

STATE OF TEXAS
COUNTY OF TARRANT

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JUVENILE SERVICES CONTRACT
FOR SERVICES FOR LEASE OF SPACE
WITH LENA POPE HOME

BACKGROUND

This contract for services is between Tarrant County, Texas ("LESSEE") and Lena Pope Home, hereinafter referred to as ("LESSOR"), for the provision of leased spacing to house the Juvenile Justice Alternative Education Program, hereinafter referred to as ("JJAEP"). The Commissioners Court finds that this Lease Agreement serves a public purpose for Tarrant County Juvenile Services (also referred to as "TCJS") to execute its mandated responsibility to operate the JJAEP in Tarrant County, Texas.

LEASE CONTRACT FOR SERVICES

I.

GRANT AND TERM:

Section 1.01. GRANT. LESSOR does by these presents lease and demise unto LESSEE, and LESSEE rents from LESSOR, approximately 15,691 square feet of space located on the main campus of Lena Pope Home at 3131 Sanguinet Street, in the City of Fort Worth, Tarrant County, Texas, 76107, for the purpose of providing space for the operation of the JJAEP.

Section 1.02. TERM OF LEASE. LESSEE shall have and hold the leased premises pursuant to the terms of this Lease Agreement for a term of five (5) years commencing September 1, 2024, through August 31, 2029. If agreed to by both parties, this contract for services may be extended for additional time should it be required. If during the term of this lease, the funds to continue the JJAEP become unavailable to LESSEE for any reason, LESSEE may terminate this Lease Agreement. Nothing in this section shall be construed to require LESSEE or LESSOR to renew this Lease Agreement.

Section 1.03. CONDITIONS OF LEASED PREMISES. LESSEE acknowledges (i) it has examined the leased premises and accepts such premises in their current condition and (ii) that LESSOR shall have no obligations with respect to improving or refinishing the leased premises.

II.

RENT DURING THE TERM:

Section 2.01. RENT DURING THE TERM.

It is anticipated that LESSEE will utilize the facility five (5) days per week. All payments due under this Lease Agreement are payable to LESSOR at 3200 Sanguinet St., Fort Worth, Texas, 76107.

Annual rent to be paid by the LESSEE payable in 12 equal monthly installments by the first of each month.

September 1, 2024 to August 31, 2025	\$20,005.85 monthly x 12 months = \$240,070.20 annual rent
September 1, 2025 to August 31, 2026	\$20,405.97 monthly x 12 months = \$244,871.64
September 1, 2026 to August 31, 2027	\$20,814.09 monthly x 12 months = \$249,769.08
September 1, 2027 to August 31, 2028	\$21,230.37 monthly x 12 months = \$254,764.44
September 1, 2028 to August 31, 2029	\$21,654.98 monthly x 12 months = \$259,859.76

LESSOR may bill up to \$2,000 annually for repairs or capital improvements that are mutually agreed upon by both parties.

III.
SERVICES FURNISHED BY LESSOR:

Section 3.01. UTILITIES. LESSOR shall make available during appropriate time of the year heat and/or air conditioning and electricity as required for lighting of the premises; provided, however, that the electricity service furnished by LESSOR shall be used only for normal business machines and equipment in office space and shall not include any unusual use.

Section 3.02. COMMON AREAS. LESSOR shall provide such common areas as are necessary for the proper enjoyment of the demised premises, including hallways, lobbies, and entrance ways, all of such common areas to be properly maintained, cleaned, and lighted at the expense of LESSOR.

IV.
USAGE OF THE PREMISES:

Section 4.01. USE OF DEMISED PREMISES. Demised premises shall be used only for the purpose of operation of the JJAEP and any associated programs.

Section 4.02. CARE OF PREMISES. LESSEE shall not permit, nor shall it permit any of its officers, agents, servants, employees, invitees, guests, or parolees, to do anything which may adversely affect or damage the leased or adjoining premises, or which may create a nuisance or be or become a menace to LESSOR or the other tenants. At the expiration or other termination of the lease, LESSEE shall deliver possession of the premises to LESSOR immediately in the same order and condition as they were at the commencement of the lease. LESSEE shall repair, at its own cost, any damage caused by LESSEE'S negligence or default hereunder, or negligence of LESSEE'S officers, agents, servants, employees, invitees, guests or parolees.

The LESSOR agrees to make improvements to the current facility, to include updating the male and female restrooms throughout the building (with the exception of the staff facility downstairs) and the cafeteria facility, with motion sensing toilet, sink and hand drying fixtures. In addition, the LESSOR will place a magnetic entry lock on the cafeteria facility.

Section 4.03. LIABILITY FOR PREMISES. LESSEE shall be fully responsible for the conduct of itself, and its officers, agents, employees, guests, invitees, and probationers, and to ensure that no activity is permitted on the demised premises which results in disturbance or interference with the occupants of other units in the building of which the demised premises are a part.

V.
REPAIRS AND ALTERATIONS:

Section 5.01. REPAIRS BY LESSOR. LESSOR shall keep in good repair the outer walls of the leased premises and repair any structural damage to the building of which the demised premises are a part. LESSOR shall also maintain and keep in good operating condition the air conditioning and heating system serving the demised premises. LESSEE is responsible for all other repairs and maintenance.

Section 5.02. COMPUTER CABLING. LESSOR understands and agrees that LESSEE may run computer cables within the walls of the premises and the LESSOR agrees that, if properly installed, said cabling will not damage LESSOR'S property rights.

VI.
INSURANCE AND INDEMNITY:

Section 6.01. PUBLIC LIABILITY INSURANCE. LESSEE is self-insured to the full extent of its liability under the Lease Agreement.

VII.
ASSIGNMENT AND SUBLETTING:

Section 7.01. ASSIGNMENT AND SUBLETTING. LESSEE shall have no right to assign or sublet the premises without the prior written consent of LESSOR.

VIII.
DESTRUCTION OF LEASED PREMISES:

Section 8.01. DAMAGE TO BUILDING. In the event that the building of which the leased premises are a part is damaged to the extent that a substantial part of the building is rendered unfit for occupancy, LESSOR shall have the option to terminate the Lease Agreement by giving written notice within thirty (30) days of the damage. In the event LESSOR elects to reconstruct the premises, the monthly rental shall be abated during the term of such repairs, and thereupon this Lease Agreement shall remain in full force and effect for the remainder of the term.

IX
DEFAULT:

Section 9.01. DEFAULT BY LESSEE. In the event the LESSEE shall commit any of the following acts:

- (a) Fails to pay any installment of rent within thirty (30) days after it is due, or fails to perform, or commence in good faith and proceed with reasonable diligence to perform, any of its covenants under this Lease after notice; or
- (b) Is adjudicated bankrupt; or
- (c) Has a receiver in equity appointed for all, or substantially all, of its assets, and such appointment is not vacated within thirty (30) days; or
- (d) Files a voluntary petition for reorganization or arrangement; or
- (e) Files a voluntary petition in bankruptcy; or
- (f) Files an answer admitting bankruptcy or agreeing to reorganization or arrangement; or
- (g) Makes an assignment for the benefit of creditors; or
- (h) Permits its leasehold interest hereunder to be sold pursuant to execution;

Then, and in that event, LESSOR may terminate this Lease and re-enter the demised premises with or without process of law.

Section 9.02. WAIVER OF BREACH. The waiver by LESSOR or LESSEE of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

X.
INSPECTION OF PREMISES:

Section 10.01. LESSOR'S RIGHT TO INSPECT. LESSOR and its agents shall have the right upon notice to enter the demised premises at all reasonable times to examine same and to make such repairs and alterations, improvements, or additions as the LESSOR may deem necessary or desirable.

XI.
QUIET ENJOYMENT:

Section 11.1. LESSOR'S COVENANT OF QUIET ENJOYMENT. LESSOR covenants that upon payment of the daily usage fee by LESSEE and compliance with the terms, covenants, and conditions of this Lease, it may peaceably and quietly have, hold, and enjoy the demised premises for the term hereof without hindrance or interruption by LESSOR or by any other person or persons.

XII.
MISCELLANEOUS:

Section 12.01. FORCE MAJEURE. In the event either LESSOR or LESSEE shall be delayed or hindered in, or prevented from, the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war, or other reasons of like nature, where such delay, hindrance, or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay. The provisions of this section shall not apply, however, to any payment of rent, and it is understood that the provisions regarding the abatement of rent in the event of damage to the premises shall prevail over anything in this section.

Section 12.02. ENTIRE CONTRACT FOR SERVICES. This Lease Agreement constitutes the entire contract between the parties, and all prior negotiations are merged into this Lease Agreement. Any amendment, change, or addition to this Lease Agreement shall be made only in writing and signed by both parties.

Section 12.03. SUCCESSORS IN INTEREST. The terms and conditions of this Lease Agreement shall be binding upon the parties and their respective successors and assigns.

Section 12.04. RULES AND REGULATIONS. The use of the premises by LESSEE, including access by LESSEE'S contractors, shall be subject to the rules and regulations as established by LESSOR from time to time.

Section 12.05. HEADINGS. The article and section headings in this Lease Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, amplify, or add to the interpretation, construction, or meaning of this Lease Agreement.

Section 12.06. AUDIT AUTHORITY. LESSEE understands that acceptance of funds under this Lease Contract for Services 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. LESSOR 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. LESSOR will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through LESSEE and the requirement to cooperate is included in any subcontract it awards.

Section 12.07. The LESSOR will pay all taxes, if any, required by law arising by virtue of the services performed hereunder. The LESSEE is qualified for sales tax exemption pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act.

Section 12.08. The LESSOR is hereby notified that state funds may be used in whole or in part to pay for services provided under terms of this Lease Agreement and are subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature. The LESSOR shall account separately for the receipt and expenditure of any and all these funds received from LESSEE sufficient to create an easily analyzed audit trail. In the event of an investigation by an investigation by the Texas Juvenile Justice Department, hereinafter referred to as TJJD, LESSOR shall submit to the LESSEE upon request a financial audit prepared by an independent certified public accountant for all services provider pursuant to this Lease Agreement

Section 12.09. Under Section 231.006, Texas Family Code, the LESSOR certifies that the individual or business entity named in this Lease Agreement is not ineligible to receive the specified payment and acknowledges that this Lease Agreement may be terminated, and payment may be withheld if this certificate is inaccurate. (*Attachment "A" - Family Code 231.006*)

Section 12.10. The LESSEE is responsible for bi-annual programmatic and financial monitoring of the LESSOR to ensure performance of and compliance with all terms and conditions of this Lease Agreement. LESSOR agrees to provide information reasonably required allowing LESSEE to meet this responsibility, to be used in completion of the *Private Service Provider Contractual Monitoring and Evaluation Report/Non-Residential Services - (Attachment "B")*, if appropriate. Lack of monitoring by LESSEE will not relieve LESSOR of its duty to continue to perform.

Section 12.11. The LESSOR currently meets and shall comply with all applicable state and federal laws and licensing and/or certification requirements pertinent to the LESSOR'S provision of services under this Lease Agreement and must notify COUNTY within 24 hours of any future failure to meet licensing requirements. Failure to comply with this requirement will be treated as a default.

Section 12.12. LESSOR agrees to comply with all applicable laws, regulations and conditions required of TJJD, for juvenile boards, juvenile probation departments and their subcontractors.

Section 12.13. The LESSOR shall retain all applicable records for a minimum of three years or until any pending audits and all questions arising therefrom have been resolved.

Section 12.14. This Lease Agreement may be terminated by either party by providing written notice to the other party at least ninety (90) days prior to the intended date of termination. Any notice or other writing required by this Lease Agreement shall be deemed given when personally delivered or mailed by certified or registered United States mail, postage prepaid, addressed as follows:

LESSEE
Judge Tim O'Hare
County Judge, Tarrant County
100 E. Weatherford St.
Fort Worth, Texas 76196

LESSOR
Ashley Elgin, Chief Executive Officer
Lena Pope Home, Inc.
3200 Sanguinet
Fort Worth, Texas 76107

Section 12.15. LESSEE may terminate this Lease Agreement within ten (10) days of receipt of written notice for LESSOR'S failure to comply with all terms and conditions set forth in this Lease Agreement. Notice of termination shall be deemed given to LESSOR when personally delivered or mailed certified or registered United States Mail, postage prepaid at the address listed above in Title Section 12.14.

Section 12.16. LIQUIDATED DAMAGES

In the event that this Lease Agreement is terminated for cause by LESSEE, LESSOR agrees to pay LESSEE all increased costs associated with providing comparable replacement services that LESSOR failed to perform for a period not to exceed the expiration of this Lease Agreement term. LESSOR also agrees to reimburse LESSEE for any monies paid for services not rendered by LESSOR prior to the effective date of termination of this Lease Agreement.

Section 12.17. DISCLOSURE OF INTERESTED PARTIES

Lena Pope Home, Inc. acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties in Form 1295, and has acknowledged the completeness of this disclosure by filing the Form 1295, certified to as shown in Attachment "C", with the Texas Ethics Commission as required by law.

Section 12.18. COMPLIANCE WITH LAW

LESSOR must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. LESSOR shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

THIS LEASE CONTRACT FOR SERVICES is executed in several counterparts, each of which shall be deemed an original,

this _____ day of _____, 2024.

COUNTY OF TARRANT STATE OF TEXAS

Lena Pope Home, Inc.

Tim O'Hare Date
County Judge

Ashley Elgin Ph.D. 8/8/24
Chief Executive Officer Date
3200 Sanguinet St. Fort Worth, TX 76107

Bennie Medlin 8/12/24
Director of Juvenile Services Date
2701 Kimbo Rd. Fort Worth, TX 76111

APPROVED AS TO FORM:

Criminal District Attorney's Office *

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

CERTIFICATION OF FUNDS IN THE AMOUNT OF \$ _____

Auditor Date: _____