

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

LEASE AGREEMENT – RFP 19-036

THIS LEASE AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “Lessor”), a body corporate and politic under the laws of the State of Texas, and Fort Bend County Child Advocates, Inc., (hereinafter “Lessee”), a company authorized to conduct business in the State of Texas.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain four thousand sixty (4,060) total square feet of office space in the Fort Bend County Justice Center, 1422 Eugene Heimann Circle, Richmond, Texas 77469 (hereinafter “Leased Premises”).

1. TERM OF LEASE

The Initial Term of this Lease Agreement shall be for a period of ten (10) months commencing on the 1st day of April, 2019 (“Commencement Date”), and ending on the 29th day of February, 2020 (“Initial Term”), which shall automatically renew for one (1) additional month, unless one party provides written notice to terminate as provided under this Lease Agreement.

2. MONTHLY RENT

The Lessee agrees to pay Lessor the sum of one thousand eight hundred dollars and no/100 (\$1,800.00) per month as monthly rent (“Monthly Rent”) during the term of this Lease Agreement. The Monthly Rent includes Lessee’s prorated share of utilities and services provided at the Leased Premises, with the exception of voice/data services. The Monthly Rent is due and payable by the Lessee in advance on the first day of the month during the lease term. The Monthly Rent shall be made in the form of a check or money order made payable and submitted to Fort Bend County, 301 Jackson, Suite 301, Richmond, Texas 77469, Attention: Facilities Management & Planning.

3. MONTHLY EXPENSES

- (a) Standard hours of operation of the Building are 8:00 am – 5:00 pm Monday through Friday, except for County holidays. Building access outside of such standard hours of operations will require the presence of Fort Bend County law enforcement personnel to serve as additional security. The Lessee agrees to reimburse Lessor for the actual cost of additional security on a monthly basis.
- (b) The Lessor will provide the Lessee with an invoice on a monthly basis with the pro-rata share of the additional security expenses for the previous month.
- (c) The Lessee shall be responsible for (i) obtaining and maintaining voice and data services, and (ii) maintenance of the Leased Premises beyond the maintenance Lessor must provide pursuant to Section 4(b) hereof.

4. GENERAL TERMS AND CONDITIONS

- (a) Lessee shall use the Leased Premises solely for office space. Lessee shall not use the Leased Premises under any circumstance for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Lessee shall keep the Leased Premises in good repair and free from waste. Lessee shall never leave the Leased Premises vacant, but shall in good faith continuously conduct and carry on the type of business for which the Leased Premises are leased on all days, and during such hours, as are usual and customary in the geographic area in which the premises are located for that type of business. Any property kept, stored or maintained within the Leased Premises by Lessee shall be at Lessee's sole risk. Lessee shall not take any action that would constitute a nuisance or would disturb or endanger Lessor or other tenants or unreasonably interfere with their use of their respective premises; nor use, occupy or permit any portion of the Leased Premises to be occupied or used for any unlawful business purpose.
- (b) Maintenance. Lessor agrees to maintain the property and Leased Premises in good repair and condition during the term of this Lease Agreement. Maintenance provided by Lessor includes the following services: repair or replace worn floor surfaces; painting as needed; replacement of broken window glass; repair of roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters. If Lessee causes damages to the Leased Premises, requiring maintenance services that go beyond those listed in the immediately preceding sentence or "normal wear and tear", Lessee is responsible for paying to have the damages repaired.
- (c) Lessor warrants that the lease of the Lease Premises to the Lessee is authorized by the Lessor's governing body.
- (d) Lessor may enter the Leased Premises to (a) inspect the general condition and state of repair, (b) to make repairs required or permitted under this Lease Agreement, or (c) for any other reasonable purpose. Locks may not be changed or re-keyed at any time during the Lease Term.
- (e) Lessor agrees that the Lessee may bring any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of the Lessee's responsibilities and the parties agree that all property will remain property of the Lessee.
- (f) Build-Out. Prior to the Commencement Date, Lessor shall build out the Leased Premises (the "Build-Out") pursuant to plans and/or specifications (collectively, the "Approved Plans") approved by Lessor and the Lessee, which approval shall not be unreasonably withheld. The Lessee shall reimburse Lessor for the cost of materials used for the Build-Out, pursuant to the Approved Plans up to an amount not exceed \$2,500.00. Any physical additions or improvements to the Leased Premises made by Lessor shall be the property of Lessor.
- (g) Lessor may require that Lessee, at the end of any term and at Lessee's expense, remove any physical additions and improvements, repair any alterations, and restore the Leased Premises to the condition existing at the commencement of the Initial Term, additions and improvements related to the Build-Out and normal wear and tear excepted.

- (h) Following Lessor's consent, Lessee shall have the right to place on the Lease Premises, signs which are permitted by applicable ordinances and Lessor's restrictions. Lessor may refuse consent to any proposed signage that is in Lessor's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Lessee shall repair all damage to the Leased Premises resulting from the removal of signs installed by Lessee.
- (i) On termination of this Lease Agreement the Lessee may, within a reasonable time and at its option and expense, remove any and all equipment or appliances placed or owned by Lessee. Lessee shall deliver the Leased Premises to Lessor in good order and condition given reasonable use and ordinary wear and tear. Lessee shall repair any and all damage to the Leased Premises caused by the removal of any equipment and/or appliances, including holes to any walls, normal wear excepted.
- (j) If during the term of this Lease Agreement the Leased Premises is condemned for any public purpose, the Lessee may elect to terminate and cancel this lease upon thirty (30) days written notice to the Lessor.
- (k) In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Lessee's purposes, Lessor shall promptly repair such damage subject to the terms of Paragraph 4(b). In making the repairs called for in this paragraph, Lessor shall not be liable for any delays resulting from strikes, governmental restrictions, acts of nature or inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Lessor. If the Leased Premises cannot be occupied by the Lessee, lease payments otherwise due will be either reduced or withheld for a prorated share of the Leased Premises that cannot be occupied. If the Leased Premises are damaged to a degree that it is unfit for occupancy, this lease will terminate and any rent and other obligations will be prorated from the date the Leased Premises could no longer be occupied. The determination of whether the Leased Premises are damaged to a degree to render them unfit for occupancy will be made by the City of Richmond authority. If the Lessor has available space which will meet the Lessee's needs and offers same to the Lessee, the Lessee may at its option, occupy that space under the same terms and conditions as this Lease Agreement.
- (l) During the term of this Lease Agreement, Lessee shall have the non-exclusive use in common with Lessor, other tenants of the building, their guests and invitees, of the non-reserved common meeting rooms, automobile parking areas, driveways, and footways (collectively, the "Common Areas"), subject to rules and regulations for the use thereof as prescribed from time to time by Lessor.
- (m) Lessor may retain, destroy, or dispose of any property left on the Leased Premises at the end of the term.

5. BREACH, DEFAULT and REMEDIES.

- (a) Breach by Lessor. Lessor is in breach or default of this Lease Agreement if it fails to perform any of duties or obligations of this lease. The Lessee must give Lessor written notice of the breach or default. If Lessor fails or refuses to remedy the condition of the breach or default for a period of thirty days the Lessee may at its option:
 - 1) Withhold lease payments until the breach or default is cured or corrected;

- 2) Terminate the Lease Agreement by providing written notice of intent to terminate and the effective date of termination;
- 3) Take reasonable action necessary to correct the breach or default and deduct the costs incurred by Lessee from payments due or to become due under this lease; and
- 4) Take other legal action as provided by law for breach or default of this Lease Agreement.

(b) Breach by Lessee. Lessee is in breach and default under this Lease Agreement if Lessee fails to make payments when due or fails to timely perform its duties and obligations under this lease. Lessor must give the Lessee written notice of the breach or default. If Lessee fails or refuses to remedy the condition of the breach or default for a period of thirty (30) days Lessor may at its option:

- 1) Terminate the lease by providing written notice of intent to terminate and the effective date of termination.
- 2) Take other legal action as provided by law for breach or default of this lease.

(c) No waiver. The failure of either party to enforce rights provided by this Lease Agreement or by for breach or default will not act as a waiver of the right to demand compliance in the future

6. VOLUNTARY TERMINATION

This Lease Agreement may be terminated by either party, if neither party is currently in default, by providing the non-terminating party with sixty (60) days written notice of intent to terminate.

7. ASSIGNMENT.

This Lease Agreement may not be assigned.

8. LAW GOVERNING.

This Lease Agreement is governed by the laws of the state of Texas.

9. HAZARDOUS SUBSTANCES

Lessor warrants and represents that any use, storage, treatment, or transportation of Hazardous Substances that has occurred in or on the premises prior to Commencement Date of this Lease Agreement has been in compliance with all applicable federal, state, and local laws, regulations, and ordinances. Lessor additionally warrants and represents that no release, leak, discharge, spill, disposal, or emission of Hazardous Substances has occurred in, on, or under the premises, and that they are free of Hazardous Substances.

11. INSURANCE

(a) Prior to the Commencement Date, Lessee shall furnish Lessor with properly executed certificates of insurance, which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days prior written notice to Lessor. Lessee shall provide certified copies of insurance endorsements and/or policies if requested by Lessor. Lessee shall maintain such insurance coverage during Term and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior end of Term. Lessee shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or

better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:

- (i) Workers' Compensation insurance. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (ii) Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - (iii) Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
 - (iv) Business Automobile Liability coverage with a combined Bodily Injury/Property Damage limit of not less than \$1,000,000 each accident. The policy shall cover liability arising from the operation of licensed vehicles by policyholder.
 - (v) Lessee is responsible to maintain insurance on all personal property belonging to Lessee.
- (b) Lessor and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation. All Liability policies including Workers' Compensation written on behalf of Lessee, shall contain a waiver of subrogation in favor of Lessor and members of Commissioners Court.
- (c) If required coverage is written on a claims-made basis, Lessee warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Lease Agreement; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning from the time that Lessee vacates the Leased Premises.

12. INDEMNIFICATION

- (a) Lessee shall save harmless Lessor from and against all claims, liability, and expenses, including reasonable attorney's fees, arising from activities of Lessee, its agents, servants or employees, performed under this Lease Agreement that result from the negligent act, error, or omission of Lessee or any of Lessee's agents, servants or employees.
- (b) Lessee shall timely report all such matters to Lessor and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide Lessor with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of Lessor required by Lessee in the defense of each matter.
- (c) Lessee's duty to defend, indemnify and hold Lessor harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of any contract unless otherwise agreed by Lessor in writing. The provisions of this section shall survive the termination of the contract and shall remain in full force and effect with respect to all such matters no matter when they arise.
- (d) In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Lessee, Lessee shall never-the-less fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a

determination by a court of competent jurisdiction that the acts and omissions of Lessee are not at issue in the matter.

- (e) Lessee's indemnification shall cover, and Lessee agrees to indemnify Lessor, in the event Lessor is found to have been negligent for having selected Lessee to perform the work described in this request.
- (f) The provision by Lessee of insurance shall not limit the liability of Lessee under an agreement.
- (g) Lessee shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify Lessor and to hold it harmless from all claims for bodily injury and property damage that arise may from said Lessee's operations. Such provisions shall be in form satisfactory to Lessor.
- (h) Loss Deduction Clause - Lessor shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Lessee and/or trade contractor providing such insurance.

13. OTHER TERMS AND CONDITIONS

- (a) Entire agreement. This Lease Agreement, and its amendments and attachments represent the entire agreement of the parties.
- (b) Effective date. This Lease Agreement is effective as of the date listed below.
- (c) Amendment. Amendments to this contract must be in writing and signed by both parties.
- (d) Notices. All notices required by this Lease Agreement must be sent to the following addresses:

<u>Lessor</u>	<u>Lessee</u>
Fort Bend County Facilities Management/Planning Attn: Director 301 Jackson Street, Suite 301 Richmond, Texas 77469	Fort Bend County Child Advocates, Inc. Attn: Ruthanne Mefford 5403 Avenue N Rosenberg, Texas 77471

(e) State Law Requirements for Governmental Contracts

- i. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Lessee verifies Lessee does not boycott Israel and will not boycott Israel during the term of this Lease Agreement.
- ii. Texas Government Code Section 2251.152 Acknowledgment: By signature on this Lease Agreement, Lessee represents pursuant to Section 2252.152 of the Texas Government Code, that Lessee is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

14. EXECUTION

The parties have executed this Lease Agreement on the dates indicated below. The effective date of this Lease Agreement is the date signed by the last party hereto.

LESSOR
FORT BEND COUNTY, TEXAS

LESSEE
FORT BEND COUNTY CHILD ADVOCATES, INC

By: _____
Name: KP George
Title: County Judge

By: 
Name: Ruthanne McHafford
Title: CEO

Date signed: _____

Date signed: 2/19/2019

Attest:

Laura Richard, County Clerk

Approved:

James Knight, Director
Facilities Management & Planning Department