

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

**SECOND AMENDMENT TO AGREEMENT BETWEEN
FORT BEND COUNTY AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.
RENEWAL 2015-16**

THIS SECOND AMENDMENT is made and entered into 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."), a 501(c) 3 non-profit organization.

WITNESSETH

WHEREAS, County and C.A.F.B. executed the *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* on or about November 26, 2013, first renewed by amendment on or about October 28, 2014 (hereinafter the "Agreement") attached hereto as Exhibit A FY2015, incorporated by reference as if set forth herein verbatim. The Parties now desire to amend said Agreement as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and C.A.F.B. is hereby amended as follows:

- A. The *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* is hereby renewed effective October 1, 2015 and shall terminate on September 30, 2016, under the same terms and conditions.
- B. County shall pay the sum of **\$640.70** per month as compensation for the utilization of offices in **Area 7** and the sum of **\$329.83** per month as compensation for the utilization of offices in **Area 8.**
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict, the most recently executed document shall prevail with regard to the conflict.

Execution page follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

Robert Hebert
Robert Hebert, County Judge

CHILD ADVOCATES OF FORT BEND COUNTY, INC

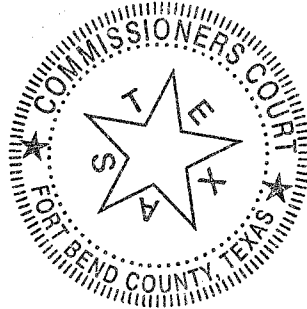
Ruthanne Metford
Signature
Ruthanne Metford, CEO
Printed Name and Title

March 8, 2016
Date

1/28/2016
Date

Attest:

Laura Richard
Laura Richard, County Clerk



Reviewed:

Troy E. Nehls
Troy E. Nehls, County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of 11,646.36 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

Exhibit A FY2015

First Amendment to
Agreement Between Fort Bend County and
Child Advocates of Fort Bend County Inc.
executed on or about October 28, 2014

and

Agreement Between Fort Bend County and
Child Advocates of Fort Bend County Inc.
executed on or about November 26, 2013

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

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

THIS FIRST AMENDMENT is made and entered into 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."), a 501(c) 3 non-profit organization.

WITNESSETH

WHEREAS, County and C.A.F.B. executed the *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* on or about November 26, 2013 (hereinafter the "Agreement") attached hereto as Exhibit A, incorporated by reference as if set forth herein verbatim. The Parties now desire to amend said Agreement as set forth below:

NOW, THEREFORE, in consideration of the foregoing, the Agreement between County and C.A.F.B. is hereby amended as follows:

- A. The *Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.* is hereby renewed effective October 1, 2014 and shall terminate on September 30, 2015.
- B. County shall pay the sum of \$329.83 per month as compensation for the utilization of offices in Area 7 and the sum of \$640.70 per month as compensation for the utilization of offices in Area 8.
- C. Except as modified herein, the Agreement remains in full force and effect and has not been modified or amended.
- D. If there is a conflict between this First Amendment and the Agreement, the provisions of this Amendment shall prevail with regard to the conflict.

Execution page follows

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by County.

FORT BEND COUNTY:

Robert Hebert
Robert Hebert, County Judge

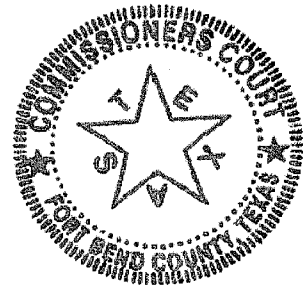
CHILD ADVOCATES OF FORT BEND COUNTY, INC

Ruthanne Metford
Signature
Ruthanne Metford, Executive Director
Printed Name and Title

10-28-2014
Date

10/14/2014
Date

Attest: *Dianne Wilson*
Dianne Wilson, County Clerk



Reviewed: *Troy E. Nehls*
Troy E. Nehls, County Sheriff

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$11,646.36 to accomplish and pay the obligation of Fort Bend County under this contract.

Robert Edward Sturdivant
Robert Edward Sturdivant, County Auditor

Exhibit A

Agreement Between Fort Bend County and Child Advocates of Fort Bend County Inc.
Executed on or about November 26, 2013

CAFEB PARTNER REIMBURSEMENT 2014
 Lease Area Calculations for Partner Reimbursement

Area	Agency	Office SF	%	Common Area Allocation		Total SF	Area	% of Total Bldg	Space Reimbursment @ 1.25 SF	Share of Add'l Expenses/ Month*	Total Partner Charge/ Month	Total Partner Charge/ Year
				4,732	11,776							
Area 1	CAFEB	7,044	64.92%			7,044	65%	\$2,603.88	\$1,098.53	\$3,702.41	\$44,428.89	
Area 2	District Atlys.	1,248	11.48%	837	2,083	1,248	11%	\$2,029.19	\$856.08	\$2,885.28	\$34,623.16	
Area 3	County Atlys.	971	8.95%	652	1,623	971	9%	\$1,939.32	\$740.10	\$2,679.42	\$32,153.06	
Area 4	CPS	928	8.55%	623	1,551	928	9%	\$2,277.91	\$96.10	\$3,233.89	\$3,886.64	
Area 5	CAC Interns (CAFEB)	109	1.00%	73	182	109	1%	\$240.93	\$101.64	\$342.55	\$4,110.92	
Area 6	Viewing Room	115	1.06%	77	193	115	1%	\$450.60	\$130.10	\$580.70	\$7,688.41	
Area 7	FBCSO	216	1.99%	145	360	216	2%	\$231.97	\$97.86	\$329.83	\$3,957.95	
Area 8	FBCSO- ICAC	111	1.02%	75	186	111	1%	\$231.97	\$87.86	\$329.84	\$3,958.07	
Area 8	District Atlys, ICAC	111	1.02%	75	186	111	1%	\$231.97	\$87.86	\$329.84	\$3,958.07	
Net SF		10,851	100.00%	7,290	18,141	10,851	100%	\$7,956.64	\$9,536.67	\$11,233.32	\$134,807.09	
Common Area		7,290				7,290						
Gross SF		18,141				18,141						

*ADDITIONAL EXPENSES TO BE SHARED: BUDGETED AMT

WATER	\$6,000.00
ELECTRIC	\$28,000.00
SECURITY	\$3,000.00
BULL DOG MAINT - Includes Janitor, lawn service, phone, pest service, property insurance & bldg. repairs	\$77,800.00
TOTAL:	\$114,800.00
	Estimate
Janitor	\$18,000.00
Lawn	\$8,800.00
Phone	\$18,000.00
Bldg. Repairs & Supplies	\$22,000.00
Property Insurance	\$11,000.00
Total	\$77,800.00

STATE OF TEXAS

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COUNTY OF FORT BEND

**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 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 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. County shall pay the sum of \$641.65 per month as compensation for the utilization of offices in Area 8, as provided 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 the 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 on December 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

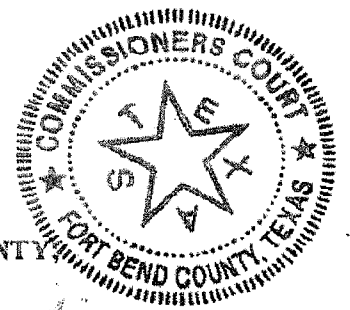
This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representation or modification concerning this instrument 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*
Robert E. Hebert, County Judge
Fort Bend County Commissioners Court

Date: 11-26-2013

Attest:
Dianne Wilson
Dianne Wilson, County Clerk



CHILD ADVOCATES OF FORT BEND COUNTY
INC.

By: *Ruthanne Mefford*
Ruthanne Mefford, Executive Director

Date: 11/18/2013

Approved:

Troy E. Nehls
Troy E. Nehls, County Sheriff

Auditor's Certificate

This is to certify that funds are available in the amount of \$7700.00 to cover the County's obligation.

Ed Sturdivant
Ed Sturdivant, Auditor

MER/tem:CAF'D.S0 3471 (11/15/2013)

Exhibit A: Breakdown of costs

Exhibit A

CAFÉ PARTNER REIMBURSEMENT 2016
 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	7,744	64.62%	7,744	11,770	65%	\$2,222.07	\$975.24	\$3,500.36	\$42,004.32
Area 2	1,246	10.58%	1,246	10,223	9%	\$2,222.07	\$774.39	\$2,803.57	\$33,642.85
Area 3	971	8.25%	971	11,511	9%	\$1,250.00	\$740.10	\$2,579.42	\$30,953.04
Area 4	328	2.76%	328	183	1%	\$240.83	\$90.15	\$339.12	\$4,069.44
Area 5	115	0.97%	115	380	3%	\$450.00	\$170.41	\$620.41	\$7,444.92
Area 6	216	1.83%	216	143	1%	\$494.06	\$177.54	\$671.60	\$8,059.20
Area 7	222	1.88%	222	7,260	6%	\$7,852.77	\$2,651.28	\$10,504.05	\$126,048.60
Area 8	10,061	100.00%	10,061	10,061	100%				
Net SF	7,389								
Common Area									
Gross SF	14,141								

Category	Amount
WATER	\$5,100.00
ELECTRIC	\$24,500.00
SECURITY	\$4,500.00
BUILDING MAINT - includes janitor, lawn service, phone, pest service, property insurance & bldg repairs	\$76,200.00
TOTAL:	\$110,300.00
Estimated:	
Janitor	\$10,000.00
Lawn	\$2,000.00
Phone	\$1,000.00
Bldg Repairs & Supplies	\$45,200.00
Property Insurance	\$10,000.00
Total	\$70,200.00

As Per Original



**FORT BEND COUNTY, TEXAS
PURCHASE ORDER**

P.O.NUMBER: 109214

PAGE #: Page 1 of 1

P.O.DATE: 12/3/2013

DELIVERY BY: 12/3/2013

BUYER: Christina Torres

VENDOR: 14384

CHILD ADVOCATES OF FT BEND
5403 AVENUE N
ROSENBERG TX 77471
FAX:281-341-0798

SHIP TO: Sheriff Office
1410 Williams Way Blvd. Suite 202
Richmond TX 77469

BILL TO: COUNTY AUDITOR
301 JACKSON
RICHMOND, TX 77469

<u>DESCRIPTION</u>	<u>QUANTITY</u>		<u>UNIT COST</u>	<u>EXTEND COST</u>
1 LEASE Lease of office space (Area B)	10	EA	\$641.65	\$6,416.50

COMMISSIONERS COURT APPROVAL 11.26.13

GRAND TOTAL: \$6,416.50

STATE OF TEXAS §
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COUNTY OF FORT BEND §

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

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WHEREAS, County has determined that this Agreement serves a public purpose.

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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.

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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. County shall pay the sum of \$641.65 per month as compensation for the utilization of offices in Area 8, as provided 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 the 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.

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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 on December 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

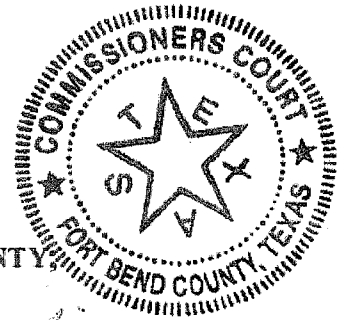
This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed and supercedes any prior agreements or understandings, either written or oral, between the parties. Any oral representation or modification concerning this instrument 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*
Robert E. Hebert, County Judge
Fort Bend County Commissioners Court

Date: 11-26-2013

Attest:
Dianne Wilson
Dianne Wilson, County Clerk



CHILD ADVOCATES OF FORT BEND COUNTY,
INC.

By: *Ruthanne Mefford*
Ruthanne Mefford, Executive Director

Date: 11/18/2013

Approved:

Troy E. Nehls
Troy E. Nehls, County Sheriff

Auditor's Certificate

This is to certify that funds are available in the amount of \$7700.00 to cover the County's obligation.

Ed Sturdivant
Ed Sturdivant, Auditor

MER/mm:CAFBSO.3471 (11/15/2013)

Exhibit A: Breakdown of costs

Exhibit A

CAF B PARTNER REIMBURSEMENT 2013
 Lease Area Calculations for Partner Reimbursement

Area	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	CAF B	7,066	64.02%	4,732	11,798	65%	\$2,833.87	\$930.51	\$3,600.38	\$43,204.52
Area 2	District Atlys	5,240	11.88%	637	2,083	11%	\$2,029.12	\$774.39	\$2,803.57	\$33,642.85
Area 3	County Atlys	971	9.05%	523	1,551	9%	\$1,839.32	\$740.10	\$2,679.42	\$32,153.04
Area 4	CPS	928	8.55%	73	142	1%	\$227.70	\$47.16	\$314.94	\$3,779.31
Area 5	CASA Partner	109	1.00%	77	183	1%	\$240.93	\$92.18	\$333.12	\$3,997.43
Area 6	Manning Room	115	1.08%	77	183	1%	\$240.93	\$92.18	\$333.12	\$3,997.43
Area 7	Law Enforcement	218	1.99%	145	360	2%	\$450.00	\$172.41	\$622.41	\$7,468.92
Area 8	CCS	222	2.05%	149	371	2%	\$464.08	\$177.57	\$641.65	\$7,699.80
Area 9		10,861	100.00%	7,260	18,121	100%	\$7,955.77	\$3,672.86	\$10,896.09	\$131,953.09
Net SF		7,260								
Common Area										
Gross SF		18,141								

Category	Amount
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	\$79,220.00
TOTAL:	\$108,120.00
	Estimate
Janitor	\$10,000.00
Lawn	\$7,200.00
Phone	\$10,000.00
Bldg Repairs & Supplies	\$16,220.00
Property Insurance	\$10,000.00
Total	\$79,220.00

As Per Original

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Fort Bend County Child Advocates, Inc.
Rosenberg, TX United States

Certificate Number:
2016-18407

Date Filed:
02/25/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Fort Bend County

Date Acknowledged:

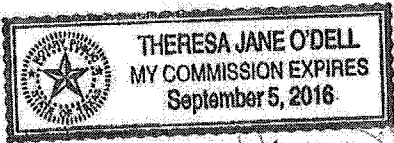
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.
14384
Child Advocates of Ft Bend Co.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Ruthanne Mefford

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ruthanne Mefford, this the 25 day of February, 2016, to certify which, witness my hand and seal of office. Authorized Agent

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Fort Bend County Child Advocates, Inc.
Rosenberg, TX United States

Certificate Number:
2016-18407

Date Filed:
02/25/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
03/08/2016

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

14384
Child Advocates of Ft Bend Co.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath