

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

DEPARTMENT: Public Health

AGENDA DATE: CCA 061212

CONTACT PERSON NAME AND PHONE NUMBER: Michael Hill, 771-5702

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a First Amendment to the Lease Agreement by and between Ricardo Rios ("Lessor") and the City Of El Paso ("Lessee") with regard to the property located at 1505 E. Missouri, El Paso, Texas, for the purpose of increasing the leased premises to the entire 1729 square feet and adjust the rental rate to \$950 per month.

BACKGROUND / DISCUSSION:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD: _____

RESOLUTION

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

That the City Manager be authorized to sign a First Amendment to the Lease Agreement by and between Ricardo Rios ("Lessor") and the City of El Paso ("Lessee") with regard to the property located at 1505 E. Missouri, El Paso, Texas, for the purpose of increasing the leased premises to the entire 1729 square feet and adjust the rental rate to \$950 per month.

ADOPTED this _____ day of _____ 2012

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONENT:

Bertha A. Ontiveros
Assistant City Attorney

R. Alan Shubert, P.E. City Engineer
Engineering and Construction Management Dept.



Michael Hill, Director
Public Health Department

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**FIRST AMENDMENT TO
LEASE AGREEMENT**

This First Amendment to the Lease Agreement (“Amendment”) is made by and between the Ricardo Rios (hereinafter “Lessor”) and CITY OF EL PASO (“Lessee”) on this ____ day of _____, 2012.

WHEREAS, the Lessee and the Lessor entered into a Lease Agreement (“Lease”) dated September 30, 2010 regarding the use of 900 square feet in the building located at 1505 East Missouri, El Paso, Texas (“Premises”) for general office, classroom and clinic purposes consistent with the City of El Paso’s Department of Public Health Mpowerment Program;

WHEREAS, the Lessee and the Lessor now desire to amend the Lease to increase the size of the Leased Premises to the entire 1729 square foot building and to adjust 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. **LEASED PREMISES.** The Lessee and the Lessor mutually agree that paragraph 1 be revised to read as follows:

1. The Lessor hereby leases to the City the following described property: Approximately **1729** square feet of usable space located at **1505 East Missouri** and hereinafter referred to as the Leased Premises. This does not include areas that are in addition to the primary building such as parking areas, sidewalks adjacent to the building, landscaped areas, and any other areas that the general public may access. The initial term of this Lease shall be for twelve (12) months, commencing on the Effective Date and ending December 31, 2012.

2. **RENT.** The Lessee and the Lessor mutually agree that paragraph 3 be revised to read as follows:

3. Rental rate shall be the sum of **\$950.00** per month. This amount shall not change during any lease renewal period.

3. **RATIFICATION.** Except as herein amended, all other terms and conditions of the Lease as amended by that Lease Amendment dated _____, 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 _____, 2012.

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

LESSEE: CITY OF EL PASO

Joyce A. Wilson
City Manager

APPROVED AS TO FORM:

Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

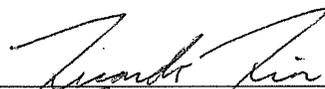
R. Alan Shubert, P.E., City Engineer
Engineering & Construction Management



Michael Hill, Director
Public Health Department

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

LESSOR: RICARDO RIOS

By: 
Name: Ricardo Rios
Title: _____