

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between HIDALGO COUNTY HEALTH & HUMAN SERVICES, whose address is 1304 S. 25TH ST. EDINBURG TX-78539, and the Texas A&M Engineering Extension Service ("TEEX"), a state agency and a member of The Texas A&M University System, whose address is 200 Technology Way, College Station, Texas 77845, (each of the forgoing is individually referred to as "Party" or collectively as "Parties") for the following effort:

I. **STATEMENT OF WORK:** Both Parties agree to work cooperatively to **Conference/Seminar Delivery/Other emergency services related to public health training support.**

II. **RESPONSIBILITIES:**

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**

1. TEEX will work cooperatively with officials of the Conference/Seminar Delivery to approve and schedule a minimum of 60 days prior to the Conference/Seminar deliveries.
2. Request an MOU be completed each time the Agency would like to instruct a Conference/Seminar Delivery.
3. Upon request approval, a TEEX course approval number will be issued to the hosting agency.
4. TEEX will not support any Conference/Seminar Delivery that chooses not to request and plan within the specified time or does not abide by the agreements within this MOU.
5. TEEX Liaison will maintain the right to refuse or suspend current and/or future Conference/Seminar Deliveries Work with the fire department / agency to complete and approve the Fire Department Local Training MOU on an annual basis.
6. Enter student and instructor data into SMS for those who successfully complete the training class objective(s) for any training class where the appropriate paperwork has been provided to TEEX.
7. Make certificates available for printing from the TEEX-Student Portal upon completion of Conference/Seminar.
8. Monitor course deliveries as appropriate.
 - a. TEEX, at its discretion, may alter, suspend or terminate any operation that is determined to be detrimental or in direct violation of any TEEX or Texas A&M University System (TAMUS) guideline, procedure, process or for any act not considered within generally accepted practices and principles of the Fire/Rescue service.
 - b. TEEX may inspect the training location and document any deficiencies that must be repaired or replaced prior to the course start date.
9. Verify instructor qualifications based upon submittal of documentation (ie. Instructor Bios, Resumes, and copies of certifications)
10. Maintain the right to refuse or suspend current and/or future certificate processing.
11. TEEX may choose to assign a TEEX staff member to serve as additional liaison for the Conference/Seminar Deliveries.
12. TEEX will evaluate each Conference/Seminar Delivery course on a case by case basis
13. TEEX at its discretion may alter, suspend or terminate any operation that is determined to be detrimental or in direct violation of any TEEX or TAMUS guideline, procedure, process or for any act not considered within generally accepted practices and principles of the Fire/Rescue Service.

B. **Customer will:**

1.
 1. Conference/Seminar Delivery Advertising: Agencies may advertise.
 2. Agency granted approval to conduct a Conference/Seminar Delivery may charge a fee for the Conference/Seminar. Agencies must work to ensure that all parties understand that TEEX has no affiliation with any/all fees charged. Fee structure must be discussed with the TEEX Liaison.
 3. Customer will require all local safety regulations to be adhered to or followed.
 4. Customer will allow inspection of the location of all Conference/Seminar Deliveries and document any deficiency's that must be repaired or replaced prior to the course start date.
 5. All participants are required to fill out TEEX registration forms or provide TEEX a list of participants with the required participant information. Agency Officials will be responsible to insure forms are filled out correctly and legible.
 6. Customer will ensure students sign in each morning and afternoon session on the TEEX sign in sheet or provide TEEX with a list of students that attended each session.

III. **TERMS OF AGREEMENT:** This MOU shall begin as of the date of the last signature, and terminate September 1st 2021 unless terminated by either Party. Each of the Parties reserves the right to terminate this MOU for reasonable cause or if a Party has determined the objective of the project cannot be accomplished. A Party wishing to terminate this MOU must notify the other party in writing fifteen (15) days in advance. No monetary payment is due under this MOU.

If this MOU is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOU will be null and void and of no further effect.

IV. **GOVERNING LAW:** The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.

V. **EXPORT CONTROLS:** TEEX is subject to United States laws and regulations controlling the export of technical data, computer software, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by Customer that Customer will not export data or commodities to certain countries without advance approval of that agency. TEEX neither represents that a license will not be required nor that, if required, it will be issued. Customer shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. If Customer discloses to TEEX any subject technology that is subject to export control, Customer shall alert TEEX in writing before disclosure, at which time TEEX shall advise Customer if TEEX desires to take receipt of the export-controlled materials.

VI. **NOTICES:** All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

For the Customer:

Texas A&M Engineering Extension Service:

By: _____

By: *[Signature]*

Name: _____

Name: R. Charles Todd

Title: _____

Title: Associate Agency Director/CFO

Date: _____

Date: 8/7/19

[Signature]

