

**RIO GRANDE COUNCIL OF GOVERNMENTS  
INTERAGENCY COOPERATION INTERAGENCY COOPERATIVE AGREEMENT**

This Interagency Cooperation Interagency Cooperative Agreement is made and entered into this 1<sup>st</sup> day of September, 2009, by and between the Rio Grande Council of Governments, hereinafter referred to as RGCOG, having its principal place of business at 1100 North Stanton, Ste. 610 El Paso, Texas 79902 and El Paso County Sheriff's Office, hereinafter referred to as the Contractor and Contractor, having its principal place of business at 3850 Justice El Paso, TX 79938. The purpose of this Interagency Cooperative Agreement is to coordinate and provide law enforcement certification, law enforcement in-service training, and county correction officer training in the six-county area of the Rio Grande Council of Governments.

**WITNESSETH:**

**WHEREAS**, RGCOG hereby engages the Contractor to conduct law enforcement certification, law enforcement in-service training, and county correction officer training for the six county areas of the RGCOG in accordance with the specifications of the Interagency Cooperative Agreement;

**WHEREAS**, RGCOG is responsible for closely monitoring the Contractor to ensure that reasonable care has been exercised to make sure all terms and conditions of the RGCOG: Law Enforcement Training Initiative (#2002102) grant have been followed. The Contractor agrees to fully cooperate with the RGCOG during the monitoring process. The programmatic monitoring using the monitoring instrument incorporated into this Interagency Cooperative Agreement as attachment B, will take place at the Region VIII Training Academy located at 12501 Montana, El Paso, Texas on Wednesday, March 31, 2010; and

**WHEREAS**, the Contractor has agreed to provide the requested services in accordance with this Interagency Cooperative Agreement and within the guidance and standards established by TCLEOSE.

**NOW, THEREFORE**, RGCOG and the Contractor do hereby agree as follows:

**ARTICLE 1 LEGAL AUTHORITY**

The Contractor warrants and assures RGCOG that it possesses adequate legal authority to enter into this Interagency Cooperative Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Interagency Cooperative Agreement and bind the Contractor to the terms of this Interagency Cooperative Agreement and any subsequent amendments hereto.

**ARTICLE 2 APPLICABLE LAWS**

The Contractor agrees to conduct all activities under this Interagency Cooperative Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Interagency Cooperative Agreement. Such standards and laws shall include, to the extent applicable,

the Uniform Grant Management Standards (“UGMS”) promulgated by the State of Texas and the state and federal statutes referenced therein.

The Contractor will maintain all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials in compliance with all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.

### **ARTICLE 3 INDEPENDENT CONTRACTOR**

The execution of this Interagency Cooperative Agreement and the rendering of services prescribed by this Interagency Cooperative Agreement do not change the independent status of RGCOG or the Contractor. No provision of this Interagency Cooperative Agreement or act of RGCOG in performance of the Interagency Cooperative Agreement shall be construed as making the Contractor the agent, servant or employee of RGCOG, the State of Texas or the United States Government. Employees of the Contractor are subject to the control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom. The Contractor shall notify RGCOG of the threat or of any actual lawsuit filed against the Contractor pertaining to this Interagency Cooperative Agreement or which would adversely affect the Contractor’s ability to perform services under this Interagency Cooperative Agreement within 72 hours (three working days) of their receiving notice of the lawsuit.

### **ARTICLE 4 WHOLE INTERAGENCY COOPERATIVE AGREEMENT**

The Interagency Cooperation Agreement, Special Provisions, and Attachments, as provided herein, constitute the complete Interagency Cooperative Agreement between the parties hereto, and supersede any and all oral and written Interagency Cooperative Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Interagency Cooperative Agreement cannot be modified without written consent of the parties.

### **ARTICLE 5 SCOPE OF SERVICES**

The services to be performed by the Contractor are outlined in the Special Provisions of this Interagency Cooperative Agreement.

### **ARTICLE 6 REPORTING REQUIREMENTS**

Reporting requirements, six-month report covering the reporting period of September 1, 2009 through February 28, 2010 shall be submitted to RGCOG postmarked no later than March 12, 2010. An end of the year report covering March 1, 2010 through August 31, 2010 shall be submitted to RGCOG postmarked no later than September 10, 2010. Each report shall include:

- ✓ Names and date(s) of the courses provided throughout the region;
- ✓ Number of students trained in each jurisdiction;
- ✓ Number of contact hours by jurisdiction;
- ✓ Number of training sessions conducted in each jurisdiction;
- ✓ Percentage of course instructor evaluations related average or above;
- ✓ The number of instructor evaluations rated below average during each training cycle;

- ✓ TCLEOSE instructor update;
- ✓ Quarterly regional course calendar for plan year 2010; and
- ✓ Any other information requested by the RGCOG.

If the Contractor fails to submit to RGCOG in a timely and satisfactory manner any report required by this Interagency Cooperative Agreement, or otherwise fails to satisfactorily render performances hereunder, RGCOG may withhold payments otherwise due and owing the Contractor. If RGCOG withholds such payments, it shall notify the Contractor of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by RGCOG until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Interagency Cooperative Agreement.

#### **ARTICLE 7 PAYMENTS**

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance of services delivered and costs incurred by the Contractor in accordance with the terms of this Interagency Cooperative Agreement and shall be paid in accordance with Article 6 and Method of Payment in the Special Provisions.

#### **ARTICLE 8 NON FUNDING CLAUSE**

Each payment obligation of RGCOG created by this Interagency Cooperative Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. RGCOG shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient State or Federal funds are not allocated or otherwise available from RGCOG, Contractor shall have no further obligation to perform its duties under this contract. RGCOG will notify the Contractor thirty (30) days in advance if training funds will not be available.

#### **ARTICLE 9 INSURANCE**

The Contractor shall maintain insurance coverage for work performed or services rendered under this Interagency Cooperative Agreement as specified in the Special Provisions.

#### **ARTICLE 10 REPAYMENTS**

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to RGCOG any amounts determined by RGCOG, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Interagency Cooperative Agreement.

#### **ARTICLE 11 SUBCONTRACTS**

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Interagency Cooperative Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of RGCOG.

The Contractor acknowledges that RGCOG is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Interagency Cooperative Agreement as if the performance rendered was rendered by the Contractor.

## **ARTICLE 12 AUDIT**

As a recipient of state or federal assistance through this Interagency Cooperative Agreement, the Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in combined state or federal financial assistance.

The Contractor will provide RGCOG a copy of the audit on request, including management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine months after the end of the audit period.

RGCOG reserves the right to conduct or cause to be conducted an independent audit of all funds distributed under this Interagency Cooperative Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the RGCOG. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the RGCOG for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Interagency Cooperative Agreement.

## **ARTICLE 13 EXAMINATION OF RECORDS**

The Contractor shall maintain during the course of the work, complete and accurate records of all Contractor's costs and to include documentation to show items chargeable to the RGCOG of items, under this Interagency Cooperative Agreement. RGCOG, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Interagency Cooperative Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit

inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third party's charges. Documents will be maintained until any and all questions of any charges or issues are resolved.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 11 hereof, a provision to the effect that the subcontractor agrees that RGCOG and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

#### **ARTICLE 14 RETENTION OF RECORDS**

The Contractor shall maintain all records pertinent to this Interagency Cooperative Agreement, including but not limited to those records enumerated in Article 13, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 12 of this Interagency Cooperative Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Records will be retained in accordance with state policy; a copy of disposal documents will also be sent to the RGCOG for their files. Documentation of damaged, lost or disposed of equipment will be reported in accordance with El Paso County's purchasing guidelines with a copy of final documents being sent to the RGCOG with the biannual report.

#### **ARTICLE 15 TRAINING COMMITTEE**

The Contractor will maintain a training committee in accordance with CALEA standards which will meet in person twice a year to discuss training issues. Additional meetings may be called as needed. RGCOG will be provided with a copy of the minutes of these training meetings for its files. The Contractor will conduct at least one training meeting with law enforcement representatives from the RGCOG rural jurisdictions at least once a year. Representatives from these agencies will be invited to attend meetings in El Paso and will be provided a copy of training committee minutes. RGCOG will be provided a copy of the quarterly training schedules in advance.

#### **ARTICLE 16 CHANGES AND AMENDMENTS**

Any alterations, additions, or deletions to the terms of this Interagency Cooperative Agreement which are required by changes in federal law or regulations are automatically incorporated into this Interagency Cooperative Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided, if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 17.

RGCOG may, from time to time, request changes in the scope of the services of the Contractor to be performed hereunder and/or the Compensation to be paid for services described in this Contract. Such changes that are mutually agreed upon by and between

RGCOG and the Contractor in writing shall be incorporated into this Interagency Cooperative Agreement. The Contractor's Authorized Official or his/her designee, is hereby authorized to accept funding in accordance with the attached Law Enforcement Training Course list (Attachment A), which is hereby incorporated into this contract by this reference for all purposes.

## **ARTICLE 17 TERMINATION PROCEDURES**

The Contractor acknowledges that this Interagency Cooperative Agreement may be terminated under the following circumstances:

### **A. Convenience**

RGCOG may terminate this Interagency Cooperative Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason RGCOG determines that such termination is in the best interest of RGCOG. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice must be determined to the Executive Director or his/her designee. RGCOG agrees to pay the Contractor, in accordance with the terms of the Interagency Cooperative Agreement, for services actually performed and accruing to the benefit of RGCOG, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Interagency Cooperative Agreement upon thirty (30) days written notice by certified mail to RGCOG. The Contractor may not give notice of cancellation after it has received notice of default from RGCOG. In the event of such termination prior to completion of the Interagency Cooperative Agreement provided for herein, RGCOG agrees to pay for work actually performed and invoiced in accordance with the terms of this Interagency Cooperative Agreement, less payment of any compensation previously paid.

### **B. Default**

RGCOG may, by written notice of default to the Contractor, terminate the whole or any part of the Interagency Cooperative Agreement in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Interagency Cooperative Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Interagency Cooperative Agreement that completion of the services herein specified within the Interagency Cooperative Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by

RGCOG in writing) after receiving written notice by certified mail of default from RGCOG.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Interagency Cooperative Agreement, which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of RGCOG or his/her designee. RGCOG agrees to pay the Contractor, in accordance with the terms of this Interagency Cooperative Agreement, for services actually performed and accruing to the benefit of RGCOG as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by RGCOG as a result of such default, including an amount agreed to in writing by RGCOG and the Contractor to be necessary to complete the services herein specified, in addition to that which would have been required had the Contractor completed the services herein specified.

#### **ARTICLE 18 SEVERABILITY**

All parties agree that should any provision of this Interagency Cooperative Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Interagency Cooperative Agreement, which shall continue in full force and effect.

#### **ARTICLE 19 COPYRIGHTS**

The state or federal awarding agency and RGCOG reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or RGCOG purposes:

- (a) The copyright of all maps, data, reports, research or other work developed under this Interagency Cooperative Agreement; and
- (b) Any copyrights or rights of use to copyrighted material, which the Contractor purchases with funding under this Interagency Cooperative Agreement. All such data and material shall be furnished to RGCOG on request.

#### **ARTICLE 20 OWNERSHIP OF MATERIALS**

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Interagency Cooperative Agreement shall become the property of the RGCOG upon completion of this Interagency Cooperative Agreement, or in the event of termination or cancellation hereof, at the time of payment under Article 8 for work performed. For materials developed which are partially funded by this Interagency Cooperative Agreement, a meeting between all parties will be held to determine the percentage of any royalties to be shared between organizations. All such data and material shall be furnished to RGCOG on request.

#### **ARTICLE 21 FORCE MAJEURE**

To the extent that either party to this Interagency Cooperative Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall be made with concurrence of both parties.

## **ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Interagency Cooperative Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Interagency Cooperative Agreement.

## **ARTICLE 23 CONFLICT OF INTEREST**

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Interagency Cooperative Agreement, shall participate in any decision relating to this Interagency Cooperative Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Interagency Cooperative Agreement.

## **ARTICLE 24 POLITICAL ACTIVITY; LOBBYING**

No funds provided under this Interagency Cooperative Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding \$100,000 through an RGCOG subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

## **ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED**



The Contractor shall ensure that no funds under this Interagency Cooperative Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### **ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS**

The Contractor agrees that it will perform the Interagency Cooperative Agreement activities in conformance with safeguards against fraud and abuse as set forth by the RGCOG, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify RGCOG of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify RGCOG of any accident or incident requiring medical attention arising from its activities under this Interagency Cooperative Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from RGCOG, if any, shall be reported to local law enforcement agencies and RGCOG within two (2) hours of discovery of any such act and the RGCOG will be provided a copy of the law enforcement report within two (2) hours. The Contractor further agrees to cooperate fully with RGCOG, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

#### **ARTICLE 27 TITLES NOT RESTRICTIVE**

The titles assigned to the various Articles of this Interagency Cooperative Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Interagency Cooperative Agreement.

#### **ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE**

The Contractor shall give credit to RGCOG as the funding source for this Interagency Cooperative Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities, which arise from this Interagency Cooperative Agreement.

#### **ARTICLE 29 DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Interagency Cooperative Agreement which are not disposed of by Interagency Cooperative Agreement shall be decided by the Executive Director of RGCOG or his/her designee, who shall commit his/her decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his/her designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of RGCOG. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Interagency Cooperative Agreement and in accordance with RGCOG's final decision. If there is any question of law, the County Attorney will be consulted.

**ARTICLE 30 GOVERNING LAW; VENUE**

This Interagency Cooperative Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Interagency Cooperative Agreement shall lie exclusively in El Paso County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

**ARTICLE 31 ORDER OF PRIORITY**

In the case of any conflict between the Interagency Cooperative Agreement, the Special Provisions, and Attachments to this Interagency Cooperative Agreement, the following order of priority shall be utilized: Special Provisions and Attachments.

**RIO GRANDE COUNCIL OF GOVERNMENTS  
REGIONAL LAW ENFORCEMENT TRAINING INITIATIVE  
SPECIAL CONTRACT PROVISIONS**

**INTRODUCTION**

This contract is by and between the Rio Grande Council of Governments, (RGCOG) or RGCOG, and the El Paso County Sheriff's Office and in aid of Criminal Justice Division (CJD) Grant No. SF-1428511, titled Law Enforcement Training Initiative. It is understood by all parties that payment obligations created by this contract are conditional upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations. The term of this contract shall commence on September 1, 2009, and shall end on August 31, 2010, unless extended or terminated as otherwise provided for in this contract.

This contract shall automatically terminate on the grant expiration date or any extension date thereof granted by CJD or upon termination of the underlying grant by CJD. All services billed hereunder must be rendered within the grant period.

**SCOPE OF SERVICES**

The Contractor covenants and agrees to provide regional law enforcement training set forth in this contract and Attachment A. The RGCOG hereby agrees to engage the Contractor and the Contractor agrees to perform regional law enforcement training hereinafter set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by the Contractor are herewith outlined as follows.

- (a). Project Task: The Contractor shall provide training and instruction to law enforcement personnel in the RGCOG region on a quarterly basis. The Contractor shall provide such instruction only to students who are eligible or who would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).
- (b). Work Product: In performing the services specified herein, the Contractor shall provide instruction in the courses as described in Attachment A "Law Enforcement Training Courses" which is attached hereto and is a part of the Interagency Cooperative Agreement. Times within the Contract performance period and locations in the region for conduct of the courses specified shall be mutually agreed upon by the RGCOG and the Contractor.
- (c). The content and presentation of each course shall comply fully with all applicable rules and regulations of TCLEOSE.
- (d). The Contractor may, at its sole discretion, elect to grant academic credit for courses offered under this Interagency Cooperative Agreement. However, such granting of academic credit shall in no way relieve the Contractor of

its obligation to meet the terms of this Contract, the request for proposal and the rules and regulations of TCLEOSE.

- (e). The Contractor shall be responsible for the timely distribution of announcements of contracted course(s) to potential trainees within the RGCOG region.
  
- (f). The Contractor shall require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire shall be the design of the Contractor. A summary of these forms shall be furnished to the RGCOG on request.

### **PERFORMANCE PERIOD**

The period of this Contract shall commence on September 1, 2009 and continue in force until August 31, 2010, unless extended by the RGCOG as provided in Article 4.

### **CONTRACT EXTENSION**

The RGCOG may at its option offer a contract extension at the completion of the initial performance period. Contract extensions may be offered if all contract conditions have been satisfactorily met during the initial performance period, if the service remains a priority service for funding by the RGCOG, and if no outstanding audit or monitoring findings are unresolved. Such extension shall be the option of the RGCOG with the Contractor given the right of first refusal. Terms of compensation and performance will be renegotiated in conformance with available federal funding, priorities identified by the RGCOG for the period of the contract extension, and RGCOG's current policies regarding funding such services at the time the extension is offered. If RGCOG elects to exercise such option, it shall by delivering a Notice of Renewal to the Contractor at least 30 days prior to the end of the initial Performance Period.

### **COORDINATION OF TRAINING PROJECT**

The RGCOG shall provide coordination of training activities, including overall monitoring of contractor's training program. The RGCOG training coordinator shall act as liaison between the area law enforcement agencies and the Contractor, and the Office of the Governor, Criminal Justice Division.

The Contractor shall provide a staff coordinator of services under this contract who holds a valid Instructor certificate from the TCLEOSE and who shall act as liaison between the Contractor and the RGCOG. The Contractor shall immediately notify the RGCOG in writing of any change in the TCLEOSE certification.

### **COMPENSATION**

The RGCOG agrees to pay the Contractor the total sum not to exceed One Hundred and Forty Three Thousand Five Hundred Dollars (\$143,500) for services described in this Contract, subject to amendment or change of this Interagency Cooperative Agreement in accordance with Article 17.

### **METHOD OF PAYMENT**

The RGCOG shall make payments to the Contractor in the following manner:

(a). Payment for the above will be made within forty-five (45) days of receipt of invoice and monthly expenditure report, and all necessary documentation during Interagency Cooperative Agreement period from September 1, 2009 through August 31, 2010, in accordance with the Contractors' itemized budget as approved by the Rio Grande Council of Governments. Contractor shall include with each request for payment the following, in accordance with existing County procedures:

1. Copy of the payroll expense distribution report;
2. Copy of the workers compensation check and back-up documentation;
3. Copy of the unemployment insurance check and back-up documentation;
4. Recap of all expenditures;
5. Recap of all benefits per employee per pay period
6. Recap for the Workers Compensation per employee per pay period;
7. Recap for the unemployment insurance per employee per pay period
8. Recap sheet per employee per pay period to include hourly rate, hours worked gross pay, FIT SS-MC other deductions and net pay;
9. Copies of grant funded employees timesheets per pay period to include the activities conducted during the pay period; and
10. Original invoice requesting reimbursement for expenditures.

(g). Contract shall not exceed the sum of One Hundred and Forty Three Thousand Five Hundred Dollars (\$143,500) to be paid to the Contractor as payment for conducting and completing regional law enforcement training described in Attachment A unless amended by the RGCOG and Contractor as provided in Article 16.

### **PERSONNEL**

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed as described by Article 2 of the Special Contract Provisions without prior written consent of the RGCOG. The Contractor will notify the RGCOG within ten (10) days of any vacancies involving any grant staff position under this Interagency Cooperative Agreement. The Contractor will notify the RGCOG when a replacement is hired to fill the vacancy.

### **SUBCONTRACTS**

The Contractor shall furnish to the RGCOG a copy of the completed "Interagency Cooperative Agreement for Consultant/Instructor" when the Contractor uses the services of a person as an instructor or consultant when that person is not part of the regular instructional staff of the Contractor. Copies of this Interagency Cooperative Agreement shall be kept on file at the Law Enforcement Academy. Copies of these shall be furnished to the RGCOG upon request.

### **COPYRIGHTS AND RIGHTS IN DATA**

When activities involved in the services provided for in this Interagency Cooperative Interagency Cooperative Agreement produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, consultant Interagency Cooperative Agreements and other subcontracts emanating from this Contract.

### **LABOR STANDARDS**

The Contractor will comply with the Fair Labor Standards Act of 1938 (29 USC 676 et.seq.).

### **AGE DISCRIMINATION**

The Contractor will comply with the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.).

### **INSURANCE**

The Contractor represents to the RGCOG that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

### **ASSIGNMENT**

The provisions of this contract shall not be assignable without the prior written consent of the other party. Written consent on the part of the RGCOG shall be in the form of a motion or resolution, adopted by the Board of Directors of RGCOG.

### **RECORDS RETENTION**

Records shall be retained for at least **THREE (3) YEARS** following the closure of the most recent audit report and until any outstanding litigation; audit or claim has been resolved. Records are subject to inspection by the RGCOG, CJD, or any state or federal agency authorized to inspect same.

**SIGNATURES:**

**RGCOG and the Contractor have executed this Interagency Cooperative Agreement in multiple copies, each of which is an original**

**ACCEPTED BY:**

**FOR THE RIO GRANDE COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Annette Gutierrez, Executive Director  
Rio Grande Council of Governments

\_\_\_\_\_  
Date

**FOR THE COUNTY OF EL PASO**

\_\_\_\_\_  
Honorable Anthony Cobos  
El Paso County Judge

\_\_\_\_\_  
Date

**FOR THE EL PASO COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Richard Wiles  
Sheriff El Paso County

\_\_\_\_\_  
Date

## ATTACHMENT A

### RIO GRANDE COUNCIL OF GOVERNMENTS

#### 2010 LAW ENFORCEMENT TRAINING COURSE Region VIII Training Academy

1000	Basic Peace Officer
1007	Basic County Corrections (At least one detention officer course per year will be offered with additional courses as required)
1009	Basic Hypnosis
1011	Academic Alternative Course (on-line course but not certified by state yet)*
1013	Basic Telecommunications
1014	Basic Instructor-5 day class taught in El Paso
1018	Supplemental Peace Officer—120 hours taught in El Paso (for out of state officers)
2105	Intermediate Child Abuse
2106	Crime Scene Investigation
2107	Intermediate Use of Force
2108	Intermediate Arrest Search and Seizure
2109	Intermediate Spanish
2120	Crisis Communications
3131	Civil Process
3181	State and Federal Law Update
3232	Special Investigative Topics-online
3255	Asset Forfeiture
3256	Racial Profiling-online
3270	Human Trafficking-recommend Federal class, 3 days
3277	Identity Theft Crimes
3501	Suicide Detection
3502	Inmate Rights
3503	Intermediate Communications in Corrections
3504	Use of Force in a Jail
3599	Jail Firearms Course
3702	Field Training Officer Course-El Paso class
3737	New Supervisor
3804	HIV, AIDS, and Hepatitis
3841	Intermediate Crisis Intervention Training
3939	Cultural Diversity
4001	Mental Health Peace Officer Course



**ATTACHMENT A**  
**RIO GRANDE COUNCIL OF GOVERNMENTS**  
**MONITORING INSTRUMENT**

SUBCONTRACTOR NAME:
DATE OF MONITORING VISIT:
RGCOG STAFF CONDUCTING VISIT:
SUBCONTRACTOR STAFF INVOLVED IN VISIT:
LIST OF DOCUMENTS REVIEWED:
YEARLY PROGRAMMATIC COMPLIANCE REVIEW:
ITEMS REVIEWED, AS APPLICABLE:
SUBCONTRACTOR'S PERFORMANCE AND SERVICES REVIEWED:
<ol style="list-style-type: none"> <li>1. Number of courses provided from September 1, 2009-February 28, 2010:</li> </ol>
<ol style="list-style-type: none"> <li>2. List of courses and dates of the courses that were conducted in the jurisdictions of Hudspeth, Culberson, Jeff Davis, Presidio &amp; Brewster (September 1, 2009-February 28, 2010):</li> </ol>
<ol style="list-style-type: none"> <li>3. Number of peace officers courses conducted within region:</li> </ol>
<ol style="list-style-type: none"> <li>4. Number of detention officers courses conducted within the region:</li> </ol>

5. Training Committee: Date, location & sign-in of the training committee held in the rural jurisdiction(s):

6. Has training been open to all officers and community members?

YES  NO

7. What types of coordination/collaboration has been done with rural and urban law enforcement, State and Federal entities?

State Law Enforcement: \_\_\_\_\_

Federal Law Enforcement: \_\_\_\_\_

9. Has subcontractor submitted required documentation with billing statements?

YES  NO

10. Do timesheets for grant funded personnel reflect activity?

YES  NO

11. Do timesheets for positions partially funded by the grant clearly and accurately differentiate between time spent on the grant activities and time spent on other activities?

YES  NO

12. Do employees who work solely on one fund source (100%) have their activity certified semi-annually?

YES  NO

13. Does the Contractor ensure grant funds are NOT used to pay for overtime?

YES  NO

14. Does the Contractor maintain personnel records for both current & past grant personnel employed during the grant period?

YES  NO

14. Does the Contractor maintain all supporting documentation for travel expenditures?

YES     NO

15. If the Contractor incurs travel for training purposes, are training certificates or other proof of attendance maintained in the grant records?

YES     NO

16. Do travel expenditures for mileage, per diem and lodging comply with the Contractor established policy or state travel guidelines?

YES     NO

17. Does the Contractor have and use a procurement policy which includes cost analysis?

YES     NO

18. Does the Contractor maintain and update a complete equipment inventory list of items purchased with grant funds?

YES     NO

19. Do inventory records adequately describe equipment and include identification numbers?

YES     NO

20. Does the Contractor maintain records to detail the history of each procurement purchased with grant funds?

YES     NO

21. Is the Contractor NOT obligating grant funds (services rendered, PO issued) before the beginning, or after the end of the grant period?

YES     NO

22. Does the Contractor maintain an equipment inventory list that:

a) is updated every two years?

YES     NO

b) includes only equipment approved in the initial or adjusted budget?

YES     NO

23. Review of six month report information:

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24. Review and/or enhancement of data submitted, TCLEOSE updates, course calendar, # of regional trainings, and other activities:

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25. Have there been any vacancies involving any grant staff positions under this subcontract?

YES     NO

26. Innovative strategies implemented?

---

---

27. Opportunity to comment on the pertinent portions

---

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STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO        )

**INTERLOCAL AGREEMENT**

This Interlocal Agreement (hereafter Agreement) is entered into as of September 1, 2009, by and the Rio Grande Council of Governments (hereinafter referred to as RGCOG) having its principal place of business at 1100 North Stanton, Ste. 610 El Paso, Texas 79902 and El Paso County, on behalf of the El Paso County Sheriff's Office,(hereinafter referred to as Contractor) having its principal place of business at 3850 Justice El Paso, TX 79938

**WITNESSETH:**

**WHEREAS**, Texas Government Code, Chapter 791, authorizes local governments of the state, including a council of governments, to enter into contracts for governmental functions and services to increase their efficiency and effectiveness; and

**WHEREAS**, RGCOG and Contractor are local governments as defined in Texas Government Code, Section 791.003(4); have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

**WHEREAS**, the purpose of this Agreement is to coordinate and provide law enforcement certification, law enforcement in-service training, and county correction officer training in the six-county area of the Rio Grande Council of Governments.

**WHEREAS**, such a coordinated effort in the training of law enforcement personnel within the area included in RGCOG, are in each party's best interest and that of the public and that this agreement will increase the effective and efficient functioning of each party and

**WHEREAS**, each party paying for the performance of said functions of government shall make those payments from current revenues available to the paying party;

**WHEREAS**, the Contractor has agreed to provide the requested services in accordance with this Interagency Cooperative Agreement and within the guidance and standards established by TCLEOSE.

**WITNESSETH**

**NOW, THEREFORE**, RGCOG and Contractor, hereafter referred to as Party or Parties, , in consideration of the premises, and of the terms, provisions, and mutual promises herein contained which fairly compensate the performing party, do hereby agree as follows:

This Agreement is by and between RGCOG, and Contractor and in aid of Criminal Justice Division (CJD) Grant No. SF-1428511, titled Law Enforcement Training Initiative. It is understood by all parties that payment obligations created by this Agreement are conditional upon the availability of State or Federal funds appropriated or allocated for the payment of such.

The period of this Agreement shall commence on September 1, 2009 and continue in force until August 31, 2010, unless extended by RGCOG as provided in Article 1 (E); notwithstanding the above, this contract shall automatically terminate on the grant expiration date or any extension date thereof granted by CJD or upon termination of the underlying grant by CJD. All services billed hereunder must be rendered within the grant period.

#### **ARTICLE 1. DUTIES PERTAINING TO RGCOG:**

A. RGCOG hereby engages Contractor to conduct law enforcement certification, law enforcement in-service training, and county correction officer training for the six county areas of RGCOG in accordance with the specifications of the Agreement;

B. RGCOG is responsible for closely monitoring Contractor to ensure that reasonable care has been exercised to make sure all terms and conditions of RGCOG: Law Enforcement Training Initiative (#2002102) grant have been followed; Contractor agrees to fully cooperate with RGCOG during the monitoring process; and the programmatic monitoring using the monitoring instrument incorporated into this Agreement as attachment B, will take place at the Region VIII Training Academy located at 12501 Montana, El Paso, Texas on Wednesday, March 31, 2010.

C. RGCOG agrees to pay Contractor the total sum not to exceed One Hundred and Forty Three Thousand Five Hundred Dollars (\$143,500) for services described in this Contract, subject to amendment or change of this Agreement in accordance with Article 3(E) or 3(G).

#### **D. METHOD OF PAYMENT.**

RGCOG shall make payments to Contractor in the following manner:

(1). Payment for the above will be made within forty-five (45) days of receipt of invoice and monthly expenditure report, and all necessary documentation during Agreement period from September 1, 2009 through August 31, 2010, in accordance with Contractors' itemized budget as approved by the Rio Grande Council of Governments. Contractor shall include with each request for payment the following, in accordance with existing County procedures:

- a) Copy of the payroll expense distribution report;
- b) Copy of the workers compensation check and back-up documentation;
- c) Copy of the unemployment insurance check and back-up documentation;
- d) Recap of all expenditures;
- e) Recap of all benefits per employee per pay period
- f) Recap for the Workers Compensation per employee per pay period;

- g) Recap for the unemployment insurance per employee per pay period
- h) Recap sheet per employee per pay period to include hourly rate, hours worked gross pay, FIT SS-MC other deductions and net pay;
- i) Copies of grant funded employees timesheets per pay period to include the activities conducted during the pay period; and
- j) Original invoice requesting reimbursement for expenditures.

**E. CONTRACT EXTENSION**

RGCOG may at its option offer a contract extension at the completion of the initial performance period. Contract extensions may be offered if all contract conditions have been satisfactorily met during the initial performance period, if the service remains a priority service for funding by RGCOG, and if no outstanding audit or monitoring findings are unresolved. Such extension shall be the option of RGCOG with Contractor given the right of first refusal. Terms of compensation and performance will be renegotiated in conformance with available federal funding, priorities identified by RGCOG for the period of the contract extension, and RGCOG's current policies regarding funding such services at the time the extension is offered. If RGCOG elects to exercise such option, it shall by delivering a Notice of Renewal to Contractor at least 30 days prior to the end of the initial Performance Period.

**ARTICLE 2. DUTIES PERTAINING TO CONTRACTOR ;**

**A. SCOPE OF SERVICES**

Contractor agrees to provide regional law enforcement training set forth in this contract and Attachment A. RGCOG hereby agrees to engage Contractor and Contractor agrees to perform regional law enforcement training hereinafter set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by Contractor are herewith outlined as follows.

- (a). Project Task: Contractor shall provide training and instruction to law enforcement personnel in RGCOG region on a quarterly basis. Contractor shall provide such instruction only to students who are eligible or who would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE).
- (b). Work Product: In performing the services specified herein, Contractor shall provide instruction in the courses as described in Attachment A "Law Enforcement Training Courses" which is attached hereto and is a part of the Agreement. Times within the Contract performance period and locations in the region for conduct of the courses specified shall be mutually agreed upon by RGCOG and Contractor.
- (c). The content and presentation of each course shall comply fully with all applicable rules and regulations of TCLEOSE.

- (d). Contractor may, at its sole discretion, elect to grant academic credit for courses offered under this Agreement. However, such granting of academic credit shall in no way relieve Contractor of its obligation to meet the terms of this Contract, the request for proposal and the rules and regulations of TCLEOSE.
- (e). Contractor shall be responsible for the timely distribution of announcements of contracted course(s) to potential trainees within RGCOG region.
- (f). Contractor shall require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire shall be the design of Contractor. A summary of these forms shall be furnished to RGCOG on request.

#### B. REPORTING REQUIREMENTS.

Reporting requirements, six-month report covering the reporting period of September 1, 2009 through February 28, 2010 shall be submitted to RGCOG postmarked no later than March 12, 2010. An end of the year report covering March 1, 2010 through August 31, 2010 shall be submitted to RGCOG postmarked no later than September 10, 2010. Each report shall include:

1. Names and date(s) of the courses provided throughout the region;
2. Number of students trained in each jurisdiction;
3. Number of contact hours by jurisdiction;
4. Number of training sessions conducted in each jurisdiction;
5. Percentage of course instructor evaluations related average or above;
6. The number of instructor evaluations rated below average during each training cycle;
7. TCLEOSE instructor update;
8. Quarterly regional course calendar for plan year 2010; and
9. Any other reasonable information requested by RGCOG related to this Agreement and agreed to by both Parties in writing.

Timely completion of a report in the form included herein as Attachment C shall satisfy the above requirement.

#### C. PERSONNEL

Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2(A). Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. Contractor shall not subcontract work to be performed as described by Article 2(A) without prior written consent of RGCOG. Contractor will notify RGCOG within ten (10) days of any vacancies involving any grant staff position under this Agreement. Contractor will notify RGCOG when a replacement is hired to fill the vacancy.



#### D. SUBCONTRACTS

Contractor shall furnish to RGCOG a copy of the completed "Agreement for Consultant/Instructor" when Contractor uses the services of a person as an instructor or consultant when that person is not part of the regular instructional staff of Contractor. Copies of this Agreement shall be kept on file at the Law Enforcement Academy. Copies of these shall be furnished to RGCOG upon request.

#### E. LABOR STANDARDS

Contractor will comply with the Fair Labor Standards Act of 1938 (29 USC 676 et.seq.).

#### F. AGE DISCRIMINATION

Contractor will comply with the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.).

#### G. INSURANCE

Contractor represents to RGCOG that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

#### H. ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of the other party. Written consent on the part of RGCOG shall be in the form of a motion or resolution, adopted by the Board of Directors of RGCOG.

#### I. RECORDS RETENTION

Records shall be retained for at least **THREE (3) YEARS** following the closure of the most recent audit report and until any outstanding litigation; audit or claim has been resolved. Records are subject to inspection by RGCOG, CJD, or any state or federal agency authorized to inspect same.

#### J. REPAYMENTS

Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to RGCOG any amounts determined by independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

#### K. TRAINING COMMITTEE

Contractor will maintain a training committee in accordance with CALEA standards which will meet in person twice a year to discuss training issues. Additional meetings may be called as needed. RGCOG will be provided with a copy of the minutes of these training meetings for its files. Contractor will conduct at least one training meeting with law

enforcement representatives from RGCOG rural jurisdictions at least once a year. Representatives from these agencies will be invited to attend meetings in El Paso and will be provided a copy of training committee minutes. RGCOG will be provided a copy of the quarterly training schedules in advance.

L. AUDIT

As a recipient of state or federal assistance through this Agreement, Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

Contractor shall have an audit made in accordance with the Single Audit requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than \$500,000 in combined state or federal financial assistance.

Contractor will provide RGCOG a copy of the audit on request, including management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine months after the end of the audit period.

RGCOG reserves the right to conduct or cause to be conducted an independent audit of all funds distributed under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by RGCOG. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

Contractor understands and agrees that Contractor shall be liable to RGCOG for any costs disallowed or overpayment as a result of audit or inspection of records kept by Contractor on work performed under this Agreement.

**ARTICLE 3. DUTIES PERTAINING TO BOTH PARTIES:**

A. COORDINATION OF TRAINING PROJECT

RGCOG shall provide coordination of training activities, including overall monitoring of contractor's training program. RGCOG training coordinator shall act as liaison between the area law enforcement agencies and Contractor, and the Office of the Governor, Criminal Justice Division.

Contractor shall provide a staff coordinator of services under this contract who holds a valid Instructor certificate from the TCLEOSE and who shall act as liaison between Contractor and RGCOG. Contractor shall immediately notify RGCOG in writing of any change in the TCLEOSE certification.

B. INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of RGCOG or Contractor. No provision

of this Agreement or act of RGCOG in performance of the Agreement shall be construed as making Contractor the agent, servant or employee of RGCOG, the State of Texas or the United States Government. Employees of Contractor are subject to the control and supervision of Contractor. Contractor is solely responsible for employee payrolls and claims arising therefrom.

#### C. APPLICABLE LAWS

1. Both Parties agree to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant Management Standards (“UGMS”) promulgated by the State of Texas and the state and federal statutes referenced therein.

2, Both Parties will maintain all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials in compliance with all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.

#### D. THREAT OF LAWSUIT.

Each Party shall notify the other Party of the threat or of any actual lawsuit filed against it pertaining to this Agreement or which would adversely affect either Party's ability to perform obligations or services under this Agreement, within three working days of their receiving notice of the lawsuit.

#### E. ENTIRE AGREEMENT

The Agreement, , and Attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of both Parties.

#### F. CHANGES AND AMENDMENTS

1. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided, if either party may not legally comply with such change, said Party may terminate its participation herein as authorized by Article --.

2. Either Party may, from time to time, request changes in the scope of the services of Contractor to be performed hereunder and/or the Compensation to be paid for services described in this Contract. Such changes that are mutually agreed upon by and between RGCOG and Contractor and approved by their respective governing bodies in writing shall be incorporated into this Agreement. Both Parties 's Authorized Official or his/her designee, is hereby authorized to accept funding in accordance with the attached

Law Enforcement Training Course list (Attachment A), which is hereby incorporated into this contract by this reference for all purposes.

#### **G. TERMINATION PROCEDURES**

Both Parties acknowledges that this Agreement may be terminated under the following circumstances:

##### 1. Non Funding Clause

Each payment obligation of RGCOG created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. RGCOG shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient State or Federal funds are not allocated or otherwise available from RGCOG, Contractor shall have no further obligation to perform its duties under this Agreement. RGCOG will notify Contractor in writing thirty (30) days in advance if training funds will not be available.

In the event that Contractor does not have sufficient funds in its budget during the term of this Agreement, for the performance of its obligations hereunder, the County may terminate this Agreement without penalty or further payment, upon 30 days written notice to RGCOG..

##### 2. Convenience

- a) Either party may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to other Party. whenever for any reason the initiating Party determines that such termination is in its best interest.
- b) Either Parties may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to the other Party. A Party may not give notice of cancellation after it has received notice of default from the other Party. In the event of such termination prior to completion of the Agreement provided for herein.RGCOG shall compensate Contractor for those eligible expenses incurred during the term of the Agreement prior to receipt of the notice of termination.

##### 3. Default

Either Party may, by written notice of default to the other Party, terminate the whole or any part of the Agreement in any one of the following circumstances:

- a) If Either Party fails to perform the obligations or services herein specified within the time specified herein or any extension thereof; or
- b) If Either Party fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may

be authorized by the terminating Party in writing) after receiving written notice by certified mail of default from the terminating Party.

In the event of such termination, all services of the defaulting Party and its employees and subcontractors shall cease and shall prepare a final invoice reflecting the services actually performed or expenses undertaken in reliance on the Agreement.

#### H. SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

#### I. COPYRIGHTS

The state or federal awarding agency and RGCOG reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or RGCOG purposes:

- (a) The copyright of all maps, data, reports, research or other work created by the personnel whose salary is paid for by the grant funds related to this Agreement, specifically the Administrative Assistant, Clerk, and 2 civilian instructors; ; and
- (b) Any copyrights or rights of use to copyrighted material, which Contractor purchases with funding from this Agreement. All such data and material shall be furnished to RGCOG on request; and
- (c) Classes and materials initially developed by Contractor outside of this Agreement remains Contractor's intellectual property..

#### J. FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall made with concurrence of both parties.

#### K. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

Both Parties agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age

Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

#### L. CONFLICT OF INTEREST

No officer, member or employee of either Party or subcontractors, no member of the governing body of either Party, and no other public officials of either Party who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

#### M. POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. Both Parties will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

#### N. SECTARIAN INVOLVEMENT PROHIBITED

Both Parties shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

#### O. CRIMINAL PROVISIONS AND SANCTIONS

Each Party agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by RGCOG, Contractor, the State of Texas, and the acts and regulations of the funding entity. Each Party agrees to promptly notify the other Party of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify the other Party of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Both Parties further agree to cooperate fully with each other, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

P. TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

Q. ACKNOWLEDGEMENT OF FUNDING SOURCE; PERFORMANCE

Contractor shall give credit to RGCOG as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of Contractor's activities, which arise from this Agreement. RGCOG shall give credit to Contractor in all oral presentations, written documents, publicity, and advertisements regarding any of RGCOG's activities, which arise from this Agreement.

R. DISPUTES

Upon written notice received from one Party alleging a dispute as to any duty or obligation pursuant to this Agreement, or applicable federal or state law, or due to acts or omissions of the other Party, the recipient party, within five (5) business days of receipt of the notice shall meet, or arrange a meeting, with the other Party to resolve the dispute. In the event the Parties cannot resolve the dispute at the initial meeting, the party providing notice of the dispute initially, in its sole discretion, may request additional meetings to address resolution of the dispute or may proceed to the next step of this process. In any event, if additional meetings are held and no resolution of the dispute is reached within thirty (30) calendar days from the initial meeting, the initiating Party may elect non-binding mediation with a mutually acceptable third party mediator. If resolution of the dispute occurs, the parties shall reduce such resolution to writing or amend the Agreement to include the resolution. Contractor does not agree to binding arbitration. Any proposed dispute resolution process can only be entered into upon the mutual agreement of both parties.

Upon mutual consent, the Parties may also submit the dispute to the alternative dispute resolution procedures authorized by Chapter 2009 of the Texas Government Code.

S. GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in El Paso County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

[the remainder of this page is blank]

**SIGNATURES:**

**RGCOG and CONTRACTOR have executed this Agreement in multiple copies, each of which is an original**

**ACCEPTED BY:**

**FOR THE RIO GRANDE COUNCIL OF GOVERNMENTS**

\_\_\_\_\_  
Annette Gutierrez, Executive Director  
Rio Grande Council of Governments

\_\_\_\_\_  
Date

**FOR THE COUNTY OF EL PASO**

\_\_\_\_\_  
Honorable Anthony Cobos  
El Paso County Judge

\_\_\_\_\_  
Date

**FOR THE EL PASO COUNTY SHERIFF'S OFFICE**

\_\_\_\_\_  
Richard Wiles  
Sheriff El Paso County

\_\_\_\_\_  
Date



## ATTACHMENT A

### RIO GRANDE COUNCIL OF GOVERNMENTS

#### 2010 LAW ENFORCEMENT TRAINING COURSE Region VIII Training Academy

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1018	Supplemental Peace Officer—120 hours taught in El Paso (for out of state officers)
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2107	Intermediate Use of Force
2108	Intermediate Arrest Search and Seizure
2109	Intermediate Spanish
2120	Crisis Communications
3131	Civil Process
3181	State and Federal Law Update
3232	Special Investigative Topics-online
3255	Asset Forfeiture
3256	Racial Profiling-online
3270	Human Trafficking-recommend Federal class, 3 days
3277	Identity Theft Crimes
3501	Suicide Detection
3502	Inmate Rights
3503	Intermediate Communications in Corrections
3504	Use of Force in a Jail
3599	Jail Firearms Course
3702	Field Training Officer Course-El Paso class
3737	New Supervisor
3804	HIV, AIDS, and Hepatitis
3841	Intermediate Crisis Intervention Training
3939	Cultural Diversity
4001	Mental Health Peace Officer Course

**ATTACHMENT A**  
**RIO GRANDE COUNCIL OF GOVERNMENTS**  
**MONITORING INSTRUMENT**

SUBCONTRACTOR NAME:
DATE OF MONITORING VISIT:
RGCOG STAFF CONDUCTING VISIT:
SUBCONTRACTOR STAFF INVOLVED IN VISIT:
LIST OF DOCUMENTS REVIEWED:
YEARLY PROGRAMMATIC COMPLIANCE REVIEW:
ITEMS REVIEWED, AS APPLICABLE:
SUBCONTRACTOR'S PERFORMANCE AND SERVICES REVIEWED:
<ol style="list-style-type: none"> <li>1. Number of courses provided from September 1, 2009-February 28, 2010:</li> </ol>
<ol style="list-style-type: none"> <li>2. List of courses and dates of the courses that were conducted in the jurisdictions of Hudspeth, Culberson, Jeff Davis, Presidio &amp; Brewster (September 1, 2009-February 28, 2010):</li> </ol>
<ol style="list-style-type: none"> <li>3. Number of peace officers courses conducted within region:</li> </ol>
<ol style="list-style-type: none"> <li>4. Number of detention officers courses conducted within the region:</li> </ol>

5. Training Committee: Date, location & sign-in of the training committee held in the rural jurisdiction(s):

6. Has training been open to all officers and community members?

YES  NO

7. What types of coordination/collaboration has been done with rural and urban law enforcement, State and Federal entities?

State Law Enforcement: \_\_\_\_\_

Federal Law Enforcement: \_\_\_\_\_

9. Has subcontractor submitted required documentation with billing statements?

YES  NO

10. Do timesheets for grant funded personnel reflect activity?

YES  NO

11. Do timesheets for positions partially funded by the grant clearly and accurately differentiate between time spent on the grant activities and time spent on other activities?

YES  NO

12. Do employees who work solely on one fund source (100%) have their activity certified semi-annually?

YES  NO

13. Does the Contractor ensure grant funds are NOT used to pay for overtime?

YES  NO

14. Does the Contractor maintain personnel records for both current & past grant personnel employed during the grant period?

YES  NO

14. Does the Contractor maintain all supporting documentation for travel expenditures?

YES     NO

15. If the Contractor incurs travel for training purposes, are training certificates or other proof of attendance maintained in the grant records?

YES     NO

16. Do travel expenditures for mileage, per diem and lodging comply with the Contractor established policy or state travel guidelines?

YES     NO

17. Does the Contractor have and use a procurement policy which includes cost analysis?

YES     NO

18. Does the Contractor maintain and update a complete equipment inventory list of items purchased with grant funds?

YES     NO

19. Do inventory records adequately describe equipment and include identification numbers?

YES     NO

20. Does the Contractor maintain records to detail the history of each procurement purchased with grant funds?

YES     NO

21. Is the Contractor NOT obligating grant funds (services rendered, PO issued) before the beginning, or after the end of the grant period?

YES     NO

22. Does the Contractor maintain an equipment inventory list that:

a) is updated every two years?

YES     NO

b) includes only equipment approved in the initial or adjusted budget?

YES     NO

23. Review of six month report information:

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24. Review and/or enhancement of data submitted, TCLEOSE updates, course calendar, # of regional trainings, and other activities:

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25. Have there been any vacancies involving any grant staff positions under this subcontract?

YES     NO

26. Innovative strategies implemented?

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27. Opportunity to comment on the pertinent portions

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**ATTACHMENT C**

	<b>ATTACHMENT C</b>	
	<b>El Paso County Sheriff's Office Six Month Report Due March 12, 2010 and September 10, 2010</b>	
<b>1</b>	Names and date(s) of the courses provided throughout the region	
<b>2</b>	Number of students trained in each jurisdiction	
<b>3</b>	Number of contact hours by jurisdiction.	
<b>4</b>	Number of training sessions conducted in each jurisdiction	
<b>5</b>	Number and percentage of course instructor evaluations related average or above.	
<b>6</b>	Number and percentage of instructor evaluations rated below average during each training cycle.	
<b>7</b>	TCLEOSE instructor update	
<b>8</b>	Quarterly regional course calendar for plan year 2010;	