



Travis County Commissioners Court Agenda Request

Meeting Date: September 17, 2013

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, Planning and Budget, 854-9106

Sponsoring Court Members: Commissioner Daugherty

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve a 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. This lease will terminate on September 30, 2013 without any remaining options to extend.

The Facilities Management Department (FMD) contacted Health and Human Services and Ms. Fleming confirmed that they would like to remain in this space for a new lease. FMD met with Manuel De La Rosa, City Administrator for the City of Jonestown and negotiated terms for a new five year lease of the same space at the same rental rate (\$13.10 per square foot) as the previous lease. Christopher Gilmore with the County Attorney then drafted the new lease which is at Attachment One. This lease will provide access to the space for the period of October 1, 2013 through September 30, 2018.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the new Lease Agreement between the City of Jonestown and Travis County for space located at 18649 Highway 1431 in Jonestown.

ISSUES AND OPPORTUNITIES:

Mr. De La Rosa has indicated that they will review the new Lease at their City Council meeting on September 12, 2013. Approval by the Council is anticipated at this session. Funding for this replacement 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 lease cost is \$61,242.50, included in the central line item for leases.

ATTACHMENTS/EXHIBITS:

Lease Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office

LEASE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

THIS LEASE AGREEMENT (this "Lease") is entered into by the following parties: the City of Jonestown, Texas ("Landlord") and Travis County, Texas ("Tenant").

1.0 Lease Grant.

1.1 For the mutual promises expressed in this Lease and for other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, the space consisting of approximately 4,675 net rentable square feet (the "Premises") of the office building located at 18649 Highway 1431 (the "Building"). This space is shown on the floor plan attached as **Exhibit I**, which is a part of this Lease.

2.0 Term.

2.1 This Lease shall continue in force during a period beginning on the first day of October 1, 2013 (the "Commencement Date") and ending sixty (60) months after the Commencement Date, or on September 30, 2018, subject to extension and earlier termination as provided in this Lease (the "Initial Lease Term").

3.0 Rent.

3.1 In consideration of this Lease, Tenant agrees to pay Landlord the rent indicated in **Table 1.1** (the "Rent").

Table 1.1

County Department	Term	Square Feet x PSF Rental Rate	Monthly Rental Payment	Annual Rental Payment
Jonestown Community Center	10/01/2013-09/30/2018	4,675 ft ² x \$13.10 psf	\$ 5,103.54	\$ 61,242.50

3.2 Tenant shall pay Landlord one monthly Rent installment on or before the first day of the first full month payable, and on or before the first day of each succeeding month during the Lease Term.

4.0 *Landlord's Obligations.*

4.1 Landlord agrees, at Landlord's expense, to furnish Tenant, while Tenant occupies the Premises, facilities to provide the following services:

(i) hot and cold potable water; wastewater service; heated and refrigerated air conditioning (HVAC) in season; and any other normal and customary Utilities every day. The HVAC shall operate from 7:00 a.m. to 6:00 p.m., Monday through Friday and 8:00 a.m. to noon on Saturdays;

(ii) HVAC service at other times than above, upon request by Tenant ("Additional HVAC Service"); provided, however, that Tenant shall request the Additional HVAC Service by 3:00 p.m. on the day preceding the day on which the Additional HVAC Service is needed;

(iii) janitorial and trash disposal services daily Monday through Friday; the services shall be equivalent to the services Landlord provides itself.

4.2 Landlord also agrees, at Landlord's sole cost and expense:

(i) to maintain the public and common areas of the Building, including sidewalks and parking lots, in reasonably good order and condition;

(ii) to provide all electrical current required by Tenant in Tenant's use and occupancy of the Premises.

4.3 "Utilities" means all electricity, water, gas, and sewer services. Landlord shall pay all utilities.

4.4 After written notice by Tenant to Landlord of a default in furnishing or paying for any utilities or services to be furnished to Tenant under this Lease, including without limitation provision of the HVAC service or Additional HVAC Service described above, and failure of Landlord to cure such default within a reasonable time specified by Tenant in such notice, Tenant may, at Tenant's sole option, either cure such default and deduct any costs and expenses incurred by Tenant therefor from the rent to become due under the Lease, or terminate the Lease.

4.5 On the Commencement Date, the Premises shall comply with all fire safety and ADA requirements imposed by city, state, and federal agencies, and that the City Fire Marshal will make periodic inspections of the Premises. Landlord shall not make any changes in the Premises that might cause them to be in non-compliance with such governmental agencies. Landlord shall have an agent perform an annual review of the Premises to determine if they continue to meet governmental requirements. Landlord certifies that all asbestos has been removed from or safely contained in the building.

5.0 Use.

5.1 Tenant shall use the Premises for governmental purposes and other uses incidental and related to these purposes. Tenant shall not occupy or use the Premises, or permit any portion of the Premises to be occupied or used, for any business or purpose other than the permitted use. Tenant shall not use the Premises or permit the Premises to be used for any use or purpose that is unlawful in part or in whole. Tenant shall conduct its business in such a manner as not to create a nuisance to Landlord or other tenants of the Building.

5.2 Tenant shall maintain the Premises in a clean, healthful and safe condition and shall comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal and other agencies or bodies having jurisdiction of the Premises) with reference to the use, condition, or occupancy of the Premises.

5.3 Landlord grants Tenant permission to install signage at all entrances to the Premises informing the public of the Travis County's policy regarding firearms or other deadly weapons on county property.

5.4 Tenant shall not allow guests or invitees to loiter on the Premises.

6.0 Repairs and Alterations.

6.1 Tenant shall take good care of the Premises during the Lease Term and keep it free from waste and nuisance of any kind. Landlord agrees to keep the building, including all electrical, mechanical, and plumbing fixtures and equipment, in good working condition and to make all structural and non-structural repairs necessary to do so, including those caused by fire, casualty, or acts of God. Tenant agrees to pay for any repairs caused by the misuse or negligence of Tenant, Tenant's guests, or Tenant's invitees.

6.2 Upon termination of this Lease, Tenant shall deliver to Landlord the Premises, with all improvements located on them (except as otherwise provided in this Lease) in good repair and condition, reasonable wear and tear excepted, and all keys to the Premises. All furniture, movable trade fixtures and equipment installed by Tenant must be removed by Tenant upon termination of this Lease in a good and workmanlike manner and Tenant agrees to leave the Premises in as good a condition as it was in prior to removal of the equipment, reasonable wear and tear excepted. Any equipment or fixtures of Tenant that are installed in such a manner as to become part of the realty may be removed by Tenant if Tenant so elects, provided that Tenant restores or repairs any damage to the Premises caused by such removal. Any such equipment or fixtures not removed shall become the property of Landlord.

7.0 Assignments and Subletting.

7.1 Tenant shall have the right to (i) assign or transfer this Lease and any estate or interest in it, (ii) sublet the Premises or any part of them, (iii) grant any license,

concession or other right of occupancy of any portion of the Premises, and (iv) permit the use of the Premises by any parties other than Tenant, its agents and employees; provided, however, that (v) Tenant obtains Landlord's consent to enter into any such assignment, transfer, subletting, license or permission, which consent Landlord shall not unreasonably withhold, and (vi) any such assignment, transfer, subletting or permission stipulates that the Premises shall be used for office purposes only.

8.0 *Tenant's Right to Terminate Lease Prior to Expiration of Lease Term.*

8.1 If, during the Lease Term, or any extension or renewal of it, Tenant (i) purchases or constructs a building to house the department or programs that Tenant is to house on the Premises, or (ii) takes any action that results in the relocation of the department or programs that Tenant is to house on the Premises into existing County-owned space or into space acquired by County during the Lease Term, Tenant may terminate this Lease by giving sixty (60) days advance written notice to Landlord. In the event of early termination under this Section, Rent shall be prorated based on one three-hundred-sixty-fifth (1/365th) of the current Rent for each day of any partial month this Lease is in effect.

9.0 *Liability for Loss.*

9.1 Landlord shall not be liable to Tenant or Tenant's employees, agents, licensees, contractors, patrons, invitees or visitors, and Tenant hereby waives all of its claims against Landlord, for injury to or death of any person or damage to, destruction, loss, disappearance or theft of property in or about the Premises or the Building by or from any cause whatsoever, including without limitation, damage, loss or injury resulting from fire, electricity or leakage of any character from the roof, walls, pipes, faucets and plumbing fixtures, air conditioning, heating and ventilation systems or other portions of the Premises or the Building or by reason of any defect in or failure of the pipes or wiring or other equipment and fixtures in the Building, unless the occurrence is, in whole or in part, caused by the willful misconduct or gross negligence of Landlord, its agents, employees, or contractors.

9.2 Tenant agrees that all personal property brought upon the Premises shall be at Tenant's risk only, and that Landlord shall not be liable for any damage to it or loss, theft, or disappearance of it, unless caused by the willful misconduct or gross negligence of Landlord or its agents, employees, or contractors.

9.3 Provisions of this section shall survive the termination of this Lease with respect to any damage, injury or death occurring prior to such termination. Landlord and Tenant shall not be liable or responsible to the other for any loss or damage to any property or death or injury to any person occasioned by theft, fire, act of God, public enemy, criminal conduct of third parties, injunction, riots, strike, insurrection, war, court order, requisition or other governmental body or authority, by other tenants of the Building or any other matter beyond the control of that party.

10.0 *Liability Insurance.*

10.1 Landlord shall, from and after the Commencement Date, maintain insurance covering the Building against loss, damage, or destruction caused by explosion, by fire and the perils specified in the standard extended coverage endorsement, by vandalism and malicious mischief, and by sprinkler, gas, water, steam, and sewer leakage. Fire and extended coverage shall equal at least eighty percent (80%) of the replacement cost of the Building, exclusive of architectural and engineering fees, excavation, footings and foundations.

10.2 On the Commencement Date, Tenant, at its own expense, is maintaining the following types of insurance coverage provided by good and responsible companies qualified to do and doing business in the State of Texas: (i) Employer's Liability insurance and Workman's Compensation insurance as required by applicable law.

10.3 Landlord acknowledges that Tenant has adopted a plan of self-insurance.

10.4 Prior to the Commencement Date, Tenant shall deliver to Landlord a duplicate policy of insurance under this Lease, or certificate, or a certificate of self-insurance for retention by Landlord.

11.0 *Inspection.*

11.1 Landlord and its officers, agents, and representatives shall have the right to enter into and upon any and all parts of the Premises at all reasonable hours (or, in an emergency, at any hour) to inspect the same, to clean, or to make any repairs, alterations or additions that Landlord may deem necessary (but without any obligation to do so, except as expressly provided for in this Lease) and, in the last three months of the Lease Term, to show the Premises to prospective tenants, purchasers, or lenders; and Tenant shall not be entitled to any abatement or reduction of rent for this, nor shall such be deemed to be an actual or constructive eviction.

12.0 *Condemnation.*

12.1 If at any time during the Lease Term the whole of the Building shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, except as provided in paragraph 12.3, this Lease shall terminate on the date of such taking. If less than all of the Building shall be so taken and in Tenant's reasonable opinion, the remaining part is insufficient for the conduct of Tenant's business, Tenant may, by notice to Landlord within sixty (60) consecutive days after notice of such taking, terminate this Lease. If Tenant exercises its option to terminate, this Lease and the Lease Term shall end on the date specified in Tenant's notice and the Rent shall be apportioned and paid to the date of such taking.

12.2 If less than all of the Building shall be taken and, in Tenant's reasonable opinion communicated by notice to Landlord within sixty (60) consecutive days after notice of such taking, Tenant is able to gain access to and continue the conduct of its business in the part not taken, this Lease shall remain unaffected, except that Tenant shall be entitled to a pro rata abatement of Rent based on the proportion that the area of the space so taken bears to the area of the space demised hereunder immediately prior to such taking.

12.3 Landlord shall be entitled to receive the entire award or awards in any condemnation proceeding without deduction therefrom for any estate vested in Tenant and Tenant shall receive no part of such award or awards from Landlord or in the proceedings except as otherwise expressly provided in this paragraph. Subject to the foregoing, Tenant hereby assigns to the Landlord any and all of its right, title and interest in or to such award or awards or any part thereof.

12.4 Taking by condemnation or eminent domain in this Lease shall include the exercise of any similar governmental power and any sale, transfer, or other disposition of the Building or land in lieu of or under threat of condemnation.

13.0 *Fire and Other Casualty.*

13.1 In the event that the Building is destroyed by fire or other casualty, earthquake or flood, or by any other cause of any kind or nature, or in the event that the Premises or the Building is so damaged (defined to include constructively not fit for use for the purposes intended by the parties) that rebuilding or repairs cannot be completed in ninety (90) days in the opinion of Landlord's architect, estimated as soon as reasonably practicable after the date of such damage, either Landlord or Tenant may at its option terminate this Lease by giving written notice of it to the other party within thirty (30) days after receipt of the opinion of Landlord's architect. However, if Landlord is able to provide Tenant with comparable lease space, as determined by Tenant, in the same geographical area, then this Lease shall not be terminated. If this Lease is terminated, the Rent shall be abated during the unexpired portion of this Lease commencing on the date of the damage; however, Tenant shall pay all other obligations of Tenant owing on the date of the damage, and Tenant shall immediately surrender the Premises to Landlord.

13.2 In the event any portion of the Premises, common areas of the Building or building equipment or systems serving the Premises or common areas (collectively referred to as the "Damaged Property") is damaged by fire or other casualty, by earthquake or flood or by any other cause of any kind or nature and the Damaged Property can, in the opinion of Landlord's architect, be repaired within ninety (90) consecutive days from the date of the damage or if neither Landlord nor Tenant elects to terminate this Lease, Landlord shall, within thirty (30) days after the date of the damage, begin to rebuild or repair the Damaged Property and shall proceed with reasonable diligence to restore the Damaged Property to substantially the same condition in which the Damaged Property was immediately before the casualty happened. The Rent due under this Lease shall abate during the time the Premises are unfit for occupancy, unless Landlord is able to provide Tenant with comparable lease space as set forth in paragraph

13.1, above. In the event that only a portion of the Premises, common areas of the Building or Building equipment or systems serving the Premises are affected, Tenant shall be entitled to a proportionate abatement of rent payable during the period commencing on the date of the damage and ending on the date the Damaged Property is repaired as aforesaid and the Premises are delivered to Tenant. The extent of rental abatement shall be based upon the portion of the Premises rendered untenable, unfit or inaccessible for use by Tenant during such period.

13.3 When required by this Section 13, the architect's opinion shall be delivered to Tenant within thirty (30) consecutive days from the date of damage.

13.4 If the repair of the damage has not been completed within one hundred and twenty (120) days after the date of the damage (extended by delays in completion due to force majeure as hereinafter defined), Tenant may terminate this Lease by giving written notice to Landlord at any time after the expiration of one hundred and twenty (120) days after the date of the damage.

14.0 *Landlord's Remedies.*

14.1 If Tenant defaults in its performing or observing any provision of this Lease, Landlord shall give Tenant written notice of the default and Tenant shall have thirty (30) days in which to cure such default. If Tenant fails to cure the default in that time, Landlord shall have the right (i) to cure the default and any costs and expenses incurred by Landlord therefor shall be additional rent, or (ii) to terminate this Lease by delivering written notice to Tenant in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, after notice and appropriate court proceedings, enter upon and take possession of the Premises or any part thereof, without being liable for prosecution of any claim for damages therefor; and Tenant agrees to pay to Landlord all unavoidable loss of rent that Landlord may suffer by reason of this termination during the remainder of the Lease Term.

15.0 *Tenant's Remedies.*

15.1 If Landlord defaults in performing or observing any provision of this Lease, including without limitation breach of Landlord's obligation to ensure the suitability of the Premises for their intended use throughout the Lease Term, or if any representation or warranty provided by Landlord in this Lease is false, Tenant shall give Landlord notice specifying in what manner Landlord has defaulted. If the default has not been cured by Landlord within the period of time provided for elsewhere in the Lease, or otherwise within thirty (30) consecutive days after the delivery of written notice, Tenant may: (i) withhold payment of sufficient rent and additional rent due and to accrue hereunder to cover the necessary costs estimated by Tenant to cure the default as long as Landlord remains in default; (ii) cure the default and deduct all expenses, including reasonable attorney's fees and court costs, incurred by Tenant therefor from the rent and additional rent due and to become due hereunder; or (iii) terminate this Lease.

15.2 If the default by Landlord cannot be cured within thirty (30) days, this period may be extended for a reasonable additional time if Landlord commences to cure the default within the thirty (30) day period and proceeds diligently thereafter to effect the cure. Notwithstanding the foregoing, should the HVAC system or the plumbing fail, Tenant shall notify Landlord (which may, at Tenant's option, be delivered by electronic or facsimile transmission). Landlord shall have twenty-four (24) hours after receipt of such notice to access the failure, and seventy-two (72) hours after receipt of such notice to correct the failure. If Landlord has not made substantial progress in repair of the HVAC or plumbing failure in that 72-hour period, Tenant may cure the default and deduct its expenses incurred therefor in the same method as described above in this paragraph or Tenant may terminate this Lease. Expenses incurred by Tenant pursuant to this paragraph must be reasonably necessary to cure the default. Tenant agrees to comply with the County Purchasing Act in obtaining goods and services necessary to cure any default of Landlord.

16.0 *Surrender of Premises.*

16.1 Except as expressly provided in paragraphs 8 and 17, no act or thing done by Landlord or its agents during the Lease Term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing and signed by Landlord.

17.0 *Failure to Fund.*

17.1 Notwithstanding anything to the contrary within this Lease, if at any time during the Lease Term the Commissioners Court of Travis County, Texas fails to provide funding for this Lease for the following fiscal year of Travis County, Texas, Tenant may, upon giving Landlord written notice of such failure to fund and termination, terminate this Lease without any further liability, effective as of the earlier of (a) the last day of the then current fiscal year of Travis County, Texas or (b) thirty (30) days after Tenant notifies Landlord in writing of such failure to fund and termination.

17.2 Notwithstanding anything to the contrary in this Lease, the financial obligations of Landlord contained in this Lease are subject to and contingent upon appropriations by the City Council of such funds or other revenues being available, received, and appropriated by Landlord in amounts sufficient to satisfy said obligations. In no event shall this instrument be construed to be a debt of Landlord. If at any time during the Lease Term the City Council of the City of Jonestown, Texas, fails to provide funding for this Lease for the following fiscal year of the City of Jonestown, Texas, Landlord may, upon giving Tenant written notice of such failure to fund and termination, terminate this Lease without further liability, effective as of the earlier of (a) the last day of the then current fiscal year of the City of Jonestown, Texas or (b) thirty (30) days after Landlord notifies Tenant in writing of such failure to fund and termination.

18.0 *Assignment for Delinquent Taxes.*

18.1 Notwithstanding anything to the contrary in this Lease, if Landlord is delinquent in payment of property taxes at any time during the Lease Term, Landlord hereby assigns any payments for Rent or additional rent under this Lease to the Travis County Tax Assessor-Collector for the payment of such delinquent taxes.

19.0 *Non-Waiver.*

19.1 Any act of forbearance by either party to enforce any provision of this Lease shall not be construed as a modification of this Lease or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Lease shall not be construed as a waiver of that right or privilege.

19.2 All rights of both parties under this Lease are specifically reserved. Any payment, act, or omission by a party shall not impair or prejudice any remedy or right of that party under this Lease. Any right or remedy stated in this Lease shall not preclude the exercise of any other right or remedy under this Lease, the law, or at equity. Any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

20.0 *Entire Agreement.*

20.1 This Lease constitutes the entire agreement between Landlord and Tenant. Any other statement, representation, agreement, or promise, either oral or written, relating to the subject matter of this Lease that is not contained in this Lease or incorporated in it by reference shall not be binding or valid.

21.0 *Governing Law.*

21.1 The validity of this Lease and of any of its terms, conditions, or provisions, as well as the rights and duties of Landlord and Tenant, will be governed by the laws of the State of Texas. Both parties agree that all obligations under this Lease are performable in Travis County, Texas.

22.0 *Estoppel Certificates.*

22.1 Landlord and Tenant agree to furnish, from time to time, when requested by the other, a certificate signed by the non-requesting party confirming and containing such factual certifications and representations reasonably requested by the other.

23.0 *Notices.*

23.1 Tenant shall be deemed to have complied with each provision of this Lease, or of any applicable laws, ordinances, regulations, or other requirements regarding the sending,

mailing or delivery of any notice, or regarding the making of any payment by Tenant to Landlord, when and if the following steps are taken:

(i) all rent and other payments required to be made by Tenant to Landlord in this Lease shall be payable to Landlord at the address set below the signature lines of this Lease or at such other address as Landlord may specify from time to time by written notice delivered in accordance with the Lease;

(ii) any notice or document required to be delivered in this lease shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified, or registered mail (return receipt requested), addressed to the parties at the addresses set forth below:

The address of Tenant for all purposes under this Lease shall be:

Honorable Samuel T. Biscoe (or his successor in office)
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

and

Travis County Facilities Management Department
P.O. Box 1748
Austin, Texas 78767

The address of Landlord for all purposes under this Lease shall be:

City of Jonestown, Texas
P.O. Box 5023
Jonestown, Texas 78645

Either party may change its address for purposes of this paragraph by written notice delivered in accordance herewith.

24.0 *Force Majeure.*

24.1 Whenever a period of time is prescribed in this Lease for action to be taken by Landlord or Tenant, the party obligated to perform shall not be liable or responsible for, and there shall be excluded from the computation for any period of time, any delays due to acts of God, war, riot, civil commotion, sovereign conduct, or governmental laws, regulations, or restrictions.

25.0 *Severability.*

25.1 If any clause or provision of this Lease is ruled illegal, invalid, or unenforceable in any respect by a court of competent jurisdiction, the remainder of this Lease shall remain valid and binding. It is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is ruled illegal, invalid, or unenforceable, there be added as a part of this Lease a legal, valid, and enforceable clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as is possible.

26.0 *Amendments. Binding Effect.*

26.1 This Lease may not be altered, changed, or amended, except by instrument in writing signed by both parties. The terms and conditions contained in this Lease shall apply to, inure to the benefit of, and be binding upon the parties to it, and upon their respective successors in interest and legal representatives, except as otherwise expressly provided in this Lease. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS LEASE EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.

27.0 *Quiet Enjoyment.*

27.1 Tenant shall peaceably and quietly hold and enjoy the Premises for the Lease Term, without hindrance from Landlord, subject to the terms and conditions of this Lease. Landlord shall not interfere with the peaceable and quite enjoyment of the Premises.

28.0 *Gender and Number.*

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

29.0 *Captions.*

29.1 The captions contained in this Lease are for convenience of reference only, and shall not in any way be construed to limit or enlarge the terms and conditions of this Lease.

30.0 *Exhibits and Attachments.*

30.1 The following exhibits, attachments and addenda referred to in this Lease are incorporated into this Lease and made part hereof for all intents and purposes:

- Exhibit I – Floor Plan of Premises**
- Exhibit II – Ethics Affidavit**

31.0 *Forfeiture of Contract.*

31.1 If Landlord has done business with a Key Contracting Person, as listed in Attachment 1 to the Ethics Affidavit, which is attached to this Lease as **Exhibit II** and made a part of the Lease, during the 365-day period immediately prior to the date of execution of this Lease by Landlord or does business with any such Key Contracting Person at any time after the date of execution of this Lease by Landlord and prior to full performance of this Lease, Landlord shall forfeit all benefits of this Lease, and County shall retain all performance by Landlord and recover all consideration, or the value of all consideration, paid to Landlord pursuant to the Lease, provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. Landlord may utilize Attachment 2 to **Exhibit II** for this purpose.

32.0 *Conflict of Interest Questionnaire.*

32.1 If required by Chapter 176, Texas Local Government Code, Landlord shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. Landlord shall update this Questionnaire by September 1 of each year for the duration of this Lease, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, Landlord shall submit an updated Questionnaire. Landlord should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website. A copy of the questionnaire is attached to this Lease as **Exhibit III**.

33.0 *Mediation.*

33.1 When mediation is acceptable to both parties in resolving a dispute arising under this Lease, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction as provided in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

34.0 *Prior Lease.*

34.1 The execution of this Lease shall not be construed to affect the rights of Landlord to pursue claims for rent under a prior lease covering portions of the space covered by this Lease.

Approved this _____ day of _____, 2013.

LANDLORD:

CITY OF JONESTOWN, TEXAS

By: _____
Deane Armstrong
Mayor, City of Jonestown

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2013,
by Deane Armstrong, Mayor of the City of Jonestown, Texas.

Notary Public of the
State of Texas

Printed Name

My commission expires: _____

TENANT:

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

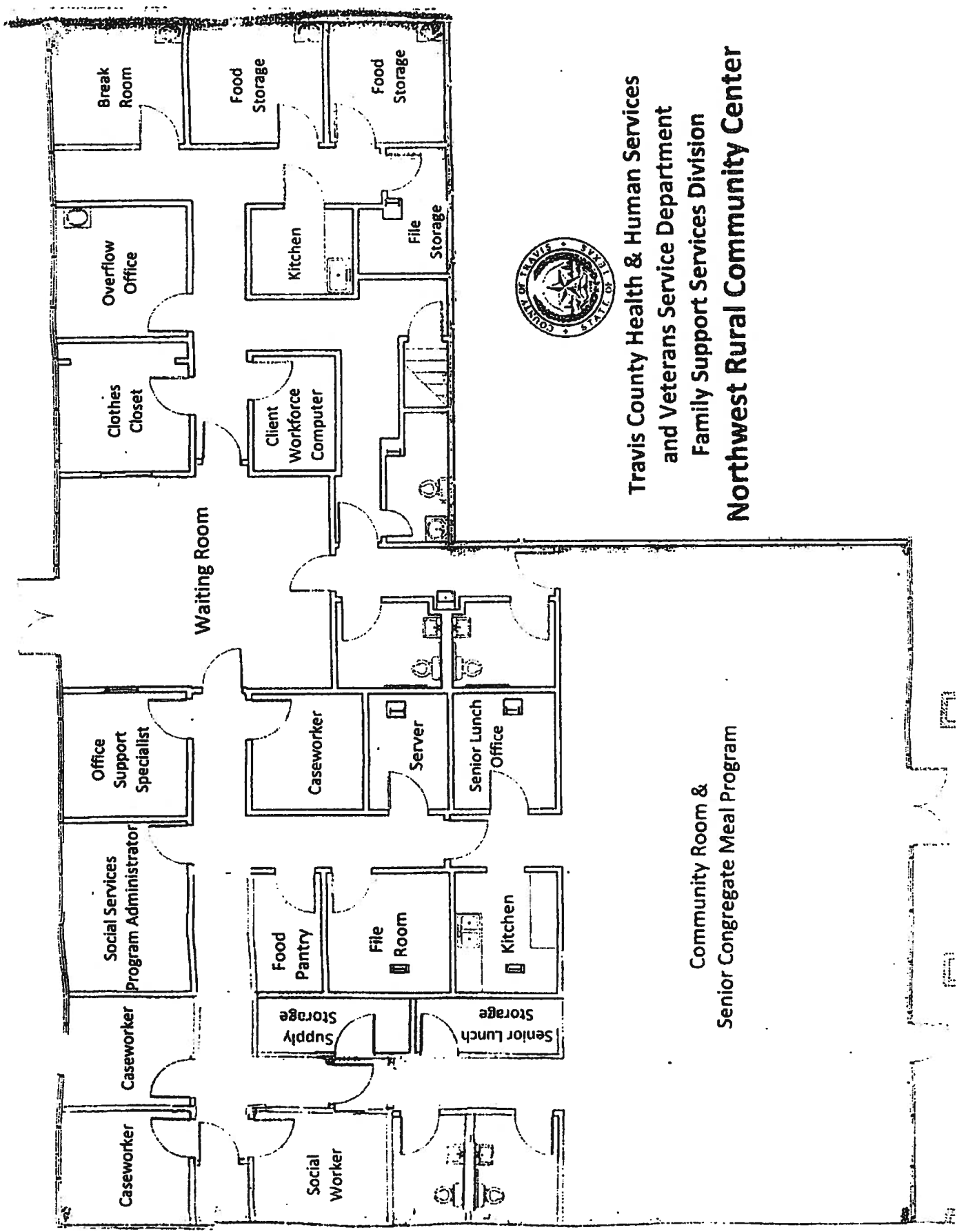
This instrument was acknowledged before me on the ___ day of _____, 2013, by Samuel T. Biscoe, Travis County Judge.

Notary Public of the
State of Texas

Printed Name

My commission expires:

Exhibit I
Floor Plan of Premises



Travis County Health & Human Services
 and Veterans Service Department
 Family Support Services Division
Northwest Rural Community Center

Community Room &
 Senior Congregate Meal Program

EXHIBIT II
Ethics Affidavit

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Date: _____
Name of Affiant: _____
Title of Affiant: _____
Business Name of LANDLORD: _____
County of LANDLORD: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by LANDLORD to make this affidavit for LANDLORD.
2. Affiant is fully aware of the facts stated in this Affidavit.
3. Affiant can read the English language.
4. LANDLORD has received the list of Key Contracting Persons associated with this Lease Agreement, which list is attached to this Affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom LANDLORD is doing business or has done business during the 365-day period immediately before the date of this Affidavit whose name is not disclosed in Attachment 2 to this Affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on _____, 2013.

Notary Public, State of Texas

Typed or printed name of notary

My commission expires: _____

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
August 15, 2013

CURRENT

Business Position Held Associated	Name of Individual Holding Office/Position	Name of Individual is
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Ilon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Interim Chief Information Officer	Tanya Acevedo	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	

Director, Transactions DivisionJohn Hille
 Attorney, Transactions Division.....Daniel Bradford
 Attorney, Transactions DivisionElizabeth Winn
 Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M., CPPO
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVCW Bruner, CTP
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IVRosalinda Garcia
 Purchasing Agent Assistant IVAngel Gomez*
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant IIISydney Ceder*
 Purchasing Agent Assistant IIIRuena Victorino*
 Purchasing Agent Assistant IIIRachel Carona*
 Purchasing Agent Assistant IIVacant
 Purchasing Agent Assistant IIL. Wade Laursen
 Purchasing Agent Assistant IISam Francis*
 HUB CoordinatorSylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of</u> <u>Expiration</u>
County Auditor ..	Susan Spataro, CPA.....	08/31/13
Purchasing Agent Assistant IV	George R. Monnat, C.P.M., A.P.P.	09/26/13
Executive Assistant.....	Cheryl Aker	10/05/13
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14

Executive Assistant..... Jacob Cottingham 01/01/14
Commissioner, Precinct 2 Sarah Eckhardt.....05/ 1/14
Purchasing Agent Assistant III Nancy Barchus, CPPB06/28/14

* - Identifies employees who have been in that position less than a year.

ATTACHMENT 2 TO EXHIBIT II

DISCLOSURE

LANDLORD acknowledges that LANDLORD is doing business or has done business during the 365-day period immediately prior to the date on which this Lease Agreement is signed with the following Key Contracting Persons and warrants that these are the only such Key Contracting Persons:

If no one is listed above, LANDLORD warrants that LANDLORD is not doing business and has not done business during the 365-day period immediately prior to the date on which this Lease Agreement is signed with any Key Contracting Person.

Exhibit III

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date

Adopted 06/29/07