

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT BETWEEN
FORT BEND COUNTY AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.
RENEWAL 2015-16**

THIS SECOND AMENDMENT is made and entered into is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Child Advocates of Fort Bend County, Inc., (hereinafter "C.A.F.B."), a 501(c) 3 non-profit organization.

WITNESSETH

WHEREAS, County and C.A.F.B. executed the *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* on or about November 26, 2013, first renewed by amendment on or about October 28, 2014 (hereinafter the "Agreement") attached hereto as Exhibit A FY2015, incorporated by reference as if set forth herein verbatim. The Parties now desire to amend said Agreement as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and C.A.F.B. is hereby amended as follows:

- A. The *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* is hereby renewed effective October 1, 2015 and shall terminate on September 30, 2016, under the same terms and conditions.
- B. County shall pay the sum of **\$329.83** per month as compensation for the utilization of offices in **Area 7** and the sum of **\$640.70** per month as compensation for the utilization of offices in **Area 8.**
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict, the most recently executed document shall prevail with regard to the conflict.

Execution page follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

CHILD ADVOCATES OF FORT BEND COUNTY, INC

Robert Hebert, County Judge

Ruthanne Metford

Signature

Ruthanne Metford, CEO

Printed Name and Title

Date

1/28/2016

Date

Attest:

Laura Richard, County Clerk

Reviewed:

Troy E. Nehls

Troy E. Nehls, County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of _____ to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant, County Auditor

Exhibit A FY2015

First Amendment to
Agreement Between Fort Bend County and
Child Advocates of Fort Bend County Inc.
executed on or about October 28, 2014

and

Agreement Between Fort Bend County and
Child Advocates of Fort Bend County Inc.
executed on or about November 26, 2013

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**FIRST AMENDMENT TO AGREEMENT BETWEEN
FORT BEND COUNTY AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.**

THIS FIRST AMENDMENT is made and entered into is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Child Advocates of Fort Bend County, Inc., (hereinafter "C.A.F.B."), a 501(c) 3 non-profit organization.

WITNESSETH

WHEREAS, County and C.A.F.B. executed the *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* on or about November 26, 2013 (hereinafter the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. The Parties now desire to amend said Agreement as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and C.A.F.B. is hereby amended as follows:

- A. The *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* is hereby renewed effective October 1, 2014 and shall terminate on September 30, 2015.
- B. County shall pay the sum of \$329.83 per month as compensation for the utilization of offices in Area 7 and the sum of \$640.70 per month as compensation for the utilization of offices in Area 8.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

Execution page follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

Robert Hebert
Robert Hebert, County Judge

CHILD ADVOCATES OF FORT BEND COUNTY, INC

Ruthanne Metford
Signature
Ruthanne Metford, Executive Director
Printed Name and Title

10-28-2014
Date

10/14/2014
Date

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



Reviewed: *Troy E. Nehls*
Troy E. Nehls, County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$11,646.36 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

Exhibit A

Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.
Executed on or about November 26, 2013

CAFB PARTNER REIMBURSEMENT 2014
 Lease Area Calculations for Partner Reimbursement

Area	Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursment @ 1.26 \$/SF	Share of Add'l Expenses/Monthly*	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	CAFB	7,044	64.92%	4,732	11,776	65%	\$2,603.88	\$1,098.53	\$3,702.41	\$44,428.89
Area 2	District Allys.	1,246	11.48%	837	2,083	11%	\$2,603.88	\$856.08	\$2,885.26	\$34,623.16
Area 3	County Allys.	971	8.95%	652	1,623	9%	\$2,029.19	\$740.10	\$2,679.42	\$32,153.06
Area 4	CPS	928	8.55%	623	1,551	9%	\$1,939.32	\$96.10	\$323.89	\$3,886.64
Area 5	CAAC Interns (CAFB)	109	1.00%	73	182	1%	\$227.79	\$101.64	\$342.58	\$4,110.92
Area 6	Viewing Room	115	1.06%	77	193	1%	\$240.93	\$130.10	\$640.70	\$7,688.41
Area 7	FBCSO	216	1.99%	145	360	2%	\$450.60	\$97.86	\$329.83	\$3,957.95
Area 8	FBCSO - ICAC	111	1.02%	75	186	1%	\$231.97	\$97.86	\$329.84	\$3,958.07
Area 8	District Allys. ICAC	111	1.02%	75	186	1%	\$231.97	\$97.86	\$329.84	\$3,958.07
Net SF		10,651	100.00%	7,290	18,141	100%	\$7,955.64	\$9,536.67	\$11,233.92	\$134,807.09
Common Area		7,290								
Gross SF		18,141								

*ADDITIONAL EXPENSES TO BE SHARED:

	BUDGETED AMT
WATER	\$6,000.00
ELECTRIC	\$28,000.00
SECURITY	\$3,000.00
BUILDING MAINT - includes Janitor, lawn service, pest service, property insurance & bldg. repairs	\$77,800.00
TOTAL:	\$114,800.00
	Estimate
Janitor	\$18,000.00
Lawn	\$8,800.00
Phone	\$18,000.00
Bldg. Repairs & Supplies	\$22,000.00
Property Insurance	\$11,000.00
Total	\$77,800.00

STATE OF TEXAS
COUNTY OF FORT BEND

§
§
§

**AGREEMENT BETWEEN FORT BEND COUNTY
AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.**

This Agreement is made on this day by and between Fort Bend County (hereinafter referred to as "County"), a body corporate and politic, acting herein by and through its Commissioners' Court, and Child Advocates of Fort Bend County, Inc. (hereinafter referred to as "C.A.F.B.").

WHEREAS, C.A.F.B. occupies the building (hereinafter referred to as "property") located at 5403 Avenue N, Rosenberg, Texas; and

WHEREAS, C.A.F.B. operates the property so that all partner agencies are afforded office space to serve their needs and the needs of the children of Fort Bend County; and

WHEREAS, C.A.F.B. and County see a mutual benefit of having representatives of the Fort Bend County Sheriff's Office (hereinafter referred to as "S.O.") housed on-site at the C.A.F.B. property; and

WHEREAS, County has determined that this Agreement serves a public purpose.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the mutual covenants, agreements and benefits hereinafter set forth, the County and C.A.F.B mutually agree:

1.01 The building at 5403 Avenue N, Rosenberg, Texas is owned by C.A.F.B., including all contents, and shall remain the sole property of the C.A.F.B., save and except that furniture and equipment moved onto the property by the S.O. C.A.F.B. has the exclusive right to determine any and all rules, requirements, operating procedures, architectural design control, and decorating decisions with regard to the property.

1.02 C.A.F.B. will appoint a representative to make all decisions with regard to the operation (as the term "operation" is used in its broadest sense) of the property. Until notified otherwise in writing, the Executive Director of C.A.F.B. is the representative for making such decisions.

1.03 The relationship between C.A.F.B. and the S.O. is not one of landlord/tenant. The Sheriff, his employees, representatives, agents or anyone on the property for the purpose of transacting business or meeting with the S.O. are deemed to be licensees of C.A.F.B.

1.04 The S.O. will insure its own property. C.A.F.B.'s general liability, fire and extended coverage policies of insurance, and all other policies of insurance are for its sole benefit and protection.

1.05 While the relationship between C.A.F.B. and the S.O. is not one of landlord/tenant, the parties to this Agreement recognize that certain expenses incurred in the operation, maintenance and repair of the property will be required for the benefit of all occupants of the property. County shall pay the sum of \$641.65 per month as compensation for the utilization of offices in Area 8, as provided in Exhibit A.

1.06 C.A.F.B. will provide the individual telephone handsets and wiring for the property. The S.O. will provide any additional equipment for its telephone service and will be responsible for any and all charges associated with the S.O.'s telephone usage. The S.O. will supply all office supplies, furniture and equipment their employees will use in the performance of their duties.

1.07 The offices utilized by the S.O. are exclusive to the operation of the S.O. and are subject to rules and operating procedure established by the County and the S.O., save and except those that conflict with C.A.F.B. rules and regulations. In such instances, if any, C.A.F.B. rules and regulations will control.

1.08 Non-exclusive common area of the building (hallways, kitchen, break-out room, conference and meeting rooms, bathroom, etc.) are available to all occupants of the property in conformity with the rules and regulations of C.A.F.B., as may be established from time to time without prior notice to any party.

1.09 C.A.F.B. will provide the S.O. with heat and air conditioning during regular office hours. If after hours or weekend, heat and air conditioning is required, C.A.F.B. reserves the right to be reimbursed the costs associated with such services.

1.10 This Agreement shall be effective on December 1, 2013, and shall remain in effect through September 30, 2014, unless terminated by either party giving thirty (30) days written notice to the other party.

EXECUTION PAGE TO FOLLOW

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representation or modification concerning this instrument is of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

COUNTY:
FORT BEND COUNTY, a Texas Public Body

By: *Robert E. Hebert*
Robert E. Hebert, County Judge
Fort Bend County Commissioners Court

Date: 1-26-2013

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



CHILD ADVOCATES OF FORT BEND COUNTY
INC.

By: *Ruthanne Mefford*
Ruthanne Mefford, Executive Director

Date: 11/18/2013

Approved:

Troy E. Nehls
Troy E. Nehls, County Sheriff

Auditor's Certificate

This is to certify that funds are available in the amount of \$7700.00 to cover the County's obligation.

Ed Sturdivant
Ed Sturdivant, Auditor

MER/m:CAFD.SO 3471 (11/15/2013)

Exhibit A: Breakdown of costs

Exhibit A

CARB PARTNER REIMBURSEMENT 0919
Lease Area Calculations for Partner Reimbursement

Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursment @ 1.25 SF	Share of Add'l Expenses/ Month	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	7,044	64.82%	7,044	11,776	65%	\$7,803.87	\$996.51	\$3,600.36	\$43,204.52
Area 2	1,246	11.48%	837	2,083	11%	\$2,029.18	\$774.39	\$2,803.57	\$33,642.85
Area 3	971	8.95%	623	1,623	9%	\$1,839.32	\$740.10	\$2,679.42	\$32,153.00
Area 4	328	3.05%	213	551	3%	\$627.75	\$87.16	\$314.94	\$3,779.34
Area 5	109	1.00%	71	183	1%	\$210.93	\$62.19	\$339.12	\$3,997.43
Area 6	115	1.06%	75	193	1%	\$240.00	\$75.41	\$315.01	\$3,780.16
Area 7	216	1.99%	140	380	2%	\$244.08	\$177.87	\$361.65	\$4,339.80
Area 8	222	2.05%	143	371	2%	\$244.08	\$177.87	\$361.65	\$4,339.80
Net SF	10,861	100.00%	7,290	16,141	100%	\$7,955.77	\$8,672.97	\$10,906.00	\$131,053.09
Common Area	7,290								
Gross SF	18,151								

WATER	\$5,100.00
ELECTRIC	\$24,000.00
SECURITY	\$4,000.00
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg repairs	\$70,000.00
TOTAL	\$103,100.00
Estimate:	
Janitor	\$18,000.00
Lawn	\$7,000.00
Phone	\$15,000.00
Bldg Repairs & Supplies	\$10,000.00
Property Insurance	\$70,220.00
Total	\$70,220.00



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 109214

PAGE #: Page 1 of 1

P.O.DATE: 12/3/2013

DELIVERY BY: 12/3/2013

BUYER: Christina Torres

VENDOR: 14384

CHILD ADVOCATES OF FT BEND
5403 AVENUE N
ROSENBERG TX 77471
FAX:281-341-0798

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT COST</u>	<u>EXTEND COST</u>
1 LEASE Lease of office space (Area 8)	10	EA	\$641.65	\$6,416.50

COMMISSIONERS COURT APPROVAL 11.26.13

GRAND TOTAL: \$6,416.50

1.06 C.A.F.B. will provide the individual telephone handsets and wiring for the property. The S.O. will provide any additional equipment for its telephone service and will be responsible for any and all charges associated with the S.O.'s telephone usage. The S.O. will supply all office supplies, furniture and equipment their employees will use in the performance of their duties.

1.07 The offices utilized by the S.O. are exclusive to the operation of the S.O. and are subject to rules and operating procedure established by the County and the S.O., save and except those that conflict with C.A.F.B. rules and regulations. In such instances, if any, C.A.F.B. rules and regulations will control.

1.08 Non-exclusive common area of the building (hallways, kitchen, break-out room, conference and meeting rooms, bathroom, etc.) are available to all occupants of the property in conformity with the rules and regulations of C.A.F.B., as may be established from time to time without prior notice to any party.

1.09 C.A.F.B. will provide the S.O. with heat and air conditioning during regular office hours. If after hours or weekend, heat and air conditioning is required, C.A.F.B. reserves the right to be reimbursed the costs associated with such services.

1.10 This Agreement shall be effective on December 1, 2013, and shall remain in effect through **September 30, 2014**, unless terminated by either party giving thirty (30) days written notice to the other party.

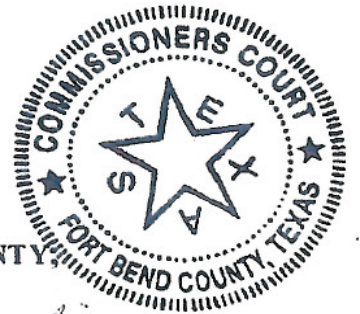
EXECUTION PAGE TO FOLLOW

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representation or modification concerning this instrument is of no force and effect excepting a subsequent modification in writing, signed by both parties hereto.

COUNTY:
FORT BEND COUNTY, a Texas Public Body

By: *Robert E. Hebert*
Robert E. Hebert, County Judge
Fort Bend County Commissioners Court

Date: 11-26-2013



Attest: *Dianne Wilson*
Dianne Wilson, County Clerk

CHILD ADVOCATES OF FORT BEND COUNTY
INC.

By: *Ruthanne Mefford*
Ruthanne Mefford, Executive Director

Date: 11/18/2013

Approved:

Troy E. Nehls
Troy E. Nehls, County Sheriff

Auditor's Certificate

This is to certify that funds are available in the amount of \$7700.00 to cover the County's obligation.

Ed Sturdivant
Ed Sturdivant, Auditor

MER/nm:CAFBI.SO 3471 (11/15/2013)

Exhibit A: Breakdown of costs

Exhibit A

CAFB PARTNER REIMBURSEMENT 2013
 Lease Area Calculations for Partner Reimbursement

Area	Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursement @ 1.25 SF	Share of Add'l Expenses/ Month	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	CAFB	7,044	64.92%	4,732	11,776	65%		\$5,632.53		
Area 2	District Atlys	1,246	11.48%	837	2,083	11%	\$2,803.87	\$998.51	\$3,600.38	\$43,204.52
Area 3	County Atlys	971	8.95%	632	1,603	9%	\$2,029.18	\$774.39	\$2,803.57	\$33,642.85
Area 4	CPS	928	8.55%	623	1,551	9%	\$1,939.32	\$740.10	\$2,679.42	\$32,153.00
Area 5	CASA Partner	109	1.00%	73	182	1%	\$227.70	\$87.16	\$314.94	\$3,779.34
Area 6	Viewing Room	115	1.08%	77	193	1%	\$240.93	\$92.13	\$333.12	\$3,997.43
Area 7	Law Enforcement	218	1.99%	145	360	2%	\$450.00	\$172.41	\$623.01	\$7,476.16
Area 8	CCS	222	2.05%	149	371	2%	\$464.08	\$177.57	\$641.65	\$7,699.80
Net SF		10,851	100.00%	7,250	18,101	100%	\$7,955.77	\$8,672.06	\$10,956.09	\$131,953.09
Common Area		7,250								
Gross SF		18,141								

NON-COMMERCIAL EXPENSES ESTIMATE

WATER	\$5,100.00
ELECTRIC	\$24,000.00
SECURITY	\$4,800.00
BUILDING MAINT - Includes Janitor, lawn service, phone, pest service, property insurance & bldg repairs	\$70,320.00
TOTAL	\$104,220.00
	Estimate
Janitor	\$16,000.00
Lawn	\$7,200.00
Phone	\$18,000.00
Bldg Repairs & Supplies	\$16,220.00
Property Insurance	\$10,800.00
Total	\$70,220.00

