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COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101 ceo.lacounty.gov

Chief Executive Officer

Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

April 08, 2025

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:

**THREE-YEAR LEASE AMENDMENT
DEPARTMENT OF PUBLIC HEALTH
9800 LA CIENEGA BOULEVARD, INGLEWOOD
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed three-year lease amendment to renew an existing lease to provide the Department of Public Health (DPH) continued use of 4,854 square feet of office space and 27 on-site parking spaces for the Environmental Health Program (EHP).

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 lease amendment with 9800 La Cienega, LLC, a California limited liability company (Landlord), for approximately 4,854 square feet of office space and 27 on-site parking spaces located at 9800 La Cienega Boulevard, Suite 850, Inglewood (Premises) to be occupied by DPH. The estimated maximum first year base rental cost is \$146,000, but with a one-month rent abatement of about \$13,000, will equal \$133,000. The estimated total proposed lease amendment cost, including parking, is \$566,000 over the three-year term. The rental costs will be funded 100 percent by revenue generated from license and permit fees that is already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

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 to take actions necessary and appropriate to implement the proposed lease amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DPH has been located at the Premises since June 2012 and has been in holdover since its lease expiration on March 9, 2025, with a 25 percent holdover fee. DPH uses the Premises for its EHP, which provides direct services to Inglewood and surrounding cities. District surveillance and enforcement staff inspect retail food facilities, multiple family dwellings with five or more units, temporary events, and holds compliance reviews. The Premises will serve as a home base where staff can process paperwork, hold meetings, conduct compliance reviews, and provide the public with essential services in a timely manner. EHP also processes requests for the Medical Marijuana Identification Card Program.

The Premises houses 29 staff with 29 workstations. Currently, only two staff assigned to the Premises are teleworking because 95 percent of the program requires direct, in-person interaction, who service approximately ten visitors per day. DPH is currently considering consolidating multiple leases and plans to relocate EHP to another more centralized site. The proposed lease amendment allows EHP to remain in the Premises while DPH finalizes its plans to find a suitable replacement site to secure and build out. Upon completion of the build-out of the replacement site and expiration of the proposed lease amendment, DPH will vacate the Premises.

The current Premises continues to meet DPH's space needs, provides adequate parking for both staff and visitors, and is in proximity to local public transportation routes. DPH would like to remain in the current Premises in anticipation of the proposed consolidation and relocation.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 3 – “Realize Tomorrow’s Government Today” ensures we provide an increasingly dynamic and complex environment, challenges collective abilities to respond to public needs and expectations. LA County is an innovative, flexible, effective, and transparent partner focused on advancing the common good & being fiscally responsible.

The proposed lease amendment is also consistent with the Strategic Asset Management Goal – Create countywide understanding of asset needs and priorities and Key Objective No. 3 – Guide Strategic Decision-Making.

The proposed lease amendment supports the above goals and objective by enabling DPH to productively respond to citizen complaints, enhance the timeliness and convenience of services without having the public travel too far to obtain services. The Premises will enhance the quality and productivity of the County workforce by providing local offices for staff, which will allow quicker response to the growing number of food facility and housing complaints in the area. Localizing public health service will assure a more efficient and effective use of staff and client’s time.

The proposed lease amendment conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

The estimated maximum first year base rental cost is \$146,000, but with a one-month rent abatement of about \$13,000, will equal \$133,000. The aggregate cost associated with the proposed lease amendment over the entire term, including parking is \$566,000, as shown in Enclosure B-1. The proposed lease amendment costs will be funded 100 percent by revenue generated from license and permit fees that is already included in DPH's existing budget. DPH will not be requesting additional net County cost for this action.

Sufficient funding to cover the proposed rent for the first year of the proposed lease amendment term is included in the Fiscal Year 2024-25 Rent Expense budget and will be billed back to DPH. DPH has sufficient funding in its Fiscal Year 2024-25 Operating Budget to cover the proposed rent for the first year. Future funding for the costs associated with the proposed lease amendment will be addressed through the annual budget process for DPH.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

- Upon commencement of the proposed lease amendment, the annual rental rate will decrease from \$33.69 per square foot, per year to \$30 per square foot, per year. Base rent is subject to fixed annual increases of three percent.
- The Landlord has agreed to one month of rent abatement.
- The Landlord will provide rent credit of approximately \$3,400 per month for every month the County has been in holdover since March 10, 2025, which will reimburse the County for the holdover fees paid through the revised commencement date.
- The Landlord, at its sole cost and expense, will repaint the entire Premises, replace carpet throughout the Premises, and install a water filling station.
- The Landlord is responsible for all operating and maintenance costs of the building, and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The current parking rate will remain the same at ten parking spaces at \$110 per parking space per month; nine parking spaces at \$132 per parking space per month; and eight parking spaces at \$143 per parking space per month, for a total of 27 parking spaces.
- A comparison of the existing lease and proposed lease amendment terms is shown in Enclosure B-2. The proposed lease amendment is for a three-year term with no options to renew.
- The County does not have the right to terminate the proposed lease amendment early.
- Holdover at the proposed lease amendment expiration is permitted on the same amendment terms and conditions except the monthly base rent during the holdover period will increase by 25 percent of the base rent at the time of the proposed lease amendment for the first 12 months and thereafter will increase by 50 percent of the base rent.

- The proposed lease amendment will be effective upon approval by the Board and full execution of the proposed lease amendment.

The Chief Executive Office conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.80 and \$47.40 per square foot, per year. The base annual rental rate of \$30 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area and is a reduction from the current rental rate. Further, due to plans for a proposed consolidation and relocation, it makes sense to remain in this space for the short term until it is time to relocate. We recommend the Premises as the most suitable location to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the public facing services provided by DPH at this location.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works has inspected this facility and found it suitable for the County's occupancy. The required notification letter to the City of Inglewood has been sent in accordance with Government Code Section 25351.

County Counsel has reviewed the proposed lease amendment and approved it as to form. The proposed lease amendment is authorized by Government Code Section 25351, which allows the County to enter into leases and agreements for the leasing of buildings, as necessary, to carry out the work of the county government.

The proposed lease amendment will continue to provide a suitable location for the DPH's program, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed lease amendment, which involves the leasing of existing office space with minor tenant improvements within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and 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 project records, 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 and with the State Clearinghouse in the Office of Land Use and Climate Innovation in accordance with section 21152 (a) of the California Public Resources Code and will be posted to the County's website, pursuant to section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed lease amendment will adequately provide the necessary office space and parking for this County requirement. DPH concurs with the proposed lease amendment and recommendations.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Fesia A. Davenport". The signature is fluid and cursive, with a large initial "F" and "D".

FESIA A. DAVENPORT

Chief Executive Officer

FAD:JMN:JTC

JLC:HD:ANR:OM:gb

Enclosures

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

**DEPARTMENT OF PUBLIC HEALTH
9800 LA CIENEGA BOULEVARD, SUITE 850, INGLEWOOD**

Asset Management Principles Compliance Form¹

1.	<u>Occupancy</u>	Yes	No	N/A
A	Does lease consolidate administrative functions? ²			X
B	Does lease co-locate with other functions to better serve clients? ²			X
C	Does this lease centralize business support functions? ²	X		
D	Does this lease meet the guideline of 200 sq. ft. of space per person? ² Based on 29 staff there is approximately 167 SF per person due to the need for hearing room, lobby, and other ancillary functions		X	
E	Does amendment meet the 4/1000 sq. ft. parking ratio guideline? ² Based on 27 parking spaces, parking ratio is 5.6/1,000 SF		X	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>			
A.	Is it a substantial net County cost (NCC) program?		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 Enclosure C?	X		
G	Was build-to-suit or capital project considered? ² This is a small program located in a multi-tenanted building		X	
3.	<u>Portfolio Management</u>			
A	Did department use 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?			X
D	Why was this program not co-located with other County departments?			
	1. ___ The program clientele requires a "stand alone" facility.			
	2. ___ No suitable County occupied properties in project area.			
	3. <u>X</u> 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? ²	X		
F	Has growth projection been considered in space request?		X	
G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As adopted by the Board of Supervisors 11/17/98				
² If not, why not?				

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS

**9800 LA CIENEGA BOULEVARD, INGLEWOOD
DEPARTMENT OF PUBLIC HEALTH**

Basic Lease Assumptions

Leased Area (sq.ft.)	4,854	
Parking Spaces	Monthly	Annual
10 spaces at prevailing market rate	\$110	\$13,200
9 spaces at 20% increases of prevailing market rate	\$132	\$14,256
8 spaces at 30% increases of prevailing market rate	\$143	\$13,728
		\$41,184
	Monthly	Annual
Rent (per sq. ft.)	\$2.50	\$30.00
Term (Months)	36	3
Rent Abatement	1	
Annual Rent Adjustment	3%	

	1 st Year	2 nd Year	3 rd Year	Total 3 Year Rental Costs
Annual Base Rent Costs	\$146,000	\$151,000	\$156,000	\$453,000
Rent Abatement	(\$13,000)			(\$13,000)
Parking Costs	\$42,000	\$42,000	\$42,000	\$126,000
Total Annual Lease Costs Payable to Landlord	\$175,000	\$193,000	\$198,000	\$566,000

*Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.

COMPARISON OF THE PROPOSED LEASE AMENDMENT TO EXISTING LEASE

	Existing Lease: 9800 La Cienega Boulevard, Suite 850	Proposed Lease Amendment: 9800 La Cienega Boulevard, Suite 850	Change
Area (Square Feet)	4,854 sq.ft.	4,854 sq.ft.	None
Term (years)	Five years	Three years	Three years
Annual Base Rent ¹	\$164,000	\$146,000	-\$18,000
Annual Parking Cost	\$42,000	\$42,000	None
Total Annual Amendment Costs payable to Landlord	\$206,000	\$188,000	-\$18,000
Rental rate adjustment	Annual increases of 4 percent.	Fixed annual increases of 3 percent.	Fixed annual increases of 3 percent.

¹ Does not consider rent abatement

*All numbers are rounded up

**DEPARTMENT OF PUBLIC HEALTH
SPACE SEARCH – 3 MILE RADIUS FROM 9800 LA CIENEGA BOULEVARD, INGLEWOOD**

Property ID	Name	Address	Ownership Type	Gross SQFT	Vacant
0346	Lennox Constituent Service Center	4343 Lennox Blvd. Lennox 90304	Owned	8,261	NONE
A557	DCSS-Adult Protective Services	4300 W 120th St. Hawthorne 90250	Lease	7,500	NONE
6330	Inglewood Courthouse	1 E Regent St. Inglewood 90301	CA-Superior Courts	140,674	NONE
10243	ISD - Enterprise Data Center	444 N Nash St. El Segundo 90245	Lease	4,625	NONE
ASS1	DPSS - WFP&I & South Reg IV IHSS/Adult Services	12000 Hawthorne Blvd. Hawthorne 90250	Lease	132,996	NONE
A338	DCFS - Compton West (SPA 6)	11539 S Hawthorne Blvd. Hawthorne 90250	Lease	31,832	NONE
A378	DPSS- Airport/Westside Gain Region I Office	5200 W Century Blvd. Westchester 90045	Lease	50,147	NONE
X301	Los Angeles Airport Courthouse	11701 S La Cienega Blvd. Los Angeles 90045	CA-Superior Courts	292,000	NONE
A41S	Ag Comm/Wts & Meas - LAX Inspection Office	5600 W Century Blvd. Westchester 90045	Lease	1,079	NONE
F387	PW Flood - El Segundo Yard Office	2155 El Segundo Blvd. El Segundo 90245	Owned	1,600	NONE
0012	PW Road - Maint District 3 Office	5530 W 83rd St. Westchester 90045	Owned	1,400	NONE
0013	PW Road-Div #233/333/433 Yard Office	5530 W 83rd St. Westchester 90045	Owned	2,400	NONE
0014	PW Road- Div #233/333/433 Office/Garage	5530 W 83rd St. Westchester 90045	Owned	5,500	NONE
2527	Lennox Park - Director's Office/Comfort Station	10828 S Condon Ave. Lennox 90304	Owned	623	NONE
F222	PW Flood - 83rd St Yard Office	5520 W 83rd St. Westchester 90045	Owned	702	NONE
F224	PW Flood - 83rd St Yard Office	5520 W 83rd St. Westchester 90045	Owned	1,920	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed Lease: Lease Amendment for the Department of Public Health – 9800 La Cienega Boulevard, Suite 850, Inglewood – Second District.

A. Establish Service Function Category – Direct service program, inspections, and administrative functions.

B. Determination of the Service Area – The proposed lease amendment will allow DPH to continue their functions housed in the building and continue operations without interruption of services.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: DPH programs are most effective when located within proximity to the geographic regions they service. This location meets the service area criteria and remains in the desired area.
- Need for proximity to existing County facilities: DPH continues to collaborate with County Department partners and Board offices as necessary.
- Need for proximity to Los Angeles Civic Center: N/A
- Economic Development Potential: N/A
- Proximity to public transportation: The location is adequately served by local transit services, i.e., Metro bus 117, Metro Rail C and K Lines.
- Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: This is an existing County leased facility available to meet the Department's service needs.
- Compatibility with local land use plans: The City of Inglewood has been notified of the proposed County use which is consistent with its use and zoning for office space at this location.
- Estimated acquisition/construction and ongoing operational costs: The aggregate cost associated with the proposed lease amendment over the entire term is \$566,000.

D. Analyze results and identify location alternatives

Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$28.80 and \$47.40 per square foot, per year. The base annual rental rate of \$30 per square foot, per year for the proposed lease amendment represents a rate that is within the market range for the area and is a reduction from the current rental rate. Further, due to plans to for a proposed consolidation and relocation, it makes sense to remain in this space for the short term until it is time to relocate. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

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

The proposed lease amendment will provide adequate and efficient office space for 29 employees consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

**AMENDMENT NO. 1 TO LEASE NO. 300032
DEPARTMENT OF PUBLIC HEALTH
9800 LA CIENEGA BOULEVARD, INGLEWOOD ("BUILDING")**

THIS AMENDMENT No. 1 to Lease No. 300032 ("**Amendment**" or "**Amendment No. 1**") is made and entered into this ___ day of _____, 2025 ("**Effective Date**") by and between 9800 LA CIENEGA, LLC, a California limited liability company, hereinafter referred to as "**Landlord**", and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "**Tenant**" or "**County.**"

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated March 10, 2020 (the "**Lease**").

WHEREAS, Lease No. 300032 allows Tenant to lease an approximately 4,854 rentable square foot portion of the property commonly known as 9800 La Cienega Boulevard, Suite 850, Inglewood, CA 90301 ("**Premises**"), and;

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the Term of the Lease and to provide for certain other amendments to the Lease;

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 herein contained and intended to be legally bound hereby, Landlord and Tenant hereby covenant and agree as follows:

AGREEMENTS

1. **DEFINED TERMS.** Capitalized terms used and not otherwise defined herein shall have the same meanings ascribed to them in the Lease.

2. **TERM OF THE LEASE.**

(a) Effective as of the Effective Date, the Term of the Lease is hereby extended for an additional period of three (3) years (the "**Extended Term**"), so that the Extended Term shall commence on the first day of the first month following the Effective Date ("**Revised Commencement Date**") and expire on the day immediately before the third anniversary of the Revised Commencement Date ("**Revised Termination Date**"). All references to "**Term**" in the Lease and this Amendment shall be deemed references to the Term as extended by this Amendment and all references to "**Termination Date**" shall be deemed references to the Revised Termination Date.

(b) The parties acknowledge and agree that the Effective Date as set forth in the preamble to this Amendment shall be the date that both parties have executed and delivered this Amendment, which execution and delivery shall require the prior approval of the Los Angeles County Board of Supervisors as evidenced by the signature for such body in the signature pages of this Amendment.

3. **CONDITION OF THE PREMISES.** Tenant currently occupies the Premises and accepts the Premises conditioned on the Landlord performing the work set forth in Section 6 below and subject to Landlord's obligations and responsibilities provided for in the Lease. Tenant acknowledges that neither Landlord nor Landlord's agents have made any representation or warranty as to the condition of the Premises or Building or their suitability for Tenant's purposes. Tenant represents and warrants to Landlord that (a) its sole intended use of the Premises is for uses set forth in the Lease, (b) it does not intend to use the Premises for any other purpose, and (c) prior to executing this Amendment it has made such investigations as it deems appropriate with respect to the suitability of the Premises for its intended use and has determined that the Premises is suitable for such intended use.

4. **BASE RENT.**

(a) Effective as of the Revised Commencement Date and in addition to all other costs and expenses payable by Tenant pursuant to the Lease, Tenant shall pay the following monthly Base Rent for the Premises:

<u>Premises</u>	<u>Initial Monthly Base Rent</u>
4,854 rentable square feet	\$2.50 per square foot, full service gross. (i.e., \$12,135.00 per month)

(b) Effective as of the Revised Commencement Date, Section 5.2 of the Lease is amended in its entirety as follows:

5.2 **Base Rent Adjustments.** At the beginning of the 13th month of the Extended Term as defined in the Amendment No. 1 to Lease ("**Adjustment Date**") and on every anniversary of the Adjustment Date thereafter, monthly Base Rent shall be increased to an amount equal to 103% of the amount payable in the last month prior to each Adjustment Date as follows:

Months (Term)	Monthly Base Rent	Rate Per Rentable Square Foot
1 - 12	\$12,135.00	\$2.50
13 - 24	\$12,499.05	\$2.58
25 - 36	\$12,874.02	\$2.65

(c) Provided that Tenant shall faithfully perform all of the terms and conditions of the Lease (as amended hereby), Landlord shall abate Tenant's obligation to pay Base Rent payable with respect to the Premises for the first (1st) month following the Revised Commencement Date, for a total of one (1) month of abated Base Rent ("**Abated Base Rent**"). During such abatement period, Tenant shall still be responsible for the full payment of all of its other monetary obligations under this Lease, including, without limitation, any expenses related to Tenant's use and occupancy of the Premises.

5. **HOLDOVER CREDIT.** Notwithstanding the foregoing or any language to the contrary contained herein, Landlord agrees to credit Tenant the sum of \$3,407.10 per month for each month of holdover rent accruing from March 10, 2025 through the Revised Commencement Date and actually paid by Tenant to Landlord. Upon the Revised Commencement Date, such holdover rent credit shall be credited towards Base Rent to compensate Tenant.

6. **ADDITIONAL IMPROVEMENTS.**

(a) In consideration for Tenant entering into this Amendment, Landlord agrees to perform the following tenant improvement work in the Premises (the "**Refurbishment Work**"):

(i) Replace carpet throughout Premises including lifting any furniture, fixtures, and or equipment on the floor (provided that Tenant shall remove any computers, papers, loose items, or other personal property located on such furniture, fixtures, and/or equipment in order to assist Landlord);

(ii) Repaint throughout the Premises in accordance with County specifications; and

(iii) Install water line, fountain, filling station, or other equipment, as determined by Landlord in its reasonable discretion, to allow Tenant to dispense drinking water in the Premises.

(b) Subject to Section 6(a) of this Amendment (above), Tenant understands that the Refurbishment Work will be performed during Tenant's occupancy and use of the Premises, and may result in inconvenience to Tenant (including noise, vibration and displacement from portions of the Premises from time to time). Landlord shall provide Tenant reasonable notice, and Tenant will reasonably cooperate with Landlord's efforts to efficiently complete the Refurbishment Work by, among other things, vacating portions of the Premises from time to time to permit work to proceed, and by moving any personal property within the Premises that is necessary for the completion of the Refurbishment Work. Landlord will make reasonable efforts to minimize the inconvenience and disturbance caused by the Refurbishment Work, but is not responsible for business interruption or damage to property which results from the Refurbishment Work. Tenant hereby agrees that the performance of the Refurbishment Work shall in no way constitute a constructive eviction of Tenant or entitle Tenant to any abatement of rent payable pursuant to the Lease. So long as Landlord provides Tenant reasonable notice of its performance of the Refurbishment Work and Landlord uses reasonable efforts to minimize the inconvenience and disturbance caused by the Refurbishment Work, Landlord shall have no responsibility for, or for any reason be liable to, Tenant for any direct or indirect injury to or interference with Tenant's business arising from the performance of the Refurbishment Work, nor shall Tenant be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Premises or of Tenant's personal property or improvements resulting from the performance of the Refurbishment Work, or for any inconvenience or annoyance occasioned by the performance of the Refurbishment Work.

(c) The Refurbishment Work shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. The Premises shall comply with all applicable city, county, state, and federal building codes, regulations and ordinances required for beneficial

occupancy, including but not limited to all provisions of the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the Refurbishment Work. Particulars of the current Prevailing Wage Scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site.

7. **BROKERS**. Landlord warrants that it has dealt with only the following real estate broker(s), agent(s), and/or finder(s) in connection with this Amendment or the transaction contemplated by this Amendment: Jamison Realty, Inc. as Landlord's broker. Tenant warrants that it has dealt only with the following real estate broker(s), agent(s), and/or finder(s) in connection with this Amendment or the transaction contemplated by this Amendment: Cresa, as Tenant's broker. Landlord will pay Cresa the brokerage commission in connection with this Amendment subject to a separate agreement.

8. All terms when used herein shall have the same respective meanings as set forth in the Lease unless expressly provided otherwise in this Amendment No. 1.

9. The signatory for the Landlord covenants, warrants and guarantees that it has the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein. The signatory for the Tenant covenants, warrants and guarantees that it has the power and authority to execute this Amendment No. 1 upon the terms and conditions stated herein.


10. In the event of a conflict between the terms and conditions of this Amendment No. 1 and the terms and conditions of the Lease, the terms and conditions of this Amendment No. 1 shall prevail. All other terms and conditions contained in the Lease as amended shall remain in full force and effect.

[Signatures Next Page]

IN WITNESS WHEREOF, the Landlord's duly authorized representative has executed this Amendment No. 1 to Lease No. 300032 or caused it to be executed, the day, month and year first above written.

LANDLORD:

9800 LA CIENEGA, LLC,
a California limited liability company

By: 
Name: David Y. Lee
Its: _____

TENANT:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer

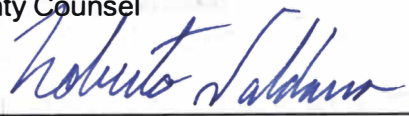
ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
of the County of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 
Senior Deputy