

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**LICENSE AND USE AGREEMENT BETWEEN THE FORT BEND COUNTY SHERIFF
AND THE FORT BEND COUNTY JUVENILE PROBATION BOARD
REGARDING AN ASSET FUNDED BY COMMISSARY FUNDS**

THIS AGREEMENT ("Agreement") is made and entered into by and between the duly elected Fort Bend County Sheriff, (hereinafter "Sheriff"), and the Fort Bend County Juvenile Probation Board, by and through the Juvenile Probation Department (hereinafter "Juvenile").

WHEREAS, on or about May 2019, Fort Bend County authorized construction of a greenhouse ("the Greenhouse") at the Fort Bend County Jail which Commissary Funds paid for;

WHEREAS, Commissary Funds are only authorized to be used for purposes specified by Texas Local Government Code Section 351.0415 which includes funding physical plant improvements, technology, equipment, programs, services, and activities that provide for the well-being, health, safety, and security of the inmates and the facility;

WHEREAS, the Greenhouse has been used for such purposes by the inmates at the Fort Bend County Jail;

WHEREAS, Texas Local Government Code Section 351.0415 (b) provides that exclusive control of the Commissary Funds rests with the Sheriff;

WHEREAS, the Sheriff now seeks the provision of maintenance and care services for the Greenhouse, an asset funded with Commissary Funds; and

WHEREAS, the Sheriff has accepted Juvenile's offer to provide such services;

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

1. During the term of this Agreement, Juvenile agrees to operate and maintain the Greenhouse in accordance with the attached and incorporated Exhibit A.
 - A. Juvenile will furnish all labor, personnel and equipment required to maintain, repair and care for the Greenhouse. All costs associated with the operation, repair and maintenance of the Greenhouse shall be the responsibility of Juvenile.
 - B. Juvenile shall provide an on-site manager to oversee all activities at the Greenhouse and will interact with designated Sheriffs staff liaison.
 - C. Juvenile shall be responsible for all costs associated with repairing or replacing any damage that may be done to the Greenhouse, unless such damage or vandalism is caused by the acts or omissions of Sheriff, its agents, employees, representatives, affiliates, successors or assigns.

- D. In the event that Juvenile is unable to provide a service or respond to a need at the Greenhouse, Juvenile will provide the Sheriff with a written notice of the service issues that require resolution. The Parties agree to work together to find a cooperative solution.
2. Juvenile shall assume full responsibility for the acts of any person that Juvenile allows at the Greenhouse , all of whom shall be subject to background checks per Texas Administrative Code section 344.300 and notification of the Sheriff or his staff liaison. The Sheriff reserves the right to request immediate removal of anyone Juvenile permits at the Greenhouse found unacceptable for any reason, at no cost to the Sheriff.
 3. Juvenile will provide services to maintain the asset at no cost but as consideration will be granted a License to use the greenhouse for vocational education and training. The Sheriff agrees to allow Juvenile use of the Greenhouse, which is owned by Fort Bend County. The Sheriff shall have no responsibilities toward maintenance or operation of the Greenhouse for the term of the agreement. .
 4. The Greenhouse shall remain the sole property of the County, at all times, except for any furniture and equipment moved into the Greenhouse by Juvenile, which shall be the property of Juvenile.
 5. The relationship between the Sheriff and Juvenile is not one of landlord/tenant. Juvenile, its employees, representatives, agents or anyone on the property for the purpose of transacting business or meeting with Juvenile are deemed to be licensees authorized by the Sheriff to be on the Property and use the Greenhouse for a specific purpose. The License granted to Juvenile does not transfer an interest in the real property. It is personal to Juvenile and any attempt to transfer the License terminates it.
 6. The Sheriff has the exclusive right to determine all rules, requirements, operating procedures, architectural design control, and decorating decisions with regard to the Greenhouse . Prior to the construction, placement, or removal of any and all improvements by Juvenile at the Greenhouse, Juvenile must request and receive permission and approval from the Sheriff in writing to construct, place or remove any and all such improvements.
 7. This Agreement shall be effective as of the date executed by both Parties and shall continue in full force and effect through September 30, 2025 unless sooner terminated by 30 days written notice to the other Party. Provided that neither party is in default in the performance of their obligations hereunder, this Agreement shall automatically and indefinitely renew for additional one year terms each October 1, until either party gives notice of its intent to terminate the Agreement or unless otherwise terminated as provided for herein. All the terms and conditions during the renewal period(s) shall be the same as during the original term, unless modified by the parties in writing as provided herein.
 8. The Parties do not, in any way or for any purpose, become partners in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise.
 9. Juvenile may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the Greenhouse without first obtaining the Sheriff's written consent.

Laura Richard
Fort Bend County Clerk
Exhibit A: Site Plan

NOT FOR PUBLIC POSTING

OR DISTRIBUTION

IN THE INTEREST OF FACILITY SAFETY

Exhibit A:
Site Plan

On File with the Sheriff and Juvenile initialed by both parties

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