

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, 2017** and shall remain in effect through **September 30, 2018**, 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

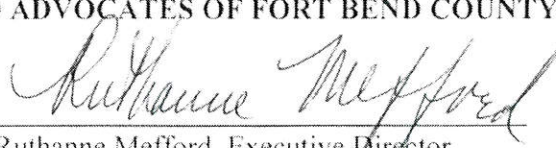
Date: _____

Attest:

Laura Richard, County Clerk

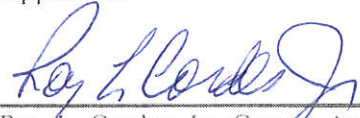
CHILD ADVOCATES OF FORT BEND COUNTY, INC.

By: _____

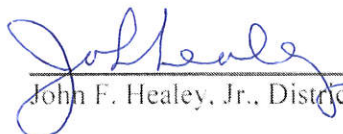

Ruthanne Mefford, Executive Director

Date: _____

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

Case Partner Reimbursement 2017
 Louisa Anne Calabellano for Partner Reimbursement

Office SF		%	Common Area Allocation		Total SF	Year Bldg Area	Spaced Radiator Assembled @ 1.26 SF	Share of Add'l Expense/Warranty	Total Partner Install	Total Partner Change/Year	Last Year 2015
Agency	Area 1	Area 2	Area 3	Area 4							
CR TO	2,084	66.32%	4,737	2,083	11,175	11%	52,500.456	\$7,500.54	\$5,702.41	\$24,258.41	\$ 4,428.49
Deaf of Area	Area 2	911	11.24%	632	1,632	34	12,024.19	3605.03	12,886.26	534,553.15	\$ 2,428.46
Area 3	Area 3	926	8.95%	523	1,523	34	11,936.44	\$749.10	12,675.47	532,153.03	\$ 2,582.08
Area 4	Area 4	926	1.95%	523	1,523	34	11,936.44	\$749.10	12,675.47	532,153.03	\$ 3,894.84
Area 5	CASA 23APP	150	1.01%	72	150	1%	3241.70	\$151.98	\$323.28	\$3,991.64	\$ 1,16.32
Area 6	WORLD 15007	115	1.03%	72	115	1%	3241.65	\$151.98	\$323.28	\$3,991.62	\$ 7,688.41
Area 7	CASA 7	716	1.04%	158	868	2%	3408.80	\$170.40	\$340.79	\$3,552.11	\$ 5,857.65
Area 8	Area 8	716	1.01%	158	868	1%	3241.87	\$151.98	\$323.63	\$3,958.67	\$ 5,858.17
Area 9	Area 9	111	1.02%	72	111	1%	3231.94	\$151.98	\$323.67	\$3,958.67	\$ 124,207.10
Area 10	Area 10	10,881	102.07%	7,236	18,117	100%	37,550.04	\$5,765.07	\$5,765.07	\$ 24,259.02	
Area 11	Area 11	1,298	1.02%	72	1,298						
Area 12	Area 12	1,298	1.02%	72	1,298						
Area 13	Area 13	1,298	1.02%	72	1,298						
Area 14	Area 14	1,298	1.02%	72	1,298						
Area 15	Area 15	1,298	1.02%	72	1,298						
Area 16	Area 16	1,298	1.02%	72	1,298						
Area 17	Area 17	1,298	1.02%	72	1,298						
Area 18	Area 18	1,298	1.02%	72	1,298						
Area 19	Area 19	1,298	1.02%	72	1,298						
Area 20	Area 20	1,298	1.02%	72	1,298						
Area 21	Area 21	1,298	1.02%	72	1,298						
Area 22	Area 22	1,298	1.02%	72	1,298						
Area 23	Area 23	1,298	1.02%	72	1,298						
Area 24	Area 24	1,298	1.02%	72	1,298						
Area 25	Area 25	1,298	1.02%	72	1,298						
Area 26	Area 26	1,298	1.02%	72	1,298						
Area 27	Area 27	1,298	1.02%	72	1,298						
Area 28	Area 28	1,298	1.02%	72	1,298						
Area 29	Area 29	1,298	1.02%	72	1,298						
Area 30	Area 30	1,298	1.02%	72	1,298						
Area 31	Area 31	1,298	1.02%	72	1,298						
Area 32	Area 32	1,298	1.02%	72	1,298						
Area 33	Area 33	1,298	1.02%	72	1,298						
Area 34	Area 34	1,298	1.02%	72	1,298						
Area 35	Area 35	1,298	1.02%	72	1,298						
Area 36	Area 36	1,298	1.02%	72	1,298						
Area 37	Area 37	1,298	1.02%	72	1,298						
Area 38	Area 38	1,298	1.02%	72	1,298						
Area 39	Area 39	1,298	1.02%	72	1,298						
Area 40	Area 40	1,298	1.02%	72	1,298						
Area 41	Area 41	1,298	1.02%	72	1,298						
Area 42	Area 42	1,298	1.02%	72	1,298						
Area 43	Area 43	1,298	1.02%	72	1,298						
Area 44	Area 44	1,298	1.02%	72	1,298						
Area 45	Area 45	1,298	1.02%	72	1,298						
Area 46	Area 46	1,298	1.02%	72	1,298						
Area 47	Area 47	1,298	1.02%	72	1,298						
Area 48	Area 48	1,298	1.02%	72	1,298						
Area 49	Area 49	1,298	1.02%	72	1,298						
Area 50	Area 50	1,298	1.02%	72	1,298						
Area 51	Area 51	1,298	1.02%	72	1,298						
Area 52	Area 52	1,298	1.02%	72	1,298						
Area 53	Area 53	1,298	1.02%	72	1,298						
Area 54	Area 54	1,298	1.02%	72	1,298						
Area 55	Area 55	1,298	1.02%	72	1,298						
Area 56	Area 56	1,298	1.02%	72	1,298						
Area 57	Area 57	1,298	1.02%	72	1,298						
Area 58	Area 58	1,298	1.02%	72	1,298						
Area 59	Area 59	1,298	1.02%	72	1,298						
Area 60	Area 60	1,298	1.02%	72	1,298						
Area 61	Area 61	1,298	1.02%	72	1,298						
Area 62	Area 62	1,298	1.02%	72	1,298						
Area 63	Area 63	1,298	1.02%	72	1,298						
Area 64	Area 64	1,298	1.02%	72	1,298						
Area 65	Area 65	1,298	1.02%	72	1,298						
Area 66	Area 66	1,298	1.02%	72	1,298						
Area 67	Area 67	1,298	1.02%	72	1,298						
Area 68	Area 68	1,298	1.02%	72	1,298						
Area 69	Area 69	1,298	1.02%	72	1,298						
Area 70	Area 70	1,298	1.02%	72	1,298						
Area 71	Area 71	1,298	1.02%	72	1,298						
Area 72	Area 72	1,298	1.02%	72	1,298						
Area 73	Area 73	1,298	1.02%	72	1,298						
Area 74	Area 74	1,298	1.02%	72	1,298						
Area 75	Area 75	1,298	1.02%	72	1,298						
Area 76	Area 76	1,298	1.02%	72	1,298						
Area 77	Area 77	1,298	1.02%	72	1,298						
Area 78	Area 78	1,298	1.02%	72	1,298						
Area 79	Area 79	1,298	1.02%	72	1,298						
Area 80	Area 80	1,298	1.02%	72	1,298						
Area 81	Area 81	1,298	1.02%	72	1,298						
Area 82	Area 82	1,298	1.02%	72	1,298						
Area 83	Area 83	1,298	1.02%	72	1,298						
Area 84	Area 84	1,298	1.02%	72	1,298						
Area 85	Area 85	1,298	1.02%	72	1,298						
Area 86	Area 86	1,298	1.02%	72	1,298						
Area 87	Area 87	1,298	1.02%	72	1,298						
Area 88	Area 88	1,298	1.02%	72	1,298						
Area 89	Area 89	1,298	1.02%	72	1,298						
Area 90	Area 90	1,298	1.02%	72	1,298						
Area 91	Area 91	1,298	1.02%	72	1,298						
Area 92	Area 92	1,298	1.02%	72	1,298						
Area 93	Area 93	1,298	1.02%	72	1,298						
Area 94	Area 94	1,298	1.02%	72	1,298						
Area 95	Area 95	1,298	1.02%	72	1,298						
Area 96	Area 96	1,298	1.02%	72	1,298						
Area 97	Area 97	1,298	1.02%	72	1,298						
Area 98	Area 98	1,298	1.02%	72	1,298						
Area 99	Area 99	1,298	1.02%	72	1,298						
Area 100	Area 100	1,298	1.02%	72	1,298						

BUDGET (FOUNT)		BUDGET (FOUNT)	
WINTER	15 2016/17	WINTER	15 2016/17
RECURRING	\$36 000.00	RECURRING	\$36 000.00
SECURITY		SECURITY	
BUILDINGS MAINT - includes		BUILDINGS MAINT - includes	
Jan 21, 2017 current, phone,		Jan 21, 2017 current, phone,	
fire, security, property		fire, security, property	
heat, water & sewer charges		heat, water & sewer charges	
TOTAL	\$36 000.00	TOTAL	\$36 000.00
largest	\$17,000.00	largest	\$17,000.00
2nd	\$10,000.00	2nd	\$10,000.00
3rd	\$9,000.00	3rd	\$9,000.00
Other	\$0.00	Other	\$0.00
Only 1 month & 1 sample	\$1,000.00	Only 1 month & 1 sample	\$1,000.00
Phone & Internet	\$3,000.00	Phone & Internet	\$3,000.00

On Sunday, April 14, 1968, the Tourist's Partner Hotel is for 11th year

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2017-269675

Date Filed:
10/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Bend County Child Advocates, Inc
Rosenberg, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14384

Agreement for use of office space- District Attorney and County Attorney

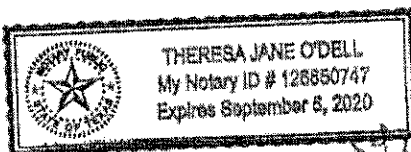
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Ruthanne McFford
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said *Ruthanne McFford*, this the 9 day of October, 2017, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath