

December 12, 2018

WHEREAS, on April 1, 2018, as authorized by Section 2-11.2, 1960 Revised Dallas Code, as amended by Ordinance No. 20951, City Manager entered into a six-month Commercial Sublease Agreement ("Lease") between Texas Solutions Group, as sublandlord, ("Landlord") and the City of Dallas, as tenant, for approximately 192 square feet of office space located in an office suite, having a street address of 1303 San Antonio Street, Suite 720, Austin, Travis County, Texas (the "Premises"); and

WHEREAS, the Lease expired by its own terms on October 1, 2018, and the City is currently in a holdover tenant status; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the Lease to provide for an additional twenty-eight (28) months ("Extension Term"); upon certain amended terms as provided below.

Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:

SECTION 1. That the City Manager upon approval as to form by the City Attorney, is hereby authorized to execute a First Amendment to Commercial Sublease Agreement between Texas Solutions Group LLC, a New Mexico limited liability company, and the City of Dallas.

SECTION 2. That the special terms and conditions of the First Amendment to Commercial Sublease Agreement are:

(a) The term of the Lease is hereby extended the term for an additional twenty-eight (28) months, beginning October 1, 2018 and ending January 31, 2021, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

(b) The City shall pay Landlord as the "Monthly Rental Payment" during the Extension Term, the rental payment in the following amount (subject to annual appropriations):

October 1, 2018 – January 31, 2021: \$1,350.00 per month

(c) The City shall pay "Utilities" as defined as cable and internet fee to the Landlord as "Additional Rental". Additional monthly rental payments shall be as follows, (subject to annual appropriations):

October 1, 2018 – January 31, 2021: \$170.36 per month

(d) The City reserves the right to terminate with a thirty (30) day notice.

- (e) The City reserves the right to terminate the Lease on the last day of any current fiscal year due to non-appropriations of funds.
- (f) All other terms of the Lease, not expressly amended hereby shall remain in full force and effect.

SECTION 3. That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Texas Solutions Group LLC, or its successors and assigns on the first day of each month in advance during the lease term beginning October 1, 2018 in the amount specified below:

October 1, 2018 – January 31, 2021: \$1,520.36 per month
(subject to annual appropriations)

SECTION 4. That the payments will be charged as follows:

October 1, 2018 – January 31, 2021: General Fund, Fund 0001, Department BMS, Unit 1978, Object 3330, Encumbrance/Contract No. CX-BMS-2018-00004515, Commodity 97145, Vendor VC18478.

SECTION 5. That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective telephone, communications, utility and janitorial and security companies upon receipt of a bill for such services or other applicable charges throughout the lease term.

SECTION 6. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO, Interim City Attorney

BY: 
Assistant City Attorney

APPROVED BY
CITY COUNCIL

DEC 12 2018

CITY SECRETARY