

18,961



North Central Texas Council of Governments

FILED FOR RECORD
at 12:30 o'clock P M

AUG 13 2024

BECKY LANDRUM
County Clerk, Hunt County, Tex.
By 

July 19, 2024

The Honorable Bobby W. Stovall
Hunt County Judge
2507 Lee Street
Greenville, TX 75401

Re: Lease Agreement dated June 1, 2023 – May 31, 2025 for 2500 Stonewall St, Suite 201, Greenville, TX 75401; North Central Texas Council of Governments, Named Tenant

To Whom it May Concern,

This letter is to advise you that on July 1, 2024, the North Central Texas Council of Governments (NCTCOG), named tenant under the above referenced lease, entered into an updated sublease agreement with Arbor E&T, LLC d/b/a Equus Workforce Solutions ("Equus"). A copy of the updated sublease agreement is attached. As you may know, NCTCOG maintains a workforce center on the leased premises. Equus, by contract with NCTCOG, occupies the leased premises and operates the workforce centers. In order for Equus to meet the insurance requirements under the lease it became necessary to enter into a sublease of the premises to Equus. NCTCOG continues to remain fully liable as the named tenant under the lease and agrees to comply with all of the tenant requirements under the lease.

The lease agreement requires that the Landlord consent to any sublease of the leased premises by the tenant. This notification is consistent with your previous consent. A copy of your previous consent is attached for reference.

Should you have any questions regarding this matter please feel free to contact me using the phone number or email address noted below.

Sincerely,



Lisa Sack
Workforce Sr. Fiscal Manager
(817)-695-9127
lsack@nctcog.org

**Master Sublease Agreement
between
North Central Texas Council of Governments
and
Arbor E&T, LLC d/b/a Equus Workforce Solutions**

This **Master Sublease Agreement** ("Agreement") effective as of the last date of signature on this agreement ("Effective Date"), between the **North Central Texas Council of Governments** ("NCTCOG" and/or "Sublessor") and **Arbor E&T, LLC d/b/a Equus Workforce Solutions** ("Equus" and/or "Sublessee").

WHEREAS, NCTCOG has engaged Equus and has entered into a contract which provides for the operation by Equus of various workforce centers in a fourteen (14) county region in North Central Texas; and,

WHEREAS, the Workforce Contract requires Equus to maintain workforce centers in all 14 counties in the North Central Texas region; and,

WHEREAS, NCTCOG is the named tenant in all of the workforce center leases and in accordance with the Workforce Contract allows Equus and its employees to occupy the workforce center offices for purposes of operating the workforce centers; and,

WHEREAS, the parties have experienced issues regarding the provision of certificates of general liability insurance for each of the workforce centers and both parties' compliance with the terms of the various workforce center leases; and,

WHEREAS, the parties wish to further define each party's responsibilities and obligations arising from Equus' occupation of the workforce center offices; and

WHEREAS, the parties previously entered into a sublease agreement dated July 22, 2016, which has become necessary to update, and upon execution of this Agreement intend it to replace and supersede the prior sublease;

NOW, THEREFORE, in consideration of the premises and the promises and undertakings stated below, NCTCOG and Equus hereby enter into this **Master Sublease Agreement**.

SUBLEASE PREMISES:

Equus hereby agrees to sublease upon the terms set out herein the workforce center offices described on Exhibit A to this Agreement (hereafter "workforce center leases/offices"). From time to time, the parties may by agreement amend Exhibit A to add or delete workforce office locations should it be necessary to do so.

SUBLEASE COMMENCEMENT DATE:

The effective date of this sublease shall be July 1, 2024.

SUBLEASE TERMINATION DATE:

This sublease agreement shall terminate upon the earlier of (i) the termination of the Workforce Contract described above, (ii) mutual agreement of the parties or (iii) upon thirty (30) days written notice from either party.

PERMITTED USES:

Sublessee shall be permitted to use the sublease premises solely for the operation of workforce services in accordance with the terms of the Workforce Contract.

SUBLEASE RENT AND MAINTENANCE:

All rent and maintenance expenses arising from the workforce centers described on Exhibit A shall be paid in accordance with the terms of the Workforce Contract.

Sublessee agrees to:

1. Sublease the subleased premises for the sublease term beginning on the sublease commencement date and ending on the sublease termination date.
2. Obey all laws, rules and regulations and terms of the base lease(s) as they apply to all subleased premises.
3. Promptly move out of the sublease premises on the sublease termination date or on the earlier of the termination of the sublease agreement.
4. Maintain public liability insurance as required of Sublessor under the workforce center lease agreements, naming the landlords and Sublessor as additional insureds on all policies where required by the workforce center leases. Sublessee shall deliver certificates of insurance to Sublessor and the landlords as may be required from time to time.

Sublessee agrees not to:

1. Use the sublease premises for any purpose other than the permitted sublease purpose.
2. Change the landlord's lock system.
3. Alter the leased premises without the consent of Sublessor.
4. Allow a lien to be placed on the sublease premises.
5. Assign this sublease or any portion of the sublease premises without Sublessor's prior written consent.

Sublessor agrees to:

1. Sublease the subleased premises described on Exhibit A to Sublessee for the sublease term.
2. Comply with the Tenant's obligations under the base leases.
3. Use commercially reasonable efforts to enforce Landlord's obligations under the base leases.
4. Make available to the subleased premises all applicable services and rights under the base leases.

General Provisions

1. Defaults by Sublessee are (a) abandoning or vacating a substantial portion of the subleased premises, (b) failing to comply within ten (10) days after written notice with any provision of the base leases or this sublease agreement, or (c) failing to comply after written notice with any provision of the Workforce Contract described herein.
2. Sublessor's remedies for Sublessee's default are to (a) enter on and take possession of the subleased premises; and/or (b) terminate this sublease by written notice and sue for damages.
3. Default by Sublessor is failing to comply with any provision of this sublease within thirty (30) days after written notice.
4. This sublease is subordinate to the base lease(s), a copy of which Sublessee acknowledges as received.
5. This sublease agreement does not in any way alter Sublessor's liability under the base lease(s).
6. Sublessor may retain, destroy, or dispose of any personal property of Sublessee left in the subleased premises at the end of the sublease term.
7. Sublessor has all the rights of the Landlord under the base lease(s) as to Sublessee.
8. If either party retains an attorney to enforce this Agreement, the prevailing party is entitled to recover reasonable attorney's fees.
9. This Agreement does not in any way alter, modify or change the terms, conditions and obligations between the parties arising out of the Workforce Contract described above. Should a conflict arise between this Agreement and the Workforce Contract, the language of the Workforce Contract shall prevail.

(SIGNATURE LINE ON NEXT PAGE)

SUBLESSOR:

North Central Texas Council of Governments

By: Mike Eastland Digitally signed by Mike Eastland
Date: 2024.07.08 17:10:58 -05'00'

Name: Mike Eastland

Title: Executive Director

Date: 7/8/2024

SUBLEESSEE:

Arbor E & T, LLC d/b/a Equus Workforce Solutions

By: 

Name: Mark Douglass

Title: CEO

Date: 07/01/2024

EXHIBIT A

Description of Sublease Premises
(Copies of each lease have been furnished to Equus)

McKinney Workforce Center
291 Eldorado Parkway
McKinney, TX 75069

Plano Workforce Center
1101 Resource Drive, Suite 100
Plano, TX 75074

Denton Workforce Center
5800 I-35 N, Suite 100
Denton, TX 76207

Stephenville Workforce Center
2165 W. South Loop Stephenville, TX 76401

Granbury Workforce Center
1030 E U.S. Hwy 377, Suite 202
Granbury, TX 76048

Greenville Workforce Center
2500 Stonewall St, Suite 201
Greenville, TX 75401

Cleburne Workforce Center
202 Hyde Park, Suite 200
Cleburne, TX 76033

Terrell Workforce Center
109 Tejas Drive, Suite 300
Terrell, TX 75160

Weatherford Workforce Center
225 College Park Drive
Weatherford, TX 76086

Alliance Workforce Center
2421 Westport Parkway
Fort Worth, Texas 76177

Corsicana Workforce Center
720 North Beaton Street
Corsicana, Texas 75110

Waxahachie Workforce Center
1712 W. Highway 287 Business
Waxahachie, Texas 75165



North Central Texas Council Of Governments

March 2, 2017

Hunt County
2507 Lee Street
Greenville, TX 75401
Judge John Horn

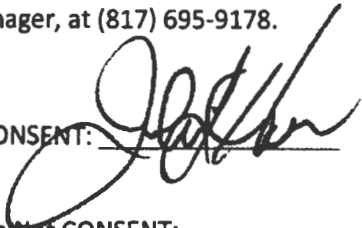
Re: Lease Agreement dated June 1, 2016 - May 31, 2023 for 2500 Stonewall St, Suite 201, Greenville, TX 75401; North Central Texas Council of Governments, named tenant

To Whom It May Concern:

A letter was previously sent to you regarding a sublease agreement between the North Central Texas Council of Governments (NCTCOG) and Arbor E & T, LLC d/b/a ResCare Workforce Services (ResCare). The letter in reference requested a consent from the Landlord regarding the sublease agreement. The approval requested was not provided by you and returned to the stated address.

For your reference, please see enclosed original letter requesting consent as well as a copy of the Master Sublease Agreement. Upon your review, please indicate either your consent or non-consent by signing and dating below.

Should you have any questions regarding this matter please contact Mr. Randy Richardson, Workforce Fiscal Manager, at (817) 695-9178.

CONSENT:  DATE: 3-7-2017
Do Not CONSENT: _____ DATE: _____

Sincerely,



Randy Richardson
Workforce Fiscal Manager

Enclosures: Original Letter of Consent
Master Sublease Agreement