

STATE OF TEXAS
COUNTY OF FORT BEND

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**FY21 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 EIGHTY-FOUR DOLLARS AND 64/100 (\$684.64)** 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 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.

FORT BEND COUNTY, a Texas Public Body

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

Date: 12/15/2020

Attest: *Laura Richard*
Laura Richard, County Clerk



CHILD ADVOCATES OF FORT BEND COUNTY, INC.

By: *Ruthanne Mefford*
Ruthanne Mefford, Executive Director

Date: 12/4/2020

Reviewed by *[Signature]*
Fort Bend County Sheriff

Auditor's Certificate

This is to certify that funds are available in the amount of \$ **8,215.68** to cover the County's obligation.

Robert E. Sturdivant
Robert E. Sturdivant, Auditor

Exhibit A: Breakdown of costs

EXHIBIT A

Rx 184729



January 23, 2020

Fort Bend Sheriff Office
Fiscal Coordinator
301 Jackson
Richmond, TX 77469

Dear Leslie,

Please be advised that the cost for your new space at 5403 Avenue N will be as follows:

Office Square Ft:	180
Common Area Square Ft:	<u>61</u>
Total Square Ft:	241


Cost Per Month:

Price per SF \$1.67	\$ 402.69
Share of Expenses (Please see attached list)	\$ 122.80
Management Fee per SF \$.66	\$ 159.15
TOTAL MONTHLY PARTNER REIMBURSEMENT	\$ 684.64

This amount will begin on your move in date and be prorated for the first month and following monthly amount will be \$684.64 until 9/30/2020. Beginning 10/1/2020 to 9/30/2021 the rent will be \$684.64.

If you have any questions, please contact Jane O'Dell at 281-344-5101 or Ruthanne Mefford at 281-344-5103.

Thank You,


Ruthanne Mefford
Chief Executive Officer

CC: Troy Nehls

5403 Avenue N • Rosenberg, TX 77471 • Phone 281-341-9985 • Fax 281-341-0798 • www.cafb.org

Affiliated with Texas CASA, National CASA Association, Children's Advocacy Centers of Texas and National Children's Alliance

CAFB PARTNER REIMBURSEMENT 2028
 Lease Area Calculations for Partner Reimbursement

Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursemt @ 1.57 SF	Share of Add'l Expenses/ Month	Management Fee \$8.00 SF/Yr..68/month	Total Partner Charge/ Month	Total Partner Charge/ Year	
Area 1	CAFB-Admin/Dev/Exec	1,915	9.64%	656	2,571	9.64%	\$4,292.91	\$1,309.21	\$1,696.60	\$7,298.72	\$87,584.70
Area 2	District Atlys	2,721	13.70%	931	3,653	13.70%	\$6,100.29	\$1,860.41	\$2,410.89	\$10,371.59	\$124,459.10
Area 3	County Atlys	1,336	7.73%	526	2,062	7.73%	\$3,443.23	\$1,050.08	\$1,350.80	\$5,854.10	\$70,249.23
Area 4	CPS	2,128	10.71%	729	2,857	10.71%	\$4,771.12	\$1,455.05	\$1,885.59	\$8,111.76	\$97,341.13
Area 5	CAFB-CASA	1,510	7.65%	520	2,040	7.65%	\$3,406.08	\$1,036.75	\$0.00	\$4,444.84	\$53,338.03
Area 6	CAFB-CAC	9,869	49.67%	3,378	13,248	49.67%	\$22,123.54	\$6,747.02	\$0.00	\$28,870.56	\$346,446.71
Area 7	CAFB	0	0.00%	0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Area 8	Law Enforcement	180	0.90%	61	241	0.90%	\$402.69	\$122.81	\$159.15	\$884.64	\$8,215.65
Area 8			0.00%	0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net SF		19,869	100.00%	6,801	26,671	100%	\$44,539.85	\$13,583.33	\$7,513.03	\$65,636.21	\$787,634.54
Common Area		6,801									
Gross SF		26,671									

*ADDITIONAL EXPENSES TO BE SHARED

	BUDGETED AMT
WATER	\$9,000.00
ELECTRIC	\$40,500.00
SECURITY	\$3,500.00
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg repairs	\$110,000.00
TOTAL	\$163,000.00
	Estimate
Janitor	\$30,000.00
Lawn	\$8,000.00
Phone	\$22,000.00
Bldg Repairs & Supplies	\$30,000.00
Property Insurance	\$20,000.00
Total	\$110,000.00

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:
 2020-695750

Date Filed:
 12/04/2020

Date Acknowledged:
 12/15/2020

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 Fort Bend County

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 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)