

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES AND AUTHORITY

The Department of Public Safety (DPS) and the Clay County (County) are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract by the authority granted in Texas Government Code Chapter 411 and through the authority delegated from the Texas Facilities Commission under Texas Government Code Chapter 2167.

County certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Local Government Code Chapter 262.

II. BACKGROUND AND PURPOSE

The purpose of this Contract is to provide DPS the exclusive use of 1959 square feet of office space together with the non-exclusive use of the property owned by County to provide Texas Highway Patrol services at a THP office located at 214 North Main Street

STATEMENT OF SERVICES

DPS will perform with its own funds, or understands the following.

- A. DPS will provide:
 - 1. Sufficient number of staff to operate the Office during business hours as set by DPS in its discretion.
 - 2. Any required signage.
 - 3. All furniture and equipment required to operate the THP Office, which will remain the property of DPS, including the items listed below:
 - a. Workstations with locking drawers and desk office chairs.
 - b. Sufficient number of customers chairs.
 - c. Computers, and scanner devices; copiers and other devices used in the DPS's field of work.
- B. THP services will be provided at the Premises during regular business hours unless inclement weather or other conditions make it unsafe for DPS employees to operate the THP office at the Premises.
- C. DPS retains the right to temporarily dismantle the set up and equipment at the THP Office during times of an emergency or disaster to provide support to alternative areas requiring THP services as a result of an emergency or disaster.
- D. DPS will only use premises solely for DPS purposes.
- E. DPS shall take all necessary measures to keep Premises areas under DPS use and control secure.

Clay County will perform with its own funds or understands the following.

1. County will provide: A lockable, exclusive use, Americans with Disabilities Act (ADA)-compliant room, as further described and identified in Exhibit B, which is attached and incorporated herein.
2. ADA-compliant accessible parking and accessible route;
3. Sufficient electrical outlets with a minimum current draw of 12 amps to support required equipment;
4. Access to ADA-compliant bathrooms for both employees and customers during set business hours;
5. Permission to install security cameras and secured keycard access to the THP Office.
6. Sufficient parking to accommodate DPS employees and customers.
7. Access to the Premises for DPS employees; and
8. Routine and preventive maintenance and repair of Premises used by DPS. For maintenance or repair calls, the County shall respond to routine matters as soon as possible, and at least within 24 hours, for emergencies within four hours.
9. Telephone lines and service.
10. High speed ISP internet connections (T1 or Ethernet) and service.
11. Utilities, including electricity, water, gas and trash for the premises provided to the space leased to DPS

III. CONTRACT AMOUNT AND BASIS FOR CALCULATING COSTS

The total amount of this contract is \$30,815.07 per year or \$2567.92 monthly the rate is \$15.73 SQ FT. The rental payments provided for herein will be due and payable by the Lessee in advance on the first day of the month for which the rental is due.

IV. TERM OF CONTRACT AND AMENDMENTS

This contract is effective on the execution date and will terminate 5 (five) years from the execution date, or upon written request of either party with 30 calendar days' written notice, whichever occurs earlier. This contract may only be amended by mutual written agreement of the parties.

V. Background Checks

Criminal History Background Checks. The Lessor shall have its personnel who will have access to the Leased Premises and Property submit to a TXDPS fingerprint-based criminal history background investigation at the Lessee's expense, if required by the Lessee. To facilitate this criminal history background investigation, each person shall submit an HR Personal History Statement form, which will be provided by the Lessee. The Lessee reserves the right to require additional fingerprints if the fingerprints are not acceptable to TXDPS. The Lessor will not allow personnel to have access to the Leased Premises and Property that have not submitted to and 8 successfully completed a TXDPS fingerprint-based criminal history background investigation. The Lessee has the right to prevent the Lessor's personnel from gaining access to the Leased Premises and Property or communicating with the Lessee personnel if the Lessee determines that such personnel do not pass the background check or fail to otherwise maintain a security clearance.

VI. Funding Out

Funding Out. The Lessee is a state agency whose authority and appropriations are subject to the actions of the Texas Legislature and the United States Congress. If the Lessee and/or the subject matter of this Lease become subject to a legislative or regulatory change, the revocation of statutory or regulatory authority, or a lack of appropriated funds which would render the deliverables or performance to be provided under this Lease impossible, unnecessary, void, or substantially amended, the Lessee may immediately terminate this Lease without penalty to, or any liability whatsoever on the part of, the Lessee, the State of Texas, and the United States. This Lease does not grant the Lessor a franchise or any other vested property right. Termination under this section is immediate, so the Lessee is not required to provide thirty-(30) calendar day's written notice under this section. If any of the following occur, the Lessee may, upon thirty (30) calendar days written notice to the Lessor, reduce the price under this Lease in accordance with the reduction of any deliverables in such manner and for such periods of time as the Lessee may elect: (a) funding for this Lease is reduced by law; (b) the statutory amount of compensation authorized for the Lessor is reduced; or (c) the Legislative Budget Board requests the Lessee to reduce the TXDPS budget by a certain percentage.

VII. NOTICE

The respective party will provide any required notice as noted in this section. Either party may change its information in this section by giving the other party written notice and the date upon which the change will become effective.

If to DPS:

Department of Public Safety
Infrastructure Operations Division
Attn: Jessica Warren, Director, Property & Construction Management
P.O. Box 4087 MSC 0255
Austin, Texas 78773-0001
Telephone: (512) 424-2484
Email: Jessica.Warren@dps.texas.gov

With a copy to:

Department of Public Safety
Infrastructure Operations Division
LuAnn Brown, Lease Specialist
Telephone: 512-424-2564
Email: luann.brown@dps.texas.gov

If to Clay County:

Honorable, Mike Campbell, County Judge

Email: mike.campbell@co.clay.tx.us

VIII. CERTIFICATIONS

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

Clay County



**Honorable
Mike Campbell**

Date



Department of Public Safety

DocuSigned by:



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**Walt Goodson
Lt. Colonel, Law Enforcement Services**

08/13/2025

Date

Exhibit A

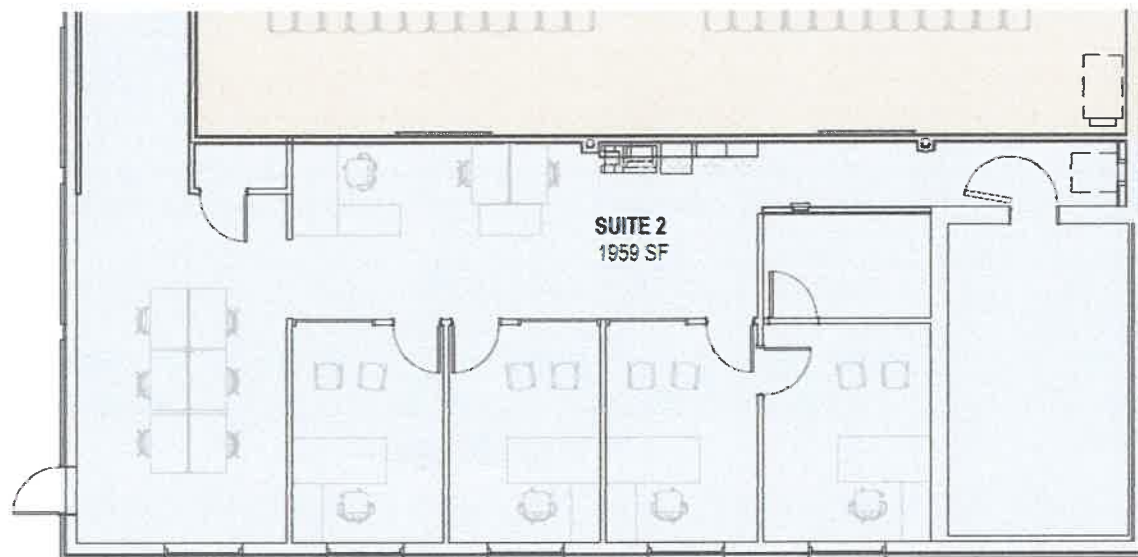


Exhibit B

