

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

**DEPARTMENT:** Capital Improvement Department

**AGENDA DATE:** February 2nd, 2021

**CONTACT PERSON/PHONE:** Sam Rodriguez, P.E., City Engineer, 212-0065

**DISTRICT(S) AFFECTED:** ALL

**STRATEGIC GOAL:** No. # 2: Set the Standard for a Safe and Secure City

**SUBJECT:** Resolution authorizing City Manager or designee to sign a Commercial Lease Addendum for Extension of Term between the City of El Paso and Cyndi Boaz for the lease of office space for the El Paso Police Department. This agreement sets the term from March 1, 2021 to February 28, 2023 with a monthly base rent of \$6,500.

**BACKGROUND / DISCUSSION:**

This is a renewal of a lease agreement for office space which the El Paso Police Department has been utilizing since 1999.

**SELECTION SUMMARY:**

N/A

**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:**

January 26, 2016

**AMOUNT AND SOURCE OF FUNDING:**

Funding String: 524000 – 321 – 21240 – 2710 – P2104 – G2120SW055

**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, or designee, is authorized to sign a Commercial Lease Addendum for Extension of Term between the City of El Paso and Cyndi Boaz for the lease of office space for the El Paso Police Department. This addendum extends the lease for an additional two years ending on February 28, 2023 with a monthly base rent of \$6,500. Further, that City Manager or designee is authorized to exercise all rights under the lease including termination of the lease. The City Manager or designee is also authorized to sign any amendments to the lease.

**ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2021**

CITY OF EL PASO

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

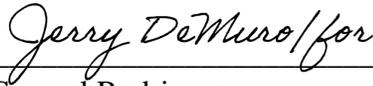
ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Omar De La Rosa  
Assistant City Attorney

  
\_\_\_\_\_  
Samuel Rodriguez,  
City Engineer



# COMMERCIAL LEASE ADDENDUM FOR EXTENSION OF TERM

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## ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT [REDACTED]

- A. At Tenant's option, Tenant may extend the term of above-referenced lease for 2 additional term(s) of 12 months each. The first additional term commences upon the expiration of the term stated in the lease and any subsequent additional term commences upon the expiration of the then applicable extended term.
- B. Tenant may exercise Tenant's option(s) to extend under Paragraph A only by providing written notice to Landlord at least 30 days before the end of the then current term of the lease.
- C. Tenant may not exercise Tenant's option(s) to extend under Paragraph A if the lease is terminated before Tenant exercises its option to extend or Tenant is in breach of the lease at the time Tenant exercises its option to extend.
- D. During the additional term(s), all provisions of the lease will continue as in effect immediately before the extension(s) commences except the base monthly rent during the additional term(s) will be:  
(Check (1), (2) or (3) only.)

X (1)	Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
	From	To	\$ Monthly Rate	\$ Annual Rate	
	03/01/2021	02/28/2023	/rsf/month	/rsf/year	6,500.00
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	
			/rsf/month	/rsf/year	

- (2) adjusted to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items", issued by the Bureau of Labor Statistics of the U.S. Department of Labor. The adjustment will be determined by multiplying the base monthly rent for the last month of the lease by the following fraction: (i) the numerator will be the published index number for January in the year the additional term commences; and (ii) the denominator will be the published index number for January in the year in which the original lease term commences.
  - (3) the prevailing rental rate on the 45th day before the additional term commences for premises of comparable size, quality, condition, improvements, utility, location, and length of term for tenant's of similar credit standing as Tenant.
- E. If Paragraph D(3) applies and the parties do not agree on the amount of the prevailing rental rate for the additional term before the 30th day before the additional term commences, each party will employ a state-certified appraiser and deliver the appraiser's written opinion of the prevailing rental rate to the other



party not later than the 15th day before the additional term commences. If the appraisers' opinions do not vary by more than 10%, the prevailing rental rate will be the average of the two opinions. If the appraisers' opinions vary by more than 10%, the appraisers will jointly select a third appraiser whose fees will be shared equally by the parties. If a third appraiser is engaged, the prevailing rental rate will be the average of the two opinions that are closest in amount. If either party fails to employ or timely deliver an appraiser's opinion as required by this paragraph, the opinion rendered by the appraiser employed by the other party will determine the prevailing rental rate.

F. Special Provisions:

n/a

Landlord: Cynthia Boaz

Tenant: \_\_\_\_\_

By: The Agency REPM

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

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

Printed Name: Ana Olague

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

Title: Property Manager

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

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

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

By (signature): \_\_\_\_\_

By (signature): \_\_\_\_\_

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

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

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

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