

SOUTH TEXAS COLLEGE
Regional Center for Public Safety Excellence
Facilities Use Agreement for Public Safety Agencies

This Facilities Use Agreement for Law Enforcement Agencies (“Agreement”) is made this 1st day of November, 2024, by and between South Texas College (hereinafter “STC”) and City of Mission, Texas, a home-rule municipality, (hereinafter the “Agency”), and shall continue in full force and effect until the 31st day of December 2024, unless earlier terminated or extended pursuant to the terms of this Agreement or by operation of law. The Agreement shall renew automatically each year for a one-year period unless one party, prior to the end of the period, notifies the other in writing of its intention to terminate the Agreement. In addition, each party has the right to terminate this Agreement for any reason, or no reason, at any time, by giving to the other party thirty (30) days’ advance written notice of its intention to terminate. The initial term and any renewal term of this Agreement are referred to herein as the “Term.”

Notwithstanding anything to the contrary in any purchase order or other document provided by the Agency, any product or service provided by STC in connection with a purchase order related to this Agreement is conditioned upon the Agency’s acceptance of the terms and conditions of this Agreement. Any additional, conflicting or different terms proffered by the Agency in a purchase order or otherwise shall be deemed null and void. Each of the individuals executing this Agreement represents and warrants that he or she is authorized to execute the Agreement on behalf of STC or the Agency as applicable.

I. DESCRIPTION OF FACILITIES

STC owns and operates certain facilities and equipment located at the Regional Center for Public Safety Excellence, 3901 S. Cage Blvd., Pharr, Texas (the “Facilities”). The Facilities include the following components and capabilities: i) Classrooms with Technology; ii) Firearms Scenario-Based Simulator Training; iii) Driver Skills Pad; iv) Driver Simulator Training; v) Emergency Vehicle Operation Course; and vi) Target Range Qualifier Simulator Training, and vii) Two-Story Residential Fire-Training Structure. These components and capabilities are available, individually or collectively, in any combination, for use by the Agency pursuant to the terms of this Agreement.

II. USE OF FACILITIES AND EQUIPMENT, FEE SCHEDULE, PAYMENT

STC agrees that it shall reserve for the use of the Agency those components and capabilities of the Facilities for the purposes of training and/or educational activities to be conducted by the Agency for the benefit of the Agency’s participants (hereinafter the “Training”), on the terms and conditions specified in this Agreement, including the following Fee Schedule:

Facilities	Rate
Firearms Scenario-Based Simulator Training	NA

Target Range Qualifier Simulator Training	NA
Driving Simulator Training	NA
Car Fire Simulator Training	NA
Emergency Vehicle Operations Course (EVOC)	NA
Skills Pad	NA
Classroom with Technology	NA
Two-Story Residential Fire-Training Structure	No user fee

Agency shall pay STC a fee, if any, for the use of the Facilities, or a portion thereof, in accordance with the Fee Schedule. Full payment is due within thirty (30) days of Agency's receipt of STC's invoice. Agency shall reimburse STC for the actual or estimated expenses incurred by STC in connection with Agency's use of the Two-Story Residential Fire-Training Structure including, without limitation, the cost of propane and liquid smoke.

III. RELEASE AND WAIVER

All persons using the Facilities in connection with the Training, or any portion thereof, including, without limitation, the Training participants and the Agency's employees and agents, must complete, sign and deliver to STC, prior to using the Facilities, a release and waiver (the "Release") in the form attached hereto as Exhibit "A."

IV. RESERVATION OF FACILITIES

At any time during the Term of this Agreement, the Agency, acting through an authorized agent, may request from STC a reservation to use the Facilities, or any portion thereof, for a Training for a period of time occurring prior to the expiration of the Term. All reservation requests shall be directed to the Director of the Regional Center for Public Safety Excellence via email or telephone or in person and shall include, without limitation, the date(s) and time periods requested, the components and capabilities of the Facilities to be used, and an estimate of the number of participants in the Training. Depending upon availability and other potential conflicts, including STC's need for the Facilities to carry out its educational mission, and at STC's sole discretion, STC may agree to allow the Agency to use the Facilities for the Agency's Training pursuant to this Agreement. Confirmation of the reservation will be provided to the Agency, in writing, via email or otherwise, and shall contain the date(s) and times of the reservation as well as an estimate of the total fees for use based on the information provided by the Agency.

V. CONFIRMATION OF CHARGES

Following the use of the Facilities in connection with one or more Training activities, an authorized representative of the Agency shall sign a Confirmation Form, in the form attached hereto as Exhibit "B," through which the Agency will confirm the total amount due and owing to STC for the use of the Facilities, if anything, as well as the amount due to reimburse STC for costs incurred in connection with Agency's use of the Facilities as described in the Confirmation Form.

VI. GENERAL TERMS AND CONDITIONS

1. All additions to and deletions from this Agreement must be initialed and dated by both parties in order to be a valid part of this Agreement. This Agreement may only be changed in accordance with a written amendment hereto, signed by STC and the Agency, and if required by law or STC policy, by STC's Board of Trustees. Time shall be of the essence for this Agreement, and the period of time granted to the Agency shall not be extended for occupancy or use of the Facilities or for installation or removal of equipment or personal property without written permission from STC.
2. The Agency may not assign any part of this Agreement to any other party without the prior written consent of STC whose consent may be withheld at its sole discretion. STC will not be responsible for any agreement(s) made by the Agency to the Training participants or any other party unless such agreements are expressly made part of this Agreement.
3. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. If any action is instituted in connection with any controversy arising out of this Agreement, the exclusive jurisdiction shall be the courts of Hidalgo County, Texas. The prevailing party shall, to the extent allowed by law, be entitled to recover, in addition to costs, such sum as the court may adjudge reasonable as attorney's fees in such action, and on any appeal from any judgment or decree entered therein.
4. STC shall not be required to observe or comply with any rules, regulations, or policies of the Agency that are not specifically stated and agreed to as part of this Agreement.
5. The Agency shall comply with all applicable rules, policies and procedures promulgated by STC governing the use of the Facilities. STC policies and procedures will be made available to the Agency upon request. The Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations that are in effect during the period of this Agreement which in any manner affect its conduct or its use of the Facilities including, without limitation, the Americans with Disabilities Act (ADA) and Title IX of the Education Amendments 1972.
6. The Agency shall be responsible for the conduct of the participants and anyone else in attendance at the Training, excluding employees and agents of STC, and shall, at the Agency's expense, provide for the necessary personnel, as determined by STC, to provide adequate and appropriate supervision of these attendees and participants in accordance with and adherence to all STC policies and procedures including, but not limited to, the use of alcoholic beverages, consumption of food, and the prohibition of smoking in all STC facilities. Any security services required by STC policy and/or the general statutes of the state of Texas shall be arranged by STC's Police Department at no cost to the Agency unless otherwise agreed by STC and the Agency in writing.

7. In permitting the use of the Facilities, STC does not relinquish control or custody thereof and does hereby specifically retain the right to enforce any and all rules and regulations applicable to the use of the Facilities. All parts of the Facilities will at all times be under the charge and control of STC. STC's representative may enter upon the Facilities at reasonable times to make inspections and to ensure compliance with this Agreement. STC may revoke the privilege of any attendee to use the Facilities, or any STC facility, if, in the sole opinion of STC, the attendee displays behaviors that are injurious or potentially injurious to themselves, others or property of STC. The Agency accepts the risk of loss or damage to its equipment or other personal property brought to or installed in the Facilities during the term of the Agreement. STC shall not be responsible for safeguarding the Agency's property, and shall not be liable for any damage done to the Agency's property by the negligent or intentional acts of any person. Nothing in this section shall operate to bar the Agency from seeking recovery for any losses caused by those individuals responsible for any theft or damage of equipment.
8. The Agency shall utilize only the parking areas designated for all automotive parking of the Training participants, the Agency's employees and agents, and guests, if any, and agrees to instruct all Training participants, employees, guests and other attendees to comply with this requirement.
9. The Agency shall use only its own cellular phone(s) to conduct any business while using the Facilities, unless there is an emergency.
10. The Agency shall not permit the vending or distribution of any merchandise and/or service in the Facilities or on STC premises.
11. STC shall not be responsible for providing, for use of the Agency, any spaces or venues that are not subject to this Agreement. If the Agency should decide not to utilize the Facilities, or any portion thereof, that have been reserved for the Agency at the Agency's request, STC shall not be obligated to reduce or deduct any fees corresponding to their use.
12. The Agency shall not over-subscribe the Training in such a way as to exceed the legal fire capacity of the Facilities. If requested, the Agency shall provide to STC a list of participants as well as any guests of the Training to verify that no such over-subscriptions have occurred.
13. Any additional custodial overtime services, additional technical assistance, additional security services, or any other unforeseen and unavoidable expenses, resulting from the Training and that are not part of the estimated costs, shall be borne by the Agency.
14. Any equipment provided to or rented by the Agency from STC as part of this Agreement is for use only in the Facilities herein contracted and under the supervision, and operation where appropriate, of STC personnel. The Agency shall ensure that any equipment provided by STC pursuant to this Agreement shall be used appropriately and returned in good working order to its proper location

following use each day. Under no circumstances shall any equipment be moved from the Facilities and/or removed from campus without the express written approval of STC. The Agency agrees that equipment not specified as part of this Agreement shall not be used by the Agency or Training participants.

15. The Agency shall ensure that all refuse and waste will be deposited in proper receptacles each day.
16. The Agency shall complete an STC accident report for any incident requiring administration of first aid. Said accident reports shall be provided to STC within twenty-four (24) hours of any incident.
17. The Agency agrees that if, because of any "act of God," riot, war, public emergency or calamity, fire, flood, weather related college closing, earthquake, epidemic, labor disturbance or strike, any act of public authority, or any other cause similar or dissimilar beyond STC's control, STC is unable to provide any of the Facilities and/or services herein contracted on the date(s) specified, performance of this Agreement, with the exception of monies already due and owing, shall be suspended and excused to the extent commensurate with such interrupting occurrence, and STC shall not be liable for any damages that the Agency, its representatives, or the participants in the Training might suffer.
18. To the fullest extent permitted by Texas or federal law, the Agency shall be responsible for any and all loss of, or damage or injury to, any property owned by STC resulting from the negligent and/or intentional acts of its officers, employees, agents, Training participants, or other attendees.
19. All written materials or advertising materials to be utilized by the Agency that refer in any way to STC must be reviewed and approved by STC prior to publication. Under no circumstances shall the Agency use the name of STC and/or any of its institutional insignia or logos without STC's prior written consent.
20. Except as specifically provided in this Agreement, STC hereby disclaims with respect to all services, equipment, Facilities or other deliverables provided hereunder, all express or implied warranties, including implied warranties of merchantability, quality, or fitness for a particular purpose.
21. If the Agency fails to perform, keep or observe any of the terms, covenants or conditions of this Agreement, STC shall give notice of default. If the default is not remedied to the satisfaction and approval of STC within the time specified in the notice, the Agency may be declared in default, and all of the Agency's rights hereunder shall terminate. At the direction of STC, the Agency shall forfeit all rights under this Agreement to any monies paid to STC in the form of deposits, advance payments, etc., and be further responsible for any additional monies owed which STC deems necessary to cover expenses incurred due to the cancellation of the Agency's event.
22. To the fullest extent permitted by Texas or federal law, the Agency agrees to indemnify, defend and hold STC, its officers, employees and agents, harmless from

any and all costs, losses, damages, claims, suits or any liability whatsoever, including attorneys' fees, resulting from injury, including death, to person or damage to property arising out of, or in any manner connected with the Agency's use of the Facilities or any other property belonging to STC.

23. Nothing contained herein is intended or shall be construed as a waiver of either party's right to assert, in connection with any claim, demand or legal action arising under this Agreement, any privilege, immunity or defense conferred upon or otherwise available to the party as a state or federal governmental entity or agency or as a political subdivision of the State of Texas.
24. This Agreement and the performance of the services described herein does not create any agency, partnership, or joint venture between STC and the Agency. This Agreement does not confer any benefits on any third party unless it expressly states that it does.
25. The Agency agrees that all electrical connections must be made by STC personnel and all STC equipment must be operated by STC personnel. Further, the Agency agrees that no equipment, device or fixture may be used which, in STC's opinion, endangers the structural integrity of the Facilities.
26. This Agreement may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument. This Agreement constitutes the entire agreement between the parties relating to use of the Facilities and supersedes any previous agreements or understandings. If any provision of this Agreement, or the application of any provision to any party or circumstance, is found to be invalid, unenforceable or illegal in any respect, the remainder of the Agreement, and the application of the provision to other parties or circumstances, shall remain valid and in full force and effect. Any failure of STC, at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of the Agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of STC at any time to avail itself of same.

Executed as of the date first above written.

STC:	AGENCY:
South Texas College	City of Mission Fire Department
Signature:	Signature:
Dr. Ricardo J. Solis	Mike Silva

President	Interim Fire Chief
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Exhibit A
Participant Release and Waiver

I, the undersigned, hereby release, waive, discharge and covenant not to sue South Texas College, including its officers, trustees, agents, volunteers, and employees, collectively referred to as the "Releasees," from or for all liability to the undersigned for any and all loss, liability damage, or cost, or any claim or demands therefor, 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 South Texas College, including the Facilities.

I, the undersigned, hereby agree to indemnify and save and hold harmless the Releasees from any and all loss, liability, damage, or cost that the Releasees, or any one of them, may incur due to or in connection with the presence of the undersigned in or upon the property of South Texas College including the Facilities, regardless of whether such loss, liability, damage, or cost was caused by the negligence of the Releasees.

I, the undersigned, hereby assume full responsibility for and risk of bodily injury due to the negligence of the Releasees or otherwise while in or upon the property of South Texas College including the Facilities.

I, the undersigned, agree that any dispute related to this Participant Release and Waiver will be governed by the laws of the State of Texas and will be adjudicated exclusively in the state courts of Hidalgo County, Texas.

I, the undersigned, acknowledge and agree that the activities that take place on the property of South Texas College, including the Facilities, are very dangerous and involve the risk of serious injury and/or death, and that I have read and signed this Participant Release and Waiver voluntarily.

I have read the above statements and understand the contents.

PRINT NAME _____

SIGNATURE _____

AGENCY (if applicable) _____

DATE _____/_____/_____

Exhibit B

Confirmation of Reimbursable Expenses

Propane - per gallon at current market cost

Liquid Smoke – per gallon at current market cost