

**FY 2025
FACILITIES USE AGREEMENT
FOR USE OF GALVESTON COUNTY MENTAL HEALTH WELLNESS CENTER
BUILDING AND GROUNDS**

(It is understood that the parties to this agreement will not conduct or allow to be conducted any program or take or allow to be taken any action that may damage the image or undermine the principles of The Gulf Coast Center or Galveston County).

THIS AGREEMENT made this 1st day of August 2025 between **Galveston County** and the **GULF COAST CENTER**, (Tenant) a community center, certified community behavioral health clinic and an agency of the State of Texas under the provisions of Chapter 534 of the Texas Health & Safety Code Ann. (Vernon 1992), as amended hereinafter referred to as "the Tenant."

WITNESSETH:

WHEREAS, the Tenant desires to use the facility buildings and grounds of the Galveston County Mental Health Wellness Center that portion of the facilities as defined in Section 3 of this agreement located at 1207 South Oak St, LaMarque TX 77568 for the sole benefit and enjoyment of the Tenant and its members,

AND WHEREAS, Galveston County desires to make available to the Tenant, a Certified Community Behavioral Health Clinic providing mental health, intellectual and developmental disability services, and substance abuse services, the above-mentioned premises,

NOW THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed that the above-mentioned premises shall be used and maintained by the Tenant subject to the following terms and conditions:

1. The undersigned will use the premise for the purpose of providing services to persons who have severe and persistent mental health diagnosis, substance use disorders, and intellectual disabilities and for no other purpose.
2. The term of this agreement shall be for 1 (one) Year (term), commencing on August 1, 2025 and ending on August 31, 2026. This Agreement may be renewed or extended by mutual written agreement of the Parties. The defined premises will be operated 24 hours a day, seven days a week or any other time as mutually agreed upon by the parties.
3. The specific area or areas of the Galveston County Mental Health Wellness Center to be utilized by Tenant are as follows:
 - **Office Space/ Nursing Station.** Tenant is granted access to and an exclusive right to the use of the portion of the building utilized for Tenant's staff offices and the nursing station and provisions of service to clients.
 - **Patient Rooms/ Calming Room.** Tenant is granted access to and an exclusive right to the use of the portion of the building utilized for Tenant's patient rooms, the calming room, and provisions of service to clients.

- **Food Warming Station area.** Tenant is granted access to and an exclusive right to the use of the portion of the building utilized for Tenant's food warming area and provisions of service to clients.
 - **Laundry Area.** Tenant is granted access to and an exclusive right to use of portion of building utilized for Tenant's laundry room and provisions of service to clients.
 - **Security Area.** Tenant is granted access to and exclusive right to the use of portion of building utilized for Tenant's security office and provisions of service to clients.
 - **Exam/ Consultation Rooms.** Tenant is granted access to and an exclusive right to the use of the portion of the building utilized for Tenant's exam and consultation rooms and provisions of service to clients.
 - **Medication Rooms.** Tenant is granted access to and an exclusive right to the use of the portion of the building utilized for Tenant's medication rooms and provisions of service to clients.
 - **Courtyard/ Common Areas.** Tenant is further granted an exclusive right to use the courtyard area and any portion of the Building which is for the common use, including but not limited to parking areas, ramps, private streets and alleys, landscaping, curbs, loading and unloading areas, sidewalks and walkways, meeting rooms, public restrooms, Building signs, service areas, entrances, lobbies, hallways, elevators, stairways and access ways, and other common facilities in the Building (collectively, "Common Areas").
 - **Parking Areas.** Tenant is further granted an exclusive right to use the Galveston County Mental Health Wellness Center parking lot. The parking spaces must be located within a reasonable distance of the entry to the Leased Premises. The parking charges ("Parking Charges") to Tenant are \$0.00 per month per reserved parking space and \$0.00 per month per unreserved parking space.
4. The fee for the use of the areas defined in Article 3 above will be **\$0.00 per month** (\$0/year).
5. **Utilities and Services.** Galveston County agrees to cover the cost for facility utilities. Galveston County agrees at its sole cost and expense to furnish (or cause third parties to furnish) all of the following utilities and services to the Premises:
- (a) Heat and Air Conditioning. On a 24 hour per day, 7 days a week basis, Galveston County shall ventilate and furnish to the entire Premises heat or air conditioning ("HVAC"), as appropriate for the season, at such temperatures and in such amounts and adjustments as required by governmental standards and regulations to maintain comfortable occupancy of the building.
 - (b) Electricity. On a 24 hour per day, 7 day per week basis, electric current in amounts reasonable and customary for the Permitted Use.

- (c) Gas. On a 24 hour per day, 7 day per week basis, in amounts reasonable and customary for the Permitted Use.
- (d) Water. On a 24 hour per day, 7 day per week basis, in amounts reasonable and customary for the Permitted Use, hot and cold running water for drinking, cleaning and lavatory purposes.
- (e) Waste Water. On a 24 hour per day, 7 day per week basis, in amounts reasonable and customary for the Permitted Use.
- (f) Bulbs and Ballasts. Replacement of Building-standard bulbs and ballasts as necessary.
- (g) Trash/Sanitation/Recycling. On a weekly basis, in amounts reasonable and customary for the Permitted Use. Normal refuse collection will be provided excluding medical waste.
- (h) Janitorial. Janitorial services to the Building and Premises with standards compliant with any identified government standard or regulation. Cleaning will be done on a schedule of no less than once a day. Janitorial services will be to office/administrative, lobbies, public bathrooms and common areas excluding patient rooms, medication rooms, exam or consulting rooms.
- (i) Lawn Care. Lawn Care services to the Building and Premises in a manner and to a standard that is customary in buildings of comparable size, quality and in the general vicinity of the building, but in no event less than twice monthly.
- (j) Maintenance. Galveston County shall maintain in good condition and repair all electric, water, sewer, and other utility lines and facilities in the Building that serve the Leased Premises and which are necessary for or used in the provision of the Landlord Services to the Leased Premises.

If additional services to Tenant are reasonably necessary, and providing the additional service is operationally and economically feasible, then Galveston County may, when requested by Tenant and at Galveston County's cost, (i) install and maintain separate utility metering devices; (ii) install supplementary heating or air conditioning units, or modify the existing heating or air conditioning system in the Premises; (iii) with respect to lighting beyond Building standard, purchase and replace light bulbs and ballasts, and/or fixtures; or (iv) with respect to additional cleaning work, instruct Galveston County's janitorial contractor to provide the above-standard services.

6. The Tenant agrees that while the premises are used by them, they will be responsible for any damage to the premises, its furniture, fixtures or other accouterment for any cause whatsoever. Any damage to the premises caused by Tenant's employees, affiliates, contractors, agents, or guest will be the responsibility of the Tenant. Subject to reasonable wear and tear, the Tenant is expected to return the premises to their original state of maintenance and repair upon the termination of this Agreement

7. Tenant shall comply with all laws, rules, regulations and requirements of all governmental bodies whether Federal, State, County or Municipal. Tenant shall hold Galveston County harmless, to the extent allowable and authorized by the constitution and laws of the State of Texas, from all of said matters including all code enforcement violations caused by Tenant.
8. The Tenant agrees, to the extent allowable and authorized by the constitution and laws of the State of Texas, to indemnify and hold harmless Galveston County from and against any and all claims, demands, actions, suits or causes of action, including counsel fees and other costs defending against the same for loss, damage, or personal injury (including death) arising from the use of the rented property and facilities by the Tenant, its members, guests, or invitees.
9. Galveston County will not be responsible or indemnify Tenant. Tenant, as a Covered Entity, will be solely responsible for the compliance of HIPAA, HITECH, and any applicable federal or state law regarding the above identified services. Tenant further acknowledges that Galveston County is not a "Business Associate" as defined by HIPAA. Galveston County is not responsible for the security of these records, equipment or any supplies.
10. The Tenant shall produce a certificate of insurance which provides limits of not less than the following:

General Property or Renters Insurance for Tenant purchased medical equipment.
\$500,000 insurance for injury to any one person;
\$500,000 total liability arising from any one incident;
\$100,000 property insurance against damage;
11. Galveston County shall produce a certificate of insurance for the actual facility buildings, property, and county purchased furniture and equipment, including the following:
General Property Insurance
Windstorm Insurance
Flood Insurance
12. Either party may cancel this agreement with 60 days notice without liability for any damages that might be sustained for such cancellation.
13. Tenant agrees not to use or allow the use of alcohol, or illegal drugs in or on property. Smoking is allowed only in the courtyards and not inside the physical structures and shall otherwise be restricted to designated areas.
14. Tenant agrees to adhere to Galveston County's Weapons/Gun policy.
15. The Tenant agrees to provide supervision, to the extent that said activities are carried on in a safe and orderly manner, for all areas defined as a part of this agreement.
13. The Tenant agrees to obtain the permission of Galveston County before removing any fixture or articles of furniture provided by Galveston County.

16. The Tenant agrees to see that the premises of Galveston County, its buildings, fixtures and furniture are left in a clean and sanitary condition.

IN WITNESS WHEREOF, the parties hereto having executed this agreement, the day and year first written above.

GALVESTON COUNTY

THE GULF COAST CENTER


Signature

FELICIA JEFFERY, CEO

I CERTIFY THAT THIS AGREEMENT WAS APPROVED BY THE BOARD OF TRUSTEES OF THE GULF COAST CENTER IN OPEN MEETING ON THE ____th DAY OF _____ 2025

Melissa Krauss
Secretary to the Board of Trustees