

<b>STATE OF TEXAS</b>	<b>§</b>	
	<b>§</b>	<b>INTERLOCAL COOPERATION</b>
<b>COUNTIES OF COLLIN</b>	<b>§</b>	<b>AGREEMENT FOR POLICE ACADEMY</b>
<b>AND DALLAS</b>	<b>§</b>	<b>TRAINING SERVICES</b>

This Interlocal Cooperation Agreement for Police Academy Training Services (“Agreement”) is entered into by and between the Cities of Richardson, Texas and Plano, Texas (“Hosting Agencies”), and the City of Allen (“Participating Agency”), (each a “Party” or collectively the “Parties”), acting by and through their authorized representatives.

**RECITALS:**

**WHEREAS**, the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

**WHEREAS**, the Hosting Agencies desire to host a police academy at the Training Center; and

**WHEREAS**, the Participating Agency desires to use the Training Center as a basic training Academy for its police officer recruits and certain fire marshals; and

**WHEREAS**, any payments that either Party is required to make hereunder, if any, shall be made from current, available revenue.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I**  
**Term**

1.1 The Initial Term of this Agreement shall commence on the last day of execution hereof (the “Effective Date”) and continue for a period of one (1) year, unless sooner terminated as provided herein.

1.2 This Agreement shall automatically renew each year on the Effective Date (each a “Renewal Term”), unless sooner terminated herein.

1.3 Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.

## **Article II Purpose**

The purpose of this Agreement is for the Hosting Agencies to provide a basic police officer training Academy for both the Hosting Agencies' and the Participating Agency's police officer recruits and certain fire marshals, and to set forth the terms and conditions for usage of the Training Center and payment requirements for that usage.

## **Article III Definitions**

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly requires otherwise:

"Academy" shall mean a basic training Academy that shall offer the Basic Police Officer Courses ("BPOC") provided by the Hosting Agencies, and shall include classroom instruction, physical fitness, pursuit driving, defensive tactics and firearms training.

"BPOC" shall mean Basic Peace Officer Courses that provide academic and practical instruction as well as preparation for the Texas State Peace Officer Licensing Examination required for all police recruits before becoming a Texas peace officer.

"Effective Date" shall mean the last date of execution of this Agreement by all of the Parties.

"Force Majeure" shall mean any contingency or cause beyond the reasonable control of a Party including, without limitation, acts of God or the public enemy, war, terrorist act, or threat thereof, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action (unless caused by acts or omissions of such Party), fires, explosions or floods, strikes, slowdowns or work stoppages.

"Participation Fee" shall mean a fee to be paid by the Participating Agency as tuition for each Recruit attending the Academy which shall be determined by the Hosting Agencies.

"Recruit" shall mean a police officer recruit or Fire Marshal for the Hosting Agencies and Participating Agencies.

"TCOLE" shall mean the Texas Commission on Law Enforcement.

**Article IV**  
**Training Services and Responsibilities**

4.1 Training Services.

- (a) The Academy shall be held at the Plano/Richardson Police Training Center, located at 4912 14<sup>th</sup> Street, Plano, Texas.
- (b) The Hosting Agencies shall provide a maximum of three (3) BPOCs each year to prepare the Participating Agency's Recruits for the Texas State Peace Officer Licensing Examination that is required for all Recruits.
- (c) The Academy shall follow the curriculum set forth in the BPOC's and for any related training.
- (d) The Hosting Agencies shall provide the following:
  - (1) all furniture and training equipment for the Training Facility for use during the Academy; and
  - (2) class materials and supplies as required.
- (e) The Participating Agency shall require each Recruit to wear the Agency's required uniform at all times during the Academy.

4.2 Payment of Participation Fee.

- (a) The Plano PD Fiscal Affairs shall bill the Participating Agency for the Participation Fee in the amount of One Thousand Dollars per Recruit. Payment for the Participation Fee shall be made directly to the City of Plano.
- (b) If a Recruit from the Participating Agency does not complete the BPOC, the Participation Fee shall be reimbursed as follows:
  - (1) 75% within weeks 2 through 4 of the BPOC;
  - (2) 50% within weeks 5 through 7; and
  - (3) No reimbursement shall be offered after week 7.

4.3 Each Recruit shall be under the supervision and control of the Hosting Agencies' staff at all times and shall comply with the requirements and procedures set forth in the "Plano Richardson Police Academy Basic Peace Officer Course (BPOC) Rules, Policies, and Procedures Manual" ("Manual"). Repeated violations by a Recruit of requirements and procedures set forth in the Manual or by the Hosting Agencies shall result in immediate dismissal from the Academy without reimbursement of any percentage of the Participation Fee.

4.4 TCOLE Reporting. Plano PD shall be responsible for reporting all TCOLE requirements through the Plano Police Department's TCOLE Academy license.

4.5 Government Immunity. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, expresses or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatories hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.

## **Article V Miscellaneous**

5.1 Hold Harmless and Indemnification. Each Party shall accept responsibility for, and shall hold the other Party harmless from any claim, cause of action or responsibility, and bodily injury, death or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring at the Training Facility or while traveling to or from the Training Facility.

5.2 Notice. All notices required or permitted by this Agreement shall be in writing and be deemed received when deposited in the United States mail, postage prepaid, addressed to the following or such other person or address as the Parties may designate in writing, or by hand delivery or facsimile transmission to the address set forth below:

If intended for the Hosting Agencies, to:

With a copy to:

City of Richardson  
Jim Spivey, Chief of Police  
Richardson Police Department  
Main Police Station  
140 North Greenville Ave.  
Richardson, Texas 75081  
Phone: 972-744-4800

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 North Akard  
Suite 1800  
Dallas, Texas 75201  
Phone: 214-965-9900

If intended for the Hosting Agencies, to:

With a copy to:

City of Plano  
Gregory W. Rushin, Chief of Police  
Plano Police Department  
Main Police Station  
909 14th St.  
Plano, Texas 75074  
Phone: 972-424-5678

Paige Mims  
City Attorney  
City of Plano  
1520 K Avenue, Suite 340  
Plano, Texas 75074  
Phone: 972-941-7125

If intended for Participating Agency, to:

With a copy to:

City of Allen  
Brian Harvey, Chief of Police  
Allen Police Department  
205 West McDermott  
Allen, Texas 75013  
Phone: 214-509-4321

Peter G. Smith  
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.  
500 North Akard  
Suite 1800  
Dallas, Texas 75201  
Phone: 214-965-9900

5.3 Amendment and Assignment. This Agreement may not be amended except in writing by the Parties hereto and may not be assigned. The Parties hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Agreement.

5.4 Laws Governing. This Agreement shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in Collin County, Texas. The Parties agree to submit to the personal and subject matter of said court.

5.5 Severability. In the event that one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable, in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

5.6 Entire Agreement. This Agreement embodies the complete understanding of the Parties hereto, superseding all oral or written previous and contemporaneous agreements between the Parties and relating to the matters in this Agreement.

5.7 Authorization. By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.

5.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.

5.9 Recitals. The recitals to this Agreement are incorporated herein.

*(signature page to follow)*

**EXECUTED** this \_\_\_\_ day of \_\_\_\_\_, 2017.

**HOSTING AGENCIES**

**City of Richardson, Texas**

By: \_\_\_\_\_  
Dan Johnson, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney

**City of Plano, Texas**

By: \_\_\_\_\_  
Bruce D. Glasscock, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Paige Mims, City Attorney

**PARTICIPATING AGENCY**

**City of Allen, Texas**

By: \_\_\_\_\_  
Peter H. Vargas, City Manager

**Approved as to Form:**

By: \_\_\_\_\_  
Peter G. Smith, City Attorney