



County of Los Angeles
CHIEF EXECUTIVE OFFICE

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

WILLIAM T FUJIOKA
Chief Executive Officer

May 31, 2011

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:

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

**SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO SUBLEASE NO. 76651
AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 74718
DEPARTMENT OF HEALTH SERVICES
10430 SLUSHER DRIVE, SANTA FE SPRINGS
AND APPROVAL OF AN APPROPRIATION ADJUSTMENT
(FIRST DISTRICT) (4 VOTES)**

SUBJECT

These recommendations are to approve the early termination and buyout of a sublease between the County, as Sublessor, and the United States of America, as Sublessee, approval of an amendment with the Lessor for the completion of tenant improvements that are needed before the County can backfill the vacated space, and approval of an appropriation adjustment.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the project is exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Mayor to sign Supplemental Lease Agreement No. 2 to Sublease No. 76651 with the United States of America, through its representative, the United States General Services Administration, including the buyout of the remaining three years of the sublease term for the total sum of \$180,000 and termination of the Sublease, which has provided 20,230 usable square feet of County-leased warehouse space at 10430 Slusher Drive, Santa Fe Springs.

"To Enrich Lives Through Effective And Caring Service"

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Intra-County Correspondence Sent Electronically Only***

3. Approve and instruct the Mayor to sign Lease Amendment No. 1 to Lease No. 74718 with Legacy Partners II Santa Fe Springs, LLC, a Delaware Limited Liability Company for the completion of tenant improvements at 10430 Slusher Drive, Santa Fe Springs at a cost not to exceed \$180,000, which will be completely funded by the settlement payment received in connection with the proposed sublease buyout.
4. Approve an Appropriation Adjustment to increase the Rent Expense Budget in the amount of \$180,000 for FY 2010-11 to be offset by the settlement payment from the Federal Government.
5. Authorize the Chief Executive Office and the Department of Health Services to implement the project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 16, 2003, a ten-year lease, comprising 45,290 square feet of warehouse space at 10430 Slusher Drive, Santa Fe Springs (Slusher), was adopted by your Board. The Department of Health Services (DHS) commenced occupancy of 24,990 square feet in June 2004, and the remaining 20,230 square feet was subleased to the United States of America (USA). The County subleased a portion of the premises to USA in connection with its participation in the Federal National Disaster Medical System (NDMS) program, which provides equipment, supplies, and vehicles for distribution and use during a major emergency or disaster situation. Initially, through direct invoice billing and more recently through the Sublease No. 76651 (Sublease), the County is paid a rent reimbursement from the United States General Services Administration (GSA) for that portion of the Slusher facility dedicated exclusively for NDMS purposes.

In November 2009, USA implemented a new regionalization plan for its NDMS program, which sought to create a more modernized logistic operation. The new plan called for USA to vacate the Slusher facility and relocate all of its supplies to another location. Since vacating the Slusher facility, USA has paid its rent obligation in a timely manner and will continue to do so until the proposed termination of the Sublease becomes effective.

The Sublease does not provide USA with the right of cancellation; thus, they have proposed a buyout of the remaining three years of the term of the agreement for the total sum of \$180,000, in exchange for full termination of the Sublease. The proposed settlement will enable the County and USA to resolve all of its issues and obligations with regard to Sublease 76651 and terminate the agreement.

In conformity with recognized industry practices, the buyout amount negotiated represents approximately 33 percent of the rent, which would have been paid over the remainder of the sublease term (approximately \$553,088 as of April 30, 2011). The proposed buyout agreement is attached hereto as Supplemental Lease Agreement No. 2 to Sublease No. 76651 (Attachment A).

The Chief Executive Office's (CEO) Real Estate Division has been working with the Department of Health Services (DHS) to locate a suitable 24,000 square foot facility to house its Mobile Medical Hospital program. The estimated annual cost for this new warehouse facility was estimated to be over \$300,000, based on projected rental and renovation costs. In lieu of leasing a new facility, DHS intends to backfill the subject space once the Sublease is terminated. The benefits are (1) the proposed warehouse space has already been seismically retrofitted to meet County policy standards, and (2) the space fulfills DHS requirements and co-locates programs at one location.

Certain tenant improvements (TIs) are needed to accommodate DHS' Mobile Medical Hospital program in the space being vacated by the USA. Funds from the proposed settlement are sufficient to complete the TIs, based on estimated construction bids obtained by the Lessor. The proposed Amendment No. 1 to Lease No. 74718 (Attachment B) grants the Lessor authority to complete the TIs according to DHS' specifications and subject to reimbursement from DHS upon completion of the work.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of the County's process, structure, and operations in support of timely delivery of efficient customer-oriented public services. In this case, the Lease and Sublease Amendments support this goal with suitably located warehouse and office space for DHS as further outlined in Attachment D.

FISCAL IMPACT/FINANCING

The proposed increase in the County's share of the lease will amount to an additional \$175,392 annually, and will provide DHS use of an additional 20,230 square feet of warehouse and office space and 16 additional parking spaces. Homeland Security Grant funding will be used to pay the DHS rent previously paid by the GSA. This solution is projected to be less expensive to the County than a lease of new space for the Mobile Medical Hospital program where the annual estimated cost of a new warehouse was over \$300,000.

The TIs for the additional space will be paid for through the buyout provisions of the Sublease and the existing rent at this location is lower than market rents available at other space canvassed during a recent search.

Proposed Backfill	10430 Slusher Drive, Santa Fe Springs
Area of Backfill	20,230 sq. ft.
Term	6/21/11 to 6/20/14
Annual Base Rent	\$175,392 or \$8.64/sq. ft.
TI Lump-Sum Reimbursement*	\$180,000
Annual Rental Adjustment	Fixed annual increases of 3 percent
Parking (included in rent)	16 spaces
Cancellation	On December 21, 2011, upon 180 days notice
Option(s) to Renew	Two, 5-year options

*A sublease termination/settlement fee of \$180,000 is being paid by USA, and it will be applied to the TI costs. Construction bids have been received documenting the TI costs at or below \$180,000. Total space to be occupied by DHS will be 45,290 sq.ft. at an annual rent of \$391,306 on a modified full service basis, whereby the landlord is responsible for janitorial services and some maintenance while the County is responsible for utilities and maintaining interior walls, lamps, tubes, floor coverings, and windows.

Approval of the appropriation adjustment will provide \$180,000 to fully fund the necessary TIs to prepare the space for use by DHS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1995, the County has participated in the Federal NDMS program by recruiting, organizing, training, and maintaining a Disaster Medical Assistant Team (DMAT). As the NDMS program expanded, the County also undertook the sponsorship of an additional DMAT, which resulted in the need for a larger space to accommodate and store additional equipment and supplies, including vehicles.

Since June 2004, USA has paid a rent reimbursement to the County for the Slusher facility space use through a direct invoice billing process. In May 2008, USA notified the County that it was phasing out and eliminating use of the direct invoice billing process for allocated NDMS grant funding monies. On July 29, 2009, your Board approved Sublease No. 76651, creating a replacement mechanism for USA to continue rent reimbursement to the County.

The Honorable Board of Supervisors
May 31, 2011
Page 5

Adhering to mandatory Federal government protocol and procedure, the County has agreed to use the GSA's standard form and execute the termination agreement first. County Counsel has reviewed the proposed Supplemental Lease Agreement No. 2 to Sublease No. 76651 and Amendment No. 1 to Lease Agreement No. 74718 in connection with this action and has approved them as to form.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Class 1 of the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendments will adequately provide the necessary warehouse and office space for this County requirement. DHS concurs with the proposed recommendations.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors return two original copies each of the executed Supplemental Lease Agreement No. 2 to Sublease No. 76651 and Amendment No. 1 to Lease Agreement No. 74718, together with two certified copies of the Minute Order and the adopted, stamped Board letter to the CEO, Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further execution and processing.

Respectfully submitted,



WILLIAM T FUSIOKA
Chief Executive Officer

WTF:RLR:WLD
KW:RL:ls

Attachments

c: Executive Office, Board of Supervisors
Auditor-Controller
County Counsel
Health Services

LIST OF ATTACHMENTS

- A. SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO SUBLEASE NO. 76651
- B. LEASE AMENDMENT NO. 1 TO LEASE AGREEMENT NO. 74718
- C. REQUEST FOR APPROPRIATION ADJUSTMENT
- D. ASSET MANAGEMENT PRINCIPLES COMPLIANCE FORM

ATTACHMENT A

SUPPLEMENTAL LEASE AGREEMENT NO. 2 TO SUBLEASE NO. 76651

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT
NO. 2

DATE

TO LEASE NO. GS-09B-02052

ADDRESS OF PREMISES: 10430 Slusher Drive,
Santa Fe Springs, CA 90670

THIS AGREEMENT, made and entered into this date by and between: COUNTY OF LOS ANGELES

Whose address is: 222 S. Hill Street, 3rd Floor
Los Angeles, CA 90012

Hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to terminate the above Lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective upon full execution of this Supplemental Lease Agreement ("SLA"), to terminate the lease and to pay the lessor a lump sum settlement amount of One Hundred Eighty Thousand Dollars and no cents (\$180,000) as follows:

Paragraphs 11 and 12 are hereby added:

11. To Terminate the said Lease. All terms and conditions of the Lease are hereby terminated.

12. To provide for a full and final settlement and release of all causes of action, damages or liability arising from and/or relating to Lessor's rent request for space currently occupied by the Government at 10430 Slusher Drive, in Santa Fe Springs, CA. This SLA is to effectuate a settlement agreement between the United States of America, through the U.S. General Services Administration ("GSA"), and the County of Los Angeles. The total settlement amount is One Hundred Eighty Thousand Dollars and no cents (\$180,000.00) and will be paid via lump sum within sixty (60) days of full execution of this agreement.

In exchange for the Government's agreement to pay the settlement amount, both parties, their successors and assigns, hereby irrevocably and unconditionally release, acquit and forever discharge each other from any and all liabilities, obligations, damages, actions, suits, rights, demands, costs (including, but not limited to attorneys fees and interest), losses, debts and expenses actually incurred of any nature whatsoever, known or unknown, suspected or unsuspected, which either party, or any related person or entity, now has, owns, or holds or claims to have, own or hold, or which either party at any time hereinafter may have against each other, arising under or relating to the circumstances giving rise to the Lessor's request for compensation.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: COUNTY OF LOS ANGELES

BY _____
(Signature)

(Title)

IN THE PRESENCE OF (witnessed by:)

SEE ATTACHED PAGE

(Signature)

(Address)

UNITED STATES OF AMERICA: GENERAL SERVICES ADMINISTRATION

BY _____
Guadalupe Flores
Contracting Officer
(Signature)

LESSEE/SUBLESSOR:

COUNTY OF LOS ANGELES

a body politic and corporate

By _____
Michael D. Antonovich
Mayor, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By  _____
Senior Deputy

ATTACHMENT B

LEASE AMENDMENT NO.1 TO LEASE AGREEMENT NO. 74718

**AMENDMENT NO. 1 TO COUNTY LEASE NO. 74718
10430 SLUSHER DRIVE, SANTA FE SPRINGS**

This Amendment No. 1 to Lease No. 74718 ("**Amendment**" or "**Amendment No. 1**") is made and entered into this _____ day of _____ 2011, by and between **LEGACY PARTNERS II SANTA FE SPRINGS, LLC**, a Delaware limited liability company ("**Landlord**") and the **COUNTY OF LOS ANGELES**, a body politic and corporate ("**Tenant**").

RECITALS:

WHEREAS, SFSHP INVESTORS I, LLC ("**Original Landlord**"), predecessor-in-interest to LEGACY PARTNERS II SANTA FE SPRINGS, LLC, and Tenant entered into that certain County Lease No. 74718 dated December 16, 2003 whereby Original Landlord leased to Tenant approximately 45,290 rentable square feet of office/warehouse space in the building located at 10430 Slusher Drive, Santa Fe Springs, California ("**Premises**"), for a term of ten (10) years ("**Term**") from June 21, 2004 to June 20, 2014; and

WHEREAS, Landlord and Tenant desire to amend the Lease for the purpose of confirming the agreement of the parties with respect to the construction of a new ramp and roll up door at the Premises as more particularly described in Exhibit A and A-1 attached hereto and incorporated herein by this reference (collectively, the "**2011 Tenant Improvements**")

WHEREAS, Landlord is the successor-in-interest to the Original Landlord, 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 hereinafter contained, Landlord and Tenant hereby covenant and agree to amend the Lease as follows:

1. Section 1(a). LANDLORD'S ADDRESS FOR NOTICE is hereby deleted in its entirety, and the following language is inserted in substitution thereof:

Legacy Partners II Santa Fe Springs, LLC
c/o Legacy Partners Commercial, Inc.
12016 Telegraph Road, Suite 203
Santa Fe Springs, California 90670
Attention: Property Manager

with a copy to:

Legacy Partners II Santa Fe Springs, LLC
c/o Legacy Partners Commercial, Inc.
4000 East Third Avenue, Suite 600
Foster City, California 94404-4805
Attention: Regional Vice President

2. With respect to the 2011 Tenant Improvements specifically mentioned above, Section 24. TENANT IMPROVEMENTS, and LANDLORD'S WORK LETTER of the existing Lease shall

not apply, and the following provisions of this Section 2 shall govern the completion of such work and the payment of the costs thereof.

Landlord shall cause Legacy Partners CDS, Inc. ("**Contractor**") to complete the 2011 Tenant Improvements (defined above) in accordance with applicable law and the specifications more particularly shown in the Preliminary Plan set forth on Exhibit "A" and the TI Specifications set forth on Exhibit "A-1" attached hereto (collectively, the "**Final Plans**"). Tenant acknowledges that Contractor is a separate and independent entity from Landlord, and Tenant agrees to look solely to Contractor with respect to the completion of the 2011 Tenant Improvements. Contractor shall cause an industry standard construction warranty to be issued with respect to the 2011 Tenant Improvements, and Landlord will enforce such warranty on Tenant's behalf and will assign such warranty to Tenant upon Tenant's request.

Following the Completion Date (defined below), Tenant shall pay to Landlord upon submission of an invoice reflecting the actual costs of the 2011 Tenant Improvements (the "**Tenant Improvement Costs**"), including, without limitation, contractor fees, project management fees, architectural, engineering and soft costs associated with the 2011 Tenant Improvements (permit fees and design costs), legal fees incurred by Landlord to complete this Amendment, and costs incurred in connection with any change orders from the Final Plans as may be agreed upon by Landlord and Tenant in writing.

As referenced herein, the "**Completion Date**" shall be the date upon which the 2011 Tenant Improvements have been completed by Contractor and the Building Inspector from the City of Santa Fe Springs issues a final sign-off on the inspection card or official inspection document related to the 2011 Tenant Improvements. Following the Completion Date, Landlord shall deliver to Tenant a detailed breakdown of the total costs of constructing the 2011 Tenant Improvements, including invoices evidencing such costs. In addition, Landlord and Tenant shall execute and deliver a memorandum confirming such costs in the form attached hereto as Exhibit "B" (Memorandum of Tenant Improvement Costs) and incorporated herein by this reference.

Tenant shall have the right to review such cost breakdown, invoices and Memorandum of Tenant Improvement Costs and shall notify Landlord in writing within ten (10) business days following receipt thereof if Tenant objects to any such costs. Notwithstanding the foregoing, or anything to the contrary herein, Tenant shall have no right to object the Tenant Improvement Costs so long as they do not exceed the sum of \$180,000, plus any additional costs set forth in change orders approved by Tenant in writing prior to the performance of the work described in the approved change order (collectively, the "**Approved Costs**"). If and to the extent the Tenant Improvements Costs presented to Tenant for approval exceed the Approved Costs, and Tenant timely enters a objection to the cost in excess of the Approved Costs, then upon Landlord's receipt of any such objection, Landlord and Tenant shall promptly meet and work together to resolve the objections and Tenant shall pay the entire undisputed amount of the 2011 Tenant Improvement Costs within the 10 business day period. If the parties are thereafter unable to resolve any dispute relating to the remainder of such costs, the matter shall be submitted to arbitration, pursuant to the then prevailing rules of the American Arbitration Association; each party shall select an arbitrator and the two (2) arbitrators shall select a third arbitrator who shall determine whether the cost(s) in dispute are reasonable. If the excess cost(s) in dispute are determined to be more than twenty-five percent (25%) less than the amount of excess costs set forth on the invoice provided by Landlord, then Landlord shall pay for the costs of arbitration; otherwise, the costs shall be split equally between the parties. The

sole matter of consideration in any such arbitration will be whether the costs in excess of the amount of Approved Costs were properly charged to Tenant.

(a) Tenant Improvement Process. Landlord within ten (10) days after receipt of a duly executed copy of this Amendment No. 1 shall promptly prepare or cause its architect to prepare the working drawings covering the 2011 Tenant Improvements (the "**Working Drawings**"), which are to be prepared in accordance with the Final Plans. Upon completion thereof, Landlord shall provide to Tenant for review the final proposed Working Drawings and Tenant shall review and approve (or disapprove) the Working Drawings within five (5) business days after receipt thereof (and if Tenant disapproves, Tenant shall provide Landlord with a detailed explanation as to Tenant's specific objections) and further provided Tenant shall not unreasonably withhold its approval.

Landlord shall cause Contractor to complete the 2011 Tenant Improvements in a manner substantially consistent with the quality, value and workmanship as the remainder of the Building, and in compliance with all applicable City, County, State and Federal building codes, regulations and ordinances.

All work, construction and materials shall be reflected in the final Working Drawings. All circuit breakers, fire sprinklers, and plumbing shut off valves shall be labeled as to areas controlled both on the Working Drawings and on the breaker panels and valves. Within thirty (30) days following the Completion Date, Landlord shall furnish Tenant with one (1) complete set of reproducible as-built drawings of the 2011 Tenant Improvements in AutoCad format.

(b) Completion. The parties agree that the estimated time for completion of the 2011 Tenant Improvements is 120 days from the date of issuance of the building permit(s) therefor (the "**Estimated Completion Date**"). Landlord within ten (10) days following final mutual approval of the Working Drawings shall diligently proceed to obtain the permit(s) as soon as reasonably possible.

(c) Construction Delays. Completion of the 2011 Tenant Improvements may be delayed by the following ("**Force Majeure Events**"):

1. Any act of God or other event which Landlord could not have reasonably foreseen and provided for which is outside of Landlord's reasonable control, or
2. Any strikes, boycotts or like obstructive acts by employees or labor organizations which Landlord cannot overcome with reasonable effort and could not reasonably have foreseen and provided for, or
3. Any war or declaration of a state of national emergency, or
4. The imposition by government action or authority of restrictions upon the procurement of labor or materials necessary for the completion of the 2011 Tenant Improvements.

(d) Tenant Remedies. If Landlord fails to obtain the building permit for the 2011 Tenant Improvements within a reasonable time, taking all factors into consideration, or if the

2011 Tenant Improvements have not been completed within ninety (90) days from the Estimated Completion Date, which period shall be extended for the duration of a Force Majeure Event and Tenant delays, Tenant may, at its option, upon thirty (30) days written notice to Landlord, assume the responsibility for performing the 2011 Tenant Improvements itself. If Tenant elects to perform the 2011 Tenant Improvements, then Tenant, its officers, employees, agents, contractors, subcontractors and assignees, shall have free access to the Premises at all reasonable times for the purpose of performing the 2011 Tenant Improvements and for any other purposes related thereto.

3. All undefined terms when used herein shall have the same respective meanings as are given under the Lease as amended unless expressly provided otherwise in this Amendment No. 1.

4. Each of the signatories for Landlord and Tenant each personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein and each agrees to indemnify and hold harmless the other party from all damages, costs, and expenses, which result from a breach of this representation.

5. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of Lease No. 74718 and/or any prior amendment thereto, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions of the Lease as amended shall remain in full force and effect.

6. Tenant confirms that (i) it has accepted the Premises and will continue to occupy such space "AS-IS", (ii) the Premises are suited for the use intended by Tenant, and (iii) the Premises are in good and satisfactory condition. Except as set forth in the Lease or this Amendment, Landlord shall have no obligation whatsoever to construct leasehold improvements for Tenant or to repair or refurbish any portion of the Premises. Neither Landlord nor its agents or representatives have made any representations or promises with respect to the Building or the Premises. Tenant understands that the 2011 Tenant Improvements will be performed during Tenant's occupancy and use of the Premises, and may result in inconvenience to Tenant (including noise, vibration and displacement from portions of the Premises from time to time). Tenant will fully cooperate with Landlord's efforts to efficiently complete the 2011 Tenant Improvements. Landlord will make reasonable efforts to minimize the inconvenience and disturbance caused by the 2011 Tenant Improvements, but is not responsible for business interruption or damage to property which results from the 2011 Tenant Improvements. Tenant shall also be responsible to pay for additional costs incurred by Landlord if Tenant requests or requires that any of the 2011 Tenant Improvements be done during other than Normal Working Hours or if Tenant requests or requires that Landlord delay any portion(s) of the 2011 Tenant Improvements.

7. The Lease, except as amended hereby, remains unamended, and, as amended hereby, remains in full force and effect. Tenant confirms that no default exists under the Lease. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, and all of which, together, shall constitute one document. Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option to lease, and it is not effective as an amendment to lease or otherwise unless and until the Landlord has executed and delivered this Amendment and Landlord's lender holding a lien with respect to the Building has approved this Amendment and the terms and conditions hereof. The mailing, delivery or negotiation of this Amendment by Landlord shall not be deemed an offer by

the Landlord to enter into any settlement or other relationship, whether on the terms contained in the Lease, as amended hereby, or on any other terms. This Amendment shall not be binding upon the Landlord or its agents, nor shall the Landlord or its agents have any obligations or liabilities with respect thereto until execution and delivery of this Amendment by Landlord and Tenant, and approval by Landlord's lender. Until such full execution and delivery of this Amendment, Landlord reserves the right to terminate all negotiations and discussions of the subject matter hereof, without any cause and for any reason, without recourse or liability.

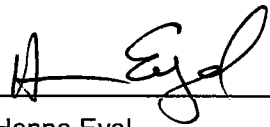
IN WITNESS WHEREOF, the Landlord has executed this Amendment No. 1 or caused it to be duly executed, and the County of Los Angeles by order of its Board of Supervisors, has caused this Amendment No. 1 to be executed on its behalf by the Mayor of said Board and attested to by the Clerk thereof the day, month, and year first above written.

"Landlord":

LEGACY PARTNERS II SANTA FE SPRINGS, LLC,
a Delaware limited liability company,
Owner

By: Legacy Partners Commercial, L.P.,
a California limited partnership,
as Property Manager and Agent for Owner

By: Legacy Partners Commercial, Inc.,
General Partner

By: 
Hanna Eyal
Its: Senior Vice President
DRE# 01178811
BL DRE# 01464134

"Tenant":

COUNTY OF LOS ANGELES

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

ATTEST:
Sachi A Hamai
Executive Officer-Clerk
of the Board of Supervisors

By _____

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

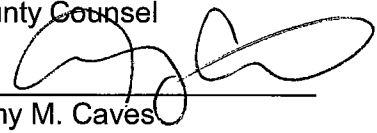
By: 
Amy M. Caves
Senior Deputy

EXHIBIT A PRELIMINARY PLAN

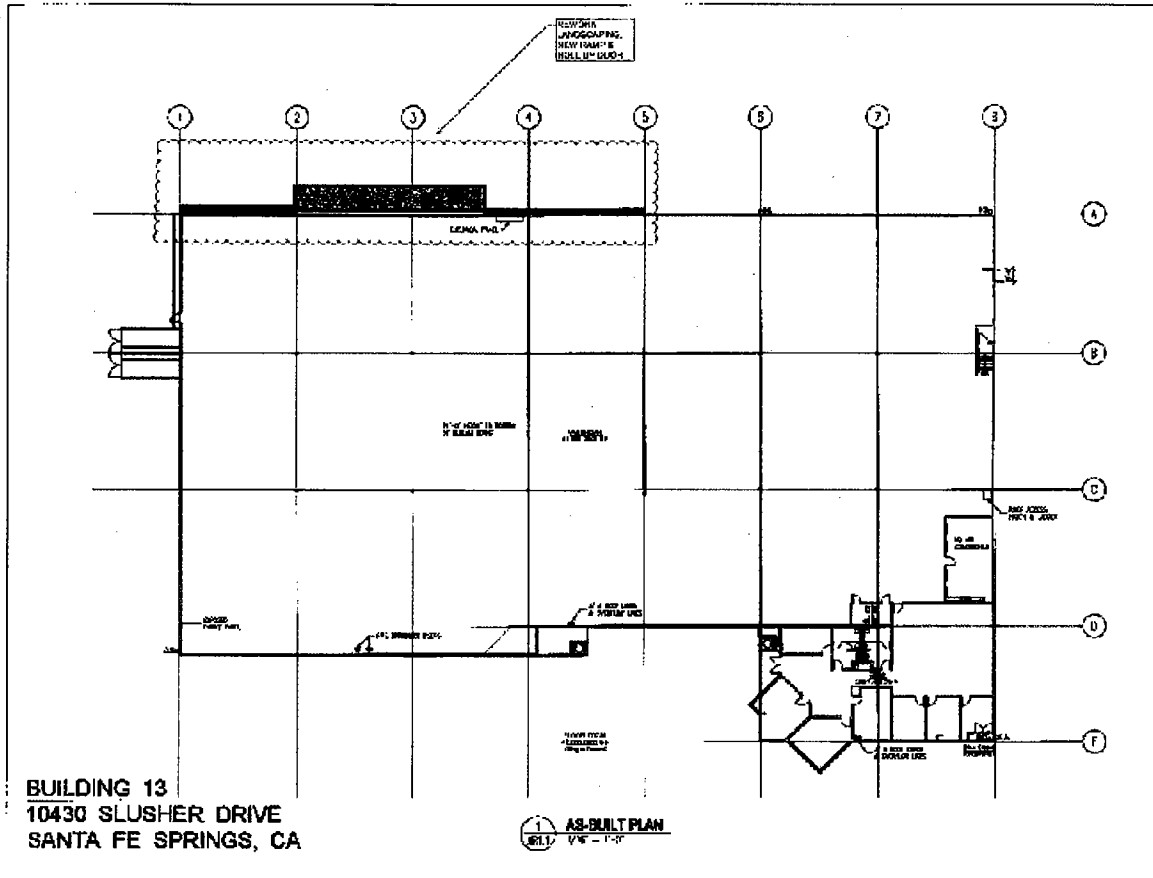


EXHIBIT A-1
2011 TENANT IMPROVEMENTS SPECIFICATIONS



Investment
Management

March 9, 2010

Asset
Management

Kay Fruhwirth
County of LA - Emergency Medical Services Agency
10100 Pioneer Blvd, Suite 200
Santa Fe Springs, CA 90670

Acquisitions &
Development

Property
Management

Re: Proposal for Installment of Roll Up Door at Building 13 (10430 Slusher Drive, Santa Fe Springs, CA 90670)

Marketing
Services

Dear Kay:

Disposition
Services

Thank you for taking the time approaching landlord and collecting price quotes for the above project.

Design Services

In accordance with the Lease, we are sending this approval letter to memorialize your request for the attached scope of work. Please note that construction cannot commence until payment has been received by Legacy Partners. Attached is a breakdown summary of the Cost Proposal for your TIs.

Construction
Management

Please call me with any questions or concerns regarding this matter at (562) 946-4370.

Sincerely,
As Agent for Owner

Mary Reyes - Vivar
Property Manager
Heritage Corporate Center

Enclosures

Cc: John Ospital
Charles McClure
Tenant File

12016 Telegraph Road, Suite 203, Santa Fe Springs, CA 90670

Legacy Partners • T: 562.946.4370 F: 562.941.1597

www.legacypartners.com

Prepared By: Renato Graclan

Property Name: Heritage Corp Center

Property Address: Building 13

Job Name: Roll up door 35x15 opening

Date: 12.03.09

GC BID SUM CA, CO
CDS RUN JOB

Rentable Area:

0



COSTS BASED ON DRAWINGS PREPARED BY:

Preliminary pricing plans

	CM Estimate		Actual Bid		Variance		Contract Amount	
Demolition & Sitework	\$6,750	#DIV/0!	\$0	#DIV/0!	\$6,750	#DIV/0!	\$0	#DIV/0!
Concrete	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Masonry	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Steel	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Carpentry & Millwork	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Thermal & Moisture Protection	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Doors & Windows	\$66,294	#DIV/0!	\$0	#DIV/0!	\$66,294	#DIV/0!	\$0	#DIV/0!
Drywall	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Flooring, tile & carpet	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Acoustic Ceiling	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Stone Finishes	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Painting	\$800	#DIV/0!	\$0	#DIV/0!	\$800	#DIV/0!	\$0	#DIV/0!
Specialties	\$800	#DIV/0!	\$0	#DIV/0!	\$800	#DIV/0!	\$0	#DIV/0!
Elevators	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Fire Sprinkler	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Plumbing	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
HVAC	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
Electrical	\$2,100	#DIV/0!	\$0	#DIV/0!	\$2,100	#DIV/0!	\$0	#DIV/0!
Fire Alarm	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
SUBTOTAL	\$76,544	#DIV/0!	\$0	#DIV/0!	\$76,544	#DIV/0!	\$0	#DIV/0!
Cleaning (Progress & Final)	1%		\$765	#DIV/0!	\$765	#DIV/0!	\$0	#DIV/0!
General Conditions	7%		\$5,358	#DIV/0!	\$5,358	#DIV/0!	\$0	#DIV/0!
Profit & Overhead	8%		\$6,124	#DIV/0!	\$6,124	#DIV/0!	\$0	#DIV/0!
SUBTOTAL BASE CONSTRUCTION COST:			\$88,791	#DIV/0!	\$88,791	#DIV/0!	\$0	#DIV/0!
Contingency	10%		\$8,879	#DIV/0!	\$8,879	#DIV/0!	\$0	#DIV/0!
CM Fee	0%		\$0	#DIV/0!	\$0	#DIV/0!	\$0	#DIV/0!
TOTAL CONSTRUCTION COSTS:			\$97,670	#DIV/0!	\$97,670	#DIV/0!	\$0	#DIV/0!

DESIGN & PERMITS	DESIGN FEES CONFIRMED?	(Project Manager's Initials)
DESIGN COST PROPOSAL	10%	\$2,500
STRUCTURAL ENGINEERING	0%	\$10,000
SPECIAL INSPECTION ALLOWANCE	0%	\$0
REIMBURSABLE ALLOWANCE	1%	\$888
PERMIT ALLOWANCES	2%	\$1,776
DESIGN ON ALTERNATES	10%	\$0
DESIGN ON CHANGE ORDERS	10%	\$0
TOTAL SOFT COSTS:		\$15,164

MISCELLANEOUS COSTS (Signage, keys, engineering time, etc.)	MISC BUILDING COST CONFIRMED?	(Project Manager's Initials)
TOTAL MISCELLANEOUS COSTS:		\$0

ALTERNATES
Alt. #1
Alt. #2
SUBTOTAL ALTS:
Cleaning/General Conditions / Profit & Overhead
SUBTOTAL ALTERNATES COST:
Contingency
LEGACY'S CM FEE
TOTAL ALTERNATES & FEES:

CHANGE ORDERS:
CO #1
CO #2
SUBTOTAL CHANGE ORDERS & ALTS:
FEE ON CHANGE ORDERS:
TOTAL CHANGE ORDERS & FEES:

TOTAL PROJECT COSTS:
SUBTOTAL CONST., ALTS & C/Os COST:
SUBTOTAL DESIGN:
SUBTOTAL MISC:
TOTAL CONSTRUCTION

CODING	ProForma/ Annual Bus. Plan	Actual Bid	Variance	Tenant Costs	Project Variance
Market Ready	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
Tenant Improvements	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
Capital Improvements (Land)	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
Capital Improvements (Building)	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
Capital Expenditures (Land)	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
Capital Expenditures (Building)	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
Furniture & Artwork	#DIV/0!	#DIV/0!	\$0	#DIV/0!	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0

SCHEDULE

Start Date:

Completion Date:

APPROVAL'S	Route To Susy Valle after RVP or MO approves for Scanning into the S-Drive
Initials	Print or Type Name
Construction Manager	
RVP	
*Market Officer (Insert NA if signature isn't needed)	
*Market Officer only signs if final costs exceeds Budget by 5%, or if a TURN KEY TI exceeds approved Lease Summary, by >5%.	
*Market Officer does not sign for TI's-Allowance when tenant is paying cost overage; or for TURN-KEY within approved Lease Summary, or for all other jobs if they are within 5% variance threshold.	

PRIOR TO SIGNING, THE FOLLOWING BACK-UP MUST BE INCLUDED:

Common Area: Common Area Estimate/Recent Budget

Cap Ex: Redbook/Recent Budget

Market Ready: Argus/Recent Budget

TI: Argus/Lease Summary/Recent Budget

#DIV/0!

Notes/Comments/Specific Instructions for Construction Acctg:

AC Job#



State License # 272762

Commercial Door Company, Inc.

1374 E. Ninth Street - Pomona, CA 91766
Telephone: (909) 622-6400 - Fax: (909) 622-1463

Proposal & Contract No.: POM008716

Date: April 23, 2010

Submitted To:

Company: LEGACY PARTNERS
Address: _____
City: _____
State: _____ Zip: _____
Name: RENATO GRACIAN
Office: (619) 230-8881 x
Fax: _____ Cell: (949) 280-9351

Jobsite:

Company: LA COUNTY EMERGENCY ROLL UP DOOR
Address: _____
City: SANTA FE SPRINGS
Contact: _____
Job Phone: _____
Cell: _____
E-Mail: rgracian@legacypartners.com

We hereby submit the following proposal:

FURNISH AND INSTALL (1) 35'0" X 15'0" COOKSON ROLL UP SERVICE DOOR, 18 GAUGE, GALVANIZED STEEL, #4 SLAT, GRAY FINAL COTE, GH300 MOTOR OPERATOR, MILLER EDGE SAFETY EDGE, TAKE UP REEL, OPEN/CLOSE/STOP CONTROL STATION. MOUNTING TO CONCRETE TILT UP CONSTRUCTION; OPENING AND STRUCTURAL STEEL SUPPORTS BY OTHERS.

NOTES:

1. Price is subject to job site inspection.
2. Price is per quantities, sizes and specifications as listed above only.
3. Price does not include Labor and Material Bond or Faithful Performance Bond.
4. Price does not include cost of obtaining permits or permit fees.
5. Price is per NON-prevailing wage rates.
6. Power Distribution, motor operator hook up and field wiring of control & safety devices are not included in this proposal and to be provided by others. Price for this service can be provided upon request.
7. Price does not include structural tubing supports but can be provided upon request.
8. Job is quoted using best interpretation and understanding of door description for this application.

Thank you for allowing us to bid on this project.

NOTES:

- *Prices are based on non-prevailing wage work performed Monday thru Friday 7:30 a.m. to 4:00 p.m., unless otherwise specified.
- *Commercial Door is fully insured however, special insurance requests are subject to an additional charge.

Terms:

We hereby propose to furnish **Materials Only X Labor and Material** - complete in accordance with the above specifications FOR THE SUM OF : \$28,000.00

Payment to be made as follows: **Net 15 Net 30 COD X TBD Other:** _____

For Commercial Door by: THOMAS GOODWIN

Note: This proposal is good for 90 days.

Acceptance & Authorization

Commercial Door agrees to furnish necessary labor, materials and tools to complete all contracted work to professional standards. Permits, electrical wiring, hook up for electrical operators and finish painting are not included unless specifically noted in this contract. Excludes any hidden damage due to concrete cutting. Delays in commencement or completion of work beyond our control will be billed at the applicable hourly rate. This contract constitutes the full agreement between Commercial Door and the customer. Any changes or additions to this contract must be in writing and signed by both parties. Alterations or changes to work specified in this contract that involve extra costs for labor or materials will require written authorization from the customer and will become additional charges to the contracted amount. In the event of litigation, the customer agrees to pay for all attorney's fees and court costs incurred by Commercial Door to enforce the terms of this contracts and it addendums.

Acceptance of Proposal: The above prices and specifications are satisfactory and hereby accepted. You are authorized as specified. Payment will be made as outlined above.

Date of Acceptance

P.O. Number

x Signature

EXHIBIT A-1
TENANT IMPROVEMENTS SPECIFICATIONS

Service 1ST Lighting
Electrical • Repair • Maintenance

January 20, 2010

Emergency Medical Services Agency
10430 Slusher Drive
Santa Fe Springs, CA 90670

Attn: John Ospital

Re: Mobile Medical System Hospital and Support Trailer Electrical Installation Recommendations

Dear John,

Per your request, I have completed the engineering of the electrical installation for the Mobile Hospital and Support Trailer power requirements.

We were extremely happy to confirm that the buildings current existing electrical system will support the high demand power requirements of both the Hospital, as well as the Support Trailer. I have also included additional scopes of work for your review. Please note the following recommendations.

Scope of Work 1:

Mobile Hospital:

Install (1) 100KVA 480V to 208V three phase step down transformer directly next to the existing switch gear at the warehouse south wall. Install all conduit and wire from the main service to the new transformer. Utilize (1) customer supplied circuit breaker. Install a total of 258' of 3" EMT conduit as needed. Install (1) 400-amp disconnect onto the existing warehouse structure pole. Pull all wire as needed to supply a 400-amp three phase 120/208V power source to the Mobile Hospital. Complete all wire connections as needed. Install all hardware and receptacles as needed.

1 | Page

2681 Dow Avenue, Suite A • Tustin, California 92780 • (714) 508-0210 • FAX (714) 508-7481 • www.service1stlighting.com • Lic. #877805

EXHIBIT A-1
TENANT IMPROVEMENTS SPECIFICATIONS

Service 1ST Lighting
Electrical • Repair • Maintenance

Support Trailer:

Install a 120/240 volt single phase four wire 50-amp power source to operate the support trailer. Utilize existing conduit with the exception of 80' which will require new conduit and wire to supply power to the correct location. Install (1) 50-amp disconnect with receptacles as needed. Install all wire as needed.

**Includes all high reach equipment.*

**All City permits/City fees will be invoiced separately at cost.*

I recommend a not to exceed cost of \$500.00 which I have figured into my price below. In the event the fees are below \$500.00, I will adjust my invoice accordingly.

Materials and Labor:

1	100KVA Transformer 480V to 120/208V Pad Mount	\$ 3,496.68
1	400-Amp Disconnect 600V-4SN	\$ 1,598.00
1	Misc., Conduit, Wire, J-Boxes, Hardware, Fittings, Enclosures, Connectors, Receptacles, Mounts and Fuses	\$12,965.00
	Labor	\$ 8,288.00
	Total	\$26,347.68

Scope of Work 2:

Install all conduit and wire as needed to install a switching system at the new proposed south wall roll up door to activate the warehouse lighting system. Install 300' of alarm cable to be supplied by the customer. Includes all conduit and wire as needed. Includes all high reach equipment.

**Total job cost is \$5,398.60 parts and labor.*

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**EXHIBIT A-1
TENANT IMPROVEMENTS SPECIFICATIONS**

Service 1ST Lighting
Electrical • Repair • Maintenance

Scope of Work 3:

Remove and re-route 50' of 1-1/2" EMT conduit at the proposed new roll up door location that is in the way. Complete all wire connections as needed.

**Total job cost is \$1,498.10 parts and labor.*

Scope of Work 4:

Install (1) interior light with a switch at the north wall pedestrian entrance way. Install all conduit and wire as needed.

**Total job cost is \$498.55 parts and labor.*

Scope of Work 5:

Install (1) 208V circuit with receptacle for the oxygen concentrator. Install all conduit and wire as needed. Install (1) 208-volt 30-amp power source for the new roll up door. Install all conduit and wire as needed.

**Total job cost is \$968.00 parts and labor.*

I believe the electrical system I have engineered, as well as the additional recommendations to be the most cost effective approach to insure the Mobile Medical System operates efficiently while transporting in and out of the facility.

Please review and feel free to contact me to answer any questions.

I appreciate the opportunity to be of service.

Sincerely,

Benny Olander
Lighting and Electrical Design Consultant

Approved

By: _____ Date: _____

Warranty: All required materials (lamps excluded) and labor are included under warranty for one year from the date of installation. Service 1st Lighting is not responsible for the condition or capacity of the existing electrical system, however will note any problems and submit information accordingly. All price quotes are good for 60 days. City permits (if required) are not included in the above quotation unless noted and will be invoiced separately at cost.

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2881 Dow Avenue, Suite A • Tustin, California 92780 • (714) 508-0210 • FAX (714) 508-7481 • www.service1stlighting.com • Lic. #877805

**EXHIBIT A-1
TENANT IMPROVEMENTS SPECIFICATIONS**



380 Bayside Drive, first floor
Long Beach, California 90803
Office (562) 412-0660
Fax (562) 684-0215
Email blewis@
High Density Inc.com

**L.A. County Dept of Health Services
Agreement Heavy Duty Pallet Rack Shelving Services**

Mr. John Ospital
Ms. Gail Dishman
L.A. County ISD-Facilities Operations Service
10430 Slusher Drive
Santa Fe Springs, California 90670

Dear Mr. Ospital and Ms. Dishman:

We are pleased you approve of our previous service and products.

Thank you for allowing High Density Inc. the opportunity to submit this quotation /proposal for additional pallet shelving. During the 2008 calendar year we have installed over \$400,000 to various County of Los Angeles Departments. in orders. We trust the products and service performed in your facilities have been satisfactory. Please confirm with ISD the satisfaction of other County of L.A. End users .

The delivery and installation can be within 5 weeks or less from receipt of purchase order. Applicable California Sales Tax will be added to final invoice. Installation will take place on regular business hours unless specified. Please feel free to call me anytime to discuss any issues pertaining to this project. The net pricing is reflective of the contract County has in place with us and which is the lowest price heavy duty storage can be purchased, and no bid process is required.

Sincerely,

Bob Lewis
Major Accounts Manager

EXHIBIT A-1 **TENANT IMPROVEMENTS SPECIFICATIONS**

PRICE QUOTATION (Agreement Pallet Shelving and Services)

Qty	Model #	Description	Finish	Unit Price	Ext Price
1	LOT	New Pallet Shelving and Installation Services Six new Units 42"x 18 feet High Plus parts for existing including one new up-right section, and (5) 8 foot beams <u>Additional Installation Services for HDI</u> <u>Products from our previous project</u> - Shelving disassembly of Existing (six) sections of pallet racks - Cutting off existing lag bolts at floor level - Rebuilding and placement of racks on floor space (approx 50 to 100 ft away) in same facility Dimensions - 42" wide - 3 X 3 open tubular frame - 8 X 8 flange, welded at the base - four bolt pattern - Height 216" / (18) '	Match existing	\$8,235.00	\$8,235.00
Total					\$8,235.00

Ordering Information

Purchase Order Address: High Density Inc.
380 Bayside Drive North, 1st floor
Long Beach, California 90803

Terms: net 30 Days
Warranty 30 Years per Agreement

EXHIBIT A-1 TENANT IMPROVEMENTS SPECIFICATIONS



Provider of  Products and Services
Confidential & Proprietary Information

Stanley Convergent Security Solutions, Inc.
6150 E. 75th Street Suite 125
Indianapolis, IN 46250
Phone (800) 233-6653

Proposal to Add Security & Relocation of CCTV

Name: EMERGENCY MEDICAL SERVICES AGENCY
Address: 10430 SLUSHER DRIVE

City: SANTA FE SPRINGS
State: CA
Zip: 90670

Stanley Rep: Paula Baker
Phone: 714/796-7531
Cell: 714/814-7179

Stanley to Provide

Qty	Description
2	SENTROL OH DOOR SWITCH
1	TWO ZONE EXPANDER
1	32 CHARACTER ALPHA DISPLAY Keypad
1	Wire / Plenum / Specialty
1	Misc hardware
1	Relocate two existing Cameras for new view of Overhead Door installation
1	Partitioned Area for Monitoring

Part Number
SR-2205AUL
4190SN
6160
Cable
Hardware

Customer to Provide

Investment Options

Stanley SecurityDirect

One-Time Installation Investment

\$1,700

This is a Proposal Summary Only - Not a Contract

EXHIBIT A-1 TENANT IMPROVEMENTS SPECIFICATIONS



1-800-698-6783

PROPOSAL

To	Site	Date
LA COUNTY EMERGENCY MEDICAL 10430 SLUSHER DRIVE SANTA FE SPRINGS, CA 90670	LA COUNTY EMERGENCY MEDICAL 10430 SLUSHER DRIVE SANTA FE SPRINGS, CA 90670	11/19/2009
Attn. JERRY CROW / JOHN OSPITAL		
Ref. # sq-150313	Phone (562) 941-5545 Fax	Job (562) 941-5545 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

Jerry / John,

Following is the revised proposal for the larger door. This price does not include plans, engineering or permits as I am still waiting on the engineer for his proposal. If plans, engineering and permits are done through your property management and the steel work needed is the same as the existing 24' x 13' door, the price given in this proposal will be finalized. Feel free to contact me with any questions you have.

Thank You,
Chris

We propose to furnish, deliver, and install the following subject to the terms noted below:

One (1) new **Industrial Duty Rolling Steel Door 35' x 15'** in your existing opening complete with the following benefits:

- o 18 Gauge Galvanized 3" grey steel flat slats
- o Finished with prime coats of baked on polyester paint
- o 20 psf windload
- o Oil tempered counterbalance springs for long lasting easy operation
- o New heavy duty guides for durability and security
- o New heavy duty bottom rail with electric Miller safety edge
- o Grey Hood/dust cover to conceal the door coil
- o 2 H.P. 460 Volt, gearhead operator

This includes adjustments to the tension, alignment of the door in the opening, lubrication of all points of friction, and our Quality Assurance & Safety Check to insure proper operation of the complete door system.

In addition to installing the door the following work will be completed

- o 35' x 15' hole will be saw cut into the east facing wall
- o Existing curb will be removed and 35' wide concrete ramp will be poured for door access
- o (2) 8" x 8" x 3/8" x 28' Structural steel posts will be anchored vertically on each side of the opening

☒ Customer to list days or hours Vortex cannot do the work:	
Terms: Proforma or ☒ Credit,	% on deposit 100 % Completion.
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Chris Wood (FUL)
Date	Date 11/19/2009

License No. #287893 - VORTEX INDUSTRIES, INC.

EXHIBIT A-1 TENANT IMPROVEMENTS SPECIFICATIONS



1-800-698-6783

PROPOSAL

To	Site	Date
LA COUNTY EMERGENCY MEDICAL 10430 SLUSHER DRIVE SANTA FE SPRINGS, CA 90670	LA COUNTY EMERGENCY MEDICAL 10430 SLUSHER DRIVE SANTA FE SPRINGS, CA 90670	11/19/2009
Attn. JERRY CROW / JOHN OSPITAL		
Ref. # sq-150313	Phone (562) 941-5545 Fax	Job (562) 941-5545 Phone

In accordance with the terms and conditions stated hereinafter, and on the following pages, we propose to provide the following doors and / or repair work (hereinafter referred to as the "Product") on the following terms.

- o 3/4" anchors spaced 4' apart on each side of both posts
- o (1) 2' x 39' I beam will span from post to post above the opening

FOR THE TOTAL NET SUM OF.....\$ 66,294.00

Proposal finalized pending review of engineering details

Please note this bid INCLUDES the following:

1. Vortex Exclusive five (5) year Limited Warranty.
2. Work to be scheduled during regular business hours (M-F 7:30a-4:30p) unless otherwise stated.
3. Removal and disposal of damaged material.

Please note this bid DOES NOT INCLUDE the following:

1. Any hidden conditions or damage.
2. Any finish paint.
3. Any item not called out above.
4. Plans, engineering, permits

Please fax or email signed proposal to: **FULSC@VortexDoors.com**
(714) 870-7600
(714) 870-7952 (Fax)

☒ Customer to list days or hours Vortex cannot do the work: _____	
Terms: Proforma or ☒ Credit,	% on deposit 100 % Completion.
This offer is good for 30 days. SIGNED COPY MUST BE RETURNED TO OUR OFFICE WITH DEPOSIT. Offer may be revoked by Vortex at any time prior to acceptance. Hidden or unanticipated damages and/or services not included in proposal. Proposal also does not include costs of prevailing wages, if required, unless specifically identified herein.	
NOTICE TO PROPERTY OWNER: If bills are not paid in full for the labor, services, equipment, or materials furnished or to be furnished, a mechanic's lien leading to the loss, through court foreclosure proceedings, of all or part of your property being so improved may be placed against the property even though you have paid your contractor in full. You may wish to protect yourself against this consequence by (1) requiring your contractor to furnish a signed release by the person or firm giving you this notice before making payment to your contractor or (2) any other method or device which is appropriate under the circumstances.	
Any questions concerning a contractor may be referred to the Registrar, Contractors' License Board, 3132 Bradshaw Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95862.	
IMPORTANT: See following pages for additional terms, including limitations of warranty and limitations of liability which are part of this proposal, and will constitute terms of your contract with Vortex. Customer is added to our General Liability policy as Additional Insured only when required by written contract with Customer.	
Accepted:	("Customer") VORTEX INDUSTRIES, INC. ("VORTEX")
By	By Chris Wood (FUL)
Date	Date 11/19/2009

License No. #227825 - VORTEX INDUSTRIES, INC.

EXHIBIT B

MEMORANDUM OF TENANT IMPROVEMENT COSTS

This Agreement is dated this _____ day of _____, 2011, for reference purposes only, by and between LEGACY PARTNERS II SANTA FE SPRINGS, LLC, a Delaware limited liability company, as Landlord and County of Los Angeles, as Tenant.

THE PARTIES HERETO HAVE ENTERED INTO A LEASE dated as of December 16, 2003, as amendment by Amendment No. 1 thereto (collectively, as amended, the "Lease") for the leasing of 45,290 rentable square feet of office/warehouse space located at 10430 Slusher Drive, Santa Fe Springs, California ("the Premises"). Landlord and Tenant hereby confirm the following:

A. The final total cost of the 2011 Tenant Improvements (as defined in Amendment No. 1) is _____ Dollars (\$_____), and the final Approved Costs of completing the 2011 Tenant Improvements (as defined in Amendment No. 1) is _____ Dollars (\$_____).

This is comprised of:

<u>Cost Item</u>	<u>Description</u>	<u>Actual Expenditures</u>
\$180,000		\$ _____
[add costs reflected in any fully approved Change Orders]		

Subject to and in accordance with the terms of Amendment No. 1 to the Lease, Tenant shall reimburse Landlord for the entire cost of completing the 2011 Tenant Improvements, subject to Tenant's right to object to costs in excess of Approved Costs. Accordingly, Tenant shall pay to Landlord the amount of \$_____ in a lump sum payment within ten (10) business days following execution and delivery hereof.

IN WITNESS WHEREOF, Landlord and Tenant have respectfully signed this Agreement.

"Landlord":

LEGACY PARTNERS II SANTA FE SPRINGS, LLC,
a Delaware limited liability company,
Owner

By: Legacy Partners Commercial, L.P.,
a California limited partnership,
as Property Manager and Agent for Owner

By: Legacy Partners Commercial, Inc.,
General Partner

By: _____
Debra Smith
Its: Chief Administrative Officer
DRE #00975555
BL DRE #01464134

"Tenant":

COUNTY OF LOS ANGELES

By: _____
WILLIAM L. DAWSON
Director of Real Estate

ATTACHMENT C

REQUEST FOR APPROPRIATION ADJUSTMENT

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S.
NO. 060

May 31, 2011

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2010-11

4 - VOTES

SOURCES

Rent Expense
A01-RE-86-8631-97000
Rents & Concessions
INCREASE REVENUE

USES

Rent Expense
A01-RE-2000-97000
Services & Supplies
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 180,000

USES TOTAL: \$ 180,000

JUSTIFICATION

Acceptance of settlement payment from the Federal Government to terminate its sublease with the County and authority to use these funds to renovate the space for use by the Department of Health Services.


AUTHORIZED SIGNATURE Michele Vercoutere, Manager, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

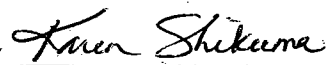
REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR --

☐ ACTION

☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY



B.A. NO.

185

April 27 20 11

☒ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY



April 28, 20 11

SEND 6 COPIES TO THE AUDITOR-CONTROLLER

DEPARTMENT OF HEALTH SERVICES
10430 SLUSHER DRIVE, SANTA FE SPRINGS
Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>		Yes	No	N/A
	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	X		
2.	<u>Capital</u>				
	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? ² Budget conditions do not support such a project at this time.		X	
3.	<u>Portfolio Management</u>				
	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. <u>X</u> No suitable County occupied properties in project area.			
		3. <u>X</u> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. <u>X</u> The Program is being co-located.			
	E	Is lease a full service lease? ² The landlord is unwilling to provide utility services.		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?					