

TARRANT COUNTY	§	<b>RESOURCE CONNECTION</b>
	§	<b>LEASE AGREEMENT AMENDMENT NO. 9</b>
STATE OF TEXAS	§	<b>TARRANT COUNTY MASTER GARDENERS ASSOCIATION</b>

**BY THIS AMENDMENT NO. 9**, the lease agreement dated the 10<sup>TH</sup> day of January 2017, Court Order 124235, by and between Tarrant County, hereinafter referred to as LESSOR, and Tarrant County Master Gardeners Association, hereinafter referred to as LESSEE, is hereby amended and supplemented in the following respects:

Page 15, Exhibit "C", LEASE TERM

The Commencement Date of the Lease shall be January 1, 2024. The term of the Lease shall begin on the Commencement Date and shall continue for a period of One (1) Year, ending December 31, 2024, as provided in Article II(B) of the Lease.

Page 16, Exhibit "D", RENTAL RATES

Effective October 1, 2023, the Annual Rental Rate of the Lease shall be Fourteen Dollars and Twenty-Six Cents (\$14.26) per square foot. The utility rate for the shed with bathroom shall be Three Dollars and Seventy-Five Cents (\$3.75) per square foot.

Tarrant County Master Gardeners Association, a non-profit organization, acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in the attached Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, attached Exhibit, with the Texas Ethics Commission as required by law.

**Compliance with Laws.** In providing the services required by this Agreement, Tenant must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Tenant shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

**FISCAL FUNDING ACKNOWLEDGMENT**

Notwithstanding any language to the contrary, Tenant acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

Both parties are in agreement as to the above. All other provisions of the above mentioned Lease Agreement remain in full force and effect. This Amendment is effective upon execution of this addendum.

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY OF TARRANT  
STATE OF TEXAS**

**TARRANT COUNTY MASTER GARDENERS  
ASSOCIATION**

**Signature:**   
Raymond J. Morrell (Aug 19, 2023 17:08 CDT)

**Email:** morrellray@yahoo.com

Authorized Agent

By: \_\_\_\_\_  
Tim O'Hare  
County Judge

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.

EXHIBIT "C"  
LEASE TERM

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**RENTAL RATES**

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SqFt	Master Gardeners Association						
2,200	1801 Circle Dr.						
FY24 Resource Connection Occupancy Cost							
	Per SF			Annual		Monthly	
Rent	\$	7.74		\$	17,028.00	\$	1,419.00
Utilities	\$	3.75		\$	8,250.00	\$	687.50
Common Area	\$	1.06		\$	2,332.00	\$	194.33
Janitorial	\$	1.61		\$	3,542.00	\$	295.17
Trash	\$	0.10		\$	220.00	\$	18.33
Total	\$	14.26		\$	31,372.00	\$	2,614.33

SqFt	Master Gardeners Shed with Bathroom			
662	1801 Circle Dr./Green Shed			
Shed with Bathroom				
	Per SF		Annual	Monthly
Utilities	\$	3.75	\$	206.88
Total	\$	3.75	\$	206.88

<b>Total Occupancy Cost of All Space at Resource Connection</b>			
<b>2,862</b>	<b>Per SF</b>	<b>Annual</b>	<b>Monthly</b>
1801 Building	\$ 14.26	\$ 31,372.00	\$ 2,614.33
Shed w/Bathroom	\$ 3.75	\$ 2,482.50	\$ 206.88
<b>Total</b>		<b>\$ 33,854.50</b>	<b>\$ 2,821.21</b>

**Tenant Certification Addendum to Tarrant County Contracts  
Entered Into on or After September 1, 2021  
Required by New Texas State Laws  
[Not required if all contracting parties are governments]**

This Addendum relates to the following contract: Tarrant County Master Gardeners Association

For All County Contracts Entered into on or after September 1, 2021, Lessee Must Certify:

Lessee is EXEMPT from Certification regarding Energy Companies and Firearm Entities or Firearm Trade Associations:

Vendor is a sole proprietorship OR is a non-profit entity OR Vendor is a company that does NOT have 10 or more full-time employees AND/OR this contract does NOT have a value of \$ 100,000.00 or more that is to be paid wholly or partly from public funds of the governmental entity.

If the Lessee Cannot Certify that it is EXEMPT as Above, Lessee Must Certify as Follows:

Lessee is NOT EXEMPT and Certifies as follows:

Boycott of Energy Companies Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 13](#)), Lessee verifies that it does not boycott energy companies and will not boycott energy companies during the term of the above-described contract. "Boycott energy company" is defined in Section 809.001(1) (added by [87th Legislature, S.B. 13](#)) and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by subsection (A).

Discrimination against Firearm Entities or Firearm Trade Associations Prohibited. In compliance with Section 2274.002 of the Texas Government Code (added by [87th Legislature, S.B. 19](#)), Lessee verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the above-described contract] against a firearm entity or firearm trade association. "Discriminate against a firearm entity or firearm trade association" is defined in Section 2274.001(3) (added by [87th Legislature, S.B. 19](#)) and means, with respect to the entity or association, to: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; the term *does not include*: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (ii) a company's refusal to engage



**Construction/Alteration/Repair Payment and Performance Bond  
Addendum to Tarrant County Lease Contracts  
Entered Into on or After September 1, 2023**

This Addendum relates to the following contract: Tarrant County Master Gardeners Association

For All Leases for County Property entered into or renewed on or after September 1, 2023:

Tenant/Lessee hereby agrees that:

- Tenant/Lessee shall not, during the Term of the Lease, enter into a contract for the construction, alteration, or repair of an improvement to the Leased Property.

**OR:**

- Tenant/Lessee intends to enter into a contract for the construction, alteration, or repair of an improvement to the Leased Property, in compliance with Section 2252.909 of the Texas Government Code (added by the 88<sup>th</sup> Legislature, H.B. 2518) which requires the following:

The Tenant/Lessee's contract with said contractor must include a condition that the contractor:

- (1) execute a payment bond that conforms with Section 53.202 of the Texas Property Code; and
- (2) execute a performance bond in an amount equal to the amount of the contract for the protection of the County and conditioned on the faithful performance of the contractor's work in accordance with the plans, specifications, and contract documents.

The Tenant/Lessee must provide to the County a written notice of commencement for the construction, alteration, or repair of an improvement to Leased Property (the "Notice of Commencement") consistent with Section 2252.909 and the statutes incorporated therein at least 90 days before the date the construction, alteration, or repair of any improvement to the Leased Property begins.

The required Notice of Commencement must:

- (1) identify the public property where the work will be performed;
- (2) describe the work to be performed;
- (3) state the total cost of the work to be performed;
- (4) include copies of the performance and payment bonds required under Section 2252.909(b); and
- (5) include a written acknowledgment signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

On or before the 10th day after the date the County receives a written Notice of Commencement required under Section 2252.909(b)(2), the County may notify the Tenant/Lessee that the construction, alteration, or repair may not proceed.

Be advised that Section 2252.909(e) provides as follows: "A person commits an offense if the person materially misrepresents information in a notice of commencement. An offense under this subsection is a Class A misdemeanor."


For purposes of any notice required by Section 2252.909, including the Notice of Commencement and copies of required bonds, any communications regarding the construction, alteration, or repair of an improvement to Leased Property shall be provided in writing to the County at the following contact point:

Jamie Willis, 1100 Circle Dr., Fort Worth, TX 76119, 817-531-7600

**COUNTY OF TARRANT  
STATE OF TEXAS**

By: \_\_\_\_\_  
Tim O'Hare  
County Judge


**TARRANT COUNTY  
MASTER GARDENERS  
ASSOCIATION**

Signature:   
Raymond J. Morrell (Aug 19, 2023 17:08 CDT)  
Email: morrellray@yahoo.com  
AUTHORIZED AGENT

Signed on \_\_\_\_\_

Signed on August 19, 2023

APPROVED AS TO FORM FOR TARRANT COUNTY RESOURCE CONNECTION:

  
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.