

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

&

CITY OF MISSION, POLICE DEPARTMENT

REGARDING COOPERATIVE EXTENSION SERVICES FOR LRGV ACADEMY SITE

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 CITY OF MISSION, TEXAS, ("City"), a home rule municipality, By and Through The MISSION POLICE DEPARTMENT (LAW ENFORCEMENT AGENCY) regarding the implementation of a cooperative extension services for the regional police academy 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;

WHEREAS, the Regional Police 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;

WHEREAS, the LRGVDC Regional Police 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;

WHEREAS, LRGVDC and MISSION POLICE DEPARTMENT have agreed to cooperate with each other for the performance of governmental functions and provide basic police academy training, in-service police training for POLICE DEPARTMENT officers, other area police officers, and prospective peace officer candidates;

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);

WHEREAS, the MISSION POLICE DEPARTMENT has a need for Basic Peace Officer Academy and TCOLE REPORTING, when MISSION 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 LRGVDC and MISSION POLICE DEPARTMENT are located in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

WHEREAS, the LRGVDC and MISSION POLICE DEPARTMENT have heretofore entered into this Agreement providing for COOPERATIVE EXTENSION SERVICES of MISSION POLICE DEPARTMENT 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 aforementioned training programs, the LRGVDC and MISSION POLICE DEPARTMENT hereby agree as follows:

The LRGVDC 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 LRGVDC manages operational requirements and training curriculum standards as per TCOLE contractual agreement. LRGVDC maintains the right to review or modify, as needed, training calendar, curriculum, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.

1. **REPORTING**: the LRGVDC will report training to TCOLE for MISSION POLICE DEPARTMENT for trainings conducted by MISSION 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, MISSION POLICE DEPARTMENT farther agrees to the following:
 - a. MISSION POLICE DEPARTMENT agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
 - b. MISSION POLICE DEPARTMENT agrees to provide all training at NO COST to the students.
 - c. MISSION POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to abide by the LRGVDC Regional Police

Academy LRGV Academy BPOC Rules, Policies, and Procedures attached hereto and incorporated by reference as Exhibit "A".

- d. MISSION 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 LRGVDC TCOLE Report of Training Form attached hereto and incorporated by reference as Exhibit "B".
- e. MISSION POLICE DEPARTMENT agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
- f. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
- g. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, an up-to-date instructor bio-sketch.
- h. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY, a typed LRGVDC Regional Police Academy Score Sheet attached hereto and incorporated by reference as Exhibit "C".
- i. MISSION POLICE DEPARTMENT agrees to provide, for any class facilitated by the AGENCY every student in every class, a completed LRGVDC Regional Police Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as Exhibit "D".
- j. MISSION POLICE DEPARTMENT agrees to allow the LRGVDC Regional Police 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.
- k. The TCOLE Agency Number is assigned, and proprietary to LRGVDC and Regional Police Academy and TCOLE REPORTING is subject to the policies, rules and procedures established by the LRGVDC.
- l. MISSION POLICE DEPARTMENT agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- m. MISSION 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.

- n. To the extent permitted under the Constitution and the laws of the State of Texas, MISSION 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 LRGVDC prior to any TCOLE REPORTING.

I. Findings

1.1 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.

II. RESPONSIBILITIES/DUTIES

2.1 LRGVDC will:

- A. Provide quality Basic Peace Officer Academy training, as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- B. Provide quality in-service peace officer training as per requirements established by the Texas Commission on Law Enforcement and Chapter 1701 of the Texas Occupations Code.
- C. Insure that all POLICE DEPARTMENT sworn personnel receive the minimum required training as mandated by the Texas Commission on Law Enforcement and the Chapter 1701 of the Texas Occupations Code.
- D. Provide at no cost Basic Peace Officer Academy training for up to the first **FOUR (4) POLICE DEPARTMENT** personnel per academy, known as sponsored cadets.
- E. Limit each class to a **maximum** of **24** participants, including those sponsored by the City of Mission Police Department (both day and evening classes). When a day or night academy is operable in the City of Mission, there must be a **minimum** of **12** participants. If the City of Mission's Day or Night academies enrollment drops below **FIVE (5)** participants, those enrolled may be relocated to one of the other operable sites at the discretion of LRGVDC.

- F. Provide **POLICE DEPARTMENT** 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course academy to be held at **POLICE DEPARTMENT** facilities, after coordinating with **POLICE DEPARTMENT** the logistics of preliminary applicants and final acceptance toward the **minimum** number of participants.
- G. Schedule, coordinate and conduct all police training activities, when **POLICE DEPARTMENT** instructors, facilities or equipment are utilized in the training activity.
- H. Utilize LRGVDC instructional staff, facilities, equipment and support staff, as appropriate and available, when **POLICE DEPARTMENT** instructors, facilities or equipment are not utilized in the training activity.
- I. 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.
- J. Provide supervision of all instructors while conducting training functions of the LRGVDC Regional Police Academy.
- K. Provide supervision of students attending training functions of the LRGVDC Regional Police Academy.
- L. Provide lesson plans, learning objectives, and any and all media visual training material in conjunction with any Basic Peace Officer Course or instructed in-service courses as part of any Basic Peace Officer Course in accordance with Title 37, Part 7, Chapter 215 - TAC 215.9 assuring that all TCOLE Rules and Regulations are met at **POLICE DEPARTMENT**. The Training Coordinator will:
 - (1) ensure compliance with commission rules and guidelines:
 - (2) prepare, maintain, and submit the following reports within the time frame specified:
 - (A) reports of training:
 - (i) basic licensing course shall be submitted prior to students attempting a licensing exam; and
 - (ii) within 30 days of completion of continuing education course;
 - (B) self-assessment reports as required by the commission;
 - (C) a copy of advisory board minutes during an on-site evaluation;
 - (D) training calendars-schedules must be available for review and posted on the internet, or another public venue, no later than 30 days prior to the beginning of each calendar quarter or academic semester. A continually updated and posted (live) calendar will meet this requirement;

- (E) any other reports or records as requested by the commission;
- (3) be responsible for the administration and conduct of each course, including those conducted at ancillary sites, and specifically:
- (A) appointing and supervising qualified instructors;
 - (B) maintaining course schedules and training files. At a minimum, training files shall contain:
 - (i) complete lesson plan;
 - (ii) clear learning objectives;
 - (iii) instructor biography indicating subject matter expertise and teaching experience;
 - (iv) approved class roster and original sign-in sheet; and
 - (v) course evaluation;
 - (C) enforcing all admission, attendance, retention, and other standards set by the commission and approved by the advisory board;
 - (D) securing and maintaining all facilities necessary to meet the inspection standards of this section;
 - (E) controlling the discipline and demeanor of each student and instructor during class;
 - (F) distributing a current version of the Texas Occupations Code, Chapter 1701 and commission rules to all students at the time of admission to any course that may result in the issuance of a license;
 - (G) distributing learning objectives to all students at the beginning of each course;
 - (H) ensuring that all learning objectives are taught and evaluated;
 - (I) proctoring or supervising all examinations to ensure fair, honest results; and
 - (J) maintaining training files, records of tests, and other evaluation instruments for a period of five years.
- (4) receive all commission notices on behalf of the training provider and forward each notice to the appointing authority.

- M. Provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **POLICE DEPARTMENT**.
- N. Provide the Mission Police Department with a copy of the "Release of Liability and Statement of Understanding Basic Peace Officer Course" form for every student using a Mission facility and/or instructor.

2.2 Mission Police Department will:

- A. **POLICE DEPARTMENT** will remit cash payment for **ONE (1)** cadet slot over the original **FOUR (4)** sponsored cadet slots at half of the regular tuition for every additional two seats over the minimum participants when **POLICE DEPARTMENT** instructors, facilities, or equipment are utilized in the training activity. However, the allotments do not accrue, meaning that the maximum number of fully sponsored cadets shall not exceed **FOUR (4)** per class and no more than **FOUR (4)** at ½ of regular tuition cost.
- B. Provide, at no cost, specialized instructional staff as requested by the LRGVDC for instruction of BPOC classes instructed or in-service courses attended, in whole or in part, by **POLICE DEPARTMENT** personnel.
- C. Provide a list of prospective Sponsored Cadets on letterhead to the LRGVDC no later than 30 days prior to the start date of the academy. Submissions not received within the specified time frame **may not** be considered and the Cadets will be accepted at the full tuition rate.
- D. Provide, at no cost, on-hand instructional equipment and facilities as may be requested by the LRGVDC for use in the Basic Peace Officer Course.
- E. Provide certified **POLICE DEPARTMENT** firearms instructors approved by both **POLICE DEPARTMENT** and the LRGVDC to provide instruction at the firing range designated by LRGVDC and at no cost, access to the **POLICE DEPARTMENT** firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at the Mission site. Upon advanced scheduling provide at no cost, support to include instruction as needed and access to the **POLICE DEPARTMENT** firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at other sites.
- F. Provide lesson plans, learning objectives, and any and all media visual training material in conjunction with any Basic Peace Officer Course or instructed in-service courses in accordance with Title 37, Part 7, Chapter 215 - TAC 215.10 assuring that all TCOLE Rules and Regulations are met at LRGVDC. An instructor teaching a course must:
 - (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 LRGVDC administration location within two weeks of completing that specific chapter; 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.
- (10) instructor shall follow the BPOC Calendar as provided and approved and if the instructor wishes to deviate from the Calendar, a request must be submitted to the LRGVDC training coordinator for review and approval.

- G. Provide all completed Basic Peace Officer Course chapters or in-service material to the LRGVDC by the tenth (10th) day of the completion of the block of instruction.
- H. Provide LRGVDC prescribed uniforms for all **POLICE DEPARTMENT** personnel attending the Basic Peace Officer Academy.
- I. Provide LRGVDC RPA a signed Release of liability Waiver and Assumption of Liability absolving the LRGVDC RPA of liability for the Cadets to participate in VOLUNTARY community functions. Cadets must be provided the option to opt-out of the event. Cadets who volunteer to assist will not be in Academy uniform for the duration of the event. All functions must be outside the scope of normal Academy operational hours. Cadets who are agency employees will operate as prescribed by their agencies chain of command.
- J. Provide full charges and fees, if applicable, for **POLICE DEPARTMENT** personnel attending special training events (i.e. special presentations, conferences, sponsored training events, etc.) hosted and sponsored by the LRGVDC.

- K. Provide housing/office space for all lesson plans, learning objectives and any and all media visual training material in conjunction with any Basic Peace Officer Academy Course or any in-service courses making sure all TCOLE Rules and Regulations are met.
- L. Provide a designated point of contact within **POLICE DEPARTMENT** as a liaison for Veterans Affairs and refer those applicants to RPA staff.

III. Binding Effect; Benefiting Parties

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

3.2 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.

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

4.1 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.

4.1.1 The services provided for herein are governmental functions, and the LRGVDC and the CITY shall be engaged in the conduct of a governmental function while providing and/or performing any service pursuant to this Agreement.

4.1.2 The relationship of the LRGVDC and the City shall, with respect to that part of any service or function undertaken as a result of or pursuant to this Agreement, be that of independent contractors.

4.1.3 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.

4.2 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 City 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.

4.3 Neither Party waives or relinquishes any immunity or defense on behalf of itself, its trustees, councilmembers, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants and agreements contained herein.

4.4 The LRGVDC agrees to hold the **POLICE DEPARTMENT** and the City of Mission, Texas, harmless from any and all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy or police in-service training classes and activities.

4.4.1 The **POLICE DEPARTMENT** agrees to hold the Lower Rio Grande Valley Development Council harmless from any and all claims arising out of acts or omissions of **POLICE DEPARTMENT** during any Basic Peace Officer Academy or police in-service training classes or activities.

4.4.2 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.

V. Notices

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

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

CITY: Randy Perez, City Manager
1201 E. 8th Street,
Mission, TX 78572

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

VI. Severability

6.1 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 particular 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.

6.2 LRGVDC may immediately suspend operation of contract with **POLICE DEPARTMENT** 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 **POLICE DEPARTMENT** is notified in writing.

VII. Entire Agreement

7.1 This Agreement is the entire agreement between the city 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, 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 affected 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 ten days written notice. The LRGVDC may also terminate this contract if:

- (a) the **POLICE DEPARTMENT** 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) **POLICE DEPARTMENT** training staff has not met the needs of the communities or agencies it serves;
- (c) **POLICE DEPARTMENT** 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) **POLICE DEPARTMENT** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, **POLICE DEPARTMENT** 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: _____
Manuel Cruz
Executive Director

Date: _____

APPROVED AS TO FORM

Legal Counsel

CITY OF _____

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM

City Attorney, City of _____

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__.



NAME:
Chief of Police
mission, Texas Police
Department

NAME:
Mayor
City of _____

NAME:
City Manager
City of _____, Texas

NAME:
Executive Director
Lower Rio Grande Valley Development
Council