

# HARRIS COUNTY

## OFFICE OF THE COUNTY ENGINEER

1001 Preston, Suite 500  
Houston, Texas 77002  
(713) 755-5370

March 18, 2021

Honorable County Judge  
& Commissioners

**SUBJECT: Lease Agreement – Harris County MUD No. 167**

Recommendation that the court approve, and the County Judge execute, a first amendment to a lease agreement with Harris County Municipal Utility District No. 167, for lease space at 4950 Green House Rd., Houston, TX, for the benefit of the Harris County Sheriff's Office. The lease agreement is for the period of May 1, 2021 – April 30, 2022. The rental amount for the entire renewal term is \$5.00. There is a 30-day termination clause. Precinct 3.

Sincerely,



John R. Blount, P.E.  
County Engineer

Attachment

Distribution:

Commissioner Tom S. Ramsey, P.E.  
Lynn Blue

**FIRST AMENDMENT TO THE LEASE BETWEEN  
HARRIS COUNTY AND HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 167**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HARRIS     §

This First Amendment to the Lease Agreement is made and entered into by and between Harris County ("Tenant") a body corporate and politic under the laws of the State of Texas and Harris County Municipal Utility District No. 167, a conservation and reclamation district and body politic and a political subdivision of the State of Texas, created under the authority of Article XVI, Section 59 of the Texas Constitution and operation under and governed by the provisions of Chapters 49 and 54, Texas Water Code, as amended ("Landlord"). Tenant and Landlord are known individually as "Party" and collectively as "Parties."

***Recitals***

On November 10, 2015, the Commissioners Court approved a Lease with Landlord for the County to rent the building located at 4950 Greenhouse Road (the "Lease").

The Parties now desire to amend the Lease for the first time ("First Amendment") for the purpose of extending the term.

***Terms***

**I**

This First Amendment shall be governed by the Lease, incorporated herein by reference as if set forth word for word.

**II.**

Article II of the Lease is hereby amended to add the following provisions:

C. At the County's option, the term of this Lease may be extended from April 1, 2021 through March 31, 2026 ("Renewal Term").

D. Upon commencement of the Renewal Term, Tenant will pay to Landlord in a single payment Five and No/100 Dollars (\$5.00), being the total rental owed by Tenant to Landlord for the entire Renewal Term.

### III.

The County is exercising the renewal option to extend the Lease for five years from April 1, 2021, through March 31, 2026.

### IV.

#### LIMIT OF APPROPRIATION

Landlord understands and agrees, said understanding and agreement also being of the absolute essence of this First Amendment, that the total maximum compensation that Landlord may become entitled to under this First Amendment, and the total maximum sum that the Tenant shall become liable to pay to Landlord under this Amendment, shall not under any conditions, circumstances, or interpretations thereof exceed the sum of Five and No/Dollars (\$5.00). Notwithstanding anything to the contrary, or that may be construed to the contrary, the Tenant's liability under the terms and provisions of this First Amendment is limited to said sum; and when all the funds so certified are expended, Landlord's sole and exclusive remedy shall be to terminate this Amendment.

Landlord understands and agrees, said understanding and agreement being of the absolute essence of this First Amendment, that with regard to any renewal term, the Tenant has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the Tenant exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the renewal term.

### V.

It is expressly understood and agreed that the Lease Agreement is incorporated herein by reference. In the event of any conflict between the terms and provisions of this First Amendment, or any portion thereof, and the terms and provisions of any other part or portion of the Lease Agreement, this First Amendment shall control.

### VI.

#### EXECUTION

Multiple Counterparts: This First 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 First Amendment.

**[EXECUTION PAGE FOLLOWS]**

HARRIS COUNTY MUNICIPAL UTILITY  
DISTRICT NO. 167

HARRIS COUNTY

By: \_\_\_\_\_  
Name: Verneath Louise Adams  
Date: 2/25/2021

By: \_\_\_\_\_  
LINA HIDALGO  
COUNTY JUDGE

APPROVED AS TO FORM:  
CHRISTIAN D. MENEFE  
COUNTY ATTORNEY

By: Christy Gilbert  
Christy Gilbert  
Assistant County Attorney  
C.A. File 21GEN0465

ORDER OF COMMISSIONERS COURT  
Authorizing execution of an Amendment

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 \_\_\_\_\_, 2021 with all members present except \_\_\_\_\_.

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

**ORDER AUTHORIZING EXECUTION OF AN AMENDMENT TO THE LEASE WITH  
HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 167**


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	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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, an Amendment to the Lease between Harris County Municipal Utility District No. 167, in an amount not to exceed \$5.00 for the Harris County Sheriff's Office to continue to occupy the building located at 4950 Greenhouse Road. The Amendment is incorporated herein 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.

**CECAP**

4950 Greenhouse Rd

Sign out

4950 GREENHOUSE RD, KATY,...

I want to...

Details

address  
4950 GREENHOUSE RD, KATY, TX, 77449

score  
87.75

