

FIRST AMENDMENT TO LEASE AGREEMENT FOR SPACE AT 350 W.
BELKNAP BETWEEN TARRANT COUNTY AND THE CITY OF FORT
WORTH

This FIRST AMENDMENT (“Amendment”) to the original Lease Agreement for space at 350 W. Belknap is made and entered into this _____ day of _____, 2025 by and between Tarrant County, a political subdivision, (“Tarrant”) and the City of Fort Worth, Texas, a home-rule municipal corporation (“Fort Worth”) (collectively, the “Parties”).

This Amendment amends the Lease Agreement (City Secretary Contract No. 49057) (the “Lease”), executed on April 4, 2017, between the Parties, for a portion of the property located at 350 W. Belknap Street, Fort Worth, Texas.

In and for the consideration of the mutual promises contained herein, the Parties agree to amend the Lease as follows:

1. **Additional Space and Improvements.** Upon approval by the parties respective governing bodies and full execution of this Amendment, the square footage of the Leased Premises in the basement will increase by 460 square feet, from 13,955 square feet to 14,415 square feet. The additional space of the Leased Premises shall be used solely for videoconference magistration of Fort Worth arrested persons/inmates before a Tarrant Magistrate, and related uses, as defined in paragraph 3, Use of Video Magistration, of this Amendment. To effectuate the use of the additional space, Tarrant will install fixtures including bench seating for approximately eighteen (18) persons, a countertop- surface and affixed seating serving two telephone locations (VOIP Phones by Fort Worth), a conference unit, a secured office space with countertop surfaces, electrical outlets, and telephone / data lines to serve the equipment needs (“Improvements”). Maintenance, repair, and replacement of any fixtures following installation shall be governed by Exhibit 3 of the Lease. Empty conduit is to be provided for coordination of data lines from the office to the conference unit (conductors to be installed by Fort Worth). Empty conduit will be provided for future duress button devices at two locations (devices and conductors to be installed by Fort Worth). Walls will consist of an impact resistant assembly with cleanable surfaces. The ceiling will be open to structure approximately sixteen feet (16'-0") above the finish floor. Except in the event of exigent circumstances, the use specified in this paragraph shall be to the exclusion of any other use. The Parties may, however, by mutual agreement, use the additional 460 square feet for other purposes.
2. **Consideration.** Tarrant will renovate the additional space of the Leased Premises as depicted in Exhibit #1 and attached hereto, and may use either its own employees or contract with third parties to complete the renovations. Fort Worth agrees to provide a lump sum amount of \$40,000 as consideration under this Amendment for Fort Worth’s use of the additional space of the Leased Premises for the remainder of the Basement

Term and to cover a share of the costs of the Improvements. Tarrant will supply Fort Worth with an invoice upon completion of the renovations. Fort Worth will have thirty (30) days from receipt of invoice to pay Tarrant. Outside of this one-time payment from Fort Worth to Tarrant under this Amendment, there will be no additional monthly increase in rent for the Leased Premises during the Basement Term.

3. **Use of Video Magistration.** The Parties agree that, except in the event of exigent circumstances, the use and occupation of the additional space of the Leased Premises provided by this Amendment is contingent on Fort Worth's or Tarrant's reasonable, good faith efforts to use the space for videoconference magistration, and related uses, as permitted by Texas Code of Criminal Procedure article 15.17 for all persons brought before a Fort Worth or Tarrant magistrate during the term of the Lease. The Parties may, however, by mutual agreement, use the additional 460 square feet for other purposes.
4. **Reception of Inmates.** Tarrant agrees that it shall make reasonable good faith efforts to receive up to fifteen (15) inmates from the Fort Worth Detention Facility (350 W. Belknap) to the Tarrant County Jail two (2) times per day. The first reception time will be at 9 p.m. and the second reception time will be at 1:30 a.m. Tarrant will accept up to thirty (30) inmates per day from the Fort Worth Detention Facility.
5. **City Council Approval Required.** Notwithstanding anything herein to the contrary, Tarrant hereby acknowledges and agrees that Fort Worth's execution of this Amendment, its representations and warranties under this Amendment, and Fort Worth's ability to pay any amount to Tarrant as agreed under this Amendment is expressly subject to and contingent upon the approval of the Fort Worth City Council in an open and public meeting ("City Council Approval").

Except as provided herein, the terms defined in this Amendment shall be as defined in the Lease.

The parties agree that all other provisions of the Lease not amended herein shall remain in full force and effect as they were originally written.

FORT WORTH:

CITY OF FORT WORTH, TEXAS

By: _____

William Johnson

Assistant City Manager

TARRANT:

TARRANT COUNTY, TEXAS

By: _____

Tim O'Hare

County Judge

APPROVED AS TO FORM
AND LEGALITY FOR FORT WORTH:

By: _____

Thomas R. Hansen

Assistant City Attorney

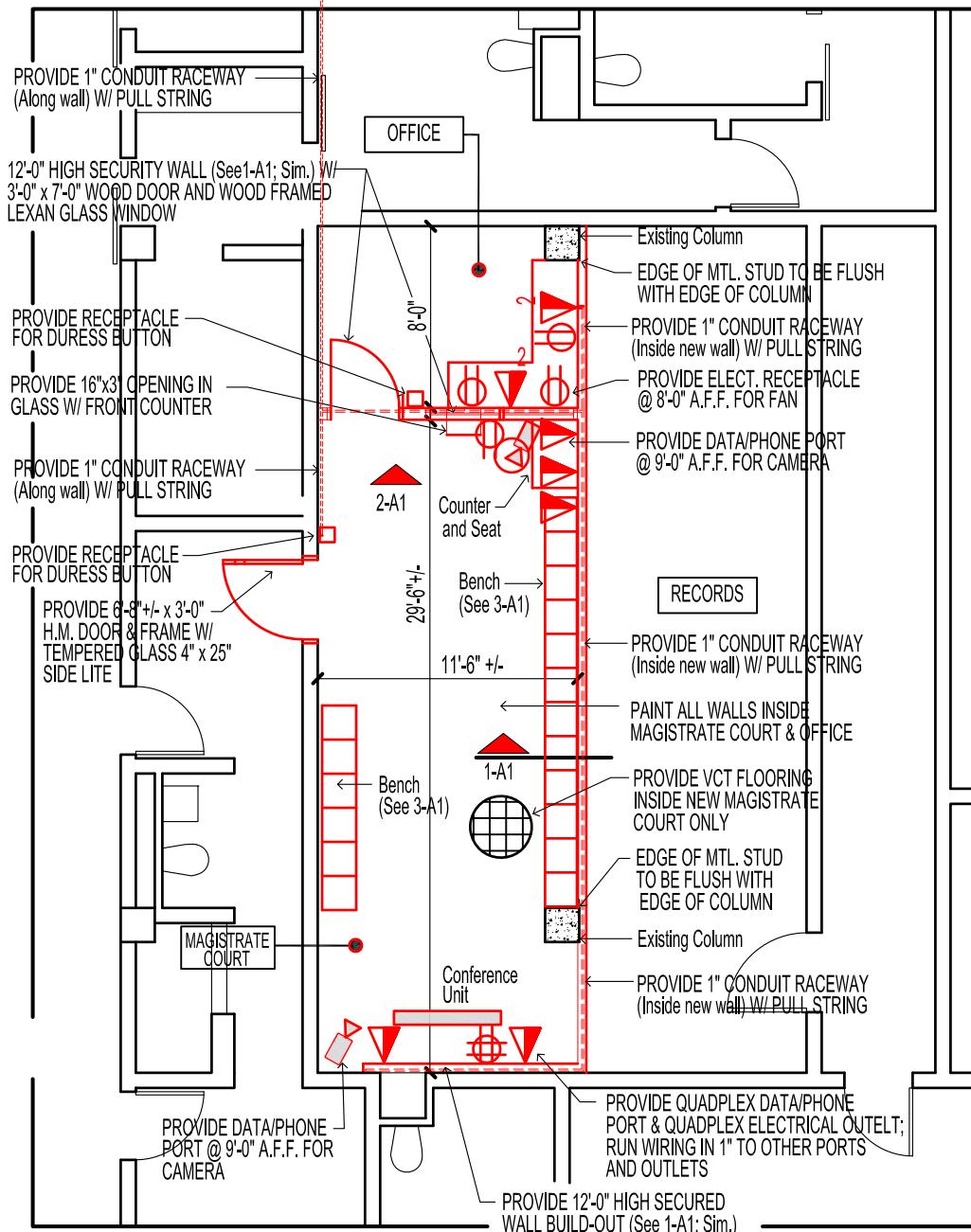
M&C Number:

APPROVED AS TO FORM FOR TARRANT:

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 1"



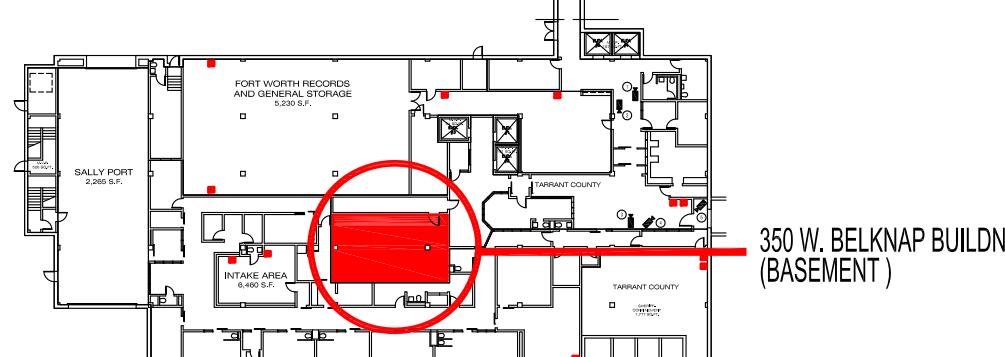
UNLESS NOTED, ALL DATA/PHONE PORTS AND ELECTRICAL RECEPTACLES TO BE BE DUPLEX OUTLETS AND MOUNTED @ 18" A.F.F. TO CENTER.

FLOOR PLAN

350 Belknap Building - Basement



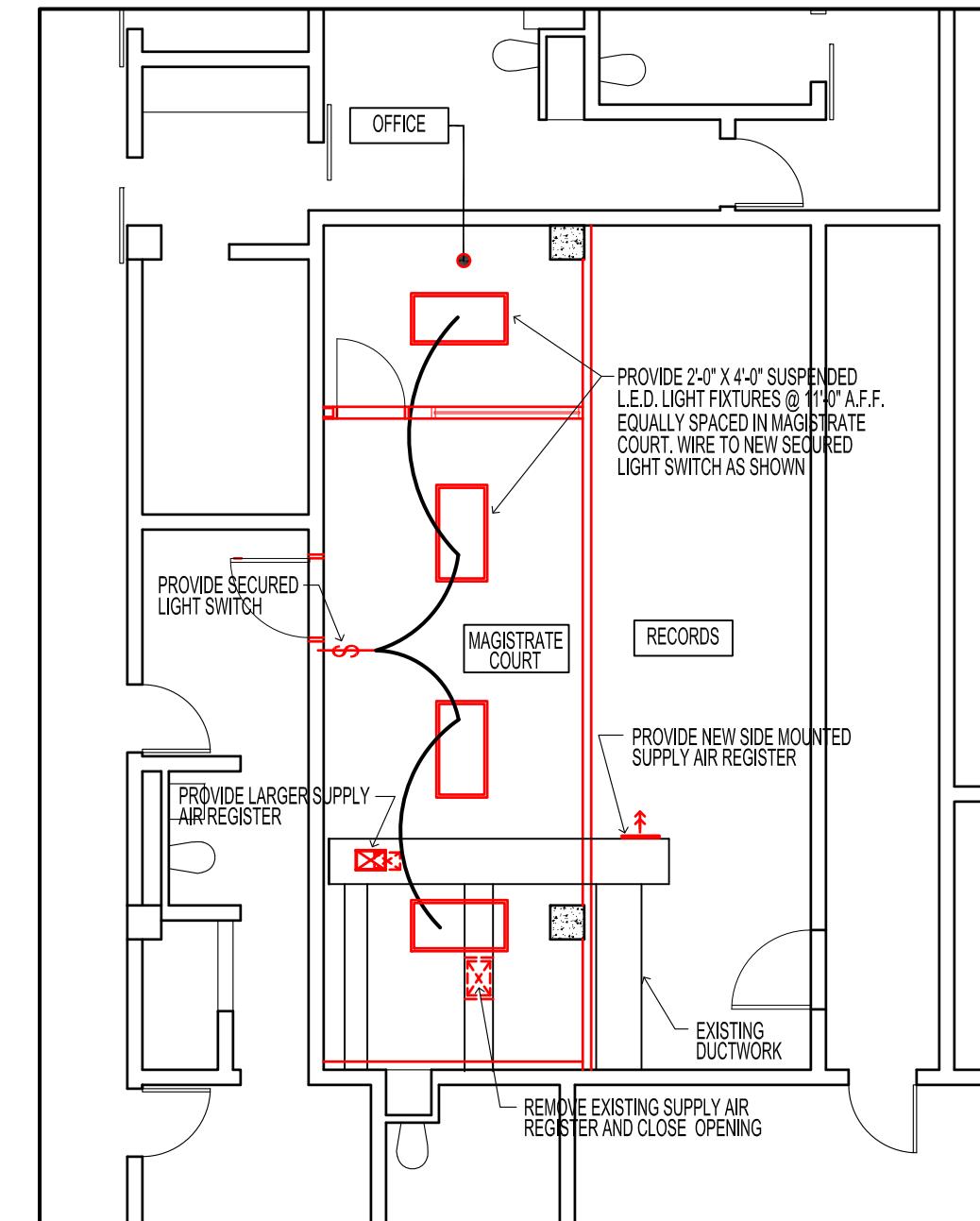
SCALE: 1/8"=1'-0"



PROJECT LOCATION



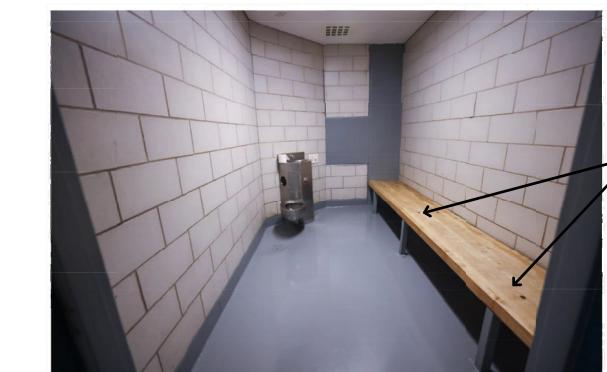
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REFLECTED CEILING PLAN

350 Belknap Building - Basement

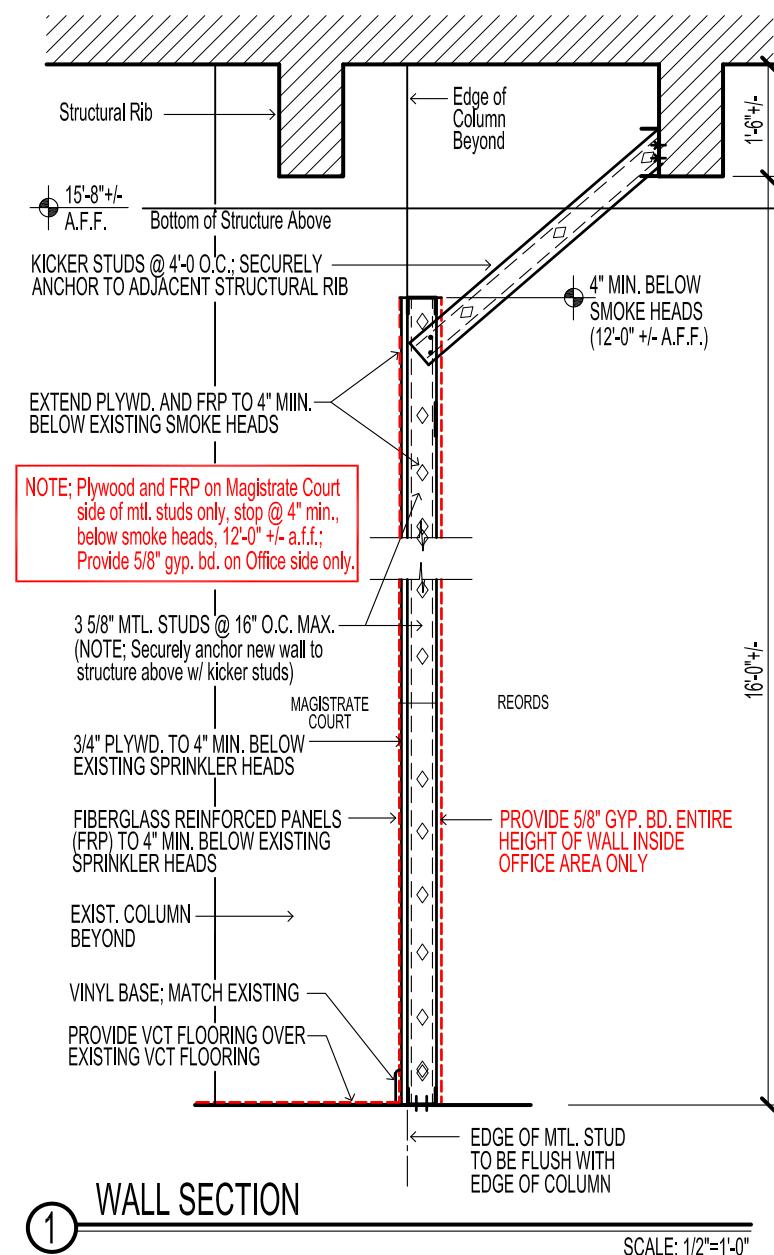
SCALE: 1/8"=1'-0"



TYPICAL WOOD BENCH TO BE PROVIDED (2 Total); SEAT AT COUNTER TO BE SIMILAR
(1) 18'-0" in Length, Seats 12
(1) 9'-0" in Length, Seats 6

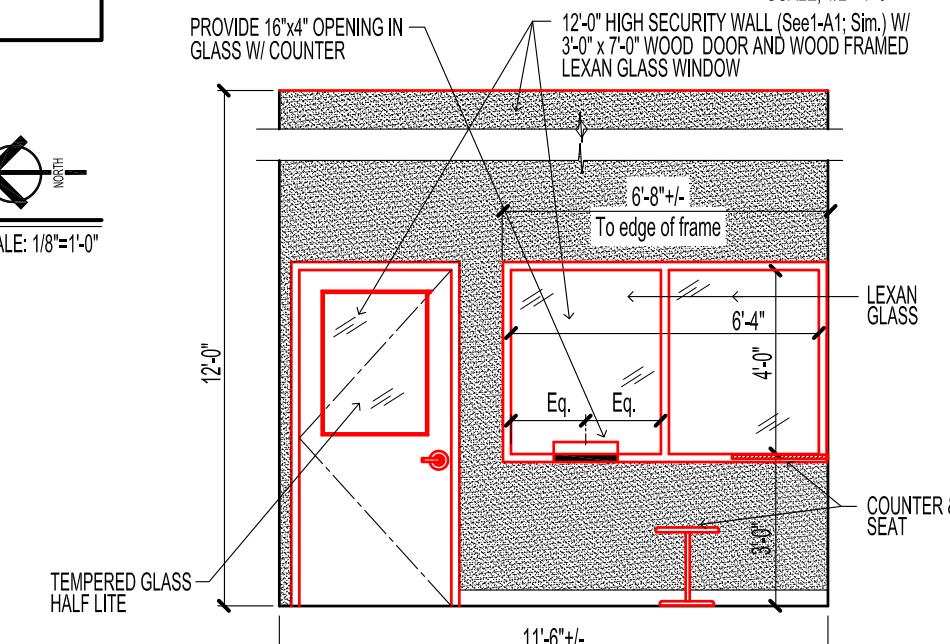
3 TYPICAL BENCH AND SEAT FOR INSTALLATION

Not To Scale



WALL SECTION 1

SCALE: 1/2"=1'-0"



2 WINDOW ELEVATION

SCALE: 1/4"=1'-0"

<p>MAGISTRATE COURT RENOVATION 350 W. BELKNAP - Basement</p>	
<p>FLOOR PLAN REFLECTED CEILING PLAN, WALL SECTION ELEVATION, TYP. BENCH LOCATION PLAN</p>	
DRAWING NUMBER 350 Belknap Mag Crtr Wall	DATE: December 6, 2024
DRAWN BY: H.C.	SHEET NO.
A-1	1 OF 1 SHEETS