

April 11, 2016

LETTER OF AGREEMENT

The Texas A&M Engineering Extension Service's Emergency Services Training Institute (TEEX/ESTI) shall provide Paramedic Training, subject to the following terms, for:

Bryan Fire Department
Ricky Vann
 300 Wm. J. Bryan Pkwy.
 Bryan, TX 77803
 979-209-5968 office
 979-209-5989 fax
 Rvan@bryantx.gov

TRAINING OVERVIEW

Type of Training	Class Hrs	Training Dates
Paramedic	280	May 10 – Aug. 26, 2016

Classes to be held at the Brayton Fire Field ; College Station ,TX.
 (All training is subject to established student minimums and cancellation if minimums are not met.)

COURSE FEES

Customer shall pay TEEX/ESTI a Minimum Fixed Fee of \$52,800.00 for up to 12 students (the student minimum) with an additional fee of \$4,400.00 per student up to a maximum number of students of 15 per class.

CLASS CANCELLATION

Customer may cancel the scheduled class(s) 15 or more calendar days prior to the start date of training without any penalty. The cancellation must be executed in writing, transmitted to the TEEX/ESTI Program Manager or designee via letter, fax, or email. If this requirement is not met, Customer shall pay TEEX/ESTI a fee of \$25 per student if the class is less than 40 hours in length, or a fee equal to 10% of the class fee for classes 40 hours or longer in length. All charges will be determined based upon the above listed student minimums for the class. In the event of extenuating circumstances, such as natural disasters, the TEEX/ESTI Program Manager will evaluate on a case by case basis and determine whether to waive the charges. TEEX/ESTI may postpone the training to a date agreed upon by the parties due to an act of God, war, government regulation, strike, or other circumstance normally outside the control of a well-managed business.

SAFETY

To help ensure the safety of its students, TEEX/ESTI has developed a TEEX/ESTI Student Safety Manual. The TEEX/ESTI Student Safety Manual can be viewed at www.teex.com/firesafety. The TEEX/ESTI Student Safety Manual contains the safety requirements students and guest instructors will be required to comply with during TEEX sponsored training activities, including the use and type of Personal Protective Equipment (PPE). Customer's safety officer shall ensure all students and student PPE are in compliance with the TEEX Student Safety Manual prior to the start of training activities.

In accordance with the TEEX/ESTI Student Safety Manual, Customer shall ensure that all PPE used during hands-on training exercises meets all applicable National Fire Protection Association (NFPA) standards. Prior



to arriving for any TEEX/ESTI sponsored training, Customer's safety office shall inspect all student PPE to ensure all applicable NFPA standards are met. TEEX/ESTI may make spot checks of student PPE throughout the duration of the training activities. TEEX/ESTI shall reject any PPE not meeting the applicable standards and Customer shall replace it with compliant PPE before the student will be allowed to participate in any further hands-on training activities.

Customer acknowledges that the TEEX/ESTI Student Safety Manual is available on www.teex.com/firesafety for review. Customer also acknowledges that it is Customer's responsibility to ensure that each employee is aware that the manual is available online and understands his/her safety requirement. Each employee shall comply with all safety requirements in the TEEX/ESTI Student Safety Manual.

RELATIONSHIP

This Letter of Agreement does not create a partnership or joint venture. Customer personnel are not employees of TEEX/ESTI and TEEX/ESTI will not provide any compensation, insurance coverage, or other benefits for Customer's personnel. Customer shall indemnify TEEX/ESTI, the Texas A&M University System, and their regents, officers, agents, volunteers, and employees from all liabilities, claims, demands, injuries (including death), or damages, including court costs and reasonable attorneys' fees and expenses which may occur to Customer personnel, other participants, and third persons to the extent arising from Customer personnel's negligence while participating in activities under this Letter of Agreement, except for the portion of damages attributable to negligence of the employees of TEEX/ESTI, other participants or third parties.

TEEX/ESTI shall, to the extent allowable by the laws and Constitution of the State of Texas and without waiving sovereign immunity, indemnify Customer, its officers, agents, employees and contractors from all liabilities, claims, demands, injuries (including death), or damages and expenses which may occur to Customer personnel to the extent arising from TEEX/ESTI personnel's negligence while participating in activities under this Letter of Agreement, except for the portion of damages attributable to negligence of the employees of Customer, other participants or third parties.

ACCEPTANCE

Please provide the acknowledged Letter of Agreement with payment method indicated along with billing address if different from the address above, detailed below, no later than, ten working days prior to the beginning of training, as detailed above.

PAYMENT METHOD: Please select one (check the box)

- Direct Invoice** Total cost will be invoiced five business days from the first day of training, described above with payment being due and payable on or before 30 days from the date of the invoice. Please provide billing address if different than above.
- Purchase Order** Please provide a copy of the purchase order detailing the billing address, number of students, date of training, total or estimated \$ dollar of training and Letter of Agreement number. TEEX/ESTI is an agency of the State of Texas and does not, by signing or accepting Customer's purchase order, waive any rights, privileges or immunities available under Texas law. TEEX/ESTI hereby objects to any terms of the purchase order as those terms are subject to the exceptions noted in TEEX form CS-8, Addendum to Customers Contract, which is available upon request. Any execution of the purchase order is subject to the exceptions, even if execution of the purchase order is prior to the execution of this letter of agreement.
- Credit Card** Please provide exact name (reflected on credit card), credit card number, and expiration date. Please note that the credit card will be charged when the total cost is determined. A copy of a receipt will be provided on each charge made.
- Cash payment.** (Check, Wire, etc.) By sending your check, please be aware that you are authorizing TEEX/ESTI to make a one-time electronic debit from your account at the financial institution on your check. This electronic debit will be for the amount of your check; no additional amount will be added to the amount and all transactions will remain secure. Please contact the Financial Services department at 979-458-6906 to learn about other payment options if you prefer not having your check processed

as an electronic debit. We value your business and appreciate your selecting TEEX for your training needs.

ESTI Point of Contact (POC)

Mike Schuler
ESTI, EMS Director
Office: (979)458-2150

Email: mike.schuler@teex.tamu.edu

Division Address

Texas A&M Engineering Extension Service
Emergency Services Training Institute
200 Technology Way
College Station, TX 77845

Please reference this Letter of Agreement on any correspondence.

Please sign, acknowledge and return by email, mail, or fax (979) 458-3533. The person signing the acknowledgement warrants that he or she has the authority to bind the customer to the terms and conditions of this agreement.

Respectfully submitted,



Robert Moore or Designee
Division Director or Associate Division Director
Texas A&M Engineering Extension Service
Emergency Services Training Institute

Reviewed by
ESTI Business Office

Bryan Fire Department:



Signature

Cory Matthews

Name (Printed)

4-20-16

Date