

STATE OF TEXAS

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COUNTY OF FORT BEND

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**FY20 RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY  
AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.  
FOR LEASE SPACE FOR FORT BEND COUNTY SHERIFF'S OFFICE**

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."), a 501(c)(3) non-profit organization.

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 the 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. Fort Bend County shall pay

the sum of **SIX HUNDRED EIGHTY-FOUR DOLLARS AND 64/100 (\$684.64)** per month as compensation for the utilization of offices in Area 8.

**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 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 **October 1, 2019** and shall remain in effect through **September 30, 2020**, 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.

**FORT BEND COUNTY, a Texas Public Body**

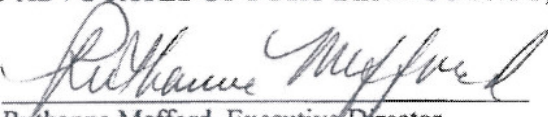
By: \_\_\_\_\_  
KP George, County Judge  
Fort Bend County Commissioners Court

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

Attest:

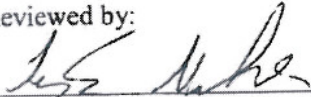
\_\_\_\_\_  
Laura Richard, County Clerk

**CHILD ADVOCATES OF FORT BEND COUNTY, INC.**

By:   
Ruthanne Mefford, Executive Director

Date: 5/7/2020

Reviewed by:

  
Troy E. Nehls, County Sheriff

**Auditor's Certificate**

This is to certify that funds are available in the amount of \$ 8,215.68 to cover the County's obligation.

\_\_\_\_\_  
Robert E. Sturdivant, Auditor

**Exhibit A: Breakdown of costs**

# EXHIBIT A



Rx 184729



January 23, 2020

Fort Bend Sheriff Office  
Fiscal Coordinator  
301 Jackson  
Richmond, TX 77469

Dear Leslie,

Please be advised that the cost for your new space at 5403 Avenue N will be as follows:

Office Square Ft:	180
Common Area Square Ft:	<u>61</u>
Total Square Ft:	241

Cost Per Month:	
Price per SF \$1.67	\$ 402.69
Share of Expenses (Please see attached list)	\$ 122.80
Management Fee per SF \$.66	<u>\$ 159.15</u>
TOTAL MONTHLY PARTNER REIMBURSEMENT	\$ 684.64

This amount will begin on your move in date and be prorated for the first month and following monthly amount will be \$684.64 until 9/30/2020. Beginning 10/1/2020 to 9/30/2021 the rent will be \$684.64.

If you have any questions, please contact Jane O'Dell at 281-344-5101 or Ruthanne Mefford at 281-344-5103.

Thank You,

*Ruthanne Mefford*  
Ruthanne Mefford  
Chief Executive Officer

CC: Troy Nehls

5403 Avenue N • Rosenberg, TX 77471 • Phone 281.341.9955 • Fax 281.341.0798 • [www.cafb.org](http://www.cafb.org)

Affiliated with Texas CASA, National CASA Association, Children's Advocacy Centers of Texas and National Children's Alliance

CAFB PARTNER REIMBURSEMENT 2020  
Lease Area Calculations for Partner Reimbursement

Area	Agency	Office SF	%	Common Area Allocation	Total SF	% of Bldg Area	Space Reimbursement @ 1.67 SF	Share of Add'l Expenses/ Month*	Management Fee \$8.00 SF/Yr.	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	CAFB-Admin/Dev/Exec	1,915	9.64%	656	2,571	9.64%	\$4,292.91	\$1,309.21	\$1,696.60	\$7,298.72	\$87,594.70
Area 2	Distinct Allys	2,721	13.70%	931	3,653	13.70%	\$6,100.29	\$1,860.41	\$2,410.89	\$10,371.59	\$124,459.10
Area 3	County Allys	1,536	7.73%	528	2,062	7.73%	\$3,443.23	\$1,050.08	\$1,360.80	\$5,854.10	\$70,249.23
Area 4	GPS	2,128	10.71%	729	2,857	10.71%	\$4,771.12	\$1,455.05	\$1,885.59	\$8,111.76	\$97,341.13
Area 5	CAFB-CASA	1,518	7.65%	520	2,040	7.65%	\$3,408.08	\$1,038.75	\$0.00	\$4,444.84	\$53,338.03
Area 6	CAFB-CAC	9,869	49.67%	3,378	13,248	49.67%	\$22,123.54	\$6,747.02	\$0.00	\$28,870.56	\$346,446.71
Area 7	CAFB	0	0.00%	0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Area 8	Law Enforcement	180	0.90%	61	241	0.90%	\$402.69	\$122.81	\$159.15	\$684.64	\$8,215.65
Area 9			0.00%	0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net SF		19,869	100.00%	6,801	26,671	100%	\$44,539.85	\$13,583.33	\$7,513.03	\$65,636.21	\$787,634.54
Common Area		6,801									
Gross SF		26,671									

\*ADDITIONAL EXPENSES TO BE SHARED

	BUDGETED AMT
WATER	\$9,000.00
ELECTRIC	\$40,500.00
SECURITY	\$3,500.00
BUILDING MAINT - includes Janitor lawn service, phone, pest service, property insurance & bldg repairs	\$110,000.00
TOTAL	\$163,000.00
Janitor	Estimate
Lawn	\$30,000.00
Phone	\$8,000.00
Bldg Repairs & Supplies	\$22,000.00
Property Insurance	\$30,000.00
Total	\$110,000.00



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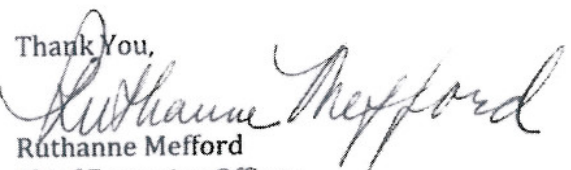
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