
**WILLIAMSON COUNTY
SERVICE CONTRACT
FOR WORKFORCE TRAINING SAFETY CLASSES
(Training Texas)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Randy Plaag dba Training Texas** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services work described in the attached Quote being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described in Exhibit “A,” such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be effective as October 1, 2023 (the “Effective Date”) and shall continue until September 30, 2024, unless terminated earlier pursuant to

this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"**. The not-to-exceed amount shall be Forty-Eight Thousand Eight Hundred Twenty-Five Dollars (\$48,825.00).

Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date the County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall 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.

IV.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

V.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY

BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VI.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

IX.

Venue and Applicable Law: Venue of this Contract shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

X.

Severability: In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this Contract and this Contract shall be

construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XI.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Service Provider which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Service Provider agrees that the County shall have access during normal working hours to all necessary Service Provider facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give Service Provider reasonable advance notice of intended audits.

XII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIII.

No Assignment: Service Provider may not assign this Contract.

XIV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XV.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Service Provider understands that County 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.

XVII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote, and being marked **Exhibit "A,"** and
- B. This Contract.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

[SIGNATURE PAGE TO FOLLOW]

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Bill Gravell Jr.
Bill Gravell (Sep 26, 2023 10:05 CDT)
Authorized Signature

Judge Bill Gravell, Jr.,
County Judge

Date: Sep 26, 2023, 20

SERVICE PROVIDER:

Randy Plaag dba Training Texas
Name of Service Provider

Randy C. Plaag
Authorized Signature

Randy C. Plaag
Printed Name

Date: Sept 13, 2023

Exhibit A

Randy C. Plaag dba Training Texas | P O Box 132 | Kurten, TX 77863

Wilco 2023-2024 Training Proposal

Oct. 23-26, 2023 2 Loader Dump truck Safety Cost: \$5,100.00

4 participants 16 hours per session - 2 sessions

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Loaders 1 dump truck for second day of each session

Nov. 13-16, 2023 Asphalt Distributor Operator Cost: \$5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Asphalt Distributors

Nov. 27-30 2023 2- Loader Dump truck Safety Cost \$5100.00

4 participants 16 hours per session - 2 sessions

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Loaders 1 dump truck for second day of each session

Dec. 11-12, 2023 Basic Maintainer Operator Cost: \$5100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Maintainers

Jan. 9-10, 2024 Equipment Preventive Maintenance Cost: \$2,800.00

10 participants 16 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 1 Dump Truck & 2 pieces of equipment to inspect

Jan. 17, 2024 Equipment Load and Tie Cost: \$1,400.00

10 participants 8 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: Dump Truck with Trailer, Pick up with Trailer, and equipment to load

Feb. 5-8, 2024 Advanced Maintainer Operator Cost: \$5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Maintainer's

March 11-14, 2024 Basic Backhoe Loader Operator Cost: \$5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Backhoe's

March 18-20, 2024 Advanced Backhoe Loader Operator Cost: \$3,825.00

4 participants 24 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Backhoe's

April 15-18, 2024 Regenerative Air Sweeper Operator Cost: \$5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Sweeper's

May 13-16, 2024 Telescopic Hydraulic Excavator Operator Cost: \$5,100.00

4 participants 32 hours

8:00AM to 12:00PM Class | Training

12:00AM to 1:00PM Lunch

1:00PM to 5:00PM Class | Training

Equipment Required: 2 Telescopic Hydraulic Excavators

Above are the proposed class dates and prices for the 2023/2024 training season. As always we are flexible with these dates. Thank You for trusting Training Texas with your Heavy Equipment Training needs.

Sincerely,

Randy C. Plaag | 979.224.6614 | rcplaag.trainingtexas@gmail.com