

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM No. 1
WITH
TEXAS A&M ENGINEERING EXTENSION SERVICE
(TEEX Contract # [REDACTED])**

The underlying Memorandum of Understanding and its Amendments (if any) (Collectively the “Agreement”) regarding TEEX Contract # [REDACTED] between **Texas A&M Engineering Extension Service** (“TEEX”) and **Williamson County, Texas** (“Customer”) is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum No. 1. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum No. 1 shall have the meanings attributed to them in the Agreement. This Addendum No. 1 supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum No. 1, the following terms and conditions of this Addendum No. 1 shall control:

- 1. Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:
 - A. This Williamson County Addendum No. 1;
 - B. TEEX’s Memorandum of Understanding and
 - C. TEEX’s Facility Use Fees FY26;
- 2. Termination for Convenience.** Customer may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to TEEX. In the event of such termination, it is understood and agreed that only the amounts due to TEEX for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Customer’s termination of this Agreement for convenience.
- 3. Indemnification.** Each party acknowledges and agrees that under the Constitution and the laws of the State of Texas, neither party can enter into an agreement whereby either party agrees to indemnify or hold harmless any other party; therefore, all references of any in this



Agreement to either party indemnifying, holding or saving harmless any other party, for any reason whatsoever are hereby deemed void and deleted.

- 4. Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in the Texas County where the cause of action occurred, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 5. No Waiver of Immunities.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 6. The County's Right to Audit.** TEEX agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of TEEX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TEEX agrees that Customer shall have access during normal working hours to all necessary TEEX facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Customer shall give TEEX reasonable advance notice of intended audits.
- 7. Non-Appropriation and Fiscal Funding.** The obligations of Customer under this Agreement do not constitute a general obligation or indebtedness of Customer for which Customer is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Customer's fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination to TEEX at the end of its then-current fiscal year to be effective as of the last day of Customer's fiscal year. For purposes of this Agreement, the Customer's fiscal year shall be October 1st to September 30th.
- 8. Payment, Interest and Late Payments.** Customer's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one

percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice submitted by TEEEX, Customer shall notify TEEEX of the error not later than the twenty first (21st) day after the date Customer receives the invoice. If the error is resolved in favor of TEEEX, TEEEX shall be entitled to receive interest on the unpaid balance of the invoice submitted by TEEEX beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of Customer, TEEEX shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

- 9. General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **“Williamson County, Texas” and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where Customer, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by Customer shall be excess and not contribute with it. TEEEX shall furnish Customer with a certification of coverage issued by the insurer. TEEEX shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, TEEEX shall also notify Customer, within twenty-four (24) hours of receipt of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**
- 10. Relationships of the Parties.** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 11. Sales and Use Tax Exemption.** Customer is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Customer. Exemption certificates will be provided to contractors and suppliers upon request.
- 12. Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov’t Code 552.001 et seq., as amended (the “Public Information Act”), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer’s officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer

by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

13. Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Texas A&M Engineering Extension Service

Williamson County, Texas

RMK

Brian Stipe

By: Brian Stipe (Sep 29, 2025 15:36:20 CDT)

By: _____

Printed Name: Brian Stipe

Printed Name: _____

Title: Assistant CFO

Title: As Presiding Officer, Williamson
Commissioners Court

Date: 09/29/2025, 20

Date: _____, 20

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Sep 30 2025 Time: 2:38 pm

Reviewed by Contract Audit
Joel Brophy
Internal Audit Director
Williamson County Auditor's Office
Date: Sep 30 2025 Time: 2:11 pm



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Williamson County, on behalf of the Williamson County Sheriff's Office, ("Customer") whose address is [REDACTED] 78626, 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 [REDACTED] (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 establish a facility use agreement outlined in ATTACHMENT A.
- II. **RESPONSIBILITIES:**
 - A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**
 1. SEE ATTACHMENT A
 - B. **Williamson County on behalf of the Williamson County Sheriff's Office will:**
 1. SEE ATTACHMENT A
- III. **TERMS OF AGREEMENT.** This MOU shall begin as of the date of the last signature and terminate one year as of the date of the last signature, 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 the date of the first signature below, then this MOU will be null and void and of no further effect.
- IV. **GOVERNING LAW.** This MOU is to be construed in accordance with, and governed by, the laws of the State of Texas.
- V. **VENUE.** Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TEEX is to be in the county in which the principal office of TEEX's governing officer is located.
- VI. **AUTHORITY TO CONTRACT.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this Agreement, and that the person signing this Agreement is duly authorized to enter into this Agreement on its behalf.
- VII. **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.

- VIII. **EXPORT COMPLIANCE.** Customer certifies that none of its Representatives participating in the facilities use 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 facilities use for purposes of additional due diligence.
- IX. **NOTICES.** All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.
- X. **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.
- XI. **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.
- XII. **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.
- XIII. **NON-ASSIGNMENT.** Customer shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TEEX.
- XIV. **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.
- XV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both parties.
- XVI. **FORCE MAJEURE.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

XVII. 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. 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.
- c. If Customer is a business entity, Customer warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Customer has been duly authorized to act for and bind Customer.

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

Williamson County on behalf of the Williamson County Sheriff's Office:

Texas A&M Engineering Extension Service:

By: _____

Name: Steven Snell

Title: County Judge

Date: _____

By: 

Name: Brian Stipe

Title: Assistant Chief Financial Officer

Date: 7/17/25



ATTACHMENT A

- I. **STATEMENT OF WORK:** Both Parties agree to work cooperatively to establish a facility use agreement that meets mandated Texas Commission on Law Enforcement (TCOLE) requirements for a training provider.

II. **RESPONSIBILITIES:**

A. TEXAS A&M ENGINEERING EXTENSION SERVICE will:

1. Provide Customer access to the TEEX RELLIS Campus facilities and training assets (including but not limited to emergency vehicle driving track, firearm ranges, shoot house, prop house, UXO grid, UXO demolition range, breaching range, gym, running track, classrooms, and squad vehicles).
2. Provide safety training to ensure the safe and efficient operation of TEEX training assets for Customer personnel assigned to facilitate training exercises. Detailed lead instructor training requirements are included here as ATTACHMENT C.
3. Ensure properly trained lead instructors sign a TEEX RELLIS Campus Facility Use Acknowledgement on an annual basis. Included here as ATTACHMENT B.
4. Provide TEEX training asset rules, policies, and procedures for review by the Customer.
5. Provide TEEX-RELLIS Campus Facility Use Instructor Requirements for review by the customer.

B. Williamson County on behalf of the Williamson COSO will:

1. Be responsible for all use fees associated with access to TEEX training assets (including but not limited to emergency vehicle driving track, firearms ranges, shoot house, prop house, UXO grid, UXO demolition range, breaching range, gym, running track, classrooms, and squad vehicles). Payment for such fees can be made in the form of a purchase order, fully executed TEEX agreement, or credit card payment. If paying via purchase order, please note that none of the terms and conditions printed or otherwise appearing on or relating to such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

2. Provide properly trained lead instructors and/or staff to supervise all activities conducted during prearranged use of TEEX training assets. Detailed lead instructor training requirements are included as ATTACHMENT C.
3. Ensure properly trained lead instructors sign a TEEX – RELLIS Campus Acknowledgement of Facility Use Requirements on an annual basis. Included in ATTACHMENT B.
4. Ensure all departmental participants adhere to TEEX – RELLIS Campus Use Requirements. A copy of this document is available on request
5. Be responsible for any costs related to repair damage/cleanup costs caused during TEEX training asset usage.
6. Defend, protect, indemnify and hold TEEX, its officers, employees, and agents harmless from and against any liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of or in any way connected with User's use of the Facilities, including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons with the exception of those liabilities, losses, expenses, attorneys' fees or claims for injury and damages arising from the sole negligence of the TEEX, its officers, agents, or employees.

ATTACHMENT B

**TEEX – RELLIS Campus
Instructor’s Acknowledgment of Facility Use Responsibilities**

Consistent with, and in furtherance of, the Memorandum of Understanding between my agency and TEEX governing my agency’s use of TEEX training sites, I, the undersigned instructor, acknowledge my responsibilities detailed in this document as they relate to my agency’s employees’, agents’, and/or invitees’ use of the following TEEX training sites located on the RELLIS Campus, in Bryan Texas:

- | | | |
|---|--|---|
| <input type="checkbox"/> Simulation prop houses | <input type="checkbox"/> Vehicle driving track | <input type="checkbox"/> UXO demolition range |
| <input type="checkbox"/> Firearms ranges | <input type="checkbox"/> Squad cars | <input type="checkbox"/> Breaching range |
| <input type="checkbox"/> Shoot house | <input type="checkbox"/> Classrooms | <input type="checkbox"/> Wiatt gymnasium |
| | <input type="checkbox"/> UXO search grid | <input type="checkbox"/> Running track |

As my agency’s representative, I am responsible for ensuring that I, and the participants for which I am responsible:

1. Are adequately trained, equipped, and physically fit to safely use the facility;
2. Have received a safety briefing relevant to the type of training being conducted prior to training;
3. Have read and agreed to comply with rules and safety protocols for the facility;
4. Do not use the facility until all questions concerning safe facility use are answered;
5. Do not damage, mar, or deface the facility or permit others to do so;
6. Do not place permanent or temporary paint, chalk, or marks of any kind on or around the driving track unless expressed approval has been granted by TEEX;
7. All drone usage for any reason is prohibited, without prior approval from RELLIS Operations and TEEX/LAW Staff.
8. Operate all equipment in a safe and professional manner, in accordance with the operating instructions and TEEX rules;
9. Ensure all equipment used was returned to original status.
10. Ensure all trash is picked up and disposed of properly.
11. Do not photograph or record research or testing activities on the RELLIS Campus; and
12. Obey all RELLIS Campus posted speed limits and other traffic control devices.

Furthermore, I understand that my continued use of the facility after receiving the safety briefing and instruction demonstrates my understanding that engaging in training activities may result in exposure of myself and my training participants to hazards or risks, and that those hazards and risks cannot be eliminated without compromising the essential qualities of the training activities.

This acknowledgment expires at midnight on (ENTER CONTRACTS END DATE).

Instructor Name: _____ Agency: _____

Signature: _____ Cell Phone: _____

Title: _____ Date: _____



ATTACHMENT C

TEEX – RELLIS Campus Facility Use Instructor Requirements

Each group must have at least one person in attendance during the technical assistance that holds the following certifications:

Drive Track

- Completed LET515 or LET516

Firing Range, Secondary Range

- Completed LET575 (Firearms Instructor course) OR present a firearms instructor certificate
- Completed LET577 (Firearms Rangemaster Training course)
- Letter from Agency stating that they are the Designated Firearms Proficiency Officer

Rifle Range

- Completed LET576 (Rifle Instructor course) OR present a rifle instructor certificate
- Completed LET577 (Firearms Rangemaster Training course)
- Letter from Agency stating that they are the Designated Rifle Proficiency Officer

Shoot House

- Completed LET575 (Firearms Instructor course) OR present a firearms instructor certificate
- Completed LET705 (Reality Based Training Instructor course) OR present a reality-based training instructor certificate
- Completed LET577 (Firearms Rangemaster Training course)

UXO Grid, UXO Demolition Range, Breaching Range

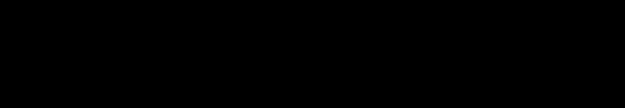
- Completed UXO202 (Demolition Range Supervisor course)

Wiatt Building (Gym)

- Completed LET652, 654, 658, 700, 648,671,673, or 705

Squad Vehicles

- Driver's License



Facility Use Fees FY26

Effective September 1, 2025, the LAW Division Facility use fees for Fiscal Year 2026 are as follows:

Course Code	Facility	Price Per Day
DTF100	Driving Track*†	\$550
DTF102	Squad Cars	\$350
FRF100	Firing Ranges†	\$200
RRF100	Rifle Ranges†	\$200
FRF200	Secondary Ranges†	\$200
SHF100	Shoot House†	\$200
PHF100	Prop House - Newer Connex Containers	\$200
DRF100	UXO Demo Range*† TEEX Range Master is REQUIRED	\$250
UGF100	UXO Search Grid	\$200
WBF100	Wiatt Bldg.	\$200
ABF101	Classroom Space A, B, C, or D	\$200
Pending Setup	Non-Classroom Space PAC, Breakout Rooms, Conference Room (East or West)	\$200
ABF100	Reality Based Training Prop (Building 8236)* ‡	\$200
	Pitts Road House	Coming Soon!

* Must be added to the cost sheet of any class that uses the facility.

† A TEEX Certified Range Master is required. TEEX Range Masters available at \$600/day; must be requested in advance; subject to availability.

‡ Additional Certification Required for Reality Based Training.