

The State of Texas



Austin, Texas

MEMORANDUM OF UNDERSTANDING GLO Contract No. 15-224-000-9010

THIS **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the **TEXAS GENERAL LAND OFFICE** (“GLO”), by and through the Chief Clerk and Deputy Land Commissioner of the Texas General Land Office, and the **TEXAS WORKFORCE COMMISSION** (“TWC”), by and through its Deputy Executive Director.

WHEREAS, TWC desires to sell certain real property owned by TWC in which the United States Department of Labor (“DOL”) retains equitable interest that is not currently on the Governor's Report prepared by the GLO or specifically authorized for sale by statute, (hereinafter collectively referred to as “TWC Property”); and

WHEREAS, TWC, from time to time, may request that the GLO sell specific parcels of TWC Property on behalf of, and for the benefit of, TWC; and

WHEREAS the GLO is willing to sell TWC Property on behalf of, and for the benefit of, TWC; and

WHEREAS, TWC and the GLO agree it is in the best interest of the State of Texas for the two aforementioned state agencies to have a clear understanding and procedure for handling matters relevant to sale of TWC Property, when TWC requests that any TWC Property be sold by the GLO;

NOW, THEREFORE, it is agreed between GLO and TWC (collectively “the Parties”) as follows:

1. TWC shall request, in writing, the specific TWC Property that it desires that the GLO sell.
2. The sale of TWC Property shall be under the authority granted TWC to sell TWC Property pursuant to the current Appropriations Act of the Texas Legislature

("Appropriations Act") and shall be sold contingent upon approval of the Governor and the Legislative Budget Board, as required by the Appropriations Act. If, at any time, the Legislature withdraws from TWC the authority to sell TWC Property, then this MOU shall automatically terminate and the Parties shall no longer have any obligations or rights hereunder.

3. Unless otherwise provided for herein, the GLO will sell the TWC Property in accordance with the GLO's current procedures, rules, regulations, statutes, and policies in the sale of property owned by the State of Texas for the use and benefit of any state agency,
4. All TWC Property in which DOL has an equitable interest will be sold by the GLO only after TWC has obtained disposition instructions from DOL and established a minimum sales price.
5. Contracts for the sale of TWC Property shall specifically reserve all mineral interests to the State, as the ownership of the minerals of the subject property dictates. The sales contracts shall also reserve for the State of Texas, or for such other state agency possessing such rights, the exclusive right to groundwater, water development rights, and related rights on the TWC Property.
6. TWC Property will be conveyed by Deed Without Warranty and with the same legal description contained in the deed pursuant to which TWC originally purchased the specific TWC Property.
7. To compensate GLO for its expenses associated with each sale of TWC property, GLO shall be allowed to deduct two percent (2%) of the sales price from the proceeds of each sale prior to disbursement to TWC. This deduction for expenses shall be a minimum of \$500, and a maximum of \$15,000. GLO's anticipated expenses include, without limitation, expenses to prepare the subject property for sale, bid publication, appraisal fees, brokers fees, surveys, legal work, title insurance charges, and administrative costs. The need for, and the amount expended for GLO and third party expenses shall be at the GLO's sole discretion.
8. Environmental investigation, remediation and necessary repairs to TWC property shall be the responsibility of TWC. GLO, in its sole discretion, may delay the marketing of any such TWC Property until such investigation, remediation, and repairs have been completed.
9. The intent of this MOU is to cover all TWC Property that may be sold pursuant to authority granted to TWC in the current Appropriations Act.
10. This MOU is not applicable to the sale by the GLO of any TWC property that has been placed on the Governor's Report pursuant to Chapter 31 of the Natural Resources Code. or the sale of any specific property that is subject to sale by specific legislation, other than the Appropriations Act.

11. This MOU shall not be construed as creating any debt on behalf of the State of Texas and/or the Parties in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the Parties hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, this MOU may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
12. Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO

Texas General Land Office
1700 N. Congress Avenue, P.O. Box 12873
Austin, TX 78701
Attention: Legal Services Division

TWC

Texas Workforce Commission
101 East 15th Street, RM-316T
Austin, Texas 78778
Attention: Deputy Executive Director

13. Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided. This MOU shall be effective as of the date executed by the last Party and shall terminate two years from the Effective Date. The Parties may extend this MOU subject to terms and conditions mutually agreeable to both Parties.
14. Either Party may terminate this MOU, with or without cause, after thirty days written notice to the other party provided, however, any sale of TWC Property for which a contract has been fully executed before the date of the written notice, shall be completed by the GLO.

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SIGNATURE PAGE FOR GLO CONTRACT NO. 15-224-000-9010

GENERAL LAND OFFICE

TEXAS WORKFORCE COMMISSION

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Name: _____
Deputy Executive Director

Date of execution: _____

Date of execution: _____

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^{DS} Drv ^{DS} KS
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