



**WILLIAMSON COUNTY  
ADULT PROBATION  
(CSCD)**

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**MARTY GRIFFITH  
CSCD DIRECTOR**

August 5, 2010

Honorable Dan A. Gattis  
County Judge  
Williamson County, Texas

Re: CTTC Lease Renewal

Dear Judge Gattis,

Attached please find the CTTC Lease Agreement/Renewal for fiscal year 2011. I am respectfully requesting that the terms of the lease be approved by the Commissioner's Court. The terms of the lease are identical to those approved by the Court last year. If you or any of the Commissioners have any questions or concerns, please let me know.

Respectfully,

Marty Griffith  
Director  
Williamson County CSCD

CTTC LEASE AGREEMENT/RENEWAL  
FY 2011

This Lease Agreement is made and entered into this 10<sup>th</sup> day of August, 2010, by and between Williamson County, hereinafter referred to as Lessor, and the Williamson County Community Supervision and Corrections Department, hereinafter referred to as Lessee. Authority for this agreement is granted by the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee and Lessee does hereby lease from Lessor, the premises and building situated at 601 N. Alligator Street in Granger, Texas, and hereinafter referred to as the "premises".

I. TERM

The term of this lease shall be for a period of 1 year, commencing on September 1, 2010 and ending on August 31, 2011.

II. RENT

Lessee agrees to pay to Lessor the sum of \$10,000 per month, payable by the 10<sup>th</sup> day of each month.

III. MAINTENANCE AND SURRENDER

Lessor shall at its expense and risk maintain the roof, foundation, underground or otherwise concealed plumbing, the structural soundness of the exterior walls (including all windows, window glass, plate glass, and all doors), and all other parts of the building and other improvements on the leased premises in good repair and condition, including but not limited to, repairs (including all necessary replacements) to the exterior plumbing, windows, window glass, plate glass, doors, HVAC system, fire protection system, interior of the building in general, and maintenance of the parking and common areas outside the building. Lessor will regularly, or at least annually, perform any mold related examinations and tests necessary to insure that unsafe levels of mold are not present in the building. Lessee will perform periodic checks of the attic and subfloor areas, to determine the existence of any water leaks or environments conducive to the growth of mold. Lessor agrees to remediate any mold damage or growth that may occur on the premises, and repair or replace any parts of the building damaged by mold.

Lessee shall, throughout the lease term, maintain the building and other improvements constituting the lease premises and keep them free from waste or nuisance, repair any damages to the premises caused by Lessee, and shall deliver up the premises in a clean and sanitary condition at the termination of this lease in good repair and condition, except for reasonable wear and tear and damage by fire, tornado, or other casualty. In the event Lessee should neglect to reasonably maintain the leased premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections to be made, and any reasonable costs therefore shall be paid by Lessee to Lessor as additional rental on the next rental installment date.

Any physical additions or improvements to the premises made by Lessee will become the property of Lessor.

Upon the expiration of this lease, Lessee shall have the right to remove from the leased premises its personal property and shall make any necessary repairs to the premises of damage caused in connection with the removal of said property, if any, within fifteen days of the expiration date. Lessor may require

that Lessee, at termination of this lease and at Lessee'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.

#### IV. OBLIGATIONS OF LESSOR AND LESSEE

Lessee shall pay all utility charges of water, electricity, sewer, heat, gas, and power used in and about the leased premises, all such charged to be paid by Lessee to the utility company or municipality furnishing the same, before the same shall become delinquent.

Lessee shall maintain insurance on any personal or Lessee owned property.

Lessor and Lessee 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 Lessor or Lessee. This release applies only to the extent permitted by law, the damage is covered by insurance proceeds, and the release does not adversely affect any insurance coverage.

If the premises are damaged by casualty and can be restored within ninety days, the Lessor will, at its expense, restore the premises to substantially the same condition that existed before the casualty. If Lessor fails to complete restoration within ninety days from the date of written notification by Lessee to Lessor of the casualty, Lessee may terminate this lease by written notice to Lessor.

If the premises cannot be restored within ninety days, Lessor has an option to restore the premises. If Lessee chooses not to restore, this lease will terminate. If Lessor chooses to restore, Lessor will notify Lessee of the estimated time to restore and give Lessee an option to terminate this lease by notifying Lessor within ten days. If Lessee does not terminate this lease, the lease will continue and Lessor will restore the premises as provided above.

To the extent the premises are untenable after the casualty, the rent will be adjusted as may be fair and reasonable.

#### V. DEFAULT

If Lessee shall allow the rent to be in arrears more than thirty days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of thirty days after written notice from Lessor, Lessor may at its option, terminate this lease, or in the alternative, Lessor may reenter and take possession of said premises and remove all persons and property therefrom, without being deemed guilty of any manner of trespass and without prejudice to any legal remedies which may be used for the collection of rent.

If Lessor defaults in the performance of any term, covenant, or condition required to be performed by him under this agreement, Lessee may elect either one of the following:

(A) After thirty days written notice to Lessor, Lessee may elect to remedy such default by any necessary action and all sums expended or obligations incurred by Lessee in connection therewith shall be paid by Lessor to Lessee in demand; or

(B) Elect to terminate this agreement on giving at least thirty days written notice to Lessor of such intention, thereby terminating this agreement on the date designated in such notice, unless Lessor shall have cured such default prior to the expiration of the thirty day period.

#### VI. INSPECTION BY LESSOR

Lessee shall permit Lessor and his agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

#### VII. OPTIONS

Lessor agrees that Lessee shall have and is hereby granted one successive option to extend the term of this lease for a period of one year to begin upon the expiration of the terms covenants, and provisions of this lease upon terms to be agreed upon by the parties at that time. Should Lessee intent to exercise its option to renew this lease agreement, Lessee shall notify Lessor in writing sixty days prior to the termination of this agreement. If the parties fail to agree to the terms for the subsequent term, then the Lessee shall have sixty days in which to remove its property and the Lessor shall not lease the premises to another party until the said sixty days have passed.

Any holding over by Lessee of the leased premises after the expiration of this lease or any extension or renewal thereof shall operate and be construed as a month to month tenancy and the Lessee shall be obligated to make the monthly rental as set forth above.

All lease and other payments required of Lessee under this agreement are subject to the availability of funds as appropriate by the Texas Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice.

#### VIII. ENTIRE AGREEMENT

This lease is the entire agreement of the parties, and there are no oral representation, warranties, agreements, or promises pertaining to this lease or to any expressly mentioned exhibits and riders not incorporated in writing in this lease.

#### IX. MISCELLANEOUS

All notices provided to be given under this agreement shall be given by certified mail or registered mail, addressed to the proper party, at the following addresses:

LESSOR:  
County Judge  
710 Main Street  
Georgetown, Texas 78626

LESSEE:  
CSCD Director  
P.O. Box 251  
Georgetown, Texas 78627

This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

No amendment, modification, or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

The rights and remedies provided by this lease agreement are cumulative and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statutes, ordinance or otherwise.

No waiver by the parties hereto of any default or breach of any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by force of nature, which means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence, Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

AGREEMENT Subject to Availability of Funds. This AGREEMENT will be subject to the availability of funds as appropriated by the State Legislature and as made available by the Community Justice Assistance Division of the Texas Department of Criminal Justice. If such funds become reduced or unavailable, this AGREEMENT shall be subject to immediate modification, reduction or termination.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement in multiple originals as of the day and year first above written.

LESSOR:



Dan A. Gattis  
County Judge  
Williamson County, Texas

LESSEE:



Marty Griffith  
CSCD Director  
Williamson County, Texas