



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013. Executive Session

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: County Judge Samuel T. Biscoe

Roger El Khoury
HB

AGENDA LANGUAGE:

Consider and take appropriate action regarding the usage of the Expo Center as remote parking lots by the Circuit of The Americas for the November 14, 15 and 16, 2013 Formula One events. (Exec Session Gov't Code Ann 551.072)

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) was contacted by the Circuit of The Americas (COTA) regarding their multiyear contract to use the Expo Center as remote parking lots for the Formula One events. COTA signed a three year license agreement with Travis County for use of the Exposition Grounds for parking during the Formula One events. They are now in the second year of this three year agreement and are asking for a modification to the license. Steve Elliot of COTA indicated that they had leased a non-weathered parking area closer to the track for this year's event. COTA would like to pay \$12,000 as non-refundable amount to hold the Exposition Center Grounds as a backup parking location in case of rain. If COTA uses the Exposition Center at all during the three day period of November 14, 15 and 16, 2013, they would pay the full balance of the \$23,072 for the use of the grounds as per the terms of the original license agreement. Attachment One is the First Amendment to the License Agreement between Travis County and COTA that captures this agreement. Mr. Elliot has signed the agreement and forwarded the \$12,000 non-refundable deposit. FMD recommends approval of this amendment.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends the Commissioners Court approve the first amendment to the license agreement with the Circuit of The Americas.

ISSUES AND OPPORTUNITIES:

The Expo Center has parking spaces for use by the Circuit of The Americas for Formula One Events. Approval of this request will provide additional revenues to the Expo Center.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY13 revenue would be \$12,000 plus \$11,072 if used plus 1/3 of parking fees collected by COTA.

ATTACHMENTS/EXHIBITS:

Signed First Amendment to License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office, 854-9455.

**FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN
TRAVIS COUNTY
AND
CIRCUIT OF THE AMERICAS, LLC**

This Amendment (this Amendment") made effective the 17th of October 2013, between TRAVIS COUNTY, a political subdivision of the State of Texas ("Licensor"), and Circuit of the Americas, LLC, a Delaware limited liability company ("Licensee").

Preliminary Statement

- A. Licensor and Licensee entered into that certain License agreement dated May 23, 2012 ("Original License");
- B. The Original License and Amendment collectively referred to herein as the "License;" and
- C. Licensee and Licensor desire to enter into this Amendment to amend the License to provide for a non-refundable deposit to hold the right to use the Licensed Space for November 14, 15, and 16, 2013.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and the mutual undertakings of the parties, it is agreed as follows:

- 1. Non-refundable Deposit for November 14, 15, and 16, 2013: Licensee hereby pays \$12,000 to Licensor for a non-refundable deposit to hold the right to use the Licensed Space for November 14, 15, and 16, 2013. If Licensee uses the Licensed Space for only one (1) day on November 14, 15, or 16, 2013, Licensor will immediately pay the full balance of \$23,072 for that year to Licensor.
- 2. Successors and Assigns: This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 3. Capitalized Terms: All capitalized terms not defined herein shall have the same meanings given to such terms in the License.
- 4. License Terms: Except as expressly amended hereby, the License and all of the terms, covenants and conditions of the License are hereby confirmed and shall remain and continue in full force and effect.
- 5. No Oral Modifications: This Amendment may not be modified or terminated orally and along with the Original License, constitute the entire agreement between the parties with respect to the subject matter hereof. It is acknowledged that no officer, agent, employee, or representative of Licensor has any authority to change this

Amendment unless expressly granted that authority by the Commissioners Court of Travis County.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment as of the day and year first above written,

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

CIRCUIT OF THE AMERICAS, LLC
a Delaware limited liability company

By: _____
Name: Steve Sexton
Title: Chief Executive Officer