

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 following sums **per month** as compensation for the utilization of offices.

October 1, 2021- September 30, 2022	District Attorney - \$7,232.35	County Attorney- \$4,083.34	In accordance with Exhibit A (which are the same rates as the 2020- 2021 term)
October 1, 2022- September 30, 2023	District Attorney - \$7,200.11	County Attorney- \$4,065.14	In accordance with Exhibit B

1.06 The attached and incorporated Exhibits A and B identify all categories to be paid by Fort Bend County on a monthly basis and includes those amounts calculated with an intention 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.

1.07 C.A.F.B. will provide wiring for the property. D.A. and C.A. will provide the individual telephone handsets and 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.

1.08 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.

1.09 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.

1.10 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.

1.11 The Parties acknowledge and agree that this Agreement is effective as of October 1, 2021 and shall remain in effect through September 30, 2022, unless terminated by either party giving thirty (30) days written notice to the other party. This Agreement automatically renews for a single one year term on October 1, 2022 through September 30, 2023 under the same terms and conditions subject to the pricing provisions of Section 1.05 and certification of funds by the County Auditor for the 2022-23 term.

1.12 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.

1.13 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.

1.14 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.

*Remainder left blank
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 23rd day of August, 2022.

COUNTY:
FORT BEND COUNTY, a Texas Public Body

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

Date: August 23, 2022



Attest:

Laura Richard
Laura Richard, County Clerk

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

By: Ruthanne Mefford
Ruthanne Mefford, Executive Director

Date: 8/16/2022

Approved:

Bridgette Smith Lawson
Bridgette Smith Lawson, County Attorney

Brian Middleton
Brian Middleton, District Attorney

AUDITOR'S CERTIFICATE
2021-2022

I hereby certify that funds are available in the amount of \$ 135,788.22 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

AUDITOR'S CERTIFICATE
2022-2023

I hereby certify that funds are available in the amount of \$ 135,182.96 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Breakdown of costs

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**Exhibit A:
Breakdown of costs for 2021-2022**

(which are the same rates as the 2020-2021 term)

CAFB PARTNER REIMBURSEMENT 2020 **
 Lease Area Calculations for Partner Reimbursement
 Version #1- Updated Expenses from 1/1/2020-12/31/2020

** shall also apply to reimbursement 2021-2022 pursuant to this Agreement

Agency	Office SF	%	Common Area Allocation	Total SF	% of Total Bldg Area	Space Reimbursement @ 1.50 SF	Share of Add'l Expenses/ Month*	Total Partner Charge/ April 2020-Sept 2020	Total Partner Charge/Oct 2020 to Sept 2021	
Blue	District Attys	2,721	13.69%	931	3,652	13.69%	\$ 5,478.00	\$ 1,754.36	\$ 43,394.14	\$ 86,788.28
Orange	County Attys	1,536	7.73%	526	2,062	7.73%	\$ 3,093.00	\$ 990.33	\$ 24,499.98	\$ 48,999.96
	All Other	15,612	78.57%	5,344	20,956	78.57%				
Net SF		19,869	100.00%	6,801	26,670	100%				
Common Area		6,801								
Gross SF		26,670								

*ADDITIONAL EXPENSES TO BE SHARED

	BUDGETED AMT
WATER	\$8,197.23
ELECTRIC	\$25,634.10
SECURITY	\$5,280.97
BUILDING MAINT - includes Janitor, lawn service, phone, pest service, property insurance & bldg repairs	\$114,613.30
TOTAL	\$153,725.60
	Estimate
Janitor	\$36,940.12
Lawn	\$10,054.85
Phone	\$31,031.82
Bldg Repairs & Supplies	\$16,232.51
Property Insurance	\$20,354.00
Total	\$114,613.30

New Rate
New Rate

Agency	Monthly Amt
DA	\$7,232.35
CA	\$4,083.34

**Exhibit B:
Breakdown of costs for 2022-2023**

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:
2022-922954

Date Filed:
08/16/2022

Date Acknowledged:
08/23/2022

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
Agreement for use of office space- District Attorney & County Attorney

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)