

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

DEPARTMENT: PUBLIC HEALTH DEPARTMENT
AGENDA DATE: OCTOBER 14, 2008
CONTACT PERSON/PHONE: BERTHA AMAYA, TERRENCE FREIBURG
DISTRICT(S) AFFECTED: ALL PURCHASING MANAGER, 541-4313

SUBJECT:

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 Clinic contract with River Oaks properties, LTD for three (3) additional years, pursuant to the provisions to an award approved by El Paso City County Board of Health on May 18, 2005. Address of leased property is 1757 George Dieter Drive, Suite 109-111.

BACKGROUND / DISCUSSION:

To continue providing services for participants at the George Dieter WIC Clinic to over 15,768 clients annually. 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, prior Lease Agreement.

AMOUNT AND SOURCE OF FUNDING:

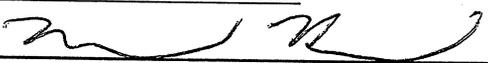
Monthly Charge \$4,575.00 and Three year period: \$164,700.00
Department Code: 41150011
Account No.: 502400
Grant No. : G4108AD & G4108NE
Fund Code: 06330 & 06332

BOARD / COMMISSION ACTION:

N/A

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

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: 

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

PROJECT FORM

DATE: September 2, 2008
TO: Municipal Clerk
FROM: Terrence Freiburg
Purchasing Manager, ext. 4313

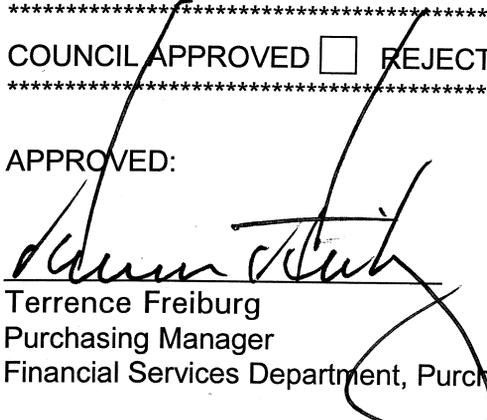
Item should read as follow:

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 to an award approved by Board of Health on May 18, 2005. Contract period September 1, 2008 to September 1, 2011.

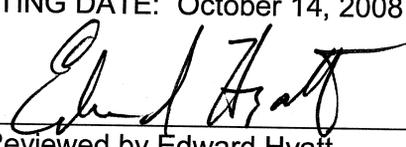
Department: Public Health
Option: One [of Two]
Estimated Amount: \$164,700.00 (Total for three (3) year extension)
(\$4,575.00 Monthly)
Funds Available in: 41150011-502400-06330-G4108AD
41150011-502400-06332-G4108NE
Funds Source: TDH WIC Services, Admin WIC Admin-FY08
TDH WIC Services, NE04 WIC Nutrition-FY08
District (s): All

SPECIAL INSTRUCTIONS:

COUNCIL APPROVED REJECTED MUNICIPAL CLERK _____

APPROVED:

Terrence Freiburg
Purchasing Manager
Financial Services Department, Purchasing Division

COUNCIL MEETING DATE: October 14, 2008


Reviewed by Edward Hyatt
Administrative Analyst

cc: Bid File

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.

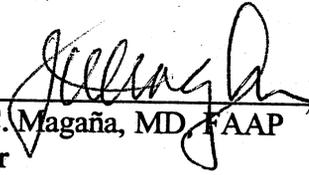
(SIGNATURES ON NEXT PAGE)

LESSOR



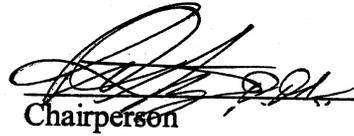
RIVER OAKS PROPERTIES, LTD

**EL PASO CITY-COUNTY HEALTH &
ENVIRONMENTAL DISTRICT**



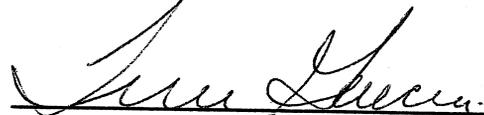
Jorge C. Magaña, MD, FAAP
Director

BOARD OF HEALTH



Chairperson 5-18-05

APPROVED AS TO FORM:



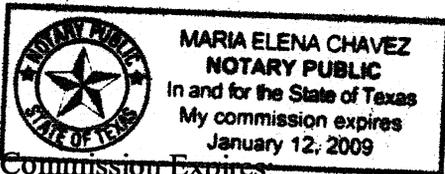
Teresa Garcia
Attorney for EPCCHED

(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.

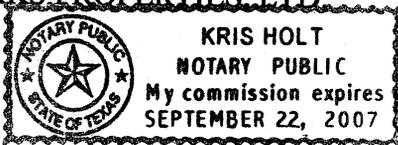


My Commission Expires: 1-12-09

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



JOHN COOK
MAYOR

JOYCE WILSON
City Manager

TERRY FREIBURG
PURCHASING MANAGER

CITY COUNCIL
ANN MORGAN LILLY, DISTRICT 1
SUSANNAH M. BYRD, DISTRICT 2
EMMA ACOSTA, DISTRICT 3
MELINA CASTRO, DISTRICT 4
RACHEL QUINTANA, DISTRICT 5
EDDIE HOLGUIN JR., DISTRICT 6
STEVE ORTEGA, DISTRICT 7
BETO O'ROURKE, DISTRICT 8

FINANCIAL SERVICES, PURCHASING DIVISION

AUGUST 29, 2008

RIVER OAKS PROPERTIES, LTD.
ATTN: ADAM Z. FRANK / PRESIDENT
ONE HELEN OF TROY PLAZA
EL PASO, TEXAS 79912
FAX (915) 225-5701

RE: RFP 2005-193R BUILDING SPACE RENTAL EASTSIDE HEALTH CLINIC RESOLICITED

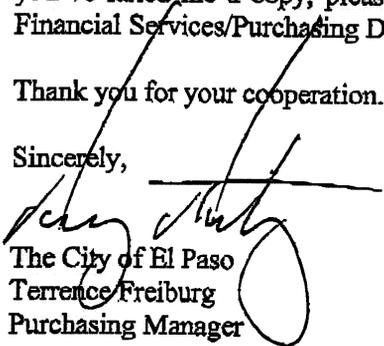
Dear Mr. Frank,

The lease between River Oaks Properties, LTD. and City of El Paso Department of Public Health (formally known as El Paso City County Health and Environmental District) is for thirty-six (36) months. The City of El Paso wishes to exercise the first option to extend the lease for an additional three (3) years if this option is exercised at or before the conclusion of the initial three year term (September 1, 2008). As a result, the City of El Paso is requesting River Oaks Properties, LTD. to extend the deadline to September 30, 2008 so the City may exercise the option to extend the contract for three more years to September 1, 2011.

It is important that we receive your faxed response no later than end of business day, Tuesday, September 2, 2008. If agreeable to you, please sign below and fax it to Michael Lau at (915) 541-4347. After you've faxed me a copy, please return this original letter with your signature to the City of El Paso, Financial Services/Purchasing Division, Attn: Michael Lau, 2 Civic Center Plaza, El Paso, Texas 79901.

Thank you for your cooperation.

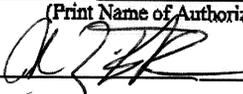
Sincerely,


The City of El Paso
Terrence Freiburg
Purchasing Manager

By:
Michael Lau
Procurement Analyst
(915) 541-4317
LauMM@elpasotexas.gov

We hereby extend the validity of our offer in response to RFP # 2005-193R to Date: September 30, 2008 for acceptance purposes.

Acknowledge: River Oaks Properties (Company Name) 9/2/08 (Date)
By: Adam Z. Frank (Print Name of Authorized Person) President (Title)

Signature: 

cc: BID FILE



September 3, 2008

City of El Paso
Financial Services/ Purchasing Div
2 Civic Center Plaza
El Paso, TX 79901

RE: City of El Paso-County Health & Environmental Dist.
WIC Space 109-111 (Village Market Shopping Center)

Mr. Michael Lau,

As per your request, enclosed is the original executed document, which extends the deadline for the City of El Paso to exercise their renewal option. If you should need any further information or assistance, please do not hesitate to contact me.

Sincerely,

Lisa Crestani
Office Manager
River Oaks Properties, Ltd.



106 Mesa Park Drive ★ El Paso, Texas 79912

Tel. (915) 225-5700
Fax (915) 225-5701



Member of International Council of Shopping Centers