



County of Los Angeles
Chief Executive Office

PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING

SACHI A. HAMAI
Chief Executive Officer

DATE: Wednesday, November 13, 2019

TIME: 10:00 a.m.

LOCATION: Kenneth Hahn Hall of Administration, Conf. Rm. 830

AGENDA

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
 - A. Board Letter:
LEASE AMENDMENT DISTRICT ATTORNEY 215 NORTH MARENGO AVE.,
PASADENA
Speaker(s): Mike Navarro (CEO)
3. **PRESENTATION/DISCUSSION ITEM(S):**
 - A. Board Briefing:
PROBATION OVERSIGHT COMMISSION
Speaker(s): Jeramy Gray (Executive Office, Board of Supervisors)
 - B. Board Briefing:
REPORT BACK ON LASD INTERNAL ADMINISTRATIVE INVESTIGATIONS AND
DISPOSITIONS OF DISCIPLINARY ACTIONS
Speaker(s): Max Huntsman (OIG)
4. **PUBLIC COMMENT**
(2 minutes each speaker)
5. **ADJOURNMENT**

Wednesday, November 13, 2019

CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

Miguel Meza v. County; Arturo Mejia-Morales v. County
Los Angeles Superior Court Case Nos. BC660381; BC681694

Department: Sheriff

6. UPCOMING ITEM(S):

- A.** Board Letter:
APPROVE MODEL MASTER AGREEMENT FOR VESSEL REMOVAL AND DISPOSAL SERVICES
Speaker(s): Ron Nohles, Irma Sanatana and Aloett Martin (Sheriff)
- B.** Board Letter:
APPROVAL OF AGREEMENT WITH DATAWORKS PLUS, LLC FOR A CRIMINAL BOOKING SYSTEM
Speaker(s): Derek Sabatini and Alejandra Madera (Sheriff)
- C.** Board Letter:
APPROVAL OF AN ANNUAL EQUITABLE SHARING AGREEMENT AND CERTIFICATION FOR FEDERALLY FORFEITED PROPERTY
Speaker(s): Richard Martinez and Liza Vera (Sheriff)
- D.** Board Letter:
ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR 2018-19 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM FOR PALMDALE STATION
Speaker(s): Elida Rodriguez and Colleen Murphy (Sheriff)
- E.** Board Letter:
ACCEPT A GRANT AWARD FROM CALIFORNIA DEPARTMENT OF PARKS AND RECREATION FOR 2018-19 OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM FOR SANTA CLARITA STATION
Speaker(s): Elida Rodriguez and Colleen Murphy (Sheriff)
- F.** Board Letter:
APPROVAL OF CONTRACT WITH NORTHROP GRUMMAN SYSTEMS CORPORATION FOR MAINTENANCE OF THE CONSOLIDATED FIRE PROTECTION DISTRICT'S COMPUTER AIDED DISPATCHING SYSTEM
Speaker(s): Christopher Anderson and Thomas Ewald (Fire)
- G.** Board Letter:
APPROVE MASTER AGREEMENT FOR AS-NEEDED FORENSIC PATHOLOGY SERVICES
Speaker(s): Jonathan R. Lucas and Paul Parker (Medical Examiner-Coroner)

DISTRICT ATTORNEY
ANTICIPATED BOARD LETTER
PUBLIC SAFETY FACT SHEET
November 13, 2019

SUBJECT

- A seven-year lease amendment for 4,234 square feet of office space and 14 parking spaces at 215 N. Marengo Avenue, Pasadena, for the District Attorney (DA).

TARGETED BOARD AGENDA

- December 3, 2019

DESCRIPTION OF PROGRAM / ITEM

- The DA's Juvenile Criminal Prosecution and Services Section has been housed at this location since May 2008 when it was expanded upon for County use. The lease is now on month-to-month holdover since May of 2013.

AMOUNT / COST

- The maximum first year cost of \$144,803, or \$12,067 per month for base rent with increases based on the Consumer Price Index (CPI) capped at 3 percent per annum, plus annual parking expense of \$17,040 for a total of \$161,843 maximum first year's costs. The aggregate cost of the rent over seven years is \$1,228,826 which is an approximately 9 percent decrease in the aggregate base rent and parking expense over the existing costs. The lease remains a full-service gross lease. Further, the Landlord will provide new carpet and some paint to the premises at Landlord's cost.

FUNDING SOURCE

- The annual lease costs are 100 percent net County cost. Sufficient funding for the proposed seven-year lease amendment is included in the Fiscal Year (FY) 2019-2020 Rent Expense budget and will be charged back to the District Attorney's office.

PURPOSE

- The proposed lease amendment will allow the District Attorney to remain at existing leased space already built-out for County use.

CONTRACTING PROCESS (if applicable)

- N/A

CHANGES FROM PREVIOUS YEAR

- N/A

CHANGES TO DEPLOYMENT / STAFFING PLAN

- N/A

ISSUES / CONCERNS

- N/A

SUCCESSSES / ACCOMPLISHMENTS

- N/A

DISTRICT(S) IMPACTED

- Fifth

CONTACT PERSON

- **Nevin Harrison**
- **(213) 974-4159**
- **nharrison@ceo.lacounty.gov**



SACHI A. HAMAII
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
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MARK RIDLEY-THOMAS
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JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

December 03, 2019

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:

**LEASE AMENDMENT
DISTRICT ATTORNEY
215 NORTH MARENGO AVENUE, PASADENA
(FIFTH DISTRICT)
(3 VOTES)**

SUBJECT

Approval of a proposed seven-year lease amendment to provide the District Attorney continued use of 4,234 square feet of office space and 14 on-site parking spaces.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed seven-year lease amendment at 215 North Marengo Avenue, Pasadena, with Corniche Corporation, (Landlord), for approximately 4,234 square feet of office space with an annual base rent of \$144,803 and 14 on-site parking spaces with an annual cost of \$17,040, at a total annual first year rental cost not to exceed \$161,843. 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 proposed lease amendment, and authorize the Chief Executive Officer and the District Attorney (DA), or their respective designees, to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, early termination rights and exercising any options to extend.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DA has been at the 215 North Marengo Avenue, Pasadena, location since May 2008, when this suite was initially built-out for County use. The facility houses the DA's Juvenile Criminal Prosecution unit, which works with juvenile cases impacting the greater Pasadena area and neighboring cities. This operation is actively involved in the investigation and prosecution of juveniles accused of public offenses. The office provides accessibility to outside agencies, which act as collaborative partners in the investigation and prosecution of juveniles, with an emphasis on working towards getting affected juveniles off the street in earlier stages of their lives to help prevent them from becoming adult offenders and potentially violent criminals. The program is in proximity to the Pasadena Courthouse and provides both administrative functions as well as direct services to collaborating agencies and clients.

The existing lease has been on month-to-month holdover with no penalty since May 2013, while negotiations for a lease extension were ongoing. Given the specialized operation at this facility, and the improvement costs associated with a potential move, the DA opted to maintain its tenancy at the existing location. In addition to the Courthouse, the facility is in proximity to various public transportation routes.

Approval of the recommended actions will find that the proposed lease amendment is exempt from CEQA and will allow the DA to continue operating at the subject office.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 of "Make Investments That Transform Lives" provides that we will aggressively address society's most complicated social, health, and public safety challenges. The proposed lease amendment supports this goal with a facility that provides proper accommodations for office space in a conveniently located facility with adequate space for employees, collaborators, and clients. The proposed lease amendment is in conformance with the Asset Management Principles, as outlined in Attachment A.

FISCAL IMPACT/FINANCING

The proposed lease amendment will have the following financial impact:

- The annual base rent for the first year of the extension term is \$144,803 or \$34.20 per square foot on an annual basis, plus parking expense of \$17,040 for a total of \$161,843 annually. The aggregate base rent and parking expense for the existing office space over the seven-year term would be approximately \$1,228,826, which includes annual rent increases based on the Consumer Price Index (CPI) capped at 3 percent per annum. The parking fee is fixed for the seven-year term with no annual increases.
- In negotiating this renewal, staff was able to obtain an approximately 10 percent decrease from the existing base rent and 17 percent increase in parking costs for a net 9 percent decrease in overall costs.
- This is a full-service gross lease whereby the Landlord is responsible for all operating and maintenance expenses associated with the premises. Attachment B provides an overview of the proposed rental costs.

Sufficient funding to cover the proposed rental costs for the first year of the proposed lease amendment is included in the Fiscal Year (FY) 2019-20 Rent Expense budget and will be billed back to the DA. The DA has sufficient funding in their FY 2019-20 operating budget to cover these costs for the same period. Beginning in FY 2020-21, ongoing funding for the proposed lease amendment will continue to be part of the budget for the DA. The costs for the DA are 100 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed lease amendment also contains the following provisions:

- A cancellation provision that allows the County to terminate the proposed lease amendment any time after the 60th month of the extended lease amendment term with 180 days prior written notice without penalty.
- The proposed lease amendment will become effective upon approval by the Board of Supervisors, however, the new term and rent will commence upon full execution of the lease amendment.
- Landlord will replace the carpet and paint the premises at no cost to the County.

The Chief Executive Office (CEO), conducted a survey within the project area to determine the availability of comparable office space options. Due to the tenant improvements needed if the DA moved to a new space, the proposed space is the most cost-effective option. Based upon a review of available industry data, it was established that the annual rental range for similar space is between \$31.80 and \$44 per square foot per year. In comparison, the base rent of \$38.22 per square foot per year for the proposed lease agreement, including parking, is 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 Department of Public Works inspected this facility and found it suitable for the County's occupancy. A notification letter to the City of Pasadena has been sent as required by Government Code Section 25351. County Counsel has reviewed the attached proposed lease amendment and approved it as to form.

The proposed lease amendment will continue to provide an appropriate location for the program, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012, as outlined in Attachment D.

ENVIRONMENTAL DOCUMENTATION

The proposed lease amendment is exempt from CEQA. The proposed lease amendment, which renews existing lease space with minor tenant improvements within an existing building, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed lease amendment, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section

65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will continue to adequately provide the necessary office space for this County requirement. The DA concurs with the proposed recommendation.

CONCLUSION

It is requested that the Executive Office, Board of Supervisors, return one certified copy of the Minute Order, and the adopted, stamped Board letter to the CEO, Real Estate Division, at 320 W. Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

SAH:FAD:DPH:DL
JLC:MN:NH:gw

Enclosures

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

**DISTRICT ATTORNEY
215 NORTH MARENGO AVENUE, PASADENA
Asset Management Principles Compliance Form¹**

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions?			X
B	Does lease co-locate with other functions to better serve clients?			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 Ratio is approx. 235sf per person due to conference rooms and high-density files.		X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline?	X		
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	X		
2.	<u>Capital</u>			
A	Is it a substantial net County cost (NCC) program? 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 C (aka "Space Search")?	X		
G	Was build-to-suit or capital project considered? ² County already occupies facility and a capital project was not considered.		X	
3.	<u>Portfolio Management</u>			
A	Did department utilize CEO 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? ²	X		
D	Why was this program not co-located?			X
	1. ___ The program clientele requires a "stand alone" facility.			
	2. <u>X</u> No suitable County occupied properties in project area.			
	3. ___ 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?	X		
F	Has growth projection been considered in space request?			X
G	Has the Dept. of Public Works completed seismic review/approval? ¹	X		
¹ As approved by the Board of Supervisors 11/17/98				
² If not, why not?				

COMPARISON OF PROPOSED LEASE AMENDMENT AND EXISTING LEASE

215 N. Marengo Ave., Pasadena	Existing Lease	Proposed lease amendment	Change
Area (Square Feet)	4,234	4,234	None
Term (years)	Five years (5/12/2008-5/13/2013) currently on month-to- month holdover	Seven years	+2 years
Annual Base Rent	\$161,504 (\$38.14 sq. ft. annually)	\$144,803 (\$34.20 sq. ft. annually)	-\$16,701
Annual Parking Cost (14 spaces)	\$14,616 (\$3.45 sq. ft. annually)	\$17,040 (\$4.02 sq. ft. annually)	+\$2,424
Cancellation	County after 3 years with 90 days' notice	County after 5 years with 180 days' notice	+2 years; +90 days notice
Rental adjustment	Annual CPI increases capped at 4 percent	Annual CPI increases capped at 3 percent	-1 percent

**DISTRICT ATTORNEY
SPACE SEARCH – THREE-MILE RADIUS**

LACO	Name	Address	Ownership	Gross Sq. Ft.	Available Sq. Ft.
0122	Thomas A. Tidemanson Building - Annex Building	417 S Date Ave Alhambra 91803, 900 S Fremont Ave Alhambra 91803	Financed	43500	NONE
5883	Alhambra Courthouse	150 W Commonwealth Ave Alhambra 91801	CA - Courts	111727	NONE
A450	Alternate Public Defender - Alhambra Office	1611 S Garfield Ave Alhambra 91801	Leased	3000	NONE
A469	The Alhambra Complex - West Tower	1000 S Fremont Ave Alhambra 91803	Leased	15206	NONE
A471	The Alhambra Complex - East Tower	1000 S Fremont Ave Alhambra 91803	Leased	148447	NONE
A472	The Alhambra Complex - Sheriff's Storage Building	1000 S Fremont Ave Alhambra 91803	Leased	8240	NONE
A473	Alhambra Complex	1000 S Fremont Ave Alhambra 91803	Leased	3774	NONE
A539	Mental Health - Court Program Offices	1499 Huntington Dr. S. Pasadena 91030	Leased	4210	NONE
B382	Mental Health - Northeast Family M H Services	5321 Via Marisol Rd Los Angeles 90042	Leased	9135	NONE
X327	PRE-RELEASE CENTER AB109	200 W Woodward Ave Alhambra 91801	Owned	11273	NONE
X900	Thomas A. Tidemanson Public Works Building	900 S Fremont Ave Alhambra 91803	Financed	536168	NONE
X901	Community Development & Housing Authority Headquarters	700 W Main St. Alhambra 91801	CDC	118265	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed sublease renewal: Lease amendment for the District Attorney office at 215 North Marengo Avenue, Pasadena – Fifth Supervisorial District.

A. Establish Service Function Category – Regional and local public service function.

B. Determination of the Service Area – The proposed lease amendment will provide a lease extension for the existing DA program located within Service Planning Area 3.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continuing need for existing operation in the greater SPA 3 region in support of the DA Juvenile Services' office.
- Need for proximity to existing County facilities: Close to Pasadena Courthouse.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The facility is located near the 110 and 210 freeways, the Gold line public transit as well as local bus routes.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet the Department's needs. This office works closely with Pasadena Courthouse functions and been in continuous use since May 2008.
- Compatibility with local land use plans: The site is currently zoned commercial and the current use as office space is consistent with the building's use and zoning and not in conflict with the goals and policies of the City of Pasadena. A notification letter has been sent pursuant to Government Code Section 25351.
- Estimated acquisition/construction and ongoing operational costs: The amended annual base rental cost of \$144,803 will be subject to ongoing annual increases based on CPI capped at 3 percent for the extension term, plus annual parking cost of \$17,040 for a total of \$161,843.

D. Analyze results and identify location alternatives

Based upon the space and service needs of the DA, CEO surveyed the service area and was unable to identify any other alternative sites in the surveyed area that could accommodate this same requirement.

Based upon a review of available industry data, CEO has established that the annual rental range for similar office space is between \$31.80 and \$44 per square foot per year on a full-service gross basis. Thus, the base annual rent of \$38.22 full-service gross for the proposed office space, including parking, represents a rate within the market range for the area. Attachment C shows all County-owned and leased facilities within the surrounding service area and there are no County-owned or leased facilities available for the program.

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

The existing facility provides proper accommodations for the DA's Juvenile program within the indicated service area. The proposed amendment is in conformance with the Asset Management Principles, as outlined in Attachment A. The consolidation of services for the DA within the existing facility will continue to provide an appropriate location, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012.

**AMENDMENT NO. 1 TO COUNTY LEASE NO. 76545
215 N. MARENGO AVENUE, PASADENA**

This Amendment No. 1 to Lease No. 76545 ("Amendment No. 1" or "Amendment") is made and entered into this _____ day of _____, 2019, by and between CORNICHE CORPORATION, a California corporation, hereinafter referred to as "Landlord" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "Tenant".

RECITALS:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated May 6th, 2008 ("Lease No. 76545", hereinafter referred to as the "Lease") for approximately 4,234 rentable square feet in a building at 215 North Marengo Avenue, Pasadena, California (the "Premises"), for a term of five (5) years;

WHEREAS, the original ten (10) year Term of the Lease expired on May 7th, 2013 and the Lease continues in Holdover on a month-to-month basis;

WHEREAS, Landlord and Tenant desire to amend the Lease for the purpose of extending the Term of the Lease, adjusting the rent, and effectuating certain improvements; and

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, and the rents, covenants and agreements hereinafter contained, Landlord and Tenant hereby covenant and agree to amend the Lease as follows:

1. EXTENSION OF THE TERM. Landlord and Tenant acknowledge that the Tenant's original term of the Lease for the Premises expired on May 7, 2013, and that the Lease is currently valid and in Holdover, as allowed under Section 7 of the Lease, on a month-to-month Term. Notwithstanding anything to the contrary in the Lease, Section 1.1(g) of the Lease is hereby amended to extend the Lease term for an additional seven (7) years commencing upon the Effective Date of this Amendment No. 1 (the "Extension Commencement Date") and terminating seven (7) years thereafter, ("Lease Expiration Date"), subject to earlier termination as provided in the Lease, as hereby amended. The period of time commencing on the Extension Commencement Date and terminating on the Lease Expiration Date shall be referred herein as the "Extension Term".

2. BASE RENT. As of the Extension Commencement Date, the Base Rent as set forth in Section 1.1(i) of the Lease is amended to Twelve Thousand Sixty-six Dollars and 90/100 (\$12,066.90) per month, i.e., \$2.85 per square foot per month, plus parking for six (6) spaces and eight (8) tandem spaces at \$1,420 per month for a total of \$13,486.90. Base Rent for office space only shall be subject to the following annual Rental Adjustment:

(a) Rent Adjustment. At the beginning of the 13th month of the Extension Term (the "Rent Adjustment Date") and on every anniversary of the Adjustment Date thereafter, Base Rent shall be adjusted by applying the CPI Formula set forth below. The "Base Index" shall be the Index published for the month the Extension Term commences.

(b) CPI Formula. The Base Index means the Consumer Price Index for all Urban Consumers for the Los Angeles-Long Beach-Anaheim, CA area, all items published by the United States Department of Labor, Bureau of Labor Statistics (1982-84=100). The

"CPI Formula" means Base Rent multiplied by a fraction, the numerator being the Base Index published for the month immediately preceding the month the adjustment is to be effective, and the denominator being the Base Index. If the Index is changed so that the Base Index differs from that used as of the Commencement Date of the Lease, the Base Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics.

If the Base Index is discontinued or revised during the Term of this Lease, 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:

$$\frac{\text{New Base Index}}{[\text{Base Index}]} \times \$12,066.90 \text{ (Base Rent)} = \text{New Monthly Base Rent}$$

(d) Limitations on CPI Adjustment. In no event shall the monthly Base Rent adjustment based upon the CPI Formula result in an annual increase more than three percent (3%) per year of the Base Rent of \$12,066.90 (i.e. not more than \$362.01 per month, per annual adjustment). In no event shall the monthly rent be adjusted by the CPI Formula to result in a lower monthly Base Rent than was payable during the previous year.

3. EARLY TERMINATION NOTICE DATE. Notwithstanding anything to the contrary in the Lease, Section 1.1(g) is hereby amended to replace "Commencement Date" with "Extension Commencement Date" and Section 1.1(j) is hereby amended so that the new early termination date shall be any time after the 60th month with 180 days prior written notice to Landlord by Tenant.

4. TENANT IMPROVEMENTS. Notwithstanding anything to the contrary in the Lease, Section 23, Tenant Improvements is replaced in its entirety with the following:

Landlord hereby agrees to complete certain Tenant Improvements at its sole cost and expense and Tenant shall not be required to reimburse Landlord for any costs associated with the following Scope of Work:

i. Landlord shall replace the carpet in the Premises with carpet tiles based on specifications provided by the Tenant and as agreed upon between Landlord and Tenant.

ii. Landlord shall paint the Premises in cooperation with the Tenant and its assigned representatives.

Lessor, within thirty (30) days after receipt of a duly executed copy of this Amendment No. 1, shall promptly engage in the scheduling and completion of the aforementioned Scope of Work.

The Tenant Improvements must be completed in accordance with all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. Any non-Tenant Improvement work, including construction and installation, that Landlord must undertake to obtain related necessary jurisdictional approvals, if applicable, shall be at Landlord's sole cost and expense.

IN WITNESS WHEREOF, the Landlord's duly authorized representative, and Tenant's duly authorized representative, have executed this Amendment No. 1 to Lease No. 76545 or caused it to be executed, on the Effective Date first above written.

LANDLORD:

CORNICHE CORPORATION,
a California corporation

By: 

Name: LAN LUONG

Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body politic and corporate

SACHI A. HAMAI
Chief Executive Officer

By: _____

David P. Howard
Assistant Chief Executive Officer

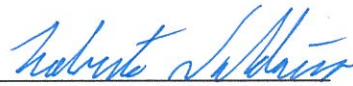
ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: 
Deputy