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09/29/15



631 N. Milpas St., Santa Barbara, CA 93103
Tel: 800.733.1638 Email: infomcgrath@gmail.com

Contract # MCG15-070
Contract Date: 09-24-2015

Contracted Services Agreement McGrath Training Systems

THIS CONTRACT is made and entered into as of this 24th day of September 2015 by and between McGrath Training Systems, hereinafter called "McGrath," and the Woodbury County Board of Supervisors, State of Iowa, hereinafter called the "County," with reference to the following facts:

- a) The County has requested, and McGrath has agreed to perform, services consisting of the following: **McGrath SUCCEED with TRUE-SPEAK Foundations Course.**
- b) Said services shall be performed on October 6 and 7, 2015, between the hours of 8 a.m. and 4 p.m.
- c) The County may register 30 participants for this workshop. An additional fee of \$450.00 will be assessed for participants registered above the contracted 30 participants up to a maximum of 40 participants.
- d) Contracted services and materials include the following: two days of on-site interactive training and a SUCCEED TRUE-SPEAK User License with Materials for each participant. Said materials include a Participant Manual, a Cue Card for quick reference to the concepts and processes, and a 1-year subscription to the McGrath SUCCEED Online Application. After 12 months, subscribers will have the option of renewing their McGrath SUCCEED Online Application subscription.

NOW, THEREFORE, and in consideration of the promises, covenants and contracts contained herein, the County and McGrath agree as follows:

1. Fees and Costs: The County agrees to pay McGrath a Training Fee of \$12,000 for conducting 2 days of the SUCCEED with TRUE-SPEAK Foundations Course, plus reasonable trainer travel expenses. The User License and Materials Costs are included in the Training Fee. The fee for each

additional County participant over 30 (thirty) is \$450.00 per person up to a maximum of 40 total participants each day. The total number attending the sessions will be calculated to determine the final billing.

2. Deposits and Cancellations: A deposit of 50% of the total Training Fee is due upon signature of this contract to secure the above training dates. The balance is due on the last day of the training. Payment may be given to the trainer or be sent by mail to the administrative offices of McGrath Training Systems, 631 N. Milpas St., Santa Barbara, CA 93103.

In the event that a workshop is postponed after travel arrangements have already been made, the County agrees to reimburse McGrath for any airline change fees, penalties or non-refundable expenses.

3. Trainer Travel Expenses: Trainer's reasonable travel expenses will be reimbursed by County and invoiced separately by McGrath.

4. License Fee and Materials: The individual User License and Materials cost for use of these copyrighted materials is referenced in numbered paragraph 1 above. McGrath agrees to ship the course manuals in a timely fashion at County expense. McGrath will invoice shipping costs to the County.

- a) The County must confirm the number of workshop participants no later than ten (10) working days prior to the training dates referenced above, by email to McGrath at infomcgrath@gmail.com.
- b) The County will be responsible for any expedited shipping fees incurred for additional manuals requested less than 10 days prior to the workshop start date.
- c) The County agrees to distribute these materials only to employees who actually participate in the McGrath program.

5. Conference Registration and Attendance: The County understands that it is responsible for promoting this program to potential participants, registering participants, confirming their attendance and notifying them regarding the time and location of the program. Should the County have lower than expected attendance, they understand and agree that McGrath is under no obligation to provide further training for those who do not attend. The County also agrees to pay the minimum fees and costs specified above regardless of the minimum number of participants.

6. Copyright Protection: The County understands and agrees that all *McGrath Courses and Workshops* and their accompanying written training materials are copyright protected under Federal law. No part of the content of this training may be reproduced in any form or manner, including but

not limited to photocopying, recording, videotaping, and/or converting to electronic or digital format, without express written permission from McGrath.

7. No Resale: The County understands that they are prohibited from delivering all *McGrath Courses and Workshops*, in part or in whole, to any person or persons and agrees to abide by this restriction. The County acknowledges that the restriction stated above is reasonable and is intended to preserve Contractor's reputation and legitimate business interest in maintaining the integrity of all *McGrath Courses and Workshops*. The County is not authorized to sell, lease or transfer the written training materials, or any portion thereof, to individuals or other organizations, either within or outside of the County, for commercial gain or for any other purpose. Violation of these terms and conditions shall constitute a breach of this Contract and/or violation of Federal copyright laws.

8. Participants and Guests: For the purpose of promoting the business interest of McGrath, it reserves the right to invite guests from other organizations, to either participate in or observe the course at the County. McGrath will be responsible for providing workshop information to all additional participants/guests and will provide materials as provided for under separate contract with these participants/guests.

9. Independent Contractor Status: In rendering the aforesaid services, it is mutually understood and agreed that McGrath shall at all times be acting and performing as an Independent Contractor and not as an employee of the County.

10. Tax Payments: All payments to McGrath pursuant to this Contract will be reported to Federal and State taxing authorities as required. The County will not make any deduction nor withhold any sums from compensation payable to McGrath. McGrath Training Systems' Federal Employer Identification Number is 77-0359199

11. Binding Agreement: This Agreement is a binding agreement. By the signature of its authorized representative below, the County acknowledges that it has read and understood this Agreement and agrees to be bound by its terms and conditions.

12. Severability of Provisions: If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired thereby.

13. Waiver: The failure of the parties to enforce any provision of this contract shall not constitute a waiver by the parties of that or any other provision.

14. Merger Clause: This agreement constitutes the entire agreement between the parties regarding the contracted services described above. It replaces any and all previous contracts,

whether verbal or in writing, between the parties regarding said services. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this agreement. The parties, by the signatures below of their authorized representatives, hereby acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

15. No Transfer: Each of the parties hereto represents that there has been, and there will be, no transfer or assignment of any interest in the services to be provided hereunder.

16. Governing Law: This Contract shall be governed by, and construed in accordance with, the laws of the State of Iowa.

IN WITNESS WHEREOF, this Contract has been executed by the parties on the date and year first written above.

McGRATH TRAINING SYSTEMS

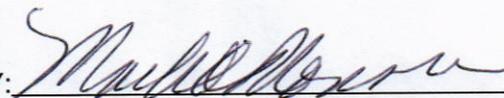


Mary Jo McGrath

Chief Executive Officer

September 17, 2015

Woodbury County Board of Supervisors

BY: 

Name: Mark monson

Title: Chairman, Board of Supervisors

Date: September 29, 2015

McGrath Training Systems - Federal Employer Identification Number: 77-0359199