

Chair
Steven D. Alvis

18,139



Executive Director
Mike Novak

Commissioners
William Allensworth
Brian Bailey
Eddy Betancourt
C. Price Wagner

Mailing address:
P. O. Box 13047
Austin, TX 78711-3047
(512) 463-3446
www.tfc.state.tx.us

FILED FOR RECORD
at 1:30 o'clock P M

LEASE RENEWAL WITH TENANT IMPROVEMENTS AMENDMENT MAY 09 2023

Lease: 10543 Greenville
Term: 04/01/2003 through 09/30/2023

By BECKY LANDRUM
County Clerk, Hunt County, Tex.

This Lease Renewal with Tenant Improvements Amendment is made and entered into between the LESSOR, HUNT COUNTY, and LESSEE, STATE OF TEXAS acting by and through the Texas Facilities Commission, for and on behalf of the occupying agencies, the Health and Human Services Commission (HHSC) and the Department of Family and Protective Services (DFPS).

The term of the Lease is renewed for 60 months, from October 1, 2023 through September 30, 2028, for the leased premises comprised of 12,335 square feet of space, in accordance with the schedule below.

AGENCY	TERM	SQ. FT. OCCUPIED	ANNUAL RATE / SQ. FT.	COST PER MONTH
DFPS	05/01/2023 – 09/30/2023	6,293	\$17.38	\$ 8,752.63
HHSC	05/01/2023 – 09/30/2023	6,042	\$17.38	\$ 9,116.23
Total		12,335		\$17,868.86
DFPS	10/01/2023 – 09/30/2028	6,293	\$17.38	\$ 8,752.63
HHSC	10/01/2023 – 09/30/2028	6,042	\$17.38	\$ 9,116.23
DFPS TI Amortization	10/01/2023 – 09/30/2028	N/A	N/A	\$ 2,465.84
HHSC TI Amortization	10/01/2023 – 09/30/2028	N/A	N/A	\$ 2,367.49
Total		12,335		\$22,702.19

The monthly rental rate is subject to annual CPI escalations. Amortization of tenant improvement expenses will not be subject to CPI escalations.

At Lessor's expense, the Lessor agrees to make the following upgrades to the lease space prior to October 1, 2023:

DFPS Suites

4th Floor:

1. Replace the tile in the lobby with Non-Slip LVT.
2. Replace the carpet in the entire suite except 406 and 409 & 413 with commercial grade carpet tile (24" x 24"). Lessor accepts responsibility for the costs of moving all furniture and equipment during future carpet replacement.
3. Replace the tile in Area 406, 409 & 413 with Non-Slip LVT.
4. Paint the entire suite including the lobby and restrooms; except areas 406 and 409 (these rooms have murals on the walls).
5. Lessor to replace all lights with LED bulbs at Lessor's expense on floors 4, 5, 6, and 7.
6. Lessor to level the ceiling grid and replace all damaged ceiling tiles on floors 4, 5, 6, and 7 at Lessor's expense and as required under the terms of the maintenance portion of the lease.
7. Lessor will replace all flooring in the foyers outside the elevators on floors 4, 5, 6, and 7 at Lessor's expense.

Texas Facilities Commission

Physical address: 1711 San Jacinto Blvd, Austin, Texas 78701

Planning and administering facilities in service to the State of Texas

5th Floor:

1. Replace the tile in the lobby and break room with Non-Slip LVT.
2. Replace the carpet in the entire suite and conference room with commercial grade carpet tile (24" x 24"). Lessor accepts responsibility for the costs of moving all furniture and equipment during future carpet replacement.
3. Paint the entire suite including the break room, restrooms, lobby, and conference room.
4. Lessor to replace all lights with LED bulbs at Lessor's expense on floors 4, 5, 6, and 7.
5. Lessor to level the ceiling grid and replace all damaged ceiling tiles on floors 4, 5, 6, and 7 at Lessor's expense and as required under the terms of the maintenance portion of the lease.
6. Lessor will replace all flooring in the foyers outside the elevators on floors 4, 5, 6, and 7 at Lessor's expense. On floor 6, this will be started and completed on a weekend as not to disrupt the agency's ability to conduct business, and to comply with OSHA and prevent safety hazard issues.

HHSC Suites

6th Floor:

1. Replace the tile in the foyer, lobby, receptionist area with Non-Slip LVT.
 - a. Foyer/Lobby to be completed overnight/weekend
2. Lessor to replace all lights with LED bulbs at Lessor's expense on floors 4, 5, 6, and 7.
3. Lessor to level the ceiling grid and replace all damaged ceiling tiles on floors 4, 5, 6, and 7 at Lessor's expense and as required under the terms of the maintenance portion of the lease.
4. Lessor will replace all flooring in the foyers outside the elevators on floors 4, 5, 6, and 7 at Lessor's expense. On floor 6, this will be started and completed on a weekend as not to disrupt the agency's ability to conduct business, and to comply with OSHA and prevent safety hazard issues.
5. Lessor will start and complete all TI (flooring and paint) to Floor 6 Waiting Room/lobby on a weekend as not to disrupt the agency's ability to conduct business, and to comply with OSHA and prevent safety hazard issues.
6. Lessor will start and complete all TI (flooring and paint) to Floor 6 Reception area on a weekend as not to disrupt the agency's ability to conduct business, and to comply with OSHA and prevent safety hazard issues.

7th Floor:

1. Replace the tile in the foyer, lobby, and breakroom with Non-Slip LVT.
2. Replace the carpet on both floors with commercial grade carpet tile (24" x 24") that shall be provided in open areas where modular stations will be installed.
3. Paint suites on both floors including the lobby and restrooms.
4. Lessor to replace all lights with LED bulbs at Lessor's expense on floors 4, 5, 6, and 7.
5. Lessor to level the ceiling grid and replace all damaged ceiling tiles on floors 4, 5, 6, and 7 at Lessor's expense and as required under the terms of the maintenance portion of the lease.
6. Lessor will replace all flooring in the foyers outside the elevators on floors 4, 5, 6, and 7 at Lessor's expense.

Notes for Tenant Improvements:

1. All colors, material, and finishes to be selected and approved by agency designated staff from building standard (at least 3 choices to be given to agency for selection).
2. Lessor to be responsible for moving all furniture and necessary items, to include lifting/disassembling and reinstallation of modular to include electrical hookup (if applicable) before and after construction, except for computer, multifunction copiers and Xerox machines, and telecommunication equipment which will be moved by agency IT staff or arranged by agency staff.
3. Timing of the work shall be in coordination and at the approval of the occupying agency, which shall not be unreasonably withheld. Lessor must provide a construction schedule of all work to be performed and milestones that were approved and coordinated with the occupying agency.

4. Lessor must coordinate the date and time of all construction and installation activities with the agency designated staff before work begins.
5. For the modular that is up against the wall, wall behind it to be painted.

Color choices:

4th Floor

- 🚧 Carpet- Midnight Blue
- 🚧 Paint - Hallways- Blustery Sky
- 🚧 Paint - Inside offices- Marshmallow

5th Floor

- 🚧 Carpet-Midnight Blue
- 🚧 Hallways- Blustery Sky
- 🚧 Paint - Inside offices, conference room, and breakroom- Marshmallow
- 🚧 Flooring for the break room - Philadelphia Carrara LVT Stone

6th Floor

- 🚧 Carpet-Midnight Blue
- 🚧 Lobby Flooring - Philadelphia Carrara LVT Stone
- 🚧 Paint - Walls in Lobby, inside offices, reception area and conference room-Blustery Sky
- 🚧 Paint - Walls- Naval

7th Floor

- 🚧 Break room Flooring - Philadelphia Carrara LVT Stone
- 🚧 Paint - Breakroom-Blustery Sky
- 🚧 Paint - Walls- Naval
- 🚧 Paint - Inside office wall- Blustery Sky

In the performance of its responsibilities and obligations for Tenant Improvements, Lessor shall diligently and in good faith discharge and perform its duties hereunder in a businesslike manner consistent with the manner which a businessman in Lessor's profession would exercise for transactions of a similar nature for its own account including, but not limited to, efficient business administration and coordination as reasonably necessary. Lessor shall cause the Tenant Improvements to be timely constructed in a good and workmanlike manner and in coordination with the Health and Human Services Commission (HHSC) and the Department of Family and Protective Services (DFPS).

Lessor covenants and agrees during the term of the lease to take all action and follow local, state, or federal protocol during a life-threatening event. Lessor shall comply with local and state government orders regarding pandemic related restrictions.

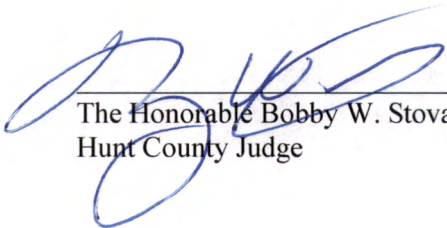
The date of this Lease Renewal with Tenant Improvements Amendment is the date that it is signed by Lessee's duly authorized representative; however, this Lease Renewal with Tenant Improvements Amendment is not effective until the majority approval by a quorum of the Commission members of the Texas Facilities Commission. If the Commission does not approve the Lease, it may be terminated by the State of Texas without liability upon 30-day notice to the Lessor.

All other terms and conditions of the Lease remain the same and continue in full force and effect. This Lease Renewal with Tenant Improvements Amendment is by mutual agreement between Lessee and Lessor.

TEXAS FACILITIES
COMMISSION APPROVED:

APPROVED BY:

Mike Novak, Executive Director
Texas Facilities Commission



The Honorable Bobby W. Stovall
Hunt County Judge

Date: _____

Date: May 9, 2023

cc: Evelyn Esquivel, Health and Human Services Commission
Stephanie Ramos, Department of Family and Protective Services
Chuck Allen, Texas Department of Insurance-State Fire Marshal's Office-Fire Safety Inspections
Ginna Harris, Texas Department of Licensing and Regulation

ab