

THE STATE OF TEXAS §

**FIRST AMENDMENT TO FACILITY
USE AGREEMENT**

COUNTY OF EL PASO §

This First Amendment to Facility Use Agreement ("Amendment") is made by and between the CITY OF EL PASO, TEXAS, a home rule municipal corporation ("CITY"), and the COUNTY OF EL PASO, TEXAS ("COUNTY").

WHEREAS, the CITY and the COUNTY originally entered into a Facility Use Agreement ("Agreement") on June 13, 2016 which provided the COUNTY access to CITY owned facilities for the purpose of implementing the El Paso City-County Nutrition Program; and,

WHEREAS, the CITY and the COUNTY desire to include specific language in the Agreement relating to the COUNTY's responsibility for maintaining a clean, safe and healthy environment at the CITY owned facilities, and,

WHEREAS, the CITY and the COUNTY desire to include specific language in the Agreement relating to the ownership of any alterations, additions or improvements in, to, or about the Premises; and,

WHEREAS, the CITY and the COUNTY both believe the amendments herein will further the objectives of all parties by ensuring that the El Paso City-County Nutrition Program provides a clean, safe and healthy environment.

NOW, **THEREFORE**, for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the CITY and the COUNTY agree to amend both Section 2.2 and Section 2.4 of the Agreement and substitute the following language in its entirety:

2.2 Premises Condition. The COUNTY shall keep the Premises in good and clean condition during and after each use for meal delivery or nutritional services. The COUNTY shall, at the CITY's request, be responsible (2) times annually for the deep cleaning of the entire work area to include both the serving area and the eating area. The COUNTY may retain the services of a bonded contractor of their choice. The COUNTY shall ensure that the CITY is a covered entity under said contractor's bond. The COUNTY shall not be responsible for utilities, maintenance, or repair of the Premises, including the parking area, grounds, or landscaping. The COUNTY shall promptly notify the CITY of any repair, defect, hazard, or problem with the Premises that may require the City's attention.

2.4 Improvements and Fixtures. The COUNTY shall not, without first obtaining the written consent of the CITY, or its designee, make any alterations, additions or improvements in, to, or about the Premises. All such alterations, additions or improvements, if any, shall be made at the COUNTY's and/or its contractor's expense and shall, except for the walk-in refrigerator/freezer, become the property of the CITY without reimbursement by the CITY. In the case of the walk-in refrigerator/freezer, when, and if removed by the County and/or its contractor, the area must be left in the same condition as it was found. The County and the City may agree in writing to share or appropriately allocate responsibility for the repair and maintenance of an alteration, addition, or improvement installed for use in the nutrition

operation under this Agreement.

2.4b Walk-in Refrigerator/Freezer. The walk-in refrigerator/freezer provided by County's contractor shall stay the property of the County's contractor. In the case of the walk-in refrigerator/freezer, when, and if removed by the County and/or its contractor, the area must be left in the same condition as it was found.

These Amendments shall be effective on the Effective Date shown below.

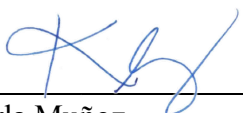
All terms of the Agreement not modified by this Amendment shall remain in full force and effect. This Amendment shall supplement the Agreement and be incorporated into the Agreement for all purposes pertinent.

Effective this 17th day of May, 2021 ("Effective Date")

CITY OF EL PASO

Oscar Leeser, Mayor

APPROVED AS TO FORM:




Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:



Ben Fyffe, Director
Cultural Affairs and Recreation

EL PASO COUNTY, TEXAS



Ricardo A. Samaniego, County Judge

APPROVED AS TO CONTENT:

Irene G. Valenzuela
Irene G. Valenzuela, Executive Director
Community Services Department