

FORT BEND COUNTY
FY 2010

AGENDA ITEM

COMMISSIONERS COURT AGENDA REQUEST FORM

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

Date Submitted: 04-16-10

Submitted By: JOHN HEALEY

Department: DISTRICT ATTORNEY

Court Agenda Date: 04-27-10

Phone Number: 281-341-4473

SUMMARY OF ITEM: APPROVE AND RECORD INTO THE MINUTES THE RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY AND CHILD ADVOCATES OF FORT BEND COUNTY, INC. REVISED APRIL, 2010 DUE TO MONTHLY RATE INCREASE TO BEGIN IN JUNE, 2010 DUE TO ADDITIONAL OFFICE SPACE NEEDED BY A CHILD ABUSE PROSECUTOR (POSITION GRANTED IN BUDGET FY 2010 EFFECTIVE JUNE, 2010).

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

FINANCIAL SUMMARY:

BUDGETED ITEM: YES ☒ NO

FUNDNG SOURCE: 100480100 63300

COUNTY JUDGE
RECEIVED
APR 1 2010

Activity (If Applicable):

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 type="checkbox"/> Facilities/Planning	(281-633-7022)	<input checked="" type="checkbox"/> Comm. Pct. 3	(281-242-9060)
<input type="checkbox"/> Purchasing Agent	(281-341-8642)	<input checked="" type="checkbox"/> Comm. Pct. 4	(281-980-9077)
<input 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:

5-4-10 orig. ret. to John Healey at Dist. Attorney

Special Handling Requested (specify):

STATE OF TEXAS
COUNTY OF FORT BEND

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§
§

RENEWAL
AGREEMENT BETWEEN FORT BEND COUNTY
AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.

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.").

WHEREAS, C.A.F.B. occupies the building (hereinafter referred to as "property") located at 5403 Avenue N, Rosenberg, Texas;

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, 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 sum of \$6,403.95 per month (\$3,600.38 for D.A. and \$2,803.57 for the C.A.) as compensation for the utilization of offices.

1.06 C.A.F.B. will provide the individual telephone handsets and wiring for the property. D.A. and C.A. will provide 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. D.A. and C.A. will supply all office supplies, furniture and equipment their employees will use in the performance of their duties.

1.07 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.

1.08 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 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.

1.10 This Agreement shall be effective June 1, 2010 and shall remain in effect through September 30, 2011, unless terminated by either party giving thirty (30) days written notice to the other party.

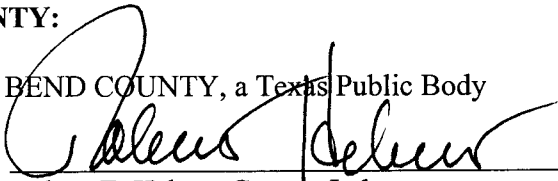
EXECUTION PAGE TO FOLLOW

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.

COUNTY:


FORT BEND COUNTY, a Texas Public Body

By:


Robert E. Hebert, County Judge
Fort Bend County Commissioners Court

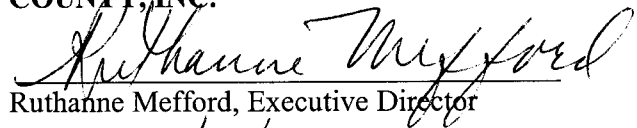
Date: 4-27-2010

Attest:


Dianne Wilson, County Clerk

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

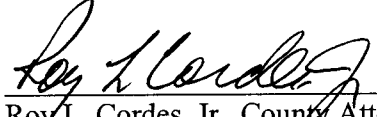
By:


Ruthanne Mefford, Executive Director

Date:

4/8/10

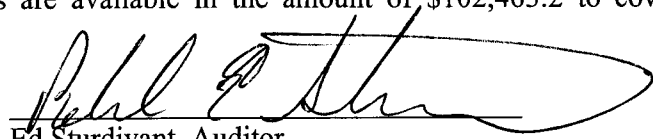
Approved:


Roy L. Cordes, Jr., County Attorney


John F. Healey, Jr., District Attorney

Auditor's Certificate

This is to certify that funds are available in the amount of \$102,463.2 to cover the County's obligation.


Ed Sturdivant, Auditor

MER:CAFB.DA.CA 2010:3471(04052010)

Exhibit A: Breakdown of costs

Exhibit A

CAFB PARTNER REIMBURSEMENT 2010 Lease Area Calculations for Partner Reimbursement

	Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursment @ 1.25 SF	Share of Add'l Expenses/ Month*	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	CAFB	7,597	70.01%	5,104	12,701	70%		\$6,075.80		
Area 2	District Atlys.	1,246	11.48%	837	2,083	11%	\$2,803.87	\$998.51	\$3,600.38	\$43,204.52
Area 3	County Atlys.	971	8.95%	652	1,623	9%	\$2,029.18	\$776.57	\$2,805.75	\$33,669.01
Area 4	CPS	928	8.55%	623	1,551	9%	\$1,939.32	\$742.18	\$2,881.50	\$32,178.00
Area 5	Zero to 3	109	1.00%	73	182	1%	\$227.50	\$87.06	\$314.56	\$3,774.76
Net SF		10,851	100.00%	7,290	18,141	100%	\$6,799.87	\$8,678.12	\$9,402.19	\$112,826.29
Common Area		7,290								

Gross SF 18,141

*ADDITIONAL EXPENSES TO BE SHARED:

	BUDGETED AMT
WATER	\$3,344.20
ELECTRIC	\$39,812.00
SECURITY	\$3,552.00

BUILDING MAINT -

Includes Janitor, lawn service, phone, pest service & bldg. repairs \$57,429.28

TOTAL: \$104,137.48

	Estimate
Janitor	\$21,545.16
Lawn	\$7,200.00
Phone	\$16,684.12
Bldg. repairs	\$12,000.00
Total	\$57,429.28