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

Board of Supervisors
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First District

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December 6, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 December 6, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

AMENDMENT NO. 1, LEASE NO. 74808
SHERIFF'S DEPARTMENT
4310 DONALD DOUGLAS DRIVE, LONG BEACH
(FOURTH DISTRICT) (3 VOTES)

SUBJECT

The purpose of the recommendations is to amend Lease No. 74808 to incorporate approximately 2,750 rentable square feet of office space currently leased for the Sheriff's Department Aero Bureau under Lease No. L-1083, with Airspace LLC, in Building 101 located at 4310 Donald Douglas Drive, Long Beach.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the lease amendment 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 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 Chairman to sign the lease amendment with Airspace LLC, to add approximately 2,750 rentable square feet of office space, located in Building 101, at 4310 Donald Douglas Drive, Long Beach, occupied by the Sheriff's Department at an annual first year rent not to exceed $74,250.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Sheriff's Department (Sheriff) has occupied the 2,750 square feet of office space in the subject location since October 1, 2010 under Administrative Lease No. L-1083. The space was leased to relieve overcrowding in a 12,100 square foot hangar used as office space and

maintenance space. The landlord had requested the current administrative agreement be processed expeditiously, as the property had been taken off the market for over five months anticipating a County lease. In consultation with County Counsel, it was determined that a one-year administrative lease could be processed quickly to address the landlord's expectation of a timely lease approval.

The lease amendment will incorporate the 2,750 square feet of office space into Lease No. 74808 which terminates on May 1, 2014.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal of Public Safety (Goal 5) directs that we increase the safety and security of all residents in Los Angeles County through well-coordinated, comprehensive response and recovery plans for terrorist incidents. Leasing of this office space supports this goal so that the Sheriff's Aero Bureau can efficiently and safely operate their air fleet in support of the Los Angeles County Operational Area Strategic Plan for Emergency Management Homeland Security and public safety. This proposed lease complies with the Strategic Asset Management Principles, as shown in Attachment A.

FISCAL IMPACT/FINANCING

There is no fiscal impact to the Sheriff's budget. The first year cost of this amendment to add additional space will not exceed the current annual rent of $74,250. The program is 100 percent net County cost. Sufficient funding for the proposed space is included in the Fiscal Year 2011-12 Rent Expense budget and will be charged back to the Sheriff.

4310 DONALD DOUGLAS	EXISTING LEASE NO. 74808	LEASE L-1083	CHANGE to LEASE NO. 74840
Area square feet (sf)	2,500 s.f. office space 12,100 s.f. hanger space 17,550 s.f. ramp space	2,750 s.f. office space	2,750 s.f. office space
Term	05/12/2009 – 05/11/2014	Terminates	None
Annual Base Rent	$354,825	$74,250	+$74,250
Parking	7 spaces	4 spaces	+ 4 spaces
Cancellation	County may cancel anytime upon 90 days prior written notice	Same	None
Option to Renew	Two 5-year options	None existed	One 5-year option remains
Rental Adjustment	CPI to a maximum of 4 percent annually	CPI to a maximum of 4 percent annually	None

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment provides 2,750 rentable square feet of office space, in Building 101, located at 4310 Donald Douglas Drive, Long Beach. The lease amendment also contains the following provisions:

- The amendment commences upon Board approval and ends May 11, 2014.
- Four additional parking spaces will be added to lease No. 74808 for a total of eleven.
- The first year cost will not exceed the current annual rent of $74,250.

NEGATIVE DECLARATION/ENVIRONMENTAL IMPACT REPORT

The Chief Executive Office (CEO) has concluded that this project is exempt from California Environmental Quality Act (CEQA) pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by your Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no disruption of services to the public as this is an amendment to incorporate approximately 2,750 rentable square feet of office space currently leased for the Sheriff's Aero Bureau under Lease No. L-1083, into Lease No. 74808. There are no other changes to the terms and conditions to Lease No. 74808.

CONCLUSION

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

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:CMM
CEM:TS:ns

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Sheriff

BL-4310DonaldDouglasDr.Sheriff

Attachment A

SHERIFF'S DEPARTMENT
AERO BUREAU AT LONG BEACH AIRPORT
Asset Management Principles Compliance Form[1]

			Yes	No	N/A
1.	Occupancy				
	A	Does lease consolidate administrative functions?[2]			x
	B	Does lease co-locate with other functions to better serve clients?[2]			x
	C	Does this lease centralize business support functions?			x
	D	Does this lease meet the guideline of 200 sq. ft of space per person?[2]			x
2.	Capital				
	A	Is it a substantial net County cost (NCC) program? **The lease cost for the space is 100 % NCC.**	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? **The Sheriff is continually reviewing expansion and relocation options but at this time desires to retain existing space based on favorable market rate with a cancellation right upon 90 days notice should a more viable option become available.**		x	
3.	Portfolio Management				
	A	Did department utilize CAO 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. x No suitable County occupied properties in project area.			
		3. x No County-owned facilities available for the project.			
		4. ___ Could not get City clearance or approval.			
		5. ___ The Program is being co-located.			
	E	Is lease a full service lease? **The landlord insisted on a triple net lease with the County paying or reimbursing landlord for all expenses.**		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?			

AMENDMENT NO.1 TO LEASE NO.74808

SHERIFF'S AERO BUREAU

4310 DONALD DOUGLAS DRIVE, LONG BEACH

This Amendment No.1 to Lease No. 74808 ("Amendment" or "Amendment No. 1") is made and entered into this 6th day of December, 2011 by and between AIRSPACE LLC hereafter referred to as "Landlord" and COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as "Tenant".

RECITALS:

WHEREAS, Petrowings Limited, a California Limited Partnership, ("Petrowings") as previous owner of the property located at 4310 Donald Douglas Drive, Long Beach, ("Property"), and Tenant entered into a Lease bearing No. 74808 dated April 13, 2004 , whereby Petrowings leased to Tenant approximately 2,750 rentable square feet of office space together with 12,100 square feet of hanger space in Building 101, and 17,550 square feet of ramp space for a term beginning May 12, 2004, and Lessee has continued in tenancy under the Lease with Landlord's consent since that date by the Sheriff's Department Aero Bureau

WHEREAS, Tenant exercised the option therein to further extend the Lease term to begin May 12, 2009 and ending May 11, 2014; and

WHEREAS, Landlord purchased the Property from Petrowings in October of 2007 subject to the Lease, and Tenant is now desirous to exercise its option to further expand and to lease additional space within the Building (Expansion Option) as provided in Section 2, Paragraph (c) Option to Expand.

WHEREAS, the parties now wish to amend the Lease in certain respects,

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, the parties hereto agree the following amendments are effective upon the date first above written:

1. Paragraph 1(c) of the Lease is hereby deleted and the following inserted in substitution:

(c) Premises:

Premises 1 shall be approximately 2,750 rentable square feet of office space together with 12,100 square feet of hanger space in Building 101 and 17,550 square feet of ramp space as shown on Exhibit A attached hereto and incorporated herein by this reference.

74808 Supplement No. 1

kl

Premises 2 shall be approximately 2,750 rentable square feet in the Building as shown on Exhibit 2A. The parties acknowledge that Tenant currently occupies Premises 1 and Premises 2 as of the date of this Amendment No. 1, pursuant to two separate lease agreements with Landlord.

The term "Premises" as used herein shall refer to Premises 1 and Premises 2, collectively.

2. Paragraph 1(i) of the Lease is hereby deleted and the following inserted in substitution:

(i) Basic Rent:

Premises 1 Basic Rent shall be $31,030.00 per month (which is based upon a rental rate of $2.25 per rentable square foot for 2,750 rentable square feet of office space, $1.58 per square foot for 12,100 square feet of hanger space in Building 101 and $.327 per square foot for 17,550 square feet of ramp space), adjusted only as provided in Section 5(c) hereof.

Premises 2 Basic Rent shall be $6,187.50 per month (which is based upon a rental rate of $2.25 per rentable square foot), adjusted only as provided in Section 5(c) hereof.

3. Paragraph 1(k) of the Lease is hereby deleted and the following inserted in substitution

(k) approximately 2,750 rentable square feet of office space together with 12,100 square feet of hanger space in Building 101 and 17,550 square feet of ramp space and Rentable Square Feet in the Premises 1 and approximately 2,750 rentable square feet in premises 2: 25,166

4. Paragraph 1(n) of the Lease is hereby deleted and the following inserted in substitution:

(n) Parking Spaces:

Premises 1	7 spaces
Premises 2	4 spaces

5. Paragraph 5(b) CPI Formula shall be amended by changing the Base Rent from $22,481 to $28,669.

6. The Premises 2 is currently occupied by Tenant for the purpose leased (general office use), and Tenant shall provide, install and maintain, at Tenant's expense, its own telecommunications and data system for Premises 2 and Landlord shall have no obligation or expense in connection with such system. The parties' current lease for Premises 2 dated October 1, 2010 shall be deemed terminated as of the date of full

execution of this Amendment No. 1 if it has not already expired by its own terms on such date.

5. If there are any inconsistencies, variances or differences between any provision of the Lease and a provision of this Amendment No. 1, the provisions of this Amendment No. 1 will prevail and control. The Lease, as amended, is ratified, confirmed and approved. The terms "include" and "including" are not limiting and include the concept of "including but not limited to".

IN WITNESS WHEREOF, the Landlord has executed this Amendment No. 1 or caused it to be 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 by the Clerk thereof the day, month, and year first above written.

LANDLORD

AIRSPACE LLC

By: _____

Its: Manager

ATTESTED:

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

By: Lachelle Smitherman
Deputy

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

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

By: Lachelle Smitherman
Deputy

TENANT

COUNTY OF LOS ANGELES

By: _____

ZEV YAROSLAVSKY
Chairman, Board of Supervisors

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

13 DEC 6 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Supplement No. 74808

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____

Amy M. Caves
Senior Deputy