



SACHI A. HAMA  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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

*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

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Third District

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Fourth District

KATHRYN BARGER  
Fifth District

December 20, 2016

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

Dear Supervisors:

# ADOPTED

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

18 December 20, 2016

LORI GLASGOW  
EXECUTIVE OFFICER

**LEASE AMENDMENT  
BOARD OF SUPERVISORS  
312 SOUTH HILL STREET, LOS ANGELES  
(FIRST DISTRICT)  
(3 VOTES)**

### SUBJECT

A seven-year lease amendment for the continued use of 9,782 square feet of office space, and 40 parking spaces for the Office of the Inspector General.

### **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease is categorically exempt from the provisions of the California Environmental Quality Act pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).
2. Approve and instruct the Chairman to sign the seven-year lease amendment with Grand Central Square Limited Partnership, for 9,782 square feet of office space, and 40 parking spaces at 312 South Hill Street, Los Angeles, for the Office of the Inspector General at an initial maximum annual rental cost of \$244,159. The rental costs are 100 percent net County cost.
3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the lease amendment, and authorize the Chief Executive Officer and the Executive Office of the Board of Supervisors, or their designees, to take actions necessary and appropriate to implement the lease amendment. The lease amendment will be effective upon approval by the Board of Supervisors.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Executive Office of the Board of Supervisors (BOS) has requested to continue operations within the existing office space and appurtenant parking to accommodate the Office of the Inspector General (OIG), support staff and OIG administration. The office building, situated above the Grand Central Market, is in close proximity to primary transportation routes as well as the Hall of Administration (Hall) and nearby courts. Because of the limited space within the Hall, space is needed to accommodate staff to conduct the administrative and operational aspects of the program.

The OIG is an oversight body of employment law attorneys and staff with expertise in conducting investigations, which was established to provide appropriate review of the actions of the Sheriff's Department and its jail facilities. The OIG is responsible for the independent and comprehensive oversight and monitoring of unlawful harassment, discrimination, retaliation, and other inappropriate conduct towards others based on various complaints, and the subsequent recommendations to the Supervisors and/or Department Heads concerning disposition, discipline, or policy. The OIG may have the need to meet in the proposed office space to conduct briefings on County investigations. The involved department representative or supervising chain of command within the subject department(s) may attend applicable briefings or investigatory meetings as necessary.

In January 2014, the OIG backfilled the facility after the Public Defender had vacated the space. The office space continues to meet the requirements for privacy and security and will remain in an "as is" condition. The office has the ability to house up to approximately 35-45 employees and provides the program and applicable staff one central location, with adjacent parking availability.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services and the Goal of Integrated Services Delivery (Goal 3) directs that we maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services. The proposed lease amendment supports these goals and is in conformance with the Asset Management Principles as further outlined in Attachment A.

## **FISCAL IMPACT/FINANCING**

The proposed lease amendment will provide OIG the uninterrupted use of 9,782 square feet of office space and 40 parking spaces at an initial annual rent of \$244,159, i.e., \$2.08/\$24.96 per square foot per month/annually.

This is a full-service lease whereby the Landlord is responsible for all operating costs associated with the County's occupancy. As with the existing lease, the rent is subject to an annual Consumer Price Index (CPI) increase of a minimum of 2 percent and maximum of 4 percent per annum. Parking is included in the rental rate. Attachment B is an overview of the proposed changes in the lease.

Sufficient funding for the proposed lease amendment costs is included in the Fiscal Year (FY) 2016-17 Rent Expense budget and will be billed back to the BOS. BOS has sufficient funding in its FY 2016-17 operating budget to cover the projected lease expense which is net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The lease amendment contains the following provisions:

- The lease amendment will be effective upon approval by the Board of Supervisors.
- A full-service gross lease amendment whereby the Landlord is responsible for operational and maintenance costs of the facility.
- A cancellation provision allowing the County to cancel any time after the 60th month upon 120 days prior written notice.
- Annual rental adjustments based upon CPI with a minimum increase of 2 percent and maximum of 4 percent per annum.
- One five-year option to renew the lease at the same terms and conditions.

The Chief Executive Office (CEO), Real Estate Division, conducted a survey within the service area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could suitably accommodate this space requirement. Based upon a review of available industry data, staff has established that the base rental range for similar space is between \$22 and \$60 per square foot on a full-service gross basis, excluding parking. Thus, the base annual rental rate of \$24.96 per square foot per year on a full-service gross basis, including parking, for the proposed lease amendment represents a rate within the market range for the area. Attachment C shows County-owned or leased facilities in the proximity of the service area and there are no suitable County-owned or leased facilities available for the program.

The proposed lease amendment will provide a central and appropriate location for the program which is consistent with the County's facility location policy, as adopted by the Board of Supervisors on July 24, 2012, and further outlined in Attachment D.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.

## **ENVIRONMENTAL DOCUMENTATION**

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

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The proposed lease amendment will provide the necessary office space for this County requirement. BOS concurs with the proposed recommendation.

## **CONCLUSION**

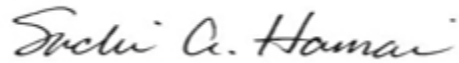
The Honorable Board of Supervisors

12/20/2016

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It is requested that the Executive Office, Board of Supervisors, return four originals of the executed lease amendment, 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,



SACHI A. HAMAI

Chief Executive Officer

SAH:DPH:CMM

TS:NCH:gw

Enclosures

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

**BOARD OF SUPERVISORS**  
**312 SOUTH HILL STREET, LOS ANGELES**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b>Occupancy</b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
	A	Does lease consolidate administrative functions? <sup>2</sup>			<b>X</b>
	B	Does lease co-locate with other functions to better serve clients? <sup>2</sup>		<b>X</b>	
	C	Does this lease centralize business support functions? <sup>2</sup>			<b>X</b>
	D	Does this lease meet the guideline of 200 sq. ft. of space per person? <sup>2</sup>		<b>X</b>	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	<b>X</b>		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	<b>X</b>		
<b>2.</b>	<b>Capital</b>				
	A	Is it a substantial net County cost (NCC) program? <b>100% funded by BOS/Executive Office per Board mandate.</b>	<b>X</b>		
	B	Is this a long term County program?	<b>X</b>		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
	D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
	F	Is Building Description Report attached as Attachment C?	<b>X</b>		
	G	Was build-to-suit or capital project considered?		<b>X</b>	
<b>3.</b>	<b>Portfolio Management</b>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
	B	Was the space need justified?	<b>X</b>		
	C	If a renewal lease, was co-location with other County departments considered?		<b>X</b>	
	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. <b>X</b> No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Programs are co-located.			
	E	Is lease a full service lease? <sup>2</sup>	<b>X</b>		
	F	Has growth projection been considered in space request?	<b>X</b>		
	G	Has the Dept. of Public Works completed seismic review/approval?	<b>X</b>		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					

**BOARD OF SUPERVISORS  
FISCAL IMPACT / FINANCING  
OVERVIEW OF LEASE CHANGES**

<b>312 South Hill Street, Los Angeles</b>	<b>Existing Lease</b>	<b>Proposed Amendment</b>	<b>Change</b>
Area (square feet)	9,782	9,782	None
Term	10 Years (2/15/2006-2/14/2016) currently on month-to- month holdover	7 years	+7 Years
Annual Base Rent	\$244,159 (\$24.96/sq. ft.)	\$244,159 (\$24.96/sq. ft.)	None
Cancellation	County after 4 <sup>th</sup> year with 60 days' notice	County after 5 <sup>th</sup> year with 120 days' notice	+ 1 year; + 60 days
Parking (included)	40 spaces	40 spaces	None
Option to Renew	No option	One 5-year option	+One 5-year option
Rental Adjustment	Based on CPI, minimum of 2% with 4% max	Annual CPI, minimum of 2% with 4% max	None

\*Lease comprised of 9,782 square feet of office space at rate of \$2.08psf per month.

ATTACHMENT C

**BOARD OF SUPERVISORS/OFFICE OF INSPECTOR GENERAL  
SPACE SEARCH CIVIC CENTER/SURROUNDING AREA**

Laco	Facility Name	Address	Gross SQFT	Net SQFT	Owner-ship	Available SQFT
C760	DPSS-EAST LA GROW EMPLOYMENT SERVICES CENTER	2200 N HUMBOLDT ST, LA 90031	23,655	17,554	LEASED	NONE
A424	DPSS-EQUITABLE PLAZA BUILDING	3435 WILSHIRE BLVD, LA 90010	65,872	62,578	LEASED	NONE
A578	AUDITOR - SHARED SERVICES INITIATIVE	3470 WILSHIRE BLVD, LA 90010	21,500	20,425	LEASED	NONE
X317	DCSS-LE SAGE COMPLEX 4 STORY BUILDING	3175 W 6TH ST, LA 90020	52,230	42,341	OWNED	NONE
A425	DCFS-HEADQUARTERS BUILDING	425 SHATTO PL, LA 90020	81,912	77,816	LEASED	NONE
Y193	PARKS & RECREATION-HEADQUARTERS BUILDING	433 S VERMONT AVE, LA 90020	31,862	21,777	OWNED	NONE
A369	DCFS-HEADQUARTERS ANNEX	501 SHATTO PL, LA 90020	17,751	15,976	LEASED	NONE
X510	PARKS & REC-LE SAGE COMPLEX 2 STORY BUILDING	510 S VERMONT AVE, LA 90020	31,540	24,835	OWNED	NONE
X550	MENTAL HEALTH-LE SAGE COMPLEX TOWER	550 S VERMONT AVE, LA 90020-1991	171,651	149,668	OWNED	NONE
B695	PH-IMMUNIZ&ENVIR HLTH/MENTAL HEALTH	695 S VERMONT AVE, LA 90010	14,730	13,257	LEASED	NONE
A600	CENTRAL CIVIL WEST COURTHOUSE	600 S COMMONWEALTH AVE, LA 90005	281,988	237,432	LEASED	NONE
A360	DPSS-METRO NORTH AP/ CALWORKS DISTRICT OFFICE	2601 WILSHIRE BLVD, LA 90057	62,000	60,140	LEASED	NONE
B922	DPSS-WILSHIRE SPECIAL DISTRICT OFFICE	2415 W 6TH ST, LA 90057	46,228	42,065	LEASED	NONE
6518	THE ADAMS & GRAND BUILDING	2615 S GRAND AVE, LA 90007	215,439	183,874	OWNED	NONE
5353	DPSS-METRO SPECIAL DISTRICT OFFICE	2707 S GRAND AVE, LA 90007	115,242	89,650	OWNED	NONE
5546	PH-CENTRAL PUBLIC HEALTH CENTER	241 N FIGUEROA ST, LA 90012	60,924	34,748	OWNED	NONE
3155	PERFORMING ARTS CTR-DE LISA BLDG/THE ANNEX	301 N GRAND AVE, LA 90012	27,582	17,978	OWNED	NONE
5456	HEALTH SERVICES ADMINISTRATION BUILDING	313 N FIGUEROA ST, LA 90012	221,359	134,851	OWNED	NONE
0181	KENNETH HAHN HALL OF ADMINISTRATION	500 W TEMPLE ST, LA 90012-2713	958,090	595,071	OWNED	NONE
A429	CEO-REAL ESTATE DIVISION/ SERVICE INTEGRATION	222 S HILL ST, LA 90012	30,905	27,158	LEASED	NONE
0156	HALL OF RECORDS	320 W TEMPLE ST, LA 90012	438,095	260,776	OWNED	NONE
Y013	DPSS-CIVIC CENTER DISTRICT/GROW CENTER OFFICE	813 E 4TH PL, LA 90013	39,956	25,158	OWNED	NONE
5979	CENTRAL ARRAIGNMENT COURTHOUSE	429 BAUCHET ST, LA 90012	83,692	46,440	OWNED	NONE
5260	CORONER-ADMINISTRATION / INVESTIGATIONS BLDG	1102 N MISSION RD, LA 90033	22,479	14,251	OWNED	NONE
A436	DPSS-EXPOSITION PARK FAMILY SERVICE CENTER	3833 S VERMONT AVE, LA 90037	127,511	110,500	LEASED	NONE
Y150	EXPOSITION PARK BUILDING & PARKING STRUCTURE	3965 S VERMONT AVE, LA 90037	66,484	55,228	OWNED	NONE
A627	COUNTY ADMIN OFFICES-WORLD TRADE CENTER	350 S FIGUEROA ST, LA 90071	64,768	62,142	LEASED	NONE
0101	DISTRICT ATTORNEY/SHERIFF-HALL OF JUSTICE	211 W TEMPLE ST, LA 90012	426,233	320,477	OWNED	NONE

## FACILITY LOCATION POLICY ANALYSIS

**Proposed lease renewal:** Lease amendment to extend the lease term seven years for the Board of Supervisors/Office of Inspector General (OIG) – 312 South Hill Street, Los Angeles – 1st District – County has cancellation right after five years.

A. **Establish Service Function Category** – Regional and local administrative function.

B. **Determination of the Service Area** –The proposed lease amendment will allow OIG to continue to provide administrative service functions for oversight of the Sheriff's Department and related regulatory services per the Board of Supervisors' mandate.

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

- Need for proximity to service area and population:  
N/A. Intake from outside clientele is minimal but centrally located.
- Need for proximity to existing County facilities: This location is within close proximity to the Hall of Administration which provides convenience and accessibility to staff.
- Need for proximity to Los Angeles Civic Center: The subject facility is located within close proximity to the civic center and can easily be accessed by automobile and is serviced by public transportation.
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local bus transit service.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: The leasehold is located in a historic office facility above the Grand Central Market.
- Availability and compatibility of existing buildings: There are no existing County buildings available to better meet the Department's service needs.



- Compatibility with local land use plans: The proposed use is consistent with the building's use, zoning, and not in conflict with the goals and policies of the City of Los Angeles. The Department of Public Works inspected the facility and found it suitable for County occupancy. Notification letters have been sent pursuant to Government Code Sections 25351 and 65402.
- Estimated acquisition/construction and ongoing operational costs: The initial annual rent is \$244,159 i.e., \$2.08 per square foot per month including 40 parking spaces. Rental costs for this program are 100 percent net County cost.

#### **D. Analyze results and identify location alternatives**

Based upon the space and service needs of OIG, staff surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

Based on available market data, staff has determined that the base rental range for similar space and terms is between \$22 and \$60 per square foot per year on a full-service gross basis, excluding parking. Therefore, the proposed annual rental rate of \$24.96 full-service gross, including parking, for the proposed lease amendment represents a rate within the market range for the area.

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

The renewal of the subject lease for OIG will provide adequate office space for their employees and efficient space for occasional on-site service to clients, as well as provide appropriate accommodations for staff performing administrative oversight functions. The proposed lease amendment is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The cost of comparable sites was higher per square foot and would require additional tenant improvements that would drive up the rent.

**AMENDMENT NO. 1 TO LEASE NO. 75432  
BOARD OF SUPERVISORS/EXECUTIVE OFFICE  
312 SOUTH HILL STREET, LOS ANGELES**

This AMENDMENT NO. 1 to LEASE NO. 75432 ("Amendment" or "Amendment No. 1") is made, entered and dated as of this 20th day of December, 2016, by and between Grand Central Square Limited Partnership, a California Limited Partnership ("Lessor") and the COUNTY OF LOS ANGELES, a body corporate and politic ("Lessee").

**RECITALS:**

WHEREAS, Lease No. 75432 (the "Lease") was executed by and between Lessor and Lessee on November 15, 2005, whereby Lessor leased to Lessee those certain premises containing approximately 9,782 rentable square feet of office space in a building located at 312 South Hill Street, Los Angeles ("Premises"), for a term of ten (10) years, and;

WHEREAS, Lessor and Lessee further desire to extend the Lease Term and amend the Lease under this Amendment No. 1 to Lease No. 75432 ("Amendment No.1"), and;

WHEREAS, the terms of this Amendment No. 1 shall not become effective until such time that said Amendment is executed by all the parties herein.

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants, promises, and conditions hereinafter contained, the parties hereby agree, effective upon approval of the lease Amendment No. 1 by the Board of Supervisors, to amend said Lease No. 75432 as follows:

1. **EXTENSION OF THE LEASE TERM:** Lessor and Lessee acknowledge that Lessee's lease of the Premises entered into a month-to-month tenancy as of February 15, 2016, pursuant to the Holdover provision of Paragraph 7 of the Lease. Notwithstanding anything to the contrary in the Lease, Paragraph 1.1(e) of the Lease is hereby amended to extend the Lease term for an additional seven (7) years commencing upon the full execution of this Amendment No. 1 ("Extension Commencement Date"). The period of time commencing on the Extension Commencement Date and terminating on the last day of the seventh year following the Commencement Date shall be referred to herein as (the "Extension Term").
2. **RENT:** Effective upon the Extension Commencement Date and for remainder of the Extension Term but not retroactively, Paragraph 5, RENT, of the Lease is hereby amended by insertion of the following provision:

Lessee agrees to pay as rent for the Premises during the Extension Term of Amendment No. 1, the sum of twenty thousand three-hundred forty-six and 56/100 dollars (\$20,346.56) per month, i.e., two dollars eight cents (\$2.08) per rentable square foot per month, for approximately 9,782 square feet of office space and forty

(40) parking spaces, payable in advance by Auditor's General Warrant. Rental payments shall be payable within fifteen (15) days after the first day of each and every month of the Extended Term, provided Lessor has caused a claim therefor for each such month to be filed with the Auditor-Controller of the County of Los Angeles prior to the first day of each month.

Beyond the first year of the Extended Term, the rental rate shall be adjusted as follows:

- (a) CPI. Commencing after the first anniversary of the Extension 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, Basic Rent shall be adjusted by applying the CPI Formula set forth below. The "Basic Index" shall be the Index published for the month the Lease commences.
- (b) CPI Formula. The "Index" means the Consumer Price Index ("CPI") 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 Basic 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 Basic Index. If the Index is changed so that the Index differs from that used as of the Extension Commencement Date, 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 Extension Term, 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:  
$$\frac{\text{New Index}}{\text{Basic Index}} \times \$20,346.56 \text{ (Basic Rent)}$$

= Monthly Basic Rent
- (d) Limitations on CPI Adjustment. In no event shall the monthly Basic Rent adjustment based upon the CPI Formula result in an annual increase greater than three percent (3%) per year of the Basic Rent.

In no event shall the monthly rent be adjusted by the CPI Formula to result in a lower monthly Basic Rent than was payable during the previous full calendar year.

- 3. **EARLY TERMINATION:** Effective on the Extension Commencement Date and for the remainder of the Extension Term, Paragraph 1.1(j), Early Termination Notice

Date, of the Lease is hereby amended by addition of the following provision:

During the Extension Term, Lessee shall have a continuous right to cancel this Lease with regard to the entire Premises or a portion thereof, at or any time after the fifth (5<sup>th</sup>) year of the Extension Term, by providing Lessor not less than One Hundred Twenty (120) days prior written notice by Chief Executive Office letter. Should the Lease be terminated with regard to a portion of the Premises, Basic Rent shall be adjusted proportionately on a rent per square foot basis.

**4. OPTION TO RENEW:**

(a) Terms of Option. Provided that no Material Default has occurred and is continuing under the Lease at the time the option is exercised, Tenant shall have one option to renew this Lease (the "Option") for an additional period of five (5) years (the "Extension Option Term").

(b) Exercise of Option. Tenant must exercise the Option to extend this Lease by giving Landlord written notice of its intent to do so by Chief Executive Office letter no later than 120 days prior to the end of the fifth (5<sup>th</sup>) year of the Extension Term. The actual exercise of the Option shall be only by the Board of Supervisors of the County of Los Angeles or by letter from the Chief Executive Office.

(c) Terms and Conditions of Extension Option Term. The Extension Option Term shall be on all the terms and conditions of this Lease, except that (i) no Base Tenant Improvement Allowance or Additional Tenant Improvement Allowance shall be due, (ii) Basic Rent for the Extension Option Term shall be the rate in effect during the last year of the Extension Term as adjusted in accordance with Article 5 of the Lease, (iii) upon each anniversary date of the commencement of the Extension Option Term, the rent then in effect will increase according to the terms of this Lease, and (iv) Lessee shall have the right to cancel the Lease or a portion thereof, at or any time after the third (3<sup>rd</sup>) year of the Extension Term, by providing Lessor not less than One Hundred Twenty (120) days prior written notice by Chief Executive Office letter. Should the Lease be terminated with regard to a portion of the Premises, Basic Rent shall be adjusted proportionately on a rent per square foot basis.

5. Lessor represents and warrants that the signatories for Lessor 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 Lessee from all damages, costs and expenses, which result from a breach of this representation.

6. In the event of a conflict between the terms and conditions of this Amendment No.1 and the terms and conditions of the Lease, this Amendment No. 1 shall prevail. All other terms and conditions of the Lease shall remain in full force and effect.

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

LESSOR

Grand Central Square Limited Partnership,  
a California Limited Partnership

By: METROPOLITAN PROPERTY  
ASSOCIATES, a California limited  
partnership, a General Partner

By: The Yellin Company,  
Its General Partner

Name: [Signature]

Title: General Partner



LESSEE

COUNTY OF LOS ANGELES  
a body politic and corporate

By

[Signature]

MARK RIDLEY-THOMAS  
Chairman, Board of Supervisors

ATTEST:

LORI GLASGOW  
Executive Officer-Clerk  
of the Board of Supervisors

By

[Signature]  
Deputy

I hereby certify that pursuant to  
Section 25103 of the Government Code,  
delivery of this document has been made.

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By

[Signature]  
Deputy

LORI GLASGOW  
Executive Officer  
Clerk of the Board of Supervisors

By

[Signature]  
Deputy

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

# 1 8

DEC 2 0 2016

[Signature]  
LORI GLASGOW  
EXECUTIVE OFFICER

75432  
Supplement No. 1