



COMMISSIONERS COURT COMMUNICATION

AGENDA DATE 11/05/2012

CONSENT OR REGULAR Consent

CONTRACT REFERENCE NO
(IF APPLICABLE) 2012-0516

SUBJECT:

Approve and authorize the County Judge to sign the lease agreement between the County of El Paso and Mary Stillinger for the property located at 350 Vinton Road. This property will house JP7 for approximately 18 months while the Northwest Annex is being built.

BACKGROUND/DISCUSSION OF TOPIC: To include statutory requirement, operational impact, or performance goal.

The contract is under review by the County Attorney's Office and will be submitted as backup prior to meeting.

FISCAL IMPACT:

\$2,000/month, plus utilities, insurance, and property taxes TBD.

PRIOR COMMISSIONERS COURT ACTION (IF ANY):

October 1, 2012

RECOMMENDATION:

Approve.

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Kevin McCrary

LEGAL REVIEW: In Progress

LEGAL REVIEW NOTES (If Applicable): Approve

DATE: 10/30/2012

SUBMITTED BY: Ernesto Carrnal III, P.E. Public Works Director, Public Works Department (915)546-2015

Item #18

Patricia Pietzyk

From: Monique Aguilar
Sent: Friday, November 02, 2012 5:23 PM
To: Cesar O. Nava; Patricia Pietzyk
Cc: Kevin McCary
Subject: Nov. 5 Item 18 Postponement Request

Cesar / Pat,

Please pull item #18 on the Nov. 5th agenda and postpone until Nov. 19th.

I apologize for the late notice; we tried very hard to have this item ready by Monday, but it just wasn't doable.

Thank you!
Monique

From: Monique Aguilar
Sent: Friday, November 02, 2012 5:12 PM
To: Kevin McCary
Cc: Lee Shapleigh; Erich Morales; Ernie Carrizal; Norma Rivera Palacios
Subject: RE: Vinton lease

I'm sorry, as you can see by the timestamp I just got the response at 5:02 today. I will pull the item and we will negotiate further with the owner next week. Would it be easier to set up a meeting, or do you think we can work it out through this via email?

From: Kevin McCary
Sent: Friday, November 02, 2012 5:06 PM
To: Monique Aguilar
Cc: Lee Shapleigh; Erich Morales; Kevin McCary
Subject: RE: Vinton lease

Good grief. I cannot fix this now. This is not reasonable timing. Pull it.

From: Monique Aguilar
Sent: Friday, November 02, 2012 5:05 PM
To: Kevin McCary
Subject: FW: Vinton lease

From: dkarns6110@aol.com [mailto:dkarns6110@aol.com]
Sent: Friday, November 02, 2012 5:02 PM
To: Monique Aguilar
Subject: Fwd: Vinton lease

Sent from my HTC Inspire™ 4G on AT&T

----- Forwarded message -----

From: "Gordon Foster" <Gfoster@bestcompanies.com>

To: "dkarns6110@aol.com" <dkarns6110@aol.com>

Subject: Vinton lease

Date: Fri, Nov 2, 2012 2:47 pm

David

Let me know what you think.

Gordon

From: Mary Stillinger [mailto:stillingerlaw@sbcglobal.net]

Sent: Friday, November 02, 2012 3:10 PM

To: Gordon Foster

Subject: Vinton lease

Gordon:

Sorry for the delay getting back to you. I had a huge case to resolve this week, and just got it behind me.

I have reviewed the lease, and have the following comments (in the order they appear in the lease, not in the order of importance):

1. My zip code at the office is 79905. It appears once as 02 and once as 01.
2. Has someone verified that they can put the mobile home office on the property? I have no problem with it, but would just want to know that it is permissible.
3. With regard to the water and wastewater warranties—I am not comfortable warranting much of anything in this regard. The water system is what it is and I have no more control over that than if it were the El Paso Water Utilities (which I imagine nobody ever warranties as part of a lease). Since you did discover (as I expected) that the septic system is licensed by the County, we could confirm or warranty that, but that is all. Among other issues is what I have heard about Vinton trying to get a sewer system (although their Village Council is such a wreck that can't pull together to get grants to get it installed for free). Hopefully the septic will get replaced, but that is another reason to not have it be part of the lease. The irony is that the County of El Paso probably has more knowledge and control over the water system than I do. It seems it would be easiest just to take this section out altogether.
4. In section 4, on the term and rent it states that it begins November 1st, which is fine with me, but the date at the beginning is the 12th, which I understand is what is intended.
5. Paragraph 6(d) finishes with a phrase, not a sentence. I think what is meant is that they will return anything to its original condition, except those things described as permanent in section 4 as permanent, which is fine. I think this paragraph could be changed to read:

At the termination of this Lease, Tenant shall, at Tenant's expense, and to the extent requested by Landlord in writing, return the Premises to their original condition, to the extent reasonably possible and (with normal wear and tear excepted), except for those alterations noted as "permanent" in this section 4 of this Lease.

6. I own the property individually, not in any corporate form.

I don't know if there is anything else you noticed. Let me know what you (and they) think.

thank you,
Mary

***** This communication is intended for the sole use of the above-named recipient and is a confidential attorney-client communication. If you are not an intended recipient, you are hereby notified that any disclosure, duplication, or distribution of this information or the taking of any action in reliance on the contents of this communication without the written consent of the Law Office of Mary Stillinger is strictly prohibited. *****

Jim *Holt* *58*

Patricia Pietzyk

From: Monique Aguilar
Sent: Monday, November 19, 2012 7:36 AM
To: Patricia Pietzyk; Cesar O. Nava
Cc: Ernie Carrizal; Kevin McCary
Subject: 11/19 Agenda Item 52

Pat & Cesar,

Please postpone agenda item 52 for one week (Nov.26) regarding the lease for JP7. This will give us enough time to finalize the agreement with the landlord.

Thank you,

Monique Aguilar, Facilities Manager
Public Works/Facilities Management Department
Ph 915-546-2009
Fax 915-543-3820

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LEASE AGREEMENT

LANDLORD: Ms. MARY STILLINGER (“Landlord”)
4911 Alameda Ave.
El Paso, Texas 79905

TENANT: COUNTY OF EL PASO TEXAS (“County” or “Tenant”)
500 E. San Antonio, Suite 301
El Paso, Texas 79901
Veronica Escobar, County Judge

With copy to:
El Paso County Attorney
500 E. San Antonio, Room 503
El Paso, Texas 79901
Attn: General Counsel Unit

FOR: El Paso County, Justice of the Peace #7 Court and Offices.

PREMISES: 350 Vinton Road, Vinton, Texas 79821 and as more particularly described by the floor-plan attached as **Attachment A**.

RENT: \$2,082 per month (\$8.50 per square foot).

APPROXIMATE TOTAL SQUARE FEET RENTED TO TENANT: 2938 sq. feet.

TERM: **Initial Term:** December 1, 2012 through September 30, 2013; **County’s Optional Renewal Term (“Optional Renewal Term”):** October 1, 2013 through June 30, 2014. The lease shall continue on a month to month basis at the end of the Initial Term or County’s Optional Renewal Term, if any.

COMMENCEMENT DATE: December 1, 2012.

MONTHLY RENT: On the first day of each calendar month during the Term of the Lease Agreement (“Lease”), Tenant shall pay Landlord at the address listed above or at such location as Landlord may designate to Tenant in writing, Rent in the amount of \$2,082 during the Initial Term, Optional Renewal Term, or month-to-month renewal period, as applicable. In accordance with paragraph 5, the Rent includes \$82 per month to cover Landlord’s insurance costs. Landlord may change the monthly rent after the Term or any Optional Renewal Term, as applicable, by providing **60 days’** written notice to Tenant immediately prior to or during the month-to-month renewal period. The first month’s rent during the Initial Term shall be prepaid, prior to Tenant taking possession of the Premises.

TAXES: In addition, County shall reimburse Landlord for all state and local property taxes levied during County’s occupancy of the premises. If County occupies the premises for less than a single tax year, County shall only be responsible for its pro-rata share of the taxes for time

during which County actually occupied the premises or was otherwise financially obligated under this lease. No later than December 1st of each year, Landlord shall submit an invoice to County for County's pro rata share of that year's taxes. No later than January 15th of the year that taxes are due, County shall remit payment for taxes to Landlord. Landlord shall pay all property taxes due and owing for that tax year no later than January 31st of the tax year in which taxes are due.

RENEWAL OPTION; RENEWAL RENT

At the expiration of the Initial Term, County shall have the exclusive right to renew this lease for an additional Optional Renewal Term as defined on page 1 of this Lease under the same rates, terms, and conditions described in this Lease. County's Optional Renewal Term shall commence automatically on October 1, 2013 unless the County provides 30 days' written notice that it will not exercise the Option. The Optional Renewal Term shall continue through June 30, 2014.

After the expiration of the Initial Term and County's Optional Renewal Term (if any), this Lease shall continue on a month-to-month basis unless and until either Party gives the other Party sixty (60) days' written notice of its desire to end its privileges and obligations under this Lease.

DEPOSIT: Tenant, contemporaneously with the execution of this Lease, has deposited with Landlord the sum of **\$2,082** as a security deposit. The security deposit shall be retained by Landlord without interest and applied by Landlord toward the cost of performing any of Tenant's obligations hereunder which are not fully performed by Tenant and the cost of curing any defaults by Tenant hereunder. The balance (if any) of the security deposit remaining after application toward performing such obligations and curing such defaults shall be returned to Tenant within thirty (30) days after the expiration of the Term or Optional Renewal Term (as applicable) of this Lease. Should Landlord apply any portion of the security deposit as above described, Tenant shall, within thirty (30) days of notice from Landlord, pay to Landlord money sufficient to restore the security deposit to the amount originally deposited.

UTILITIES TO BE PAID BY TENANT: including, but not limited to, gas, water, electric, telecommunications, and trash.

1. PREMISES:

Mary Stillinger for and in consideration of the rents, covenants, and agreements contained in this Lease, to be kept and performed by the parties hereto, leases to the **County of El Paso, Texas** ("County" or "Tenant") the premises located at 350 Vinton Road, El Paso County, Texas to include the use of common parking areas, hallways, and other common areas surrounding the Premises (collectively the "Premises") to have and to hold for the duration of the Initial Term or Optional Renewal Term(s), as applicable. The Premises shall be used as a courtroom and offices for the El Paso County Justice of the Peace, Precinct No. 7. The Parties expressly agree that Tenant may also place a trailer or mobile home on the Premises for the use of the El Paso County Constable, Precinct No. 7.

2. USE:

Tenant shall use the Premises for official government offices and for no other purposes, without the prior written consent of the Landlord. Tenant shall not use the Premises or permit anything to be done in or about the Premises which will in any way conflict with or violate any law, statute, zoning restriction, or any ordinance or governmental rule, regulation or requirement. Landlord shall permit Tenant and its employees and contractors to enter the Premises prior to the commencement of the Term to enable Tenant to do such things as Tenant may need to do to make the Premises ready for occupancy; provided however, that Tenant shall hold Landlord and its agents and employees harmless from all liability and causes of action that may occur or result in connection therewith. Tenant shall be obligated to remove at its expense any liens created by Tenant or due to Tenant's action or inaction in direct connection with Tenant's preparation or occupancy of the Premises.

3. WATER AND WASTEWATER

- A. **The Parties agree that the supply of potable water from a public or state-regulated water system to the Premises is an essential element of COUNTY's enjoyment and use of the Premises.**
- B. **The Parties further agree that the provision of useable On-site Sewage Facilities (OSSF) is an essential element of COUNTY's enjoyment and use of the Premises. Upon information and belief, the Parties believe such OSSF facilities are in proper working condition and that such facilities have been licensed by the State of Texas and/or the County of El Paso and are in compliance with applicable OSSF regulations as of the date of the execution of this Lease.**
- C. **Upon information and belief, the Parties are unaware of any defects as to potable water or OSSF facilities on the Premises as of the date of execution of this Lease Agreement.**
- D. **Upon request, Landlord shall provide a copy of the most recent OSSF inspection report as well as the OSSF license for the premises to the County Public Works Department, to the extent such report is not reasonably available to the County and only to the extent such report is reasonably available to Landlord.**
- E. **If potable water or useable OSSF facilities fail, County may, at its sole option, elect one of the following remedies: 1) repair (if possible) the failing system at County's expense; 2) enter into negotiations with Landlord to share the repair expense(s); or, 3) immediately terminate this lease and vacate the Premises.**

4. ADDITIONAL CONSIDERATION AND RENOVATIONS

As additional consideration and incentive for Tenant to enter into this Lease, Landlord has agreed to permit Tenant to make reasonable alterations and repairs to include:

- a. Adding, removing, and moving interior walls and doors;

- b. Permanently converting one exterior window to a door opening;
- c. Permanently Upgrading electric power supply to the building;
- d. Permanently Replacing faulty or dated plumbing fixtures;
- e. Permanently Adding additional air and heat duct working to the building;
- f. Permanently Adding or replacing carpet and floor tile;
- g. Painting the interior and exterior of the building;
- h. Adding paint striping to the parking lot;
- i. To the extent required by law (including the Americans with Disabilities Act (ADA)), permanently adding parking and ramping for disabled persons;
- j. Converting rooms, including the kitchen, to space suitable for a justice of the peace courtroom and office space; and,
- k. Placing a trailer on the Premises for the use of the Constable and installing water, power, and waste-water connections to the trailer. The title to the trailer shall remain with the County.

Tenant shall pay the rent, on the first day of each calendar month of the Initial Term, or Optional Renewal Term(s), if applicable, and in no event later than the tenth (10th) business day of each calendar month of the Initial Term, or Optional Renewal Term(s), if applicable. If the commencement date is not the first day of a month, a pro-rated monthly installment shall be paid for the fraction of the month during which the Lease commences, computed at a 30 day month and a 360 day year. Tenant may pay amounts due from one or more accounts provided that Total Rent is received by Landlord in accordance with this Lease. Tenant shall pay monthly rent as shown above.

5. INSURANCE

Tenant is a self-insured governmental entity. Tenant does not provide further liability insurance. HOWEVER, as further consideration for the use of the Premises, Tenant shall pay \$82.00 per month as part of its total rental payment so that Landlord may procure an insurance policy to protect her interest in the Premises. Upon request, Landlord shall provide a copy of the insurance policy documentation to County. If Landlord does not procure an insurance policy, County shall not be liable for this portion of the rent, and the rent shall be reduced accordingly. Beginning October 1, 2013, Landlord may pass on the increase in any such policy premium to county by providing written documentation of such increase; PROVIDED, HOWEVER, that any such any increase shall not exceed 5% (e.g. \$4.10 per month at the end of the Initial Term).

6. MAINTENANCE AND REPAIRS, ALTERATIONS AND ADDITIONS:

Tenant, at its own expense, shall make any necessary repairs to the Premises.

- a. Alterations and Additions: Any alterations or additions shall be done in a good and workmanlike manner, free and clear of all liens, and in accordance with all applicable legal requirements. All alterations, additions, or improvements made to the structure by the Tenant shall become the property of the Landlord at the termination of this Lease, except for unattached movable fixtures.
- b. Tenant shall keep and maintain the interior of the Premises in good and sanitary

order, damage by unavoidable casualty excepted.

Upon expiration of this Lease, and subject to (d), below, Tenant shall surrender the Premises in the same condition as received, ordinary wear and tear, and damage by fire, earthquake, act of God, unavoidable casualty, or the elements alone excepted. Tenant, at its sole cost and expense, agrees to repair any damage to the Premises caused by or in connection with the removal of any articles of personal property, business or trade fixtures, machinery equipment, cabinetwork, furniture, movable partition, or permanent improvements or addition, including repairing the floor and patching and painting the walls where required for Landlord's reasonable satisfaction.

- c. **At the termination of this Lease, Tenant shall, at Tenant's expense, and to the extent requested by Landlord in writing, return the Premises to their original condition, to the extent reasonably possible; provided however, that Tenant shall not be responsible for normal wear and tear or alterations in that are noted as "permanent" in paragraph 4 of this Lease Agreement.**

7. DAMAGE AND DESTRUCTION:

- a. Landlord shall not be responsible and shall be held harmless for any loss or damage to Tenant's fixtures, equipment or other property so installed or placed by Tenant on the Premises, except where damage is due to Landlord's willful failure to make repairs required to be made by Landlord under this lease or federal, state, or local law.
- b. Total Destruction: If during the Term of this lease, the Premises are damaged or destroyed from any cause, so as to render un-tenantable more than fifty percent (50%) of the total area of the Premises, Tenant reserves the right to automatically terminate the Lease as of the date of such total destruction, provided that Tenant compensates Landlord for all rent owed through such date and prior to any such termination.

8. HAZARDOUS MATERIALS

- a. Hazardous Material. As used in this Lease, Hazardous Material shall be defined as pollutants, toxic substances, regulated substances, oil, hydrocarbons, asbestos, or similar materials as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the federal Clean Water Act, as amended, the Texas Water Code, as amended, the Texas Solid Waste Disposal Act, as amended, and any other federal, state, or local environmental or health and safety related law, or regulation.
- b. No hazardous materials. Tenant shall not cause or permit any Hazardous Material to be brought upon, kept, or used in or about the Premises by Tenant, its agents, or invitees without the prior consent of Landlord, which Landlord shall not

unreasonably withhold provided Tenant demonstrates to Landlord's satisfaction that such Hazardous Material is necessary or useful to Tenant's operations and will be kept, stored, and used in a manner that complies with the laws regulating such Hazardous Materials so used, kept, or brought upon the Premises by Tenant. If any such Hazardous Material is permitted by Landlord, Tenant shall remove all such Hazardous Material upon the expiration or termination of this Lease and restore the Premises to pre-lease existing conditions, normal wear and tear excluded. Tenant shall hold Landlord harmless from any liability or cause(s) of action in connection with Tenant's usage or storage of Hazardous Materials on the Premises.

- c. Notice of violations. Tenant shall, within a reasonable period of notice of an alleged violation, advise Landlord of (a) any government or regulatory actions instituted or threatened under any environmental law listed above affecting Tenant or the Premises; (b) all claims threatened or made by any third party against Tenant or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from Tenant's use or storage of Hazardous Material, (c) the discovery of an occurrence or condition on the Premises to be classified in a manner which may support a claim under environmental laws, and (d) the discovery of an occurrence or condition on the Premises that could cause the Premises to be classified in a manner which could subject the Tenant or the Premises to any restrictions in ownership, occupancy, transferability, or use of the Premises, under environmental laws.

9. ASBESTOS CONTAINING MATERIALS

Buildings or structures located on the Premises may contain asbestos-containing material or presumed asbestos-containing material as defined by federal regulations. Landlord and Tenant will comply with all rules and regulations relating to asbestos in performing any construction, renovation, or remodeling of the Premises and Landlord will bear all costs related to removal and disposal of preexisting asbestos from the Premises.

10. ENTRY BY LANDLORD:

Landlord shall have the right at reasonable times to enter the Premises to inspect the same or to maintain or repair, make alterations or additions to the Premises on any portion thereof or to show the Premises to prospective purchasers, tenants, or lenders; provided however that Landlord shall give reasonable notice to Tenant prior entering upon the Premises for such purposes.

Landlord may, at any time, place on or about the Premises any ordinary "for sale" sign; Landlord may at any time during the last thirty (30) days of the Initial Term, or Optional Renewal Term, under this Lease place on or about the Premises any ordinary "for lease" sign.

11. MOVE-OUT REQUIREMENTS, HOLDOVER:

Rent will continue until all keys to the Premises are turned over to Landlord for availability to new prospective tenants. If Tenant remains in possession of all or any part of the Premises after the expiration of the Term hereof, this lease shall continue on a month-to-month basis.

12. NOTICES:

All notices or demands to be given by Landlord or Tenant pursuant to this Lease shall be in writing and shall be deemed delivered a) the date of actual hand-delivery; or b) two (2) days after depositing the notice or demand in the U.S. mail, certified or registered, postage pre-paid, addressed to the party at the addresses listed in this Agreement.

13. CONTINGENT FUNDING, EARLY TERMINATION:

a. Tenant is a political subdivision of the State of Texas, and as such adopts its budget according to State law for a period of one year beginning on October 1st and terminating on September 30th of each year. The program(s) which Tenant may be conducting on the Premises may also be subject to contingent funding from other sources. In the event that sufficient funds are not included in the next annual budget or funds are cut off from other sources, or fiscal emergency, Tenant may terminate this Lease by giving written notice to Landlord, effective within 90 days from the date of such notice.

b. In the event Tenant builds or acquires other property suitable for housing the offices located at the Premises, Tenant may terminate this lease by giving written notice to Landlord, effective within 90 days or on September 30 of the then-current fiscal year, whichever Tenant determines to be most advantageous to its operations on the Premises.

14. MORTGAGES AND ESTOPPEL CERTIFICATE:

This Lease and Lessee's rights under this Lease shall remain undisturbed in the event of foreclosure or other event changing ownership or legal title to the "Premises."

15. CONDEMNATION:

If the Premises or any part thereof are condemned for any public purpose to the extent that the remainder of the Premises is, in Landlord's and Tenant's opinion, not reasonably suitable for occupancy and Tenant's specific use, the Lease shall, at the option of either party, terminate. All proceeds from any taking or condemnation of the Premises shall belong to the Landlord, except that Landlord shall not be entitled to any part of any award made to Tenant for loss of business, depreciation to or cost of removal of Tenant's personal property.

16. LIENS:

Tenant, at its cost, shall keep the Premises free from any liens arising out of work performed, materials furnished, or obligations incurred by Tenant in connection with this Lease.

17. DEFAULT:

In the event that Tenant defaults in the timely payment of rent, or violates or fails to perform any of the provisions of this Lease, Landlord shall send written notice of such default, violation or omission to the Tenant, and unless Tenant shall have completely cured or removed said default within thirty (30) days after receiving of such notice from Landlord, Landlord may thereupon re-enter the Premises, by summary proceedings or take possession of said Premises and remove all persons and property, and may elect to either cancel the Lease or re-let the Premises as agent for the Tenant or otherwise, and receive rent, applying the same to the payment of the rent balance under this Lease and the fulfillment of Tenant's covenants hereunder, the balance (if any) to be paid by Tenant, who shall remain liable for any deficiency.

If Landlord breaches this Lease, Tenant shall send written notice of such default, violation, or omission to the Landlord, and unless Landlord shall have completely cured or removed the default within thirty (30) days after receiving such notice from Tenant, Tenant may then exercise its rights and remedies as it may be entitled to under law or equity.

18. AMERICANS WITH DISABILITIES ACT:

Prior to occupancy by Tenant, Tenant shall make necessary interior and exterior modifications to the Premises agreed upon to make the Premises accessible for disabled persons in accordance with the Americans with Disability Act (ADA). Tenant and Landlord covenant to make reasonable, mutual efforts to make accommodation for matters on the Premises related to the ADA.

19. REAL ESTATE BROKER FEES

Landlord is responsible for payment of any and all real estate broker commission fees that have accrued in connection with this transaction, regardless of whether those fees are earned by (without limitation) real estate brokers, agents, or employees representing Landlord or Tenant.

20. MISCELLANEOUS:

- a. Signs: Tenant may, at Tenant's expense, install signs approved by the Landlord. All signs shall be removed at the termination of this lease. Sign work shall be done in such a manner to avoid injury, defacement, or overloading of the building.

- b. Severability: If any provision of this Lease shall, to any extent, be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and each Term and provision of this Lease shall be valid and be enforceable to the extent permitted by law.
- c. Assignment and Subletting: Tenant shall not assign, sublet, transfer, pledge, or encumber this Lease or any interest therein without the prior written consent of Landlord.
- d. Entire Agreement and Amendment(s): This instrument and any attachments constitute the entire agreement between Landlord and Tenant. This agreement and the exhibits and attachments may be altered, amended, or revoked only by an instrument in writing signed by both Landlord and Tenant. No amendment, modification, or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date of this Lease, and executed by the parties.
- e. Tenant is prohibited by law from indemnifying Landlord. Tenant does not agree to indemnify Landlord under any circumstances. Landlord acknowledges that no tax, nor interest nor sinking fund has been set, adopted, or established for the payment of any indemnity or obligation.
- f. Landlord covenants and agrees that, upon payment by Tenant of the rent and upon Tenant's observance of the covenants and agreements provided for in this Lease, Tenant shall, subject to all zoning ordinances and other laws and regulations governing or regulating the use of the Premises, and all easements, rights-of-way, and prescriptive rights, at all times have peaceable and quiet enjoyment and possession of the Premises.
- g. Tenant, at Tenant's own expense, shall comply with all laws, rules, orders, ordinances, regulations, and requirements of federal, state, and municipal authorities relating to Tenant's use of the Premises including without limitation, all applicable federal, state, and local laws regulating air and water quality, hazardous materials, waste disposal, air emissions and other environmental, health, safety, and zoning and land use matters. Tenant and Tenant's employees and agents shall observe, and comply with all reasonable rules and regulations promulgated by Landlord consistent with this Lease and the reasonable use of the Premises.
- h. This lease is the product of arms-length negotiations between the Parties. Each Party has had an opportunity to consult with legal counsel and negotiate freely. **The Parties expressly agree that any provision of law construing a contract against the drafter is waived.**

[SIGNATURES ON NEXT PAGE]

Executed this ___ day of November 2012.

EL PASO, COUNTY, TEXAS

LANDLORD

Veronica Escobar
El Paso County Judge

Mary Stillinger
4911 Alameda Ave
El Paso, TX 79905

ATTEST:

Delia Briones, County Clerk

Approved As to Form

Assistant County Attorney
For COUNTY



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the lease agreement between the County of El Paso and Mary Stillinger for the property located at 350 Vinton Road. This property will house JP7 for approximately 18 months while the Northwest Annex is being built, in the amount of \$24,984 per year.

ADDITIONAL BACKGROUND:

FISCAL IMPACT: \$24,984/Year

PRIOR COURT ACTION: Postponed 11/05/12 and 11/19/12.

BASIC CONTRACT DETAILS

CONTRACT NO.: 2012-0516

CONTRACT TITLE: JP7 / Lease Agreement: 350 Vinton Road

SECOND PARTY: Mary Stillinger

CONTRACT TYPE: Real Estate

TERM AND BUDGET DETAILS

TERM: Other - See Dates/Notes

EXTENSION OPTIONS (If Applicable): Other - See Notes

EFFECTIVE DATE: November 12, 2012

EXPIRATION DATE (If Applicable): September 30, 2013

EXTENSION DEADLINE DATE (If Applicable): September 30, 2013

AMOUNT: \$2,082 / month

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Kevin McCary

LEGAL REVIEW: Approved as to Form as Submitted

LEGAL REVIEW NOTES (If Applicable): Initial term 11/12/12 through 9/30/13; automatic renewal unless county opts out by 9/1/13. Automatic renewals lasts until 5-31/13, then month to month. County responsible for alterations, maintenance, utilities, and taxes.

DATE: November 02, 2012

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specifications, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE: Ernie Carrizal
DEPARTMENT CONTACT: Aguilar, Monique
DEPARTMENT: Facilities
DATE: November 26, 2012