

CONTRACT OF SUB- LEASE

THE STATE OF TEXAS COUNTY OF TOM GREEN

This Contract of Sub-Lease made by and between the Concho Valley Workforce Development Board, a 503(c) organization of the State of Texas, hereinafter called Lessor, and Tom Green County, a political subdivision of the State of Texas, hereinafter called Lessee, WITNESSETH:

I.

Upon the terms and for the rental hereinafter set forth, Lessor has demised, leased and let, and by these presents does demise, lease and let unto Lessee, beginning on the 1st day of March 2015 and terminating upon agreement of both parties those certain premises located at 202 Henry O. Flipper, City of San Angelo, Tom Green County, Texas, more fully described as follows:

Being office space known as Room 147, 148, 153 and 2 cubicles consisting of 642 square feet, more or less, and being a portion of an office building situated on a tract of land out of Fort Concho, to the City of San Angelo, Tom Green County, Texas, and located at the above street address.

II.

As rental, Lessee binds and obligates itself to pay to Lessor at San Angelo, Tom Green County, Texas, a monthly lease payment of \$1600 per month, with each said monthly installment of rent to be made on or before the first day of each calendar month throughout the term of this lease. It is further understood that there will be an automatic increase in the monthly lease payment of .86% which will be assessed September 1 of each year. It is particularly understood and agreed that in the event Lessee shall be in default in the payment of the rentals provided for herein or in the performance of any of its covenants and obligations hereunder, then

Lessor may, at its option, without process and without being deemed guilty of trespass, take possession of the leased premises and release the same for the balance of the term hereof, or terminate this lease entirely, but in no event shall Lessee be released or relieved from liability for the payment to Lessor at San Angelo, Tom Green County, Texas, of all damages suffered by Lessor by reason of Lessee's default, including a reasonable attorney's fee in the event it shall become necessary for Lessor to employ an attorney to enforce Lessee's obligations hereunder.

III.

Lessee, in the use of the leased premises, shall comply with all local, state, and federal rules and regulations and laws, and no assignment of this lease, whether voluntary or involuntary, shall be valid without the written consent of Lessor.

IV.

The premises hereby leased are for the use by Lessee as office space. In the event the leased premises, during the term of this lease, be destroyed or damaged by fire or inevitable accident so that the same are thereby rendered unfit for use as office space, then and in such case, the rentals hereinbefore reserved shall be suspended or abated until Lessor shall put the leased premises back in proper condition for such use. In the event of such destruction or damage, Lessor or Lessee may, at its option, terminate this lease. If the leased premises are not destroyed or damaged so that the same are thereby rendered unfit for use as office space, then a just and proportionate part of the rentals, according to the nature and extent of the injuries sustained, shall be suspended or abated until Lessor shall restore the leased premises, and if Lessor has not so restored the leased premises within 90 days of such destruction or damage, then Lessee may, at its option, terminate said lease.

V.

It is agreed that all alterations, additions, fixtures, and improvements, permanent in nature, shall become the property of Lessor upon the termination of this lease.

VI.

Lessor shall procure and carry such fire and casualty insurance upon the leased premises hereby leased as he sees fit. Lessee accepts such leased premises as suitable for the purposes for which same are leased and accepts the building and each and every appurtenance of the leased premises and waives defects therein and thereon.

VII.

During the term of this lease, Lessor shall maintain the exterior walls, roof, hallways and restrooms of the office building in good repair at its own expense. Upon the expiration of the term of this lease, Lessee shall return said leased premises to Lessor in as good a condition as when received, natural wear and tear, and damage by fire and acts of God excepted. Within a reasonable time from the expiration of said lease, it is agreed that Lessee may remove all of its personal property from the leased premises, provided that it shall not then be in default in the performance of any of the covenants and conditions contained herein, including the payment of rentals, and provided further, that no such property shall be removed if such removal would structurally injure the leased premises. Notwithstanding anything herein to the contrary, all damages caused to said leased premises by the removal of personal property belonging to Lessee shall be repaired by Lessee or it shall be responsible to Lessor in San Angelo, Tom Green County, Texas, in monetary damages for the reasonable cost of repair of such damage.

VIII.

Lessee shall not make any alterations, improvements or additions in or to the leased premises without first obtaining the prior written consent of Lessor, and any improvements made by Lessee shall become the property of the Lessor on the termination hereof.

IX.

Lessor agrees to furnish standard utilities including water, gas and electricity heating and refrigerated air conditioning, during such periods and hours, in amounts and in a manner reasonable necessary and customary for the operation of office quarters. Further, Lessor agrees to furnish Lessee janitorial service, and agreed that the utilities required to be furnished by Lessor shall be sufficient to operate standard lighting fixtures and minor electrical appliances and equipment, but Lessor shall not be required to furnish utilities for the operation of equipment and machines requiring special circuits, special voltage, special ventilation and cooling or abnormal amounts of current. Lessor shall not be liable for any failure, stoppage or interruption of any such utility not the fault or negligence of Lessor. Lessee also agrees to pay an additional fee of \$340 for value added services as identifies in Exhibit A. It is further understood that if cost of lessor's telephone or copier service contracts increase there will be an equivalent percentage increase in the monthly costs for lessee's telephone or copier services.

X.

Lessor or agents and employees of Lessor may at reasonable times enter into and upon the leased premises to examine the condition thereof.

XI.

Notwithstanding anything herein to the contrary, in the event Lessor should sell or exchange the leased premises during the term heretofore any renewal or extension thereof, Lessor may terminate this lease by giving ninety (90) days written notice of the election of Lessor to terminate same.

XII.

No assignment or additional subletting of this lease shall ever be valid without the prior written consent of Lessor.

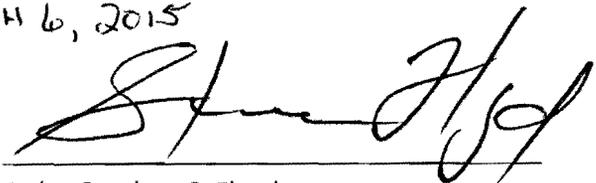
XIII.

This lease is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. Lessee shall save and hold Lessor, its officers, directors, employees, agents, contractors and subcontractors harmless for any and all injuries, damages, claims, costs and expenses arising out of the Lessee's operations or caused by the Lessee's officers, directors, employees, agents, contractors, or subcontractors, and arising out of the premises occupied by the Lessee and not attributable to the sole negligence of Lessor

EXECUTED IN DUPLICATE ORIGINALS this (date) MARCH 6, 2015



Executive Director
Concho Valley Workforce Development Board



Judge Stephen C. Floyd
Tom Green County Judge

**TGC Veteran Services – Workforce Development Board
Relocation plan Exhibit A**

Initial Total Monthly Lease cost: \$1940

Cost	Description
	1 March – 1 September 2015: Initial Lease period Follow-on leases are 1 October to 30 September to mirror TGC fiscal Year
Invoicing	WDB will provide an invoice as required by TGC
1st of each Month	Veteran Service Rent due 10 working day grace period
	Move-in date: 27 February – 3 March
\$1600	Rent per month, March 1 through 30 August Starting 1 September 2015 – 2016: \$1616.74 per month City lease price increase, .86% (\$1,600 x .86%) = \$13.74 Price increase occurs each year on 1 September
	Total Space Leased: 642 sq ft Room 147: 155 sq ft Room 148: 116 sq ft 2 Cubicles: 128 sq ft Conference/Office Room 153: 167 sq ft Dedicated Storage Area: 76 sq ft
	Access: Veteran Services will have access to workforce services and facilities Receptionist support provided Based on availability, other multi-use rooms/larger conference rooms and private computer lab can be used
\$90	Estimated monthly costs for 2 telephone lines and 1 fax line (Free long distance); if telephone line costs increase, TGC will pay the increase TGC will coordinate phone transfer for ~28 Feb
	IT: TGC will supply 3 new computers and 2-3 personal multi-function personal copiers compatible with WDB systems TGC provides remote access to County email. Veteran Services County Employees will use TGC website to clock in clock out. WDB will handle IT set-up in coordination with TGC WDB will assume all IT duties, including regular back-up, system maintenance and computer refresh after Veteran Services established in building Veteran Services will have access to all appropriate programs
	Office furniture supplied by TGC; transferred to WDB WDB will handle furniture refresh (Veteran Services and WDB will determine if additional stored furniture is available for use)
	Mail box provided by WDB; TGC will pick-up and meter mail
	Specialized Training (on-/off-site) and travel is responsibility of TGC
\$100	Copier: Access and use of network copier (covers portion of maintenance contract) If service contract increases, TGC will pay appropriate % increase
\$150	Office/admin supplies provided by WDB
	No shredding/secure data destruction (shred barrel)
50% cost	Veteran Services & WDB will co-design/sponsor/install exterior sign