

April 13, 2022

## LETTER OF AGREEMENT

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

David Cella: david.cella@wilco.org

Williamson County Fire Marshal Special Operations

3189 SE Inner Loop, Georgetown, TX 78626

O: 512-943-3698 | C: 512-931-4227

Customer's Federal Tax ID Number (TIN): 74-6000978

## TRAINING OVERVIEW

Type of Training	Class Hrs	Training Dates
HAZ004 Hazmat Refresher	8 hrs	May 27, 2022
HAZ008 Hazmat Incident Commander	16 hrs	August 15-16, 2022

Classes to be held at the Williamson County FMO, Georgetown, TX 78626.

(All training is subject to established student minimums and cancellation if minimums are not met.)

## COURSE FEES \*\*\*\*TEEX RESERVES THE RIGHT TO INCREASE PRICING DUE TO A NEW FISCAL YEAR SEPTEMBER 1.

**HAZ004 Hazmat Refresher-** Customer shall pay TEEX/ESTI a fee of \$525 per student per class and applicable sales tax. Each class is subject to a 12-student minimum per class.

**HAZ008 Hazmat Incident Commander-** Customer shall pay TEEX/ESTI a fee of \$720 per student per class and applicable sales tax. Each class is subject to a 12-student minimum per class.

**\*\*On all non-fixed fee base quotes, state sales tax will be assessed on all consumables used, except fuels. If Customer is exempt from Texas state sales tax, please provide TEEX/ESTI with a Texas state sales tax exemption form. If Customer pays sales tax directly to the State of Texas, please provide TEEX/ESTI with a Texas direct payment permit certificate. Unless one of these two forms is provided, Texas state sales tax will be assessed.\*\***

## CLASS CANCELLATION

Customer may cancel the scheduled class(es) 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, pandemic or epidemic, 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](http://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](http://www.teex.com/firesafety) for review. Customer shall ensure that each employee understands his/her safety requirements and complies with all safety requirements in the TEEX/ESTI Student Safety Manual.

#### RELATIONSHIP

This Letter of Agreement does not create a partnership, joint venture, or employment relationship. 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 or intentional acts while participating in activities under this Letter of Agreement, except for the portion of damages attributable to negligence or intentional acts of the employees of TEEX/ESTI, other participants or third parties.

Customer acknowledges that TEEX/ESTI is an agency of the State of Texas and nothing in this Letter of Agreement waives or relinquishes TEEX/ESTI's right to claim any exemptions, privileges, or immunities as may be provided by law.

#### ACCEPTANCE

**Please provide the completed and signed Letter of Agreement no later than ten working days prior to the beginning of training. We must have received the signed Letter of Agreement prior to accepting a Purchase Order.**

#### PAYMENT METHOD: Please select one (check the box)

- ☐ **Direct Invoice** TEEX/ESTI shall invoice Customer for the total cost at the conclusion of the training, with payment due no later than 30 days from the date of the invoice.
- ☐ **Purchase Order** Please provide a copy of the purchase order P.O. # \_\_\_\_\_ by email or fax when returning the signed Letter of Agreement, detailing the billing address, number of students, date(s) of training, total or estimated \$ dollar of training and Letter of Agreement number. TEEX/ESTI shall invoice Customer for the total cost at the conclusion of the training, with payment due no later than 30 days from the date of the invoice.
- ☐ **Credit Card** TEEX/ESTI will request Customer credit card information before the beginning of the training. At that time please provide the exact name (reflected on credit card), credit card number, expiration date and billing zip code. At the conclusion of the training when the total cost is determined, the credit card will be charged. A copy of receipt will be provided on each charge made.
- ☐ **Cash payment.** (Check, Wire, etc.) By sending a check, Customer authorizes TEEX/ESTI to make a one-time electronic debit from Customer's account at the financial institution on the check in the amount of the check. Please contact the Financial Services department at 979-458-6906 to learn about other payment options if Customer prefers not having its check processed as an electronic debit.

If Customer employs any purchase order or other form in carrying out the transactions contemplated under this Letter of Agreement, none of the terms contained on such form will be applicable except to the extent that they specify information required to be furnished under this Letter of Agreement. TEEX/ESTI hereby objects to any other terms contained on any such form; such other terms will not be a basis for any contract and Customer should not take any action or fail to take any action in reliance on such other terms.

#### TEXAS PROMPT PAYMENT ACT COMPLIANCE:

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31<sup>st</sup> 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.

## DISPUTES

Customer shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of contract under this chapter to TEEX/ESTI's designated official, who will examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

## GOVERNING LAW

The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Letter of Agreement and all of the transactions it contemplates.

## EXPORT COMPLIANCE

Customer certifies that none of its personnel participating in the Training 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 Training for purposes of additional due diligence.

## ESTI Point of Contact (POC)

Nick Hickson | HazMat Training Manager  
O: 979-458-3640 | C: 214-763-2018  
[Nicholas.hickson@teex.tamu.edu](mailto:Nicholas.hickson@teex.tamu.edu)

Division Mailing Address  
Texas A&M Engineering Extension Service  
Emergency Services Training Institute  
PO Box 40006, College Station, TX 77842-4006

Please reference this Letter of Agreement Number on any correspondence.

This Letter of Agreement contains the entire understanding of the parties as to the training and supersedes all other written and oral agreements between the parties as to that subject matter.

Please sign and return by email, mail, or fax (979) 458 4368 The person signing the acknowledgement warrants that he or she has the authority to bind Customer to the terms of this Letter of Agreement.

We value your business and appreciate you selecting TEEX for your training needs.

Respectfully submitted,



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

Reviewed by  
ESTI Business Office



Tracy Foster  
Associate Agency Director/Chief Financial Officer  
Texas A&M Engineering Extension Service

## Williamson County Fire Marshal Special Operations:

*Valerie Covey*

Signature

Valerie Covey

Name (Printed)

May 3, 2022

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Date