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COUNTY OF LOS ANGELES

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

Joseph M. Nicchitta

"To Enrich Lives Through Effective and Caring Service"

June 09, 2026

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**LEASE AMENDMENT
THE COLBURN SCHOOL
120 SOUTH OLIVE STREET, LOS ANGELES
(FIRST DISTRICT) (3-VOTES)**

SUBJECT

Approval of the enclosed proposed amendment (Amendment) to an existing lease with the Colburn School, a California non-profit public benefit corporation (Colburn), for continued use of a portion of the County-owned surface parking lot (AP26), located at 120 South Olive Street, Los Angeles, commonly referred to as the W-2 Parcel (Parcel). This lot has been used as a construction and staging site to facilitate Colburn's construction of a new performing arts educational building with a public plaza (Colburn Project) since November 30, 2023.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed Amendment with Colburn is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this Board letter and in the record of the proposed activity.
2. Authorize and delegate authority to the Chief Executive Officer, or his designee, to approve and execute the proposed Amendment to the lease with Colburn, to grant monthly options to extend the term of the original lease agreement not to exceed 12 months.
3. Authorize and delegate authority to the Chief Executive Officer, or his designee, to negotiate, approve, execute and/or grant any other consents or ancillary documentation approved as to form by County Counsel, which are necessary to effectuate the proposed Amendment, and the activities permitted under the proposed Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Colburn has been constructing a new world-class concert hall and dance rehearsal/flex building since late 2023 at 130 South Olive Street, on a parcel it owns that is immediately adjacent to the Parcel. Upon the project's completion, Colburn's dance division intends to relocate from the existing campus to the new center.

In order to facilitate construction of this project, on October 23, 2023, your Board of Supervisors (Board) authorized an approximate three-year lease with Colburn, during which period Colburn anticipated the completion of their project, as well as the grading, repaving, and restriping of the entire Parcel. During construction, the remaining portion of the Parcel has continued to be open and operational, providing continued parking for County of Los Angeles (County) employees. The lease is scheduled to terminate on August 31, 2026.

Due to unanticipated circumstances, Colburn has requested the option to extend the term of the lease, as necessary, to ensure completion of their project and meet their obligations to return the Parcel as required in the lease. The proposed Amendment would provide monthly options to extend the term, not to exceed 12 months, which would provide enough flexibility for Colburn to be able to complete the work.

Implementation of Strategic Plan Goals

The proposed Amendment supports the County's North Star 3 of Realizing Tomorrow's Government Today and the implementation of Flexible and Efficient physical infrastructures to meet the needs of our constituents (Focus Area Goal F), through the implementation of Strategy ii., to Modernize Infrastructure. Upon executing the proposed Amendment, Colburn will be able to complete its performing arts center, and the County will continue to receive its current revenue stream and also receive the surface parking lot in a greatly improved condition upon surrender, and a smoother and longer-lasting pavement surface, increasing its life span and effectiveness.

FISCAL IMPACT/FINANCING

There will be no fiscal impact to the County by entering into the proposed Amendment. The rent amount and continued payments from the County employees who use the parking lot would maintain the status quo of revenue generated from AP26.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

All of the existing terms and conditions of the previously approved lease would continue to apply during any option periods, including the monthly rent payment.

The proposed Amendment has been approved as to form by County Counsel and agreed to by Colburn and is authorized by Government Code Section 25536.

ENVIRONMENTAL DOCUMENTATION

On October 3, 2023, your Board authorized the lease, found that it was exempt from CEQA and approved related actions. The proposed Amendment, which continues the following activities from the previously executed lease: construction staging, storage, and other construction-related uses, the lessening of slopes, the removal of bushes and trees, the installation of a drainage system, the relocation of electrical meters, and the grading, repaving, and restriping of the parking lot are categorically exempt from the provisions of CEQA, pursuant to sections 15301 (a) and (d) (Existing Facilities), 15302 (b) (Replacement or Reconstruction), 15303 (d) (New Construction or Conversion of Small Structures), 15311 (Accessory Structures), and 15332 (Infill Development) of the State CEQA Guidelines, and Class 1 (c), (j) and (m), Class 2, (a), (b) and (e), and Class 11 (f) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, because the activities are within certain classes of projects that have been determined not to have a significant effect on the environment. There will be negligible, or no expansion of use and replacement features will have the same purpose and capacity. In addition, based on the records of the proposed activities, they will comply with all applicable regulations, and are not in a sensitive environment 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 indication that they may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Upon your Board's approval of the recommended actions, the Chief Executive Office will file a Notice of Exemption 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 of the California Public Resources Code and will post the Notice to its website in accordance with section 21092.2.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended actions will not affect any current services and will not compromise public safety missions or disrupt vital, existing, communication services.

The Honorable Board of Supervisors

6/9/2026

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Respectfully submitted,



Joseph M. Nicchitta

Chief Executive Officer

JMN:JG:JTC

JLC:HD:MGR:KG:ja

Enclosures

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

**AMENDMENT NO. 1 TO
LEASE AGREEMENT
THE COLBURN SCHOOL**

THIS AMENDMENT NO. 1 TO THE LEASE AGREEMENT NO. 100037 (together with all exhibits, attachments, and schedules hereto, if any Amendment No. 1) is made and entered into this ____ day of _____, 2026 (the Effective Date) by and between the COUNTY OF LOS ANGELES, a body corporate and politic (Lessor or County) acting by and through its Chief Executive Office, and THE COLBURN SCHOOL, a California nonprofit public benefit corporation (Lessee or Colburn).

RECITALS:

- A. WHEREAS**, Lessor is the owner of property, a portion of which is currently used for a County employee parking lot, within Downtown Los Angeles, in proximity to property owned and currently being developed by the Lessee, located at 120 South Olive Street, Los Angeles, California 90012 (the Lessor Property).
- B. WHEREAS**, on October 13, 2023, the County and Colburn entered into that certain Lease Agreement No. 100037 (Agreement) to which the County allowed Colburn the temporary use of a portion of the Lessor Property for a construction area and to make certain improvements as described in the Agreement.
- C. WHEREAS**, the Agreement commenced on November 30, 2023 and will expire no later than August 30, 2026.
- D. WHEREAS**, Colburn wishes, and County agrees, to amend the Agreement to add options to extend the term, if needed.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed to be a contractual part hereof, and the mutual promises, covenants, and conditions set forth herein, the parties hereto agree as follows:

AGREEMENT

1. Amendment to Agreement. In Section 2 "Term", a new section D shall be added:

"Options to Extend. County shall grant to Colburn monthly options to extend the Expiration Date of the Primary Term, not to exceed 12 months, and such extension periods shall be subject to the same terms and conditions set forth in the Agreement. To elect an applicable option to extend, Colburn shall notify the County no later than thirty (30) days prior to the expiration of the then applicable term. If an option to extend is exercised, the Expiration Date for the Primary Term and the commencement and expiration dates of the Construction Term shall be extended accordingly.
2. Ratification. Except as amended by the provisions of this Amendment No. 1, the terms and provisions of the Agreement remain in full force and effect. County and Colburn ratify and affirm the Agreement as amended by this Amendment No. 1.

3. Choice of Law. The terms and provisions of this Amendment No. 1 shall be construed in accordance with, and governed by, the laws of the State of California without application of any choice of laws and provisions.
4. Entire Agreement and Modification. The Agreement as modified by this Amendment No. 1 constitutes the final, complete and exclusive statement of the terms of the agreement of County and Colburn and is binding on and inures to the benefit of the respective heirs, representatives, successors and assigns of County and Colburn. This Amendment No. 1 shall be deemed to be incorporated into the Agreement and made a part thereof. All references to the Agreement in any other document shall be deemed to refer to the Agreement as modified by this Amendment No. 1. In the event that the terms of this Amendment No. 1 conflict with the terms of the Agreement and its schedules, the terms of this Amendment No. 1 shall control. Neither County nor Colburn has been induced to enter into this Amendment No. 1 by, nor is County or Colburn relying upon, any representation or warranty other than those set forth in this Amendment No. 1. Any agreement made after the date of this Amendment No. 1 shall be ineffective to amend this Amendment No. 1, in whole or in part, unless such agreement is in writing, is signed by County and Colburn, and specifically states that the agreement amends or modifies this Amendment No. 1 or the Agreement, as amended by this Amendment No. 1.
5. No Drafting Presumption. The doctrine or rule of construction that ambiguities in a written instrument or agreement shall be construed against the party drafting the same shall not be employed in connection with this Amendment No. 1.
6. Partial Invalidity. If any term, covenant or provision of this Amendment No. 1 is, to any extent, held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Amendment No. 1, or the application of that term, covenant or provision to persons or circumstances other than those as to which it is held to be invalid or unenforceable, will not be affected by such invalidity or unenforceability, and all other terms, covenants and conditions of this Amendment No. 1 will be valid and enforceable to the fullest extent permitted by law.
7. Construction. Unless the context clearly requires otherwise, in this Amendment No. 1 (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," "agrees," and "covenants" are each mandatory; (d) "may" is permissive; (e) "or" is not exclusive; and (f) "includes" and "including" are not limiting. Each covenant, agreement, obligation, or other provision of this Amendment No. 1 shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Amendment No. 1, unless otherwise expressly provided in this Amendment No. 1.
8. Capitalized Terms; Paragraph References. Capitalized terms used herein without definition (including in the recitals hereto), have the meanings given to such terms in the Agreement, unless otherwise defined in this Amendment No. 1. Unless otherwise noted, section references in this Amendment No. 1 refer to sections in Agreement, as amended by this Amendment No. 1.
9. Captions. The captions to the sections in this Amendment No. 1 are included for convenience of reference only and do not modify or define any of the provisions of this Amendment No. 1.

10. Counterparts. This Amendment No. 1 may be executed in separate counterparts, each of which shall constitute an original and all of which together shall constitute one and the same document. The parties contemplate that they may be executing counterparts of this Amendment No. 1 transmitted by facsimile or email in PDF format and agree and intend that a signature by either facsimile machine or email in PDF format shall bind the party so signing with the same effect as though the signature were an original signature.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the County and Colburn have executed this Amendment No. 1 as of the Effective Date.

THE COLBURN SCHOOL,
A California nonprofit public benefit corporation:

By: 

Maeesha Merchant
EVP | CFOO

COUNTY OF LOS ANGELES,
a body corporate and politic

JOSEPH M. NICCHITTA
Chief Executive Officer

By: _____
John T. Cooke
Assistant Chief Executive Officer


ATTEST:

DEAN C. LOGAN
Registrar-Recorder/County Clerk

By: _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: 

Amy Cooper
Deputy County Counsel