

INTERLOCAL COOPERATION CONTRACT

Between the Texas Department of Public Safety and Sabine County for Driver License Office Space

I. Parties

This contract ("Contract") is made and entered by and between Sabine County ("County") and the Texas Department of Public Safety ("TXDPS"), acting by and through authority delegated from the Texas Facilities Commission under Chapter 2167 of the Texas Government Code, referred to herein as the "Parties," pursuant to the authority granted in Chapter 521 of the Texas Transportation Code and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

II. Purpose

The purpose of this Contract is to provide TXDPS the exclusive use of 428 square feet of free office space together with the non-exclusive use of the property owned by the County to provide driver license services at a Driver License Office located at 213 Market St. Hemphill Sabine County Texas, further described and identified in Exhibit A, Legal Property Description and Exhibit B, Office Diagram which is attached and incorporated herein (the "Premises"). The County has made the determination that the responsibilities and obligations of the County as described in this Contract are within its authority.

III. Responsibilities of Parties

- A. With the County's funds, the County shall acquire and provide TXDPS, at no cost to TXDPS, the following items for the operation of a Driver License Office:
1. A lockable, exclusive use, Americans with Disabilities Act ("ADA")-compliant room.
 2. Sufficient electrical outlets with a minimum current draw of 12 amps to support required TXDPS equipment;
 3. Access at A/C unit in room.
 4. Access to ADA-compliant bathrooms for both employees and customers during set business hours;
 5. Permission to install security camera(s) and (if necessary) secured keycard access to the Driver License Office;
 6. Utilities including electricity, water, gas, trash, and janitorial services;
 7. Sufficient parking to accommodate Driver License employee and customers;
 8. Provide a designated location to conduct parallel parking for Driver License;
 9. ADA-compliant and accessible parking and access routes;
 10. Provide labor to paint interior walls with paint provided by DPS, using Driver License standard colors.
 11. Routine and preventive maintenance and repair of the Premises used by TXDPS. For maintenance or repair calls, the County shall respond to routine matters within 24 hours and emergency matters within four (4) hours.

- B. With TXDPS' funds, TXDPS shall acquire and provide, at no cost to the County, the following items for the operation of a Driver License Office:
1. Telephone lines and service;
 2. High speed ISP internet connections (T1 or Ethernet) and service;
 3. Required signage for the Driver License Office;
 4. Paint;
 5. All furniture and equipment required to operate the Driver License Office, which will remain the property of TXDPS, including the items listed below:
 - a. Workstation(s) with locking drawers and desk office chair(s);
 - b. Sufficient number of customer chairs;
 - c. Computers, photo and fingerprint capture devices, vision testing, and signature scanner devices; and
 - d. Automated Driver License Testing System(s) ("ADLTS") based on customer volume.
- C. Driver license services will be provided at the Driver License Office when the office temperature range is within acceptable safety standards and when no other condition(s) make it unsafe for the TXDPS employee(s) to operate the Driver License Office at the Premises.
- D. TXDPS retains the right to temporarily dismantle the set up and equipment at the Driver License Office during times of an emergency or disaster to provide support to alternative areas requiring driver license services as a result of an emergency or disaster.

IV. Terms and Conditions

- A. Term: This Contract will become effective on the date it is signed by the last of the two Parties to this Contract. The initial term of this Contract will be for a five (5) year term. Upon mutual written agreement between the Parties, the Parties may renew this Contract, in whole or in part and under the same terms and conditions, for term(s) of five (5) years each.
- B. Termination: Either Party may cancel this Contract for any reason upon ninety (90) calendar days prior written notice to the other Party. In no event will termination under this section by TXDPS give rise to any liability whatsoever on the part of TXDPS.
- C. Cost Reimbursement: The County is providing the use of the Premises to TXDPS at no cost.
- D. Funding Out: TXDPS is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If TXDPS and/or the subject matter of this Contract become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or lack of appropriated funds which would render the performance to be provided under this Contract impossible, unnecessary, void, or substantially amended, TXDPS may immediately terminate this Contract without penalty to, or any liability whatsoever on the part of TXDPS, the State of Texas, and the United States. Termination under this section is immediate.
- E. Use of Premises: TXDPS shall use the Premises and the improvements thereon solely for a TXDPS purpose. TXDPS will not sublease or assign its use of the Premises as provided herein.

- F. Secure Premises: TXDPS shall take all reasonable measures to keep the Premises secure that are in TXDPS' use and control.
- G. Compliance of Premises: The County certifies that the Premises to be occupied by TXDPS will comply with all applicable federal, state, and local laws, statutes, and ordinances, codes, rules, and regulations, which include compliance with all applicable handicapped accessibility requirements, such as the Americans with Disabilities Act. The Premises will meet all zoning and building code requirements of the local government code in which the space is located. Acceptance of the Premises does not exonerate the County from meeting all applicable requirements. No requirement may be waived by TXDPS.
- H. No Liability for Employees: Each Party to this Contract will have no liability whatsoever for the actions or omissions of an individual employed by another Party, regardless of where the individual's actions or omissions occurred. Each Party is solely responsible for the actions and/or omissions of its employees, officers and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the Parties, liability, if any, will be shared by each Party in accordance with the applicable laws of the State of Texas, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the Parties hereto and not for the benefit of any person or entity not a Party hereto; nor will any provision hereof be deemed a waiver of any defenses available by law.
- I. Authority to Enter Premises: Upon prior written notice to and consent by TXDPS, the County shall have the ability to enter the Premises for purposes deemed necessary, such as maintenance, repairs, or janitorial services, by the County; however, in no event will the County unreasonably interfere with the use of the Premises by TXDPS.
- J. Criminal History Background Checks: The County shall have its personnel who will have access to the Premises, including but not limited to those persons providing maintenance, repairs, or janitorial services, submit to a TXDPS fingerprint-based criminal history background investigation at TXDPS' expense, if required by TXDPS. To facilitate this criminal history background investigation, each person who will have access to the Premises shall complete a TXDPS HR Personal History Statement Form and provide fingerprints that are acceptable to TXDPS. The County will not allow its personnel to have access to the Premises that have not submitted to and successfully completed a TXDPS fingerprint-based criminal history background investigation.
- K. Immigration and U.S. Department of Homeland Security's E-Verify System: The County shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration Reform and Control Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA"), and the Immigration Act of 1990 (8 U.S.C. §1101 *et seq.*) regarding employment verification and retention of verification forms for any individual(s) who will perform any labor or services under this Contract.

By entering into this Contract, the County certifies and ensures that it utilizes and shall continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- (1) All persons employed to perform duties within Texas during the term of this Contract; and
- (2) All persons (including subcontractors) assigned by the County to perform work pursuant to this Contract within the United States of America.

The County shall provide, upon request of TXDPS, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above by the County and the County's subcontractors as proof that this provision is being followed.

If this certification is falsely made, this Contract may be immediately terminated at the discretion of the State and at no fault to the State with no prior notification. The County shall also be responsible for the costs of any re-solicitation that the State must undertake to replace this terminated Contract.

- L. Non-Incorporation: This Contract constitutes the entire agreement between the Parties with regard to the matters made the subject of this Contract. There are no verbal representations, inducements, agreements, or understandings between the Parties other than those specifically set forth herein.
- M. Amendments: No modifications, amendments or supplements to, or waivers of, any provision of this Contract will be valid unless made in writing and signed by both Parties to this Contract.
- N. Force Majeure: Neither Party will be liable to the other for any default or delay in the performance of its obligations under this Contract caused by force majeure, provided the Party seeking to be excused has prudently and promptly acted to take any and all reasonable corrective measures that are within the Party's control. Force majeure is defined as those causes beyond the control of the Party required to perform that are generally recognized under Texas law as a force majeure event, such as acts of God, unusual weather conditions, fire, riots, sabotage, acts of domestic or foreign terrorism, or any other cause beyond the reasonable control of such Party.
- O. Governing Law and Venue: This Contract will be construed under and in accordance with the laws of the State of Texas. Except as otherwise provided by Chapter 2260 of the Texas Government Code, venue for any litigation between the Parties will be Travis County, Texas.
- P. Dispute Resolution: The County shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and the applicable TXDPS administrative rules to attempt to resolve all disputes or contract claims arising under this Contract.
- Q. No Joint Enterprise: The provisions of this Contract are not intended to create, nor will they be in any way construed to create, a joint venture, a partnership, or to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Parties whatsoever with respect to the Parties' indebtedness, liabilities, and obligations.

- R. Severability: If any provision of this Contract is held to be invalid, unenforceable, or illegal in any respect, such provision will be fully severable, and the remainder of this Contract will remain valid and in full force and effect.
- S. Notice: Any notice required or permitted under this Contract will be in writing and will be directed to the Parties as designated below and will be deemed given: (i) when delivered in hand and a receipt granted; (ii) when received if sent by certified mail, return receipt requested; (iii) upon three (3) business days after deposit in the United States mail; or (iv) when received if sent by confirmed facsimile or confirmed email:

If to TXDPS:

Texas Department of Public Safety
Administration Division – Facilities
Attention: ronald.lunsford@dps.texas.gov
5805 North Lamar Boulevard
Austin, Texas 78752
Telephone: (512) 438-6548
Email: ronald.lunsford@dps.texas.gov

With a copy to:

Texas Department of Public Safety
Driver License Division
Attention: Amelia Flores, Regional Manager
#2 Hilbig
Conroe, Texas 77301
Telephone: (936) 442-2829
Email: amelia.flores@dps.texas.gov

If to the COUNTY:

Honorable Daryl Melton
Sabine County
201 Main St
Hemphill, TX 75948
Telephone: (409) 787-3543
Email: cookie.cryer@co.sabine.tx.us

Either of the Parties may change its address or designated individual(s) to receive notices by giving the other Party written notice as provided herein, specifying the new address and/or individual and the date upon which it will become effective.

- T. Signatory Authorization: The signatories for the Parties hereby represent and warrant that each has full and complete authority to enter into this Contract.
- U. Certifications: The Parties certify the following: that each Party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party; that this Contract is authorized by the governing body of the Parties; and that each has the authority to enter into this Contract.

Having agreed to the terms and conditions stated herein, the Parties do hereby execute this Contract.

SABINE COUNTY:

Daryl Melton
Signature

Honorable Daryl Melton, County Judge
Name & Title

10/25/16
Date

TEXAS DEPARTMENT OF PUBLIC SAFETY:

Joe Peters
Signature

Joe Peters, Assistant Director, Driver License Division
Name & Title

11/17/16
Date



Exhibit A: Legal Description

03/11/2016 15:09 Robert Neal Law Office

(FAX)4097873907

P.001/002

941456

WARRANTY DEED

THE STATE OF TEXAS X
COUNTY OF SABINE X

KNOW ALL MEN BY THESE PRESENTS:

That MAVALEE CORPORATION, A Louisiana Corporation of Caddo Parish, Louisiana, Acting herein by and through its President JOHN C. BRAY, hereunto duly authorized by its Board of Directors, for and in Consideration of the sum of TWENTY EIGHT THOUSAND AND NO/100 (\$28,000.00) cash to it in hand paid by SABINE COUNTY, TEXAS, the receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said SABINE COUNTY, TEXAS, P. O. Box 716, MEMPHILL, TEXAS, 75948, all that certain tract or parcel of land, lying and being situated in the State of Texas and County, of Sabine, described as follows, to-wit:

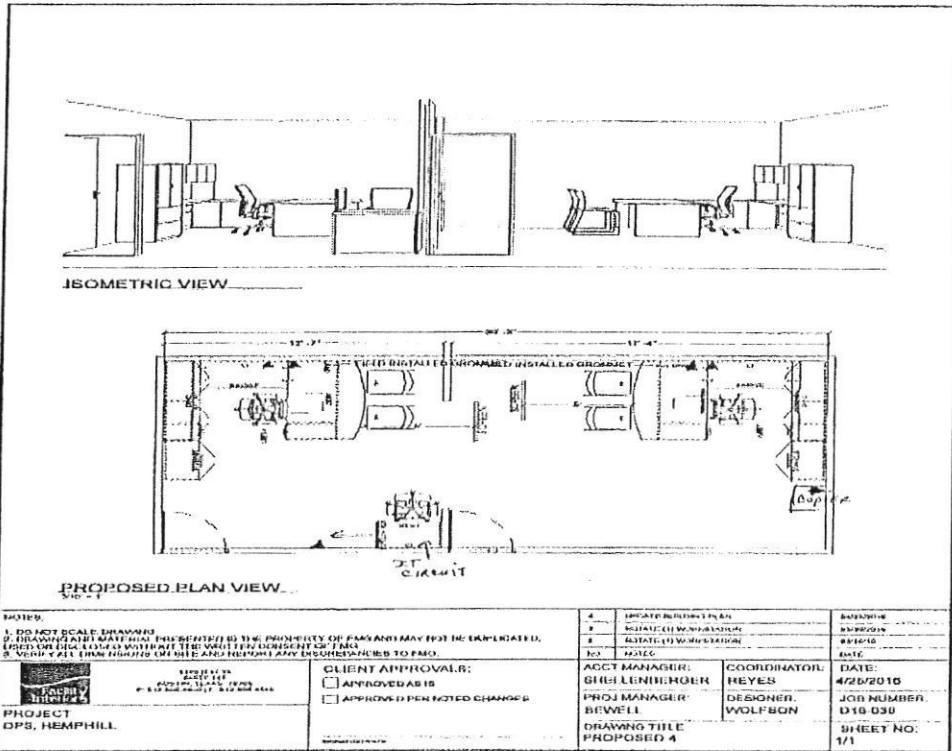
BEING a portion of Lot No. 1, in Block No. 24 of the Town of Memphis, Texas, according to the original map or plat of said Town of Memphis, Texas, said parcel being described by field notes as follows:

- BEGINNING at the Northwest corner of Block No. 24;
- THENCE EAST with the North line of said Block No. 24, a distance of 60 feet;
- THENCE SOUTH a distance of 150 feet;
- THENCE WEST a distance of 60 feet;
- THENCE NORTH a distance of 150 feet to the PLACE OF BEGINNING.

IT IS HEREBY STIPULATED AND UNDERSTOOD that and undivided one-third of all oil, gas and other minerals in, upon and under the above described lands are hereby excepted from this conveyance, which mineral interest was conveyed by W.L. Moody Cotton Company to Robert M. Hitchings, et al, by a Mineral Deed, dated February 28, 1938, and recorded in Volume 46, Page 64, Deed Records of Sabine County, Texas.

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Exhibit B.
Diagram



<p>NOTES:</p> <p>1. DO NOT SCALE DRAWING</p> <p>2. DRAWING FILE NAME SHALL PRESENTED BY THE PROPERTY OF PM/ANY MAY NOT BE EXPLOITED.</p> <p>3. FROM ONE FILE, CANNOT WITH ANY THE WHOLE OR PART OF THE FILE</p> <p>4. YOU CAN FILE FROM ANY FILE, CANNOT WITH ANY THE WHOLE OR PART OF THE FILE</p>		<p>4. DATE: 4/25/2016</p> <p>5. DATE: 4/25/2016</p> <p>6. DATE: 4/25/2016</p> <p>7. DATE: 4/25/2016</p>
<p>PROJECT: DPS, HEMPHILL</p>	<p>CLIENT APPROVALS:</p> <p><input type="checkbox"/> APPROVED AS IS</p> <p><input type="checkbox"/> APPROVED PER NOTED CHANGES</p>	<p>ACCT MANAGER: GIBB LINDENHOER</p> <p>COORDINATOR: HEYES</p> <p>PROJ MANAGER: BEWELL</p> <p>DESIGNER: WOLFSON</p> <p>DRAWING TITLE: PROPOSED A</p>