

AGENDA ITEM # 22

August 19, 1997

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Consider approving name change on lease agreement for Crisis Center.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve name change on lease agreement for Crisis Center to Bluebonnet Trails Community Mental Health and Mental Retardation Center.

Vote: Motion carried 3 - 0

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## SUB-LEASE AGREEMENT

Date: August 8, 1997Landlord: John C. Doepler, County Judge

Landlord's Mailing Address:

Williamson County Commissioner's  
Court - County of WilliamsonTenant: BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL  
RETARDATION CENTER

Tenant's Mailing Address:

BLUEBONNET TRAILS COMMUNITY MENTAL HEALTH AND MENTAL  
RETARDATION CENTER  
15800 N. RM 620  
AUSTIN, TEXAS 78717  
WILLIAMSON COUNTY

Premises:

Street Address: 212 Commerce Cove  
Round Rock, TX 78664

Base Rent (monthly):	September 1, 1997 - January 31, 1998	\$3,697.20 *
	February 1, 1998 - January 31, 1999	\$3,844.80 *
	February 1, 1999 - January 31, 2000	\$3,998.70 *
	February 1, 2000 - January 31, 2001	\$4,158.90 *

\* This rent represents 90% of the rent amount of the assigned lease. Williamson County is assuming the remaining 10% of the rental cost, in accordance with Article 6, 601b, Section 115.34d(3).

Term (months): Forty-One (41) monthsCommencement Date: September 1, 1997Termination Date: January 31, 2001

Use: Mental Health Clinic/Offices

"Rent" means base rent plus any other sums of money due Landlord by Tenant.

"Landlord" means Landlord and its agents, employees, invitees, licensees, or visitors.

"Tenant" means Tenant and its agents, employees, invitees, licensees, or visitors.

"Essential Services" means heating, ventilating, air conditioning, water, and utility connections reasonably necessary for occupancy of the premises for the use stated above.

#### LEASE CLAUSES AND COVENANTS

##### A. Tenant agrees to--

1. Lease the premises for the entire term beginning on the commencement date and ending on the termination date.
2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the premises, including the rules and regulations of the building adopted by Landlord.
3. Pay monthly, in advance, on the first day of the month, the base rent to Landlord at Landlord's address.
4. Pay, as additional rent, all other sums due under this lease.
5. Pay for all utility services used by Tenant and not provided by Landlord.
6. Pay Tenant's pro rata share of any utility services provided by Landlord.
7. Allow Landlord to enter the premises to perform Landlord's obligations, inspect the premises, and show the premises to prospective purchasers or tenants.
8. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, normal wear excepted.
9. Repair any damage to the premises caused by Tenant.
10. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
11. Maintain public liability insurance for the premises and the conduct of Tenant's business.

12. Vacate the premises on termination of this lease.

**B. Tenant agrees not to--**

1. Use the premises for any purpose other than that stated in the basic lease terms and definitions.

2. (a) Create a nuisance, (b) interfere with any other tenant's normal business operations or Landlord's management of the building, (c) permit any waste, or (d) use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.

3. Change Landlord's lock system.

4. Alter the premises.

5. Allow a lien to be placed on the premises.

6. Assign this lease or sublease any portion of the premises without Landlord's written consent.

**C. Landlord agrees to--**

1. Lease to Tenant the premises for the entire term beginning on the commencement date and ending on the termination date.

2. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the building.

3. Provide normal utility service connections to the building.

4. Repair, replace, and maintain the (a) roof, (b) foundation, (c) parking and common areas, (d) structural soundness of the exterior walls, doors, corridors, windows, and (e) other structures or equipment serving the premises.

5. Insure the building against all risks of direct physical loss in an amount equal to at least 90 percent of the full replacement cost of the building as of the date of the loss and liability; Tenant will have no claim to any proceeds of Landlord's insurance policy.

**D. Landlord agrees not to--**

1. Interfere with Tenant's possession of the premises as long as Tenant is not in default.
2. Unreasonably withhold consent to a proposed assignment or sublease.

**E. Landlord and Tenant agree to the following:**

1. **Alterations.** Any physical additions or improvements to the premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at termination of this lease and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the premises to the condition existing at the commencement date, normal wear excepted.
2. **Release of Claims/Subrogation.** Landlord and Tenant release each other from any claim, by subrogation or otherwise, for any damage to the premises, the building, or personal property within the building, by reason of fire or the elements, regardless of cause, including negligence of Landlord or Tenant. This release applies only to the extent that it is permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.
3. **Notice to Insurance Companies.** Landlord and Tenant will notify the issuing insurance companies of the release set forth in the preceding paragraph and will have the insurance policies endorsed, if necessary, to prevent invalidation of the insurance coverage.
4. **Casualty/Total or Partial Destruction.** (a) If the premises are damaged by casualty and can be restored within ninety days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty. If Landlord fails to complete restoration within ninety days from the date of written notification by Tenant to Landlord of the casualty, Tenant may terminate his lease by written notice to Landlord. (b) If the premises cannot be restored within ninety days, Tenant shall have the option to terminate this lease. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore and give Tenant an option to terminate this lease by notifying Landlord within ten days. If Tenant does not terminate this lease, it shall continue and Landlord shall restore the premises as soon as possible. (c) To the extent the premises are untenable after the casualty and the

damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.

5. **Condemnation/Substantial or Partial Taking.** (a) If the premises cannot be used for the purposes contemplated by this lease because of condemnation or purchase in lieu of condemnation, this lease will terminate. (b) If there is a condemnation or purchase in lieu of condemnation and this lease is not terminated, Landlord will, at Landlord's expense, restore the premises, and the rent payable during the unexpired portion of the term will be adjusted as may be fair and reasonable. (c) Tenant will have no claim to the condemnation award or proceeds in lieu of condemnation.

6. **Default by Landlord/Events.** Defaults by Landlord are (a) failing to comply with any provision of this lease within thirty days after written notice or (b) failing to provide essential services to Tenant within ten days after written notice.

7. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default are to (a) sue for damages, and (b) if Landlord does not provide an essential service for twenty days after default, terminate this lease.

8. **Default by Tenant/Events.** Defaults by Tenant are (a) failing to pay timely rent, (b) abandoning or vacating a substantial portion of the premises, or (c) failing to comply within thirty days after written notice with any provision of this lease other than the defaults set forth in (a) and (b) above.

9. **Default by Tenant/Landlord's Remedies.** Landlord's remedies for Tenant's default are to (a) relet the premises on behalf of Tenant and receive the rent directly by reason of the reletting; (b) enter the premises and perform Tenant's obligations; or (c) terminate this lease by written notice. Because of the nature of Tenant's use of the premises, Landlord may **not** enter and take possession of the premises by self-help, by picking or changing locks if necessary, or lock out Tenant or any other person who may be occupying the premises.

10. **Default/Waiver/Mitigation.** It is not a waiver of default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.

11. **Holdover.** If Tenant does not vacate the premises following termination of this lease, Tenant shall be a tenant at will and shall vacate the premises on receipt of thirty days notice from Landlord. No holding over by Tenant, whether with or without the consent of Landlord, will extend the term.

12. **Alternative Dispute Resolution.** Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages.

13. **Attorney's Fees.** If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.

14. **Venue.** Venue is in the county in which the premises are located.

15. **Entire Agreement.** This lease, together with the attached exhibits and riders, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits and riders not incorporated in writing in this lease.

16. **Amendment of Lease.** This lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. **Limitation of Warranties.** There are no implied warranties of merchantability, of fitness for a particular purpose, or of any other kind arising out of this lease, and there are no warranties that extend beyond those expressly stated in this lease.

18. **Notices.** Any notice required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.

19. **Abandoned Property.** Landlord may retain, destroy, or dispose of any property left on the premises at the end of the term.

Landlord and Tenant agree to the following:

- a. During the additional term the lease shall continue as written.
- b. The option to extend for the additional term shall be exercised by a written notice delivered to Landlord ninety days before the termination date.

LANDLORD

By: John C. Deylla 8-19-97  
Printed Name: John C. Deylla  
Title: County Judge

TENANT

BLUEBONNET TRAILS COMMUNITY MENTAL  
HEALTH AND MENTAL RETARDATION CENTER

By: [Signature]  
Printed Name: Shirley Ann  
Title: CEO

AGENDA ITEM # 23

August 19, 1997

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Consider selecting person to serve on Salary Grievance Committee.

Moved: Judge Doerfler

Seconded: Commissioner Boatright

Motion: To approve notifying Pansy Borders Fritsche to serve on the Salary Grievance Committee and note drawing of Gregory Don Homeyer to serve on the Salary Grievance Committee upon decline of Pansy Borders Fritsche.

Vote: Motion carried 3 - 0

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