

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made and entered into by and between Texas Southern University, of 3100 Cleburne Street, Houston, Texas 77004 (hereinafter referred to as "TSU") and Harris County Sheriff's Office, of 1200 Baker Street, Houston, Texas 77002 (hereinafter referred to as "HCSO") for the purpose of achieving the various aims and objectives relating to the Students/visiting researcher Internship(s) (the "Project").

WHEREAS TSU and HCSO desire to enter into an agreement in which TSU and HCSO will work together to complete the Project;

AND WHEREAS TSU and HCSO are desirous to enter into a Memorandum of Understanding between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future binding contract regarding the Students/ researcher Internship(s) between TSU and HCSO.

Obligations of the Partners

The Partners acknowledge that no contractual relationship is created between them by this Memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but not limited to:

a. Services to be rendered by TSU include:

Provide the agency with course outlines.

Provide the agency supervisor with a school schedule.

Serve as liaison between agency and student regarding work performance and problems. Contact agencies at least once during the semester, unless otherwise indicated.

b. Services to be rendered by HCSO include:

Provide students/visiting researchers with a person generally responsible for supervision, who will provide guidance as to how duties and responsibilities should be carried out in service/learning activities.

Provide students/visiting researchers with a reasonable amount of space to carry out assigned tasks.

Provide students/visiting researchers with tasks and responsibilities on a regular basis, so that they will be able to get a good working knowledge of agency functions and structures.

Provide the Texas Southern University Administration of Justice faculty, visiting researchers and students with a general assessment of program and student potential for internship.

Resources

The Partners will endeavor to have final approval and secure any financing necessary to fulfill their individual financial contributions at the start of the planning for the development of the Project.

a. TSU agrees to provide the following financial, material and labor resources in respect of the Project:

Texas Southern University will provide documents for agency signature indicating visiting researcher(s)/student(s) completed program.

b. HCSO hereby agrees to provide the following financial, material and labor resources in respect of the Project:

No monetary funds will be issued to the university or the visiting researcher/student.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement of both parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

Liability

No liability will arise or be assumed between the Partners as a result of this Memorandum.

Dispute Resolution

In the event of a dispute between the Partners in the negotiation of the final binding contract relating to this Project, a dispute resolution group will convene consisting of the Chief Executives of each of the Partners together with one other person independent of the Partners appointed by the Chief Executives. The dispute resolution group may receive for consideration any information it thinks fit concerning the dispute. The Partners agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to make a compromise and reach a final decision, it is understood that neither party is obligated to enter into any binding contract to complete the Project.

Term

The arrangements made by the Partners by this Memorandum shall remain in place upon execution by all parties until April 11, 2025. The term can be extended only by agreement of all of the Partners.

Notice

Any notice or communication required or permitted under this Memorandum shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

Governing Law

This Memorandum shall be construed in accordance with the laws of the State of Texas.

Assignment

Neither party may assign or transfer the responsibilities or agreement made herein without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, if the writing is signed by the party obligated under this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire Memorandum between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and Memorandums, whether written or oral.

Understanding

It is mutually agreed upon and understood by and among the Partners of this Memorandum that:

- a. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
- b. In no way does this agreement restrict involved Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Partner will participate in the development of the Project.
- d. Nothing in this memorandum shall obligate any Partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the Partners of this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the Partners involved and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.
- e. This Memorandum is not intended to and does not create any right, benefit, or trust responsibility.
- f. This Memorandum will be effective upon the signature of both Partners.
- g. Any Partner may terminate its participation in this Memorandum by providing written notice to other Partner.

The following Partners support the goals and objectives of the Students Internship(s):

Signatories

This Agreement shall be signed on behalf of Texas Southern University by Dr. Jasmine M. Drake, Interim Chair, Department of Administration of Justice, and on behalf of Harris County by Lina Hidalgo, County Judge. This Agreement shall be effective upon execution by all parties.

By: Jasmine M. Drake Date: 5/02/2023
Texas Southern University

Dr. Jasmine M. Drake, its Interim Chair, Department of Administration of Justice

By: _____ Date: _____
Harris County

Lina Hidalgo, County Judge

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE
COUNTY ATTORNEY

By: Haley New
Haley New
Assistant County Attorney
C.A. File No.: 23GEN0980

ORDER OF COMMISSIONERS COURT
Authorizing an Agreement with Texas Southern University

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN AGREEMENT
WITH TEXAS SOUTHERN UNIVERSITY**

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

| | Yes | No | Abstain |
|---------------------------|-----|-----|---------|
| Judge Lina Hidalgo | [] | [] | [] |
| Comm. Rodney Ellis | [] | [] | [] |
| Comm. Adrian Garcia | [] | [] | [] |
| Comm. Tom S. Ramsey, P.E. | [] | [] | [] |
| Comm. Lesley Briones | [] | [] | [] |

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County an Agreement with Texas Southern University at no cost to the County. The Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.