

TechnicalWilliamson CountyEducationTraining AgreementDivision#21001Loader/Dump TruckOperator

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

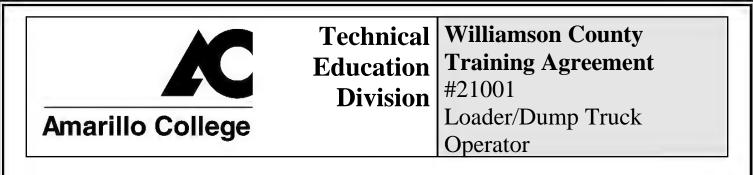
July 20, 2020

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:

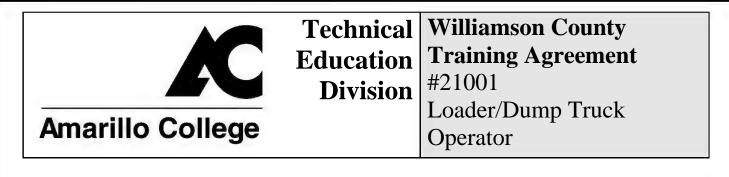
- 1.0 **Purpose:** The **College** shall provide one (1) 16 hour Loader/Dump Truck Operator class for certain employees of the **Client** as provided in this agreement:
- 2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with 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 Operator training on or about the following schedule:

October 12, 2020 through October 13, 2020.

- 4.0 **Fee:** The fee for this training (including travel) is \$2700.00. This contract is up to six (6) students; this fee stands even if fewer than six (6) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Loaders and Dump trucks provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.



- 7.5 **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the **College** or the **Client**.
- 7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 **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.
- 7.9 **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 Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

Mark D. White By:

Date:09/10/2020



Technical
Education
DivisionWilliamson County
Training Agreement
#21002
Advanced Maintainer
Operator

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

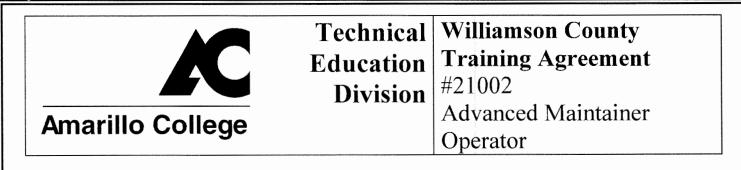
July 20, 2020

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) 32 hour Advanced Maintainer Operator 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 Advanced Maintainer Operator training on or about the following schedule:

November 2, 2020 through November 5, 2020.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.



Technical Williamson County **Education** Training Agreement #21002 Division Advanced Maintainer Operator

AGREEMENT between Amarillo College and Williamson County, continued page 3.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be 7.5 deemed to constitute a waiver of sovereign immunity or powers of the College or the Client.
- 7.6 Right to Audit: The College agrees to provide the Client or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the College which are directly pertinent to the services to be performed under this agreement. The College has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal 7.7 legal action being taken on this agreement.
- Enrollment Eligibility Notice: Students with outstanding obligations to Amarillo 7.8 College will receive written notification and may not be allowed to enroll in or complete a continuing education course until the obligations are fulfilled.
- Venue: This agreement shall be construed under and in accordance with the laws of the 7.9 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 Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:_____

Date:

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: Mark D. Wlith Date: 8-10-2020



Education Division

Technical Williamson County **Training Agreement** #21003 **Basic Maintainer Operator**

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

July 20, 2020

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) 32 hour Basic Maintainer Operator 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 Basic Maintainer Operator training on or about the following schedule:

November 16, 2020 through November 19, 2020.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the Client.



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.

Division

Technical Williamson County **Education** Training Agreement #21003 **Basic Maintainer Operator**

Amarillo College

AGREEMENT between Amarillo College and Williamson County, continued page 3.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be 7.5 deemed to constitute a waiver of sovereign immunity or powers of the College or the Client.
- 7.6 Right to Audit: The College agrees to provide the Client or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the College which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 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.
- 7.9 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.
- Notice: Any notice provided under this agreement shall be delivered by mail or personal 8.0 service to the parties named below.

Client Representative

The Honorable Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:_____

Date:

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: /10/10/10/10/ Date: 8.10-2020



TechnicalWilliamson CountyEducationTraining AgreementDivision#21004Backhoe Operator

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

July 20, 2020

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) 32 hour Backhoe Operator 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 Backhoe Operator training on or about the following schedule:

December 7, 2020 through December 10, 2020.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**

Division

Technical Williamson County **Education** Training Agreement #21004 **Backhoe Operator**

AGREEMENT between Amarillo College and Williamson County, continued page 2.

Amarillo College

- 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.
- Videotaping: No portion of the services provided herein shall be videotaped without the 5.2 prior consent of the College and Client.
- Facilities/Equipment: The training will be conducted at facilities of the Client. 6.0 Backhoes provided by the Client.
- Amendment: This agreement may be changed in writing to notify or extend the stated 7.0 terms by mutual consent of the parties herein.
- 7.1 Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- Assignment: The College shall not assign this agreement without the written consent of 7.2 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.

Division

Technical Williamson County **Education** | Training Agreement #21004 **Backhoe Operator**

AGREEMENT between Amarillo College and Williamson County, continued page 3.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be 7.5 deemed to constitute a waiver of sovereign immunity or powers of the **College** or the Client.
- 7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the College which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 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.
- 7.9 **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 Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:_____

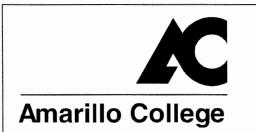
Amarillo College

Date:

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: Mark D. White Date:_ 8-10-2020



TechnicalWilliamson CountyEducationTraining AgreementDivision#21005Regenerative Air SweeperOperator

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

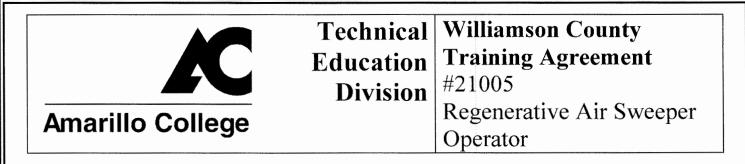
July 20, 2020

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) 32 hour Regenerative Air Sweeper Operator 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 Regenerative Air Sweeper Operator training on or about the following schedule:

January 11, 2021 through January 14, 2021.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Sweepers provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.

Division

Technical Williamson County **Education** | Training Agreement #21005 Regenerative Air Sweeper Operator

AGREEMENT between Amarillo College and Williamson County, continued page 3.

- No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be 7.5 deemed to constitute a waiver of sovereign immunity or powers of the College or the Client.
- 7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 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.
- 7.9 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.
- Notice: Any notice provided under this agreement shall be delivered by mail or personal 8.0 service to the parties named below.

Client Representative

Amarillo College

The Honorable Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

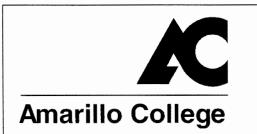
By:_____

Date:_____

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: Marss white Date: 8-10-2020



Technical
Education
DivisionWilliamson County
Training Agreement
#21006
Advanced Maintainer
Operator

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

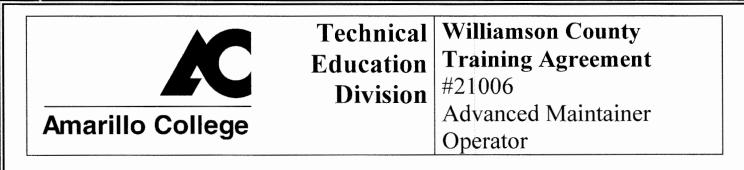
July 20, 2020

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:

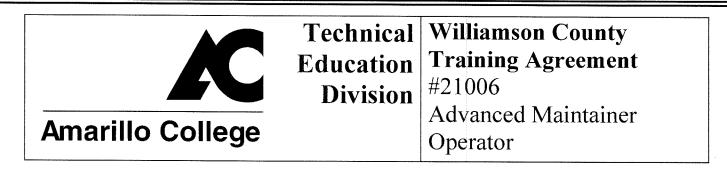
- 1.0 **Purpose:** The **College** shall provide one (1) 32 hour Advanced Maintainer Operator class for certain employees of the **Client** as provided in this agreement:
- 2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with 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 Advanced Maintainer Operator training on or about the following schedule:

January 25, 2021 through January 28, 2021.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Maintainers provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.



- 7.5 No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the College or the Client.
- 7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 **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.
- 7.9 **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.

<u>Client Representative</u>

The Honorable Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: Mark D. Weit Date: _ & -10 - 2020



TechnicalWilliamson CountyEducationTraining AgreementDivision#21007Telescopic ExcavatorOperator

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

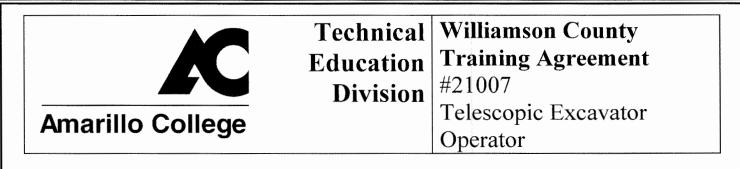
July 20, 2020

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:

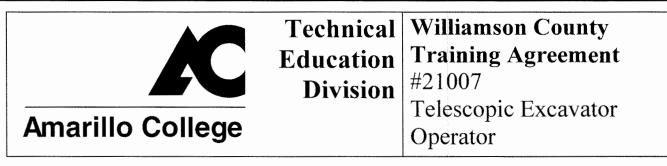
- 1.0 **Purpose:** The **College** shall provide one (1) 32 hour Telescopic Excavator Operator class for certain employees of the **Client** as provided in this agreement:
- 2.0 **Instructional Quality:** The **College** will employ qualified personnel to provide educational services in accordance with 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 Telescopic Excavator Operator training on or about the following schedule:

February 8, 2021 through February 11, 2021.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Excavators provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.



- 7.5 No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the College or the Client.
- 7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 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.
- 7.9 **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.

<u>Client Representative</u>

The Honorable Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:_____

Date:_____

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: //W/2D-Wents Date: 8-10-20-20



TechnicalWilliamson CountyEducationTraining AgreementDivision#21008Asphalt DistributorOperator

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

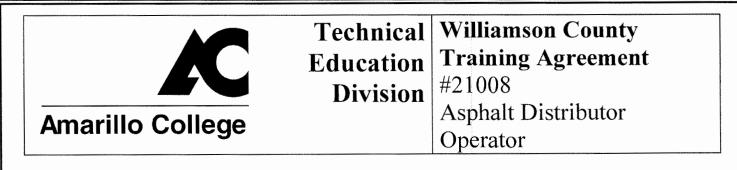
July 20, 2020

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) 32 hour Asphalt Distributor Operator 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 Asphalt Distributor Operator training on or about the following schedule:

February 22, 2021 through February 25, 2021.

- 4.0 Fee: The fee for this training (including travel) is \$5300.00. This contract is up to four (4) students; this fee stands even if fewer than four (4) students are enrolled in the training.
- 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*. Payment for services shall be governed by Chapter 2251 of the Texas Government Code.
- 5.0 **Instructional Materials and Supplies:** Instructional materials and supplies will be provided by the **College.** Required instructional equipment will be furnished by the **Client.**



- 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/Equipment:** The training will be conducted at facilities of the **Client**. Distributors provided by 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 **Termination for Convenience:** This agreement may be terminated at any time at the option of either party, without future or prospective liability for the performance upon giving (30) days written notice thereof. In the event of termination, the **Client** will only be liable for its pro rata share of services rendered and services actually received.
- 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.



TechnicalWilliamson CountyEducationTraining AgreementDivision#21008Asphalt DistributorOperator

AGREEMENT between Amarillo College and Williamson County, continued page 3.

- 7.5 No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of the College or the Client.
- 7.6 **Right to Audit**: The **College** agrees to provide the **Client** or its duly authorized representative access to and the right to examine any and all books, documents, papers and records of the **College** which are directly pertinent to the services to be performed under this agreement. The **College** has the authority to protect the records of students from unauthorized disclosure under the Family Educational Rights and Privacy Act.
- 7.7 **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this agreement.
- 7.8 **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.
- 7.9 **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 Bill Gravell Jr. Williamson County Judge 710 South Main Street Suite 101 Georgetown, TX 78626

By:

Date:

College Representative

Mark D. White Executive Vice President & General Counsel Amarillo College

By: March D. White Date: 8-10-2020

Page 3 of 3