

**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**

CITY CLERK DEPT.

**DEPARTMENT:** Economic & International Development Department

2017 JAN -4 PM 2:29

**AGENDA DATE:** January 10, 2016

**CONTACT PERSON NAME AND PHONE NUMBER:** Jose Carlos Villalva (Real Estate Manager) 915-504-5880

**DISTRICT(S) AFFECTED:** District 2

**STRATEGIC GOAL:** Goal 2- Set the Standard for a Safe and Secure City

**SUBJECT:**

That the City Manager be authorized to sign the First Amendment to the Lease Agreement by and between West El Paso Boeing, TX, LLC, a Delaware Limited liability company("Landlord"), and the City of El Paso ("Tenant"), allowing Tenant to do and pay for further improvements on Premises, not to exceed One Hundred and No/100 Dollars (\$100,000).

**BACKGROUND / DISCUSSION**

This is an amendment to the lease that the council approved on October 4, 2016 for the Texas Anti- Gang task force. Landlord will be doing the tenant improvements, which will allow a quicker move in date.

**PRIOR COUNCIL ACTION**

October 4, 2016

**AMOUNT AND SOURCE OF FUNDING:**

Grant Funding from the State of Texas

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

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**RESOLUTION**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

That the City Manager be authorized to sign the First Amendment to Lease Agreement by and between West El Paso Boeing TX, LLC, a Delaware limited liability company ("Landlord"), and the City of El Paso ("Tenant"), allowing Tenant to do and pay for further improvements on the Premises, not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

Dated this \_\_\_\_ day of \_\_\_\_\_ 2017.


CITY OF EL PASO

\_\_\_\_\_  
Oscar Leeser  
Mayor

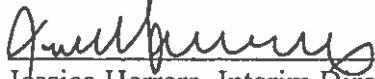
ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Marvin Foust  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica Herrera, Interim Director  
Economic & International  
Development Department

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STATE OF TEXAS       )  
                                   )  
 COUNTY OF EL PASO    )

**FIRST AMENDMENT TO  
 LEASE AGREEMENT**

This First Amendment to Lease Agreement by and between West El Paso Boeing TX, LLC, a Delaware limited liability company ("Landlord"), and The City of El Paso ("Tenant") is made this \_\_\_\_ day of \_\_\_\_\_, 2017.

**WHEREAS**, effective September 20, 2016 the Landlord entered into a Lease ("Lease") with Tenant covering the property located at \_\_\_\_\_ El Paso, Texas (the "Premises").

**WHEREAS**, Tenant has asked Landlord to do further improvements to the Premises, as set forth on Exhibit "A" attached hereto, for which Tenant will pay to Landlord a sum not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Landlord agrees to build the Tenant improvements set forth on Exhibit "A" on the Premises. Tenant will pay Landlord a sum not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) for said improvements.
2. Except as expressly modified herein, all other terms and conditions of the Lease, shall remain in full force and effect and shall remain as written.

IN WITNESS WHEREOF, this First Amendment to Lease Agreement has been approved by the parties hereto as of the dated first noted above.

**[SIGNATURES BEGIN ON THE FOLLOWING PAGE]**

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**LANDLORD:**

**WEST EL PASO BOEING TX, LLC**, a Delaware  
limited liability company

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**LANDLORD'S ACKNOWLEDGEMENT**

THE STATE OF \_\_\_\_\_ §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by  
\_\_\_\_\_, the \_\_\_\_\_ of West El Paso Boeing TX, LLC, a Delaware  
limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public – State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

CITY CLERK DEPT.  
2017 JAN -4 PM 2:31

**TENANT:**

**CITY OF EL PASO, TEXAS**

By: \_\_\_\_\_  
Tomás González, City Manager

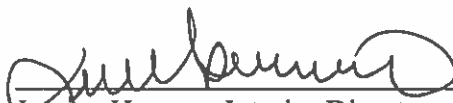
Dated: \_\_\_\_\_, 2017

**APPROVED AS TO FORM:**



Marvin Foust  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**



Jessica Herrera, Interim Director  
Economic & International Development  
Department

**TENANT'S ACKNOWLEDGEMENT**

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017, by  
Tomás González, the City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public – State of Texas

My commission expires: \_\_\_\_\_