

FORT BEND COUNTY FY 2009
 COMMISSIONERS COURT AGENDA REQUEST FORM

14

Return Completed Form by E-Mail to: Agenda Coordinator, County Judge's Office

Date Submitted: May 27, 2009	Submitted By: Michel Davis
Court Agenda Date: June 2, 2009	Department: Fairgrounds
	Phone Number: 281 642 3716

SUMMARY OF ITEM:
 Take all appropriate action on Agreement between Fort Bend County and Fort Bend Regional Council on Substance Abuse, Inc. for use of the Bud O'Shieles Community Center.

RENEWAL AGREEMENT/APPOINTMENT YES NO
 REVIEWED BY COUNTY ATTORNEY'S OFFICE: YES NO

List Supporting Documents Attached: Lease Agreement

FINANCIAL SUMMARY:

BUDGETED ITEM: YES NO

FUNDNG SOURCE: Accounting Unit: _____ Account Number: _____
 Activity (If Applicable): _____

DESCRIPTION OF LAWSON ACCOUNT: _____

COUNTY JUDGE
 RECEIVED
 MAY 27 2009

Instructions to submit Agenda Request Form:

- Completely fill out agenda form: incomplete forms will not be processed.
- Agenda Request Forms should be submitted by e-mail, fax, or inter-office mail, and all back-up information must be provided by Wednesday at 2:00 p.m. to all those listed below.
- All original back-up must be received in the County Judge's Office by 2:00 p.m. on Wednesday.

DISTRIBUTION:
 Original Form Submitted with back up to County Judge's Office (✓ when completed)
 If by E-Mail to ospindon@co.fort-bend.tx.us If by Fax to (281) 341-8609

Distribute copies with back-up to all listed below. If by fax, send to numbers below:

<input checked="" type="checkbox"/> Auditor (281-341-3774)	<input checked="" type="checkbox"/> Comm. Pct. 1 (281-342-0587)
<input checked="" type="checkbox"/> Budget Officer (281-344-3954)	<input checked="" type="checkbox"/> Comm. Pct. 2 (281-403-8009)
<input checked="" type="checkbox"/> Facilities/Planning (281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3 (281-242-9060)
<input checked="" type="checkbox"/> Purchasing Agent (281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4 (281-980-9077)
<input checked="" type="checkbox"/> Information Technology (281-341-4526)	<input checked="" type="checkbox"/> County Clerk (281-341-8697)
<input type="checkbox"/> Other:	<input checked="" type="checkbox"/> County Atty (281-341-4557)

RECOMMENDATION / ACTION REQUESTED:
 Take all appropriate action on Agreement between Fort Bend County and Fort Bend Regional Council on Substance Abuse, Inc. for use of the Bud O'Shieles Community Center.

Special Handling Requested (specify):

6-4-09 2 orig. ret. to Mike Davis at Parks

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

**LEASE AGREEMENT BETWEEN FORT BEND COUNTY AND
FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC.**

THIS AGREEMENT made and entered into by and between FORT BEND COUNTY, a body corporate and politic under the laws of the State of Texas, hereinafter referred to as "County", and FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC., a Texas non-profit corporation, acting herein by and through its duly authorized officers, hereinafter referred to as "FB Regional Council."

WITNESSETH:

WHEREAS, FB Regional Council is a community based organization addressing the needs of the County's citizens that are affected by alcohol and drug abuse by administering and providing programs that will assist these individuals in the improvement of their quality of life as well as their mental and physical health. These specialized programs include assessment and evaluation programs, referral services, case management and education pertaining to alcohol and drug dependency.

WHEREAS, County owns a facility located at 1330 Band Road, Rosenberg, Texas 77479, known as the Bud O'Shieles Community Center, hereinafter referred to as "Center;"

WHEREAS, it is in the public interest, and serves the general welfare of the community, for a portion of the Center, and its related facilities, to be utilized by the FB Regional Council for the purpose of providing and administering certain programs for the County's citizens that are affected by alcohol and drug dependency;

WHEREAS, such portion of the Center, and its related facilities, are well suited for the purposes for which the FB Regional Council was established and would further facilitate the implementation of its program of services and the delivery of such services to those persons served by the Center who would benefit thereby;

WHEREAS, the County is willing to furnish to the FB Regional Council and the FB Regional Council is willing to lease a portion of the Center for the exclusive purpose of implementing its programs to the County's affected citizens who reside in the area served by the Center, such use of the Center being in the public interest and a proper exercise of the authority of the County under law to provide for its citizens affected by alcohol and drug dependency;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties herein named, it is agreed as follows:

AGREEMENT

I. TERM AND TERMINATION

- A. Subject to and upon the provisions hereinafter set forth, the County does, by these presents, grant unto FB Regional Council, the right to lease office space in the Bud

O'Shieles Community Center from **6:30 P.M. to 9:30 P.M.**, Monday through Thursday, commencing **June 2, 2009** and ending **September 30, 2009**. Said designated area to be hereinafter called "office space," is located in the Bud O'Shieles Community Center, 1330 Band Rd., Rosenberg, Texas 77471.

- B. As consideration of this Lease Agreement, FB Regional Council will pay to the County, without demand, a monthly payment in the amount of THREE HUNDRED DOLLARS (\$300.00), commencing no later than June 10, 2009, with successive payments at the rate of THREE HUNDRED DOLLARS (\$300.00) per month, due on or before the 10th day of each month thereafter, until and including September 2009. Payments shall be made in the following manner:

Checks must be payable to: Fort Bend County

Checks must be sent to: Fort Bend County Fairgrounds
301 Jackson, #36
Richmond, Texas 77469

- C. This Lease shall automatically renew for successive 12-month periods on the first day of October each year thereafter unless terminated as provided elsewhere, or unless one party gives the other thirty (30) days notice of its intent not to renew. The Lease shall renew under the same terms and at the same rate described herein.
- D. This Agreement may be terminated, with or without cause, prior to the expiration of the term herein, at the option of either County or FB Regional Council, upon the giving of thirty (30) days written notice to the other party in the manner and form provided for herein.
- E. Upon the expiration or termination of the Term, for whatever cause, FB Regional Council shall, within 72 hours of notice of termination, quietly and peaceably, surrender to County possession of the office in "broom clean" and good order, condition and repair, except only for ordinary wear and tear.
1. In the event FB Regional Council fails to surrender possession as herein required, County may initiate any and all legal action as County may elect to dispossess FB Regional Council and all of its property, and all persons or firms claiming by, through or under FB Regional Council and any and all property, from the assigned office, and may remove from the assigned office and discard (without any liability for loss, theft, damage or destruction thereto) any such property left at the Center belonging to FB Regional Council.
 2. In the event FB Regional Council fails to surrender possession of the assigned office space in the condition herein required, County may restore the assigned office space to the same condition at the commencement of this agreement, less normal wear and tear. FB Regional Council shall reimburse County, within ten (10) business days of receipt of invoice, any costs to County such condition.
- F. FB Regional Council will make no use of any common or shared area in any manner or form that shall unreasonably interfere with the use being made of such area by any other party authorized to use the same, whether such use be authorized by law, rule, regulation or agreement.

- G. Prior to its use of any multi-purpose, conference or meeting room in the Center, FB Regional Council shall consult with Fort Bend County's Fairgrounds/Facilities Coordinator, or their designee, for the purpose of scheduling such use. FB Regional Council will abide by and respect all reasonable requests that may be made by the Fort Bend County Fairgrounds/Facilities Coordinator regarding the use of the Center by FB Regional Council of such rooms or any other areas held in common or otherwise shared by those parties authorized to use the Center.
- H. The Fort Bend County Fairgrounds/Facilities Coordinator shall consider all requests for use of all or portions of the Center, excluding the "office space," with priority being given in the following order:
- a. First, to Fort Bend County;
 - b. Second, to resident's of Fort Bend County; and
 - c. Third, to FB Regional Council
- I. Access to and the use of any parking areas adjacent to the premise by FB Regional Council shall be shared with all other parties entitled to use the same.
1. FB Regional Council has no entitlement to reserved parking; Access to and use of the parking areas shall be on a first come, first served basis.
 2. As used in throughout this Agreement, whenever the context otherwise requires, the term "FB Regional Council" includes FB Regional Council's clients, patrons, invitees, permittees, licensees or any other persons, whether natural or corporate, holding under FB Regional Council, and FB Regional Council will, to the extent practicable, advise such parties of their responsibilities regarding the use of any common shared areas.
- J. FB Regional Council expressly authorizes County and County's designee access and use of the office space at all other times than those set forth in Section IA above.

II. ACCEPTANCE OF OFFICE SPACE

- A. FB Regional Council agrees that it:
1. Has made its own inspection of the office space;
 2. Accepts the office space in the condition in which it exists on the date of this Agreement;
 3. Has made its own determination as to the suitability of the office space for the uses for which FB Regional Council may put the same;
 4. Has received and is receiving from the County hereunder, absolutely no warranty or representation as to the condition of or suitability of the office space.

III. MODIFICATIONS TO OFFICE SPACE

- A. FB Regional Council shall be responsible for the equipping and the furnishing of the office space in a manner suitable for the uses which it will be put, including the installation of any personal property, trade fixtures or other special equipment or the making of any non-building standard improvement, as well as the cost thereof.

- B. In the event the installation of any non-building standard improvement or trade fixture is contemplated, FB Regional Council shall consult with Commissioners' Court and receive written permission prior to commencing any work and shall comply with any special instructions which Commissioners' Court, or its designee, may have concerning the installation.
1. All work shall be performed in a manner that minimizes the disruption to any other user of the Center's facilities and which will result in the least amount of damage or alteration to the structure.
 2. Subject to the terms and provisions of this subsection, to the extent the existing wiring, plumbing or other systems are adequate for its needs, FB Regional Council may use the same.
 - a. Should any such existing wiring, plumbing or other systems be inadequate for FB Regional Council's needs, and it becomes necessary for such systems to be upgraded or modified, FB Regional Council may, at its sole cost and expense, upgrade or modify any existing wiring, plumbing or other systems upon the prior written consent of Commissioners' Court.
 - b. FB Regional Council may make alterations for the above described purposes in those areas of the Center outside the assigned office space so long as they are done without unnecessary disruption to the operation of the Center and with reasonable dispatch.
 - c. FB Regional Council shall alone bear the cost of any alteration, modification or upgrading of existing systems and shall promptly restore the affected areas to an architecturally whole condition, or in the alternative, County may restore the same and FB Regional Council shall reimburse the County for the reasonable expense thereof within ten (10) business days of receipt of invoice.
 3. FB Regional Council will secure the services of reputable contractors in the conduct of any work performed and will be responsible for any damages occurring to the Center, including the assigned office space, caused by the acts of its contractors or agents.
- C. Notwithstanding anything contained herein to the contrary, any and all repairs, modifications, upgrades and/or replacements, of any kind, to the assigned office space must follow and comply with all County guidelines and be approved by Commissioners' Court, or their designee, in writing, prior to commencement.
- D. Any and all modifications to the appearance of the assigned office space must meet County standards and be approved by Commissioners' Court, or their designee, in writing, prior to commencement.
- E. County shall be responsible for all modifications or alterations necessary to comply with the Americans with Disabilities Act and/or the Texas Architectural Barriers Act, and all other valid laws, ordinances, regulations and other requirements, now or hereafter in force, of all federal, state and local governmental bodies and agencies which are applicable to the assigned office space and common areas of the Center;
- F. FB Regional Council will not permit any mechanic's lien, or liens, or any other type of lien to be placed upon the Center and/or the assigned office space or upon improvements on the Center and/or the assigned office space.

1. If a mechanic's lien or any other type of lien is filed on the Center and/or the assigned office space or on improvements to the Center and/or the assigned office space, FB Regional Council will promptly pay the lien.
 2. If default in payment and/or removal of the lien continues for thirty (30) days after written notice from County to FB Regional Council, County may, at its option, pay the lien or any portion of it without inquiry as to its validity.
 3. Any amounts paid by County to remove a mechanic's lien or any other type of lien caused to be filed against the Center and/or the assigned office space or against improvements on the Center and/or the assigned office space by FB Regional Council, including expenses and interest, shall be due from FB Regional Council to County and shall be repaid to County immediately on rendition of written notice. Any payment and/or removal of any lien by County shall call for immediate termination of this agreement.
- G. A lien will be filed under Chapter 9 of the Business and Commerce Code to pledge equipment listed as security for payment of this Agreement.
- H. Upon the expiration of the initial term of this Agreement, or upon the expiration of any extended term, should such term have been extended, whether once or successively, all personal property, trade fixtures or non-building standard improvements placed in the assigned office space by FB Regional Council shall be removed by FB Regional Council upon the request of County.
- I. In the event the installation of any such personal property, trade fixture or non-building standard improvement alters the assigned office space such that its removal will damage the premise, FB Regional Council shall repair and restore the same to an architecturally whole condition such that it may again be used for the purposes for which it was originally constructed.

IV. USE OF OFFICE SPACE

- A. FB Regional Council shall use the assigned office space for the purpose of operating its programs and for no other activity or event which is not sponsored by FB Regional Council or not otherwise permitted or sanctioned under its articles of incorporation, charter, by-laws, policies or which is not otherwise provided for under the laws, rules or regulations governing recipients of grants or financial assistance.
- B. FB Regional Council will at all times comply with any and all orders, regulations and policies, and amendments thereto, issued by the County for the purpose of maintaining an orderly and compatible use of the Center by all parties involved.
- C. Any FB Regional Council event or activity permitted under the terms of this Agreement to be conducted in the assigned office space shall be supervised by FB Regional Council's personnel or designated representatives who shall be properly trained, adequate in number and who shall remain in the assigned office space during the course of the event or activity.

- D. FB Regional Council will not use or allow the assigned office space to be used for any unlawful purposes; nor will FB Regional Council cause, maintain or permit any nuisance in or about the assigned office space, or commit or suffer to be committed any waste of or upon the assigned office space.
- E. FB Regional Council will keep the assigned office space in a neat and clean condition at all times.
- F. At all times FB Regional Council will operate its programs at the Center in a manner that portrays the County in a positive light and in a manner that upholds the lofty ideals and standards of the County, as reasonably determined solely by County.
 - 1. At no time will FB Regional Council operate its programs at the Center in a manner that would bring harm or disrepute to County, as reasonably determined solely by County, nor will FB Regional Council allow and/or tolerate any such activity.
 - 2. Breach of this subsection shall be grounds for immediate termination of this Agreement.
- G. FB Regional Council will not, in its use of and operations on and within the assigned office space:
 - 1. Bring or allow to be brought or kept in the assigned office space, or the Center, illegal weapons, illegal substances and/or alcoholic beverages of any kind; or
 - 2. Permit in or around the assigned office space, or the Center, the existence of any unsafe or unsanitary condition.
- H. The County may enter the assigned office space at any time:
 - 1. To inspect same;
 - 2. To determine whether FB Regional Council is complying with the provisions of this Agreement;
 - 3. To post notices;
 - 4. To make repairs or provide maintenance; and/or
 - 5. For any reason that County may, in its sole discretion, deem worthy.
- I. FB Regional Council will not, in its use of and operations on and within the assigned office space:
 - 3. Bring or allow to be brought or kept in the assigned office space, or the Center, illegal weapons, illegal substances and/or alcoholic beverages of any kind; or
 - 4. Permit in or around the assigned office space, or the Center, the existence of any unsafe or unsanitary condition.

V. ASSIGNMENT

- A. FB Regional Council will not, in whole or in part, transfer, assign, all or any portion, abandon, or otherwise dispose of its rights under this Agreement, without the prior express written consent of County.
- B. Any such transfer, assignment, abandonment or other disposition, without the prior written consent of County, or any assignment of FB Regional Council's rights hereunder by operation of law, is void and of no force and effect as against County.

- C. Subject to the above requirement that County's written consent first be obtained upon the assignment or transfer of rights under this Agreement by FB Regional Council, the party to which such rights are assigned or transferred shall be bound by the terms and provisions of this Agreement to the same extent as FB Regional Council, and the instrument of assignment or other written evidence of the transfer of rights under this Agreement shall include a provision to such effect.
- D. Notwithstanding anything contained herein to the contrary, an assignment, or transfer of rights under the terms of this Agreement by FB Regional Council shall be subject to the terms of 45 CFR 74.134 regarding the use and disposition of any interest in the assigned office space vested in FB Regional Council under the terms of the Agreement.

VI. UTILITIES

- A. Without limitation, and as part of the consideration for the grant by the County of its right to use the premise, FB Regional Council will, at its own expense, separately secure and contract for telephone and/or telecommunications services, including local and/or long distance telephone service as well as internet service, which may be necessary to FB Regional Council in its enjoyment and use of the assigned office space.
- B. Water, gas and electricity shall be the responsibility of County.
- C. County will be solely responsible for any and all charges of any kind incurred as a result of the installation, commencement or use of any utility service, (except for telephone and/or telecommunications services, including local and/or long distance telephone service as well as internet service), including, by way of description only and not by way of limitation, all deposits, installation or connection fees, charges for monthly service, charges for upgraded services or other miscellaneous fees, whether such expenses or charges are for electricity, water, sewage, gas or other utility available to the public in the area where the assigned office space is located.
- D. Notwithstanding anything contained herein to the contrary, the provisions of this Article VI. apply equally to any alarm system or service installed by FB Regional Council on the premise, including the provisions obligating FB Regional Council to pay all charges of any kind as to the installation or use of any utility.
 - 1. For purposes of this agreement, an alarm system, including related sensors, or control panels, shall be considered and treated as a separate metering system and will be governed by the same provisions.
- E. County be responsible for pest control, janitorial and custodial services for the assigned office space. County shall not be responsible for any loss or damage to FB Regional Council as a result of theft by any janitorial or custodial services.
- F. FB Regional Council shall be responsible for the security of the assigned office space.

VII. MAINTENANCE AND REPAIRS

- A. County shall be responsible for the maintenance and repair of the building structure of the assigned office space, including the maintenance and repair of the foundation, load bearing walls, exterior walls, sub-flooring and roof.

- B. County shall be responsible for the repair and maintenance of the Center's mechanical, utility and plumbing system.
- C. County shall be responsible for the repair and maintenance of any heating, ventilation and air-conditioning system or the outdoor lighting serving the assigned office space.
- D. County shall be responsible for the care, maintenance and up-keep, including the landscaping of any common or shared areas, such as breezeways, parking lots, sidewalks, multi-purpose rooms and storage areas.
- E. In the event the Center or any part thereof, including the assigned office space, becomes unfit because of its condition or state of repair, this Agreement may be terminated at the option of FB Regional Council, by giving written notice to that effect to County in the manner and form provided for herein.
- F. County shall perform all maintenance, repair and painting of the interior of the assigned office space.
- G. FB Regional Council, at the end of each day, shall leave the assigned office space clean and free of clutter, in order that other users may have free and unhindered use of the premises.
- H. FB Regional Council be responsible for the repair and replacement of any damage to the office space, including but not limited to: indoor lighting, electrical fixtures, carpets, water fountains, flooring materials, cabinets, doors and locks, plumbing fixtures in the kitchen and restroom areas, as determined solely by County.

VIII. INSURANCE

- A. FB Regional Council shall secure, and at all times during the term of this Agreement (including any extension thereof), carry and maintain, at its own expense, liability insurance providing for fire and general liability coverage as to all of its personal property located at or near the assigned office space, including any trade fixtures or non-building standard improvements made or installed by FB Regional Council.
 - 1. Such policy or policies of insurance shall specifically be endorsed to cover damage due to vandalism, mischief and sprinkler leakage.
- B. FB Regional Council shall also secure, and at all times during the term of this agreement (including any extension thereof), carry and maintain, at its own expense, comprehensive general liability and property liability insurance with liability limits of not less than One Million Dollars (\$1,000,000.00) for injury to or death of one or more persons in any one occurrence, and Five Hundred Thousand Dollars (\$500,00.00) for damage to or destruction of, property in any one occurrence.
- C. FB Regional Council shall secure and at all times during the term of this Agreement (including any extension thereof) carry and maintain, at its own expense, Workers' Compensation and Employers' Liability Insurance as prescribed by applicable law, including insurance covering liability under the Longshoremen's and Harbor Workers' Act and the Jones Act, if applicable.
- D. County shall be named as an additional insured, as its interest may appear, and the policies shall contain cross liability endorsements.

- E. FB Regional Council may carry said insurance under a blanket policy.
- F. Insurance required hereunder shall be maintained by insurance rated A or better by "Best's Insurance Guide."
- G. No insurance policies required hereunder shall be cancelable or subject to reduction of coverage except after ten (10) days prior written notice to County.
- H. FB Regional Council shall furnish County with certificates of all insurance required under this Agreement. Failure on the part of FB Regional Council to provide such certificates within thirty (30) days of obtaining possession of the office space, or the lapse of any insurance required hereunder shall call for the immediate cancellation of this agreement.

IX. NONDISCRIMINATION POLICY

- A. FB Regional Council shall comply with, and cause all who take advantage of its programs and offerings at the Center to comply with, Title VI of the Civil Rights Act of 1964, in that "no person shall, on the ground of race, color, or national origin, be excluded from participating in, be denied the benefits of, or be subjected to discrimination."
 - 1. In addition, no person shall be excluded from participation or denied the benefits of FB Regional Council's services on the basis of creed.
 - 2. FB Regional Council will publicize this policy.

X. NOTICE

- A. Any notice required or permitted hereunder to be given, shall be given by registered or certified United States Mail, return receipt requested, postage prepaid, addressed to:

To County:
 Fort Bend County
 301 Jackson, 7th Floor
 Richmond, Texas 77479
 Attn: County Judge

To FB Regional Council
 Fort Bend Regional Council
 on Substance Abuse, Inc.
 104335 Greenbough
 Stafford, Texas 77477
 Attn: Lisa Osborne-Poynor, Executive Director

To Fort Bend County Fairgrounds/Facilities Coordinator
 301 Jackson, #36
 Richmond, Texas 77469

XI. INDEMNIFICATION

- A. **FB REGIONAL COUNCIL EXPRESSLY AGREES TO INDEMNIFY AND HOLD COUNTY, ITS AGENTS, EMPLOYEES AND OFFICERS (THE FOREGOING ARE COLLECTIVELY REFERRED TO HEREIN AS "COUNTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS AND RELATED EXPENSES IN ANY MANNER WHATSOEVER, ARISING OUT OF THE USE**

OF THE LEASED PREMISES AND ALL EVENTS AND/OR ACTIVITIES OF F.B.COUNCIL, ITS OFFICERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, MEMBERS, AGENTS, GUESTS, INVITEES AND VOLUNTEERS INCIDENT TO THIS AGREEMENT.

- B. **FB REGIONAL COUNCIL SHALL INDEMNIFY AND HOLD HARMLESS THE COUNTY FROM THE ALLEGED JOINT, CONCURRENT OR SOLE NEGLIGENCE, OR OTHER FAULT OF FB REGIONAL COUNCIL.**
- C. **FB REGIONAL COUNCIL WAIVES AND RELEASES ANY CAUSE OF ACTION OR RIGHT OF RECOVERY WHICH FB REGIONAL COUNCIL MAY HAVE AGAINST COUNTY FOR ANY LOSS OR DAMAGE TO FB REGIONAL COUNCIL'S PERSONAL PROPERTY LOCATED AT OR NEAR THE ASSIGNED OFFICE SPACE.**

XII. MISCELLANEOUS


- A. FB Regional Council will promptly and fully comply with all valid laws, ordinances, regulations or other requirements, now or hereafter in force, of all federal, state and/or local governmental bodies and agencies which have jurisdiction of any nature over the office space or FB Regional Council's use thereof.
- B. FB Regional Council expressly agrees that that the Center is a county building, open to the public, and that at times could pose a hardship on the operations of FB Regional Council.
- C. FB Regional Council expressly states that it understands that there will be times when County or its designee shall need to use the premises during the time period that FB Regional Council would normally occupy the room and FB Regional Council expressly agrees to accommodate such disruptions.
- D. County agrees that it will endeavor to inform FB Regional Council as far in advance as possible of an event that would cause it to displace FB Regional Council from the room and to make reasonable accommodations when it requires FB Council to vacate the room.
- E. All rights and remedies provided hereunder shall be cumulative and none shall exclude any other provision of this Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.
- F. A waiver by either party of a breach of this Agreement by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.
- G. To the extent applicable and allowed by law, FB Regional Council will participate in the record keeping system and/or requirements of the Center required by Fort Bend County.
- H. FB Regional Council warrants and represents unto County that:
1. FB Regional Council is a duly organized and existing legal entity, in good standing in the state of Texas;
 2. FB Regional Council has full right and authority to execute, deliver and perform this Agreement;

3. The person executing this Agreement on behalf of FB Regional Council was authorized to do so; and
 4. Upon request of County, such person will deliver to County satisfactory evidence of his or her authority to execute this Agreement on behalf of FB Regional Council.
- I. This Agreement constitutes the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written instrument duly executed by the County, acting through its Commissioners Court, and FB Regional Council.
 - J. FB Regional Council hereby agrees that no representations or grants or rights or privileges shall be binding upon County unless expressed in writing in this Agreement.
 - K. This Agreement shall supersede any and all prior agreements between the parties hereto relating to the assigned office space and to the extent of any inconsistencies in the provisions of this Agreement with the provisions of any said prior agreement, the provisions of this agreement shall control.
 - L. Except as otherwise provided for herein, all consents, rules, and regulations as provided for herein by the County shall only be those approved or adopted by the Commissioners Court of Fort Bend County, Texas.

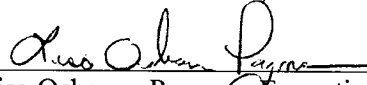
IN TESTIMONY AND WITNESS OF WHICH this Agreement has been executed as follows:

- A. It has on this the 2 day of June, 2009, been executed on behalf of Fort Bend County by the County Judge of Fort Bend County, Texas, pursuant to an Order of the Commissioners Court so authorizing, and
- B. It has on this the 20 day of May, 2009 been executed on behalf of Fort Bend Regional Council on Family & Community Development, Inc., by Lisa Osborne-Poynor, Executive Director of Fort Bend Council on Family & Community Development, Inc.


FORT BEND COUNTY:

By: 
Robert E. Hebert, County Judge

FORT BEND REGIONAL COUNCIL ON
SUBSTANCE ABUSE, INC.

By: 
Lisa Osborne-Poynor, Executive Director

ATTEST:


Dianne Wilson, County Clerk

Date: 05202009

MTR: FB Regional Council. Lease Agr. doc:3585:05062009 (2068)

THE STATE OF TEXAS
COUNTY OF FORT BEND

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KNOW ALL MEN BY THESE PRESENTS:

ORDER AUTHORIZING EXECUTION OF AGREEMENT BETWEEN
FORT BEND COUNTY AND FORT BEND REGIONAL
COUNCIL ON SUBSTANCE ABUSE, INC.

On this the 2 day of June, 2009, the Commissioners Court of Fort Bend County, Texas, sitting as the governing body of Fort Bend County, Texas, being convened at a regular meeting of the Court, upon the motion of Commissioner Meyers seconded by Commissioner Patterson, duly put and carried,

WHEREAS, Fort Bend Regional Council on Substance Abuse, Inc., is a community based organization addressing the needs of the County's citizens that are affected by alcohol and drug abuse by providing specialized programs that allow these citizens to improve their quality of life as well as their mental and physical health; and,

WHEREAS, these programs include information and referral services, of which serve a valuable public purpose;

IT IS THEREFORE ORDERED that County Judge Robert E. Hebert be, and he is hereby, authorized to execute for and on behalf of Fort Bend County, an Agreement, between FORT BEND COUNTY and FORT BEND REGIONAL COUNCIL ON SUBSTANCE ABUSE, INC., covering certain space located at the Bud O'Shieles Community Center, 1330 Band Road, Rosenberg, Texas 77471, Fort Bend County, Texas, for the period beginning June 2, 2009 and ending September 30, 2009.