



COMMISSIONERS COURT
COMMUNICATION

REFERENCE NUMBER

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DATE: 12/13/2022

SUBJECT: **APPROVAL OF REAL PROPERTY LEASE RENEWAL WITH CHARLIE GEREN, STATE OF TEXAS HOUSE REPRESENTATIVE DISTRICT 99, FOR USE OF OFFICE SPACE LOCATED ON THE THIRD FLOOR OF THE NORTHWEST SUBCOURTHOUSE, 6713 TELEPHONE ROAD, LAKE WORTH**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court approve a Real Property Lease renewal with Charlie Geren, State of Texas House Representative District 99, for use of office space located on the 3rd floor of the Northwest Subcourthouse, 6713 Telephone Road, Lake Worth.

BACKGROUND

On December 10, 2019, the Commissioners Court, through Court Order #131774, approved a Real Property Lease for one (1) year from January 1, 2020 through January 12, 2021 with Charlie Geren, State of Texas House Representative District 99, for use of office space located on the 3rd floor of the Northwest Subcourthouse, 6713 Telephone Road, Lake Worth. The lease included an option for two (2) additional one (1) year renewals

On December 15, 2020, the Commissioners Court, through Court Order #134434, approved renewal of the Real Property Lease for two (2) additional years starting January 1, 2020 through January 10, 2023.

The purpose of this agreement is to allow Representative Charlie Geren and his staff to utilize the 1,157 square foot County Disaster Management/Business Continuity suite located on the 3rd floor of the Northwest Subcourthouse. The State of Texas will pay rent of \$1,000.00 per month. When the suite is needed for County emergency operations, Representative Geren and staff will vacate the suite during the emergency to allow the County to use the space. The rent charge will be suspended during any required vacancy period. Representative Geren will provide furniture for his and his staff's use and agrees that no modifications may be made to the structure of the lease space.

This lease will commence January 11, 2023 and end on January 14, 2025 and has a thirty (30) day written notice for termination by either party.

The Criminal District Attorney's Office has approved this agreement as to form.

FISCAL IMPACT

Rent in the amount of \$1,000.00 per month will be paid to the County general fund.

SUBMITTED BY: Facilities Management

PREPARED BY: Misty Foster
APPROVED BY: Michael Amador





State of Texas
House of Representatives

DISTRICT OFFICE LEASE CONTRACT

This lease is entered into between Tarrant County, herein referred to as Lessor, and the Committee on House Administration of the Texas House of Representatives of the State of Texas, herein referred to as Lessee, for the benefit of Charlie Geren, a Member of the House of Representatives of the State of Texas, herein referred to as Member.

For and in consideration of the covenants, conditions, and provisions contained in this instrument, Lessor hereby leases to Lessee the following described property located in Tarrant County, Texas. The address of the leased property is:

<u>6713 Telephone Rd.</u>	<u>Lake Worth</u>	<u>76135</u>
Street Address, Suite, etc.	City	Zip Code

(which includes approximately 1,157 square feet of floor space), with all the rights easements, and appurtenances belonging thereto and usually had and enjoyed therewith, on the terms and condition contained herein.

I.

The term of this lease begins January 11, 2023 and ends January 14, 2025 but
(Month Day, Year) (Lease must end on or prior to January 14, 2025)

the Lessor understands and agrees that the Lessee may cancel this lease, without penalty, if funds for its continuation are not provided for the next fiscal period or if the Member, for whose benefit this lease is made, ceases to be a Member of the House of Representatives.

II.

Lessee has the option to renew this lease for an additional period of 0 Years for the same monthly rental and under the same conditions, covenants, and provisions applicable under this lease during the primary term. To exercise the option, Lessee must give written notice of its election to do so to Lessor not later than 30 days before the expiration of the primary term of the lease.

III.

As rental for the leased premises, Lessee will pay Lessor the sum of \$ 1,000.00 per month, which shall be paid solely from the funds of the House of Representatives. However, the Lessor agrees that the liability of the House of Representatives to pay the rental is limited to the amount of money in the Member's operating account. If the Member's account is depleted, the House of Representatives may immediately notify the Lessor in writing. Until further notice, neither the House of Representatives nor the State of Texas is responsible for any rent that accrues after the date of the notice. The Lessor may thereupon, terminate the lease or allow the Member to continue to occupy the leasehold on terms mutually agreeable to the Lessor and the Member.

IV.

The leased premises will be used by the Member of the House of Representatives named herein as an office to be used in connection with his/her official business as a State Representative.

V.

Although this lease is for the purpose of providing office space for the Member named in this instrument, no title, credits, allowances, premiums, or anything of value shall inure to the benefit of the Member at any time because of this agreement. (Under Art. III, Sec 18, of the Texas Constitution, neither the legislator nor his firm may contract with the State of Texas if the subject of the contract was authorized or funded by a legislature of which the individual was a member.) The Member named in this lease is not related in the first degree by marriage, or through blood relationship, to anyone who has a financial interest,

either directly or indirectly, in the property leased by the House of Representatives for this said Member. Any agreement contrary to this paragraph renders the lease null and void and renders Lessor liable for the refund of all payments paid hereunder together with interest on that at 10 percent annum, reasonable attorney's fees for the collection of that amount, and all costs incurred with said collection.

VI.

Either party may terminate this lease at any time for failure of the other to comply with the covenants, conditions, and provisions of the lease. Also, either party may terminate this lease by providing the other party with written notice 30 days prior to date of termination.

VII.

The following additional covenants, and provisions are further agreed to by Lessor and Lessee:

VIII.

The covenants and conditions in this instrument are the full and complete terms of this lease. No alterations, amendments or modifications of those terms are binding unless reduced to writing and signed by the parties to the lease.

Lessor's Company Name (type or print)		Date	
<u>B. Glen Whitley</u>		<u>December 13, 2022</u>	
Lessor's Name (type or print)		Date	
<u>B. Glen Whitley</u>		<u>County Judge</u>	
Lessor's Signature	(1)	Lessor's Signatory's Title	(1)
Lessor's Address		Telephone Number	
Lessor's Type of Organization		Lessor's Tax ID Number	(3)
(2)			
Signature of Representative		Date	
(4)			
Signature of Chairman		Date	
(5)			

Note:

1. Must be signed by lessor or person authorized to contractually bind said individual, partnership, company or corporation. Signature must be an original signature (not from a signature stamp or photo copied).
2. Lessor's type of organization (law firms, realtor firm, sole proprietorship, dental firm, etc.).
3. The applicable tax identification number for individual, partnership, or corporation for reporting rent payments to the Internal Revenue Service.
4. Member of the Texas House of Representatives whose office operating account is to be charged. Signature must be an original signature (not from a signature stamp or photo copied).
5. Chairman of Committee on House Administration or person authorized to sign such agreements.

I, Charlie Geren do not have an interest
Name of Member


in the described property that I have requested the Texas House of Representatives to enter into a district office lease contract. Furthermore, I hereby state that I am not related in the first degree by marriage or through blood relationship to anyone who has a financial interest either directly or indirectly in the property leased by the House of Representatives for this said member. If I should acquire an interest in said property, I will advise the Chair of the Committee on House Administration in writing and terminate my district office lease immediately at no expense to the House of Representatives.

Member's Signature

Date

TARRANT COUNTY
STATE OF TEXAS

APPROVED AS TO FORM:



Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Certification of Funds Available in the Amount of \$

N/A

By:



Auditor's Office