Supervisors

By: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Deputy County Counsel

EXHIBIT A

TENANT IMPROVEMENTS

Landlord, at Landlord's sole cost and expense, shall perform the following Tenant Improvements in the Premises, utilizing Landlord's current standard grade, quality, make, style, design and color materials and construction methods for the Building, as applicable:

(1) Touch-up paint where needed;

(2) Patch and repair carpet where needed;

(3) Steam clean the carpet; and

(4) Replace damaged ceiling tiles in the Lunch-Room area.