

STATE OF TEXAS

§

§

**LEASE AGREEMENT  
AMENDMENT NO. 1**

COUNTY OF BELL

§

**WHEREAS**, the City of Killeen (Lessor) and Bell County Human Services, also known as Killeen HELP Center (Lessee) entered into a Lease Agreement effective August 1, 2011, for the lease of real property at 802 N. Second Street, in Killeen, Bell County, Texas, and the structure commonly known as the Killeen Arts and Activities Center; and addressed as 718 North Second Street, Suite B and

**WHEREAS**, pursuant to the provisions of this Amendment, the parties desire to amend and extend the term of the Original Lease Agreement as previously amended.

**NOW, THEREFORE, WITNESSETH:**

Effective July 31, 2016, the Lease Agreement, as amended herein, will continue in full force and effect, for an additional term of three (3) years, beginning August 1, 2016, and continuing until July 31, 2019, unless sooner terminated under the terms of the Original Lease. Lessor and Lessee agree that the Original Lease is further amended as follows:

**I.** Article III, Paragraph A is hereby amended to read as follows:

A. Monthly Rent

On or before the first of each month during this lease, Lessee will pay Lessor four thousand, one hundred forty dollars and 14/100 dollars (\$4,140.14) ~~three thousand seven hundred forty seven and 28/100 dollars (\$3,747.28)~~, with the first month's rent due on or before August 1, 2011. It is expressly understood that any payments by Lessee under this agreement, whether rent or otherwise shall be from currently budgeted funds, as provided in Article X, Section H.

**II.** Article III. Paragraph B is hereby amended to read as follows:

B. Place of Payment

All payments to Lessor under this lease shall be payable to Lessor at the following, unless Lessor shall specify otherwise in writing:

By mail:  
City of Killeen  
Attn: Finance Department  
P.O. Box 1329  
Killeen, TX 76540

In Person:  
City of Killeen  
Finance Department  
802 North Second Street, Building E  
~~City Hall, Third Floor~~  
Killeen, TX 76541

III. Article III. Paragraph D is hereby amended to read as follows:

D. Utilities

(1) Subject to paragraph (2) below, Lessee shall pay and be responsible for the following utility charges: water, sewer, electric, gas, trash, telephone, cable, and any other utilities not listed herein. The responsible party shall pay the charges directly to the utility service provider or Lessor, if Lessor holds the account for metering devices. If so, Lessee will be charged for those utilities on a square foot cost of rentable area usage. The responsible party may select the utility service provider, except that if Lessee selects the provider, any access or alterations to the property or leased premises necessary for the utilities may only be with Lessor's prior consent, which will not be unreasonably withheld. If Lessor incurs any liability for charges, including but not limited to service, connection or maintenance, for a utility service for which Lessee is responsible, and Lessor pays said amount, Lessee shall immediately upon written notice from Lessor reimburse Lessor such amount.

IV. Article VI. Paragraph C is hereby amended to read as follows:

C. Locks and Security Devices

Lessee may not alter any locks or any security devices on the property or the leased premises without Lessor's consent. If Lessor authorizes the changing, addition or rekeying of any locks or other security devices, Lessee must immediately deliver the new keys and access devices to Lessor. Lost key replacement will be charged to Lessee in accordance with the Rents and Fees Schedule depicted on Exhibit "B" attached hereto and incorporated herein by reference.

V. Article VI. Paragraph F is hereby amended to read as follows:

F. Maintenance and Repair Obligations

(1) Lessee shall permit Lessor and Lessor's agents, representatives and employees to enter into and on the premises at reasonable times to inspect them, to perform required preventive maintenance, and repair, to make additions or alterations to any part of the property in which the leased premises are located, to remodel the premises, to perform any

other action necessary to protect Lessor's interest in the property, or to perform any of Lessor's duties under this lease. Lessor may, in connection with such alterations, additions or repairs, erect scaffolding, fences and similar structures, post relevant notices, and place movable equipment without any obligation to reduce Lessee's rent for the leased premises during such period, except to the extent the premises are rendered uninhabitable. Lessor agrees to make a reasonable effort to avoid substantial interference with Lessee's ordinary use of the leased premises.

(2) Lessee is responsible for disposal of its own trash accumulation at its own expense. Lessee must keep the leased premises clean and sanitary, and promptly dispose of all garbage and recyclables in appropriate receptacles. The accumulation of trash or recycling materials is not allowed in any room, closet, stairwell, or other locations on the premises. Lessee will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Lessee will maintain any grease trap on the property which Lessee uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law, said reimbursement to come from currently budgeted funds.

\*\*\*\*\*

(4) Lessee shall be responsible, at its expense, to maintain and repair the following specific items in the leased premises: windows, all flooring and floor coverings, all walls, doors, and ceiling free from holes, dents, scratches or other damage, interior doors, including closure devices, frames, molding, locks and hardware, signs, such as pylon, fascia, monument and door/suite, lighting to include light bulbs and tubes, permanent fixtures on the property, i.e. drinking fountains, toilet room fixtures, sinks, cabinetry, and light fixtures The Lessee is responsible for sewer clean outs that are not the result of a damaged sewer line. These items must be maintained in cleaned and good operable condition. Repairs must be completed by trained, qualified and insured repair persons. Lessee is responsible for the repair and maintenance of its personal property. ~~Lessor shall make all other repairs to the leased premises~~

\*\*\*\*\*

**VI.** Article VII. Paragraph A is hereby amended to read as follows:

(1) Without limiting Lessee's obligation to indemnify the Lessor, Lessee shall provide, pay for, and maintain in full force at all times during the term of the lease agreement insurance coverage from an insurance carrier admitted to do business in the State of Texas that has at least an "A" rating with AM Best Company of its equivalent in the types and amounts as listed below. Lessee agrees to procure and maintain in force during Lessee's occupancy of the premises, at Lessee's expense, insurance of the types and in the amounts require below, and such other insurance coverage and/or higher policy limits as may be required by any holder of a deed of trust, security interest, or mortgage that may now or hereafter affect the leased premises.

VII. Article VII, Paragraph (B) is hereby amended to read as follows:

B. Indemnity and Hold Harmless Provisions

(1) AFTER ALL LIABILITY OR CASUALTY INSURANCE COVERAGE OF EITHER LESSOR OR LESSEE IS EXHAUSTED, LESSEE AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, RESULTING IN ANY INJURY OCCURRING ON ANY PORTION OF THE LEASED PREMISES, OR ARISING FROM THE CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE LEASED PREMISES, OR FROM LESSEE'S USE OF THE LEASED PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY CONDITION OF THIS LEASE, OR FROM ANY ACT OF NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, LICENSEES OR INVITEES IN OR ABOUT THE LEASED PREMISES. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR. Lessee's obligations under this paragraph are independent of Lessee's obligation to maintain insurance herein, and will not be limited by cooperative negligence statutes or damages paid under worker's compensation or similar employee benefit acts. This paragraph shall survive the expiration or termination of this lease agreement.

(2) Landlord and Tenant agree and covenant that neither shall be liable for loss arising out of damage to or destruction of the Demised Premises or contents thereof when such loss is caused by any perils included within the State of Texas standard fire and extended coverage policy and on the condition that such a policy exists and affords coverage at the time of the loss; this agreement shall be binding whether or not such damage or destruction be caused by negligence of either party, or their agents, employees or visitors.

IN WITNESS WHEREOF, the parties have executed this lease in duplicate on this  
\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF KILLEEN:

\_\_\_\_\_  
Lillian Ann Farris  
Interim City Manager

BELL COUNTY HUMAN SERVICES

\_\_\_\_\_  
Jon H. Burrows  
Bell County Judge

Exhibit "B"

Basic Rent

718 North Second Street, Suite B 6,044 square feet	\$4,140.14 per month
---	----------------------

Sundry charges

Key replacement	\$15.00
-----------------	---------

Late Payment Penalty

Late payment penalties shall be assessed on the total monthly rent payment:  
5% of total monthly rent if paid ten (10) days after the first day of each month.