

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
DISTRICT ATTORNEY'S OFFICE AND COUNTY ATTORNEY'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, TX 77471; 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 **\$11,659.82 per month** (\$7,452.32 for D.A. and \$4,207.50 for C.A.) as compensation for the utilization of offices. The -monthly sum for each space begins on move in date and will be pro-rated for the first month. Move in date shall be defined as: the date provided by the County Attorney or District Attorney by official notice stating its intent to move in or take possession of the respective lease space and enjoy all rights and obligations granted under the lease. The attached and incorporated Exhibit A identifies all sums to be paid by Fort Bend County on a monthly basis which includes an amount calculated intended to reimburse C. A. F. B. for a proportionate amount of the additional expenses which are shared among the property occupants. Both C. A. F. B. and Fort Bend County acknowledge and agree that the additional expenses shown in Exhibit A are an estimated amount. At the end of the Agreement term, the actual cost of the additional expenses will be calculated and any amounts owed to a party shall be paid by the other party within 30 days of notification of the balance due and agreement on the amount to be paid.

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. CAFB will provide furniture to include: desks, bookcases, cubicles, conference table and chairs, credenza, flat screen television, visitor chairs in the attorney offices and desk chairs. D.A. and C.A. will supply all office supplies and any additional furniture and equipment their employees will use in the performance of their duties. Both the D.A. and the C.A. are authorized to modify Section 1.06 of the lease for their respective staff provided that C.A.F.B. agrees to modification and the change is in writing, signed by the C.A.F.B. and either the D.A. or C.A. and a copy of the document is attached to the lease.

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 as of **October 1, 2020** and shall remain in effect through **September 30, 2021**, unless terminated by either party giving thirty (30) days written notice to the other party.

1.11 Certain State Law Requirements for Contracts: The contents of this Section are required by Texas Law and are included by County regardless of content.

A. Agreement to Not Boycott Israel Chapter 2271 Texas Government Code: By signature below, Contractor verifies that if Contractor employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

1.12 HUMAN TRAFFICKING. BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

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

KP George

By: County Judge KP George
KP George, County Judge
Fort Bend County Commissioners Court

Date: 10/13/2020



Attest:
Laura Richard

Laura Richard, County Clerk

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

Ruthanne Mefford

By: Ruthanne Mefford, Executive Director

Date: 11/5/2020

Approved:
Michelle L. Turner

Michelle L. Turner General Counsel Chief

Roy L. Cordes, Jr., County Attorney

Brian Middleton

Brian Middleton, District Attorney

Auditor's Certificate

This is to certify that funds are available in the amount of \$ 139,917.84 to cover the County's obligation.



Ed Sturdivant, Auditor

Exhibit A: Breakdown of costs

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**Exhibit A:
Breakdown of costs**

