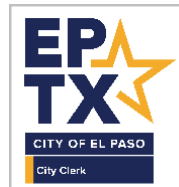


**CITY OF EL PASO, TEXAS  
AGENDA ITEM  
DEPARTMENT HEAD'S SUMMARY FORM**



**DEPARTMENT:** Aviation

**AGENDA DATE:** 06/24/2025

**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON NAME:** Tony Nevarez

**PHONE NUMBER:** 1-915 212-7301

**2<sup>nd</sup> CONTACT PERSON NAME:** Deborah Olivas

**PHONE NUMBER:** 1-915 212-7337

**DISTRICT(S) AFFECTED:** 3

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

**SUBGOAL:** N/A

**SUBJECT:**

A Resolution that the City Manager, or designee, be authorized to sign a Shoeshine Concession Agreement by and between the City of El Paso and Los Amigos Shoeshine for shoe shine services inside the El Paso International Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for 9.5% of gross receipts and for an initial period of two (2) years with two (2) additional one (1) year options to extend.

**BACKGROUND / DISCUSSION:**

Los Amigos Shoeshine wishes to continue operating two (2) shoe shine stands at the El Paso International Airport. The Concession sites are in the airport's main lobby and upper level in Concourse B. This concession offers a unique and timeless service. Operating at the airport since 2005, the shoe shine service is a valued amenity for travelers and employees.

**COMMUNITY AND STAKEHOLDER OUTREACH:**

N/A

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

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

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

N/A

| NAME | AMOUNT (\$) |
|------|-------------|
|      |             |

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

**DEPARTMENT HEAD:**

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

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

That the City Manager, or designee, be authorized to sign a Shoeshine Concession Agreement by and between the City of El Paso and Los Amigos Shoeshine for shoe shine services inside the El Paso International Airport Terminal Building, located at 6701 Convair Road, El Paso, Texas 79925, for 9.5% of gross receipts and an initial period of two (2) years with two (2) additional one(1) year options to extend.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2025.

### CITY OF EL PASO:

ATTEST:

\_\_\_\_\_  
Renard U. Johnson, Mayor

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

### APPROVED AS TO FORM:



\_\_\_\_\_  
Ignacio Troncoso  
Assistant City Attorney

### APPROVED AS TO CONTENT:



\_\_\_\_\_  
Juan Antonio Nevarez, CM, ACE, IACE  
Director of Aviation

**CONCESSION AND LICENSE AGREEMENT**

**EL PASO INTERNATIONAL AIRPORT  
EL PASO, TEXAS**

**Los Amigos Shoeshine  
CONCESSIONAIRE**

**July 1, 2025  
EFFECTIVE DATE**

## **CONCESSION AND LICENSE AGREEMENT**

**THIS CONCESSION AGREEMENT** is made this 1st day of July, 2025 between the **CITY OF EL PASO** (“City”) and **Los Amigos Shoeshine**, (“Concessionaire”).

**WHEREAS**, the City owns and operates the El Paso International Airport located at 6701 Convair Road, El Paso County, Texas 79925 (“Airport”);

**WHEREAS**, the Concessionaire is engaged in the operation of a shoeshine business and is prepared, equipped, and qualified to supply shoeshine services for the operation of a shoeshine business at the Airport;

**WHEREAS**, the City deems it advantageous to itself and to its operation of the Airport to grant and lease unto the Concessionaire the shoeshine concession areas and certain rights, licenses and privileges, as hereinafter set out; and

**WHEREAS**, the Concessionaire desires to operate shoeshine concession in the areas designated by the City in the Airport terminal building.

**NOW, THEREFORE**, the parties agree as follows:

### **ARTICLE I – CONCESSION PRIVILEGES**

#### **1.01 CONCESSION SITE.**

The shoeshine concession shall be located and operated in two (2) areas: Lower level of the Airport terminal building consisting of approximately 40 square feet, and (1) on the Upper Level of the east concourse of the Airport terminal building, consisting of approximately 46 square feet. Both areas are identified on Exhibit “A”, which is attached hereto and incorporated herein by reference, and shall collectively be referred to as the “Concession Site”.

The Concessionaire may request additional location(s) subject to approval of the Director of Aviation, be include in the Concession Site. In the event additional locations are approved, Exhibit A will be revised to identify all areas where the shoeshine concession can operate, and the revised exhibit will be dated and signed by the Concessionaire and the Director of Aviation.

**1.02 DESCRIPTION OF PRIVILEGES, USES AND RIGHTS.** The City grants to the Concessionaire the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

- A. The exclusive right, license and privilege to locate, maintain and operate a shoeshine business in the Airport terminal building for the purpose of providing shoeshine services to the public from the Concession Site.
- B. The concession rights granted herein shall be subject to all applicable laws, ordinances, rules and regulations.
- C. The right to temporarily install (or cause to be installed) and operate appropriate

signs in the Concession Site to advertise the shoeshine concession; provided that such installation and operation shall be subject to the prior written approval of the Director.

- D. City hereby grants to Concessionaire the rights of ingress to and egress from the Concession Site by Concessionaire and its officers, employees, agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations relating to the use and operations at the Airport and subject further at all times, to the Director's approval and control.

### **1.03 CONDITIONS AND TERMS.**

This Agreement is entered into subject to the following conditions and terms.

- A. That no alteration of the Concession Site or use of the Concession Site shall be made without the prior written consent of the Director.
- B. The Director, from time to time, may require Concessionaire to relocate its shoeshine operations to other locations at the Concessionaire's sole expense, to other locations in and around the Airport terminal building during the term of this Agreement. The Director will determine the location of all and any temporary Concession Site and will provide the Concessionaire ten business days' prior written notice of any relocation.
- C. 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 City now in force or hereafter prescribed or promulgated by charter authority or by law.
- D. The Concessionaire warrants and agrees that it is able to and will provide and maintain first-class quality facilities and service on the Airport during the term of this agreement.
- E. Concessionaire will utilize only the roadways, or other direction, path, route, or form of travel City may designate, from time to time, for Concessionaire's operation and movement on or about the Airport.
- F. Any improvements, facilities, decorations, fixtures, equipment, supplies and cabinets furnished by the Concessionaire shall be in keeping with the general decor of the terminal building and shall be subject to the written approval of the Director

prior to installation.

## **ARTICLE II - INSTALLATIONS BY CITY AND CONCESSIONAIRE**

### **2.01 TERMINAL BUILDING SPACE.**

A. The City shall provide:

- (1) Two (2) seating units owned by the City which are located within the Lower Level of the Airport terminal building and on the Upper Level of the east concourse of the Airport terminal building.
- (2) Authorization to Enter Restricted Area. Concessionaire understands that all of its agents, employees, servants or independent contractors must be authorized by City to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Concessionaire understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any other 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 as required. If armored personnel is required for installation, maintenance or cash replenishment services, police escort or other required security as required by the Director or designee must be coordinated in advance.
- (3) Existing lighting, air conditioning, and electrical service for the Concession Site.
- (4) City represents and warrants the Concession Site complies with all requirements of all applicable governmental authorities in effect as of the Effective Date. During the Initial Term and any extensions or renewals thereof, City shall take appropriate and timely action to maintain the Terminal 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 Concessionaire; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Premises by Concessionaire, then Concessionaire shall bear the cost of compliance.
- (5) Notwithstanding any other provision of the Lease to the contrary, City represents and warrants that all the systems and equipment that are the responsibility of City shall be in good operating condition on the Effective Date. If any of the described existing systems or equipment that are the responsibility of City shall fail during this Agreement, then City shall rectify

such failure at its sole cost and expense, except for any systems installed by Concessionaire.

B. The Concessionaire shall provide:

- (1) All leasehold improvements, including, but not limited to, sales counters, display cabinets, interior partitions, additional lighting fixtures, decorations and all other fixtures, equipment and supplies
- (2) All equipment, furniture, furnishings and fixtures necessary in the proper conduct of the Concessionaire's business with the exception of two (2) seating units as identified in Section 2.01 A. (1). The Concessionaire will be responsible for providing any seating units at any locations added to the Concession Site.
- (3) Maintenance of equipment in a safe, neat and attractive condition at all times. No equipment, including but not limited to stand shall be installed or placed in the Terminal without the prior approval in writing of the Director.
- (4) Installation of additional outlets or circuits if necessary for proper functioning of the Kiosk with the prior written approval of the Director or designee, including internet and other necessary telecom services or equipment.
- (5) Concessionaire is familiar with the restrictions imposed on City 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. Concessionaire 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 Airport requirements. Concessionaire shall also require that all personnel of any subcontractor or sub concessionaire shall also be similarly badged and/or escorted.

**2.02 ALTERATIONS, ADDITIONS OR REPLACEMENTS.**

Following completion of the initial installations by the Concessionaire, the Concessionaire shall make no alterations, additions or replacements to the Concession Site without the prior written approval of the Director. Any improvements made without approval shall be considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article VII and require Concessionaire to remove said unapproved improvement at Concessionaire's sole cost.

## **ARTICLE III - SERVICES TO BE PERFORMED BY CONCESSIONAIRE**

### **3.01 HOURS OF OPERATION.**

The shoeshine concession will be available, operable and continuously open for business to the public six (6) days a week during the hours of operation established by the Director. The Director of Aviation reserves the right to assign new hours or to modify the schedule to accommodate peak hours at the Airport. Concessionaire may only change established hours with written permission approval of the Director or his or /her designee.

### **3.02 TYPE OF OPERATION.**

The Concessionaire shall insure that service is available on a fair, reasonable and non-discriminatory basis to the public. Service shall be prompt, courteous and efficient and shall be adequate to meet the demands of the customers on the Airport.

The Concessionaire shall maintain and operate the concession in a clean, functional, user-friendly, and up to date manner and shall keep the Concession Site in a safe, clean, and orderly condition at all times, satisfactory to the City. All services shall conform in all respects to federal, state and municipal laws, ordinances and regulations. The Concessionaire shall continuously maintain any necessary licenses or permits at its sole expense.

### **3.03 PERSONNEL**

The Concessionaire shall at all times, retain an active, qualified, competent and experienced manager to supervise the concession operations and be authorized to represent and act for the Concessionaire.

The Concessionaire shall be required to properly uniform or dress its attendants and employees, who shall be clean, courteous, efficient and neat in appearance at all times. The Concessionaire shall not employ any person or persons who shall use improper language or act in a loud, boisterous and otherwise improper manner or who are unable to meet the required security regulations applicable at the Airport.

The Concessionaire shall maintain a close check over attendants and employees to ensure the maintenance is of a high standard of service to the public, the performance of such obligation to be determined at the sole and reasonable discretion of the City. The Concessionaire shall replace the service the services of any attendant or employee whose conduct the Director feels is detrimental to the best interest of the Airport or the City of El Paso.

### **3.04 COMPLIANCE WITH LAWS.**

The Concessionaire, its attendants and employees, shall observe and obey 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 City or Concessionaire, with respect to the use, or occupation of the Premises and any improvements thereon. By way of example and not in limitation of the foregoing, the execution of this Agreement and approval of Concessionaire's plans by the Airport shall not preclude the requirement that Concessionaire obtain all other approvals necessary for



development of Concessionaire's project such as, but not limited to, all permits, franchises, licenses, certificates and other authorizations required by law and shall pay all special fees or charges levied or assessed within the banking.

Concessionaire agrees to comply with the Americans with Disabilities Act, make or cause to be made all such alterations to the Concession Site, and any improvements thereon, including, without limiting the generality of the requirements of this sentence, removing such barriers and providing such alternative services, as shall be required by 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 ("Disabilities Act").

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

### **3.05 SOLICITATION AND CONDUCT.**

The Concessionaire shall prohibit its agents, servants, attendants, and employees from engaging in the solicitation of its Kiosk services on or about the Airport in a loud, boisterous, offensive or objectionable manner. In the event of questionable conduct in such solicitation, the Director or designee shall be sole judge in determining if said conduct is a violation of this paragraph. Upon receipt of notice from the Director or designee, the Concessionaire shall immediately take all steps necessary to eliminate the undesirable condition.

The Concessionaire, its agents, servants, attendants, and employees shall so conduct the Kiosk business on the Airport to maintain a friendly and cooperative relationship with other companies engaged in business at the Airport. The Concessionaire shall not engage in open public disputes, disagreements or conflicts that would tend to deteriorate the quality of the Kiosk service of the Concessionaire or which would be incompatible with the best interest of the public at the Airport. The Director or designee, shall have the right, but not be required, to resolve all such disputes, disagreements or conflicts; and her determination thereof or the manner in which the Concessionaire shall thereafter operate shall be binding upon the Concessionaire.

### **3.06 TRASH, GARBAGE, ETC.**

The Concessionaire 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 operation of its business.

### **3.07 COST OF SHOESHINE CONCESSION.**

The Concessionaire shall bear, at its sole expense, all costs of operating the concession and shall pay, in addition to the rent fee, all other costs connected with the use of the Concession Site and facilities, including, but not limiting the generality hereof, maintenance, insurance, any and all taxes, and all permits and licenses required by law. The Concessionaire shall have the right, however, at the Concessionaire's sole cost and expense, to contest the legality of any tax, levy or assessment but shall not allow disputed amounts to remain unpaid during such contest. Failure to pay any taxes or assessments in a timely manner may result in termination of this Concession

Agreement.

### **3.08 MAINTENANCE.**

The Concessionaire shall, at its sole cost and expense, maintain the Concession Site and every part thereof in good order and repair and in good and safe condition; repair all damages caused by its employees, patrons, customers or its operation of said service; and maintain and repair all equipment on said Concession Site.

The Concessionaire further understands and agrees that the Director, or designee, shall be the sole judge of the quality of maintenance, upon written notice by the Director or designee to the Concessionaire, will be required to perform whatever maintenance the City deems necessary. If said repair is not undertaken by the Concessionaire within ten (10) days after receipt of written notice, the City will have the right to perform the necessary repair through an appropriate contractor, the cost of such repairs and maintenance shall be borne by the Concessionaire.

## **ARTICLE IV - TERM OF AGREEMENT**

### **4.01 TERM.**

The initial term of this Agreement shall be for a period of two years, commencing on the Effective Date above unless either party gives written notice to the other party no later than ninety (90) days prior to the expiration date, with two (2) additional one (1) year options to extend.

### **4.02 NATIONAL EMERGENCY.**

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

## **ARTICLE V – FEES, RENT, MINIMUM ANNUAL GUARANTEE AND PERCENTAGE FEES**

### **5.01 CONCESSION SITE RENT.**

Concessionaire agrees to pay nine point five percent (9.5%) of Gross Receipts (the “Percentage Fee”).

The Percentage Fee shall be paid to the Lessor on or before the 20th day of the month following the month for which the Gross Receipts were reported.

The term "Gross Receipts" is defined as all income received by Lessee from the conduct of its business in the Premises. It shall be all-inclusive whether or not said income is made by cash or credit, or whether the income is collected or uncollected. Sales made from the Premises shall include items ordered in the Premises, whether in person or by computer or telephone and items which will be shipped to a customer as a result of a sale on the Premises.

Deductions from the calculation of Gross Receipts shall be allowed only for the amount of any federal, state, or local excise and sales taxes presently or hereafter levied upon such revenue.

### **5.02. TIME OF PAYMENT.**

The full Percentage Fee is due, and a monthly report showing the number of Transactions is due no later than the 20<sup>th</sup> day of each month for the prior months' activity. On or before the 20<sup>th</sup> day of each month, the Concessionaire must submit to the City a detailed statement showing the Transactions generated from the concession during the immediately preceding calendar month and shall simultaneously pay to the City the Percentage Fee as defined herein for the immediately preceding calendar month. The Monthly report must be submitted electronically to [ELPreports@elpasotexas.gov](mailto:ELPreports@elpasotexas.gov) as required in Section 5.06. Any late payments shall bear interest at the highest rate allowed by law.

### **5.02 RECORDS OF CONCESSIONAIRE.**

With respect to business done by it hereunder, the Concessionaire shall keep true and accurate amounts, records, books, and data which shall show all sales made, and services performed for cash, credit, or otherwise, without regard to whether paid or not, and all Transactions of the Concessionaire, as defined in this Agreement.

The Concessionaire agrees to operate its business upon the Airport in such a manner that a receipt, if applicable, shall be issued with each transaction, and to deliver these documents to the Airport within twenty (20) days and at no cost to the City after a request for the documents has been made by the Director. The Concessionaire further agrees to keep books and records, in accordance with generally accepted accounting practices, and such other records as the City may request. The receipts, if applicable, and all other books and records of the Concessionaire, in paper form or in electronic form, as referenced in this Agreement, shall be available for inspection or audit by authorized representatives of the City at all reasonable times during business hours for a minimum period of one (1) year after the end of each Agreement Year and after any hold over period, if any. If an audit is required, appropriate records will be maintained legally for a period of sixty (60) days after completion of the audit.

With the payment of monthly percentage fee due pursuant to this Agreement, the Concessionaire shall submit to the City a report showing all Transactions as defined in this Agreement, the amount of the Fee, the amount owed to the City, the number of transactions, and the amount Concession fee remitted, from the operation of the Concession for the preceding calendar month. These reports shall be submitted on the form provided herein as Exhibit "B". The City prefers that the monthly report be submitted electronically, in Excel format or PDF format, to the following email address: [ELPreports@elpasotexas.gov](mailto:ELPreports@elpasotexas.gov). Failure to comply with the reporting requirements as stated above will constitute an Event of Default under this Agreement by the Concessionaire.

Within ninety (90) days following the end of each Agreement Year, a statement showing Transactions for the preceding Agreement Year shall be submitted and certified from the Concessionaire's records by an officer of the corporation. Such statement shall be signed and certified by the certified public accountant as an accurate report of the Concessionaire's Transactions for the preceding Agreement Year. Such statement showing Transactions for the preceding Agreement Year is to be accompanied by the Concessionaire's payment covering any deficiency between payment made during the preceding Agreement Year and the payment due for such Agreement Year as identified in the statement certified by the certified public accountant. If the statement indicates that the amounts due to the City is less than the payments made for the

preceding year, then the City will reimburse to the Concessionaire the excess amount without interest.

If, after the submission of the Concessionaire's annual statement, the City has reasonable questions about the accuracy of the statement, the City shall have the right, at its sole option, to require the Concessionaire to submit at the Concessionaire's sole cost, a certified statement of Transactions prepared by an independent certified public accountant acceptable to the City. "Independent" shall mean a certified public accountant who is not affiliated in fact or appearance in any manner with the Concessionaire, its parent company or any subsidiaries. Any failure of the City to request a certified statement of Transactions by an independent certified public accountant in any Agreement Year shall not operate to bar or destroy the right of the City to request such a certified statement in any subsequent Agreement Year. The submission of such certified statement of Transactions by the Concessionaire shall not be construed to limit the City's right to request audits as set forth in this Agreement. The Concessionaire, at its own expense, shall supply all records in a type, style and form satisfactory to the Director of Aviation. The Concessionaire shall maintain monthly statements of Transactions, as required hereunder pursuant to Exhibit "B" of this Agreement, for a minimum of one (1) year at a place of business accessible to the City in El Paso, Texas. The Concessionaire shall maintain annual statements of Transactions, as required hereunder, at its principal place of business, for a minimum of five (5) years, and shall forward same to the City during that time, if requested by the City. The Concessionaire shall maintain monthly statements, as required hereunder, for a minimum of one (1) year at a place of business accessible to the City. The Concessionaire shall also maintain annual statements, as required hereunder, for a minimum of five (5) years at a place of business accessible to the City.

### **5.3 AUDIT.**

For the purpose of determining accuracy of reporting Transactions, the City may make a spot test audit and base its findings for the entire period upon such spot test; provided however, that such a spot test shall include at least twenty-five percent (25%) of the total time of the period being audited.

The Concessionaire further grants to the City or its designee the right, upon ten (10) days' written notice to the Concessionaire, to examine, audit, or inspect books, records, and accounts of the Concessionaire pertinent to the purpose of verifying the accuracy of the reports and statements furnished to the City, and for checking the amount of rental or other payments lawfully due the City under the terms of this Agreement. Upon receipt of the written notice, the Concessionaire shall bring to a place in the El Paso, Texas metropolitan area which has been selected by the City all books and records, together with all appropriate backup documentation, necessary for the City to effectively monitor the appropriateness of all rental and other fees paid or to-be-paid by the Concessionaire under this Agreement. If, following any such audit, any element of rental or fees changes by more than two percent (2%), all costs of such audit, including counsel, accounting or expert fees, shall be paid by the Concessionaire to the City within thirty (30) days of the City submitting a bill to the Concessionaire. Otherwise, the cost of the audit will be borne by the City.

Failure of the City to exercise its right to audit the Concessionaire, as set forth herein, shall in no way be construed as a waiver of any right to payment by the City of any rental or fees due the City under the terms of this Agreement, and the City hereby expressly reserves its rights under common

or statutory law, or otherwise, to enforce all terms of this Agreement, including any right to payment hereunder.

#### **5.04 DELINQUENT RENT.**

Without waiving any other right of action available to the City, any installment of rent, fees, or other monies accruing under the provisions of this Agreement that are not paid and received by the City by the twentieth day of the month in which payment is due, shall bear interest at the maximum rate allowed by law from the date when same was due by the terms hereof, until the same has been paid by the Concessionaire.

#### **5.05 DEFAULT FOR FAILURE TO PAY RENT, FEES OR CHARGES.**

Failure of the Concessionaire to pay any rent due within ten (10) days after the due date shall cause the Concessionaire to be in default under this Agreement. If the Concessionaire is in default for failure to pay amounts due, the City shall have the right, upon ten (10) days written notice or demand, to cancel this Agreement.

In the event of default under this section of the Agreement, the City shall then have the right to re-enter and resume possession of the Concession Site and to remove the Concessionaire's property there from without being guilty of any manner of trespass or conversion and without prejudice to any other remedies, which might be used by the City.

#### **5.06 PLACE OF PAYMENT.**

All rent payments provided herein shall be paid to the City at the following Address:

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

Payment via electronic funds transfer is encouraged provided that it is made through a system approved by the Director.

#### **5.07 CONTRACTUAL LIEN.**

It is expressly agreed that in the event of default in the payment of rent or any other sum due from Concessionaire to City under the terms of this Agreement, City shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Concessionaire which are placed in, or become a part of, the Concession Site, as security for rent due and to become due for the remainder of the Agreement 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 Concessionaire grants to City a security interest in all of Concessionaire's personal property placed in or on the Concession Site 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 or its successor agency, and any other laws pertaining thereto and the Railroad Commission of the State of Texas. City agrees that it will not levy a landlord's lien against any delivery vehicle or rolling stock or any of the goods or personal property of third parties in the possession of Concessionaire, any sub-

concessionaire or any assignee of the Concessionaire. In the event City exercises the option to terminate the leasehold as provided herein, the City, after providing reasonable notice to Concessionaire of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Concessionaire's property on the Premises and sell it at public or private sale after giving Concessionaire 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 City deems best. The proceeds of the sale shall be applied first to the necessary proper expense of removing, storing and selling such property, then to the payment of any rent due or to become due under this Agreement, with the balance, if any, to be paid to Concessionaire.

## **ARTICLE VI - INSURANCE AND INDEMNIFICATION**

### **6.01 Liability Insurance.**

Concessionaire, and any contractor or subcontractor that performs any service on behalf of Concessionaire under the terms of this agreement, shall obtain, provide proof of, and maintain for the term of this Agreement, the following:

1. Commercial General Liability Insurance for the benefit of City and Concessionaire, as their respective interests may appear, including all the usual coverage known as: (a) Premises/operations liability, (b) Products/completed operations, and (c) Personal/advertising injury for minimum limits of One Million Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, and One Million Dollars 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.
2. Automobile Liability with Minimum Limits of \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence; and
3. Statutory Workers' Compensation Insurance and Employers Liability Insurance with Minimum Limits of \$1,000,000 per occurrence.

City, its officials, employees, agents and contractors shall be named as an Additional Insured on all insurance policies, either in the policy itself and shall be reflected on the certificate of insurance or through an endorsement attached to the policy and the policies must contain a "blanket waiver of subrogation" clause in favor of the City.

The Concessionaire and their subcontractors' or sub-concessionaires insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Concessionaire's or Concessionaire's subcontractor's or sub-concessionaire's insurance and shall not contribute to the Concessionaire's or Concessionaire's subcontractor's or sub-concessionaire's insurance.

All policies shall provide either in the policy itself and have 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 fifteen (15) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

All such 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 City.

Prior to undertaking any work under this Agreement, the Concessionaire, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Agreement. Any deductibles or self-insured retentions shall be declared to, and approved by the City.

**Section 6.02 INDEMNIFICATION.**

**WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, CONCESSIONAIRE AGREES TO INDEMNIFY AND HOLD CITY 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 CONCESSIONAIRE'S ACTIVITIES ON THE CONCESSION SITE, ITS USE OF THE CONCESSION SITE, OR FROM ANY BREACH ON THE PART OF CONCESSIONAIRE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF CONCESSIONAIRE, 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 CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, CONCESSIONAIRE, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. THE OBLIGATIONS OF CONCESSIONAIRE UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE AGREEMENT.**

**ARTICLE VII - TERMINATION OF AGREEMENT, CANCELLATION,  
ASSIGNMENT AND TRANSFER**

**7.01 TERMINATION.**

This Agreement shall terminate at the expiration of the term hereof, or sooner as provided in this Agreement, and the Concessionaire shall thereafter have no further interest or right in the Concession Site.

**7.02 CANCELLATION BY CITY.**

This Agreement shall be subject to cancellation by the City in the event the Concessionaire 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 from the date said payments are 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 the Concessionaire's property.

- C. Make an assignment of any interest in this Agreement for the benefit of creditors.
- D. Be adjudged a bankrupt in involuntary bankruptcy proceedings.
- E. Be made a party to a receivership proceeding in which a receiver is appointed for the property of affairs of the Concessionaire.
- F. Abandon the Concession Site for ten (10) days.
- G. Default in the performance of any of the covenants and conditions required (except rental payments) herein to be kept and performed by the Concessionaire, and such default continues for a period of twenty (20) days after receipt of written notice from the City of said default.
- H. Violate any applicable laws, statutes or ordinances.

In any of the aforesaid events, the City may immediately cancel this Agreement and take immediate possession of the Concession Site and remove the Concessionaire's effects forcibly, if necessary, without being deemed guilty of trespassing and the Concessionaire shall cease all operation at the Airport immediately.

The failure of the City to declare this Agreement terminated upon the default of the Concessionaire for any of the reasons above shall not operate to bar or destroy the right of City to cancel this Agreement for any subsequent violation of the terms of this Agreement.

### **7.03 ASSIGNMENT AND TRANSFER.**

The Concessionaire shall not assign, transfer, or sublease its rights granted hereunder without the prior written approval of the City.

## **ARTICLE VIII - REDELIVERY**

### **Section 8.01 Redelivery.**

The Concessionaire shall make no unlawful or offensive use of the Concession Site and will at the expiration of the term hereof or upon any sooner termination, without notice, quit and deliver up said Concession Site to the City peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be improved by the Concessionaire or the City.

## **ARTICLE IX - GENERAL PROVISIONS**

### **Section 9.01 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 9.02 Notices.**

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

|                 |   |
|-----------------|---|
| CITY:           | City Clerk<br>City of El Paso<br>P.O. Box 1890<br>El Paso, Texas 79950-1890   |
| COPY TO:        | El Paso International Airport<br>6701 Convair Road<br>El Paso, Texas 79925-1099   |
| CONCESSIONAIRE: | Elizabeth Anchondo<br>Los Amigos Shoeshine<br>3240 Tomahawk Street<br>El Paso, Texas 79936<br>Email: jaanchondo@yahoo.com |

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 9.03 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 9.04 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 9.05 General Civil Rights Provision.**

Concessionaire 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the transferor. This provision obligates the Concessionaire for the period during which the property is owned, used or possessed by the Concessionaire 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 9.06 Compliance with FAA Requirements and Nondiscrimination Requirements.**

Concessionaire shall comply with and shall cause its assignees, successors in interest, and any contractor, subcontractor, lower-tier subcontractor, or service provider of Concessionaire to comply with, to the extent required by applicable law, all provisions of **Exhibit “C”, Federal Aviation Administration Required Provisions**, as amended or interpreted by the FAA from time to time, which are incorporated as if fully set forth herein.

**Section 9.08 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:

1. A. Concessionaire 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, Tenant 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. The Concessionaire 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 Tenant 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, Concessionaire 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.

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 9.09 Cumulative Rights and Remedies.**

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

**Section 9.10 Interpretation.**

City and Concessionaire agree that this Lease has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease or any of its terms or conclusion there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof.

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 9.11 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 9.12 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 Agreement or any part or parts of this Agreement.

**Section 9.13 Severability.**

If any provision of this Agreement 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 9.14 Successors and Assigns.**

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

**Section 9.15 Taxes and Other Charges.**

Concessionaire shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Concessionaire or City, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Concessionaire's use and/or occupancy of the Premises, during the term of this Agreement including any extensions or option periods granted thereto. City is a tax-exempt governmental entity and shall not be responsible for

any taxes or assessments arising from Concessionaire's use of the property or possession of the Premises.

Concessionaire in good faith may contest any tax or governmental charge; provided that Concessionaire may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

**Section 9.16 Waiver of Warranty of Suitability.**

**CITY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this Lease, CONCESSIONAIRE LEASES THE PREMISES AS-IS AND CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO CONCESSIONAIRE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.**

**Section 9.17 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 6.03 and Section 8.02.

**Section 9.18 Subordination of Agreement.**

All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to the City of El Paso. This Lease shall further be subordinate to the provisions of any existing or future agreements between City and the United States relative to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States Government be to substantially destroy the commercial value of the Premises, Concessionaire may cancel this Lease in its entirety.

**Section 9.19 Force Majeure.**

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

**Section 9.20 Authorization to Enter Agreement.**

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

(Signatures begin on following page)

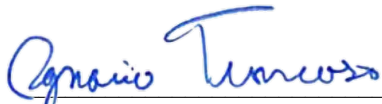
**CITY’S SIGNATURE AND ACKNOWLEDGMENT**

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of this \_\_\_\_ day of \_\_\_\_\_, 2025.


**CITY: CITY OF EL PASO:**

\_\_\_\_\_  
Dionne Mack, City Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Ignacio R. Troncoso  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Juan Antonio Nevarez, CM, ACE, IACE  
Director of Aviation

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS    )**  
**)**  
**COUNTY OF EL PASO    )**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_ 2025 by Dionne Mack, as City Manager for the City of El Paso, Texas.

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

My Commission Expires:

\_\_\_\_\_

(Signatures continue on following page)

CONCESSIONAIRE'S SIGNATURE AND ACKNOWLEDGMENT

CONCESSIONAIRE:

Los Amigos Shoe Shine,  
a Texas Corporation  
Juan Gutierrez

ACKNOWLEDGMENT

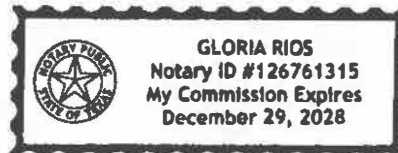
THE STATE OF Texas )  
COUNTY OF El Paso )

This instrument was acknowledged before me on this 14 day of May, 2025 by Javier Anchondo SR, as Manager of Los Amigos Shoe Shine Corporation (Concessionaire).

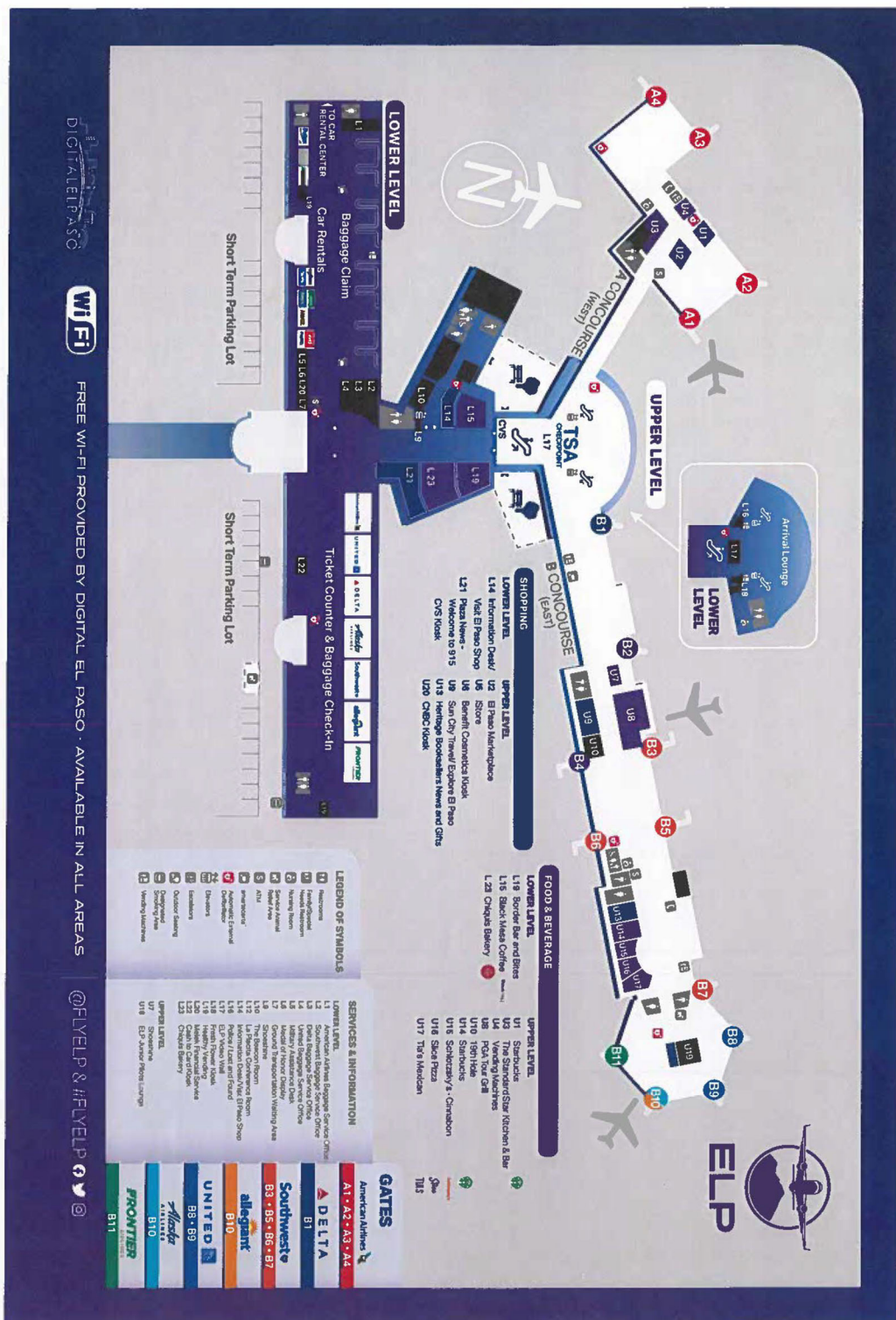
Gloria Rios  
Notary Public, State of Texas

My Commission Expires:

12.29.2028



## Exhibit “A”



**Exhibit “B”**

**DATE:** 00/00/0000

**TO:** Airport Accounts Receivable

**FROM:**

**RE:** Los Amigos Shoe Shine

**Revenue Report for**

---

|                      | Gross Revenues | Rate   | Amount Due to EPIA |
|----------------------|----------------|--------|--------------------|
| Monthly transactions |                | \$6.00 | -                  |
| Sales tax deduction  |                |        | -                  |
|                      |                |        |                    |
| Total                |                |        |                    |
| Transaction %        |                | 12%    | \$-                |
|                      | TOTAL DUE:     |        | \$-                |



**Exhibit “C”**  
**Federal Aviation Administration Required Provisions**

A. General Civil Rights Clause.

1. In all its activities within the scope of its airport program, Concessionaire agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as Concessionaire.
2. The above provision obligates Concessionaire for the period during which the property is owned, used or possessed by Concessionaire and the Airport remains obligated to the Federal Aviation Administration.

B. Compliance with Nondiscrimination Provisions. During the performance of this Lease, Concessionaire, for itself, its assignees, and successors in interest (hereinafter collectively referred to as “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 Lease.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability 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 Agreements, 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 Lessor 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 Lessor 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, Lessor 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 Lessor 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 Lessor to enter into any litigation to protect the interests of Lessor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

C. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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);
2. 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);
3. 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);
4. 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

(Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-259) (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);
8. Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (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) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination 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);
11. 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). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. 74087 (2005));
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

D. Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

1. Concessionaire for itself, its, personal representatives, 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, Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) 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.

2. In the event of breach of any of the above Nondiscrimination covenants, Lessor will have the right to terminate the Lease and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Lease had never been made or issued.

E. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Concessionaire, its heirs, personal representatives, 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 Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
2. With respect to the Lease, in the event of breach of any of the above Non-discrimination covenants, Lessor will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

Subcontracts. Concessionaire agrees that it shall insert in any subcontracts the clauses set forth in paragraphs (A) through (E) above and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. Concessionaire shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (E).

# DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with [Title 2, Chapter 2.92, Section 2.92.080](#)

## Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

## Definitions:

- "Contribution" A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
- "Contributor" A person making a contribution, including the contributor's spouse.
- "Donation" Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
- "Donor" An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
- "Benefiting" Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

**Instructions:** Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of \$500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

## Contributor / Donor Information:

Full Name JAVIER ANCHONDO

Business Name LOS AMIGOS SHOE SHINE

Agenda Item Type Greenway & Leases Agreement

Relevant Department Dept of Aviation

**Disclosure Affirmation:** Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.



I have **NOT** made campaign contributions or donations totaling an aggregate of \$500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR



I have made campaign contributions or donations totaling an aggregate of \$500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

| OFFICE     | CURRENT COUNCIL MEMBER NAME | AMOUNT (\$) |
|------------|-----------------------------|-------------|
| Mayor      |                             |             |
| District 1 |                             |             |
| District 2 |                             |             |
| District 3 |                             |             |
| District 4 |                             |             |
| District 5 |                             |             |
| District 6 |                             |             |
| District 7 |                             |             |
| District 8 |                             |             |

**Declaration:** I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.

Signature: \_\_\_\_\_

*Alvin Gutierrez*

Date: \_\_\_\_\_

5/13/25