

**AGREEMENT BETWEEN THE FLORIDA 911 COORDINATORS ASSOCIATION
AND THE TIM GUNDLACH RESOURCE AGENCY FOR PROVIDING REGIONAL
TRAINING AND PLANNING MEETINGS**

THIS AGREEMENT is made and entered by and between, the Florida 911 Coordinators Association, Inc., a 501(c)3 organization conducting business within the State of Florida, heretofore referred to as the "Association," and the TGundlach Resource Agency, a privately owned company, heretofore referred to as "TGRA." Hereafter, the Association and TGRA are collectively referred to as the Parties.

WITNESSETH:

WHEREAS, the Parties agree that compensation for payment of services rendered is based solely on reimbursement by the State of Florida E911 Board;

WHEREAS, the Parties agree that the Association will not fund any meeting or training nor will the Association pay or reimburse TGRA for any expenses;

WHEREAS, The State of Florida E911 Board, by virtue of 365.172(6)(a)13 FS, supports coordination and support for educational opportunities related to E911 issues for the E911 community.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated into and made a part of this Agreement, and the mutual agreements and covenants herein contained, the Parties agree as follows:

1. Term

After execution by the Parties, this Agreement shall commence and become effective, and continue for a term of 365 days, unless replaced, amended or superseded by another agreement. This agreement will automatically renew with the same terms and conditions as outlined within unless either party objects within sixty (60) days of the last signature date by either party.

2. Payment

TGRA agrees to a payment not to exceed an amount of \$3,000 for each training or planning meeting. TGRA understands that payment may be permanently withheld if a meeting is cancelled with little or no notice due to a local, regional, statewide or national emergency event.

3. Duties of TGRA

- 3.1. Prepare and disseminate an agenda a minimum of 75 days before a scheduled meeting
- 3.2. Follow the guidance as outlined in Florida Rule 60FF1-5.012, *Training/Regional Planning Reimbursement*
- 3.3. Coordinate with the Association for a date, time, and location and meeting type (onsite or virtual)
- 3.4. For on-site meetings, provide a working lunch for all attendees at no additional

cost

- 3.5. Ensure and agenda, discussions, presentations, and demonstrations are in concert with E911 Board strategic initiatives as outlined in the most recent E911 Board Annual Report
- 3.6. Schedule and manage invitations to all 911 Coordinators within a region as well as DMS 911 staff
- 3.7. For on-site meetings, ensure 911 Coordinators have priority seating
- 3.8. For virtual meetings, ensure 911 Coordinators have camera and microphone priority
- 3.9. At the conclusion of regional meetings conducted for a particular period (monthly, quarterly, etc.) prepare one all-encompassing invoice and submit to DMS for direct payment to TGRA for services rendered on behalf of the FL911CA. A copy must be provided to the FL911CA President / Vice President
- 3.10. Within 15 days of conclusion of any regional training or planning meeting, publish meeting minutes (onsite) or provide a link to the recorded session (virtual) to the President of the Association, which must include as a minimum
 - 3.10.1. List of attendees
 - 3.10.2. A copy of any presentation or handout(s)
 - 3.10.3. A summary of discussions
 - 3.10.4. A list of *actions due*, if any, with expected due date, assigned to, and topic; as an example, County Coordinator A advised they will research topic X and distribute the results not later than [date]

4. Duties of the Association

- 4.1. Assist with acquiring a meeting place, as needed
- 4.2. Follow the guidance as outlined in Florida Rule 60FF1-5.012, *Training/Regional Planning Reimbursement*
- 4.3. Within 30 days of receipt of the invoice submitted by TGRA, if delinquent, TGRA will notify the FL911CA of such and request support to query DMS on the status of the payment(s) to TGRA
- 4.4. Remain available to the needs and reasonable expectations of TGRA as it relates to coordination of meeting locations and topics
- 4.5. Have a member of the Association Executive Board of Directors attend each training or planning meeting, and if not feasible, coordinate with a Florida Chapter of NENA Regional VP to attend on behalf of the Association

5. Default and Termination

The failure of either party to comply with any provision of this Agreement will place that party in default. The party claiming default will notify other party in writing. This notification will make specific reference to the provision which gave rise to the default. The defaulting party will have (7) days to cure the default or to submit a plan to cure acceptable to the other party. Neither party may terminate this Agreement for convenience (i.e., without cause).

6. Assignment of Interest

Neither party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement without prior written consent of the other party.

7. Amendments

The Parties may amend this Agreement only by mutual written agreement that is

executed by both Parties.

8. Construction

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement.

9. Entire Agreement

This Agreement constitutes the entire agreement and supersedes all prior written or oral understandings or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

Florida 911 Coordinators Association

TGundlach Resource Agency

By: 

Name: A. Keith Godwin
Title: President, FL 911 CA

Date: 2 July 2020

By: 

Name: Timothy B. Gundlach
Title: President, TGRA

Date: 7-2-20

