

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

Contract# CCSO2018-19-J

This is a TRAINING AGREEMENT, under the Interlocal Cooperation Act, Gov't Code, chapter 791, 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):

The College and Training Provider enter into an agreement whereupon Training Provider agrees to pay College for tuition, fees, and/or other services as authorized by this agreement. The duration of the agreement, specific costs covered, and amount for which the Training Provider will be responsible are defined below. The agreement duration shall be an as needed and open-ended agreement until one party notifies the other party in writing.

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) as the parties periodically discuss and schedule. .
3. Provide a Texas Commission on Law Enforcement (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 \$ 250 for each 4-hour section offered by Training Provider. Provide an invoice in the amount of \$ 500 for each 8-hour section offered by Training Provider. This provision does not limit the number of students or participants the Training Provider may include in a training section. These fees will fairly compensate Collin College under Gov't Code, § 791.011(e).
10. Guarantee, represent, and warrant that its Facilities are reasonably suitable and safe for the purposes for which Collin College accepts fees under this agreement, including firearms training, defensive-tactics training, and reality-

based training, and that its Facilities meet all applicable building codes and industry standards for the design, construction, and maintenance of firearms ranges, defensive-tactics training facilities, and reality-based training facilities.

11. Comply with all federal, state, and local laws, statutes, ordinances, regulations, and policies, as they exist, may be amended, or may arise in the future, applicable to Collin College and its activities. Collin College shall ensure that its agents, servants, officers, employees, and other parties for whom Collin College is responsible (including any instructors or contractors) comply with all applicable laws, statutes, ordinances, regulations, and policies.
12. Ensure that Collin College's officers, employees, agents, instructors, and other persons for whom Collin College is responsible (including contractors) who are participating in, attending, or observing one of Training Provider's programs or courses at the Facilities complete, sign, and return to Training Provider the Liability Release and Hold Harmless Agreement attached hereto as Exhibit B.

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 full payment under Gov't Code, chapter 2251, 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 by Training Provider's negligence or other legal fault and to pay Collin College's reasonable and actual costs to repair any such damage. Actionable "damage" to Collin College's Facilities does not include wear and tear incident to normal or proper use, or damaged caused by the Facilities', or any part's, failure to meet, in whole or in part, a standard in section 10 of Collin College's duties.
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, other than those listed in section 10 and 11 under Collin College's duties, and Collin College hereby disclaims any other 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. Regardless of Collin College's rights here, the Training Provider reserves the right to approve or disapprove of the use or publication, including by electronic posting on a website or social media, any photograph or video depicting a Training Provider's instructor, employee, agent, representative, student, program participant, or guest that the Training Provider deems inappropriate, offensive, or inconsistent with the overall vision, mission, or values of the Training Provider or the Collin County Sheriff's Office or with any individual's interest in concealing or protecting his or her identity or image (e.g., undercover officers). Collin College will turn over all such photographs, videos, recordings, or images to the Collin County Sheriff's Office or will delete or otherwise destroy them.
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.

OTHER:

1. Each party represents that its signatories have the necessary authority under Gov't Code, § 791.011(d)(1).
2. In the event of a dispute or litigation under, or arising out of, this agreement, each party will bear its own attorney's fees and costs.
3. A party will not sue the other for punitive or exemplary damages or for special or consequential damages. The parties agree that only compensatory damages are recoverable on claims arising under, or related to, this agreement and not punitive, exemplary, special, or consequential damages.
4. Texas law will govern all claims and defenses arising under, or that are related to, this agreement. Courts in Collin County will have exclusive venue.
5. A party who pays a fee under this agreement will make its payment from current revenues available to the paying party within the meaning of Gov't Code, § 791.011(d)(3).

{ 3 pages attached hereto }

SIGNATURE PAGE:

FOR TRAINING PROVIDER:



Authorized Agency Representative

5 FEB 2019

Date

FOR COLLIN COUNTY COMMUNITY COLLEGE DISTRICT:



Director of the Law Enforcement Academy

12/20/18

Date



Vice President of Administration/CFO

12/20/18

Date

Exhibit A
Collin County Community College District
Public Safety Training Center

LIABILITY RELEASE AND HOLD HARMLESS AGREEMENT

I, _____ (print name), the undersigned ("releaser"), 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.

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, except those listed in sections 10 and 11 of Collin College's duties in the Training Center Agreement; 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.

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, 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
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Address	City	State	Zip Code
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Exhibit B
Hold-Harmless Agreement
Collin College
Public Safety Training Center

LIABILITY RELEASE AND ASSUMPTION OF RISK

Must be completed by Responsible Party (s)

The undersigned:

1. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE COLLIN COUNTY, THE COUNTY JUDGE AND ELECTED COMMISSIONERS OF COLLIN COUNTY, THE APPOINTED OR ELECTED OFFICIALS OF COLLIN COUNTY, AND THE EMPLOYEES OF COLLIN COUNTY COLLECTIVELY REFERRED TO AS THE "RELEASEES", FROM ALL LIABILITY to the undersigned for any and all loss, liability damage, cost, or any claim or demands therefore on account of injury to the person of the undersigned, whether caused by the negligence of the "Releasees" or otherwise, while the undersigned is in or upon the property of the Collin College Public Safety Training Center or in any way competing, officiating in, observing, working for, or for any purposes participating at any time in any event sponsored by the "Releasees";

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE "RELEASEES" from any and all loss, liability, damage, or cost that may incur due to the presence of the undersigned in or upon the property of the Collin College Public Safety Training Center including in any way competing, officiating, observing, or working for, or for any purpose participating at any time in any event sponsored by the Releasees, regardless of whether such loss, liability, damage, or cost was caused by the negligence of the "Releasees"; and

3. HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY DUE TO THE NEGLIGENCE OF "RELEASEES" OR OTHERWISE while in or upon the property of the Collin College Public Safety Training Center; and

4. AGREE that any dispute related to this RELEASE will be governed by the laws of the State of Texas.

Undersigned acknowledges and agrees that the activities that take place on the property of the Collin College Public Safety Training Center are very dangerous and involve the risk of serious injury and/or death, and that the signer has read and signed the Release voluntarily.

I Have Read the Above Document and Understand the Contents.

Agents: Collin County, Collin College District

Name: Kenneth D. Lynn, CFO Signature: [Signature]
(Please Print)

Address: 3452 Sam FIS City, State, Zip: Mckinney, TX 75069

Date Signed: 12-30-2013

COURT ORDER NO. 2019-099-02-04

THE STATE OF TEXAS

COUNTY OF COLLIN

Subject: Collin College Public Safety Training Center Agreement, Collin County Community College District – Sheriff

On February 4, 2019, the Commissioners Court of Collin County, Texas, met in regular session with the following members present and participating, to wit:

**Chris Hill
Susan Fletcher
Cheryl Williams
Darrell Hale
Duncan Webb**

**County Judge, Presiding
Commissioner, Precinct 1
Commissioner, Precinct 2
Commissioner, Precinct 3
Commissioner, Precinct 4**

During such session the court considered a request for approval of the Collin College Public Safety Training Center Agreement.

Thereupon, a motion was made, seconded and carried with a majority vote of the court for approval of the Collin College Public Safety Training Center Agreement with Collin County Community College District. Same is hereby approved as per the attached documentation.



Chris Hill, County Judge

Susan Fletcher, Commissioner, Pct. 1

Cheryl Williams, Commissioner, Pct. 2

Darrell Hale, Commissioner, Pct. 3

Duncan Webb, Commissioner, Pct. 4

ATTEST:

**Stacey Kemp, Ex-Officio Clerk
Commissioners Court
Collin County, T E X A S**