



Travis County Commissioners Court Agenda Request

Meeting Date: October 23, 2012

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, PBO, 854-9106

Sponsoring Court Members: Commissioner Huber

JB *Roger El Khoury*

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve the second renewal term of the lease between the City of Jonestown, Texas and Travis County for lease space located at 18649 Highway 1431 in Jonestown.

BACKGROUND/SUMMARY OF REQUEST:

In September 2008, Travis County entered into a lease with the City of Jonestown for the lease of 4,675 net rentable square feet of space at the facility located at 18649 Highway 1431 in Jonestown. In August 2011, the Commissioners Court approved an amendment of the lease which included exercising the first option to extend the lease and approved changing the name of the leased property to the "Travis County Community Center at Jonestown".

Facilities Management Department (FMD) contacted Health and Human Services and confirmed that they would like to exercise the second option to remain in the space for another 12 months, through September 30, 2013. Christopher Gilmore with the County Attorney then drafted the Notice of Intent to Extend and Second Amendment of the Lease which is at Attachment One.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the Notice of Intent to Extend and Second Amendment to the Lease which will exercise the second option to renew the lease at 18649 Highway 1431 in Jonestown for an additional 12 month period.

ISSUES AND OPPORTUNITIES:

City of Jonestown has indicated that they will review the Notice of Intent to Extend and Second Amendment of Lease at the first available City Council meeting. Funding for this lease extension is available in the central line item

for lease budgets in FMD. There are no financial or legal issues that would impact approval of this renewal.

FISCAL IMPACT AND SOURCE OF FUNDING:

Annualize least cost is \$61,242.50, included in the central line item for leases.

ATTACHMENTS/EXHIBITS:

1. Notice of Intent to Extend and Second Amendment of Lease

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office

**NOTICE OF INTENT TO EXTEND AND
SECOND AMENDMENT OF LEASE BETWEEN
TRAVIS COUNTY AND THE CITY OF JONESTOWN FOR
THE TRAVIS COUNTY COMMUNITY CENTER AT JONESTOWN**

This Notice of Intent to Renew and Second Amendment of Lease Agreement ("Second Lease Agreement") is entered into by the following Parties: Travis County, a political subdivision of the State of Texas ("Tenant"), and the City of Jonestown ("Landlord").

RECITALS

Landlord and Tenant ("Parties") entered into a Lease Agreement ("Lease"), the Initial Term of which began October 1, 2008, and terminates September 30, 2011 ("Initial Lease Term"). The Parties also entered into an amendment extending the lease term one year ("First Amendment").

The Lease provides for the extension of the Lease for two one-year terms by written notice, and provides amendment of the Lease by the written agreement of the Parties.

Tenant desires to notify the Landlord of the intent to exercise the second option to renew the Lease for an additional one-year term.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified herein, the Parties agree to the extension of the Lease and second amendment of the Lease as follows:

1.0 LEASE TERM

1.1 **Additional Term.** Pursuant to Section 2.2, Tenant hereby notifies Landlord of its intention to extend the Lease for an additional one-year term beginning October 1, 2012, and continuing through September 30, 2013, unless sooner terminated pursuant to the terms of the Lease.

2.0 INCORPORATION

2.1 Landlord and Tenant hereby incorporate the Lease and First Amendment into this Second Lease Amendment. Landlord and Tenant hereby ratify all the terms and conditions of this Lease and First Amendment. The Lease, First Amendment and the changes made in this Second Lease Amendment, constitutes the entire agreement

between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

3.0 EFFECTIVE DATE

3.1 This Second Lease Amendment is effective September 30, 2012, when it is approved and signed by both Parties. This Lease, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

CITY OF JONESTOWN, TEXAS

TRAVIS COUNTY, TEXAS

BY: _____
Printed
Name: _____
Title: _____
Date: _____

BY: _____
Samuel T. Biscoe
Travis County Judge
Date: _____