

# NORTHWEST LINEMAN COLLEGE

## All Services Master Agreement – Denton Municipal Electric

Grid Training Corporation *dba Northwest Lineman College*, an Idaho corporation (“NLC”), and City of Denton (“Client”) enter into this Master Agreement (“Agreement”) as of **September 14, 2022** (the “Effective Date”). NLC and Client are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

- 1. Engagements and Services.** Client agrees to engage, and NLC agrees to perform, those services described in a Task Order, including those described as Training Services (e.g. Utility Training Services), Consulting Services and/or Program Services (e.g. Lineman Apprenticeship Program) in the applicable Task Order (collectively the “Services”), executed from time to time during the Term of this Agreement. Each Task Order for Services shall be generally in the form of Exhibit A attached hereto. This Agreement together with the applicable Task Order, are collectively referred to herein as the “Contract Documents”. In the event of any conflict, inconsistency, or ambiguity between or among the Contract Documents, this Agreement shall govern.
- 2. Contract Price, Expenses and Terms of Payment.**
  - 2.1 Contract Price.** In consideration of the performance of the Services, Client agrees to pay NLC the amount(s) stated in the Task Order (cumulatively, the “Contract Price”) plus Expenses. The Contract Price is inclusive of NLC Taxes but does not include Client Taxes. Amounts from Expenses shall be billed separately by NLC and shall be payable by Client pursuant to Section 2.3. The Contract Price is subject to the then applicable NLC Catalog policies and procedures including, but not limited to, those related to refunds, rescheduling fees and retest fees.
  - 2.2 Expenses.** In addition to the Contract Price, Client agrees to pay NLC those expenses incurred by NLC in provision of the Services or on behalf of the Client including, but not limited to, (i) per diem, travel, lodging and/or meal expenses, to the the Services are not performed at an NLC facility, (ii) housing for Candidates/Apprentices, (iii) enrollment, application and tuition fees associated with other offered third-party trainings (e.g. crane operation and/or CDL certification) and (iv) fees and costs incurred or applicable in connection with application of the then current NLC Catalog, provided, however, that Client must pre-approve, including through the execution of a Task Order, those expenses described in subparts (ii) and (iii) (“Expenses”).
  - 2.3 Payment.**
    - 2.3.1 Payment Timing.**
      - (a) Training and Consulting Services. Except as otherwise provided in the applicable Task Order, Client shall make payment of the applicable Contract Price within thirty (30) days of receipt of the applicable invoice. Notwithstanding the foregoing, any advance or down payment(s) required, or portions of the Contract Price indicated as a Condition Precedent Payment, (i) must be paid as a condition precedent to the performance of the Services and (ii) are non-refundable.
      - (b) Program Services. As a condition precedent to NLC’s obligation to perform Program Services described in a Task Order, Client shall satisfy all “Conditions Precedent” provided for in the applicable Task Order. Any portion of the Contract Price not paid in connection with satisfying the Conditions Precedent, the same shall be paid as set forth in the applicable Task Order.
      - (c) Expenses. With respect to Expenses which are not specifically included in the Contract Price, NLC will invoice Client on or before the fifth (5<sup>th</sup>) day of each month for the actual value of unpaid Expenses incurred, plus an administrative fee of fifteen percent (15%). All invoices with respect to Expenses shall be payable thirty (30) days from receipt of invoice.
    - 2.3.2** Late payments shall accrue interest from the due date at (i) two and a half percent per month or (ii) the maximum rate allowed by law. Interest will be compounded monthly. If Client disputes any item billed, Client shall, within thirty (30) days of the receipt of the invoice, notify NLC of the item disputed and specify the Client’s complaint. Failure to notify NLC of any amount in dispute shall be a waiver of such rights. Payment of such item(s) may be withheld until settlement of the dispute and undisputed portions shall be paid within the time period specified.

- 2.3.3 If Client fails to pay any portion of the Contract Price and Expenses, as applicable, in the time(s) required, NLC may suspend its performance of Services, without further liability, until Client has paid all such undisputed amounts in full.
- 2.4 Taxes.
- 2.4.1 NLC shall be responsible for all taxes and assessments for unemployment insurance, workers' compensation, social security and disability benefits, employment taxes, taxes on NLC's compensation for the Services and any other taxes that may be based upon the compensation paid to individuals employed by or otherwise working on behalf of NLC ("NLC Taxes").
- 2.4.2 Client represents that it is exempt from federal excise taxes, state taxes, and city sales tax and Client will furnish a tax exemption certificate within three (3) days of execution of this Agreement. Excluding NLC Taxes, Client shall be responsible for any Taxes for which it is not exempt
3. **Client Obligations.** In addition to those Client Obligations set forth in the Task Order:
- 3.1 Client will provide NLC timely access to Apprentices, Candidates and other Client personnel and information required for NLC to perform its obligations.
- 3.2 Members of Client Group participating in the Services (as to Training Services, each a "Candidate", and as to Program Services, each an "Apprentice"), shall be qualified to receive the Services and NLC may temporarily or permanently remove any member of Client Group, in NLC's sole discretion, not possessing the needed qualifications or posing a safety risk.
- 3.3 To the extent Services are performed at Client's premises, Client shall provide, without charge, a secure (and reasonably private) work environment in compliance with applicable laws and regulations, including office space, furniture, and other necessary equipment, supplies, and services. Client shall be responsible for all physical conditions at any site controlled by it where Services are to be performed regardless of whether same were disclosed to NLC, reasonably discernable from any information provided by Client or are ordinarily encountered and generally recognized as inherent in the Services.
- 3.4 Client agrees, acknowledges, guarantees, represents and warrants that the Services are intended for, and will be used, solely for the benefit of Client's employees, that all Apprentices/Candidates shall be employees of Client, and Client shall not permit or allow any dissemination of the information, including NLC Product, provided in connection with the Services beyond the Candidates/Apprentices.
- 3.5 Except as provided in a Task Order, or to the extent Services are rendered at an NLC owned/leased location, Client shall be solely responsible for providing all equipment, power poles, laboratory, and all other learning systems necessary for provision of the Services ("Training Equipment").
4. **Confidentiality.**
- 4.1 "Confidential Information" refers to any business or technical information, whether or not stored in any medium, relating to either party's business (and those of its parent and affiliate companies, suppliers and customers) including, but not limited to, copyrighted/trademarked material, NLC Product, curriculum, training manuals, specifications, strategies, marketing plans, pricing/financial information, customers, contracts, methodologies and other know-how, drawings, photographs, models, and mock-ups.
- 4.2 Protection of Confidential Information. Subject to Section 4.3, the parties agree (i) to protect the Confidential Information of the other Party with at least the same degree of care used to protect its own Confidential Information; (ii) not to use (except for the purpose described herein), publish or disclose to third parties such Confidential Information; and (iii) upon the request of the disclosing Party, to promptly deliver to the disclosing Party all written copies of its Confidential Information. Notwithstanding the foregoing, a party shall be entitled to disclose Confidential Information, excluding NLC Product, to its officers, employees, attorneys and other advisors ("Representatives"), provided the Representatives shall be informed of the obligations provided herein.
- 4.3 Required Disclosure. If a party is required pursuant to applicable law or otherwise becomes legally compelled to disclose any of the Confidential Information, such party shall promptly, to the extent permitted by law, advise the disclosing party in order that the disclosing party may seek a protective order or such other remedy as the disclosing party may consider appropriate in the circumstances. In any event, the compelled party may disclose only that portion of the Confidential Information which such party is legally required to disclose in the judgment of the party's legal counsel without any liability to the disclosing party hereunder and such disclosure shall not be a breach of this Article.

4.4 Notwithstanding anything to the contrary in this Article, NLC acknowledges that Client must strictly comply with the Texas Public Information Act, Chapter 552, *Texas Government Code* (the "Act") in responding to a request for public information submitted in accordance with the Act and related to this Agreement. Client shall immediately notify NLC of any requests and shall reasonably allow NLC to review such request and to provide comments with respect to same. Determination of the public nature of the material is subject to the Act provided that Client agrees and acknowledges that NLC Product is Confidential Information and constitutes "trade secret" under the Act.

## 5. Party Property.

5.1 Any material, information, idea, invention, work of authorship, drawing, design, formula, algorithm, utility, tool, pattern, compilation, program, device, method, technique, process, improvement, enhancement, modification, development, discovery, work product, curriculum, training manuals, documents, information, or materials prepared accumulated, developed, generated, owned or licensed by NLC as well as any NLC Confidential Information, regardless of whether same were created by, or incorporate, any information provided by Client or a Candidate/Apprentice, including Client's Confidential Information, whether or not patentable, or copyrightable, or entitled to legal protection as a trade secret or otherwise, that NLC may conceive, make, develop, create, reduce to practice, or work on, in whole or in part, in the course of performing the Services (hereinafter, collectively, "NLC Product"), shall solely, and at all times, be owned by NLC. To the extent a copy of an NLC Product is provided by NLC to Client, a Candidate/Apprentice and/or Client's Representatives, all rights to reproduce, copy, publicly perform or otherwise further disseminate the information in same, shall remain with NLC.

5.2 This Section 5.2 applies solely to Consulting Services. Effective upon full payment pursuant to any Task Order associated with this Agreement, and subject to Subsection 5.2.1 (Preexisting Assets), Subsection 5.2.2 (NLC Content), and Subsection 5.2.3 (Survival), and notwithstanding anything to the contrary herein, NLC acknowledges that upon preparing any assessment of Client Confidential Information in connection with Consulting Services, or upon preparing any Deliverable(s) that may be prepared by NLC as required by the Consulting Services portion of a Task Order (collectively, "Consulting Works"), NLC hereby grants to Client a nonexclusive, perpetual, revocable for cause, worldwide, transferable, fully paid, royalty-free, license to reproduce, modify, distribute, publicly perform, publicly display, and use the Consulting Works, in each case, solely for Client's internal business purposes.

5.2.1 Preexisting Assets. The license in the preceding sentence does not include any material created by or for NLC before the Effective Date (any "Preexisting Asset").

5.2.2 NLC Content. To the extent the Consulting Works contain NLC Product or NLC Confidential Information, the foregoing shall not serve as a license or granting of any rights in same by NLC.

5.2.3 Survival. Except for a revocation for cause by NLC, the rights granted in this Section 5.2 will survive any termination or expiration of this Agreement or of NLC's engagement with Client.

## 5.3. Client Materials.

5.3.1 Intellectual Property Warranty from Client. Client represents and warrants as follows, as allowed by the laws of the State of Texas and without waiving any applicable immunity: (a) It is the sole, legal and beneficial owner of the entire right, title and interest in and to any and all copyright(s) to Client Materials, except to the extent specified in such Client Materials, and Client Materials are free and clear of any lien, security interest, or assignment (conditional or not); and (b) there is currently no actual or threatened suit by any third party based on an alleged violation of any copyright rights in any Client Materials provided to NLC. "Client Materials" shall mean all documents, written materials, photographs, sketches, drawings, and any other creative material, which shall be recited in the applicable Task Order, and that is delivered to NLC by Client, or otherwise, for NLC to update, contribute to, and change in the process of NLC's creation of a Derivative Work. "Derivative Work" shall mean a work based upon one or more preexisting works, including but not limited to preexisting works that are Client Materials, whether a translation, dramatization, fictionalization, motion picture version, sound recording, art reproduction, abridgment, condensation, or any other form in which a work may be recast, transformed, or adapted.

5.3.3 License from Client for NLC to Create Derivative Works. Subject to the terms of this Agreement, Client hereby grants to NLC under all Intellectual Property Rights of Client, now owned or licensed, a nonexclusive, worldwide, perpetual, royalty-free, license to use and modify the Client Materials (including all

updates and upgrades thereof delivered to NLC) to create derivative works from Client Materials, and to distribute and sell the Client Materials as embedded in, and as part of, the NLC's products and services ("Derivative Work"); provided however, any Client Materials will be anonymized prior to their inclusion in any Derivative Work. The grant of each license hereunder includes the right of NLC to convey and sublicense, including but not limited to any customer of NLC, with respect to any product or service, rights to use and resell such product, service, or Derivative Work as sold or licensed by NLC to such customer or another (whether or not as part of a larger combination) or through multiple tiers of distribution to end user customers or directly to end user customers. "Intellectual Property Rights" shall mean any and all rights in patent, trademark, and copyright, whether registered or unregistered in any creation, including but not limited to literary works, artistic works, inventions, designs, symbols, names, images, computer code, training materials, training manuals, work procedures, and other written creations.

**5.3.4 Client Internal Use of Derivative Works created by NLC.** Client is hereby granted a license by NLC to copy, internally distribute, display and perform the Derivative Works, but only for internal training and business purposes of Client and its affiliates, and not for external sale or external distribution, or distribution to any non-affiliates of Client for any reason. All other uses and rights are reserved by NLC.

**5.3.5 Ownership of Derivative Works.** The Parties agree that all right, title and interest in and to all, or to the extent legally permissible, the Derivative Works made by NLC pursuant to the license(s) granted in this Agreement shall be owned exclusively by NLC. Client understands and agrees that such Derivative Works made by NLC, shall be the sole property of NLC from date of creation. Client agrees to assign and hereby assigns to NLC all of its assignable right, title and interest in and to any and all Client Materials in all Derivative Works created by NLC, including any and all copyrights and other proprietary rights Client may have in Client Materials embodied in such Derivative Works. Any and all Derivative Works that are created by NLC pursuant to this Agreement shall be owned by NLC.

**6. Insurance.** The Parties shall maintain the insurance required of them by Exhibit B to this Agreement.

**7. Warranty/Disclaimer of Warranty.**

- 7.1** NLC represents that (i) all Services shall be done with the skill, care, and diligence, in a good and workmanlike manner, in accordance with the standard of performance of other members of the same profession; (ii) all Services shall be completed in conformance with the applicable NLC course catalog ("NLC Catalog"), which may be updated or modified at any time within the sole discretion of NLC, if any, and the Contract Documents; and (iii) equipment, power poles, laboratory, and all other learning systems necessary for provision of the Services supplied directly by NLC and not through a third-party ("NLC Equipment") shall be of the quality necessary for the Services; and (iv) to the extent the Training Services include inspections of Training Equipment, such inspection shall be limited to solely confirming construction in accordance with applicable plans.
- 7.2** To the extent any member of Client Group receives a certificate evidencing completion of the Services or is extended any CEUs as a result of their completion of the Services ("Certification"), such Certification shall only be confirmation that such person has evidenced satisfactory understanding of the Training Services (as provided in Task Order or, absent same, as stated in NLC's applicable course syllabus) associated with the Services as of the date of the Certification.
- 7.3** NLC makes no warranties, express or implied, regarding Training Equipment or any third-party software, hardware, goods materials and/or services (including, but not limited to, third-party trainings (e.g. crane operation and/or CDL certification)) made available by NLC, and the same are made available "as is".
- 7.4** The sole remedy of Client for any failure of NLC to satisfy its obligations hereunder as of the conclusion of the Services under the applicable Task Order (each a "Defect"), shall be, as applicable, either (a) the re-provision of the Training or Program Services to such Candidate(s) for whom a Defect is applicable, and only as to those Services to which the Defect is applicable, or (b) as to Consulting Services, the amendment of the Consulting Works to correct the Defect.
- 7.5** THE EXPRESS WARRANTIES OF NLC SET FORTH IN THIS ARTICLE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, AND CLIENT HEREBY WAIVES, ANY AND ALL SUCH OTHER WARRANTIES. THE WARRANTY COVERAGE SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDY FOR CLAIMS RELATED TO AND ARISING FROM ANY FAILURE TO SATISFY THIS ARTICLE. NLC IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY ALLEGED BREACH OF

WARRANTY TO THE EXTENT CAUSED BY OR ARISING OUT OF: (A) THE FAILURE OF A MEMBER OF CLIENT GROUP TO SUCCESSFULLY COMPLETE ANY SERVICES; (B) THE FAILURE OF ANY MEMBER OF CLIENT GROUP TO PROPERLY EMPLOY THE SERVICES OR STRATEGIES/TRAINING PROVIDED IN CONNECTION THEREWITH; (C) ALTERATIONS OR MODIFICATIONS IN THE EXECUTION OF THE STRATEGIES/TRAININGS INCLUDED IN THE TRAINING SERVICES; (D) THE FAILURE OF ANY MEMBER OF CLIENT GROUP TO ACHIEVE THE LEARNING OUTCOMES FOR ANY REASON OTHER THAN A DEFECT; (E) CLIENT'S FAILURE TO COMPLY WITH ARTICLE 3; (F) CLIENT'S USE OR APPLICATION OF THE CONSULTING WORKS IN A WAY NOT INTENDED BY NLC OR FOR CLIENT OPERATIONS NOT SUBJECT TO THE CONSULTING SERVICES (each a "Warranty Carve-out").

8. **Hiring of Employees.** During this Agreement and for six months after its termination, either Party shall not directly, or through an intermediary (i) excluding as to a general advertisement, induce or attempt to induce, any employee of the other Party to terminate their relationship with such Party or (ii) interfere with the other Party's relationship with any member of such Party or any client/customer of such Party; provided however, the Parties may mutually consent to waive this requirement, however, such consent shall be at the sole discretion of each Party.
9. **Relationship of Parties.** The parties agree and acknowledge that (a) the relationship between NLC and Client hereby created is that of independent contractor, (b) neither party shall act or represent itself, directly or by implication, as an agent of the other, and (c) neither party's employees shall have any right to participate in any benefits the other party offers to its employees. No relationship shall be created or exist between NLC and any Candidate/Apprentice by this Agreement.
10. **Termination.** This Agreement may be terminated as follows:
  - 10.1 If Client defaults in the payment of any amount due hereunder and does not cure the default within ten (10) days after receiving notice of such default, then NLC may terminate this Agreement; or
  - 10.2 If either party materially breaches in the performance of any other term of this Agreement and does not substantially cure such breach within thirty (30) days after receiving written notice of such breach, then the non-breaching party may terminate this Agreement by providing written notice of termination to the breaching party.
  - 10.3 Either party may terminate this Agreement for its convenience by providing the other party with at least thirty (30) days prior written notice of termination, provided that termination shall not serve to terminate any open and/or unperformed Task Orders or otherwise modify each party's obligations thereunder.
11. **Indemnification and Limitations.**
  - 11.1 RESERVED.
  - 11.2 NLC shall protect, defend, indemnify and hold harmless Client Group from and against any and all Claims, to the extent caused by (a) NLC's negligent acts or omissions and/or (b) NLC Group's violation of applicable law or (c) NLC's willful misconduct. Under no circumstances shall NLC be responsible for any Training Equipment (including Claims, security, fitness for use), any surface or subsurface conditions or pre-existing (those not brought to a Services location by NLC) hazardous materials or waste, or any other physical conditions at locations owned, leased or controlled by Client where the Services are performed that differ from those expected by NLC (collectively, "Site Conditions").
  - 11.3 Notwithstanding anything in this Agreement to the contrary, and in addition to, cumulative of and not in limitation of any other limits on liability herein, NLC's maximum aggregate liability hereunder, or the subject matter hereof, regardless of cause (whether in contract, tort, strict liability, or otherwise) shall not exceed the greater of (a) \$1,000,000 or (b) the Contract Price stated in the applicable Task Order(s) giving rise to such liability.
  - 11.4 Notwithstanding anything in this Agreement to the contrary, and excepting (a) Client's violation of Articles 4, 5 or 6, (b) NLC's indemnity obligations as to 11.2 (b), or (c) Claims arising solely from a party's fraud or willful misconduct, neither party shall be liable under this Agreement or under any cause of action related to the subject matter of this Agreement, whether in contract, tort (including negligence), strict liability, indemnity, contribution, or any other cause of action for punitive, special, indirect, incidental or consequential losses or damages, including loss of profits, use, opportunity, revenues, financing, bonding capacity, or business interruptions.
12. **Task Orders.**

- 12.1 Task Orders. Task Order shall not be effective until signed by NLC. Any terms or conditions provided by Client in connection with a Task Order are rejected and have no applicability to the Contract Documents.
- 12.2 Mutual Modification. Either party may, at any time prior to the completion of the Services in a Task Order, propose an amendment to the Services to be provided pursuant to a Task Order by providing written notice to the other party of the proposed amendment including the modification to the Services, Contract Price, Service Cost and Schedule, as applicable.
- 12.3 Unforeseen Conditions. Notwithstanding anything in this Agreement, a Task Order or otherwise to the contrary, to the extent either (a) any event or occurrence that is not due to the sole negligence of NLC or is beyond the reasonable control of NLC or (b) any Site Conditions, impacts NLC's ability to perform the Services in a Task Order according to the applicable Contract Price, delays NLC's performance or results in a change in the nature or quantity of the Services, NLC shall be entitled to an adjustment in the Contract Price and/or Expenses payable as well as an adjustment in the schedule of performance. NLC accepts no risk, obligation or liability as to any Site Conditions.

**13. Miscellaneous.**

- 13.1 Severability. If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions. The parties agree that this Agreement will be amended by modifying such provision to the extent necessary to make it legal and enforceable while preserving its intent or, if that is not possible, by substituting another provision that is legal and enforceable and achieves the same objective.
- 13.2 Waiver. No change, waiver, or discharge hereof shall be valid unless in writing and signed by the party against which it is sought to be enforced. No delay or omission by either party in exercising any right hereunder shall be construed as a waiver.
- 13.3 Governing Law. This Agreement shall be governed by the laws of Texas without giving effect to any rules of conflicts of law. Both parties waive their right to a jury trial as to any or all of the issues arising out of or related to this Agreement. Both parties agree that venue of any disputes arising from this Agreement will be the United States District Court for Northern District of Texas, or, if such court lacks jurisdiction, then in the state courts in Dallas County, Texas.
- 13.4 Attorney Fees. The prevailing party in any controversy, claim or action between the Parties to enforce the terms and conditions of this Agreement or arising from this Agreement shall be entitled to an award of all costs, damages, and expenses, including reasonable attorneys' fees including fees on appeal and for bankruptcy proceedings, incurred by the prevailing Party, whether or not such controversy or claim is litigated or prosecuted to judgment.
- 13.5 Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other, which consent will not be unreasonably withheld. NLC may use subcontractors to perform work under this Agreement provided that any subcontract shall contain confidentiality provisions substantially similar to those herein.
- 13.6 Notices. Any notice under this Agreement shall be deemed delivered when delivered in person, the day after being sent by Federal Express or comparable overnight courier, or five days after being mailed by registered or certified U.S. Mail, return receipt requested, to the person designated at the address set forth below. Either party may change its address by written notice to the other party.

**Client:** City of Denton  
Attn: City Manager's Office: Legal  
215 E McKinney St.  
Denton, TX 76201  
Email: Legal@cityofdenton.com

**NLC:** Northwest Lineman College  
Attn: Travis Horton  
7600 South Meridian Road  
Meridian, ID 83642

With a copy to: sayler@quantaservices.com &  
NLC Entity identified in applicable Task Order

- 13.7 Further Acts. Client shall execute and deliver to the other party all such additional documents as such other party may reasonably request to carry out the purposes of this Agreement.

- 13.8 Authority.** Each person signing below has full power and authority to execute this Agreement and to perform its respective obligations hereunder, and if either party is a corporation, limited liability Company, limited liability partnership, or other entity, all necessary action to authorize this transaction has been taken.
- 13.9 Modification.** No change, modification, extension, renewal, ratification, rescission, discharge, abandonment, or waiver of this Agreement or any of the provisions of this Agreement or any representation, promise, or condition relating to this Agreement shall be binding upon Parties unless made in writing, signed by the Parties, and specifically referencing this Agreement.
- 13.10 Survival.** All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including indemnification obligations, and confidentiality obligations shall survive expiration or termination of this Agreement and remain in full force and effect.
- 13.11 Entire Agreement.** This Agreement constitutes the final, entire, and exclusive agreement between the parties with respect to the subject matter hereof and may be amended or modified only in writing executed by both parties.

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date.

**Grid Training Corporation**  
**dba Northwest Lineman College**

**City of Denton**

By: Travis Horton  
Travis Horton (Oct 6, 2022 12:46 MDT)  
Name: Travis Horton  
Title: SVP, UTS and Apprenticeships

By: Christa Christian  
Christa Christian (Oct 6, 2022 20:45 CDT)  
Name: Christa Christian, CPPB  
Title: Senior Buyer

# All Services Master Agreement – City of Denton

Task Order No.: 1.0

Project: Lineman Apprenticeship Program - 2022

## A. GENERAL:

**Client:** City of Denton  
Attn: Jeff Brown  
Address: \_\_\_\_\_  
Phone: 940-349-7189

**NLC:** Northwest Lineman College  
7600 S. Meridian Rd.  
Meridian, ID 83642  
Attn: Anne King  
Phone: 208-761-2378

**Task Order Effective Date:** September 14, 2022

The Master Agreement between Client and NLC dated September 14, 2022 (the “Agreement”) shall govern this Task Order. Any term not otherwise defined in this Task Order shall have the meaning ascribed to such term in the Agreement.

**Task Order Term:** The term of this Task Order shall be from the Task Order Effective Date through December 31, 2022.

**B. SERVICES.** NLC will provide the Services described below.

1. TRAINING AND CONSULTING. N/A

2. PROGRAM.

- a. Services under this Task Order are limited to NLC’s Lineman Apprentice Program (“LAP”), a four-year apprenticeship program for lineworkers consisting of education experience and technical instruction. NLC shall provide “Year One,” “Year Two,” “Year Three,” or “Year Four” curriculum of the LAP, as applicable, to Apprentices enrolled by Client hereunder, which curriculum is more specifically set forth in the current Northwest Lineman College Lineman Apprenticeship Program 2022 Catalog (“NLC Catalog”), which is incorporated herein by reference. The Services shall be provided in accordance, and that Parties shall comply, with the NLC Catalog and the Agreement. As part of the Services, NLC shall provide each enrolled Apprentice the following: Turnkey LAP curriculum and access to applicable portions of Lineman Channel video library.
- b. Conditions Precedent. Complete and submit an executed LAP enrollment application form for each new/re-enrolling Apprentice and Client shall make payment of a one-time, non-refundable, non-transferable application fee in the amount of **\$150** for each Apprentice submitting such application.
- c. Schedule. As a condition precedent to NLC’s obligations hereunder, and subject to availability, the parties shall not less than ninety-one (91) days prior to the commencement of the Services hereunder, mutually agree on the commencement date of each week of LAP training provided for in this Task Order.
- d. In addition to those limitations and/or exceptions in the Agreement, the following are specifically excluded from the Program Services and/or the Program Services are provided subject to the following limitations:



- (i) Each weekly LAP training shall be subject to the Apprentice-Instructor ratio stated in the applicable LAP Catalog
- (ii) Each weekly LAP training assumes five (5) continuous workdays
- (iii) All Services shall be provided at a mutually agreeable NLC campus.

**C. CONTRACT PRICE:**

1. Training Services and Consulting Services. N/A
2. Program Services. The program fee, which excludes the application fee payable, per participant shall be **\$3795.00** for each Apprentice that is enrolled during the Program Term. Each Apprentice shall be entitled to participate in two (2) one-week trainings in exchange for the payment of such fee.
3. Training Equipment to be provided by NLC. NLC will provide all Training Equipment in connection with this Task Order except for those items required to be brought by each Apprentice pursuant to the applicable LAP Catalog including climbing gear, and hand tools.

**D. CLIENT OBLIGATIONS.** In addition to its obligations in the Agreement:

1. Client shall ensure that each Client Group member participating in the Services reviews and written materials provided in the time required.
2. Client shall, no later than ten (10) days prior to the commencement of the Services, submit to NLC such information requested or as may be reasonably required by NLC with respect to each Apprentice or other member of Client Group participating in the Services.
3. Client is solely responsible for ensuring that each Apprentice attends all Service offerings and fully participates in same. The failure of any Apprentice to attend all Service offerings or to satisfy the requirements necessary to successfully complete the Services is borne solely by the Client and the Apprentice(s).
4. Upon request, all NLC Product will be returned to NLC. Unless approved in writing by NLC, the Apprentices will not be able to retain any of the NLC Product and therefore the taking of notes and the development of additional learning materials is highly encouraged.

**E. CLIENT MATERIALS.** None.

**Approved by Client:**

By: Christa Christian  
Christa Christian (Oct 6, 2022 20:45 CDT)

Name: Christa Christian, CPPB

**Approved by NLC:**

By: MAK  
Anne King (Oct 6, 2022 12:58 MDT)

Name: Anne King

## **Exhibit B - REQUIRED INSURANCE**

### **A. GENERAL AND NLC INSURANCE**

1. All insurance required to be maintained in accordance with this Exhibit B shall be placed with financially sound and reputable insurers having an A.M. Best Rating of A-VII or better.
2. NLC shall acquire those coverages and required limits as required by Section (B) (1), (2) and (3).
3. All amounts of insurance coverage required under this Agreement are required amounts.
4. Evidence of insurance required hereunder in the form of certificates of insurance shall be furnished by the parties prior to the provision of any Services at a Client site.

### **B. CLIENT-ACQUIRED INSURANCE**

1. Workers' Compensation/Employers' Liability
  - a. Client shall maintain statutory limits for workers' compensation, to the extent required by applicable laws, during the entire time the Services are performed covering any persons employed by them and the Candidates/Apprentices.
  - b. Client shall maintain employers' liability insurance in the amount of \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.
2. Automobile liability insurance with respect to all mechanically propelled vehicles used on public highways or in any circumstances such as to be liable for compulsory motor insurance in accordance with applicable laws of the state in which such vehicles will operate. The limit of liability shall be \$1,000,000 combined single limit each accident for all owned, non-owned and hired vehicles.
3. Commercial general liability insurance for the Client's legal liability arising out of the Agreement, its premises and operations activities of the Client (and Candidates/Apprentices), with bodily injury (including death) and property damage limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate, provided the annual aggregate will apply separately to claims occurring with respect to the Services. Such insurance shall include, but not be limited to, contractual liability encompassing the indemnity provisions of this Agreement, personal injury, independent contractors, explosion, collapse and underground property damage. Coverage is required to be written on an occurrence form.
4. Umbrella or excess liability insurance with a limit of \$2,000,000 per occurrence and in the annual aggregate in excess of the limits of insurance provided in paragraphs 1(b), 2, and 3 on a follow form basis. Coverage is required to be written on an occurrence form.
5. Insurance providing coverage for Client's owned or leased equipment (including Training Equipment) and tools being used at the site in connection with the Services.
6. NLC Group shall be added as additional insureds on all Client policies required hereunder (excluding worker's compensation). Waivers of subrogation rights will be provided on all policies listed in herein, where and to the extent allowed by law. To the extent of Client's obligations contained herein, Client's insurance is primary insurance with respect to the interests of NLC and that any other insurance maintained by NLC is excess and not contributory insurance with the insurance required hereunder.