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Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
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ACTING CHIEF EXECUTIVE OFFICER

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

November 18, 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:

**TEN-YEAR LEASE AMENDMENT
SHERIFF'S DEPARTMENT
9100 SOUTH SEPULVEDA BOULEVARD, LOS ANGELES
(SECOND DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed ten-year lease amendment to renew an existing lease to provide the Sheriff's Department (Sheriff) continued use of 3,213 square feet of office space and 12 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 Acting Chief Executive Officer, or his designee, to execute the proposed lease amendment with Paradise Building, LLC, a California limited liability company (Landlord), for approximately 3,213 square feet of office space and 12 on-site parking spaces located at 9100 South Sepulveda Boulevard, Suite 116, Los Angeles (Premises) to be occupied by the Sheriff. This proposes a lease amendment for a term of ten years. The estimated maximum first year base rental cost is \$107,000, but with a two-month rent abatement of approximately \$18,000, will equal \$89,000. The estimated total proposed lease amendment cost, including parking, is \$1,335,000, over the ten-year term. The rental costs will be funded 100 percent by net County cost (NCC) that is already included in Sheriff's existing budget. The Sheriff will not be requesting additional NCC for this action.
3. Authorize and direct the Acting Chief Executive Officer, or his 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, including, without limitation, exercising any early termination rights or any options to extend at fair market value for an additional five years each. If these options are exercised, the total term of the proposed lease amendment will be up to 20 years.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Sheriff has occupied the Premises since February 2018 and the existing lease will expire on January 31, 2026. The Premises houses the Sheriff's Marina Del Rey Special Team (MDR-ST), which provides special law enforcement services for the unincorporated areas of Marina del Rey, Ladera Heights, Windsor Hills, and View Park. In addition, the MDR-ST works with these communities and other law enforcement agencies to address crime, serve warrants, court subpoenas, and associated law enforcement activities.

The Premises houses approximately nine staff members. The nature of the work they perform does not support teleworking. MDR-ST's daily operations require staff members to be in the office and field, and often includes interaction with the public. Due to the special equipment needed for the operations, a centralized work location is necessary and cannot be accessed remotely.

The proposed lease amendment will enable the Sheriff to remain and serve various unincorporated areas of Los Angeles County (County), avoid relocation costs, and interruption of services. The Premises is centrally located to MDR-ST's service area and is near public transportation.

The existing lease was executed by the Chief Executive Officer's designee under delegated authority provided under the County Code Section 2.08.163. This proposed lease amendment is submitted for your Board of Supervisor's (Board) approval because the base rental amount will exceed the Chief Executive Officer's authority limits established under the County Code Section 2.08.163 starting in the fourth year of the proposed term.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan North Star 2 – "Foster Vibrant and Resilient Communities" – supports that the investments in the lives of County residents are sustainable only when grounded in strong communities. LA County, with the support of a network of public/private partnering, faith-based organizations, community-based organizations, philanthropic organizations, and local governments will foster vibrant and resilient communities.

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.5 – Fund Highest Priority Needs.

The proposed lease amendment supports the above goals and objective by providing the Sheriff with adequate office space in their service area to continue to serve the community.

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 \$107,000, but with a two-month rent abatement of approximately \$18,000 will equal \$89,000. The aggregate cost associated with the proposed lease amendment over the entire term, including parking, is \$1,335,000, as shown in Enclosure B-1. The proposed lease amendment costs will be funded by 100 percent NCC that is already included in the Sheriff's existing budget. The Sheriff will not be requesting additional NCC 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 (FY) 2025-26 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its FY 2025-26 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 the Sheriff.

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 \$47.14 per square foot, per year, to \$33 per square foot, per year. Base rent is subject to fixed annual increases of 3 percent.
- The Landlord has agreed to two months of rent abatement.
- The Landlord is responsible for all operating and maintenance cost of the building and all utilities and janitorial costs. The County has no responsibility for any operating and maintenance costs.
- The annual parking rate will be \$792 per space for 12 on-site parking spaces. The Landlord is requesting payment for parking in the proposed amendment while the existing lease included parking at no additional cost. With the reduction in rent, total costs to the County, including parking, is lower under the existing lease.
- A comparison of the existing lease and the amendment terms is shown in Enclosure B-2.
- The proposed lease amendment includes a ten-year initial term with two options to extend the lease for an additional five years each, with 60 days' prior notice, at fair market rent. If all options are exercised, the total term of the proposed lease amendment would be 20 years.
- The County has the right to terminate the proposed lease amendment any time after the first 84 months of the proposed lease amendment term, with 120 days' prior written notice.
- Holdover at the proposed lease amendment expiration is permitted on the same lease terms and conditions. The monthly base rent during the holdover period will remain the same and subject to the regular increases.
- The proposed lease amendment was unanimously approved by your Board appointed Real Estate Management Commission on October 23, 2025.

- Upon approval by your Board and full execution of the proposed lease amendment, the term and rent will commence on February 1, 2026, upon expiration of the existing lease on January 31, 2026.

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 \$34.80 and \$49.20 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the Premises as the most suitable to meet the County's space requirements.

Co-working office space is not suitable for this requirement due to the sensitive and confidential nature of services provided by the Sheriff 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 Los Angeles 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 Sheriff's MDR-ST, which is consistent with the County's Facility Location Policy, adopted by your 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 your 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 your 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. The Sheriff concurs with the proposed lease amendment and recommendations.

Respectfully submitted,



Joseph M. Nicchitta
Acting Chief Executive Officer

JMN:JG:JTC
JLC:HD:ANR:KC:ns

Enclosures

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

**SHERIFF'S DEPARTMENT
9100 S SEPULVEDA BOULEVARD, LOS ANGELES**

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 9 employees it is 357 SF/person due to file storage, lockers, private meeting room, and conference room.		X		
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² The 12 spaces provide a 3.84/1000 parking ratio.		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			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. <u> X </u> The program clientele requires a "stand alone" facility.				
		2. <u> </u> No suitable County occupied properties in project area.				
		3. <u> X </u> No County-owned facilities available for the project.				
		4. <u> </u> Could not get City clearance or approval.				
	E	5. <u> </u> The Program is being co-located.				
		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?						

ENCLOSURE B-1

OVERVIEW OF THE PROPOSED BUDGETED LEASE COSTS											
9100 S. Sepulveda Blvd.											
Sheriff											
Basic Lease Assumptions											
Leased Area (sq.ft.)	3,213										
Parking Spaces	12										
Parking Cost	Monthly	Annual									
	\$66.00	\$792.00									
	Monthly	Annual									
Rent (per sq. ft.)	\$2.75	\$33.00									
Term (Months)	120	10									
Rent Abatement	2										
Annual Rent Adjustment	3%										
	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	9 th Year	10 th Year	Total 10 Year Rental Costs
Annual Base Rent Costs	\$107,000	\$111,000	\$115,000	\$119,000	\$123,000	\$127,000	\$131,000	\$135,000	\$140,000	\$145,000	\$1,253,000
Rent Abatement	(\$18,000)										(\$18,000)
Parking	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$100,000
Total Annual Lease Costs Paid to Landlord	\$99,000	\$121,000	\$125,000	\$129,000	\$133,000	\$137,000	\$141,000	\$145,000	\$150,000	\$155,000	\$1,335,000
*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: 9100 S Sepulveda Blvd., Los Angeles	Proposed Lease Amendment: 9100 S Sepulveda Blvd., Los Angeles	Change
Area (Square Feet)	3,213 sq.ft.	3,213 sq.ft.	No change.
Term (years)	8 years plus two 5-year options to renew	10 years plus two 5-year options to renew	10 years with two 5-year options to renew.
Annual Base Rent	\$152,000	\$107,000 ⁽¹⁾	-\$45,000
Annual Parking Cost for 12 parking spaces	\$0	\$10,000	+\$10,000
Total Annual Lease Costs payable to Landlord	\$152,000	\$117,000	-\$35,000 annually
Rental rate adjustment	Annual CPI adjustments capped at 5 percent with a minimum of 2 percent.	Annual fixed adjustments at 3 percent.	Annual fixed adjustments at 3 percent.

* All numbers are rounded up.

(1) Does not include two-month rent abatement in the amount of \$18,000 in the first year.

SHERIFF'S DEPARTMENT

SPACE SEARCH – 3 MILE RADIUS FROM
9100 S SEPULVEDA BOULEVARD

Property_ID	Property_Name	Address	Ownership	PropertyType	Proprietor	GrossSQFT	NetSQFT	Available
0012	PW Road - Maint District 3 Office	5530 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	1400	1260	NONE
10306	Sheriff - Detective Bureau	9100 S Sepulveda, Los Angeles, CA 90045	Leased	Multiple Use Building - Office	Sheriff	3213	3052	NONE
0014	PW Road - Div #233/333/433 Office/Garage	5530 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	5500	4950	NONE
2527	Lennox Park - Director's Office/Comfort Station	10828 S Condon Ave, Lennox, CA 90304	Owned	Multiple Use Building - Office	Parks and Recreation	623	249	NONE
6530	Lennox Park - Auxiliary/Community Building	10828 S Condon Ave, Lennox, CA 90304	Owned	Multiple Use Building - Office	Parks and Recreation	795	701	NONE
A071	PH - West District Office	6101 W Centinela Ave, Culver City, CA 90230	Leased	Multiple Use Building - Office	Public Health	8912	8466	NONE
A071	PH - West District Office	6101 W Centinela Ave, Culver City, CA 90230	Leased	Multiple Use Building - Office	Public Health	8912	8466	NONE
A242	DPSS - Medical Inglewood Office/Public Health	9800 S La Cienega Blvd, Inglewood, CA 90301	Leased	Multiple Use Building - Office	Public Social Services	9374	2147	NONE
A378	DPSS - Airport/Westside Gain Region I Office	5200 W Century Blvd, Westchester, CA 90045	Leased	Multiple Use Building - Office	Public Social Services	52054	49451	NONE
0013	PW Road - Div #233/333/433 Yard Office	5530 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	2400	2160	NONE
B006	6167 Bristol Parkway	6167 Bristol Parkway, Culver City, CA 90230	Leased	Multiple Use Building - Office	Fire Department	7950	0	NONE
10306	Sheriff - Detective Bureau	9100 S Sepulveda, Los Angeles, CA 90045	Leased	Multiple Use Building - Office	Sheriff	3213	3052	NONE
B006	6167 Bristol Parkway	6167 Bristol Parkway, Culver City, CA 90230	Leased	Multiple Use Building - Office	Fire Department	3426	3255	NONE
F224	PW Flood - 83rd St Yard Office	5520 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	1920	1824	NONE
P0000021	Edelman Mental Health Center – Culver City	5860 Uplander Way, Culver City, CA 90230	Leased	Multiple Use Building - Office	Mental Health	25199	23939	NONE
F222	PW Flood - 83rd St Yard Office	5520 W 83rd St., Westchester, CA 90045	Owned	Multiple Use Building - Office	Public Works	702	632	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease Amendment for the Sheriff's Department – 9100 S Sepulveda Boulevard – Second District.

A. Establish Service Function Category –LASD Special Team

B. Determination of the Service Area – The proposed lease amendment will allow Sheriff to continue providing services to the unincorporated areas of Marina Del Rey, Ladera Heights, and View Park.

C. Apply Location Selection Criteria to Service Area Data

- Need for proximity to service area and population: Continued need for operation in proximity to Marina Del Rey, Ladera Heights, and View Park.
- Need for proximity to existing County facilities: N/A
- 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 lines 102 and 115, Big Blue Bus route 3 and Culver CityBus route 6.
- 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: There are no alternative existing County buildings available to meet Sheriff's needs.
- Compatibility with local land use plans: The City of Los Angeles 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 \$1,335,000.

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 \$34.80 and \$49.20 per square foot, per year. The base annual rental rate of \$33 per square foot, per year for the proposed lease amendment represents a rate that is below the market range for the area. Further, relocation to a new building would require costly new tenant improvements and disrupt services. We recommend the 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 nine staff consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012.

AMENDMENT NO. 1 TO LEASE NO. 78640
SHERIFF DEPARTMENT, DETECTIVE SERVICES
9100 SEPULVEDA BLVD, SUITE 116, LOS ANGELES, CA

This AMENDMENT NO. 1 TO LEASE NO. 78640 ("Amendment No. 1") is made, entered and dated as of this _____ of _____, 2025 ("Effective Date"), by and between PARADISE BUILDING, LLC, a California limited liability company (the "Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("Tenant"), for certain premises located in that certain building located at 9100 South Sepulveda Blvd, City of Los Angeles, County of Los Angeles, State of California (the "Building").

RECITALS:

- A. Landlord and Tenant entered into that certain lease agreement dated March 21, 2017 (the "Original Lease") for the 3,213 rentable square feet located in Suite 116 of the Building ("Premises"). The Original Lease as amended by this certain Amendment No. 1 shall be collectively referred to herein as the "Lease".
- B. Landlord and Tenant desire to, among other matters, extend the Term of the Lease and desire to amend the Lease as set forth below.
- C. Unless otherwise defined herein, capitalized terms used herein shall have the meanings as defined in the Original Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and mutual covenants, promises, and conditions hereinafter contained, the parties hereby agree to amend the Lease as follows:

1. EXTENSION OF THE LEASE TERM. The Term of the Lease shall be extended by a period of ten (10) years commencing on February 1, 2026 (the "Commencement Date"), subject to mutual execution of this Amendment No. 1 and its approval by the Los Angeles County Board of Supervisors. The period commencing on the Commencement Date and terminating on January 31, 2036 shall be referred to herein as the "Amendment No. 1 Extension Term."
2. RENT. Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 5, RENT, of the Lease is hereby deleted in its entirety and following paragraph shall be added as a new paragraph 5, RENT, to the Lease:
 5. RENT. Tenant agrees to pay as Base Rent for the Premises during the Amendment No. 1 Extension Term, the sum of EIGHT THOUSAND EIGHT HUNDRED THIRTY-FIVE DOLLARS AND SEVENTY-FIVE CENTS (\$8,835.75) per month (i.e., \$2.75 per rentable square foot per month), for approximately 3,213 square feet of office space.

Commencing on the first anniversary of the Amendment No. 1 Extension Term Commencement Date, and on each subsequent anniversary of the Amendment No. 1 Extension Term Commencement Date (including any anniversary occurring during a holdover period, if any), the Base Rent shall increase by three percent (3%) per annum.

3. RENT ABATEMENT. Provided Tenant is not in material default under any material term or provision of the Lease beyond any applicable notice and cure period, the Base Rent for the first (1st) and second (2nd) months of the Amendment No. 1 Extension Term shall be abated. Tenant shall have the option to convert all or any portion of its rental abatement toward an increase in its "Tenant Improvement Allowance," as defined below.

4. EARLY TERMINATION NOTICE DATES. Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 1.1.i., EARLY TERMINATION NOTICE DATES, of the Lease is hereby deleted in its entirety and the following paragraph shall be added as a new paragraph 1.1.i., EARLY TERMINATION NOTICE DATES:

i. Early Termination Notice Date: During the Amendment No. 1 Extension Term, Tenant shall have the right to terminate this Lease for any reason effective at any time after the eighty-fourth (84th) month of the Amendment No. 1 Extension Term.

5. EARLY TERMINATION. Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 4.4, EARLY TERMINATION, of the Lease is hereby deleted in its entirety and the following paragraph shall be added as a new paragraph 4.4, EARLY TERMINATION:

Tenant shall have the right to terminate this Lease at any time during the Early Termination Notice Dates, as defined in Section 1, by giving Landlord not less than 120 days prior written notice executed by Tenant's Chief Executive Office, with no early termination penalty.

6. PARKING SPACES: Effective upon the Amendment No. 1 Extension Term Commencement Date, paragraph 1.1.m., PARKING SPACES, of the Lease is hereby deleted in its entirety and following paragraph shall be added as a new paragraph 1.1.m., PARKING SPACES:

m. Parking Spaces: Tenant shall have the right to twelve (12) parking spaces (i.e., 3.84 parking spaces per 1,000 RSF of the Premises) at SIXTY-SIX DOLLARS (\$66.00) per space per month fixed for the entire Term of this Lease.

7. SMOKING PROHIBITION. Effective upon the Amendment No. 1 Extension Term Commencement Date, the Lease shall be amended by inserting a new paragraph 36 to the Lease which shall read as follows:

36. SMOKING IN COUNTY FACILITIES. The Surgeon General of the United States has concluded that passive smoke exposure is the third leading cause of preventable death in the United States. The United States Environmental Protection Agency has found second-hand smoke to be a known carcinogen. It is recognized that the County has a responsibility to establish, maintain and promote a healthful and safe working environment and to reduce health and safety risks of its employees and the public at large. Tobacco smoke is a hazard to the health of

County employees and the general public and represents an annoyance which should be regulated and banned in all county facilities to the end that air quality in all such facilities be improved for the preservation and improvement of the health of all County employees and the public. Therefore, to the greatest extent possible, the rights and comfort of all employees shall be respected. Reasonable effort shall be made to provide smokers a place to smoke in areas open to the sky or otherwise located outside County facilities and, except as provided under Los Angeles County, California – Code of Ordinances Chapter 2.126 ("LAMC 2.126"), all portions of County-owned facilities and all portions of facilities leased by or from the County, which areas are not open to the sky, shall be designated as "no smoking" areas. Smoking, including the use of electronic smoking devices, shall be prohibited in the following areas of County facilities: (1) Within 50 feet of any operable entry or exit door or operable window of any County building and within 25 feet of any access ramp or handicap path; (2) Within any County parking lot, parking structure, or parking garage, whether enclosed or open to the sky; or (3) Within any driving range and eating area, including outdoor eating areas, of any County golf course. International no-smoking signs and other appropriate signs which designate no-smoking areas shall be clearly, sufficiently and conspicuously posted in every room, building or other place so covered by LAMC 2.126. The manner of such posting, including the wording, size, color and place of posting, whether on the walls, doors, tables, counters, stands or elsewhere, shall be at the discretion of the building proprietor so long as clarity, sufficiency and conspicuousness are apparent in communicating the intent. (Los Angeles County, California – Code of Ordinances Chapter 2.126.)

8. CASP INSPECTION. Effective upon the Amendment No. 1 Extension Term Commencement Date, the Lease shall be amended by inserting a new paragraph 37 to the Lease which shall read as follows:

In accordance with California Civil Code Section 1938, Landlord hereby states that the Premises and the Common Areas:

[Check the appropriate box]

☐ Have undergone inspection by a Certified Access Specialist (a "CASp") and have been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord shall provide Tenant with a copy of the CASp inspection report and a current disability access inspection certificate for the Premises within seven (7) days after the execution of this Lease.

☐ Have undergone inspection by a Certified Access Specialist and have not been determined to meet all applicable construction related accessibility standards pursuant to California Civil Code Section 55.53. Landlord has provided Tenant with a copy of the CASp inspection report at least 48 hours prior to the execution of this Lease. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from

obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

☒ Have not undergone inspection by a Certified Access Specialist. A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.

The foregoing statement is provided solely for the purpose of complying with California Civil Code Section 1938 and shall not affect the Landlord's and Tenant's respective responsibilities for compliance with any design and construction related accessibility obligations as provided under this Lease or any Work Letter.

9. BROKERS. Landlord and Tenant each represent and warrant to each other that it has not engaged any broker, finder or other person who would be entitled to any commission or fees in respect of the negotiation, execution or delivery of this Amendment No. 1 other than Cushman & Wakefield of California, Inc. ("Tenant's Agent") and shall indemnify and hold harmless each other against any loss, cost, liability or expense incurred by the other party as a result of any claim asserted by any such broker, finder or other person on the basis of any arrangements or agreements made or alleged to have been made in variance with this representation. The terms of any commissions due shall be pursuant to a separate commission agreement by and among Landlord and Tenant's Agent.

10. AUTHORITY. Only the County's Board of Supervisors ("Board of Supervisors") has the authority, by formally approving and/or executing this Amendment No. 1, to bind Tenant to the terms included herein. Landlord understands that no material terms of this Amendment No. 1 may be altered or deleted, nor may any new material terms be added to this Amendment No. 1, without the express written approval of the Board of Supervisors, either through an amendment to the Amendment No. 1 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 Amendment No. 1, and Landlord may not rely upon any representations to the contrary. This limitation of authority applies to all material terms of the Amendment No. 1 including, without limitation, any monetary ceiling established for Tenant Improvements or other project costs of Landlord which are subject to reimbursement by Tenant. Tenant shall not reimburse Landlord for any expenses which exceed this ceiling. Notwithstanding the foregoing, the Chief Executive Office of the County (the "Chief Executive Office") may take any administrative act on behalf of Tenant hereunder which does not have the effect of increasing Base Rent or other financial obligations of Tenant under this Amendment No. 1. Each individual executing this Amendment

No. 1 on behalf of Landlord represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 on behalf of Landlord, and that this Amendment No. 1 is binding upon Landlord in accordance with its terms.

11. LEASE IN FULL FORCE AND EFFECT. Except as expressly amended as set forth in this Amendment No. 1, the terms and conditions of the Lease remain unmodified and in full force and effect. Except as expressly modified by this Amendment No. 1, all other terms and conditions of the Lease are hereby ratified and affirmed. In the event of any express conflict or inconsistency between the terms of this Amendment No. 1 and the terms of the Lease, the terms of this Amendment No. 1 shall control and govern. Any defined terms that are not defined in this Amendment No. 1 shall have the meanings ascribed thereto in the Lease unless the context clearly indicates otherwise.

12. COUNTERPARTS; ELECTRONIC SIGNATURES. This Amendment No. 1 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 1 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 1 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 1 had been delivered had been signed using a handwritten signature. Landlord and Tenant (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 1 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intend to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 1 based on the foregoing forms of signature. If this Amendment No. 1 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA") (Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 as of the Effective Date.

LANDLORD:

PARADISE BUILDING, LLC,
a California limited liability company

By: 
Name: MOSES RABINOVITCH
Title: CFO

TENANT:

COUNTY OF LOS ANGELES,
corporate and politic

JOSEPH M. NICCHITTA
Acting 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