

CITY OF EL PASO, TEXAS
DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)

DEPARTMENT: Airport
AGENDA DATE: March 3, 2009
CONTACT PERSON/PHONE: Monica Lombraña, A.A.E.
Director of Aviation
780-4793
DISTRICT(S) AFFECTED: 3

SUBJECT:

Approve a Resolution authorizing the City Manager to sign a U.S. Government Lease for Real Property, Lease No. HSBP-1108-L-DA00121, by and between the City of El Paso, on behalf of the El Paso International Airport, and the United States of America, on behalf of the Department of Homeland Security/Customs and Border Protection, for office space located in the Airport Terminal.

BACKGROUND / DISCUSSION:

U.S. Customs and Border Protection entered into a terminal lease agreement with El Paso International Airport on 10-31-2002. The lease had subsequently expired, however continued via month-to-month hold over provisions. U.S. Customs and Border Protection now wish to restate the lease with an expiration date of September 30, 2013.

LEASE: Area: 1,646 Sq Ft
Rate: \$18.99 per Sq Ft (\$31,257.60 per annum)

PRIOR COUNCIL ACTION:

Council approved the previous lease on October 8, 2002

AMOUNT AND SOURCE OF FUNDING:

N/A This is a revenue generation lease.

BOARD / COMMISSION ACTION:

The Airport Advisory Board at their February 19, 2009 meeting recommended approval of the Lease.

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

LEGAL: Cynthia Osborn **FINANCE:** (if required) _____
Cynthia Osborn, Asst. City Attorney
OTHER: Monica Lombraña
Monica Lombraña, A.A.E., ; Director of Aviation

Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA:
CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a U.S. Government Lease for Real Property, Lease No. HSBP-1108-L-DA00121, by and between the City of El Paso, on behalf of the El Paso International Airport, and the United States of America, on behalf of the Department of Homeland Security/Customs and Border Protection, for office space located in the Airport Terminal.

ADOPTED this the ____ **day of** _____ **2009.**

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A. A. E.
Director of Aviation

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

LEASE NO.

HSBP-1108-L-DA00121

THIS LEASE, made and entered into by and between
City of El Paso

Whose address is El Paso International Airport, 6701 Convair Rd., El Paso, TX 79925

and whose interest in the property hereinafter described is that of Owner/Lessor

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agrees as follows:

1. The Lessor hereby leases to the Government the following described premises:
1,646 sq.ft./Office Space [identified as room(s) CW117 and CW124]
located at the El Paso International Airport, 6701 Convair Rd., El Paso, TX 79925
 - 1.1. To be used for a Department of Homeland Security/Customs and Border Protection/BORDER PATROL airport facilities office.
2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on March 1, 2009
Through September 30, 2013, subject to hold-over, renewal, and termination rights as may be hereinafter set forth.
 - 2.1. Hold-Over – Should the Government hold-over beyond the expiration of the primary term, or any extension thereof, such tenancy shall be from month-to-month on the same terms, covenants, and conditions of this Lease, provided adequate appropriations are provided by Congress for the payment of rentals.
3. The Government shall pay the Lessor annual rent of \$31,257.60 at the rate of \$2,604.80 per month in arrears.
Rent for a lesser period shall be prorated. Rent shall be made payable to the Lessor as follows: Electronic Funds Transfer [Lessor to complete form SF3881]
4. The Government may terminate this Lease at any time by giving at least 120 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. This Lease may be renewed at the option of the Government, for the following terms and at the following rentals:
Except for Section 2.1 herein, there is no provision to renew this Lease.
6. The Lessor shall furnish to the Government, as part of the rental consideration the following:
 - 6.1. Electricity, heat, air conditioning, public water and sewer utilities.
 - 6.2. Janitorial Services: Agency/Tenant shall provide, at its cost and expense, janitorial services for its facility.
 - 6.3. Facility Maintenance Services – Costs and/or expenses for property/building services, including, but not limited to, plumbing and electrical repairs, lighting [light tubes and ballast], sewer and water, common area expenses, grounds care expenses, parking lot, roof and general repairs (those repairs necessary to keep the property in good and serviceable operating condition).

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STANDARD FORM 2 (REV 8/2003)
Prescribed by GSA - FPR (41 CFR) 1-16.601

7. **DAMAGES FROM CAUSES** - The Lessor and third parties may file claims against the Government for money damages, injury or loss of property, or personal injury or death under the Federal Tort Claims Act (FTCA), 28 U.S.C. §§2671-2680. Under the FTCA, the Government is liable for the negligent or wrongful acts or omissions of any employee of the Government while acting within the scope of his office or employment, under circumstances where the Government, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred. It is understood that in the event Immigration and Customs Enforcement must pay for losses under this paragraph (e.g., claims less than \$2,500 and not payable through the Judgment Fund), such payment will not entail expenditures that exceed appropriations available at the time of the losses. Nothing in this Lease shall be construed as implying that Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

8. **OSHA REQUIREMENTS (SEP 2000)** - The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

9. **ACCESSIBILITY REQUIREMENTS** - Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard.

10. **SITE IMPROVEMENTS AND/OR EQUIPMENT** - All improvements and/or equipment installed by the Government, or at the expense of the Government, will remain the property of the Government, and will be removed upon termination of this agreement without damage to Lessor's property. In the event of any damage to Lessor's property, such damage will be repaired by the Government at its expense, and the premises restored to its original condition and/or a condition that is equal to the original condition, should the original condition not be attainable due to outdated material and/or equipment standards and/or the availability of material and/or equipment like in kind to the original standards.

11. **EQUIPMENT OPERATION** - Government's equipment shall not interfere physically with Lessor's use and shall be operated in such a manner as not to interfere mechanically with the operation of any Lessor's equipment which Lessor has heretofore installed at this location. In the event that interference should result, Government shall take all necessary steps, without cost or expense to Lessor, to remove said interference or shut down communication equipment temporarily pending repair.

12. **DETERRENCE TO UNAUTHORIZED ENTRY** - The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deter loitering and/or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed where applicable.

13. **PRIOR LEASE AGREEMENT OBLIGATION(S)/RENT(S)** - Lessor warrants there are no outstanding obligation(s) or Lease Rent(s) pending and/or payable to Lessor by the Government as of the commencement date of this Lease.

14. Wherever in this Lease Agreement it shall be required or permitted that notice of demand be given or served by either party, such notice or demand shall be given or served in writing and sent by certified mail, to:

LESSOR
 City of El Paso
 El Paso International Airport
 6701 Convair Road
 El Paso, TX 79925

 Phone: 915-780-4715

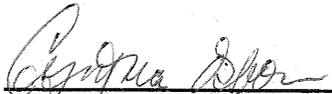
GOVERNMENT
 U. S. Department of Homeland Security
 Customs and Border Protection
 Dallas Facility Center
 ATTN: Lease Administration Dept.
 7701 N. Stemmons Freeway
 Dallas, Texas 75247-4232

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LESSOR	
SIGNATURE	SIGNATURE
NAME OF SIGNER	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER Jimmie S. Gunnels
	OFFICIAL TITLE OF SIGNER Contracting Officer

- 15. PARKING – The Government shall have access to the Lessor's secured parking area to facilitate unassigned parking for four (4) government vehicles.
- 16. The following are attached and made a part hereof:
 - 16.1. Exhibit A [Terminal Premises/Lower Level West Concourse depicting the Leased Premises]
 - 16.2. GSA Form 3517A [General Clauses].
 - 16.3. GSA Form 3518A [Representations and Certifications (to be completed by Lessor)].

APPROVED AS TO FORM:


Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:


Monica Lombraña, A.A.E.
Director of Aviation

CITY CLERK DEPT.
09 FEB 27 AM 10:44

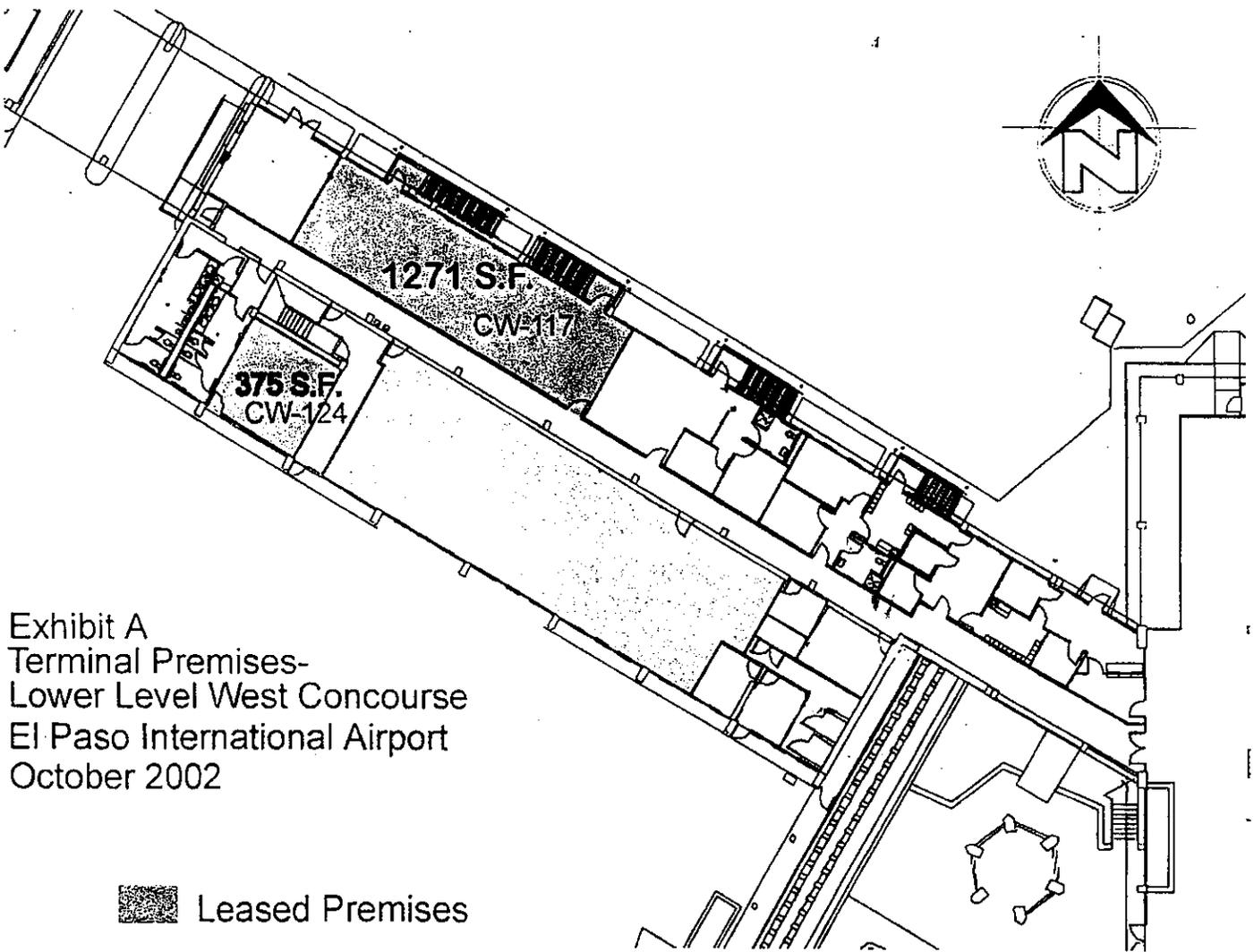


Exhibit A
Terminal Premises-
Lower Level West Concourse
El Paso International Airport
October 2002

 Leased Premises

- FAR 52.222-26 EQUAL OPPORTUNITY (APR 2002)
(Applicable to leases over \$10,000.)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(Applicable to leases over \$10,000.)
- FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS
OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)
(Applicable to leases over \$25,000.)
- FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
(Applicable to leases over \$10,000.)
- FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS,
VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
(DEC 2001)
(Applicable to leases over \$25,000.)
- FAR 52.232-23 ASSIGNMENT OF CLAIMS (SEP 1999)
(Applicable to leases over \$2,500.)
- GSAR 552.232-75 PROMPT PAYMENT (SEP 1999)
- GSAR 552.232-76 ELECTRONIC FUNDS TRANSFER PAYMENT (MAR 2000) (VARIATION)
- FAR 52.233-1 DISPUTES (JUL 2002)
- FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (OCT 1997)
(Applicable when cost or pricing data are required for work or services over
\$500,000.)
- FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)
(Applicable when the clause at FAR 52.215-10 is applicable.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

2. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It has, [] has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

3. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It has developed and has on file, [] has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

4. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

INITIALS: _____ & _____
LESSOR GOVERNMENT

5. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

- TIN: 746000749
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____

(f) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:
- Name _____
- TIN _____

6. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to

INITIALS: _____ & _____
LESSOR GOVERNMENT

CCR Detail Search Results

Not to be used as certifications and representations. See [ORCA](#) for official certification.

Current Registration Status: Active in CCR until 06/10/2009. An update has been initiated to this profile which is missing one or more mandatory data elements. Registrant should review their CCR profile and supply missing information.

DUNS: 038801429

DUNS PLUS4:

CAGE/NCAGE: 08FX3

Legal Business Name: CITY OF EL PASO

Doing Business As (DBA): EL PASO INTERNATIONAL AIRPORT

Division Name:

Division Number:

Company URL:

Physical Street Address 1: 6701 CONVAIR RD

Physical Street Address 2:

Physical City: EL PASO

Physical State: TX

Physical Foreign Province:

Physical Zip/Postal Code: 79925-1099

Physical Country: USA

Mailing Name: EL PASO INTERNATIONAL AIRPORT

Mailing Street Address 1: 6701 CONVAIR RD

Mailing Street Address 2:

Mailing City: EL PASO

Mailing State: TX

Mailing Foreign Province:

Mailing Zip/Postal Code: 79925-1091

Mailing Country: USA

Business Start Date: 02/04/1998

CORPORATE INFORMATION

Type of Organization

U.S. Government Entity

Business Types/Grants

12 - U.S. Local Government

77 - Service Provider

C8 - City

V2 - Grants

DISASTER RESPONSE INFORMATION

Bonding Levels

Construction Bonding Level, Per Contract (dollars):
Construction Bonding Level, Aggregate (dollars):
Service Bonding Level, Per Contract (dollars):
Service Bonding Level, Aggregate (dollars):

Geographic Areas Served

No geographic areas specified

GOODS / SERVICES

North American Industry Classification System (NAICS)

488119 - Other Airport Operations

Standard Industrial Classification (SIC)

4581 - AIRPORTS, FLYING FILEDS, & SERVICES

Product Service Codes (PSC)

Federal Supply Classification (FSC)

SMALL BUSINESS TYPES

SDB, 8A and HubZone certifications come from the Small Business Administration and are not editable by CCR vendors.

Business Types Expiration Date

North American Industry Classification System (NAICS)			
The small business size status is derived from the receipts, number of employees, assets, barrels of oil, and/or megawatt hours entered by the vendor during the registration process.			
NAICS Code	Description	Small Business	Emerging Small Business
488119	Other Airport Operations	No	No

CCR POINTS OF CONTACT

Government Business Primary POC

Government Business Alternate POC

Name: MONICA LOMBRANA
Address Line 1: 6701 CONVAIR RD
Address Line 2:
City: EL PASO
State: TX
Foreign Province:
Zip/Postal Code: 79925-1091
Country: USA
U.S. Phone: 915-780-4793
Non-U.S. Phone:
Fax: 915-772-1184

Name: CECILIA BERTOLLI
Address Line 1: 6701 CONVAIR RD
Address Line 2:
City: EL PASO
State: TX
Foreign Province:
Zip/Postal Code: 79925-1091
Country: USA
U.S. Phone: 915-780-4706
Non-U.S. Phone:
Fax: 915-772-1184

Past Performance Primary POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Past Performance Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax:

Electronic Business Primary POC

Name: MONICA LOMBRANA
Address Line 1: 6701 CONVAIR RD
Address Line 2:
City: EL PASO
State: TX
Foreign Province:
Zip/Postal Code: 79925-1091
Country: USA
U.S. Phone: 915-780-4793
Non-U.S. Phone:
Fax: 915-779-5452

Electronic Business Alternate POC

Name:
Address Line 1:
Address Line 2:
City:
State:
Foreign Province:
Zip/Postal Code:
Country:
U.S. Phone:
Non-U.S. Phone:
Fax: