STATE OF TEXAS §
§
COUNTY OF FORT BEND §

RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND CHILD ADVOCATES OF FORT BEND COUNTY, INC. FOR LEASE SPACE FOR FORT BEND COUNTY DISTRICT ATTORNEY'S OFFICE AND COUNTY ATTORNEY'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, TX 77471; 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, the Texas County Purchasing Act, §262.022 (6) and §262.024 (6) Texas Local Govt. Code, exempts from competitive bidding contracts that are leases for land;

WHEREAS, the Fort Bend County Commissioners Court specifically finds that this is an Agreement for the least of land and therefore grants an exemption from competitive bidding, insofar as any competitive bidding statute might apply.

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 following sums **per month** as compensation for the utilization of offices.

October 1, 2021-September 30, 2022	District Attorney - $7,232.35	County Attorney- $4,083.34	In accordance with Exhibit A (which are the same rates as the 2020-2021 term)
October 1, 2022-September 30, 2023	District Attorney - $7,200.11	County Attorney- $4,065.14	In accordance with Exhibit B

1.06 The attached and incorporated Exhibits A and B identify all categories to be paid by Fort Bend County on a monthly basis and includes those amounts calculated with an intention to reimburse C. A. F. B. for a proportionate amount of the additional expenses which are shared among the property occupants. Both C. A. F. B. and Fort Bend County acknowledge and agree that the additional expenses shown in Exhibit A are an estimated amount. At the end of the Agreement term, the actual cost of the additional expenses will be calculated and any amounts owed to a party shall be paid by the other party within 30 days of notification of the balance due and agreement on the amount to be paid.

1.07 C.A.F.B. will provide wiring for the property. D.A. and C.A. will provide the individual telephone handsets and 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. CAFB will provide furniture to include: desks, bookcases, cubicles, conference table and chairs, credenza, flat screen television, visitor chairs in the attorney offices and desk chairs. D.A. and C.A. will supply all office supplies and any additional furniture and equipment their employees will use in the performance of their duties. Both the D.A. and the C.A. are authorized to modify Section 1.06 of the lease for their respective staff provided that C.A.F.B. agrees to modification and the change is in writing, signed by the C.A.F.B. and either the D.A. or C.A and a copy of the document is attached to the lease.

1.08 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.

1.09 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.

1.10 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.

1.11 The Parties acknowledge and agree that this Agreement is effective as of October 1, 2021 and shall remain in effect through September 30, 2022, unless terminated by either party giving thirty (30) days written notice to the other party. This Agreement automatically renews for a single one year term on October 1, 2022 through September 30, 2023 under the same terms and conditions subject to the pricing provisions of Section 1.05 and certification of funds by the County Auditor for the 2022-23 term.

1.12 Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of $100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

1.13 HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

1.14 \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.

Remainder left blank
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 _____ day of _____, 2022.

COUNTY:
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: 8/16/2022

Approved:

_____
Bridgette Smith Lawson, County Attorney

_____
Brian Middleton, District Attorney

AUDITOR'S CERTIFICATE
2021-2022

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 Ed Sturdivant, County Auditor

AUDITOR'S CERTIFICATE
2022-2023

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 Ed Sturdivant, County Auditor

Exhibit A: Breakdown of costs

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Exhibit A:
Breakdown of costs for 2021-2022

(which are the same rates as the 2020-2021 term)

CAFB PARTNER REIMBURSEMENT 2020 **
Lease Area Calculations for Partner Reimbursement
Version #1- Updated Expenses from 1/1/2020-12/31/2020

** shall also apply to reimbursement 2021-2022 pursuant to this Agreement

	Agency	Office SF	%	Common Area Allocation	Total SF	%of Total Bldg Area	Space Reimbursement @ 1.50 SF	Share of Add'l Expenses/ Month*	Total Partner Charge/ April 2020-Sept 2020	Total Partner Charge/Oct 2020 to Sept 2021
Blue	District Attys	2,721	13.69%	931	3,652	13.69%	$ 5,478.00	$1,754.36	$ 43,394.14	$86,788.26
Orange	County Attys	1,536	7.73%	526	2,062	7.73%	$ 3,093.00	$ 990.33	$ 24,499.98	$48,999.96
	All Other	15,612	78.57%	5,344	20,956	78.57%				
Net SF		19,869	100.00%	6,801	26,670	100%				
Common Area		6,801								
Gross SF		**26,670**								

*ADDITIONAL EXPENSES TO BE SHARED

	BUDGETED AMT
WATER	$8,197.23
ELECTRIC	$25,634.10
SECURITY	$5,280.97
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg repairs	$114,613.30
TOTAL	**$153,725.60**
	Estimate
Janitor	$36,940.12
Lawn	$10,054.85
Phone	$31,031.82
Bldg Repairs & Supplies	$16,232.51
Property Insurance	$20,354.00
Total	**$114,613.30**

	Agency		Monthly Amt
New Rate	DA		$7,232.35
New Rate	CA		$4,083.34

Q:\Building\New Building\Partners\Partner Reimb SS for 2019-20 DA CA Updated Exp 2020

Exhibit B:
Breakdown of costs for 2022-2023

Effective October 1, 2022

CAFB PARTNER REIMBURSEMENT 2022-23
Lease Area Calculations for Partner Reimbursement
Version #1- Updated Expenses from 1/1/2021-12/31/2021

	Agency	Office SF	%	Common Area Allocation	Total SF	%of Total Bldg Area	Space Reimbursement @ 1.50 SF	Share of Add'l Expenses/ Month*	Total Partner Charge/ April 2020-Sept 2020	Total Partner Charge/Oct 2020 to Sept 2021
Blue	District Attys.	2,721	13.69%	931	3,652	13.69%	$ 5,478.00	$1,722.12	$ 43,200.70	$86,401.39
Orange	County Attys.	1,536	7.73%	526	2,062	7.73%	$ 3,093.00	$ 972.13	$ 24,390.79	$48,781.57
	All Other	15,612	78.57%	5,344	20,956	78.57%				
Net SF		19,869	100.00%	6,801	26,670	100%				
Common Area		6,801								
Gross SF		**26,670**								

*ADDITIONAL EXPENSES TO BE SHARED:

	BUDGETED AMT
WATER	$7,420.98
ELECTRIC	$23,431.55
SECURITY	$4,460.23
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg. repairs	$115,587.84
TOTAL:	**$150,900.60**
	Estimate
Janitor	$44,659.38
Lawn	$12,875.00
Phone	$18,257.07
Bldg.Repairs & Supplies	$16,326.39
Property Insurance	$23,470.00
Total	**$115,587.84**

Agency		Monthly Amt
DA		$7,200.11
CA		$4,065.14

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