



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS
AND
INSTRUCTOR**

STATE OF TEXAS
COUNTY OF TARRANT

1. This agreement is by and between the North Central Texas Council of Governments (NCTCOG), and **Instructor Name** (INSTRUCTOR), and in aid of the **Traffic Incident Management Training Program**. Instructional services to be provided are strategic elements related to traffic incident management and first responder conditions. Dates of instruction are as agreed upon in the Confirmation of Services Form.
2. The term of this agreement shall commence when signed by the last party who's signing makes the Agreement fully executed and shall be terminated upon 30 days written notice by either party or terminated as otherwise provided for in this agreement.
3. This agreement shall automatically terminate on the program expiration date or any extension date thereof granted by the funding agency or upon termination of the underlying program by the funding agency. All services billed hereunder must be rendered within the program period.
4. It is understood by all parties that payment obligations created by this agreement are conditioned upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations.
5. The INSTRUCTOR has chosen one of the following three options in relation to compensation for instructional services provided:
 - _____ INSTRUCTOR elects to receive compensation in the form of direct payment for instructional services provided at a rate of \$40.00 per hour.
 - _____ INSTRUCTOR elects to receive compensation in the form of payment to INSTRUCTOR's Agency Employer for instructional services provided at a rate of \$40.00 per hour. INSTRUCTOR shall provide all Agency Employer information necessary to process payment requests.
 - _____ INSTRUCTOR elects to donate INSTRUCTOR's time and waive compensation for instructional services provided at a rate of \$40.00 per hour. INSTRUCTOR acknowledges that NCTCOG may utilize donated services to support local match obligations.
6. In the instance where the INSTRUCTOR is employed by a government agency and has elected to receive compensation in the form of direct payment for instructional services, INSTRUCTOR will provide documentation of government agency approval.
7. The INSTRUCTOR will be given a Confirmation of Services form to complete to confirm the location, date, and daily rate of services provided; mileage; applicable toll charges; and anticipated payment amount. As applicable, the signed form will serve as a request for payment upon receipt by NCTCOG.

8. An INSTRUCTOR of a two day training course who travels 50 miles or more (one way) to the scheduled training location is eligible for lodging (not to exceed one night at the established lodging per diem rate). Receipts must be submitted to NCTCOG.
9. Any handout materials must be submitted to NCTCOG at least one (1) week in advance of the course. Materials must be appropriate to the course and provide recognizable learning points. Additional course material may be provided by NCTCOG.
10. The NCTCOG is responsible for closely monitoring the INSTRUCTOR and the exercise of reasonable care to enforce all terms and conditions of the program. INSTRUCTOR agrees to fully cooperate in the monitoring process.
11. Requirements of the Uniform Grant Management Standards (UGMS) promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this agreement, including the agreement provision as in Section 36, Common Rule of Office of Management and Budget (OMB), of the above standards. The NCTCOG will keep all project records.
12. Nothing in this agreement guarantees INSTRUCTOR any other employment or opportunity to perform services with or on behalf of the NCTCOG. NCTCOG shall not be responsible or liable for any misrepresentations, acts, errors, or omissions of any kind, negligence, carelessness or other liability or disputes which may arise during the term of this agreement.
13. This agreement creates an Independent Contractor Relationship. NCTCOG shall not control or direct the details, manner or means by which INSTRUCTOR performs services, but may give general direction as to expected outcomes. INSTRUCTOR acknowledges responsibility for performing the training course in a professional manner and in accordance with currently approved industry practices. INSTRUCTOR shall devote such time and effort as is necessary to be prepared to make the presentation as agreed.
14. As applicable, INSTRUCTOR shall pay any taxes arising out of payments made to INSTRUCTOR under this agreement, including any income tax, withholding tax, employment tax, and social security contribution. As applicable, NCTCOG will report to INSTRUCTOR and the Internal Revenue Service all amounts paid to INSTRUCTOR pursuant to this agreement on the appropriate Form 1099 as non-employee compensation.
15. INSTRUCTOR is not eligible to participate in or receive any employee benefits of or from NCTCOG.
16. This agreement is not assignable, in whole or in part.

INSTRUCTOR and NCTCOG agree to the terms and conditions of this agreement.

INSTRUCTOR: _____

Printed Name: _____

Date: _____

NCTCOG: _____

Printed Name: _____

Title: _____

Date: _____

Agency Approval
(if applicable) _____

Printed Name/Title _____

Date: _____