

SACHI A. HAMAI 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"

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December 08, 2015

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012 BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

7 December 8, 2015

mur PATRICK OGAWA

ACTING EXECUTIVE OFFICER

Dear Supervisors:

#### LEASE AMENDMENT DEPARTMENT OF CHILDREN AND FAMILY SERVICES 532 EAST COLORADO BOULEVARD, PASADENA (FIFTH DISTRICT) (3 VOTES)

# SUBJECT

A five-year lease amendment for 75,235 rentable square feet of office space, and 376 on-site parking spaces in an adjacent parking structure for the Department of Children and Family Services.

# IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed 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 the Board of Supervisors, per Section 15301 of the State of California Environmental Quality Act Guidelines (Existing Facilities).

2. Approve and instruct the Chairwoman to sign the five-year lease amendment with M&A GABAEE, a California Limited Partnership. The amendment will be effective upon the Board of Supervisors' approval, and will provide the Department of Children and Family Services about 75,235 square feet of office space, and 376 on-site parking spaces at 532 East Colorado Boulevard, Pasadena, for a maximum first year rental cost of \$2,121,744. The rental costs are 69 percent funded by federal and State revenue, and 31 percent net County cost.

3. Authorize the Chief Executive Officer and the Director of Children and Family Services to implement the lease amendment, effective upon approval by the Board of Supervisors.

# PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Department of Children and Family Services (DCFS) has occupied the subject facility since November 1999, and has been on a holdover basis at this site since February 18, 2015. This facility is the DCFS Pasadena Regional Office that provides comprehensive and direct child protection services. The primary goal of DCFS is to maintain the family unit, however, when this is not possible, the secondary goal is to reduce the timeline to permanency for children in their care, and the reliance on out-of-home care. The facility houses DCFS' Adoption units that are responsible for case management, which involves assessing the child's adoptability in finalizing a child's adoption. The facility also houses DCFS' Revenue Enhancement units, which provide support to social workers by assisting in finding placements for children who must be assigned to out-of-home care, as well as other smaller units that are designed to enhance direct services to children and families, which include Family Group/Team Decision-Making, and the Department of Mental Health/DCFS collaboration, which provide mental health assessment for foster care children. Renewing the lease will provide continuity of services for DCFS and its clients at this location.

The proposed lease amendment will allow for the uninterrupted delivery of programs to the target participants in the Pasadena area of Los Angeles County. A five-year lease amendment is recommended due to the on-going need for these programs in these communities.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1) directs that we maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services; and the Goal of Community Support and Responsiveness (Goal 2) directs that we enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges. The proposed lease amendment supports these goals with a facility that provides continued use of space for this DCFS Regional Office that supplies support to children and their families. The proposed amendment is in conformance with the Asset Management Principles as outlined in Attachment A.

# **FISCAL IMPACT/FINANCING**

The annual maximum first year rental cost is \$2,121,744, amounting to approximately \$10,608,720 over the term of the lease amendment. Sufficient funds for the proposed lease amendment are included in the Fiscal Year (FY) 2015-16 Rent Expense Budget, and will be charged back to DCFS. The lease costs are 69 percent funded by federal and State revenue, and 31 percent net County cost. Attachment B is an overview of the proposed lease amendment costs.

# FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed amendment to the full-service gross lease will provide DCFS with approximately 75,235 square feet of office space, and 376 on-site parking spaces included in the base rent. The amendment includes the following provisions:

• A five-year term that will commence upon approval by the Board of Supervisors.

The Honorable Board of Supervisors 12/8/2015 Page 3

• M&A Gabaee, a California Limited Partnership (Lessor) will provide premises upgrades, including flooring replacement in the main lobby entrance, at the building entrance and stairwell area, painting of exterior of the building, and rebalancing of the HVAC system, pest control, and ADA updates, at nc additional cost to the County.

• The County will have the right to cancel the lease at, or any time after the 36th month of the lease term upon 180 days prior written notice.

• The initial annual base rent will be subject to an annual Consumer Price Index (CPI) capped at a maximum of 4 percent of the base year rent (\$4,657.24), as negotiated with the Lessor.

The Chief Executive Office (CEO), Real Estate Division staff surveyed the immediate area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Based upon the survey, staff has established that the annual rental range for similar space is between \$27 and \$32 per square foot on a full-service gross basis, including parking. Therefore, the proposed annual rental rate of \$28.20, including parking, is well within the range of the full-service gross market rates for this area. Attachment C shows all County-owned and leased facilities within a five-mile radius of the subject facility, and there are no suitable County-owned or leased facilities available for the program.

Notification letters have been sent pursuant to Government Code Sections 25351 and 65402. Additionally, a childcare facility is not feasible for the department at the proposed leased premises.

DCFS programs are most effective when located in the same geographic area as their consumers, providers, and stakeholders. The existing DCFS facility will continue to provide a central location 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 CEO concluded that this project is exempt from the California Environmental Quality Act (CEQA) as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board of Supervisors, and Section 15301 of the State CEQA Guidelines (Existing Facilities).

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

It is the finding of the CEO that the proposed lease amendment will allow DCFS to provide uninterrupted programs and services from the subject facility. DCFS concurs with this recommendation. The Honorable Board of Supervisors 12/8/2015 Page 4

#### **CONCLUSION**

It is requested that the Executive Office, Board of Supervisors, return two originals of the executed lease amendment, the adopted stamped Board letter, and two certified copies of the Minute Order, to the CEO, Real Estate Division, 222 South Hill Street, Fourth Floor, Los Angeles, CA 90012.

Respectfully submitted,

Jun Jones for

SACHI A. HAMAI Chief Executive Officer

SAH:TT:CMM TS:gw

Enclosures

c: Executive Office, Board of Supervisors County Counsel Auditor-Controller Children and Family Services

#### DEPARTMENT OF CHILDREN AND FAMILY SERVICES 532 E. COLORADO BOULEVARD, PASADENA

		Asset Management Principles Compliance Form <sup>1</sup>										
1.	00	cupancy	Yes	No	N/A							
	A	Does lease consolidate administrative functions? <sup>2</sup>			X							
	в	Does lease co-locate with other functions to better serve clients? <sup>2</sup>			x							
	С	Does this lease centralize business support functions? <sup>2</sup>			x							
	D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup>	x x buy?									
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup>	x									
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? <sup>2</sup>	x									
2.	Ca	<u>pital</u>										
	A	Is it a substantial net County cost (NCC) program? 69% State and federal subvention and 31 NCC.		x								
	в	Is this a long term County program?	x									
	С	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?		х								
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X							
	F	Is Building Description Report attached as Attachment C?	X									
	G	Was build-to-suit or capital project considered? <sup>2</sup>			x							
•	Portfolio Management											
	А	Did department utilize CEO Space Request Evaluation (SRE)?	X									
	В	Was the space need justified?	x									
	С	If a renewal lease, was co-location with other County departments considered?			x							
	D	Why was this program not co-located?										
	ļ	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.										
	Е	ls lease a full service lease? <sup>2</sup> .	x	_								
	F	Has growth projection been considered in space request?		х								
	G	Has the Dept. of Public Works completed seismic review/approval?	x									
		<sup>1</sup> As approved by the Board of Supervisors 11/17/98										
		<sup>2</sup> If not, why not?										

# Asset Management Principles Compliance Form<sup>1</sup>

#### FISCAL IMPACT/FINANCING OVERVIEW OF PROPOSED LEASE

532 EAST COLORADO BOULEVARD	EXISTING LEASE	PROPOSED AMENDMENT	CHANGE
Area (square feet)	75,235	75,235	None
Term	Five years 02/16/10-02/15/2015 Month to Month 02/16/15	Five years	+Five years
Annual Base Rent	\$2,145,549	\$2,121,744	-\$23,805
Cancellation	Any time upon 120 days prior written notice	Any time after 36 months upon 180 days prior written notice	Any time after 36 months upon 180 days prior written notice
Parking (included in rent)	376 on-site parking spaces	376 on-site parking spaces	None
Option to Renew	One five-year option	Option exercised	No remaining options
Annual Base Rental Adjustment	CPI increase capped at 4 percent of base year rent	CPI increase capped at 4 percent of base year rent.	None

ATTACHMENT C

## SPACE SEARCH, FIVE MILES OF 532 EAST COLORADO BOULEVARD, PASADENA DEPARTMENT OF CHILDREN AND FAMILY SERVICES

Laco	Facility Name	Address	Distance in Miles	Gross SQFT	Net SQFT	Vacant SQFT	
5397	PASADENA COURTHOUSE	300 E WALNUT ST, PASADENA 91 101	0.5	193,054	126,899	NONE	
T416	PASADENA COURTHOUSE- TRAILER (DAY ONE, NC)	300 E WALNUT ST, PASADENA 91 101	0.5	1 500	1 425	NONE	
A043	DA-JUVENILE/BD OF SUPERVISOR- THE WALNUT PLAZA	215 N MARENGO AVE, PASADENA 91101-1505	0.6	5,784	5,160	NONE	
A215	ALT PUBLIC DEFENDER- PASADENA OFFICE	221 E WALNUT ST, PASADENA 91101	0.6	3,200	2,960	NONE	
D465	DPSS-PASADENA AP DISTRICT OFFICE	955 N LAKE AVE, PASADENA 911 04	1.5	36,224	25,372	NONE	
A567	DCFS - F.I.L.P. (PASADENA ALUM SUP CTR/TRC)	1395 E ORANGE GROVE BLVD, PASADENA	1.8	200	190	NONE	
X703	DCSS-ALTADENA COMMUNITY CENTER	730 E ALTADENA DR, ALTADENA 91001	3.6	7,200	5,541	NONE	
Y361	DCSS-ALTADENA SENIOR CENTER	SS-ALTADENA SENIOR CENTER 560 E MARIPOSA ST, ALTADENA 91001		17,071	6,079	NONE	
X327	PROBATION-CENTRAL 200 W WOODWARD AVE, ALHAMBRA 91801		3.8	1 1, 273	7,360	NONE	
A539	MENTAL HEALTH-COURT PROGRAM OFFICES	1499 HUNTINGTON DR, SOUTH PASADENA 91030	3.9	4,210	4,000	NONE	
X194	PW EATON YARD-MAINTENANCE OFFICE	281 1 WOODLYN RD, PASADENA 91107	4.1	2,816	2,534	NONE	
5883	ALHAMBRA COURTHOUSE	150 W COMMONWEALTH AVE, ALHAMBRA 91801	4.2	99,123	65,494	NONE	
4663	LOMA ALTA-RECREATION BUILDING ANNEX	3330 N LINCOLN AVE, ALTADENA 91001	4.7	4,271	259	NONE	
F359	PW FLOOD-EATON YARD OFFICE	2986 E NEW YORK DR, PASADENA 91104	4.9	4,1 30	3,71 7	NONE	
F367	PW FLOOD-EATON YARD OFFICE	2986 E NEW YORK DR, PASADENA 91104	4.9	2,880	2,592	NONE	
0901	DHS-ALHAMBRA HEALTH CENTER	612 W SHORB ST, ALHAMBRA 91803	5.1	25,344	14,292	NONE	

## FACILITY LOCATION POLICY ANALYSIS

**Proposed Lease:** A five-year lease amendment for the Department of Children and Family Services (DCFS) -532 East Colorado Boulevard, Pasadena -5th District - Option to cancel after the 36<sup>th</sup> month.

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

#### **B.** Determination of the Service Area

DCFS has occupied the subject facility since November 1999, and has been on holdover at this site since February 18, 2015. This facility is the DCFS Pasadena Regional Office that provides comprehensive and direct child protection services. The primary goal of DCFS is to maintain the family unit, however, when this is not possible, the secondary goal is to reduce the timeline to permanency for children in their care and the reliance on out-of-home care. The facility houses DCFS' Adoption units which are responsible for case management which involves assessing the child's adoptability in finalizing a child's adoption, DCFS' Revenue Enhancement units which provide support to the social workers by assisting in finding placements for children who must be assigned to out-of-home care and there are smaller units that are designed to enhance direct services to children and families which include, Family Group/Team Decision Making and the Department of Mental Health/Children's Services who provide mental health assessment for foster care children.

The proposed amendment will allow for the uninterrupted delivery of programs to the target participants in the Pasadena area of Los Angeles County.

#### C. Apply Location Selection Criteria to Service Area Data

- <u>Need for proximity to service area and population</u>: DCFS programs are most effective when located in the same geographic area as its consumers, providers, and stakeholders.
- Need for proximity to existing County facilities: N/A
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- <u>Proximity to public transportation</u>: The location is just east of Arroyo Parkway, is adequately served by transit services, and is within very close proximity to the Interstate 101 and 5 freeways.

- <u>Availability of affordable housing for County employees</u>: The surrounding area provides affordable rental opportunities.
- Use of historic buildings: N/A
- <u>Availability and compatibility of existing buildings</u>: There are no existing County buildings available to meet the Department's service needs.
- <u>Compatibility with local land use plans</u>: Notification letters have been sent to the City of Los Angeles pursuant to Government Code Sections 25351 and 65402. The Department of Public Works inspected the facility and found it suitable for County occupancy.
- Estimated acquisition/construction and ongoing operational costs: The annual maximum first year rental cost is \$2,145,549. The Lessor will remain responsible for all operating costs associated with the County's occupancy pursuant to the lease.

Sufficient funds for the proposed lease are included in the Fiscal Year (FY) 2015-16 Rent Expense Budget and will be charged back to DPSS. The lease costs are 69 percent funded by federal and State revenue and 31 percent net County cost.

#### D. Analyze results and identify location alternatives

Based upon the space and service needs of DCFS, CEO Real Estate Division staff surveyed the immediate area to determine the availability of comparable and more economical sites. Staff was unable to identify any sites in the surveyed area that could accommodate this requirement more economically. Based upon the survey, staff has established that the annual rental range for similar space is between \$27.00 and \$32.00 per square foot on a full-service gross basis, including parking. Therefore, the proposed annual rental rate of \$28.52, including parking, is well within the range of the full-service gross market rates for this area. Attachment C shows all County-owned and leased facilities within a five-mile radius of the subject facility and there are no suitable 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

DCFS is unable to pursue alternate space of similar cost within proximity to the service population, and there are no other suitable alternatives in the vicinity. The existing DCFS facility will continue to provide a location consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012.

#### AMENDMENT NO. 1 TO LEASE NO. 72116 DEPARTMENT OF CHILDREN AND FAMILY SERVICES 532 E COLORADO BOULEVARD, PASADENA

This Amendment No.1 to Lease No. 72116 ("Amendment" or "Amendment No. 1") is made and entered into this <u>-8th</u> day of <u>December</u>, 2015 by and between M&A Gabaee, a California Limited Partnership, hereafter referred to as "Lessor" and COUNTY OF LOS ANGELES, a body politic and corporate, hereinafter referred to as "Lessee".

#### RECITALS:

WHEREAS, Lessor and Lessee entered into Lease No. 72116 which commenced on November 20, 1999, pursuant to which Lessor leased to Lessee those certain premises ("Premises") located in the Building at 532 E Colorado Boulevard, Pasadena, ("Building") more particularly described as approximately 75,235 rentable square feet of office space consisting of the Floors 2 through 8 of the Building; and

WHEREAS, the Lease was renewed for a five-year term commencing on February 16, 2010 and expired on February 15, 2015 and Lessee currently occupies the Premises on a month-to-month holdover, and

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 that the following amendments are effective upon the date first above written:

1. Article 2a. of the Lease is hereby deleted and the following inserted in substitution thereof:

(A) <u>TERM</u>: The term of the Lease pursuant to Amendment No. 1 shall be for a period of five (5) years, beginning on the first day of the first calendar month following an execution of Amendment No. 1 by the Board of Supervisors and ending sixty (60) months thereafter (the "Extended Term").

2. Article 3 of the Lease is hereby deleted and the following inserted in substitution thereof:

<u>RENT:</u> Lessee hereby agrees to pay as rent for the Premises during the term hereof the sum of One Hundred Seventy-Six Thousand Eight Hundred eleven and 62/100 Dollars (\$176,811.62) per month or \$2.35 per rentable square foot per month. Lessee shall pay Lessor all rent and other payments due to Lessor hereunder (including, without limitation, rent during the Term hereof, within fifteen (15) days after a claim therefor for each such month has been filed by Lessor with the Auditor of the County of Los Angeles (the "County") prior to the first day of each month. Rent for any partial month shall be prorated in proportion to the number of days in such month.

Commencing on the first calendar anniversary of the commencement of the Extended Term, and on each calendar anniversary thereafter, the monthly rent as set forth above shall be increased in accordance with the provisions of Article 18 of the Lease using \$116,431.00 as the monthly base rent number when calculating the annual adjustment. In addition, the new base index shall be the index published for the month the lease commences, and the new maximum increase shall be \$5,217.06 per month.

3. Article 2 of the Lease is hereby amended and the following inserted thereof:

<u>CANCELLATION OF LEASE</u>: Lessee shall have the right to cancel this Lease at any time after the thirty-sixth (36<sup>th</sup>) month of the Extended Term by giving Lessor one hundred eighty (180) days prior notice, by letter from Lessee's Chief Executive Office ("CEO") of its intention to cancel.

4. Article 4 of the Lease is hereby amended by adding the following:

"Lessee agrees to reimburse Lessor for the cost of after hours use of the HVAC beyond Normal building hours (which are 6 am to 7 pm, Monday through Friday and Saturday 7 am to 1 pm). If Lessee intends to occupy the Building on any Saturday and requires HVAC service for such occupancy, it must request Saturday HVAC from Lessor, in writing, at least two (2) business days in advance with the hours requested. The reimbursement by Lessee shall be paid as additional rent and shall be billed monthly in arrears by the Lessor. The hourly rate shall be billed at \$50 per hour, plus the cost of labor to change the HVAC timer, which shall be billed at the rate of \$185 per change.

5. Article 8(a) of the Lease is hereby amended by inserting the following:

"Notwithstanding any provisions of this Lease to the contrary, Lessee at its sole option, acting through the CEO, may request from Lessor, without any obligation on the part of Lessor to accept said request, to perform, supply and administer repairs, maintenance and reimburse Lessor such additional costs as an additional rent. Lessor agrees that his administrative costs will not exceed a maximum of three and one-half percent (3.5%) of the direct costs associated with such repairs, and maintenance work.

6. Article 9(E) of the Lease is hereby amended by inserting the following:

"Lessee Obligations. Without limiting Lessor's Obligations, Lessee shall, at Lessee's sole expense, be responsible for the cost of repairing any area or property negligently damaged, excluding use or acts beyond normal wear and tear, or intentionally damaged or vandalized by Lessee or Lessee's agents, employees, invitees and visitors. Such repair responsibilities shall include clearing and clean-up of sewer line back-ups, and repair of low voltage electronic, phone and data cabling and related equipment installed by, or used for the exclusive benefit of, Lessee. All repairs and replacements shall (a) be at least equal in quality, value and utility to the original work or installation; and (b) be in accordance with all laws.

7. Article 25 of the Lease is hereby deleted and in its place the following is substituted:

<u>TENANT IMPROVEMENTS</u>. Lessor will cause, at its sole cost and expense, to be constructed at the Premises, and to begin upon approval of this Lease and to be completed within eighteen (18) months, unless there are delays casused by Lessee and/or its operations at the Building/Premises, thereafter as follows:

- 1) Rebalance existing HVAC system.
- 2) Improve the Premises to include, VCT flooring removal and installation of new VCT in the stairwells and landing areas of the stairwells and within the entry lobby on the first floor.

Additionally, Lessor shall provide \$5000.00 in tenant improvements to the existing modular furniture as deemed necessary by the Lessee, shall provide interior and exterior pest control at lessors sole cost and provide ADA upgrades as outlined in the attached Exhibit "A."

Should Lessor fail to comply, except if performance caused by Lessee, with completion of tenant improvements within the above-referenced 18 month period, County may perform such duties and subtract the cost of such tenant improvements from the monthly rent.

8. Article 28 of the Lease is hereby deleted and the following inserted in substitution hereof:

<u>COMPLIANCE WITH LAW</u>Lessee shall, at Lessee'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 by Lessee. Lessor, not Lessee, shall, at its sole cost, at all times cause the Premises and the Building to comply with all applicable statutes, ordinances, rules, regulations, orders and requirements in effect and binding upon Lessee or Lessor during the term hereof, including without limitation, Titles II and III of the Americans with Disabilities Act, except to the extent such compliance is made necessary as a result of Lessee's particular use of or alterations or improvements to the Premises.

9. Articles 28 and 29 to the Lease are hereby added to the Lease as follows:

## 28. <u>LIMITATION OF AUTHORITY</u>

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. Lessor 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 Lessor may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Lease including, without limitation, any monetary ceiling established for tenant improvements or other project costs of Lessor which are subject to reimbursement by County. County shall not reimburse Lessor for any expenses which exceed this ceiling.

#### 29. IRREVOCABLE OFFER:

In consideration for the time and expense that Lessee will invest including but not limited to preliminary space planning, legal review, and preparation and noticing for presentation to the County Real Estate Management Commission (if applicable) in reliance on Lessor's covenant to lease to Lessee under the terms of this lease offer, the Lessor irrevocably promises to keep this offer open until September 29, 2015.

10. 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 Lessor 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 Chairman of said Board and attested by the Clerk thereof the day, month, and year first above written.

LESSOR

By: M&A Gabaee, a California limited Partnership Sancam Inc. It's Ceneral Partner mark Cabay, President By:

LESSEE:

COUNTY OF LOS ANGELES a body politic and corporate By:

HILDA L. SOLIS Chair, Board of Supervisors

ATTEST:

Patrick Ogawa Acting Executive Officer-Clerk of the Board of Supervisors

heeman a (h By: Deputy

APPROVED AS TO FORM: MARY C. WICKHAM

**County Counsel** 

By: Deputy



in certify that oursuant to ion 25103 of the Government Code. delivery of this document has been made.

PATRICK OGAWA Acting Executive Officer Clerk of the Board of Supervisors

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BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

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PATRICK ØGAWA ACTING EXECUTIVE OFFICER 2116 Supplement No.\_

#### EXHIBIT "A"

Projec	entification: Name: ment Name:		A426 DCFS Pasadena Field Office - Lease Renewal Children & Family Services		y: urveyor's Name: viewed By:			Original Survey Date:	
Buildin Street City & Floor N Buildin	ment Number: g Information and Address: Zip Code: Jumber: g Is Leased or Owr g Status:		110 DCFS-Pasadena (SPA 3) 532 East Colorado Blvd. Pasadena, 91101 Leased Open	Reviewer	Title: Current Total BN Total NAP Total YES	Senior Deputy, Compliance Off Barriers 0 0 0	ICET BNI NAP YES NO	Date of Review: Current Response Key Barrier Previously Not Identified Not Applicable Compliant - Barrier Removed Not Compliant - Barrier Not Removed	See Self Evaluation Plan Provides an option to refer to Self Evaluation Plan (SEP) which has or will be addressing physical barriers that exist. (Example: See SEP #15)
Ctrl		Sub Heading	Barrier	Total Barn Response		7		Current arriers (NO): 0	See Self Evaluation Plan (SEP)
	Interior Route		Objects projecting from walls with leading edges greater than 27" and less than 80" above floor surface protrude less than or equal to 4". Free-standing objects on posts or pylons overhang less than or equal to 12", greater than 27", and less than 80" above the route surface. Protruding objects not reduce clear width of route less than 36".	No	The fire extinguisher box protrudes 6" into the path of travel and is greater than 39' above the finished floor.	Recommendation The fire extinguisher box should be located so that the leading edge is less than 27 inches above the finish floor or ground and shall protrude 4 inches maximum horizontally into the circulation path	Response	Existing Condition	
0122	Sanitary Facilities	Men, Women and Children's Restrooms	Toilet paper dispensers mounted with center of roll greater than or equal to 19" above the floor, less than or equal to 9" from seat and delivery not controlled.	No	15" in front of the toilet. A billet paper dispenser is over	11B-804.7 Dispensers. Toilet paper dispensers shall be 7 inches minimum and 9 inches maximum in front of the water closet measured to the centerline of the dispenser. The outlet of the dispenser shall be below the grab bar, 19			
0128	Sanitary Facilities	Harris				Inches minimum above the finish floor and shall not be located behind grab bars. Dispensers shall not be of a type that controls delivery or that does not allow continuous paper flow.			
		Men and Women's Restroom	Geometric symbols centered on door at 60" and color and contrast distinctly different from the door. Symbol is greater than or equal to 1/4" thick.	No	67"above the finished floor.	Doorways leading to toilet rooms and bathing rooms shall be identified by a geometric symbol. The symbol shall be mounted at 58 inches minimum and 60 inches maximum above the finish floor or ground surface measured from the centerline of the symbol.			
0135	Sanitary Facility Accessories	Men and Women's Restrooms Children's Restroom	Hot water and drain pipes under lavatories insulated or otherwise configured to protect against contact and are without sharp or abrasive surfaces.	No		Water supply and drain pipes under lavatories and sinks shal be insulated or otherwise configured to protect against contact. There shall be no sharp or abrasive surfaces under lavabories and sinks.			

0140	Controls And Operating Mechanisms	Men and Women's Restroom	Highest operable part of controls, dispensers, receptacles, and other operable equipment within reach ranges 54" side and 48" front. When dispensers or receptacles located within a sanitary facility, maximum height is 40" Above Finish Floor (AFF) to highest operable part.	paper tower of spensor and 40" above the finished floor	Where towel or sanitary napkin dispensers, waxte receptacles, of other accessories are provided in to let facilities, at seast ons of each type shall be routed on an accessible route. All operable parts, including con slots, shall be 40, inches maximum above the finish face		
0175	Drinking Fountains And Water Coolers		Water fountain located within alcove or positioned not the encroach into pedestrian ways. Alcove in which have ter fountain is focated in greater than or equal to 3. "A deland 18" deep.	white an accive and it does encreach into the pedestrian path of travel	All drinking fourtains shall either be located completely within allocates positioned completely between wing wells of therwise positioned so as non-communication podestrian reverse	nin alfre eine Sage Star Britten Britten och en son an eine som eine som eine som eine som eine som eine som ei	
0228	Supplement: Bathing Facilities: Showers	Children's Room Restroom	L-shaped grab bar (or equivalent) 1 1/4" - 1 1/2" in diameter mounted 33-36" Above Finish Floor (AFF) on front and side walls. Space between bar and wall is 1 1/2". 36" min. length on control wall and 24" min. length on side wall.		A public entry shall maintain in operable working condition those features of facilities and soulpment that are required to be readily accessible to and usable by persons with disabilities, '		

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