

AGENDA ITEM 32

Consider approving lease renewal for Department of Public Safety office at 807 East. 7th, Street in Georgetown.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve lease renewal for Department of Public Safety office at 807 East 7th Street in Georgetown at \$2,433.37 per month for 36 months.

Vote: Motion carried 5 – 0

< Clerk copy here >



General Services Commission

1711 San Jacinto - P.O. Box 13047

Austin, Texas 78711-3047

Web Site: www.gsc.state.tx.us

(512) 463-3035

CHAIRMAN
Gene Shull
COMMISSIONERS
Tomas Cardenas, Jr., P.E.
Jim Cox
Dionicio Vidal Flores, P.E.
Fred N. Moses
Barbara Rusling

February 16, 2000

**NOTICE OF ACCEPTANCE
NEGOTIATED CONTRACT**

Re: Lease 405-1688-E7E-GEORGETOWN

Term: 9/1/00 through 8/31/03

Building Description:

N/A

807 EAST 7TH

GEORGETOWN, WILLIAMSON, COUNTY, TEXAS 78626

Williamson County
Attn: The Honorable John C. Doerfler
County Judge
Williamson County Courthouse
Georgetown, Texas 78626

Dear Judge Doerfler:

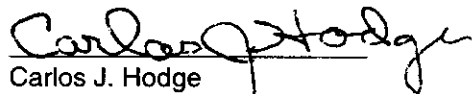
The General Services Commission, acting as Lessee for space leased by the State of Texas, expresses its appreciation for your offer of space provided by Williamson County to the Texas Department of Public Safety.

The formal contract, enclosed herewith, when signed and returned by you and received by this office, shall confirm the total terms and conditions of the contract between Williamson County and the State of Texas.

As a requirement of this contract, Lessor warrants, promises and represents that all building components, systems and services that are provided as a result of entering into this lease, whether specifically required by the lease or not, shall be Year 2000 compliant.

The terms of this contract may be changed only by written agreement between Lessee and Lessor. If you have any questions, please contact Norman Donelson at (512) 463-3326.

Respectfully,



Carlos J. Hodge
State Lease Officer

CJH:ND:ms

Enclosures

cc: Mr. Randy Ayers, Texas Department of Public Safety



LEASE NO. 405-1688-E7E-GEORGETOWN**STATE LEASE**
(NEGOTIATED)

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

1. PARTIES

This Agreement is made and entered into this 16TH day of FEBRUARY, 2000, by and between (a) LESSOR, WILLIAMSON COUNTY of WILLIAMSON County, TEXAS, USA and (b) LESSEE, STATE OF TEXAS

2. PROPERTY LEASED

Lessor promises, in return for the consideration described herein to be paid by the Lessee and the covenants set out herein to be kept by Lessee, to hereby lease, unto the Lessee, the following described property and premises, to wit:

4,380 square feet of net usable space, located in the

N/A Building, at

807 EAST 7TH [Street address], in

GEORGETOWN 78626 [City]

WILLIAMSON, County, Texas

Lessor also promises to furnish any and all requirements related to such property and premises as set out in all referenced attachments to this lease, all of which are incorporated herein by reference and made a part hereof for all purposes.

3. MONTHLY RENTAL

The Lessee agrees to pay Lessor TWO THOUSAND FOUR HUNDRED THIRTY THREE AND 37/100 Dollars (\$ 2,433.37) per month during the term of this lease. (All additions or deletions of net usable space to this lease shall be based upon a charge of 55.56 cents per square foot per month.) Lessor agrees to submit monthly statements for rent to the occupying state agency. The monthly rentals provided for herein shall be due and payable by Lessee in advance on the first day of the month for which said rentals are due.

4. TERM OF THE LEASE

The term of this lease shall be for 36 months commencing on the 1ST day of SEPTEMBER, 2000, and ending on the 31ST day of AUGUST, 2003, unless sooner terminated as hereinafter provided.

- (a) This lease contract is made and entered into in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, and is made contingent upon the continuation of federally funded programs, or upon the availability of state funds appropriated by the Legislature, to cover the full term and cost of this lease. In the event a curtailment of federally funded programs occurs, or in the event state appropriated funds are unavailable, the General Services Commission, hereinafter referred to as Commission, may assign another State agency to the space, or a part thereof, covered by this lease. Should the Commission be unable to find another State agency or agencies to fill, or partially fill the space, the Commission, upon written notice to the Lessor, either may terminate this lease, or adjust it in accordance with the provisions of this lease.

5. GENERAL TERMS AND CONDITIONS

- (a) Lessor further agrees that should the Lessee request additional space during the term of this lease, Lessor may furnish such space as is requested by the Lessee, if available, adjacent to space covered by this lease at a rental not more than the monthly cost per square foot shown in paragraph 3 above, and to be concurrent with the balance of the

6. SPECIAL TERMS AND CONDITIONS [shall be listed here, and shall include but not be limited to: mutual cancellation clauses, provisions relating to performance bonds on new construction, special requirements peculiar to the occupying agency, and special requirements or conditions bid by the Lessor and accepted by the Commission prior to its award].

(a)

The Lessee shall pay all utility bills necessary for the proper operation of the duties performed by the Lessee.

(b)

The Lessee shall provide janitorial services for the space occupied.

(c)

Lessor shall provide off-street parking for 46 vehicles, 2 of which must meet handicapped accessibility requirements per "Attachment A" to this lease.

(d)

Lessor warrants, promises and represents that all building components, systems and services that are provided as a result of entering into this lease, whether specifically required by the lease or not, shall be year 2000 compliant. "Building components, systems and services" shall include, but not be limited to: heating, ventilation and air conditioning; electrical; plumbing; lighting; sprinkler; elevator; security; automatic door and gate opening, closing and locking; card or keypad access or control; fire and smoke alarm, detection and reporting; telephone; computer automation; monitoring; and other building related components, systems and services. "Year 2000 compliant" shall mean that all building components, systems and services shall operate accurately and in the manner intended as they relate to date related operations when given a valid date containing century, year, month and day.

(e)

This lease shall comply with handicapped accessibility requirements as set out on "Attachment A".

LESSOR:

WILLIAMSON COUNTY

By: John C. Doerfler 5-16-00
 Signature John C. Doerfler
 (Please type or print name under signature)
County Judge
 Title [See 5. (e) above]

512 943-1550
 Area Code Telephone Number

Date: 5-16-00

LESSEE:

STATE OF TEXAS
 Acting by and through the
 GENERAL SERVICES COMMISSION

By: Carlos J. Hodge
 Signature CARLOS J. HODGE
STATE LEASE OFFICER
 Title

(512) 463-3331
 Area Code Telephone Number

ATTACHMENT "A"
Handicapped Accessibility Requirements

At the time the lease premises become occupied by Lessee and throughout the term of the lease and any additional tenancy, Lessor shall comply with the following provisions:

- (1) This lease shall comply with the Texas Accessibility Standards ("TAS") regarding architectural barriers to persons with disabilities promulgated under Article 9102, T.C.S., as prepared and administered by the Texas Department of Licensing and Regulation; the ADA Accessibility Guidelines ("ADAAG") promulgated under the Americans with Disabilities Act of 1990, Public Law 101-336, 42 United States Code 12101 et seq. In instances of differences between TAS and ADAAG, the most stringent requirement (i.e., providing the highest degree of accessibility) shall apply.
 - (2) The exterior conditions shall comply with accessibility standards for accessible sites and exterior facilities applicable to new construction as prescribed in TAS and ADAAG; the interior conditions shall comply with accessibility standards for accessible buildings and facilities applicable to alterations as prescribed in TAS and ADAAG.
 - (3) Article 9102, T.C.S., requires that the Texas Department of Licensing and Regulation (T.D.L.R.) inspect the leased space during the first year of the lease. Lessor will be responsible for payment of all fees required by T.D.L.R. for performing its functions under Article 9102.
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COMMISSIONERS COURT ADJOURNED TO EXECUTIVE SESSION AT 11 O'CLOCK A.M. ON TUESDAY, MAY 16, 2000.

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AGENDA ITEM 33

Discuss potential litigation: (EXECUTIVE SESSION REQUESTED as per VTCA Govt. Code sec 551.071 consultation with attorney)

No action was taken in executive session.

COMMISSIONERS COURT RECONVENED AT 11:55 A.M. ON TUESDAY, MAY 16, 2000.

AGENDA ITEM 34

Comments from commissioners

There were no comments from the commissioners

COMMISSINERS COURT RECESSED AT 12 O'CLOCK NOON ON TUESDAY, MAY 16, 2000

COMMISSIONERS COURT RECONVENED AT 3 O'CLOCK P.M. ON TUESDAY, MAY 16, 2000.

COMMISSIONERS COURT ADJOURNED AT 4 O'CLOCK P.M. ON TUESDAY, MAY 16, 2000.
