



STATE AGENCY MEMORANDUM OF AGREEMENT FOR USE OF FACILITY SPACE

1. PARTIES

This Memorandum of Agreement for Use of Facility Space (the “**Agreement**”) is entered into by and between Tarrant County, Texas (“**Tarrant County**” or “**Owner**”), for and on behalf of its Sheriff’s Office, and the Texas Department of Motor Vehicles (“**TxDMV**”), for and on behalf of its Enforcement Division, each a “**Party**” and collectively the “**Parties**,” in accordance with the provisions of Texas Transportation Code § 1001.202.

2. AGREEMENT REPRESENTATIVES

The following will act as the designated Representatives authorized to administer activities including, but not limited to, non-legal notices, consents, approvals, requests, or other general communications, that are provided for or permitted to be given under this Agreement. Communications to the Representatives may be given by written or electronic transmission. The designated Representatives on behalf of their respective Party are as follows:

Owner

Matt Pedersen, Commander
Tarrant Regional Auto Crimes Task Force
2400 Circle Drive #100
Fort Worth, Texas 76119
Tel. (817) 560-6560
Email: mbpedersen@tarrantcountytx.gov

TxDMV

Brian Ge, Managing Attorney
TxDMV Enforcement Division
4000 Jackson Avenue
Austin, Texas 78731
Tel. (512) 465-1306
Email: brian.ge@txdmv.gov

Either Party may change its designated Representative by providing written notice to the other Party at least ten business days prior to the change.

3. PURPOSE AND SPACE DESCRIPTION

The Owner agrees to allow TxDMV the exclusive right to use space within the real property owned by the Owner described in the next paragraph for facilitating TxDMV’s governmental responsibilities in the enforcement of statutes and administrative rules affecting the motor vehicle distribution, salvage, and motor carrier industries in Tarrant County and the state of Texas. The Owner waives all rental charges for the provided space based on other valuable consideration described within this Agreement.

The space to be provided by the Owner includes three offices, shared kitchen, shared restrooms, and use of all common areas, and is located at 2400 Circle Drive, Building 2400, Suite 100, Fort Worth, Texas 76119 (the “**Premises**”).

4. DURATION

This Agreement shall be for the initial period of 60 months commencing on October 1, 2023, and ending on September 30, 2028, unless renewed, extended, or terminated pursuant to the terms and conditions of this Agreement. The Parties, subject to mutually agreeable terms, may extend this

Agreement for any period(s) of time, provided the Agreement term, including all extensions or renewals, does not exceed ten years.

5. JOINT RESPONSIBILITIES

The Parties agree:

- a. this Agreement is valid as long as TxDMV uses the Premises in accordance with the purpose stated in **Section 3** above;
- b. to review this Agreement annually throughout the life of the Agreement and provide written notice to the other Party if one Party determines a change to the Agreement is needed; and
- c. provide at least 90 days advance written notice prior to the then current termination date of either Party's intent not to renew or extend this Agreement.

6. OWNER'S RESPONSIBILITIES

The Owner agrees to:

- a. provide the Premises without rental cost;
- b. within 30 days of receiving notice, cure any violations of any city ordinance, state statute, federal law, or other matter that interferes with TxDMV's intended use of the Premises;
- c. provide all utility services, that includes, but is not limited to, cable and internet, continuous hot and cold water, wastewater, electricity, trash, and natural gas, if required, for heating and or cooling, at the Premises;
- d. provide and maintain a telephone system that includes, but is not limited to, handsets, power supplies, and routers, for local/long distance phone services at the Premises;
- e. provide internet access through a direct ethernet or Wi-Fi connection to the Owner's local area network or through a third-party service provider, and assist TxDMV with all local network or internet access connection issues that are not related to TxDMV furnished IT equipment or virtual private network;
- f. provide and maintain 24/7 access to restricted areas that includes, but is not limited to, keys and access badges for the Premises;
- g. provide daily, weekly, and monthly janitorial services and supplies, that includes, but is not limited to, vacuuming, mopping, dusting, wiping, cleaning and disinfecting, refilling dispensers, and emptying and removing trash at the Premises. Additionally, Owner will provide semi-annual janitorial services that includes steam cleaning carpets and rugs, waxing and buffing non-carpeted floors, and cleaning and dusting all light fixtures - in accordance with the Owner's current janitorial schedule;
- h. provide quarterly interior and exterior pest control services based on the current services schedule, and any additional pest control services as needed, at the Premises;
- i. provide ample parking under the direct control of the Owner and must be located within a reasonable distance of the entry to the Premises; and
- j. keep the Premises and building(s) occupied by TxDMV in good repair and condition, and maintain the exterior of the building(s) and adjacent grounds in an appropriate and regularly scheduled manner.

7. TXDMV'S RESPONSIBILITIES

TxDMV agrees to:

- a. use and occupy the Premises in accordance with the purpose stated in **Section 3** above;
- b. make no alterations, additions, or improvements in, to, or about the Premises without prior written consent of the Owner;
- c. provide its own furniture including, but not limited to, multifunction workstations/desks, task chairs, tables, filing cabinets, and any additional furniture, fixtures, and equipment reasonably necessary for the intended use of the Premises;
- d. provide the Owner advance written notice of any observed violations by Owner or the Owner's authorized agent of a city ordinance, state statute, federal law, or other matter that interferes with TxDMV's intended use of the Premises;
- e. conform to reasonable published regulations that may be established from time to time by the Owner, for the general convenience of all tenants, excluding those regulations that conflict with federal and state laws or regulations, or TxDMV's policies;
- f. provide its own IT equipment (e.g., computers and printers) and office supplies for the Premises;
- g. maintain the Premises in good condition, while allowing for normal wear and tear; and
- h. permit the Owner's designated representative to enter and examine the Premises with a minimum of 48 hours' advance written notice to TxDMV. In the event of emergency or disaster, the Owner is not required to give advance notice.

8. ADDITIONAL TERMS AND CONDITIONS

- 8.1. Agreement Execution. Each Party represents and warrants that the person executing this Agreement on its behalf has full power and authority to enter into this Agreement. Additionally, each Party agrees that this Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered in multiple counterparts by facsimile or other electronic transfer of an originally signed document, each of which will be as binding on the Party or Parties as an original document. The Parties each agree that this transaction and Agreement may be conducted under the Texas Uniform Electronic Transactions Act ("UETA") (Texas Business and Commerce Code Chapter 322), and in particular, the Parties each consent to an electronic signature (as defined in UETA) as an enforceable signature for this Agreement and any amendment thereto. The Parties further agree that any objections that electronic signatures and electronically transmitted documents do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.
- 8.2. Amendment. This Agreement may be amended only by a written amendment executed by both Parties.
- 8.3. Assignment. TxDMV reserves the right to assign this Agreement to any successor state agency. No other assignment of the rights or obligations under this Agreement will be valid without the written consent of the non-assigning Party.
- 8.4. Dispute Resolution. Disputes concerning this Agreement between the Parties must first be resolved at the staff level. If resolution is not reached after a reasonable period of time (not to exceed 30 calendar days unless the disputing Parties agree otherwise), the Owner and TxDMV staff will refer the dispute to their respective executive officers, or their designees, for further negotiation. The appropriate officials shall meet to seek resolution of the dispute as soon as reasonably possible.

- 8.5. Entire Agreement. This Agreement and all attachments incorporated and made a part of the Agreement constitute the entire agreement between the Parties. All prior proposals, negotiations, notices, and representations not incorporated into this Agreement are void and have no legal effect.
- 8.6. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this Agreement is fixed in any court of competent jurisdiction of Tarrant County, Texas, unless mandated otherwise by statute.
- 8.7. Governmental Liability. The Owner acknowledges that, because TxDMV is an agency of the state of Texas, liability for the tortious conduct of the agents and employees of TxDMV or for injuries caused by conditions of tangible state property is provided for solely by the provisions of the "Texas Tort Claims Act," Texas Civil Practice and Remedies Code Chapters 101 and 104, and that Workers' Compensation Insurance coverage for employees of TxDMV is provided by TxDMV as mandated by the provisions of Texas Labor Code Chapter 503. The Owner further acknowledges that, as an agency of the state of Texas, TxDMV has only such authority as is granted to TxDMV by state law or as may be reasonably implied from such law, and that TxDMV shall have the right, at its option, to (a) obtain liability insurance protecting TxDMV and its employees and property insurance protecting TxDMV's buildings and the contents; or (b) self-insure against any risk that may be incurred by TxDMV as a result of its operations under this Agreement. Any obligation by TxDMV under this Agreement to obtain insurance is expressly made subject to the TxDMV's authority under state law to obtain such insurance. No insurance carrier of either Party shall have a right of subrogation against the other Party to this Agreement.
- 8.8. Legal Notices. Any legal notice required under this Agreement shall be deemed delivered when deposited by a Party in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required; or hand delivered, to the appropriate address below:

Owner

Tarrant County, Texas
 Attn: Tarrant County Sheriff's Office
 200 Taylor Street – 7th Floor
 Fort Worth, Texas 76196

TxDmv

Texas Department of Motor Vehicles
 Attn: Office of General Counsel
 4000 Jackson Avenue
 Austin, Texas 78731

Legal notices given in any other manner not set forth within this Section shall be deemed effective only if and when received by the Party to be notified. Additionally, a copy of any legal notice must be provided via email at the same time given to the receiving Party's designated Representative as identified in Section 2 of this Agreement.

Either Party may change its address for receiving legal notices by providing written notice to the other Party at the address above at least 30 days prior to the change.

- 8.9. Records Retention. Owner agrees to maintain and retain all information, documentation, and other material in connection with this Agreement in accordance with the period specified in Tarrant County's Records Retention Schedule created under Texas Government Code,

Chapter 441, after the Agreement expiration date or until all audits, claims, and litigation matters are resolved, whichever is later.

- 8.10. Removal of TxDMV Property. On termination of this Agreement, TxDMV may for 60 days after the termination date, and at its sole option and expense, remove from the Premises any and all improvements, equipment, appliances or other property owned, placed, or installed by TxDMV. TxDMV shall deliver the Premises to the Owner in good order and condition, excluding reasonable use and ordinary wear and tear.
- 8.11. Sovereign Immunity. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the state of Texas or TxDMV of any immunities from suit or from liability that the state of Texas or TxDMV may have by operation of law. Notwithstanding the foregoing sentence, if the Owner is a "governmental unit" as defined by Texas Civil Practice and Remedies Code § 101.001(3), then nothing in this Agreement should be construed to abrogate any rights or affirmative defense available to the Owner under the doctrines of sovereign and official immunity.
- 8.12. State Auditor's Right to Audit. The Texas State Auditor's Office ("SAO") may conduct an audit or investigation of any entity receiving funds from the state directly under this Agreement or indirectly through a subcontract under this Agreement, if any. The acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 8.13. Termination for Convenience. This Agreement may be terminated early by either Party upon providing 120 days advance written notice to the other Party.
- 8.14. Texas Public Information Act. Information, documentation, and other material related to this Agreement may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act" or "PIA"). In accordance with Section 2252.907 of the Texas Government Code, the Owner is required to make any information created or exchanged with the state of Texas and TxDMV pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public at no additional charge to the state of Texas and TxDMV.
- 8.15. Uninhabitable or Condemnation. If, during the term of this Agreement, the Premises, or any portion thereof, shall become uninhabitable as determined by TxDMV in its sole and absolute discretion or be condemned for any public purpose, then TxDMV shall have the option of terminating and canceling this Agreement upon seven days' notice to the Owner.

Signature Page Follows

**SIGNATURE PAGE FOR
MEMORANDUM OF AGREEMENT FOR USE OF FACILITY SPACE**

By signing below, the Parties acknowledge that they have read this Agreement and bind themselves to faithful performance of the duties and obligations therein. Additionally, the Parties agree that the previous Memorandum of Understanding between the Owner and TxDMV that was effective February 22, 2017, terminates upon the effective date of this Agreement.

Tarrant County, Texas

Texas Department of Motor Vehicles

By: Bill Waybourn
Bill Waybourn
Sheriff

By: Daniel Avitia
Daniel Avitia
Executive Director

Date: 8/30/2023


Date: 8/29/2023

SIGNED AND EXECUTED this _____ day of _____, 2023.

**COUNTY OF TARRANT
STATE OF TEXAS**

Tim O'Hare
County Judge

APPROVED AS TO FORM:

9-7-23

Criminal District Attorney's Office

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

APPROVED AS TO FORM:

9-7-23

Neil K. Hudson
Criminal District Attorney's Office*

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.