



THE PERSON ACCEPTING AND SIGNING THIS AGREEMENT FOR THE AGENCY REPRESENTS THAT THEY ARE DULY AUTHORIZED TO DO SO FOR AND ON BEHALF OF THE AGENCY, AND THAT THE AGENCY UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT

Agency: Williamson County Emergency Communications

Representative: Judge Dan Gattis

Course Title: Comm Supervisor Date(s): 12-10-18 to 12-12-18

A. Your Agency will:

1) Select one of the following options:



Option 1 - Outright Purchase:

Immediately following the presentation of the Course listed above, the host agency / entity will pay NENA the outright purchase fee of \$10,000 for a three-day offering (unless otherwise stipulated in a written quote from NENA).

OR



Option 2 – Course Host - Open Individual Registration:

Each student / agency is responsible for registering and paying for their registration on www.nena.org. Fees are as follows for three-day classes (from both the host agency and outside registrants): \$399 per person for NENA Members and \$550 for Non-Members. A registration fee shall be paid for each person to be trained at the Course ("Trainee"). The host agency is entitled to up-to three (3) discounted seats for hosting the course upon meeting the minimum registration identified in Section C.4. of this agreement.

- 2) Any change to the registration number made less than five (5) days prior to the date of the course may require contingent fees for extraordinary shipping and handling charges, which shall be invoiced by NENA and paid by Agency to NENA within two weeks after Agency's receipt of such invoice.
- 3) Complete the NENA Course Host Information Form.
- 4) Provide a suitable classroom, of adequate capacity, to comfortably train up to 35 trainees. Classroom shall be maintained as a smoke-free environment, furnished with the following equipment (in size, number and configuration to be perceived effectively by all Course Registrants in the classroom), which Agency shall provide and maintain in good working order throughout the Course:
 - LCD projector-computer image projector with laptop computer compatible interface. (If a LCD projector is not available NENA will provide a LCD projector at the cost of \$100 per class to cover shipping and handling.)
 - Projection screen.
 - Black or White Board with Markers and Erasers.
 - An Instructor's Work Table.
- 5) Receive and safeguard Course Manuals that NENA will provide for each Trainee registered for the Course, and then distribute these to such registrants. Extra Manuals must be safeguarded and returned by Agency to NENA immediately after the Course or your Agency will be charged and pay a contingent fee of \$25 each for any extra Course Manuals that are not so returned to NENA.
- 6) For courses purchased outright (option 1):
 - a) The host will provide an electronic roster (Excel Spreadsheet is preferred) containing the names and addresses of all of the participants taking the course to the course instructor on the day of the course or within ten 10 business days of the end of the course.



- b) For classes with more than 35 registrants, additional fees of \$175 will be charged for every ten (10) additional students registered to offset additional printing costs.

B. NENA will:

1. Prepare a Course brochure soliciting registrations and market the course for the prospective trainees in your area who are not employed by your Agency ("Outside Registrations");
2. Receive and process all registrations and fees (including those from your Agency) for the Course if option two is selected.
3. Provide a Certified NENA Instructor (the "Instructor") and materials to conduct the Course for all properly registered and Course Registrants. The individual Instructor provided shall be assigned (and may be changed) by NENA at NENA's sole discretion and in accordance with NENA's Policies & Procedures for such assignments; and
4. Process and issue Certificates of attendance and or completion within eight (8) weeks of the course completion.

C. General Provisions:

1. All payments of fees must be received by NENA within the time-periods specified herein, and shall be paid by Agency check or (for government agencies, only) binding Agency Purchase Order. In the event that such purchase orders are used, these must specify actual disbursement by check to be received by NENA no later than ten (10) business days after the last day of the Course. Any fee payments not actually made and performed by Agency in accordance with these specifications will be immediately due and payable to NENA and may be subject to default collection procedures.
2. All fees are to be paid in U.S. funds.
3. NENA may invite up to three complimentary outside registrants as its guests at the Course.
4. The minimum enrollment for the course is 18 registrants. If the total enrollment in the Course is less than 18 Trainees and/or Outside Registrants, then, in order to offset NENA's fixed costs of providing an Instructor for the Course, Agency agrees that NENA shall have the right to charge an Additional Contingent Fee based on the following scale.

16 – 18 Students Registered -	\$1,500	6 – 10 Students Registered -	\$4,500
11 – 15 Students Registered -	\$3,000	1 – 5 Students Registered -	\$6,000
5. Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee, the Williamson County Commissioners Court, or the Williamson County Judge.
6. 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 licensee 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 licensee 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 licensee'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.
7. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.



NENA
Education & Training

Course Agreement (3 Day)

8. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
9. This agreement 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. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.
10. Neither NENA nor Agency may cancel or modify this agreement, without the prior, written consent of the other, unless the party desiring to do so is willing to pay the unrecoverable costs incurred by the other party in its compliance with this Agreement, and on terms acceptable to the other party.

Signature of Agency Representative

Signature of NENA Representative

Printed Name of Agency Representative

Printed Name of NENA Representative

Date

Date