

STATE AGENCY MEMORANDUM OF UNDERSTANDING FOR USE OF FACILITY SPACE

1. PARTIES

This Memorandum of Understanding for Use of Facility Space (the “**MOU**”) is entered into by and between Tarrant County, Texas (“**County**”), and the Health and Human Services Commission (“**HHSC**”), for and on behalf of the Department of Family and Protective Services Commission (“**Occupying Agency**”), each a “**Party**” and collectively the “**Parties**,” pursuant to HHSC’s delegated authority from the Texas Facilities Commission.

2. AUTHORIZED REPRESENTATIVES

The following will act as the designated representative authorized to administer activities, including but not limited to, non-legal notices, consents, approvals, requests, or other general communications, provided for or permitted to be given under this MOU. The designated representative on behalf of each respective Party is as follows:

Owner

Michael Amador
Tarrant County Facilities Management
100 W. Weatherford, Suite 460b
Fort Worth, Texas 76196
(817) 884-1091
maamador@tarrantcounty.com

HHSC

Megan Krenek
Health and Human Services Commission
801 S. State Highway 161
Grand Prairie, Texas 75051
(972) 337-6136
megan.krenek@hhs.texas.gov

Either Party may change its designated representative by written notice to the other Party.

3. PURPOSE AND SPACE DESCRIPTION

Owner agrees to allow HHSC and Occupying Agency the exclusive right to use space within the real property owned by the Owner, and described in the next paragraph, to facilitate the delivery of governmental services in responding to the needs of families and victims of crime in Tarrant County. Owner waives all rental charges for the space, except for HHSC’s and Occupying Agency’s proportionate share of any reimbursable expenses, if any, as set forth in **Section 7**, HHSC’s Responsibilities.

The space to be provided by the Owner is approximately 1,967 usable square feet that includes rooms L167, L177 – L183, L187, and L188, and is located at 2701 Kimbo Road, Fort Worth, Texas 76111 (the “**Premises**”).

4. DURATION

This MOU shall be for the initial period of 57 months commencing on **December 1, 2022**, and ending on **August 31, 2027**, unless renewed, extended, or terminated pursuant to the terms and conditions of this MOU. The Parties, subject to mutually agreeable terms, may extend this MOU

for any period(s) of time, provided the MOU term, including all extensions or renewals, does not exceed ten years.

5. JOINT RESPONSIBILITIES

The Parties agree:

- a. this MOU is valid as long as HHSC or the Occupying Agency uses the Premises in accordance with the purpose stated in **Section 3** above;
- b. to review this MOU annually throughout the life of the MOU and provide written notice to the other Party if one Party determines a change to the MOU is needed; and
- c. provide at least 90 days advance written notice prior to the then current termination date of either Party's intent not to renew or extend this MOU.

6. OWNER'S RESPONSIBILITIES

The Owner agrees to:

- a. provide the Premises without rental cost;
- b. within 30 days of receiving notice, cure any violations of any city ordinance, state statute, federal law, or other matter that interferes with HHSC's or the Occupying Agency's intended use of the Premises;
- c.
- d. provide all utility services, that includes, but is not limited to, internet, continuous hot and cold water, wastewater, electricity, trash, and natural gas, if required, for heating and or cooling, at the Premises;
- e. provide and maintain all telecommunication services, including long distance and equipment to Lessee or Occupying Agency at the Premises;
- f. provide security;
- g. provide a temperature-controlled, secure room, to house HHSC's or Occupying Agency's network equipment and permit HHSC or Occupying Agency's network equipment, and permit HHSC or Occupying Agency to establish network connectivity via cabling throughout the Premises.
- h. provide daily, weekly, and monthly janitorial services and supplies, that includes, but is not limited to, vacuuming, mopping, dusting, wiping, cleaning and disinfecting, refilling dispensers, and emptying and removing trash at the Premises. Additionally, Owner will provide semi-annual janitorial services that includes steam cleaning carpets and rugs, waxing and buffing non-carpeted floors, and cleaning and dusting all light fixtures - in accordance with the Owner's current janitorial schedule;
- i. provide quarterly interior and exterior pest control services based on the current services schedule, and any additional pest control services as needed, at the Premises; and
- j. to keep the Premises and building(s) occupied by HHSC or Occupying Agency in good repair and condition, and maintain the exterior of the building(s) and adjacent grounds in an appropriate and regularly scheduled manner.

7. HHSC'S RESPONSIBILITIES

HHSC and the Occupying Agency agrees to:

- a. use and occupy the Premises in accordance with the purpose stated in **Section 3** above;

- b. make no alterations, additions, or improvements in, to, or about the Premises without prior written consent of the Owner;
- c. seek Owner's express written approval, which shall not be unreasonably withheld, for any signs to be installed on the Premises to indicate HHSC's or Occupying Agency's name, location, and governmental purpose, and shall only use Owner approved contractors to install said signs;
- d. provide the Owner advance written notice of any observed violations by Owner or the Owner's authorized agent of a city ordinance, state statute, federal law, or other matter that interferes with HHSC's or the Occupying Agency's intended use of the Premises;
- e. conform to reasonable published regulations that may be established from time to time by the Owner, for the general convenience of all tenants, excluding those regulations that conflict with federal and state laws or regulations, or HHSC's or Occupying Agency's policies;
- f. bring any additional furniture, fixtures, and equipment to the Premises reasonably necessary for the efficient exercise of HHSC's or Occupying Agency's governmental responsibilities, and the Parties agree that all such property shall remain the property of HHSC or Occupying Agency (e.g., personal computers, printers, facsimile, and postage meter);
- g. maintain the Premises in good condition, while allowing for normal wear and tear; and
- h. permit the Owner's designated representative to enter and examine the Premises with a minimum of 48 hours' advance written notice to HHSC and Occupying Agency. In the event of emergency or disaster, the Owner is not required to give advance notice.

8. ADDITIONAL TERMS AND CONDITIONS

- 8.1. Termination for Convenience. This MOU may be terminated early by either Party upon providing 120 days advance written notice to the other Party. However, if during the term of this MOU, the Premises, or any portion thereof, becomes condemned or uninhabitable, then HHSC shall have the option of terminating this MOU upon providing seven days notice to the Owner.
- 8.2. Removal of HHSC Property. On termination of this MOU, HHSC or Occupying Agency may for 60 days after the termination date, and at its sole option and expense, remove from the Premises any and all improvements, equipment, appliances or other property owned, placed, or installed by HHSC or Occupying Agency. HHSC shall deliver the Premises to the Owner in good order and condition, excluding reasonable use and ordinary wear and tear.
- 8.3. Uninhabitable or Condemnation. If, during the term of this MOU, the Premises, or any portion thereof, shall become uninhabitable or be condemned for any public purpose, HHSC or Occupying Agency shall have the option of terminating and canceling this MOU upon 14 days' notice to the Owner.
- 8.4. Assignment. No other assignment of the rights or obligations under this MOU will be valid without the written consent of the non-assigning Party.
- 8.5. Legal Notices. Any legal notice required under this MOU shall be deemed delivered when deposited by HHSC either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the address set forth

below for Owner. Legal notice given by Owner will be deemed effective when received by HHSC at the address below. The addresses are as follows:

Owner

Tarrant County Facilities Management
Attn: Michael Amador
100 W. Weatherford, Suite 460b
Fort Worth, Texas 76196

HHSC

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street; Mail Code 1100
Austin, Texas 78751

With copy to:

Health and Human Services Commission
Attn: Director of RAS Region 03
801 S. State Highway 161
Grand Prairie, Texas 75051
Email: megan.krenek@hhs.texas.gov

Either Party may change its address for legal notice by written notice to the other Party. All legal notices submitted to HHSC must:

- (1) include the MOU number;
- (2) be sent to the person(s) identified in the MOU; and
- (3) comply with all terms and conditions of the MOU.

- 8.6. **Public Information Act.** Information, documentation, and other material related to this MOU may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the “**Public Information Act**” or “**PIA**”). In accordance with Section 2252.907 of the Texas Government Code, Owner is required to make any information created or exchanged with HHSC or the Occupying Agency pursuant to this MOU, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to HHSC or the Occupying Agency.
- 8.7. **Governmental Liability.** Owner acknowledges that, because HHSC and Occupying Agency are agencies of the state of Texas, liability for the tortious conduct of the agents and employees of HHSC or Occupying Agency (other than medical liability of medical staff physicians) or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the “Texas Tort Claims Act,” *Texas Civil Practice and Remedies Code* Chapters 101 and 104, and that Workers’ Compensation Insurance coverage for employees of HHSC or Occupying Agency is provided by HHSC or Occupying Agency as mandated by the provisions of *Texas Labor Code* Chapter 503. Owner further acknowledges that, as an agency of the state of Texas, HHSC or Occupying Agency has only such authority as is granted to HHSC or Occupying Agency by state law or as may be reasonably implied from such law, and that HHSC or Occupying Agency shall have the right, at its option, to (a) obtain liability insurance protecting HHSC or Occupying Agency and its employees and property insurance protecting HHSC’s or Occupying Agency’s buildings and the contents; or (b) self-insure against any risk that may be incurred by HHSC or Occupying Agency as a result of its operations under this Agreement. Any obligation by HHSC under this Agreement to obtain insurance is expressly made subject to the HHSC’s authority under state law to obtain such insurance. No insurance carrier of either Party shall have a right of subrogation against the other Party to this Agreement.

- 8.8. Sovereign Immunity. The Parties expressly agree that no provision of this MOU is in any way intended to constitute a waiver by HHSC, the Occupancy Agency or the State of Texas of any immunities from suit or from liability that HHSC, the Occupying Agency or the State of Texas may have by operation of law. Notwithstanding the forgoing, if Owner is a state agency or department, district, authority, county, municipality, or other political subdivision of the State, then nothing in this MOU should be construed to abrogate any rights or affirmative defenses available to Owner under doctrines of sovereign and official immunity.
- 8.9. State Auditor's Right to Audit. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this MOU or indirectly through a subcontract under this MOU. The acceptance of funds directly under this MOU or indirectly through a subcontract under this MOU acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 8.10. Governing Law. This MOU shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this MOU is fixed in any court of competent jurisdiction of Tarrant County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to HHSC or the Occupying Agency.
- 8.11. Entire Agreement and Amendments. This MOU and all attachments incorporated and made a part of the MOU constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated into this MOU are void and have no legal effect. Any future amendment or modification to this MOU is not valid unless evidenced in writing and signed by the Owner and HHSC.

Signature Page Follows

**SIGNATURE PAGE FOR
MOU FOR USE OF FACILITY SPACE
HHSC LEASE NO. <NUMBER>**

By signing below, the Parties acknowledge that they have read this MOU and bind themselves to faithful performance of the duties and obligations therein.

Tarrant County, Texas

**Health and Human Services
Commission**

By: _____
B. Glen Whitley
Tarrant County Judge

By: _____
Otis Williams
Associate Commissioner for System
Support Services

Date of Execution: _____

Date of Execution: _____

Approved As To Form:

Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).