

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

**DEPARTMENT:** Public Health

**AGENDA DATE:** August 23, 2011

**CONTACT PERSON/PHONE:** Michael Hill – Director, Health (915) 771-5702;  
Liza Ramirez-Tobias- Capital Assets Manager, Engineering & Const. Mgmt. (915) 541-4074;  
Bruce D. Collins – Purchasing Manager (915) 541-4313

**DISTRICT(S) AFFECTED:** 6

**SUBJECT:**

Extend the following contract: 2005-193R – Building Space Rental Eastside Health Clinic Resolicited  
With: River Oaks Properties, LTD of El Paso, TX  
Estimated Annual Expenditures: \$59,400.00  
Total Estimated Expenditures: \$178,200.00 for three (3) additional years

Request that the Purchasing Manager for Financial Services, Purchasing Division be authorized to exercise the City's option to extend the current Building Space Rental – George Dieter WIC Center contract with River Oaks, LTD for three (3) additional years, pursuant to the provisions to an award approved by City Council on May 18, 2005. Contract Period is September 1, 2011, to August 31, 2014.

**BACKGROUND / DISCUSSION:**

The Health Department is recommending the extension of the above contract, WIC has been in this facility since October 2005. The lease specification remains unchanged, however there is a monthly rent increase from \$4,575.00 to \$4,950.00. This will allow WIC to continue providing services to over 54,216 clients annually at our George Dieter WIC Center. WIC services include nutrition education, breastfeeding promotion and counseling to enhance good health care services and provide supplemental food instruments, at no cost to low-income pregnant, Breastfeeding and postpartum women, infants and children identified to be at nutritional risk, who meet an income guideline and reside in El Paso or Hudspeth counties.

**PRIOR COUNCIL ACTION:**

Yes. 2005-193R was originally awarded on 05/18/2005. First option to extend exercised on October 14, 2008.

**AMOUNT AND SOURCE OF FUNDING:**

Department: Health Department  
Amount: \$178,200.00  
Funds Available: Dept.: 41150011 – Acct: 502400 – Fund: 06341 & 06343 - Grant/Project: G4111AD & G4111NE  
Funds Source: WIC Administration & WIC Nutrition-Building Leases

**BOARD / COMMISSION ACTION:**

CARE recommends approval

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\*\*\*\*\*AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** \_\_\_\_\_

**COUNCIL PROJECT FORM  
(CONTRACT EXTENSION)**

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

Please place the following item on the **CONSENT** agenda (under **PURCHASING REQUESTS, ETC.**) for the Council Meeting of **AUGUST 23, 2011**.

Request that the Purchasing Manager for Financial Services, Purchasing Division be authorized to exercise the City's option to extend current Contract 2005-193R (Building Space Rental Eastside Health Clinic Resolicited) with River Oaks Properties, LTD for three (3) additional years pursuant to the provisions of an award approved by the City Council on May 18, 2005. The extended contract period will be from September 1, 2011 to August 31, 2014.

Department:	Department of Public Health
Vendor Location:	El Paso, Texas
Option:	Two [of Two]
Annual Estimated Amount:	\$59,400.00
Total Estimated Amount:	\$178,200.00 (3 years)
Account:	41150011-502400-06341-G4111AD 41150011-502400-06343-G4111NE
Funding Source:	WIC Administration & WIC Nutrition-Building Leases
District:	6

This is an RFP, services contract

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

Leased Facility Location: 1757 George Dieter, Ste. 109-111, El Paso, Texas

**MOTION**  
**OCTOBER 14, 2008**

Motion made, seconded, and unanimously carried to **AUTHORIZE** the Purchasing Manager for Financial Services, Purchasing Division, to exercise the City's option to extend current Contract 2005-193R (Building Space Rental Eastside Health Clinic Resolicited) with River Oaks Properties, LTD for three additional years pursuant to the provisions to an award approved by Board of Health on May 18, 2005, and that the Purchasing Manager clarify that the address of the leased property as 1757 George Dieter Drive, Suite 109-111. Contract period is September 1, 2008, to September 1, 2011

Department: Public Health  
Option: One [of Two]  
Estimated Amount: \$164,700 (Total for three year extension)  
Account No.: 41150011-502400-06330-G4108AD  
41150011-502400-06332-G4108NE  
Funding Source: TDH WIC Services, Admin WIC Admin-FY08  
TDH WIC Services, NE04 WIC Nutrition-FY08

Richarda Duffy Momsen, City Clerk

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

LEASE

THIS LEASE, by and between RIVER OAKS PROPERTIES, LTD., hereinafter called Lessor, and EL PASO CITY-COUNTY HEALTH AND ENVIRONMENTAL DISTRICT, hereinafter called Lessee, witnesseth:

1. Lessor hereby leases to Lessee the following described property: Approximately 3,600 square feet of usable space located at 1757 George Dieter, Ste. 108-110, El Paso, Texas.
2. The term of this lease shall be for three (3) years, September 1, 2005. At or before the conclusion of this initial term, Lessee shall have the option to extend this lease for two (2) additional three (3) year periods. At or before the conclusion of the first option period Lessee may exercise the second option, and so on. During the term of any option exercised by Lessee, all terms and conditions, excluding rental rate, shall remain unchanged and in effect. The total duration of this lease, including the exercise of any options under this clause, shall not exceed nine (9) years.
3. Rental rate shall be the sum FOUR THOUSAND TWO HUNDRED AND 00/XX DOLLARS (\$4,200.00) per month during the initial three-year lease. The first option to renew for an additional three (3) year period will be at the rate of FOUR THOUSAND FIVE HUNDRED SEVENTY FIVE AND 00/XX DOLLARS (\$4,575.00). The second option to renew for an additional three (3) year period will be at FOUR THOUSAND NINE HUNDRED FIFTY AND 00/XX DOLLARS (\$4,950.00).
4. The Lessor and Lessee agree and understand that any holding over of the Lessee on the premises at the expiration of this lease, or extension hereto, shall operate and be construed 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 Lessee retain possession of the leased premises.

5. Lessee will pay for utilities used with the leased premises.

6. Lessee agree to use the Premises for general office, classroom and clinic purposes consistent with the El Paso City-County Health and Environmental District's Women, Infants and Children (WIC) Program.

7. Lessee will keep the walls, foundation, roof, doors, windows, plumbing, cooling and heating systems, blinds or drapes, phone jacks, data jack category 5, RJ4S and other equipment of the building in good working order and shall maintain the same in compliance with all governmental requirements and regulations. Lessor shall not be required to repair damage caused by the negligence of the Lessee's employees or agents. Lessee agrees to take good care of the interior of the Premises and fixtures and suffer no waste. At the end of the term and any extension thereof, Lessee will deliver up premises in good order and condition, ordinary wear and tear and damage by fire and the elements only excepted.

8. Lessee shall be responsible for keeping the premises free of pest and termite infestation.

9. No improvements, alterations or additions shall be made in or to the premises without the consent of the Lessor first obtained in writing, such consent not to be unreasonably withheld.

10. All alterations, additions and improvements installed at the expense of Lessee shall be done of equal workmanship and materials as in the existing building. Such alterations, additions and improvements may be removed by Lessee, unless to do so would cause permanent damage to the premises, in which case they shall become the property of Lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease.

11. Any additional responsibilities placed upon the Lessor or Lessee are outlined and incorporated by reference to awarded contract No. 2005-1934R (see Attachment A). Any conflict between the terms and conditions of said award and this agreement shall be resolved in favor of this agreement.

12. Lessor shall defend, indemnify and hold the El Paso City-County Health and Environmental District, and its members, City and County of El Paso, their agents, officers, employees and volunteers free and harmless from any liability for injury or damage to any persons or property arising out of Lessee's use of the premises including all costs, expenses and attorney's fees incurred by Lessee in defense of such claims.

13. 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 Lessor and Lessee, comprehensive general liability insurance in an amount not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) covering Lessor and its employees, ONE MILLION DOLLARS (\$1,000,000.00) for protection of the general public and the Lessee 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 and County of El Paso, the Health District, their officers, agents, employees and volunteers shall be carried as co-insured and a certificate of insurance acknowledging the amounts and persons covered shall be delivered by Lessor to Lessee prior to 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.

14. Lessee shall not assign this agreement or sublet the premises, or any part thereof, without obtaining the consent of the Lessor in writing.

15. If the building is destroyed or partly destroyed by fire or other cause, Lessor may, if its so elects, either rebuild or put said premises in good condition for physical occupancy within a reasonable time after such destruction or partial destruction, or decide not to rebuild the premises, in which case Lessor shall notify Lessee of this decision within ten (10) days following the fire or other casualty. Lessor agrees, however, that if it rebuilds the premises, the rent shall be adjusted or abated in the proportion that the premises are rendered unusable or the use is interfered with.

16. Lessee shall not place any signs at or about the Premises, except as and where first approved by the Lessor, such approval not to be unreasonably withheld. Lessor shall have the right to remove any sign or signs in order to paint the building on the 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.

17. Any notices required or desired to be sent to either party shall be sent certified mail, return receipt requested to the following addresses:

CITY: City of El Paso  
Attn: City Clerk  
2 Civic Center Plaza  
El Paso, Texas 79901-1196

Director  
El Paso City-County Health & Environmental District  
5115 El Paso  
El Paso, Texas 79905

Lessor: River Oaks Properties, Ltd.  
One Helen of Troy Plaza  
El Paso, Texas 79912

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

19. In the event of a fifty percent 50% or greater reduction in the level of federal funding for Lessee's Women, Infants and Children (WIC) Program, Lessee shall have the option to terminate this lease, after giving Lessor sixty (60) days' written notice to that effect, during which time Lessee may vacate the premises in whole or in part.

20. 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.

21. 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 Lease.

22. The covenants and conditions herein are the full and complete terms of this lease and no alterations, 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 DATES SHOW BELOW:**

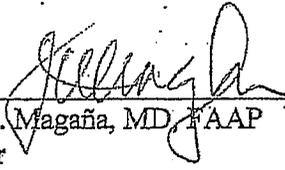
**PASSED AND APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2005.**

(SIGNATURES ON NEXT PAGE)

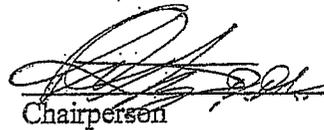
LESSOR

  
RIVER OAKS PROPERTIES, LTD

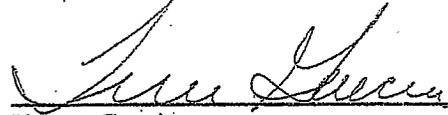
EL PASO CITY-COUNTY HEALTH &  
ENVIRONMENTAL DISTRICT

  
Jorge C. Magaña, MD, FAAP  
Director

BOARD OF HEALTH

 5-18-05  
Chairperson

APPROVED AS TO FORM:

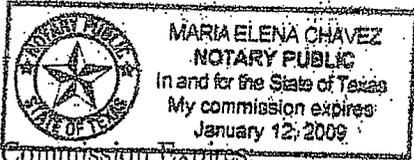
  
Teresa Garcia  
Attorney for EPCCHED

(ACKNOWLEDGEMENTS FOLLOW ON NEXT PAGE)

ACKNOWLEDGEMENTS

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 18th day of May, 2005, by Jorge C. Magaña, as Director for El Paso City-County Health & Environmental District.



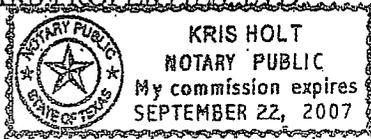
My Commission Expires:

1-12-09

Maria Elena Chavez  
Notary Public, State of Texas  
Printed Name: Maria Elena Chavez

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on this 10th day of November, 2005, by W. RICK SUAREZ, as Director of Operations for RIVER OAKS PROPERTIES, LTD.



My Commission Expires:

9-22-07

Kris Holt  
Notary Public, State of Texas  
Printed Name: Kris Holt