

## **INTERLOCAL COOPERATION CONTRACT**

### **I. CONTRACTING PARTIES AND AUTHORITY**

The Department of Public Safety (DPS) and the Local Governmental Entity Employer (LGEE), County of Hidalgo, Texas by and through the Hidalgo County Criminal District Attorney, are contracting under the authority of Texas Government Code Chapter 791 (the Interlocal Cooperation Act).

DPS certifies that it has the authority to contract for the services agreed upon by the authority granted in Texas Government Code Chapter 411.

LGEE certifies that it has the authority to contract for the services agreed upon by the authority granted in Section 44.208 of the Texas Government Code.

### **II. PURPOSE**

This Contract sets forth the agreed-upon terms and conditions of support to DPS by the LGEE. In general, the LGEE will provide administrative or operational support to DPS in furtherance of public safety in the respective jurisdiction. This Contract is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable at law or otherwise by any third party against the parties, or the officers, employees, agents, or associated personnel of the parties.

### **III. SCOPE OF OPERATIONS**

- A. While assigned to work with DPS, the LGEE employee will work on projects or operations in support of DPS as agreed upon by LGEE and DPS. LGEE will ensure its employee operates in accordance with DPS policies and procedures, which includes policies about physical access and network and systems access. When required, LGEE will require the LGEE employee to agree to and sign Non-disclosure Agreements, access policies, CJIS certifications, and any other documents that DPS deems necessary.
- B. LGEE employee must be able to communicate clearly, both verbally and in writing, and be able to work in a high-stress environment.
- C. A DPS-assigned supervisor will supervise LGEE employee while that employee is assigned to work with DPS.
- D. Employee's duty hours are those agreed to by DPS, Monday through Friday, with the exception of State of Texas observed holidays, office closures due to inclement weather, and any other emergency closures as approved by DPS.
- E. It is clearly understood by all Parties that LGEE employees that are not sworn officers are assigned to work with DPS in a support role.
- F. DPS has the sole authority to approve or deny modifications to an employee placement.
- G. DPS will document any equipment issued to the employee in writing and will include the following information: full description of the item(s); condition at time of issuance; length of time the property will remain with employee, and the location to which it must be returned. The LGEE employee must safeguard all property issued to him or her by DPS as if it were the employee's own property. LGEE and employee will report loss or damage of the issued equipment immediately to DPS. Unless contrary to law or regulation, LGEE agrees to be

financially responsible for any damage to equipment owned by DPS that is caused by its employee and to settle up with its employee if necessary.

#### **IV. RESPONSIBILITIES**

##### **A. DPS will:**

1. at its own expense and as necessary depending on the LGEE employee category, conduct a DPS-defined background check on employee prior to execution of this Contract and periodically throughout the employee's period of assignment;
2. if applicable, notify LGEE of employee's failure to maintain acceptable background clearance;
3. provide supervision of work and feedback on the employee's job performance to LGEE;
4. reimburse LGEE for any DPS-mandated travel and training expenses for employee;
5. provide appropriate work space, computer and telecommunications equipment, network access, office equipment and supplies to employee as necessary to fulfill his or her duties;
6. maintain all equipment assigned to employee;
7. provide training to employee consistent with the objectives of developing, upgrading, and maintaining skills required by DPS; and
8. maintain files on employee for the purpose of documenting training records, emergency notifications, and other documentation as required by the State of Texas.

##### **B. LGEE must:**

1. provide a primary point-of-contact to DPS;
2. maintain responsibility for all payroll functions and pay (to include salary, fringe benefits, taxes, and retirement);
3. perform periodic performance reviews, impose any necessary disciplinary actions, promotions, or raises;
4. notify DPS immediately in the event that employee is injured or suspected of misconduct;
5. approve leave requests and ensure employee coordinates those requests with DPS;
6. ensure employee adheres to all DPS and LGEE policies and procedures, including:
  - a. LGEE's personnel, leave, and attendance policies;
  - b. DPS's safety policies;
  - c. DPS's physical and network access policies
  - d. DPS's professional conduct policies;
7. ensure employee signs any CJIS required certifications and any network or systems access permission documents as requested by DPS;
8. require employee to consent to an initial DPS-defined background check, if required for DPS duties, and maintain an acceptable background clearance throughout the placement at DPS;
9. keep a current list of the names of all employees that work in a DPS office and will coordinate with the appropriate DPS office regarding all employees; and
10. ensure employee maintains the confidentiality of all DPS data. This duty will survive the termination of this Contract.

#### **V. TRAINING and TRAVEL EXPENSES**

- ##### **A. DPS will reimburse LGEE for any training and travel expenses incurred for employee's travel to training sessions, training exercises, or other DPS-required business activities. All travel**

expenses must be approved, in writing, and in advance and must comply with the State of Texas Travel Guidelines as posted in the following link:

<https://fmx.cpa.texas.gov/fmx/travel/texttravel/index.php>.

- B. In the event that DPS does not prepay for training sessions or exercises, DPS will also reimburse LGEE for any training deemed necessary by DPS for the LGEE employee's job duties.
- C. Should DPS approve and authorize travel or training expenses for the employee, LGEE employee must provide original receipts in support of the travel or training expenses.

#### **VI. ADMINISTRATIVE, FINANCIAL, and PERSONNEL MANAGEMENT**

- A. LGEE is responsible for all personnel-related management of employee, including payroll, benefits, periodic performance reviews, job coaching, disciplinary actions, promotions, and terminations.
- B. LGEE employee will be immediately unable to work on DPS premises in cases of unacceptable job performance, negative criminal history status changes, breach in confidentiality, or other unacceptable behavior in violation of this Contract. LGEE employees may be removed for other causes with two weeks' notice to LGEE and LGEE employee.
- C. The LGEE employee may request a release from assignment to DPS by submitting the request in writing through the LGEE, with a carbon copy to DPS. If LGEE and DPS wish to continue their relationship, LGEE will identify a replacement employee and recommend that employee to DPS.

#### **VII. LIABILITY**

- A. The Parties acknowledge that this Contract does not alter the applicable law governing civil liability, if any, arising from the conduct of employees.
- B. LGEE acknowledges that it is responsible for the negligent, wrongful acts or omissions of its employees and agents while acting within the scope of their employment to the extent permitted by law. DPS cannot guarantee that the State of Texas will provide legal representation or indemnification to any employee.
- C. Neither this Contract nor any activities between the Parties are intended to create an agency or employment relationship, a joint venture, or to otherwise create any liability for the Parties whatsoever, with respect to the Parties' indebtedness, liabilities, and obligations. No employee assigned by LGEE will be considered an employee of DPS.

#### **VIII. CONTRACT AMOUNT and BASIS FOR CALCULATING COSTS**

The total amount of this contract will not exceed \$50,000.

Nothing in this Contract will require LGEE or DPS to obligate or transfer any funds. The only funds authorized for payment to LGEE under this Contract is the reimbursement for any DPS-approved and requested travel and training expenses incurred throughout the term of this Contract.

#### **IX. TERM OF CONTRACT, TERMINATION, and AMENDMENTS**

This contract is effective on the date of the last party to sign and will terminate four years from that effective date, or upon written request of either party with 30 calendar days' written notice, whichever

occurs earlier. This contract may only be amended or extended by mutual written agreement of the parties.

**X. POINTS OF CONTACT**

	<b>DPS</b>	<b>LGEE</b>
<b>Name</b>		Ricardo Rodriguez, Jr.
<b>Title</b>		Criminal District Attorney
<b>Address</b>		100 E. Cano
<b>City, State, Zip</b>		Edinburg, TX 78539
<b>Phone</b>		(956)292-7600

**XI. CERTIFICATIONS**

The parties certify that (1) the contract is authorized by the governing body of each party; (2) the purpose, terms, rights, and duties of the parties are stated within the contract; and (3) each party will make payments for the performance of governmental functions or services from current revenues available to the paying party.

LGEE agrees to abide and to ensure its employees abide by all terms and conditions specified within this Contract.

The undersigned signatories have full authority to enter into this Contract on behalf of the respective Parties.

**Local Governmental Entity Employer  
(Hidalgo County, Texas)**

**Department of Public Safety**

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**Ricardo Rodriguez, Jr.  
Criminal District Attorney**

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**Signatory's name  
Signatory's title**

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**Date**

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**Date**