

**AGREEMENT BETWEEN  
TRINITY BROADCASTING NETWORK AND  
Texas Juvenile Justice Department  
MOU CON0000398**

This agreement ("Agreement") is made by and between the Texas Juvenile Justice Department ("Department") and Trinity Broadcasting Network ("TBN"), which are the parties hereto.

**RECITALS**

The purpose of this Agreement is to establish the general conditions and joint process that will allow TBN to install equipment ("Equipment") enabling the Department's correctional institutions ("Facilities") to receive and retransmit TBN's television programming ("Programming") throughout the Facilities.

**I. Term of Agreement**

This Agreement shall begin on the date on which it is signed by both parties and shall continue in perpetuity unless cancelled as provided herein.

**II. Scope of Agreement**

The Department and TBN agree to carry out their respective responsibilities and promises outlined below, subject to controlling law.

**III. Consideration**

The parties acknowledge that the consideration for the Agreement shall be TBN installing the Equipment and providing the Programming at its sole cost and expense in exchange for the Department making the Programming accessible to inmates.

**IV. Responsibilities and Promises of the Parties**

**A. Department**

1. Provide the appropriate security clearance to technicians to access the Facilities, so long as technicians are approved by Department in accordance with the terms of this Agreement.
2. Provide appropriate access for approved technicians into the Facilities for the purposes of installation, instruction, and/or repair of the Equipment.
3. Identify the designated locations for the Equipment.
4. Inform inmates that TBN Programming is available and how they may access/view TBN Programming.
5. Retransmit the Programming 24 hours a day, 7 days a week, to televisions and/or video monitors that can be viewed by the inmate population.
6. Department shall not have the right to charge any fee or admission for viewing the Programming.

7. The Department shall not use the Equipment in any manner that would interfere with TBN's Programming being the only Programming retransmitted by the Equipment, or that would result in the discontinuation of TBN Programming.

8. The Department agrees to notify TBN regarding any maintenance that must be performed on the Equipment to ensure it is in safe operating condition. The Department further acknowledges that TBN shall not be responsible for any routine maintenance inspections of the equipment whatsoever. The Department shall not have any duty whatsoever in relation to the Equipment, its maintenance, or its repair.

9. TBN grants the Department permission to record TBN Programming for the sole purposes of replaying the Programming at a different time or storing selected programs in the chapel library so they can be replayed for inmates. The Department shall not have the right to edit, in any way, any portion of the Programming or recorded material.

**B. TBN**

1. Provide appropriate security information to the Department on all technicians or other workers who will seek access to one of the Department's Facilities. TBN or the 3<sup>rd</sup> party contractor shall provide this information sufficiently early so that the Department can complete a security clearance.

2. TBN shall install the Equipment in the Facilities at TBN's sole cost and expense.

3. Upon the request of the Department, TBN agrees to repair the Equipment during the term of this Agreement at TBN's sole cost and expense. TBN further agrees to modify or adjust the Equipment, at its sole cost and expense, if the source of the Programming changes for any reason. However, this Agreement shall terminate if TBN cannot modify the Equipment to receive the Programming within a reasonable time or for a reasonable cost.

4. TBN shall retain full ownership of the Equipment.

**V. Agreement Managers**

The parties have identified the following individuals as Agreement managers. These managers shall serve as a contact for any issues arising out of this Agreement.

<b>Trinity Broadcasting Network</b>	<b>Texas Juvenile Justice Department</b>
Mark Reynolds	David Reilly
National Director	Executive Director
4525 Vineland Road	11209 Metric Blvd. Bldg. H Suite A
Orlando, Florida 32811	Austin Texas 78758
Telephone: (321) 206-6051	Telephone (512) 490-7004
Facsimile: (321) 445-9790	Facsimile (512) 490-7252
E-Mail: MReynolds@tbn.org	David.reilly@tjjd.texas.gov

## VI. Modification

Modifications to this Agreement shall only be valid if in a writing between TBN and the Department, signed by both Parties, and expressly made a part of this Agreement.

## VII. Termination

Either party may terminate this Agreement for any reason with thirty (30) days' written notice to the other party or immediately in the event of a breach by the other party. In the event of a termination by the Department, or by TBN, TBN shall be responsible for uninstalling the equipment at its sole cost and expense. In the event of termination, TBN shall also be responsible for removing the Equipment from the Facility at its sole cost and expense. The terms and conditions of this Agreement shall survive the termination of this Agreement until TBN has uninstalled and removed all of its equipment from Department facilities.

## VIII. Further Agreements between TBN and Department

A. Institutional Security: In carrying out the provisions of this Agreement, TBN shall comply with all security procedures for vendors doing business in the Department's Facilities.

B. Background Checks: At the Department's discretion, TBN-contracted technicians assigned to this project may be subject to a background/criminal records check, in accordance with Section IX, Article 9 of this Agreement. The records check may occur or re-occur at any time during the term of the Agreement. The Department has full discretion to require TBN to disqualify, prevent, or remove any contracted technician from any work under this Agreement. The Department is under no obligation to inform TBN of the records check findings or criteria for disqualification or removal. In order for the Department to conduct this records check, TBN shall provide, prior to the performance of any services under this Agreement, the following data for contracted technicians assigned to the Agreement: full name, date of birth, social security number, driver's license number and state of issue.

C. Confidentiality: TBN and the Department shall ensure all staff and contractors assigned to this Agreement maintain confidentiality with reference to individual participants receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and TBN agree that all information and records obtained in the course of providing services under this Agreement shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto. The Department and TBN agree to keep all Department and TBN personnel/contractor information (i.e. telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person unless released in writing.

## IX. Certifications

### Article 1: Equal Opportunity

TBN certifies compliance with all terms, provisions, and requirements of Titles VI and VII, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and any other Federal, state,

local or other anti-discriminatory act, law, statute or regulation, along with all amendments and revisions of the acts, laws, statutes or regulations, in the performance of this contract, and will not discriminate against any child or youth, client, employee, or applicant for employment because of race, creed or religion, age, sex, color, national or ethnic origin, handicap, or any other illegal discriminatory basis or criteria.

#### Article 2: Unfair Business Practices

TBN certifies that it and its officers have not been found guilty in a judicial or state administrative agency proceeding of unfair business practices as set out in the Texas Business and Commerce Code and that no officer of TBN has served as an officer of another company which has been found guilty in a judicial or state administrative agency proceeding of unfair business practices. If the above certifications are false, this contract is void.

#### Article 3: Franchise Taxes

Section 1: TBN certifies that should TBN be subject to payment of Texas franchise taxes, all franchise taxes are current. If such certification is false this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken.

Section 2: If TBN is exempt from payment of Texas franchise taxes, TBN shall so indicate by attachment to this contract.

Section 3: If TBN's payment of Texas franchise taxes becomes delinquent during the term of this contract, TBN will notify TJJD within 24 hours. If such delinquency cannot be cured within 24 hours and a copy of the Certification of Account Status proving payment of delinquent taxes cannot be provided to TJJD, this contract may be terminated at the option of TJJD or other administrative error sanctions may be taken under the provisions of the contract.

#### Article 4: Restriction on Possession of Weapons

TBN agrees that TBN or any associates providing services on behalf of TBN shall not carry or possess any type of firearm or other weapon listed in Texas Penal Code Section 46.01 while rendering services to TJJD youth under this contract. This prohibition includes the carrying of a concealed handgun licensed under the authority of Chapter 411, Subchapter H, Texas Government Code. TBN shall be under an affirmative duty to keep weapons out of the possession of TJJD youth while TBN or its technicians are rendering services under this Agreement.

#### Article 5: Notification to TJJD of Subconsultants & Subcontractors

Section 1: No contractual relationship will exist between TBN's subconsultants or subcontractors and TJJD. TJJD shall have no responsibility whatsoever for the conduct, actions, or commissions (active or passive) of any subconsultants or subcontractors in the performance of their duties under this contract.

Section 2: TBN shall be solely responsible for the management of any subconsultants or subcontractors in the performance of their duties under this contract.

Article 6: Compliance with §572.054, Texas Government Code, Former Officer or Employee of TJJJ

TBN certifies compliance with §572.054, Texas Government Code. TBN has not employed a former officer or employee of TJJJ to perform services on TBN's behalf, to secure this contract or to represent TBN in any manner prohibited by the referenced statute. A false certification could result in termination of this contract.

Article 7: Compliance with §2252.901, Texas Government Code, Former or Retired Employee of the Agency

TBN certifies compliance with §2252.901, Texas Government Code, which provides "A state agency may not enter into an employment contract, a professional services contract under chapter 2254, or a consulting services contract under Chapter 2254 with a former or retired employee of the agency before the first anniversary of the last date on which the individual was employed by the agency, if appropriated money will be used to make payments under the contract. This section does not prohibit an agency from entering into a professional services contract with a corporation, firm, or other business entity that employs a former or retired employee of the agency within one year of the employee's leaving the agency, provided the former or retired employee does not perform services on projects for the corporation, firm or other business entity that the employee worked on while employed by the agency." TBN certifies that he/she is not prohibited from entering into this contract because of any prior employment with TJJJ.

Article 8: Specially Designated Nationals and Blocked Persons List

TBN certifies that it is not on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control.

TBN certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that TBN is in compliance with the State of Texas statutes and rules relating to procurement and that TBN is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM>

Article 9: Terrorism

The Texas Juvenile Justice Department is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing TBNs/vendors with The System for Award Management (SAM), <https://www.sam.gov/portal/public/SAM>, which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Article 10: Fingerprint and Background Check:

TBN will:

1. As directed, provide information regarding persons providing services under this Agreement and personnel access for a criminal background check including, but not limited to, fingerprinting check, criminal records check, sex offender registration records check, PREA employment standards check, child abuse registry check and drug test. Criminal background checks shall be conducted at TJJJ's expense and through TJJJ or TJJJ's contract providers for each of TBN's employees, agents, consultants, subcontractors, subcontractor's employees, and volunteer workers providing service under this Agreement. Any TBN employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who is unwilling to provide or who does not provide required information will not be allowed to work under this agreement. No TBN employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker may work under this agreement until the criminal background check is completed and approval is obtained from TJJJ's Director of Human Resources.
2. Notify TJJJ's Director of Human Resources of any employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker who works with TJJJ youth and who is arrested, indicted, or charged with a criminal offense or who resigns while under investigation for inappropriate conduct or policy violations. Such employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker shall be immediately suspended from working under this agreement unless authorized by TJJJ's Director of Human Resources.

TJJJ will approve or deny any TBN employee, agent, consultant, subcontractor, subcontractor's employee, or volunteer worker in accordance with TJJJ policies and procedures. TJJJ's designated contact for criminal background checks is the Human Resource Department, Manager of Criminal Background Checks, (512) 490-7130.

#### Article 11: Convictions for Hurricane Katrina or Rita

Under Section 2155.006, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible

to receive the specified contract and acknowledges that any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

#### Article 12: Antitrust

TBN represents and warrants that neither TBN nor any firm, corporation, partnership, or institution represented by TBN, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or federal antitrust laws; or (2) communicated directly or indirectly any contents of any submitted Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.

#### Article 13: Contracting with Executive Head of State Agency

Under Government Code §669.003, relating to contracting with an executive of a state agency, TBN represents that no person who, in the past four years, served as an executive of the Texas Comptroller of Public Accounts, Texas Juvenile Justice Department or any other state agency, was involved with or has any interest in this contract. If TBN employs or has used the services of a former executive head of Texas Juvenile Justice Department or other state agency, then TBN shall provide the following information: Name of former executive, name of state agency, date of separation from state agency, position with TBN, and date of employment with TBN.

#### Article 14: Certain Bids and Contracts Prohibited

Under Government Code § 2155.004, no person who prepared the specifications or this contract has any financial interest in TBN's proposal. If TBN is not eligible, then the contract shall be immediately terminated. Furthermore, under Section 2155.004, Government Code, the vendor [TBN] certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

#### Article 15: Gifts and Gratuity

By executing this agreement, the undersigned signatory certifies that he/she has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the agreement or signing it with a false statement shall void the agreement.

#### Article 16: Debarment

TBN certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that TBN is in compliance with the State of Texas statutes and rules relating to procurement and that TBN is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/public/SAM>

Article 17: By signature hereon, the TBN certifies that:

All statements and information prepared and submitted in relation to this contract are current, complete and accurate.

When a Texas business address shown hereon that address is, in fact, the legal business address of TBN and TBN qualifies as a Texas Resident Bidder under Texas Administrative Code Title 34, Sec. 20.32(68).

ARTICLE 18: Compliance with PRISON RAPE ELIMINATION (PREA)

TBN shall comply with the Final Rule of the Prison Rape Elimination Act (PREA) of June 20, 2012 (Federal Law 42 U.S.C. 15601) and with all applicable PREA standards and TJJJD policies related to PREA. Contractor shall make itself familiar with and at all times shall observe and comply with all PREA regulations which in any manner affect performance under this service. Failure to comply with PREA standards and related TJJJD policies may result in termination of the contract.

ARTICLE 19: Access to Information

Contractor is required to make any information created or exchanged with TJJJD pursuant to this contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TJJJD. Contractor agrees to provide TJJJD with this information in a format that is accessible to the public, including but not limited to non-encrypted electronic format, PDF, and HTML.

X. General Provisions

Article 1: Relationship of Parties

TBN is acting as an independent contractor and is wholly responsible for the day to day operations of its programs and employees; no joint venture, partnership, or agency exists nor shall be implied by the terms of this contract. No employee of TBN shall become an employee of TJJJD by virtue of this contract.

Article 2: Indemnity

TBN agrees to be liable for, and hereby does indemnify and hold harmless TJJJD and its officers, directors, agents, employees and representatives from and against any and all liability for any and all claims, suits, demands, causes of action, and/or damages, (including costs of court and reasonable attorneys' fees) arising from or based upon misconduct, intentional or negligent acts, and intentional or negligent omissions on the part of TBN, its officers, directors, agents, representatives, employees, subcontractors, subcontractors' employees, and volunteers which may arise out of or could result from this contract.

Article 3: Confidentiality and Security

- Section 1: TBN agrees that all its employees will comply with state and federal law and with TJJD policies regarding the confidentiality of student records and identifying information.
- Section 2: TBN agrees that all information regarding TJJD and/or its youth that is gathered, produced, or otherwise derived from this contract shall remain confidential subject to release only by permission of TJJD.
- Section 3: TBN's employees who visit any TJJD facility will comply with that facility's security regulations.
- Section 4: Identifying pictures, appearances, films, or reports of TJJD youth may not be disclosed by TBN without the written consent of the youth and, if under age 18, of his or her parents, guardian, or managing conservator.

#### Article 4: Administrative Error Sanctions

- Section 1: TJJD, based on information from monitoring or other verifiable sources, may terminate this contract for the reasons set forth in the article dealing with termination, or take other actions including, but not limited to:
- a. Require the TBN to take specific corrective actions in order to remain in compliance with the terms of this contract; and/or
  - b. Impose recommendations from audit or investigative findings, and minor or major sanctions; and/or
  - c. Assess liquidated damages for each instance of non-compliance.
  - d. Suspend, place into abeyance, or remove any contractual rights
- Section 2: TBN shall cooperate fully with TJJD and its authorized representative in carrying out corrective action plans.

#### Article 5: Termination

- Section 1: TBN may terminate, for convenience, its obligations under this contract by giving thirty (30) days notice.
- Section 2: TJJD may terminate, for convenience, its obligations under this contract by giving thirty (30) days notice, or immediately in the event breach of contract by TBN.
- Section 3: TJJD shall terminate this contract in the event that TJJD is not granted funding to pay for the herein described services or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds.
- Section 4: Cause/Default: If the TBN fails to provide the goods or services contracted for according to the provisions of the Contract, or fails to comply with any terms or conditions of the Contract. TJJD may, upon written notice of default to the TBN, immediately terminate all or any part of the Contract. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies as provided in equity, by law or under the Contract. TJJD may exercise any other right, remedy, or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TJJD notifies the TBN in writing prior to the exercise of such remedy. The TBN shall be liable for all costs and expenses,

including court costs, incurred by TJJD with respect to the enforcement of any of the remedies listed herein.

#### Article 6: Funding Out Clause

This contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruption of current appropriations, provisions of the Termination Article shall apply. This contract is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

#### Article 7: Waiver

No waiver by either party of any breach or default of the other under this contract shall operate as a waiver of any future or other breach or default, whether of a like or different character or nature.

#### Article 8: Severability

The provisions of this contract are severable. If any part of this contract is contrary to any federal, state, or local law, it is not applicable and such invalidity shall not affect the other provisions or applications of this agreement which can be given effect without the invalid provision or application.

#### Article 9: Contract Amendment

No other agreements, oral or written, shall constitute a part of this contract unless such is made in writing, executed by the parties hereto or their successors, and expressly made a part of this contract. TJJD reserves the right to make unilateral minor administrative changes to correct typographical errors or increase the "not to exceed" amount if necessary for continuation of services.

#### Article 10: Notice of Changes

Section 1: TBN shall notify TJJD immediately in writing in advance of any significant change affecting TBN, including but not limited to change of TBN's name or identity, location of services, ownership or control, operating entity, governing board membership, key personnel, payee identification number, and other significant changes that may affect the delivery of services under the terms of this contract.

Section 2: TBN shall not transfer or assign this contract or enter into any subcontract for the services under this contract without prior written approval from TJJD.

#### Article 11: Notice

Required notices will be provided to the TJJD Contracts Department at the TJJD Central Office at Texas Juvenile Justice Department, 11209 Metric Blvd., Bldg. H., Ste. A, Austin, Texas 78758.

#### Article 12: Venue

In any legal action arising under this contract, the laws of the State of Texas shall apply and venue will be in Travis County, Texas.

#### Article 13: Problem Solving in the Ordinary Course of Business

Section 1: The parties to this contract shall use the procedures contained in this article for routine problem solving. These procedures may also be used if a party is asserting a claim for breach of contract. Should these procedures not resolve claims for breach of contract, the procedures contained in Article 16 shall be followed thereafter.

Section 2: Informal Resolution: TBN and TJJD staff will communicate regularly and engage in informal problem solving efforts as a routine measure, thus preventing differences from becoming major problems. When routine measures have been exhausted, TJJD staff are encouraged to utilize the following mechanism to resolve problems.

Section 3: Formal Resolution:

- a. TBN or TJJD staff who wish to submit problems for resolution may do so in writing, including all relevant information and a recommended resolution.
- b. The statement of problem will be submitted to the designated contact unless the problem specifically involves the designated contact, in which case, it will be submitted to the designated contact's supervisor.
- c. Problems are resolved within ten working days; written responses will be sent to the individual or program that submitted it, designated contact and designated contact's supervisor.

Section 4: Appeal: If TBN desires to appeal the decision, it may do so within ten days by writing all information relevant to the appeal to the designated contact's supervisor if the problem was resolved by the designated contact or TJJD Contracts Department if the problem was resolved by the designated contact's supervisor. When appealed, the problem shall be resolved within 14 working days, responses will be sent to the individual or program who submitted it, designated contact, designated contact's supervisor, and TJJD Contracts Department.

#### Article 14: Claims for Breach of Contract

Section 1: The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used, as further described herein, by the Texas Juvenile Justice Department and TBN to attempt to resolve any claim for breach of contract made by the TBN.

- a. TBN's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Government Code. To initiate the process, the TBN shall submit written notice, as required by Subchapter B, to the Executive Director. Said notice shall specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Texas Juvenile Justice Department and the TBN otherwise entitled to notice under the parties' contract. Compliance by the TBN with Subchapter B is a condition precedent

to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Government Code.

- b. The contested case process provided in Chapter 2260, Subchapter C, of the Government Code is the TBN's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Texas Juvenile Justice Department if the parties are unable to resolve their disputes under subparagraph A. of this paragraph.
- c. Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Texas Juvenile Justice Department nor any other conduct of any representative of the Texas Juvenile Justice Department relating to the contract shall be considered a waiver of sovereign immunity to suit.

Section 2: The submission, processing and resolution of the TBN's claim is governed by the published rules adopted by the Texas Juvenile Justice Department pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Section 3: Neither the occurrence of an event nor the pendency of a claim constitute grounds for the suspension of performance by the TBN, in whole or in part.

#### Article 15: No Third Party Beneficiaries

The terms of the Agreement are for the sole benefit of the parties to the Agreement and will not be construed to confer any rights on any other person.

#### Article 16: Buy Texas

TBN represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

#### Article 17: Specifications

The services performed shall be in accordance with the purchase specifications herein. TJJD will determine the answers to all questions that may arise as to the interpretation of the specifications and the quality or acceptability of work performed. TJJD will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the TBN.

#### Article 18: Assignment

Without the prior written consent of TJJD, TBN may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

#### Article 19: Compliance with Other Laws

In the execution of this Contract, TBN shall comply with all applicable federal, state and local laws, including laws governing labor, equal employment opportunity, safety and environmental protection. TBN shall make itself familiar with and at all times shall observe and comply with

all federal, state and local laws, ordinances and regulations which in any manner affect performance under this Contract.

**AUTHORIZATION FOR SIGNATURE**

The parties hereto cause this Agreement to be executed by their undersigned official(s) as duly authorized and agree this Agreement contains the full and final expression of the agreement between the parties.

**FOR TRINITY BROADCASTING NETWORK**

Signed Name: Mark Reynolds

Printed Name: Mark Reynolds

Title: National Director – TBN 2<sup>nd</sup> Chance

Date: 7-6-15

**FOR Texas Juvenile Justice Department**

Signed Name: David Reilly

Printed Name: David Reilly

Title: Executive Director

Date: 6/24/15