



September 21, 2018

Gene Smith, D.D.
Assistant Director, Professional Development/Professional Standards
Williamson County Emergency Communications Department
911 Tracy Chambers Lane
Georgetown, Tx 78626

Gene,

Thank you so much for inviting me to present to the staff of the Williamson County Emergency Communications Department (WCECD) at your annual Symposium. I am pleased to accept your invitation and will offer the following sessions throughout the day, between 8:30 a.m. and 4:30 p.m., on November 13, 2018:

- Opening presentation entitled: *Why High-Character Leaders are the Key to Our Success* (we may wish to modify the title depending on who registers for the Symposium)
- Town Hall meeting: responding to ethical questions raised by attendees submitted through the pre-conference survey (described below)
- Focused small-group discussions about honesty, accountability and other crucial qualities of high-character employees
- One-on-one coaching to a limited number of attendees in fifteen-minute blocks. (This offering is optional but included in the investment.)
- Panel discussion that I'll facilitate on ethical leadership, featuring three to five staff members you select in advance.
- Q&A following the panel discussion. Attendees will also be free to ask questions throughout the day
- 100 copies of *The Good Ones: Ten Crucial Qualities of High-Character Employees*
- Book signing
- Group selfie
- Summary of the evaluations after the event

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I will also prepare a pre-conference survey that will enable us to create sessions that will speak directly to the needs and interests of the group. It will also provide stories of high-character leadership that the staff themselves will be invited to present.

The standard investment for a full day of my services is \$22,000 plus expenses. As a professional courtesy to WCECD and as a former Texan, I am pleased to offer the deeply discounted rate of \$11,500. This investment includes all speaking fees, travel and lodging expenses, books and shipping costs, and all other expenses incurred. You, WCECD and associated County representatives agree to keep this deep discount confidential, except where the law requires disclosure.

Also, my company's standard policy for payment is to receive fifty (50) percent of the investment within two weeks of signing the letter of agreement and the balance two weeks before the engagement. I understand, however, that this arrangement is not possible with WCECD. **For this engagement only, I am willing to suspend my company's policy on the condition that I receive the full \$11,500 immediately before the commencement of my presentations on November 13 at 8:30 a.m.** Payment shall be made via check or direct deposit. If the payment is not available by the time, I regret that I will not be able to provide any of the sessions. Our joint signatures on this letter of agreement are made in good faith that this proviso will be honored. In accepting your kind invitation, I am making myself unavailable to other clients, so thank you kindly for agreeing to this.

To secure the engagement, please initial the first three pages, sign the fourth, and email or mail a scanned copy to Bruce@TheEthicsGuy. After I receive it, I will countersign it and send you a copy.

I authorize the WCECD to record my presentation (still photographs, video and/or audio) and to distribute the images and recordings internally, as long as I receive copies for my professional use within ten business days after the event. After the conference, WCECD agrees to allow me to use its logo on my website, my LinkedIn page, and other platforms where I mention previous clients.

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I will need the following audiovisual aids, to be provided by WCECD, for my session:

- 1) One (1) wireless lavalier microphone
- 2) Two (2) wireless handheld microphones (three would be better)
- 3) Two assistants to run with the microphones to audience members throughout the day (comfortable shoes are essential)
- 4) Data projector
- 5) Laptop (preferably Mac, but Windows is acceptable) with PowerPoint
- 6) Wireless device for advancing the PowerPoint slides
- 7) Screen
- 8) Monitor (which can be the laptop mounted on the podium)

It would be most helpful for an audiovisual technician to be present throughout the session to ensure smooth functioning of the equipment. I will need to rehearse with the technician at the venue prior to the event, preferably in the afternoon or evening of November 12. I will send the PowerPoint file to the person you designate in advance of the session to ensure that he/she is able to open the file. I will provide handouts, including an evaluation form, to be duplicated and distributed by WCECD before the first session. I will also provide an introduction for whomever will introduce me.

If I'm unable to present for any reason other than WCECD cancelling or changing the date of the engagement, I will assist WCECD in finding a speaker to take my place. If WCECD wishes to change the date of the engagement, I will work with you to find alternate dates for me. However, if WCECD changes the session to a date when I am unavailable to participate or cancels the event altogether for any reason, including acts of God, I will still be owed the full investment, less \$1,500 travel expenses, for a total of \$10,000. Payment shall still be due by November 13, 2018. I must include this last clause because, as a professional speaker, my commitment to an engagement means that I am unavailable to other clients on that date, although in almost twenty years of professional speaking I have never had to exercise this clause.

Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern. The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract. In the performance of this agreement, each party is an independent contractor, and neither is the agent, employee, or servant of the other, and each is responsible for their own conduct. This agreement may not be assigned, transferred or amended without the prior written consent of both parties. This is the entire agreement and understanding between the parties regarding the subject matter hereof.

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Gene, it's an honor to be of service to you and your colleagues at WCECD, and I look forward to working with you in the coming weeks to help make this Symposium the best one to date!

Sincerely,

Bruce Weinstein, Ph.D.
CEO

A handwritten signature in blue ink, appearing to read "Dan Gattis", is written over a horizontal line.

Signature: Judge Dan Gattis
Williamson County Judge

Date of signature: 10-03-2014

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