



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, October 9, 2019

**TIME:** 10:00 a.m.

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

SACHI A. HAMAI  
Chief Executive Officer

### **AGENDA**

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

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter:  
LEASE AMENDMENT NO. 3 – PROBATION DEPARTMENT 4549 TELEGRAPH ROAD, LOS ANGELES  
Speaker(s): Mike Navarro (CEO)
  - B. Board Letter:  
LEASE AMENDMENT – SHERIFF'S DEPARTMENT 12440 EAST IMPERIAL HIGHWAY, NORWALK  
Speaker(s): Mike Navarro (CEO)
3. **PRESENTATION/DISCUSSION ITEM(S):**
  - A. NONE
4. **PUBLIC COMMENT**  
(2 minutes each speaker)

### **CLOSED SESSION:**

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

**Pauline Smith v. County of Los Angeles, et al.**  
United States District Court Case No. 2:18-CV-04214

Department: Sheriff

Wednesday, October 9, 2019

**CS-2 CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION**

(Subdivision (a) of Government Code Section 54956.9)

**Patricia Minero v. County of Los Angeles, et al.**

Los Angeles Superior Court Case No. BC 630745

Department: Sheriff

**5. ADJOURNMENT**

**6. UPCOMING ITEM(S):**

- A.** Board Letter:  
AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION FOR PARTICIPATION IN THE LOS ANGELES HIGH INTENSITY DRUG TRAFFICKING AREA, SOUTHERN CALIFORNIA DRUG TASK FORCE  
Speaker(s): Jennipher Baez and Ramona Zamora (Sheriff)
- B.** Board Letter:  
APPROVE AMENDMENT NUMBER FIVE TO EXTEND SOLE SOURCE AGREEMENT NUMBER 77870 WITH MIDEO SYSTEMS, INC. FOR CONTINUED MAINTENANCE AND SUPPORT SERVICES FOR FORENSIC IMAGING EQUIPMENT  
Speaker(s): Wesley Grose and Irma Santana (Sheriff)
- C.** Board Letter:  
ACCEPT A GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY FOR THE 2019-20 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM  
Speaker(s): Sherry Lewis and Geoia Bearden (Sheriff)
- D.** Board Letter:  
APPROVAL TO DONATE SURPLUS OUT-OF-SERVICE VEHICLES TO THE UNIVERSITY OF ANTELOPE VALLEY FOUNDATION AND THE SANTA BARBARA COUNTY FIRE DEPARTMENT  
Speaker(s): Christopher Anderson (Fire)
- E.** Board Letter:  
APPROVE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES REGIONAL INTEROPERABLE COMMUNICATIONS SYSTEM AUTHORITY FOR THE USE OF GRATIS BASIS IN -VEHICLE ROUTERS AND ASSOCIATED ACCESSORIES  
Speaker(s): Christopher Anderson and Thomas Ewald (Fire)
- F.** Board Letter:  
LICENSE AGREEMENT WITH 44 BLUE PRODUCTIONS, LLC, FOR FILMING TELEVISION PROGRAMMING FEATURING THE LOS ANGELES COUNTY FIRE DEPARTMENT  
Speaker(s): Christopher Anderson and Debbie Aguirre (Fire)

Wednesday, October 9, 2019

- G.** Board Letter:  
CONSTRUCTION CONTRACT PUBLIC BUILDINGS CORE SERVICE AREA FIRE  
COMMAND AND CONTROL FACILITY ELECTRICAL-HEATING VENTILATION AND  
AIR CONDITIONING REFURBISHMENT PROJECT APPROVE CAPITAL PROJECT  
NO. 89054 APPROVE TOTAL PROJECT BUDGET APPROVE APPROPRIATION  
ADJUSTMENT SPECS. 7452; CAPITAL PROJECT NO. 89054  
Speaker(s): Ron Bleier (Fire) and Alicia Ramos (Public Works)

# **PROBATION ANTICIPATED BOARD LETTER FACT SHEET**

## **SUBJECT**

- An eight-year lease amendment for 13,590 square feet of warehouse and office space at 4549 Telegraph Road, Los Angeles, for the Probation Department (PB).

## **TARGETED BOARD AGENDA**

- November 12, 2019

## **DESCRIPTION OF PROGRAM / ITEM**

- The Probation Department needs to continue occupying space at the subject location while a search for a larger more suitable location is found. The department may in the near future combine its operation with other facility sites into a larger single site.
- The program/function for department at this location is a Facilities Operations. The Facilities Operations is an administrative function that is in charge of distributing supplies, furniture, and equipment to over 123 Probation facilities throughout Los Angeles County.
- We have been in holdover since 3-14-2016 without penalty.

## **AMOUNT / COST**

- The maximum first year cost of \$154,926, or \$12,910.50 per month, with annual scheduled rental increases of 6 percent every two years. This is a 15 percent increase in the base rent over the existing rent expense. The aggregate cost of the rent over eight years is \$1,356,825.60. This is a triple net lease whereby the Lessor is responsible for the basic structure. The Probation Department is responsible for building, unless covered by insurance, and utilities. The Lessor will install two new electronic gate operators at the request of Probation. The total installation cost expense is not to exceed \$32,000, and is subject to Probation's approval. The Lessor shall contribute \$5,000 for the cost of the gate operators and Probation will reimburse the Lessor for the balance of the cost in the lease amendment.

## **FUNDING SOURCE**

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

**PURPOSE**

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

**CONTRACTING PROCESS (if applicable)**

- N/A

**CHANGES FROM PREVIOUS YEAR**

- N/A

**CHANGES TO DEPLOYMENT / STAFFING PLAN**

- N/A

**ISSUES / CONCERNS**

- N/A

**SUCSESSES / ACCOMPLISHMENTS**

- N/A

**DISTRICT(S) IMPACTED**

- First

**CONTACT PERSON**

- **Michael Navarro**
- **(213) 974-4364**
- **[mnavarro@ceo.lacounty.gov](mailto:mnavarro@ceo.lacounty.gov)**



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"*

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

October 29, 2019

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

Dear Supervisors:

**LEASE AMENDMENT NO. 3  
PROBATION DEPARTMENT  
4549 TELEGRAPH ROAD, LOS ANGELES  
(FIRST DISTRICT)  
(3 VOTES)**

**SUBJECT**

Approval of the proposed Lease Amendment No. 3 for continued use of approximately 13,590 square feet of existing warehouse and office space and 26 on-site parking spaces for the Probation Department, extending the term of the lease for an additional eight years.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed amendment is exempt from the California Environmental Quality Act, 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 sign the eight-year, triple net lease amendment with J.B. Realty, LLC (Lessor), for 13,590 square feet of warehouse and office space including 26 on-site parking spaces at 4549 Telegraph Road, Los Angeles currently occupied by the Probation Department. The base rent for the first year shall be \$154,926. Rental costs are 100 percent net County cost.
3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and authorize the Chief Executive Officer, or her designee, to take actions necessary and appropriate to implement this lease amendment including without limitation, early termination rights and exercising any options to extend. The proposed lease amendment will become effective upon approval by the Board.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Probation Department (Probation) has leased this space at 4959 Telegraph Road, Los Angeles since July 1981. The lease has been in holdover since March 16, 2017.

Probation provides a facilities operation administrative function in charge of distributing supplies, furniture, and equipment throughout the County of Los Angeles at this location.

Probation prefers to remain in their current location until a larger more suitable location is found. Remaining in the current location would avoid relocation and tenant improvements costs associated with taking possession of a new location.

Approval of the recommended actions will find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA) and will allow the Probation Department to continue operations at the subject facility uninterrupted.

## **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal of “Realize Tomorrow’s Government Today” (Goal 3) directs that our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good. The proposed amendment supports this goal with a facility that provides proper accommodations by continuing to provide warehouse and office space for Probation’s respective offices who serve the general public. The proposed amendment is in conformance with the Asset Management Principles, as outlined in Attachment A.

## **FISCAL IMPACT/FINANCING**

The proposed amendment increases the current base rent by approximately 15 percent.

The total first year annual base rent under the proposed amendment is \$154,926. The proposed lease amendment has scheduled rental increases of 6 percent every two years, throughout the term.

The Lessor agrees to install two new electronic gate operators at the request of Probation. The total installation cost expense is not to exceed \$32,000, and is subject to Probation’s approval. The Lessor shall contribute \$5,000 for the cost of the gate operators and Probation will reimburse the Lessor for the balance of the cost.

Attachment B provides an overview of the proposed lease amendment and total lease amendment costs for the proposed new term.

This is a triple net lease whereby the Lessor is responsible for the basic structure. Lessee is responsible for building, unless covered by insurance, and utilities.

Sufficient funding for the proposed amendment is included in the Fiscal Year (FY) 2019-20 Rent Expense budget and will be billed back to the Department. The Department has sufficient funding in their FY 2019-2020 operating budget to cover the costs for the same period. Beginning in FY 2020-2021, ongoing funding for the proposed lease amendment will be part of the budget for the Probation Department. These costs are 100 percent net County cost.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

In addition to the terms set forth above, the Amendment No. 3 to the Lease shall grant to the County, the right to terminate the Lease any time after the twelfth month.

The Chief Executive Office (CEO), conducted a survey within the project area to determine the availability of comparable warehouse and office space options. The leasing agent determined that due to the tenant improvements needed for a new space, the proposed space is the most cost effective choice. Based upon the review of available industry data, we have established the annual rental range for similar space is between \$9.48 and \$25.20 per square foot per year. In comparison, the annual base rent of \$11.40 per square foot per year for the proposed lease amendment is at the lower end of the market range for the area.

Attachment C shows County-owned or leased facilities in the proximity of the service area, and there are no suitable County-owned or leased facilities available for the program.

A notification letter has been sent pursuant to Government Code Sections 25351. County Counsel has reviewed the attached proposed amendment and approved it as to form.

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

## **ENVIRONMENTAL DOCUMENTATION**

The proposed amendment is exempt from CEQA. The proposed amendment, which renews existing lease space with minor improvements, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed amendment 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 in accordance with Section 21152 of the California Public Resources Code.

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

The proposed amendment will adequately provide the necessary warehouse and office space for this County requirement. Probation concurs with the proposed recommendation.



**CONCLUSION**

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

Respectfully submitted,

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

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

**PROBATION DEPARTMENT**  
**4549 TELEGRAPH ROAD, LOS ANGELES**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1. <u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions?			<b>X</b>
B	Does lease co-locate with other functions to better serve clients? <sup>2</sup> Facility serves Probation staff only and furnishes supplies for Probation		<b>X</b>	
C	Does this lease centralize business support functions?	<b>X</b>		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>Ratio is approximately 522 square feet per person due to do warehouse/office configuration</b>		<b>X</b>	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>2.4/1,000 maximum parking spaces available, and meets warehouse/office space parking needs</b>		<b>X</b>	
F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location?	<b>X</b>		
<b>2. <u>Capital</u></b>				
A	Is it a substantial net County cost (NCC) program?	<b>X</b>		
B	Is this a long-term County program?	<b>X</b>		
C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		<b>X</b>	
D	If no, are there any suitable County-owned facilities available?		<b>X</b>	
E	If yes, why is lease being recommended over occupancy in County-owned space?			<b>X</b>
F	Is Building Description Report attached as Attachment C?	<b>X</b>		
G	Was build-to-suit or capital project considered? .		<b>X</b>	
<b>3. <u>Portfolio Management</u></b>				
A	Did department utilize CEO Space Request Evaluation (SRE)?	<b>X</b>		
B	Was the space need justified?	<b>X</b>		
C	If a renewal lease was co-location with other County departments considered? <sup>2</sup> <b>The Department prefers to remain in the existing premises indefinitely until larger space may be obtained.</b>		<b>X</b>	
D	Why was this program not co-located?			
	1. ____ The program clientele requires a "stand alone" facility.			
	2. <u><b>x</b></u> No suitable County occupied properties in project area.			
	3. <u><b>x</b></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? <sup>2</sup> <b>County pays for all utilities as negotiated with lessor</b>		<b>X</b>	
F	Has growth projection been considered in space request?	<b>X</b>		
G	Has the Dept. of Public Works completed seismic review? <sup>1</sup>	<b>X</b>		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98				
<sup>2</sup> If not, why not?				

**COMPARISON OF THE PROPOSED LEASE AMENDMENT COSTS TO  
CURRENT LEASE AMENDMENT COSTS  
PROBATION DEPARTMENT  
4549 TELEGRAPH ROAD, LOS ANGELES**

	<b>Existing Leases:</b>  <b>4549 Telegraph Road, Los Angeles (No. 66818)</b>	<b>Proposed Lease Amendment</b>	<b>Change</b>
Area (Square Feet)	13,590	13,590	none.
Term (years)	5 years 3/15/11 to 3/14/16, currently on Month-to-Month holdover. No penalty	8 years with cancellation after the 12 <sup>th</sup> month	3 years
Annual Base Rent (Basic rent includes 26 parking spaces)	\$134,400.00 (\$9.84sq.ft.) .	\$154,926.00 (11.40sq.ft.)	+\$20,526.00
Installation of Electronic Gate	NA	Total cost to the County not to exceed \$32,000. If the County terminates the lease amendment prior to the 24 <sup>th</sup> month of the lease, County shall pay to Landlord a sum equal to the \$5,000 amortized over a 24-month period times the months remaining within the 24-month period.	Total cost to the County not to exceed \$32,000. If the County terminates the lease amendment prior to the 24 <sup>th</sup> month of the lease, County shall pay to Landlord a sum equal to the \$5,000 amortized over a 24-month period times the months remaining within the 24-month period.
Annual Parking Cost (N/A)	Included	Included	None
Rental adjustment	3% per year over the five-year term	Scheduled 6% adjustments every two years	Scheduled 6% adjustments every two years

## OVERVIEW OF THE PROPOSED LEASE AMENDMENT COST

4549 Telegraph Road  
Probation Department

Leased Area (sq. ft.) 7,200  
Term 84 months/7 years  
Annual Rent Adjustment 6%  
Cost Per RSF Per Month \$0.95  
Cost Per RSF PER Year \$11.40

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	8th Year	Total 8 Year Rental Costs
<b>Annual Base Rent Cost <sup>1</sup></b>	82,080	82,080	87,005	87,005	92,225	92,225	97,759	97,759	718,137
<b>Electric Gate Installation <sup>2</sup></b>	32,000	0	0	0	0	0	0	0	32,000
<b>Total Annual Rental Costs</b>	114,080	82,080	87,005	87,005	92,225	92,225	97,759	97,759	750,137

<sup>1</sup> Annual base rent Includes rent increases every 2 years based on maximum increases of six percent every two years.

<sup>2</sup> Cost to the County not to exceed \$32,000. If the County terminates the lease amendment prior to the 24th month of lease, County shall pay the Landlord a sum equal to the \$5,000 amortized over a 24-month period times the months remaining within the 24-month period.

## PROBATION DEPARTMENT

### SPACE SEARCH – 3 MILE RADIUS FROM 4549 Telegraph Road, Los Angeles

Property ID	Name	Address	Bldg. Use	Ownership	Gross SQFT	Net SQFT	Available SQFT
10260	DCSS - Customer Contact Center	5801 E. Slauson Ave. Commerce 90040	Multiple Use Building - Office	Owned	26,360	25,042	NONE
1491	Crematory Office/Residence	3301 E 1st St. Los Angeles 90063	Multiple Use Building - Office	Owned	1,517	1,106	NONE
2130	PW Road - Div #142 Maintenance Yard Office	4304 Eugene St. East Los Angeles 90022	Multiple Use Building - Office	Owned	397	227	NONE
3241	East Los Angeles Courthouse	214 S Fetterly Ave East Los Angeles 90022, 4848 E Civic Center Way East Los Angeles 90022	Multiple Use Building - Office	CA - Superior Courts	126,973	68,003	NONE
32497	ISD - Wide Support - Emergency Supplies Trailer	1104 N Eastern Ave Los Angeles 90063	Storage Misc < 1000 SQFT	Owned	267	240	NONE
32593	Saybrook Park - Storage Box	6300 E Northside Dr East Los Angeles 90022	Storage Misc < 1000 SQFT	Gratis Ground Lease	20	18	NONE
32618	ISD - Eastern Avenue Complex Storage Building	1100 N Eastern Ave Los Angeles 90063	Storage Misc < 1000 SQFT	Owned	663	610	NONE
32651	City Terrace Park - Storage Building	1126 N Hazard Ave East Los Angeles 90063	Storage Misc < 1000 SQFT	Owned	352	146	NONE
32736	Ruben F. Salazar Park - Maintenance Storage Building	3864 E Whittier Blvd East Los Angeles 90023	Storage Misc < 1000 SQFT	Owned	384	302	NONE
32772	Biscailuz - Employee Support Services Container	1060 N Eastern Ave Los Angeles 90063	Storage Misc < 1000 SQFT	Owned	660	634	NONE
3542	Fire - Administrative Headquarters Building	1320 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	39,015	24,288	NONE
4231	Biscailuz - Training/Intelligence Facility	1060 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	1,660	1,372	NONE
4364	Probation - East Los Angeles Area Office	144 S Fetterly Ave East Los Angeles 90022, 4849 E Civic Center Way East Los Angeles 90022	Multiple Use Building - Office	Owned	15,584	10,705	NONE
4465	DF Kirby Center - Administration Building	1500 S McDonnell Ave Commerce 90022	Multiple Use Building - Office	Owned	18,170	10,055	NONE
4526	Biscailuz - Administration Building	1060 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	16,571	11,428	NONE
5289	Fire - Pumper Test and Storage Building	1320 N Eastern Ave Los Angeles 90063	Storage Misc > 1000 SQFT	Consolidated Fire Protection District	4,019	3,849	NONE
5412	PH - Environmental Health Program	4801 E 3rd St. East Los Angeles 90022	Multiple Use Building - Office	Owned	14,848	10,741	NONE
5428	DPSS - Belvedere AP District Office	5445 E Whittier Blvd East Los Angeles 90022	Multiple Use Building - Office	Owned	70,493	48,888	NONE
5863	ISD - Administrative Headquarters	1100 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	80,309	58,578	NONE
5864	ISD - Eastern Ave Complex Crafts Shops/Warehouse	1102 N Eastern Ave Los Angeles 90063	Storage Misc > 1000 SQFT	Owned	167,584	127,306	NONE
5870	ISD - Eastern Ave Complex Telecom Branch Building	1110 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	37,742	28,876	NONE
A015	DCFS/LASD/Fire/Ops/ISD Corporate Place	2525 Corporate Pl Monterey Park 91754	Multiple Use Building - Office	Leased	40,483	35,248	NONE
A069	DA - Auto Insurance Fraud Office	5900 S Eastern Ave Commerce 90040	Multiple Use Building - Office	Leased	11,720	11,048	NONE
A133	Child Support Services - Division II Headquarters	5770 S Eastern Ave Commerce 90040	Multiple Use Building - Office	Leased	84,477	63,413	NONE
A146	Fire - Hazardous Materials Division Headquarters	5825 Rickenbacker Rd City Of Commerce 90040	Multiple Use Building - Office	Leased	16,670	13,737	NONE
A157	DCFS - Belvedere (SPA 7)	5835 S Eastern Ave Commerce 90040	Multiple Use Building - Office	Leased	38,814	36,873	NONE
A183	Sheriff - Homicide Bureau Office Building	5747 Rickenbacker Rd Commerce 90040	Multiple Use Building - Office	Leased	17,460	14,563	NONE

Property ID	Name	Address	Bldg. Use	Ownership	Gross SQFT	Net SQFT	Available SQFT
A188	Sheriff - Internal Affairs Bureau/Risk Management	4900 S Eastern Ave Commerce 90040	Multiple Use Building - Office	Leased	38,936	33,247	NONE
A324	Fire - Employee Relations Office	1255 Corporate Center Dr Monterey Park 91754	Multiple Use Building - Office	Leased	3,079	2,925	NONE
A327	Office of Managed Care	1100 Corporate Center Dr Monterey Park 91754	Multiple Use Building - Office	Leased	15,280	14,516	NONE
A328	Sheriff - Inspectional Services Office	901 Corporate Center Dr Monterey Park 91754	Multiple Use Building - Office	Leased	9,926	9,430	NONE
A332	Child Support Services - Training/IT Division	5500 S Eastern Ave Commerce 90040	Multiple Use Building - Office	Leased	39,991	37,991	NONE
A381	PW - Incorporated City Office (Commerce)	2535 Commerce Way Commerce 90040	Multiple Use Building - Office	Gratis Use	2,170	2,170	NONE
A391	DA - Criminal File Storage/Fraud Investigators	5300 Harbor St. Commerce 90040	Storage Special Condition	Leased	52,300	49,685	NONE
A427	Fire - Mapping & Engineering Section Offices	5828 Rickenbacker Rd Commerce 90040, 5847 Rickenbacker Rd Commerce 90040	Multiple Use Building - Office	Leased	7,177	6,100	NONE
A446	Fire - Information Management Division Offices	5815 Rickenbacker Rd Commerce 90040	Multiple Use Building - Office	Leased	3,722	3,350	NONE
A460	DHS - Ferguson Administrative Services Center	5555 Ferguson Dr Commerce 90022	Multiple Use Building - Office	Owned	268,400	246,550	NONE
A570	Health Services / Administrative	5701 S Eastern Ave Commerce 90040	Multiple Use Building - Office	Leased	40,539	36,485	NONE
A580	Fire - Administrative Headquarters Office Annex	5801 S Eastern Ave City Of Commerce 90040	Multiple Use Building - Office	Leased	31,355	28,508	NONE
A823	Fire - Fire Prevention Div/Forestry Div Headquarters	5823 Rickenbacker Rd City Of Commerce 90040	Multiple Use Building - Office	Leased	17,710	15,939	NONE
A912	Probation - Property & Supply Warehouse	4549 Telegraph Rd East Los Angeles 90022	Storage Misc > 1000 SQFT	Leased	13,590	9,851	NONE
B059	District Attorney - Auto Insurance Fraud Unit	5999 E Slauson Ave Commerce 90040	Multiple Use Building - Office	Gratis Use	6,840	6,500	NONE
B460	DPSS - Gain Program Region VI Office	5460 Bandini Blvd Bell 90201	Multiple Use Building - Office	Leased	31,400	21,815	NONE
T039	Sheriff - Eastern Complex Fleet Services Office	1104 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	1,548	1,428	NONE
T061	ISD - Eastern Complex Project Management Trailer	1100 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Leased	7,200	6,840	NONE
T509	Parks & Rec - Proposition A Field Office	4914 Cesar E Chavez Ave East Los Angeles 90022	Multiple Use Building - Office	Owned	540	424	NONE
T557	Fire - Manual Revisions Trailer	1320 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Consolidated Fire Protection District	520	479	NONE
T590	ISD - Eastern Ave Telecom Customer Service Building	1110 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Gratis Use	1,224	1,016	NONE
X155	ISD - Eastern Ave Complex Telecom Butler Building	1112 N Eastern Ave Los Angeles 90063	Multiple Use Building - Office	Owned	4,960	4,638	NONE
Y458	ISD - Eastern Ave Complex Special Crafts Building	1106 N Eastern Ave Los Angeles 90063	Storage Misc > 1000 SQFT	Owned	13,260	11,140	NONE

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease renewal:** Lease Amendment agreement for the Probation Department – 4549 Telegraph Road, Los Angeles CA – 1st District.

**A. Establish Service Function Category** – An administrative facilities operations function that is in charge of distributing supplies, furniture, and equipment to over 123 Probation facilities throughout Los Angeles County.

**B. Determination of the Service Area** –The proposed lease amendment renewal agreement will allow the Probation Department to continue to provide support throughout Los Angeles County

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

- Need for proximity to service area and population: The program function provides services to all Probation locations throughout Los Angeles County.
- Need for proximity to existing County facilities: This location provides services Countywide.
- 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 including metro lines, bus service, and the 91 Freeway.
- 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: Probation has determined that it is compatible of the existing building with respect to the services they provide. It currently operates at capacity. They have been at this location since 1981.
- Compatibility with local land use plans: Notification letter has been sent pursuant to Government Code Sections 25351.
- Estimated acquisition/construction and ongoing operational costs: The initial annual maximum rent is \$154,926 which includes base rent and parking. Rental costs are funded by net County costs.

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

The Chief Executive Office (CEO), conducted a survey within the project area to determine the availability of comparable warehouse and office space options. The leasing agent determined that due to the tenant improvements needed for a new space, the proposed space is the most cost effective choice. Based upon the review of available industry data, we have established the annual rental range for similar space is between \$9.48 and \$25.20 per square foot per year. In comparison, the annual base rent of \$11.40 per square foot per year for the proposed amendment agreement is at the lower end of the market range for the area.

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

The renewal of the subject lease amendment for Probation will provide adequate warehouse and office space for their employees and efficient space for on-site service, which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The cost of comparable sites would require additional tenant improvements that would typically further increase overall costs in accordance with the Service Request Evaluation(SRE).



**AMENDMENT NO. 3 TO COUNTY OF LOS ANGELES LEASE NO. 66818  
PROBATION DEPARTMENT  
4549 TELEGRAPH ROAD, LOS ANGELES, CA**

THIS AMENDMENT ("Amendment No. 3") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between J.B. REALTY, LLC, a California limited liability company ("Lessor" or "Landlord"), and the COUNTY OF LOS ANGELES, a body corporate and politic ("County", "Lessee" or "Tenant").

**RECITALS**

A. WHEREAS, on June 2, 1993, J.B. Realty Partnership, predecessor-in-interest to Lessor, entered into Lease No. 66818 (the "Original Lease") for 13,590 rentable square feet of floor space, consisting of the entire building located at 4549 Telegraph Road, Los Angeles, CA 90022 (the "Premises") with the County, as amended by that certain Amendment No. 1 to Lease dated as of January 20, 2007 (the "First Amendment"), as further amended by that certain Amendment No. 2 to Lease dated as of March 15, 2011 (the "Second Amendment," and collectively with the Original Lease and the First Amendment, shall be referred as the "Lease").

B. WHEREAS, the Lease expired at midnight on March 14, 2016, and the Lessee continued its occupancy on a month-to-month basis pursuant to the Holdover provision of the Lease with the consent of the Lessor.

C. WHEREAS, Lessor and Lessee now desire to further amend the Lease in certain respects; namely to extend its term for an additional eight (8) years, at the rental rates as herein provided.

D. WHEREAS, as a condition for Lessee continued tenancy at the subject facility, Lessee has requested certain repairs and installation work, delineated on Exhibit A attached hereto and incorporated herein by this reference, and Lessor has agreed to perform said work at its own cost and expense. Should Lessor fail to perform the required work within the specified terms found in the attached Exhibit A, Lessee may elect to perform said work and deduct its costs thereof from the installments of rent next due to Lessor.

NOW THEREFORE, in consideration of the foregoing recitals and of the rents, covenants and agreements herein contained, which are hereby deemed a contractual part hereof, and of the terms, conditions and covenants contained in the Lease and hereinafter provided, and intending to be legally bound, the parties do hereby mutually agree as follows:

**1. TERM:**

Paragraph 2 of the Lease shall be amended as follows:

Lessor and Lessee hereby agree to extend the Term of the Lease for an additional period of eight (8) years (the "Extension Term"), commencing upon approval of this Amendment No. 3 to Lease by the County's Board of Supervisors, and expiring on the eighth (8th) anniversary of such approval, unless terminated earlier as provided in the Lease, as amended.

**2. RENT:**

Paragraph 3 of the Lease shall be amended as follows:

Lessee shall pay Lessor the Base Rent stated herein for the Extension Term hereof. Base Rent for any partial month shall be prorated in proportion to the number of days in such month. The amount of Base Rent payable by Lessee hereunder shall be adjusted as follows:

<u>Year</u>	<u>Rate/Square foot</u>	<u>Monthly</u>
1	\$0.95	\$12,910.50
2	\$0.95	\$12,910.50
3	\$1.01	\$13,725.90
4	\$1.01	\$13,725.90
5	\$1.07	\$14,541.30
6	\$1.07	\$14,541.30
7	\$1.13	\$15,356.70
8	\$1.13	\$15,356.70

**3. CANCELLATION:**

Paragraph 4 of the Lease shall be deleted in its entirety and in its place shall be substituted the following:

Lessee shall have the right, subject to the provisions of this Paragraph 4, to terminate the Lease ("Termination Right") with respect to the entire Premises, at any time after the twelfth (12th) month after the Effective Date under the Amendment No. 3 to Lease ("Early Termination Date"), so long as Lessee delivers to Lessor (i) a written notice ("Termination Notice"), of its election to exercise its Termination Right, delivered to Lessor not less than one hundred and twenty (120) days prior to the effective date of the termination. If Lessee timely and properly exercises the Termination Right, Lessee shall vacate the Premises and deliver possession thereof to Lessor in the condition required by the terms of this Lease on or before the Early Termination Date and Lessee shall have no further obligations under this Lease except for those accruing prior to the Early Termination Date and those which, pursuant to the terms of this Lease, survive the expiration or early termination of this Lease.

**4. NOTICES:**

Paragraph 15 of the Lease shall be amended as follows:

The name of the Lessor is hereby amended and the Lessor is J.B. Realty, LLC, a California limited liability company.

Notices under Paragraph 15 is hereby amended as follows:

J.B. Realty, LLC  
751 Weir Canyon, Suite 157-311  
Anaheim, CA 92808

**5. HOLDOVER:**

Paragraph 6 of the Lease shall be deleted in its entirety and in its place shall be substituted the following:

If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Amendment No. 3 to the Lease, such tenancy shall be from month-to-month only, subject to all terms and conditions of the Lease, including the terms of this Amendment No. 3, but shall not be a renewal of the Lease. Lessor may during the holdover cancel this lease by providing Lessee at least ninety (90) days prior written notice; Lessee may during holdover cancel this lease by providing Lessor at least thirty (30) days written notice from the Chief Executive Officer of Lessee. During any such Holdover, Lessee shall pay rent at the monthly Base Rent payable under this Amendment No. 3 of the Lease (as such Base Rent may be adjusted from time to time in accordance with the terms of this Amendment No. 3 to the Lease) plus all other charges, and subject to all the terms, covenants and conditions of the Lease, including this Amendment No. 3 to Lease. Should there be a holdover at the end of the term, the rent shall be raised five percent (5%) per year.

**6. ALTERATIONS AND PREPARATION OF THE PREMISES:**

Paragraph 30 of the Lease shall be deleted in its entirety and in its place shall be substituted the following:

**a. Lessor Consent**

Lessee shall not make any structural alterations, improvements, additions, or utility installations in or about the Premises (collectively, "Alterations") without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. However, Lessor's consent shall not be required for any Alteration that satisfies all the following criteria:

- i. complies with all laws;
- ii. is not visible from the exterior of the Premises;
- iii. will not materially affect the systems or structure of the Premises; and
- iv. does not unreasonably interfere with the normal and customary business office operations of other tenants on the Premises if applicable.

Lessor's failure to respond in writing within thirty (30) days of delivery by Lessee of a written request to make alteration shall be deemed to be Lessor's approval of the Alterations.

**b. Installation of Electronic Gate Access to Parking Lot**

As requested by Lessee, Lessor shall allow and provide for the installation of two (2) electric gate operators at the two rolling gates along the easterly property line. One monitor camera and intercom shall be provided at the easterly main parking gate with pushbutton operation at the secretarial station along with intercom base and monitor. Thirty (30) remote controls shall be provided for main entry gate. An interior hardwired pushbutton operator shall be installed for the northerly gate and located at the driveway building door. Installation shall be in accordance with the attached Lessor's Work Letter attached hereto and incorporated herein as though set forth in full. Lessor agrees that these can be installed if requested by the user and using the contractor pursuant to the terms of the Lessor's Work Letter. The expense of installation shall be borne by Lessee except that Lessor will pay the first five-thousand dollars

(\$5,000.00) of the cost of installation, and Lessee will pay the balance of the installation cost remaining thereafter with total costs not exceeding thirty-two thousand dollars (\$32,000) and subject to the Lessee's final approval. Should Lessee terminate this agreement prior to the 24th month, the \$5,000 funding provided by the Lessor shall be prorated over the 24-month period and reimbursed by the Lessee to the Lessor. Payments for the electric gates provided above shall be made by Lessor to licensed contractor and reimbursed to Lessor by Lessee.

**7. ORIGINAL LEASE IN FULL FORCE.**

Notwithstanding any language to the contrary within this Amendment No. 3 to Lease, except as specifically amended or modified herein, each and every term, covenant, and condition of the Lease as amended hereby is ratified and shall remain in full force and effect. Lessee represents and warrants as of the date hereof that (a) no defenses or offsets exist to the enforcement of the Lease by Lessor, (b) neither Lessee nor Lessor is in default in the performance of the Lease or any provisions contained therein, (c) neither Lessee nor Lessor has committed any breach of the Lease, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by Lessee or Lessor under the Lease. In the event of a conflict between the Lease and the prior amendments to the Lease and this Amendment No. 3, the terms of this Amendment No. 3 shall control.

**8. MISCELLANEOUS**

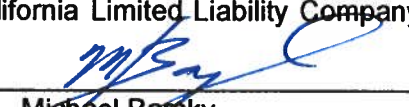
Each of the signatories for the Lessor personally covenant, warrant and guarantee that each of them, jointly and severally, have the power and authority to execute this Amendment No. 3 upon the terms and conditions stated herein and each agrees to indemnify and hold harmless Lessee from all damages, costs, and expenses, which result from a breach of this representation.

*[Signature Pages Immediately Follows]*

**IN WITNESS, WHEREOF**, the Lessor has executed this Amendment No. 3 or caused it to be duly executed, and the County of Los Angeles, pursuant to a delegation of authority from the Los Angeles County Board of Supervisors, has caused this Amendment No. 3 to be executed on its behalf by the Chief Executive Officer of said County or her designee on the day, month, and year first written above.

**LESSOR:**

**J.B. REALTY, LLC**  
A California Limited Liability Company

By:   
Michael Barsky  
Member duly Authorized

By:   
Jeffrey Barsky  
Member duly Authorized

By:   
Lauren Rickey Greene  
Member duly Authorized

**LESSEE:**

**COUNTY OF LOS ANGELES**  
a body corporate and politic

SACHI A. HAMAI  
Chief Executive Officer

By: \_\_\_\_\_  
David P. Howard  
Assistant Chief Executive Officer


**ATTEST:**

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

MARY C. WICKHAM  
County Counsel

By:   
Deputy

## **EXHIBIT A**

As a material condition for Lessee extending its tenancy of the subject Premises, Lessor agreed to perform the following repairs and installation work at Lessor's own cost and expense.

- Lessor shall cause the Premises to fully comply with CASp inspection report prepared by Chad Frisby, CBO, CASp 360, with an inspection date of 12/03/2018, which has been provided to Lessor, within thirty (30) days from the date of the execution of this Amendment No. 3 by the parties herein.
- Lessor shall provide for the installation of two (2) electric gate operators at the two (2) rolling gates along the easterly property line along with any incidental requirements related thereto. One (1) monitor camera and intercom shall be provided at the easterly main parking gate with pushbutton operation at the secretarial station along with intercom base and monitor. Thirty (30) remote controls shall be provided for main entry gate. An interior hardwired pushbutton operator shall be installed for the northerly gate and located at the driveway building door. Lessor agrees to have these installed if requested by the Lessee using the contractor chosen pursuant to the terms of the Lessor's Work Letter attached hereto and incorporated herein by this reference. The Lessor shall pay for the cost and expense of the work. Lessee will reimburse the Lessor the full amount of the work less five-thousand dollars (\$5,000.00), which shall be at the expense of the Lessor. Lessee will pay the balance of the installation cost remaining thereafter, with the total installation cost and expense not to exceed \$32,000 in total and all subject to the Lessee's final approval of the estimates and work completion. Should Lessee terminate this agreement prior to the 24th month, the \$5,000 funding provided by the Lessor shall be prorated over the 24-month period and reimbursed by the Lessee to the Lessor. Lessor shall install the two electronic gate operators within twelve (12) months from the date of the execution of this Amendment No. 3. by the parties herein.

Should Lessor fails to complete the required repairs within the applicable time periods set forth herein, Lessee may perform said work thereafter and deduct its costs for the same from the installments of rent next due to Lessor.

## LESSOR'S WORK LETTER

This Work Letter supplements the Lease and Amendments 1 through 3 (the "Lease") originally dated June 2, 1993 with Amendment No. 3 executed concurrently herewith by and between J.B. Realty, LLC ("Lessor") as Lessor or Landlord, and the **COUNTY OF LOS ANGELES** ("Lessee" or "County" or "Tenant") as Lessee or Tenant, covering certain Premises described in the Lease. Terms capitalized but not otherwise defined herein shall have the meanings ascribed to them in the Lease.

The parties hereby agree as follows:

1. Basic Work Letter Information. The following terms as used herein shall have the meanings provided in this Section unless otherwise specifically modified by provisions of this Work Letter.

- |  |  |
|--|--|
| (a) <u>Base Tenant Improvement Allowance:</u>                                | \$5,000  |
| (b) <u>Additional Tenant Improvement Allowance:</u>                          | Not applicable.  |
| (c) <u>Maximum Change Order Allowance:</u>                                   | None   |
| (d) <u>Additional Tenant Improvement and Change Order Amortization Rate:</u> | Not applicable.  |
| (e) <u>Base Rent Reduction per \$1,000:</u>                                  | Not applicable.  |
| (f) <u>Tenant's Work Letter Representative:</u>                              | An assigned staff person of the Chief Executive Office-Real Estate Division TBD.   |
| (g) <u>Landlord's Work Letter Representative:</u>                            | Robert Schrage or an assigned staff person of the Landlord.  |
| (h) <u>Landlord's Address for Work Letter Notice:</u>                        | J.B. Realty, LLC<br>751 Weir Canyon, Suite 157-311<br>Anaheim, CA 92808<br>with a copy to<br>Robert A. Schrage, Esq.<br>191 Post Road West<br>Westport, CT 06880<br>Fax Number" 310 496-3223 |
| (i) <u>Tenant's Address for Work Letter Notice:</u>                          | Board of Supervisors<br>Kenneth Hahn Hall of Administration<br>Room 383<br>500 West Temple Street<br>Los Angeles, California 90012   |

With a copy to:

Chief Executive Office-  
Real Estate Division  
222 South Hill Street, 3<sup>rd</sup> Floor, Los  
Angeles, California 90012  
Attention: Director of Real Estate

Fax Number: (213) 217-4971

(j) Addenda:

Addendum A: Intentionally omitted.  
Addendum B: Tenant improvements.  
Addendum C: Memorandum of Tenant  
Improvement Cost

2. **Construction of the Building.**

**Additional Costs Not Tenant Improvement Costs.**

(a) In the event that the Building as initially constructed does not comply with current life-fire safety codes, disabled access codes (including, without limitation, the ADA), and/or earthquake safety codes, and Landlord incurs increased design or construction costs that it would not have incurred had the Building been in compliance with such codes, such costs shall be paid by Lessor and Lessee shall have no financial responsibility for such costs.

(b) Should the need arise for Lessor to bring the property up to code, any such work shall be completed at the Lessor's expense

3. **Selection of Architect and Engineer.**

Intentionally omitted.

4. **Selection of Contractor.**

The proposed tenant improvements, as defined in Paragraph 7 below, shall be submitted to contractors, who are selected by Lessor and approved by Lessee, sufficient in number so that a minimum of three bids are received. Lessor and Lessee shall review the bids and, shall select the most qualified bidder offering the lowest price and such contractor ("Contractor") shall enter into a construction contract ("Construction Contract") with Lessor consistent with the terms of the bid to construct the Tenant Improvements.

5. **Preparation of Plans and Specifications and Construction Schedule.**

5.1 Landlord shall have the contractor prepare all the necessary paperwork for the issuance and cost of any required permits (Plan Submission Date) The paperwork and any required plans and specifications shall be suitable for plan check review and the issuance of a permit for the construction and finish of the Tenant Improvements consistent with the design and construction of the Tenant Improvements, including electrical and mechanical drawings, capacity reports, finish plans, power, data lines, life safety devices, and any construction detail showing the location of the electrical outlets, telecom outlets, doors, equipment specifications (including weight specifications) and power requirements (including voltage, amps, phase, and special plugs and connections), and other Tenant Improvements. Nothing in this Section 5.1 shall be construed as necessary if the local jurisdictional authority does not require such.



5.2 Approval of Plans by Lessee. Approval by Lessee shall not be deemed to be a representation by Lessee as to the adequacy or correctness of the design of the Tenant Improvements.

6. Payment of Tenant Construction Costs.

Method of Payment. That portion of the tenant improvement costs over the Base Tenant Improvement Allowance used to pay for the Tenant Improvement Costs shall be paid to Lessor by the Lessee in a lump sum when the Tenant Improvements are completed.

7. Construction of Tenant Improvements.

7.1 Tenant Improvements. Tenant Improvements to be constructed by Landlord are described more particularly on Addendum B hereto. If any work required by the Final Plans is not described on Addendum B hereto the work shall be performed by Lessor at its own cost and expense and not included in the cost of Tenant Improvements.

7.2 Bids. Unless waived by Lessee in writing, any major contractors, subcontractors and materials providers providing labor and/or materials for the Tenant Improvements shall be selected only after at least three bids have been solicited from responsible and qualified bidders. Lessor shall submit at least three fixed price bids for the construction of the Tenant Improvements to Lessee for its review prior to the award of the Construction Contract. The bids shall be jointly reviewed. The bids shall include an itemized list of all materials and labor and shall include all additional costs, including architects and engineering fees, permits, reasonable contractor's profit and overhead, and project management fees.

(a) Permits. Lessor shall secure the approval of governmental authorities, and all permits required by governmental authorities having jurisdiction over such approvals and permits for the Tenant Improvements, promptly after approval of the Final Plans, if required by local jurisdictional authority.

(b) Commencement of Construction. Lessor shall commence construction of the Tenant Improvements within 15 days after issuance of all such necessary permits. Lessor shall commence and, diligently proceed to construct and complete all Tenant Improvements, subject to any cessation that may be caused by Force Majeure Delays.

7.3 Construction. Construction of the Tenant Improvements will be subject to the following terms and conditions:

(a) Notice of Nonresponsibility. Lessor and the Contractor shall cooperate with Lessee in posting a notice or notices of non-responsibility by Lessee.

(b) Clean-Up and Substandard Work. Lessor will be responsible for all clean-up with respect to the Tenant Improvements, whether in the Premises themselves or in other areas utilized by Lessor or its contractors, and agrees to reimburse Lessee for any and all expenses reasonably incurred by Lessee by reason of substandard work performed by Lessor's contractor or contractors (as reasonably determined by Lessee according to the usual standards of work in the Building) or as a result of inadequate clean-up.

(c) Compliance with Laws. Construction of the Tenant Improvements shall comply with all applicable laws and regulations and shall be subject to the general inspection of Lessee. 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 Labor Code of the State of California. Under the provisions of the Labor

Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workman or mechanic needed for the construction of the improvements.

(d) Construction called for under this Amendment shall not delay the effective date of the Amendment or the payment of Base Rent.

8. **Change Orders.**

Lessee and Lessor may make changes, additions, deletions or alterations in the Final Plans ("Change Order") provided both Tenant and Landlord approve such changes in writing. Lessee shall pay for Change Orders by a payment in a lump sum upon completion of the Tenant Improvements. Lessor shall submit to Lessee's Chief Executive Officer with each requested Change Order (i) the specific cost of the requested change, (ii) the cumulative net total cost of all Change Orders previously approved, and (iii) an estimate of the construction time which will be increased or shortened if the Change Order is approved. Each Change Order must be signed and dated by the Chief Executive Officer.

9. **Tenant Improvement Costs Adjustment and Right to Audit.**

Within fourteen (14) days of the completion of the Tenant Improvements and final sign-off by the local jurisdictional authority, if required, Lessor shall provide to Lessee a statement showing in reasonable detail all Tenant Improvement Costs and the total amount payable hereunder by Lessee to Lessor. Upon approval of the statement by Lessee, payments by either party pursuant to the Lease and this Lessor's Work Letter shall be adjusted as appropriate, based upon such statement. Lessee shall have the right to audit these costs for a period of 9 months from the date of acceptance by Lessee of the Premises. In the event the audit shows that Lessee is entitled to a reduction in payments to the Landlord under this Lessor's Work Letter, Lessee shall provide Lessor with a copy of the audit summary and Lessor, within 30 days, shall refund to Lessee the amount of any overpayment made by Lessee.

10. **Exclusions.**

Intentionally omitted.

11. **Delay.**

Force Majeure Delays. Intentionally omitted.

12. **Limitations.**

Intentionally omitted.

13. **Tenant Remedies.**

Intentionally omitted.

14. **Representatives.**

14.1 **Tenant Representative.** Lessee will designate Lessee's Work Letter Representative as its sole representative with respect to the matters set forth in this Lessor's Work Letter who, until further notice to Lessor, shall have the full authority and responsibility to act on behalf of Lessee as required in this Work Letter and whose address, for purposes of any

notices to be given regarding matters pertaining to this Lessor's Work Letter only, is Lessee's Address for Work Letter Notice as set forth in Section 1.

14.2 Lessor Representative. Lessor has designated Lessor's Work Letter Representative as its sole representative with respect to the matters set forth in this Work Letter who, until further notice to Lessee, shall have the full authority and responsibility to act on behalf of Lessor as required in this Lessor's Work Letter and whose address, for purposes of any notices to be given regarding matters pertaining to this Lessor's Work Letter only, is Lessor's Address for Work Letter Notice as set forth in Section 1.

15. Construction Meetings. Intentionally omitted.

16. Delivery. Delivery of all plans and drawings referred to in this Work Letter shall be by commercial messenger service, personal hand delivery, or in electronic format unless otherwise agreed by Lessor and Lessee.

[SIGNATURE PAGE FOLLOWS]

**LESSOR:**

**J.B. REALTY, LLC**

A California Limited Liability Company

By: 

Michael Barsky  
Member duly Authorized

By: 

Jeffrey Barsky  
Member duly Authorized

By: 

Lauren Rickey Greene  
Member duly Authorized

**LESSEE:**

**COUNTY OF LOS ANGELES**

a body politic and corporate

SACHI A. HAMAI

Chief Executive Officer

By: \_\_\_\_\_

David P. Howard  
Assistant Chief Executive Officer

**ATTEST:**

DEAN C. LOGAN

Registrar-Recorder/County Clerk

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

MARY C. WICKHAM

County Counsel

By: 

Deputy

**ADDENDUM A - To Landlord's Work Letter**

**INTENTIONALLY OMITTED.**

## **ADDENDUM B - To Lessor's Work Letter**

### **TENANT IMPROVEMENTS**

Tenant Improvements shall include:

Lessor shall provide for the installation of two electric gate operators at the two rolling gates along the easterly property line along with any incidental requirements related thereto. One monitor camera and intercom shall be provided at the easterly main parking gate with pushbutton operation at the secretarial station along with intercom base and monitor. Thirty remote controls shall be provided for main entry gate. An interior hardwired pushbutton operator shall be installed for the northerly gate and located at the driveway building door. Lessor agrees to have these installed if requested by the Lessee using the contractor chosen pursuant to the terms of the Lessor's Work Letter. The Lessor shall pay for the cost of the work. Lessee will reimburse the Lessor the full amount of the work less five-thousand dollars (\$5,000.00), which shall be at the expense of the Lessor. Lessee will pay the balance of the installation cost remaining thereafter with costs not to exceed \$32,000 in total and all subject to the Lessee's final approval of the estimates and work completion. Should Lessee terminate this agreement prior to the 24th month, the \$5,000 funding provided by the Lessor shall be prorated over the 24-month period and reimbursed by the Lessee to the Lessor. Notwithstanding the foregoing or any language to the contrary contained herein, the aforementioned Tenant Improvements shall be constructed solely at Lessee's option, which option shall be at Lessee's absolute and sole discretion.

**ADDENDUM C - TO Lessor's Work Letter  
MEMORANDUM OF TENANT IMPROVEMENT COST**

Reference is made to that certain Lease ("Lease") dated the \_\_\_\_ day of \_\_\_\_, 20\_\_, between County of Los Angeles, a body politic and corporate ("Tenant"), and \_\_\_\_, a \_\_\_\_ ("Landlord"), whereby Landlord leases to Tenant and Tenant leases from Landlord certain premises in the building located at \_\_\_\_ ("Premises"),

Landlord and Tenant hereby acknowledge the following:

1) Landlord represents that Tenant Improvement Work to the Premises has been in substantially complete condition as of \_\_\_\_, and the Lease commenced on \_\_\_\_ ("Lease Commencement").

2) Landlord and Tenant hereby confirm the final total cost of the Tenant Improvement Work for the demised Premises which have been completed pursuant the Work Letter to this Lease is: \_\_\_\_).

(a) The aforementioned final total cost is comprised of:

<u>Lease Budget:</u>		<u>Actual Cost:</u>
\$ _____	Base Tenant Improvement Allowance	\$ _____
\$ _____	Additional Tenant Improvement Allowance	\$ _____
\$ _____	Change Order Allowance	\$ _____
\$ _____	Total	\$ _____

(b) Per the terms of the Lease, Tenant shall prepay Landlord in a lump sum for all of the Tenant Improvement Costs less \$5,000, which shall be responsibility of Lessor.

IN WITNESS WHEREOF, this memorandum is executed this \_\_\_\_ day of \_\_\_\_, 20\_\_.

Tenant:

Landlord:

**COUNTY OF LOS ANGELES**  
a body politic and corporate

a \_\_\_\_\_

By: \_\_\_\_\_  
DEAN LEHMAN  
Acting Senior Manager,  
Real Estate Division

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: Authorized Representative

# **SHERIFF ANTICIPATED BOARD LETTER FACT SHEET**

## **SUBJECT**

- A seven-year lease amendment for 98,840 square feet of office and storage space at 12440 East Imperial Highway, Norwalk.

## **TARGETED BOARD AGENDA**

- October 29, 2019

## **DESCRIPTION OF PROGRAM / ITEM**

The facility houses the following Sheriff's program/functions:

- The Records and Identification Bureau, including its Public Service Unit which collects, inputs, and stores data for future retrieval of documents and electronic records on arrests, booking records, case investigations, etc. Within this bureau, the Countywide Warrants and the Fingerprint Unit operate on a 24-hour, 7 days-a-week basis;
- The Data Systems Bureau plans, develops, coordinates, and manages automated systems and data connections for the Sheriff's interface with the County, State, and Federal criminal justice agencies;
- The Crime Analysis Program is responsible for the preparation of all State and Federally mandated reports and maintaining the quality control of crime and arrest statistics;
- The Advanced Surveillance and Protection Unit implements new and emerging technologies in the areas of intelligence gathering capabilities, crime deterrence, evidence collection, and crime prevention and intervention; and
- The Body Worn Camera Unit oversees the procurement, implementation, training, storage, discovery, and management of body worn cameras for the Sheriff.
- These programs perform essential functions for the Sheriff and need to continue to operate without interruption. Remaining in this space will allow the Sheriff to do so. Further, the tenant improvements provided for this space was unique and costly due to the need to accommodate all the computer equipment.



## **AMOUNT / COST**

- The maximum first year rental cost shall be \$2,194,248, or \$182,854 per month, with annual rental increases based on the Consumer Price Index and capped at 3 percent. The existing base rent of \$1.8534 decreased by 0.18 percent for a new base rent of \$1.85 per square foot per month.
- The aggregate costs, including rent, reserved parking, and estimated electricity costs for the proposed lease amendment over the entire term is estimated to be \$19,383,320. This is a modified gross net electricity lease whereby the Lessor is responsible for all operational costs associated with the lease except for electricity costs which is reimbursable to the Lessor.
- Landlord will also provide an additional \$47,250 allowance to be applied either to future tenant improvements or credited against future amounts due under the lease at the County's sole discretion.

## **FUNDING SOURCE**

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

## **PURPOSE**

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

## **CONTRACTING PROCESS (if applicable)**

- N/A

## **CHANGES FROM PREVIOUS YEAR**

- N/A

## **CHANGES TO DEPLOYMENT / STAFFING PLAN**

- N/A

## **ISSUES / CONCERNS**

- N/A

## **SUCCESSES / ACCOMPLISHMENTS**

- N/A

## **DISTRICT(S) IMPACTED**

- Fourth

## **CONTACT PERSON**

- **Michael Navarro**
- **(213) 974-4364**
- **[mnavarro@ceo.lacounty.gov](mailto:mnavarro@ceo.lacounty.gov)**



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"*

Board of Supervisors  
HILDA L. SOLIS  
First District

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Third District

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Fourth District

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Fifth District

October 29, 2019

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

Dear Supervisors:

**LEASE AMENDMENT  
SHERIFF'S DEPARTMENT  
12440 EAST IMPERIAL HIGHWAY, NORWALK  
(FOURTH DISTRICT)  
(3 VOTES)**

**SUBJECT**

Approval of a proposed lease amendment to add an additional seven years and two five-year options for the Sheriff's Department continued use of 98,840 square feet of office, computer, and storage space, and 403 on-site non-exclusive surface parking spaces and 13 reserved parking spaces.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed lease amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Sonnenblick Del Rio Norwalk, LLC, (Landlord), for approximately 98,840 square feet of office, computer, and storage space, and 403 on-site non-exclusive surface parking spaces, and 13 reserved parking spaces located at 12440 East Imperial Highway, Norwalk, CA to be occupied by the Sheriff's Department (Sheriff). The estimated maximum cost of the proposed lease amendment, including rent, parking, and estimated electricity cost is \$19,383,320 over the initial seven-year term. The rental costs will be funded 100 percent with net County costs.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed lease amendment, and authorize the Chief Executive Officer or her designee to take actions necessary and appropriate to implement the proposed lease amendment, including, without limitation, early termination rights and exercising any options to extend.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Sheriff has been at the 12440 East Imperial Highway, Norwalk location since January 2000, when it was initially built-out for County use. The facility houses the following Sheriff's program/functions:

- The Records and Identification Bureau, including its Public Service Unit which collects, inputs, and stores data for future retrieval of documents and electronic records on arrests, booking records, case investigations, etc. Within this bureau, the Countywide Warrants and the Fingerprint Unit operate on a 24-hour, 7 days a week basis;
- The Data Systems Bureau plans, develops, coordinates, and manages automated systems and data connections for the Sheriff's interface with the County, State, and Federal criminal justice agencies;
- The Crime Analysis Program is responsible for the preparation of all State and Federally mandated reports and maintaining the quality control of crime and arrest statistics;
- The Advanced Surveillance and Protection Unit implements new and emerging technologies in the areas of intelligence gathering capabilities, crime deterrence, evidence collection, and crime prevention and intervention; and
- The Body Worn Camera Unit oversees the procurement, implementation, training, storage, discovery, and management of body worn cameras for the Sheriff.

These programs perform essential functions for the Sheriff and need to continue to operate without interruption. Remaining in this space will allow the Sheriff to do so. Further, the tenant improvements provided for this space was unique and costly due to the need to accommodate all the computer equipment.

The existing lease recently expired on September 12, 2019, and the County is now on a month-to-month holdover with no penalty. Given the centralized location and costs associated with a potential move, the Sheriff requested to maintain its tenancy at this existing location. The facility is also in proximity to various public transportation routes, including the Norwalk/Santa Fe Transportation Center, several MTA bus lines, and the MTA Norwalk Green Line Station.

Approval of the recommended actions will find that the proposed lease amendment is exempt from CEQA and will allow the Sheriff to operate at the subject facility.

### **Implementation of Strategic Plan Goals**

The Countywide Strategic Plan Goal 1 of “Make Investments That Transform Lives” directs that we will aggressively address society’s most complicated social, health, and public safety challenges. This proposed lease amendment supports this goal by providing the Sheriff with a facility that provides proper accommodations for office space and other necessary associated uses.

The proposed lease amendment is in conformance with the Asset Management Principles, as outlined in Attachment A.

### **FISCAL IMPACT/FINANCING**

The proposed lease amendment will have the following financial impact:

- Base rent includes the 403 non-exclusive surface parking spaces and is subject to annual increases based on the Consumer Price Index capped at 3 percent per annum.
- The Landlord will provide 13 reserved parking spaces at the cost of \$40 per space. This rate is increased every five years by five percent.
- The existing base rent of \$1.8534 decreased by 0.18 percent for a new base rent of \$1.85 per square foot per month.
- The Landlord will provide, at his sole cost and expense, certain specified tenant improvements as agreed to by the Sheriff, to refresh the space, including, without limitation, new paint and carpet.
- In addition to refreshing the space, the Landlord will also provide an additional \$47,250 allowance to be applied either to additional tenant improvements or credited against future amounts due under the lease at the County’s sole discretion.
- The proposed lease amendment retains the existing lease’s modified gross basis, so Landlord is responsible for all repair and maintenance costs of the facility, including janitorial costs. However, the Sheriff is responsible for all electricity costs except Landlord will pay electricity for air condition during regular work hours and the Sheriff will pay for after-hours HVAC at \$85 per hour. Further, the Sheriff has certain areas that operate 24 hours per day, 7 days a week and the Sheriff will be responsible for electricity costs to supply the air conditioning for such 24/7 areas provided there is a separate meter.
- The aggregate costs, including rent, parking, and estimated electricity costs, associated with the proposed lease amendment over the entire term is estimated to be \$19,383,320 as shown on Attachment B.

Sufficient funding to cover the proposed rent and other costs for the first year of the proposed lease amendment term are included in the Fiscal Year (FY) 2019-20 Rent Expense budget and will be billed back to the Sheriff. The Sheriff has sufficient funding in its FY 2019-20 operating budget to cover the proposed rent and other costs, for the first year. Beginning in FY 2020-21, ongoing funding for costs associated with the proposed lease amendment will be part of the budget for the Sheriff.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

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

- A seven-year initial term with two options to extend the term for an additional five years with 240 days' notice, at 90 percent of fair market rent ("Option Rent"); however, the Option Rent during each period will not be less than the lower of \$1.85 per square foot per month or then fair market value. If all options are exercised, the total term of the proposed lease amendment would be seventeen years.
- The County does not have the right to early terminate the proposed lease during the initial term. However, if the County exercises either option to extend, the County has the right to terminate the lease any time after three years of such extended term.
- Holdover is allowed with rent during the holdover period at 125 percent of the last rent paid; provided, however, if the County enters into a new lease for the premises, the 25 percent holdover premium paid by the County would be credited back to the County.
- The proposed lease amendment will be effective after approval by the Board and full execution of the proposed lease amendment.

The CEO did issue a flyer for this space requirement; however, the Sheriff was not interested in moving and requested to remain due to the large costs associated with a move and the disruption in its operations. The CEO conducted a market search of available office space for lease to confirm the proposed rental rate is within market.

Based upon a review of available industry data, it has been established that the annual rental range for comparable space is between \$24.67 and \$33.36 per square foot per year on a modified gross basis. Thus, the base rental rate of \$22.20 per square foot per year modified gross (which excludes electricity) for the proposed lease amendment represents a rate that is below the market range for the area. We recommend the proposed facility because of its below market rate cost to the County, the Sheriff's preference to provide uninterrupted services to the community from this location and the fact that relocating the Sheriff from this location would be cost prohibitive and fiscally impractical.

Attachment 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 Norwalk has been sent in accordance with Government Code Section 25351. County Counsel has reviewed the attached proposed lease amendment and approved it as to form.

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

## **ENVIRONMENTAL DOCUMENTATION**

The proposed lease amendment is exempt from CEQA. The proposed lease amendment, which extends the term of existing lease space with minor tenant improvements within an existing building, is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines) and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed lease amendment, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

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

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

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

## **CONCLUSION**

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

Respectfully submitted,

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

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

**SHERIFF**  
**12440 EAST IMPERIAL HIGHWAY, NORWALK**  
**Asset Management Principles Compliance Form<sup>1</sup>**

<b>1.</b>	<b><u>Occupancy</u></b>		<b>Yes</b>	<b>No</b>	<b>N/A</b>
A	Does lease consolidate administrative functions? <sup>2</sup>		X		
B	Does lease co-locate with other functions to better serve clients?		X		
C	Does this lease centralize business support functions?		X		
D	Does this lease meet the guideline of 200 sq. ft of space per person? <sup>2</sup> <b>This space is also used for computer equipment and storage.</b>			X	
E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? <sup>2</sup> <b>Parking is provided at 5/1000 at no additional cost.</b>			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		
<b>2.</b>	<b><u>Capital</u></b>				
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 Attachment C?		X		
G	Was build-to-suit or capital project considered? <b>The County already occupies a portion of the facility and a capital project was not considered.</b>			X	
<b>3.</b>	<b><u>Portfolio Management</u></b>				
A	Did department utilize CEO Space Request Evaluation (SRE)?		X		
B	Was the space need justified?		X		
C	If a renewal lease, was co-location with other County departments considered? <sup>2</sup> <b>Department prefers to remain in the existing premises for programmatic reasons.</b>		X		
D	Why was this program not co-located?				
	1. ___ The program clientele requires a "stand alone" facility.				
	2. <u>X</u> No suitable County occupied properties in project area.				
	3. ___ No County-owned facilities available for the project.				
	4. ___ Could not get City clearance or approval.				
	5. ___ The Program is being co-located.				
E	Is lease a full-service lease? <sup>2</sup> <b>This is a modified gross lease. County is responsible for electricity costs.</b>			X	
F	Has growth projection been considered in space request?			X	
G	Has the Dept. of Public Works completed seismic review/approval? <sup>1</sup>		X		
<sup>1</sup> As approved by the Board of Supervisors 11/17/98					
<sup>2</sup> If not, why not?					

**COMPARISON OF PROPOSED LEASE AMENDMENT AND EXISTING LEASE**

<b>Sheriff 12440 East Imperial Highway, Norwalk CA</b>	<b>Existing Lease</b>	<b>Proposed Lease Amendment</b>	<b>Change</b>
Area (Square Feet)	98,840	98,840	None
Term (years)	Eight Year Term (4/9/2009 - 4/8/2019) currently in month-to- month holdover	Seven Year Term (+ two (2) additional five (5) year options)	- 1 year
Annual Base Rent	\$2,198,159.64 (\$1.8533 per sq. ft. monthly/\$22.24 per sq. ft. annually)	\$2,194,248 (\$1.85 per sq. ft monthly/ (\$22.20 per sq. ft. annually)	-\$3,911.64
Parking Spaces 416 parking spaces (403 incl. in base rent, 13 reserved parking spaces will be provided at the cost of \$40 per space)	\$6,240	\$6,240	None
Estimated Annual Electricity Costs (\$3.65 per sq. ft.)	\$360,766	\$360,766	None
Rental Adjustment	Annual CPI capped at 3 percent	Annual CPI capped at 3 percent	None



## OVERVIEW OF THE PROPOSED LEASE COSTS

12440 East Imperial Highway  
Los Angeles Sheriff's Department

<b>Leased Area</b>	98,840	
<b>Term</b>	84 months/7 years	
<b>Annual Adjustment</b>	3%	
<b>Description</b>	<b>Base Rent Per RSF Per Month (\$)</b>	<b>Base Rent Per RSF PER Year (\$)</b>
	\$1.85	\$22.20
	<b>Per Space (13 Spaces)</b>	
<b>Parking Costs</b>	\$40/per space	
<b>Electricity Costs <sup>3</sup></b>	<b>Annual Fee Per RSF</b>	
	\$3.65	

	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	7th Year	Total 7 Year Rental Costs
<b>Annual Base Rent Costs <sup>1</sup></b>	2,194,248	2,260,075	2,327,878	2,397,714	2,469,645	2,543,735	2,620,047	16,813,342
<b>Annual Parking Costs <sup>2</sup></b>	6,240	6,240	6,240	6,240	6,552	6,552	6,552	44,616
<b>Electricity Costs <sup>3</sup></b>	360,766	360,766	360,766	360,766	360,766	360,766	360,766	2,525,362
<b>Total Annual Lease Costs</b>	2,561,254	2,627,081	2,694,884	2,764,720	2,836,963	2,911,053	2,987,365	19,383,320

<sup>1</sup> Annual rental costs includes fixed 3 percent annual increases.

<sup>2</sup> 13 reserved parking spaces are available at a cost of \$40 per space. This rate increases every five years by 5%.

<sup>3</sup> This amount is an estimation based on a historical annual electricity cost of \$3.65 per sq. ft. This is subject to change based on actuals.

**SHERIFF'S DEPARTMENT  
SPACE SEARCH – 3 MILE RADIUS FROM  
12440 EAST IMPERIAL HIGHWAY**

LACO	Name	Address	Ownership Type	Property Use	Gross SQFT	Net SQFT	Vacant
A176	Health Services - Ems	10100 Pioneer Blvd Santa Fe Springs 90670	Leased	Multiple Use Building - Office	41720	39634	NONE
A355	DCFS - Santa Fe Springs (SPA 7)	10355 Slusher Dr Santa Fe Springs 90670	Leased	Multiple Use Building - Office	65568	49743	NONE
A562	Health - County Emergency Medical Services (Ems)	10430 Slusher Dr Santa Fe Springs 90670	Leased	Storage Misc > 1000 SQFT	45290	44264	NONE
32979	PH - Santa Fe Springs Warehouse	10612 Shoemaker Ave Santa Fe Springs 90670	Leased	Climate Control Equipment Enclosure	9150	9150	NONE
4435	Fire Station 96	10630 S Mills Ave South Whittier 90604	Consolidated Fire Protection District	Fire Station	1926	1637	NONE
A511	DCFS - South Whittier Community Resource Center	10750 Laurel Ave Whittier 90605	Gratis Use	Multiple Use Building - Office	150	150	NONE
4775	Fire Station 115	11317 E Alondra Blvd Norwalk 90650	Consolidated Fire Protection District	Fire Station	2700	2295	NONE
32581	Star Center - Academy Building P	11515 S Colima Rd Whittier 90604	Financed	Storage Misc < 1000 SQFT	320	320	NONE
Y116	Star Center - Vehicle Garage B	11515 S Colima Rd Whittier 90604	Financed	Infrastructure Service Building	2170	1860	NONE
Y538	Star Center - Gymnasium Building I	11515 S Colima Rd Whittier 90604	Financed	School	17132	14596	NONE
D812	PW - Inc City Office (Santa Fe Springs)	11710 Telegraph Rd Santa Fe Springs 90670	Gratis Use	Multiple Use Building - Office	221285	221285	NONE
D210	Public Library - Alondra Library	11949 E Alondra Blvd Norwalk 90650	Permit	Library	6000	5061	NONE
6364	PW Sewer - Central Yard Service Building	12015 Shoemaker Ave Santa Fe Springs 90670	Owned	Infrastructure Service Building	2690	2270	NONE
6365	PW Sewer - Central Yard Garage	12015 Shoemaker Ave Santa Fe Springs 90670	Owned	Maintenance Building-Garage	4848	4570	NONE
4680	Fire Station 20	12110 E Adoree St. Norwalk 90650	Consolidated Fire Protection District	Fire Station	5036	4281	NONE
6797	Sheriff - Norwalk Station Maintenance Garage	12335 Civic Center Dr Norwalk 90650	Owned	Maintenance Building-Garage	4092	3678	NONE
6796	Sheriff - Norwalk Station	12335 Civic Center Dr Norwalk 90650	Owned	Public Safety Office/Station	33061	18718	NONE
5368	Public Library - Norwalk Library	12350 Imperial Hwy Norwalk 90650	Owned	Library	33749	27529	NONE
X168	Harry Hufford Registrar - Recorder/Co Clerk Building	12400 E Imperial Hwy Norwalk 90650	Financed	Multiple Use Building - Office	262510	240600	NONE
A553	DMH - Government Center Building	12440 E Imperial Hwy Norwalk 90650	Leased	Multiple Use Building - Office	10838	9754	NONE
A068	Norwalk Government Center (aka Bechtel Building)	12440 E Imperial Hwy Norwalk 90650	Leased	Multiple Use Building - Office	216324	197823	NONE
A022	DMH/Alt Pub Defender - Norwalk Office	12440 Firestone Blvd Norwalk 90650	Leased	Multiple Use Building - Office	6525	6096	NONE
X538	RR/CC - Service Center Complex (Warehouse)	12680 Corral Place Santa Fe Springs 90650	Owned	Storage Misc > 1000 SQFT	99494	94519	NONE
L627	Parking Structure (Norwalk Civic Center/Courthouse)	12720 Norwalk Blvd Norwalk 90650	Gratis Use	Parking Structure	315000		NONE
D221	DPSS - Norwalk WS District Office	12727 Norwalk Blvd Norwalk 90650	Leased	Multiple Use Building - Office	40500	29358	NONE
L819	Parking Lot (DPSS - Norwalk AP District)	12819 Norwalk Blvd Norwalk 90650	Owned	Parking Lot	24659	24659	NONE
31256	Amelia Mayberry Park - Lighted Multipurpose Field	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Field (Outdoor)	0	0	NONE

## ATTACHMENT C

LACO	Name	Address	Ownership Type	Property Use	Gross SqFt	NetSQFT	Vacant
L655	Amelia Mayberry Park - Parking Lot	13201 E Meyer Rd Whittier 90605	Owned	Parking Lot	0	0	NONE
32737	Amelia Mayberry Park - Service Storage Building	13201 E Meyer Rd Whittier 90605	Owned	Storage Misc < 1000 SQFT	375	345	NONE
31254	Amelia Mayberry Park - Volleyball Court	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Field (Outdoor)	1800	1800	NONE
31845	Amelia Mayberry Park - Recreation Building	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Center (Indoor)	2207	1638	NONE
31757	Amelia Mayberry Park - Activities Building	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Center (Indoor)	2592	2045	NONE
31253	Amelia Mayberry Park - Basketball Court	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Center (Indoor)	4200	4200	NONE
32033	Amelia Mayberry Park - Gymnasium	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Center (Indoor)	10541	10541	NONE
31255	Amelia Mayberry Park - Softball Field	13201 E Meyer Rd Whittier 90605	Owned	Athletic Court/Field (Outdoor) Amenities	87120	87120	NONE
32062	Amelia Mayberry Park	13201 E Meyer Rd Whittier 90605	Owned	Park	630313	630313	NONE
A279	DPW - South Whittier District/Sheriff's Sub - Station	13523 Telegraph Rd South Whittier 90605	Leased	Multiple Use Building - Office	3162	2981	NONE
0092	PW Road - Div #146 Subyard Office	13671 Telegraph Rd South Whittier 90604	Owned	Multiple Use Building - Office	576	518	NONE
0093	PW Road - Div #146 Subyard Garage	13671 Telegraph Rd South Whittier 90604	Owned	Infrastructure Service Building	2759	2483	NONE
Y201	Sheriff - Central Property Warehouse	14201 Telegraph Rd Whittier 90604	Financed	Storage Misc > 1000 SQFT	55000	54044	NONE
Y202	Sheriff - Central Supply Warehouse	14205 Telegraph Rd Whittier 90604	Financed	Storage Misc > 1000 SQFT	45000	43714	NONE
A358	DPSS - Information Technology Division (ITD)	14714 Carmenita Rd Norwalk 90650	Leased	Multiple Use Building - Office	44250	42038	NONE
A663	Public Defender - Document Storage	9830 Norwalk Blvd Santa Fe Springs 90670	Leased	Storage Special Condition	30911	29365	NONE
A566	Sheriff - So Cal High Tech Task Force	9900 Norwalk Blvd Santa Fe Springs 90670	Leased	Multiple Use Building - Office	22880	21736	NONE

## **FACILITY LOCATION POLICY ANALYSIS**

**Proposed lease renewal:** Lease Amendment for the Sheriff's Department – 12440 East Imperial Highway, Norwalk, CA – Fourth District.

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

**B. Determination of the Service Area** –The proposed lease amendment will allow the Sheriff to continue to provide security and essential public services to all who live in and visit the County of Los Angeles.

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

- Need for proximity to service area and population: The Sheriff is most effective when located in the same geographic area as their constituents. This location meets the service area criteria and remains in an appropriate area.
- Need for proximity to existing County facilities: The Sheriff needs to be within 20 miles of the Sheriff's headquarter building. This location is centrally located to other Sheriff facilities.
- 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 various public transportation routes, including the Norwalk/Santa Fe Transportation Center, several MTA bus lines, and the MTA Norwalk Green Line Station.
- Availability of affordable housing for County employees: N/A
- Use of historic buildings: N/A
- Availability and compatibility of existing buildings: There are no alternative existing County buildings available to meet the Sheriff's needs. Staff has been at this location since January 2000.
- Compatibility with local land use plans: The site is currently zoned commercial and the current use as office space is consistent with the building use and zoning. A notification letter has been sent pursuant to Government Code Section 25351.
- Estimated acquisition/construction and ongoing operational costs: The estimated maximum cost is \$19,383,320 which includes base rent, parking and estimated electricity costs. The base rent of \$22.20 per square foot per year is subject to annual Consumer Price Index adjustments capped at 3 percent. There are two 5-year options to extend available at 90 percent of Fair Market Value. Rental costs for Sheriff are funded primarily by County general funds.

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

Based upon the space and service needs of the Sheriff, staff surveyed the immediate area to determine the availability of comparable and more economical site alternatives.

The Sheriff wanted to remain in this location as it is cost prohibitive to relocate and replicate the existing space. Further, based upon a review of available industry data, staff has established that the annual rental range for comparable space is between \$24.67 and \$33.36 per square foot per year on a modified gross basis. Thus, the base rental rate of \$22.20 per square foot per year modified gross basis for the proposed lease amendment represents a rate that is below the market range for the area.

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

Authorizing the proposed lease amendment for Sheriff will provide adequate office space for their employees, efficient space for on-site service to clients, and the necessary storage and computer space for their Data Systems Bureau which is consistent with the County's Facility Location Policy, adopted by the Board of Supervisors on July 24, 2012. The cost of comparable sites was higher per square foot and would require additional tenant improvements that would further increase overall costs.