



AGENDA REPORT

Meeting Date: June 21, 2016
Item Number: D-2
To: Board of Directors, Parking Authority of the City of Beverly Hills
From: Kevin Kearney, Senior Management Analyst
Subject: AGREEMENT WITH THE SCHAFFEL GROUP, INC. FOR
BROKERAGE SERVICES RELATED TO THE ACQUISITION OF
REAL PROPERTY
Attachments: 1. Broker Agreement with The Schaffel Group, Inc.

RECOMMENDATION

It is recommended that the Board of Directors adopt the Broker Agreement with The Schaffel Group, Inc. for the purpose of negotiating the Parking Authority's purchase of the properties located at 177 and 195 S. Robertson Boulevard.

INTRODUCTION

The Parking Authority desires to engage The Schaffel Group, Inc. for the limited purpose of negotiating the terms for the Parking Authority's purchase of the properties at 177 and 195 S. Robertson Boulevard, Beverly Hills, 90211, which is currently owned by Ohr Haemet, Inc.

DISCUSSION

On June 6, 2016, the Board of Directors gave preliminary approval to The Schaffel Group's terms for representation on the transaction of the Property Profiles for 117 and 185 S. Robertson Boulevard. Said properties are reference as APN #433-008-009, 433-008-008 and 433-008-007. The formal approval of the attached Broker Agreement during the Parking Authority meeting would be the official agreement to the terms.

FISCAL IMPACT

A part of the agreement, the Parking Authority shall pay a commission of 2.5% of the purchase price to The Schaffel Group, Inc. if the purchase agreement is approved by both the Parking Authority and owner and if the sale closes by the closing deadline in the

Meeting Date: June 21, 2016

purchase agreement. The Parking Authority shall pay the commission from funds in the escrow for the purchase/sale transaction upon closing.



Mahdi Aluzri
Approved By

Attachment 1

BROKER AGREEMENT

THIS BROKER AGREEMENT (the "Agreement") is entered into by and between THE SCHAFFEL GROUP, INC., a California corporation ("Broker") and THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS, a California governmental entity ("Parking Authority").

RECITAL

Parking Authority desires to engage Broker for the limited purpose of negotiating the terms of the Parking Authority's purchase of the properties at 177 and 195 South Robertson Boulevard, Beverly Hills, California 90211 bearing Assessor's Parcel Number 433-008-007, 008 and 009 (the "Property") currently owned by Ohr Haemet, Inc. (the "Negotiation Services").

AGREEMENT

1. Broker's License. Broker represents and warrants to Parking Authority that it holds a valid real estate broker's license from the State of California and the license number is 00842890.

2. Services and Term. Broker shall diligently perform the Negotiation Services from the date hereof until the earlier of: (i) the approval and execution by the Parking Authority (in its sole and absolute discretion) and the owner of the Property of a purchase and sale agreement for the Property; or (ii) the date that is sixty (60) days after the date hereof. Broker shall have no authority to bind the Parking Authority and shall expressly disclose that in writing to the owner of the Property, with a copy to the Executive Director. Broker shall comply with the directions from the Executive Director in good faith as to the terms to be negotiated, but it is contemplated that the purchase agreement have an outside closing date or deadline that is one hundred and fifty (150) days from the date of the purchase agreement.

3. Approval of Purchase Agreement by Parking Authority. The Parking Authority is under no obligation, express or implied, to accept the negotiated terms or any proposed purchase and sale agreement.

4. Payment of Commission/Compensation. If a purchase agreement is approved and executed by Parking Authority and the owner, and the sale closes by the closing deadline in the purchase agreement, then Parking Authority shall pay, or cause to be paid, to Broker from funds in the escrow for the purchase/sale transaction, upon the closing of the purchase transaction, a commission of two and one-half percent (2.5%) of the purchase price. Broker acknowledges that the Parking Authority may require such commission to be paid by the owner/seller under the terms of the purchase and sale agreement, or by any seller's broker by splitting its commission with Broker, but the foregoing will not affect the Parking Authority's obligations set forth in the first sentence of this Section 4.

5. Time of Essence. Time is of the essence of every provision hereof in which time is a factor.

6. Complete Agreement. This Agreement constitutes the complete agreement of the parties as to the subject matter hereof.

7. Authority. The person executing this Agreement on behalf of Broker represents and warrants to Parking Authority that this Agreement has been duly authorized and approved by Broker and that such person has the authority to execute this Agreement on behalf of Broker.

EXECUTED the ____ day of _____, 2016.

PARKING AUTHORITY:

THE PARKING AUTHORITY OF THE CITY OF BEVERLY HILLS

JOHN A. MIRISCH
Chairman

ATTEST:

_____(SEAL)
BYRON POPE
Secretary

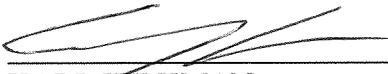
APPROVED AS TO FORM



LAURENCE S. WIENER
Counsel to the Parking Authority

APPROVED AS TO CONTENT

MAHDI ALUZRI
Executive Director



KARL KIRKMAN
Risk Manager

BROKER:

THE SCHAFFEL GROUP, INC.

By: 

SY SCHAFFEL
Chairman