



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

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

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone: (626) 458-5100  
<http://dpw.lacounty.gov>

**GAIL FARBER, Director**

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

November 30, 2010

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

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

31 NOVEMBER 30, 2010

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

Dear Supervisors:

**FIRST AMENDMENT TO LEASE BETWEEN  
DESCANSANDO PARTNERS, LP AND THE COUNTY OF LOS ANGELES  
BUILDING & SAFETY OFFICE  
13523 A AND B TELEGRAPH ROAD  
UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

This action is to approve an amendment extending a lease of office space for the South Whittier Building & Safety office until January 31, 2013.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve the First Amendment to Lease between Descansando Partners, LP, as Lessor, and the County of Los Angeles, as Lessee, for the 3-year term effective February 1, 2010, and ending January 31, 2013, for 2,262 square feet of office space for the Department of Public Works' Building & Safety office located at 13523 A and B Telegraph Road, in the unincorporated County area of South Whittier.
2. Instruct the Chair of the Board of Supervisors to sign the First Amendment to Lease and authorize delivery to Descansando Partners, LP.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval from the County of Los Angeles (County) Board of Supervisors (Board) to amend the lease between Descansando Partners, LP

(Lessor) and the County (Lessee) to extend the term of the lease for the Building & Safety South Whittier office (Building & Safety) through January 31, 2013.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The First Amendment to Lease (Amendment) allows the County to continue to provide the public with access to quality information and services that are both beneficial and responsive.

### **FISCAL IMPACT/FINANCING**

There will be no impact to net County cost.

The monthly rent will remain at \$2,691.78 and there will be a janitorial services fee of \$452.40 per month, an increase of \$221.40 per month from the prior lease, for the term of the amended lease. The janitorial services fee was fixed in the prior lease with the landlord absorbing ongoing janitorial cost increases. The new lease reflects the current rate. The Lessor requested the term of the amended lease to begin on February 1, 2010. Total monthly lease payment costs will be \$3,144.18 for the term of the lease. All costs will be reimbursed from fees received from fees collected from plan checks and issuance of permits by Building and Safety.

Financing for the first year of the agreement is included in Fiscal Year 2010-11 of the Department of Public Works (Public Works) General Fund Budget. Funds to finance the remaining contract term will be requested through the annual budget process.

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

On January 30, 2007, your Board approved a Lease Agreement between Descansando Partners, LP and the County for Building & Safety office space at 13523 A and B Telegraph Road, in the unincorporated County area of South Whittier. The term of the agreement was for a three-year period with a holdover clause directing that tenancy continue on a month-to-month basis if good faith extension negotiations between the parties continued at the end of the original term. Descansando Partners, LP requests continuity in the lease for the term to begin on February 1, 2010. The major terms of rent and janitorial services were agreed upon quickly. However, there were smaller issues that prevented us from finalizing the terms prior to the expiration of the lease. This action is authorized by Section 25350.51 of the California Government Code. The Amendment has been reviewed and approved by County Counsel as to form.

### **ENVIRONMENTAL DOCUMENTATION**

On January 30, 2007, Item 39, your Board found this project to be categorically exempt from the provisions of the California Environmental Quality Act.

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

Approval of the Amendment will allow Public Works to continue providing services to the neighboring communities.

**CONCLUSION**

Enclosed are two originals of the Amendment for the Chair of the Board to sign and the Executive Officer of the Board to acknowledge. Please return one executed original and one adopted copy of this letter to Public Works, Survey/Mapping & Property Management Division, and retain one for your files.

Respectfully submitted,

A handwritten signature in cursive script that reads "Gail Farber".

GAIL FARBER  
Director

GF:SGS:mr

Enclosures

c: Auditor-Controller (Accounting Division - Asset  
Management)  
Chief Executive Office  
County Counsel  
Executive Office

FIRST AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE (Amendment) is entered into as of this 31st day of January, 2010, by and between Descansando Partners, LP, as Lessor (LESSOR) and County of Los Angeles, a body corporate and politic, as Lessee (LESSEE).

RECITALS

WHEREAS, LESSOR and LESSEE entered into that Lease Agreement No. 76006, dated January 30, 2007, with regard to those certain premises known as 13523 A and B Telegraph Road, Whittier, California.

WHEREAS, the Lease Agreement No. 76006 together with any and all other further amendments, supplements, options, and/or addendums thereto are hereinafter collectively referred to as the "Lease"; and

WHEREAS, LESSEE admits that it has no claim, demand, offset, and cause of action or defense against LESSOR relating to any term, covenant or condition required to be performed by LESSOR under the terms of the Lease.

WHEREAS, the parties hereby desire to amend the Lease in the manner set forth below:

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Term is hereby amended to begin on February 1, 2010, and shall end on January 31, 2013.

2. The Rent shall be \$2,691.78 per month for the term of the Lease. The monthly square foot rent is \$1.19/square foot and the rent is determined as follows:

\$1.19 x 2,262 sq. ft. = \$2,691.78

3. The LESSEE agrees to pay \$452.40 per month for janitorial services.

The monthly janitorial service rate is \$0.20/sq. ft. and is determined as follows:

\$0.20 x 2,262 sq. ft. = \$452.40

4. The total monthly rent payments to LESSOR shall be as follows:

\$2,691.78 + \$452.40 = \$3,144.18 per month.

5. LESSEE shall have the right to cancel this Lease at anytime by giving thirty (30) days' notice.

All other terms and conditions of the Lease remain in full force and effect.

This Amendment may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

This Amendment shall not become effective until this Amendment is executed by LESSOR and delivered to LESSEE. No employee or agent of LESSOR or any person with whom LESSEE may have negotiated this Lease and Amendment has any authority to modify the terms hereof or to make any agreements, representations or promises unless the same are contained herein or added hereto in writing.

*The preparation and submission of a draft of this Amendment to Lease by either party to the other shall not constitute an offer, nor shall either party be bound to any terms of this Amendment to Lease or the entirety of the Amendment to Lease itself until both parties have signed a final document and an original document signed by both parties has been received by each party. Until such time, the parties are bound as described.*

IN WITNESS WHEREOF, the parties have executed this amendment as of the date first above written.

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN  
County Counsel

By *Andrea Sheridan Ordain*

DESCANSANDO PARTNERS, LP  
as LESSOR

By *[Signature]*  
Its General Partner -  
Casi Descansando, LLC  
Lawrence Bradley Kaplan, Manager

Date 1-20-10



(COUNTY - SEAL)

ATTEST

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors of the  
County of Los Angeles

By *[Signature]*

MB:mr  
P2:FIRSTLEASE

COUNTY OF LOS ANGELES,  
a body corporate and politic, as LESSEE

By *[Signature]*  
Chair, Board of Supervisors

Date November 30, 2010

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

**31** NOV 30 2010

*Sachi A. Hamai*  
SACHI A. HAMA  
EXECUTIVE OFFICER

I hereby certify that pursuant to  
Section 26103 of the Government Code,  
delivery of this document has been made.

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

By *[Signature]*  
Deputy

76006 SUPPLEMENT 1

STATE OF CALIFORNIA            )  
  ) ss.  
COUNTY OF LOS ANGELES    )

On January 6, 1987, the Board of Supervisors for the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 30<sup>th</sup> day of November, 2010, the facsimile signature of GLORIA MOLINA, Chair of the Board of Supervisors of the COUNTY OF LOS ANGELES was affixed hereto as the official execution of this document. The undersigned further certifies that on this date, a copy of the document was delivered to the Chair of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.



(COUNTY-SEAL)

SACHI A. HAMAI, Executive Officer  
of the Board of Supervisors  
of the County of Los Angeles

By *[Signature]*  
Deputy

APPROVED AS TO FORM

ANDREA SHERIDAN ORDIN  
County Counsel

By *[Signature]*  
Deputy

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA )  
COUNTY OF Orange ) ss.

On April 13, 2010, before me, Janice Lynn Morris, Notary Public,  
(insert name of the officer) (insert title of the officer)

personally appeared Lawrence Bradley Kaplan  
(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Janice Lynn Morris



NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

ACKNOWLEDGMENT FORM  
(FOR COUNTY USE ONLY)

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On \_\_\_\_\_, before me, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared \_\_\_\_\_

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DEAN C. LOGAN, Registrar-Recorder/  
County Clerk of the County of Los Angeles

By \_\_\_\_\_  
Deputy County Clerk

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

By \_\_\_\_\_  
ASSISTANT DEPUTY DIRECTOR  
Survey/Mapping & Property Management Division

APPROVED as to title and execution,  
\_\_\_\_\_, 20\_\_\_\_\_  
DEPARTMENT OF PUBLIC WORKS  
Survey/Mapping & Property Management Division

Supervising Title Examiner

By \_\_\_\_\_