

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**RENEWAL
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 District Attorney’s Office (hereinafter referred to as “D.A.”) and the Fort Bend County Attorney’s Office (hereinafter referred to as “C.A.”) 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 D.A. and C.A. offices. 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., the D.A. and C.A. Offices is not one of landlord/tenant. The D.A. and the C.A., its employees, representatives, agents or anyone on the property for the purpose of transacting business or meeting with the D.A. or C.A. are deemed to be licensees of the C.A.F.B.

1.04 The D.A. and C.A. 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., D.A. and C.A. 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. Fort Bend County shall pay the sum of **\$6,587.67** per month (\$3,702.41 for D.A. and \$2,885.26 for the C.A.) as compensation for the utilization of offices.

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

1.07 The offices utilized by D.A. and C.A. are exclusive to the operation of the D.A. and C.A. offices and are subject to rules and operating procedure established by the D.A. and C.A., 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 D.A. and C.A. 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 **October 1, 2016** and shall remain in effect through **September 30, 2017**, 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, County Judge
Fort Bend County Commissioners Court

Date: _____

Attest:

Laura Richard, County Clerk

CHILD ADVOCATES OF FORT BEND COUNTY, INC.

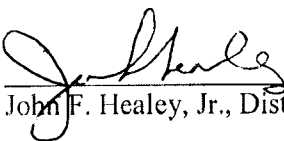
By: 

Ruthanne Mefford, Executive Director

Date: 10/4/2016

Approved:

Roy L. Cordes, Jr., County Attorney



John F. Healey, Jr., District Attorney

Auditor's Certificate

This is to certify that funds are available in the amount of **\$79,052.05** to cover the County's obligation.

Ed Sturdivant, Auditor

Exhibit A: Breakdown of costs

Exhibit A

CAF B PARTNER REIMBURSEMENT 2016 (Changes Sept 2016)
Lease Area Calculations for Partner Reimbursement

Area	Agency	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
		Office SF	%						
Area 1	CAF B	7,044	64.92%	11,776	85%	\$6,288.39			
Area 2	District Allys.	1,248	11.48%	2,063	11%	\$2,603.88	\$1,068.53	\$3,702.41	\$44,428.89
Area 3	County Allys.	971	8.95%	1,623	9%	\$2,029.19	\$858.08	\$2,885.26	\$34,623.16
Area 4	CPS	928	8.55%	1,551	9%	\$1,939.32	\$740.10	\$2,679.42	\$32,153.06
Area 5	GASA (CAF B)	109	1.00%	73	1%	\$227.79	\$88.10	\$323.89	\$3,886.84
Area 6	Viewing Room	115	1.06%	77	1%	\$240.93	\$101.64	\$342.58	\$4,110.92
Area 7	CAF B	216	1.99%	145	2%	\$450.60	\$190.10	\$640.70	\$7,688.41
Area 8	FBCSO	111	1.02%	75	1%	\$231.97	\$97.86	\$329.83	\$3,957.85
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Net SF		10,851	100.00%	7,290	100%	\$7,955.64	\$9,566.67	\$11,233.92	\$134,807.09
Common Area		7,290							
Gross SF		18,141							

*ADDITIONAL EXPENSES TO BE SHARED:

	BUDGETED AMT
WATER	\$4,800.00
ELECTRIC	\$27,000.00
SECURITY	\$4,500.00
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg. repairs	\$78,500.00
TOTAL:	\$114,800.00
	Estimate
Janitor	\$19,000.00
Lawn	\$9,300.00
Phone	\$18,000.00
Bldg. Repairs & Supplies	\$21,000.00
Property Insurance	\$11,200.00
Total	\$78,500.00

Q:\Building\AVENUE IN\Partner Reimbursements\Partner Reimb. \$\$ for 10th year Sept 2016 Change1