

**SECOND AMENDMENT TO LEASE AGREEMENT
BETWEEN HARRIS COUNTY &
SOUTH MAIN BAPTIST CHURCH**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Second Amendment to the Lease Agreement is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“County” or “Tenant”), and South Main Baptist Church, a Texas non-profit corporation, (“Landlord”). County and Landlord are sometimes referred to herein individually or collectively as “Party” or “Parties”.

RECITALS:

WHEREAS, On October 9, 2018, the Commissioners Court approved a Lease for the County to rent per use space with Landlord for the benefit of the Harris County Domestic Relations Office located at 4100 S. Main St., Houston, Texas 77002 (the “Lease”);

WHEREAS, on August 8, 2023, the Commissioners Court approved an Amendment to the Lease that provided for renewal terms and increased the Premises leased;

WHEREAS, the Parties now desire to amend the Lease Agreement for the purposes of changing per use 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 Second Amendment shall be governed by the Lease and First Amendment which are incorporated herein by reference as if set out word for word.
2. Section II. RENT in the original Lease and Section 3. in the First Amendment are hereby modified to add the following paragraph:

For any exercised Renewal Term beginning with the Renewal Term that starts on January 1, 2025, Tenant will pay One Thousand Two Hundred Fifty and No/Dollars (\$1,250.00) per day of use. Landlord and Tenant agree that this amount provides for the HVAC, utilities, and overtime labor costs for Tenant of the Premises.

3. 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 and First Amendment are incorporated herein by reference. In the event of any conflict between the terms and provisions of this

Second Amendment, or any portion thereof, and the terms and provisions of any other part of the Lease or First Amendment, this Second Amendment shall control.

4. 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.

TENANT:
COUNTY OF HARRIS

LANDLORD:
SOUTH MAIN BAPTIST CHURCH

By: _____
Lina Hidalgo
County Judge

By: Brad Jernberg
Brad Jernberg (name)
Church Administrator (title)

Date: _____

Date: March 17, 2025

APPROVED AS TO FORM:

CHRISTIAN D. MENEFE
County Attorney

By: Raychel Johnson
Name: Raychel Johnson
Assistant County Attorney
C.A. File No.: 25RPD0042

ORDER OF COMMISSIONERS COURT
Authorizing execution of a Lease Agreement between
Harris County and South Main Baptist Church

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 SECOND AMENDMENT TO THE
AGREEMENT BETWEEN HARRIS COUNTY AND SOUTH MAIN BAPTIST CHURCH**

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 South Main Baptist 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.