

AUG 28 2023

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: _____

Meeting Date: 08/28/2023

Submitted By: _____

Department/Office: CJO

Signature of Director/Official: _____

Approved

Agenda Title:

Consider and Approve State Agency Memorandum of Understanding for Use of Facility Space with Texas Health and Human Services for 108 B East Kilpatrick St., Cleburne, Texas 76031

Public Description (Description should be 2-4 sentences explaining to the Court and the public what action is recommended and why it is necessary):

(May attach additional sheets if necessary)

Person to Present: _____

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: _____ minutes

Session Requested: consent (Action Item, Workshop, Consent, Executive)

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) Glen Cooper

Please Inter-Office All Original Documents to County Judge’s Office Prior to Deadline & List All External Persons Who Need a Copy of Signed Documents In Your Submission Email

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 Johnson County, State of Texas (“**Owner**”), and the Health and Human Services Commission (“**HHSC**”), for and on behalf of the Texas Department of State Health Services (“**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

Christopher Boedeker,
County Judge
N. Main, Room 120
Cleburne, Texas 76033
Tel. 817-556-6360
Email: countyjudge@johnsoncountytexas.org

HHSC

Megan Krenek,
Health and Human Services Commission
801 S. State Hwy. 161
Grand Prairie, Texas 75051
Tel. 972-337-3136
Email: 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 described in the next paragraph to facilitate the delivery of services to residents of Johnson County and the state of Texas, or other uses as deemed necessary by HHSC or Occupying Agency. Owner waives all rental charges for the leased 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 leased space to be provided by the Owner is approximately 1600 usable square feet that includes a client lobby, reception/clerical area, secured file room, four (4) offices, area network closet, electrical closet, one (1) staff restroom, one (1) client restroom, an exam/pharmacy room, one pass through storage area, one secured storage room, one break room and is located at 108 B East Kilpatrick St., Cleburne Texas 76031 (the “**Premises**”).

4. DURATION

This MOU shall be for the initial period of 48 months commencing on 1/1/2024 and ending on December 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. pay all taxes of whatever nature, levied and assessed and to be levied or assessed, on or against the Premises and improvements;
- c. 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;
- d. allow HHSC or the Occupying Agency to prepare and install any signs necessary to indicate HHSC's or the Occupying Agency, location, and governmental purpose;
- e. provide all utility services, that includes, but is not limited to, cable and internet, continuous hot and cold water, wastewater, electricity, trash, and natural gas, if required, for heating and or cooling, at the Premises;
- f. ~~provide and maintain a telephone system, that includes, but is not limited to, handsets, power supplies, and routers, for local/long distance phone services at the Premises;~~
- g. ~~provide and maintain an actively monitored security alarm and locking systems at 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;
- j. maintain a policy of all-risk property insurance covering the Premises in an amount equal to not less than 100% of the replacement cost thereof and maintain a policy of comprehensive general liability insurance insuring Owner against loss of life, bodily injury and/or property damage; and
- k. to keep the Premises and building(s) occupied by HHSC or the 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 Department of State Health Services agree 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. 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 intended use of the Premises;
- d. 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 the Occupying Agency's policies;
- e. establish and set up its own accounts for water and electrical services at the Premises;
- f. provide and maintain its own telephone system for local/long distance phone services at the Premises;
- g. provide and maintain its own security alarm and locking systems at the Premises;
- h. maintain the Premises in good condition, while allowing for normal wear and tear; and
- i. permit the Owner's designated representative to enter and examine the Premises with a minimum of 48 hours' advance written notice to HHSC and the 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 the 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 the 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 the Occupying Agency shall have the option of terminating and canceling this MOU upon 14 days' notice to the Owner.
- 8.4. Assignment. HHSC reserves the right to assign this MOU to any successor health and human services state agency or the Occupying Agency. 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

Johnson County, Texas
County Judge
Attn: Christopher Boedeker
2 N. Main, Room 120
Cleburne, Texas 76033

HHSC

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe Street, Mail Code 1100
Austin, Texas 78751-3146

With copy to:

Health and Human Services Commission
Attn: Director of RAS Region 03
801 S. State Highway 161
Grand Prairie, Texas 75050
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 the Occupying Agency are agencies of the state of Texas, liability for the tortious conduct of the agents and employees of HHSC or the 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 the Occupying Agency is provided by HHSC or the 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 the Occupying Agency has only such authority as is granted to HHSC or the Occupying Agency by state law or as may be reasonably implied from such law, and that HHSC or the Occupying Agency shall have the right, at its option, to (a) obtain liability insurance protecting HHSC or the Occupying Agency and its employees and property insurance protecting HHSC’s or the Occupying Agency buildings and the contents; or (b) self-insure against any risk that may be incurred by HHSC or the 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 Department of State Health Services 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 Travis 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.

Johnson County, Texas

By: 

Name: Christopher Boedeker

Title: County Judge

Date of Execution: 8-28-23

**Health and Human Services
Commissioner**

By: 

Otis Williams
Associate Commissioner for System
Support Services

Date of Execution: 8-29-23