

STATE OF TEXAS

§
§
§

COUNTY OF HIDALGO

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH
THE HIDALGO COUNTY SHERIFF'S OFFICE
AND ***LAW ENFORCEMENT AGENCY***
FOR TEXAS COMMISSION ON LAW ENFORCEMENT (TCOLE) TRAINING
REPORTING**

This Agreement is entered into, by and between the COUNTY OF HIDALGO, TEXAS (COUNTY) By and Through The HIDALGO COUNTY SHERIFF'S OFFICE (SHERIFF'S OFFICE) and the *** (LAW ENFORCEMENT AGENCY) for the purposes of reporting training through TCOLE, as more particularly described as follows:

WHEREAS, COUNTY and LAW ENFORCEMENT AGENCY have agreed to cooperate with each other for the performance of governmental functions and for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the COUNTY, for the purposes of performing functions of law enforcement through its SHERIFF'S OFFICE, has a Law Enforcement Academy with a TCOLE Agency Number (TCOLE REPORTING);

WHEREAS, the LAW ENFORCEMENT AGENCY has a need for training and TCOLE REPORTING, when LAW ENFORCEMENT AGENCY provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes, such as training;

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the SHERIFF'S OFFICE and LAW ENFORCEMENT AGENCY have heretofore entered into this Agreement providing for TCOLE REPORTING of the LAW ENFORCEMENT AGENCY for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the SHERIFF'S OFFICE and the LAW ENFORCEMENT AGENCY hereby agree as follows:

1. REPORTING: the SHERIFF'S OFFICE will report training to TCOLE for the LAW ENFORCEMENT AGENCY for trainings conducted by the LAW

ENFORCEMENT AGENCY related to law enforcement purposes under the following terms and conditions outlined below.

2. IN CONSIDERATION OF TCOLE REPORTING: To the extent permitted by federal law and regulations, and applicable policies, directives, guidelines and/or rules, the LAW ENFORCEMENT AGENCY further agrees to the following:
 - a. The LAW ENFORCEMENT AGENCY agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
 - b. The LAW ENFORCEMENT AGENCY agrees to provide all training at NO COST to the students.
 - c. The LAW ENFORCEMENT AGENCY agrees, for any class facilitated by the AGENCY, to abide by the Hidalgo County Sheriff's Office Training Academy Rules and Regulations attached hereto and incorporated by reference as Exhibit "A".
 - d. The LAW ENFORCEMENT AGENCY agrees, for any class facilitated by the AGENCY, to provide both a legibly written sign-in roster with PID numbers as well as a typed TCOLE Report of Training Form attached hereto and incorporated by reference as Exhibit "B".
 - e. The LAW ENFORCEMENT AGENCY agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
 - f. The LAW ENFORCEMENT AGENCY agrees, for any class facilitated by the AGENCY, to provide a legibly written Hidalgo County Sheriff's Office Training Academy Rules, Regulation, and Lesson objectives Issuance signature sheet attached hereto and incorporated by reference as Exhibit "C".
 - g. The LAW ENFORCEMENT AGENCY agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
 - h. The LAW ENFORCEMENT AGENCY agrees to provide, for any class facilitated by the AGENCY, an up to date instructor bio-sketch.
 - i. The LAW ENFORCEMENT AGENCY agrees to provide, for any class facilitated by the AGENCY, a typed Hidalgo County Sheriff's Academy Score Sheet attached hereto and incorporated by reference as Exhibit "D".

- j. The LAW ENFORCEMENT AGENCY agrees to provide, for any class facilitated by the AGENCY every student in every class, a completed Hidalgo County Sheriff's Office Training Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as Exhibit "E".
 - k. The LAW ENFORCEMENT AGENCY agrees to allow the Hidalgo County Sheriff's Office Training Academy Coordinator or his/her designee unfettered access to classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.
 - l. The TCOLE Agency Number is assigned, and proprietary to the COUNTY and SHERIFF'S OFFICE and TCOLE REPORTING is subject to the policies, rules and procedures established by the SHERIFF'S OFFICE.
 - m. The LAW ENFORCEMENT AGENCY agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
 - n. The LAW ENFORCEMENT AGENCY hereby acknowledges and agrees that failure to comply with any of the terms of this agreement, and or any rule or policy incorporated herein by reference, shall result in the termination of this agreement, including further TRAINING and TCOLE REPORTING.
 - o. To the extent permitted under the Constitution and the laws of the State of Texas, the LAW ENFORCEMENT AGENCY shall be solely responsible for any injuries or damages to persons arising out of the acts or omissions of its employees and shall maintain liability insurance coverage for any such loss. Proof of same shall be provided to COUNTY/SHERIFF'S OFFICE prior to any TCOLE REPORTING.
3. INDEMNITY: TO THE EXTENT PERMITTED BY THE TEXAS CONSTITUTION AND LAWS OF THE STATE OF TEXAS, LAW ENFORCEMENT AGENCY, ITS PREDECESSORS, SUCCESSORS, AND ASSIGNS HEREBY RELEASE, RELINQUISH, AND DISCHARGE THE COUNTY OF HIDALGO, TEXAS, SHERIFF'S OFFICE, THEIR PREDECESSORS, ASSIGNS, LEGAL REPRESENTATIVES, AND FORMER, PRESENT AND FUTURE AGENTS, EMPLOYEES, DIRECTORS AND OFFICERS FROM ANY LIABILITY ARISING OUT OF TCOLE REPORTING (identified herein) FOR ANY INJURY, INCLUDING DEATH OR DAMAGE TO PERSONS OR TO PROPERTY WHERE SUCH DAMAGE IS SUSTAINED IN CONNECTION WITH OR ARISING OUT OF TCOLE REPORTING PROVIDED FOR UNDER THIS AGREEMENT.

4. LAW GOVERNING VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and, the obligations and undertakings of each of the parties to this Agreement shall be performable in Hidalgo County, Texas.

THE HIDALGO COUNTY SHERIFF'S OFFICE WILL RECEIVE NO COMPENSATION FROM THE LAW ENFORCEMENT AGENCY FOR ANY TCOLE REPORTING PURSUANT TO THIS AGREEMENT. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE IT IS SIGNED BY BOTH PARTIES. THIS AGREEMENT CAN BE TERMINATED BY EITHER PARTY UPON THIRTY (30) DAYS WRITTEN NOTICE OF INTENT TO TERMINATE. WRITTEN NOTICE SHALL BE SERVED UPON THE HIDALGO COUNTY SHERIFF, OR THE LAW ENFORCEMENT AGENCY AT THE APPROPRIATE ADDRESS LISTED BELOW.

EXECUTED IN DUPLICATE COPIES, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, TO BE EFFECTIVE AS STATED HEREIN, BUT MINISTERIALLY SIGNED ON THE DATES INDICATED BELOW.

COUNTY OF HIDALGO, TEXAS:

By: _____
Richard F. Cortez, County Judge

Date

HIDALGO COUNTY SHERIFF

By: _____
J.E. "Eddie" Guerra, Sheriff

Date

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

Date

LAW ENFORCEMENT AGENCY:

By: _____

****, AGENT IN CHARGE

Date

Address

APPROVED AS TO FORM
Office of Criminal District Attorney, Hidalgo County, Texas

By : _____ Date: _____
Josephine Ramirez Solis, Assistant DA

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE

ACADEMY

RULES AND DIRECTIVES

1. All attendees must be in class on time.
2. Tobacco products are not allowed at the Academy.
3. Profane or offensive language is prohibited.
4. No one below the rank of Lieutenant is allowed in the academy staff offices without permission.
5. Attendees who are on break must not disturb any classes that may still be ongoing.
6. Sheriff employees will maintain professional demeanor while attending any classes.
 - a. Sleeping in class will not be tolerated.
 - b. Disrespect towards any instructor or guest speaker will not be tolerated.
7. All attendees will abide by the following rules of attire:
 - a. No sleeveless or cut-off shirts.
 - b. All shirts must have a collar.
 - c. No shirts with offensive or vulgar words or markings.
 - d. No shirts with a neck line lower than 3 inches from the neck.
 - e. No shorts of any type.
 - f. No pants or trousers that fall lower than the waistline.
 - g. No spandex or warm-ups.
 - h. No sandals of any kind.
 - i. The employee may wear his/her regular work attire but it must be worn within regulation.

- j. The instructors may order the attire of the day for classes.
- k. Some classes will require special attire which will be included in memo form or in the course invitation/notice.

* All grooming standards from the Sheriff's Policy and Procedures Manual apply at the Sheriff's Academy. All male employees must be clean shaven. All female employees must wear their hair and nails in the same manner in which they wear them to their regular work duties in compliance with regulations. Employees who attend classes while on vacation are not exempt from these rules. These rules are waived for those employees who are assigned to special units that require different grooming standards for undercover officers, however, they must wear appropriate attire. All Sheriff's employees are to follow the Academy rules when attending classes at other locations sponsored by other law enforcement agencies or civilian organizations. In such cases the highest ranking officer or most senior officer will be responsible for ensuring that this directive is followed.

All persons attending the Sheriff's Academy must adhere to these rules. Sheriff's employees who violate the rules may be dismissed from the Academy and face disciplinary action. Persons from outside agencies who violate the rules may be dismissed from the Academy and the Academy Director may write a letter to the person's supervisor addressing his dismissal. These rules are meant to create and maintain a professional learning environment for everyone.

EXHIBIT "B"

**TEXAS COMMISSION ON LAW ENFORCEMENT
REPORT OF TRAINING**

Page # 1	TCLEOSE Dept. or Provider # 215100	Course #	# Hours	Beg. Date	Ending Date	Provider Type: <input checked="" type="checkbox"/> - Academy <input type="checkbox"/> - Contract Provider <input type="checkbox"/> - Other
Course Title:			Name of Academy / Department: Hidalgo County Sheriff's Academy			

	PID#	Last Name, First Name M.I.	Agency Name	D.O.B.
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				
21.				
22.				
23.				
24.				
25.				
26.				
27.				
28.				
29.				
30.				

THESE STUDENTS HAVE COMPLETED THIS COURSE AND ARE APPROVED FOR CREDIT.

Sgt. Fred Perez

956-381-7979

Acad./Training Coordinator (please type or print) Signature Date Phone #

E-mail: fred.perez@hidalgo.org

If provider type "Other," chief administrator signs.

EXHIBIT "C"

Hidalgo County Sheriff's Office Training Academy

Rules, Regulations, and Lesson Objectives Issuance (start of Course)

Date		Course:	
	Personal I.D Number (PID)	Print Name (Clearly)	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Hidalgo County Sheriff's Office Training Academy

Rules, Regulations, and Lesson Objectives Issuance (start of Course)

Date		Course:	
	Personal I.D Number (PID)	Print Name (Clearly)	Signature
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			

EXHIBIT "D"

EXHIBIT "E"



HIDALGO COUNTY SHERIFF'S OFFICE

SHERIFF J.E. "EDDIE" GUERRA

TRAINING ACADEMY INSTRUCTOR EVALUATION

Instructor's Name:		Date:				
Course Title:						
Instructor Evaluation		High			Low	
1.	Effectiveness of instructor(s) presentation.	5	4	3	2	1
2.	Instructor(s) ability to answer questions.	5	4	3	2	1
3.	Coverage of subject matter.	5	4	3	2	1
4.	Suitability of instructional materials.	5	4	3	2	1
5.	Overall rating of the instructor(s) effectiveness.	5	4	3	2	1
Comments:						
Instructor Evaluation		High			Low	
1.	Your knowledge and skill level of the course subject matter before the course.	5	4	3	2	1
2.	Your knowledge and skill level of the course subject matter after the course.	5	4	3	2	1
1. What were the course strengths?						
2. What area(s) of the course need improvement?						
3. Were the course facilities adequate?						
4. How would you rate the assistance of the Hidalgo County Sheriff's Office Academy staff associated with the presentation of this course?						
Please Rate		High			Low	
1.	The overall training session	5	4	3	2	1
2.	Clarity of training session	5	4	3	2	1
3.	Relevance of course content to course topic	5	4	3	2	1
Your Title:						
Agency:						
Telephone:						