

**INTERLOCAL COOPERATION CONTRACT FOR EQUIPMENT OPERATOR TRAINING AND
ASSESSMENT BETWEEN THE CITY OF AUSTIN AND TEXAS A&M ENGINEERING EXTENSION
SERVICE**

THIS AGREEMENT has an effective date of December 15, 2014 ("Effective Date") and is by and between the CITY OF AUSTIN, a home-rule Texas municipal corporation, hereinafter referred to as "City" and Texas A&M Engineering Extension Service, a member of the Texas A&M University System, and Texas institution of higher education, hereinafter referred to as "TEEX." The City and TEEX shall be referred to throughout this agreement collectively as the "Parties," or individually as a "Party," as determined by context.

City and TEEX have the authority to enter into this Interlocal Cooperation Agreement through "The Interlocal Cooperation Act," Texas Government Code, Chapter 791.

In consideration of the hereinafter set forth agreements, covenants and payments, the sufficiency of which are acknowledged, City and County agree to the terms and conditions stated in this Agreement as follows:

I. SPECIFIC TERMS AND CONDITIONS

A. Scope of Services: TEEX shall perform all the necessary services under this agreement for the provision of equipment operator training and assessment in connection with and respecting, the proposal attached as Exhibit "A," (the "Services"). Exhibit A is incorporated fully into this agreement and all statements as to pricing, types of services offered, quality of services offered, and any other statement as to the services to be rendered and TEEX's qualifications shall be binding on TEEX as if those statements, obligations, warranties, and representations, were stated fully herein.

B. Compensation: Compensation shall be paid in a total amount not to exceed \$50,000, in any 12 month period beginning with the Effective Date of this agreement. Payments shall be made as invoiced by TEEX in accordance with applicable state law.

C. Term and Time of Performance:

1. This agreement has an initial term of 12 months that begins on the Effective Date and may be renewed for two additional 12 month terms upon the written agreement of the Parties. Renewal under this section shall not require prior approval of the respective governing bodies of either Party.

2. The Services to be provided by TEEX shall be completed within 12 months of the Effective Date. For each renewal of this agreement, the Services shall be completed within the 12 month term of the renewal.
- D. Contact Person: City's contact person for this Contract will be Brenda L Jimenez, Contracts Compliance Specialist, 512/974-7955.

II. GENERAL TERMS AND CONDITIONS

1. To the extent applicable to the services provided hereunder, TEEX may not assign any of its rights or obligations under this agreement to a third party without prior written approval of the City.
2. Any notice or statement required to be delivered pursuant to this Agreement must be in writing and shall be deemed delivered by actual delivery, by facsimile with receipt of confirmation, or by depositing the same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

TEEX

Infrastructure Training & Safety Institute
Rickie Lemons, Training Manger
200 Technology Way
College Station, Texas 77845-3424

979/845-3003
Rickie.lemons@teex.tamu.edu

CITY

Public Works University
Louise Madden
Business Process Consultant
4411-A Meinardus Dr
Austin, Texas 78744

512/974-5636
Louise.madden@austintexas.gov

3. This Agreement is not intended to confer any rights, privileges or causes of action upon any third party.

4. It is acknowledged and agreed by the parties that the terms of this agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties.
5. Any amounts paid by the City under this agreement shall be made only from current funds that are actually available to the City.
6. This Agreement may be *executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart*

[Signature pages follow]

IN WITNESS WHEREOF, the City and TEEX have executed this Contract as of the date first above written.

By: _____
City of Austin

By: _____
Texas A&M Engineering Extension Services