

**INTERLOCAL AGREEMENT
BY AND BETWEEN
WILLIAMSON COUNTY, TEXAS
AND
THE TEXAS A&M ENGINEERING EXTENSION SERVICE**

This Agreement ("Agreement") is between the Texas A&M Engineering Extension Service ("TEEX"), 200 Technology Way, College Station, TX 77845 and Williamson County, Texas ("Customer"), (collectively "the Parties") pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791 of the *Texas Government Code*. The Parties agree as follows:

SECTION I. PURPOSE OF AGREEMENT

The purpose of this Agreement is for TEEX to provide the following training in Emergency Response Courses as requested by Williamson County:

TRAINING OVERVIEW

Type of Training Class:

HAZ020 NFPA 1072 Hazmat Technician

HAZ008 NFPA 1072 Hazmat Incident Commander

Classes to be held at the Williamson County FMO, Georgetown, Texas.

(All training is subject to established student minimums and cancellation if minimums are not met.)

SECTION II. RIGHTS AND OBLIGATIONS OF TEEX

TEEX will provide Emergency Response Training to Customer. TEEX represents that TEEX (including TEEX's agents, employees, volunteers, and subcontractors, as applicable) possesses all certifications, licenses, inspections, and permits required by law to provide Emergency Response Training to Customer.

SECTION III. RIGHTS AND OBLIGATIONS OF CUSTOMER

Each class shall be scheduled as requested by the Customer; the Customer shall provide a purchase order confirming training 30 days prior to requested training. The Customer will be billed following the completion of training, see Section V for payment terms.

Customer shall follow the TEEX safety policy for all training:

To help ensure the safety of its students, TEEX has developed a TEEX Student Safety Manual. The TEEX Student Safety Manual can be viewed at www.teex.com/firesafety. The TEEX Student Safety Manual contains the safety requirements students and guest instructors will be required to comply with during TEEX sponsored training activities, including the use and type of Personal Protective Equipment (PPE). The

customer's safety officer shall ensure all students and student PPE follow the TEEX Student Safety Manual prior to the start of training activities.

In accordance with the TEEX Student Safety Manual, Customer shall ensure that all PPE used during hands on training exercises meets all applicable National Fire Protection Association (NFPA) standards. Prior to arriving for any TEEX sponsored training, Customer's safety office shall inspect all student PPE to ensure all applicable NFPA standards are met. TEEX may make spot checks of student PPE throughout the duration of the training activities. TEEX shall reject any PPE not meeting the applicable standards and Customer shall replace it with compliant PPE before the student will be allowed to participate in any further hands-on training activities.

Customer acknowledges that the TEEX Student Safety Manual is available on www.teex.com/firesafety for review. Customer also acknowledges that it is Customer's responsibility to ensure that each employee is aware that the manual is available online and understands his/her safety requirement. Each employee shall comply with all safety requirements in the TEEX Student Safety Manual.

None of the terms and conditions printed or otherwise appearing on the PO shall be applicable except to the extent that it specifies information required to be furnished by either party hereunder. The terms proposed by any such form are specifically objected to and shall not be used as a basis for any contract.

SECTION IV. TERM OF AGREEMENT

This Agreement is for one (1) year in length, beginning on the date of the last party's signature below. At the end of this term, this Agreement may be renewed annually upon written agreement of the Parties. Either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

Upon early termination, Customer will reimburse TEEX as specified in Section V for all costs and non-cancelable commitments incurred in the performance under this Agreement up to the effective date of termination, such reimbursement not to exceed the total amount specified in Section V. TEEX will reimburse to Customer any funds that have been received but remain unexpended at the effective date of termination, except for those funds needed to pay for non-cancelable obligations.

If this Agreement is not executed by all Parties within 60 days of the date of the first signature below, then this Agreement will be null and void and of no further effect.

SECTION V. PAYMENT FOR SERVICES

TEEX will be compensated based on a fixed sum for the specific training services (TEEX reserves the right to increase pricing due to a new fiscal year beginning September 1):

HAZ020 Hazmat Technician – Customer shall pay TEEX a fee of \$1,565 per student per class. Each class is subject to a 12-student minimum and 30 students maximum per class.

HAZ008 Hazmat Incident Commander – Customer shall pay TEEX a fee of \$775 per student per class. Each class is subject to a 12-student minimum and 30 students maximum per class.

The not-to-exceed amount under this Agreement will be Twenty-Eight Thousand and Eighty Dollars (\$28,080.00).

Payment for goods and services will be governed by Chapter 2251 of the Texas Government Code. An invoice will be deemed overdue the 31st day after the later of (1) the date the Customer receives the goods under the agreement; (2) the date the performance of the service under the agreement is completed; or (3) the date the Customer's auditor receives an invoice for the goods or services. Interest charges for any overdue payments will be paid by the Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that will accrue on a late payment is the rate in effect on September 1 of the Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 will be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

The Customer is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The Customer agrees to provide exemption certificates to TEEX upon request. Likewise, the Customer is neither liable for any taxes, charges, or fees assessed against TEEX for the supplies or products provided or any Services rendered.

All payments by the Parties made pursuant to this Agreement will be made from current revenues.

TEEX is not responsible for any bank fees, wire transfer fees, etc., originating at the Customer's banking institution that are charged to the Customer for the service of providing the wire transfer of funds to TEEX.

SECTION VI. NOTICES

Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

If to TEEX: Texas A&M Engineering Extension Service
Tracy Foster, Associate Agency Director/Chief Financial Officer
200 Technology Way,
College Station, Texas 77845

If to Customer: Williamson County
Attention: County Judge
710 Main Street
Georgetown, Texas 78626

With Curtesy Copy: Williamson County Fire Marshal Special Operations
Attention: David Cella
3189 SE Inner Loop
Georgetown, Texas 78626

SECTION VII. AUTHORITY

TEEX represents and warrants the following:

- A. The signer of this Agreement possesses the legal authority to execute this Agreement on behalf TEEX and to bind TEEX to the terms of this Agreement; and
- B. TEEX possesses full legal authority to enter into this Agreement and to perform its obligations under this Agreement.

Customer represents and warrants the following:

- A. The signer of this Agreement possesses the legal authority to execute this Agreement on behalf of Customer and to bind Customer to the terms of this Agreement; and
- B. Customer possesses full legal authority to enter into this Agreement and to perform its obligations under this Agreement.

SECTION VIII. NO WAIVER OF IMMUNITY

Neither Party waives any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

SECTION IX. EXPORT COMPLIANCE

Customer certifies that none of its personnel participating in the activities under this Agreement is a “restricted party” as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. Customer will provide TEEX with names and citizenship information for all of Customer’s personnel participating in the activities under this Agreement for TEEX’s additional due diligence purposes.

SECTION X. GENERAL PROVISIONS

- A. This Agreement does not create a partnership, joint venture, or employment relationship between the Parties. Neither Party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of one Party are not employees of the other, and neither Party’s personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other Party to its employees.
- B. Customer may not use the name or any adaptation of the name of TEEX or any of its personnel in any way except in factual statements that, in context, are not misleading or imply an endorsement by TEEX or its employees.
- C. This Agreement contains the entire understanding of the Parties as to its subject matter, and supersedes all other written and oral agreements between the Parties as to that subject matter. The Parties may execute other contracts, but those will not alter this Agreement unless expressly stated in writing.

- D. This Agreement is assignable only with the written consent of both Parties.
- E. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect the right to require such performance at any time thereafter nor will the waiver by either Party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- F. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.
- G. Use of Purchase Orders: If either or both of the Parties employs any purchase order, invoice, acknowledgment of order, or other form in carrying out the transactions contemplated under this Agreement, none of the terms contained on such form will be applicable except to the extent that they specify information required to be furnished under this Agreement. Each Party hereby objects to any other terms contained on any such form; such other terms will not be a basis for any contract and neither Party should take any action or fail to take any action in reliance on such other terms.
- H. For purposes of this Agreement, "Force Majeure Event" means, with respect to a Party, any event or circumstance, whether or not foreseeable, that was not caused by that Party (other than a strike or other labor unrest that affects only that Party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay money) and any consequences of that event or circumstance. If a Force Majeure Event prevents a Party from complying with any one or more obligations under this Agreement, that inability to comply will not constitute breach if (1) that Party uses reasonable efforts to perform those obligations, (2) that Party's inability to perform those obligations is not due to its failure to (a) take reasonable measures to protect itself against events or circumstances of the same type as that Force Majeure Event or (b) develop and maintain a reasonable contingency plan to respond to events or circumstances of the same type as that Force Majeure Event, and (3) that Party complies with its obligations under this Section. If a Force Majeure Event occurs, the noncomplying Party will promptly notify the other Party of the occurrence of that Force Majeure Event, its effect on performance, and how long the noncomplying Party expects it to last. Thereafter the noncomplying Party will update that information as reasonably necessary. During a Force Majeure Event, the noncomplying Party will use reasonable efforts to limit damages to the other Party and to resume its performance under this Agreement.
- I. The laws of the State of Texas will govern all terms and conditions.
- J. Right to Audit: TEEX agrees that Customer or its duly authorized representatives will, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of TEEX which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. TEEX agrees that Customer will have access during normal working hours to all necessary TEEX facilities and will be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this Section. Customer will give TEEX reasonable advance notice of intended audits.
- K. TEEX understands that Customer will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other

material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

CUSTOMER:

By: Williamson County Bill Gravell Jr.
Bill Gravell Jr. (Jul 20, 2023 07:21 CDT)
Name: Bill Gravell
Title: County Judge
Date: Jul 20, 2023

Texas A&M Engineering Extension Service:

By: 
Name: Tracy Foster
Title: Associate Agency Director/Chief Financial Officer
Date: 7/13/23


Name: Brian Stipe
Title: Assistant CFO Controller