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S E R V I C E S O L U T I O N S S U C C E S S

DEPARTMENT HEAD'S SUMMARY REQUISITION FOR COUNCIL ACTION

(RCA)

DEPARTMENT: Information Technology

DATE: September 11, 2012

CONTACT PERSON/PHONE: Miguel A. Gamiño, IT Director/ 541-4746
Bertha Ontiveros, City Attorney/ 541-4550

DISTRICT(S) AFFECTED: All

SUBJECT:. That the City Manager be authorized to sign a Microwave Site Agreement with Tenet Hospitals Limited (dba Providence Memorial Hospital) and the City of El Paso (City) to permit the use of certain facilities for microwave radio communications.

There is no cost to the City. However the City will allow the use of one (1) spectra desktop radio control station for Providence Memorial Hospital (PMH) emergency room use for the duration of the Lease. PMH will be solely responsible to provide electrical power for the unit and personnel to operate the control station. The City will maintain the radio control station for the duration of the lease.

BACKGROUND/DISCUSSION:
On or about April 13, 1993 the City and PMH entered into a Microwave Site lease to permit the use of certain facilities for microwave radio communications which expired May 31, 2009. The City and PMH continued to operate under the Microwave Site Lease under a month-to-month tenancy.

Both the City and PMH wish to enter into a new lease for such microwave communications. The premises are to be used for microwave radio communications and for no other purpose without prior written consent of PMH who shall allow such other operations in its sole and absolute discretion. The term of the lease is for fifteen (15) years.

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michiel R. Noe

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Cortney Carlisle Niland

City Manager
Joyce A. Wilson

El Paso
All-America City
2010

Information Technology | Two Civic Center Plaza | El Paso, TX 79901
Phone: (915) 541-4288 | Fax: (915) 541-4017

PRIOR COUNCIL ACTION:
Yes. On or about April 13, 1993 the City and PMH entered into a Microwave Site lease to permit the use of certain facilities for microwave radio communications.

AMOUNT AND SOURCE OF FUNDING:

Department: Information Technology
Amount: Equipment use agreement
Funds Available:
Funds Source:

BOARD/COMMISSION ACTION: N/A

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

DEPARTMENT HEAD: _____

Miguel A. Gamiño, Information Technology Director

Information copy to appropriate Deputy City Manager

Mayor
John F. Cook

City Council

District 1
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District 2
Susie Byrd

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Joyce A. Wilson

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RESOLUTION

WHEREAS, on or about April 13, 1993, the Lessor and Lessee entered into a Microwave Site Lease to permit the Lessee to use certain facilities for microwave radio communications, which lease has expired; and

WHEREAS, the Lessor and Lessee desire to enter into a new lease for such microwave radio communications.

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

THAT the City Manager be authorized to sign a Microwave Site Agreement with Tenet Hospitals Limited (d/b/a "***Providence Memorial Hospital***") and the City of El Paso (the "***City***") to permit the use of certain hospital facilities for microwave radio communications for a 15 year term. There is no cost to the City but the City will allow one station in the communications center be used for hospital emergency room use.

PASSED AND APPROVED this _____ day of _____, 2012.

CITY OF EL PASO

_____
John F. Cook
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Miguel A. Gamiño, Director
Information Technology Department

_____
Mathew McElroy, Director
City Development Department

12-1040-034/PL#132056/ PROVIDENCE MICROWAVE SITE AGMT/BAO

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MICROWAVE SITE LEASE

This Microwave Site Lease (the "Lease") is made and entered into upon the date hereinafter specified, by and between **Tenet Hospitals Limited** (dba Providence Memorial Hospital), a Texas Limited Partnership (the "Lessor"), and the **City of El Paso** (the "Lessee").

RECITALS

WHEREAS, on or about April 13, 1993, the Lessor and Lessee entered into a Microwave Site Lease to permit the Lessee to use certain facilities for microwave radio communications, which lease has expired on May 31, 2009; and

WHEREAS, Lessor and Lessee continued to operate under the Microwave Site Lease under a month-to-month tenancy from June 1, 2009 to July 31, 2012; and

WHEREAS, the Lessor and Lessee desire to enter into a new lease for such microwave radio communications.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES AS FOLLOWS:

1. Leasing. Lessor, in consideration of the covenants and agreements to be performed by Lessee and upon the terms and conditions hereinafter stated, does hereby lease to Lessee a vacant area with the dimensions shown in Exhibit "A", with Lessor's existing building located at 2001 North Oregon St. in El Paso, El Paso, Texas (the "Building"), which specific location of the premises within the East Tower of the Building is further detailed and diagramed in Exhibit "A" (the "Premises").

2. Purpose. The Premises are to be used for microwave radio communications. The Premises shall be used for no other purpose without prior written consent of Lessor who shall allow such other operations in its sole and absolute discretion.

3. Term of Lease.

A. Term. This Lease is for a term of fifteen (15) years, commencing on August 1, 2012 and ending on July 31, 2027.

B. The Lessor and Lessee agree that at any time during the Term of the Lease, the Lessor or the Lessee may terminate this Lease without cause by giving the other party 90 days prior written notice of Lease termination. Upon such termination, the Premises and all the improvements thereon will either be returned to its prior condition, reasonable wear and tear excepted or Lessor will agree to accept the improvements placed on the Premises by Lessee. On

the date stated in the notice, Lessor may take immediate possession of the Premises including any and all improvements thereon and remove Lessee's effects, forcibly if necessary, without being deemed guilty of trespassing.

C. Holdover. Should Lessee holdover after the termination of this Lease, by lapse of time or otherwise, Lessee shall become a tenant from month to month only upon each and all of the terms herein provided as may be applicable to such month to month tenancy and such holdover shall not constitute an extension of this Lease.

4. Rent.

A. Rent. Lessee agrees to provide to Lessor as rent one (1) spectra desktop radio control station for Providence Memorial Hospital emergency room use for the duration of this Lease. City shall maintain said radio control station previously installed for the duration of this Lease. This shall be the only rent due and payable under this Lease.

B. Installation. The one (1) spectra desktop radio control station has been installed for the benefit of Providence Memorial Hospital in a mutually agreed location. However, Providence Memorial Hospital will be solely responsible to provide electrical power for the unit and personnel to operate the control station.

5. Access to Premises. Lessee or their agent(s) shall have no key to the Building, but shall be entitled to access the equipment located in or on the Premises twenty-four (24) hours a day, seven (7) days a week, for the duration of this Lease.

6. Equipment on Premises. Lessee hereby has provided Lessor a description of each item of equipment and in the event that the equipment shall be replaced, Lessee agrees to provide Lessor a description of each item of equipment it proposes to install on the Premises at least seven (7) days prior to its installation. Lessee shall be solely responsible for the installation, operation, maintenance, repair and removal of all equipment on the Premises. Lessee hereby agrees that it shall properly install, operate and maintain all equipment on the Premises in accordance with all applicable governmental regulations and industry standards, and in a manner that does not endanger or adversely affect the Building. The Lessee shall be responsible for the cost associated with the hiring of an independent contractor to relocate any existing facilities or equipment, such as existing rooftop antennas, in order to accommodate the Lessee's need. Such other work shall be completed in a professional manner so as to not unreasonably interfere with the operations at Providence Memorial Hospital. Lessee hereby agrees that it shall timely acquire and maintain all governmental licenses and permits, (including, by way of example, and without limitation, any and all licenses and permits required by the United States Federal Communications Commission) required for the operation of all equipment on the Premises.

7. Taxes.

A. Real Property. Lessee at all times shall own all equipment made the subject of this agreement. Lessor hereby agrees to pay, when due, all real estate taxes on or

affecting the Building and the property upon which it is situated, including without limitation, taxes assessed by the state, city, county, school districts, hospital districts, and or water districts in which the Building is located.

B. Personal Property Taxes. During the term hereof, Lessee shall pay prior to delinquency, all applicable taxes assessed against and levied upon Lessee's equipment and all other personal property of Lessee contained on the Premises. Since the property is owned by the City of El Paso, this property is classified as exempt from property and sales taxation.

8. Services and Utilities.

A. Janitorial Services. Lessor shall furnish, at its sole cost and expense, janitorial services in and on the Building and in the Premises, such janitorial service to consist only of trash removal and dry mop and sweeping.

B. Security of Building. Lessor shall maintain locks on all doors to the Building and take such other steps as Lessor, in its sole discretion, shall deem necessary to maintain adequate security of the Building, including the Premises.

C. Antennae. Lessee has installed antennae on the Building as part of the equipment permitted under this Lease. Arrangements for any additional antennae or space for antennae associated with Lessee's tenancy hereunder are expressly subject to the Lessor's prior approval, which shall not be unreasonably withheld.

D. Utilities. Lessor shall furnish, at its sole cost and expense, electricity to the Building and the Lessee's equipment thereon. Lessor also shall provide a reserve or open "backup" as may be required to maintain electric power to Lessor's equipment in the event of power outages. Lessee shall be responsible, at its sole cost and expense, for any improvements, alterations, or additions necessary to transmit electricity from the present utility outlets in or on the Building to Lessee's equipment located on the Premises. Lessee hereby agrees that it shall construct and maintain such improvements, alterations, or additions in compliance with all applicable governmental codes and regulations and in such a manner that the operations and equipment of Lessor and other tenants in the Building are not endangered or adversely affected. Lessor is not obligated to provide natural gas, heating, cooling, running water, or any other utility service not expressly specified herein.

9. Repairs and Maintenance.

During the term of this Lease, Lessor will make (unless such repairs are necessitated by the act or omission of Lessee, in which case the Lessee shall make) all necessary repairs: (i) to the interior, exterior and to the structure of the Building; (ii) to the sidewalks and surface areas adjacent to the Building; (iii) to the toilet facilities and to the sewage, water, and electrical services. Lessee shall throughout the Lease term take good care of the Premises and keep them free from waste or nuisance and shall deliver up to the Premises at the termination of this Lease in good repair and

condition (reasonable wear and tear and damage by fire, tornado, or other casualty excepted).

10. Insurance.

A. Fire and Extended Coverage. Lessor, at Lessor's sole cost and expense and for Lessor's sole benefit, shall carry fire and extended coverage property insurance on the Building during the term of this Lease.

B. Premises Contents and Personal Property. Lessee, at Lessee's sole cost and expense, shall maintain in full force and effect, during the term of this Lease, either such self-insurance or insurance provided by a responsible company for fire and extended property coverage (including an endorsement for vandalism and mischievous mischief) covering all Lessee's equipment and personal property in, on, or about the Premises, in an amount equal to the full replacement cost of such property.

C. Policy Requirements. All policies of insurance required hereunder shall be written by insurance companies authorized to do business in the State of Texas and shall be written in companies approved by the Lessor, such approval not to be unreasonably withheld. Lessee's Certificate of Insurance, or self-insurance, shall be delivered to Lessor at least five (5) days prior to the date Lessee takes possession of the Premises. Each such certificate shall contain a statement of the coverage provided by the policy, the statement of the period during which the policy is in effect, a statement that the premium or the deposit premium for such policy has been paid at least quarterly in advance, and an agreement by the insurance company issuing such policy, that the policy will not be canceled or reduced in any amount for any reason whatsoever without at least ten (10) days prior written notice to Lessor.

11. Damage or Destruction. In the event the Premises or the Building are destroyed by fire or other casualty and the insurance proceeds have been made available therefore, the damage shall be repaired by and at the expense of Lessor to the extent of such insurance proceeds available therefore, provided such repairs can, in Lessor's sole opinion, be made within sixty (60) days after the occurrence of such damage without the payment of overtime or other premiums. If due to fire or other casualty, or the Building is otherwise destroyed, then access to another acceptable facility owned and/or operated by the Lessor would be granted by Lessor incorporating all terms of this Lease except that of the physical location of Lessee's equipment and Lessor's Premises. To the extent that such replacement facility permits the Lessee to fulfill its intended purpose set forth herein, Lessee shall continue to be bound by this Lease and its terms and conditions. However, if the replacement location does not permit Lessee to connect to its microwave radio network, the Lessee may provide notice to terminate the Lease and shall have no further responsibility to Lessor under this Lease. Lessee understands that Lessor will not carry insurance of any kind on Lessee's equipment, and that Lessor shall not be obligated to repair any damage thereto or replace the same. Lessor shall not be required to repair any damage caused by fire or other cause, or make any repairs or replacements to or of improvements installed in the Premises by or for Lessee.

12. Disclaimer by Lessor. Lessor delivers and Lessee accepts the Premises as an "as is" condition. Lessor expressly disclaims any and all warranties relating to the Premises, including but

not limited to any warranties of habitability, and/or fitness for a particular purpose.

13. Acceptance of Premises. Lessee acknowledges, by taking possession of the Premises, that it has fully inspected the Premises and Lessee accepts the Premises as suitable for the purpose for which the same are leased in their present condition. No promise of Lessor to alter, remodel, decorate, clean or improve the Premises or the Building and no representation or warranty, expressed or implied, respecting the condition of the Premises or the Building has been made by Lessor to Lessee.

14. Use of Premises.

A. Prohibited Use. Lessee shall not use, or permit the Premises or any part thereof to be used for any purpose or purposes other than as specified in Paragraph 2 of this Lease nor shall use be made or permitted to be made of the Premises, nor acts done which will increase the existing rate of insurance upon the Building, or cause a cancellation of any insurance policy covering the Building, or any part thereof. Lessee shall not install, operate, or permit to be kept, installed, used, or operated on the Premises, any item of equipment which may be prohibited by Lessor's or Lessee's insurance policies. Lessee shall not commit, nor suffer to be committed, any waste upon the Premises, or any public or private nuisance, or other act or thing which may disturb the quiet environment of Lessor or any tenant or occupant of the Building. Without limiting the generality of the foregoing, Lessee shall not allow the Premises to be used for any immoral or unlawful purpose.

B. Compliance with Law. Lessee shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may be hereinafter enacted or promulgated. Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements of any board of fire underwriter or similar body now or hereafter constituted, relating to or affecting the condition or use of the Premises, excluding structural changes not related to or affected by Lessee's improvements or acts.

15. Alterations and Surrender of Premises. Lessee shall not erect any partitions, make any alterations in or additions, changes or repairs to the Premises without Lessor's prior written consent. Unless otherwise agreed by Lessor and Lessee in writing, all such work shall be performed by either by or under the direction of Lessor, but at the sole cost of Lessee. Unless otherwise provided by written agreement, all alterations, improvements and changes shall remain upon and be surrendered with the Premises, excepting, however, that, at Lessor's option, Lessee shall, at its expense, when surrendering the Premises, remove from the Premises and the Building all such alterations, improvements and changes installed on the Premises by Lessee. If Lessee does not remove said additions and improvements within a reasonable time after requested to do so by Lessor, Lessor may remove the same and Lessee shall pay the cost of such removal to Lessor upon demand. All alterations and additions shall comply with all insurance requirements and with all applicable laws, statutes, ordinances and regulations. All alterations and additions shall be constructed in a good and

workmanlike manner and only good grades of material shall be used. Lessee shall, at the termination of this Lease, surrender the Premises to Lessor in as good condition and repair as reasonable and proper use thereof will permit, loss by ordinary wear and tear, fire, or other casualty excepted.

16. Signs. No sign, symbol or identifying mark shall be put upon the Premises or the Building without prior written approval of Lessor. All signs or lettering shall conform in all respects to any sign and/or lettering criteria established by Lessor.

17. Assignment and Subletting. Lessee shall not assign this Lease, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the written consent of the Lessor. Lessor may assign its interests in this Lease in Lessor's sole discretion.

18. Insolvency or Bankruptcy. If at any time during the term hereof or prior thereto, there shall be filed by or against Lessee in any court pursuant to any statute, either of the United States or of any state, a petition in bankruptcy or insolvency or for arrangement or for reorganization or for the appointment of a receiver or trustee of all or a portion of the Lessee's property, and within thirty (30) days thereof Lessee fails to secure a discharge thereof, or if Lessee makes an assignment for the benefit of creditors, this Lease, at the option of Lessor, exercise within a reasonable time after notice of the happening of any one of more of such events, may be canceled and terminated in which event neither Lessee nor any person claiming through or under Lessee by virtue of any statute or an order of any court, shall be entitled to possession or to remain in possession of the Premises, but shall forthwith surrender the Premises, and the Lessor in addition to the other rights and remedies Lessor has by virtue of any other provision herein or elsewhere in this Lease contained, or by virtue of any statute or rule of law, may retain as liquidated damages any rent or the equipment received by it from Lessee or others on behalf of Lessee.

19. Default. If Lessee defaults for more than ten (10) days after notice of a breach of a covenant, agreement or condition of this Lease and such default continues for a period of twenty (20) business days after written notice thereof from Lessor to Lessee (unless such other default involves a hazardous condition, in which event it shall be cured forthwith) or the leasehold interest of Lessee is levied upon under execution or is being attacked by process of law, or Lessee abandons the Premises, then and in any such event, Lessor, besides the other rights and remedies it may have, shall have the immediate right of re-entry and may remove all persons, and secure equipment and property from the Premises. Lessee hereby waives all claims for damages which may be caused by the re-entry of Lessor in taking possession of the equipment located on the Premises, or securing or storing the equipment/property as herein provided, and will (to the extent permitted by applicable law) save Lessor to the extent allowed by law from any loss, cost or damages occasioned by Lessor thereby, and no such re-entry shall be considered or construed as being a forcible entry.

20. Eminent Domain. If the Building or a substantial part thereof, or a substantial part of the Premises, shall be lawfully taken or condemned (or conveyed under threat of such taking or condemnation) for any public or quasi public use or purpose, the term of this Lease shall end upon, and not before, the date of the taking of possession by the condemning authority. If an insubstantial part of the Building or the Premises shall be so taken or condemned or conveyed under threat of

such taking or condemnation, and such taking or condemnation makes it necessary or desirable to remodel or restore the Building, Lessor shall have the right to cancel this Lease upon not less than ninety (90) days prior notice to Lessee. No money or other consideration shall be payable by Lessor to Lessee for the right of cancellation. Lessee shall have the right to relocate to an existing facility owned by Lessor which shall not be unreasonably withheld. Lessee shall have the right to receive the whole of any condemnation award made to it upon Lessee's claim and proof of any separately convincible rights (including without limitation the value of the leasehold) of Lessee in such condemnation.

21. Subordination. This Lease and the rights of the Lessee hereunder shall be and are hereby made subject and subordinate to any deeds of trust, now or hereinafter existing against the Building, the Premises, or the property on which the Building is situated, or any part or parts thereof, and to all renewals, modifications, consolidations, replacements and extensions thereof and to all advances made or hereinafter to be made upon the security thereof. Although such subordination shall be self-operating, Lessee, or its successors and interests, shall, upon Lessor's request, execute and deliver any and all instruments desired by Lessor subordinating the manner requested by Lessor this Lease to any such deed of trust. Lessor is hereby irrevocably appointed and authorized as agent and attorney-in-fact of Lessee to execute all such subordination instruments. In the event Lessee fails, for any reason, to execute said instruments within twenty-one (21) days after notice from Lessor demanding the execution thereof, Lessee's approval of such subordination instruments shall be conclusively deemed as having been made by Lessee upon the expiration of such twenty-one (21) days. Said notice may be given in the manner hereinafter provided for giving notice.

Should any deed of trust affecting the Building, the Premises or the property on which the Building is situated be foreclosed, Lessee shall be deemed to have attorned as Lessee, under this Lease, to the purchaser at any foreclosure so thereunder, and this Lease shall continue in force and effect as a direct Lease between and binding upon Lessee and such purchaser.

22. Sale by Lessor. In the event of a sale or conveyance by Lessor of the Building or the Premises, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of Lessee, in such events Lessee agrees to look solely to the successor and interest of the Lessor in and to this Lease for fulfillment of the duties and responsibilities of Lessor under this Lease. This Lease shall not be affected by any such sale, and the Lessee agrees to attorn to the purchaser or assignee.

23. Rights of Lessor to Perform. All covenants and agreements to be performed by Lessee under the terms of this Lease shall be performed by Lessee at Lessee's sole cost and expense. If Lessee shall fail to perform any act on its part to be performed hereunder, and such failure shall continue for ten (10) days after notice thereof by Lessor, Lessor may, but shall not be obligated to do so, and without waiving or releasing Lessee from any obligation of Lessee, perform any act required on Lessee's part to be made or performed as in this Lease as provided. If Lessor performs any act required by the Lessee all necessary costs including incidental costs together with interest thereon at the rate of twelve percent (12%), or such rate as may be permitted by law, from the date on which such payments or obligations by the Lessor have been made shall be paid by Lessee and Lessee covenants to pay such sums, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of non-payment thereof by Lessee as in the

case of default by Lessee for the payment of rent.

24. Rights Reserved to Lessor. Lessor reserves the following rights (but not obligations), exercisable without liability to Lessee for damage or injury to property, person or business, and without effecting an eviction, constructive or actual, or disturbance of the Lessee's use or possession of the Premises or giving rise to any claim for set-off or abatement of rent: (1) to install, affix, and maintain any and all signs on the exterior and interior of the Building; (2) to make repairs, additions or improvements whether structural or otherwise, in and about the Building, or any part thereof, and for such purposes, and during the continuance of said work to temporarily close doors and entry ways in the Building; and (3) to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, to supply any services to be provided by Lessor hereunder, to show the Premises or the Building to perspective purchasers or lessees, and to make such alterations, repairs, improvements or additions whether structural or otherwise, to the Premises as Lessor may deem necessary and desirable. Lessor notes the equipment to be placed in or about the Building by Lessee and notes the nature of such equipment. Lessor shall endeavor not to disturb Lessee's equipment in any unreasonable manner or any manner which would make the operation for the Lease by Lessee ineffectual.

25. Attorney's Fees. In the event of any litigation between Lessee and Lessor to enforce any provision of this Lease or any right of any party thereto, the unsuccessful party of such litigation shall pay to the successful party all cost and expenses, including without limitation reasonable attorney's fees incurred therein. Moreover, if the Lessor or Lessee, without fault, is made a party to any litigation instituted by or against the other, the other shall indemnify to the extent allowed by law Lessor or Lessee, as the case may be, against and save it harmless from all cost and expenses including reasonable attorney's fees, incurred by it in connection therewith.

26. Notices. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States Mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties thereto at the respective addresses set out below, their names on the signature page of this Lease, or at such other addresses as the parties have theretofore specified by written notice delivered in accordance herewith:

To Lessor: Providence Memorial Hospital Administration
Attn: Thomas E. Casaday
Interim Chief Executive Officer
2001 North Oregon
El Paso, Texas 79902

To Lessee: City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901

With copy to:

City of El Paso
Attn: Director, Information Technology
2 Civic Center Plaza
El Paso, Texas 79901

City of El Paso
Attn: Capital Assets Manager
2 Civic Center Plaza
El Paso, Texas 79901

27. Force Majeure. Any prevention, delay or stoppage due to strikes, walk-outs, labor disputes, acts of God, inability to obtain labor and materials or reasonable substitutes therefore, governmental restrictions, governmental regulations, governmental control, enemy or hostile governmental action, civil commotion, fire or other casualty, prolonged loss or interruption of electrical or other utilities being provided to the Premises, and other causes beyond the reasonable control of Lessor shall excuse Lessor's performance hereunder for a period equal to such prevention, delay or stoppage.

28. Miscellaneous Provisions.

A. Invalidity. The invalidity or unenforceability of any provision hereof shall not affect or impair any other provisions.

B. Applicable Law. This Lease shall be governed by and construed pursuant to the laws of the State of Texas and venue for all causes of action in this matter shall be in the courts of competent jurisdiction of El Paso County, Texas.

C. Required Modifications by Mortgagee. Should any mortgagee, with regard to the Premises, the Building or the property upon which the Building is situated require a modification of this Lease, which modifications will not bring about any increased cost or expense to Lessee, or in any other way substantially change the rights and obligations of Lessee hereunder, and in such event, the Lessee agrees that this Lease may so be modified.

D. Interpretation. Words of any gender used in this Lease shall be held to be construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires. The title and subtitles to the paragraphs of this Lease are not part of this Lease and shall have no effect upon construction or interpretation of any part thereof.

E. Successors and Assigns. The terms, conditions, covenants and agreements as contained in this Lease shall apply to, run in favor of, and shall be binding upon and inure to the benefit of the parties representatives, successors and assigns.

[Signatures on following page]

EXECUTED this _____ day of _____, 2012.

LESSOR
Tenet Hospitals Limited
a Texas Limited Partnership
dba Providence Memorial Hospital

By: _____
Thomas E. Casaday
Interim Chief Executive Officer

LESSEE
City of El Paso

By: _____
Joyce Wilson, City Manager

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

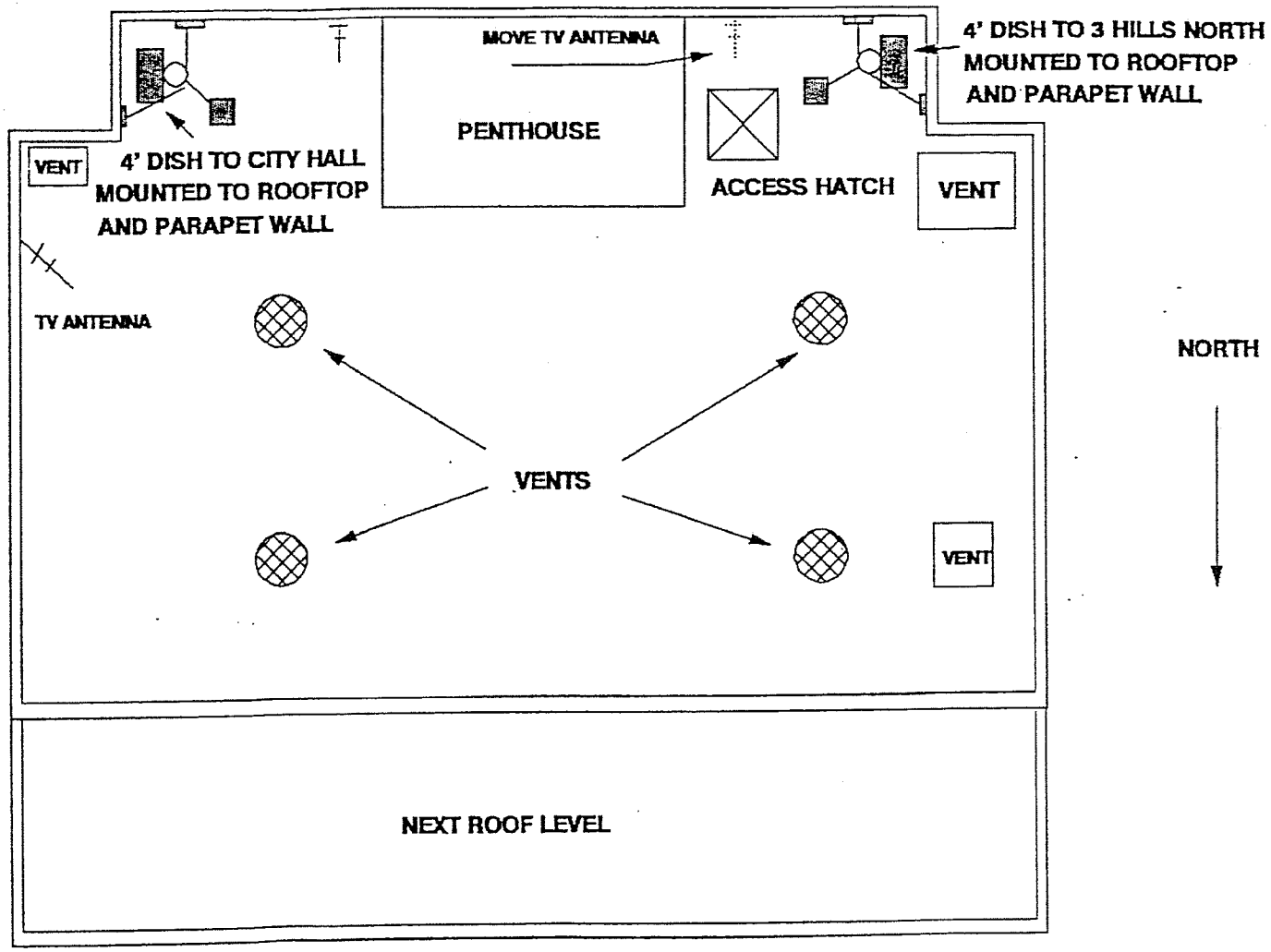
APPROVED AS TO FORM:

_____
Bertha A. Ontiveros
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Miguel A. Gamino, Jr., Director
Information Technology Department

Exhibit "A" (the "Premises")



NOTE: THE LOWER EDGE OF THE M/W DISH ANTENNAS WILL BE EVEN WITH THE TOP OF THE PARAPET EDGE. THE MOUNTS SHOWN ALLOW THE ANTENNAS TO BE SET BACK FROM THE PARAPET EDGE SO THEY ARE NOT VISIBLE FROM THE GROUND IN THE IMMEDIATE AREA.

PROVIDENCE HOSPITAL		
CITY OF EL PASO - LOCKARD & WHITE, INC.		
DATE: 02/01/93	ENGR: CLT	NO SCALE