

MEMORANDUM OF UNDERSTANDING

Between the Texas Department of Public Safety and Hidalgo County

This Memorandum of Understanding ("MOU") is entered into by and between the Texas Department of Public Safety ("TXDPS"), a Texas state agency, and Hidalgo County (the "County"), a political subdivision of the State of Texas, for the purpose of the County providing office space to TXDPS in Edinburg, Texas. Collectively, TXDPS and the County will be referred to as the "Parties" in this MOU.

A. PURPOSE:

Given the impending renovation and temporary closure of the TXDPS McAllen Driver License Office, TXDPS and the County have determined that it is in their mutual interest to establish a temporary TXDPS Driver License Office in Edinburg, Texas, in order to continue to serve the needs of the citizens of the County.

Further, the Parties have determined that it is in their mutual interest for TXDPS to establish a TXDPS Driver License Office to be located in an existing County building, located at 1212 S. 25th St. in Edinburg, Texas, 78539 and consisting of approximately 7500 square feet of office space.

In consideration of the services that TXDPS provides to the citizens of the County, the County agrees to lease the office space to TXDPS at no charge and as set forth under the terms of this MOU.

B. RESPONSIBILITIES OF BOTH PARTIES:

1. Each party warrants that it possesses adequate legal authority to enter into and perform this MOU;
2. Neither party shall have any liability whatsoever for the actions or omissions of an individual employed by the other party, regardless of where the individual's actions or omissions occurred. Each party is solely responsible for the actions and/or omissions of its own employees, officers, and agents. Where injury or property damage results 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 provisions hereof be deemed a waiver for any defenses available by law;
3. Each party shall develop a communication plan and flowchart to keep the other party informed of any status changes at, or to, the aforementioned address; and
4. It is understood that each party will respectively bear all of its own costs incurred in carrying out its responsibilities as set forth in this MOU.

C. TXDPS RESPONSIBILITIES:

1. TXDPS shall assume all liability for damages to property and injury or death to persons as a result of or arising out of TXDPS, its employees', agents', representatives', and/or contractors' use of the premises and the improvements in connection therewith and located thereon;
2. TXDPS may use the premises and the improvements thereon solely for TXDPS exercising any of its lawful functions;
3. TXDPS shall not sublease or assign its use of the premises;
4. TXDPS 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, or 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;
5. TXDPS shall provide its own: telephone system, to include local and long distance telephone service; internet access; and custodial services;
6. TXDPS shall provide its own furniture;
7. TXDPS shall provide its own telephone and/or computer network equipment, cabling, etc., after execution of this MOU and until termination of this MOU; and
8. TXDPS shall support the costs associated with the TXDPS responsibilities as outlined; no other costs or rental payments shall be incurred by TXDPS.

D. COUNTY RESPONSIBILITIES:

1. The County shall make approximately 7500 square feet of office space available for TXDPS use in the County building located at 1212 S. 25th St., Edinburg, Texas, 78539;
2. The County shall provide all repair and maintenance to the building, located at 1212 S. 25th St., Edinburg, Texas, 78539, to allow for TXDPS occupancy;
3. The County shall provide all electric utility service, water and wastewater utility service, waste disposal service, lawn maintenance services, and all building/facility or system maintenance (roofing, electrical, plumbing, HVAC, etc.);
4. The County shall ensure timely payment of invoices for utilities; and
5. The County shall provide adequate parking for TXDPS employees and customers.

E. DISPUTE RESOLUTION:

The dispute resolution process provided for in Texas Government Code, Chapter 2009 shall be used by the Parties to attempt to resolve any claim for breach of contract made by any of the Parties that cannot be resolved in the ordinary course of business.

F. TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this MOU shall commence as of June 1, 2012, and shall remain in effect until August 31, 2013, unless cancelled sooner by either party in accordance with the terms described within this MOU.

G. CANCELLATION OR MODIFICATION OF AGREEMENT:

This MOU shall constitute the entire understanding of the parties with respect to the subject matter.

This MOU may be modified at any time in writing and by mutual consent of both Parties. Changes shall be in the form of a modification and shall become effective upon signature by authorized individuals representing both Parties.

This MOU may be cancelled for convenience by any party upon thirty (30) days written notice to the other party.

H. RELATIONSHIP OF PARTIES:

The Parties are only associated for the purposes and to the extent set forth herein, and with respect to the performance of services hereunder, the Parties shall be independent contractors and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to their duties hereunder. Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create the relationships of an employer-employee or principal-agent, or to otherwise create any liability whatsoever with respect to the indebtedness, liabilities, and obligations of another party.

I. GOVERNING LAW:

This MOU shall be governed, construed, and enforced in accordance with the laws of the State of Texas.

J. MULTIPLE COUNTERPARTS

This MOU may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. In making proof of this MOU agreement, it shall not be necessary to produce or account for more than one such counterpart.

K. NOTICES:

All notices required or permitted under this MOU shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third day following

deposit in the U.S. mail with proper postage affixed, addressed to the respective Parties at the addresses prescribed below or at such other address as the receiving party may have prescribed by notice to the sending party. Addresses for notices shall be as follows:

TXDPS: Texas Department of Public Safety
P.O. Box 4087
Austin, Texas 78773-0266
Attn: Assistant Director of Administration

THE COUNTY: The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner
Suite J
Edinburg, Texas 78539

L. CERTIFICATION:

IN WITNESS WHEREOF, the Parties have executed this MOU by the signatures of the duly authorized representatives of each on the dates indicated.

Cheryl MacBride, Deputy Director - Services
Texas Department of Public Safety

Date

The Honorable Ramon Garcia
Hidalgo County Judge

Date

ATTEST:

By: _____
Arturo Guajardo, Jr.
Hidalgo County Clerk

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By: _____
Josephine Ramirez Solis
Assistant District Attorney