

**COLLIN COUNTY COMMUNITY COLLEGE DISTRICT
PUBLIC SAFETY TRAINING CENTER – LAW ENFORCEMENT
RENTAL AGREEMENT**

This Public Safety Training Center Rental Agreement (“**Agreement**”) is entered into by and between Collin County Community College District, a Texas public junior college with a principal address of 3452 Spur 399, McKinney, Texas 75069 (“**Collin College**” or “**District**”), and Collin County, Texas (“**Lessee**”),

and is effective for all purposes on the date the last Party to this Agreement signs below (“**Effective Date**”). Lessee and Collin College are referred to individually as a “**Party**” and collectively as the “**Parties**.”

Collin College and Lessee agree as follows:

1. **PURPOSE.** This Agreement sets forth the terms and conditions under which Lessee is permitted to use Collin College’s Public Safety Training Center Law Enforcement Academy Facilities (“**PTSC**”) classrooms, reality based training center, defensive tactics rooms, Firearms Range, and/or other Law Enforcement facilities (“**PTSC Facilities**”) located at 3600 Redbud Blvd., McKinney, TX 75069.
2. **TERM.** The term of this Agreement will commence on the Effective Date and will continue for a duration of two (2) years (“**Term**”), unless sooner terminated by either Party as provided herein.
3. **PAYMENT TERMS AND INVOICES.** Each use of the PTSC Facilities will be billed to Lessee at the then current rates set by Collin College (“**Fees**”). Fees are subject to change at the sole discretion of Collin College. It is understood Collin College will invoice the Lessee for any PTSC Facilities used and payment of all Fees are due upon receipt of invoice by Lessee. All reservations may be billed/invoiced to Lessee if not canceled in writing by email or other documentable methods at least fourteen (14) days in advance of the use of PTSC Facilities, regardless of whether the PTSC Facilities are used (exceptions will be granted for inclement weather campus closings or PTSC Facilities closures). Sessions exceeding time allotted may incur additional charges. If Lessee is exempt from the payment of taxes, Lessee shall provide Collin College necessary documentation confirming its tax-exempt status. If Lessee disputes any portion of an invoice, Lessee shall notify Collin College in writing within 5 business days after receipt of an invoice specifying the nature and basis of the dispute in reasonable detail (“**Dispute Notice**”). Upon receipt of a Dispute Notice, both Parties shall engage in good faith efforts to resolve the disputed amount. The Parties may escalate the matter to their respective management teams if necessary. The undisputed portion of the invoice shall remain payable in accordance with the payment terms set forth in this Agreement.
4. **WARRANTIES AND REPRESENTATIONS.**
 - a. **Compliance with Laws and Policy.** Lessee warrants and agrees that Lessee will follow all applicable federal, state, and local laws, rules, regulations, and ordinances. While Lessee is on premises owned or controlled by Collin College, Lessee warrants and agrees that Lessee will remain in compliance with all College Policies, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. For purposes of this Agreement, "College Policies" means Collin College Board of Trustee’s Policies found at <https://pol.tasb.org/PolicyOnline?key=304>. Lessees utilizing PTSC Facilities for the first time are required to attend an orientation meeting to discuss protocols of PTSC Facilities usage.
 - b. **Firearms Range Protocols.** If Lessee will be utilizing Collin College’s firearms range, Lessee agrees to have their designated on-site representative sign and follow all Firearms Range Protocols, as amended from time to time. These Firearms Range Protocols will be provided by Collin College to Lessee and/or their designated on-site representative before the use of PTSC Facilities.
 - c. **Licenses and Certifications.** Lessee will obtain, at its own cost, any applicable approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances.
 - d. **Performance.** Lessee represents that Lessee has the personnel, experience, and knowledge necessary to qualify Lessee for the particular duties to be performed under this Agreement. Lessee warrants that all Services performed under this Agreement will be performed consistent with generally prevailing professional or industry standards.
 - e. **Authority.** Lessee represents and agrees that this Agreement reflects Lessee’s full and correct name and that Lessee is entering into this Agreement in an individual capacity/with authorization on behalf of the named entity.
 - f. **Conflict of Interest.** Lessee represents, and agrees that Lessee presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with Lessee’s performance of the Services hereunder. Lessee further warrants that no relationship or affiliation exists between Lessee and Collin College that could be construed as a conflict of interest with regard to this Agreement.
5. **RELATIONSHIP OF THE PARTIES.** For purposes of this Agreement, and notwithstanding any provision of this Agreement to the contrary, Lessee is an independent contractor and is not an employee, partner, joint venturer, or agent of Collin College. Lessee will make no representation that Lessee is an employee of Collin College.

- 6. PUBLICITY.** Neither Party shall issue, without consent of the other Party, any press release or make any public announcement with respect to this Agreement or relationship between them without written consent. Lessee shall not use Collin College's name, logo, or other likeness in any press release, marketing material, or other announcement without Collin College's prior written approval and in the event of such approval, Lessee shall comply with the Collin College graphic standards manual and style guide as provided by the Collin College Communications Department.
- 7. CONFIDENTIALITY.** Because either Party may have access to information of the other Party that the other Party considers to be confidential or proprietary ("Confidential Information"), each Party will maintain all Confidential Information in confidence and will use it solely in the discharge of its obligations under this Agreement. Nothing herein will be deemed to restrict a Party from disclosing Confidential Information to its employees and subcontractors in the discharge of such obligations. Confidential Information will not include information that (i) is, or becomes, generally known or available through no fault of the, recipient; (ii) is known to the recipient at the time of its receipt from the disclosing Party; (iii) the disclosing Party provides to a third party without restrictions on disclosure; (iv) is subsequently and rightfully provided to the recipient by a third party without restriction on disclosure; (v) is independently developed by the recipient, without reference to the disclosing Party's Confidential Information; or (vi) is required to be disclosed pursuant to a governmental agency, applicable law, or court subpoena, provided the recipient promptly notifies the disclosing Party of such subpoena to allow it reasonable time to seek a protective order or other appropriate relief, at the disclosing Party's sole expense.
- 8. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT ("FERPA").** To the extent applicable that Lessee comes into possession of student educational records, Lessee warrants and represents that it (i) is familiar with the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) and the United States Department of Education regulations promulgated thereunder, (ii) will not use or allow access to personally identifiable information from education records, except in accordance with the requirements established by Collin College; (iii) will not use education records for any purpose other than the purposes contracted hereunder; and (iv) shall ensure compliance with such requirements by itself and any of its contractors or subcontractors. Lessee further warrants that it will ensure that the services provided are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, and will comply with any other applicable statutory right of privacy. These confidentiality rights shall survive the termination of this Agreement.
- 9. ASSIGNMENT.** Lessee's interest in this Agreement (including Lessee's duties and obligations under this Agreement, and the compensation due to Lessee under this Agreement) may not be assigned, delegated, or otherwise transferred to a third party, in whole or in part, without the express written consent of Collin College. The benefits and burdens of this Agreement are assignable by Collin College.
- 10. INSURANCE.** Lessee agrees to purchase or maintain during the Term of this Agreement an insurance policy or policies, providing the following coverages:
- General liability insurance in the amount of at least \$1,000,000/occurrence and \$2,000,000 in the aggregate;
 - Automobile liability insurance of at least \$1,000,000 combined single limit each accident;
 - Worker's compensation insurance in at least the Texas statutory minimum limits, and employer's liability insurance in the amount of \$1,000,000 per claim; and
 - A one million dollar (\$1,000,000.00) insurance policy covering sexual abuse and molestation.
- 11. INDEMNIFICATION.** To the extent permitted by applicable law, the Lessee agrees to indemnify and hold harmless Collin College against any and all claims or alleged claims or demands for damages, including all reasonable expenses incurred, arising from any employees of either Party hereto or to the public, caused directly by Lessee, by any of Lessee's subcontractors, affiliates, invitees, successors, assigns, partners, officers, directors, agents, owners, attorneys, or by anyone directly or indirectly employed by either Party in connection with any alleged negligent act occurring during the execution of this Agreement. Lessee, at its own expense, is expressly required to defend Collin College against any and all such claims. Collin College reserves the right to provide a portion or all of its own defense; however, Collin College is under no obligation to do so. Client will retain defense counsel within seven (7) business days of Collin College's written notice that Collin College is invoking its right to indemnification under this agreement. If Client fails to retain counsel within the required time period, Collin College will have the right to retain defense counsel on its own behalf and Client will be liable for all costs incurred by the Collin College. Any such action by Collin College is not to be construed as a waiver of Client's obligation to defend Collin College or as a waiver of Client's obligation to indemnify Collin College. These indemnification rights shall survive the termination of this Agreement.
- 12. DAMAGES AND REPAIRS.** Lessee shall not cause or permit anything to be done to mar, deface, or otherwise damage the PTSC Facilities. Lessee shall leave the PTSC Facilities in the same condition as the commencement of occupancy. Any damage to the PTSC Facilities caused by the Lessee, beyond reasonable wear and tear as determined in the sole discretion of Collin College, shall be the responsibility of the Lessee and be reimbursed promptly to Collin College.
- 13. FORCE MAJEURE.** Neither Collin College nor Lessee will be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.
- 14. TERMINATION.** Either Party may terminate the Agreement or any applicable Order Documents for the following reasons:

- a. Either Party, by written notice to the other, has the right to terminate this Agreement for any reason or no reason whatsoever upon forty-five (45) days' written notice to the other Party. In that case, neither Party shall have any further obligation under the Agreement and Party agrees to pay Collin College for any services that have been provided as of the date of termination. Collin College may terminate this Agreement immediately by written notice to Lessee if Lessee's use of the PTSC Facilities becomes prohibited by Collin College policy or applicable law.

15. NOTICE. Any notices required under this Agreement will be in writing and sent via certified mail, hand delivery, overnight courier, or e-mail as provided below, and notice will be deemed given if delivered by (i) certified mailed, when deposited, postage prepaid, in the United States mail, or (ii) hand, overnight courier, or (iii) e-mail, when fully transmitted with reasonable confirmation of receipt:

COLLIN COLLEGE:

Collin County Community College District
Attn: Program Director - Fire Science & Law Enforcement
3600 Redbud Blvd
McKinney, TX 75069

LESSEE:

Collin County
Attention: Purchasing Department, Purchasing Agent, Suite 3160
Attention: Administrative Services, County Administrator, Suite 4192
2300 Bloomdale Road
McKinney, Texas 75071

With Copy To:

Collin County Community College District
Attn: Contract Administrator
3452 Spur 399
McKinney, TX 75069
contractadministrator@collin.edu

- 16. ADDITIONAL AND SUPPLEMENTAL TERMS.** Any additional or supplemental terms presented by Lessee shall not change or modify any part of this Agreement, unless specifically agreed to in writing, and are expressly rejected by Collin College.
- 17. SEVERABILITY.** In the event that any provision of this Agreement is later determined to be invalid, void, or unenforceable, the invalid provision will be deemed severable and stricken from the Agreement as if it had never been incorporated herein. The remaining terms, provisions, covenants, and conditions of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
- 18. NO WAIVER.** Nothing in this Agreement shall be construed as a waiver of Collin College's or the State's sovereign immunity. This Agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Collin College or the State. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Collin College or the State under the Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.
- 19. NO PRESUMPTION AGAINST DRAFTING PARTY.** For purposes of this Agreement, each Party hereby waives any rule of construction that requires that ambiguities in this Agreement (including any applicable appendix or exhibit hereto) be construed against the drafter.
- 20. ENTIRE AGREEMENT.** This Agreement, together with any attached exhibits, supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the rental of PTSC Facilities and expresses the entire agreement and understanding between the Parties. Any documents referenced via URLs, "click-through" license agreements, end-user licenses, subscription agreements, terms of use or other terms that may be presented on, through or by the Lessee after signing shall have no force and effect with respect to the Parties or any authorized users. This Agreement cannot be modified or changed by any oral promise made by any person, officer, or employee of either party, nor will any written modification of it be binding on Collin College until approved in writing by authorized representatives of both Collin College and Lessee.
- 21. LIMITATIONS.** COLLIN COUNTY COMMUNITY COLLEGE DISTRICT IS SUBJECT TO CONSTITUTIONAL AND STATUTORY LIMITATIONS ON ITS ABILITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS OF THE AGREEMENT, WHICH MAY INCLUDE THOSE TERMS AND CONDITIONS RELATING TO: LIENS ON COLLIN COLLEGE PROPERTY; DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS, AND LIMITATIONS ON LEGAL RIGHTS, REMEDIES, REQUIREMENTS, AND PROCESSES; LIMITATIONS OF TIME IN WHICH TO BRING LEGAL ACTION; GRANTING CONTROL OF LITIGATION OR SETTLEMENT TO ANOTHER PARTY; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEY'S FEES; AND INDEMNITIES. TERMS AND CONDITIONS RELATING TO THESE LIMITATIONS WILL NOT BE BINDING ON COLLIN COLLEGE, EXCEPT TO THE EXTENT NOT PROHIBITED BY THE CONSTITUTION AND THE LAWS OF THE STATE OF TEXAS.
- 22. GOVERNING LAW & VENUE.** In any lawsuit or legal dispute arising from the operation of this Agreement, the Parties agree that the laws of the State of Texas will govern. Venue for any claim arising out of or in connection with this Agreement or subject matter thereof shall be in the applicable State or Federal District Courts located in or for Collin County, Texas. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum.

23. CONTROL OF BUILDING. Collin College reserves the right to control the management of the PTSC Facilities and to enforce all necessary and proper rules for the management and operation of said premises.

24. DISPUTE RESOLUTION. To the extent that that [Chapter 2260, Texas Government Code](#), is applicable to the Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, will be used by Collin College and Lessee to attempt to resolve any claim for breach of contract made by Lessee that cannot be resolved in the ordinary course of business. Collin College Procurement will examine Lessee's claim and any counterclaim and negotiate with Lessee in an effort to resolve such claims. The parties specifically agree that (i) neither the execution of the Agreement by Collin College nor any other conduct, action or inaction of any representative of Collin College relating to the Agreement constitutes or is intended to constitute a waiver of Collin College's or the state's sovereign immunity to suit; and (ii) Collin College has not waived its right to seek redress in the courts.

25. STATUTORY PROVISIONS.

- a. **Tax Certification.** If Lessee is a taxable entity as defined by [Chapter 171, Texas Tax Code](#), then Lessee certifies it is not currently delinquent in the payment of any taxes due under Chapter 171, Lessee is exempt from the payment of those taxes, or Lessee is an out-of-state taxable entity that is not subject to those taxes, whichever is applicable.
- b. **Payment of Debt or Delinquency to the State.** Pursuant to §§[2107.008](#) and [2252.903](#), *Texas Government Code*, Lessee agrees any payments owing to Lessee under the Agreement may be applied directly toward any debt or delinquency Lessee owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.
- c. **ADDITIONAL STATE STATUTORY REQUIREMENTS FOR BUSINESS ENTITIES.** The following provisions apply to this Agreement, to the extent applicable:

Certification regarding Business with Certain Countries and Organizations. Pursuant to [Subchapter F, Chapter 2252, Texas Government Code](#), Lessee certifies Lessee is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Lessee acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification regarding Boycotting Israel. If the Agreement is subject to [Chapter 2271, Texas Government Code](#), Lessee certifies Lessee (1) does not currently boycott Israel; and (2) will not boycott Israel during the Term of this Agreement. Lessee acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification regarding Non-boycott of Energy Companies. If the Agreement is subject to [Texas Government Code Section 2274.002](#), Lessee hereby represents, verifies, and warrants that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the Agreement.

Certification regarding Non-boycott of Firearms Entity or Trade Association. If the Agreement is subject to [Texas Government Code Section 2274.002](#), Lessee hereby represents, verifies, and warrants that it (1) does not boycott firearms entities or trade associations; and (2) will not boycott firearms entities or trade associations during the term of the Agreement.

Certification regarding SB 17. Lessee acknowledges and agrees to comply with the provisions of Texas Education Code §51.3525 (Senate Bill 17), as applicable. Lessee must not perform duties, conduct training, or engage in activities prohibited for public institutions of higher education under this law. This includes maintaining a Diversity, Equity, and Inclusion ("DEI") office for the institution of higher education; hiring an employee or contractor to perform the duties of a DEI office for the institution of higher education; or designing DEI training, unless it is permitted by law. A breach of this clause is considered a material breach, allowing Collin College to terminate the Agreement immediately without penalty.

Certification Regarding COVID-19 Vaccination. Pursuant to Section 161.0085, Texas Health and Safety Code (enacted by SB 968, 87th Texas Legislature, Regular Session (2021)), Lessee certifies that it does not require a customer to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Lessee's business. Lessee acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

Certification Required by Texas Governor Executive Order GA-48. Pursuant to [Executive Order GA-48 of the Governor of Texas effective November 19, 2024](#), Lessee certifies that it and, if applicable, any of its holding companies or subsidiaries, is not:

- a. Listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA");
- b. Listed in Section 1260H of the 2021 NDAA;
- c. Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4; or

d. Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4

d. **Technology Access; Cybersecurity Training Program.** If Lessee and/or its subcontractors, officers, or employees will have an account on a state computer system (for example, to access a database on that system), then pursuant to [Section 2054.5192, Texas Government Code](#), Lessee and its subcontractors, officers, and employees must complete a cybersecurity training program certified under [Section 2054.519, Texas Government Code](#) and selected by Collin College. The cybersecurity training program must be completed by Lessee and its subcontractors, officers, and employees during the term and any renewal period of this Agreement. Lessee will ensure compliance with the cyber security training program. Lessee shall verify completion of the program to Collin College.

26. CRIMINAL BACKGROUND CHECK. Lessee will submit to a Criminal Background Check (“**Criminal Background Check**”) as/if requested by Collin College, which may include verification of Lessee’s address(es) and social security number. Lessee agrees to provide information and complete documents as/if requested by Collin College for the purpose of a Criminal Background Check. Lessee’s failure to timely submit the requested information or documents may result in Collin College’s termination of this Agreement without further notice to Lessee. Collin College will bear the expense of the Criminal Background Check.

27. NON-DISCRIMINATION. Collin College encourages participation in any solicitation process by small, minority, veteran and female-owned businesses. Both Collin College and Lessee agree not to discriminate on the basis of race, color, religion, sex, national origin, age, disability, veteran status, or any other characteristic protected by applicable law during the Term of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) set forth opposite the signatures of their authorized representatives to be effective for all purposes on the Effective Date written above:

LESSEE:

Signature

Date

Print Full Name / Title

COLLIN COUNTY COMMUNITY COLLEGE DISTRICT:

Signature

Date

Melissa Irby, Chief Financial Officer

Print Full Name / Title