



August 27, 2012

**LETTER OF AGREEMENT**

The Texas Engineering Extension Service/Emergency Services Training Institute (TEEX/ESTI) will provide Rescue Training for:  
Fort Bend County

POC for Contract: Robert Stone  
301 Jackson Street, Suite 728  
Richmond Texas 77469  
Office 281-342-6185  
Fax 281-341-4557

POC for Training: Richmond Fire Department  
Attn: Asst. Chief Mike Hafer  
Office: 281-232-6871  
Fax: 281-232-3538  
Cell: 832-347-5604  
Email: [mikehafer@richmondfd.com](mailto:mikehafer@richmondfd.com)

**TRAINING OVERVIEW**

<u>Type of Training</u>	<u>Class Hrs</u>	<u>Training Dates</u>
Advanced Structural Collapse 3 (ASC3)	50 hours	September 10-14, 2012
Advanced Structural Collapse 4 (ASC4)	50 hours	September 17-21, 2012

**COURSE FEES**

The fee to conduct the above Advanced Structural Collapse 3 training and additional services will be a Minimum Fixed Fee of \$30,941.84 for up to 12 students maximum.

The fee to conduct the above Advanced Structural Collapse 4 training and additional services will be a Minimum Fixed Fee of \$30,941.84 for up to 12 students maximum.

The fixed fee includes the open enrollment price of \$2000 per student per course plus the following consumables:

Six double occupancy hotel rooms in College Station, TX for the duration of the ASC 3 course.  
Hotel Check-in on Sunday, September 9. Checkout Friday, September 14.  
Twelve box lunches per day for five days from September 10-14, 2012 to be delivered to Disaster City

Six double occupancy hotel rooms in College Station, TX for the duration of the ASC4 course.  
Hotel Check-in on Sunday, September 16. Checkout Friday, September 21.  
Twelve box lunches per day for five days from September 17-21, 2012 to be delivered to Disaster City

**\*\*On all non-fixed fee base quotes, state sales tax will be assessed on all consumables used, except fuels. If your company is exempt from state sales tax please provide us with a state sales tax exemption form. Unless an exemption form is provided state sales tax will be assessed. \*\***

**CLASS CANCELLATION**

The scheduled class(s), detailed above, may be canceled within fifteen (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, and received no later than the fifteenth day. If this requirement is not met, customer agrees to pay TEEX/ESTI a fee of \$25 per student if the class is less than 40 hours in length. Late cancellations for classes 40 hours in length or greater will be charged a fee equal to 10% of the class tuition. All charges



circumstances, such as natural disasters, the Program Manager will evaluate on a case by case and determine whether to waive the charges.

## SAFETY

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

In accordance with the TEEEX/ESTI Student Safety Manual, all PPE used during hands-on training exercises is required to meet all applicable NFPA standards. Prior to arriving for any TEEEX/ESTI sponsored training, all student PPE shall be inspected by customer's safety officer to ensure all applicable NFPA standards are met. Spot checks of student PPE will be made by TEEEX/ESTI personnel throughout the duration of the training activities. Any PPE not meeting the applicable standards will be rejected and must be replaced with compliant PPE before the student will be allowed to participate in any further hands-on training activities.

Customer representative acknowledges that the TEEEX/ESTI Student Safety Manual is available on [www.teex.com/firesafety](http://www.teex.com/firesafety) for review. The customer representative also acknowledges that it is the customer's responsibility to ensure that each employee is aware that the manual is available online and understands his/her safety requirement. Each employee will be required to comply with all safety requirements in the TEEEX/ESTI Student Safety Manual.

## 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, (10) 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 at the conclusion of the 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. The Texas Engineering Extension Service is an agency of the State of Texas and does not, by signing or accepting this contract, waive any rights, privileges or immunities available under Texas law. The terms and conditions of the Purchase Order are subject to and applicable to the exceptions noted in TEEEX form CS-08, Addendum to Customers Contract Form, which is available upon request. Any execution of the Purchase Order is subject to the exceptions, even if execution of the purchase order is subsequent to the execution of the letter of agreement.

**Credit Card** - Please provide Exact Name (reflected on credit card), Credit Card number, and Expiration date. Please note that 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 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)**

James Hyles  
ESTI, Rescue Training Director  
Office: 979-845-6553  
Email: James.Hyles@teex.tamu.edu

**Division Address**  
Texas 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 or fax (979) 847-9304. Execution constitutes an agreement of the terms and conditions detailed within this agreement. 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,

Sue Shahan  
Deputy Director  
Texas Engineering Extension Service

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

**ACKNOWLEDGEMENT:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Date