



## AGENDA REPORT

**Meeting Date:** April 1, 2008  
**Item Number:** F-11  
**To:** Honorable Mayor & City Council  
**From:** Brenda Lavender-Moody, Real Estate & Property Manager  
**Subject:** SECOND AMENDMENT OF LEASE BETWEEN THE CITY OF BEVERLY HILLS AND THE BEVERLY HILLS CITY EMPLOYEES FEDERAL CREDIT UNION

**Attachments:** 1. Second Amendment of Lease

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### **RECOMMENDATION**

Staff recommends approval of the Second Amendment of Lease a copy of which is on file in the office the City Clerk, between the City of Beverly Hills and the Beverly Hills City Employees Federal Credit Union (BHCEFCU). The City Manager or his designee shall administer the terms of the Lease on behalf of the City.

### **INTRODUCTION**

The attached Second Amendment to Lease with The Beverly Hills City Employees Federal Credit Union (BHCEFCU) is presented for City Council approval. The amendment extends the term on a month-to-month basis and grants the City the right to terminate the Lease with 60 days prior written notice.

### **DISCUSSION**

Beverly Hills City Employees Federal Credit Union is a tenant in the 9298 West Third Street building. BHCEFCU has more than 15 years of history with the city, through which they have relocated several times. Their latest eighteen-month lease expired November 30, 2007 for the 1,904 square foot building that they occupy. This Second Amendment of Lease extends the lease term on a month-to-month basis only. The amendment maintains the current lease rate of \$1,000 per month including parking for the term.

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**FISCAL IMPACT**

There is not fiscal impact of this lease as the financial terms of the lease have not changed, but the City is in the position to gain possession of the location with proper notice as may be appropriate.



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Scott G. Miller

Approved By

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

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

APN: 4342-010-900

[Space Above For Recorder's Use Only]

The undersigned declare that this Second Amendment of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11911 (transfer for no consideration or value).

### SECOND AMENDMENT OF LEASE

THIS SECOND AMENDMENT OF LEASE (this "**Amendment**") is made as of \_\_\_\_\_, 2008, by and between the CITY OF BEVERLY HILLS, a California municipal corporation ("**Landlord**"), and the BEVERLY HILLS CITY EMPLOYEES FEDERAL CREDIT UNION, a California corporation ("**Tenant**").

### RECITALS

A. Tenant and Landlord have entered into that certain City of Beverly Hills Lease dated as of August 3, 2004, affecting space (the "**Premises**") in the building on that certain land located in the City of Beverly Hills, County of Los Angeles, State of California, commonly known as 9298 West Third Street and more particularly described on Exhibit "A." attached hereto.

B. A Memorandum of Lease dated August 3, 2004 was executed and acknowledged by Landlord and Tenant and duly recorded in the Official Records of Los Angeles County, California ("**Official Records**") on September 29, 2004 as Document No. 042504001.

C. Landlord and Tenant then entered into an Amendment of Lease dated December 13, 2006 which was recorded in the Official Records on April 23, 2007 as Document No. 20070962506.

D. Capitalized terms used but not defined herein shall have the meaning set forth in the Lease.

E. Tenant and Landlord desire to further amend the Lease.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and Landlord agree as follows:

1. Term: New Tenancy; Termination. Upon the expiration of the Term (i.e., November 30, 2007), the Lease shall become a tenancy terminable by the City upon sixty (60) days' prior written notice to Tenant.
2. Monthly Rent. The monthly rent during the new tenancy shall be the same (i.e., \$1,000 per month) as was in effect immediately prior to December 1, 2007.
3. 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.
4. Continuing Effect. Except as specifically modified hereby, the Lease shall remain unaffected and unchanged, and all of the terms of the Lease shall apply to the extended Term. The Lease is hereby ratified and affirmed by Landlord and Tenant and remains in full force and effect as modified hereby.
5. 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.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first written above.

**LANDLORD:**

CITY OF BEVERLY HILLS,  
a California municipal corporation

By:

\_\_\_\_\_  
BARRY BRUCKER  
Mayor of the City of Beverly Hills

ATTEST:

\_\_\_\_\_  
BYRON POPE  
City Clerk

APPROVED AS TO FORM: (for BWG)

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
RODERICK J. WOOD  
City Manager

\_\_\_\_\_  
SCOTT G. MILLER  
CFO/Director of Administrative Services

**TENANT:**

BEVERLY HILLS CITY EMPLOYEES  
FEDERAL CREDIT UNION,  
a California corporation

By: \_\_\_\_\_  
Print Name: R. Reinman  
Title: President

By: \_\_\_\_\_  
Print Name: EDNA HOLMES  
Title: Secretary

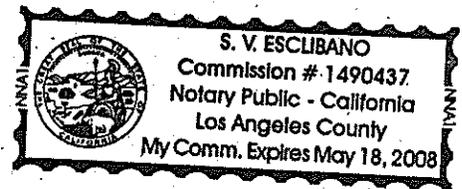
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On 3-25-08 before me, S.V. Esclibano, Notary Public  
personally appeared Roger Reiner, 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 S. V. Esclibano (Seal)  
Signature of Notary Public



STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On 3-24-08 before me, S.V. Esclibano, Notary Public  
personally appeared EDNA HOLMES, 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 S. V. Esclibano (Seal)  
Signature of Notary Public

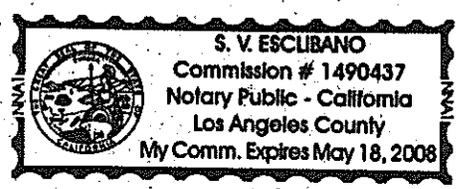




EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

Lot 20, Block 16 of Tract Beverly, in the City of Beverly Hills, County of Los Angeles, State of California, as per Map recorded in Book 60, Page 88 of Maps, in the Office of the County Recorder of said County.