

**INTERLOCAL AGREEMENT BETWEEN THE LOWER RIO GRANDE VALLEY
DEVELOPMENT COUNCIL**

&

HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE

FOR TEXAS COMMISSION ON LAW ENFORCEMENT (TCOLE) TRAINING REPORTING

This Interlocal Agreement (the “Agreement”) is entered into by and between the LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL (“LRGVDC”), a regional council of government and political subdivision of the State and the COUNTY OF HIDALGO TEXAS, (“COUNTY”), By and Through HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE (the “AGENCY”) regarding the purposes of reporting training through TCOLE under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as the same may be amended from time to time, to be effective as of the date on which the last Party signs this Agreement (the “Effective Date”). The City and the LRGVDC are collectively referred to herein as the “Parties” and are each a “Party”.

WITNESSETH:

WHEREAS, Chapter 791 of the Texas Government Code, as amended, titled Interlocal Cooperation Contracts, authorizes contracts between political subdivisions for the performance of governmental functions and services; and

WHEREAS the Lower Rio Grande Valley Academy (the “LRGV Academy”) as a division of the LRGVDC is tasked with representing the Rio Grande Valley and supporting law enforcement agencies with almost 50 years of experience administering training resources and programs for the development of qualified law enforcement officers throughout the region; and

WHEREAS the LRGV Academy utilizes a wide variety of law enforcement instructors to provide a comprehensive, diverse academy, incorporating the expertise of some of the finest training officials in the region; and

WHEREAS LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE have agreed to cooperate with each other for the performance of governmental functions and provide training, in-service police training for the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE law enforcement officers, other area law enforcement officers, and prospective peace officer candidates; and

WHEREAS the LRGVDC, for the purposes of performing functions of law enforcement through its REGIONAL ACADEMY has a Law Enforcement Academy with a TCOLE Agency Number (TCOLE REPORTING); and

WHEREAS the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE has a need for training and TCOLE REPORTING, when the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE provides other entities training, which will be utilized in the service of crime prevention and for law enforcement purposes, such as training; and

WHEREAS the LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS the LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE have heretofore entered into this Agreement providing for TCOLE REPORTING of HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE for law enforcement purposes; and

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies, express their mutual commitment to the service of law enforcement purposes and provision of the training programs, the LRGVDC and HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE **hereby** agree as follows:

The Lower Rio Grande Valley Academy is a contractual training provider for the Texas Commission on Law Enforcement to serve as the Regional Law Enforcement Training and Education provider throughout the counties of Cameron, Hidalgo, and Willacy.

The Lower Rio Grande Valley Academy manages operational requirements and training curriculum standards as per a TCOLE contractual agreement. The Lower Rio Grande Valley Academy maintains the right to review or modify, as needed, training calendars, curriculums, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.

1. **REPORTING:** the Lower Rio Grande Valley Academy will report training to TCOLE for the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE related to law enforcement purposes under the following terms and conditions outlined below.
2. **IN CONSIDERATION OF TCOLE REPORTING:** To the extent permitted by state and federal law and regulations, and applicable policies, directives, guidelines and/ or rules, the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE further agrees to the following:
 - A. to provide at least a two week advance notice of any classes to be held by the AGENCY unless otherwise approved by the LRGV Academy Coordinator.
 - B. to provide all training at NO COST to the students.
 - C. to abide by the Lower Rio Grande Valley Academy Rules and Regulations attached hereto and incorporated by reference as **Exhibit "A"**.
 - D. to provide for all classes facilitated by the Agency both a legibly written sign-in roster with PID numbers as well as a typed Lower Rio Grande

Valley Academy TCOLE Report of Training Form attached hereto and incorporated by reference as **Exhibit "B"** and will submit a copy of said forms to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.

- E. to provide a list of clearly defined and spelled out learning objectives to the students prior to the commencement of the class and will submit a copy of said objectives to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes for any class facilitated by the Agency.
- F. to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan to include any tests along with test answer key or a skills assessment evaluation and final score sheet and will submit a copy of said documents to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- G. to provide, for any class facilitated by the AGENCY, an updated instructor bio-sketch and will submit a copy of said bio-sketch to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- H. to provide, for any class facilitated by the AGENCY, a typed Lower Rio Grande Valley Academy Score Sheet attached hereto and incorporated by reference as **Exhibit "C"** and will submit a copy of said Score Sheet to the LRGV Academy Coordinator within 10 business from the end date of the class for TCOLE filing purposes.
- I. to provide, for any class facilitated by the AGENCY every student in every class, a completed Lower Rio Grande Valley Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as **Exhibit "D"** and will submit copies of said evaluations to the LRGV Academy Coordinator within 10 business days from the end date of the class for TCOLE filing purposes.
- J. to provide a mishap and medical emergency plan to the LRGV Academy Coordinator, prior to the commencement of any class or training involving the usage of firearms or having the risk of potential bodily or serious bodily injury and or death to any participant including but not limited to instructors, spectators, auditors, and students. The Agency further agrees to have a medical kit on site which shall include bleed control medical adjuncts whenever such classes or training is facilitated by the Agency.

- K. to promptly notify as soon as practicable to the LRGV Academy Coordinator of any incidents involving any damage to LRGVDC property, complaints, disputes, injury, or death which may result from any training or class facilitated by the Agency.
- L. to allow the Lower Rio Grande Valley 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.
- M. that the TCOLE Agency Number is assigned, and proprietary to LRGVDC and Lower Rio Grande Valley Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- N. that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- O. **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** 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.
- P. To the extent permitted under the Constitution and the laws of the State of Texas, **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** 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 the same shall be provided to Lower Rio Grande Valley Academy prior to any TCOLE REPORTING.

II. Findings

2.1 The recitals set forth above are incorporated herein for all purposes and are found by the Parties to be true and correct. It is further found and determined that the Parties have authorized and approved this Agreement by their respective entities, and that this Agreement will be in full force and effect when executed by all Parties.

III. RESPONSIBILITIES/DUTIES

3.1 LRGVDC will:

- A. Schedule and coordinate when **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE**, facilities or equipment are utilized in the training activity.

- B. Utilize Lower Rio Grande Valley Academy instructional staff, facilities, equipment and support staff, as appropriate and available and with advanced notice, when **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** instructors, facilities or equipment are not utilized in the training activity.
- C. Provide reporting of applicable training activities to Texas Commission on Law Enforcement upon submission of competent documentation including sign-in rosters, learning objectives, lesson plans, instructor bio-sketch, instructor evaluations, course evaluations, testing instrument, test key, all applicable handouts provided, and or any documents related to the course at the request of Training Coordinator.
- D. Provide supervision of all instructors while conducting training functions of the Lower Rio Grande Valley Academy.
- E. Advertise upcoming classes facilitated by **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** on the live online LRGV Academy Police Training Calendar via the LRGV Academy website.
- F. The LRGV Academy Training Coordinator will:
- (1) ensure compliance with commission rules and guidelines for any class facilitated by **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** under the terms of this agreement.
 - (2) prepare, maintain, and submit the following reports to TCOLE within the time frame specified:
 - (A) reports of training
 - within 30 days of completion for any class facilitated **by HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** under the terms of this agreement.
 - (B) self-assessment reports as required by the commission.
 - (C) any other reports or records as requested by the commission.
 - (3) maintain course training files for a period of 5 years. At a minimum, training files shall contain:
 - (3.1) complete lesson plan to include tests and answer keys or a skills assessment score sheet documenting proficiency in skills taught throughout the class.
 - (3.2) clear learning objectives.
 - (3.3) instructor biography indicating subject matter expertise and teaching experience.

(3.4) approved class roster and original sign-in sheet; and a multi-day sign in sheet for any classes extending beyond a one-day class. Multi-day sign-in sheets shall include the days when the class was taught and will at very minimum show individual student initials for each day of class attended.

(3.5) course and instructor evaluation for each student in the class.

(3.6) student scoresheet or skills assessment sheet which shall at the very minimum document a pass or fail score.

(3.7) Final TCOLE roster upon submission of training hours.

(4) receive all commission notices on behalf of the training provider and forward each notice to the appointing authority.

(5) provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** for any class facilitated under the terms of this agreement.

3.2 HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE will:

- A. Provide the LRGV Academy, at no cost, two seats for any class facilitated by the **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** if so, requested by LRGV Academy.
- B. Provide whenever possible and with advanced notice on-hand instructional equipment and facilities as may be requested by the Lower Rio Grande Valley Academy for use in any LRGV Academy Basic Peace Officer Course or in service training at no cost to the LRGV Academy.
- C. Provide whenever possible and with advanced notice certified **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** firearms instructors approved by both **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** and the Lower Rio Grande Valley Academy to provide instruction at a firing range designated by Lower Rio Grande Valley Academy whenever the need arises.
- D. Ensure the instructors teaching any class facilitated by the Agency are qualified under TCOLE regulations to include subject matter expertise and will abide by the following:
 - (1) hold a valid instructor license.
 - (2) certificate; or
 - (3) be designated, in writing, as a subject matter expert in the course by the training coordinator.

- The instructor is responsible for:

- (1) ensuring compliance with commission rules and guidelines.
- (2) preparing, maintaining, and submitting reports of training to the LRGV Academy Training Coordinator within 10 business days from the end date of the class, unless otherwise approved by Training Coordinator
- (3) the administration and conduct of each course taught.
- (4) at a minimum, providing a complete lesson plan, clear learning objectives, instructor biography, approved class roster and original sign-in sheet/daily roster, course evaluation, students' completed testing instrument, test key, all applicable handouts, make up assignments, and any memos when there is an inconsistency with the documentation provided to the training coordinator for the training file.
- (5) enforcing all attendance and other standards set by the commission or the training advisory board.
- (6) maintaining the discipline and demeanor of each student during class.
- (7) distributing or presenting learning objectives to all students at the beginning of each course.
- (8) ensuring that all learning objectives are taught; and
- (9) ensuring examinations are proctored or supervised to have fair, honest results.

- E. Provide the LRGV Academy a signed Release of liability Waiver and Assumption of Liability form, for every student, absolving the Lower Rio Grande Valley Academy and the LRGVDC of liability for any issue arising as a result of students participating in the class.

IV. Binding Effect; Benefiting Parties

4.1 This Agreement shall bind and benefit the respective Parties and their legal successors, but shall not otherwise be assigned, in whole or in part, by either Party without first obtaining the written consent of the other Party.

4.2 This Agreement inures to the benefit of and obligates only the Parties. No term or provision of this Agreement shall benefit or obligate any person or entity not a Party to the Agreement. The Parties shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release, or other consideration under this Agreement.

V. Governmental Functions; Liability; No Waiver of Immunity or Defenses

5.1 Notwithstanding any provision to the contrary herein, this Agreement is a contract for and with respect to the performance of governmental functions by governmental entities.

5.1.1 The services provided for herein are governmental functions, and the Lower Rio Grande Valley Academy and the **COUNTY OF HIDALGO** shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

5.1.2 The relationship of the Lower Rio Grande Valley Academy and the **COUNTY OF HIDALGO** shall, with respect to that part of any service or function undertaken because of or pursuant to this Agreement, be that of independent contractors.

5.1.3 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent, partners, joint ventures', or any other similar such relationship between the Parties.

5.2 Each Party reserves and does not waive any defense available to it at law or in equity as to any claim or cause of action whatsoever that may arise or result from or in connection with this Agreement. This Agreement shall not be interpreted nor construed to give to any third party the right to any claim or cause of action, and neither the **COUNTY OF HIDALGO** nor the LRGVDC shall be held legally liable for any claim or cause of action arising pursuant to or in connection with this Agreement except as specifically provided herein or by law.

5.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, council members, officers, employees, and agents because of the execution of this Agreement and the performance of the covenants and agreements contained herein.

5.4 The LRGVDC agrees to hold the **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** and the **COUNTY of HIDALGO**, Texas, harmless from any and all claims arising out of acts or omissions of the Lower Rio Grande Valley Academy during any Basic Peace Officer Academy or police in-service training classes and activities.

5.4.1 The **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** during any Basic Peace Officer Academy or police in-service training classes or activities.

5.4.2 This section does not apply to, nor has any effect in, Workers Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy or police in-service training classes and activities.

VI. Notices

6.1 All correspondence and communications concerning this Agreement shall be directed to:

LRGVDC: Manuel Cruz
LRGVDC Executive Director
301 W. Railroad Street
Weslaco, TX 78596

Hidalgo County: Richard F. Cortez
County Judge
100 East Cano Street 2nd Floor
Edinburg, Texas 78539

Notices required hereunder shall be hand-delivered or sent by prepaid certified mail, return receipt requested.

VII. Severability

7.1 If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance therewith. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.

7.2 Lower Rio Grande Valley Academy may immediately suspend operation of contract with **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** for noncompliance with the terms of the contract or any TCOLE rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** is notified in writing.

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the **COUNTY OF HIDALGO** and the LRGVDC as to the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to the subject matter hereof. This Agreement may be amended only by written instrument duly approved and executed by both Parties in accordance with the formalities of this Agreement.

VIII. Governing Law; Venue

8.1 All Parties agree that this Agreement shall be construed under the laws of the State of Texas, and obligations under the Agreement shall be performed in Hidalgo County, Texas. Should the need for dispute resolution arise, the venue shall be in Hidalgo County, Texas.

IX. Term and Termination

9.1 This Agreement shall be for an initial term of two (2) years and will automatically renew for subsequent one-year terms unless terminated as herein provided and subject to any necessary funding being appropriated by the governing bodies of the Parties.

9.2 Either party may terminate this Agreement in whole or in part hereto whenever such termination is found to be in the best interest of either party. Termination shall be in effect by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.

9.3 Either party may terminate this contract upon a ten-day written notice. The LRGVDC may also terminate this contract if:

- (a) the **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** training staff intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the LRGVDC.
- (b) **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** training staff has not met the needs of the communities or agencies it serves.
- (c) **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** training staff fails to comply with any term of a contract or violation of a TCOLE rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules.
- (d) **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator;
or
- (e) If applicable, **HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE** training staff has lost accreditation, including SACS or THECB approval.

X. Current Revenues

10.1 Pursuant to Section 791.001(d)(3), Texas Government Code, each party paying for the performance of governmental functions or services will make those payments from current revenues available to the paying party.

XI. General Terms

11.1 Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when all Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

11.2 Effective Date. The Effective Date of this Agreement shall be the date last executed by a Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

[SIGNATURE PAGE TO FOLLOW]

LRGVDC

By: _____
LRGVDC Executive Director

Date: _____

APPROVED AS TO FORM

Legal Counsel

COUNTY OF HIDALGO

By: _____
Richard F. Cortez Hidalgo County Judge

Date: _____

**HIDALGO COUNTY CONSTABLE
PRECINCT 4 OFFICE**

By: _____
Constable Atanacio "J.R." GAITAN

Date: _____

APPROVED AS TO FORM
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

ATTEST:

Victor M. Garza, Assistant District Attorney

Arturo Guajardo Jr., County Clerk

INTERLOCAL AGREEMENT AMENDMENTS

The parties agree that this agreement is given and accepted upon the expressed condition that it cannot, in any manner, be changed, altered, varied, or modified unless such modification, change, or alteration shall be in writing and executed by both parties.

This agreement may be amended by mutual written agreement of both parties and terminated by either party giving not less than thirty (30) days written notice prior to the proposed effective date of the proposed amendment or termination.

In the event of actions which may include, but not limited to, actions that are illegal, unsafe instructional practices, unethical, or not in the best interest of either party, this agreement can be immediately terminated.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their authorized representatives as of the dates noted below.

The effective start date of this agreement is the _____ day of _____ 20 ____.

Constable Atanacio "J.R." Gaitan
Hidalgo County Constable Precinct 4

Honorable Richard F. Cortez
Hidalgo County Judge

Manuel "Manny" Cruz
LRGVDC Executive Director

EXHIBIT

"A"

EXHIBIT

"B"

EXHIBIT

"C"

EXHIBIT

"D"