

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF HIDALGO**

**&**

**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 CITY OF HIDALGO, TEXAS ("CITY"), a Texas municipal corporation and political subdivision of the State of Texas, and the COUNTY OF HIDALGO, TEXAS ("COUNTY"), by and through the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE (the "AGENCY"), regarding the reporting of law enforcement training to the Texas Commission on Law Enforcement ("TCOLE") under the Interlocal Cooperation Act, Chapter 791, Texas Government Code, as amended from time to time. This Agreement is effective on the date the last Party signs it (the "Effective Date"). The CITY and the COUNTY are collectively referred to as the "Parties" and individually as 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 Hidalgo Police Department Law Enforcement Academy (the "HPDLEA"), operated by the CITY through the Hidalgo Police Department, supports law enforcement agencies by administering training resources and programs for the development and continuing education of qualified law enforcement officers; and

**WHEREAS**, the HPDLEA utilizes qualified law enforcement instructors to provide comprehensive and diverse training incorporating the expertise of experienced training professionals; and

**WHEREAS**, the CITY and the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE desire to cooperate in the performance of governmental functions and the provision of basic and in-service law enforcement training for AGENCY personnel, other area law enforcement officers, and prospective peace officer candidates; and

**WHEREAS**, the CITY, through the HPDLEA, operates a law enforcement academy authorized to report qualifying training to TCOLE under its assigned TCOLE training-provider number; and

**WHEREAS**, the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE has a need for law enforcement training and TCOLE reporting when the AGENCY provides training for its personnel or other law enforcement entities; and

**WHEREAS, the CITY and the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE are in close proximity, share common law enforcement and crime-prevention objectives, and maintain a close working relationship; and**

**WHEREAS, the CITY and the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE desire to enter into this Agreement to provide for the TCOLE reporting of qualifying law enforcement training facilitated by the AGENCY; and**

**NOW, THEREFORE, to enhance cooperation among local law enforcement agencies and express their mutual commitment to law enforcement service and training, the CITY and the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE agree as follows:**

The Hidalgo Police Department Law Enforcement Academy is a law enforcement training provider operated by the City of Hidalgo in accordance with applicable TCOLE requirements.

The Hidalgo Police Department Law Enforcement Academy manages operational requirements and training curriculum standards in accordance with TCOLE rules. The Academy retains the right to review or modify, as needed, training calendars, curricula, lesson plans, and adjunct instructors to ensure compliance with TCOLE requirements.

- 1. REPORTING: The Hidalgo Police Department Law Enforcement Academy will report qualifying training to TCOLE for the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE under the 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 rules, the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE 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 HPDLEA Training Coordinator.
  - B. to provide all training at NO COST to the students.
  - C. to abide by the Hidalgo Police Department Law Enforcement 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 Hidalgo Police Department Law Enforcement 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 HPDLEA Training 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 HPDLEA Training 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 HPDLEA Training 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 HPDLEA Training 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 Hidalgo Police Department Law Enforcement Academy Score Sheet attached hereto and incorporated by reference as Exhibit "C" and will submit a copy of said Score Sheet to the HPDLEA Training Coordinator within 10 business days 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 Hidalgo Police Department Law Enforcement Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as Exhibit "D" and will submit copies of said evaluations to the HPDLEA Training 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 HPDLEA Training 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 HPDLEA Training Coordinator of any incidents involving any damage to CITY property,

complaints, disputes, injury, or death which may result from any training or class facilitated by the Agency.

- L. to allow the Hidalgo Police Department Law Enforcement 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 CITY and Hidalgo Police Department Law Enforcement Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the CITY.
- 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 Hidalgo Police Department Law Enforcement 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 CITY will:**

- A. Schedule and coordinate when HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE, facilities or equipment are utilized in the training activity.
- B. Utilize Hidalgo Police Department Law Enforcement 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 Hidalgo Police Department Law Enforcement Academy.
- E. Advertise upcoming classes facilitated by HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE on the live online HPDLEA Police Training Calendar via the HPDLEA website.
- F. The HPDLEA 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 HPDLEA, at no cost, two seats for any class facilitated by the HIDALGO COUNTY CONSTABLE PRECINCT 4 OFFICE if so, requested by HPDLEA.
- B. Provide whenever possible and with advanced notice on-hand instructional equipment and facilities as may be requested by the Hidalgo Police Department Law Enforcement Academy for use in any HPDLEA Basic Peace Officer Course or in service training at no cost to the HPDLEA.
- 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 Hidalgo Police Department Law Enforcement Academy to provide instruction at a firing range designated by Hidalgo Police Department Law Enforcement 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 HPDLEA 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 HPDLEA a signed Release of liability Waiver and Assumption of Liability form, for every student, absolving the Hidalgo Police Department Law Enforcement Academy and the CITY 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 Hidalgo Police Department Law Enforcement 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 Hidalgo Police Department Law Enforcement 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 CITY 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 CITY 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 Hidalgo Police Department Law Enforcement 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 City of Hidalgo 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:

CITY OF HIDALGO: Julian Gonzalez  
City Manager  
704 E. Ramon Ayala Drive  
Hidalgo, Texas 78557

Hidalgo County  
County Judge Richard Cortez  
100 East Cano Street 2<sup>nd</sup> 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 **Hidalgo Police Department Law Enforcement 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 CITY 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 CITY 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 CITY.**
- (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]*

**CITY OF HIDALGO**

By: \_\_\_\_\_  
Julian Gonzalez, City Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM

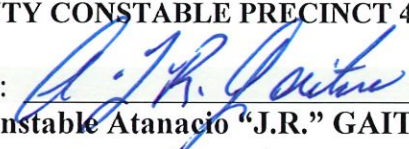
\_\_\_\_\_  
Legal Counsel

**COUNTY OF HIDALGO**

By: \_\_\_\_\_  
Richard 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

Name

\_\_\_\_\_  
Toribio "Terry" Palacios

ATTEST:

\_\_\_\_\_  
Arturo Guajardo Jr.

## MEMORANDUM OF UNDERSTANDING 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 Cortez**  
**Hidalgo County Judge**

\_\_\_\_\_  
**Julian Gonzalez**  
**City Manager, City of Hidalgo**