INTERLOCAL AGREEMENT

BETWEEN THE

LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL

&

WESLACO 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 WESLACO, TEXAS (“City”), a home rule municipality, by and through the WESLACO POLICE DEPARTMENT (“Law Enforcement Agency”) regarding the implementation of a cooperative extension service 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”.

WITNESSETH

 WHEREAS, Chapter 791 of the Texas Government Code, as amended, titles 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 over 50 years of experience administering training resources and programs for the development of qualified law enforcement officers throughout the region,

 WHEREAS, the LRGVDC and WESLACO POLICE DEPARTMENT have agreed to cooperate with each other for the performance of governmental functions and provide basic police academy training, for the WESLACO POLICE DEPARTMENT and LRGVDC 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 WESLACO POLICE DEPARTMENT has a need for a Basic Peace Officer Academy and TCOLE BPOC REPORTING,

 WHEREAS, the LRGVDC and WESLACO POLICE DEPARTMENT are in close proximity and have a common law enforcement and crime prevention initiative and close working relations;

 WHEREAS, the LRGVDC and the WESLACO POLICE DEPARTMENT have heretofore entered into this Agreement providing for COOPERATIVE EXTENSION SERVICES of the WESLACO 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 WESLACO 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.

The WESLACO POLICE DEPARTMENT is a training contractual provider for the Texas Commission on Law Enforcement. The WESLACO POLICE DEPARTMENT provides Law Enforcement Training and Education. Nothing in this agreement will preclude, cease, or interrupt the WESLACO POLICE DEPARTMENT’S TCOLE contractual training provider agreement. This agreement is solely for a Texas Commission on Law Enforcement Basic Peace officer Course Academy (TCOLE BPOC).

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

1. REPORTING: The LRGVDC will report TCOLE BPOC training to TCOLE for the WESLACO POLICE DEPARTMENT for trainings conducted by the WESLACO POLICE DEPARTMENT related to law enforcement purposes under the following terms and conditions outlined below.
2. IN CONSIDERATION OF TCOLE BPOC REPORTING: To the extent permitted by federal law and regulations, and applicable policies, directives, guidelines and/or rules, the WESLACO POLICE DEPARTMENT and the LRGVDC further agree to the following:
	1. WESLACO POLICE DEPARTMENT agrees to provide all TCOLE BPOC training at NO additional tuition COST to students.
	2. WESLACO POLICE DEPARTMENT agrees, for any TCOLE BPOC class facilitated by the AGENCY, to abide by the LRGVDC Academy BPOC Rules, Policies, and Procedures attached hereto and incorporated by reference as Exhibit “A”.
	3. WESLACO POLICE DEPARTMENT agrees to host a minimum of one TCOLE BPOC Academy per calendar year.
	4. WESLACO POLICE DEPARTMENT agrees, for any TCOLE BPOC 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”.
	5. WESLACO POLICE DEPARTMENT agrees, for any TCOLE BPOC class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
	6. WESLACO POLICE DEPARTMENT agrees to provide, for any TCOLE BPOC class facilitated by the AGENCY, a concise, up-to-date, easy to follow lesson plan.
	7. WESLACO POLICE DEPARTMENT agrees to provide, for any TCOLE BPOC class facilitated by the AGENCY, an up-to-date instructor bio-sketch.
	8. WESLACO POLICE DEPARTMENT agrees to provide, for any TCOLE BPOC class facilitated by the AGENCY, a typed LRGVDC Regional Police Academy Score Sheet attached hereto and incorporated by reference as Exhibit “C”.
	9. WESLACO POLICE DEPARTMENT agrees to provide, for any TCOLE BPOC class facilitated by the AGENCY every student in very class, a completed LRGVDC Regional Police Academy Course/Instructor Evaluation form attached hereto and incorporated by reference as Exhibit “D”.
	10. WESLACO POLICE DEPARTMENT agrees to allow the LRGVDC Regional Police Academy Coordinator or his/her designee unfettered access to any TCOLE BPOC classes and/or record related to classes facilitated by the AGENCY for compliance and auditing purposes.
	11. WESLACO POLICE DEPARTMENT agrees to provide an updated training calendar for every chapter taught in the Basic Peace Officer Course. The calendar must contain the lesson chapter, number of hours, location of instruction, and all instructor names teaching the course on the corresponding dates.
	12. WESLACO POLICE DEPARTMENT shall provide a mishap and medical emergency plan to the LRGVDC Training Academy Coordinator, prior to the commencement of any TCOLE BPOC classes or training involving the usage of firearms or classes and training which involve 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. WESLACO POLICE DEPARTMENT 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.
	13. WESLACO POLICE DEPARMTENT agrees that TCOLE BPOC Reporting shall be solely used for the law enforcement purpose of reporting training.
	14. WESLACO 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 TCOLE BPOC Training and TCOLE Reporting.
	15. To the extent permitted under the Constitution and the laws of the State of Texas, the WESLACO 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 the LRGVDC prior to any TCOLE BPOC Reporting.
	16. WESLACO POLICE DEPARTMENT agrees to promptly and as soon as possible notify the LRGV Academy Training Coordinator of any TCOLE BPOC incidents involving any damage to LRGVDC property, complaints, disputes, injury, or death which may result form any TCOLE BPOC training or class facilitated by the WESLACO POLICE DEPARTMENT.

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. RESPONSIBILIITIES/DUTIES

2.1 LRGVDC will:

* + 1. 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.
		2. Provide at no cost Basic Peace Officer Academy training for up to FOUR (4) WESLACO POLICE DEPARTMENT personnel per academy when the enrollment of cadets is 24 or less, or FIVE (5) WESLACO POLICE DEPARTMENT personnel per academy when the enrollment of cadets is 30 or more, known as sponsored cadets.
		3. Limit each class to a maximum number of participants agreed upon by both parties prior to the commencement of each new Basic Peace Officer Course, including those sponsored by the City of Weslaco. When a day academy is operable in the City of Weslaco, there must be a minimum of 12 participants.
		4. Provide the WESLACO POLICE DEPARTMENT 60-Day advanced notice of forthcoming scheduled Basic Peace Officer Course academy to be held at the WESLACO POLICE DEPARTMENT facilities, after coordinating with the WESLACO POLICE DEPARTMENT the logistics of preliminary applicants and final acceptance toward the minimum number of participants.
		5. Schedule, coordinate and conduct all TCOLE BPOC police training activities, when the WESLACO POLICE DEPARTMENT instructors, facilities, or equipment are utilized in the training activity.
		6. Utilize LRGVDC instructional staff, facilities, and equipment, as allowed by availability and within budgetary constraints, when the WESLACO POLICE DEPARTMENT instructors, facilities or equipment are not utilized in the TCOLE BPOC training activity.
		7. Provide reporting of applicable TCOLE BPOC 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.
		8. Provide supervision of all TCOLE BPOC instructors while conducting training functions of the LRGVDC Regional Police Academy.
		9. Provide supervision of TCOLE BPOC students attending training functions of the LRGVDC Regional Police Academy.
		10. Provide TCOLE BPOC lesson plans, learning objectives, 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 WESLACO POLICE DEPARTMENT. The LRGVDC Training Coordinator will:
1. ensure compliance with commission rules and guidelines;
2. prepare, maintain, and submit the following reports within the time frame specified:
	1. reports of training:
		1. basic licensing course shall be submitted prior to students attempting a licensing exam; and
		2. within 30 days of completion of continuing education course,
	2. self-assessment reports as required by the commission,
	3. a copy of advisory board minutes during an on-site evaluation;
	4. TCOLE BPOC 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,
	5. any other reports or records as requested by the commission.
3. be responsible for the administration and conduct of each TCOLE BPOC course, including those conducted at ancillary sites, and specifically:
	1. appointing and supervising qualified instructors,
	2. maintaining TCOLE BPOC course schedules and training files. At a minimum, training files shall contain:
		1. complete lesson plan,
		2. clear learning objectives,
		3. instructor biography indicating subject matter expertise and teaching experience,
		4. approved class roster and original sign-in sheet; and
		5. course evaluation,
	3. enforcing all TCOLE BPOC admission, attendance, retention, and other standards set by the commission and approved by the advisory board,
	4. securing and maintaining all facilities necessary to meet the inspection standards of this section,
	5. controlling the discipline and demeanor of each TCOLE BPOC student and instructor during class,
	6. 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,
	7. distributing TCOLE BPOC learning objectives to all students at the beginning of each course,
	8. ensuring that all TCOLE BPOC learning objectives are taught and evaluated,
	9. proctoring or supervising all TCOLE BPOC examinations to ensure fair, honest results; and
	10. maintaining TCOLE BPOC training files, records of tests, and other evaluation instruments for a period of five years,
	11. receive all TCOLE BPOC commission notices on behalf of the training provider and forward each notice to the appointing authority.
	12. Provide the opportunity to transfer TCOLE BPOC lesson plans, learning objectives, media visual training material and all handouts to WESLACO POLICE DEPARTMENT
	13. Provide the WESLACO POLICE DEPARTMENT with a copy of the "Release of Liability and Statement of Understanding Basic Peace Officer Course" form for every student using a WESLACO POLICE DEPARTMENT facility and/or instructor.

2.2 WESLACO POLICE DEPARTMENT

1. WESLACO POLICE DEPARTMENT shall have the option to utilize 4 slots, when the number of enrolled cadets is 24 or less, or 5 slots, when the number of enrolled cadets is 30 or more. For every slot after the four or five slots allocated are used, the tuition for additional slots is half the regular tuition cost when the WESLACO POLICE DEPARMENT instructors, facilities, or equipment are utilized in the training activity. However, the allotments do not accrue from academy to academy. These additional slots must be utilized within the same Basic Peace Officer Course.
2. WESLACO POLICE DEPARTMENT will provide, at no cost, specialized instructional staff as requested by the LRGVDC for instruction of BPOC classes instructed, in whole or in part, by WESLACO POLICE DEPARTMENT personnel.
3. WESLACO POLICE DEPARTMENT shall 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.
4. WESLACO POLICE DEPARTMENT shall 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.
5. WESLACO POLICE DEPARTMENT shall provide certified WESLACO POLICE DEPARTMENT firearms instructors approved by both WESLACO POLICE DEPARTMENT and the LRGVDC to provide TCOLE BPOC instruction at the firing range designated by LRGVDC and at no cost, access to the WESLACO POLICE DEPARTMENT FIRING range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at the WESLACO POLICE DEPARTMENT site. Upon advanced scheduling provide at no cost, support to include instruction as needed and access to the WESLACO POLICE DEPARTMENT firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at other sites.
6. WESLACO POLICE DEPARTMENT shall provide TCOLE BPOC lesson plans, learning objectives, and all media visual training material in conjunction with any Basic Peace Officer Course 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.

g. The instructor is responsible for:

1. ensuring compliance with commission rules and guidelines,
2. preparing, maintaining, and submitting reports of TCOLE BPOC training to LRGVDC administration location within two weeks of completing that specific chapter, unless otherwise approved by the LRGVDC Training Coordinator
3. the administration and conduct of each course taught,
4. at a minimum, providing a complete TCOLE BPOC 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 TCOLE BPOC attendance and other standards set by the commission or the training advisory board,
6. maintaining the discipline and demeanor of each TCOLE BPOC student during class,
7. distributing or presenting TCOLE BPOC learning objectives to all students at the beginning of each course,
8. ensuring that all TCOLE BPOC learning objectives are taught,
9. ensuring TCOLE BPOC examinations are proctored or supervised to have fair, honest results, and
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.
11. WESLACO POLICE DEPARTMENT will 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.
12. WESLACO POLICE DEPARTMENT will provide LRGVDC prescribed uniforms for all WESLACO POLICE DEPARTMENT personnel attending the Basic Peace Officer Academy.
13. WESLACO POLICE DEAPRTMENT will provide an emergency vehicle to be utilized only by WESLACO POLICE DEPARTMENT personnel for the emergency vehicle operations course during the BPOC or will reimburse the LRGVDC for the replacement of vehicle tires for LRGV Academy vehicles driven by Weslaco personnel whenever an emergency vehicle is not provided by the WESLACO POLICE DEPARTMENT.
14. WESLACO POLICE DEPARTMENT will provide ammunition which satisfy LRGV Academy criteria for all WESLACO POLICE DEPARTMENT personnel attending the Basic Peace Officer Academy.
15. WESLACO POLICE DEPARTMENT will provide LRGV Academy a signed Release of liability Waiver and Assumption of Liability absolving the LRGV Academy of liability for the Cadets to participate in VOLUNTARY community functions. Cadets must be provided the option to op-out of the event. Cadets who volunteer to assist will not be in Academy uniform for the duration of the event unless authorized by the LRGV Academy Training Coordinator. All functions must be outside the scope of normal Academy operational hours unless authorized by the LRGV Academy Training Coordinator. Cadets who are agency employees will operate as prescribed by their agencies chain of command.
16. WESLACO POLICE DEPARTMENT will provide full charges and fees, if applicable, for WESLACO POLICE DEPARTMENT personnel attending special training events (i.e. special presentations, conferences, sponsored training events, etc.) hosted and sponsored by the LRGVDC.
17. WESLACO POLICE DEPARTMENT will provide housing/office space for all TCOLE BPOC lesson plans, learning objectives 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.
18. WESLACO POLICE DEPARTMENT will provide a designated point of contact within WESLACO POLICE DEPARTMENT as a liaison for Veteran Affairs and refer those applicants to LRGV Academy 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 insures 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 LRGVDG 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 WESLACO POLICE DEPARTMENT and the WESLACO, Texas, harmless from all claims arising out of acts or omissions of the LRGVDC during any Basic Peace Officer Academy classes and activities.

4.4.1 The WESLACO POLICE DEPARTMENT agrees to hold the Lower Rio Grande Valley Development Council harmless from all claims arising out of acts or omissions of the WESLACO 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, Worker’s Compensation claims filed against either party by that party's personnel, resulting out of acts or omissions during any Basic Peace Officer Academy.

V. Notices

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

 LRGVDC: Manuel Cruz, Executive Director

 301 West Railroad

 Weslaco, Texas 78596

 CITY: Martin Garza, City Manager

 255 South Kansas

 Weslaco, Texas 78596

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 WESLACO 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 WESLACO 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 Laws; 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:

1. WESLACO 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,
2. WESLACO POLICE DEPARTMENT training staff has not met the needs of the communities or agencies it serves,
3. WESLACO 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,
4. WESLACO POLICE DEPARTMENT training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
5. If applicable, WESLACO POLICE DEPARTMENT training staff has lost accreditation.

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.

LRGVDC

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

Manuel Cruz

Executive Director

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

APPROVED AS TO FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Legal Counsel

CITY OF WESLACO

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

MAYOR ADRIAN GONZALEZ

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

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Norma Cantu

CITY OF WESLACO, TX CITY SECRETARY

APPROVED AS TO FORM

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CITY OF WESLACO ATTORNEY

MEMORANDUM OF UNDERSTANDIJNG 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 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2025.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief of Police Robert Lopez

Weslaco Police Department

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City Manager Martin Garza

City of Weslaco, Texas

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mayor Adrian Gonzalez

City of Weslaco, Texas

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Executive Director Manuel Cruz

Lower Rio Grande Valley Development Council

Exhibit

A

LRGV Academy BPOC Rules, Policies, and Procedures

Exhibit

B

TCOLE Roster

Exhibit

C

Grade Sheet

Exhibit

D

Course Evaluation