

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Cristy Malott

TODAY'S DATE: 04/21/2022

DEPARTMENT: Juvenile Services

SIGNATURE OF DEPARTMENT HEAD: *C Malott*

REQUESTED AGENDA DATE: _____

SPECIFIC AGENDA WORDING:

Consideration of Lease Agreement between Johnson County and Cleburne ISD for the building located at 1005 S. Anglin, Cleburne, TX 76033.

COMMISSIONERS COURT

APR 26 2022

Approved

PERSON(S) TO PRESENT ITEM:

Cristy Malott

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 1 min

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL: _____

DATE: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 18th day of April, 2022, between Johnson County, Texas, a political subdivision of the State of Texas (Johnson County) (hereinafter called "Lessee") and Cleburne ISD with offices located at 505 N. Ridgeway, Cleburne, Texas 76033 (hereinafter referred to as "Lessor")

I. **A. Demise.** Lessor hereby demises, leases and lets to Lessee the premises located at 1005 S. Anglin, Cleburne, Texas 76033 ("Premises"), more fully described as Classroom Annex 3 being a total of approximately 4,500 S.F. +/-, to use from July 1, 2022, for a term of 12 consecutive months.

B. Renewal. This Agreement shall automatically renew for up to three (3) successive one-year terms following the original term of July 1, 2022 through June 30, 2023, unless one party notifies the other in writing, at least ninety (90) days prior to the expiration (June 30th) of said term, of its intention to not renew this contract. This renewal and extension is subject to the availability of funds for the contract year and to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract.

C. Payment Adjustment. The amount of payment may be modified by a written amendment agreed to by Cleburne ISD and by the Director of Juvenile Services on an annual basis, subject to the approval of the Johnson County Juvenile Board and Johnson County Commissioners Court. Such modification of the payments due for services to be performed pursuant to a contract renewal shall be in writing and shall coincide with the annual renewal and extension of the contract.

II. **Lease Covenants.** Lessee hereby agrees:

- A. **Rent.** To pay a monthly rent of \$600.00 to Lessor Attention Business Department, 505 N. Ridgeway Cleburne Texas 76033 commencing on July 1, 2022.
- B. **Use.** To use the Premises for the provision of professional educational services in accordance with all applicable regulations and rules of law, both State and Federal.
- C. **Surrender.** To peaceably deliver possession of the Premises to the Lessor upon termination of this lease, subject to ordinary wear and tear.
- D. **Maintenance and Repairs.** Lessee will give reasonable notice to Lessor in the event major repairs are necessary, and will provide a reasonable right of access to the Premises to Lessor in order to accomplish same.
- E. **Telephone/Network/Internet.** To provide at its sole cost, all necessary telephone, internet and network services to the Premises.
- F. **Janitorial.** To provide at its sole cost, all necessary janitorial services to the Premises.

Initials of Lessee: RR Initials of Lessor: KH

III. **Lessor's Covenants.** Lessor hereby agrees:

- A. **Quite Enjoyment.** To afford the Lessee peaceable and quiet enjoyment of the Premises, and to prevent Lessee from being disturbed by any act of Lessor or any person claiming under him/her, so long as Lessee is current in its performance of the covenants and obligations herein contained.
- B. **Right of Removal.** That upon termination of this Lease, Lessor will permit Lessee a reasonable amount of time to remove any fixtures placed on the Premises by Lessee, provided Lessee will bear the cost of repair, if any, necessitated by such removal.
- C. **Utilities.** To provide, at its sole cost, all necessary utilities to the Premises including electricity and waste disposal, excluding biohazard waste removal. Utilities provided twenty-four hours a day, seven days a week.
- D. **Maintenance and Repair.** Lessor will maintain the Premises in a suitable manner during the term of this Lease, and will bear responsibility for minor repairs to the Premises.
- E. **Heating and Air Conditioning:** Lessor will provide heating and or air conditioning Monday through Friday 6:30 am – 6:00 pm. Request for additional hours from the Lessee must be requested in writing at least 48 hours in advance to the Lessor.

IV. **Power of Re-entry.** Upon the event of effective termination for any reason as provided in Section V (five) herein, Lessee shall immediately surrender the Premises to Lessor and it shall be lawful in any such case for the Lessors or Lessor's designee or agent to re-enter upon the Premises.

V. **Termination.**

- A. **For Cause.** Either party may terminate this Lease for cause upon thirty (30) days' prior written notice to the other party. For purposes of this section "cause" shall mean: 1) any substantial breach by a party of a material provision or covenant herein contained where such breach is not cured within thirty (30) days of receipt of notice; or 2) the institution of bankruptcy or insolvency proceedings by or on behalf of a party, whether voluntary or involuntary.
- B. **Mutual Consent.** The parties may terminate this Lease at any time during its effective term, upon written consent signed by both parties.
- C. **Destruction of Premises.** If the Premises are damaged or destroyed by any casualty to the extent that repair or restoration is not economically reasonable, or impossible to complete in ninety (90) days following such casualty, either party may terminate this Lease by giving fifteen (15) days' written notice to the other party.
- D. **Condemnation.** In the event the Premises or any part thereof is substantially taken or condemned by the operation of eminent domain or conveyance in lieu thereof, this Lease shall terminate on the earlier of: 1) the date the condemning authority takes possession, or 2) the date title vests in the condemning authority. All compensation awarded for the condemnation of the Premises shall be the sole property of the Lessor except that nothing herein shall operate to preclude the Lessee from prosecuting any claim directly against the condemning authority for losses sustained by the Lessee.

VI. **Alterations:** Lessor hereby reserves the right at any time and from time to time to make alterations or additions to the Building and Common Areas, but will not unreasonably interfere with Lessee's use of Premises. Lessor shall have the right at any time and from

Initials of Lessee: RA

Initials of Lessor: KH

time to time to change the street address of the Building to change the name of the Building without incurring any liability to Lessee. Lessee shall not make any alterations, additions, or improvements to the Premises without the prior written consent of the Lessor, except the installation of unattached, movable furniture and equipment which may be installed without drilling, cutting, or otherwise defacing the Premises. Lessee may not alter, improve, or add to the Property or the leased Premises without the written consent of the Lessor. Lessor will not unreasonably withhold consent for the Lessee to make reasonable non- structural alterations, modifications, or improvements to the leased Premises. Lessee is responsible for the cost of any major renovations or alterations. Lessee may not alter any locks or any security devices on the Property or the leased Premises without consent from the Lessor. If the Lessor authorizes the changing, addition, or re-keying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to the Lessor.

- VII. **Assignment.** Lessee shall not, without prior written consent of the Lessor, assign or sublet this Lease or Premises in whole or part, which shall not be unreasonably withheld.
- VIII. **Interpretation and Governing Law:** This Lease shall be construed and all of the rights, powers and liabilities of the parties shall be determined in accordance with the laws of the State of Texas. This Lease contains the entire understanding of the parties and supersedes all prior representations and statements between the parties, whether oral or written. If any part of this lease shall be held void or unenforceable, such part shall be treated as severable, leaving valid the remainder of the Lease.
- IX. **Notice:** All notices, requests, consents and other communications required by either party and permitted under this Lease shall be in writing and shall be hand delivered, telecommunicated or mailed by registered mail, and shall be valid on receipt.
- X. **Insurance and Indemnity.** The parties shall obtain and maintain sufficient general liability and comprehensive insurance coverage on the Premises against risk of loss or damage to protect each party's respective interests and obligations pursuant to this Lease. Each party shall indemnify and hold harmless the other party against liability of claim, demand, cost fee or expense arising from conduct attributable to the indemnifying party ("indemnitor"). The party claiming indemnification ("indemnitee") shall immediately notify the indemnitor in writing of any claim against the indemnitee by a third party for which indemnification is sought, and the indemnitor shall have the right to defend any such claim at its on discretion and expense. Notwithstanding the foregoing, this indemnification provision is subject to the Texas Constitution and the Texas Tort Claims Act. Upon either party to this Lease Agreement being notified of a claim with respect to a condition or defect in the Premises, then such party shall notify the other party of the claim.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed in multiple counterparts as of the day and year first above set forth.

Initials of Lessee: RA Initials of Lessor: KH

LESSOR:

Cleburne ISD
505 N. Ridgeway Dr. Suite 100
Cleburne, Texas 76033
By: Kyle Heath
Name: Kyle Heath
Title: Superintendent

LESSEE:

Johnson County, Texas
2 North Main Street
Cleburne, Texas 76033
By: [Signature]
Name: Judge Roger Harmon
Title: Johnson County Judge

[Signature]
Chairman, Juvenile Board

Initials of Lessee: [Signature] Initials of Lessor: KH