

LEASE AGREEMENT  
FOR WORKSPACE AT

Children's Advocacy Center of Collin County

This lease agreement, effective **October 1, 2022**, by and between **COLLIN COUNTY** and **CHILDREN'S ADVOCACY CENTER OF COLLIN COUNTY, INC.** ("CACCC").

It is agreed between the parties as follows:

1. **THE PREMISES.** **CACCC** is the owner of certain real property and improvements located at 1701 Heritage Dr., McKinney, Collin County, Texas 75069 (the "Premises"), and hereby agrees to lease to **COLLIN COUNTY** a portion of said Premises, as described herein:

That office located within said Premises, totaling 616 square feet, to house members of the **Child Abuse Task Force** assigned to work child abuse cases.

Furthermore, **Collin County** agrees to participate in the payment of 355 square feet of the common space of the Premises to be used by the **Child Abuse Task Force** in the execution of its prescribed duties.

2. **TERM.** The term of this lease shall commence on **October 1, 2022** and terminate on **September 30, 2027**.

3. **RENT.** Effective **October 1, 2022** the **COLLIN COUNTY** agrees to pay lessor rent in the amount of **\$1,252.00 per month**, with said payments to be made by personal delivery or by mail via the United States postal service to the **CACCC at 2205 Los Rios Blvd Plano TX 75074**.

The rent amount will increase by 1% on the anniversary date of **October 1, 2023**, and annually thereafter, throughout the term of the lease.

10/1/23-9/30/24 **\$1,264.52 per month**

10/1/24-9/30/25 **\$1,277.16 per month**

10/1/25-9/30/26 **\$1,289.93 per month**

10/1/26-9/30/27 **\$1,302.83 per month**

4. **PARKING.** It is agreed that the **COLLIN COUNTY's** 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 Premises.

5. **USE.** **COLLIN COUNTY** shall use the Workspace as an office through which services will be delivered in association with a child abuse investigation, prosecution and/or treatment. The Workspace 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 Workspace.

In addition to the Workspace as described herein, the **CACCC** agrees to provide the following:

- Office furnishing for the Workspace
- Telephone equipment and local telephone service
- Telephone answering service (either automated or staffed with personnel)
- Electronic video recording equipment
- Janitorial Service

**COLLIN COUNTY** personnel assigned to office at the Workspace shall have unlimited access to the Premises (24 hours per day).

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 Premises, or cause the cancellation of any insurance policy covering said Premises, 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 Premises. **COLLIN COUNTY** further agrees that except for the tenant improvements contemplated herein, **COLLIN COUNTY** will not install or construct within the Premises or Workspace 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. **LIABILITY.** To the extent permitted by law, **COLLIN COUNTY** agrees to reimburse **CACCC** for any damages incurred on account of any damage or injury to persons or property arising out of the **COLLIN COUNTY's** employees', invitees' or visitors' acts on the Premises, except that **COLLIN COUNTY** shall not be liable for any damage or injury occasioned by the failure of **CACCC** to comply with the obligations hereunder or by reason of the negligence or act of **CACCC** employees, servants, contractors or subcontractors.

10. **CACCC RIGHT TO INSPECT.** **COLLIN COUNTY** agrees to permit **CACCC** and its authorized representative to enter the Workspace with reasonable notice 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.

11. **UTILITIES.** **CACCC** agrees to provide at its expense, to or for the Premises, adequate heat, electric, 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 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, **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.

12. **JANITORIAL SERVICE.** **CACCC** agrees to provide at the Premises, at the **CACCC's** expense, full time on-site janitorial service.

13. **DESTRUCTION OF PROPERTY.** If at any time during the term of this lease, the Premises or Workspace or any other part of the Premises or parcel shall be damaged or destroyed by fire in such a way as not to render the same unfit for **COLLIN COUNTY** to conduct its work contemplated by this agreement, 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.

14. **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 the **COLLIN COUNTY** any prepaid rent (accrued as of the date of damage or destruction) less any sum then owing **CACCC** by the **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.

15. **DEFAULT.** Should **COLLIN COUNTY** at any time be in default and if said default continues for a period often (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 Workspace, 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 Workspace. Such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of **COLLIN COUNTY**.

17. **REDELIVERY OF WORKSPACE.** **COLLIN COUNTY** agrees to redeliver to the **CACCC** the physical possessions of the Workspace 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.

18. **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 11% the rental and other charges stated herein for the primary term of this lease.

19. **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.

20. **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.

21. **EXPENSES FOR ENFORCEMENT -** In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection

22. **VENUE -** This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, TX.

23. **SEVERABILITY -** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

24. **FORCE MAJEURE -** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

CACCC:

Lynne McLean

Lynne McLean, Chief Executive Officer  
Children's Advocacy Center of Collin County, Inc.

Date signed: 10-5-22

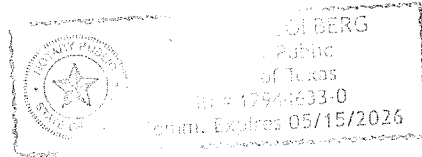
This instrument was acknowledged before me on the 5<sup>TH</sup> day of 2022

Jo Lynn Colberg

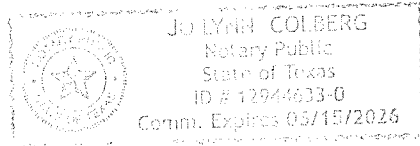
Notary Public in and for the State of Texas COLLIN COUNTY

My Commission expires: 5/15/26

**COLLIN COUNTY:**



[Signature]  
Chis Hill / County Judge



COLLIN COUNTY

Date signed: 9-26-22

This instrument was acknowledged before me on the 26<sup>th</sup> <sup>SEPT.</sup> day of 2022.

[Signature]

Notary Public in and for the State of Texas COLLIN COUNTY

My Commission expires: 11-30-23

