

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

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

April 15, 2021

Honorable County Judge
& Commissioners

SUBJECT: Lease Agreement – 7043 Highway 6 South

Recommendation that the court approve, and the County Judge execute, a lease agreement with PAVILION VILLAGE LIMITED, for lease space at 7043 Highway 6 South, Houston, TX, for the benefit of the Harris County Sheriff Office. The lease agreement is for the period of July 1, 2021 – June 30, 2022. The initial monthly rate is \$150 payable from July 1, 2021 – June 30, 2022. There is a 45 day termination clause. Precinct 3.

Sincerely,

A handwritten signature in cursive script, appearing to read "John R. Blount".

John R. Blount, P.E.
County Engineer

Attachment

Distribution:

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

**LEASE AGREEMENT BETWEEN
PAVILION VILLAGE LIMITED AND HARRIS COUNTY**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Lease Agreement (the "Lease") is made and entered into by and between **PAVILION VILLAGE LIMITED**, a Texas limited partnership (the "Landlord"), and **HARRIS COUNTY**, a body corporate and politic under the laws of the State of Texas (the "Tenant").

RECITALS:

Landlord is the owner of the real property located at 7043 Highway 6 South, Houston, Harris County, Texas 77083 (the "Premises").

Landlord and Tenant desire to enter into this Agreement so that the Harris County Sheriff may continue to occupy the Premises as General Office/Storefront Substation space.

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

I. TERM AND MONETARY CONSIDERATION

Original Term: Subject to the terms set forth in this Lease, Landlord agrees to rent and lease to Tenant, for the use and benefit of Harris County Sheriff's Office, approximately 2,000 square feet of office space located at 7043 Highway 6 South, Houston, Harris County, Texas 77083, for a term of one (1) year beginning on July 1, 2021 and ending at the end of day on June 30, 2022, unless sooner ended in accordance with the provisions of this Lease.

Renewal Option: In addition to the original term mentioned above, Tenant is hereby granted the option to renew this Lease Agreement, upon the same terms and provisions as contained in this Lease Agreement, for four (4) additional one (1) year periods, by giving to Landlord the Tenant's intention to renew on or before forty-five (45) days prior to the end of the original term and each renewal term.

Monthly Rental Amount: As rental for the use of the Premises, Tenant will pay to Landlord the sum of ONE HUNDRED FIFTY AND NO/DOLLARS (\$150.00) per month, payable on the first day of each month during the original term and each renewal term.

Funding; Limitation 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 Thousand Eight Hundred and No/Dollars

(\$1,800.00). 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.

II. USE OF PREMISES

The Premises are to be used by Tenant for general office purposes and other lawful purposes as may be incidental to this Lease.

III. LANDLORD'S RESPONSIBILITIES

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

- A. Keep and maintain in good repair the exterior walls, exterior doors, exterior doorways, elevators, windows, roof, structural portions, heating equipment, air conditioning equipment, plumbing, lobby, wiring and electrical equipment, interior walls, ceilings, floors, interior doors, interior doorways, hallways, restrooms, floor coverings, and all other parts of the Center.
- B. Keep and maintain in good repair the water, sanitary sewer, telephone, gas, and electric lines to the Premises.
- C. Keep and maintain in good repair the parking area, driveways, walkways, and entrances on the above-described tract of land and also keep the same neat and clean.
- D. Keep and maintain in good repair and condition the lighting fixtures in the Premises including, but not limited to, furnishing and installing light-producing elements.

- E. Use its best efforts to keep other tenants of the Center and persons from blocking or obstructing the entrances of the Premises.
- F. Use its best efforts to keep all persons using any part of the above-described tract of land 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 hereunder.
- G. Provide air conditioning and heating equipment that is capable of maintaining the air temperature in the Premises between 70 and 75 degrees Fahrenheit. The air conditioning and the heating controls shall be placed in the Premises. Tenant shall have the right to operate the air conditioning and heating equipment at such times that Tenant desires. However, in the event any state, federal, or municipal law, rule, or regulation applicable to the Premises requires the maintenance of the air temperature therein within a range other than that hereinabove specified, the air temperature range will be maintained as near to the temperature range set forth above as may be permitted under such law, rule, or regulation.
- H. Comply with all requirements of the Americans with Disabilities Act, the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations, and other agencies which are applicable to the Premises and common areas of the Center, including, but not limited to, the restrooms, driveways, walkways, and entrances on the above-described tract of land, to accommodate Tenant's employees and invitees. Landlord is wholly responsible for all alterations which need to be made to the Premises and common areas of the Center to accommodate Tenant's employees and invitees. 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 AFORESAID RESPONSIBILITIES REGARDING MAKING SUCH ALTERATIONS REFERENCED IN THE PRECEDING SENTENCE. No provision in this lease will be construed in any manner as permitting, consenting to, or authorizing Tenant to violate requirements under either such Act, and any provision to the lease which could arguably be construed as authorizing a violation of either Act will be interpreted in a manner which permits compliance with such Act and is hereby amended to permit such compliance.
- I. Provide trash dumpsters on the above-described tract of land and keep the trash dumpsters emptied on a regular basis.
- J. Keep and maintain a valid Certificate of Occupancy for the Premises posted in the Premises, if applicable.
- K. Provide an adequate number of parking spaces for Tenant and Tenant's employees, guests, and invitees.

- L. Landlord has no obligation to pay for telephone service, electricity, and gas used by Tenant at the Premises. Landlord shall pay for water and sanitary sewer service used by Tenant at the Premises. Landlord has no obligation to replace air conditioning filters. Tenant will not place an excess amount of paper products in the toilets located at the Premises.

IV. TENANT'S RESPONSIBILITIES

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

- A. Tenant may install, remove, and replace a sign on the storefront of the Premises.
- B. Secure the Premises when not in use by Tenant.

V. REMOVAL OF PROPERTY AND REPAIR UPON TERMINATION

All fixtures and personal property created and/or placed in or on the Premises by Tenant may be removed by Tenant at the termination or expiration 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 and in the manner as other properties are repaired by Tenant.

VI. LANDLORD REPRESENTATION

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

VII. NO ASSIGNMENT OF RIGHTS OR OBLIGATIONS

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.

VIII. 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
Attention: County Judge
1001 Preston, 9th Floor
Houston, Texas 77002

with a copy to: Harris County Facilities and Property Management
Attention: Director
1310 Prairie, Suite 1330
Houston, Texas 77002

For Landlord: Pavilion Village Limited
PO Box 1406
Spring, Texas 77383-1406

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.

IX. LIABILITY INSURANCE

Landlord will, at its own expense, maintain an owner's and landlord's liability insurance policy covering the Premises with coverage in the amount of not less than \$100,000 per person and \$300,000 per incident. The policy will name the Tenant as an additional insured. Within thirty (30) days after the commencement of the term of this Lease, the Landlord will furnish a photocopy of the certificate of the insurance to the Director of the Harris County Facilities and Property Management Department at the address provided above.

X. ACTION AFTER BREACH

Landlord will not take any action or recourse against the Tenant for 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.

XI. TERMINATION BY TENANT

Neither party may terminate this Lease, except for cause, during the first year of the Lease term. "Cause" shall include any failure of the Premises to meet standards set forth in valid laws, ordinances, regulations or other requirements. As a prerequisite to termination of the Lease by either party for cause, such party shall be required to give the other party 45 days' written notice setting forth such cause, during which time the other party shall have the opportunity to cure same. Termination of the Lease for cause shall be the exclusive remedy hereunder if the cause consists of failure of the Premises to meet standards set forth in valid laws, ordinances, regulations or other requirements. Either party may terminate this Lease with or without cause after its first anniversary by giving the other party at least 60 days' written notice.

XII. NONINTERFERENCE BY LANDLORD

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

XIII. GOVERNING LAWS AND VENUE

This Lease shall be governed by the laws of the State of Texas and venue for any cause of action or claim arising out of this Lease shall be in Houston, Harris County, Texas.

XIV. ENTIRE AGREEMENT

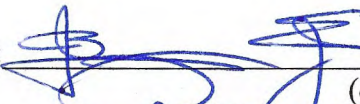
This Agreement contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification concerning this Agreement has no force and effect unless in writing and executed by both parties.

XV. MULTIPLE COUNTERPARTS

The Lease agreement may be executed in multiple 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.

PAVILION VILLAGE LIMITED

HARRIS COUNTY

By:  4/9/21
(date)
Print Name: BENJAMIN CHENG
Title: PRES OF GP

By: _____
LINA HIDALGO (date)
County Judge

APPROVED AS TO FORM

CHRISTIAN D. MENELEE
County Attorney

By: Christy Gilbert
Christy Gilbert
Assistant County Attorney
C.A. File No. 21GEN1024

ORDER OF COMMISSIONERS COURT

Authorizing an Agreement between Pavilion Village Limited and Harris County
(Mission Bend Sheriff's Storefront)

The Commissioners Court of Harris County, Texas met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas on _____, with all members present except _____.

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

**ORDER AUTHORIZING EXECUTION OF A LEASE AGREEMENT BETWEEN
PAVILION VILLAGE LIMITED AND HARRIS COUNTY FOR THE OPERATION OF
THE HARRIS COUNTY SHERIFF'S MISSION BEND STOREFRONT**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Tom S. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack 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:

BE IT ORDERED that:

1. The County Judge of Harris County is authorized to executed the Lease Agreement between Pavilion Village Limited and Harris County for the Use of approximately 2,000 square feet of space in the building located at 7043 Highway 6 South, Houston, Texas 77083, for the purpose of continuing to operate the Harris County Sheriff's Mission Bend Storefront office at that location, a copy of which is attached hereto and incorporated for all purposes.

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

7043 SH 6 S, HOUSTON, TX, 77083



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