

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

**DEPARTMENT:** Airport  
**AGENDA DATE:** June 16, 2009  
**CONTACT PERSON/PHONE:** Monica Lombraña - 7804793  
**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

**That the City Manager be authorized to sign the US Government Lease for Real Property by and between the City of El Paso ("Lessor") and the United States of America ("Lessee") for the purpose of creating a new 3 year, 2 month Lease to continue US Customs and Border Protection's occupancy at 6812 Northrop.**

**BACKGROUND / DISCUSSION:**

**US Customs Air & Marine (AMO, now a division of US Customs and Border Protection has been a tenant at EPIA since 1978 and is presently occupying 156,981 sf of land/ramp area, 6336 sf of office space and 10,449 sf of hangar space. Air operations are conducted out of this facility which flies and houses Citation jets and Huey helicopters. The expiring lease generates revenues of \$96,000.00 annually while the new lease will generate revenues of \$111,090.00 annually, an increase of 15%.**

**PRIOR COUNCIL ACTION:**

**Yes. Supplemental Lease Agreement No. 1, to lease DTFA07-04-L-1320 between the City of El Paso (Lessor) and the United States of America was approved by Council on May 26, 2009.**

**AMOUNT AND SOURCE OF FUNDING:**

**N/A. This is a revenue generating lease.**

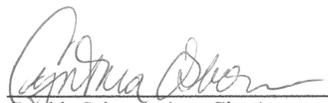
**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A.**

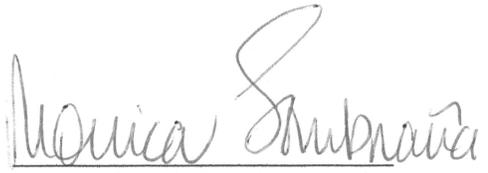
**The US Government Lease for Real Property Lease by and between the City of El Paso and United States of America was approved by the Airport Board on May 28, 2009.**

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

**LEGAL:** (if required)

  
Cynthia Osborne, Asst. City Attorney

**FINANCE:** (if required)



**OTHER:**

Monica Lombraña, A. A. E., Director of Aviation  
(Example: if RCA is initiated by Purchasing, client department should sign also)

*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-1109-L-DA00156, by and between the City of El Paso, on behalf of the El Paso International Airport, ("Owner/Lessor") and the United States of America ("Government") for the following property: Hangar, Office Support and Ramp Space at 6812 Northrop Dr., El Paso, Texas.

**ADOPTED this the \_\_\_\_ day of \_\_\_\_\_ 2009.**

**THE CITY OF EL PASO**

\_\_\_\_\_  
John F. Cook  
Mayor

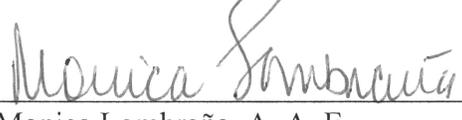
**ATTEST:**

\_\_\_\_\_  
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-1109-L-DA00156

THIS LEASE, made and entered into this date 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: Hangar, Office Support and Ramp Space at 6812 Northrop Dr., El Paso International Airport, which the facility, ramp and site are fully defined on Exhibit 'A' herein.

1.1. To be used for a Department of Homeland Security/Customs and Border Protection/Air & Marine Hangar & Support Office.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on ~~June 1, 2009~~  
Through August 31, 2012, 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 \$111,090.00 at the rate of \$9,257.50 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. The Government, in addition to Section 17 herein, shall furnish and pay for janitorial services, and shall be responsible for the payment of all utilities, which shall include, but not limited to, electricity, heat, air conditioning, water and sewer utilities.

6. The Lessor shall furnish to the Government, as part of the rental consideration, facility maintenance services, which shall include, but are not limited to, costs and/or expenses to maintain parking areas, fence borders, landscaping including removal of weeds, grass mowing and edging, watering of lawns and shrubs, and the repairing, replacement or replanting of said lawns or shrubbery. The Lessor shall also maintain the building exterior wall painting and patching repair, excepting the roof and windows.

7. DAMAGES FROM CAUSES - Notwithstanding any other provision in this Lease regarding liability and/or insurance, the United States Government is self-insured and 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, et seq. Under the FTCA, the Government may be liable for the negligent or wrongful acts or omissions of any employee of the Government while acting within the scope of his/her 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 the Government 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. 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, Texas  
Dept. of Aviation  
El Paso International Airport  
6701 Convair Drive  
El Paso, TX 79925-1091

**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

15. Any Assignment of this Lease requires written approval by the government, which shall not be unreasonably withheld.

16. Owner/Lessor shall submit property ownership evidence in the form of a title deed, or other legal/official form acceptable to government prior to government's Lease award [or Lease assignment].

Continued on Page 3

**LESSOR**

SIGNATURE

SIGNATURE

NAME OF SIGNER

NAME OF SIGNER

**UNITED STATES OF AMERICA**

SIGNATURE

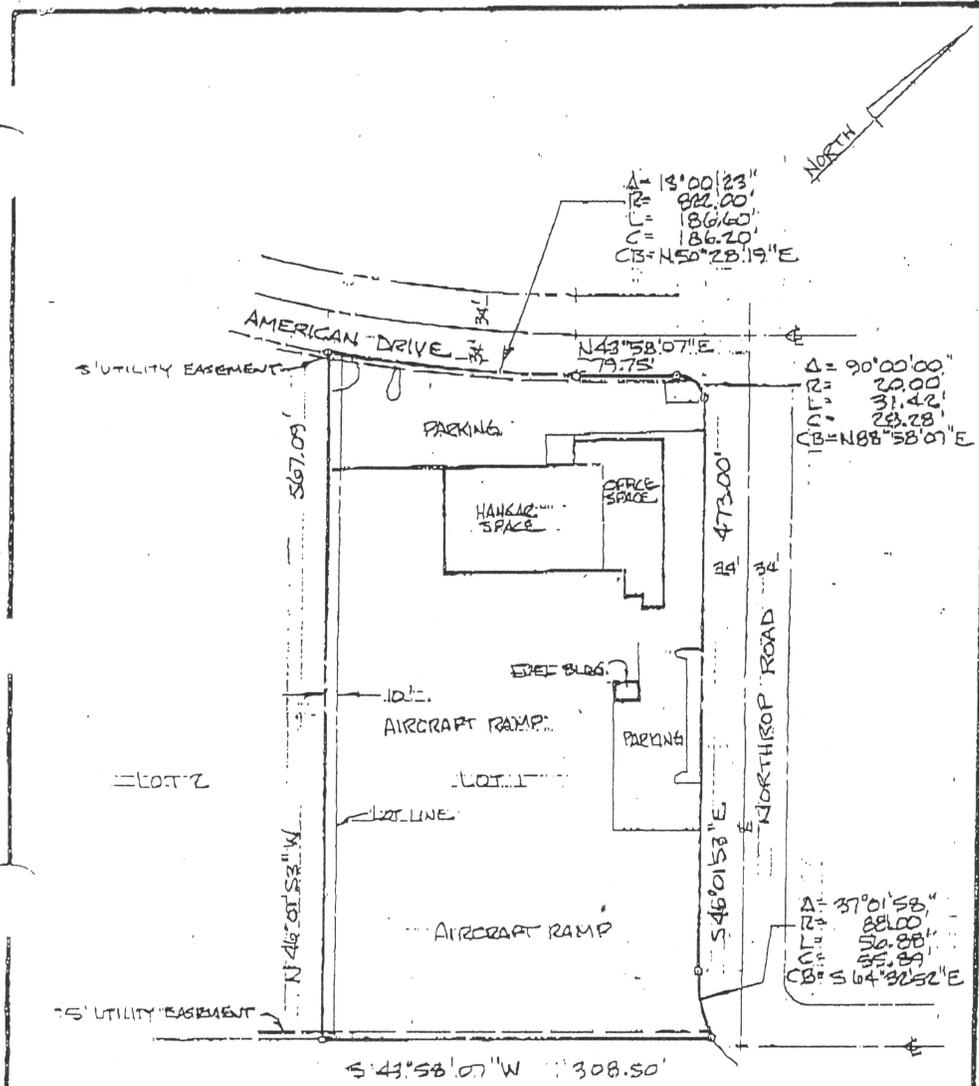
NAME OF SIGNER

Jimmie S. Gunnels

OFFICIAL TITLE OF SIGNER

Contracting Officer





NOTES:  
 PARCEL AREA = 3.604 ACRES OR 156,901 SQ. FT.  
 OFFICE STORAGE SPACE AREA = 6336 SQ. FT.  
 HANGAR SPACE AREA = 110,445 SQ. FT.

	CITY OF EL PASO <b>ENGINEERING DEPARTMENT</b> AIRPORT		6812 NORTHROP ROAD BEING ALL OF LOT 1, BLOCK 4 AND THE NORTHEASTERLY 10 FEET OF LOT 2, BLOCK 4 EL PASO INTERNATIONAL AIRPORT TRACTS (REPLAT) CITY OF EL PASO, EL PASO COUNTY, TEXAS
	DESIGNED BY: <u>EH</u>	APPROVED BY: <u>PW</u>	
	DRAWN BY: <u>SEC</u>	SCALE: <u>1"=100'</u>	
	CHECKED BY: <u>NTB</u>	DATE: <u>3-31-92</u>	

INITIALS Lessor MP Government \_\_\_\_\_

**EXHIBIT 'A'**

**GENERAL CLAUSES**  
**(Acquisition of Leasehold Interests in Real Property)**

**1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

**2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:**

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
	PERFORMANCE	10	552.270-17
11		552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
12		552.270-19	Progressive Occupancy (SEP 1999)
13		552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
14		552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
15		552.270-10	Failure in Performance (SEP 1999)
16		552.270-22	Default by Lessor During the Term (SEP 1999)
17		552.270-7	Fire and Casualty Damage (SEP 1999)
18		552.270-8	Compliance with Applicable Law (SEP 1999)
19		552.270-12	Alterations (SEP 1999)
20		552.270-29	Acceptance of Space (SEP 1999) (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

INITIALS: MP & \_\_\_\_\_  
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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**6. 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.

**7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)**

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - (A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

INITIALS: ME & \_\_\_\_\_  
LESSOR GOVERNMENT



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

- TIN: \_\_\_\_\_  
 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;  Government entity (Federal, State, or local);  
 Partnership;  Foreign government;  
 Corporate entity (not tax-exempt);  International organization per 26 CFR 1.6049-4;  
 Corporate entity (tax-exempt);  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 \_\_\_\_\_

**9. 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 establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—  
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or  
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:  
(i) Company legal business name.  
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.  
(iii) Company physical street address, city, state and zip code.  
(iv) Company mailing address, city, state and zip code (if separate from physical).  
(v) Company telephone number.  
(vi) Date the company was started.  
(vii) Number of employees at your location.  
(viii) Chief executive officer/key manager.  
(ix) Line of business (industry).  
(x) Company Headquarters name and address (reporting relationship within your entity).

INITIALS:  & \_\_\_\_\_  
LESSOR GOVERNMENT

**10. DUNS NUMBER (JUN 2004)**

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # \_\_\_\_\_

**11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)**

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

Registration Active and Copy Attached

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME STREET CITY, STATE, ZIP  _____ Signature	TELEPHONE NUMBER (XXX) XXX-XXXX    _____ Date
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INITIALS:  \_\_\_\_\_ & \_\_\_\_\_  
LESSOR GOVERNMENT