

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between Williamson County ("Customer"), whose address is 508 S. Rock Street, Georgetown, TX 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 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 establish a facilities use agreement that meets all 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 firearms training facilities, emergency vehicle driving track, prop houses, shoot house and other agency training assets necessary to meet TCOLE requirements and conduct department sponsored in-service training based upon scheduled availability.
2. Provide TEEX Range Master training and asset use orientation to Customer personnel assigned to facilitate training exercises to ensure the safe and efficient operation of all TEEX training facilities.
3. Provide Customer with specific rules for use of TEEX training facilities.
4. Provide Customer with current facilities law enforcement use price list.
5. Invoice Customer for each facility use.

#### B. CUSTOMER will:

1. Pay TEEX within 30 days of receipt of each invoice for facility use.
2. Provide properly trained personnel to manage and/or supervise all in-service activities conducted during prearranged use of TEEX emergency vehicle driving track and other agency training props required to conduct department sponsored in-service training.
3. Ensure department sponsored participants using TEEX training facilities adhere to all agency policies and safety requirements.

### III. CONTACT INFORMATION

TEEX Contact Information	Customer Contact Information
John M. Ray, PhD, Division Director <a href="mailto:John.Ray@teex.tamu.edu">John.Ray@teex.tamu.edu</a> 979 845 6677	Sheriff Mike Gleason <a href="mailto:mgleason@wilco.org">mgleason@wilco.org</a> 512 943 1300
Miles (Lee) Santo, Training Manager <a href="mailto:Miles.Santo@teex.tamu.edu">Miles.Santo@teex.tamu.edu</a> 979 321 6190	Lt. Jerod Morris, Training Coordinator <a href="mailto:jmorris@wilco.org">jmorris@wilco.org</a> 512 352 4827
TEEX Reservations <a href="mailto:ILEPSE@teex.tamu.edu">ILEPSE@teex.tamu.edu</a> 979 845 6677   800 423 8433	Billing Address Williamson County Sheriff's Office Attn: Starla Hall, Administrative Assistant 508 Rock Street, Georgetown, TX 78626 <a href="mailto:starlahall@wilco.org">starlahall@wilco.org</a> 512 943 5270

- IV. **TERMS OF AGREEMENT:** This MOU shall begin as of the date of the last signature, and terminate August 31, 2025, 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.


- V. **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.
- VI. **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.
- VII. **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.
- 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.



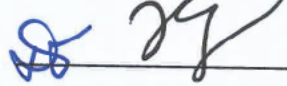
- X. **TERMINATION:** Both Parties reserve the right to terminate this MOU for reasonable cause or if it is determined the objectives of this MOU cannot be accomplished. A Party wishing to terminate this MOU must notify the other Party in writing thirty (30) days in advance. Termination of this MOU for 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 MOA.
- 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. 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.

Williamson County:

By:   
Name: Bill Gravell  
Title: County Judge  
Date: Oct 5, 2021

Texas A&M Engineering Extension Service:

By:   
Name: Tracy Foster  
Title: Associate Agency Director/Chief Financial Officer  
Date: 9/20/2021