

**LEASE AGREEMENT BETWEEN HARRIS COUNTY AND WORKTEXAS TRAINING
CENTER**

THE STATE OF TEXAS §

THE COUNTY OF HARRIS §

This **Lease Agreement** (herein “Lease”) is made and entered into by and between **Harris County**, a body corporate and politic under the laws of the State of Texas (herein “Landlord” or “County”) and WorkTexas Training Center (herein “Tenant”). Both Landlord and Tenant may be referred to individually herein as a “Party” or collectively as the “Parties.”

Recitals:

Harris County is the owner of the property located at 6500 Chimney Rock, Houston, Texas, in Harris County, Texas; portions of which complex are currently being used to house the Education Transition Center and the Burnett-Bayland Rehabilitation Center.

Tenant is a 501(c)(3) organization is a Houston based non-profit that provides a public vocational high school as well as an adult trade school.

Tenant desires to lease space at 6500 Chimney Rock. The Harris County Commissioners Court finds that a public purpose will be served thorough this Lease because Tenant operates a program that is of benefit to the youth served by the Harris County Juvenile Probation Department. Tenant’s mission is to prepare high school students and adults with the skills and virtues they need to enter the workforce ready to contribute to employer’s businesses as well as advance in that field or another field of their choice.

For and in consideration of the mutual covenants, agreements and benefits to both Parties it is agreed as follows:

I

Subject to the terms and conditions herein, Landlord hereby rents to Tenant leased space the area as depicted in Exhibit A, to Tenant for a term (“the Initial Term”) beginning January 1, 2022, and terminating December 31, 2031, unless terminated sooner according to the provisions of this Lease. This Lease may be extended for one additional ten (10) year term if both Parties agree in writing to such extension, prior to the end of the Initial Term.

II.

As rental for this Lease which includes use of the Premises by Tenant, Tenant shall pay Landlord One Dollar (\$1.00) per year of the Initial Term. If the Parties agree to extend the term, Tenant shall pay One Dollar (\$1.00) per year of the Renewal Term.

III.

Tenant shall use the Premises to operate Tenant's educational services related to Tenant's mission and for no other purpose. There shall be no cost to the County arising from said Lease, operations or services conducted on the Premises by Tenant.

IV.

Tenant, at its sole cost and expense may renovate and make improvements to the Premises, subject to review of plans and specifications for such renovations and improvements by the County Engineer. Tenant will not make any renovations or improvements without said review and approval. All alterations shall comply with all applicable laws and codes. LANDLORD SHALL NOT BE LIABLE TO TENANT OR ANY OTHER PERSON ON THE LEASED PREMISES FOR ANY INJURY, DEATH, LOSS OR DAMAGE TO PERSON(S) OR PROPERTY.

V.

Tenant shall not place on the exterior of the Premises of any area outside of the Premises any sign, symbol, advertisement, neon light or any other light object visible to public view outside the Premises, without the prior written consent of Landlord. Tenant will be allowed to place at least one sign on the exterior of the building, provided Landlord has approved such signage in advance.

VI.

The area indicated in Exhibit "A" as "Lobby" shall be deemed a common area of the building at 6500 Chimney Rock. Subject to mutually agreed upon plans by the Parties as detailed in Section IV of the Lease, Tenant shall have the right, at Tenant's sole cost and expense, to make improvements to the common area. Tenant shall have the right to install and maintain mutually agreed upon by the Parties, signage in the common area of the building.

VII.

Tenant, at its expense, shall maintain a liability insurance policy covering the Premises with coverage in the amount of not less than One Million and No/100 Dollars (\$1,000,000) each occurrence Limit Bodily Injury; Property Damage Combined Three Hundred Thousand and No/100 Dollars (\$300,000) or in the amount of Landlord's maximum limitation of liability under the Texas Tort Claims Act, as amended, whichever is greater. The policy will name Landlord as an additional insured. Tenant will deliver a copy of such policy to the Division Manager of the Real Property Division ("Division Manager") within thirty (30) days of the effective date of this Lease. No later than thirty (30) days prior to the expiration date of said insurance policy and renewal thereof, Landlord will furnish a copy of the renewal insurance policy to the Division Manager.

VIII.

Tenant shall secure, at its sole cost, a Certificate of Occupancy and any other licenses or permits required by any state, federal or local entity for the operation of its business or its occupation of the Premises

IX.

THE PROVISIONS OF THIS LEASE AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS LEASE AGREEMENT HOWSOEVER CAUSED, AND NO PAYMENT, PARTIAL PAYMENT, OR ISSUANCE OF EITHER A CERTIFICATE OF SUBSTANTIAL COMPLETION, OR FINAL

PROJECT ACCEPTANCE IN WHOLE OR IN PART, SHALL WAIVE OR RELEASE ANY OF THE PROVISIONS OF THIS LEASE AGREEMENT.

TENANT SHALL HOLD HARMLESS THE COUNTY, ITS OFFICES, DIRECTORS, AGENTS EMPLOYEES, SUCCESSORS AND ASSIGNS ("INDEMNIFIED PARTIES") FROM AND AGAINST ALL THIRD-PARTY CLAIMS AND LIABILITY TO THIRD PARTIES DUE TO TENANT'S USE OF THE PREMISES.

TENANT SHALL ALSO HOLD HARMLESS THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY THE INDEMNIFIED PARTIES, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE INDEMNIFIED PARTIES AS THE RESULT OF SUCH ACTIVITIES BY TENANT, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH TENANT EXERCISES CONTROL, EXCEPT TO THE EXTENT THAT SAID CLAIMS OR DEMANDS ARE DUE TO THE ACTS OR OMISSIONS OF THE COUNTY, ITS EMPLOYEES OR AGENTS, PROVIDED THAT, FOR PURPOSES OF THIS PARAGRAPH, THE TERM 'THIRD PARTY' AND 'THIRD PARTIES' SHALL INCLUDE TENANT'S OFFICERS, AGENTS AND EMPLOYEES.

X.

Tenant shall permit Landlord and Landlord's agents to enter the Premises at all reasonable times for the purpose of inspecting the Premises.

Landlord Access- Landlord shall have the right to access the Premises for the use of conducting educational activities. Any request made must include the date and time requested and must be provided with at least 48 hours of notice prior to the requested time. Tenant shall provide written approval or denial addressed to the Executive Director of Harris County Juvenile Probation Department in a commercially reasonable amount of time from the request. Tenant shall only have the right to deny Landlord's request if such request interferes with previously scheduled Tenant educational activities within the Premises.

Tenant Access – Upon written approval from Executive Director of Harris County Juvenile Probation Department, Tenant shall have the right to access additional spaces within the Building for the purposes of carrying out the mission of Tenant, and for no other purpose. Tenant's written requests shall be provided with at least 48 hours of notice prior to the requested time and shall include a description of the area to be utilized in addition to the time and date it shall be utilized.

XI.

All fixtures and personal property placed in and on the Premises by Tenant shall be removed by Tenant at the expiration of the Lease Agreement, even though the same may be attached to the Premises. Tenant shall repair damages to the Premises caused by the removal of fixtures or personal property. Tenant shall repair damages to the Premises caused by Tenant's employees, guests, and invitees and shall, upon expiration or termination of this Lease, deliver possession of the Premises to Landlord in the same condition as when received, excepting ordinary wear and tear, casualty damage, and repairs required of Landlord.

In the event real property taxes are assessed against Landlord's property as a result of Tenant's use or occupancy of the Premises, Tenant shall pay the taxes prior to delinquency. Tenant shall pay prior to

delinquency all taxes assessed against the fixtures, furnishings, and other personal property of Tenant located on the leased Premises.

XII.

Landlord shall pay for and provide electricity and water services to the Premises. Landlord shall maintain and keep the Premises in a clean and suitable condition in a manner and following procedure similar to other like properties and facilities under the Harris County's control. Landlord shall provide pest control for the Premises following procedures similar to other like properties and facilities under Harris County's control.

XIII.

Tenant admits it has inspected the Premises and Tenant's decision to rent the Premises is based solely on such inspection and not on any representation either expressed or implied, made by Harris County or Harris County's agent, with respect to this Premises. Tenant agrees to accept the Premises "as is" and "where is" with all faults.

XIV.

At the expiration of the lease term, Tenant shall thoroughly clean the Premises, return the keys to Landlord, and peaceably quit and surrender the Premises in as good a state and condition as they were in at the beginning of the term, reasonable use and wear thereof and damages by the elements, excepted.

XV.

In the event the Premises is damaged by fire or other casualty without fault of Tenant, either Landlord or Tenant may terminate this Lease by notifying the other. Any proceeds, payment or damages, settlements, awards or other sums paid because of a casualty loss to the Premises shall be the sole property of Landlord with the exception of insurance proceeds related to Tenant's personal property or fixtures which shall be the sole property of the Tenant. For purposes of this Lease, any condemnation of all or a part of the Premises is a casualty loss.

Tenant is advised that Landlord carries no insurance on Tenant's personal property or fixtures.

XVI.

If Tenant defaults in the performance of any covenant or condition of this Lease, other than the covenant to pay rent, and if such default continues for thirty (30) days after notice in writing by Landlord to Tenant, or if Tenant defaults in the payment when due of any rent called for in the Lease and such default continues for ten (10) days with no notice being required, or if Tenant's right to do business (in whole or in part) is terminated or suspended by any governmental body, agency or commission, or if the interest of Tenant in the leased Premises shall become subject to any involuntary lien, or if Tenant is no longer conducting educational activities related to Tenant's mission as outlined in this lease, Landlord shall have the following rights and remedies in addition to any other rights and remedies provided by law;

- A) The right to immediately terminate this Lease without prejudice to Landlord's right to recover from Tenant rents and obligations due up to the time of such Termination;
- B) The right to re-let the leased Premises and Landlord-provided furnishings;

C) The right to recover from Tenant for any damages suffered by Landlord as a result of Tenant's default;

D) The right, but not the obligation, to cure any default of Tenant which has remained uncured for ten (10) days after notice.

Tenant shall reimburse Landlord for reasonable cost incurred by Landlord in curing Tenant's default. Tenant shall not take any action or recourse against Landlord for any default in the performance of Landlord written notice setting out in detail the type and nature of the default or reach, and the failure of Landlord to cure such default or breach within the thirty (30) day period.

XVII.

Tenant shall not assign or sublease this Lease without Landlord's prior written consent.

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In the event the improvements as outlined in Section IV of this Lease have not commenced construction prior to December 31, 2022, either Party may terminate this lease by providing the other Party sixty (60) days written notice of termination.

XIX.

All notices, communications permitted or required to be given under this Lease are to be mailed, certified mail, return receipt requested, US Mail, to the following addresses:

For County: Harris County

Harris County Administration Building

ATTN: Harris County Judge

1001 Preston, 9th Floor

Houston, Texas 77002

With a copy to:

Harris County

Facilities and Property Maintenance

Attn: Leasing Manager

1310 Prairie Street, Suite 1330

Houston, Texas 77002

Email: Sean.Durkin@fpm.hctx.net

For Tenant:

WorkTexas Training Center

Attn: Mike Feinberg

3900 Essex Lane, Suite 1200

Houston, TX 77027

Email: mfeinberg@worktexas.org

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications are deemed given and complete upon deposit in the United States Mail.

XX.

The Lease shall be governed by the law of the State of Texas and venue for any cause of action arising out of this lease shall be in Houston, Harris County, Texas. The exclusive forum for any cause of action if claim arising out of this Lease shall be a state or federal court of competent jurisdiction in Texas.

XXI.

This Lease contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any modification concerning the Lease has no force and effect unless made in writing and executed by both parties.

XXII.

The Lease Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute this Lease Agreement.

WORKTEXAS TRAINING CENTER

By: 

Name: Michael Feinberg

Title: Co-Founder

Date: November 4, 2021

HARRIS COUNTY

By: _____

LINA HIDALGO

COUNTY JUDGE


Date: _____

Signature Page continues next page

APPROVED AS TO FORM:

CHRISTIAN MENEFEE

COUNTY ATTORNEY

By: 

Kevin E. Mason

Assistant County Attorney

CAO File No.: 21RPD0207

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Harris County

Facilities and Property Maintenance

Attn: Leasing Manager

1310 Prairie Street, Suite 1330

Houston, Texas 77002

Email: Sean.Durkin@fpm.hctx.net

For Tenant:

WorkTexas Training Center

Attn: Mike Feinberg

3900 Essex Lane, Suite 1200

Houston, TX 77027

Email: mfeinberg@worktexas.org

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WORKTEXAS TRAINING CENTER

By: 

Name: Michael Feinberg

Title: Co-Founder

Date: November 4, 2021

HARRIS COUNTY

By: _____

LINA HIDALGO

COUNTY JUDGE

Date: _____

Signature Page continues next page

APPROVED AS TO FORM:

CHRISTIAN MENEFEE

COUNTY ATTORNEY

By: 

DocuSigned by:

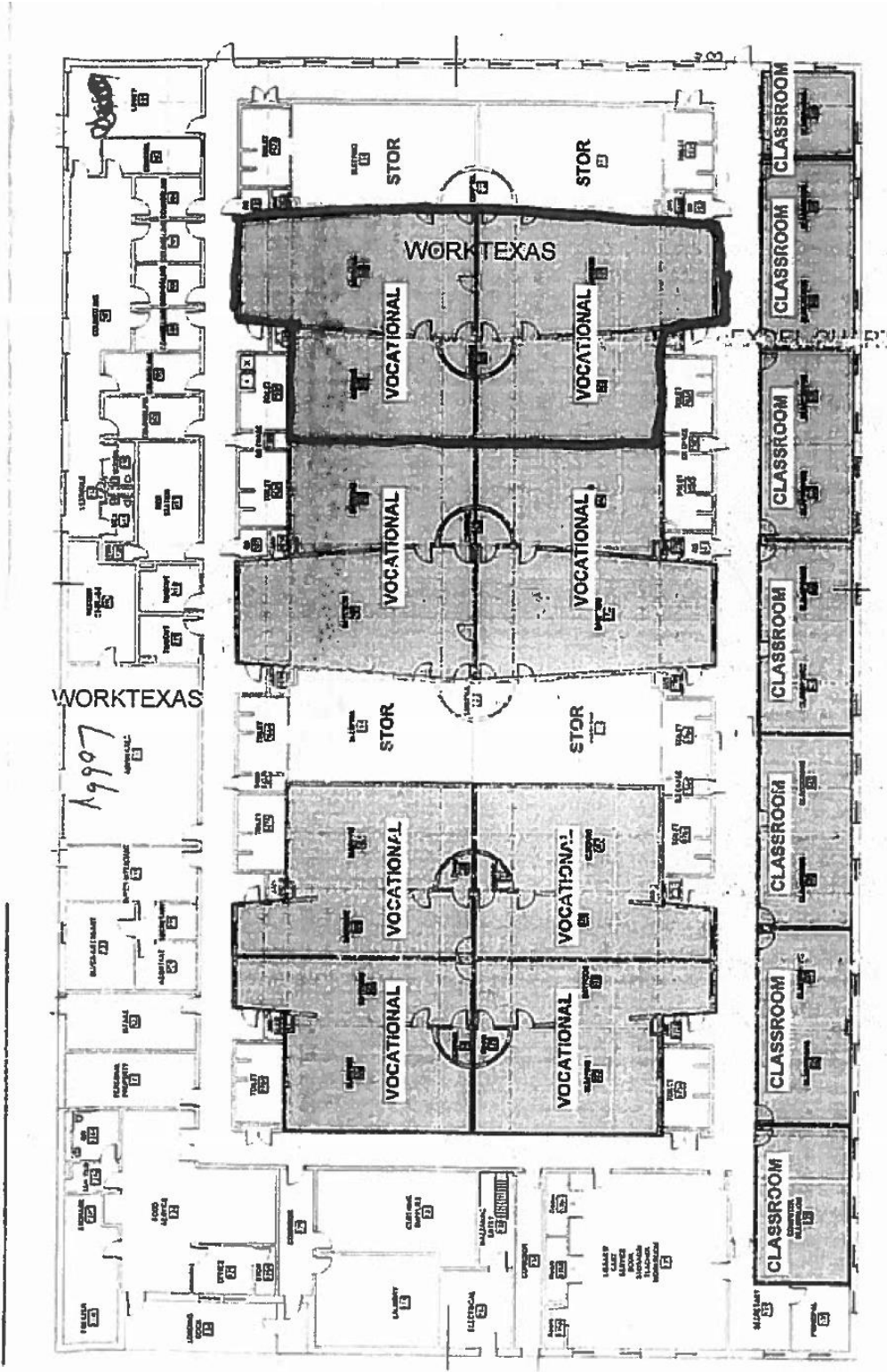
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Kevin E. Mason

Assistant County Attorney

CAO File No.: 21RPD0207

EXHIBIT A



ORDER OF COMMISSIONERS COURT
Authorizing execution of a lease

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on the ____ day of _____, 2021 with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF THE LEASE AGREEMENT BETWEEN HARRIS
COUNTY AND WORKTEXAS TRAINING CENTER**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

Recitals:

Harris County is the owner of the property located at 6500 Chimney Rock, Houston, Texas, in Harris County, Texas; portions of which complex are currently being used to house the Education Transition Center and the Burnett-Bayland Rehabilitation Center.

WorkTexas Training Center ("Tenant") is a 501(c)(3) organization is a Houston based non-profit that provides a public vocational high school as well as an adult trade school.

Tenant desires to lease space at 6500 Chimney Rock. The Harris County Commissioners Court finds that a public purpose will be served through this Lease because Tenant operates a program that is of benefit to the youth served by the Harris County Juvenile Probation Department. Tenant's mission is to prepare high school students and adults with the skills and virtues they need to enter the workforce ready to contribute to employer's businesses as well as advance in that field or another field of their choice.

The Parties desire a lease for a 10 year term.

IT IS ORDERED that:

1. The recitals set forth in this Order are true and correct.
2. The Harris County Commissioners Court authorizes the Lease between Harris County and WorkTexas Training Center.
3. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.