



## AGENDA REPORT

**Meeting Date:** June 8, 2015  
**Item Number:** E-9  
**To:** Honorable Mayor & City Council  
**From:** Brenda Lavender, Real Estate & Property Manager   
**Subject:** AMENDMENT OF OFFICE LEASE BY AND BETWEEN THE CITY OF BEVERLY HILLS AND BEVERLY HILLS CPR  
**Attachments:** 1. Amendment of Office Lease

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### RECOMMENDATION

It is recommended that City Council approve the Amendment of Office Lease by and between the City of Beverly Hills and Beverly Hills CPR, a California nonprofit corporation, at 444 N. Rexford Drive 2<sup>nd</sup> Floor. A copy of the agreement is on file with the City Clerk.

### INTRODUCTION

Beverly Hills CPR (CPR) is a current tenant/partner with the City providing CPR training to city residents, and staff free of charge. CPR is looking to amend their current lease to add additional space. The additional space is located on the 2<sup>nd</sup> floor just above the current location within the City Hall campus as outlined in Exhibit A. The additional space will be used as the advanced training center to instruct professionals in the American Heart Association Advanced Cardiovascular Life Support. This class is required for medical professionals who respond to cardiovascular emergencies in and out of the hospital and is also provided to those who need to enhance their treatment knowledge. CPR's potential market would include all local doctors and nurses who are required by law to take this class.

### DISCUSSION

The term of the lease is ten (10) years and because this lease serves a public service, monetary considerations have been set at \$1.00 annually. CPR will be responsible for conducting all of the CPR, First Aid Training and now Advanced CPR Training. The City will maintain the Premises in conjunction with the rest of the City Hall campus.

Meeting Date: June 8, 2015

**FISCAL IMPACT**

The City's return on investment is difficult to quantify but includes the mandated training of City Staff, as well as invaluable training for residents and volunteers.

 David Lightner  
\_\_\_\_\_  
Approved By

# **Attachment 1**

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

City of Beverly Hills  
455 North Rexford Drive  
Beverly Hills, California 90210  
Attn: City Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned Lessor declares that this First Amendment to Lease is exempt from recording fees pursuant to California Government Code Section 27383.

### FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this "**Amendment**") is dated as of June 8, 2015 (the "**Effective Date**"), and is entered into by and between the CITY OF BEVERLY HILLS ("**Lessor**") and BEVERLY HILLS CPR, a California nonprofit corporation ("**Lessee**").

### RECITALS

A. Lessor and Lessee entered into that certain Office Lease dated September 15, 2009 (the "**Lease**") which affects a portion of the building located at 444 N. Rexford Drive, Beverly Hills, California (the "**Premises**").

B. A Memorandum of Lease was recorded on October 27, 2009 as Document No. 20091622350 in the Official Records of Los Angeles County.

C. Lessor and Lessee desire to amend the Lease.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Term. As of the date hereof, the expiration of the Term is extended to June 1, 2025.

2. Additional Premises. As of the date hereof, the Premises shall include the space on the second floor of 444 N. Rexford Drive in Beverly Hills that is shown on Exhibit "A" hereto.

3. Termination Rights. Either party may terminate the Lease upon ninety (90) days' prior written notice to the other.

4. Brokers. Lessee shall indemnify, defend and hold Lessor harmless from and against any claims that may be asserted against Lessor by any real estate broker, salesperson or finder in connection with this Amendment that is based on any agreements or communications between Lessee and any such real estate broker, salesperson or finder. Lessor represents and warrants that Lessor has not engaged any real estate broker, salesperson or finder in connection with this Amendment, and Lessor shall indemnify, defend and hold Lessee harmless from and against any claims that may be asserted against Lessee by any real estate broker, salesperson or finder in connection with this Amendment that is based on any agreements or communications between Lessor and any such real estate broker, salesperson or finder.

5. Surrender. Notwithstanding anything in the Lease to the contrary, Lessee's only obligation when surrendering the Premises to Lessor will be to leave the Premises in a broom-clean condition and make any repairs required by any removal of the exterior signage.

6. Conflict. In the event of a conflict or inconsistency between the terms and conditions of the Lease and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall prevail and control.

7. Continuing Effect. Except as specifically modified hereby, the Lease shall remain unaffected and unchanged. The Lease is hereby ratified and affirmed by Lessor and Lessee and remains in full force and effect as modified hereby.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

9. Authority. The person signing this Amendment on behalf of Lessee hereby represents and warrants that Lessee has duly authorized this Amendment and that he is duly authorized to executed this Amendment on behalf of Lessee.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment as of the date and year first above written.

**LESSOR:**

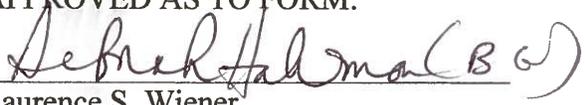
CITY OF BEVERLY HILLS

By: \_\_\_\_\_  
Julian A. Gold, M.D., Mayor

ATTEST:

APPROVED AS TO FORM:

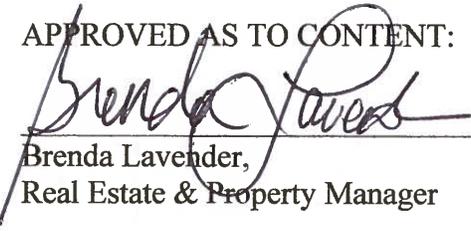
\_\_\_\_\_  
Byron Pope, City Clerk

  
\_\_\_\_\_  
Laurence S. Wiener,  
City Attorney

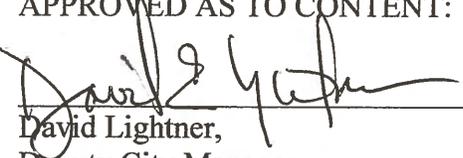
APPROVED AS TO CONTENT:

\_\_\_\_\_  
Mahdi Aluzri,  
Interim Executive Director

APPROVED AS TO CONTENT:

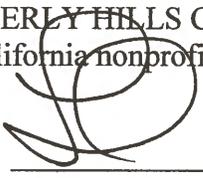
  
\_\_\_\_\_  
Brenda Lavender,  
Real Estate & Property Manager

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
David Lightner,  
Deputy City Manager

**LESSEE:**

BEVERLY HILLS CPR,  
a California nonprofit corporation

By:   
\_\_\_\_\_  
Les Bronte,  
Vice President & Secretary

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On May 27, 2015, before me, LOURDES SY-RODRIGUEZ,  
(insert name and title of the officer)

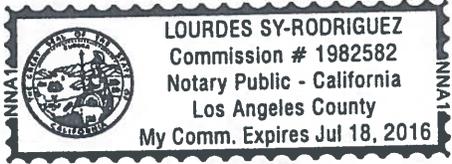
Notary Public, personally appeared Leslie Bronke,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Loude Sy-Rodriguez

(Seal)



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On \_\_\_\_\_, before me, \_\_\_\_\_,  
(insert name and title of the officer)

Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
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WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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State of California )  
County of Los Angeles )

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(insert name and title of the officer)

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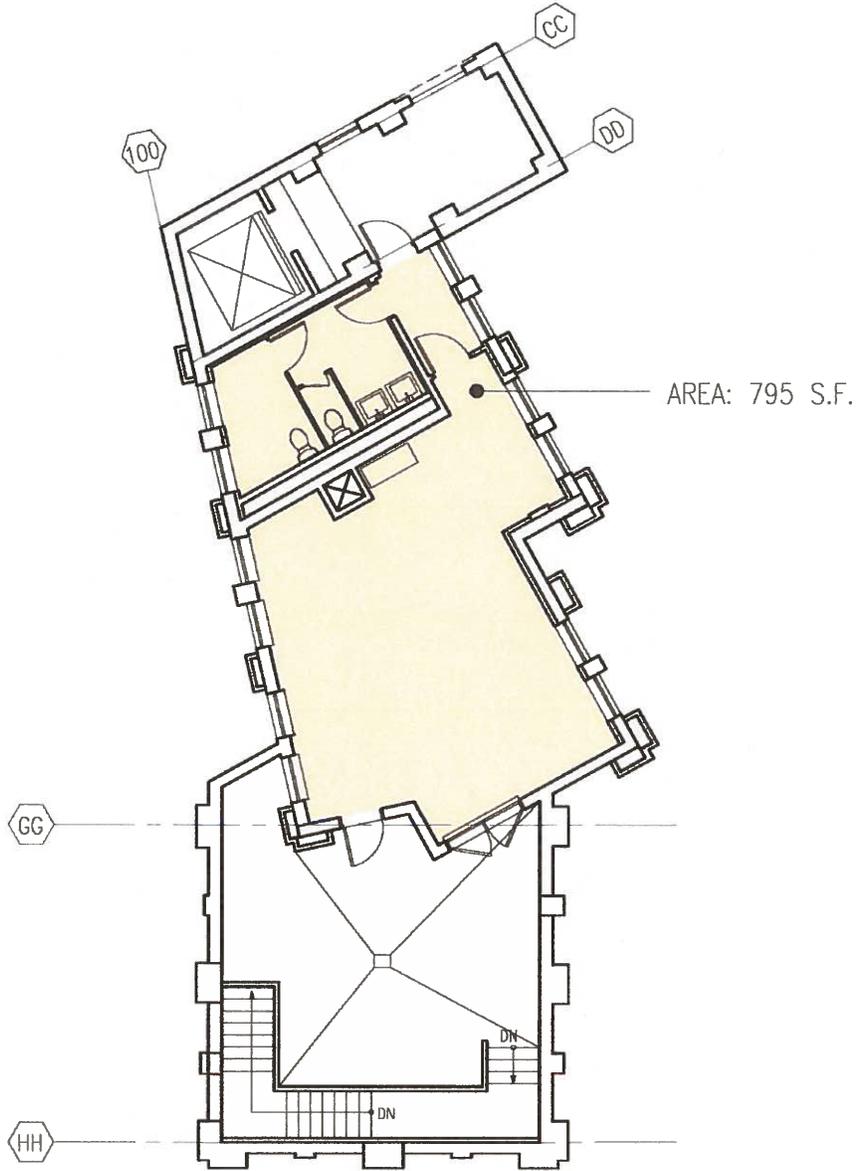
WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**EXHIBIT "A"**

**ADDITIONAL PREMISES**



**PARTIAL SECOND FLOOR PLAN**

**SCALE: 3/32" = 1' - 0"**