

THE STATE OF TEXAS           §  
  §  
COUNTY OF FORT BEND       §

**FACILITY USE AGREEMENT – MEMBER OF THE TEXAS HOUSE OF REPRESENTATIVES**

This Agreement is made and entered into between Fort Bend County, a body corporate and politic, acting herein by and through its Commissioner's Court ("County") and State Representative Ron Reynolds, Member of the Texas House of Representatives ("Representative").

**Recitals:**

WHEREAS, the Representative's permanent District Office was damaged during the recent Tropical Storm (Hurricane) Harvey severe weather event requiring extensive repairs; and

WHEREAS, the Representative seeks to use approximately one hundred (100) square feet of office space in the Fort Bend County Sienna Annex located at 5855 Sienna Springs Way, Missouri City, Texas 77459 as a temporary District Office ("Temporary Office") to serve the constituents of the 27<sup>th</sup> Texas State Legislative District; and

WHEREAS, the Commissioner Court of Fort Bend County finds, the constituents of the 27<sup>th</sup> Texas Legislative District and Fort Bend County should have access to the Representative and his staff during this recovery period; and

WHEREAS, the Commissioners Court of Fort Bend County further finds, the provision of office space to the Representative serves a public purpose and a benefit to the citizens of Fort Bend County.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**Agreement:**

1. The County agrees allow use of the Temporary Office in the Sienna Annex by the Representative, his staff, agents and other authorized personnel as a temporary District Office to serve the constituents of the 27<sup>th</sup> Texas State Legislative District. The Representative, his staff, agents and other authorized personnel and visitors also have the non-exclusive right to use the common areas of the Sienna Annex.

2. The Initial Term of this Use Agreement shall be for a period of six (6) months commencing on the 1st day of October, 2017, and ending on the 31<sup>st</sup> day of March, 2018, unless one party provides written notice to terminate as provided under this Use Agreement.

3. The Representative agrees to pay County the sum of \$100.00 per month as a monthly use fee during the term of this Use Agreement to cover the Representative's estimated prorated share of utilities and services provided at the Temporary Office, with the exception of voice/data services. The monthly use fee is due and payable by the Representative in advance on the first day of each month. The monthly use fee shall be made payable and submitted to Fort Bend County, 301 Jackson, Suite 301, Richmond, Texas 77469, Attention: Facilities Management & Planning.

4. General Terms and Conditions.

(a) The Representative shall use the Temporary Office solely for office space. The Representative shall not use the Temporary Office under any circumstance for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. The Representative shall keep the Temporary Office in good repair and free from waste. The Representative shall never leave the Temporary Office vacant, but shall in good faith continuously conduct and carry on the type of business for which the Temporary Office is to be used on all days, and during such hours, as are usual and customary in the geographic area in which the premises are located for that type of business. Any property kept, stored or maintained within the Temporary Office by the Representative shall be at the Representative's sole risk. The Representative shall not take any action that would constitute a nuisance or would disturb or endanger the County or other tenants or unreasonably interfere with their use of their respective premises; nor use, occupy or permit any portion of the Temporary Office to be occupied or used for any unlawful business purpose.

(b) Maintenance. The County agrees to maintain the property and Temporary Office in good repair and condition during the term of this Use Agreement. Maintenance is to include the following services: repair or replace worn floor surfaces; painting as needed; replacement of broken window glass; repair of roof and ceiling leaks; building exterior, interior; plumbing, heating, air conditioning and ventilating equipment and filters; fire protection equipment; miscellaneous valves; woodwork, locks, floor surfaces and coverings; lighting fixtures, and the replacement of all defective or burned-out light bulbs, fluorescent tubes, ballasts and starters. If the Representative causes damages to the Temporary Office, requiring above-listed maintenance services that go beyond "normal wear and tear", the Representative is responsible for paying to have the damages repaired. The County also agrees to provide general housekeeping services after hours of standard Fort Bend County work days (Monday – Friday, excluding The County's official holidays).

(c) The County warrants that the use of the premises to the Representative is authorized by the County's governing body.

(d) The County may enter the Temporary Office to (i) inspect the general condition and state of repair, (ii) to make repairs required or permitted under this Use Agreement, or (iii) for any other reasonable purpose.

(e) The Representative is responsible for securing, the installation of, and all costs of maintaining voice/data services to serve the Representative. The County agrees that the Representative may bring any and all furniture, fixtures and equipment reasonably necessary for the efficient exercise of the Representative's responsibilities and the parties agree that all property will remain property of the Representative. Any physical additions or improvements to the Temporary Office made by the Representative, and approved in writing by the County, will become the property of the County. The County may require the Representative, at the end of any term and at the Representative's expense, remove any physical additions and improvements, repair any alterations, and restore the Temporary Office to the condition existing at the commencement of the Representative's use, normal wear and tear excepted.

(f) Following the County's consent, the Representative shall have the right to place on the Temporary Office, signs which are permitted by applicable ordinances and the County's restrictions. The County may refuse consent to any proposed signage that is in the County's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Temporary Office or use of any other tenant. The Representative shall repair all damage to the Temporary Office resulting from the removal of signs installed by the Representative.

(g) On termination of this Use Agreement the Representative may, within a reasonable time and at its option and expense, remove any and all equipment or appliances placed or owned by the Representative. The Representative shall deliver the Temporary Office to the County in good order and condition given reasonable use and ordinary wear and tear. The Representative shall repair any and all damage to the Temporary Office caused by the removal of any equipment and/or appliances, including holes to any walls, normal wear excepted.

(h) If during the term of this Use Agreement the Temporary Office is condemned for any public purpose, the Representative may elect to terminate and cancel this Use Agreement upon thirty (30) days written notice to the County.

(i) In the event of minor damage to any part of the Temporary Office, and if such damage does not render the Temporary Office unusable for the Representative's purposes, the County shall promptly repair such damage subject to the terms of Paragraph 4(b). In making the repairs called for in this paragraph, the County shall not be liable for any delays resulting from strikes, governmental restrictions, acts of nature or inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of The County. If the Temporary Office cannot be occupied by the Representative, monthly use fee payments otherwise due will be either reduced or withheld for a prorated share of the Temporary Office that cannot be occupied. If the Temporary Office are damaged to a degree that it is unfit for occupancy, this Use Agreement will terminate and any use fee and other obligations will be prorated from the date the Temporary Office could no longer be occupied. The determination of whether the Temporary Office are damaged to a degree to render

them unfit for occupancy will be made by the applicable jurisdictional authority. If the County has available space which will meet the Representative's needs and offers same to the Representative, the Representative may at its option, occupy that space under the same terms and conditions as this Use Agreement.

(j) During the term of this Use Agreement, the Representative shall have the non-exclusive use in common with the County, other tenants of the building, their guests and invitees, of the non-reserved common meeting rooms, automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by the County.

(k) The County may retain, destroy, or dispose of any property left on the Temporary Office at the end of the term.

5. BREACH, DEFAULT and REMEDIES.

(a) Breach by County. County is in breach or default of this Use Agreement if it fails to perform any of duties or obligations of this Use Agreement. The Representative must give the County written notice of the breach or default. If the County fails or refuses to remedy the condition of the breach or default for a period of thirty (30) days the Representative may at its option:

- (i) Withhold monthly use fee payments until the breach or default is cured or corrected;
- (ii) Terminate the Use Agreement by providing written notice of intent to terminate and the effective date of termination;
- (iii) Take reasonable action necessary to correct the breach or default and deduct the costs incurred by the Representative from payments due or to become due under this Use Agreement; or
- (iv) Take other legal action as provided by law for breach or default of this Use Agreement.

(b) Breach by the Representative. The Representative is in breach and default under this Use Agreement if the Representative fails to make payments when due or fails to timely perform its duties and obligations under this Use Agreement. The County must give the Representative written notice of the breach or default. If the Representative fails or refuses to remedy the condition of the breach or default for a period of thirty (30) days the County may at its option:

- (i) Terminate the Use Agreement by providing written notice of intent to terminate and the effective date of termination.
- (ii) Take other legal action as provided by law for breach or default of this Use Agreement.

(c) No waiver. The failure of either party to enforce rights provided by this Use Agreement or by for breach or default will not act as a waiver of the right to demand compliance in the future.

6. VOLUNTARY TERMINATION – This Use Agreement may be terminated by either party, if neither party is currently in default, by providing the non-terminating party with thirty (30) days written notice of intent to terminate.

7. ASSIGNMENT – This Use Agreement may not be assigned.

8. LAW GOVERNING – This Use Agreement is governed by the laws of the state of Texas.

9. INSURANCE – At all times during the term of this Use Agreement, the Representative must maintain a policy of all-risk property insurance, issued by and bonded upon an insurance company licensed in the State of Texas, covering the Temporary Office (exclusive of contents), in an amount equal to not less than 80% percent of the replacement cost thereof. The Representative shall have no interest in the policy or policy proceeds and the County shall not be obligated to insure any furnishings, equipment, trade fixtures, or other personal property that the Representative may place or cause to be placed in the Temporary Office. The County must also maintain a policy or policies of comprehensive general liability insurance insuring the County against loss of life, bodily injury and/or property damage with respect to Common Areas, operation of the Building, parking lots and other improvements associated with the land upon which the Temporary Office is located, and any other losses caused by or related to the duties and obligations of the County under this Use Agreement. Any obligation by the Representative under this Use Agreement to obtain insurance is expressly made subject to the Representative's authority under state law to obtain such insurance. No insurance carrier of either party shall have a right of subrogation against the other party to this Use Agreement.

10. LIMITATION OF LIABILITY – The liability for acts or omissions of the agents and employees of either party or for injuries caused by conditions of tangible property is provided for solely by the provisions of the Texas Civil Practice and Remedies Code, Chapters 75, 101 and 102, and that Workers' Compensation Insurance coverage for state and county employees is provided as mandated by the provisions of Texas Labor Code, Chapter 504.

11. OTHER TERMS AND CONDITIONS.

(a) Entire agreement. This Use Agreement, and its amendments and attachments represent the entire agreement of the parties.

(b) Effective date. This Use Agreement is effective as of the date signed by the last party hereto below.

(c) Amendment. Amendments to this contract must be in writing and signed by both parties.

(d) Notices. All notices required by this Use Agreement must be sent to the following addresses:

State Representative Ron Reynolds  
2440 Texas Parkway, Suite 102  
Missouri City, Texas 77489

Fort Bend County Facilities Management/Planning  
Attention: Director  
301 Jackson Street, Suite 301  
Richmond, Texas 77469

## 12. EXECUTION

The parties have executed this Agreement on the dates indicated below. The effective date of this Use Agreement is the date signed by the last party hereto.

FORT BEND COUNTY, TEXAS

\_\_\_\_\_  
Robert E. Hebert, County Judge

Date signed: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Laura Richard, County Clerk

Approved:

\_\_\_\_\_  
James Knight, Director  
Facilities Management & Planning Department

State Representative Ron Reynolds

\_\_\_\_\_  
Date signed: \_\_\_\_\_