

AGREEMENT BETWEEN
THE WILLIAMSON COUNTY SHERIFF'S OFFICE
AND
NORTHWESTERN UNIVERSITY CENTER FOR PUBLIC SAFETY

THIS AGREEMENT entered into by and between the WILLIAMSON COUNTY SHERIFF'S OFFICE, (hereinafter referred to as the "Host Agency"), acting by and through Williamson County, Texas (hereinafter referred to as the "County") and Northwestern University on behalf of the Center for Public Safety, 1801 Maple Avenue, Evanston, Illinois 60208 (hereinafter referred to as "NUCPS").

This Agreement is based on information presented herein submitted by NUCPS to the Host Agency to conduct the School of Police Staff and Command (hereinafter referred to as the "SPSC") at the Williamson County Sheriff's Office-Deputy A.W. Grimes Law Enforcement Training Center is located at 8160 Chandler Road, Hutto TX 78634 (hereinafter referred to as the "Training Center").

WITNESSETH

In consideration of the mutual promises, covenants, and representations herein contained, the parties hereto agree as follows:

I. PERFORMANCE, TERMINATION AND TUITION

- 1.1 The period of performance for this Agreement shall be from April 11, through July 1, 2022 unless amended by written mutual agreement.
- 1.2 This Agreement may be terminated for cause or convenience by either party upon thirty (30) days written notice to the other party.
- 1.3 In the event the work under this Agreement is terminated, in whole or in part, by the Host Agency, the Host Agency shall reimburse NUCPS for all tuition owing by Host Agency that is incurred through the date of termination.
- 1.4 Tuition for the course shall be \$4600 per student. The Host Agency shall be entitled to one free seat for hosting the class after 25 paid registrations for a total enrollment of 26. Thereafter, the Host Agency is entitled to two free seats after 30 paid registrations for a total enrollment of 32, 3 free seats after 35 paid registrations for a total enrollment of 38 and 4 free seats after 40 paid



registrations for a total enrollment of 44. Total enrollment will not exceed 45 students.

II. THE HOST AGENCY AGREES

- 2.1 To advise all candidates of the local details pertaining to the program schedule, dates, and accommodations. All participants in the school will be public safety personnel with at least two years of supervisory experience who are capable of successfully completing undergraduate university work at the junior-senior level. The minimum enrollment in the class must be at least 25.
- 2.2 To make arrangements for suitable classroom space, breakout rooms or areas, internet service in the classroom accessible to all students simultaneously, and audiovisual equipment (e.g., an overhead projector, screen, a projection device for PowerPoint presentations, a microphone, chalkboard/whiteboard, easel and paper, and podium), to accommodate the participants and instructors. Such facilities and equipment are to be provided without financial obligation to NUCPS.
- 2.3 Assign a contact person at the training facility who is not a member of the class to assist NUCPS, as needed, with the following activities:
 - assist NUCPS staff with the setup of the classroom on the day before the first class,
 - distribute instructional materials to NUCPS instructors, if needed,
 - inform NUCPS of student requests,
 - provide limited clerical assistance, reproduction capabilities, and other assistance for NUCPS instructors as needed,
 - mail materials to NUCPS, if needed,
 - monitor exams when a NUCPS instructor is not available, and
 - assist the Course Director with guest registration at graduation.

III. NUCPS AGREES

- 3.1 To present the SPSC at the Training Center on mutually acceptable dates.
- 3.2 To deliver the SPSC based on the course topics identified on our website.



- 3.3 To make all arrangements for selecting and obtaining instructors, preparation of instructor outlines, scheduling and coordination of instructor activities, and all other arrangements pertaining to instructor transportation and lodging.
- 3.4 To have full responsibility for conducting lectures, discussions and work project sessions, and examinations for the course.
- 3.5 To prepare all necessary training aids and provide each registered course participant with course reference materials pertinent to the subject areas to be covered.
- 3.6 To provide the Center for Public Safety's certificate of successful completion to each student who fulfills the requirements of the course.
- 3.7 To provide a graduation luncheon on the last day of the program at no additional cost the Host Agency.
- 3.8 To provide student grades to the chief executive of each sponsoring agency if the student has signed a "Student Authorization to Release Education Information" form.
- 3.9 To take the registrations for the course and collect payment from all students for tuition.

IV. PERSONNEL

- 4.1 NUCPS will provide qualified personnel to deliver the instruction required for the completion of the School of Police Staff and Command. NUCPS will also provide transportation and lodging for said instructors.

V. RELATIONSHIP

- 5.1 NUCPS shall perform the work under this Agreement as an independent contractor and agrees that the Host Agency is free from all liability and damages resulting from or arising out of NUCPS willful misconduct or neglect in the performance or activities hereunder.

VI. MISCELLANEOUS



- 6.1 NUCPS agrees that County 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 NUCPS which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. NUCPS agrees that County shall have access during normal working hours to all necessary NUCPS facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. County shall give NUCPS reasonable advance notice of intended audits. Except that all documents or records subject to FERPA shall not be released without the appropriate release from the student who is the subject of said document or record.
- 6.2 Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 6.3 Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, NUCPS shall furnish the County with documentation of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- 6.4 County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County 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 County'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. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice



to evidence the amount claimed to be due, County shall notify NUCPS of the discrepancy. Following County's notification of any discrepancy as to an invoice, NUCPS must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

6.5 Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

VII. ENTIRE AGREEMENT

7.1 This instrument contains the entire Agreement between the parties hereto. This Agreement may be amended only in writing and only with the authorized signatures of both parties. No verbal agreement, conversation, or representation by or between any officer, agent, or employee of the parties hereto, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained.

IN WITNESS WHEREOF, the Host Agency and NUCPS have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first written below.

Williamson County Sheriff's Office
Acting by and through, Williamson
County, Texas

Northwestern University Center for Public Safety

Signature

Michelle Camden

Signature

Name and Title

Michelle Camden, Deputy Director

Name and Title

Date

7/28/21

Date

