

**INTERLOCAL AGREEMENT BETWEEN THE  
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL  
&  
RIO GRANDE CITY 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 **RIO GRANDE CITY, TEXAS**, (“City”), a home rule municipality, by and through the **RIO GRANDE CITY 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” 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 over 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 **RIO GRANDE CITY 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 **RIO GRANDE CITY 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 **RIO GRANDE CITY POLICE DEPARTMENT** has a need for a Basic Peace Officer Academy and TCOLE REPORTING, when **RIO GRANDE CITY 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 **RIO GRANDE CITY POLICE DEPARTMENT** are in close proximity and have a common law enforcement and crime prevention initiative and close working relations; and

**WHEREAS** the LRGVDC and **RIO GRANDE CITY POLICE DEPARTMENT** have heretofore entered into this Agreement providing for COOPERATIVE EXTENSION SERVICES of **RIO GRANDE CITY 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 **RIO GRANDE CITY 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 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, curriculums, lesson plans and/or adjunct instructors in accordance with TCOLE requirements.

1. REPORTING: the LRGVDC will report training to TCOLE for **RIO GRANDE CITY POLICE DEPARTMENT** for trainings conducted by **RIO GRANDE CITY 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, **RIO GRANDE CITY POLICE DEPARTMENT** farther agrees to the following:
  - a. **RIO GRANDE CITY POLICE DEPARTMENT** agrees to provide at least two weeks advance notice of any classes to be held by the AGENCY.
  - b. **RIO GRANDE CITY POLICE DEPARTMENT** agrees to provide all training at NO COST to the students.
  - c. **RIO GRANDE CITY 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. **RIO GRANDE CITY 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. **RIO GRANDE CITY POLICE DEPARTMENT** agrees, for any class facilitated by the AGENCY, to provide a list of clearly defined and spelled out learning objectives.
- f. **RIO GRANDE CITY POLICE DEPARTMENT** agrees to provide, for any class facilitated by the AGENCY, a concise, up to date, easy to follow lesson plan.
- g. **RIO GRANDE CITY POLICE DEPARTMENT** agrees to provide, for any class facilitated by the AGENCY, an up-to-date instructor bio-sketch.
- h. **RIO GRANDE CITY 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. **RIO GRANDE CITY 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. **RIO GRANDE CITY 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. **RIO GRANDE CITY POLICE DEPARTMENT** agrees to keep 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.
- l. **RIO GRANDE CITY POLICE DEPARTMENT** shall provide a mishap and medical emergency plan to the LRGV Training Academy Coordinator, **prior** to the commencement of any 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. **RIO GRANDE CITY 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.

- m. **RIO GRANDE CITY POLICE DEPARTMENT** acknowledges 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.
- n. **RIO GRANDE CITY POLICE DEPARTMENT** agrees that TCOLE REPORTING shall be solely used for the law enforcement purpose of reporting training.
- o. **RIO GRANDE CITY 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.
- p. To the extent permitted under the Constitution and the laws of the State of Texas, **RIO GRANDE CITY 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.
- q. **RIO GRANDE CITY POLICE DEPARTMENT** agrees to promptly and as soon as possible notify the LRGV Academy Training 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 **RIO GRANDE CITY 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. 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. Ensure that all **RIO GRANDE CITY 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 **FOUR (4) RIO GRANDE CITY POLICE DEPARTMENT** personnel per academy when the maximum enrollment of cadets is **24** or **FIVE (5) RIO GRANDE CITY POLICE DEPARTMENT** personnel per academy when the maximum enrollment of cadets is **30 or more**, known as sponsored cadets.
- E. 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 **RIO GRANDE CITY** (both day and evening classes). When a day or night academy is operable in the City of **RIO GRANDE CITY** there must be a **minimum** of 12 participants.
- F. Provide **RIO GRANDE CITY POLICE DEPARTMENT** 60-day advanced notice of forthcoming scheduled Basic Peace Officer Course academy to be held at **RIO GRANDE CITY POLICE DEPARTMENT** facilities, after coordinating with **RIO GRANDE CITY 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 **RIO GRANDE CITY POLICE DEPARTMENT** instructors, facilities or equipment are utilized in the training activity.
- H. Utilize LRGVDC instructional staff, facilities, and equipment, as allowed by availability and within budgetary constraints, when **RIO GRANDE CITY 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 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 **RIO GRANDE CITY 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.

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

(L) Provide the opportunity to transfer lesson plans, learning objectives, media visual training material and all handouts to **RIO GRANDE CITY POLICE DEPARTMENT**

(M) Provide the **RIO GRANDE CITY POLICE DEPARTMENT** with a copy of the "Release of Liability and Statement of Understanding Basic Peace Officer Course" form for every student using a **RIO GRANDE CITY POLICE DEPARTMENT** facility and/or instructor.

## 2.2 RIO GRANDE CITY POLICE DEPARTMENT

- A. RIO GRANDE CITY POLICE DEPARTMENT shall have the option to utilize an additional **(4)** slots, when the maximum number of enrolled cadets is **(24)**, or an additional **(5)** slots, when the maximum number of enrolled cadets is (30) at half the regular tuition cost when RIO GRANDE CITY POLICE DEPARTMENT 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.
- B. RIO GRANDE CITY POLICE DEPARTMENT will 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 RIO GRANDE CITY POLICE DEPARTMENT personnel.
- C. RIO GRANDE CITY 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.
- D. RIO GRANDE CITY 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.
- E. RIO GRANDE CITY POLICE DEPARTMENT shall provide certified RIO GRANDE CITY POLICE DEPARTMENT firearms instructors approved by both RIO GRANDE CITY POLICE DEPARTMENT and the LRGVDC to provide instruction at the firing range designated by LRGVDC and at no cost, access to the RIO GRANDE CITY POLICE DEPARTMENT firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at the RIO GRANDE CITY POLICE DEPARTMENT site. Upon advanced scheduling provide at no cost, support to include instruction as needed and access to the RIO GRANDE CITY POLICE DEPARTMENT firing range for the LRGVDC Regional Police Academy Basic Peace Officer Course instructed at other sites.
- F. RIO GRANDE CITY POLICE DEPARTMENT shall provide lesson plans, learning objectives, 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. **RIO GRANDE CITY 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.
- H. **RIO GRANDE CITY POLICE DEPARTMENT** will provide LRGVDC prescribed uniforms for all **RIO GRANDE CITY POLICE DEPARTMENT** personnel attending the Basic Peace Officer Academy.
- I. **RIO GRANDE CITY POLICE DEPARTMENT** will provide firearms and ammunition which satisfy LRGV Academy criteria for all **RIO GRANDE CITY POLICE DEPARTMENT** personnel attending the Basic Peace Officer Academy.
- J. **RIO GRANDE CITY 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 opt-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.

- K. **RIO GRANDE CITY POLICE DEPARTMENT** will provide full charges and fees, if applicable, for **RIO GRANDE CITY POLICE DEPARTMENT** personnel attending special training events (i.e. special presentations, conferences, sponsored training events, etc.) hosted and sponsored by the LRGVDC.
- L. **RIO GRANDE CITY POLICE DEPARTMENT** will provide housing/office space for all 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.
- M. **RIO GRANDE CITY POLICE DEPARTMENT** will provide a designated point of contact within **RIO GRANDE CITY 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 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 **RIO GRANDE CITY POLICE DEPARTMENT** and the City of **RIO GRANDE CITY** Texas, harmless from 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 **RIO GRANDE CITY POLICE DEPARTMENT** agrees to hold the Lower Rio Grande Valley Development Council harmless from all claims arising out of acts or omissions of **RIO GRANDE CITY 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: Gilberto Milan, City Manager  
5332 E. Highway 83  
Rio Grande City, Texas 78582

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 **RIO GRANDE CITY 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 **RIO GRANDE CITY 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 **RIO GRANDE CITY 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) **RIO GRANDE CITY POLICE DEPARTMENT** training staff has not met the needs of the communities or agencies it serves,
- (c) **RIO GRANDE CITY 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) **RIO GRANDE CITY POLICE DEPARTMENT** training staff has failed to conduct training within a calendar year without a waiver from the Training Coordinator; or
- (e) If applicable, **RIO GRANDE CITY 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 RIO GRANDE CITY, TEXAS

By: \_\_\_\_\_  
Mayor Gilberto Falcon

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

ATTEST:

\_\_\_\_\_  
Lynette Montemayor  
RIO GRANDE CITY, TX CITY SECRETARY

APPROVED AS TO FORM

\_\_\_\_\_  
RIO GRANDE CITY ATTORNEY

## 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 Jose Solis  
Rio Grande City Police Department

\_\_\_\_\_  
**NAME:**

Mayor Gilberto Falcon  
Rio Grande City, Texas

\_\_\_\_\_  
**NAME:**

City Manager Gilberto Milan  
Rio Grande City, Texas

\_\_\_\_\_  
**NAME:**

Executive Director Manuel Cruz  
Lower Rio Grande Valley Development  
Council

# EXHIBIT

"A"

**(Note: Refers to the LRGV Academy BPOC Rules, Policies and Procedures) Document is available on-line.**



# EXHIBIT

**"B"**

**(TCOLE Roster)**

# EXHIBIT

"C"

(Grade Sheet)

# EXHIBIT

**"D"**

**(Course Evaluation)**