

★ **Roll Call Number**

Agenda Item Number

41

Date June 23, 2008

WHEREAS, the HOLA Center, a non profit corporation, has been created to assist the Hispanic Community of Des Moines; and;

WHEREAS, the Des Moines, Iowa Police Department desires to participate with the HOLA Center to provide more comprehensive law enforcement services to the Hispanic Community; and,

WHEREAS, the HOLA Center has identified office space to house two police officers for providing said service; and,

WHEREAS, a Lease Agreement for this office space has been created by the Police Legal Advisor and all parties concerned are in agreement with the lease stipulations; and,

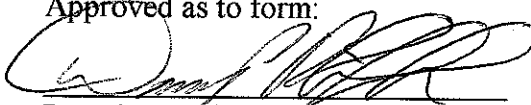
WHEREAS, the term of this agreement is from July 1, 2008 and ending June 30, 2011; and,

WHEREAS, the cost to rent the office space is \$458.33 per month; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Des Moines, Iowa that the HOLA Center Lease Agreement dated July 1, 2008 between the HOLA Center at 618 East 18th Street and the City of Des Moines, Iowa is hereby approved and the Mayor of the City of Des Moines, Iowa is hereby authorized and directed to sign said agreement and the City Clerk is hereby authorized and directed to attest to the Mayor's signature.

Moved by _____ to adopt

Approved as to form:



Douglas P. Philip
Assistant City Attorney

(Council Communication No. *08-311*)

COUNCIL ACTION	YEAS	NAYS	PASS	ABSENT
COWNIE				
COLEMAN				
HENSLEY				
KIERNAN				
MAHAFFEY				
MEYER				
VLASSIS				
TOTAL				
MOTION CARRIED APPROVED				
_____ Mayor				

CERTIFICATE

I, DIANE RAUH, City Clerk of said City hereby certify that at a meeting of the City Council of said City of Des Moines, held on the above date, among other proceedings the above was adopted.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into on the ____ day of _____, 2008, by and between The HOLA Center, an Iowa nonprofit corporation, ("Landlord"), whose address, for the purpose of this lease, is: 618 E. 18th Street, Des Moines, Iowa 50316, and CITY OF DES MOINES (POLICE DEPARTMENT), whose address for the purpose of this lease is: 25 E. 1st Street, Des Moines, IA 50309. Roll Call # _____

The parties agree as follows:

1. PREMISES AND TERM. Landlord leases to Tenant the following described area:

The Southeast Corner Office on the First Floor of 618 E. 18th Street, Des Moines, IA. consisting of approximately 215 square feet.

The term of the tenant lease shall be for three years beginning on July 1, 2008, and ending on June 30, 2011, upon the condition that Tenant performs as provided in this Lease, and thereafter renewable on an annual basis.

2. COMPENSATION. Tenant agrees to pay Landlord as rent \$458.33 per month, in advance commencing on the 1st day of July, 2008, and on the 1st day of each month thereafter, for the remaining term of this lease. All sums shall be paid at the address of Landlord, or at such other place as Landlord may designate in writing.

3. POSSESSION. Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease.

4. USE. Tenant shall use the premises for a City of Des Moines Police Community Service Site Office. Such activities shall include, but will not be limited to assisting the HOLA Center with law enforcement related issues and problems.

5. CARE AND MAINTENANCE.

(a) Tenant takes the premises as is, except as herein provided.

(b) Landlord shall keep the following in good repair: roof, exterior walls, foundation, sewer, plumbing, heating, wiring, windows and window glass, parking area, driveways, sidewalks (including snow removal) and exterior decorating, except when the same are occasioned by the misuse or negligence of Tenant, its agents, employees or invitees. Landlord shall not be liable for failure to make any repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant.

(c) Tenant shall maintain the premises in a reasonably safe, serviceable, clean and presentable condition and all installations made by Tenant under the terms of this Lease. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

6. UTILITIES AND SERVICES. Landlord shall pay for all utilities to include gas, water, and electric. Tenant shall pay for other services which are used by the tenant on the premises.

7. **SURRENDER.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant.
8. **ASSIGNMENT AND SUBLETTING.** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.
9. **PROPERTY INSURANCE.**
 - (a) Landlord and Tenant will each keep its respective property interests in the premises and its liability in regard thereto, and the personal property on the premises, reasonably insured against hazards and casualties; that is, fire and those items usually covered by extended coverage. Landlord agrees that Tenant's self-insurance and any extended insurance it has will satisfy the terms of this paragraph.
 - (b) To the extent of all insurance collectible for damage to property, and to the extent permitted by their respective policies of fire and extended coverage insurance, each party hereby waives rights of subrogation against the other, regardless of fault.
10. **INDEMNITY AND LIABILITY INSURANCE.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in or upon the leased premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any person claiming through or under Tenant. Tenant will maintain liability insurance in an amount not less than \$500,000 for any one occurrence. The insurance required by this paragraph on the part of the tenant may be provided by commercial insurance, self-insurance or a combination of commercial and self-insurance.
11. **DAMAGE.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by notice of one party to the other within twenty days after such notice; and both parties shall thereafter be released from all future obligations hereunder.
12. **MECHANICS' LIENS.** Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement on the premises.
13. **TERMINATION.**
 - (a) Tenant may cancel/terminate this lease agreement at any time by giving the Landlord one hundred twenty (120) days written notice of cancellation/termination.
 - (b) Further, upon default in payment of rent, abandonment of the premises, or upon any other default by Tenant of the material terms of this lease, this lease may, at the option of Landlord, and without prejudice to any other rights or remedies afforded Landlord by law, be cancelled and forfeited; PROVIDED, HOWEVER, before any such cancellation and forfeiture, Landlord shall give Tenant notice specifying the default, or defaults, and stating that this Lease will be cancelled and forfeited thirty days after notice, unless such default or defaults are remedied within such period.

(c) The parties acknowledge that because the permitted use of the premises is for the operation in part of the City's Police Department, which is authorized and funded by action of the Des Moines City Council, Tenant may terminate this Lease if the City Council withdraws or disapproves continued funding for the office space utilized under this lease. In the event of such discontinuation, notice of termination must be in writing at least sixty (60) days prior to the effective date of such termination.

15. NOTICES AND DEMANDS. All notices and demands of the Tenant shall be deemed sufficient if sent by regular mail to Penny B. Nichols, 618 E. 18th Street, Des Moines, Iowa 50316. All notices and demands of the Landlord shall be deemed sufficient if sent by certified mail, Return Receipt Requested, to John Jones, City of Des Moines Police Department, 25 E. 1st Street, Iowa 50309.

16. PROVISIONS BINDING. Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

17. ENVIRONMENTAL COVENANTS. Tenant will only store equipment and supplies customary to general office use.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

Tenant

Landlord

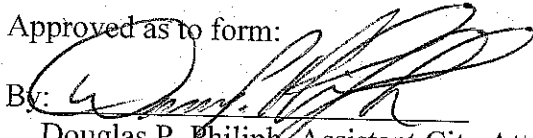
By: _____
T.M. Franklin Cownie, Mayor
City of Des Moines

By: _____
Penny B. Nichols, Executive Director
The Hola Center

Attest:

By: _____
Diane Rauh, City Clerk

Approved as to form:

By: 
Douglas P. Philip, Assistant City Attorney

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this ___ day of _____, 2008, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared T.M. FRANKLIN COWNIE and DIANE RAUH, to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Des Moines, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of City of Des Moines, Iowa, by authority of its City Council, as contained in the Resolution adopted by City Council under Roll Call No. 08-_____ of City Council on the ___ day of _____, 2008, and that T.M. FRANKLIN COWNIE and DIANE RAUH acknowledged the execution of the instrument to be the voluntary act and deed of City of Des Moines, Iowa, by it and by them voluntarily executed.

Notary Public in the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of _____, 2008, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Penny B. Nichols, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of The HOLA Center executing the foregoing instrument; that (no seal has been procured by)(the seal affixed thereto is the seal of) the corporation; that the instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; that Penny B. Nichols acknowledges the execution of the instrument to be the voluntary act and deed of the corporation voluntarily executed.

Notary Public in the State of Iowa