

STATE OF TEXAS

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COUNTY OF FORT BEND

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**FY23 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 SEVENTY-FIVE DOLLARS AND 52/100 (\$675.52)** per month as compensation for the utilization of offices in **Area 8** for a total of **EIGHT THOUSAND ONE HUNDRED AND SIX DOLLARS AND 24/100 (\$8,106.24)** as shown in the attached and incorporated in Exhibit "A".

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 as of **October 1, 2022** and shall remain in effect through **September 30, 2023**, unless terminated by either party giving thirty (30) days written notice to the other party.

1.11 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.

1.12 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. 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.

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{Execution to follow}

FORT BEND COUNTY, a Texas Public Body

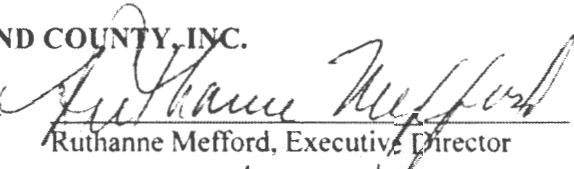
By: _____
KP George, County Judge
Fort Bend County Commissioners Court

Date: _____

Attest:

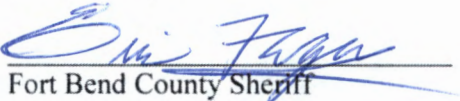
Laura Richard, County Clerk

CHILD ADVOCATES OF FORT BEND COUNTY, INC.

By: 
Ruthanne Mefford, Executive Director

Date: 12/13/2022

Reviewed by:


Fort Bend County Sheriff

Auditor's Certificate

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

Robert E. Sturdivant, Auditor

Exhibit A: Breakdown of costs

I:\AGREEMENTS\2023 Agreements Sheriff's Office\CAFB Lease\ CAFB SO FY23 (kns - 10.20.2022)

EXHIBIT A

CAFB PARTNER REIMBURSEMENT 2022 -2023
 Lease Area Calculations for Partner Reimbursement

	Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursement @ 1.87 SF	Share of Add'l Expenses/ Month	Management Fee \$8.00 SF/Yr..88/month	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 8	Law Enforcement	180	0.90%	61	241	0.90%	\$402.89	\$113.89	\$159.15	\$675.52	\$8,106.26
Gross SF		26,671									

*ADDITIONAL EXPENSES TO BE SHARED

BUDGETED AMT	
WATER	\$7,420.86
ELECTRIC	\$23,431.55
SECURITY	\$4,480.23
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg. repairs	\$115,587.84
TOTAL	\$150,800.80
	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