

HARRIS COUNTY

OFFICE OF THE COUNTY ENGINEER

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

May 28, 2021

Honorable County Judge
& Commissioners

SUBJECT: Lease Agreement – 5900 Memorial Drive

Recommendation that the court approve, and the County Judge execute, a lease agreement with 5900 Interest, Ltd., located at 5900 Memorial Drive, Houston, TX, for the benefit of Harris County Sheriff's Office. The lease agreement is for the period of July 1, 2021 - June 30, 2022. The monthly rate is \$1,065.00. There is a 30-day termination clause. Precinct 4.

Sincerely,

A handwritten signature in dark ink, appearing to read "John R. Blount" with a stylized flourish at the end.

John R. Blount, P.E.
County Engineer

Attachment

Distribution:

Commissioner R. Jack Cagle
Cheryl Guenther
Pamela Rocchi
Freddie Jebousek
Dennis Johnston
Kiley Holbrook

**LEASE AGREEMENT BETWEEN HARRIS COUNTY
AND 5900 INTEREST, LTD.**

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

This Lease Agreement (the “Lease”), is made and entered into by and between **5900 Interest, Ltd.** (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 **5900 Memorial Drive, Houston, Texas 77007**. A portion of the property known as **100-B** is now currently vacant.

Tenant desires to lease such vacant portion of the property for the purpose of office space 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 **5900 Memorial Dr.** (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 the Harris County Sheriff’s Office, approximately **One-Thousand One-Hundred Sixty-Three (1,163) square feet** of office space located at 5900 Memorial Drive, Houston, Texas 77007 (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 **July 1, 2021**, and end on **June 30, 2022** (the “Initial Term”), unless sooner terminated in accordance with the provisions of this Lease.

Tenant has the option to renew this Lease under the same terms and conditions for four (4) renewal periods of one (1)-year, renewal option to commence on **July 1, 2022**, and end on **June 30, 2027** (“Renewal Term”), by providing Landlord with written notice of Tenant’s intent to renew this Lease on or before ninety (90) days prior to the expiration of the Initial Term.

The Premises shall be available for use by Tenant and used only by Tenant as office space, 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 Sixty-Five and No/100 Dollars (\$1,065.00)**.

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 1st), and Tenant will pay the same in accordance with the Prompt Payment Act of the State of Texas. 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 (5) days of the execution of this Lease.

4) **LANDLORD RESPONSIBILITIES**

During the term of this Lease, Landlord will, at its own expense, maintain the Building as it does in its normal course of business and in good, operating condition. Landlord will use its best efforts to perform the following:

- A. Pay all utility bills for water, sewer, electric, gas, and trash for the leased 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 and overhead doors, including but not limited to closure devices, molding, locks, and hardware; grounds maintenance, including but not limited to landscaping and irrigation; interior doors, including but not limited to 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 repair or replacement as determined by the Landlord;

Heating, Ventilation and Air Conditioning (HVAC) systems, HVAC system replacement; signs and lighting; fences and gates; storage yards and storage buildings; extermination and pest control, including wood-destroying insect treatment and repairs; and all other items and systems, and all other parts of the Premises. However, Landlord will keep and maintain in good condition mechanical and electrical systems, plumbing, and HVAC whether inside the Premises or in the Common Areas. 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 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. Tenant shall 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. Allow no loud noise or any disturbance;
- F. Park all vehicles in an area designated by Landlord as indicated on a parking map attached as Exhibit "C";
- G. Comply with all laws, ordinances rules, and regulations applicable to the Premises and Tenant's use and occupancy thereof; and
- H. Pay all utility bills for telephone, internet, and cable incurred by Tenant in its use of the Premises.

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

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, or transmitted by electronic mail ("e-mail"), to the following addresses:

For Tenant:	Harris County Harris County Administration Building Attention: County Judge 1001 Preston, 9 th Floor Houston, Texas 77002
With a copy to:	Harris County Facilities & Property Maintenance Attn: Leasing Manager 1310 Prairie Street, 13 th Floor Houston, Texas 77002 Email: _leasing@fpm.hctx.net
For Landlord:	5900 Interest, Ltd. Attn: David Greenberg 5959 Richmond, Suite 440 Houston, Texas 77057 Email: david@greenbergcompany.com

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 or upon receipt of e-mail transmission.

11) INSURANCE

Landlord will, at their expense, maintain commercial general liability insurance in the amount of no less than One-Million and No/Dollars (\$1,000,000.00), Two-Million and No/Dollars (\$2,000,000.00) in the aggregate. . 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 Tenant 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 by Tenant, until: (i) Monetary default: subject to and in accordance with Chapter 2251 of the Texas Local Government Code, three (3) 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 thirty (30) days from Tenant's receipt of Landlord's written notice; or (ii) Non-Monetary default: 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. For the purposes of this paragraph "Monetary" shall be defined as any monies due and owed by the Tenant under the Lease; "Non-Monetary" shall be defined as any and all other obligations of Tenant under the Lease except for monies due and owed by the Tenant.

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 seventy-two (72) hours, 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 such invoice, Tenant shall have the right to withhold up to one-half (1/2) of the monthly rental payment until such expenses plus interest at the rate of prime plus one-percent (1%) have been recovered by Tenant.

14) TERMINATION

Landlord or Tenant 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 Party.

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 Tenant 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 **Twelve-Thousand Seven-Hundred Eight and No/100 Dollars (\$12,780.00)** ("Limit of Appropriation"). 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 Tenant's obligations and liabilities which may be incurred by the Tenant's 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 Lease, that the Tenant 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 Tenant 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 Lease.

With regard to any Renewal Term(s) or extension of this Lease, 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.

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) INTENTIONALLY OMITTED.

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.

Landlord affirmatively consents to the disclosure of its e-mail addresses 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. The Tenant does not agree to binding arbitration, nor does the Tenant 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, employee-employer 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 (12) 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, which 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 mortgagees, lenders, or landlords under underlying leases, providing that: (i) 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 (ii) 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, 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) INTENTIONALLY OMITTED.

31) 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.

32) MULTIPLE COUNTERPARTS

The Lease 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.

[Remainder of page left blank. Signature pages to follow]

LANDLORD:
5900 INTEREST, LTD.

By:  _____

Name: David Greenberg,

Title: President of GP
By: DG Interests Inc., GP

Date: 05-28-2021

TENANT:
HARRIS COUNTY

By: _____
Lina Hidalgo
COUNTY JUDGE

Date: _____

APPROVED AS TO FORM

Christian D. Menefee
County Attorney


By  _____
Justina Daniel-Wariya
Assistant County Attorney
C.A.O. File No. 21RPD0105

EXHIBIT “A”

Legal Description of the Property

EXHIBIT "B"

Description of the Premises

RETAIL/OFFICE BUILDING FOR LEASE

5900 MEMORIAL DR, HOUSTON, TX 77007

AVAILABLE SPACES

 AVAILABLE

FIRST FLOOR



GREENBERG & COMPANY
Commercial Real Estate Brokerage Firm

DAVID GREENBERG
713.778.0000
david@greenbergcompany.com

The information contained herein was obtained from sources deemed reliable, however, no warranty, representation or agreement is made as to the completeness or accuracy thereof. The purchaser of this real estate understands a subject to error, misstatement, change of price prior sale or lease, or withdrawal without notice.

EXHIBIT “C”

Parking Map

Geocortex Viewer for HTML5

File Edit View Favorites Tools Help

Google

Project Processes

CLEAR

DYMO LabelWriter 450 La...

CECAP

5900 Memorial Drive

5900 MEMORIAL DR, HOUSTO...

I want to...

+

-

492E

Details

address

5900 MEMORIAL DR, HOUSTON, TX, 77007

score

100