

## Training Agreement

February 19, 2021

This Agreement for Training Services (herein referred to as the Agreement) is entered in to by The Graceland College For Professional Development DBA SkillPath (herein referred to as SkillPath) and the County of El Paso (herein referred to as the County). Thank you for choosing Corporate Strategies by SkillPath for your current training needs. Please take a moment and review this Letter of Agreement. We have already begun the necessary steps to ensure a successful training experience for you and your associates.

The parties agree that SkillPath will provide training services to the County as specified below:

Training Event #	Topic	Date	Time	Attendees	Event Price
	Successfully Managing Remote Workers	Wednesday, February 3, 2021	9:00AM-11:00AM	200	\$5,000.00
	Balancing Your Work Priorities and Life Responsibilities	Tuesday, February 16, 2021	9:00AM-11:00AM	200	\$5,000.00
	Critical and Strategic Problem Solving	Tuesday, June 22, 2021	1:30PM-3:30PM	200	\$5,000.00
	Embracing Change	Tuesday, August 24, 2021	10:00AM-12:00PM	200	\$5,000.00
	Balancing Stress in the Workplace	Wednesday, August 25, 2021	10:00AM-12:00PM	200	\$5,000.00
	Time and Task Management for Busy People	Thursday, November 18, 2021	10:00AM-12:00PM	200	\$5,000.00

**Training Location:** Via ZOOM as provided by SkillPath

**Total Training Cost:** \$30,000

**Attendees:** Includes all costs for up to 200 attendees as noted above. Additional attendees may be trained for \$200.00 per participant.

**Training Topics:** SkillPath shall provide training as represented in each of the course descriptions provided to the County and the attached to this agreement as Exhibit 1, Exhibit 2, Exhibit 3, Exhibit 4, Exhibit 5, and Exhibit 6.

**Payment Terms:** The County shall issue payment within 30 days of completion of each training.

**Cancellation:** If the County cancels a training date, the County will be responsible only for actual business costs incurred by SkillPath in preparation for the cancelled training. SkillPath will provide the County a detailed written invoice of actual business costs incurred within 14 business days of the date the County gives SkillPath notice of cancellation for any training.

If SkillPath cancels a training date, SkillPath will be responsible only for actual business costs incurred by the County in preparation for the cancelled training. The County will provide SkillPath a detailed written invoice of actual business costs incurred within 14 business days of the date SkillPath gives the County notice of cancellation for any training.

Neither party will be liable for damages due to cancellation of a training due to Force Majeure. For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance not within the reasonable control of the Party affected, but only if and to the extent that (i) such circumstance, despite the exercise of reasonable diligence and the observance of standard business practice, cannot be, or be caused to be, prevented, avoided or removed by such Party, and (ii) such circumstance materially and adversely affects the ability of the Party to perform its obligations under this Agreement, and such Party has taken all reasonable precautions, due care and reasonable alternative measures in order to avoid the effect of such event on the Party's ability to perform its obligations under this Agreement and to mitigate the consequences thereof.

**SkillPath Contracted Trainers and Materials:** County of El Paso agrees not to enter into any direct contract with SkillPath trainers. County of El Paso also agrees to contact a SkillPath representative to coordinate any and all future work with SkillPath trainers. Additionally, the training materials and content are the property of Corporate Strategies by SkillPath. County of El Paso

a division of the Graceland College Center for  
Professional Development and Lifelong Learning, Inc.

acknowledges that the copyright, interest in and title to the training materials and content and any trademarks or service marks relating thereto remain with SkillPath. Neither County of El Paso nor its authorized users shall have the right, title or interest in the training materials and content except as expressly set forth in this Agreement. This document serves as a binding contract between SkillPath and County of El Paso.

If any information contained in this confirmation is incorrect, or if you have any questions, please contact me immediately at lpiane@skillpath.com or call me at (913) 677-6255. We look forward to working with you on this important training initiative.

**Contingent Funding Availability Clause**

SkillPath acknowledges that the County is a political subdivision of the State of Texas, and as such adopts its budget according to the laws of the State of Texas for a period of one year beginning on October 1st and terminating on September 30th of each year. In the event that the County does not intend to include sufficient funds in its next annual budget, in any fiscal year during the term of this Agreement, for the payment of its obligations hereunder, the County may terminate this Agreement without penalty or further payment, upon 30 days written notice to SkillPath, to be effective on September 30th of the then current fiscal year.

**Verification**

SkillPath verifies that it does not boycott Israel and will not boycott Israel for the term of this Agreement, in compliance with Texas Government Code Sec. 2270.002

IN WITNESS WHEREOF, the parties execute this Agreement:

ATTEST:

**THE COUNTY OF EL PASO**

\_\_\_\_\_  
County Judge Ricardo Samaniego

By \_\_\_\_\_ Date \_\_\_\_\_ vfr

Approved as to form:

**The Graceland College for Professional Development DBA SkillPath**

\_\_\_\_\_

By Michele Markey Date: 2/19/2021

(Signor must have legal authority to bind corporation)

Assistant County Attorney

(name) Michele Markey

(title) CEO