

one Party notifies the other in writing, at least 60 days prior to the expiration of the then-current term, of its intention to not renew this Agreement.

- 2.02 If sufficient funds are not appropriated by the Texas Legislature to meet the obligations of TJJD under this Agreement in any of TJJD's fiscal years, as determined by TJJD in its sole discretion, or if governmental space becomes available to accommodate this office, this Agreement will terminate with no further charges upon 90 days written notice to Juvenile Probation. In this event, except as provided herein, all penalties against TJJD otherwise provided in this Agreement for early termination are waived; however, Juvenile Probation does not waive any rights, remedies or penalties against TJJD for damages or destruction to the Leased Premises, accrued and as yet unpaid rent at the time of termination, or other penalties or damages against TJJD that Juvenile Probation may now or later possess under the Agreement or at law that do not arise solely out of the early termination of this Agreement. TJJD reasonably believes that legally available funds in an amount sufficient to make all rental payments for the full Agreement term can be obtained. TJJD intends and hereby covenants to make good faith efforts to obtain and maintain funds from which the rental payments may be made.

ARTICLE III CONSIDERATION

- 3.01 In consideration for the use and/or occupancy of the Leased Premises, TJJD shall pay Juvenile Probation, subject to the provisions and conditions contained in this Agreement, monthly rent as follows:
- A. From August 16, 2013 through August 31, 2013, a total amount of \$1,290 (representing \$15 per sq. ft. annually, and \$1.25 per sq. ft. monthly). Since the Agreement starts after the first day of a month, the initial payment of rent for the initial term will be prorated.
 - B. From September 1, 2013 through August 31, 2015, the amount of \$2,500 per month (representing \$15 per sq. ft. annually, and \$1.25 per sq. ft. monthly).
- 3.02 TJJD will submit rent payment to the Juvenile Probation Fiscal Office on a monthly basis, within ten working days following the end of each month, beginning in September 2013, by mailing payment to Bexar County Juvenile Probation Department, Fiscal Office, 301 E. Mitchell Street, San Antonio, TX 78210. The rent payment must be made payable to Bexar County Juvenile Board (Payee Number: 17460020393), and must reference contract number TJJD299, along with the month and year to which the payment relates.
- 3.03 TJJD shall direct any payment disputes to the Juvenile Probation Fiscal Office by communicating any inquiries to jvfiscalhelp@bcxar.org. TJJD will not contact other Juvenile Probation employees regarding any payment dispute.
- 3.04 Juvenile Probation understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Juvenile Probation further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Juvenile Probation will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Juvenile Probation and the requirement to cooperate is included in any subcontract it awards.

ARTICLE IV
USES OF THE LEASED PREMISES

- 4.01 TJJJ may use the Leased Premises for purposes relating to the operation of the TJJJ Parole Office, or other functions of the local TJJJ office.
- 4.02 TJJJ shall use Leased Premises in a way that does not interfere or disrupt the Juvenile Probation use of the Building.
- 4.03 TJJJ may install cubicles in the Leased Premises as needed.
- 4.04 TJJJ may install a window in the door to the enclosed room, room 45.
- 4.05 TJJJ may leave four state vehicles parked overnight in the fenced-off lot behind the Leased Premises, and additional vehicles may be parked there with approval of Juvenile Probation.

ARTICLE V
SERVICES, MAINTENANCE AND UTILITIES

- 5.01 So long as TJJJ is not in default, Juvenile Probation shall furnish the Leased Premises during reasonable and usual business hours, the following services at Juvenile Probation's sole expense:
 - A. Appropriate heating or air-conditioning, as may be necessary to maintain a satisfactory and comfortable work environment;
 - B. Electric current consisting of 110v or 220v as may be necessary for services, lighting and ordinary business machines;
 - C. Hot and cold running water;
 - D. Connection for telephone landline and service, to include long distance service within the state of Texas;
 - E. Pest Control services to be performed after normal business hours; and
 - F. Janitorial services for the space occupied.
- 5.02 Internet connection capability within the Leased Premises is the sole responsibility of TJJJ.
- 5.03 TJJJ shall promptly furnish, at its sole cost and expense, repairs to damage to the Leased Premises caused by TJJJ's employees and invitees, usual wear and tear excepted.
- 5.04 TJJJ shall not be responsible for any federal, state, city and county taxes that may be assessed on the Leased Premises.
- 5.05 Juvenile Probation shall promptly furnish, at its sole cost and expense, such repairs as are necessary to keep the Leased Premises in a safe condition at all times, including but not limited to, repair and maintenance of exterior and interior walls, exterior and interior doors, windows, structural supports, foundation beams and footings, corridors, stairs, sidewalks, parking and common areas.

- 5.06 Juvenile Probation shall make such repairs as are necessary to maintain all plumbing, electrical, heating, air conditioning and similar equipment in good operating condition at its sole cost and expense.

ARTICLE VI
WASTE AND NUISANCE

- 6.01 TJJD shall keep the Leased Premises free from waste and nuisance, and shall deliver up the Leased Premises in as good repair and sound condition at the termination of this Agreement as it was when delivered to TJJD, ordinary wear and tear and damage by fire, tornado or other casualty excepted. If TJJD should breach this covenant, Juvenile Probation shall have the right, but not the obligation, to cause repairs or corrections to be made, and to charge TJJD for costs incurred as additional rental.

ARTICLE VII
ALTERATIONS, ADDITIONS AND IMPROVEMENTS

- 7.01 Except as provided in Section 4.04 of this Agreement, TJJD shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of Juvenile Probation, which consent will not be unreasonably withheld by Juvenile Probation for nonstructural changes. All alterations, additions or improvements made by TJJD will become the property of Juvenile Probation at the termination of this Agreement.
- 7.02 TJJD shall have the right at all times to erect or install furniture and fixtures provided that TJJD complies with all applicable governmental laws, ordinances, and regulations. TJJD shall not erect or install furniture and fixtures in the common areas. TJJD shall have the right to remove at the termination of this Agreement any items so installed, provided TJJD is not in default; however, TJJD shall, prior to the termination of this Agreement, repair any damage caused by the removal. TJJD shall not permit any mechanic's lien or liens to be placed upon the Leased Premises resulting from any work performed or materials furnished or resulting from obligations incurred by or at the request of TJJD. TJJD shall discharge any mechanic's lien placed upon the Leased Premises within 30 days of the filing of the lien, and if TJJD fail to discharge a mechanic's lien within that period, then, in addition to any other right or remedy of Juvenile Probation, Juvenile Probation may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of the lien in any other manner as may be permitted by law. Any amount paid by Juvenile Probation to discharge a mechanic's lien, or for the satisfaction of any other lien placed against the Leased Premises during the Agreement Term that is not caused or claimed to be caused by Juvenile Probation, and all reasonable legal and other expenses of Juvenile Probation, including any reasonable attorneys' fees in defending an action or procuring the discharge of a lien, with all necessary disbursements in connection therewith, must be paid as additional rent by TJJD to Juvenile Probation within 30 days of receiving written notice.
- 7.03 Juvenile Probation shall have the right to enter into and upon the Leased Premises at all reasonable hours to examine the Leased Premises or to make repairs, or to change or alter the location or character of the entrances or floors or to make other alterations or additions, as it may deem necessary. TJJD shall not be entitled to any abatement or reduction of the rent for that reason, so long as TJJD is not dispossessed of the Leased Premises. TJJD shall permit inspection of the Leased Premises at reasonable hours to prospective tenants or purchasers and shall permit the placement of "For Lease" or "For Sale" signs. Juvenile Probation understands

TJJJ's leased space contains confidential records. Juvenile Probation will not have access to any of TJJJ's confidential files and agrees to comply with TJJJ rules for protecting confidential information.

- 7.04 TJJJ shall not place any signs at, in or about the Leased Premises except as and where first approved by Juvenile Probation, which approval shall not be unreasonably withheld.

ARTICLE VIII
DAMAGE OR DESTRUCTION

- 8.01 If the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within 90 days from the date of the occurrence of the damage, this Agreement will terminate and rent will be abated for the unexpired portion of this Agreement, effective as of the date of the occurrence.

If the Building or the Leased Premises should be damaged by fire, tornado or other casualty, but not to such an extent that rebuilding or repairs cannot reasonably be completed within 90 days from the date of the occurrence of the damage, this Agreement will not terminate, but Juvenile Probation shall, at its sole cost and risk proceed to rebuild or repair the Leased Premises to substantially the condition in which it existed prior to the damage. If the casualty occurs during the final 90 days of the Agreement term, Juvenile Probation shall not be required to rebuild or repair the damage. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following the damage, the rent during the period in which they are untenable will be adjusted on a per-diem basis. If Juvenile Probation fails to complete the construction or repairs within 90 days from the date of the occurrence of the damage, TJJJ may, at its option, terminate this Agreement by written notification to Juvenile Probation, whereon all rights and obligations under this Agreement will cease upon the date specified in the notice of termination.

- 8.02 No provision in this Article will in any way restrict TJJJ's right to early termination of the Agreement as provided elsewhere, or as may otherwise be available under law.

ARTICLE IX
ASSIGNMENT AND SUBLETTING

- 9.01 TJJJ shall not assign or sublease the Leased Premises, any part thereof, or any right or privilege connected therewith, or to allow any other person, except TJJJ's agents, employees, licensees, or business invitees to occupy the Leased Premises or any part thereof, without first obtaining the Juvenile Probation's written consent.

ARTICLE X
DEFAULT AND REMEDIES

- 10.01 If TJJJ should:
- A. Default in the payment of any installment of rent or other sum of money stipulated to be paid by TJJJ, and if that default continues for a period of 30 days after written notice of the default and request for compliance has been given TJJJ by Juvenile Probation; or
 - B. Fail to perform any covenant imposed upon TJJJ that does not involve the payment of liquidated sums of money and if that default continues for a period of 60 days after notice of

the default has been given to TJJ2; then

Juvenile Probation may, at Juvenile Probation's option, give to TJJ2 a further notice that Juvenile Probation has elected to end the term of this Agreement at any time after the expiration of the cure period provided for in the notice and, after the expiration of 30 days, this Agreement will, at the option of Juvenile Probation, terminate and Juvenile Probation or its agent or representative shall have the right, without further demand, to re-enter and take possession of the Leased Premises with or without process of law, and remove all persons and their property from the Leased Premises without being deemed guilty of any manner of trespass and without prejudice to any remedies for past or future rent or breach of covenant.

- 10.02 Juvenile Probation may not terminate this Agreement if any default not involving payment of liquidated sums of money cannot reasonably be corrected within 60 days so long as TJJ2 proceeds in good faith and with due diligence to remedy and correct such default.
- 10.03 Notwithstanding the foregoing, Juvenile Probation and TJJ2 will also have available all other remedies provided by law or in equity for default by either Party.
- 10.04 Juvenile Probation's failure to give notice of any default will not constitute a waiver of the default so as to preclude Juvenile Probation from thereafter giving notice of the default, and no waiver of any breach of any covenant or provision of this Agreement will be construed to be a waiver of any other or subsequent breach of the same or of any other covenant or provision, and the acceptance of rental after default will not be a waiver of the right to demand payment of any subsequent installment of rent on the day it becomes due.
- 10.05 Except as otherwise provided in this Agreement, Juvenile Probation shall be in default under this Agreement if Juvenile Probation fails to perform any of its obligations hereunder and the failure continues for a period of 30 days after receipt of written notice from TJJ2; provided, however, that if the nature of Juvenile Probation's obligations are such that more than 30 days are required for its performance, then Juvenile Probation shall not be deemed to be in default if it commences performance within the 30-day period and thereafter diligently continues to completion.

ARTICLE XI CONDEMNATION

- 11.01 If the Building, improvements, or Leased Premises, or any material portion thereof that adversely impacts TJJ2's use and enjoyment of the Leased Premises as determined by TJJ2, is taken or condemned in whole or in part for public purposes, the term of this Agreement will, at the option of either Juvenile Probation or TJJ2, terminate upon 30 days' notice provided by either Party; if neither Juvenile Probation nor TJJ2 terminates as provided herein, there will be a proportionate reduction in rent.

ARTICLE XII MORTGAGES

- 12.01 TJJ2 accepts this lease subject to any deeds of trust, security interests, or mortgages that might now or hereafter constitute a lien upon the Building or improvements or on the Leased Premises and to zoning ordinances and other building and fire ordinances and governmental regulations relating to the use of the Leased Premises.

- 12.02 To the extent authorized by law, TJJD shall, on written demand, execute any instruments, releases or other documents that may be required by any mortgages for the purpose of subjecting and subordinating this lease to the lien of any deed of trust, security interest or mortgage.

ARTICLE XIII
NOTICES AND ADDRESSES

- 13.01 Unless otherwise specifically provided, all notices to be given under this Agreement must be given by certified mail or registered mail, addressed to the proper Party, at the following address:

Juvenile Probation:
Chief Probation Officer
Bexar County Juvenile Probation
301 E. Mitchell Street
San Antonio, TX 78210

TJJD:
Business Operations & Contracts
Texas Juvenile Justice Department
P.O. Box 12757
Austin, TX 78711-2757

ARTICLE XIV
PARTIES BOUND

- 14.01 This Agreement will be binding upon and inure to the benefit of the Parties and their respective, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

ARTICLE XV
TEXAS LAW TO APPLY

- 15.01 This Agreement will be construed under and in accordance with the laws of the State of Texas, and all obligations of the Parties are performable exclusively in Bexar County, Texas.

ARTICLE XVI
LEGAL CONSTRUCTION

- 16.01 If any provision contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision and this Agreement will be construed as if it has never contained the invalid, illegal or unenforceable provision.

ARTICLE XVII
PRIOR AGREEMENTS SUPERSEDED

- 17.01 This Agreement constitutes the sole and only agreement of the Parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

ARTICLE XVIII
AMENDMENT

- 18.01 No amendment, modification or alteration of this Agreement will be binding unless it is in writing, dated subsequent to the date of this Agreement and executed by the Parties.

ARTICLE XIX
FORCE MAJEURE

19.01 Neither Party shall be required to perform any term, condition, or covenant in this Agreement so long as the performance is delayed or prevented by an event not reasonably within its control and that, by the exercise of due diligence, the Party is unable, wholly or in part, to prevent or overcome.

CS 8/22/2013

EXECUTED IN DUPLICATE ORIGINALS ON August 14, 2013, EACH OF WHICH WILL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL.

BEXAR COUNTY JUVENILE BOARD

**TEXAS JUVENILE JUSTICE
DEPARTMENT**

By: _____
LAURA PARKER, Chair
Bexar County Juvenile Board

By: Mike Griffiths by Jeannett Cande
Mike Griffiths with permission
Executive Director

By: _____
DAVID REILLY
Chief Juvenile Probation Officer
Bexar County Juvenile Probation Department

By: Brett Brag
TJJD Attorney

APPROVED AS TO LEGAL FORM:

By: _____
LYNNE WILKERSON
General Counsel
Bexar County Juvenile Probation Department

EXHIBIT "A"
Bexar County Juvenile Justice Academy

