

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**RENEWAL AGREEMENT BETWEEN FORT BEND COUNTY
 AND CHILD ADVOCATES OF FORT BEND COUNTY, INC.,
 FOR LEASE SPACE FOR FORT BEND COUNTY SHERIFF'S OFFICE**

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."), a 501(c)(3) non-profit organization.

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 the 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. Fort Bend County shall pay

the sum of **SIX HUNDRED FIFTY NINE DOLLARS AND 67/100 (\$659.67)** per month as compensation for the utilization of offices in **Area 8**.

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 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 **October 1, 2017** and shall remain in effect through **September 30, 2018**, 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.

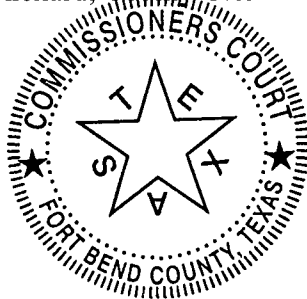
FORT BEND COUNTY, a Texas Public Body

By: *Grady Prestage*
Grady Prestage, Commissioner, Precinct 2
Presiding Officer, Commissioners Court, November 28, 2017

Date: 11-28-17

Attest:

Laura Richard
Laura Richard, County Clerk



CHILD ADVOCATES OF FORT BEND COUNTY, INC.

By: *Ruthanne Mefford*
Ruthanne Mefford, Executive Director

Date: 11/15/2017

Reviewed by:

Troy E. Nehls
Troy E. Nehls, County Sheriff

Auditor's Certificate

This is to certify that funds are available in the amount of \$ **7916.04** to cover the County's obligation.

Robert E. Sturdivant
Robert E. Sturdivant, Auditor

Exhibit A: Breakdown of costs

CAFB PARTNER REIMBURSEMENT 2017
Lease Area Calculators for Partner Reimbursement

| Area | Agency | Office SF | % | Common Area Allocation | Total SF | % of Total Bldg Area | Space Reimbursement @ 1.25 | 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% | \$6,288.39 | \$1,098.53 | \$3,702.41 | \$44,428.89 |
| Area 2 | District Atlys. | 1,246 | 11.48% | 837 | 2,083 | 11% | \$2,603.88 | \$1,098.53 | \$3,702.41 | \$44,428.89 |
| Area 3 | County Atlys. | 971 | 8.95% | 652 | 1,623 | 9% | \$2,029.19 | \$856.08 | \$2,885.26 | \$34,623.16 |
| Area 4 | CPS | 928 | 8.55% | 623 | 1,551 | 9% | \$1,939.32 | \$740.10 | \$2,679.42 | \$32,153.06 |
| Area 5 | CASA (CAFB) | 109 | 1.00% | 73 | 182 | 1% | \$227.79 | \$96.10 | \$323.89 | \$3,886.64 |
| Area 6 | Viewing Room | 115 | 1.06% | 77 | 193 | 1% | \$240.93 | \$101.64 | \$342.58 | \$4,110.92 |
| Area 7 | CAFB | 216 | 1.99% | 145 | 360 | 2% | \$450.60 | \$190.10 | \$640.70 | \$7,688.41 |
| Area 8 | FBCSO | 111 | 1.02% | 75 | 186 | 1% | \$231.97 | \$97.86 | \$329.83 | \$3,957.95 |
| Area 8 | FBCSO | 111 | 1.02% | 75 | 186 | 1% | \$231.97 | \$97.86 | \$329.84 | \$3,958.07 |
| Net SF | | 10,851 | 100.00% | 7,290 | 18,141 | 100% | \$7,955.64 | \$9,566.67 | \$11,233.92 | \$134,807.09 |
| Common Area | | 7,290 | | | | | | | | |
| Gross SF | | 18,141 | | | | | | | | |

*ADDITIONAL EXPENSES TO BE SHARED:

| | BUDGETED AMT |
|--|--------------|
| WATER | \$5,200.00 |
| ELECTRIC | \$26,000.00 |
| SECURITY | \$4,100.00 |
| BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg. repairs | \$79,500.00 |
| TOTAL: | \$114,800.00 |
| | Estimate |
| Janitor | \$17,000.00 |
| Lawn | \$10,000.00 |
| Phone | \$18,500.00 |
| Bldg Repairs & Supplies | \$21,000.00 |
| Property Insurance | \$13,000.00 |
| Total | \$79,500.00 |

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**

Certificate Number:
2017-284456

Date Filed:
11/15/2017

Date Acknowledged:

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

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

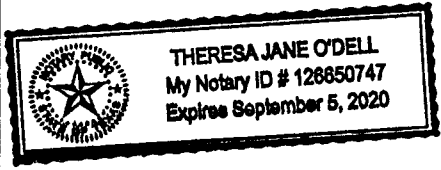
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

14384
Child Advocates of Ft Bend Co.

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
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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 Mcfford
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Ruthanne Mcfford this the 15 day of November 20 17, 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:
 2017-284456

Date Filed:
 11/15/2017

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:
 11/28/2017

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 services, goods, or other property 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 |
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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