



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21001
Loader/Dump Truck
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) 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.

Time: 8:00am to 5:00pm with one hour for lunch.

- 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**.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21001
Loader/Dump Truck
Operator**

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

- 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.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21001
Loader/Dump Truck
Operator**

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

Mark D. White
By: _____

Date: 09/10/2020



Amarillo College

**Technical
Education
Division**

**Williamson 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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21002
Advanced Maintainer
Operator**

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

- 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.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21002
Advanced Maintainer
Operator**

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: Mark D. White

Date: 8-10-2020



Amarillo College

**Technical
Education
Division**

**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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

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

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

- 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.



Amarillo College

**Technical
Education
Division**

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

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: Mark D. White

Date: 8.10.2020



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21004
Backhoe 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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

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

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

- 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**. Backhoes 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.



Amarillo College

**Technical
Education
Division**

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

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: Mark D. White

Date: 8-10-2020



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21005
Regenerative Air Sweeper
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 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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21005
Regenerative Air Sweeper
Operator**

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

- 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.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21005**

**Regenerative Air Sweeper
Operator**

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: Mark D. White

Date: 8-10-2020



Amarillo College

**Technical
Education
Division**

**Williamson 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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21006
Advanced Maintainer
Operator**

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

- 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.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21006
Advanced Maintainer
Operator**

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: Mark D. White

Date: 8-10-2020



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21007
Telescopic Excavator
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 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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21007
Telescopic Excavator
Operator**

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

- 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.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21007
Telescopic Excavator
Operator**

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: Mark D. White

Date: 8-10-2020



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21008
Asphalt Distributor
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 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.

Time: 8:00am to 5:00pm with one hour for lunch.
- 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**.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21008
Asphalt Distributor
Operator**

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

- 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.



Amarillo College

**Technical
Education
Division**

**Williamson County
Training Agreement
#21008
Asphalt Distributor
Operator**

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: Mark D. White

Date: 8-10-2020