

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted:	July 1, 2009	Submitted By:	Karl A. Lavine
Court Agenda Date:	July 7, 2009	Department:	Indigent Health Care
		Phone Number:	281-238-3234

SUMMARY OF ITEM: Take all appropriate action to approve this third amendment to the Lease Agreement with Oak Bend Medical Offices, LTD. for the Fort Bend County Indigent Health Care Physician's Clinic, beginning June 1, 2009 and ending May 31, 2010.

RENEWAL AGREEMENT/APPOINTMENT YES NO
REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: 100640100 Account Number: 63300
 Activity (If Applicable):

DESCRIPTION OF LAWSOM ACCOUNT: RENTAL

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:

Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

XX Auditor (281-341-3774)	XX Comm. Pct. 1 (281-342-0587)
XX Budget Officer (281-344-3954)	XX Comm. Pct. 2 (281-403-8009)
XX Facilities/Planning (281-633-7022)	XX Comm. Pct. 3 (281-242-9060)
XX Purchasing Agent (281-341-8642)	XX Comm. Pct. 4 (281-980-9077)
XX Information Technology (281-341-4526)	XX County Clerk (281-341-8697)
<input type="checkbox"/> Other:	XX County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:

Special Handling Requested (specify):

7-23-09 2 orig. ret. to Karl at Indigent Health

THIRD AMENDMENT TO LEASE AGREEMENT

STATE OF TEXAS:

KNOW ALL MEN BY THESE PRESENT:

COUNTY OF FORT BEND:

This Third Amendment of Lease Agreement (the "Third Amendment") is made and entered into by Oak Bend Medical Office, Ltd., as Lessor ("Lessor") and Fort Bend County as Lessee ("Lessee") upon the terms and provisions herein set forth.

WITNESSETH:

WHEREAS, by Lease Agreement (the "Lease") entered into on June 1, 2006, Lessor agreed to lease Lessee approximately 2,358 square feet of rentable space, Suite 104, (the "Leased Premises") located at 1601 Main Street, Richmond, Texas. Such Lease Agreement was amended by First Amendment to Lease Agreement ("First Amendment") executed by Lessee on June 26, 2007 and by Second Amendment to Lease Agreement executed by Lessee on July 8, 2008. Collectively, the Lease, First Amendment and Second Amendment shall hereinafter be called the "Lease".

WHEREAS Lessor and Lessee desire to modify certain terms and provisions of the Lease, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the terms and provisions described in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Lessor and Lessee do hereby modify the lease as follows:

Section 3: Term: The Term is hereby extended by twelve (12) months beginning June 1, 2009, and ending on May 31, 2010. The Lease shall not automatically renew.

Section 5(a): Base Rent: Base Rent for the period per month. June 1, 2009 through May 31, 2010 shall be \$4,400.00 per month.

Except as modified by this Third Amendment, all terms and provisions of the Lease shall remain the same.

LESSOR: OAK BEND MEDICAL OFFICE, LTD.

LESSEE: FORT BEND COUNTY

By: Oak Bend Medical Office, LLC
General Partner

By: Robert E. Hebert
Robert E. Hebert, County Judge

Name: Emmett McLeod

Date: July 7, 2009

Title: member

Date: 6-24-09

ATTEST:

Dianne Wilson
Dianne Wilson, County Clerk

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 52,800.00 are available to pay the obligation of Fort Bend County within the foregoing Agreement.

Robert Ed Sturdivant
Robert Ed Sturdivant, County Auditor