

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (MOA) is entered into by and between Williamson County Texas Road and Bridge Dept. (WCRB) and the Texas A&M Engineering Extension Service (TEEX) shown below as Contracting Parties.

### I. CONTRACTING PARTIES:

The Receiving Party: Williamson County Texas Road and Bridge Department  
3151 S.E. Inner Loop  
Georgetown Texas

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

### II. STATEMENT OF SERVICES PERFORMED:

All or part of the Statement of Services 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)

**Services to include:** Performing party agrees to appear at WCRB training facility to conduct multiple training events on dates and times to be agreed on later. Train events will consist of:

One (1) HEP217 Excavation Safety Course (8 Hrs.),  
One (1) HEP002 Backhoe Operator Course (32 Hrs.),  
One (1) HEP208 Motorgrader Operator Course (32 Hrs.) and  
Two (2) HEP209 Front End Loader Courses (16 hrs. Ea.) HEP209 classes are to be conducted both in the same week on consecutive dates.

Receiving part to furnish classroom facility, outdoor training area, and functional heavy equipment and maintenance items relevant to each training event.

### III. CONTRACT AMOUNT:

HEP217 8 Hour Excavation Safety Training, for up to 15 attendees-	\$2500.00
HEP002 32 Hour Backhoe Operator Training for up to 4 attendees-	\$6250.00
HEP208 32 Hour Motorgrader Operator Training for up to 4 attendees-	\$6250.00
HEP209 16 Hour End Loader Operator Training for up to 4 attendees (1) -	\$3125.00
HEP209 16 Hour End Loader Operator Training for up to 4 attendees (2) -	\$3125.00

Total cost of Contracted Services: Twenty-one thousand two-hundred and fifty dollars and zero cents. (\$21,250.00)

### IV. PAYMENT FOR SERVICES:

Payment for services performed shall be billed lump sum with payment due within thirty (30) days of completion.

**V. TERM OF CONTRACT:**

This Contract is to begin as of the date of the last signature and shall terminate 31 December 2016.

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

**VI. 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 Agreement, it or they may do so but none of the terms and conditions printed or otherwise appearing on 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.

**VII. 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 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 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.

**Customer Point of Contact:**

Name: Lee Garrett

Address 3151 S E Inner Loop Georgetown Texas

Phone: 512-943-3393

Email: [lgarret@wilco.org](mailto:lgarret@wilco.org)**TEEX Point of Contact:**

Training Manager: Rick Lemons

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

Phone: 979-845-3003

Email: [Rickie.lemons@teex.tamu.edu](mailto:Rickie.lemons@teex.tamu.edu)

Both Parties reserve the right to terminate this agreement for reasonable cause or if it is determined the objectives of this program cannot be accomplished. Party wishing to terminate this program must notify the other Party in writing thirty (30) days in advance and arrange for a mutual settlement of expenses incurred.

**The undersigned Parties bind themselves to the faithful performance of this Contract.**

**For the Customer:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Texas A&M Engineering Extension Service:**By:  \_\_\_\_\_Name: Greg CohenTitle: Director, Business ServicesDate: 10-4-16