TARRANT COUNTY	§	RESOURCE CONNECTION
	§	LEASE AGREEMENT AMENDMENT NO. 2
STATE OF TEXAS	§	TARRANT COUNTY HOSPITAL DISTRICT

BY THIS AMENDMENT NO. 2, Court Order 131169, dated the 24<sup>th</sup> day of September, 2019, by and between Tarrant County, hereinafter referred to as LESSOR, and Tarrant County Hospital District, hereinafter referred to as LESSEE, is hereby amended and supplemented in the following respects:

#### 1. EXHIBIT "C," LEASE TERM

The Commencement Date of the Amended Lease for 1400 Circle Dr., Suite 200 and 2500 Circle Dr., shall be October 1, 2023. The term of the lease shall begin on the Commencement Date and shall continue for a period of two (2) years, ending on September 30, 2025.

Occupancy Cost shall be evaluated and fixed annually, based on the actual and anticipated operating expenses. Occupancy Cost shall be paid in accordance with Article III of the Lease.

### 2. EXHIBIT "D," RENTAL RATES

Effective October 1, 2023, for Tenant's occupancy in both buildings (the 1400 Building and the 2500 Building) Tenant shall pay Rent at an annual rate of \$7.74 per Tenant USF and Common Area Expense at the initial annual rate of \$1.06 per Tenant USF and Trash Compaction and Disposal at the initial annual rate of \$0.10 per Tenant USF. The Utilities, Common Area Expenses and Trash Compaction and Disposal rates charged to Tenant hereunder shall be subject to annual, but no more than annual, reasonable changes to reimburse County for its actual costs to provide such services according to standard industry practices.

Tenant's occupancy at the 1400 Building Tenant shall pay Utilities at the annual rate of \$3.75 per Tenant USF (as defined in Section 1.07 below) of occupied space at the 1400 Building. For the 2500 Building, Tenant will pay Utilities separately metered. Inasmuch as Tenant is the sole occupant in the 2500 Building, Tenant shall pay all the Utility costs for the 2500 Building but an additional utility infrastructure fee of \$0.50 per square foot has been added. An additional charge for trash compaction and disposal at the premises will be \$100.00 per month for each building (1400 Building and the 2500 Building). Trash collection at the premises will occur three (3) instances per week.

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.

Tarrant County Hospital District acknowledges that it is a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no Form 1295 disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

#### FISCAL FUNDING ACKNOWLEDGMENT

Notwithstanding any language to the contrary, Tenant acknowledges TARRANT COUNTY is a governmental entity and agrees TARRANT COUNTY may terminate this Agreement for future fiscal years if sufficient funding is not appropriated or allocated.

Both parties are in agreement as to the above. All other provisions of the above mentioned Lease Agreement remain in full force and effect. This Amendment is effective upon execution of this addendum.

AGREED TO AND ACCEPTED this day of	, 2023.					
TARRANT COUNTY STATE OF TEXAS	TARRANT COUNTY HOSPITAL DISTRICT D/B/A JPS HEALTH NETWORK					
By: Tim O'Hare County Judge	By: karen Duncan Karen Duncan President and CEO					
APPROVED AS TO FORM:						
Approved as to Form for Resource Connection and Commis  Criminal District Attorney's Office*	sioners Court:					
*By law, the Criminal District Attorney's Office may only approve from our client's legal perspective. Other parties may not rely on tindependent counsel.	e contracts for its clients. We reviewed this document as to form his approval. Instead those parties should seek contract review from					
Approved as to Form for Tarrant County Hospital District d	b/a JPS Health Network:					
Dapline Walker						
Name:Daphne Walker						
Title: General Counsel to Tarrant County Hospital JPS Health Network	District d/b/a					

# EXHIBIT "C" Lease Term

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## EXHIBIT "D" RENTAL RATE

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SqFt	JPS Health South Clinic 2500 Circle Drive							
39,800								
	FY2	4 Resource (	Connection	Occupancy Cos	st			
		Per SF		Annual		Monthly		
Rent	\$	7.74	\$	308,052.00	\$	25,671.00		
Utilities Infrastructure	\$	0.50	\$	19,900.00	\$	1,658.33		
Common Area	\$	1.06	\$	42,188.00	\$	3,515.67		
Trash	\$	0.10	\$	3,980.00	\$	331.67		
Extra Trash			\$	1,200.00	\$	100.00		
Total	\$	9.40	\$	375,320.00	\$	31,276.67		

SqFt	JPS Health Call Center							
10,540	1400 Circle Drive/Suite 200							
		Per SF		Annual			Monthly	
Rent	\$	7.74		\$	81,579.60		\$	6,798.30
Utilities	\$	3.75		\$	39,525.00		\$	3,293.75
Common Area	\$	1.06		\$	11,172.40		\$	931.03
Trash	\$	0.10		\$	1,054.00		\$	87.83
Extra Trash				\$	1,200.00		\$	100.00
Total	\$	12.65		\$	134,531.00		\$	11,210.92