

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

**DEPARTMENT:** Department of Public Health  
**AGENDA DATE:** April 28, 2015  
**CONTACT PERSON/PHONE:** Robert Resendes, Health Director, 212-6500  
Bruce D. Collins, Purchasing Director, 212-1181  
**DISTRICT (S) AFFECTED:**

**STRATEGIC GOAL 8:**

**Nurture and Promote a Healthy, Sustainable Community**

8.1 Deliver prevention, intervention and mobilization services to promote a healthy, productive and safe community.

**SUBJECT:**

The City of El Paso Department of Public Health is recommending award to Carlos C. Martinez , in solicitation 2015-278R San Elizario WIC. The estimated annual award is \$24,480.00. The total (3) year estimated award is \$73,440.00, with two additional (3) year options to extend, \$94,982.40 for the first option, and \$116,524.80 for the second option, estimated total of award \$284,947.20 (9 years).

**BACKGROUND / DISCUSSION:**

The Department of Public Health is recommending the award of the 2015-278R to Carlos C. Martinez.

**SELECTION SUMMARY:**

Solicitation was advertised on 3/25/2014. The solicitation was posted on City website on 03/25/2014 and the email (Purmail) notification was sent the week of 3/25/2014. Total of thirty four (34) vendors with thirty three (33) being local vendors were solicited. A total of one (1) proposal was received.

**PRIOR COUNCIL ACTION:**

City Council awarded a contract to Carlos C. Martinez on February 8, 2005 for 36 months (April 1, 2005 to March 31, 2008)

**AMOUNT AND SOURCE OF FUNDING:**

Department:	Public Health
Annual Estimated Amount:	\$24,480
Initial Term Estimated Award:	\$73,440 (3 years)
Total Estimated Amount:	\$284,947.20 (9 years)
Accounts:	341-2140-41240-524000-G4115AD WIC Admin
Fund Source Name:	Public Health Grants

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:** \_\_\_\_\_  
Name Signature Date

**COUNCIL PROJECT FORM  
(RFP)**

\*\*\*\*\***POSTING LANGUAGE BELOW**\*\*\*\*\*

Please place the following item on the **CONSENT** agenda (under **RFP's**) for the Council Meeting of **APRIL 28, 2015**.

**STRATEGIC GOAL: NO. 8: Nurture and Promote a Healthy, Sustainable Community**

The award of Solicitation No. 2014-278R Building Space Rental San Elizario WIC Center (Re-bid) to Carlos C. Martinez for an initial three (3) year term in the estimated amount of \$73,440.00. The award is to include a two (2) 3- year lease term options, \$94,982.40 first option and \$116,524.80 second option, for a total of nine (9) year award of \$284,947.20.

Department:	Health
Award to:	Carlos C. Martinez El Paso, Texas
Item(s):	All
Initial Term:	3 years
Option:	Two 3-year lease terms
Annual Estimated Amount:	\$ 24,480.00
Initial Term Estimated Award :	\$ 73,440.00 (3 years)
1 <sup>st</sup> Option Total:	\$ 94,982.40 (3 years)
2 <sup>nd</sup> Option Total:	\$116,524.80 (3 years)
Total Estimated Award:	\$284,947.20 (9 years)
Account No.:	341 – 41240 – 524000 – 2140 – G4115AD
Funding Source:	Public Health - Public Health Grants
District(s):	All

This is a Request for Proposal, Lease Contract

Purchasing & Strategic Sourcing and Health recommend award as indicated to Carlos C. Martinez, the highest ranked proposer based on evaluation factors established for this procurement. In accordance with this award the City Manager is authorized to execute any and all documents necessary for the implementation of this agreement, including the exercise of future options, if needed.

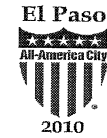
\*\*\*\*\***ADDITIONAL INFO BELOW**\*\*\*\*\*

**COMMITTEE SCORE SHEET**  
**2014-0278R - Building Space Rental San Elizario WIC Center (Re-bid)**

<b>EVALUATION FACTORS</b>		<b>Carlos C. Martinez</b> <b>El Paso, Texas</b>
<b>A: Cost</b>	<b>50 Points</b>	50.00
<b>B: Floor Plan</b>	<b>20 Points</b>	16.67
<b>C: Project Scope (Location)</b>	<b>15 Points</b>	15
<b>D: Time Frame of Availability</b>	<b>15 Points</b>	15.00
<b>GRAND TOTAL =100</b>		<b>96.67</b>



# CITY OF EL PASO REQUEST FOR PROPOSAL TABULATION FORM



**Bid Opening Date:** APRIL 16, 2014

**Project Name:** BUILDING SPACE RENTAL SAN ELIZARIO WIC CENTER (RE-BID)

**Solicitation #:** 2014-278R

**Department:** PUBLIC HEALTH

CARLOS C. MARTINEZ	EL PASO, TX
RFPs SOLICITED: 34	RFPs RECEIVED: 1
RFPs LOCAL: 33	NO RFPs: 0

**NOTE:** The information contained in this RFP tabulation is for information only and does not constitute actual award/execution of contract.

APPROVED: \_\_\_\_\_ /s/ \_\_\_\_\_

DATE: 04/18/2014

FORTUNE REAL ESTATE, INC.  
214 W. FRANKLIN 2<sup>ND</sup> FLOOR  
EL PASO, TEXAS 79901

CARLOS MARTINEZ  
6283 LOS BANCO  
EL PASO TX 79912

ANCHONDO REAL ESTATE  
1715 MONTANA AVE  
EL PASO TX 79902

THE REAL ESTATE POWER HOUSES  
PO BOX 12275  
EL PASO TX 79913

RAMIREZ GEORGE I.  
10600 MONTWOOD DR STE 122  
EL PASO TX 79935

NODDLE COMPANIES /  
MONTWOOD MALL  
2285 S 67<sup>TH</sup> ST. STE 250  
OMAHA NE 68106

MIMCO INC  
6500 MONTANA  
EL PASO TX 79925

DAN OLIVAS & ASSOCIATES  
240 THUNDERBIRD DR. STE D  
EL PASO, TX 79912

MILLS PLAZA PROPERTIES, LP  
123 W. MILLS AVE STE 600  
EL PASO, TX 79901

ODORN INVESTMENTS, INC.  
7100 WESTWIND STE. 230  
EL PASO TX 79912

INDUSTRIAL REALTY GROUP /  
PLEXXAR  
1865 NORTHWESTERN DR.  
EL PASO TX 79912

ERA SELLERS BUYERS  
& ASSOCIATES/C. ROJAS  
780 N. RESLER  
EL PASO TX 79912

COLDWELL BANKER DE  
WETTER HOVIOUS, INC.  
5662 N. MESA ST  
EL PASO TX 79912

HUSSMANN VENTURES, INC  
PO BOX 1980  
EL PASO TX 79950

LOZANO REAL ESTATE GROUP  
1721 WESTON BRENT LN  
EL PASO TX 79935

REGUS  
221 N KANSAS ST STE 700  
EL PASO TX 79901

CENTURY 21 APD ASSOCIATES  
6601 MONTANA AVE STE J  
EL PASO TX 79925

DKD ASSOCIATES INC  
1160 AIRWAY BLVD STE B-2  
EL PASO TX 79901

BINGHAM INVESTMENTS INC.  
6044 GATEWAY EAST STE 900  
EL PASO TX 79905

KELLER WILLIAMS REALTY EL PASO  
6006 N. MESA STE  
EL PASO TX 79912

LONE STAR INVESTMETNS  
2431 MONTANA AVE  
EL PASO TX 79903

ERA SELLERS BUYERS ASSOCIATES  
780 N. RESLER DR  
EL PASO TX 79912

MAJESTIC REALTY  
8201 LOCKHEED R #235  
EL PASO TX 79925

DEWITT & REARICK INC  
PO BOX 220958  
EL PASO TX 79913

ERA SELLERS BUYERS & ASSOCIATES  
1346 N ZARAGOSA STE A  
EL PASO TX 79936

TERESA FORBES REALTY  
10220 MONTWOOD DR  
EL PASO TX 79925

SUSAN Y KIM KELLER WILLIAMS  
REALTY EL PASO  
6006 N. MESA SUITE 110  
EL PASO TX 79912

SHALOM GROUP LP  
PO BOX 96  
EL PASO TX 79941

EDWARD ABRAHAM COMPANY  
3737 N MESA ST STE J  
EL PASO TX 79902

T-GROUP PROPERITES GGI II LTD  
9434 VISCOUNT STE #155  
EL PASO TX 79925

ROBERT MALOOLY  
920 N STATON  
EL PASO TX 79902

RIVER OAKS PROPERTIES LTD  
106 MESA PARK DR  
EL PASO TX 79912

AMERICAN LIVING REALTY  
6643 N MESA  
EL PASO TX 79912

SIERRA MORTGAGE SOUTHWEST  
5915 SILVER SPRINGS BLDG 6A  
EL PASO TX 79912

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

LEASE

THIS LEASE ("Lease") by and between CITY OF EL PASO, hereinafter called the "City," and **Carlos C. Martinez**, an individual, hereinafter called the "Lessor."

**WHEREAS**, the City has solicited bids pursuant to Solicitation No. 2014-278R to lease space for a health clinic for the Women, Infants and Children (WIC) program overseen by the City's Department of Public Health, and the solicitation identified an area for the building to be within the San Elizario WIC Service Area and required the successful bidder to make certain improvements to the property described herein; and

WHEREAS, the Lessor previously entered into a lease dated February 8, 2005 with the El Paso City-County Health and Environmental District, which lease was assumed by the City by Lease Assignment and Correction of Error dated December 11, 2007 and the City exercised its option to extend the term for an additional three year term by on March 22, 2011 ("Prior Lease"), and the City has continued to occupy the Premises on a month-to-month tenancy until the execution of this Lease Agreement;

**WHEREAS**, the parties desire to enter into this lease for the term stated herein.

**NOW THEREFORE**, for and in consideration of the foregoing and in further consideration of the mutual benefits, the Parties hereto agree as follows:

1. **Premises.** The Lessor hereby leases to the City the following described property:

approximately 2720 square feet of usable space at a building located on Block 27, Tract 9D of the San Elizario Grant, which Leased Premises is located at the address commonly known as 12004 Socorro Road, San Elizario, Texas 79849.

The leased property described above is hereinafter referred to as the "Leased Premises" as depicted in the floor plan set forth as **Exhibit "A."**

The Lessor agrees that City will have use of approximately 45 parking spaces in the parking area at the Lessor's property on which the Leased Premises are located ("Parking Area") for use by city employees as well as its invitees.

2. **Term of Lease.** The term of this Lease shall be for three (3) years, commencing on the execution date of this Lease and ending on \_\_\_\_\_, 2017 ("Term").

3. **Option to Extend Term.** In the event that the City is not in default of any terms of this Lease, the City shall have the option to extend this Lease for two (2) additional terms of three (3) years each. The City may exercise the first option ("First Option Period") by notifying the Lessor in writing at least ninety (90) days prior to the expiration of the Initial Term. In the event

the City exercises its first option, the Lease shall be extended for three (3) years on the same terms and conditions, except that Rental Rate shall be adjusted as noted below.

The City's options to extend the Lease shall terminate if the City fails to notify the Lessor in writing ninety (90) days before the expiration of the Initial Term or any relevant option period. Time is of the essence with regard to the ninety (90) day notice requirement.

4. **Rental Rate.** The Rental Rate for the Term will be Two Thousand Forty and No/100 Dollars (\$2,040.00) per month or Twenty-Four Thousand Four Hundred Eighty and No/100 (\$24,480.00) per annum.

The Rental Rate for the First Option Term will be at a rate of Two Thousand Six Hundred Thirty-Eight and 40/100 Dollars (\$2,638.40) per month or Thirty-One Thousand Six Hundred Sixty and 80/100 (\$31,660.80) per annum.

The Rental Rate for the Second Option Term will be at a rate of Three Thousand Two Hundred Thirty-Six and 80/100 Dollars (\$3,236.80) per month or Thirty-Eight Thousand Eight Hundred Forty-One and 60/100 (\$38,841.60) per annum.

5. **Hold over.** The Lessor and the City agree and understand that any holding over of the City on the Leased Premises at the expiration of this Lease, or extension hereto, shall operate and be constructed as a tenancy from month-to-month at the then current monthly rental, and all provisions of this Lease shall remain effective, so long as the City retains possession of the Leased Premises.

6. **Permitted Uses.** The City agrees to use the Leased Premises for general office, classroom, and clinic purposes consistent with its WIC Program.

7. **The City's Responsibilities.** The City is responsible for the following:

- A. **Security.** The City will be responsible for providing security of the Leased Premises.
- B. **Utilities.** The City will pay for the utility charges for the water, gas, electricity, and telephone service all separately metered and used by the City in the building at the Leased Premises.
- C. **Pest Control.** The City will be responsible for keeping the Leased Premises free of pest infestation.
- D. **Trash and Medical Waste Removal.** The City will be responsible for trash removal and medical waste disposal.
- E. **Signs.** The City shall not place any signs at or about the Leased Premises, except when first approved by the Lessor, such approval not to be unreasonably withheld.

- F. Care of Interior. The City agrees to take good care of the interior of the Leased Premises and fixtures and suffer no waste. At the end of the term and any extension thereof, the City will leave the Leased Premises in good order and condition, ordinary wear and tear and damage by fire and elements only excepted.

8. **The Lessor's Responsibilities.** The Lessor is responsible for the following:

- A. Improvement Construction Period. The parties acknowledge that the City has occupied the Premises under the Prior Lease and that, pursuant to state and federal law and regulations, the City issued Solicitation No. 2014-278R to solicit proposals for the lease of building space within the San Elizario WIC Service Area. The Solicitation in Part 3, Section 3.1 Scope of Services that the leased Premises comply with certain Building Specifications (in subparagraph II). The parties have agreed that the Lessor has made the improvements necessary to bring the Premises into compliance with the Building Specifications, except that the City has agreed to a modified schedule for painting and flooring as further described in this Lease.
- B. Maintenance. The Lessor shall be responsible for all building maintenance and repair, including but not limited to any and all structural components, roof, foundation, interior and exterior walls, doors, windows, heating, cooling, plumbing, electrical, blinds or drapes, phone jacks, cabling infrastructure, and other equipment of the building in good working order. The Lessor is responsible for providing adequate heating and refrigerated air conditioning with venting to all areas as proven by a test and balance report submitted by Lessor prior to the City's acceptance of the Leased Premises and is responsible for maintaining the heating and refrigerated air conditioning in good working conditions year round. Exit doors should be in proper condition in order to prevent and minimize any air, wind and drafts into the Leased Premises from the exterior. If exit doors do not meet this standard following reasonable repairs by the Lessor, the Lessor shall replace the exit doors with new ones. In addition, the Lessor shall replace the tile flooring within the Leased Premises during the first three (3) months of the third (3<sup>rd</sup>) year of the Initial Term of the Lease and shall replace the ceiling tiles as needed if there is water or other damage to the ceiling tiles.

The Lessor shall maintain the same in compliance with all governmental requirements and regulations.

- C. Parking Areas. The Lessor shall be responsible for maintenance, cleaning and repair of the parking area and all spaces at the Property throughout the Term. In addition, the Lessor shall be responsible for maintenance, cleaning and repair of the sidewalks adjacent to the building, landscaped areas, and any other areas outside the Leased Premises that the City and participants in the WIC program may access.

- D. Painting. The Lessor and City acknowledge that the Lessor has repaint the interior of the Premises (including all baseboards) in 2014 prior to the City's occupancy under this Lease and shall repaint the interior areas of the Leased Premises every two (2) years beginning in 2016 for the entire lease term and any option terms exercised by the City. In addition, the Lessor shall repaint the exterior of the building in which the Leased Premises is located at least once every ten (10) years during the Term (including the Extended Terms). The Lessor will be responsible for moving all furniture and equipment in order to paint the interior of the building on such dates (consistent with this Lease provision) and conditions to be mutually agreed between the parties. The Lessor shall have the right to remove any sign or signs in order to paint the Leased Premises or make any other alterations, and the Lessor agrees to bear the expense of the removal or installation of any signs under this provision.
- E. Utilities and Utility Lines. The Lessor is responsible for payment of utility charges and the repairs of any utility lines on the Property including but not limited to the parking areas, sidewalks adjacent to the building in which the Leased Premises is located, landscaped areas, and any other open or common areas that the City may have the right to use under the Lease. As set forth in Section 7(B), the City shall be responsible for payment of monthly utility services costs separately metered for Leased Premises.
- F. Repairs. In the event the Leased Premises need repairs, the City will give immediate notice to the Lessor, and the Lessor agrees to arrange for maintenance personnel on a 24-hour basis. The Lessor shall respond within 24 hours of notice of emergency work order requests by the City and within 10 days of notice of non-emergency work order requests by the City. If the Lessor fails to respond and begin repairs within twenty-four (24) hours of receiving notice of repairs which (1) are essential to the health and safety of the City, its, agents, personnel or invitees, (2) repairs which may damage the Leased Premises or the City's furniture and equipment or (3) if the Lessor fails to respond and begin repairs within 10 days of receiving non-emergency work orders, the City may at its option upon notice to the Lessor:
- i. Make or have such repairs, without liability to the Lessor for any loss or damage which may result to the Lessor by reason of such repairs, the cost or expenses of which shall be presumed reasonable, and the Lessor shall immediately, upon receiving notice of such cost and expense, pay for the cost and expenses of such repairs;
  - ii. Consider the Leased Premises uninhabitable, in which case, the rent may be abated or the term of this Lease shall be automatically extended, at no additional cost to the City, for the length or time it takes for repairs to be made or the Leased Premises are otherwise habitable again. The Leased Premises shall be considered "uninhabitable" when in the City's sole

discretion, the Leased Premises are not usable for the City's permitted use under this Lease; or

- iii. Deem such failure to begin or complete repairs a default and pursue any and all legal remedies available to the City.

The Lessor shall not be required to repair damages caused by negligence of the City's employees or agents. The City agrees to take good care of the interior of the Leased Premises and fixtures and suffer no waste. At the end of the term and any extension thereof, the City will leave the Leased Premises in good order and condition, ordinary wear and tear and damage by fire and the elements only accepted.

- G. Emergency Contact. Lessor shall provide the telephone number of contact person in case of emergency repairs after hours and weekends.

- H. Taxes. The Lessor shall pay any and all real property and personal property taxes assessed against the Leased Premises and Lessor's real property ownership. **In no event shall the City be deemed responsible for the payment of any taxes associated with the Leased Premises or this Lease.**

9. Improvements. No improvements, alterations or additions shall be made in or to the Leased Premises without the prior written consent of the Lessor, such consent not to be unreasonable withheld. All alterations, additions and improvements installed at the expense of the City shall be done of equal workmanship and materials as in the existing Leased Premises. Such alterations, additions and improvements may be removed at the time the lease is terminated by the City, unless to do so would cause permanent damage to the Leased Premises, in which case the alterations, additions or improvements shall become the property of the Lessor, and shall remain upon and be surrendered with the Leased Premises as a part thereof at the termination of this Lease.

10. Solicitation No. 2014-278R. The Lessor also agrees to that the terms and conditions of the Solicitation No. 2014-278R and its bid proposal attached hereto as Exhibit "B" and incorporated herein for all purposes. The Lessor will complete the identified improvements as identified and within the time schedules identified in the Solicitation No. 2014-278R. Any conflict between the terms and conditions of said award and this agreement shall be resolved in favor of this agreement.

11. INDEMNIFICATION. THE LESSOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES AND VOLUNTEERS FREE AND HARMLESS FROM ANY LIABILITY FOR INJURY OR DAMAGE TO ANY PERSONS OR PROPERTY ARISING OUT OF THE CITY'S USE OF THE LEASED PREMISES INCLUDING ALL COSTS, EXPENSES AND ATTORNEY'S FEES INCURRED BY THE CITY IN DEFENSE OF SUCH CLAIMS.

12. **Insurance.** The Lessor, at his sole cost and expense shall, throughout the term of this Lease, or any extension hereof, provide and keep in force for the benefit of the Lessor and the City, comprehensive general liability insurance in an amount not less than ONE MILLION DOLLARS, (\$1,000,000.00) covering the Lessor and its employees, ONE MILLION DOLLARS (\$1,000,000.00) for protection of the general public and the City per occurrence for bodily injury or wrongful death and ONE MILLION DOLLARS (\$1,000,000.00) per occurrence for property damage. All policies of insurance shall be written by insurance companies authorized to do business in Texas. The City, its officers, agents, employees and volunteers shall be carried as co-insureds and a certificate of insurance acknowledging the amounts and persons covered shall be delivered by the Lessor to the City upon execution of this agreement. All insurance policies required by this Lease shall contain a provision that the policy shall not be canceled or reduced in any amount without at least sixty (60) days notice to the City.
13. **Assignment and Subleases.** The City shall not assign this agreement or sublet the Leased Premises, or any part thereof, without obtaining the consent of the Lessor in writing.
14. **Destruction of Leased Premises.** The City will give immediate written notice to the Lessor of any damage caused to the Leased Premises by fire or other casualty.

In the event the Leased Premises are damaged or destroyed by fire or other casualty and the Lessor does not elect to terminate this lease as hereinafter provided, the Lessor shall proceed with reasonable diligence and at its sole cost and expense to rebuild and repair the Leased Premises. If the building which is a part of the Leased Premises is destroyed or substantially damaged by fire or other casualty which the City determines substantially interferes with the City's permitted use, then the Lessor may elect either to terminate this lease or to proceed to rebuild and repair the leased Premises. The Lessor shall give written notice to the City of such election within ten (10) calendar days after the occurrence of such casualty and if the Lessor elects to rebuild and repair shall proceed to do so with reasonable diligence and at its sole cost and expense. The Lessor's obligations to rebuild and repair under this section shall be limited to restoring the Leased Premises and the building and improvements thereon to substantially the condition in which the same existed prior to such causality except for any fixtures and equipment installed by Lessee which were not to become permanent fixtures for the benefit of the Lessor. If, because of damage or destruction resulting from any cause whatsoever, the Leased Premises are damaged to the extent that the City determines it cannot, without substantial inconvenience, expense or impairment of its ability to operate as necessary, operate as allowed under permitted uses, then from the date of occurrence of such damage or destruction until the date such damage or destruction has been completely repaired and the Lease Premises have been restored to the condition they were in immediately prior to the occurrence of such damage or destruction, there shall be a complete abatement or rent (prorated on a daily basis), and the City is not obligated to pay rent for such period. If, in the event, any damage to or destruction of the Leased Premises, the City reasonably concludes that the restoration of the Leased Premises to the condition in which they existed immediately prior to the occurrence of such damage

or destruction is not likely to be completed until a date which is more than ninety (90) calendar days from the date of such damage or destruction occurred, the City or the Lessor may terminate without penalty or other liability this lease by giving written notice to the Lessor or the City no later than five calendar days after the occurrence of such damage or destruction, with the termination of the lease to be effective as of the date of such damage or destruction.

15. **Notices.** Any notices required or desired shall be sent certified mail, return receipt requested to the following address:

City: City Manager  
City of El Paso  
P. O. Box 1890  
El Paso, Texas 79950-1890

Copy to: Real Estate Manager  
Economic & International Development Dept.  
P.O. Box 1890  
El Paso, Texas 79950-1890

Director  
Department of Public Health  
5115 El Paso Drive  
El Paso, Texas 79905

Lessor: Carlos Martinez  
P.O. Box 12235  
El Paso, Texas 79913

16. **Default.** If the Lessor defaults on any of the covenants contained herein, the City may cancel the lease, if, after thirty (30) days written notice, the Lessor has either not cured the default or commenced action to cure the default. Any default which the Lessor begins to cure within ten (10) days after notice there of shall not be deemed cured unless the Lessor completely cures default within a reasonable time thereafter. Upon cancellation of this lease under the terms of this provision the City shall have no further obligation under the terms of the Lease.

17. **WIC Funding/Subject to Appropriation.** In the event of a fifty percent (50%) or greater reduction in the level of federal funding for the City's WIC Program, the City shall have the option to terminate this lease, without penalty, after giving the Lessor thirty (30) days written notice to that effect, during which time the City may vacate the Leased Premises in whole or in part.

18. **Legal Construction.** If any provision of this lease is found by court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Lease will not be affected.

19. **Venue.** Venue shall be in El Paso, El Paso County, Texas. The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Lease.
20. **Complete Agreement.** The covenants and conditions herein are the full and complete terms of this Lease and no alteration, amendments or modifications of said terms and conditions shall be binding unless first reduced to writing and signed by both parties.

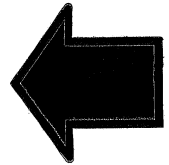
**WITNESS THE FOLLOWING SIGNATURES ON THE DATE SHOWN BELOW.**

PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2015.



**THE CITY OF EL PASO**

\_\_\_\_\_  
 Tomás González  
 City Manager

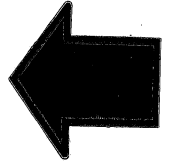


**APPROVED AS TO FORM:**

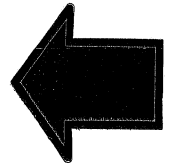
\_\_\_\_\_  
 Bertha A. Ontiveros  
 Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
 Cary S. Westin, Managing Director  
 Economic Development



\_\_\_\_\_  
 Robert Resendes, Director  
 Department of Public Health



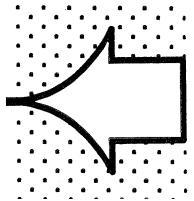
**ACKNOWLEDGMENT**

**STATE OF TEXAS**        )  
                                  )  
**COUNTY OF EL PASO**    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2015, by **Tomás González**, as **City Manager** of the **City of El Paso**.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
My commission expires:



[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSOR:

By:

*Carlos C. Martinez*  
Carlos C. Martinez

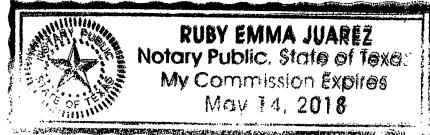
ACKNOWLEDGMENT

STATE OF TEXAS       )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me this 2nd day of April 2015,  
by Carlos C. Martinez, as Lessor.

*Ruby Emma Juarez*  
\_\_\_\_\_  
Notary Public, State of Texas

May 14, 2018  
My commission expires:



F