

COUNTY OF HIDALGO

STATE OF TEXAS

**Memorandum of Understanding between Hidalgo County, Hidalgo County Constable Pct.4
and Learning for Life (Explore Program)**

This **Memorandum of Understanding (MOU)** is made and entered into as of the ____ **day of**
_____, **2022** and is by and between the Parties listed below for the **Learning for
Life (Explore Program)**.

Parties

COUNTY:

Hidalgo County Texas
Hidalgo County Constable Pct.4
2814 S. Bus, Hwy 281
Edinburg, Texas 78539

Learning for Life:

Learning for Life
Explore Participants
6912 W. Expressway 83
Harlingen, Texas 78551

I. Purpose

The purpose of this organization is to afford an opportunity for young adults in this community to observe, participate, and learn about law enforcement. The Explorer program enhances self-confidence, motivation, civic-mindedness, and cultivates strong leadership traits. These characteristics help Explorers prepare for a career in law enforcement and to become future leaders.

II. Mission Statement

The Hidalgo County Constable Pct.4 Post#2021 Explore Program is part of Learning for life. The mission of Learning for Life is to enable young people to become responsible individuals by teaching positive character traits, career development, leadership, and life skills so they can make ethical choices and achieve their full potential.

III. Benefits

The Hidalgo County Constable Pct.4 Post#2021 Explores Program provides the explore cadets with training and knowledge required for various law enforcement procedures and laws.

The Explorer Program will provide excellent references when applying for employment opportunities with law enforcement agencies and Criminal Justice programs.

The ride along program allows the Exploders to ride along and observe officers as they work in the field during a tour of duty. Explores learn firsthand what it is like to be a law enforcement officer.

Explores compete at various Police Explore competitions statewide and nationwide.

Some of the training cover:

- | | |
|-----------------------------|------------------------------------|
| -Rules of Regulations | -Firearms Safety |
| -Police History | -Report Writing |
| -Ethics & Moral Issues | -CPR & First Aid |
| -TX Criminal Justice System | -Handcuffing and Arrest Procedures |
| -TX Code Crime | -Patrol Procedures |
| -TX Motor Vehicle Code | -Crowd and Traffic Control |
| -Search and Seizure | -Crime Scene Search |
| -Use of Force | -Radio Procedures |

A. Process for Selecting Explores

Applicants for the Explorer program must be between 18 and 20 years old, and must be enrolled in school, have a high school diploma, or GED. All applicants must complete an application in full, and submit to a background investigation. Misdemeanor charges and past drug/alcohol abuse may disqualify applicants. Felony charges and/or current alcohol/drug abuse will disqualify applicants. Applicants must also demonstrate a willingness to participate, learn, and exercise leadership skills. No perspective member shall be disqualified because of race, color, creed, gender, sexual orientation, religion, ethnic background, disability, or citizenship. Only a limited amount of spots are available, depending on the number of and availability of Advisors.

B. Post Funds

Post #2021 will maintain a fund dedicated to supporting all Post activities. Post Advisors and the appointed treasurer will monitor the funds. Funds will be primarily gathered through donations and fundraisers.

C. Post Meetings

Explorers are required to attend weekly/monthly training. This is extremely important as training is the cornerstone of the program and will enable the Explorer to engage in hands-on opportunities such as the ride-a-long program, shooting-range, and more. Vital program information and guidance pertinent to the Explorer will be distributed at these training classes.

D. Insurance Policy and Liability

Prior to participation in any hands-on training exercise, explorers must complete, in full, their learning for life application and Insurance liability form. (See Insurance information for Learning for Life (LFL) and Exploring Participation form attached).

Each party to this agreement shall have no liability for the actions and omissions of the other party, regardless of where the acts or omissions occurred. Each party is solely responsible for the actions and omissions of its own employees, officers and agents. Liability, if any, shall be borne by each party in accordance with the applicable laws of the United States and of the State of Texas, subject to all defenses and immunities. These provisions are solely for the benefit of the parties to this agreement and not for the benefit of any person or entity not a party hereto, nor shall any provision herein be deemed a waiver of any defenses available by law. This agreement is not intended to extend the liability of the parties beyond that provided by law. Neither party waives, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims arising from third parties.

E. Nondiscrimination

Parties are prohibited from discriminating on the basis of race, color, sex, age, religion, national origin, or handicap, in the performance of the terms, conditions, covenants and obligations of this Agreement.

F. Additional Documents

The parties hereto covenant and agree that they will execute 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.

G. Annual Memorandum of Understanding

The annual Memorandum of Understanding (Form 800-737) shall remain in effect through the registration expiration of the post. Either organization may discontinue the program at any time upon thirty day (30) written notice to the other organization.

IV. Signatory

Having agreed to the terms herein, the undersigned parties hereby represent and warrant that they are authorized to enter into and execute this Memorandum either as an official or a representative of the County or the Learning for Life.

IN WITNESS WHEREOF, County and Learning for Life have executed and delivered this Agreement as of the date ____ day of _____.

COUNTY OF HIDALGO, TEXAS:

By: _____
Richard F. Cortez, County Judge

HIDALGO COUNTY CONSTABLE PCT. 4

By: _____
Atanacio "J.R" Gaitan, Constable

LEARNING FOR LIFE

By: _____
Name

ATTEST:

By: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM
Ricardo Rodriguez Jr.
Hidalgo County Criminal District Attorney's Office

By: _____
Victor M. Garza, Assistant District Attorney