

MEMORANDUM OF AGREEMENT

This **Memorandum of Agreement ("MOA")** is entered into by and between Williamson County Texas Road and Bridge Department ("*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: 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 WORK PERFORMED:

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

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

X The customer has verified this is not a GSA related sale.

_____ Other: (please state the reason)

TEEX agrees to provide a competent instructor, associated manuals and student guides, instructional aides, sign in rosters and certificates of completion for successful attendees for the following classes:

1. HEP209 Front End Loader Operator Training, Dec 11-12, 2017, at a cost of \$3725.00
2. HEP209 Front End Loader Operator Training, Dec 13-14, 2017, at a cost of \$3725.00
3. HEP002 Intro to Backhoe Operator Training, Jan 8-11, 2018, at a cost of \$6770.00
4. HEP208 Intermediate Motorgrader Operator Training, Jan 22-25, 2018, at a cost of \$6770.00

All classroom portion of training will take place at County Facility located at 3151 S.E. Inner Loop Georgetown Texas. Field operations location will be determined at Road and Bridge discretion.

III. MOA AMOUNT:

The total fixed-price amount of this MOA is: \$20,990.00 (Twenty thousand, nine hundred ninety dollars and zero cents)

IV. PAYMENT FOR THE WORK:

Payment for Work performed under this MOA shall be billed *lump sum with payment due within thirty (30) days of completion.*

V. TERM OF MOA:

This MOA is to begin as of the date of the last signature and shall terminate July 15, 2018 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 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. ENTIRE AGREEMENT:

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.

XII. 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.

XIII. AMENDMENTS:

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

XIV. FORCE MAJEURE:

Neither Party is required to perform any term, condition, or covenant of this MOA, if performance is prevented or delayed by a natural occurrence, a fire, an act of God, an act of terrorism, or other similar occurrence, or the cause of which is not reasonably within the control of such Party and which by due diligence it is unable to prevent or overcome.

XV. 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 Point of Contact:

Name: Lee Garrett
 Address: 3151 S.E. Inner Loop, Georgetown, TX
 Phone: (512) 943-3339
 Email: lgarrett@wilcon.org

TEEX Point of Contact:

Name: Rick Lemons, Training Manager
 Address: P.O. Box 40006, College Station, TX 77842-4006
 Phone: (979) 845-3003, Fax (979) 458-1374
 Email: Rick.lemons@teex.tamu.edu

XVI. INTELLECTUAL PROPERTY [OPTIONAL]

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.

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

For the Customer:

By: _____
 Name: _____
 Title: _____
 Date: _____

Texas A&M Engineering Extension Service:

By: Shayne Rhoads
 Name: Shayne Rhoads
 Title: Business Manager
 Date: 11/21/2017