

# **Texas Legal Services Center – Virtual Court Access Project**

## **Legal Access Kiosk Host Site - Memorandum of Understanding**

### **Memorandum of Understanding -- Parties**

The **Texas Legal Services Center** with an address of 1920 E. Riverside Dr., Suite A-120 #501, Austin, Texas 78741, hereinafter referred to as “TLSC,”

### **AND**

The **Dell DeHay Law Library** of Tarrant County with an address of 100 W. Weatherford Street, Fort Worth, Texas 76196, hereinafter referred to as the “Community-Based Partner”.

### **Recitals**

Texas Legal Services Center is creating a statewide network of Legal Access Kiosks (“LAKs”) to be stationed in a variety of court, agency, non-profit, and other community locations.

Legal Access Kiosks are a virtual access point to online court hearings in Texas, free and reliable legal information, and information on civil legal aid. Community-Based Partners will house a Legal Access Kiosk.

**1. TERM OF AGREEMENT:** This agreement will be effective upon execution and shall continue for a period of at **least one year from the date of the Legal Access Kiosk installation** and then beyond, upon subsequent mutual agreement of the parties. The Terms of the Memorandum of Understanding may be reviewed annually at the request of TLSC or the Community-Based Partner.

### **2. RESPONSIBILITIES OF TLSC:**

For the Legal Access Kiosks, at *no cost* to the Community-Based Partner:

1. Provide the equipment and setup of the kiosk; including kiosk stand/desk, computer, software and accessories.
2. After the Legal Access Kiosk is installed, provide remote and in-person IT support/maintenance and software licensing.

3. After the Legal Access Kiosk is installed, provide practical, non-legal support, for users of the Legal Access Kiosk in using online meeting technology to effectively attend remote court hearings online.
4. Appoint a contact person to coordinate with the Community-Based Partner on the use of the Legal Access Kiosk.
5. Provide the contact person's name and contact information to the Community-Based Partner.
6. If the contact person's name or contact information changes, notify the Community-Based Partner within 15 business days.
7. The contact person, appointed by TLSC, shall maintain communication with the Community Based Partner and provide assistance related to the services that TLSC provides.
8. Provide a scanner and installation of it, if requested by the Community-Based Partner.

### **3. RESPONSIBILITIES OF THE COMMUNITY-BASED PARTNER**

For the Legal Access Kiosks, at *no cost* to TLSC:

1. Appoint a contact person to coordinate with TLSC **and** IT Support vendor(s). The IT Support Vendor(s) will be the party(ies) that will handle supporting the remote installation of the kiosk and the remote technical support of the kiosk.
2. Provide the contact person's name and contact information to TLSC and the IT Support Vendor(s).
3. If the contact person's name or contact information changes, notify TLSC and the IT Support Vendor(s) within 15 business days.
4. If the Legal Access Kiosk is moved to a new address, inform TLSC and the IT Support Vendor(s) of the updated physical address of the Legal Access Kiosk within 15 business days.
5. Provide adequate space and accessibility to the Legal Access Kiosk. The Legal Access Kiosk shall be used as a resource for the Community- Based Partner's clients and patrons. The Legal Access Kiosk should not be used as a general workstation for the staff of the Community-Based Partner.
6. Provide internet access to the Legal Access Kiosk on a secured network.
7. Provide power to the Legal Access Kiosk.
8. Provide access (remote and in-person) to the Legal Access Kiosk for installation and ongoing IT Support.
9. Oversee that the Legal Access Kiosk equipment continues to function. Contact the IT Support Vendor(s) if there are issues with the equipment.
10. Place the Legal Access Kiosk in a place that allows it to be used in a confidential setting.
11. Periodically and as is necessary clean the Legal Access Kiosk equipment and the surrounding area to ensure it remains a professional setting.
12. Take on the duty to ensure that the Legal Access Kiosk and associated equipment is not stolen from the host site location.

#### **4. LIABILITY AND INDEMINIFICATION**

**To the extent permitted by the Texas Constitution, laws, and rules, and without waiving any immunities or defenses available to the Community-Based Partner as a governmental entity, the Texas Legal Services Center agrees to indemnify and hold the Community-Based Partner, The Dell DeHay Law Library, their officers, agents and employees harmless from any liability, loss or damage they may suffer as a result of claims, demands, costs or judgments arising directly out of activities carried out pursuant to the obligations of this Agreement, relating to the direct use, operation, and/or support of the Legal Access Kiosk at Community-Based Partner's physical location.**

#### **5. EQUIPMENT AND THEFT/DAMAGE**

The Community-Based Partner agrees to take reasonable steps to ensure the equipment of the Legal Access Kiosk is not damaged or stolen while at the Community-Based Partner's physical location.

The Texas Legal Services Center, for as long as it receives funding for this project from the Texas Access to Justice Foundation, and has available funds, agrees to replace, at TLSCS's cost, all stolen or damaged Legal Access Kiosk equipment at the Community-Based Partner's physical location.

#### **6. THE COMMUNITY-BASED PARTNER AGREES TO HOST:**

**One** Legal Access Kiosk at the physical address of 100 W. Weatherford Street, Fort Worth, Texas 76196.

#### **7. TERMINATION OF AGREEMENT**

This agreement may be terminated upon 30 days written notice to all parties of the agreement. The Community-Based Partner shall return all kiosk equipment to TLSC within 15 days after the date of termination.

#### **8. COMPLIANCE WITH LAWS**

In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

## **9. SIGNER NAMES AND SIGNATURES**

### **TEXAS LEGAL SERVICES CENTER**

Mailing Address: 1920 E. Riverside Dr., Suite A-120 #501, Austin, Texas 78741

Signer Name: Ms. Karen Speed Miller

Signer Title: Executive Director

Signer E-Mail: [KMiller@Tlsc.org](mailto:KMiller@Tlsc.org)

Signer Phone: 512-637-6753

Signature: 

Date: 1/15/2023

### **COMMUNITY-BASED PARTNER**

Organization Name: Dell DeHay Law Library of Tarrant County

Mailing Address: 100 W. Weatherford Street, Fort Worth, Texas 76196

Signer Name: Cara Sitton

Signer Title: Law Library Director

Signer E-Mail: [cesitton@tarrantcountytexas.gov](mailto:cesitton@tarrantcountytexas.gov)

Signer Phone: 817-884-1891

Signature:

Date:

**SIGNED AND EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**COUNTY OF TARRANT  
STATE OF TEXAS**

By: \_\_\_\_\_  
Tim O'Hare  
County Judge

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.