

# Technical Williamson County **Education | Training Agreement** Division | #20001

Basic Maintainer Operator

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 32 hour Basic Maintainer Operator class for 1.0 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.
- Term: The College will conduct the Basic Maintainer Operator training on or about the 3.0 following schedule:

October 21, 2019 through October 24, 2019

- 4.0 Fee: The fee for this training (including travel) is \$4800.00. Four (4) students may attend each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.



# Technical Education Division

# Williamson County Training Agreement #20001 Basic Maintainer Operator

- 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** #20001 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

#### College Representative

Steve Smith VP Business Affairs Amarillo College



### **Technical Williamson County Education | Training Agreement Division** | #20002 Loader/Dump Truck Operator

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 16 hour Loader/Dump Truck Operator class 1.0 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.
- Term: The College will conduct the Loader/Dump Truck Operator training on or about 3.0 the following schedule:

October 28, 2019 through October 29, 2019

- Fee: The fee for this training (including travel) is \$2400.00. Four (4) students may attend 4.0 each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.
- Instructional Materials and Supplies: Instructional materials and supplies will be 5.0 provided by the College. Required instructional equipment will be furnished by the Client.



# Education Division

#### **Technical Williamson County Training Agreement** #20002 Loader/Dump Truck Operator

- **Copying:** No portion of the services provided herein shall be copied or reproduced in 5.1 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 Loaders and Dump trucks 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.
- 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.
- Indemnity: TO THE EXTENT ALLOWED BY LAW (a) Client, in consideration of the 7.4 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.



# Education Division

#### Technical Williamson County **Training Agreement** #20002 Loader/Dump Truck 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

#### College Representative

Steve Smith VP Business Affairs Amarillo College

9-26.2019



**Technical Williamson County Education** | Training Agreement **Division** | #20003 Loader/Dump Truck Operator

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 16 hour Loader/Dump Truck Operator class 1.0 for certain employees of the **Client** as provided in this agreement:
- Instructional Quality: The College will employ qualified personnel to provide 2.0 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.
- Term: The College will conduct the Loader/Dump Truck Operator training on or about 3.0 the following schedule:

October 30, 2019 through October 31, 2019

- Fee: The fee for this training (including travel) is \$2400.00. Four (4) students may attend 4.0 each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.



# Education Division

#### **Technical Williamson County Training Agreement** #20003 Loader/Dump Truck Operator

- Copying: No portion of the services provided herein shall be copied or reproduced in 5.1 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 Loaders and Dump trucks 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.
- 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.
- Indemnity: TO THE EXTENT ALLOWED BY LAW (a) Client, in consideration of the 7.4 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** #20003 Loader/Dump Truck 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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.
- 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.
- 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

#### College Representative

Steve Smith VP Business Affairs Amarillo College



#### Technical Williamson County **Education** | Training Agreement #20004 **Backhoe Operator**

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 32 hour Backhoe Operator class for certain 1.0 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.
- Term: The College will conduct the Backhoe Operator training on or about the 3.0 following schedule:

November 18, 2019 through November 21, 2019.

- 4.0 Fee: The fee for this training (including travel) is \$4800.00. Four (4) students may attend each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.
- Instructional Materials and Supplies: Instructional materials and supplies will be 5.0 provided by the College. Required instructional equipment will be furnished by the Client.



# Education Division

#### **Technical Williamson County Training Agreement** #20004 **Backhoe Operator**

- 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.
- 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.
- Termination for Convenience: This agreement may be terminated at any time at the 7.1 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.
- Force Majeure: Neither the College nor the Client shall be responsible for any delays 7.3 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.
- Indemnity: TO THE EXTENT ALLOWED BY LAW (a) Client, in consideration of the 7.4 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 #20004 Backhoe 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

College Representative

Steve Smith VP Business Affairs Amarillo College

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Technical | Williamson County **Education** | Training Agreement **Division** | #20005 Loader/Dump Truck Operator

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

#### August 16, 2019

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:

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

December 2, 2019 through December 3, 2019.

- Fee: The fee for this training (including travel) is \$2400.00. Four (4) students may attend 4.0 each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.
- Instructional Materials and Supplies: Instructional materials and supplies will be 5.0 provided by the College. Required instructional equipment will be furnished by the Client.



# Education Division

#### **Technical** Williamson County **Training Agreement** #20005 Loader/Dump Truck Operator

- 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.
- Facilities/Equipment: The training will be conducted at facilities of the Client. 6.0 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.
- Termination for Convenience: This agreement may be terminated at any time at the 7.1 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.
- Indemnity: TO THE EXTENT ALLOWED BY LAW (a) Client, in consideration of the 7.4 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.



# Education Division

#### Technical Williamson County **Training Agreement** #20005 Loader/Dump Truck 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

#### College Representative

Steve Smith VP Business Affairs Amarillo College



Technical Williamson County **Education | Training Agreement** #20006 Loader/Dump Truck Operator

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 16 hour Loader/Dump Truck Operator class 1.0 for certain employees of the **Client** as provided in this agreement:
- Instructional Quality: The College will employ qualified personnel to provide 2.0 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.
- Term: The College will conduct the Loader/Dump Truck Operator training on or about 3.0 the following schedule:

December 4, 2019 through December 5, 2019.

- 4.0 Fee: The fee for this training (including travel) is \$2400.00. Four (4) students may attend each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.
- Instructional Materials and Supplies: Instructional materials and supplies will be 5.0 provided by the College. Required instructional equipment will be furnished by the Client.



# Education Division

### **Technical** Williamson County **Training Agreement** #20006 Loader/Dump Truck Operator

- Copying: No portion of the services provided herein shall be copied or reproduced in 5.1 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.
- 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.



#### Technical Williamson County Education | Training Agreement #20006 Loader/Dump Truck Operator

## Amarillo College

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
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

#### College Representative

Steve Smith **VP** Business Affairs Amarillo College

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#### Technical Williamson County **Education** | Training Agreement Division | #20007 **Advanced Maintainer** Operator

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 32 hour Advanced Maintainer Operator class 1.0 for certain employees of the **Client** as provided in this agreement:
- Instructional Quality: The College will employ qualified personnel to provide 2.0 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.
- Term: The College will conduct the Advacned Maintainer Operator training on or about 3.0 the following schedule:

January 13, 2020 through January 16, 2020.

- Fee: The fee for this training (including travel) is \$4800.00. Four (4) students may attend 4.0 each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.
- Instructional Materials and Supplies: Instructional materials and supplies will be 5.0 provided by the College. Required instructional equipment will be furnished by the Client.



# Technical Education Division

# Williamson County Training Agreement #20007 Advanced Maintainer Operator

- 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** #20007 Advanced 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

#### College Representative

Steve Smith **VP** Business Affairs Amarillo College



### **Technical** Williamson County **Education** | Training Agreement Division | #20008 Regenerative Air Sweeper Operator

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 32 hour Regenerative Air Sweeper Operator 1.0 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 27, 2020 through January 30, 2020.

- Fee: The fee for this training (including travel) is \$4800.00. Four (4) students may attend 4.0 each class for this price.
- 4.1 Billing Procedure: The College will invoice the Client within thirty (30) working days of the completion of training. Invoice is due and payable net 30 days. 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.



# Education Division

#### Technical Williamson County **Training Agreement** #20008

Regenerative Air Sweeper Operator

- **Copying:** No portion of the services provided herein shall be copied or reproduced in 5.1 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 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.
- **Termination for Convenience:** This agreement may be terminated at any time at the 7.1 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.
- Force Majeure: Neither the College nor the Client shall be responsible for any delays 7.3 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.
- Indemnity: TO THE EXTENT ALLOWED BY LAW (a) Client, in consideration of the 7.4 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's employees.



# Education Division

#### Technical Williamson County **Training Agreement** #20008

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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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.
- 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.
- 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

Steve Smith

College Representative

VP Business Affairs Amarillo College

Date: 9-26-2019



#### Technical Williamson County **Education | Training Agreement** #20009 **Excavator Operator**

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

August 16, 2019

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 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.
- **Term:** The **College** will conduct the Excavator Operator training on or about the 3.0 following schedule:

February 10, 2020 through February 10, 2020.

- Fee: The fee for this training (including travel) is \$4800.00. Four (4) students may attend 4.0 each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.
- Instructional Materials and Supplies: Instructional materials and supplies will be 5.0 provided by the College. Required instructional equipment will be furnished by the Client.



# Technical Education Division

# Williamson County Training Agreement #20009 Excavator Operator

- 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.



# Education Division

#### **Technical** Williamson County **Training Agreement** #20009 **Excavator 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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

#### College Representative

Steve Smith VP Business Affairs Amarillo College



#### **Technical Williamson County Education** | Training Agreement #20010 Regenerative Air Sweeper **Operator**

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

#### August 16, 2019

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:

- Purpose: The College shall provide one (1) 32 hour Regenerative Air Sweeper Operator 1.0 class for certain employees of the **Client** as provided in this agreement:
- Instructional Quality: The College will employ qualified personnel to provide 2.0 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.
- Term: The College will conduct the Regenerative Air Sweeper Operator training on or 3.0 about the following schedule:

February 24, 2020 through February 27, 2020.

- Fee: The fee for this training (including travel) is \$4800.00. Four (4) students may attend 4.0 each class for this price.
- Billing Procedure: The College will invoice the Client within thirty (30) working days 4.1 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.



# Education Division

#### Technical Williamson County **Training Agreement** #20010

Regenerative Air Sweeper **Operator** 

- **Copying:** No portion of the services provided herein shall be copied or reproduced in 5.1 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.
- Facilities/Equipment: The training will be conducted at facilities of the Client. 6.0 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.
- **Termination for Convenience:** This agreement may be terminated at any time at the 7.1 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.
- Force Majeure: Neither the College nor the Client shall be responsible for any delays 7.3 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.
- Indemnity: TO THE EXTENT ALLOWED BY LAW (a) Client, in consideration of the 7.4 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 #20010

Regenerative Air Sweeper 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.
- Right to Audit: The College agrees to provide the Client or its duly authorized 7.6 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.
- 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.
- 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.
- 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

#### College Representative

Steve Smith VP Business Affairs Amarillo College

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