RESOLUTION

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

That the City Manager be authorized to sign a First Lease Amendment by and between the CITY OF EL PASO and EL PASO HEALTHCARE SYSTEM. LTD dba Del Sol Medical Center, to extend the term of the lease for the use of approximately 222.43 square feet in the Northeast Health Center located at 5587 Transmountain Road, for three (3) years beginning December 1, 2012 to November 30, 2015, with an option to extend the lease for two additional one-year periods.

ADOPTED this _____ day of _____, 2012

THE CITY OF EL PASO

_____
John F. Cook,
Mayor

ATTEST:

_____
Richarda D. Momsen,
City Clerk

APPROVED AS TO FORM:

Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Bruce A. Parsons, Interim Director
Department of Public Health

12-1040-054/PL#131967/Northeast Health Center Lease-Reso/SMC

THE STATE OF TEXAS §
§ **FIRST LEASE AMENDMENT**
COUNTY OF EL PASO §

This First Lease Amendment ("Amendment") made this the _____ day of _____, 2012, between the CITY OF EL PASO, TEXAS, a home rule municipal corporation ("Landlord") and EL PASO HEALTHCARE SYSTEM, LTD dba Del Sol Medical Center, a Texas limited partnership ("Tenant") for the use of approximately 222.43 square feet in the Northeast Health Center, at 5587 Transmountain Road, El Paso, TEXAS.

WHEREAS, the Landlord is the owner of that certain building commonly known as the Northeast Health Center (the "Center"), located on the land in El Paso County, Texas, having an address of at 5587 Transmountain Road, El Paso, Texas 79924; and

WHEREAS, the City and Tenant entered into a lease agreement on or about November 3, 2009 ("Original Lease"), for the Tenant to provide certain health related services free of charge to individuals attending the El Paso Department of Health clinical services programs conducted at the Center; and

WHEREAS, Landlord and Tenant desire to enter into a lease amendment in order for Tenant to continue providing the health related services at the Center; and

NOW, THEREFORE, for and in consideration of the following mutual covenants and agreements of this Amendment, the parties hereby agree to modify the lease agreement. All sections of the Original Lease not specifically amended herein shall remain in full force and effect.

1.0 TERM AND RENT

1.1 Term of Amendment. This Amendment commences on or about December 1, 2012 and remains in effect thereafter for three (3) years, through November 30, 2015. The term of this Agreement may be extended for two (2) additional one-year periods at the mutual agreement of the parties no less than ninety (90) days prior to the expiration of the then current term.

1.2 Rent. The total monthly base rent during the three (3) year renewal period on the Premises shall be scheduled as follows:

December 1, 2012 – November 30, 2013	$4,003.74 per year
December 1, 2013 – November 30, 2014	$4,003.74 per year
December 1, 2014 – November 30, 2015	$4,003.74 per year
If extended:	
December 1, 2015 – November 30, 2016	$4,003.74 per year
December 1, 2016 – November 30, 2017	$4,003.74 per year

2.0 GENERAL PROVISIONS

2.1 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address provided below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

Landlord:	City of El Paso Attn: City Manager 2 Civic Center Plaza El Paso, Texas 79901
COPY TO:	City of El Paso Department of Public Health 5115 El Paso Drive El Paso, Texas 79905
TENANT:	El Paso Healthcare System, Ltd. 10301 Gateway West El Paso, Texas 79925 El Paso, Texas 79901-1196
COPY TO:	El Paso Healthcare System, Ltd. Attn: Vice President, Real Estate One Park Plaza Nashville, Tennessee 37203

(Signatures Follow on Next Page)

IN WITNESS WHEREOF, the parties execute this First Lease Amendment.

CITY OF EL PASO

By: _____

Joyce A. Wilson
City Manager

El Paso Healthcare System Ltd.,
a Texas Limited Partnership
dba Del Sol Medical Center

_____

Nicholas Paul
Vice President of Real Estate

APPROVED AS TO CONTENT:

_____

Bruce A. Parsons, Interim Director
City of El Paso
Department of Public Health

APROVED AS TO FORM:

_____

Sol M. Cortez
Assistant City Attorney

Fairbanks Dr
5587 Woodrow Bean Transmountain Rd, El Paso, TX 79924, USA
Woodrow Bean Transmountain Rd
375
W Trans Mountain Rd
Colette St
Audobon St
Bourbon St
Eloice Rd
Alcan St
© 2012 Google
© 2012 INEGI
Google earth
Imagery Date: 11/9/2011 2 1996
31°53'56.79" N 106°24'50.59" W elev 3941 ft
Eye alt 5152 ft