

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

**AGENDA DATE:** June 8, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Samuel Rodriguez, P.E. Aviation Director  
(915) 212-7301

**DISTRICT(S) AFFECTED:** 2

**STRATEGIC GOAL 1:** Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBGOAL:** N/A

**SUBJECT:**

This Resolution is to authorize the City Manager to sign a General Aviation Lease between the City of El Paso ("Lessor") and Far West Texas & Southern New Mexico Trauma Regional Advisory Council ("Lessee") for the use of a 9,500 square foot warehouse located on a portion of Lot 2A, Block 4, El Paso International Tracts, Unit 10 City of El Paso, El Paso County, Texas municipally known and numbered as 1820 American Drive, El Paso, Texas.

The lease effective date is June 15, 2021. The term is three (3) months with three (3) additional terms of 3 (three) months. The site is 9,500 square feet at \$3.1579 per square foot and the monthly rate is \$2,500 per month. The lease agreement expires September 15, 2021 with option to extend.

**BACKGROUND / DISCUSSION:**

The Far West Texas & Southern New Mexico Trauma Regional Council supports regional medical providers in emergency preparedness. Due to the pandemic, they have acquired an additional emergency response trailers that will be stored in this space.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A: This is a revenue-generating item.

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

**PRIMARY DEPARTMENT:** Aviation

**SECONDARY DEPARTMENT:** N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

  
\_\_\_\_\_  
Samuel Rodríguez, P.E.  
Aviation Director

**RESOLUTION**

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

That the City Manager be authorized to sign a General Aviation Lease Agreement by and between the City of El Paso ("Lessor") and FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL ("Lessee") regarding the following described property:

The 9,500 square foot warehouse space attached to the building located on a portion of Lot 2A, Block 4, El Paso International Airport Tract, Unit 10, consisting of approximately 3.41 acres for a total of approximately 148,915 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, El Paso, Texas.

**APPROVED** this \_\_\_\_ day of \_\_\_\_\_ 2021.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Josette Flores  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

**GENERAL AVIATION LEASE AGREEMENT**

**EL PASO INTERNATIONAL AIRPORT**

**El Paso, Texas**

**FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY  
COUNCIL**

**Lessee for**

**1820 American Drive**

**June 15, 2021  
Effective Date**

**GENERAL AVIATION LEASE AGREEMENT  
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**ATTACHMENTS:**

**EXHIBIT "A" - Detailed Layout of Office/Warehouse Space**

**EL PASO INTERNATIONAL AIRPORT  
GENERAL AVIATION LEASE AGREEMENT**

**THIS GENERAL AVIATION LEASE AGREEMENT ("Agreement")**, is entered into this \_\_\_ day of \_\_\_\_\_, 2021, between the **CITY OF EL PASO, TEXAS ("Lessor")** and **FAR WEST TEXAS & SOUTHERN NEW MEXICO TRAUMA REGIONAL ADVISORY COUNCIL**, a corporation organized and existing under the laws of the State of Texas ("Lessee").

**WITNESSETH:**

**WHEREAS**, the Municipal Airports Act of the State of Texas (Chapter 22 of the Texas Transportation Code) authorizes municipal airports, as governmental entities, to establish the terms and fix the charges, rentals, or fees for the privileges or services. The charges, rentals, and fees must be reasonable and uniform for the same class of privilege or service and shall be established with due regard to the property and improvements used and the expenses of operation to the local government;

**WHEREAS**, Lessor owns and operates the El Paso International Airport ("Airport") located in the County of El Paso, Texas which is managed by the Managing Director of Aviation and International Bridges for the City of El Paso or her successor ("Director");

**WHEREAS**, Lessor has facilities located on Airport property and has space and facilities available for lease, and Lessee desires to lease space in the General Aviation area;

**WHEREAS**, Lessee has indicated a willingness and ability to lease warehouse space that is attached to the building in order to store emergency management trailers in that warehouse space in the General Aviation area in accordance with the standards established by Lessor; and

**WHEREAS**, in furtherance of its authority, Lessor further desires to lease to Lessee certain facilities located at said Airport in accordance with the terms, covenants, and conditions set forth in this Agreement;

**NOW THEREFORE**, for and in consideration of the mutual covenants, agreements, and conditions contained herein, the parties agree as follows:

**ARTICLE I - PREMISES AND PRIVILEGES**

**Section 1.01 Description of Premises Demised.**

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor the following described Premises located in El Paso County, Texas, as follows:

The 9,500 square foot warehouse space attached to the building located on a portion of Lot 2A, Block 4, El Paso International Airport Tract, Unit 10, consisting of

approximately 3.41 acres for a total of approximately 148,915 square feet, City of El Paso, El Paso County, Texas, municipally known and numbered as 1820 American Drive, as more fully described in Exhibit "A" attached hereto and incorporated herein by reference (the "Premises").

**Section 1.02 Right of Ingress and Egress.**

Lessor hereby grants to Lessee the rights of ingress to and egress from the Premises over and across the public roadways serving the Airport for Lessee, its agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations as now or may hereafter have application at the Airport.

**Section 1.03 No Right to Construct.**

In addition to the general privileges, uses, rights, and interests attaching to the Premises herein described and without limiting the generality thereof, Lessee shall not have the right to provide for the location, construction, erection, maintenance, and removal of improvements upon or in the Premises, for the purpose of carrying out any of the activities provided for herein. In the event Lessee produces any such unauthorized improvements, Lessee will be considered in default of this Agreement and Lessor may terminate this Agreement in accordance with the provisions set forth in Article X.

**Section 1.04 Restrictions of Privileges, Uses and Rights.**

Lessee covenants and agrees that it shall use the Premises for the following purposes only: storage of the following Emergency Management Transport trailers (the "Trailers"):

| Year | Make                     | Model   | VIN               |
|------|--------------------------|---------|-------------------|
| 2011 | CUSTOM<br>COMMAND        | TRAILER | 1C9SS53360H473550 |
| 2011 | CUSTOM MASS<br>CASUALTY  | TRLR    | 1P9GC3627BW280487 |
| 2011 | CUSTOM MASS<br>CASUALTY  | TRLR    | 1P9GC3629BW280489 |
| 2017 | CONTINENTA<br>INFECTIOUS | TRAILER | 5NHGAMK25JY031617 |

Lessee warrants that it is the registered owner or lessee of such Trailers to be stored on the Premises. Lessee shall immediately notify the Director of Aviation in writing, of the description of any Trailers located in the Premises which are different from the Trailers described herein.

**Section 1.05 Conditions of Granting Agreement.**

The granting of this Agreement and its acceptance by Lessee are conditioned upon the following covenants:

- A. No functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of the Premises shall be made.



- B. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law. Lessee shall not conduct any hazardous activities on the Premises, including, but not limited to, welding, painting, doping, open fuel lines, or application of hazardous substances.
- C. Lessee will utilize only the roadways, taxiways, or other direction, path, route, or form of travel Lessor may designate, from time to time, for Lessee's operation and movement on or about the Airport.

## **ARTICLE II - OBLIGATIONS OF LESSOR**

### **Section 2.01 Quiet Enjoyment.**

Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements herein set forth, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises hereby demised for the term of this Agreement.

### **Section 2.02 Lessor's Right of Entry.**

Lessor reserves the right to enter into and upon the Premises for the purpose of inspecting the condition thereof, or to perform maintenance or repairs as may be necessary in accordance with the provisions of the Agreement, for the purpose of exhibiting the same to prospective Lessees, purchasers or others. The exercise of this right to enter the Premises shall not be deemed an eviction or disturbance of Lessee's use or possession, provided that Lessor shall exercise its best efforts not to interfere with Lessee's normal operations on the Premises.

### **Section 2.03 Condition and Maintenance of Premises.**

Lessor shall bear responsibility for the repair, maintenance and replacement of the Structural Elements of the building, except for any damage caused by the act or omission of the Lessee, or any agent, employee, invitee, contractor, servant, or sublessee of Lessee, for which damage Lessee shall be responsible. "Structural Elements" shall mean the roof, foundation, load bearing columns and walls, exterior walls, exterior paint, and common vehicle parking areas.

## **ARTICLE III - OBLIGATIONS OF LESSEE**

### **Section 3.01 Net Agreement.**

This Agreement in every sense shall be without cost to Lessor except as otherwise provided in the Lease including, without limitation, Lessor's maintenance, repair and replacement obligations set forth in Section 2.03 above.

**Section 3.02 Condition and Maintenance of Premises.**

**Except as otherwise provided in this Lease, LESSEE ACCEPTS THE PREMISES IN "AS IS" CONDITION.** Except as otherwise provided for in this Lease, including without limitation Sections 2.03 or 3.01 hereinabove, Lessor has no responsibility as to the condition of the Premises and shall not be responsible for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition. Lessee shall not cause any damage or impairment to any part of the Leased Premises, including the Structural Elements.

Notwithstanding any other provision of this Lease to the contrary, Lessor represents and warrants the Premises complies with all the requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, Lessor shall take appropriate and timely action to maintain the Premises in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Lessee; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Lessee, then Lessee shall bear the cost of compliance.

**Section 3.03 [RESERVED]**

**Section 3.04 [RESERVED]**

**Section 3.05 Compliance With Laws.**

Lessee, at Lessee's expense, agrees that all of Lessee's activities shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Lessor or Lessee, with respect to the use or occupation of the Premises and any improvements thereon.

Lessee, at Lessee's expense, specifically agrees to comply with the Americans with Disabilities Act of 1990 and any other laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, which relate to use or occupation of the Premises and any improvements thereon by disabled persons ("Disabilities Laws").

Lessee shall, at Lessee's expense, comply with all present and hereinafter enacted Environmental Laws, and any amendments thereto, affecting Lessee's use, operation or occupation of the Premises including any improvements thereon.

**A. Definitions.**

1. "Environmental Laws" means any one or all of the following as the same are amended from time to time: the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq.; the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq.; the

Safe Drinking Water Act, 42 U.S.C. Section 300h et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; the Clean Air Act, 42 U.S.C. Section 7401 et seq.; and the regulations promulgated thereunder and any other laws, regulations and ordinances (whether enacted by the local, state or federal government) now in effect or hereinafter enacted that deal with the regulation or protection of the environment, including the ambient air, ground water, surface water, and land use, including sub-strata land.

2. "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.
3. "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

**B. Compliance.**

1. Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its agents, employees, contractors, invitees, or a third party in violation of any Environmental Law; provided, further, that with respect to demolition of Existing Improvements, Lessee shall comply fully with all regulatory requirements, including, but not limited to, those governing asbestos abatement. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon. This obligation includes, but is not limited to, all costs and expenses related to cleaning up the Premises, improvements, land, soil, underground or surface water as required under the law. Lessee's obligations and liabilities under this paragraph shall continue so long as Lessor bears any liability or responsibility under the Environmental Laws for any action that occurred on the Premises or any improvements thereon. This indemnification of Lessor by Lessee includes, without limitation, costs**

incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material located on the Premises or any improvements thereon, or present in the soil or ground water on, under or about the Premises.

2. The parties agree that Lessor's right to enforce Lessee's promise to indemnify is not an adequate remedy at law for Lessee's violation of any provision of this Section. Lessor shall also have all other rights and remedies provided by law or otherwise provided in this Agreement.
3. Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon.
4. Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises or to respond to any governmental investigation or to respond to any claim of liability by third parties, which is related to environmental contamination.
5. Lessee shall immediately notify Lessor of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.
6. Nothing in Section 3.01 will make Lessee liable or responsible for, and Lessee shall have no obligations related to any hazardous materials which

(i) existed on, under or about the Premises prior to Lessee's occupation under this Agreement or any previous lease Agreement with Lessor for the Premises, (ii) which migrate to the Premises from off-site, or (iii) are introduced to the Premises during Lessor or its employees, agents or contractors, or any other person or entity except to the extent caused by Lessee or its employees, agents, contractors or Air carriers.

7. Lessor shall use commercially reasonable efforts to cause its other Lessees in the General Aviation area to comply with all Environmental Laws.

**C. Reporting.**

1. At any time that Lessee submits any filing pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the Federal Aviation Administration (FAA), the Environmental Protection Agency (EPA) or the Texas Commission on Environmental Quality (TCEQ), Lessee shall provide duplicate copies of the filing(s) and all related documents to Lessor.
2. Within ninety (90) days after expiration, termination or cessation of this Lease for any reason, Lessee shall provide a current Phase I environmental site assessment of the Premises prepared in accordance with recognized industry standards; and if, in the opinion of Lessor and based on report findings, the Premises shall require environmental remediation, Lessee shall perform same to return the Premises into a condition equal or better to that as of the effective date of the Lease. Lessor shall provide Lessee access to the Premises as needed in order for Lessee to comply with its obligations pursuant to this Section 3.05(C)(2).

**Section 3.06 [Reserved]**

**Section 3.07 Utilities.**

Lessor shall pay for utilities directly, as Lessee's costs for utility services are included in the amount described in Section 5.01 of this Lease. Lessee shall have the right to connect to utility outlets upon the Premises.

**Section 3.08 Trash, Garbage, and Other Refuse.**

Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the use of the Premises. Lessee shall provide and use suitable covered commercial type receptacles for all such garbage, trash and other refuse, and will maintain these receptacles, screened from view of adjoining properties or public streets in an attractive, safe, and sanitary manner. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner, on or about the Premises shall not be permitted.

**Section 3.09 Permitted Uses.**

Lessee covenants and agrees that in no event will it enter into any business activity on the Airport other than those specified in Section 1.04.

**Section 3.10 Signage.**

Signs shall not be permitted on the Premises.

**Section 3.11 Authorization to Enter Restricted Area.**

Lessee understands that all of its agents, employees, servants or independent contractors must be authorized by Lessor to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Lessee understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person.

**Section 3.12 Security.**

Lessee is familiar with the restrictions imposed on Lessor by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Lessee recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with TSA requirements. Lessee shall also require that all personnel of any subcontractor or sublessee shall also be similarly badged and/or escorted.

**Section 3.13 Penalties Assessed by Federal Government.**

Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor for any violation of a federal rule or regulation as a result of any act on part of Lessee, its agents, servants, employees, invitees, or independent contractors, Lessee will, upon invoice, promptly reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) days of receipt of written notice shall be an event of default hereunder.

**ARTICLE IV - TERM OF LEASEHOLD**

**Section 4.01 Term.**

The term of this Lease shall be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of three (3) months ("Initial Term"), commencing on June 1, 2021 ("Effective Date").

**Section 4.02 Option to Extend.**

If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for three (3) additional terms of 3 (three) months by notifying Lessor in writing of Lessee's election at least thirty (30) days prior to the expiration of the Initial Term or an Option Period.

**Section 4.03 Termination.**

Either party may terminate this Lease upon ten (10) days written notice to the other party.

**Section 4.04 National Emergency.**

In the event that the rights and privileges hereunder are suspended by reason of war or other national emergency, the parties will negotiate in good faith a reasonable resolution of this lease under the circumstances.

**ARTICLE V – RENTALS**

**Section 5.01 Rental.**

For the purpose of computing the rental payments, Lessor and Lessee agree that the Premises comprise the following:

9,500 Sq. ft. of Warehouse Space

Lessee shall pay a rental rate of TWO THOUSAND FIVE HUNDRED DOLLARS AND NO/100 (\$2,500.00) per month, which sum includes the electrical service provided at the Premises.

**Section 5.02 Commencement of Rental.**

Payment of Rental by Lessee to Lessor shall commence on the Effective Date, as described in Section 4.01 of this Lease.

Notwithstanding anything to the contrary, Lessee's obligation to pay any Rental under this Lease shall be expressly contingent upon Lessee's receipt of a valid, signed W-9 form from Lessor at least fourteen (14) days prior to the Effective Date. If Lessor fails to provide a valid, signed W-9 form, any such failure by Lessee to pay any Rental shall not impact Lessor's obligations under this Lease, nor shall it prohibit Lessee from occupying the Premises as of the Effective Date.

**Section 5.03 Security Deposit.**

There shall be no security deposit required for this Lease.

**Section 5.04 Unpaid Rent, Fees and Charges.**

Any installment of rent, any fees, or other charges or monies accruing under any provisions of this Lease that are not received by the end of the month in which payment is due, shall bear interest at the rate of 18% per annum.

**Section 5.05 Time of Payment.**

All rental due hereunder shall be paid on the first day of each month subject to this Lease upon applicable invoice provided to Lessee from Lessor, or on the Effective Date in the case of the first month of the Initial Term.

**Section 5.06 Place of Payment.**

All payments provided herein shall be paid to Lessor at the following address:

Accounting Division  
El Paso International Airport  
P.O. Box 971278  
El Paso, Texas 79997-1278.

## **ARTICLE VI - DAMAGE OR DESTRUCTION OF PREMISES**

### **Section 6.01 Damage or Destruction.**

If the Premises or any portions thereof, or structures of which such space may be a part, be damaged by fire or other casualty not caused by Lessee, the Director shall notify Lessee within ten (10) days whether the space shall be repaired. If the space is to be repaired, it shall be repaired with due diligence by Lessor, and the rental allocable to the Premises rendered untenable shall be abated for the period from the occurrence of the damage to the completion of the repairs, provided that Lessor will exert its best effort to provide Lessee with temporary substitute space, if available, at such rent as deemed necessary and reasonable by City, until such time as the repairs are completed.

If the Director shall fail to notify Lessee of its decision to repair any untenable Premises within ten (10) days after the destruction, Lessor will be deemed to have elected to terminate this agreement as to the space damaged and destroyed, and the agreement shall automatically terminate as to such space as of the date of the damage or destruction.

### **Section 6.02 Damage Caused by Lessee.**

Notwithstanding the provisions of this Article 6, in the event that due to the negligence or willful act or omission of Lessee, its employees, its agents, or licensees, Premises shall be damaged or destroyed by fire, other casualty or otherwise, there shall be no abatement of rent during the repair or replacement of said Premises. To the extent that the costs of repair or replacement shall exceed the amount of any insurance proceeds payable to Lessor by reason of such damage or destruction, Lessee shall pay the amount of such additional costs to Lessor.

## **ARTICLE VII - INSURANCE AND INDEMNIFICATION**

### **Section 7.01 Liability Insurance.**

Prior to the execution of this Agreement, Lessee shall obtain, provide proof of, and shall maintain for the term of this Agreement, the types and amounts of insurance coverage listed below, in amounts as reasonably set from time to time by the Director, but not less than:

Comprehensive General Liability Insurance in amounts not less than One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence,

Two Million Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence, and



One Million Dollars (\$1,000,000.00) for Property Damage arising out of each occurrence,

or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

**Section 7.02 Additional Insured.**

Lessor shall be named as an Additional Insured on all insurance policies either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy.

All policies shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the Lessor or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

Commercial General Liability and Property Damage coverage requirements may be satisfied through a combination of individual policy limits and umbrella coverage but the amounts under each type of coverage shall be subject to the final approval of the City's Risk Manager.

**Section 7.03 Fire and Extended Coverage Insurance.**

Lessor agrees that, at all times throughout the term of this Agreement, it will keep the Premises insured under a Texas Standard Policy of Fire and Extended Coverage Insurance, for an amount equivalent to ninety percent (90%) of the replacement cost, such replacement cost to be redetermined every three (3) years. Upon receipt of a statement therefor, Lessee shall reimburse Lessor for Lessee's pro rata share thereof. Said share shall be calculated on a pro rata basis utilizing the square footage of each Lessee's occupancy divided by the total square footage of the Premises.

If the operations conducted by Lessee, or anyone holding under Lessee, on the Premises should require the payment of a greater premium for fire and extended coverage insurance than would customarily be payable for the conduct of the activities permitted hereunder, then the amount of such additional premium cost shall also be reimbursed by Lessee to Lessor upon invoice.

**Section 7.04 Authorized Insurance and Surety Companies.**

All required policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor, such approval not to be unreasonably withheld. Certificates of insurance shall be delivered to Lessor at least ten (10) calendar days prior to the effective date of the insurance policy for which the certificate is issued and prior to the Effective Date of this Lease. Each insurance policy shall contain:

- A. a statement of the coverage provided by the policy;
- B. a statement certifying the Lessor to be listed as an additional insured in the policy;
- C. a statement of the period during which the policy is in effect;

- D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and
- E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

**Section 7.05 Indemnification.**

**WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S ACTIVITIES ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON RECEIPT OF WRITTEN NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. THE OBLIGATIONS OF LESSEE UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE LEASE.**

**ARTICLE VIII - [RESERVED]**

**ARTICLE IX - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER**

**Section 9.01 Expiration.**

This Agreement shall expire at the end of the term or any extension thereof.

**Section 9.02 Cancellation.**

This Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of ten (10) days after Lessor has notified Lessee in writing that payment was not received when due.
- B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property;

- C. Make any general assignment for the benefit of creditors;
- D. Abandon the Premises while rent is in arrears;
- E. Default in the performance of any of the covenants and conditions required herein (except rental payments) to be kept and performed by Lessee, and such default continues for a period of ten (10) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence and thereafter diligently perform such action as may be reasonably necessary to cure such default;
- F. Be adjudged bankrupt in involuntary bankruptcy proceedings;
- G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ten (10) days after the appointment of such receiver; or

In any of the aforesaid events, 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.

Failure of Lessor to declare this Agreement canceled upon the default of Lessee for any of the reasons set out shall not operate to bar or destroy the right of Lessor to cancel this Agreement by reason of any subsequent violation of the terms of this Agreement.

No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue, or extend the term of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

**Section 9.03 Surrender of Possession.** Upon the expiration or cancellation of this Lease, Lessee's rights, possession and use of all Premises and facilities shall cease, and Lessee shall immediately surrender the same. Lessee shall restore the Premises to its original condition as of the beginning of occupancy, original wear and tear excepted.

**Section 9.04 Repossessing and Reletting.**

In the event of default by Lessee hereunder which shall remain uncured after the required notices have been given pursuant to this Agreement, and for such time as provided herein, Lessor may at once thereafter, or at any time subsequent during the existence of such breach or default:

- A. Enter into and upon the Premises or any part thereof and repossess the same, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and

- B. Either cancel this Agreement by notice or without canceling this Agreement, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Agreement, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within thirty (30) days after receipt of notice of deficiency.

**Section 9.05 Assignment and Transfer.**

Lessee is not permitted to assign this Agreement without first obtaining Lessor's written consent; said consent shall not be unreasonably withheld, conditioned or delayed. The foregoing notwithstanding, any person or entity to which this Agreement is assigned to, pursuant to the Bankruptcy Code, 11 U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Agreement on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

**Section 9.06 Subleasing.**

Lessee shall not be permitted to sublease all or any part of the Premises.

**Section 9.07 Landlord's Lien.**

Lessee agrees that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, which is placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way affect the statutory landlord's lien given by law, but shall be in addition to that lien, and Lessee grants to Lessor a security interest in all of Lessee's personal property placed in or on the Premises for purposes of this contractual lien. Provided, however, that the terms of this provision shall have effect only to the extent they are not inconsistent with the rules and regulations of the Interstate Commerce Commission and any other laws pertaining thereto and the Railroad Commission of the State of Texas. In the event Lessor exercises the option to terminate the leasehold as provided herein, Lessor, after providing reasonable notice to Lessee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Lessee's property on the Premises and sell it at public or private sale after giving Lessee reasonable notice of time and place of any public sale or of the time after that any private sale is to be made, for cash or credit, for such prices and terms as Lessor deems best. The proceeds of the sale shall be applied first to the necessary and proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Lease, with the balance, if any, to be paid to Lessee.

## ARTICLE X - GENERAL PROVISIONS

### **Section 10.01 Continuity of Deed Restrictions and Covenants.**

This Lease agreement is subject to the terms, covenants and conditions contained in the Declaration. Lessor reserves the right to revise the standards set forth in Exhibit "B" provided, however, that such revisions will not cause a substantial reduction in the value of Lessee's leasehold interest, result in a material cost or expense to Lessee, or be contradictory to the reasonable and prudent operation of property located within General Aviation area similar to the Premises. Lessor's right to revise the restrictions and covenants contained in the Declaration, is limited to the right to revise said document because of the development of new concepts or improved construction and architectural techniques and, in any event, such revisions shall be operative on a going forward basis only and shall not apply retroactively to any existing improvements.

### **Section 10.02 Liability for Property Damage.**

Lessor shall not be liable for loss or damage to the Trailers stored on the Premises. Lessee agrees that its Trailers are stored at the Premises at Lessee's sole risk.

### **Section 10.03 Right of Flight.**

Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for the use of said airspace for landing on, taking off from or operation on the Airport.

Lessor reserves to itself, its successors and assigns, for the use and benefit of the public, a continuing right and easement over the Premises to take any action it deems necessary to prevent the construction, erection, alteration or growth of any structure, tree or other object in the vicinity of the runways at the Airport which would constitute an obstruction to air navigation according to the criteria or standards prescribed in Subpart C of Part 77 of the Federal Aviation Regulations.

Lessor reserves for itself, its successors and assigns the right to prevent any use of the Premises which would interfere with aircraft landing on or taking off from the Airport and the right to prevent any other use of the Premises which would constitute an airport hazard.

### **Section 10.04 Time Is of the Essence.**

Time is and shall be deemed of the essence in respect to the performance of each provision of this Agreement.

### **Section 10.05 Notices.**

All notices provided to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

LESSOR: City of El Paso  
Attn: City Clerk  
P.O. Box 1890  
El Paso, Texas 79950-1890

COPY TO: Director of Aviation  
El Paso International Airport  
6701 Convair Road  
El Paso, Texas 79925-1099

LESSEE: Far West Texas & Southern New Mexico Trauma Regional Advisory  
Council  
Attn.: Todd Haugen  
6605 Threadgill Ave  
El Paso, Texas 79924

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown for delivery or rejection on the return receipt. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

**Section 10.06 Attorney's Fees.**

If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

**Section 10.07 Agreement Made in Texas.**

The laws of the State of Texas shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts in El Paso County, Texas.

**Section 10.08 General Civil Rights Provision.**

Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the transferor.

This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

**Section 10.09 Compliance with Nondiscrimination Requirements.**

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 10.07 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 10.07 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because

of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

**Section 10.10 Affirmative Action.**

Lessee assures that (except as mandated by security requirements imposed by Lessee's federal government customers) it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, and any amendments thereto, and any other federal statutes or regulations applicable to the receipt of federal assistance from the Department of Transportation by local governments for Airport use, or otherwise applicable to persons leasing premises from the City of El Paso, to insure that no person shall, on the grounds of race, color, sex, age, disability or national origin be excluded from participating in or receiving the services or benefits of any program of activity covered by this Subpart. Lessee assures that to the extent required by applicable governmental requirements, it will require that its covered sub-organizations (sublessees) provide assurances to Lessor, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublessees) to the same effect.

**Section 10.11 FAA Order 1400.11.**

Pursuant to Federal Aviation Administration Order 1400.11, effective August 27, 2013, and because the described premises are located at the El Paso International Airport which is subject to regulation by, among others, the U.S. Federal Aviation Administration, the parties specifically agree to the following (except as Lessee is mandated by security requirements imposed by Lessee's federal government customers):

1. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Lease for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, Lessee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.  
  
B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix C]
2. A. Lessee for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with



the land, that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said Premises and the facilities thereon, and hold the same as if said easement had never been made or issued. [FAA Order 1400.11, Appendix D]

3. A. During the term of this Lease, Lessee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
  - 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
  - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
  - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
  - The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
  - Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
  - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
  - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

B. In the event of breach of any of the covenants in this section 3, Lessor shall have the rights and remedies set forth in sections 1 and 2 above, in addition to all other rights and remedies available to it under applicable law. [FAA Order 1400.11, Appendix E]

**Section 10.12 Cumulative Rights and Remedies.**

All rights and remedies of Lessor here enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.

**Section 10.13 Interpretation.**

Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

**Section 10.14 Agreement Made in Writing.**

This Agreement contains all of the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by agreement in writing signed by the parties hereto or their respective successors in interest.

**Section 10.15 Paragraph Headings.**

The Table of Contents of this Agreement and the captions of the various articles and sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Lease or any part or parts of this Lease.

**Section 10.16 Severability.**

If any provision of this Lease is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this agreement will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this agreement a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Section 10.17 Successors and Assigns.**

All of the terms, provisions, covenants and conditions of this agreement shall inure to the benefit of and be binding upon Lessor and Lessee and their successors, assigns, legal representatives, heirs, executors and administrators.

**Section 10.18 Taxes and Other Charges.**

Lessee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the term of this agreement including any extensions or option periods granted thereto. Lessee in good faith may contest any tax or governmental charge; provided that Lessee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

**Section 10.19 Waiver of Warranty of Suitability.**

LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. EXCEPT AS OTHERWISE PROVIDED IN THIS LEASE, LESSEE LEASES THE PREMISES AS-IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

**Section 10.20 Survival of Certain Provisions.**

All provisions of this agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this agreement hereunder shall survive such expiration or termination of this agreement, including without limitation, Section 3.05.

**Section 10.21 Authorization to Enter Agreement.**

If Lessee signs this agreement as a corporation, Lessee warrants to Lessor that Lessee is a duly authorized and existing corporation, that Lessee is qualified to do business in the State of Texas, that Lessee has full right and authority to enter into this agreement, and that each and every person signing on behalf of Lessee is authorized to do so. Upon Lessor's request, Lessee will provide evidence satisfactory to Lessor confirming these representations.

**Section 10.22 Effective Date.**

Regardless of the date signed, this agreement shall be effective as of the date noted in Section 4.01 of this Lease.

**LESSOR'S SIGNATURE AND ACKNOWLEDGMENT**

IN WITNESS WHEREOF, the parties have hereunto set their hands as of this \_\_\_\_ day  
of \_\_\_\_\_, 2021.

**LESSOR: CITY OF EL PASO:**

\_\_\_\_\_  
Tomás González  
City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Josette Flores  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Samuel Rodriguez, P.E.  
Director of Aviation

**ACKNOWLEDGMENT**

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2021 by  
Tomás González as City Manager for the City of El Paso, Texas (Lessor).

\_\_\_\_\_  
Notary Public, State of Texas

My Commission Expires:  
\_\_\_\_\_

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

**LESSEE'S SIGNATURE AND ACKNOWLEDGMENT**

**ATTEST:**

**LESSEE: Far West Texas & Southern New Mexico Trauma Regional Advisory Council**

Wanda Helgesen  
Name:

[Signature]  
Name: Todd Haugen  
Title: Board Chair

**ACKNOWLEDGMENT**

THE STATE OF Texas )  
COUNTY OF El Paso )

This instrument was acknowledged before me on this 21 day of May, 2021 by Todd Haugen, as Board Chair of Far West Texas & Southern New Mexico Trauma Regional Advisory Council (Lessee).

[Signature]  
Notary Public, State of

My Commission Expires:  
Sept. 28, 2024



