

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into by and between College Station Independent School District – College View High School ("Customer"), whose address is 1812 Welsh, College Station, TX 77840, 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 Provide the High School Firefighter I, Firefighter II Academy (Didactic Portion) Freshman Year and Sophomore Year Sessions of Firefighter I, Junior and Senior Years of FF II, Hazardous Materials Awareness and Operations, Emergency Medical Responder. New two-year Academy program to be introduced during 2020-2021 school year.

II. RESPONSIBILITIES:

A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**

1. Provide certified instructors to conduct the didactic portion and limited skills portion of said academy for FF I, FFII, HM A&O and EMR.
2. Secure all needed Texas Commission on Fire Protection TPA numbers for certification program.
3. Secure all needed testing mechanisms through the proper certification agencies as required.
4. Provide equipment as needed for limited hands on application for Job Performance Requirements.
5. Provide the class schedule in advance to the beginning of the school calendar year for posting.
6. Provide Resource One from IFSTA for student assistance and online learning.

B. **Customer will:**

1. Agree to pay the certified instructors at a rate of **\$25.00** per hour, for a minimum of **20 hours per week** (4 year program) and a maximum of **30 hours per week** (new 2 year program).
2. Provide the needed classroom space with multimedia application for didactic course delivery and testing purposes.
3. Provide needed area(s) for limited hands on skills application.
4. Provide each enrolled student with the most recent version of the "IFSTA 7th Edition: Essentials of Fire Fighting" by BRADY manual (This manual will be used for the entire 4 year or 2- year program).
5. Provide each participant a minimum of (2) Two High School Recruit Academy T-Shirts.
6. Provide TEEX-ESTI Academy Coordinator with a school calendar for development of schedule of classes.

III. **TERMS OF AGREEMENT:** This MOU shall begin as of the date of the last signature, and terminate June 30, 2021, 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.

IV. **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.

V. **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 Agreement 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.

VI. EXPORT COMPLIANCE

Customer certifies that none of its Representatives participating in the High School Fire Academy 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 High School Fire Academy for purposes of additional due diligence.

VII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, the CUSTOMER certifies it does not and will not, during the performance of this contract, boycott Israel. CUSTOMER acknowledges this Agreement may be terminated if this certification is inaccurate.

VIII. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS: Pursuant to Subchapter F, Chapter 2252, Texas Government Code, CUSTOMER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. CUSTOMER acknowledges this Agreement may be terminated if this certification is inaccurate.

IX. CONFLICT OF INTEREST: By executing this Agreement, CUSTOMER and each person signing on behalf of CUSTOMER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

X. NOTICES: All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

For the Customer:

Texas A&M Engineering Extension Service:

By: _____

By:  _____

Name: _____

Name: **R. Charles Todd** _____

Title: _____

Title: **Associate Agency Director/CFO** _____

Date: _____

Date: **8/11/2020** _____

