

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

DEPARTMENT: Financial Services

AGENDA DATE: Regular Agenda March 9, 2010

CONTACT PERSON NAME AND PHONE NUMBER: Liza Ramirez-Tobias (915) 541-4074

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a Second Amendment to the Lease Agreement by and between the Advocacy Center for the Children of El Paso ("Lessor") and the City of El Paso ("Lessee") dated June 4, 2002 with regard to a portion of the building located at 1100 E. Cliff, El Paso, Texas, for the purpose of changing the term from a month-to-month tenancy to a three (3) year lease and adjust the rental rate.

BACKGROUND / DISCUSSION:

The Police Department houses the Crimes against Children (CAC) section in this building. CAC works in collaboration with other agencies, such as: District Attorney's, Sheriff's Department, Children Protective Services. Together these agencies, who also house staff at this location, assist the Police Department in collecting forensic evidence. Operationally it is more efficient and effective to be located in the same building as these other agencies. The Police Department will be responsible for any long distance phone calls, and will occupy approx. 2800 sq. feet. From the effective date of this amendment through August 1, 2010 the rent will be \$1,450.00/month. From September 1, 2010 through September 1, 2013 the rent will be \$1,600/month.

PRIOR COUNCIL ACTION:

June 2002- approved lease
June 2003- approved 1st amendment

AMOUNT AND SOURCE OF FUNDING:

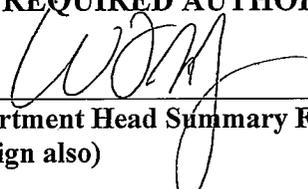
21010072-502400-01101- Police Department

BOARD / COMMISSION ACTION:

CARE recommends approval

*****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

RESOLUTION

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

That the City Manager be authorized to sign a Second Amendment to the Lease Agreement by and between the Advocacy Center for the Children of El Paso ("Lessor") and the City of El Paso ("Lessee") dated June 4, 2002 with regard to a portion of the building located at 1100 E. Cliff, El Paso, Texas, for the purpose of changing the term from a month-to-month tenancy to a three (3) year lease and adjust the rental rate.

ADOPTED this _____ day of _____ 2010

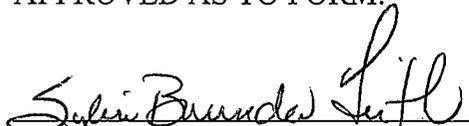
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONENT:



Liza Ramirez-Tobias
Capital Assets Manager

Gregory Allen
Chief of Police

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**SECOND AMENDMENT TO
LEASE AGREEMENT**

This Second Amendment to the Lease Agreement ("Amendment") is made by and between the ADVOCACY CENTER FOR THE CHILDREN OF EL PASO, a non-profit corporation ("Lessor") and CITY OF EL PASO ("Lessee") on this ____ day of _____, 2010.

WHEREAS, the Lessee and the Lessor entered into a Lease Agreement ("Lease") dated June 4, 2002 regarding the use of a portion of the building located at 1100 E. Cliff, El Paso, Texas ("Premises") for the El Paso Police Department's Crimes Against Children Section from the Lessor;

WHEREAS, the Lease was amended on December 16, 2003 to add additional offices to the space utilized by the Crimes Against Children section of the Police Department; and

WHEREAS, the Lessee and the Lessor now desire to amend the Lease to change the Lease term from month-to-month tenancy to a three (3) year term and to increase the rental amount.

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. **TERM.** The Lessee and the Lessor mutually agree that paragraph 2. Term be revised to read as follows:
 2. **TERM.** The term of this Lease shall commence on the ____ day of _____ 2010, and expire on the ____ day of _____, 2013. Provided however, either party may terminate the Lease by giving 30 days prior written notice to the other party.
2. **RENT.** The Lessee and the Lessor mutually agree that paragraph 4. "Rent" be revised to read as follows:

- (a) Lessee shall pay a monthly rental rate and reimburse Lessor for long distance charges as set forth below:

From the Effective Date of this Amendment through August 1, 2010 the rent shall be \$1,450.00 per month.

From September 1, 2010 through September 1, 2013 the rent shall be \$1,600.00 per month..

(b) Charges assessed to Lessor for all long-distance telephone calls placed by employees of Lessee, during the term of this Lease, as amended, 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. 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 Lessee is billed for one or more long-distance calls that it believes were not made by one of it's employees, the Lessee shall notify the Lessor and representatives of the parties shall meet to review the phone records of the calls in question. The Lessee 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 Lessee's employees, Lessor shall revise the bill and the Lessee shall pay the revised bill within 15 days. All payments required under this lease shall be paid at such places as may be designated by the Lessor from time to time.

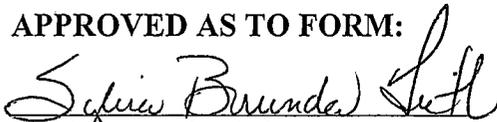
3. **RATIFICATION.** Except as herein amended, all other terms and conditions of the Lease as amended by that Lease Amendment dated December 16, 2003, not specifically changed by this Second Amendment, shall remain unchanged and in full force and effect.
4. **EFFECTIVE DATE.** Regardless of the date of execution, this Second Amendment shall be effective on _____, 2010.

IN WITNESS WHEREOF, this Second Amendment was approved on the date first noted above.

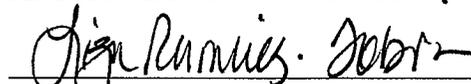
LESSEE: CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:


Sylvia Borunda Firth
Senior Assistant City Attorney

APPROVED AS TO CONTENT:


Liza Ramirez-Tobias
Capital Assets Manager

Gregory Allen
Chief of Police

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**LESSOR: ADVOCACY CENTER FOR
THE CHILDREN OF EL PASO**

By: _____

Name: _____

Title: _____

1100 E. Cliff

