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
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

April 3, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
33 April 3, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

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:

SHERIFF'S DEPARTMENT:
LEASE RENEWAL
5130 NORTH CLARK AVENUE, LAKEWOOD
(FOURTH DISTRICT) (3 VOTES)

SUBJECT

Approval of a lease renewal between the City of Lakewood and the County of Los Angeles for continued use of a portion of real property in which the Lakewood Sheriff Station currently occupies for a three-year term, with a renewal option for an additional one-year, for an amount not-to-exceed $123,600 per year.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Project is exempt from the California Environmental Quality Act as described herein, because the activities will not have the potential for causing significant effect on the environment.

2. Approve and authorize the Chairman to sign the lease with the City of Lakewood for a three-year period for the continued occupancy of 43,598 gross square feet of rentable space by the Sheriff's Department, at 5130 North Clark Avenue, Lakewood, CA 90714, at an annual rent of $123,600 per year, which will be funded with net County cost currently appropriated within the Sheriff's Department's Fiscal Year 2011-12 Operating Budget.

3. Direct the Chief Executive Office to reevaluate fair market rental value for the Lakewood Sheriff's Station prior to the expiration of the lease term and return to your Board with recommendations for a long-term lease with the City of Lakewood, including a revised annual payment, and funding recommendations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will provide an updated lease renewal between the County of Los Angeles (County) and the City of Lakewood (City) for the continued use of real property in which the existing Lakewood Sheriff Station currently occupies.

Renewal of this lease will allow the Sheriff's Department to continue occupying and providing public safety enforcement services from the existing Lakewood Sheriff's Station to the residents of contract cities located in Artesia, Bellflower, Hawaiian Gardens, Lakewood, and Paramount, including the surrounding unincorporated area.

Background

The Lakewood Sheriff's Station is located at 5130 North Clark Avenue, Lakewood, CA, 90714. The Sheriff's Station complex, which has a total land area of 174,275 square feet, consists of County-owned structures such as the Sheriff's Station and Sheriff's Vehicle Service/Storage Building and related surface parking. The Sheriff's Station complex is located on property that is partially owned by the County and partially owned by the City. The City also owns one of the buildings occupied by the Sheriff.

The existing lease agreement between the County and City for use of the City-owned building and property utilized by the Sheriff was originally executed in 1984 with a 20-year original term. Under the original term, the County pays $31,356 in annual rent to the City. The lease is currently operating on a year-to-year extension basis with rent remaining at $31,356.

Due to the age of the existing lease, the City has requested an adjustment to reflect current fair market rent.

New Lease

The property contains a total land area of 174,275 square feet allocated between the County (130,677 square feet) and the City (43,598 square feet). In order to determine fair market rental value of the Sheriff's Station property, the County utilized the services of a professional property appraiser, R.P. Laurain & Associates, Inc., to provide an estimate of market value for the subject property.

The rental value is based on a rate return of 8 percent of the current land value. This percentage is an average of existing prevailing rates of return for other recent property sales within the cities of Anaheim, Artesia, Bellflower, Norwalk, Redondo Beach, and Whittier. Based on this data, the rental value is summarized below.

- County Property: $4,640,000 x 0.08 = $371,200 per year - rounded
- Lakewood Property: $1,545,000 x 0.08 = $123,600 per year - rounded

The current annual lease payment of $31,356 does not reflect current value; therefore, it is recommended that your Board authorize this lease renewal with the City, which reflects an annual lease payment of $123,600.

It is further recommended that your Board direct the Chief Executive Office (CEO) to reevaluate fair market rental value for the Lakewood Sheriff's Station prior to the expiration of the lease term. This reevaluation will account for and analyze recent fluctuations in property sales related to our current economic climate. Upon completion of the analysis, we plan to return to your Board with recommendations for a long-term lease renewal with the City, which will include a revised annual payment amount and funding recommendations.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Operational Effectiveness (Goal 1) directs that we maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services. Approval of the recommended actions supports this goal by providing a Sheriff's Station within the community it serves.

FISCAL IMPACT/FINANCING

The lease renewal with the City will cost $123,600 annually. These revised costs will result in an annual increase of approximately $92,000 over the current annual rent.

Sufficient funding for the proposed lease renewal costs are included in the Fiscal Year (FY) 2011-12 Rent Expense Budget and will be billed back to the Sheriff's Department. Sufficient funding is available within the Sheriff's Department's FY 2011-12 Operating Budget to cover the increase in the annual lease cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is the owner of 130,677 square feet of the Sheriff's Station property, with the City owning the remaining 43,598 square feet. The square footages include land and improvements owned by each agency.

The Sheriff's Department currently pays for utilities and maintenance of the leased premises.

County Counsel has approved the lease renewal as to form.

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact to current services or projects as a result of these actions.

CONCLUSION

Please return an original of the executed lease, two certified copies of the Minute Order, and the adopted Board letter to the Chief Executive Office, Real Estate Division at 222 South Hill Street, 4th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:RLR:DJT
DKM:TJ:zu

Attachments

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

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE
LEASE

THIS LEASE ("Lease") is entered into as of the 3rd day of April, 2012 between the CITY OF LAKEWOOD ("Landlord" or "City"), and COUNTY OF LOS ANGELES, a body politic and corporate ("Tenant" or "County").

Landlord and Tenant agree:

1. BASIC LEASE INFORMATION

The following terms as used herein shall have the meanings provided in this Section, unless otherwise specifically modified by provisions of this Lease.

1.1 Defined Terms Relating to the Lease:

(a) Landlord's Address for Notice:	City of Lakewood 5050 Clark Avenue Lakewood, California 90712
(b) Tenant's Address for Notice:	Board of Supervisors Kenneth Hahn Hall of Administration, Room 383 500 West Temple Street Los Angeles, California 90012 With a copy to: Chief Executive Office Real Estate Division 222 South Hill Street, 2nd Floor Los Angeles, California 90012 Attention: Senior Manager, CEO
(c) Premises:	Approximately 43,598 rentable square feet of City-owned property, comprised of 8,975 square feet of building space and 34,623 square feet in parking and site improvements, as shown on Exhibit A attached hereto.
(d) Building:	The City-owned building located at 5130 Clark Avenue, Lakewood, California, 90712, which is located upon a portion of the real property currently assessed by the County Assessor as APN 7172-002-904 (portion) (the "Property").

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(e) Initial Term:	Three (3) years, commencing upon the date of execution by Tenant, and ending three (3) years thereafter, unless extended in accordance with the terms hereof.
(f) Basic Rent:	$123,600.00 annually or $10,300.00 in monthly installments, payable on the first day of each month.
(g) Rentable Square Feet in the Premises:	43,598 square feet
(h) Use:	Sheriff law enforcement activities and general office use or for any other lawful purposes.
(i) Initial Departmental Use:	Sheriff law enforcement activities.
(j) Parking Spaces:	Not Applicable.
(k) Normal Working Hours:	24-hour full service Sheriff Station services.

2. PREMISES

Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, upon the terms and conditions herein set forth, the Premises described in Section 1 and Exhibit A attached hereto.

3. USES

The Premises and the Building located thereon are to be used only for the uses set forth in Section 1 and for no other business or purpose.

The term of this Lease shall be three (3) years, beginning upon execution of the Lease by Tenant ("Initial Term"). In addition to the Initial Term, Tenant shall have one option to renew the Lease (the "Option") for a period of one (1) year under the same terms and conditions as contained herein (except for the Basic Rent, which shall be adjusted by negotiation between the parties hereto), for a total possible term of four (4) years. Tenant shall provide Landlord with written notice of its intention to exercise the Option by letter from the Tenant's Chief Executive Office no later than sixty (60) days prior to the end of the Initial Term. The exercise of an option shall be by the County's Chief Executive Office.

4. HOLDOVER

If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term of this Lease (including any optional extension term), such

occupancy shall be a tenancy which is terminable only upon ninety (90) days written notice from Landlord or thirty (30) days written notice from the Chief Executive Officer of Tenant at the last monthly Basic Rent payable under this Lease (as such Basic Rent may be adjusted from time to time in accordance with this Lease) plus all other charges payable under this Lease, and subject to all of the terms, covenants and conditions of this Lease.

5. COMPLIANCE WITH LAW

Tenant shall, at Tenant's expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect during the term hereof, regulating the use, occupancy or improvement of the Premises and/or the Building by Tenant.

6. DAMAGE OR DESTRUCTION

In the event any portion of the Premises is damaged by fire or any other cause rendering the Premises totally or partially inaccessible or unusable for Tenant's use (in the sole judgment of Tenant), then Tenant may terminate this Lease by giving written notice; and this Lease shall terminate and the Basic Rent shall be abated from the date the Premises became untenantable.

7. REPAIRS AND MAINTENANCE

Tenant agrees to keep, or cause to be kept, in good repair, and to maintain at its own expense, the Building located on the Premises, ordinary wear and tear and damage by the elements excepted.

8. SERVICES AND UTILITIES

Tenant shall pay for all utilities required for Tenant's use of the Building and/or the Premises.

9. LANDLORD ACCESS

Tenant shall permit Landlord and its agents to enter the Premises upon ten (10) days prior written notice for the purpose of inspecting the Premises for any reasonable purpose. If Landlord temporarily closes any portion of the Premises, Basic Rent shall be prorated based upon the percentage of the Premises rendered untenantable and not used by Tenant. Landlord shall have the right at any and all times to enter the Premises in the event of an emergency.

10. TENANT DEFAULT

(a) Default

The occurrence of any one or more of the following events (a "Tenant Default") shall constitute a material default and breach of this Lease by Tenant:

(i)

The failure by Tenant to make any payment of Basic Rent or any other payment required to be made by Tenant hereunder (except to the extent an offset is expressly permitted hereunder), as and when due and if the failure continues for a period of thirty (30) days after written notice to Tenant;

(ii)

The failure by Tenant to observe or perform any of the other covenants, conditions or provisions of this Lease, where such failure shall continue for a period of thirty (30) days after written notice from Landlord specifying in detail the nature of the Tenant Default; provided, however, if more than thirty (30) days are reasonably required for its cure then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(b) Termination

Tenant agrees that if a Tenant Default should occur and should not be cured within the time periods set forth above, it shall be lawful for Landlord to terminate this Lease upon the giving of thirty (30) days written notice to Tenant. In addition thereto, Landlord shall have such other rights or remedies as may be provided by law.

(c) No Effect on Indemnity

Nothing in this Article shall be deemed to affect either Landlord or Tenant's right to indemnification under any indemnification clause or clauses set forth in this Lease.

11. LANDLORD DEFAULT

(a) Remedies

Landlord shall be in default ("Landlord Default") in the performance of any obligation required to be performed by Landlord under this Lease if Landlord has failed to perform such obligation within five (5) days after the giving of written notice with respect thereto by Tenant; provided, however, that if the nature of the Landlord Default is such that the same cannot reasonably be cured within such five-day period, Landlord shall not be deemed to be in Landlord Default if Landlord shall within such period commence such cure and thereafter diligently prosecute the same to completion. If the Landlord Default is of such a nature that it materially and substantially interferes with Tenant's occupancy and

use of the Premises and if such Landlord Default is not cured within the foregoing cure period, then Tenant shall have the right, at its option, with or without further notice or demand of any kind to Landlord or any other person, to any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (i) to remedy such default or breach and deduct the costs thereof (including but not limited to attorneys' fees) plus interest at the rate of ten percent (10%) per annum from the installments of Basic Rent next falling due; (ii) to pursue the remedy of specific performance; (iii) to seek money damages for loss arising from Landlord's failure to discharge its obligations under this Lease or offset such damages against Basic Rent next coming due; and/or (iv) to terminate this Lease.

(b) Emergency

Notwithstanding the foregoing cure period, Tenant may cure any default without notice where the failure promptly to cure such default would, in the reasonable opinion of Tenant, create or allow to persist an emergency condition or materially and adversely affect the operation of Tenant's business in the Premises.

12. ASSIGNMENT AND SUBLETTING

Tenant may not assign, mortgage, encumber or otherwise transfer this Lease or sublet the whole or any part of the Premises without first obtaining Landlord's prior consent: provided, however, that no such assignment, subletting or other transfer shall relieve Tenant of any liability under this Lease unless Landlord has given its written consent thereto, which Landlord shall not unreasonably withhold if the assignee has the financial condition and is another government agency.

13. ALTERATIONS AND ADDITIONS

Tenant shall not make any structural alterations, improvements, additions, or utility installations in or on the Premises (collectively, "Alterations") without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. However, Landlord's consent shall not be required for any Alteration that satisfies all of the following criteria: 1) complies with all applicable laws; 2) is not visible from the exterior of the Building; and 3) will not materially affect the systems or structure of the Building. If Landlord fails to respond in writing within thirty (30) days of such request, Landlord shall be deemed to approve the Alterations.

14. CONDEMNATION

(a) Controlling Terms

If during the Term, or during the period of time between the execution of this Lease and the Commencement Date, there is any taking of all or any part of the Premises or any interest in this Lease by Condemnation (as defined below), this Section shall determine the rights and obligations of Tenant and Landlord.

"Condemnation" shall mean the exercise of any governmental power to take title to any portion of the Premises, whether by legal proceedings or otherwise, by a Condemnor (as defined below) or a voluntary sale or transfer by Landlord to any Condemnor, either under threat of a Condemnor's exercise of such power or while legal proceedings are pending for the exercise of such power. "Condemnor" shall mean any public or quasi-public authority, or private corporation or individual, having the power of Condemnation.

(b) Total Taking

If the Premises are totally taken by Condemnation, this Lease shall terminate on the date the Condemnor has a right to possession of the Premises (the "Date of Taking").

(c) Partial Taking

If any portion, but not all, of the Premises is taken by Condemnation, this Lease shall remain in effect, except that Tenant may elect to terminate this Lease if, in Tenant's reasonable judgment, the remaining portion of the Premises (including the space available for parking) is rendered unsuitable for Tenant's continued use of the Premises. If Tenant elects to so terminate this Lease, Tenant must exercise its right to terminate by giving notice to Landlord within thirty (30) days after the date that the nature and the extent of the Condemnation have been determined (the "Determination Date"), which notice shall set forth the date of termination. Such termination date shall not be earlier than thirty (30) days nor later than ninety (90) days after Tenant has notified Landlord of its election to terminate; except that this Lease shall terminate on the Date of Taking if the Date of Taking falls on a date before the date of termination as designated by Tenant. If Tenant does not so notify Landlord within thirty (30) days after the Determination Date, all obligations of Tenant under this Lease shall remain in effect, except that Basic Rent shall be equitably abated.

(d) Award

The Award (as defined below) shall be divided between Landlord and Tenant as their respective interests may appear. "Award" shall mean all compensation, sums or anything of value awarded, paid or received on a total or partial Condemnation of the Premises.

(e) Waiver of Statute.

Landlord and Tenant hereby waive the provision of California Code of Civil Procedure Section 1265.130 allowing Landlord or Tenant to petition the superior court to terminate this Lease in the event of a partial taking of the Premises.

15. INDEMNIFICATION

(a) Tenant's Indemnity

Tenant shall indemnify, defend and hold Landlord harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Premises as a result of any negligent act, omission or willful misconduct of Tenant or its Special Districts, elected or appointed officers, contractors, licensees, agents, employees, guests or visitors, or arising from any breach or default under this Lease by Tenant. The foregoing provisions shall not be construed to make Tenant responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees or invitees.

(b) Landlord's Indemnity

Landlord shall indemnify, defend and hold Tenant harmless from and against all loss, cost and expense, including attorneys' fees, arising from any injury or damage to any person or property, occurring in or about the Premises as a result of any negligent act, omission or willful misconduct of Landlord, or its officers, contractors, licensees, agents, employees, guests, or visitors, or arising from any breach or default under this Lease by Landlord. The foregoing provisions shall not be construed to make Landlord responsible for loss, damage, liability or expense resulting from injuries to third parties caused by the negligence or willful misconduct of Tenant, or its officers, contractors, licensees, agents, employees or invitees.

16. INSURANCE

During the term of this Lease, Landlord shall maintain property and general liability insurance covering the Premises, by including the Premises on the list of properties for which Landlord is insured through its membership in the California Joint Powers Insurance Authority. Failure by Landlord to maintain the insurance required by this Section or to use any insurance proceeds to timely repair and restore the Premises shall constitute a material breach of this Lease. Landlord and Tenant each hereby waive their rights of subrogation against one another to the extent it is covered by the property insurance policies required to be carried hereunder. Landlord shall cause its insurance carriers to consent to the foregoing waiver of rights of subrogation against Tenant.

17. ENVIRONMENTAL MATTERS

(a) Hazardous Materials

Tenant shall not cause nor permit, nor allow any of Tenant's employees, agents, customers, visitors, invitees, licensees, contractors, assignees or subtenants to cause or permit, any Hazardous Materials to be brought upon, stored, manufactured, generated, blended, handled, recycled, treated, disposed or used on, under or about the Premises except for routine office and janitorial supplies in usual and customary quantities stored, used and disposed of in accordance with all applicable Environmental Laws. As used herein, "Hazardous Materials" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof, whether solid, semi solid, liquid or gaseous, which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, molds, toxic levels of bacteria, tobacco smoke within the Premises, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "Refrigerant Recycling Rule," as amended from time to time) and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used herein, "Environmental Laws" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future which are or become applicable to Tenant on the Premises.

(b)

Landlord and Tenant agree to immediately notify each other when either party learns that Hazardous Materials have been discovered or released on the Premises.

(c)

Landlord agrees to indemnify, defend and hold harmless Tenant, its Special Districts, elected and appointed officers, agents, and employees from and against all liability, expense (including without limitation defense costs, legal fees, and response costs imposed by law) and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Materials on the Premises which has not been caused by Tenant.

(d)

Tenant agrees to indemnify, defend and hold harmless Landlord and its officers, agents, and employees from and against all liability, expense (including without limitation defense costs, legal fees, and response costs imposed by law)

and claims for damages of any nature whatsoever which arise out of the presence of Hazardous Materials on the Premises which has been caused by Tenant.

(e)

The indemnity provided each party by this Section 18 shall survive the termination of this Lease.

(f)

The presence or release of Hazardous Materials on the Premises which is not caused by Tenant and which threatens the health and safety of Tenant's agents, officers, employees, or invitees, as determined in Tenant's sole discretion, shall entitle Tenant to immediately terminate this Lease.

18. LIENS

Tenant shall keep its interest in this Lease and the Premises free from any liens arising out of any work performed or materials ordered or obligations incurred by Tenant. Landlord shall keep its interest in this Lease and the Premises free from any liens which would impair the interest of Tenant hereunder and hereby indemnifies and holds Tenant harmless from any liability or loss from any such lien.

19. SURRENDER OF POSSESSION

At the expiration of the Term of this Lease, whether by lapse of time or otherwise and including any optional extension term hereof, Tenant shall retain ownership of the Building and any other improvements located on the Premises, and the parties hereto agree to negotiate in good faith a new or extended lease or other agreement to permit Tenant's continued use of the Building.

20. SIGNAGE

Tenant shall be permitted to install at the Premises reasonably appropriate signs that conform with any and all applicable laws and ordinances.

21. QUIET ENJOYMENT

So long as Tenant is not in material default hereunder, Tenant shall have the right to the quiet and peaceful enjoyment and possession of the Premises subject to the terms and conditions of this Lease.

22. GENERAL

(a) Headings

Titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

(b) Successors and Assigns

All of the covenants, agreements, terms and conditions contained in this Lease shall inure to and be binding upon the Landlord and Tenant and their respective successors and assigns.

(c) Brokers

Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Lease other than as disclosed to the other in writing and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation.

(d) Entire Agreement

This Lease is the final and complete expression of Landlord and Tenant relating in any manner to the leasing, use and occupancy of the Premises and other matters set forth in this Lease. No prior agreements or understanding pertaining to the same shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or added to except in writing signed by both Landlord and Tenant.

(e) Severability

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

(f) Notices

All notices and communications to any party hereunder shall be in writing and shall be deemed properly given if delivered personally, sent by registered or certified mail, postage prepaid, or by a recognized overnight commercial messenger providing proof of delivery, facsimile (electronically confirmed) to Landlord's Address for Notice and Tenant's Address for Notice as set forth in Section 1. Any notice so given shall be deemed to have been given as of the date of delivery (whether accepted or refused) established by U.S. Post Office return receipt or the overnight carrier's proof of delivery, as the case may be. Any such notice not so given shall be deemed given upon receipt of the same by the party to whom the same is to be given.

(g) Governing Law and Forum

This Lease shall be governed by and construed in accordance with the internal laws of the State of California. Any litigation with respect to this Lease shall be conducted in the County of Los Angeles, State of California.

(h) Waivers

No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Landlord or Tenant of the same or any other provision. Landlord's or Tenant's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's or Tenant's consent to or approval of any subsequent act by Landlord or Tenant.

(i) Time of Essence

Time is of the essence for the performance of all of the obligations specified hereunder.

(j) Consent

Whenever any consent is required by Landlord or Tenant hereunder, such consent shall not be unreasonably withheld, conditioned or delayed and, unless otherwise specifically provided herein, shall be deemed granted if not refused within ten (10) days after written request is made therefor, together with all necessary information.

(k) Authority

Only the Board of Supervisors has the authority, by formally approving and/or executing this Lease, to bind the County to the terms included herein. Each individual executing this Lease on behalf of Tenant represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Tenant, and that this Lease is binding upon Tenant in accordance with its terms. Landlord understands that no material terms of this Lease may be altered or deleted, nor may any new material terms be added to this Lease, without the express written approval of the Board of Supervisors, either through an amendment to the Lease or by other formal board action. No County officer, employee, agent or independent contractor has any authority to alter, add or delete the material terms of this Lease and Landlord may not rely upon any representations to the contrary. Notwithstanding the foregoing, the Chief Executive Officer of the County or its delegee (the "Chief Executive Officer") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Basic Rent or other financial obligations of Tenant

under this Lease. Each individual executing this Lease on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of Landlord, and that this Lease is binding upon Landlord in accordance with its terms.

23. ACKNOWLEDGEMENT BY LANDLORD

Landlord acknowledges that it is aware of the following provisions:

(a) Solicitation of Consideration

It is improper for any County officer, employee or agent to solicit consideration in any form from a landlord with the implication, suggestion or statement that the landlord's provision of the consideration may secure more favorable treatment for the landlord in the award of the Lease or that landlord's failure to provide such consideration may negatively affect the County's consideration of the landlord's offer to lease. A landlord shall not offer or give, either directly or through an intermediary, consideration in any form to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Lease.

Landlord shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Fraud Hotline at (800) 544-6861. Failure to report such solicitation may result in the termination of the Lease.

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IN WITNESS WHEREOF this Lease has been executed the day and year first above set forth.

LANDLORD:

CITY OF LAKEWOOD

By: _____
Name: L.H. Van Nostran
Title: Mayor

ATTEST:

_____
City Clerk, Deputy

APPROVED AS TO FORM:

_____
City Attorney

TENANT:

COUNTY OF LOS ANGELES
a body politic and corporate

By: _____
Chairman, Board of Supervisors

77754

ATTEST:

Sachi A. Hamai
Executive Officer-Clerk
of the Board of Supervisors

By: _____
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: _____
Deputy

APPROVED AS TO FORM:
John F. Krattli
Acting County Counsel

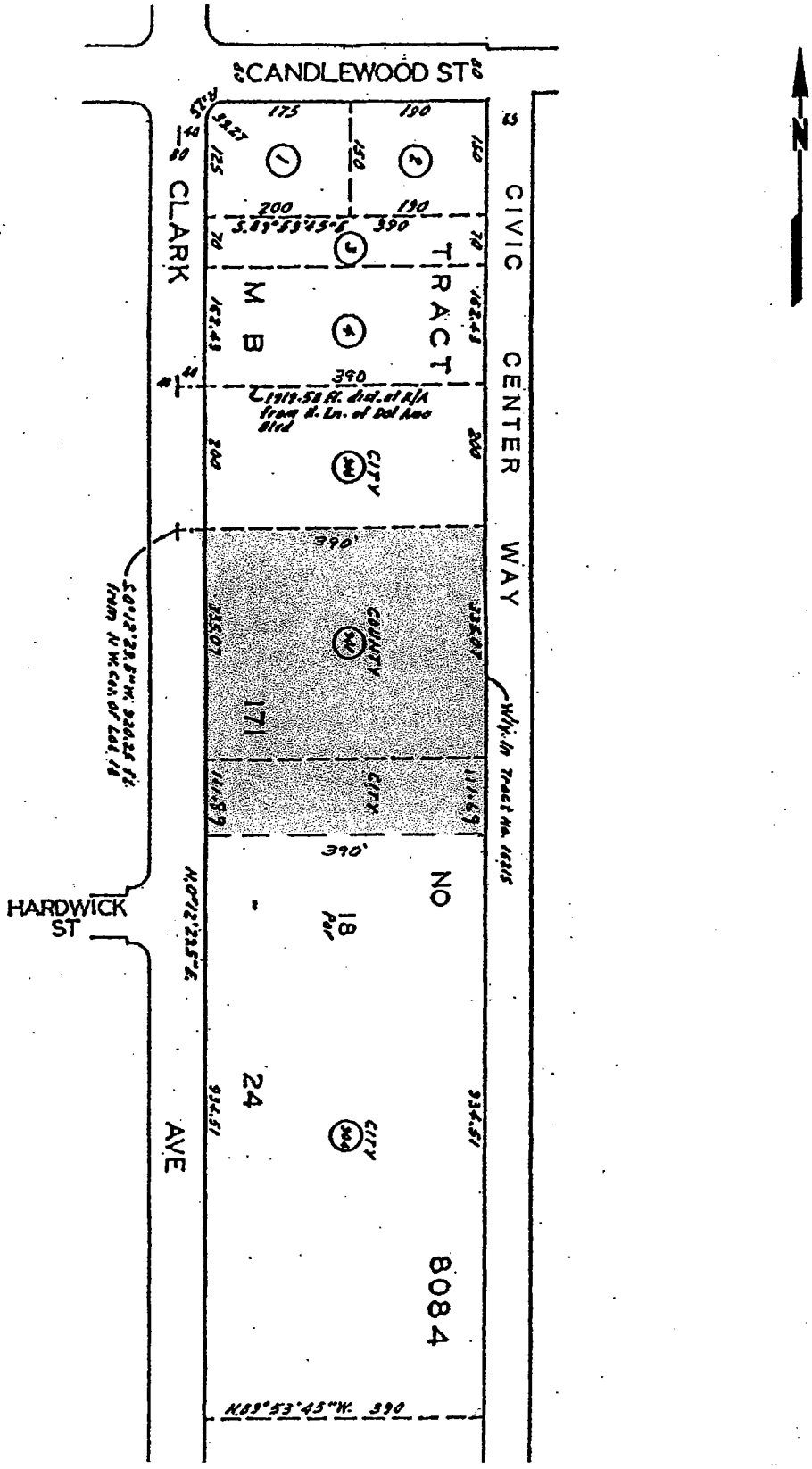
By: _____
Deputy BYRON SHIBATA

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 APR 3 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

EXHIBIT A



LEGAL DESCRIPTION OF CITY-OWNED LAND

Portion of Lot 18, Tract No. 8084, recorded in Book 171, Page 24-30, of Maps, County of Los Angeles, California, described by Instrument No. 2127, recorded October 30, 1973.