

FILED  
AT 11:22 O'CLOCK A.M.  
AUG 16 2021  
ARTURO GUAJARDO, JR. COUNTY CLERK  
HIDALGO COUNTY, TEXAS  
BY \_\_\_\_\_ DEPUTY

STATE OF TEXAS  
COUNTY OF HIDALGO

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§  
§

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF HIDALGO, TEXAS BY AND THROUGH  
THE HIDALGO COUNTY SHERIFF'S OFFICE  
AND THE LA JOYA POLICE DEPARTMENT  
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 La Joya Police Department for the purposes of reporting training through TCOLE, as more particularly described as follows:

WHEREAS, COUNTY and the La Joya Police Department 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 LA JOYA POLICE DEPARTMENT has a need for training and TCOLE REPORTING, when the LA JOYA POLICE DEPARTMENT 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 the LA JOYA POLICE DEPARTMENT 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 the LA JOYA POLICE DEPARTMENT have heretofore entered into this Agreement providing for TCOLE REPORTING of the LA JOYA POLICE DEPARTMENT 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 the LA JOYA POLICE DEPARTMENT hereby agree as follows:

1. REPORTING: the SHERIFF'S OFFICE will report training to TCOLE for the LA JOYA POLICE DEPARTMENT for trainings conducted by the LA JOYA POLICE DEPARTMENT 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, the LA JOYA POLICE DEPARTMENT further agrees to the following:
  - a. The LA JOYA POLICE DEPARTMENT agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
  - b. The LAW ENFORCEMENT AGENCY agrees to provide all training at NO COST to the students.
  - c. The LA JOYA POLICE DEPARTMENT 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. The LA JOYA POLICE DEPARTMENT 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. The LA JOYA POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
  - f. The LA JOYA POLICE DEPARTMENT 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. The LA JOYA POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
  - h. The LA JOYA POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, an up to date instructor bio-sketch.
  - i. The LA JOYA POLICE DEPARTMENT 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. The LA JOYA POLICE DEPARTMENT 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. The LA JOYA POLICE DEPARTMENT 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. The LA JOYA POLICE DEPARTMENT agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
  - n. The LA JOYA POLICE DEPARTMENT 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, the LA JOYA POLICE DEPARTMENT 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, LA JOYA POLICE DEPARTMENT, 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 LA JOYA POLICE DEPARTMENT 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 LA JOYA POLICE DEPARTMENT 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  
Richard F. Cortez, County Judge

8/9/21  
Date

**HIDALGO COUNTY SHERIFF**

By: J.E. "Eddie" Guerra  
J.E. "Eddie" Guerra, Sheriff

8/9/21  
Date

**ATTEST:**

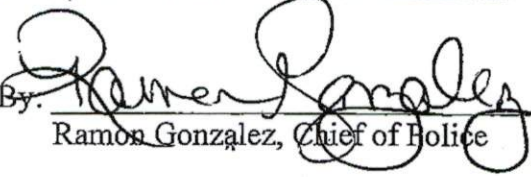
By: Arturo Guajardo, Jr.  
Arturo Guajardo, Jr., County Clerk



8/16/21  
Date

APPROVED BY  
COMMISSIONERS COURT  
ON: 3/9/21 BMS

**LA JOYA POLICE DEPARTMENT:**

By:   
Ramon Gonzalez, Chief of Police

8/5/2021  
Date

701 E. Expressway 83 La Joya, Texas 78560

**APPROVED AS TO FORM**

Office of Criminal District Attorney, Hidalgo County, Texas

By:  Date: 8/13/21  
Josephine Ramirez Solis, Assistant DA