

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Lease Agreement, Children's Advocacy Center – Construction & Projects

On August 21, 2017 the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating to wit:

Keith Self  
Susan Fletcher  
Cheryl Williams Not Present  
Chris Hill  
Duncan Webb

County Judge, Presiding  
Commissioner, Precinct 1  
Commissioner, Precinct 2  
Commissioner, Precinct 3  
Commissioner, Precinct 4

During such session the court considered a request for approval of a lease agreement with the Collin County Children's Advocacy Center.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of a lease agreement with the Collin County Children's Advocacy Center for property located at 2205 Los Rios, Plano, Texas, in the amount of \$1,204 per month for the first year with a 1% increase each year for the next four (4) years of the lease effective September 1, 2017 through and including August 31, 2022. Same is hereby approved in accordance with the attached documentation.

Keith Self, County Judge

Susan Fletcher, Commissioner, Pct. 1

Not Present

Cheryl Williams, Commissioner, Pct. 2

Chris Hill, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4



ATTEST:

Stacey Kemp, Ex-Officio Clerk  
Commissioners Court  
Collin County, TEXAS

RECEIVED

SEP 11 2017

CONSTRUCTION  
PROJECTS

LEASE AGREEMENT  
FOR  
WORKSPACE  
AT

Children's Advocacy Center of Collin County

This lease agreement, effective September 01, 2017, by and between the Children's Advocacy Center of Collin County and COLLIN COUNTY. Children's Advocacy Center of Collin County will hereinafter be referred to as CACCC.

It is agreed between the parties as follows:

1. THE PREMISES. CACCC hereby agrees to lease to COLLIN COUNTY, the following described premises:

Effective September 01, 2017, four offices located at 2205 Los Rios Boulevard, Plano, Collin County, Texas 75074, totaling 556 square feet, to house members of COLLIN COUNTY assigned to work child abuse cases.

Furthermore, COLLIN COUNTY agrees to participate in payment of 3% of the common space of the facility to be used by the county in the execution of its prescribed duties. This space shall be equal to approximately 420 square feet.

2. TERM. The term of this lease shall commence on September 01, 2017, the date of occupancy of the premises by COLLIN COUNTY and terminate on August 31, 2022.

3. RENT. Effective September 01, 2017, COLLIN COUNTY agrees to pay lessor a monthly rent in the amount of one thousand, two hundred and four dollars (\$1,204.00) per month, payable on the first day of each month, with said payments to be made by personal delivery or mailing by United States mail to the CACCC's office, postmarked no later than the first day of each month, during the terms stated in this lease.

The rent amount will increase by 1% on the anniversary date of September 01, 2018, and annually thereafter, throughout the term of the lease, as follows:

- 2018: \$1,216.00 monthly (1% increase)
- 2019: \$1,228.00 monthly (1% increase)
- 2020: \$1,240.00 monthly (1% increase)
- 2021: \$1,252.00 monthly (1% increase)

4. PARKING. It is agreed that the COLLIN COUNTY employees, customers, guests and invitees shall have the right to park, without charge, throughout the original term of this lease and any renewal term hereof, on any parcel adjacent to the building.

5. USE. COLLIN COUNTY shall use the premises as an office through which services will be delivered in association with a child abuse investigation, prosecution and/or treatment. The premises shall not be used for any other purpose without written consent of the lessor.

COLLIN COUNTY agrees that no use consuming abnormally high utility or other service cost shall be permitted in the premises.

In addition to the office space as described in paragraph 1 of this agreement, the CACCC agrees to provide the following:

- Office furnishing for each office occupied
- Telephone equipment and local telephone service
- Telephone answering service (either automated or staffed with personnel)
- Fax equipment and local fax service
- Videotape equipment

- Janitorial service

The building in full will have unlimited access {24 hours per day) to personnel assigned to office within the facility.

**6 COMPLIANCE.** COLLIN COUNTY agrees to observe all laws and governmental regulations applicable to its use of the premises.

**7. ALTERATIONS.** COLLIN COUNTY agrees that except for the tenant improvements contemplated herein, they will make no alteration to the premises without the prior written consent of the CACCC.

**8 HAZARDS.** COLLIN COUNTY shall not use, nor permit to be used, the premises for any purpose which shall increase the existing rate of insurance upon the building, or cause the cancellation of any insurance policy covering said building, or sell or permit to be kept, used or sold in or about said premises and article which may be prohibited by CACCC insurance policies. COLLIN COUNTY shall not commit any waste upon the premises, nor cause any public or private nuisance or other act which may disturb the quiet enjoyment of any other tenant, nor shall COLLIN COUNTY use any apparatus, machinery or device in or on said premises which shall make any noise or set up any vibration which can be detected by other tenants, or which shall in any way be detriment to said building. COLLIN COUNTY further agrees that except for the tenant improvements contemplated herein, COLLIN COUNTY will not install or construct within the premises or building electrical wires, water or drain pipes, machinery or other permanently installed devices, including but not limited to, alarm systems, private music systems, or special ventilation, without the prior written consent of CACCC.

**9 CARE OF THE PREMISES.** COLLIN COUNTY agrees to take good care of the premises.

**10 LIABILITY.** COLLIN COUNTY agrees that CACCC shall not be liable for any damage or injury to persons or property arising out of the premises by COLLIN COUNTY employees, invites or visitors except that occasioned by negligence or act of CACCC employees, servants, contractors or subcontractors. COLLIN COUNTY will indemnify and same harmless CACCC liability and loss on account of any such damage or injury: but COLLIN COUNTY shall not be liable for any damage or injury occasioned by failure of CACCC to comply with the obligations hereunder or by reason of the negligence of CACCC employees, servants, contractors or subcontractors.

**11. CACCC RIGHT TO INSPECT.** COLLIN COUNTY agrees to permit CACCC and its authorized representative to enter allotted space at any time for the purpose of inspecting the same, or for the making of any necessary repairs for which CACCC is responsible or feels are necessary for the safety and preservation of the premises or for the performance of any work therein which may be necessary to comply with any laws or regulations or any public authority.

**12 REPAIRS AND MAINTENANCE.** CACCC agrees that it shall at its cost and expense, maintain the parking area describe in paragraph 4, the parcel which the premises is located, the building in which the premises are located, and the premises, and every part thereof, in good, first-class condition, except that COLLIN COUNTY shall make any repairs or replacements promptly, CACCC may, at its sole option, make such repairs or replacements after at least ten {10) days prior written notice to COLLIN COUNTY and COLLIN COUNTY shall repay the cost thereof to CACCC on demand.

**13 UTILITIES.** CACCC agrees to provide at its expense, to or for the premises, adequate heat, electricity, water, air conditioning, replacement lighting tubes and bulbs, trash removal services, and sewage disposal service in quantities and at such time as is necessary to COLLIN COUNTY's comfortable and reasonable use of the premises. Air conditioning will be supplied to cause the temperature in the interior or the premises to be not greater than 76 degrees at all times and heat will be supplied as necessary to cause the temperature to be not less than 70 degrees at all times. In the event of any interruption or malfunction for any reason of any utility or service to the premises or building, CACCC shall use reasonable diligence to restore such utility or service; however, such interruption or malfunction, if restored within a reasonable time, shall not entitle COLLIN COUNTY to be relieved from any of its obligations hereunder, or grant COLLIN COUNTY the right of setoff or recoupment of rent, or be considered to be a breach by CACCC of any damages. Should any of the equipment or machinery break down, or for any cause beyond the reasonable control of the CACCC cease to function properly, CACCC shall use reasonable diligence to repair same promptly, but COLLIN COUNTY shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting there from the length of time reasonably required for the repair thereof.

**14 JANITORIAL SERVICE.** CACCC agrees to provide in the premises, at the CACCC's expense; full time on-site janitorial service.

**15 DESTRUCTION OF PROPERTY.** If at any time during the term of this lease, the premises or any part of the building or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for conduct of COLLIN COUNTY business or so as not to injure COLLIN COUNTY business, then CACCC shall promptly and through the exercise of reasonable diligence repair and restore such damage, at CACCC's expense, to the condition in which the existed immediately prior to the damage or destruction. In such case, there shall be no abatement of rent.

**16 ASSIGNMENT AND SUBLETTING.** COLLIN COUNTY may not sublet or assign its interest hereunder. In the event that this lease is terminated as herein permitted, CACCC shall refund to COLLIN COUNTY any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing CACCC by COLLIN COUNTY. If CACCC is required hereunder to repair and reconstruct the premises, then the lease term shall be extended by a period of time equal to the period of time reasonably required to complete such repair and construction.

**17. DEFAULT.** Should COLLIN COUNTY at any time be in default and if said default continues for a period of ten (10) days after written notice for CACCC, or should COLLIN COUNTY be in default in the performance of other of its obligations herein, and should such default continue for thirty (30) days after written notice thereof from CACCC specifying the particulars of such default: or should COLLIN COUNTY vacate and abandon the premises, then and in any such events, the CACCC besides other rights or remedies it may have, shall have the immediate right of reentry and after five (5) days prior written notice to COLLIN COUNTY may remove all persons and property from the premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of COLLIN COUNTY.

Should the CACCC elect to reenter, this lease shall be deemed terminated, provided however, the CACCC shall be entitled to damages against COLLIN COUNTY for the measure of damages provided by law namely the difference between the rent for the balance of the term of this lease under this contract following day of reentry and the amount of rent the CACCC received

during such period from any subsequent tenant of the premises. The CACCC shall in such event have no obligations to relent the premises.

Should the CACCC at any time terminate this lease under the CACCC's express rights set forth herein for any breach, in addition to any other remedy it may have, it may recover from COLLIN COUNTY all damages incurred by reason of such breach, including the cost of recovering the premises.

~~18~~ REDELIVERY OF PREMISES. COLLIN COUNTY agrees to redeliver to the CACCC the physical possessions of the premises at the end of the term hereof, or any extension thereof, in good condition, excepting reasonable wear and tear and damage by fire or from any other cause not attributable to the willful or negligent act of COLLIN COUNTY, or its employees, agents, invitees or visitors.

~~19~~ HOLDING OVER. Any holding over after expiration of the term of this lease shall be deemed to constitute a tenancy from month to month only, and shall be on the same terms and conditions as herein specified, so far as applicable, and at a monthly rental equal to 110% the rental and other charges stated herein for the primary term of this lease.

~~20~~ TERMINATION CLAUSE. Either lessor or lessee shall have the right to terminate this lease with no penalty by giving the other party sixty (60) days written notice. Any amounts prepaid by the lessee as rent shall be returned to lessee within thirty (30) days of termination date in pro-rated amount.

~~21~~ RECORDABLE ACCEPTANCE. COLLIN COUNTY agrees to give a letter of acceptance and memorandum of lease in recordable form upon commencement of this lease. This lease is executed as of the above date in multiple counterparts of which constitutes an original.

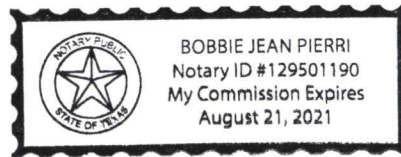
Approved this 8<sup>TH</sup> day of September 2017

*Spence McLean*  
Children's Advocacy Center of Collin County

This instrument was acknowledged before me on the 8 day of September 2017

*Bobbie Jean Pierra*  
Notary Public in and for the State of Texas Collin County

My Commission expires: 8/21/2021



Passes and approved by the Collin County Commissioners' Court, Collin County Texas on the 21st day of August 2017

*Keith Ansell*  
County Judge, Collin County, Texas

This instrument was acknowledged before me on the 21st day of August 2017

*Georgia S. Shepherd*  
Notary Public in and for the State of Texas Collin County

My Commission expires: 10/26/2020

