



Travis County Commissioners Court Agenda Request

Meeting Date: December 10, 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, Precinct Three

Roger El Khoury
JB

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve the first amendment to the lease agreement between Harry Whittington (D/B/A Travis Properties) and Travis County for space located at 205-209 West 9th Street in Austin, Texas.

BACKGROUND/SUMMARY OF REQUEST:

On October 21, 2008, the Commissioners Court approved a lease agreement between Harry Whittington (D/B/A Travis Properties) and Travis County for space located at 205-209 West 9th Street in Austin, Texas. The Office of Child Representation and Office of Parent Representation are occupying 6,992 net rentable square feet at this location. This lease was for a five year term starting on January 1, 2009 and ending on December 31, 2013. The need for the lease space continues. The Facilities Management Department (FMD) contacted the landlord and confirmed that they were willing to extend the lease for a one year term at the same rate as per the last two years of the current lease, which was \$19.22 per rentable square foot. Approval of the First Amendment will extend access to the space until December 31, 2014.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends approval of the first amendment to the lease agreement with Harry Whittington for office space at 205-209 West 9th Street.

ISSUES AND OPPORTUNITIES:

Mr. Roger Jefferies, County Executive, Justice and Public Safety has confirmed that they would like to extend the lease at this location. FMD coordinated with Chris Gilmore, County Attorney's Office on the first amendment to the lease which is at Attachment One. There are no financial

or legal issues that would impact approval of this renewal. Funding for the lease is available in the approved central line item budget for leases.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$134,386.274 for annual rent is funded in the lease budget.

ATTACHMENTS/EXHIBITS:

First Amendment to Lease Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office

**FIRST AMENDMENT TO LEASE AGREEMENT
BETWEEN HARRY WHITTINGTON (D/B/A TRAVIS PROPERTIES) AND TRAVIS
COUNTY FOR OFFICE SPACE AT 205-209 WEST 9TH STREET**

This Amendment (this "First Amendment") made effective the _____ of _____, 2013, between HARRY WHITTINGTON (D/B/A Travis Properties) ("Landlord"), and TRAVIS COUNTY, a political subdivision of the State of Texas ("Tenant").

Preliminary Statement

- A. Landlord and Tenant entered into that certain lease agreement dated January 1, 2009, ("Original Lease") pursuant to which Tenant leased approximately 6,992 square feet of Rentable Area as defined by the Lease ("Premises") in that office space ("Office Space") located at 205-209 West 9th Street, Austin, Texas; and
- B. The Original Lease and First Amendment collectively referred to herein as the "Lease."
- C. Landlord and Tenant desire to enter into this First Amendment to amend the Lease.

AGREEMENT:

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

- 1. **Renewal Term:** Landlord and Tenant hereby extend the Lease for a one (1) year term. Such extended term will commence January 1, 2014, and expire on December 31, 2014.
- 2. **Fixed Minimum Rent:** As part of the consideration for the execution of this First Amendment, beginning on January 1, 2014, and continuing for the duration of the Term, Tenant covenants, agrees and promises to pay Fixed Minimum Rent for the Premises as follows:


Year	County Department	Term	Square Feet x PSF Rental Rate	Monthly Rental Rate	Annual Rental Payment
2014	Child Public Defender and Parent Public Defender	1/1/2014 – 12/31/2014	6,992 ft ² x \$19.22	\$11,198.85	\$134,386.24

3. Option to Renew: Neither Landlord nor Tenant may unilaterally extend the term of the Lease after December 31, 2014.
4. Successors and Assigns: This First Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
5. Capitalized Terms: All capitalized terms not defined herein shall have the same meanings given to such terms in the Lease.
6. Lease Terms: Except as expressly amended hereby, the Lease and all of the terms, covenants and conditions of the Lease are hereby confirmed and shall remain and continue in full force and effect.
7. No Oral Modifications: This First Amendment may not be modified or terminated orally and along with the Original Lease 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 Landlord has any authority to change this First Amendment unless expressly granted that authority by the Commissioners Court of Travis County.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment as of the day and year first above written.

LANDLORD:

HARRY M. WHITTINGTON
D/B/A Travis Properties

By: 
Printed Name: Harry M. Whittington
Title: owner

TENANT:

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
Travis County Judge