

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

DEPARTMENT: Police

AGENDA DATE: March 7, 2017

CONTACT PERSON/PHONE: Assistant Chief Patrick Maloney, 212-4309
Jose Villalva, Real Estate Manager, 212-1631

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: NO. 2: Set the Standard for a Safe and Secure City

SUBJECT:

That the City Manager be authorized to sign a lease agreement ("Agreement") by and between the City of El Paso ("the City") and the Advocacy Center for the Children of El Paso ("Lessor"), with regard to a portion of the building located at 1100 E. Cliff, El Paso, Texas, for Police Department use. The Agreement is for a term of three years from March 26, 2017 through March 25, 2020, with one option to extend for two additional years. The monthly lease rate is \$1,750.00 for the first year, and \$1,950.00 for the second and third years. The total amount for the initial term will not exceed \$67,800.00.

BACKGROUND / DISCUSSION:

This is a renewal of a lease agreement for office space for the El Paso Police Department's Crimes Against Children Section (CAC) which the Police Department has been utilizing since 2002. CAC works in collaboration with other agencies, such as the District Attorney's Office, El Paso County Sheriff's Office, and Child Protective Services. Together these agencies, who also have office space at the Center, assist the Police Department in investigating cases involving children. Operationally it is more efficient and effective to be located in the same building as these other agencies. The Police Department will occupy approximately 2,000 square feet.

SELECTION SUMMARY:

Not Applicable

PROTEST

☒ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ Not Applicable (Routine)
If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5

- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

PRIOR COUNCIL ACTION:

City Council approved a previous lease on January 26, 2016.

AMOUNT AND SOURCE OF FUNDING:

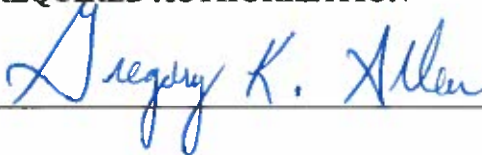
Department: 321
Division: 21200
Program: P2110
Fund: 1000
Account: 524000

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:



RESOLUTION

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

That the City Manager be authorized to sign a lease agreement ("Agreement") by and between the City of El Paso ("the City") and the Advocacy Center for the Children of El Paso ("Lessor"), with regard to a portion of the building located at 1100 E. Cliff, El Paso, Texas, for Police Department use. The Agreement is for a term of three years from March 26, 2017 through March 25, 2020, with one option to extend for two years. The monthly lease rate is \$1,750.00 for the first year, and \$1950.00 for the second and third years. The total amount not to exceed \$67,800.00 for the initial term.

ADOPTED THIS _____ day of _____, 2017.

CITY OF EL PASO

ATTEST:

Oscar Leaser
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Oscar G. Gabaldón Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:


Gregory K. Allen
Chief of Police

APPROVED AS TO CONTENT:


Cary Westin, Director
Economic & International Development
Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

LEASE AGREEMENT

THIS Lease ("Lease") made this _____ day of _____, 2017, by and between the ADVOCACY CENTER FOR THE CHILDREN OF EL PASO, a Texas non-profit corporation hereinafter called "Lessor" and the CITY OF EL PASO, a Texas municipality, hereinafter called "Lessee".

1. **LEASE OF PREMISES.** Lessor hereby subleases to Lessee and Lessee rents from Lessor, approximately 2,000 square feet of the building located at 1100 E. Cliff, El Paso, El Paso County, Texas, as designated on the diagram attached hereto as Exhibit "A", hereinafter referred to as the "Leased Premises". Additionally, Lessor agrees to allow the use of the conference room located near the Leased Premises, when such room is not being used by Lessor.
2. **TERM.** The term of this Lease shall be for three (3) years, to commence on March 26, 2017 and expire on March 25, 2020 ("Initial Term"), with an option to automatically renew the Lease for an additional two (2) years thereafter, unless written notice is received within one hundred eighty (180) days prior to the expiration of the Initial Term by either the Lessor or Lessee declining the option.
3. **RENT.** Lessee shall pay (a) a monthly rental of ONE THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$1,750.00) per month on the first year and ONE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$1,950.00) per month on the second and third years, said three (3) years comprising the Initial Term of the lease; and (b) charges assessed to Lessor for all long-distance telephone calls placed by employees of Lessee, shall be reimbursed by Lessee during the term of this lease to Lessor. The rent for the next up-coming month and long-distance telephone charges for the previous month unless contested, shall be payable monthly on the first day of each month during said term. The Lessor shall establish a system by which the long-distance calls placed by the employees of Lessee can be distinguished from the long-distance calls place by its employees. Lessee will provide an itemized bill for long distance telephone charges by the 15th day of the month prior to the date payment is due. In the event that the City is billed for one or more long-distance calls that it believes were not made by one of its employees, the City shall notify the Lessor, and representatives of the parties shall meet to review the phone records of the calls in question. The City shall be entitled to review the Lessor's entire telephone bill in the event of a contest. If it is determined that a particular call was not placed by one of the City's employees, Lessor shall revise the bill, and the City shall pay the revised bill within 15 days. All payments required under the lease shall be paid at such places as may be designated by the Lessor from time to time.

4. CONDUCT OF BUSINESS OF LESSEE.

4.1 USE OF PREMISES. Lessee agrees to use the Leased Premises as an office and police facility for the Police Department's Crimes Against Children Section. Lessee may use the Leased Premises to conduct all police duties necessary to complete the mission of the Crimes Against Children Section and the investigators assigned to the Section.

4.2 CARE OF PREMISES. Lessee agrees to take the same care of the Leased Premises that a reasonable man would take of his own property and to suffer no waste with respect thereto. Lessee shall quit and surrender said Leased Premises at the end or other termination of the term hereof with the Leased Premises in a good condition as the reasonable use thereof will permit, but in a good state of repair, normal wear and tear, damage by fire, explosion by other casualty or by the elements accepted.

4.3 SECURITY OF PREMISES. All entry points to the outside of the Leased Premises and the doors to the offices that will be used by Lessee shall be secured with locking mechanisms at the Lessor's expense that will serve to prohibit unauthorized entry. Lessor shall furnish keys; or in the alternative, the City shall have the authority to duplicate the key or keys to such locks in order to provide keys to the personnel assigned to the Crimes Against Children Section to allow for their access to the Leased Premises. Lessee reserves the right to install security systems and equipment that the City deems necessary.

5. MAINTENANCE AND REPAIR OF THE PREMISES.

5.1 ALTERATIONS AND FIXTURES. Lessee agrees not to make any changes, alterations, or additions to the Leased Premises without the prior consent of the Lessor, and any such change, alteration or addition to or upon the Leased Premises made with the consent of the Lessor shall remain for the benefit of and become the property of the Lessor, unless otherwise provided in a written consent. Lessor shall not unreasonably withhold its consent. Lessee shall be entitled, however, at the expiration or prior termination hereof, to remove from the Leased Premises all fixtures and personal property of which the Lessee shall be the owner or lawful possessor; provided, however, that the Lessee shall have repaired all damage resulting from such removal to the reasonable satisfaction of the Lessor.

5.2 MAINTENANCE OF LEASED PREMISES. Lessor shall perform or have performed at Lessor's expense all maintenance of the Leased Premises, including, but not limited to, maintenance and repairs of parking areas, ramp, landscaping, building structure, doors, heating, air conditioning, electrical systems, lighting systems, glass, and plumbing, so that the Leased Premises are maintained in good working order and condition comparable to that at the time of acceptance of the premises.

5.3 REPAIRS. In the event that the Leased Premises should become in need of repairs, Lessee shall give immediate notice thereof to Lessor, and Lessor agrees to arrange for maintenance personnel on a twenty-four (24) hour basis. Repairs shall be initiated and completed with all due speed and without delay. If repairs are not initiated by Lessor with

twenty-four (24) hours of a notice of repairs which are essential to the health and safety of the Lessee, its agents, personnel, or guests or which are essential to the Lessee's use and occupancy of the Leased Premises or if repairs, which are not essential to the health and safety of the Lessee, its agents, personnel or guests or essential to the Lessee's use and occupancy, are not initiated by Lessor within ten (10) days of written notice for the need of other repairs, Lessee may at its option:

- a. make or have such repairs, without liability to the Lessor for any loss or damage which may result to Lessor by reason of such repairs, the cost and expenses of which shall be presumed reasonable, and Lessor shall immediately, upon receiving evidence of such costs and expenses, pay for the costs and expenses of such repairs;
- b. consider the Leased Premises un-tenantable, in which case the term of this Lease shall be automatically extended, at no additional cost to Lessees, for the same length of time it takes for such repairs to be made or the Leased Premises are otherwise tenantable again. The Leased Premises shall be considered "un-tenantable" when in the Lessee's sole discretion, the Leased Premises are not usable for the Lessees' permitted use under this Lease agreement; or
- c. deem such failure to initiate or complete repairs a default and pursue any and all legal remedies available to Lessee.

6. **DAMAGE AND DESTRUCTION.** If during the term of the lease, the Leased Premises are destroyed by any cause or means whatsoever, or partially destroyed or damaged so as to render the Leases Premises wholly unfit for occupancy, or if the Leased Premises shall be so badly injured that they cannot be repaired within sixty (60) days of the happening of such injury, then within ten (10) days after such casualty, the Lessor shall give Lessee written notice of this fact, and this lease shall be deemed canceled from the date of such damage or destruction, and Lessee shall be obligated to pay rent only to the day of such damage or destruction.

7. **LESSOR'S OBLIGATIONS.**

7.1. **COMPLIANCE WITH LAWS.** The Lessor agrees that the Leased Premises shall meet all handicap accessibility requirements and shall comply with all applicable codes (i.e. S.B.C.C., mechanical, electrical, N.F.P.A. 101, A.D.A., health), most recent edition.

7.2. **INSURANCE.** Lessor shall be responsible for maintaining any and all insurance policies covering the premises which Lessor desires to have or is required to maintain on the Leased Premises.

7.3. **TAXES.** Lessor shall be responsible for and shall pay, before delinquent, all ad valorem taxes which may be levied or assessed against the Lease Premises and against any

machinery, equipment or other personal property owned or used by the Lessor and located on the Leased Premises.

7.4 ENTRY INTO LEASED PREMISES. Lessor shall have the right to have access to the restrooms that are part of the Leased Premises for use by its employees. Except in the event of a response to an emergency situation, Lessor shall not permit its employees, agents, and guests at the facilities to enter into the offices designated as part of the Leased Premises without permission of an investigator or supervisor assigned to the Crimes Against Children Section of the Police Department or other authorized City employee. This provision, however, shall not apply to an entry made into the Leased Premises pursuant to the provisions in Paragraph 10 of this Lease.

8. UTILITIES.

8.1 UTILITIES FURNISHED BY THE LESSOR. The Lessor shall furnish to Lessee, at Lessor's expense, the following services during the lease term:

- a. Water Service
- b. Gas Service
- c. Electric Service
- d. Telephone service, as noted below
- e. Janitorial services, and
- f. Trash removal.

8.2 TELEPHONE SERVICE. The Lessor will provide eleven telephone lines for local service for use by Lessee. Lessee shall be responsible for all long-distance charges that may accrue from calls placed by City staff, in accordance with Paragraph 4 of this Lease. Lessor shall grant permission and access to the premises to all necessary personnel and business entities to enable Lessee to have an ISDN line, T-1 line or other such line for data transmission use installed and maintained at Lessee's expense.

9. ASSIGNMENT AND SUBLETTING. Lessee will not assign this agreement or sublet the Leased Premises or any part thereof.

10. DEFAULT BY LESSEE.

10.1 RIGHT TO RE-ENTER. The following shall be considered, for all purposes, to be defaults under, and breach of, this Lease: (a) any failure of Lessee to pay any rent, uncontested long-distance telephone charges or other amount due five (5) days after written notice thereof from Lessor; (b) any failure by Lessee to perform or observe any other of the terms, provisions, conditions and covenants of this Lease for more than 30 days after written notice of such failure; or (c) if Lessee abandons or vacates or does not do business in the Leased Premises for 10 days. In any such event and without grace period, demand or notice (the same being hereby waived by Lessee), except as otherwise set out herein, Lessor, in addition to all other rights or remedies it may have, shall have the right thereupon or at any time thereafter to terminate this Lease by giving notice to Lessee stating the date

upon which such termination shall be effective, and shall have the right, provided that Lessor has given Lessee 10 days written notice, to re-enter and take possession of the Leased Premises, remove all property from the Leased Premises and store such property at Lessee's expense, all without resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby. Nothing herein shall be construed to require Lessor to give any notice, except as stated herein, before exercising any of its rights and remedies provided for in this Lease.

10.2 DEFAULT RIGHTS. If Lessee defaults and Lessor takes possession pursuant to legal proceeding or otherwise, it may terminate this Lease. Lessor shall have no rights or remedies against Lessee except to recover actual amounts due Lessor under the terms of this Lease.

11. TERMINATION OF LEASE. Lessor and Lessee shall have the right to terminate this Lease at any time by giving a thirty (30) days written notice to the other party.

12. TERMINATION OF PRIOR AGREEMENT. It is hereby agreed and understood by the parties that all prior agreements entered into by the parties regarding the use of office space at Lessor's office and all amendments thereto are terminated and superseded by this Agreement.

13. NOTICES. Any notice which Lessor or Lessee may be required or may desire to give to the other shall be in writing and shall be sent by registered or certified mail to:

Lessor: Advocacy Center for the Children of El Paso
Susan H. Oliva, Director
1100 E. Cliff, Bldg. D
El Paso, TX 79907

Lessee: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, TX 79950-1890

Copy to: El Paso Police Department
Attn: Office of the Chief
911 N. Raynor St.
El Paso, TX 79903

or to such other addresses as parties may designate to each other in writing from time to time.

14. ENTIRE AGREEMENT. This Lease constitutes the entire understanding of the parties hereto with respect to the subject matter hereof, and no amendment, modification, or

alteration of the terms hereof, shall be binding unless the same be in writing dated subsequent to the date hereof and duly executed by the parties hereto.

15. LEGAL CONSTRUCTION. Every provision of this Lease is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this lease.

16. AMENDMENT. No amendment, modification or alteration of the terms hereof, or consent required hereunder, shall be binding unless the same shall be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

17. APPLICATION OF LAW. The Laws of the State of Texas shall govern the validity, performance and enforcement of this lease.

18. COVENANTS.

18.1 The covenants, agreements and obligations herein contained shall extend to bind and inure to the benefit not only of the parties hereto but their successors in interest and assigns.

18.2 One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of any subsequent breach of the same covenant, term or condition. The consent of approval of either party to or by any act of the other act of the other party of any nature requiring consent to or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent or similar act.


19. ATTORNEY'S FEES. If it shall become necessary for either of the parties hereto to employ an attorney to enforce or to defend the rights or remedies hereunder and should such party prevail, such party shall be entitled to reasonable attorney's fees, court costs and other expenses incurred in such connection.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the month, day and year first written above.


CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:


Oscar G. Gabaldón, Jr.
Assistant City Attorney

APPROVED AS TO CONTENT:


Gregory K. Allen
Chief of Police

APPROVED AS TO CONTENT:


Cary Westin, Managing Director
Economic & International
Development

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2017.
by **Tomás González** as the **City Manager** of the **City of El Paso**.

Notary Public, State of Texas

ADVOCACY CENTER FOR THE
CHILDREN OF EL PASO:



Susan H. Oliva
Executive Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument was acknowledged before me on this 21 day of FEBRUARY, 2017,
by **Susan H. Oliva**, as the **Executive Director of Advocacy Center For The Children Of El**
Paso.



Notary Public, State of Texas

My Commission Expires:

02-12-19



SECRET

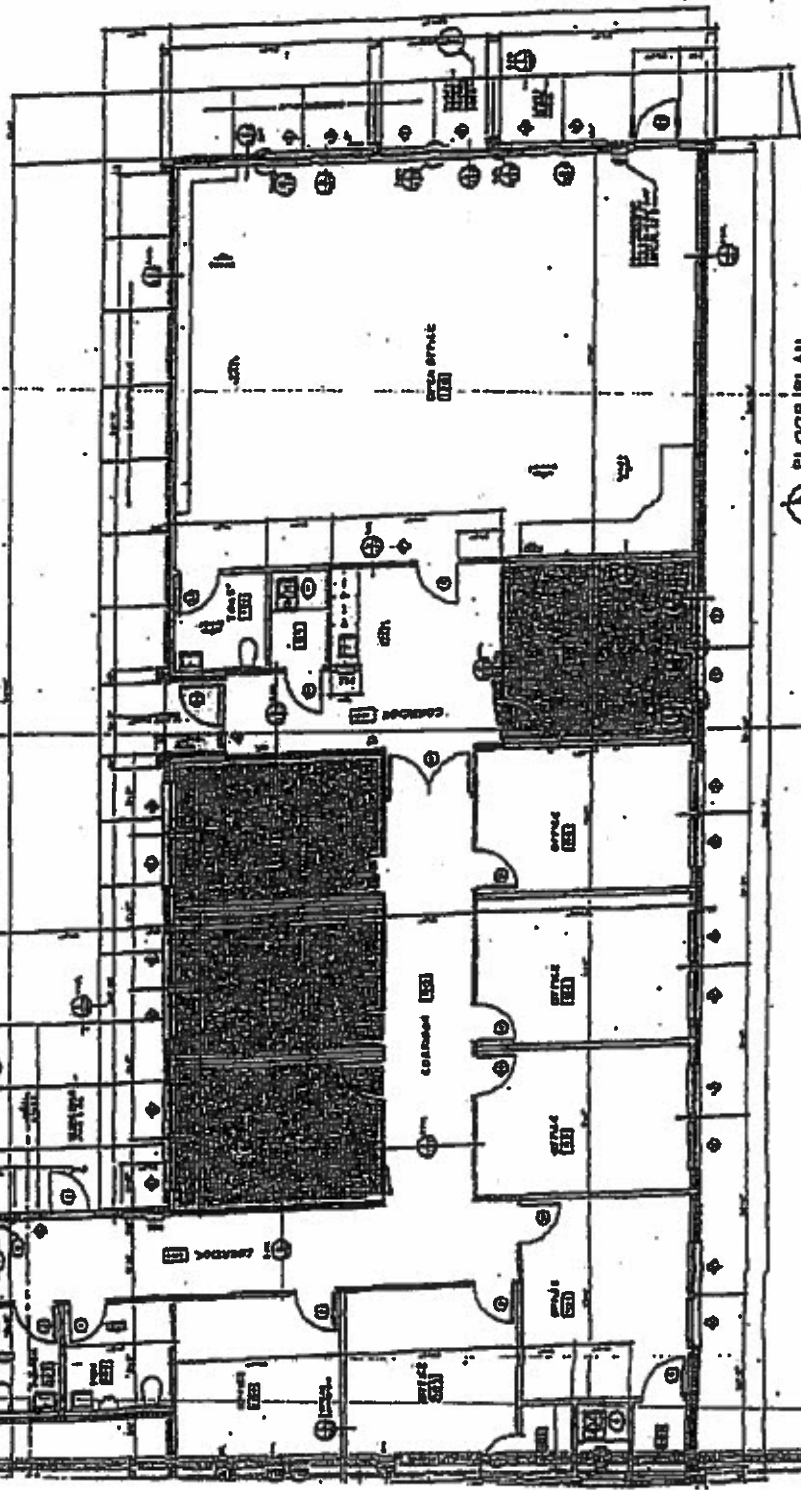
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AN ABORTION
ADVOCACY CENTER
1700 WEST 10TH, SUITE 200
MINNEAPOLIS, MINN. 55404

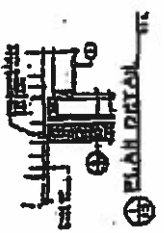
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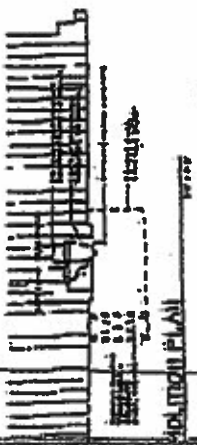


FLOOR PLAN

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PLAN DETAIL



ELEVATION PLAN