# 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 – Northwest Assistance Ministries

Recommendation that the court approve, and the County Judge execute, a lease agreement with Northwest Assistance Ministries, for lease space at 15555 Kuykendahl Road Suite 400, Houston, TX, for the benefit of the Harris County Sheriff's Office. The lease agreement is for the period of April 1, 2021 – March 31, 2026. Rent for the initial lease year is \$1,794.10. There is a 30-day termination clause. Precinct 1.

Sincerely,

Loyd Smith for

John R. Blount, P.E. County Engineer

Attachment

Distribution:

Commissioner Rodney Ellis Brandon Dudley William Taylor Amar Mohite Mittie Anderson Thomas Walker Keith Richard

## LEASE AGREEMENT BETWEEN HARRIS COUNTY AND NORTHWEST ASSISTANCE MINISTRIES

THE STATE OF TEXAS §
S
COUNTY OF HARRIS §

This Lease Agreement (the "Lease"), is made and entered into by and between Northwest Assistance Ministries (the "Landlord"), and Harris County, a body corporate and politic under the laws of the State of Texas (the "Tenant"). The Tenant and Landlord are referred to herein collectively as the "Parties" and individually as a "Party."

#### **RECITALS:**

Landlord is the owner of the real property located at 15555 Kuykendahl Road. A portion of the Property known as Suite 400 is currently vacant.

Tenant desires to lease such vacant portion of the property for the purpose of general office use and other lawful purposes.

In consideration of the mutual covenants, agreements, and benefits to both parties, it is agreed as follows:

#### 1) **PREMISES**

Landlord is the owner of the tract of land described on Exhibit A, and the building commonly known as 15555 Kuykendahl Road (the "Building"), and all appurtenant parking facilities, landscaping fixtures, common areas, and related improvements now or hereafter constructed thereon (the "Property").

Landlord agrees to rent and lease to Tenant, for the use and benefit of Harris County Sheriff's Office approximately 3262 square feet of office space located at 15555 Kuykendahl Road (the "Premises") as shown in more detail in Exhibit B attached hereto and incorporated herein by reference, together with any portions of the Property that are designated by Landlord for the common use of tenants and others, such as sidewalks, common corridors, vending areas, lobby areas, and with respect to multi-tenant floors, restrooms and elevator foyers (the "Common Areas").

## 2) TERM

The Lease shall commence on April 1, 2021 and end March 31, 2026 (the "Initial Term"), unless sooner ended in accordance with the provisions of this Lease.

Tenant has the option to renew this Lease under the same terms and conditions from April 1, 2026 through March 31, 2031. by providing Landlord written notice of Tenant's desire to renew this Lease 90 days prior to the expiration of the initial term.

The Premises shall be available for use by Tenant and used only by Tenant for general office use, and for such other lawful purposes as may be incidental thereto. Tenant shall vacate the Premises in the same or similar condition as when received, reasonable wear and tear excepted.

## 3) RENT

The monthly payment to be paid by Tenant to Landlord for the right to use the Premises for the Term as herein provided shall be One Thousand Seven Hundred Ninety-Four and 10/100 (\$1,794.10).

This monthly rate includes overhead costs that are subject to increase. To the extent the Landlord incurs increased overhead costs, the base rent amount may increase up to 5% annually at March 1<sup>st</sup>. The Landlord will notify Tenant 90 days in advance of any increase.

On or about the first day of each calendar month during the term of this Lease, Landlord will submit to Tenant a statement for the rent for the next calendar month, (for example, the invoice for February's rent is due January 1) and Tenant will pay the same in accordance with the Prompt Payment Act. The statement must indicate Tenant's purchase order number and be addressed to the Harris County Auditor, Attention: Accounts Payable, 1001 Preston, Suite 800, Houston, Texas 77002. Landlord shall submit an invoice for the first month's rent within five days of the execution of this Lease.

## 4) LANDLORD RESPONSIBILITIES

During the term of this Lease, Landlord will, at its own expense, perform the following:

- A. Pay all utility bills for water, sewer, electricity and trash incurred by Tenant in its use of the Premises.
- B. Keep and maintain in good repair the foundation, exterior walls, roof, and other structural components, glass and windows, fire protection equipment, fire sprinkler systems, exterior & overhead doors, including closure devices, molding, locks, and hardware, grounds maintenance, including landscaping

and irrigation, interior doors, including closure devices, frames, molding, locks, and hardware, parking areas and walks, Plumbing systems, drainage systems, and sump pumps, electrical systems, mechanical systems, ballast and lamp replacement, Heating, Ventilation and Air Conditioning (HVAC) systems, HVAC system replacement, extermination and pest control, excluding wood-destroying insects, fences and gates, storage yards and storage buildings, wood-destroying insect treatment and repairs and all other items and systems and all other parts of the Premises. Tenant will be responsible for the repair or replacement of any item that is willfully or negligently damaged, broken or destroyed by Tenant, its guests or customers.

- C. Keep and maintain in good repair, the driveways, walkways and entrances on the above described Premises and also keep the same neat and clean.
- D. Keep and maintain in good repair and condition the lighting fixtures in the Premises and also the stairways and lobby inside the Premises, including, but not limited to, furnishing and installing light producing elements.
- E. Use its best efforts to keep other tenants and persons from blocking or obstructing the hallways, restroom doorways, stairways, lobby and entrances of the Premises.
- F. Use its best efforts to keep all persons using any part of the building from making excessive noise, causing bad odor, or otherwise interfering with Tenant's use and enjoyment of the Premises and the exercise of its rights.
- G. Provide an adequate number of parking spaces for Tenant and Tenant's employees, guests, and invitees.
- H. Provide janitorial services for the Premises.
- I. Keep and maintain a valid Certificate of Occupancy for the Premises posted in the building, if applicable.
- J. Comply with all requirements of the Americans with Disabilities Act, the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations and other requirements, now or hereafter in force for the general use of the Premises. LANDLORD WILL INDEMNIFY AND HOLD TENANT HARMLESS FROM ANY AND ALL EXPENSES,

LIABILITIES, COSTS AND DAMAGES SUFFERED BY TENANT AS A RESULT OF LANDLORD'S FAILURE TO FULFILL ITS RESPONSIBILITIES REFERENCED IN THE PRECEDING SENTENCE.

#### 5) TENANT RESPONSIBILITIES

During the term of this lease, Tenant will, at its own expense, perform the following:

- A. Pay the rent as it becomes due and before it becomes delinquent;
- B. Immediately inform Landlord of any damage or repairs required on the Premises;
- C. Post signage approved by Landlord, which approval Landlord shall not unreasonably withhold;
- D. Secure the Premises when not in use by Tenant;
- E. Will allow no loud noise or any disturbance;
- F. Tenant may use the parking lot attached to the Building. Landlord will provide Tenant with at least fifteen (15) parking spaces; located at the south end of the building.
- G. Comply with all laws, ordinance, rules and regulations applicable to the Premises and Tenant's use and occupancy of it.
- H. Keep and maintain in good repair the signs and lighting on the door to the suite occupied by Tenant.
- I. Pay all utility bills for telephone, internet and cable incurred by Tenant in its use of the Premises.
- J. Obtain advance approval from Landlord before making any non-structural improvement to the occupied space and such approval will not be unreasonably withheld.

#### 6) FIXTURES

All fixtures and all personal property created or placed in or on the Premises by Tenant shall remain the property of Tenant and may be removed by Tenant at the termination of this Lease, or any extension thereof, even though the same may be attached to the Premises. If the use or removal of any such property by Tenant damages the Premises, Tenant will repair the Premises at its own expense.

## 7) LANDLORD REPRESENTATION

Landlord represents and warrants that it has the right and power to lease the Premises for the term hereof.

# 8) ACCESS BY LANDLORD

Entry by Landlord. Landlord, its agents, contractors and representatives may enter the Premises to inspect or show the Premises, to clean and make repairs, alterations or additions to the Premises, and to conduct or facilitate repairs, alterations or additions to any portion of the Building, including other tenants' premises. Except in emergencies or to provide janitorial and other Building services after normal business hours, Landlord shall provide Tenant with reasonable prior notice of entry into the Premises. Landlord shall have the right to temporarily close all or a portion of the Premises to perform repairs, alterations and additions, if reasonably necessary for the protection and safety of Tenant and its employees. Except in emergencies, Landlord will not close the Premises if the work can reasonably be completed on weekends and after normal business hours; provided, however, that Landlord is not required to conduct work on weekends or after normal business hours if such work can be conducted without closing the Premises.

Landlord understands and agrees that the Premises will be occupied and used by licensed peace officers whose work involves highly confidential information. Notwithstanding the foregoing paragraph, Tenant reserves the right to control access to portions of the Premises and Landlord, its agents, contractors, or representatives may only enter those portions if accompanied by County law enforcement and consistent with any security requirements they impose.

# 9) ASSIGNMENT

Neither Party shall assign its rights or obligations under this Lease. However, if Landlord sells, conveys or otherwise transfers ownership of the Premises, Landlord must assign or cause to be assigned its rights and obligations under this Lease to the party acquiring ownership of the Premises at which time the new owner of the Premises becomes Landlord under this Lease for all intents and purposes.

# 10) NOTICES

All notices and communications permitted or required to be given under this Lease are to be mailed by certified mail, return receipt requested, to the following addresses:

For County:	Harris County Harris County Administration Building Attention: County Judge 1001 Preston, 9 <sup>th</sup> Floor Houston, Texas 77002
with a copy to:	Harris County Real Property Division Attn: Leasing Manager 1310 Prairie St. Suite 1301-D Houston, Texas 77002
For Landlord:	Northwest Assistance Ministries Attn: Les Cave 15555 Kuykendahl Rd. Houston, TX 77090

These addresses may be changed upon giving prior written notice. All mailed notices and communications are deemed given and complete upon deposit in the United States mail.

#### 11) INSURANCE

Landlord will, at their expense, maintain commercial general liability insurance One Million and No/Dollars (\$1,000,000.00), Two Million and No/Dollars (\$2,000,000.00) in the aggregate. The policy will name Tenant as an additional insured. The policy shall waive all rights of subrogation against the Tenant, its officers, employees, and agents. Landlord will deliver a copy of such policy to the Real Property Division Manager within thirty (30) days of the effective date of this Lease. No later than thirty (30) days prior to the expiration date of said insurance policy and renewals thereof, Landlord will furnish a copy of the renewal insurance policy to Division Manager. Tenant is self-insured in accordance with Title 5, Chapter 101 of the Texas Civil Practice and Remedies Code and Chapter 504 of the Texas Labor Code. Tenant will provide a letter of self-insurance upon Landlord's request. Landlord may, at its option, insure the premises against casualty loss. The Parties agree that the County will not be responsible for providing insurance against casualty loss for the premises.

#### 12) LANDLORD'S RECOURSE FOR DEFAULT

Landlord will not take any action or recourse against the Tenant for any default in the performance of Tenant's obligations, or any breach of this Lease agreement by Tenant, until thirty (30) days after Landlord has given Tenant written notice setting out in detail the type and nature of the default or breach, and the failure of Tenant to cure such default or breach within such thirty (30) day period.

## 13) TENANT'S RECOURSE FOR DEFAULT

If there is interruption of the services Landlord is to provide which has a material adverse effect on Tenant's use and enjoyment of the Premises and such interruption continues for a period of thirty (30) days after Tenant has notified Landlord by written notice setting out in detail the type and nature of the adverse effect, Tenant shall have the right, but not the obligation, to acquire such services temporarily from third parties or by other means, including, without limitation, via emergency generators, portable chillers, etc. In such event, Landlord shall reimburse Tenant for all reasonable expenses incurred by Tenant in acquiring such temporary services within thirty (30) days after Tenant delivers Landlord a written statement setting forth such expenses, accompanied by reasonable supporting documentation sufficient to allow Landlord to confirm Tenant's calculation of such expenses. If Landlord fails to reimburse Tenant for such expenses within thirty (30) days after receipt of invoice, Tenant shall have the right to withhold up to one-half (1/2) of the rent until such expenses plus interest at the rate of prime plus one percent have been recovered by Tenant.

## 14) **TERMINATION**

Tenant and/or Landlord may terminate this Lease at any time, with or without cause, for any reason whatsoever, by giving thirty (30) days written notice to the other.

## **15) LIMIT OF APPROPRIATION**

Landlord understands and agrees, said understanding and agreement also being of the absolute essence of this Lease, that the total maximum compensation that Landlord may become entitled to hereunder and the total maximum sum that County shall become liable to pay to Landlord under the terms and provisions of this Lease, and all amendments and supplements thereto, shall not under any conditions, circumstances, or interpretations thereof exceed One Hundred Seven Thousand Six Hundred Forty-Six Dollars and No Cents (\$107,646.00). This amount represents the total maximum sum of funds certified available for the current fiscal year by the Harris County Auditor, as evidenced by the issuance of a Purchase Order by the Harris County Purchasing Agent to Landlord in this amount, for the purpose of fully satisfying and discharging any and all the County's obligations and liabilities which may be incurred by the County under the terms and provisions of this Lease. When and if all the funds so certified are expended for the purposes of satisfying Tenant's obligations pursuant to this Lease, Landlord's sole and exclusive remedy shall be to terminate this Lease

Landlord understands and agrees, the understanding and agreement being of the absolute essence of this Agreement, that the County will issue portions of the Limit of Appropriation from multiple fiscal years. Therefore, in accordance with Tex. Loc. Gov't Code § 271.903, Landlord understands and

agrees that the County retains the right to terminate at the expiration of each fiscal year without default or damages. Failure to certify funds or to certify sufficient funding for any reason shall not be a breach of this Agreement.

With regard to any renewal terms or extension of this Lease, the County has not certified any funds for any renewal or extension period beyond the current fiscal year. Therefore, if the County exercises any renewal option, the renewal is subject to the future allocation and certification of funds for the Renewal Term.

#### 16) **PEACEFUL AND QUIET OCCUPANCY**

Tenant, upon the several conditions herein set forth and upon payment of the rentals herein provided, and upon continued performance of the covenants and agreements herein contained, will have and occupy the said premises, and may peacefully and quietly have for the term herein set forth without interference by Landlord.

#### 17) INDEMNIFICATION

THE PROVISIONS OF THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS LEASE HOWEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION OR FINAL SYSTEM ACCEPTANCE IN WHOLE OR IN PART SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS ARTICLE.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF THE PARTY, OR ANOTHER ENTITY OVER WHICH THE PARTY EXERCISES CONTROL, PERFORMED UNDER THIS LEASE AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER; COMMITTED BY THE PARTY OR ANOTHER ENTITY OVER WHICH THE PARTY EXERCISES CONTROL.

EACH PARTY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE OTHER PARTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE PARTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH

# MIGHT BE IMPOSED ON THE PARTY AS THE RESULT OF SUCH ACTIVITIES BY THE PARTY OR ANOTHER ENTITY OVER WHICH THE PARTY EXERCISES CONTROL.

EACH PARTY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO BE INDEPENDENTLY REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH ANY SUCH SUIT OR PROCEEDING.

## **18) GOVERNING LAWS**

This Lease shall be governed by the laws of the State of Texas. The exclusive venue for any cause of action or claim arising out of this Lease is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

## 19) WAIVER

Waiver by either Party of a breach or violation of any provision of this Lease is not a waiver of any subsequent breach.

# 20) TEXAS PUBLIC INFORMATION ACT

The Parties expressly acknowledge that this Lease is subject to the Texas Public Information Act, Tex. Gov't Code Ann. §§ 552.001 *et seq.*, as amended (the "Act"). Landlord expressly understands and agrees that the Tenant shall release any and all information necessary to comply with Texas law without the prior written consent of Landlord.

It is expressly understood and agreed that the Tenant, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the Tenant, whether or not the same are available to the public. It is further understood that the Tenant, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the Tenant, its officers, and employees shall have no liability or obligations to Landlord for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the Tenant in reliance on any advice, decision or opinion of the Attorney General.

In the event the Tenant receives a written request for information pursuant to the Act that affects Landlord's rights, title to, or interest in any information or data or a part thereof, furnished to the Tenant by Landlord under this Lease, then the Tenant will promptly notify Landlord of such request. Landlord may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. Landlord is solely responsible for submitting the

memorandum brief and information to the Attorney General within the time period prescribed by the Act. Landlord is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

Electronic Mail Addresses. Landlord affirmatively consents to the disclosure of its e-mail addresses that are provided to the Tenant, including any agency or department of the Tenant. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Lease. This consent shall apply to e-mail addresses provided by Landlord and agents acting on behalf of Landlord and shall apply to any e-mail address provided in any form for any reason whether related to this Lease or otherwise.

## 21) NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

Nothing in the Lease is construed as creating any personal liability on the part of any officer, director, or employee of the Tenant, and the Parties expressly agree that the execution of the Lease does not create any personal liability on the part of any officer, director, employee, or agent of the Tenant. The Parties agree that no provision of this Lease extends the Tenant's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas. Neither the execution of this Lease nor any other conduct of either Party relating to this Lease shall be considered a waiver by the Tenant of any right, defense, or immunity under the Texas Constitution or the laws of the State of Texas. Neither Party agrees to binding arbitration, nor does any Party waive its right to a jury trial.

## 22) NO THIRD PARTY BENEFICIARIES

The Tenant is not obligated or liable to any third party other than Landlord for the performance of this Lease. Nothing in the Lease is intended or shall be deemed or construed to create any additional rights or remedies in any third party.

## 23) INDEPENDENT PARTIES

This Lease is not intended to create and shall not constitute a partnership or joint venture between the Parties. Landlord shall have and retain the exclusive right of control over employment, firing, discipline, compensation, insurance, and benefits in accordance with the applicable laws of the State of Texas. Landlord has no authority to bind or otherwise obligate the Tenant orally, in writing or by any act or omission. Nothing contained herein shall establish an agency, employeeemployer relationship, partnership, joint enterprise, joint employer, or joint venture relationship by or between the Tenant and Landlord.

## 24) TAXES AND CHARGES

The Tenant is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under TEX. TAX CODE ANN. §151.309, as amended. The Tenant agrees to provide evidence of exemption to Landlord upon request. The Tenant is neither liable for any personal property taxes, charges, or fees assessed against Landlord nor obligated to reimburse Landlord for any taxes, charges, or fees assessed against Landlord for the supplies provided or any services rendered.

## 25) COMPLIANCE AND REGULATIONS

Landlord certifies that it is in compliance with relevant provisions of the locally adopted fire code, and that Landlord has had a fire safety inspection within the past twelve months. Landlord certifies that it is accessible to all persons in accordance with the requirements of the Americans with Disabilities Act of 1990 ("ADA") and any regulations or guidance issued pursuant to the ADA.

## 26) CASUALTY

In the event the Premises is damaged by fire or other casualty, without fault of Tenant, either Landlord or Tenant may terminate this lease by notifying the other. Any proceeds, payment or damages, settlements, awards, or other sums paid because of a casualty loss to the Premises will be the sole property of Landlord with the exception of insurance proceeds related to Tenant's personal property or fixtures will shall be the sole property of Tenant. For purposes of this Lease, any condemnation of all or a part of the Premises is a casualty loss. Tenant is advised that Landlord carries no insurance on Tenant's personal property or fixtures.

## 27) CONDEMNATION

In the event that all or any portion of the Premises should be appropriated or taken by any public or quasi-public authority under the power of eminent domain, Landlord shall notify Tenant within fourteen (14) days of receiving notice from the condemning authority. After receiving notice of condemnation, Tenant may terminate this Lease by giving thirty (30) days written notice to Landlord. If Tenant does not terminate this Lease, the monthly rent rate shall be recalculated using the remaining square footage of the Premises unaffected by the condemnation.

# 28) SUBORDINATION TO MORTGAGES

Contemporaneously with the execution of this Lease, Landlord shall deliver to Tenant a written agreement, in form and content satisfactory to Tenant, from any and all existing mortgages, lenders or landlords under underlying leases providing that 1) so long as Tenant performs its obligations under this Lease, Tenant's rights under this Lease, including, without limitation, the right to occupy the Premises for the purposes set forth herein, shall not be impaired, disturbed or adversely affected in the event of any foreclosure or other action taken by or on behalf of such party, and 2) that upon the acquisition of title to the Building as a result of any foreclosure or other action taken

by or on behalf of such party, this Lease shall automatically be deemed a direct Lease between Tenant and the party that acquires title to the Building for the remainder of the term. Notwithstanding anything to the contrary contained in this Lease, the subordination of this Lease to any future mortgages or leases shall be expressly conditioned upon the receipt by Tenant of a written agreement, in form and content satisfactory to Tenant, from the holder of such mortgage or lease and containing the assurances set forth in the preceding sentence.

# 29) HOLDING OVER

In the event Tenant holds over and remains in possession of the Premises herein leased, after the expiration of this Lease, without any written renewal or extension thereof, such holding over is not deemed to operate as a renewal or extension of this Lease, but only creates a tenancy from month-to-month at a monthly rental rate in an amount equal to the monthly rental amount for the month immediately preceding such hold over, which month-to-month tenancy may be terminated with thirty (30) days prior written notice by either Tenant or Landlord.

## **30) ENTIRE AGREEMENT AND MODIFICATION**

This Lease contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification concerning this Lease has no force and effect unless in writing and executed by both parties.

# 31) MULTIPLE COUNTERPARTS

The Lease agreement 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 the Lease agreement.

NORTHWEST ASSISTANCE MINISTRIES HARRIS COUNTY

an By:

By:

Les Cave Print Name:

LINA HIDALGO COUNTY JUDGE

Title: President/CEO

APPROVED AS TO FORM

Christian D. Menefee **County Attorney** 

By beanne a. Lin

DeAnne A. Lin Assistant County Attorney C.A. File No. 21GEN0378

#### ORDER OF COMMISSIONERS COURT Authorizing execution of an Agreement

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 A LEASE AGREEMENT WITH NORTHWEST ASSISTANCE MINISTRIES

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	Yes	<u>No</u>	<u>Abstain</u>
Judge Hidalgo			
Comm. Ellis			
Comm. Garcia			
Comm. Ramsey			
Comm. Cagle			

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 Northwest Assistance Ministries, for the Sheriff's Office to lease 3262 square feet of office space located at 15555 Kuykendahl Road in Harris County, Texas at a cost to the County of \$107,646.00. 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.

