



COMMISSIONERS COURT  
COMMUNICATION

REFERENCE NUMBER

PAGE 1 OF

7

DATE: 12/13/2022

**SUBJECT: APPROVAL OF AN INTERLOCAL AGREEMENT BETWEEN  
TARRANT COUNTY AND TARRANT COUNTY HOSPITAL  
DISTRICT, D/B/A JPS HEALTH NETWORK FOR USE OF  
PREMISES LOCATED AT 1201 S. MAIN STREET, FORT WORTH**

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court approve an interlocal agreement (ILA) between Tarrant County and Tarrant County Hospital District, d/b/a JPS Health Network for use of premises located at 1201 S. Main Street, Fort Worth, Texas.

**BACKGROUND**

The purpose of this ILA is to allow the JPS Health Network to continue operating the JPS Women's Health Center located at 1201 S. Main Street, Fort Worth, Texas. JPS Health Network is a unit of local government and a political subdivision of the State of Texas pursuant to Chapter 281 of the Texas Health and Safety Code. The County is willing and able to offer the use of the Premises to JPS on a temporary basis. This Agreement serves the common interest of both parties as well as the public.

This ILA shall commence on the Effective Date as stated at the beginning of this agreement and end on December 31, 2026. Prior to December 31, 2026, the parties may agree in writing to extend this Agreement. Notwithstanding the foregoing, the parties may agree, by mutual agreement, in writing, to terminate this Agreement prior to the end of the Term. In the event of termination by either party, neither party shall have any further obligations to the other party under this agreement.

The Criminal District Attorney's Office has approved this interlocal agreement as to form.

**FISCAL IMPACT**

The fiscal impact for operating cost is \$865,461.00 from funds designated for this item in CARPA-2023.

*This item has been recommended or approved for ARPA/FRF funding.*

SUBMITTED BY: Facilities Management

PREPARED BY: Misty Foster  
APPROVED BY: Michael Amador



THE STATE OF TEXAS  
COUNTY OF TARRANT

§  
§  
§

## INTERLOCAL AGREEMENT

As provided by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement ("Agreement") is entered into and between **Tarrant County Hospital District d/b/a JPS Health Network ("JPS")** and **Tarrant County, Texas** (the "County"), (together "Parties") and shall be effective on December 13, 2022 ("Effective Date"). The Parties have reviewed the Agreement, and each make the following findings:

**WHEREAS**, JPS is a unit of local government and a political subdivision of the state of Texas pursuant to Chapter 281 of the Texas Health and Safety Code; and

**WHEREAS**, County owns certain real estate located at 1101 Main Street and 1201 Main Street, Fort Worth, Texas, as more particularly described in the attached **Exhibit "1"** (the "Premises"); and

**WHEREAS**, County is willing and able to offer the use of the Premises to JPS on a temporary basis; and

**WHEREAS**, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

**WHEREAS**, JPS and the Commissioners Court of Tarrant County each make the following findings:

- a) This Agreement serves the common interests of both parties;
- b) This Agreement will benefit the public;
- c) Each Party has authorized their representative to sign this Agreement.
- d) Both parties acknowledge that no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

**NOW, THEREFORE**, for and in consideration of the mutual undertaking hereinafter set forth and for adequate consideration given, the Parties agree as follows:

### 1. COUNTY RESPONSIBILITY

County shall provide the Premises for use by JPS.

County shall provide 24-hour access to the Premises. County will provide any keys, access cards or similar means to enter the Premises.

County shall provide routine and preventive maintenance and repair of Premises. For maintenance or repair calls, the County shall respond to routine matters as soon as possible, and at least within 24 hours, for emergencies within four hours.

County shall not be responsible for any and all activities, individuals and JPS property located on the Premises during JPS's use of the Premises. County hereby discloses that it does not hold any insurance that covers any and all activities, individuals or equipment located on the Premises.

County will provide the use of the Premises to JPS at no cost.

## **2. JPS RESPONSIBILITIES**

JPS assumes all the risk related to any and all activities, individuals and JPS property located on the Premises during JPS's use of the Premises.

JPS is responsible for providing utilities including electricity, water, gas, and trash.

JPS shall vacate the Premises when JPS's need for the Premises has lapsed, or at the end of the term of the agreement if no extension has occurred.

## **3. USE OF PREMISES**

JPS shall have access to the Premises for the purposes of Tarrant County Hospital District related activities twenty-four (24) hours a day, seven (7) days a week, subject to the following conditions:

- a) JPS shall use the Premises solely for Tarrant County Hospital District related purposes. JPS shall not lease/sublease any portion of the Premises.
- b) JPS shall not modify, alter, or remodel any portion of the Premises without the express written consent of the County.
- c) JPS shall use the Premises in a careful, safe, proper, and lawful manner.
- d) No explosive, hazardous or flammable materials may be stored in the Premises. No gasoline may be stored in the warehouse.
- e) No noxious or offensive activity shall be carried on, in, or around the Premises, nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance.
- f) Premises may not be used to store trash or rubbish, items emitting odors, plants or any other things which harbor insects, rodents, or other pests.
- g) JPS shall not make any duplicate keys or cards without the express written consent of the County. Upon termination of this Agreement JPS shall surrender any and all keys or access cards to County. If JPS fails to return County any provided set of keys or access cards, JPS will absorb the cost of replacing all locks and/or keys.
- h) JPS will maintain the premises in good and safe condition and will observe due diligence in securing the premises when entering and exiting. At the end of the Term, JPS agrees to remove all Tarrant County Hospital District property and leave the

Premises as good a condition as when it was provided, subject to reasonable wear and tear.

#### **4. INSPECTION AND INSURANCE**

County retains the right to inspect this Premises at any time. JPS is to carry insurance or self-insure with combined limits appropriate to the risk in connection with its activities on and in the Premises. Such limits should include personal property coverage including but not limited to damage or theft and personal liability coverage to protect JPS against injury claims from guests, visitors, employees, licensees, and contractors.

#### **5. CONDITION OF PREMISES**

Except as otherwise provided in this Agreement, JPS has inspected and hereby accepts the Premises in its existing condition as of the commencement date of this Agreement or the date that JPS takes possession of the Premises, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any covenants or restrictions of record hereto. County has made no representations or warranties expressed or implied of any nature whatsoever in connection with the condition of the Premises, and County shall not be liable for any latent or patent defects therein.

#### **6. FORCE MAJEURE**

County is not responsible for any damage caused by fire, wind, hail or water, or any Act of God, vandalism, or political disturbance.

#### **7. SECURITY MEASURES**

JPS hereby acknowledges that this Agreement hereunder does not include the cost of guard service or other security measures, and that County shall have no obligation whatsoever to provide same. Any security measures provided by County shall not be treated as a guarantee against crime or a reduction in the risk of crime. JPS assumes all responsibility for the protection of JPS, its guests and its property from acts of third parties. County shall not be liable to JPS, for damage, or loss to person or property caused by criminal conduct to their persons or property, including theft, burglary, assault, vandalism, or other crimes.

#### **8. NO WAIVER OF IMMUNITY AND THIRD PARTY**

This Agreement shall not be interpreted to confer any benefit to a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party's agent, or party's employee, otherwise provided by law.

#### **9. JOINT VENTURE & AGENCY**

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

#### **10. TERM AND TERMINATION**

This Agreement shall commence on the Effective Date as stated at the beginning of this Agreement and end on December 31, 2026 (the "Term"). Prior to December 31, 2026, the parties

may agree in writing to extend this Agreement. Notwithstanding the foregoing, the parties may agree, by mutual agreement, in writing, to terminate this Agreement prior to the end of the Term. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement.

Upon termination of this Agreement, County shall take possession of the Premises.

#### **11. NOTICES**

All notices required herein will be sent to the respective parties by Certified Mail, Return Receipt Requested at the following addresses:

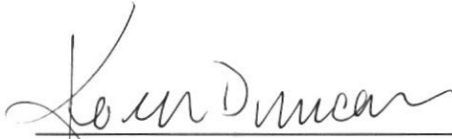
COUNTY: County Administrator, Tarrant County  
Attn: G. K. Maenius  
100 E. Weatherford St., Suite 404  
Fort Worth, TX 76196

JPS: Tarrant County Hospital District  
Attn: President and CEO  
1500 S. Main St.  
Fort Worth, TX 76104  
Telephone: (817) 927-1234  
Fax: (817) 924-1207

[Remainder of Page Intentionally Left Blank]

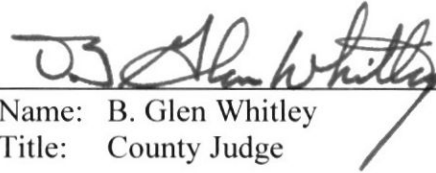
**Tarrant County Hospital District  
d/b/a JPS Health Network**

**Tarrant County, Texas**



Name: Karen Duncan  
Title: CEO

Date: \_\_\_\_\_



Name: B. Glen Whitley  
Title: County Judge

Date: December 13, 2022

**APPROVED AS TO FORM\***



**Criminal District Attorney's Office\***

\* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

**EXHIBIT 1**

**LEGAL DESCRIPTION**

BEING LOTS 1 AND 2, BLOCK J-A, ROSEDALE ADDITION, an Addition to the City of Fort Worth, Tarrant County, Texas according to plat recorded in Cabinet A, Slide 7318, Deed Records of Tarrant County, Texas.