

## MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into by and between *Hidalgo County Health & Human Services ("Customer")*, whose address is 1304 S. 25<sup>th</sup> Street, Edinburg Texas 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 host a Conference / Seminar / Class Delivery / Other Emergency Services training / related to support Hidalgo County Health and Human Services .
- II. **RESPONSIBILITIES:**

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

1. Online register/process students into the TEEX student portal system.
2. Require additional student information/forms if student is not able to register online.
3. Provide a representative to monitor class deliveries and/or assist with onsite registration, if applicable.
4. Provide TEEX participant name badges to scan participants attendance or a similar process to document student attendance.
5. Provide TEEX staff to oversee scanning operations at the event.
6. Require all local safety regulations to be adhered to according to the Authority Having Jurisdiction (AHJ).
7. Provide a sign in sheet or similar processes to document student attendance.
8. Prepare a course(s) flyer to be used for advertisement and posted on the TEEX extension website if requested. TEEX flyers shall be reviewed and approved by host agency.
9. Require TEEX consent of medical treatment of a minor form be completed and submitted no later than the first day of class. If the host agency allows minors to attend.
10. Issue certificates to all students and instructors who successfully complete the training course objectives through the TEEX Student Portal.

**B. Customer will:**

1. Host Agency will provide 7 hardwired internet connections for onsite registration if applicable. 2 table(s) and 4 chairs for the onsite participant registration with electrical outlets within close proximity.
2. Host Agency will provide a "quiet room/office" with electric outlets and 4 hard wired internet connections. Desk/Tables and Chairs for 4 TEEX Personnel.
3. Host Agency will provide an area to be utilized for participant name badge pick up (may include tables, chairs, kiosk, etc.).
4. Host agency will provide 15 staff/volunteers to assist with scanning participants badges for attendance and 15 assisting with name badge pickup. The number of staff/volunteers may be adjusted depending on number of participants and/or sessions.
5. Provide TEEX Representative with the training course information/data to set up the online registration and/or class sessions.
6. Complete required forms and paperwork and submit prior to the training end date. Ensuring all documents are completed correctly and legibly.

7. Ensure the lead instructor possesses at a minimum an Instructor I certification from the State Firemen's and Fire Marshals' Association, Texas Commission on Fire Protection, ProBoard and/or applicable SME Qualifications. Submit qualifications to the TEEX representative, if requested.
8. Provide Instructor qualification documents to TEEX a minimum of 30 days prior to the training start date. (IE. Instructor Cert, SME Bio, CV)
9. Provide Class/Session documents to TEEX a minimum of 30 days prior to the training start date. (IE. Class/Session Outline, PPT, Objectives)
10. If requesting TCOLE and/or EMS CE be issued through TEEX, additional documentation may be required. Documents shall be provided to TEEX a minimum of 30 days prior to the training start date. TEEX cannot guarantee approval of continuing education by either TCOLE or DSHS.
11. Host agency may submit a course(s) flyer in lieu of the TEEX flyer. Host flyer must be approved by TEEX and meet accessibility standards to be posted on TEEX website.
12. Ensure everyone that interacts with students maintains a professional and ethical demeanor at all times during training deliveries.
13. Collect all applicable fees. If fees are being collected.

- III. TERMS OF AGREEMENT:** This MOU shall begin as of the date of the last signature, and terminate August 31, 2024, unless terminated by either Party. 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 MOU 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. EXPORT COMPLIANCE:**

Customer certifies that to the best of its knowledge, none of its Representatives participating in the work cooperatively host a Conference / Seminar / Class Delivery / Other Emergency Services training / related to support Hidalgo County Health and Human Services. is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, Customer shall provide TEEX with names and citizenship information for all of Customer's Representatives participating in the to work cooperatively to host a Conference / Seminar / Class Delivery / Other Emergency Services training / related to support Hidalgo County Health and Human Services. for purposes of additional due diligence.



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

- VIII. INDEPENDENT CONTRACTOR:** TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX employees are not employees of the Customer, and neither TEEX nor Customer's personnel will, by virtue of this MOU, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.
- IX. PUBLICITY:** Neither Party to this MOU may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the Customer's name, project title, and total MOU value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOU.
- X. TERMINATION:** Both Parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objectives of this MOU cannot be accomplished. A Party wishing to terminate this MOU must notify the other Party in writing thirty (30) days in advance. Termination of this MOU for any reason, does not relieve either Party of the obligations incurred prior to the termination.
- XI. SAVINGS CLAUSE:** In the event that any provision of this MOU is held unenforceable for any reason, the remaining provisions of this MOU shall remain in full force and effect.
- XII. AMENDMENTS:** No amendment to this MOU shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.
- XIII. FORCE MAJEURE:** If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this agreement and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either Party to proceed with or continue the performance of the Services or any part thereof, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this MOU, provided however, that in no event shall such time extend for period of more than thirty (30) days.
- XIV. INTELLECTUAL PROPERTY:** Copyright ownership of all models and materials ("work of authorship") first created solely by TEEX under this MOU (whether created in the performance of this MOU or pre-existing) shall exclusively vest in TEEX. No rights are granted under such copyrights except as may be described in this MOU or stated in any materials delivered as part of this MOU.
- XV. GENERAL PROVISIONS:**
- a. TEEX is an agency of the State of Texas and nothing in this MOU waives or relinquishes TEEX's right to claim any exemptions, privileges, or immunities as may be provided by law.
  - b. Customer is a local government organized under the laws of the State of Texas and nothing in this MOU waives or relinquishes Customer's right to claim any exemptions, privileges, or immunities as may be provided by law.
  - c. A Party's failure to enforce a provision of this MOU does not waive that that Party's ability to enforce such provision in any subsequent occurrence.

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

Hidalgo County HHS:

Texas A&M Engineering Extension Service:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Name: \_\_\_\_\_

Name: **Tracy Foster**

Title: \_\_\_\_\_

Title: **Associate Agency Director/Chief Financial Officer**

Date: \_\_\_\_\_

Date: **8/16/2023**