

STATE OF TEXAS

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COUNTY OF HIDALGO

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH  
THE HIDALGO COUNTY SHERIFF'S OFFICE  
AND \*\*\*HIDALGO COUNTY CONSTABLE PCT. 4\*\*\*  
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 \*\*\*HIDALGO COUNTY CONSTABLE PCT. 4 (LAW ENFORCEMENT AGENCY) for the purposes of reporting training through TCOLE, as more particularly described as follows:

WHEREAS, COUNTY and HIDALGO COUNTY CONSTABLE PCT. 4 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 HIDALGO COUNTY CONSTABLE PCT. 4 has a need for training and TCOLE REPORTING, when HIDALGO COUNTY CONSTABLE PCT. 4 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 HIDALGO COUNTY CONSTABLE PCT. 4 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 HIDALGO COUNTY CONSTABLE PCT. 4 have heretofore entered into this Agreement providing for TCOLE REPORTING of HIDALGO COUNTY CONSTABLE PCT. 4 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 HIDALGO COUNTY CONSTABLE PCT. 4 hereby agree as follows:

1. REPORTING: the SHERIFF'S OFFICE will report training to TCOLE for HIDALGO COUNTY CONSTABLE PCT. 4 for trainings conducted by HIDALGO COUNTY CONSTABLE PCT. 4 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, HIDALGO COUNTY CONSTABLE PCT. 4 further agrees to the following:
  - a. HIDALGO COUNTY CONSTABLE PCT. 4 agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
  - b. HIDALGO COUNTY CONSTABLE PCT. 4 agrees to provide all training at NO COST to the students.
  - c. HIDALGO COUNTY CONSTABLE PCT. 4 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. HIDALGO COUNTY CONSTABLE PCT. 4 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. HIDALGO COUNTY CONSTABLE PCT. 4 agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
  - f. HIDALGO COUNTY CONSTABLE PCT. 4 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. HIDALGO COUNTY CONSTABLE PCT. 4 agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
  - h. HIDALGO COUNTY CONSTABLE PCT. 4 agrees to provide, for any class facilitated by the AGENCY, an up to date instructor bio-sketch.

- i. HIDALGO COUNTY CONSTABLE PCT. 4 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. HIDALGO COUNTY CONSTABLE PCT. 4 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. HIDALGO COUNTY CONSTABLE PCT. 4 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. HIDALGO COUNTY CONSTABLE PCT. 4 agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
  - n. HIDALGO COUNTY CONSTABLE PCT. 4 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, HIDALGO COUNTY CONSTABLE PCT. 4 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