

**STATE OF TEXAS**       §  
                                  §  
**HIDALGO COUNTY**     §

**MEMORANDUM OF UNDERSTANDING BETWEEN  
HIDALGO COUNTY AND  
TEXAS DEPARTMENT OF PUBLIC SAFETY  
(Fraud Investigations Unit)**

**THIS MEMORANDUM OF UNDERSTANDING ("MOU")** is entered into between **HIDALGO COUNTY** ("County") and **TEXAS DEPARTMENT OF PUBLIC SAFETY** ("DPS") for the purpose of providing office space for the DPS. The County and the DPS are sometimes, hereinafter collectively referred to as the "Parties".

**WHEREAS**, DPS is a political subdivision of the State of Texas, operating under the general laws of the State of Texas;

**WHEREAS**, County is a county in Texas;

**WHEREAS**, COUNTY and DPS recognize that each possesses certain prescribed duties and functions under the laws of the State of Texas including the requirement to provide police protection to the citizens of Texas and Hidalgo County; and

**WHEREAS**, DPS provides a valuable service to the citizens in Hidalgo County by providing police protection, street and highway patrol and response to accidents and emergencies when applicable;

**WHEREAS**, DPS desires to place more patrol officers and administration staff in Hidalgo County and County would greatly benefit by DPS's added presence;

**WHEREAS**, DPS desires to lease space in County-owned and County-leased facilities in order to provide a greater presence in the area and County has such space available for DPS's use;

**NOW, THEREFORE**, in consideration of the mutual promises, conditions and covenants passing between the parties hereto, it is understood and agreed by and between the parties to this MOU as follows:

1. County and DPS mutually warrant that they possess adequate legal authority to enter into this MOU and that the parties' governing bodies have authorized the signatory officials to enter into this MOU to bind the parties to the terms of this MOU.
2. County agrees to make certain space available to DPS for their use as office space in County-owned or County-leased facilities more particularly described in Exhibit "A" (the "Office Spaces") at no cost to DPS.

3. In exchange for the use of the Office Spaces described in Exhibit "A", and other good and valuable consideration described herein, DPS agrees to increase its patrol and police protection of County roads and highways and to increase its overall presence in County for the benefit of the citizens of County.
4. **Term.** The term of this MOU shall be for a **period of five (5) year(s)**, commencing on **November 18, 2008**, and terminating on **November 17, 2013**. The parties have the option to renew this MOU for five (5) additional one (1) year terms.
5. County shall provide all cleaning of Office Spaces, including common areas and shall be responsible for payment of all utilities in the Office Spaces.
6. County shall provide telephone services including equipment and internet drops to accommodate the reasonable needs of DPS and DPS will be responsible for installation and maintenance of any upgrades for networking capabilities, as approved by the County IT Department.
7. County shall comply with the American with Disabilities Act (42 U.S.C. §12101 et. seq.) at each of the Office Spaces.
8. DPS may not make any alteration, additions, or improvements to the occupied space without the prior written consent of the County. All alterations, additions, or improvements made by the DPS shall become the property of the County at the termination of this MOU; if the COUNTY so elects, however, the DPS shall, at County's request, promptly remove all alterations, additions, and improvements, and any other property placed in the space by the DPS and shall repair any damage caused by such removal. No physical modification shall be made to the property without the prior written approval of the County.
9. DPS shall secure each Office Space from entry by unauthorized persons during non-business hours.
10. DPS shall be responsible for securing each Office Space and all personal property located therein.
11. DPS agrees not to discriminate against any employee or applicant for employment because of race, creed, color, or national origin. DPS agrees to comply with all state and federal laws regarding affirmative action as applied to all employees in the designated space.
12. DPS shall take good and tenant-like care of the space and shall not permit waste or any illegal use thereof by itself or its employees, and shall not permit the operations of any activity contributing to or causing air, water, or soil pollution, constituting a danger to the safety of human life or structures, and on notice by the County, shall remedy any condition causing danger, harm, or pollution to air, soil, or water.

13. **Title and Scope of Use.** DPS shall have no right, title or interest in any of the Office Spaces, except the right to use as detailed herein.
14. **Termination.** Either party shall have the right to cancel and terminate this entire MOU, by giving the other party written notice of such cancellation at least sixty (60) days prior to the desired cancellation date. Either party shall also have the right to cancel and terminate the leasing of any specific Office Space described in Exhibit "A", by giving the other party written notice of such cancellation at least sixty (60) days prior to the desired cancellation date.
15. **Automatic Termination.** This MOU shall automatically terminate upon the occurrence of any of the following: (1) failure of the DPS to perform its duties under this MOU and to cure such failure within ten (10) days after receiving notice; (2) a substantiated allegation of criminal wrongdoing by the DPS involving the occupied space or activities in the space.
16. County or its authorized agent shall have the right, at any reasonable time, to enter the premises for the purpose of making repairs, alterations, improvements or inspections, as it deems necessary and advisable
17. **Warranties.** **DPS ACKNOWLEDGES THAT HIDALGO COUNTY IS PROVIDING DPS WITH THE RIGHT TO USE THE OFFICE SPACES "AS IS" WITH ANY AND ALL FAULTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL POLLUTANTS, ASBESTOS, UNDERGROUND STORAGE TANKS AND/OR ANY OTHER HAZARDOUS MATERIALS, AND THAT HIDALGO COUNTY HAS NOT MADE ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITIONS OF SUCH OFFICE SPACES. DPS HEREBY WAIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES AND LIENS BASED ON ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF SUITABILITY FOR A PARTICULAR PURPOSE, ANY AND ALL WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES OF HABITABILITY, AND ANY OTHER IMPLIED WARRANTIES NOT EXPRESSLY SET FORTH IN THIS CONTRACT. DPS ACKNOWLEDGES AND AGREES THAT DPS HAS FULLY EXERCISED THE RIGHT TO INSPECT THE OFFICE SPACES FOR ANY DEFECTS AS TO THE SUITABILITY OF SUCH PROPERTY FOR THE PURPOSE TO WHICH DPS INTENDS TO USE THE OFFICE SPACES. THIS CONTRACT IS SUBJECT TO ALL COVENANTS, EASEMENTS, RESERVATIONS, RESTRICTIONS, AND OTHER MATTERS OF RECORD APPLICABLE TO THE PREMISES.**

**EACH PARTY TO THIS CONTRACT AGREES THAT IT SHALL HAVE NO LIABILITY WHATSOEVER FOR THE ACTIONS AND OMISSIONS OF AN INDIVIDUAL EMPLOYEE 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. WHERE INJURY OR PROPERTY DAMAGE RESULT FROM THE JOINT OR CONCURRING ACTS AND/OR OMISSIONS OF THE PARTIES, LIABILITY, IF ANY, SHALL 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 SHALL ANY PROVISION HEREOF BE DEEMED A WAIVER OF ANY DEFENSES AVAILABLE BY LAW.**

18. **DPS's Liabilities.** DPS shall assume all liability for damages to property and injury or death to persons as a result of or arising out of DPS's, its employee's, its agent's, its



**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_ 2008, to be effective as of September 8, 2008.

**TEXAS DEPARTMENT OF PUBLIC SAFETY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**COUNTY OF HIDALGO**

\_\_\_\_\_  
Juan D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVE AS TO FORM:**  
ATLAS & HALL, LLP

\_\_\_\_\_  
By: Stephen Crain

**CORRECTED**

**EXHIBIT "A"**

**TEXAS DEPARTMENT OF PUBLIC SAFETY  
(FRAUD INVESTIGATIONS UNIT)**

**OFFICE SPACES**

**Three (3) ~~10x10~~ office spaces** located in the 4<sup>th</sup> Floor in the Hidalgo County Administration Building, 100 E. Cano St., Edinburg, Texas 78539.