

**MEMORANDUM OF UNDERSTANDING
BETWEEN SOUTH TEXAS COLLEGE
AND THE HIDALGO COUNTY SHERIFF'S OFFICE**

1. Parties

This **Memorandum of Understanding** (“MOU”) is made and entered into by and between **South Texas College** (“STC”), a political subdivision of the State of Texas and a public institution of higher education, whose address is 3201 W. Pecan Blvd.; McAllen, TX 78501, and the **Hidalgo County Sheriff’s Office** (“HCSO”), a political subdivision created under the laws and constitution of the State of Texas, whose address is 711 El Cibolo Rd.; Edinburg, TX 78539 and whose current staffing consists of a Sheriff, Chief Deputy, Chief, Capitan and Sergeant. STC and HCSO are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

2. Purpose

STC owns and operates certain facilities and equipment located at the Regional Center for Public Safety Excellence, 3901 S. Cage Blvd.; Pharr, TX, including a Driver Skills Pad (“DSP”) and an Emergency Vehicle Operations Course (“EVOC”). The DSP and the EVOC are referred to herein collectively as the “Facilities.” HCSO requires use of the Facilities for the exclusive purposes of training HCSO personnel and those who are seeking a career in law enforcement or in other first responder professions. The purpose of this MOU is to establish the Parties’ rights and obligations regarding HCSO’s use of the Facilities.

3. Term

A. This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the Parties hereto and shall remain in full force and effect until August 31, 2027 unless earlier terminated pursuant to the terms herein.

B. This MOU may be terminated, without cause, by either Party upon ten (10) days’ written notice, which notice shall be personally delivered or sent by regular first-class mail to the address listed above.

C. Any Party may terminate its obligations under this MOU, without incurring any liability, in the event that another Party is in default or in breach of the terms, conditions or obligations of the MOU by giving written notice to the other Party, at the address listed above, including a description of the default or breach. The termination shall be effective if the breaching Party fails to cure the breach within fifteen (15) days from receipt of the written notice.

4. Obligations of the Parties

A. STC:

i. will permit HCSO use of the Facilities at no charge in accordance with and pursuant to the terms of this MOU.

ii. in permitting the use of the Facilities, does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all rules and regulations applicable to the use of the Facilities. All parts of the Facilities will at all times be under the charge and control of STC. STC's representatives may enter upon the Facilities at reasonable times to make inspections and to ensure compliance with this MOU.

iii. may revoke the privilege of any attendee to use the Facilities or any STC facility if, in the sole opinion of STC, the attendee displays behaviors that are injurious or potentially injurious to themselves, others or property of STC.

iv. shall not be responsible for safeguarding the HCSO's property and shall not be liable for any damage done to the HCSO's property by the negligent or intentional acts of any person.

B. HCSO:

i. shall use the Facilities exclusively in connection with training of HCSO personnel and those who are seeking a career in law enforcement or in other first responder professions.

ii. shall be responsible for the conduct of those in attendance at the training and shall, at the HCSO's expense, provide the necessary personnel to ensure adequate and appropriate supervision of the attendees and participants in accordance with and adherence to all STC policies and procedures including, but not limited to, the use of alcoholic beverages, consumption of food, and the prohibition of smoking in all STC facilities.

iii. accepts the risk of loss or damage to its equipment or other personal property brought to or installed in the Facilities during the term of the MOU.

iv. shall comply with all applicable rules, policies and procedures promulgated by STC governing the use of STC's property and equipment. (STC policies and procedures will be made available to the HCSO upon request.) The HCSO shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this MOU which in any manner affect its conduct or its use of the Facilities including without limitation, the Americans with Disabilities Act (ADA).

v. shall utilize only the parking areas designated for all automotive parking of training participants and guests, if any, and agrees to instruct all training participants, guests and spectators to comply with this requirement.

vi. agrees that any equipment provided to the HCSO as part of this MOU is for use only in the Facilities and under the supervision, and operation, where appropriate, of STC personnel. The HCSO shall ensure that any equipment provided by STC pursuant to this MOU shall be used appropriately and returned in good working order to its proper location following use. Under no circumstances shall any equipment be moved from the Facilities without the express written approval of STC. The HCSO agrees that equipment not specified as part of this MOU shall not be used by the HCSO or training participants.

vii. shall ensure that all refuse and waste will be deposited in proper receptacles.

viii. shall complete an STC accident report for any incident requiring administration of first aid. Said accident reports shall be provided to STC within twenty-four (24) hours of any incident.

ix. shall, to the fullest extent permitted by Texas law, be responsible for any and all loss of, or damage or injury to, any property owned by STC resulting from the negligent and/or intentional acts of its officers, employees, agents or attendees.

5. General Provisions

A. Amendments. Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU, which are mutually agreed upon by and between the Parties hereto, shall be incorporated by written instrument, and effective when executed and signed by all Parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Texas. The courts of the State of Texas shall have jurisdiction over any action arising out of this MOU and over the Parties, and the exclusive venue shall be the courts of Hidalgo County, Texas.

C. Entirety of Agreement. This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

E. Immunity. Neither Party nor their respective governing bodies waive any immunity based on the constitution or laws of the State of Texas by entering into this MOU and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

F. Third-Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between and inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties that are signatories to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

G. Relationship of the Parties. Nothing in this MOU will create or imply an agency relationship between the Parties hereto nor will this MOU be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the obligations, activities, efforts or services arising under the terms of this MOU.

H. Promotions. Neither Party will use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

6. Notices

Any notices required to be sent pursuant to this MOU shall be sent to the following addresses and shall be effective upon delivery:

- A. Robert Vela, Jr.
Operational Site Coordinator
South Texas College
Regional Center for Public Safety Excellence
3901 S. Cage Blvd.
Pharr, TX 78577

- B. Sgt. David Muniz
Hidalgo County Sheriff's Office
711 El Cibolo Rd.
Edinburg, TX 78539
956-383-7979


7. **Signatures**

In witness whereof, the Parties to this MOU, through their duly authorized representatives, have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

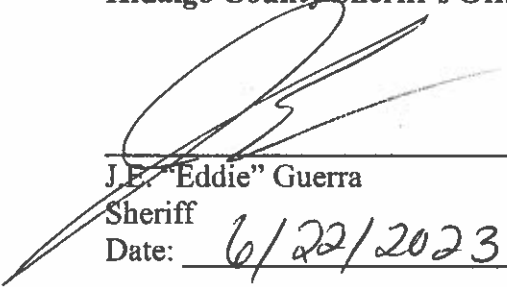
The effective date of this MOU is the date of the signature last affixed to this page.

South Texas College

Hidalgo County Sheriff's Office



Dr. Ricardo J. Solis
President
Date: June 27, 2023



J.E. "Eddie" Guerra
Sheriff
Date: 6/22/2023