

**COLLIN COLLEGE
PUBLIC SAFETY TRAINING CENTER
TRAINING AGREEMENT**

Contract # 18-00001

This is a TRAINING AGREEMENT between Collin County Community College District (hereinafter "Collin College"), a legally constituted college district located within Collin County, Texas, and Collin County (hereinafter "Training Provider"). The purpose of this Agreement is to provide for the following training through Collin College subject to the terms and conditions hereof:

Course Number/Title/Number of Hours: **Number of Deliveries/Training Date(s):**

Range "A" Facility Usage 3 – 8 Hour Sections 3 Section: October 22nd, October 23rd and October 25th

COLLIN COLLEGE SHALL:

1. Provide the necessary instruction area at Collin College Public Safety Training Center, McKinney, Texas, including the classroom and other facilities reasonably necessary for the completion of the course as outlined in the course curriculum and otherwise agreed to by both parties (collectively, the "Facilities").
2. Conduct course registrations and provide administrative support for the program delivery/deliveries of the training program(s) listed above and delivered on the date(s) shown above.
3. Provide a Texas Commission on Law Enforcement Officer Standards and Education (TCOLE) licensed coordinator of record for this course and ensure instructional quality control of the training in accordance with the minimal TCOLE training and facility standards. As such, Collin College reserves the right to approve or reject any instructor and to remove any instructor from the program or Facilities at any time, as determined by Collin College in its sole discretion.
4. Provide a copy of or access to the Collin College PSTC orientation, policy, procedures, and guidelines for faculty/staff, instructors, students, and program participants. Collin College reserves the right to remove any faculty/staff, instructors, students, and program participants from the program or Facilities at any time in the event of a violation of any such orientation, policy, procedures, or guidelines, as determined by Collin College in its sole discretion.
5. Maintain required records evidencing each student's participation in the course and course compliance with TCOLE training standards including a record of or access by TCOLE to lesson plans, learning objectives, exams, instructor biographies and other administrative data required by Collin College, TCOLE, and any other applicable local, state, or federal governmental regulatory body.
6. Retain authority over the Facilities at all times.
7. Submit a completed roster to TCOLE for the course which serves as a basis for awarding TCOLE training points to the students who successfully complete the course.
8. Review all marketing material that references Collin College and reserves the right to approve or reject any marketing materials Collin College deems inappropriate, offensive, or inconsistent with the overall vision, mission and values of Collin College or the Public Safety Training Center.
9. Provide an invoice in the amount of \$ 500.00 for each section offered by Training Provider.

TRAINING PROVIDER SHALL:

1. Ensure that all instructional personnel shall be qualified in the specific area of training, and provide Collin College with a copy of the instructor's credentials in the form of certificates, resume, biographical summary or other documentation required or requested by Collin College and subject to review and approval by Collin College and/or TCOLE. Training Provider shall ensure that all instructors will adhere to all applicable policies, procedures, and guidelines as prescribed by Collin College.

2. Ensure that all students meet the minimal course enrollment standards.
3. Provide a copy of the pre-established learning objectives and all of the designated course materials, including handouts, training manuals, and similar materials to the students and program participants.
4. Provide validation and documentation of all students' presence in class through the use of a daily sign-in roster, and disallow course completion and TCOLE credit for those students failing to meet the minimal attendance standards set by TCOLE.
5. Provide Collin College with a digital copy of all instruction and instructional materials for this course including curriculum, course outline, syllabus, PowerPoint presentations handouts, and other training materials (may be in PDF format). For those **MATERIALS DECLARED PROPRIETARY** a secured copy of the materials **OR A LETTER** guaranteeing access by TCOLE to any and all course materials and training records requested or required for a TCOLE training audit or academy review process prior to beginning of class. Such materials shall be provided in either hard copy or digitally at the request of Collin College or TCOLE.
6. Administer course assessments at the conclusion of the course as required by Collin College and in accordance with the minimal TCOLE standards, and provide documentation of the results to Collin College. All students must achieve a passing score to receive credit for the course.
7. Make payment in full upon receiving an invoice from Collin College.
8. Ensure all the Public Safety Training Center course evaluations are completed and returned to Collin College.
9. Ensure that the Facilities are not damaged and shall pay any and all costs and expenses incurred by Collin College in the repair of any damages caused by Training Provider, its agents, servants, officers, employees and other parties for whom Training Provider is responsible (including any students and/or program participants).
10. Remove from the Facilities all trash, debris, equipment, and any other personal property left at the Facilities by Training Provider, its agents, servants, officers, employees and other parties for whom Training Provider is responsible (including any students and/or program participants).
11. Acknowledge and agree that Collin College is not providing any guarantee, representation or warranty, and Collin College hereby disclaims any guarantee, representation or warranty: (i) of the condition or suitability of the Facilities, in whole or in part; or (ii) that the personal property of Training Provider, its agents, servants, officers, employees and/or other parties for whom Training Provider is responsible (including any students and/or program participants) will not be damaged, stolen or in any other way compromised while the same is located on the Facilities.
12. Comply with all federal, state and local laws, statutes, ordinances, regulations and policies, as they exist, may be amended or in the future arising, applicable to Training Provider and the course. Training Provider shall ensure that its agents, servants, officers, employees and/or other parties for whom Training Provider is responsible (including any students and/or program participants) comply with all applicable laws, statutes, ordinances, regulations and policies.
13. Irrevocably license Collin College, its agents, servants, officers and/or employees (a) the right to make photographs and/or video and/or audio recordings of the course and instruction; and (b) the right to edit, broadcast and/or transmit such photographs and recordings in all manners, formats and media now known or hereafter devised in perpetuity in such manner and to such extent as Collin College may desire. All rights of every kind in such photographs and recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned in perpetuity by Collin College. Collin College shall not be obligated to make any actual use of such photographs or recordings. The copyright to all Collin College materials either produced as a result of this Agreement or pre-existing this Agreement shall belong to Collin College, or are otherwise limited as by copyright law. Training Provider may not use, copy, or modify materials without the written consent of Collin College.
14. Ensure that Training Provider's agents, servants, officers, employees and other parties for whom Training Provider is responsible (including any students and/or program participants) who are participating in the course at the Facilities complete, sign and return to Collin College the Liability Release and Hold Harmless Agreement attached hereto as Exhibit A.

[4 pages attached hereto]

GENERAL PROVISIONS:

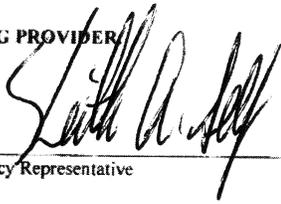
1. If a class must be canceled because of severe weather or other unforeseen circumstances, it may be rescheduled or cancelled at no cost to either party as is mutually agreeable to both parties.
2. Training Provider and Collin College agree that each party shall operate as an independent contractor and neither is the agent, servant, officer and/or employee of the other and, that nothing in this Agreement creates, grants, or assigns rights or responsibilities to act as a joint venture, partnership, or agent one to the other, and further that this Agreement will not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee, borrowed servant or joint enterprise relationship by and among the parties.
3. Liability or damages are addressed as follows:
 - a. Comparative Responsibility Laws. Collin College and Training Provider agree that any liability or damages as stated above occurring during the performance of this Agreement and caused by the joint or comparative negligence of Collin College or Training Provider, or their respective agents, servants, officers and/or employees shall be determined in accordance with the Comparative Responsibility Laws of the State of Texas.
 - b. No waiver of Tort Claims Protections. Nothing in this Agreement waives any immunity, protection, right, limitation or cap on damages, as recognized in the Texas Tort Claims Act as to either of the parties, or as to any third party.
 - c. To the maximum extent allowed by law, Training Provider agrees to defend and indemnify and be responsible for any liability or damages as a result of claims, demands, costs, or judgments, including reasonable attorney fees, arising out of the Training Provider's performance of this Agreement, or arising from any accident, injury or damage, whatsoever, to any person or persons, or to the property of any person(s) or corporation(s) occurring during the performance of the Agreement and caused by the negligence or other wrongful acts or omissions of the Training Provider, its agents, servants, officers and/or employees.
 - d. The obligations in this section shall survive termination of this Agreement.
4. Force Majeure. It is expressly understood and agreed by the parties to the Agreement that if the performance of any obligations hereunder is delayed by reason of war; civil commotion; acts of God; inclement weather; governmental restrictions, regulations, or interferences; fires; strikes; lockouts; national disasters; riots; material or labor restriction; transportation problems; or any other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement shall be extended for a period of time equal to the period such party was delayed.
5. Applicable Law and Venue.
 - a. Texas laws apply. This Agreement shall be construed in accordance with the laws of the State of Texas.
 - b. Venue. Should any action, whether real or asserted, at law or in equity, arise out of the execution, performance, attempted performance or non-performance of this Agreement, venue for said action shall lie in Collin County, Texas or the United States District Court of the Eastern District of the State of Texas.
6. Entire Agreement. This Agreement contains all representations, understandings, contracts and agreements between the parties regarding the subject matter of this Agreement. This Agreement supersedes all oral or written previous and contemporaneous agreements, writings, understandings, representations or contracts between the parties regarding the subject matter of this Agreement. This Agreement in no way modifies or supersedes any document executed by the parties prior to the Effective Date of this Agreement which does not concern the subject matter of this Agreement. No amendment to this Agreement shall be made except on the written agreement of the parties, which shall not be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

7. Assignment. This Agreement shall not be assigned without the written consent of both parties.
8. Authority to Execute. Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
9. Savings/Severability. In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
10. No Third Party Beneficiaries. The parties do not intend that this Agreement be construed as creating any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
11. Multiple Counterparts. This Agreement may be executed in two or more identical counterparts, each of which is deemed an original but all constitute one and the same instrument. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
12. The parties acknowledge and agree that in order for Collin College to offer Continuing Education Units (CEU's), Collin College must comply with its internal policies and regulations, the rules and guidelines of the Southern Association of Colleges and Schools Commission on Colleges, the Texas Higher Education Coordinating Board, and the State of Texas. In the matters of curriculum and instruction, the College must be able to demonstrate it is in sole and complete control of the curriculum and the instructor with "sole and complete control" defined to mean the College has the authority and right to establish, review, and modify, if appropriate, the curriculum, to approve/disapprove any instructors(s) and to cause an instructor to be removed from the teaching and learning environment, if appropriate. The signature of the undersigned indicates Agreement with, and acceptance of, these requirements.

----- End / Signature Page Follows -----

SIGNATURE PAGE:

FOR TRAINING PROVIDER:



Authorized Agency Representative

Date

10/19/18

FOR COLLIN COUNTY COMMUNITY COLLEGE DISTRICT:



Director of the Law Enforcement Academy

Date

10/17/18



Vice President of Administration/CFO

Date

10/17/18

Exhibit A
Liability Release and Hold Harmless Agreement

[*1* pages attached hereto]

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

I, _____ (print name), the undersigned ("Releasor"), being over the age of 18, have voluntarily chosen to access, use and/or participate (collectively, the "Activities") in, on and/or at property owned or controlled by Collin College, including the Collin College Public Safety Training Center (collectively, "Property"). I fully understand that my participation in the Activities, whether conducted in, on and/or at the Property or otherwise, may result in serious injury, illness and/or death and/or damage to property, and that I may be asked to cease participation in the Activities at any time asked and/or to leave the Property at any time. Although I appreciate these risks, I desire to participate in the Activities without regard to the consequences. I assume full and complete responsibility for any injury, accident, incident and/or activity that may occur to me or my property in my participation in the Activities and/or use of the Property. I also assume full and complete responsibility for any injury, accident, incident and/or activity that may occur to any person or property arising out of any act or omission by me in my participation in the Activities and/or use of the Property.

IN CONSIDERATION FOR THE PRIVILEGE TO USE THE PROPERTY AND/OR TO PARTICIPATE IN THE ACTIVITIES, I HEREBY AGREE TO RELEASE, ACQUIT, HOLD HARMLESS, PROMISE NOT TO SUE, FOREVER DISCHARGE AND WAIVE ANY AND ALL CLAIMS THAT I MAY, NOW OR LATER, HAVE AGAINST COLLIN COLLEGE, ITS BOARD MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, MEMBERS, HEIRS, LEGATEES, ADMINISTRATORS, EXECUTORS AND ASSIGNS, IN WHOLE OR IN PART, IN BOTH THEIR PRIVATE AND PUBLIC CAPACITIES (COLLECTIVELY, "RELEASEES"). THIS SHALL INCLUDE THE RELEASE OF ANY AND ALL ACTIONS, CAUSES OF ACTIONS, CLAIMS, DEMANDS, DAMAGES, LAWSUITS, COSTS, LOSS OF SERVICES, EXPENSES AND COMPENSATION, WHETHER KNOWN OR UNKNOWN, ON ACCOUNT OF, OR IN ANY WAY ARISING OUT OF OR CONNECTED IN ANY MANNER WITH MY USE OF THE PROPERTY AND/OR PARTICIPATION IN ANY OF THE ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, LIABILITY, DAMAGES, INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LEGAL FEES AND/OR COSTS CAUSED BY OR RELATED TO ANY NEGLIGENT OR INTENTIONAL ACT OF ANY RELEASEE.

IN CONSIDERATION FOR THE PRIVILEGE TO USE THE PROPERTY AND/OR TO PARTICIPATE IN THE ACTIVITIES, I HEREBY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS RELEASEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENT, GROSSLY NEGLIGENT OR INTENTIONALLY WRONGFUL ACT OR OMISSION OF ME OR MY PARTNERS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEEES, TRUSTEES, LICENSEES, INVITEES OR ANY OTHER THIRD PARTY FOR WHOM I AM LEGALLY RESPONSIBLE, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF RELEASEES, ARISING OUT OF MY PARTICIPATION IN THE ACTIVITIES AND/OR USE OF THE PROPERTY.

I declare and represent that in making this release:

- (1) I rely wholly upon my own judgment, belief and knowledge of the nature of my decision to participate in the Activities and to use the Property; and
- (2) I have not been influenced to any extent whatsoever in making this release by any representations or statements made by any of the Releasees; and
- (3) I recognize and acknowledge that the Releasees, individually and/or collectively, make no warranties, express or implied, as to the Activities or the Property; and
- (4) I recognize and agree that while using the Property and/or participating in the Activities, I will not be an agent, servant or employee of Collin College, and I will not be covered by Collin College for any benefits, including, but not limited to, worker's compensation and/or death and/or disability benefits.

It is my express intention in signing this release to bind myself, my executors, my administrators, my heirs, my legatees and my assigns. This release is for the benefit of the Releasees and all others who may be liable to me for any damage, harm and/or injury to me (including death) or property arising out of my participation in the Activities or my use of the Property.

It is further agreed that the execution of this release and acceptance of the same shall not constitute a waiver by the Releasees of their governmental immunity and/or any other defense they may have at law or equity. Acceptance of this release by Collin College is not to be construed as an admission of any liability whatsoever by any of the Releasees.

I, the undersigned, have carefully read the foregoing and know and understand the contents thereof. I sign this release voluntarily as my own free act, with full knowledge of its significance, intending to be legally bound thereby.

Print Releasor's Name	Releasor's Signature	Date
Agency	City	State
		Zip Code