

INTERLOCAL COOPERATION CONTRACT

I. CONTRACTING PARTIES and AUTHORITY

The Department of Public Safety of the State of Texas (DPS) and the Polk 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 for the services agreed upon by the authority granted in Texas Government Code Chapter 411.

County certifies that it has the authority to contract for the services agreed upon by the authority granted in Local Government Code Chapters 262 and 272.

II. BACKGROUND and PURPOSE

The purpose of this contract is for County to provide DPS a permanent Commercial Driver License (CDL) facility in Polk County in order for DPS to provide CDL skills testing. DPS and County have entered into discussions about developing a CDL facility on County property adjacent to the Sheriff's office at 1733 N Washington Ave., Livingston, TX. for the benefit of DPS. The Legislature provided DPS appropriated funding during the 86th Legislative Session for the development of Driver License facilities. DPS has in place an agreement with the Texas Facilities Commission (TFC) to provide a Design-Build Professional Service Provider.

STATEMENT OF SERVICES TO BE PERFORMED

A. DPS and County agree to the following.

- i. Property
 - a) County will provide exclusive use of approximately one (1) acres of property (Exhibit A) located off Southmost Rd. for the development and relocation of a DPS CDL Testing Facility.
- ii. Design and Construction
 - a) DPS will work through TFC's Professional Service Provider to develop plans and specifications for the development of a DPS CDL Facility using current funding.
 1. The final design and construction phasing will depend on the plan and funding. However, the current plan includes testing lanes, inspection canopy ranges, office space, equipment storage, and restrooms.
 2. Once a phased plan is developed and approved by DPS and County, available funds will be allocated for the construction.
 3. County will waive all required permits, inspection, and plan review fees.
 4. County will provide grounds maintenance of the site, at no cost to DPS.

iii. Maintenance, Operation, and Use of Property

1. DPS will oversee all general maintenance of the buildings and pavement, including the security perimeter and security of the Property.
2. DPS will provide all utilities for the Property, at no cost to County.

III. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS

This contract is a zero-dollar contract. However, the parties are furthering their respective missions through this contract to the benefit of the people of the State of Texas.

IV. TERM OF CONTRACT and AMENDMENTS

This contract is effective on the date of the last party to sign and will terminate Ten (10) years from its effective date, and may be renewed by mutual agreement for two (2) additional Five (5) year terms, or upon written request of either party with 30 calendar days written notice, whichever occurs earlier. Should the County cancel the contract during the initial Ten (10) year period, the County shall pay DPS the fair market value for the improvements made to County Property. This contract may only be amended by mutual written agreement of the parties.

V. NOTICE

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

If to DPS: Eddie King; james.king@dps.texas.gov; Phone: 512-424-2219

If to Polk County: Sydney.murphy@co.polk.tx.us; Phone 936-327-6813

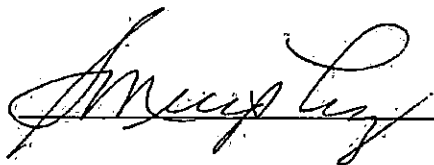
VI. CERTIFICATIONS

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.

Polk County

**Department of Public Safety of the State of
Texas**



Sydney Murphy
Polk County Judge

August 9, 2022

Date

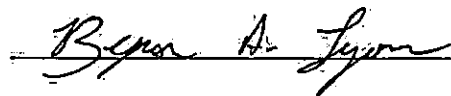
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Jeoff Williams
Deputy Director, Law Enforcement Services

10/05/2022

Date



Byron Lyons
Polk County Sheriff

August 15, 2022

Date

Exhibit A

