



Learning Management System Renewal
Proposal
specifically designed for

Williamson County Sheriff's Office

November 1, 2023

Kim Bickley
Partner
Austin, Texas
971-724-0705

kimbickley@elementlms.com

Certified Vendor-Texas Department of Information Resources
DIR Contract Number: DIR-CPO-4463

		Year Two	
Price Schedule	Product Number		
SaaS LMS Annual Maintenance & Support: - Hosting at AWS GovCloud - Security maintenance - Includes software maintenance and updates - Technical support - Forms and maintenance - Unlimited Users, Unlimited Courses - 15,000 Active Course Registrations-Annually - Unlimited Storage; Unlimited Monthly Data Transfer	POWER ELEMENT LMS		\$17,973 (Includes DIR discount)
Less Discount:	Discount		(\$274)
External System Integration: SSO – 26.76 @ \$157.00 hours annually	Custom Configuration Maintenance		\$4,200
Inventory (Training Unit) Management Module Option to use at no charge	Inventory		fee waived
Range Calendar Management Module Option to use at no charge	Range		fee waived
GRAND TOTAL			\$21,899

COUNTY TERMS AND CONDITIONS

1. No Waiver of Sovereign Immunity or Powers: Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.
2. Texas Law Applicable to Indemnification: All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the rights.
3. Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The Customer will only be liable for its pro rata share of services rendered and goods actually received. However, and notwithstanding the foregoing, subscription fees paid by Customer prior to a termination for convenience shall not be eligible for refund, pro-rata, or offset.
4. Texas Prompt Payment Act Compliance: 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 Customer 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 Customer 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 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.
5. Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
6. Venue and Governing Law: Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
7. Right to Audit: Element LMS agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Element LMS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Customer shall give Element LMS reasonable advance notice of intended audits.

NOTE: ELEMENT LEARNING MANAGEMENT SOLUTIONS AGREES TO THE COUNTY TERMS AND CONDITIONS.

Vendor

Martin A. Mascarenas

Print Name of Person Signing for Vendor

Martin A. Mascarenas

Vendor Signature

CEO

Title of Vendor Representative

11/20/2023

Date

Client

Valerie Covey

Print Name of Representative

Valerie Covey

Client Signature

Presiding Officer

Title of Client Representative

Dec 6, 2023

Date