ORDER OF COMMISSIONERS COURT

Authorizing execution of a Lease Agreement between Harris County and St. Stephen's United Methodist Church

| The Commissioners Court of Harris County the Harris County Administration Building in the, 2025, with all members presented. | City o | f Hous | • |
|--|----------|--------|---------------------------------|
| A quorum was present. Among other busine | ess, the | follow | ing was transacted: |
| ORDER AUTHORIZING EXECUTION OF HARRIS COUNTY AND ST. STEPHEN'S UNI | | | |
| Commissioner | introd | uced a | n order and made a motion that |
| the same be adopted. Commissioner | | S | econded the motion for adoption |
| of the order. The motion, carrying with it the adoptote: | | | |
| Vote of the Court | Yes | No | <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 St. Stephen's United Methodist Church. 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.

AMENDMENT TO LEASE AGREEMENT BETWEEN HARRIS COUNTY AND ST. STEPHEN'S UNITED METHODIST CHURCH

THE STATE OF TEXAS \$

COUNTY OF HARRIS \$

This Amendment to Lease Agreement ("Amendment") is made and entered into by and between St. Stephen's United Methodist Church ("Landlord"), and Harris County, a body corporate and politic under the laws of the State of Texas ("Tenant" or "County"). Landlord and Tenant are referred to individually as "Party" and collectively as "Parties" herein.

RECITALS:

WHEREAS, on September 10, 2019, the Commissioner's Court of Harris County approved the execution of a Lease Agreement ("Lease") between Landlord and Tenant for Tenant to lease facilities for Tenant's Harris County Domestic Relations Office to host group visitation;

WHEREAS, Landlord and Tenant now desire to amend the Lease in certain respects and for the purposes of extending the term and providing for new rental amounts;

NOW, THEREFORE, in consideration of the mutual covenants, agreements and benefit to both Parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lease is hereby amended and modified as follows:

TERMS:

- 1. This Amendment shall be governed by the Lease incorporated herein by reference as if set out word for word.
- 2. Section I. TERMS of the original Lease is hereby amended to add the following paragraph

<u>Additional Renewals</u>: Landlord and Tenant agree upon the execution of this Amendment that this Lease shall renew, upon the same terms and conditions except for the changes herein, for a term of three years beginning on January 1, 2025, and ending on December 31, 2028.

If mutually agreed upon, Tenant and Landlord may renew this Lease under the same terms and conditions, as amended, for three (3) additional one (1) year terms (each an "Additional Renewal Term"). The Tenant may exercise such option by giving notice in

writing to that effect at least 120 days prior to the expiration of the current Additional Renewal Term. If Landlord desires to reject such renewal term, Landlord shall notify Tenant in writing within 30 days of receiving such notice.

3. Lease **Section II. RENT** is hereby amended to add the following paragraph at the end of the section:

Rent for Additional Renewal Terms: As rental for the use of the Premises during all Additional Renewal Terms, Tenant will pay to Landlord the sum of Five Hundred Seventeen and 50/100 Dollars (\$517.50) per day of use (the "Rent"). Payment of any Rent shall be in accordance with the above paragraphs.

- **4.** All other terms and conditions of the Lease remain in full force and effect as originally written. It is expressly understood and agreed that the Lease is incorporated herein by reference. In the event of any conflict between the terms and provisions of this Amendment, or any portion thereof, and the terms and provisions of any other part of the Lease, this Amendment shall control.
- **5. Execution; Multiple Counterparts.** This Amendment may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Amendment.

[Signature page to follow]

IN WITNESS WHEREOF, executed by each Party as of the date as set forth below.

| St. Stephen's United Methodist Church |
|--|
| By: Name: Trey Comstock Title: Senior Pastor Date: Apr. 17, 2025 |
| |
| TENANT: HARRIS COUNTY, a body corporate and politicular the laws of the State of Texas |
| By: Lina Hidalgo County Judge |
| Date: |

APPROVED AS TO FORM Christian D. Menefee Harris County Attorney

By: Raychel Johnson
Assistant County Attorney
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