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09/29/15



631 N. Milpas Street, Santa Barbara, CA 93103
Telephone: 800-733-1638

Contract # 15-071
Date: Sept. 24, 2015

Multi-Year Contract and SUCCEED with TRUE-SPEAK Site License

RECITALS

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1. The Woodbury County Board of Supervisors is called "County" herein.
 2. McGrath Systems, Inc. dba McGrath Training Systems (called "McGrath" herein) is in the business of creating valuable leadership, culture enhancement, legal- and compliance-based training for executives, administrators, managers, supervisors and public employees. The company conducts workshops and seminars, creates written works, video/DVDs, CDs, and internet-based training materials, copyrighted in the name of Mary Jo McGrath. These works shall herein be referred to as the "McGrath Copyrighted Works."
 3. Particularly, McGrath has acquired and developed certain know-how, expertise and experience related to the management, communication with, supervision, evaluation and documentation of employees, and the effectiveness of managers, supervisors and evaluators, known as the McGrath SUCCEED with TRUE-SPEAK System curriculum. Included in the curriculum, among other things, are: the approximately 16 instructional-hour McGrath SUCCEED with TRUE-SPEAK Foundations Course, the McGrath TRUE-SPEAK® Standard Tool, and the McGrath TRUE-SPEAK® Template Tool. The curriculum and tools are herein after collectively referred to as the "SUCCEED with TRUE-SPEAK® System" or "Program."
 4. The County desires to enter into a license to provide direct instruction in the McGrath SUCCEED with TRUE-SPEAK® Foundations Course, which is part of the McGrath SUCCEED with TRUE-SPEAK® System. To further this intent, McGrath will provide training and assistance to prepare, enable and certify individuals to be designated as McGrath Certified Local SUCCEED TRUE-SPEAK® Instructors (called "SUCCEED Instructors" herein) by McGrath. These individual(s) will be selected by the County from its current employees and will function under the license granted by McGrath to the County to deliver the SUCCEED with TRUE-SPEAK Foundations Course.

AGREEMENT

THIS AGREEMENT is made and entered into as of the 24th day of September 2015 by and between McGrath and the County, as follows:

1. Grant of License: Upon execution of this Agreement by the parties, McGrath grants a Multi-Period License to the County, under the terms and conditions specified herein. The aforementioned license authorizes the County to use the following proprietary materials to conduct the McGrath SUCCEED with TRUE-SPEAK Foundations Course in accordance with instruction received from McGrath:
 - A. Program Instructor Outlines,
 - B. McGrath SUCCEED with TRUE-SPEAK Foundations Course and Instructor Manual,
 - C. Multi-media resources, including the SUCCEED Online Support and the TRUE-SPEAK[®] Cue Card; and,
 - D. Individual Participant User License for the program. The County must purchase materials separately from McGrath for each participant (See Schedule A).

2. Multi-Period Site License Fee and Minimum Training Goal:
 - A. The total license fee for this Multi-Period Site License is \$1,000.00, to be paid in four installments of \$250.00. (See Schedule A below). The \$250.00 Period-One fee is due upon signing of this Agreement, without prorating for time less than 12 months. Site License fees for subsequent Periods are due by July 1st of each successive period, payable to McGrath by July 15th of that Period. At contract expiration, terms must be renegotiated for continued licensure.
 - B. To qualify as a licensed provider of the Program under the terms of a Multi-Period Agreement, the County must agree to a Minimum Training Goal of participants trained per year by the County. The specific Minimum Training Goal for the County per this Agreement is found in Schedule A.

3. Training Specifications: McGrath grants permission, subject to the terms of this Agreement, for the County, to train the Programs to groups as follows:
 - A. To conduct such instruction to groups of less than 30 participants at any one time. The limitation on group size is to maintain the quality of program delivery. The size of the group may be expanded with the written permission of McGrath.

- B. The County may only use its own SUCCEED Instructors to conduct such instruction and only to its County employees without the express permission in writing from McGrath to train individuals from outside the organization.
 - C. The County agrees not to provide any follow up programs, mentoring or other services related to the McGrath SUCCEED with TRUE-SPEAK[®] System except in conjunction with McGrath Training Systems, using authorized materials.
4. SUCCEED with TRUE-SPEAK[®] Training of Trainers (TOT) Program: To operate as a licensed provider the County must develop from among its management staff a minimum of one SUCCEED Instructor who will train County participants in the Foundations Course. The nominated SUCCEED Instructor Candidate must participate in the McGrath Instructor Certification Program, known as the Training of Trainers (TOT), hereinafter called "TOT Program."
- A. To qualify for and successfully complete the TOT Program, the nominated SUCCEED Instructor Candidate must meet the prerequisites and perform the following acts:
 - i. Have Human Resources and/or department-level administrative or supervisory experience (or the equivalent of such experience);
 - ii. Complete the 2-day McGrath SUCCEED with TRUE-SPEAK[®] Foundations Course.

- iii. Have experience and success in conducting training and/or professional development;
 - iv. Attend a SUCCEED with TRUE-SPEAK® TOT Program, delivered in two parts:
 - a. 3 consecutive days (TOT Session One),
 - b. Followed by designated follow-up training/s, 90 to 180 days later, via the Internet, and
 - v. Conduct unsupervised "student teaching" between Sessions One and the follow-up session/s.
 - a. To be Certified each SUCCEED Instructor Candidate is to deliver the McGrath SUCCEED with TRUE-SPEAK® Foundations Course to a group of at least five (5) participants during the student teaching phase of the TOT Program between sessions One and Two.
 - b. The Participant User Licenses and Materials needed for the student teaching are included in the County Minimum Goal for Period-One and purchased under the terms specified in paragraph 9-B below.
- B. Under a Multi-Period License Agreement with the required Minimum Training Goal, the tuition and materials fee for the TOT Program is \$3,000 per person (exclusive of the student teaching Participant User Licenses and Materials needed). (See Schedule A.) A recertification fee of \$2,000 is required for each Local SUCCEED Instructor for a new 4-Year Period Contract period. Attendance at a currently scheduled TOT Program is required for recertification but may be waived by McGrath.
- i. Each Local SUCCEED Instructor Candidate will be furnished with a SUCCEED with TRUE-SPEAK® Instructor Manual, a TRUE-SPEAK® Cue Card, and a Participant Manual.
 - ii. The County pays travel and lodging expenses related to the TOT program for its employees.
- C. McGrath reserves the right to decline certification to anyone it determines is not suitable or who is not sufficiently prepared to conduct the Program. The TOT Program training fee will not be returned, but the candidate may go through the course one additional time at no charge within 18 months of this Agreement.

- D. A Local SUCCEED Instructor is not qualified or authorized to train new Certified SUCCEED Instructors. McGrath does not grant and expressly reserves the right to be the sole certification source of any local Certified SUCCEED Instructor.
5. Recertification of SUCCEED Instructors: At the completion of this Agreement, continued County licensure will require recertification of the Local SUCCEED Instructors by McGrath.
6. Disclaimer Provision: It is understood and will be relayed to all participants in the Training of Trainers Program and in any McGrath SUCCEED with TRUE-SPEAK® course that the information contained therein is general in nature and not intended as legal advice or intended to replace professional legal advice.
7. Binding Agreement: This Agreement is a binding agreement. By paying the first installment of the License Fee on Schedule A, the County acknowledges having read and understood this Agreement and agrees to be bound by its terms and conditions.
8. Shipping and Handling:
- A. The County is responsible for payment of the shipping costs for all SUCCEED with TRUE-SPEAK® Foundations Instructor and Participant Materials ordered. Unless otherwise requested by the County, shipping will be by standard ground transport service.
- B. To ensure delivery of materials on time, at standard ground shipping rate, the County will notify McGrath of all scheduled SUCCEED with TRUE-SPEAK® Foundation Courses 30 days in advance of the commencement of the training.
10. Copyright Restrictions: The County must order a Participant User License and Materials for any person who attends the McGrath SUCCEED with TRUE-SPEAK Foundations Course. The Local SUCCEED Instructor will notify all participants in the McGrath SUCCEED with TRUE-SPEAK® Foundations Course that the material is copyrighted and that they may not, under any circumstances, duplicate any part of the materials, including electronic or digital replication. All attendees are required to sign the provided Copyright Protected Statement, which stipulates that the material is copyrighted and they may not make copies by any means for any use.

11. McGrath TRUE-SPEAK® Online Support Subscriptions: McGrath provides an online resource known as McGrath SUCCEED TRUE-SPEAK Online for the use of participants following the McGrath SUCCEED with TRUE-SPEAK Foundations Course. The SUCCEED TRUE-SPEAK Online subscriptions for all participants will commence at their SUCCEED with TRUE-SPEAK Foundations Course login and end at the expiration of the first year of the Multi- Period Agreement with the County. The County has the option to pay for the participants' subscription after the first year of the subsequent Periods of this Agreement. At the end of the current Agreement, if the County does not enter a new Multi-Period Agreement, subscribers will be invited by McGrath to purchase an individual subscription to continue their SUCCEED TRUE-SPEAK Online Support.

12. Workshop Registration: The County will be responsible for arranging all McGrath SUCCEED with TRUE-SPEAK® Foundations Courses; enrolling the participants, coordinating their registration and attendance, providing the facility and refreshments, and issuing Certificates of Completion to the participants.

13. Graduate Credit: Attendees will be informed by the Local SUCCEED Instructor that graduate credit is available for completion of the SUCCEED with TRUE-SPEAK® Foundations Course from Baker University (1 credit - Course EDC5043). Proper forms will be available to the School District upon request of McGrath.

14. Termination for Unsatisfactory Performance or Conduct: McGrath may terminate Local SUCCEED Instructors certification based on persistent unsatisfactory performance or the misconduct of the Local SUCCEED Instructor, in the arrangement for or delivery of the SUCCEED with TRUE-SPEAK® Foundations Course or any session related to the McGrath SUCCEED System.

15. Restrictions on Local SUCCEED Instructors:
 - A. When a Local SUCCEED Instructor is no longer employed by the County and wishes to continue to train the McGrath SUCCEED with TRUE-SPEAK® Foundations Course, that individual must contact McGrath immediately and independently negotiate a separate license agreement with McGrath before they are authorized to train.

 - B. The provisions applying to the ownership and non-disclosure of the McGrath Copyrighted works and the McGrath SUCCEED with TRUE-SPEAK® System will remain in effect even after expiration or termination of this Agreement.

17. No Resale or Transfer: Payment of the License Fee and/or the materials fees does not constitute a purchase of the intellectual property rights associated with the Copyrighted McGrath Materials and/or the McGrath SUCCEED with TRUE-SPEAK® System.

A. Further, the right of the County and/or Local SUCCEED Instructor to use said materials is not transferable. The County and/or Local SUCCEED Instructor is not authorized to sell, lease or transfer the McGrath Copyrighted Materials, Participant manuals, or McGrath SUCCEED with TRUE-SPEAK® System, or any portions thereof, to individuals or other organizations for commercial gain or for any other purpose.

B. The County and/or Local SUCCEED Instructor agree not to incorporate McGrath materials, videos, exercises, or concepts into any training that is not delivered under the auspices of McGrath without the express written consent of McGrath.

C. Violation of these terms and conditions shall constitute a breach of this agreement and/or violation of State and Federal copyright laws.

18. Relationship of Parties: It is understood and agreed that McGrath and the County are separate entities engaged in independent businesses and, except as provided herein, each shall bear all the costs and expenses incurred in the performance of their respective duties under this Agreement. Neither McGrath nor the County nor any respective agent or employee of either, including the Local SUCCEED Instructor, shall be regarded as an agent or employee of the other party to this Agreement. Neither party to this Agreement shall have the right or authority to make any promise, guarantee or representation or to assume, create or incur any liability or other obligation of any kind, expressed or implied, against or in the name of or on behalf of the other.

19. Schedule A: The following Schedule A summarizes the required minimum quantities purchased under this Multi-Period Agreement with the associated costs.

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Schedule A of 4-Year Contract

			Period - 1	Period - 2	Period - 3	Period - 4
SUCCEED with TRUE-SPEAK® Foundations Training			30	0	0	0
McGrath TRUE-SPEAK® Instructors – Trained previously			0	0	0	0
Minimum Training Goal (invoice based on actual ordered materials) Participants to be trained by Local SUCCEED TRUE-SPEAK Instructors			5	5	5	5
	Standard Pricing	Multi-Period Pricing	Period 1 7-1-15 to 6-30-16	Period 2 7-1-16 to 6-30-17	Period 3 7-1-17 to 6-30-18	Period 4 7-1-18 to 6-30-19
SUCCEED with TRUE-SPEAK Foundations Course conducted by McGrath Training Systems	\$495		12,000 + expenses	0	0	0
TOT Program to become a Certified Local SUCCEED TRUE-SPEAK® Instructor Includes: Instructor Manual, TRUE-SPEAK Cue Card, Participant Manual, SUCCEED Online for Period 1		\$3,000 per new person \$2,000 to recertify after 4 years	3	0	0	0
SUCCEED Online Support — Yearly Renewal for Instructors (TOT Instructors trained in Period-One receive SUCCEED TRUE-SPEAK Online Support)	1 Instructor for County 2014-2015 through 2017-2018	\$40 per person per year	\$0	\$120	\$120	\$120
Annual Site License Fee		\$250 per Yearly	\$250	\$250	\$250	\$250

SUCCEED with TRUE-SPEAK Participant User License & Materials - instructed in SUCCEED with TRUE-SPEAK Foundations by Local SUCCEED Instructor Includes: Participant Manual, TRUE-SPEAK Cue Card, TRUE-SPEAK Online 1 st year	Based on Minimum of 5 – Actual participants trained will be billed each period	\$195 per person	Minimum Participants 5 @ \$195 975	975	975	975
SUCCEED w/ TRUE-SPEAK Online Yearly Subscription - Participants trained receive TRUE-SPEAK Online Support subscription for 1 year		\$40 per person after initial year	0	Per order	Per order	Per Order
Total Minimum Fees						

21. Mediation and Arbitration Clause: Should any dispute arise between the parties hereto, related to this Agreement of the rights or duties of either party hereto, or the transactions contained herein, then the parties will confer in good faith in an attempt to agree on a mediator within ten (10) days from the request of either party to the other to do so and they will engage in the process of mediation in good faith. The parties will share the expense of the mediator equally. If the dispute is not resolved, or if the parties are not able to agree on a mediator within twenty (20) days, then the dispute will be settled by binding arbitration upon the written notice of either party to the other requesting arbitration. In the event that the parties cannot agree upon an Arbitrator within 30 days, then either party may petition the Superior Court for the appointment of an Arbitrator. The Arbitrator will hold the arbitration under the rules of the organization of which the Arbitrator is a member, or as agreed by the parties and if there is no agreement, as ordered. The arbitrator may apportion the costs and expenses of the arbitration proceeding, including counsel fees and arbitrator fees, between the parties in such manner as the arbitrator deems just. The decision of the Arbitrator is final and binding on both parties for any and all purposes, and judgment upon and enforcement of the award may be obtained in the court having jurisdiction.
22. 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 impaired thereby.
23. 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.
24. Merger Clause: This Agreement constitutes the entire agreement between the parties and replaces any and all previous contracts, whether verbal or in writing, between the parties. 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 the parties have read this Agreement, understand it, and agree to be bound by its terms and conditions.

25. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. IN WITNESS WHEREOF, this Agreement is executed by the parties on the date here written,

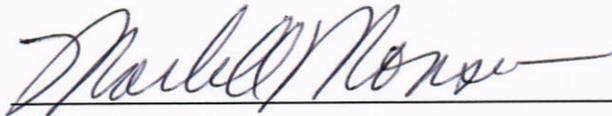
September 24, 2015

McGrath Training Systems
Tax ID. # 777-0359199

Woodbury County Board of Supervisors



Signature



Signature

Mary Jo McGrath

Name: Mark Mondon

Chief Executive Officer

Title: Chairman, Board of Supervisors
September 29, 2015