



Amarillo College

**Technical
Education
Division**

**Williamson County
Loader/Dump Truck
Training Agreement
#170001**

**AGREEMENT with Amarillo Junior College District
through the Technical Education Division
PO Box 447 Amarillo, TX 79178-0001**

January 17, 2017

The Amarillo Junior College District, a political subdivision of the State of Texas commonly referred to as Amarillo College, through its Technical Education Division, hereinafter referred to as "**College**", and Williamson County, 710 South Main Street, Georgetown, TX 78626, hereinafter referred to as "**Client**" enter into this agreement as follows:

- 1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck class for certain employees of the **Client** as provided in this agreement.
- 2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with state regulations and policies of the **College**. Instructional content of all services will be designed with mutual consent of both parties prior to delivery of any training.
- 3.0 **Term:** The **College** will conduct the Loader/Dump Truck training on the following schedule:

Date: February 21 to February 22, 2017

Time: 8:00am to 5:00pm with one hour for lunch.
- 4.0 **Fee:** The fee for this training (including travel) is \$2,917.63. Four (4) students may attend for this price.
- 4.1 **Billing Procedure:** The **College** will invoice the **Client** within thirty (30) working days of the completion of training. Invoice is due and payable *net 30 days*.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College**. Required instructional equipment (dump trucks and loaders) will be furnished by the **Client**.



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- 5.1 **Copying:** No portion of the services provided herein shall be copied or reproduced in any form without prior consent of the **College** and **Client**.
- 5.2 **Videotaping:** No portion of the services provided herein shall be videotaped without the prior consent of the **College** and **Client**.
- 6.0 **Facilities:** The training will be conducted at facilities of the **Client**.
- 7.0 **Amendment:** This agreement may be changed in writing to notify or extend the stated terms by mutual consent of the parties herein.
- 7.1 **Cancellation:** If the **Client** cancels any or all of the agreement at any time after execution of the agreement, an administrative fee will be assessed and paid to the **College** in the amount of 10 percent of the unfulfilled amount of the agreement. In any case of cancellation by the **Client**, the **Client** will pay the **College** for any development, supplies, materials, and/or instruction in fulfilling the agreement up to the time written notice of cancellation is received by the **College**.
- 7.2 **Assignment:** The **College** shall not assign this agreement without the written consent of the **Client**.
- 7.3 **Force Majeure:** Neither the **College** nor the **Client** shall be responsible for any delays in performance of this agreement due to strike, riots, acts of God, war, governmental laws or regulations. If a delay occurs, the **College** and the **Client** will make a good faith effort to reschedule the service.
- 7.4 **Indemnity:** TO THE EXTENT ALLOWED BY LAW (a) **Client**, in consideration of the training described above, hereby releases, waives, discharges and covenants not to sue the **College**, its officers and employees, and (b) agrees to indemnify and save and hold harmless the **College**, its officers, and employees from any loss, liability, damage, or cost and all claims for damages, personal or otherwise, arising while the **Client** is performing this agreement, whether caused by a member of the **Client** or by any other persons, without regard to whether the damage, personal or otherwise, is brought about or caused by negligence, whether on the part of the **Client** or the **College** or the **College's** employees.



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- 7.5 **Enrollment Eligibility Notice:** Students with outstanding obligations to Amarillo College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.
- 7.6 **Venue:** This agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Potter County, Texas.
- 8.0 **Notice:** Any notice provided under this agreement shall be delivered by mail or personal service to the parties named below.

Client Representative

The Honorable Dan A. Gattis
Williamson County Judge
710 South Main Street
Suite 101
Georgetown, TX 78626

By: _____

Date: _____

College Representative

Ed Nolte
Industrial Technology
Amarillo College

By:  _____

Date: 18 Jan 2017