

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "License Agreement") is made between **Williamson County**, a political subdivision of the State of Texas, hereafter called "County", and **Lone Star Justice Alliance**, a nonprofit corporation, hereafter called "LSJA".

The parties agree as follows:

AGREEMENT TO USE AND DESCRIPTION OF THE PROPERTY. The County hereby grants permission to LSJA to use the following described office space for the purposes set out herein: Those certain office buildings designated as 303 & 305 Martin Luther King Boulevard, Georgetown, Texas, along with the open yard space surrounding the improvements to be used for purposes of a playground area (the "Licensed Premises"). The Licensed Premises is depicted in the attached Exhibit "A".

1. TERMS OF LICENSE AGREEMENT.

The term of this License Agreement shall commence on July 1, 2019 ("Commencement Date"), and end at midnight on the earlier of (i) April 30, 2024 (the "Term") and (ii) upon termination of the Grant Program, as defined herein, whichever event occurs first.

2. PUBLIC PURPOSE

County applied for and was awarded a grant from the Texas Indigent Defense Commission ("TIDC") for the grant program formally titled "Transformative Justice: A Multi-Disciplinary Approach to Indigent Defense" and also referred to as the Young Adult/Emerging Adult Grant Program (the "Grant Program"). The purpose of the Grant Program is to establish an alternative to incarceration program for emerging adults, aged 17-24, charged with a non-violent felony offense. The Grant Program will rely upon a multidisciplinary indigent defense team composed of

attorneys and social workers who will integrate community based services to support positive life outcomes, improving participants' health outcomes while simultaneously reducing their criminogenic risk and the likelihood of their continued justice system involvement.

As a part of the Grant Program application, County agreed to contract with a local nonprofit entity to serve as a manager of the Grant Program that will provide training and interdisciplinary indigent defense services, an office with regular office hours, a legal assistant, a library, a location accessible to the public transportation, a system management and reporting system, social services personnel (caseworkers for mental health cases) and other resources. County also committed in the Grant Program application to commit to assisting the program manager with the procurement of office space so that participants may have one centralized location with which to meet all providers.

On or about January 30, 2019, County and LSJA executed a Contract for Indigent Defense Services Support wherein LSJA agreed to act as the program manager for the Grant Program (the "Program Manager Contract"). County's Licensed Premises is located immediately adjacent to the Williamson County Justice Center and would provide LSJA, as the program manager of the Grant Program (the "Program Manager"), with one centralized location with which participants could meet all providers. In furtherance of the Grant Program and in consideration of the public purposes related thereto, County hereby grants permission to LSJA to use the Licensed Premises for the purpose of carrying out its contractual obligations with the County as the Program Manager during the Term of this License Agreement.

3. TAXES.

A. Personal Property Taxes. LSJA agrees to pay any taxes levied against the

personal property of LSJA in and about the Licensed Premises, provided, however, that if any such taxes of LSJA are levied against County or County's property or if the assessed value of County's property is increased by the inclusion of the value placed on LSJA's personal property and County pays those taxes, LSJA, on demand, shall promptly reimburse County for all taxes actually paid on LSJA's behalf.

B. Real Property Tax Reimbursement: LSJA agrees to pay any taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), that may be levied or assessed against the County's Licensed Property due to LSJA's use of the Licensed Property.

C. Payment of Taxes to County: On or before January 31st each year during the Term, LSJA shall pay to County any personal property taxes or Taxes that may be levied or assessed against the County due to LSJA's use of the Licensed Property.

4. UTILITIES AND JANITORIAL SERVICES. In consideration of the public purpose achieved through LSJA's use of the Licensed Property for the Grant Program, County shall be responsible for arranging and paying for all janitorial services and utility services required in and to the Licensed Premises. Such utility services shall be limited to electricity, gas, water, wastewater, sewer charges, and trash collection. LSJA agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all telephone and internet services to the Licensed Premises.

5. INDEMNIFICATION AND INSURANCE.

A. Indemnification of County. Excluding the gross negligence or willful misconduct of County, LSJA AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY AND THE LICENSED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED

AGAINST COUNTY AND/OR THE LICENSED PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY, DAMAGE OR NEGLECT OF WHATEVER KIND OR CHARACTER (BUT SPECIFICALLY EXCLUDING ORDINARY WEAR AND TEAR OF THE LICENSED PREMISES) ARISING FROM THE NEGLIGENT USE OR OCCUPANCY OF THE LICENSED PREMISES BY LSJA. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COUNTY OR THE LICENSED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLECT, OR NEGLIGENT USE OF THE LICENSED PREMISES BY LSJA, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LSJA, OR ANY OTHER PERSON ON THE LICENSED PREMISES, LSJA AGREES THAT LSJA WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST COUNTY OR AGAINST THE LICENSED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision, LSJA hereby agrees to maintain, at all times during any term of this License Agreement, at LSJA's sole cost, a comprehensive public liability insurance policy protecting County against all claims or demands that may arise or be claimed on account of LSJA's use of the Licensed Premises, in an amount of at least ONE MILLION DOLLARS (\$1,000,000.00), per occurrence of accident and/or injury, for injuries to persons and damages to real and/or personal property. Said insurance shall be written by a company or companies acceptable to County, authorized to engage in the business of general liability insurance in the state of Texas, and name County as an additional insured. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. LSJA shall deliver to County annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

LSJA further agrees to maintain at all times during any term of this License Agreement, at LSJA's cost, broad coverage fire and casualty insurance on its personal property and to provide County with a copy of the policy and a certificate issued by the

insurance company demonstrating that insurance is paid up. LSJA's personal property will not be covered by any hazard insurance that may be carried by County. LSJA assumes the risk of loss on all contents of the Licensed Premises owned by LSJA, excluding the building structures and improvements owned by the County.

LSJA shall, within Ten (10) calendar days from the execution of this License Agreement, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give County Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by LSJA and shall be for a period of at least One (1) year.

6. LSJA'S COVENANTS. LSJA further covenants and agrees as follows:

A. To provide the Grant Program services set out under the Program Manager Contract as a part of the consideration for this License Agreement; to use the Licensed Premises in a careful and proper manner for the express purpose of acting as Program Manager; to commit or permit no waste or damages to the Licensed Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Licensed Premises on expiration or termination of this License Agreement in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by LSJA (excepting movable furniture, equipment, supplies, and removable playground equipment installed by LSJA) shall become and remain the property of County on the termination of LSJA's occupancy of the Licensed Premises.

B. To comply with the Rules and Regulations attached hereto.

C. To prohibit and refrain from engaging or in allowing any use of the Licensed Premises that will materially increase County's premiums for insurance on the building without the express written consent of County.

D. In case of damage to glass in or on the Licensed Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at LSJA's expense.

E. To make no alterations in or additions or improvements to the Licensed Premises, install any equipment in or on the Licensed Premises or maintain signs advertising LSJA on the Licensed Premises without, in each case, obtaining the written consent of County. If any alterations, additions, or improvements in or to the Licensed Premises are made necessary by reason of the special use and occupancy of the Licensed Premises by LSJA and, provided that County grants its prior written permission to LSJA regarding such alterations, additions or improvements, LSJA agrees that it will make all such alterations, additions, and improvements in or to the Licensed Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, LSJA agrees that it will hold County harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because of any repairs, alterations, additions, or improvements are made to the Licensed Premises.** Upon request of County, LSJA agrees to restore, at LSJA's sole expense, the Licensed Premises to its original condition upon the termination of this License Agreement.

F. To permit County to enter, inspect, and make such repairs to the Licensed Premises as County may reasonably desire, at all reasonable times with reasonable prior notice (which notice may be oral).

G. LSJA agrees to inform County of items in need of repair that County is obligated to maintain and repair under this License Agreement. LSJA shall serve County written notice of such matters within Ten (10) days of LSJA's discovery of items in need of repair.

H. LSJA agrees that any and all minor adults and/or children of guests or invitees of LSJA, who may be present on the Licensed Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Licensed Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Licensed Premises, injure any person who may be present on the Licensed Premises or otherwise damage the Licensed Premises, any personal property situated on the Licensed Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Licensed Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Licensed Premises, **LSJA hereby agrees that LSJA, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by County, LSJA shall repair, at LSJA's sole cost, any and all damages caused to the Licensed Premises and/or any improvements situated thereon. In the event such minor adults and/or children cause injury to persons who are present on the

Licensed Premises, LSJA hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

7. COUNTY'S COVENANTS. County covenants and agrees as follows:

A. To warrant and defend LSJA in the enjoyment and peaceful possession of the Licensed Premises during the aforesaid term.

B. If the Licensed Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenable, County will have the right to render the Licensed Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for County to adjust the loss with insurance companies insuring the Licensed Premises, or for any other delay occasioned by conditions beyond the control of County. If the Licensed Premises are not rendered tenantable within that time, County or LSJA will each have the right to terminate this License Agreement by written notice to the other party.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

D. At County's expense, County shall perform all major repairs to the heating and air-conditioning equipment/system and septic or sewer system, which are not due to LSJA's negligence.

8. DEFAULTS BY LSJA. In addition to the remedies specifically set forth herein and those available at law or in equity, if LSJA fails to perform or breaches any term, condition or agreement set forth in this License Agreement, and this failure or breach continues for thirty (30) days after a written notice specifying the required performance has been given to LSJA, County may:

- A.** Enforce specific performance causing LSJA to strictly comply with and perform such term, condition or agreement; and in this event, LSJA shall pay the County all expenses of the litigation, including reasonable attorneys' fees; or
- B.** institute action in a court of competent jurisdiction to terminate this License Agreement and sue for damages, and LSJA shall pay the County all expenses of the litigation, including reasonable attorneys' fees; or
- C.** may, but not be obligated to do so, enter the Licensed Premises and perform LSJA's obligations for the account of and at the expense of LSJA. Bills for all amounts paid by County and all losses, costs, and expenses incurred by County in connection with such performance by County pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by County for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by County to LSJA may be sent by County to LSJA monthly or immediately, at County's option, and shall be due and payable by LSJA to County within Five (5) days after same is sent to LSJA by County; or
- D.** terminate this License Agreement, without liability, by written notice to LSJA, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and LSJA shall within such Ten (10) day period vacate the Licensed Premises and surrender them to County in the state required under this License Agreement, with County having the right to reenter and repossess the Licensed Premises discharged of this License Agreement and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, County may enter and take possession of the Licensed Premises by self-help, by picking or changing locks if necessary, and may lock out LSJA or any other person who may be occupying the Licensed Premises, until the default is cured, without being liable for damages.

9. DEFAULTS BY COUNTY. Defaults by County are failing to comply with any provision, term, condition or agreement of this License Agreement within Thirty (30) days after written notice from LSJA. LSJA's sole remedy for County's default is to terminate this License Agreement.

10. VOLUNTARY TERMINATION. County or LSJA may terminate this License Agreement, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this License Agreement pursuant to this provision, LSJA will surrender the Licensed Premises peaceably to the County in the state required under this License Agreement.

11. ELECTION BY COUNTY NOT EXCLUSIVE. The exercise by County of any right or remedy or enforce its rights under this License Agreement will not be a waiver or preclude the exercise of any other right or remedy afforded County by this License Agreement or by statute or law. The failure of County in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this License Agreement or to exercise any remedy, privilege, or option conferred by this License Agreement on or reserved to County shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect.

LSJA will not assign or sublet this License Agreement without County's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this License Agreement. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this License Agreement to be performed by LSJA, except that a sublessee shall be obligated to perform such agreements. As the Program Manager of the Grant Program, Licensee may, however, grant access and use to the Licensed Premises to BlueBonnet Trails, Jails to Jobs, Goodwill Central Texas, and Pavillion, as well as other organizations approved by County, for the purpose of carrying out Licensee's contractual obligations with the County as the Program Manager during the Term of this License Agreement.

12. LIMITATIONS OF WARRANTIES. LSJA ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN (INCLUDING IN THE LAST PARAGRAPH OF THIS SECTION 12), COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LICENSED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LICENSED PREMISES, (C) THE SUITABILITY OF THE LICENSED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LSJA MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LICENSED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LICENSED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LICENSED PREMISES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LICENSED PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LSJA FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LICENSED PREMISES, LSJA IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LICENSED PREMISES AND NOT ON ANY

INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LSJA FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LICENSED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LSJA FURTHER ACKNOWLEDGES AND AGREES THAT THE LICENSE AGREEMENT OF THE LICENSED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". LSJA ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION TO PERMIT LSJA TO USE THE LICENSED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LICENSE AGREEMENT.

13. CONDEMNATION. If during any term of this License Agreement, all of the Licensed Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this License Agreement will terminate, effective as of the date the condemning authority takes the Licensed Premises. If only a part of the Licensed Premises shall be so taken or sold, but the remainder of the Licensed Premises is not tenantable, County may terminate this License Agreement at any time within Forty-Five (45) days following such taking or sale without liability to LSJA. Any and all payments made for or arising from any such taking or for damages to the Licensed Premises resulting therefrom shall belong and be payable entirely to County.

14. COUNTY'S LICENSE AGREEMENT ADMINISTRATOR AND PROPERTY MANAGER. The Director of the Williamson County Facilities Maintenance Department (or as otherwise designated by County), shall serve as the County's License Agreement administrator and property manager. The said License Agreement administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and LSJA.

County's License Agreement administrator and property manager contact information is as follows:

Williamson County Facilities
Maintenance Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, TX 78626
Email: facilities@wilco.org

For all requests for services or repairs which County is obligated to provided and perform under this License Agreement, LSJA shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

15. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

COUNTY: Williamson County Judge Dan A. Gattis (or successor)
710 South Main, Ste. 101
Georgetown, Texas 78626

LSJA: Lone Star Justice Alliance
1411 West Avenue, Suite 200
Austin, Texas 78701
Attn: Elizabeth Henneke

Notices to LSJA may also be mailed or delivered to the Licensed Premises and proof of mailing or posting of those notices to the Licensed Premises will be deemed the equivalent of personal service on LSJA.

16. GENDER, NUMBER AND HEADINGS. Words of any gender used in this License

Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this License Agreement. The captions and paragraphs or letters appearing in this License Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this License Agreement or affect this License Agreement in any way.

17. PLACE OF PERFORMANCE. This License Agreement shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

18. TERMS INCLUSIVE. As used herein, the terms "County" and "LSJA" include the plural whenever the context requires or admits.

19. SEVERABILITY. If any provision of this License Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire License Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this License Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this License Agreement and be deemed to be validated and enforceable.

20. GOVERNMENTAL IMMUNITY. Nothing in this License Agreement shall be deemed

to waive, modify or amend any legal defense available at law or in equity to County nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

21. ASSIGNMENT. LSJA may not assign, in whole or in part, any interest it may have in this License Agreement without the prior written consent of County.

22. NO INDEMNIFICATION BY COUNTY. LSJA acknowledges that County, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to LSJA; therefore, all references of any kind, if any, to County indemnifying, holding or saving harmless any other party, including but not limited to LSJA, for any reason whatsoever are hereby deemed void and deleted.

23. NON-APPROPRIATION OF FUNDING. The obligations of the parties under this License Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this License Agreement at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

24. ENTIRE AGREEMENT. This License Agreement and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between County and LSJA relative to the Licensed Premises and supersedes any prior understandings or written or oral agreements

between the parties with respect to the to the Licensed Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this License Agreement will be binding on County or LSJA unless in writing and signed by them and made a part of this License Agreement by direct reference.

IN WITNESS WHEREOF, County and LSJA have duly executed this License Agreement to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20____

LSJA:

LONE STAR JUSTICE ALLIANCE, INC.

By: 

Printed Name: Elizabeth Henneke

Representative

Capacity: Executive Director

Date: June 27, 2019

RULES AND REGULATIONS

1. LSJA and LSJA's employees shall not loiter in any common area adjoining the Licensed Premises nor shall they in any way obstruct the sidewalks, entry passages, pedestrian passageways, driveways, entrances and exits to in, on or around the Licensed Premises. They shall use the same only as passageways to and from their respective work areas.

2. LSJA shall not mark, drive nails, screw or drill into, paint or in any way deface the exterior walls, roof, foundations, bearing walls or pillars of the Licensed Premises without prior written consent from County. LSJA shall keep all sidewalk areas in, on and around the Licensed Premises clean and free of debris. LSJA shall reimburse County for the expense of cleaning or repairing any breakage, stoppage or damage resulting from a violation of this rule.

3. No awning or shade shall be affixed or installed over or in the show windows or the exterior of the Licensed Premises. LSJA may install window treatment inside the Licensed Premises such as vertical blinds if approved by County. Any "window treatment" shall be in a color congruent and consistent with the parts of the Licensed Premises. LSJA also agrees there shall be no window tinting, stickers or reflective material placed on the glass, inside or out, at any time.

4. No boring or cutting for wires shall be allowed, except with County's prior written approval.

5. LSJA shall not do anything in the Licensed Premises, or bring or keep anything therein, which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or which shall conflict with the regulations of the local fire department or other local or state laws, or with any insurance policy on the Licensed Premises or any part thereof, or with any rules or regulations established by any administrative body or official having jurisdiction.

6. LSJA shall not use any machinery in the Licensed Premises (regardless whether County approved its installation) which may cause any unreasonable noise, vibration, or tremor to the floors or walls, or which by its weight might injure the floors of the Licensed Premises.

7. County may limit weight, size and position of all safes, fixtures, and other equipment used in the Licensed Premises.

8. LSJA nor LSJA's officers, agents and employees shall make or permit any loud, unusual or improper noises or interfere in any way with other LSJAs or those having business with them, nor bring into nor keep within the Licensed Premises any animal or bird (except for animals assisting handicapped persons), or any bicycle or other vehicle.

9. Unless expressly authorized in the License Agreement, LSJA shall have no right to place an antenna on the roof or exterior walls of the Licensed Premises. LSJA is not allowed on the roof nor may LSJA place any material on, pierce, damage, add vents or other devices, or remove any part of the roof, at any time. The only persons allowed on the roof shall be those licensed and insured maintenance contractors which have received prior approval from County.

10. All garbage, including wet garbage, refuse or trash, shall be placed by LSJA in the receptacles near the Licensed Premises provided by LSJA for that purpose.

11. LSJA shall not permit any chemicals, trash or other foreign materials to be deposited or disposed of in the Licensed Premises except that trash which legally may be sent to the municipal or county landfill may be placed in the receptacles provided on the Licensed Premises by LSJA. Hazardous chemicals are not prohibited on the Property. LSJA shall cooperate with County and all other LSJAs so that the common areas adjoining the Licensed Premises may be kept in a clean and orderly condition and free of obstructions.

12. LSJA shall not overburden the parking facilities and shall cooperate with County and other LSJAs in the use of the parking facilities. County reserves the right in its absolute discretion to determine whether parking facilities are becoming crowded, and, in such event, to allocate parking spaces among LSJAs.

13. LSJA shall cooperate with any security regulations issued by County from time to time and shall comply with instructions and/or directions of County's duly authorized personnel for the protection of the Licensed Premises.

14. No waiver of any rule or regulation by County or County's agent shall have any effect unless expressed in writing and signed by County or its authorized agent.

15. County reserves the right at any time to reasonably change or rescind any one or more of these rules or regulations or to make such other and further reasonable rules and regulations as in County's judgment may from time to time be necessary for the management, safety, care and cleanliness of the Licensed Premises, and for the preservation of good order therein, as well as for the convenience of other occupants and LSJAs of premises adjoining the Licensed Premises. County shall not be responsible to LSJA or any other person for the non-observance or violation of the rules and regulations by any other LSJA or other person; however, County shall not discriminate among LSJAs when enforcing the rules and regulations. LSJA shall be deemed to have read these rules and to have agreed to abide by them as a condition to its occupancy of the space herein License Agreement.

16. In the event of any conflict between these rules and regulations or any further or modified rules and regulations from time to time issued by County and the License Agreement provisions, the License Agreement provisions shall prevail.

Exhibit "A"

