

**INTERLOCAL COOPERATION AGREEMENT BETWEEN SOUTH TEXAS
COLLEGE AND THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH THE
HIDALGO COUNTY SHERIFF'S OFFICE**

Basic Jailor Certification

THIS Agreement is made on this the ____ day of _____, 2022 between SOUTH TEXAS COLLEGE, hereinafter referred to as "STC", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "Hidalgo County," acting by and through the HIDALGO COUNTY SHERIFF'S OFFICE, hereinafter referred to as the "HCSO", collectively referred to as the "Parties", pursuant to the provisions of the Texas Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq. "Act", as follows:

WITNESSETH:

WHEREAS, STC is a political subdivision as defined by the Act, and an institution of higher education as defined by Texas Education Code Section 61.003(8) and is located in Hidalgo County, Texas; and

WHEREAS, County is a local government as defined by the Act, and a political subdivision of the State of Texas; and

WHEREAS, the HCSO desires to facilitate continued training opportunities for individuals interested in receiving certification as a Basic Jailor and who, as a result, may be available for employment at the HCSO's Adult Detention Center; and

WHEREAS, STC requires the use of the HCSO's license from the Texas Commission on Law Enforcement ("TCOLE") in connection with providing the training, operation and administration of the Basic Jailor Certification Program (the "Jailor Program") at the STC Regional Center for Public Safety Excellence (the "Center"); and

WHEREAS, this Agreement shall allow a close working relationship between STC and the HCSO and will help ensure STC's access to the TCOLE license and to the HCSO's facilities in order to conduct the training required for the Basic Jailor Certification Program; and.

WHEREAS, this Agreement, with respect to the Jailor Program, seeks to establish the respective responsibilities of the Parties, and ensure that the Parties understand how their respective roles and responsibilities support each other while following the procedures set forth in this Agreement; and

WHEREAS, the Jailor Program will follow the course requirements specified by TCOLE and operated under the HCSO academy contract and license with TCOLE. This AGREEMENT does not encompass the continuing education program provided through the Center to current law enforcement officers in the State of Texas; and

WHEREAS, STC and Hidalgo County are authorized to enter into this Agreement pursuant to the Act, which authorizes local governments and political subdivisions to perform governmental functions and services under the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, in order to implement the Basic Jailor Certification Program, STC and the HCSO agree to collaborate for the provision of services for the Jailor Program, expressed hereinafter, as follows:

I. Requirements to be certified as a Basic Jailor

The Parties acknowledge that students in the Jailor Program are subject to the following requirements to become a certified jailor in the State of Texas:

1. Compliance with the minimum standards for enrollment and initial licensure;
2. Successful completion of the basic jailor certification course;
3. Passing of the state basic jailor examination; and
4. Appointment by a law enforcement agency.

II. College Academic Credit

The Parties acknowledge and agree that students graduating from the Jailor Program will receive from STC three (3) credit hours for the CJCR 1300 Basic Jail Course in the Associate of Applied Science – Law Enforcement program, as listed in STC’s course catalog. Students will also receive academic credit for any other STC academic courses taken concurrently with CJCR 1300.

III. Role and Responsibilities of South Texas College

1. Designate the Law Enforcement Program Chair to serve as the coordinator between STC and the HCSO in accordance with STC’s Board-approved policies and organizational structure.
2. Oversee the implementation of the Jailor Program curriculum based on TCOLE standards as well as recommendations to the design of the curriculum reviewed and approved by the HCSO Advisory Committee.
3. Employ for the Jailor Program TCOLE-qualified instructors who also meet STC credentialing requirements and who shall be considered for such employment through the evaluation by a committee that includes representatives from the HCSO.
4. Recruit and pre-screen potential students in accordance with TCOLE and HCSO requirements.
5. Register students to participate in the Jailor Program and provide HCSO with the official class roster.
6. Provide HCSO with the final student roster of those who successfully completed Basic Jailor and should be endorsed to take the licensing exam.
7. Provide students with the opportunity to prepare and submit trainer evaluations at the end of each course and share the results with HCSO.
8. Coordinate, where applicable, the financial aid process for STC.

9. Collect tuition and fees from all students and apply waivers, where appropriate, in accordance with state law for employed candidates.

IV. Role and Responsibilities of the Hidalgo County Sheriff's Office

1. Designate a representative from the HCSO to serve as a liaison between HCSO and STC.
2. Serve, along with STC, in an advisory capacity including the review of syllabi and instructional materials for all Jailor Program coursework, beyond TCOLE requirements.
3. Observe classroom instruction and provide feedback to STC.
4. Address and reasonably accommodate all TCOLE requirements, including the Jailor Program's use of HCSO facilities.
5. Review and comment on job descriptions and applications in connection with the employment of Jailor Program instructors.
6. Provide to STC a notice of clearance for each student enrolled in the Jailor Program related to criminal histories, physical aptitude, psychological fitness, urinalysis, and any other required tests; the clearance notice shall be provided prior to the commencement of a Jailor Program session and the HCSO shall serve as the custodian of those records. The HCSO will include a notice of clearance from those students who are employed by outside law enforcement agencies and meet the requirements listed above.
7. At the end of each Jailor Program session, following receipt and evaluation of student records, provide those students who have completed the coursework with the endorsement necessary to take the TCOLE basic jailor exam.
8. Ensure compliance with STC Policy 6326 (Concealed Carry and Weapons on Campus) as it applies to students and personnel when accessing STC property and facilities.
9. Ensure compliance with all STC policies applicable to students to the extent such policies are not in conflict with TCOLE requirements.

V. Termination and Modification

1. This Agreement is effective upon signature and shall continue in effect until August 31, 2023 unless earlier terminated pursuant to its terms at which time the Agreement will be reviewed for renewal consideration. To be effective and binding, any request for modifications, amendments and/or extensions of this Agreement must be mutually agreed upon, submitted in writing, and signed by the Parties hereto.
2. If a Party materially fails to perform its duties and obligations in accordance with the terms of this Agreement, the other Party may terminate this Agreement upon ten (10) days' advance written notice of termination setting forth the nature of the material failure. The termination will not be effective if the material failure is fully cured before the end of the 10-day period.
3. Either Party may terminate this Agreement for convenience by giving thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, if a Jailor Program training course is in session during the time the notice of termination is issued, termination under this paragraph shall become effective only upon the completion of the training course.

VI. Acknowledgements

1. Nothing in this Agreement will create or imply an agency relationship between the Parties hereto nor will this Agreement be deemed to constitute a joint venture or partnership between the Parties. Neither the Parties nor their employees will be deemed employees of one another for any purpose. Unless otherwise agreed in writing, signed by the Parties, no Party is entitled to receive any fees, charges, reimbursements, or payments of any kind for the performance of any of the activities, efforts or services arising under the terms of this Agreement.
2. This Agreement is intended solely for the benefit of each of the Parties hereto and does not confer third-party beneficiary rights upon any other person.
3. A waiver by any Party of any breach of any of the terms or conditions of this Agreement shall not be construed as a waiver of any succeeding breach. All rights, remedies and obligations contained in this Agreement shall be cumulative and shall not be in limitation of any other right, remedy or obligation of any party. If any provision of this Agreement, as applied to any Party or to any circumstances, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or enforceability of this Agreement.
4. This Agreement constitutes the complete Agreement between Parties relating to the subject matter herein and describes all prior and contemporaneous proposals, Agreements, understandings, representations, and communications, whether oral or written, relating to the subject matter herein.
5. Each term or provision of this Agreement shall be valid and enforced as written to the full extent permitted by law. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable. This Agreement shall remain in full force and effect, unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.
6. Parties may not use the other Party's name, logo, or likeness in any press release, marketing materials, or other public announcements without receiving that Party's prior written approval.

VII. Miscellaneous Provisions

1. **Conflict of Applicable Law.** Nothing in this Agreement shall be construed so as to require any act contrary to law, and whenever there is any conflict between and provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the Parties have no legal right to contract, the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

2. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to South Texas College:

South Texas College
Attention: Ricardo J. Solis, President
3201 W. Pecan Blvd.
McAllen, TX 78501

If to County:

Hidalgo County
Attention: Richard Cortez, County Judge
100 East Cano St. 2nd Floor
Edinburg, TX 78539

If to Hidalgo County Sheriff's Office:

Hidalgo County Sheriff's Office
Attention: J.E. "Eddie" Guerra, Sheriff
711 E. Cibolo Road
Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

3. **Texas Law to Apply.** To the extent authorized by the Constitution and the laws of the State of Texas, STC shall indemnify and hold harmless Hidalgo County, its elected officials, employees and agents, from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against Hidalgo County arising out of, resulting from, or connected with acts or omissions by STC, its agents or employees, under this Agreement.
4. **Immunities.** Neither Hidalgo County nor STC, via this Agreement, waive governmental immunity from suit, or from liability, except as expressly set forth by the Texas Legislature in the Texas Government Code. The fact that Hidalgo County and STC have entered into this Agreement shall not in any way, constitute a deliberate waiver of immunity by either entity, which immunities are expressly reserved by both Parties.

5. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
6. **Assignment.** This Agreement shall not be assignable.
7. **Headings.** The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
8. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
9. **Authority to Execute.** The execution and performance of this Agreement by STC and Hidalgo County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of STC and Hidalgo County in accordance with its terms.
10. **Performance of Governmental Functions.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
11. **Liabilities.** This Agreement is not intended to extend the liability of the Parties beyond that provided by law. Neither STC nor Hidalgo County waive, nor shall be deemed to have hereby waived, any immunity or defenses that would otherwise be available to it against claims arising from third parties.
12. **Additional Documents.** The Parties agree that they will abide by the Business Associate Addendum and use reasonable, good faith efforts to execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
13. **Non-Discrimination.** The Jailor Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law or STC and/or Hidalgo County policy, including without limitation race, color, national origin, religion, sex, age, veteran status, or disability.
14. **Commitment of Current Revenues.** In the event that during any term hereof, the governing body of any Party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then that party may terminate this Agreement upon ninety (90) days written notice to the other Party. Each of the Parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The Parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

SOUTH TEXAS COLLEGE

By:

Ricardo J. Solis, President

HIDALGO COUNTY, TEXAS

By:

Richard Cortez, County Judge

HIDALGO COUNTY SHERIFF'S OFFICE

By:

J.E. "Eddie" Guerra, Sheriff

ATTEST:

By:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Ricardo Rodríguez, Jr.

By:

Victor M. Garza, Assistant District Attorney