

FIFTH MODIFICATION AND RATIFICATION OF LEASE AGREEMENT

This Fifth Modification and Ratification of Lease Agreement made and entered into between HOUSTON BUSINESS DEVELOPMENT, INC. (herein "Landlord") a Texas non-profit corporation and HARRIS COUNTY, a political subdivision of the State of Texas (herein "Tenant"), for good and valuable consideration, receipt of which is hereby acknowledged,

WITNESSETH:

1. Landlord and Tenant (herein also the "Parties") hereby confirm and ratify except as modified hereinbelow, all the terms, conditions and covenants in that certain Lease Agreement (also herein known as the "Lease") entered into by the Parties dated August 9, 2005, and as amended May 2, 2006, as amended July 28, 2009, as amended September 23, 2014, and further amended September 14, 2021, for the rental of the following described property: approximately 16,397 square feet of net rentable office space located at 5290 and 5300 Griggs Road, Houston, Texas 77021 (herein the "Premises").
2. Landlord and Tenant agree to the following changes in the Lease Agreement effective with the execution of the Fifth Modification and Ratification of Lease Agreement (herein also the "Lease Amendment"):
 - A. Article (1.02) Term – Subject to the terms provisions and conditions hereof, this Lease shall continue in force for a term of sixty (60) months, beginning on the 1st day of October 2026, hereinafter called the Renewal Commencement Date, and continuing thereafter through and including the 30th day of September 2031.
 - B. Article (2.0) Minimum Base Rent- Effective October 1, 2026. The monthly base rental payable by the Tenant to the Landlord shall be:

\$31,352.75 per month from October 1, 2026, to September 30, 2027
\$32,035.96 per month from October 1, 2027, to September 30, 2028
\$32,035.96 per month from October 1, 2028, to September 30, 2029
\$33,402.38 per month from October 1, 2029, to September 30, 2030
\$33,402.38 per month from October 1, 2030, to September 30, 2031
 - C. Tenant Improvements – Subject to Exhibit "A" attached to this Lease Amendment, Tenant and Landlord agree that the tenant improvements (herein the "Work") set out there in shall be constructed by Landlord in the buildings. The ("Sum Payment") in which the Parties have agreed to is included in the Monthly Payments set out above; and further, which Sum shall be paid to by Landlord for the aforesaid Work to be constructed in, on and upon the Premises.
 - D. Ratification of All Other Provisions of the Original Lease – All provisions of the Lease, as specifically amended or revised herein, are hereby ratified and confirmed. This Fifth Modification and Ratification of Lease Agreement may be signed in multiple

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counterparts, any one of which may be deemed an original, but all of which, when taken together, shall constitute one instrument. In the event of a conflict between the terms of the Lease and this Fifth Modification and Ratification of Lease Agreement, the terms and conditions of this Fifth Modification and Ratification of Lease Agreement, shall control and supersede those of the Lease.

THIS WRITTEN FIFTH MODIFICATION AND RATIFICATION OF LEASE AGREEMENT OF THE LEASE, REPRESENTS THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT PAROL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS OF THE PARTIES.

In Witness Whereof, the Parties have executed this Fifth Modification and Ratification of Lease Agreement and have affixed their signatures as of this 21st day of March, 2025.

LANDLORD:

HOUSTON BUSINESS DEVELOPMENT, INC.

By: 

Name: Marlon D. Mitchell

Title: President/CEO

TENANT:

HARRIS COUNTY

By: _____

Lina Hidalgo

HARRIS COUNTY JUDGE

APPROVED AS TO FORM:

Christian D. Menefee

COUNTY ATTORNEY

By:  03/31/25
1D2B53C974C44B

Kevin E. Mason

Senior Assistant County
Attorney

CAO File No.: 25RPD0010

EXHIBIT "A"

TENANT IMPROVEMENTS



RTSMA

Ph: 281-914-2944

Fax: 281-243-0123

PROPOSAL/ ESTIMATE

Date: 11/04/2024 Project: JP's Office Location: 5300 Griggs Road, Houston Tx 77021

After visiting the job site, we hereby propose the following scope of work.

Scope of Work

Demolition

1. Remove all the carpets in offices.
2. Remove the electrical poles in the main entrance area and cap off electrical.
3. Office 126 (constable) bathroom= remove tile on floors, shower, toilet, sink, light, shower door, and plumbing fixtures.
4. Replace thermostat in office 126.
5. Remove ac grills and return grills that are damaged.
6. Remove all electrical outlets, switches, and light fixtures.
7. Room 114= remove closet opening.
8. Remove the overhead opening in the hallway in front of the breakroom.
9. Main Entrance area= remove glass pass through window and door.

Build back / Remodel

1. Install carpet tiles and cove base (black) in offices 112, 113, 114, 115, 118, 120, 121, 126, waiting area, and new conference room.
2. Install laminate luxury vinyl tile planks and cove base (black) in the hallway and breakroom only.
3. Install new light fixtures, electrical outlets (white), and switches (white).
4. Break Room= 1. Remove and replace the countertop with level one granite. 2. Reface cabinet doors only.
5. Install new standard AC and return grills that was removed.
6. Front/Center area= Build out a new conference room by enclosing off an area that's 12x22 with a glass store front look with two doors (glass inserts). There will be two walls that are to be glass and the remaining sheetrock walls will stay.
7. Paint ALL walls (offices, hallways, breakrooms) one color. (light gray) except for room that is stored with boxes. Paint the walls in the vestibule rear area by the stairway that is shared constable's office and court.
8. Office 126 (constable office)
 - a. Remove and replace the countertop with level one granite. Reface cabinet doors and front face of drawers only with new painted or laminated doors. (All hardware and inside of the cabinet will remain the same).
 - b. Restroom= install new tile in the shower and floor areas.
 - c. Restroom= install new vanity or pedestal, toilet, light, plumbing and light fixtures. (Plumbing fixtures are to be automatic control items)

9. Main Entrance= Install new door with glass inserts double door system.
10. Remove and replace 11 (eleven) office doors with single full glass lite laminated doors.
11. Remove and replace all other doors with new laminate panels.
12. **All metal silver door frames and door hardware remain the same.
13. ***carpet, tile, laminate luxury vinyl floor, countertops, doors, laminate, plumbing & light will be from contractors' selection. ***
14. **All laminate doors have the same color.
15. *Dumpster provided by client.
16. Remove debris from demolition & build back and perform a final clean upon completion.

Extra charges will apply to perform additional work for not on scope of work.

Excluded in this proposal: data/low voltage for computers, security, rekeying of locks, furniture package, door control access, specialty signs, and any other items not listed in the scope of work

Labor and materials: \$145,622.00

Payment Terms: 3 payments. (30% down, 60% payment, 10% final)

All work is to be performed in a professional manner and shall comply with applicable codes, laws, ordinances, rules, and regulations.

_____ Client acceptance Demand Knowledge Contractor

ORDER OF COMMISSIONERS COURT

Authorizing execution of a Lease Agreement between
Harris County and Houston Business Development, Inc.

The Commissioners Court of Harris County, Texas convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2025, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A FIFTH AMENDMENT TO THE AGREEMENT BETWEEN HARRIS COUNTY AND HOUSTON BUSINESS DEVELOPMENT, INC.


Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	___	___	___
Comm. Ellis	___	___	___
Comm. Garcia	___	___	___
Comm. Ramsey	___	___	___
Comm. Briones	___	___	___

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:


IT IS ORDERED that County Judge Lina Hidalgo be, and she is hereby, authorized to execute for and on behalf of Harris County, a Lease Agreement between Harris County and Houston Business Development, Inc. The Lease Agreement is incorporated here as though fully set forth word for word.


All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.





CECOP


5290 Griggs rd.





 Harris County GCS (1)




 I want to...



 5290 GRIGGS RD, HOUSTON, TX, 77021







Displaying 1 - 1 (Total: 1)

  Page 1 of 1 