

TARRANT COUNTY

§

STATE OF TEXAS

§

§

RESOURCE CONNECTION

LEASE AGREEMENT AMENDMENT NO. 8

**NORTHERN TRINITY GROUNDWATER
CONSERVATION DISTRICT**

BY THIS AMENDMENT NO. 8, Court Order 119201, dated the 12th day of December 2014, by and between Tarrant County, hereinafter referred to as LESSOR, and Northern Trinity Groundwater Conservation District, hereinafter referred to as LESSEE, is hereby amended and supplemented in the following respects:

1. Page 16, Exhibit "D" RENTAL RATES

The Annual Occupancy Rate starting October 1, 2023, for the Lease shall be Fourteen Dollars and Twenty - Six Cents (\$14.26) per square foot for space located in building 1100. Storage space in building 2300 shall have a rental rate of Twelve Dollars and Sixty-Five Cents (\$12.65) per square foot. Rental rates shall be evaluated and fixed annually, based on the actual and anticipated operating expenses. Rent shall be paid monthly in accordance with Article III of the Lease.

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.

Northern Trinity Groundwater Conservation District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no Form 1295 disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

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.

AGREED TO AND ACCEPTED this 26TH day of SEPTEMBER, 2023.

COUNTY OF TARRANT
STATE OF TEXAS

By: _____

Tim O'Hare
County Judge

NORTHERN TRINITY GROUNDWATER
CONSERVATION DISTRICT

By: _____

Authorized Agent

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.

EXHIBIT "D"
RENTAL RATE

The Annual Occupancy Rate starting October 1, 2023, for the Lease shall be Fourteen Dollars and Twenty - Six Cents (\$14.26) per square foot for space located in building 1100. Storage space in building 2300 shall have a rental rate of Twelve Dollars and Sixty-Five Cents (\$12.65) per square foot. Rental rates shall be evaluated and fixed annually, based on the actual and anticipated operating expenses. Rent shall be paid monthly in accordance with Article III of the Lease.

| | | | |
|--|--|--------------------|------------------|
| SqFt 391 | <u>Northern Trinity Groundwater Conservation District</u> | | |
| | 1100 Circle Drive/Suite 300 | | |
| FY24 Resource Connection Occupancy Cost | | | |
| | Per SF | Annual | Monthly |
| Rent | \$ 7.74 | \$ 3,026.34 | \$ 252.20 |
| Utilities | \$ 3.75 | \$ 1,466.25 | \$ 122.19 |
| Common Area | \$ 1.06 | \$ 414.46 | \$ 34.54 |
| Janitorial | \$ 1.61 | \$ 629.51 | \$ 52.46 |
| Trash | \$ 0.10 | \$ 39.10 | \$ 3.26 |
| Total | \$ 14.26 | \$ 5,575.66 | \$ 464.64 |

| SqFt 83 | Northern Trinity Groundwater Conservation District - Storage | | |
|--------------------------|---|--------------------|-----------------|
| | 2300 Storage | | |
| | Per SF | Annual | Monthly |
| Rent | \$ 7.74 | \$ 642.42 | \$ 53.54 |
| Utilities | \$ 3.75 | \$ 311.25 | \$ 25.94 |
| Common Area | \$ 1.06 | \$ 87.98 | \$ 7.33 |
| Janitorial | | \$ - | \$ - |
| Trash | \$ 0.10 | \$ 8.30 | \$ 0.69 |
| Total | \$ 12.65 | \$ 1,049.95 | \$ 87.50 |

**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: Northern Trinity Groundwater Conservation District

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 88th 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

NORTHERN TRINITY
GROUNDWATER CONSERVATION
DISTRICT

By: _____

Tim O'Hare
County Judge

By: _____

Authorized Agent

Signed on _____

Signed on September 26, 2023

APPROVED AS TO FORM FOR TARRANT COUNTY RESOURCE CONNECTION:

Criminal District Attorney's Office*

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