

## OUTDOOR ADVERTISING CONTRACT

**THIS OUTDOOR ADVERTISING CONTRACT** (the “**Contract**” ) is hereby entered into as of the Effective Date, as such term is defined herein, by and between LINDMARK OUTDOOR (MEDIA) having a principal office address of 2700 Technology Place, Norman, Oklahoma 73071 (“Lindmark”), and the undersigned and identified advertiser ( “**Advertiser**” ).

### WITNESSETH

**WHEREAS**, pursuant to the terms and conditions stated in this Contract, Advertiser wishes to lease certain billboard locations from Lindmark for outdoor advertising purposes;

**NOW THEREFORE**, in consideration of the rental to be paid from Advertiser to Lindmark, as set forth hereinbelow, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Billboard Locations.** Advertiser hereby agrees to rent the Billboard Location(s) selected by it and as set forth on Schedule 1, which is attached hereto and incorporated herein.

**2. Term.** The length of this Contract (the “**Term**”) shall be as determined by Advertiser and as listed on Schedule 1, which is attached hereto and incorporated herein. Should Advertiser not provide at least thirty (30) days' advanced notice of cancellation of this contract prior to the expiration of the Term, this Contract shall continue on a month-to-month basis until Advertiser provides Lindmark with sixty (60) days' advance notice of cancellation. Upon five (5) days' advance notice to Advertiser, Lindmark may terminate and cancel this Contract as it relates to any Billboard Location(s) selected by Advertiser which become(s) unavailable due to reasons beyond Lindmark's control; provided, however, that in such instance(s) Lindmark shall provide Advertiser with replacement Billboard Location(s) of the same Size(s), Rate(s), and general location(s) and allow Advertiser the right to relocate its advertisement(s) to such replacement Billboard Location(s) at no additional cost to Advertiser. Reasons beyond Lindmark's control shall include, but not be limited to, war, terrorism, riot, crime, acts of God (such as windstorms, fires, earthquakes, etc.), and acts of governmental or quasi-governmental bodies (such as eminent domain, restrictive covenants, zoning regulations, etc.).

**3. Additional Advertiser Selections.** Advertiser's additional selections as noted on Schedule 1 hereof are hereby incorporated in this Contract as if fully reproduced herein. Should any terms set forth on Schedule 1 conflict with this Contract, then the terms set forth on Schedule 1 shall control.

**4. Priority.** Lindmark treats its new advertisers equally and fairly. To be fair to our new advertisers, Lindmark has the following "first-come, first-served" priority policy (the “**Priority Policy**”). This Contract will only have priority as to the Billboard Locations chosen by Advertiser against other subsequent new advertisers whose signed contracts are received after Lindmark receives an original or electronic copy of the Contract signed by an authorized representative of Advertiser.

**5. Effective Date.** This Contract will become effective on the date (the “**Effective Date**”) it is signed by Advertiser.

**6. No Cancellation.** Advertiser understands that by entering into this Contract, and pursuant to Lindmark's Priority Policy, subsequent advertisers will be excluded and prevented from advertising upon the Billboard Locations selected by Advertiser. By virtue of this Contract and Lindmark's Priority Policy, Advertiser recognizes Lindmark will lose prospective advertising business for such Billboard Locations. Therefore, except as otherwise noted herein, Advertiser understands it cannot cancel or terminate this Contract after the Effective Date and prior to the end of the Term.

**7. GUARANTY. SHOULD LINDMARK REQUIRE A GUARANTOR TO SIGN THIS CONTRACT, THEN THIS PARAGRAPH SHALL BE EFFECTIVE AS TO SAME. IN CONSIDERATION OF LINDMARK PROVIDING THE SERVICES TO ADVERTISER UNDER THIS CONTRACT, AND IN GUARANTEE OF THE PAYMENT FROM ADVERTISER TO LINDMARK OF ALL AMOUNTS DUE HEREUNDER, THE UNDERSIGNED “GUARANTOR” UNCONDITIONALLY AND CONTINUOUSLY, GUARANTEES FULL AND TIMELY PAYMENT OF ALL AMOUNTS DUE FROM ADVERTISER TO LINDMARK UNDER THIS CONTRACT, AND FURTHER PROMISES TO PAY TO LINDMARK, UPON DEMAND, ALL EXPENSES, INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES AND COSTS INCURRED IN ENFORCING THIS CONTRACT AND GUARANTY. GUARANTOR AGREES THAT GUARANTOR'S OBLIGATIONS UNDER THE TERMS OF THIS GUARANTY WILL NOT BE RELEASED, DIMINISHED, IMPAIRED, REDUCED, OR AFFECTED BY ANY EVENT, CONDITION, OR CONTINGENCY EXCEPT UPON PAYMENT IN FULL OF ALL AMOUNTS OWED BY ADVERTISER TO LINDMARK UNDER THIS CONTRACT. GUARANTOR WAIVES NOTICE OF ACCEPTANCE OF THIS GUARANTY, AS WELL AS ALL OTHER NOTICES OF ANY KIND RELATING TO THIS GUARANTY. GUARANTOR SPECIFICALLY WAIVES THE RIGHT TO REQUIRE LINDMARK TO PROCEED AGAINST ADVERTISER AND WAIVES THE RIGHT TO HAVE THE PROPERTY OF ADVERTISER OR OTHER PERSON FIRST APPLIED TO THE DISCHARGE OF THE AMOUNTS DUE UNDER THIS CONTRACT OR FIRST PROCEEDED AGAINST.**

**8. Advertisements.** Lindmark reserves the right at any time to censor, reject, or withdraw any advertisement under this Contract. Advertiser agrees to defend, indemnify, and save Lindmark harmless from any and all expenses, loss, liability, claims, and demands arising out of the character, contents, or subject matter of any advertisement displayed pursuant to this Contract. The artwork, design, and digital files, including, but not limited to, the digital advertisement, created by Lindmark hereunder shall be and remain the property of Lindmark, excluding any tradenames, trademarks, or other preexisting intellectual property of Advertiser that appears in any of said artwork, design, and digital files. Such artwork, design, and digital files shall be retained by Lindmark for a period of four (4) years from the Effective Date. Any use of such artwork, design, and digital files, including, but not limited to, the digital advertisement, created by Lindmark hereunder without Lindmark Outdoor (Media)'s prior written consent is strictly prohibited and shall subject the recipient to civil liability. If printing of the vinyl advertisement is separately paid for by Advertiser, the vinyl advertisement shall be the property of Advertiser, unless Advertiser becomes in default at any time during the Term or extension of the Term of this Contract. Should Lindmark agree to sell Advertiser the property rights to Lindmark's artwork, design, and digital files, including, but not limited to, any digital advertisement, Advertiser hereby grants royalty-free, perpetual permission to Lindmark for its use of any of the artwork, design, digital files, including, but not limited to, any digital advertisement, including referencing Advertiser, in any of Lindmark's marketing efforts, including, but not limited to, Lindmark's website(s); provided, however, that Lindmark shall have no further rights to the use of Advertiser's tradenames, trademarks, or other preexisting intellectual property.

**9. Digital Billboards.** If Advertiser elects to rent Digital Billboards from Lindmark, then the parties agree that Advertiser will receive the number of slots it chooses on Schedule 1 out of the six (6) to eight (8) full advertising slots per digital advertising face; provided, however, that Advertiser may elect to rent one or more one-half (1/2) slots which are displayed every other minute as compared to full slots which are displayed every minute. Each advertising slot is displayed for a minimum of seven (7) seconds per flip during the term of this Contract.

**10. Maintenance.** Advertiser agrees that, in instances that the Billboard Location is newly built, Lindmark is not responsible for the timing of when electricity is connected thereto. Lindmark will promptly request that the local electric company connect electricity to the Billboard Location, but Advertiser understands that Lindmark cannot control when such connection occurs. Any electricity outages will not result in any reduction of any amounts due from Advertiser hereunder. Advertiser should immediately notify Lindmark when light issues occur and Lindmark agrees to fix light issues unrelated to electrical outage, within seventy-two (72) hours, weather permitting, of receiving notice from Advertiser. Should Lindmark be unable to resolve the light issue and such issue is not related to electrical outage, then Lindmark, at its reasonable discretion, shall provide Advertiser with a credit of up to twenty percent (20%), depending upon time of the year, of the applicable Rate for the time period beginning on Lindmark's receipt of notice hereunder and ending upon Lindmark's resolution of the light issues or termination of this Contract, whichever occurs first. Also, Advertiser acknowledges that it has personally observed the visibility of the Billboard Location as existing on the Effective Date, or Advertiser has determined not to so do. Advertiser waives any claim relating to the visibility of the Billboard Location. Advertiser acknowledges that, depending on the season, certain trees and shrubs may be in or out of season, and therefore, the visibility of the Billboard Location may be impacted. Visibility may be impacted by vegetation that Lindmark is not legally authorized to prune. Consequently, Advertiser should assume that any surrounding vegetation will remain in proximity to the Billboard Location, and in the worst- case scenario, Lindmark will not be able to prune the vegetation. If Lindmark is legally authorized to prune vegetation that has an impact upon visibility, then it will do so within thirty (30) days' notice from Advertiser. Should Lindmark be unable or unwilling to prune such vegetation and such vegetation unreasonably limits visibility, then Advertiser may elect to relocate its advertisement to another available Billboard Location of the same size and Rate of its choosing, subject only to a removal charge for the existing Billboard Location and an installation charge for the new Billboard Location, with the Contract otherwise remaining in full force and effect. If Advertiser chooses to relocate to another available Billboard Location of a different size or a different Rate, then it shall be liable for the cost of producing a new vinyl advertisement for such size Billboard Location and for the increase in Rate, as applicable. Advertiser is responsible for replacing any vinyl advertisements or extensions damaged due to weather. Lindmark does not warranty vinyl advertisements or extensions for weather conditions.

**11. Billing.** The Term of the Contract, as set forth on Schedule 1, shall be calculated in weeks for both digital and vinyl advertisements. Advertisements will be billed every four (4) weeks. Invoices shall not be pro-rated, unless agreed upon by Lindmark, at its sole discretion. Invoices are due and payable within fifteen (15) days of the invoice date. It is the duty of Advertiser to be aware of all amounts it owes under this Contract and when such amounts become due. Advertiser shall be responsible for remitting payment(s) as due under the terms of this Contract. Billing under this Contract begins on that certain date set forth on Schedule 1, with such date being referred to as the "Billing Date". Should Advertiser determine to remit payment via credit card for any amounts due under this Contract, then Advertiser must complete a separate Credit Card Authorization form, which shall be incorporated herein. Lindmark shall charge Advertiser a three percent (3%) convenience fee on any amounts paid by Advertiser via credit card. Notwithstanding the foregoing, Lindmark will waive the three percent (3%) convenience fee for new customers on their initial production charges.

**12. Advertiser Default.** Should any invoice not be paid when due or Advertiser is otherwise not in compliance with any term or condition of this Contract, Advertiser shall be in default. Upon payment default, Lindmark shall have the right to accelerate all amounts owed under this Contract to be due and immediately payable as well as a \$350 drop fee per face. Lindmark may proceed to collect all such amounts due hereunder. It is further agreed that failure of Lindmark to exercise this right of acceleration, or indulgence granted from time-to-time, shall in no event be considered as a waiver of such right of acceleration or prevent Lindmark from exercising such right. Notwithstanding any provision in this Contract to the contrary, if Advertiser fails to remit payment for an invoice when due, Advertiser will be charged the full amounts for all graphics design services, creation, printing, production, and installation. Invoices not paid when due shall bear interest from the date of such invoice at one

and one-half percent (1 and 1/2%) per month or the maximum legal rate allowed under the law, whichever is greater. In addition to its other remedies, Lindmark shall have the right to remove any or all of Advertiser's advertisements, retain ownership of the vinyl advertisements, where applicable, re-lease the Billboard Location(s), and report the late payment to credit rating agencies. Should any part of the indebtedness under this Contract be turned over for collections to either a collections agency or an attorney, Lindmark shall be entitled to collect reasonable attorney's fees and all costs of collection. Advertiser agrees that in the event of default, Lindmark may proceed against Advertiser and any Guarantor(s), jointly and severally, for breach of this Contract. Advertiser hereby waives demand, presentment, protest, and all other notices of any kind whatsoever.

**13. Lindmark Default.** If Advertiser believes that Lindmark has breached this Contract in any manner, Advertiser shall provide notice to Lindmark, and if such breach is capable of cure, then Lindmark shall cure same within thirty (30) days, weather permitting, unless a different time-period is otherwise set forth herein. Should Lindmark be unable to cure such breach within the applicable time period, then Advertiser may elect to terminate this Contract, which termination shall be effective upon Lindmark's receipt of Advertiser's termination notice. Lindmark's maximum aggregate liability relating to any claims made regarding this Contract shall be limited to the total fees paid to it for the advertising services provided hereunder from the effective date of Advertiser's notice of breach until Lindmark's cure of such breach or Lindmark's receipt of Advertiser's termination notice, whichever occurs first.

**14. Advertising Agency.** Should an advertising agency ("Agency") be entering into this Contract on behalf of Advertiser, then (a) Agency affirms and acknowledges it is entering into this Contract on behalf of Advertiser having Advertiser's signed written approval and authority to so do, a copy of which shall be provided from Agency to Lindmark contemporaneously with execution of this Contract and (b) notwithstanding any term or condition to the contrary within this Contract the following shall apply: (i) this Contract shall expire at the end of the Term; (ii) invoices shall be due and payable within ninety (90) days of the invoice date; (iii) Advertiser shall have the right to terminate this Contract upon the provision of at least ninety (90) days' notice to Lindmark; (iv) paragraph 7 shall be deemed to be deleted in its entirety; and (v) Advertiser shall be liable for all amounts due Lindmark under this Contract. Agency shall not be liable for any amounts due from Advertiser to Lindmark under this Contract except for amounts paid from Advertiser to Agency under this Contract.

**15. Assignment.** This Contract may be assigned by Lindmark without the consent of Advertiser. Advertiser shall not assign or sublease this Contract without the prior written consent of Lindmark, which may be withheld for any reason or no reason at Lindmark's sole and absolute discretion.

**16. Notices.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Contract shall be in writing and shall be deemed to have been duly given when: (a) personally delivered, (b) the date set forth on the return receipt as being received or refused when mailed by first class registered mail, return receipt requested, (c) by electronic mail one (1) day following read receipt acknowledgement, and/or (d) by facsimile one (1) day following acknowledgement of transmission. Such notice(s) or other communications shall be addressed to Advertiser as set forth on Schedule 1 and to Lindmark as follows:

Lindmark Outdoor (Media)  
Attention: Sales Department  
2700 Technology Place  
Norman, OK 73071  
Telephone: 405-928-5800  
Facsimile: 405-928-5999  
Email: info@lindmarkoutdoormedia.com

**17. Time is of The Essence** Time is of the essence with respect to all provisions of this Contract.

**18. No Warranties.** Lindmark hereby expressly disclaims any warranty not specifically provided to Advertiser herein or in another written agreement signed by the parties.

**19. Integration Amendment.** This writing constitutes the entire agreement of the parties and supersedes any prior written or oral agreement between the parties with respect to the subject matter hereof and may not be modified, amended or terminated except by a written agreement specifically referring to this Contract signed by all of the parties hereto.

**20. Waiver** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver, and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

**21. Binding Effect.** The undersigned signatories do hereby swear and affirm that such they have all due and necessary authority and power to execute this Contract on their respective party's behalf and that following such execution this Contract shall be binding upon and shall exist for the benefit of each party hereto, and where allowed its heirs, personal representatives, successors, and assigns.

**22. Captions.** The paragraph headings contained herein are for the purposes of convenience only and are not intended to define or limit the

contents of such paragraphs.

**23. Counterparts.** This Contract may be executed in one or more counterparts, all of which taken together shall be deemed one original.

**24. Electronic Copies.** Execution and delivery of this Contract by electronic copy via facsimile or email bearing the electronically reproduced signature(s) of Lindmark and/or Advertiser shall constitute a valid and binding execution and delivery of this Contract by such party. Such electronic copies shall constitute enforceable original documents.

**25. Governing Law.** This Contract and all amendments hereto shall be governed by and construed in accordance with the laws of the State of Oklahoma applicable to contracts made and to be performed therein, without reference to its conflict of law provisions. The venue of any action brought to enforce this Contract, the documents or agreements attached hereto, or the terms, conditions, or agreements hereof shall be brought only in Norman, Cleveland County, Oklahoma.

**26. Waiver of Jury Trial.** In recognition of the higher costs and delay which may result from a jury trial, the parties waive any right to trial by jury of any claim, demand, action or cause of action (a) arising hereunder, or (b) in any way connected with or related or incidental to the dealings of the parties hereto or any of them with respect hereto, in each case whether now existing or hereafter arising, and whether sounding in contract or tort or otherwise; and each party further waives any right to consolidate any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived; and each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury, and that any party hereto may file an original counterpart or a copy of this paragraph with the court as written evidence of this consent of the parties hereto to the waiver of their right to trial by jury.

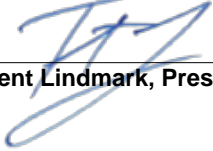
**27. Attorneys' Fees** In the event that either party initiates an action to enforce any provision under this Contract the prevailing party in such action shall be entitled to recover, in addition to the judgment, all costs, reasonable attorneys' fees and ancillary expenses incurred in pursuit of such action. Such total amount shall be included in the final award. The parties agree that in the event Advertiser defaults in payment and Lindmark files an action to recover amounts owed under this Contract, then Lindmark's attorney's fees shall be equal to thirty percent (30%) of the amount awarded it.

[Remainder of page intentionally left blank]

Contract #10793

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed as of the date first above written.

**LINDMARK OUTDOOR (MEDIA)**

By:   
Trent Lindmark, President

**ADVERTISER:**

AR-TEX COUNCIL OF GOVERNMENTS  
\_\_\_\_\_  
(Company Name)

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Agency Name, if applicable)

**GUARANTOR:**

\_\_\_\_\_

(Signature)

\_\_\_\_\_

(Printed Name)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(Telephone)

\_\_\_\_\_

(Email)

**Contract # 10793**

Lindmark Office: Texarkana, Texas

Address: 7770 Hampton Rd. Texarkana TX 75503

**SCHEDULE 1  
ADVERTISER SELECTIONS**

1. Billboard Location

Face	Billboard Street Address or Description	Office	Face Size (in feet)	Illuminated	Illumination Rate	Rate for Each Face Digital OR Vinyl Basis	Total Rate
514541 Left Read Lower	I-30 0.1 mi W/O HWY 37 SS, SSFE, Westbound, in Mount Vernon, TX	Texarkana, Texas	10'6" x 36'	Yes	\$0 Dusk To Midnight	\$600.00	\$600.00
514532 Left Read	I-30 0.5 mi W/O FM1993 NS, NSFWE, Eastbound, in Mount Pleasant, TX	Texarkana, Texas	14' x 48'	Yes	\$0 Dusk To Midnight	\$1,000.00	\$1,000.00
514593 Left Read	I-30 1.2 MI W/O HWY 8 F/E SS, SSFE, Westbound, in New Boston, TX	Texarkana, Texas	10' x 40'	Yes	\$0 Dusk To Midnight	\$900.00	\$900.00
515453 Right Read	I-30 1.45 mi E/O I-49 NS, NSFWE, Westbound, in Texarkana, AR	Texarkana, Texas	14' x 48'	Yes	\$0 Dusk To Midnight	\$1,100.00	\$1,100.00
102061 Right Read	I-30 1.5 mi E/O LOOP 301 NS, NSFWE, Westbound, in Sulphur Springs, TX	Denison, Texas	10' x 28'	No	\$0 No Lights	\$500.00	\$500.00

2. Billing via (check one):                      email              regular mail
3. Will pay via (check one):                      check              credit card (Subject to 3% convenience fee as applicable)
4. The Term (the "Term") of the contract shall be for 52 weeks beginning on the 13 day of December, 2021, and ending on the 11 day of December, 2022.
5. The billing Date shall be December 13, 2021
6. Illumination (if digital, then do not make a selection): Select ONE  
     Dusk to Dawn (additional \$50/per face/per billing cycle),              or Dusk till Midnight, or              No Lights
7. Agency (if applicable):
8. Name:
9. Title:
10. Billing Address:      4808 ELIZABETH ST, TEXARKANA, TX 75503
11. Phone:                      903-832-8363
12. Fax:
13. Billing Email Address:
14. Correspondence Email Address:

15. Accepted by Authorized Representative

16. Date Executed:

17. Special Provisions

\*All amounts due under this contract are subject to sales tax, as applicable, unless a NTTC form is on file.

\*Sales Tax will be charged until such form is presented to Lindmark.

**ARK-TEX COUNCIL OF GOVERNMENTS  
 CONTRACT FOR:  
 Grant #1426417  
 Regional Law Enforcement Training Program**

Contract No.:	920-01-45-22-50810-977-83				
Modification No.:					

ATCOG	CONTRACTOR
Ark-Tex Council of Governments P. O. Box 5307 Texarkana, Texas 75505-5307	Kilgore College 1100 Broadway Kilgore, Texas 75662

**PART I - PARTIES TO CONTRACT:** This contract is entered into, by and between the Ark-Tex Council of Governments, hereinafter called "ATCOG", and Kilgore College, hereinafter called "Contractor". The Contractor covenants and agrees to provide services set forth in Attachment B, Scope of Services, in accordance with the terms and conditions of this Contract and all applicable laws and regulations; including, but not limited to the following: *Texas Office of the Governor, Criminal Justice Division's Plan; Texas Governor's Office of Budget and Planning; Uniform Grant and Contract Management Standards*

**PART II - ATTACHMENTS:** This Contract and/or modification thereto consists of this page plus all of the following identified exhibits and attachments which are hereby incorporated in this contract in their entirety by specific reference:

ATTACHMENT	DESCRIPTION	Page
A	Definitions	5
B	Scope of Service	9
C	Payment and Fiscal Management	13
D	Standard Provisions and Assurances	19
E	Exhibits	33

**PART III - PAYMENT OBLIGATION:** ATCOG agrees to pay Contractor compensation for the described services, a sum not to exceed \$37,500 in accordance with the Budget, procedures and restrictions in Attachment C, Payment and Fiscal Management. This amount shall constitute full and complete payment for the services to be provided under this Contract.

**PART IV - CONTRACT PERIOD OF PERFORMANCE:** The period of performance under the provisions of this Contract shall begin on September 1, 2021, and terminate after August 31, 2023, unless prior to that date Contractor receives a properly executed modification to this contract extending the above performance period.

**PART V - CONTRACT EXECUTION:** ATCOG and Contractor have agreed to the terms of this Contract and executed same as evidenced by the following signatures and dates:

ATCOG	CONTRACTOR
Signature	Signature
Executive Director Ark-Tex Council of Governments	Kilgore College President
Date November 23, 2021	Date November 23, 2021



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## **SECTION 1.0 SCOPE OF SERVICES DEFINITIONS**

1.1. For the purposes of all parts and attachments of this Contract, the following Scope of Services definitions shall apply:

- 1.1.1. Regional Law Enforcement Training - Law enforcement training provided throughout the Ark-Tex Council of Governments Region including basic and advanced courses.
- 1.1.2. Texas Commission on Law Enforcement - The state agency in Texas which licenses law enforcement officers and training facilities.
- 1.1.3. Service Unit - Tuition paid per student for basic and advanced law enforcement training.

## **SECTION 2.0 PAYMENT AND FISCAL MANAGEMENT**

2.1. For the purposes of all parts and attachments of this Contract, the following Payment and Fiscal Management definitions shall apply:

- 2.1.1. Unit Rate Contract - A contract in which reimbursement occurs based on a price for each unit of service provided.

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## **SECTION 1.0 CONTRACTOR PROVIDED PERFORMANCE AND SERVICES**

- 1.1. Contractor shall provide basic and advanced law enforcement training throughout the ATCOG Region on a regularly scheduled basis.
- 1.2 Training courses provided should not duplicate TCOLE-approved online or distance learning courses unless they are expanded to include additional topics. Written justification should be submitted for approval by ATCOG prior to the course start date.
- 1.3. Contractor shall offer, at a minimum, four Basic Peace Officer Certification courses, at least 696 hours in length, with course content as prescribed by the Texas Commission on Law Enforcement (TCOLE).
- 1.4. Contractor shall offer, at a minimum, two Basic Jailer Certification Courses, 120 hours
- 1.5. Contractor shall offer Night Basic Peace Officer Certification courses, as needed, with course content as prescribed by TCOLE. These courses may be offered in phases such as Basic Peace Officer I-V, depending upon training needs of law enforcement departments within the ATCOG Region.
- 1.6. Contractor shall offer In-Service/Advanced Law Enforcement Training Courses that comply with TCOLE course content. These courses may be conducted in various communities within the Ark-Tex Council of Governments (ATCOG) Region, provided throughout the contract period as requested by ATCOG or offered by contractor.
- 1.7. Law enforcement training courses must be open to all local peace officers equally as defined in Texas Statutes - Article 2.12, Code of Criminal Procedure.
- 1.8. Contractor shall subcontract with, and/or coordinate with, TCOLE licensed training facilities within the ATCOG Region who may wish to provide advanced law enforcement training courses within specific communities.
- 1.9. Contractor shall provide law enforcement training documentation as follows:
  - 1.9.1. Student Attendance Roster, attached to Training Invoice for Payment (Exhibit 1.0, Attachment E)
  - 1.9.2. TCOLE Report of Training Form, upon request (Exhibit 2.0, Attachment E)

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## **SECTION 1.0 FUNDING AGENCIES**

1.1. In accordance with the terms and purposes of this Contract, the following local, state and/or federal agencies are considered ATCOG grantor/funding agencies:

- 1.1.1. Texas Office of the Governor, Criminal Justice Division, Grant Number 1426417.

1.2. The above agencies and/or their authorized representatives shall, in addition to ATCOG, be afforded the right, as required by state and federal laws and regulations, to access Contractor records, monitor and/or audit Contractor performance, and otherwise engage in related Contract activity.

1.3. The obligations of ATCOG pursuant to the terms of this Contract are only valid and enforceable if sufficient funds are made available to ATCOG by the above agencies for the purpose of performance prescribed by this Contract.

## **SECTION 2.0 TOTAL CONTRACT PAYMENT OBLIGATION**

2.1. Except as provided in Section 2.2. below, ATCOG agrees to pay Contractor compensation for the services described in Attachment B, Scope of Services, a sum not to exceed the amount identified in PART III, PAYMENT OBLIGATION. Said payment is to be provided in accordance with the budget, procedures and restrictions identified in this Contract.

2.2. ATCOG, from time to time, may provide written notification to Contractor in the form of either a unilateral letter of notification with an authorized ATCOG signature or a bilaterally executed Contract amendment which shall serve either to obligate additional funds under this Contract or to deobligate funds previously obligated under this Contract. Such notification(s), if any, will specify ATCOG's maximum obligation to Contractor as of the effective date of such notification.

## **SECTION 3.0 TYPE OF CONTRACT PAYMENT**

3.1. ATCOG agrees to compensate Contractor for allowable costs associated with the provision of services identified in Attachment B, Scope of Services, on a unit rate basis.

## **SECTION 4.0 COST/ADMINISTRATIVE REQUIREMENTS AND ALLOWABLE COSTS**

4.1. Except as otherwise authorized by this Contract, state and/or federal law or regulation, Contractor shall comply with the cost principles set forth in either OMB Circular No. A-87 or A-110, as applicable, and the uniform administrative requirements set forth in OMB Circular No. A-102, both as supplemented by the final rules promulgated by the Texas Office of the

Governor under the Uniform Grant and Contract Management Act of 1990, TEX. REV. CIV. STAT. art. 4413(32g), as well as all other applicable local, state and/or Federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT.

4.2. Allowable costs shall be limited to only those costs and expenditures generated in compliance with the provisions of this Contract within the following cost categories:

4.2.1. Tuition for Training.

4.3. Under no circumstances shall ATCOG be liable for any otherwise allowable costs which have not been billed to ATCOG within thirty (30) calendar days following termination of this Contract.

## **SECTION 5.0 INTEGRITY OF FUNDS**

5.1 Regardless of all other terms and provisions of this Contract, ATCOG retains the right to suspend all and any payment to Contractor, in whole or in part, to protect the integrity of funds or to ensure proper operation of programs, providing Contractor is given prompt notice and the opportunity for a hearing regarding such suspension within thirty (30) calendar days from such suspension.

## **SECTION 6.0 CONTRACTOR BUDGET**

6.1. Except as provided below, ATCOG shall only pay Contractor for allowable costs that comply with the following Contractor Budget:

<u>Cost Categories</u>	<u>Amount paid by grant funds</u>
Tuition for training:	
Basic Peace Officer – Day & Night (employed by sponsoring agency as specified and defined on the sponsorship form)	\$2,000.00
Basic Jailer – (employed by sponsoring agency as specified and defined on the sponsorship form)	\$300.00
In-Services/Specialized Advanced Training – (per 8 contact hr. day)	\$10.00
TOTAL BUDGET	----- \$37,500.00 =====

6.2 Under no circumstances shall total payments exceed the obligation identified in PART III--PAYMENT OBLIGATION.

## **SECTION 7.0 PROGRAM AND INTEREST INCOME**

7.1. Income, including program and interest income, generated as a result of performance provided by this Contract, shall be utilized in accordance with all local, state and/or federal laws and regulations, including, but not limited to those identified in PART I, PARTIES TO CONTRACT. In accordance with the above, subcontractor agrees that any funds identified as excess revenue based on actual expenditures shall:

7.1.1. Return such funds to ATCOG within thirty (30) days, or

7.1.2. Utilize such funds to expand activities under this agreement.

## **SECTION 8.0 FINANCIAL ACCOUNTING SYSTEM ADEQUACY**

8.1. Upon request by ATCOG, Contractor shall demonstrate that its financial accounting systems are adequate to satisfy all local, state and/or federal audit requirements in accordance with Attachment D, Standard Provisions and Assurances, Section 6.0, Audit.

## **SECTION 9.0 REQUEST FOR PAYMENT**

9.1. Contractor shall be responsible for accurately completing and submitting request for payment documents to ATCOG upon completion of each training course. Billing for services will be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief statement of the service or other item provided and the basis for the billing rate. ATCOG shall be responsible for processing and mailing payment to Contractor upon ATCOG's sole determination that Contractor has satisfactorily provided related performance in accordance with the terms of this Contract, and that the costs involved are allowable as described above. Request for payment documents shall include but not be limited to the following:

9.1.1. Request for Payment Form/Invoice, (Exhibit 1.0, Attachment E); and

9.1.2. Student Attendance Roster as identified in Attachment B, Scope of Services, Section 1.0, Contractor Provided Performance and Services, Subsection 2.0.

9.2. ATCOG retains the authority and right to either adjust or completely withhold specific payment amounts if, in ATCOG's sole determination, part or all of the payment(s) requested reflect nonallowable costs or said costs and/or Contractor's performance are otherwise in noncompliance with the terms and provisions of this Contract.



9.3 If a student is registered through “Employed Sponsorship” status and he/she does not complete the course, the sponsoring agency will be billed for the course. Therefore, ATCOG will not be responsible for tuition payment upon the student’s separation from the course.

9.4 Contractor shall maintain the current remaining balance of the training funds using the ATCOG Training Funds spreadsheet (Exhibit 3.0, Attachment E). Information shall be entered into the spreadsheet at the time of course registration, when funds are obligated to a student and/or agency. This process will prevent the contractor from exceeding the available funding.

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## **SECTION 1.0 MAINTENANCE OF EFFORT**

1.1. It is understood that the level of services and activities currently being provided by the Contractor shall be maintained by the Contractor except for reductions either unrelated to the provisions, terms and conditions identified in this Contract or resulting entirely from conditions, factors and/or circumstances beyond the control of the Contractor.

## **SECTION 2.0 PERSONNEL**

2.1. Contractor represents that it has or will secure, and agrees to furnish, personnel with the professional classification, skill, and expertise required to perform the services as described. Additionally, the Contractor will assume responsibility for that work ascribed to it in Attachment B, Scope of Services, and will provide all necessary supervision and coordination of activities that may be required to complete its requirements subject to the approval and concurrence required from ATCOG. None of the work or services covered by this Contract shall be sub-contracted without prior written approval of ATCOG.

## **SECTION 3.0 AMENDMENTS**

3.1. Any changes, modifications or amendments to this Contract, or renewal thereof, must be made with the prior written approval of ATCOG except as otherwise provided in this Contract. Such changes, modifications or amendments thereto, or renewal thereof, together with any approved amendment(s) as maintained on file by ATCOG, will be considered to be the controlling instrument(s) in case any dispute arises relative to the working of any portion of such changes, modifications or amendments thereof. If any such changes cause an increase or decrease in the cost of, or time required for performance of, any part of the work under this Contract, an equitable adjustment shall be made in writing prior to the implementation of such changes. Any claim for adjustment under this clause must be asserted within thirty (30) days from date of receipt of the change notification by the Contractor. In the event that the conditions, laws and/or regulations governing ATCOG and Contractor activity and performance required by this Contract are amended at any time subsequent to the making of this Contract, ATCOG shall appropriately notify the Contractor in writing. Upon receipt of such notification, Contractor shall have the option of agreeing to such amendments or notifying ATCOG that it cannot comply with such amendments and terminate this Contract.

3.2. Notwithstanding any other provision of this Contract, any change in the maximum obligation of ATCOG hereunder as indicated in this Contract, and all other changes, additions, deletions or other variances in the terms of this Contract must be made only by formal written amendment executed by the parties signatory to this Contract.

## **SECTION 4.0 MONITORING, ASSESSMENT, AND CORRECTIVE ACTION**

- 4.1. ATCOG may periodically monitor Contractor for:
  - 4.1.1. The degree of compliance with the terms of this Contract, including compliance with applicable rules, regulations, and promulgations referenced herein; and
  - 4.1.2. The administrative and operational effectiveness of the program.
- 4.2. ATCOG shall conduct periodic assessment reviews and analysis of Contractor's performance under this Contract for the purpose of assessing the degree to which contractual objectives and performance standards, as identified in this Contract or as subsequently amended, are achieved by Contractor.
- 4.3. ATCOG reserves the right to conduct periodic visits and to require Contractor to prepare progress reports as identified in Attachment B, Scope of Services during the time of performance of this Contract, unless otherwise provided for in this Contract.
- 4.4. When necessary, ATCOG shall present to Contractor written findings of the monitoring and assessment reviews specifying areas of noncompliance and unsatisfactory performance. Contractor shall respond, in writing, in the form of corrective action reports, within a period of time identified in the written findings provided the Contractor. In such corrective action reports, Contractor shall:
  - 4.4.1. Outline and specify, in detail, corrective action planned and taken; and
  - 4.4.2. Specify detailed procedures and actions initiated to preclude recurrence of the practices, discrepancies and irregularities outlined in the monitoring and assessment reviews conducted by ATCOG.
- 4.5. ATCOG, upon receipt of the requested corrective action plan or statement from Contractor, shall evaluate the corrective action identified and determine whether or not the corrective action identified shall be undertaken, whether alternative action is required, or the goals or standards inherent therein should be modified. Regardless of the course of action taken, ATCOG will ensure that positive actions, procedures, and practices are initiated to preclude recurrence or noncompliance. ATCOG shall provide a written notice to Contractor upon ATCOG's determination that Contractor's corrective action is satisfactory to clear the written findings involved.
- 4.6. Contractor shall cooperate fully in any program replanning required.

## **SECTION 5.0 TRANSFER OF INTEREST**

- 5.1. Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of ATCOG thereto.

## **SECTION 6.0    AUDIT**

6.1. Unless otherwise directed by ATCOG, Contractor is subject to the performance of a financial and compliance audit of funds received under this Contract, subject to the following conditions and limitations:

- 6.1.1. Contractor shall have an audit made in accordance with the Single Audit Act Amendments of 1996, P. L. 104-156, and its implementing regulations OMB Circular No. A-133, "Audit of State, Local Governments, and Non-Profit Organizations", for any of its fiscal years in which Contractor expends \$500,000 or more in federal or state funds from all sources.
- 6.1.2. Contractor shall have an audit made in accordance with the Single Audit Act and its most current amendment(s), and OMB Circular A-133, or in accordance with federal laws and regulations governing the program for any fiscal year in which Contractor expends \$500,000 or more in federal or state funds from all sources.
- 6.1.3. Contractor shall ensure that records are available for review by ATCOG in accordance with federal laws and regulations governing the program, for any fiscal year in which Contractor expends less than \$500,000 in federal or state funds from all sources.
- 6.1.4. Unless otherwise specifically authorized in this Contract, Contractor shall submit the report of such audit to ATCOG within Thirty (30) days of issuance, and no later than one hundred fifty (150) days after the end of its fiscal year. Audits performed under this Contract shall be subject to review and resolution by ATCOG or its authorized representative.
  - 6.1.4.1. Contractor shall provide a written response, including but not limited to the status of all findings of noncompliance and material weaknesses in internal controls either as part of or in conjunction with the audit report identified above.
- 6.1.5. Notwithstanding the above paragraphs, ATCOG reserves the right to conduct or cause to be conducted an independent compliance and financial audit of all funds received under this Contract which may be performed by ATCOG audit staff, a certified public accountant firm, or other auditors as designated by ATCOG. Such audit will be conducted in accordance with applicable professional standards and practices.
- 6.1.6. Contractor and/or auditors performing monitoring and/or audits of Contractor and/or its subcontractors shall immediately disclose and report

to ATCOG any incidents of fraud, abuse or other criminal activity in relation to the provisions of this Contract.

6.1.7. ATCOG shall be responsible for coordinating the resolution of Contractor audit findings in accordance with ATCOG procedures for Contractor audit resolution.

6.1.8. Contractor understands and agrees that Contractor shall be liable to ATCOG for any costs disallowed as a result of audit.

6.1.8.1. Prior to ATCOG providing Contractor any compensation in accordance with Attachment C, Payment and Fiscal Management, Section 2.0, Contractor shall provide ATCOG with a written plan for repayment of any unresolved disallowed costs for repayment of any unresolved disallowed costs with non-federal funds in accordance with applicable state and federal laws and regulations and this Contract.

## **SECTION 7.0 SUBCONTRACTS**

7.1. The services to be rendered by Contractor shall not be subcontracted without prior written approval of ATCOG's authorized and signatory representative. Such approvals shall contain full detailed criteria, including but not limited to:

7.1.1. Identification of the Subcontractor; and

7.1.2. The work or services to be contracted; and

7.1.3. Qualification of the Subcontractor; and

7.1.4. Subcontract document shall legally reference and contain all provisions of this primary document.

7.2. ATCOG is in no way liable to Contractor's subcontractor. Subcontractors shall be responsible for any and all performances rendered to ensure compliance with all terms, conditions, and provisions of this Contract as is rendered by the Contractor.

## **SECTION 8.0 PROVISION FOR TERMINATION AND DAMAGES DUE ATCOG**

8.1. Either of the parties to this Contract shall have the right in such party's sole discretion and at such party's sole option to terminate and bring to an end performances to be rendered under this Contract in whole or in part, at any time prior to the completion date of this Contract, by notifying the other party in writing of such termination at least thirty (30) days prior to the effective date of termination. Upon termination or receipt of notice to terminate, ATCOG shall cancel, withdraw or terminate any outstanding orders or contracts which relate

to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs hereunder. ATCOG shall not be liable to Contractor or its creditors for expenses incurred after this termination date.

8.2. ATCOG reserves the right to unilaterally withdraw upon notification any or all funds obligated under this Contract for any of the following reasons:

- 8.2.1. Failure of Contractor to comply with any terms of this Contract; or
- 8.2.2. Failure of the Contractor to comply with applicable local, state, and/or federal laws, amendments, rules or regulations; or
- 8.2.3. Failure of the Contractor to comply with the following financial provisions:
  - 8.2.3.1. Any money under this Contract unspent or unobligated in the performance of this Contract must be returned to ATCOG.
  - 8.2.3.2. Financial (expenditure) justification shall include a statement of each financial transaction directed to each separate line item.
  - 8.2.3.3. Expenditures shall not exceed such rate or amounts that have been set forth in this Contract.
- 8.2.4. Failure of ATCOG to receive adequate funds for this purpose from appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management.

8.3. Notwithstanding any exercise by ATCOG of its right of early termination pursuant to this Section, Contractor shall not be relieved of any Contractor liability for damages due to ATCOG by virtue of any breach of this Contract by Contractor. ATCOG may withhold any payment to Contractor until such time as the exact amount of damages due to ATCOG from Contractor is agreed upon or is otherwise determined.

## **SECTION 9.0 ACCESSIBILITY AND RETENTION OF RECORDS**

9.1. The Contractor shall give all appropriate local, state and/or federal grantor/funding agencies and their authorized representatives, as identified in Attachment C, Payment and Fiscal Management, access to and right to examine and reproduce all records, books, papers or documents relating to this Contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location. Contractor shall permit and cooperate with any examination conducted pursuant to this Paragraph.



9.2. Contractor shall retain all books, documents, reports, accounting procedures, and other records, pertaining to the operation of programs and expenditures of funds under this Contract for three (3) years from closure of the most recent audit report provided under this Contract unless a different period is expressly specified elsewhere in this Contract. If, at the end of three (3) years, there is litigation or if the audit report covering such Contract has not been accepted, Contractor shall retain the records identified above until the resolution of such litigation or audit.

## **SECTION 10.0 CONTINGENT FEES**

10.1. Contractor warrants that no person or company has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees; nor has the Contractor paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee, any fee, commission, contribution, donation, percentage, gift, or any other consideration, contingent upon, or resulting from award of this Contract. For any breach or violation of this provision, the ATCOG shall have the right to terminate this Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration and any other damages, and shall be responsible for reporting the details of such breach or violation to the proper legal authorities, where an when appropriate.

## **SECTION 11.0 COORDINATION**

11.1. Contractor shall, to the maximum extent feasible, coordinate all programs and activities provided under the terms of this Contract with similar programs and activities provided by Contractor independent of this Contract and with funds and resources provided outside of the scope of this Contract.

## **SECTION 12.0 SECTARIAN AND POLITICAL ACTIVITY**

12.1. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder, shall be used, either directly or indirectly, in support of any sectarian, religious, or anti-religious activity, worship, or instruction.

12.2. None of the performances rendered hereunder shall involve, and no portion of the funds received by Contractor hereunder shall be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators. Contractor shall comply with the requirements of Restrictions on Lobbying; Certification and Disclosure Requirements imposed by 29 CFR (Pending 4/27/90).

## **SECTION 13.0 CONFLICT OF INTEREST**

13.1. Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract no person having such interest shall be employed or appointed as a member of its governing body.

13.2. Contractor shall assure that no member of its governing body, employee, or agent shall participate in the selection, award, or administration of a subcontract under this Contract where any of the following has a financial interest in the Contract:

13.2.1. The employee, officer, or agent; or

13.2.2. Any member of his or her immediate family; or

13.2.3. His or her financial partner; or

13.2.4. An organization in which any of the above is an officer, director, or employee.

13.3. No officer, member or employee of the Texas Office of the Governor – Criminal Justice Division, and no member of its governing body of the locality or localities in which the Contract is being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract, shall:

13.3.1. Participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he has a direct or indirect personal interest; or

13.3.2. Have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **SECTION 14.0 EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION**

14.1. Contractor assures that no person shall, on the grounds of race, color, national origin, religion, sex, age, genetic information, disability status, protected veteran status, sexual orientation, gender identity or expression, or English proficiency, be excluded from, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Contract or otherwise under Contractor's control. Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. 2000(d) and with the provisions of 45 C.F.R. Part 80.

14.2. Contractor shall not discriminate against any employee or applicant for employment because he or she is a disabled veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans

and veterans of the Vietnam era without discrimination based upon their disability or veteran's status in all employment practices.

14.3. Contractor shall not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the rules, regulations, and relevant orders issued pursuant to the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1973, P.L. 93-516, which are coded as 45 C.F.R.

## **SECTION 15.0 DISPUTES**

15.1. Contractor shall utilize the complaint procedure promulgated by those rules, regulations and laws identified in PART I, PARTIES TO CONTRACT, as available, for all complaints arising under activities funded by this Contract unless otherwise provided for by the terms of this Contract.

## **SECTION 16.0 COPYRIGHTS AND PATENTS**

16.1. Where activities supported by this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form), or other copyrightable materials, Contractor may copyright such, but ATCOG reserves royalty-free, nonexclusive and irrevocable license to use such materials. Disposition of royalties will be determined by ATCOG. This article must in all employment contracts, consultant agreements and other contracts in which funds received under this Contract are involved.

16.2. If any discovery or invention arises or is developed in the course of or as a result of work performed under this Contract, Contractor shall refer the discovery or invention to ATCOG which will determine whether or not patent protection will be sought; how any rights therein, including patent rights, will be disposed of and administered; and the need for other action required to protect the public interest in work supported with federal funds, all in accordance with the Presidential Memorandum of October 10, 1963, on Government Patent Policy.

## **SECTION 17.0 CLEAN AIR AND WATER ACTS**

17.1. Contractor shall comply and assure compliance by its subcontractor with all applicable standards, order, or regulation promulgated pursuant to the Clean Air Act, as amended (42 U.S.C. 1857, et equ.), and the Federal Water Pollution Control Act, as amended (33 U.S.C.

1251, et seq.). Contractor shall report violations to the appropriate regional office of the Environmental Protection Agency and shall submit a copy of the report to ATCOG.

## **SECTION 18.0 CONTRACT WORK HOURS, HEALTH AND SAFETY STANDARDS**

18.1. Contractor shall comply and shall assure compliance by its subcontractor with the Occupational Safety and Health Act of 1970 and the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-333 and the regulations promulgated thereunder to the extent that such provisions apply to Contractor's performance pursuant to this Contract. Contractor shall also comply and shall also assure compliance by its subcontractors with any regulations promulgated by the Secretary of the U.S. Department of Labor establishing standards to protect the health and safety of workers or Contractor employees engaged in performance pursuant to this Contract that are not covered by the above laws, legislation and/or regulations.

## **SECTION 19.0 FRAUD AND ABUSE PREVENTION**

19.1. Contractor shall establish, diligently maintain and utilize internal program management and monitoring procedures sufficient to provide for the proper, effective management of all activities funded under this Contract.

19.2. Failure on the part of Contractor or a subcontractor of Contractor to comply with the provisions of this Contract when such failure involves fraud or misappropriation of funds, may result in immediate withholding of funds or payment under this Contract until such time such fraud and/or misappropriation has been rectified and the funds involved paid back to ATCOG or a written plan for pay back has been accepted by ATCOG.

## **SECTION 20.0 TERMS, PROVISIONS AND RULES OF GOVERNING ENTITIES**

20.1. Contractor shall ensure that the performance rendered under this Contract are rendered so as to comply with all the terms and provisions of any contracts, grant agreements and/or any other legally binding contractual document existing between ATCOG and any other local, state and/or federal grantor/funding agency identified in Attachment C, Payment and Fiscal Management, as if these performances were rendered by ATCOG.

20.2. This Contract shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, a state, or any governmental body or agency having lawful jurisdiction or the authorized representative of agency of any of them. All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances must be complied with by the Service Provider. Reference herein to particular rules, regulations and laws of governmental bodies or agencies having lawful jurisdiction shall not be considered restrictive of the applicability of any other rules, regulations or laws applicable to this Contract or the subject matter contained herein.

## **SECTION 21.0 INDEMNIFICATION, LIABILITY AND INDEPENDENT CONTRACTOR**

21.1. If Contractor is a governmental entity, each party agrees to indemnify and hold the other party harmless from all liability for damage to persons or property arising out of or resulting from acts or omissions of the indemnifying party.

21.2. If Contractor is a non-governmental entity, Contractor agrees to the extent permitted by law, to indemnify, defend and save harmless ATCOG, its officers, agents and employees from any and all claims and losses accruing or resulting to Contractor and to any and all subcontractors, materials, persons, laborers and any other persons, firms or corporations, furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any persons, firms or corporations which may be injured or damaged by Contractor in the performance of this Contract.

21.3. ATCOG does not assume any Liability to third persons, nor will ATCOG reimburse the Contractor for its liability to third persons, with respect to loss due to death, bodily injury, or damage to property resulting in any way from the performance of this Contract or any subcontract hereunder.

21.4. The Contractor shall give ATCOG or its representatives immediate notice of a suit or action filed, or prompt notice of any claim made against the Contractor arising out of the performance of this Contract. The Contractor shall furnish immediately to ATCOG copies of all pertinent papers received by the Contractor in connection with any such suit, action or claim. ATCOG or appropriate local, state and/or federal grantor/funding agencies identified in Attachment C, Payment and Fiscal Management, shall have the option to intervene in such actions to represent ATCOG's or the above identified agencies' interests.

21.5. It is expressly understood and agreed by both parties hereto that ATCOG is contracting with Contractor as an independent contractor. The parties hereto understand and agree that ATCOG shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by Contractor under this Contract.

## **SECTION 22.0 INSURANCE**

22.1. Upon request, Contractor shall furnish ATCOG certificates of insurance evidencing insurance as follows:

22.1.1. Worker's Compensation and Employer's Liability.

22.1.2. Comprehensive General Liability for the following coverage in amounts not less than shown below:

22.1.2.1. Bodily Injuries: \$100,000 per person  
(all hazards) \$300,000 aggregate

- 22.1.2.2. Property Damage: \$ 50,000 per occurrence  
(other than auto) \$100,000 single limit
- 22.1.2.3. Property Damage: \$ 50,000 per occurrence  
(automobile)
- 22.1.2.4. Product Liability Insurance:
  - Personal Property: \$ 25,000 per accident
  - Bodily Injury: \$100,000 per accident
- 22.1.3. Contractor Owned Vehicles:
  - 22.1.3.1. Liability: \$250,000 per person  
Collision/Comp \$500,000 aggregate
  - 22.1.3.2. Property Damage: \$100,000
- 22.1.4. Bond coverage in appropriate amounts but not less than \$100,000 for persons who:
  - 22.1.4.1. Write or sign checks.
  - 22.1.4.2. Handle contributions/cash.
  - 22.1.4.3. Handle Contract property, or
  - 22.1.4.4. Handle personal property of clients.

**SECTION 23.0 TITLE TO PROPERTY**

23.1. ATCOG may assign to the Contractor certain items of real property, equipment and supplies, for use in connection with this Contract. Unless otherwise provided in this Contract, operational right to such property shall vest in the Contractor subject to the condition that the Contractor shall use the property for the authorized purpose and performance prescribed by this Contract for the entire term of this Contract. It is further agreed that the Contractor shall maintain adequate property control records, perform regular inventories every twelve (12) months and submit revisions as incurred to ATCOG, and establish adequate safeguards to prevent loss, damage, or theft to any such property in accordance with sound business practices.

23.2. Unless otherwise provided in this Contract, the Contractor, upon delivery or acquisition of any such property, assumes the risk of and shall be responsible for, any loss

thereof or damage thereto, except for reasonable wear and tear, and except to the extent that such property is consumed in the performance of this Contract.

23.3. The Contractor shall, upon completion of this Contract or where there is otherwise no longer a need for such property, give written notice to ATCOG within fifteen (15) days to such effect. It is further agreed that upon receipt by ATCOG of such written notice, ATCOG shall issue instructions as to the continued use or disposition of such property to the Contractor pursuant to applicable federal and state regulations.

23.4. All property shall be dealt with in accordance with appropriate state and federal regulations as identified in this Contract.

#### **SECTION 24.0 PROGRAM AND FUNDING RECOGNITION**

24.1. This Contract, ATCOG, its policy bodies, funding agencies and program sources shall be properly referenced and receive appropriate recognition for the part this Contract and the resource it represents in all activities, services and programs performed under the terms of this Contract.

#### **SECTION 25.0 ORAL AND WRITTEN AGREEMENTS**

25.1. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were developed and executed prior to the execution of this Contract have been reduced to writing and are contained herein.

#### **SECTION 26.0 LEGAL AUTHORITY**

26.1. Contractor assures and guarantees that it possesses the legal authority following an official motion, resolution or action passed or taken as required, giving Contractor legal authority to enter into this Contract, receive the funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

26.2. The person signing this Contract on behalf of Contractor hereby warrants that he has been fully authorized by Contractor to execute this Contract on behalf of Contractor and to validly and legally bind the Contractor to all the terms, performances and provisions herein set forth.

26.3. Contractor, if a corporation, certifies that it is registered with the Secretary of State of the State of Texas or Arkansas, as applicable.

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**KILGORE COLLEGE**  
 1100 Broadway / Kilgore, Texas 75662-3204  
 (903) 983-8108

No. 30077

Ark-Tex Council of Governments  
 Patricia Haley  
 PO Box 5307  
 Texarkana, TX 75505

Date 10/13/2017

TERMS: Due Upon Receipt

KC Account Number 1000-19225

DATE	DESCRIPTION	AMOUNT																														
	<b>2017 Q1 CJLE 170N 500 - POC Critical Wound Care</b> <b>HOURS: 4.00</b> <b>TCOLE: 3829</b> <b>INSTRUCTOR: Joseph P. Cassin</b>																															
	<b>LOCATION: Texarkana @TTPD</b> <b>COURSE DATE: 10/03/2017</b> <b>TUITION: \$5</b>																															
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;"><b>Student Id</b></th> <th style="width: 55%;"><b>Student Name</b></th> <th style="width: 20%;"></th> </tr> </thead> <tbody> <tr> <td>231003040</td> <td>Ford, Chad P.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>463002218</td> <td>Fore, Todd J.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>108004946</td> <td>Hobbs, Brent M.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>100028557</td> <td>Kennington, Zachary A.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>100021820</td> <td>Martin, Shawn A.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>260005131</td> <td>Moses, Nicholas A.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>582005402</td> <td>Taylor, Rod D.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td>662004276</td> <td>Whitlock, Brett A.</td> <td style="text-align: right;">5.00</td> </tr> <tr> <td colspan="2" style="text-align: right;"><b>Ark-Tex Council of Governments Total</b></td> <td style="text-align: right; border-top: 1px solid black;"><b>\$ 40.00</b></td> </tr> </tbody> </table>	<b>Student Id</b>	<b>Student Name</b>		231003040	Ford, Chad P.	5.00	463002218	Fore, Todd J.	5.00	108004946	Hobbs, Brent M.	5.00	100028557	Kennington, Zachary A.	5.00	100021820	Martin, Shawn A.	5.00	260005131	Moses, Nicholas A.	5.00	582005402	Taylor, Rod D.	5.00	662004276	Whitlock, Brett A.	5.00	<b>Ark-Tex Council of Governments Total</b>		<b>\$ 40.00</b>	
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	Please make payment to: Kilgore College CASHIER'S OFFICE 1100 BROADWAY Kilgore, Texas 75662																															

## TCOLE Roster Listing Report

Tcole Roster ID:  
Course End Date:

TCOLE Course ID:  
Hours:

Instructor:

Academy Course Name:

Roster Note:

Description:

	PID	Student	Department
1			
2			
3			
4			

Sample

**Ark-Tex Council of Governments**

**(Beginning Balance) \$37,500.00**

Courses	Location	Invoice #	Hours	Students	Contact Hours	Amounts	Current Balance
<i>(EXAMPLE) Day Basic Peace Officer</i>	Texarkana	12345	160	6	960	\$5,880.00	<b>\$31,620.00</b>

Sample

## **Updates/requirements for ATCOG's tuition funding assistance through ETPA**

**Employed Sponsorship:** Exists when the agency hires and maintains employment of the student during the \_\_\_\_\_ (*BPOC/BCCC*) course. The student must be employed full-time or part-time by a law enforcement agency during a monthly payroll period. This sponsorship qualifies for 100% of ATCOG funding of tuition. If the employing agency is not a law enforcement agency, the employment situation must be discussed and written approval must be given by the ATCOG Criminal Justice Coordinator or ATCOG Executive Director in order to qualify for Employed Sponsorship status/funding.

Employment is considered to be ***full-time*** if the student would be eligible for benefits as provided under T.A.C. Title 28 §26.4 (14). Employment is considered to be ***part-time*** if the student receives financial compensation for the services they provide to the agency on a regular or irregular basis, provided that the student provides those services and is compensated for them every calendar month while they are enrolled in the course.

**If a student is registered through "Employed Sponsorship" status and he/she does not complete the course, the sponsoring agency will be billed for the course. Therefore, ATCOG will not be responsible for tuition payment upon the student's separation.**