



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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GAIL FARBER, Director

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

February 12, 2013

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

21 February 12, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**SECOND AMENDMENT TO LEASE AGREEMENT NO. 76006
BETWEEN DESCANSANDO PARTNERS, LP
AND THE COUNTY OF LOS ANGELES
UNINCORPORATED COUNTY AREA OF SOUTH WHITTIER
(SUPERVISORIAL DISTRICT 1)
(3 VOTES)**

SUBJECT

This action will allow the County of Los Angeles to extend and amend Lease Agreement No. 76006 with Descansando Partners, LP, for two years with an option to extend the term for one additional year at a rent increase of three percent.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the Second Amendment to Lease Agreement No. 76006 between the County of Los Angeles and Descansando Partners, LP, of 2,262 square feet of office space for the continued occupancy of the Building and Safety South Whittier office at 13523 A and B Telegraph Road, South Whittier.
2. Instruct the Chairman, Board of Supervisors of the County of Los Angeles, to sign the Second Amendment to Lease Agreement No. 76006.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to obtain approval from the Board to extend and amend Lease Agreement No. 76006 (Lease) between the County of Los Angeles (County) (Lessee) and Descansando Partners, LP (Lessor) of the Lease for the Building and Safety South Whittier office (Building and Safety) through January 31, 2015, at the current lease terms and include an option to extend the term for one year at a rent increase of three percent.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Integrated Services Delivery (Goal 3). The amendment to the Lease will allow the County to continue to provide the public with access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

Financing for the first year of the Lease, in the maximum amount of \$37,730.16, is included in the Fiscal Year 2012-13 Public Works General Fund Budget. Funds to finance the remaining contract term will be requested through the annual budget process.

The monthly rent will remain at \$2,691.78 plus a janitorial service fee of \$452.40 per month. This results in a total monthly lease payment cost remaining at \$3,144.18 for the two-year term of the Lease ending on January 31, 2015. All costs will be reimbursed from fees received from plan checks and issuance of permits by Building and Safety.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 30, 2007, the Board approved a Lease Agreement between Descansando Partners, LP, and the County for Building and Safety office space at 13523 A and B Telegraph Road, in the unincorporated County area of South Whittier. The term of the Lease 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. On November 30, 2010, the Board adopted the First Amendment to the Lease, which extended the term for two years with a holdover clause directing that tenancy continue on a month-to-month basis. This action is authorized by Section 25350.1 of the California Government Code.

The proposed Second Amendment extends the Lease for two years and includes an option to extend the term for an additional year with a rent increase of three percent. The Second Amendment has been reviewed and approved by County Counsel as to form.

ENVIRONMENTAL DOCUMENTATION

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

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

CONCLUSION

Please return one adopted copy of this letter and two executed originals of the Second Amendment to the Department of Public Works, Survey/Mapping & Property Management Division. Retain one executed original of the Second Amendment for your files.

Respectfully submitted,



GAIL FARBER

Director

GF:SGS:psr

Enclosures

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

SECOND AMENDMENT TO LEASE NO. 76006

THIS AMENDMENT TO LEASE (Amendment) is entered into as of this 31st day of January, 2013, 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 and First Amendment to Lease dated January 31, 2010, 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 and

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 to as follows:

1. The Term is hereby amended to begin on February 1, 2013, and shall end on January 31, 2015.
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:

$$\$1.19 \times 2,262 \text{ sq. ft.} = \$2,691.78$$

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

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

$$\$0.20 \times 2,262 \text{ sq. ft.} = \$452.40$$

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

$$\$2,691.78 + \$452.40 = \$3,144.18 \text{ per month}$$

76006, Supplement No. 2

5. LESSEE shall have the Option to Extend the Term for 1 year at a Rent increase of 3% by giving LESSOR 6 month's prior written notice.
6. LESSEE shall have the right to cancel the Lease at any time by giving thirty (30) days' notice.

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

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

This Second 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 who LESSEE may have negotiated the Lease and Amendments 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 the Second Amendment to Lease No. 76006 by either party to the other shall not constitute an offer, nor shall either party be bound to any terms of this Second Amendment to Lease No. 76006 or the entirety of the Second Amendment to Lease No. 76006 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

JOHN F. KRATTLI
County Counsel

By Julia Wasson



(COUNTY – SEAL)

ATTEST

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

By [Signature]

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21

FEB 12 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

DESCANSANDO
DESCANSANDO PARTNERS, LP
as LESSOR

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

Date 11-27-12

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

By [Signature]
Chairman, Board of Supervisors

Date February 12, 2013

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 [Signature]
Deputy

76006, Supplement No. 2

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of ORANGE

On 11/27/12 before me, Jamey D Yates, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lawrence Bradley Kaplan
Name(s) of Signer(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.



Place Notary Seal Above

Signature Jamey D. Yates
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____