



## Travis County Commissioners Court Agenda Request

**Meeting Date:** October 21, 2014

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

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

**County Executive:** Leroy Nellis, Acting County Executive, PBO, 854-9106

**Sponsoring Court Members:** Commissioner Daugherty, Precinct Three

### AGENDA LANGUAGE:

Consider and take appropriate action on request to approve the second amendment to the lease agreement between Harry Whittington (D/B/A Travis Properties) and Travis County for space located at 205-209 West 9<sup>th</sup> 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 9<sup>th</sup> Street in Austin, Texas. The Office of Child Representation and Office of Parent Representation are currently occupying 6,992 net rentable square feet at this location. In November 2014, the Office of Parent Representation will relocate from the leased space to County owned space at 1010 Lavaca. The Office of Child Representation (OCR) which occupies 3,465 net rentable square feet is anticipated to remain at the leased property through the end of July 2015, at which time this office will also relocate to 1010 Lavaca. This second amendment to the lease will reduce the total rentable square footage of the lease starting on November 16, 2014 through July 31, 2015. Facilities Management Department (FMD) contacted the landlord and confirmed that they were willing to extend the lease for this reduced square footage at the same rate as per the last three years of the current lease, which was \$19.22 per rentable square foot.

### STAFF RECOMMENDATIONS:

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

**ISSUES AND OPPORTUNITIES:**

FMD coordinated with Chris Gilmore, County Attorney's Office on the second amendment to the lease which is at Attachment One. There are no financial or legal issues that would impact approval of this lease amendment.

Funding for the lease is available in the approved central line item budget for leases.

**FISCAL IMPACT AND SOURCE OF FUNDING:**

\$47,173.13 for the remaining FY 15 rent is funded in the lease budget.

**ATTACHMENTS/EXHIBITS:**

Second Amendment to Lease Agreement

**REQUIRED AUTHORIZATIONS:**

Christopher Gilmore, County Attorney's Office

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

This Amendment (this "Second Amendment") made effective the \_\_\_\_\_ of \_\_\_\_\_, 2014, 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") and amended by first amendment dated December 10, 2013, ("First Amendment") 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 9<sup>th</sup> Street, Austin, Texas; and
- B. The Original Lease, the First Amendment and Second Amendment collectively referred to herein as the "Lease."
- C. Landlord and Tenant desire to enter into this Second 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 six (6) months. Such extended term will commence January 1, 2015, and expire on July 31, 2015.
- 2. **Fixed Minimum Rent:** As part of the consideration for the execution of this Second Amendment, beginning on November 16, 2014, and continuing for the duration of the Term, Tenant covenants, agrees and promises to pay Fixed Minimum Rent for the Premises as follows:

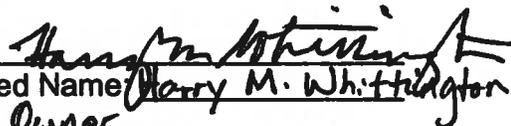
Year	County Department	Term	Square Feet x PSF Rental Rate	Monthly Rental Rate	8.5 Months Rental Payment
2014 And 2015	Child Public Defender (Office of Child Representation)	11/16/2014 – 7/31/2015	3,465 ft <sup>2</sup> x \$19.22	\$5,549.78	\$47,173.13

3. Option to Renew: Neither Landlord nor Tenant may unilaterally extend the term of the Lease after July 31, 2015.
4. Successors and Assigns: This Second 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 Second 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 Second 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