

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

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

THIS AMENDMENT is entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Child Advocates of Fort Bend County, Inc., (hereinafter "C.A.F.B.").

THAT, WHEREAS, the parties executed and accepted that certain Renewal Agreement Between Fort Bend County and Child Advocates of Fort Bend County, Inc., (hereinafter the "Agreement"), attached hereto as Exhibit "A" and incorporated by reference; and

WHEREAS, the Fort Bend County District Attorney's Office (hereinafter "D.A.") requires additional space at the C.A.F.B. property.

NOW THEREFORE, the following changes are incorporated as if a part of the Agreement:

1. Beginning December 1, 2013, County shall pay an additional three hundred and twenty dollars and 83/100 (\$320.83) as compensation for the utilization of the offices.
2. Exhibit A to the Agreement shall be replaced by the attached Exhibit B.

Except as provided herein, all terms and conditions of the Agreement shall remain unchanged.

FORT BEND COUNTY



Robert E. Hebert, County Judge

1-14-14

Date

ATTEST:



Dianne Wilson, County Clerk

CHILD ADVOCATES OF FORT BEND COUNTY,
 INC.



Authorized Agent- Signature

Ruthanne Metford

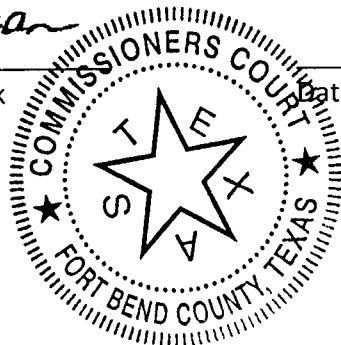
Authorized Agent- Printed Name

Executive Director

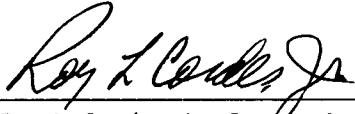
Title

12/26/13

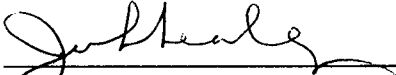
Date



Approved:



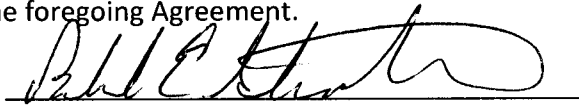
Roy L. Cordes, Jr., County Attorney



John F. Healey, Jr., District Attorney

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of \$ 320.83 are available to pay the obligation of Fort Bend County within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

EXHIBIT A

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**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; 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; 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 **October 1, 2013** and shall remain in effect through **September 30, 2014**, 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: 10-22-13

Attest: _____

Dianne Wilson, County Clerk

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

By: _____

Ruthanne Mefford, Executive Director

Date: Oct 14, 2013

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 **\$76,847.37** to cover the County's obligation.

Ed Sturdivant, Auditor

MER/nm:CAFB.DA.CA 2014: 3471 (10/14/13)

Exhibit A: Breakdown of costs

Exhibit A

CAFB PARTNER REIMBURSEMENT 2013 Lease Area Calculations for Partner Reimbursement

	Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursement @ 1.25 SF	Share of Add'l Expenses/ Month	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	CAFB	7,044	64.92%	4,732	11,776	65%		\$5,632.53		
Area 2	District Attys.	1,246	11.48%	837	2,083	11%	\$2,603.87	\$966.51	\$3,600.38	\$43,204.52
Area 3	County Attys.	971	8.95%	652	1,623	9%	\$2,029.18	\$774.39	\$2,803.57	\$33,842.85
Area 4	CPS	928	8.55%	623	1,551	9%	\$1,839.32	\$740.10	\$2,679.42	\$32,153.00
Area 5	CASA Partner	109	1.00%	73	182	1%	\$227.79	\$87.16	\$314.94	\$3,779.34
Area 6	Viewing Room	115	1.06%	77	193	1%	\$240.93	\$92.19	\$333.12	\$3,997.43
Area 7	Law Enforcement	216	1.99%	145	360	2%	\$450.60	\$172.41	\$623.01	\$7,476.16
Area 8	CCS	222	2.05%	149	371	2%	\$464.08	\$177.57	\$641.65	\$7,699.80
Net SF		10,851	100.00%	7,290	18,141	100%	\$7,955.77	\$8,672.86	\$10,996.09	\$131,953.09
Common Area		7,290								
Gross SF		18,141								

ADDITIONAL EXPENSES TO BE REIMBURSED

BUDGETED AMT

WATER	\$5,100.00
ELECTRIC	\$24,000.00
SECURITY	\$4,800.00
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg repairs	\$70,220.00
TOTAL:	\$104,120.00
Estimate	
Janitor	\$18,000.00
Lawn	\$7,200.00
Phone	\$18,000.00
Bldg Repairs & Supplies	\$16,220.00
Property Insurance	\$10,800.00
Total	\$70,220.00

EXHIBIT B

CAFB PARTNER REIMBURSEMENT 2013
Lease Area Calculations for Partner Reimbursement

	Agency	Office SF	%	Common Area Allocation	Total SF	% of Bldg Area	Space Reimbursement @ 1.25 SF	Share of Add'l Expenses/ Month*	Total Partner Charge/ Month	Total Partner Charge/ Year
Area 1	CAFB	7,044	64.92%	4,732	11,776	65%		\$5,632.53		
Area 2	District Attys.	1,246	11.48%	837	2,083	11%	\$2,603.88	\$996.50	\$3,600.38	\$43,204.56
Area 3	County Attys.	971	8.95%	652	1,623	9%	\$2,029.19	\$774.39	\$2,803.57	\$33,642.85
Area 4	CPS	928	8.55%	623	1,551	9%	\$1,939.32	\$740.09	\$2,679.42	\$32,152.99
Area 5	CASA Partner	109	1.00%	73	182	1%	\$227.79	\$87.15	\$314.94	\$3,779.23
Area 6	Viewing Room	115	1.06%	77	193	1%	\$240.93	\$92.19	\$333.12	\$3,997.45
Area 7	FBCSO	216	1.99%	145	360	2%	\$450.60	\$172.40	\$623.01	\$7,476.07
Area 8	CCS-FBCSO	111	1.02%	75	186	1%	\$231.97	\$88.86	\$320.82	\$3,849.90
Area 8	CCS- DA	111	1.02%	75	186	1%	\$231.97	\$88.86	\$320.83	\$3,850.02
Net SF		10,851	100.00%	7,290	18,141	100%	\$7,955.64	\$8,672.97	\$10,996.09	\$131,953.07
Common Area		7,290								
Gross SF		18,141								

Will pay 641.65 until 9/30/14
Start 10/1/2014
Start 12/1/2013

*ADDITIONAL EXPENSES TO BE SHARED:

BUDGETED AMT	
WATER	\$5,100.00
ELECTRIC	\$24,000.00
SECURITY	\$4,800.00
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg. repairs	\$70,220.00
TOTAL:	\$104,120.00
Estimate	
Janitor	\$18,000.00
Lawn	\$7,200.00
Phone	\$18,000.00
Bldg.Repairs & Supplies	\$16,220.00
Property Insurance	\$10,800.00
Total	\$70,220.00