



MEMORANDUM OF AGREEMENT

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

I. CONTRACTING PARTIES:

The Receiving Party: Williamson County Texas Department of Infrastructure
Road and Bridge Department
Inner Loop Annex
3151 S. E. Inner Loop Suite B
Georgetown, Texas 78626

The Performing Party: Texas A&M Engineering Extension Service, P.O. Box 40006, College Station, TX 77842 or 200 Technology Way, College Station, TX.77845

II. STATEMENT OF SERVICES PERFORMED:

All or part of the Statement of Services is approved on a TEEX GSA contract: ____Yes X No

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

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

____Other: (please state the reason)

The Performing Party agrees to appear at location of Receiving Party, on dates that are mutually acceptable to both parties, to conduct two 16 hour HEP209 (front end loader) classes (four consecutive days) and one 32 hour HEP208 (Motor Grader) class (four consecutive days). Performing Party will provide competent instructor, related curricula, training material, sign in roster, certificates for successful candidates and skills evaluations for all participants.

The receiving party will provide adequate facilities for classroom portions of training and a field location that has been cleared (811 One Call) for the presence of buried utilities. Receiving Party will also provide 1 operational machine , that passes safety inspection, for each 2-3 attendees. Receiving Party has sole responsibility for fuel, lube, maintenance and the operational readiness of each machine. Start and end times of class will be mutually agreed upon prior to commencement of classes

III. CONTRACT AMOUNT:

The total amount of this contract is: \$15,430.00. *Fifteen thousand four hundred thirty dollars and zero cents) Course Breakdown is HEP209 \$7,715 and HEP208 \$7,715*

IV. PAYMENT FOR SERVICES:

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

V. TERM OF CONTRACT:

This Contract is to begin as of the date of the last signature and shall terminate August 31, 2017.

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

VI. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by Customer and TEEX to attempt to resolve any claim for breach of contract made by Customer that cannot be resolved in the ordinary course of business. Customer shall submit written notice of a claim of breach of contract under this Chapter to the Deputy Director of TEEX, who shall examine Customer's claim and any counterclaim and negotiate with Customer in an effort to resolve the claim.

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

Customer Contact: Lee Garrett

TEEX Contact: Rickie L Lemons

Email address: lgarrett@wico.org

Email Address: Rickie.lemons@teex.tamu.edu

Phone: 512-943-3339

Phone: 979-845-3003

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

For the Customer:

By: _____

Name: _____

Title: _____

Date: _____

Texas A&M Engineering Extension Service:

By: 

Name: Greg Cohen

Title: Director Business Services

Date: 24 MAY 2016

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

For the Customer:

By: [Signature]

Name: Dan A. Garrett

Title: County Judge

Date: 06-23-2016

Texas A&M Engineering Extension Service:

By: [Signature]

Name: Greg Cohen

Title: Director Business Services

Date: 24 MAY 2016