



MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement ("MOA")** is entered into by and between College Station ISD ("*Customer*") and the Texas A&M Engineering Extension Service ("TEEX"), a member of the Texas A&M University System and an agency of the State of Texas, shown below as Contracting Parties (individually referred to as "*Party*" or collectively as the "*Parties*").

I. CONTRACTING PARTIES:

The Receiving Party: College Station Independent School District
1801 Harvey Mitchell Parkway
College Station, TX 77840

The Performing Party: Texas A&M Engineering Extension Service, P.O. Box 40006, College Station, TX 77842 or 200 Technology Way, College Station, TX.77845

Customer Point of Contact:

Name: Kevin Ross, Director of Career & Technical Ed.
Address: 1801 Harvey Mitchell Parkway, College Station, Tx 77840
Phone: 979-764-5465
Email: kevinross@csisd.org

TEEX Point of Contact:

Name: Carl Voskamp, Training Manager-EMS Program
P.O. Box 40006, College Station, TX 77842-4006
Phone: 979-458-2150
Email: carl.voskamp@teex.tamu.edu

II. STATEMENT OF WORK PERFORMED:

All or part of the Statement of Work is approved on a TEEX GSA contract: Yes No

If yes above, and the customer is GSA eligible, the approved portion is a GSA sale unless otherwise noted below:

The Customer has verified this is not a GSA related sale.

Other: (please state the reason)

Statement of Work dated 04/08/2021, attached as Appendix A.

III. MOA AMOUNT:

The total fixed-price amount of this MOA is: Three thousand five hundred dollars, \$3,500 for up to 8 students, plus three hundred fifty dollars, \$350/for each additional student over 8.

IV. PAYMENT FOR THE WORK:

Payment for Work performed under this MOA shall be billed when fully executed or 5 days after the first class day; whichever is later.

V. TERM OF MOA:

This MOA is to begin as of the date of the last signature and shall terminate May 30, 2022, unless earlier terminated in accordance with Section X below.

If this MOA is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOA will be null and void and of no further effect.

VI. INDEPENDENT CONTRACTOR:

TEEX is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the Work provided to the Customer. TEEX employees are not employees of the Customer, and neither TEEX nor Customer's personnel will, by virtue of this MOA, be entitled or eligible to participate in any benefits or privileges given or extended by either Party to its employees.

VII. USE OF PURCHASE ORDERS:

To the degree that either or both of the Parties hereto find it convenient to employ their standard forms of purchase order or acknowledgment of order in administering the terms of this MOA, it or they may do so but none of the terms and conditions printed or otherwise appearing on or relating to such form shall be applicable except to the extent that it specifies information required to be furnished by either Party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

VIII. PUBLICITY:

Neither Party to this MOA may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other; however, TEEX may include the Customer's name, project title, and total MOA value in internal and external reports of awards received. Additionally, Customer acknowledges that TEEX is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this MOA.

IX. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEX to attempt to resolve any claim for breach of this MOA made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of this MOA under this Chapter to the Deputy Director of TEEX, who shall examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

X. TERMINATION:

Both Parties reserve the right to terminate this MOA for reasonable cause or if it is determined the objectives of this MOA cannot be accomplished. A Party wishing to terminate this MOA must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred. TEEX will be paid for Work performed up to the date of termination, in accordance with the terms of this MOA. If a mutual settlement of expenses cannot be reached, such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of

termination. Termination of this MOA for any reason, does not relieve either Party of the obligations incurred prior to the termination.

XI. SAVINGS CLAUSE:

In the event that any provision of this MOA is held unenforceable for any reason, the remaining provisions of this MOA shall remain in full force and effect.

XII. AMENDMENTS:

No amendment to this MOA shall be valid unless it is made in a writing signed by the authorized representatives of both Parties.

XIII. FORCE MAJEURE:

If either Party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, pandemic, epidemic, quarantine, national or regional emergencies, governmental order or action, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, or embargos, whether or not foreseeable or preventable through the exercise of reasonable diligence, occurs, is implemented or becomes effective during the term of this agreement and makes it unsafe (or gives rise to a health risk), impracticable, onerous, uneconomic, or burdensome for either Party to proceed with or continue the performance of the Services or any part thereof, then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period of more than thirty (30) days.

XIV. NOTICES:

Formal notices provided under this MOA must be in writing and delivered by (i) U.S. Postal Service; (ii) certified mail, return receipt requested; (iii) hand delivered; (iv) email; or (v) delivery by a reputable overnight courier service (in the case of delivery by email the notice must be followed immediately by a copy of the notice being delivered by a means provided in (i), (ii), (iii), or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by email, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing.

Customer Contact:

Name: Kevin Ross, Director of Career & Technical Ed.

Address: 1801 Harvey Mitchell Parkway, College Station, TX 77840

Phone: 979-764-5465

Email: kevinross@csisd.org

TEEX Contact:

Name: Jonathan Dikes

P.O. Box 40006, College Station, TX 77842-4006

Phone: 979-458-6800

Email: jonathan.dikes@teex.tamu.edu

XV. EXPORT COMPLIANCE

Customer certifies that none of its Representatives participating in the Satellite EMT Course 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 Satellite EMT Course for purposes of additional due diligence.

XVI. INTELLECTUAL PROPERTY

Copyright ownership of all training models, curriculum, and materials ("work of authorship") delivered by TEEX under this MOA (whether created in the performance of this MOA or pre-existing) shall exclusively vest in TEEX. No rights are granted under such copyrights except as may be described in this MOA or stated in any training manuals or materials delivered as part of this MOA.

XVII. CONFLICT OF INTEREST:

By executing this MOA, 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 Texas A&M University System or The Texas A&M University System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The Texas A&M University System, has direct or indirect financial interest in the award of this MOA, or in the services to which this MOA relates, or in any of the profits, real or potential, thereof.

XVIII. GENERAL PROVISIONS:

- a. TEEX is an agency of the State of Texas and nothing in this MOA waives or relinquishes TEEX's right to claim any exemptions, privileges, or immunities as may be provided by law.
- b. A Party's failure to enforce a provision of this MOA does not waive that that Party's ability to enforce such provision in any subsequent occurrence.

The undersigned Parties bind themselves to the faithful performance of this MOA. This MOA constitutes the entire agreement between the Parties, and supersedes any previous contracts, understandings, or agreements of the Parties, whether verbal or written, concerning the subject matter of this MOA.

College Station Independent School District:
 By: _____
 Name: _____
 Title: _____
 Date: _____

Texas A&M Engineering Extension Service:
 By: Choley
 Name: **Gordon Lohmeyer or Designee**
 Title: **Division Director or Associate Division Director**
 Date: _____

Reviewed by
ESTI Business Office



Appendix A: Statement of Work

Purpose:

This Statement of Work describes the roles of each party in a partnership between TEEX/ESTI EMS Program and College Station ISD to offer a satellite Emergency Medical Technician (EMS117/116) program for CSISD students.

Responsibilities and Deliverables:

TEEX will:

1. Coordinate the course through the Texas Dept. of State Health Services (TXDSHS).
2. If more than 8 students are registered, provide one Skill Instructor for lab sessions.
3. Coordinate the clinical/field experience phase of the training. Audit each student's documentation for accuracy and completeness to verify completion of clinical/field requirements.
4. Assure malpractice insurance coverage for students during the clinical/field phase.
5. Provide one uniform shirt for the clinical/field phase of training.
6. Provide overall oversight to assure the training complies with all TXDSHS requirements.
7. Verify graduates have meet all course completion requirements and verify certification eligibility on the NREMT website.

College Station ISD will:

1. Provide the classroom/lab facilities and all required equipment, supplies, and books.
2. Provide the Lead Instructor for classroom/lab instruction.
3. Prepare and administer written exams and submit scores to TEEX.
4. Track students' progress toward eligibility for the clinical/field phase of training.

Contact Information:

For Customer:

Name: Kevin Ross
Title: Director of Career & Technical Education

Address: 1801 Harvey Mitchell Parkway, College Station, TX, 77840
Office Telephone: 979-764-5465
Mobile Telephone:
Email: kevinross@csisd.org

For TEEX:

Name: Carl Voskamp
Title: EMS Program Training Manager

Address: TEEX/ESTI
200 Technology Way
College Station, TX 77845
Office Telephone: 979-485-2150
Mobile Telephone:
Email: carl.voskamp@teex.tamu.edu

All or part of this Statement of Work/Services is is not being purchased through a TEEX GSA Schedule.