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**El Paso County
Agenda Item Details**

Item Title: EPCSO - FY25 Law Enforcement Training Initiative ILA/Yr 2024-2025 (2025-0151)

Submitted By: Oscar Ugarte, Sheriff

Department: EPCSO

Department Phone Number: 915-538-2006

Subject: Approve and authorize the County Judge to sign the Rio Grande Council of Governments (RIOCOC) FY 2025 Law Enforcement Training Initiative Interlocal Agreement, for the Sheriff's Office to provide training and instruction to law enforcement personnel in the RIOCOC region on a quarterly basis from September 1, 2024, through August 31, 2025, in the amount of \$158,300. (Contract No. 2025-0151)

Background: Rio Grande Council of Governments PSO OOG Grant Number 1428519-FY 25 RIOCOC Law Enforcement Training Initiative NOT to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300.00) for FY 2025. EPCSO will provide training and instruction to law enforcement personnel in the RIOCOC region on a quarterly basis. The RIOCOC agrees to pay the EPCSO the total sum not to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300) for Services described in this Agreement, in accordance with the EPCSO itemized budget as approved by the RIOCOC.

Contract Number: 2025-0151
Contract Term Start: 9/1/2024
Contract Term End: 8/31/2025
County Attorney Opinion Number:

Fiscal Impact: Fiscal Impact Historical
FY 2023- \$134,100.00
FY 2024- \$133,404.00

Fiscal Impact Projected
GRANT WILL NOT EXCEED \$158,300

Long Account Number: Amount:

Long Account Number: COGF-1000-0000000-411-30-30100-0433-00000-435007- Amount: \$0.00

Budget or Unbudgeted Match:

Recommendation:

Approve and authorize the County Judge to sign the Rio Grande Council of Governments (RIOCOG) FY 2025 Law Enforcement Training Initiative Interlocal Agreement, for the Sheriff's Office to provide training and instruction to law enforcement personnel in the RIOCOG region on a quarterly basis from September 1, 2024, through August 31, 2025, in the amount of \$158,300. (Contract No. 2025-0151)

Prior Action:

Contract 2022-0902 Item No. 4-Y Approved 10/31/2022
Contract 2024-0060 Item No. 4-P Approved 1/29/2024

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**



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Goal:

null

Objective:

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**Estimated Time Needed
For This Item:**

RIO GRANDE COUNCIL OF GOVERNMENTS FY 2025 LAW ENFORCEMENT TRAINING INITIATIVE INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made by and between the Rio Grande Council of Governments (hereinafter, "RIOCOG"), and El Paso County through the El Paso County Sheriff's Office (hereinafter, "EPCSO"), and is intended to aid in the implementation of a grant provided to the RIOCOG through the Public Safety Office within the Office of Governor Criminal Justice Division (hereinafter, "PSO OOG") PSO OOG Grant Number 1428519-FY 25 RIOCOG Law Enforcement Training Initiative. The EPCSO and the RIOCOG are jointly referred to as the "Parties" in this Agreement.

Therefore, it is expressly understood and agreed by the Parties that payment obligations created by this Agreement are conditioned upon the availability of state funds appropriated or allocated for the payment of these obligations.

WHEREAS, the RIOCOG has PSO OOG grant funds available to pay the EPCSO under this Agreement in an amount not to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300) for FY 2025.

WHEREAS, the service area encompassed by this Agreement includes the six-county area of the RIOCOG region; referred to herein as Upper Rio Grande State Planning Region 8.

WHEREAS, the EPCSO has agreed to provide the requested services in accordance with this Agreement and within the guidance and standards established by TCOLE.

NOW, THEREFORE, the RIOCOG and the EPCSO do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The EPCSO warrants and assures the RIOCOG it possesses adequate legal authority to enter into this Agreement. The EPCSO governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the EPCSO to the terms of this Agreement and any subsequent amendments.

ARTICLE 2 APPLICABLE LAW

The EPCSO agrees 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. These standards and laws include, to the extent applicable, the Texas Grant Management Standards ("TxGMS") promulgated by the State of Texas. The EPCSO 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 will be treated as a default.

ARTICLE 3 INDEPENDENT CONTRACTOR ARRANGEMENT

The execution of this Agreement does not change the status of the Parties. Employees of the EPCSO are subject to the control and supervision of the EPCSO and will not be construed to be employees of the RIOCOG under any circumstances. The EPCSO is solely responsible for employee payroll and claims arising therefrom. The EPCSO will notify RIOCOG of the threat of

or any actual lawsuit filed against the EPCSO pertaining to this Agreement or which would adversely affect the EPCSO's ability to perform Services under this Agreement within 72 hours (three working days) of any notice of a lawsuit.

ARTICLE 4 TERM OF AGREEMENT

This Agreement commences effective September 1, 2024 and continues in force until August 31, 2025, unless extended or terminated as otherwise provided for in this Agreement.

ARTICLE 5 SCOPE OF SERVICES

The EPCSO agrees to provide the regional law enforcement training set forth in this Agreement ("Services"). The RIOCOG hereby agrees to engage the EPCSO and the EPCSO agrees to perform the regional law enforcement training set forth pursuant to the provisions of the grant from the PSO OOG. The Services to be performed by EPCSO are as follows.

- (a) Project Task: The EPCSO will provide training and instruction to law enforcement personnel in the RIOCOG region on a quarterly basis. The EPCSO will provide instruction covered by this Agreement only to students who are eligible or would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement (TCOLE).
- (b) Work Product: In performing the Services, the EPCSO will provide instruction in the courses described in Attachment A "Law Enforcement Training Courses" which is incorporated into this Agreement. Times and locations in the region for the conduct of the courses will be mutually agreed upon by the RIOCOG and the EPCSO.
- (c) The content and presentation of each course must comply fully with all applicable rules and regulations of TCOLE.
- (d) The EPCSO may, at its sole discretion, elect to grant academic credit for courses offered under this Agreement. However, the granting of academic credit in no way relieves the EPCSO of its obligation to meet the terms of this Agreement, the request for proposal, and the rules and regulations of TCOLE.
- (e) The EPCSO is responsible for the timely distribution of announcements of contracted course(s) to potential trainees within the RIOCOG region.
- (f) The EPCSO must require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire will be the design of EPCSO. A summary of these forms will be furnished to the RIOCOG on request.

The EPCSO will furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the Services. The EPCSO is responsible for completion of the Services and will provide all necessary supervision and coordination of activities required to complete the Services. The EPCSO may not subcontract Services to be performed pursuant to this Agreement without prior written consent of the RIOCOG. The EPCSO will notify the RIOCOG within ten (10) days of any vacancies involving any grant staff position under this Agreement. The EPCSO will notify the RIOCOG when a replacement is hired to fill the vacancy.

ARTICLE 6 COORDINATION OF TRAINING PROJECT

The RIOCOG will provide oversight of training activities, including overall monitoring of the EPCSO training program. The RIOCOG training coordinator will act as liaison between the area law enforcement agencies, the EPCSO, and the PSO OOG.

The EPCSO will provide a staff coordinator of Services under this Agreement who holds a valid Instructor certificate from the TCOLE and who will act as liaison between the EPCSO and the RIOCOG. The EPCSO will immediately notify the RIOCOG in writing of any change in the TCOLE certification.

ARTICLE 7 REPORTING AND MONITORING REQUIREMENTS

A fiscal year 2025 six-month report covering the reporting period of September 1, 2024 through February 28, 2025 will be submitted to the RIOCOG postmarked no later than March 7, 2025. An end of the year report covering March 1, 2025 through August 31, 2025 will be submitted to the RIOCOG postmarked no later than September 5, 2025.

Each report will include the following:

- (a) Number of individuals enrolled in the basic corrections course;
- (b) Number of individuals passing the basic corrections course;
- (c) Number of individuals enrolled in the peace officer course;
- (d) Number of individuals passing the peace officer course;
- (e) List of primary activities conducted during the six months and twelve months report;
- (f) Number of students trained;
- (g) Number of contact hours;
- (h) Number of training sessions conducted;
- (i) Quarterly regional course calendar for Fiscal Year 2025; and
- (j) Any other information requested by the RIOCOG.

If the EPCSO fails to submit to the RIOCOG in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily perform required Services, the RIOCOG may withhold payments otherwise due and owing to the EPCSO. If the RIOCOG withholds payments, it will notify the EPCSO of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by the RIOCOG until the delinquent obligations for which funds are withheld are fulfilled by the EPCSO. The EPCSO failure to timely submit any report may also be considered cause for termination of this Agreement.

The RIOCOG is responsible for closely monitoring the EPCSO to ensure reasonable care has been exercised to make sure all terms and conditions of the RIOCOG Law Enforcement Training Initiative (1428519-FY 25) grant have been followed. The EPCSO agrees to fully cooperate with the RIOCOG during the monitoring process. Programmatic monitoring using the monitoring instrument incorporated into this Agreement and included as Attachment B will take place at the Region VIII Training Academy located at 12501 Montana, El Paso, Texas 79938 on Friday, May 10, 2025.

ARTICLE 8 PAYMENT FOR SERVICES

The EPCSO will provide the RIOCOG with a FY 2025 itemized budget no later than February 14, 2025. The EPCSO must timely request a budget adjustment from the RIOCOG if funds need to be adjusted. Equipment purchases and equipment adjustments will not be allowed during the last quarter of Fiscal Year 2025 (After May 30, 2025).

The RIOCOG agrees to pay the EPCSO the total sum not to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300) for Services described in this Agreement. Payment for Services will be made within forty-five (45) days of receipt of invoice and monthly expenditure report, and all necessary documentation during the Agreement period from September 1, 2024 through August 31, 2025, in accordance with the EPCSO itemized budget as approved by the RIOCOG. The EPCSO must include the following with each request for payment, 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.

ARTICLE 9 NON-FUNDING CLAUSE

Each payment obligation of the RIOCOG created by this Agreement is conditioned upon the availability of state funds appropriated or allocated for the payment of these obligations. The RIOCOG is not 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 funds are not allocated or otherwise available from the RIOCOG, the EPCSO will have no further obligation to perform its duties under this Agreement. RIOCOG will notify the EPCSO thirty (30) days in advance if training funds will not be available.

ARTICLE 10 INSURANCE

The EPCSO represents to the RIOCOG 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 EPCSO further represents it self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 11 REPAYMENTS

The EPCSO understands and agrees it will be liable to repay and will repay, upon demand, to the RIOCOG any amounts determined by the RIOCOG, its independent auditors, the PSO OOG or any state agency to have been paid in violation of the terms of this Agreement.

ARTICLE 12 SUBCONTRACTORS

The EPCSO will not subcontract Services to be performed pursuant to this Agreement without prior written consent of the RIOCOG. The EPCSO will furnish to the RIOCOG a copy of the completed "Agreement for Consultant/Instructor" when the EPCSO uses the services of a person as an instructor or consultant when that person is not an employee of the EPCSO or the County of El Paso. Copies of these agreements will be kept on file at the Law Enforcement Academy. The EPCSO acknowledges the RIOCOG is not liable to any subcontractor of the EPCSO. The EPCSO will ensure the performance rendered by all subcontractors is in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the EPCSO.

ARTICLE 13 AUDIT

As a recipient of state assistance through this Agreement, the EPCSO acknowledges it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), Uniform Guidance–Subpart F audit requirement. For state funded awards, audit requirements can be found in the TxGMS.

The EPCSO will have an audit conducted in accordance with the Single Audit requirements in 2 CFR, Part 200, Subpart F Audit Requirement or the requirements in TxGMS for any of its fiscal years in which the EPCSO expends more than \$750,000 in combined state or federal financial assistance.

The EPCSO will provide the RIOCOG a copy of the audit upon request, including the management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.

RIOCOG reserves the right to conduct 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 the RIOCOG. This audit will be conducted in accordance with applicable State law, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The EPCSO understands and agrees the EPCSO is liable to the RIOCOG for any costs disallowed or overpayment as a result of audit or inspection of records kept by the EPCSO for Services performed under this Agreement.

ARTICLE 14 EXAMINATION OF RECORDS

The EPCSO will maintain, during the course of the work, complete and accurate records of all EPCSO costs, to include documentation to show items chargeable to the RIOCOG under this Agreement. The RIOCOG, through its staff or designated public accounting firm or the PSO OOG, has 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 this Agreement. The records to be maintained and retained by the EPCSO include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the EPCSO 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 EPCSO stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors of the EPCSO and any other third party charges. Records shall be maintained until any and all questions relating to any charges or issues are resolved.

The EPCSO further agrees to include in all of its subcontracts permitted pursuant to Article 12, a provision that the EPCSO agrees the RIOCOG and its duly authorized representatives, until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have the right to access, examine, and copy any directly pertinent books, documents, papers, invoices and records of the subcontractor involving transactions relating to any Services performed.

ARTICLE 15 RETENTION OF RECORDS

The EPCSO will maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of not less than seven (7) 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 13 of this 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 will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) 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 RIOCOG for their files. Documentation of damaged, lost or disposed of equipment will be reported in accordance with the EPCSO purchasing guidelines with a copy of final documents being sent to the RIOCOG with the biannual report.

ARTICLE 16 TRAINING COMMITTEE

The EPCSO will maintain a training committee in accordance with the Commission on Accreditation for Law Enforcement Agencies (C.A.L.E.A) standards, which will meet annually to discuss training issues. The RIOCOG will be provided with a copy of the minutes of all training meetings for its files. The EPCSO will conduct at least one training meeting with law enforcement representatives from the RIOCOG rural jurisdictions at least once a year. Representatives from these agencies will be invited to attend these meetings and will be provided a copy of training committee minutes. The RIOCOG will be provided with a copy of the quarterly training schedules in advance.

ARTICLE 17 CHANGES AND AMENDMENTS

Any changes to the terms of this Agreement, which are required by changes in federal law or regulations are automatically incorporated into this Agreement without a written amendment, and become effective on the date designated by the law or regulation; provided, if the EPCSO may not legally comply with the change, the EPCSO may terminate this Agreement, as authorized by Article 18.

Either Party may, from time to time, request changes in the scope of the Services to be performed and/or the compensation to be paid for Services described in this Agreement. Changes mutually agreed upon by and between the RIOCOG and the EPCSO in writing will be incorporated into this Agreement. The EPCSO Authorized Official or his/her designee, is authorized to accept funding in accordance with the attached Law Enforcement Training Course list (Attachment A), which is incorporated into this Agreement for all purposes.

ARTICLE 18 TERMINATION PROCEDURES

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

- A. **Termination, Without Cause:** Either Party may terminate this Agreement, without cause, at any time by written notice by certified mail to the other Party. Upon receipt of notice of termination from the RIOCOG, all Services will cease to the extent specified in the notice of termination. In the event of termination, the EPCSO will prepare a final invoice within thirty (30) days of the termination reflecting the Services performed not previously invoiced. The RIOCOG agrees to pay the EPCSO, in accordance with the terms of the Agreement, for Services rendered.
- B. **Termination, For Cause Due to Default:** In the event of default in the performance of this Agreement, the non-defaulting Party may terminate this Agreement after providing written notice of the default to the defaulting Party, and the defaulting Party fails to cure the default within ten (10) calendar days of the notice. In the event of a default termination, all Services of the defaulting Party and its employees and subcontract will cease. If applicable, the defaulting Party will prepare a final invoice reflecting the Services rendered pursuant to this Agreement, which have not appeared on any prior invoice. The invoice must be satisfactory to the Executive Director of the RIOCOG or designee or the El Paso County Judge, or designee, as applicable.

The RIOCOG agrees to pay the EPCSO, in accordance with the terms of this Agreement, for Services rendered and accruing to the benefit of the RIOCOG as reflected on the invoice, less payment of any compensation previously paid and less any costs or damages incurred by the RIOCOG as a result of the default, including an amount agreed to in writing by the RIOCOG and the EPCSO to complete the Services specified in the Agreement.

ARTICLE 19 SEVERABILITY

Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable, that provision will be deemed severed from this Agreement and every other provision will continue in full force and effect.

ARTICLE 20 FORCE MAJEURE

To the extent either Party is wholly or partially prevented from the performance of any obligation or duty placed on the Party within the time specified 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, the time for the performance of the obligation or duty will be suspended until the disability to perform is removed. Determination of force majeure will be made with concurrence of the Parties.

ARTICLE 21 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The EPCSO agrees to comply with all federal and state laws relating to non-discrimination. 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 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 this Agreement; and (j) the requirements of any other nondiscrimination statute(s) under state law which may apply to this Agreement.

ARTICLE 22 CONFLICTS OF INTEREST

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

ARTICLE 23 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. The EPCSO, if a recipient of federal assistance exceeding \$100,000 through an RIOCOG subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 24 SECTARIAN INVOLVEMENT PROHIBITED

The EPCSO will ensure no funds under this Agreement are used, either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 25 CRIMINAL PROVISIONS AND SANCTIONS

The EPCSO agrees it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the RIOCOG, the State of Texas, and the acts and regulations of the funding entity. The EPCSO agrees to promptly notify the RIOCOG 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 RIOCOG of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of the occurrence. Any theft or willful damage to property on loan to the EPCSO from the RIOCOG will be reported to local law enforcement agencies and the RIOCOG within two (2) hours of discovery and the RIOCOG will be provided a copy of the law enforcement report within two (2) hours of receipt of the report. The EPCSO further agrees to cooperate fully with the RIOCOG and any law enforcement agency in carrying out a full investigation of any incidents.

ARTICLE 26 LABOR STANDARDS

The EPCSO will comply with the Fair Labor Standards Act of 1938 (29 USC 676, et.seq.) with respect to any training conducted of its employees pursuant to this Agreement.

ARTICLE 27 CAPTIONS AND HEADINGS

The article headings contained in this Agreement are for convenience only and in no manner are intended to restrict the subject matter of any article or part of this Agreement.

ARTICLE 28 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 will meet, or arrange a meeting, with the other Party to resolve the dispute. In the event the Parties do not 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 will reduce such resolution to writing or amend the Agreement to include the resolution. The EPCSO does not agree to binding arbitration. Any proposed dispute resolution process may only be utilized upon the mutual agreement of the Parties.

ARTICLE 29 GOVERNING LAW; VENUE

This Agreement is 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 this Agreement lies exclusively in El Paso

County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 30 ASSIGNMENT

The provisions of this Agreement are not assignable without the prior written consent of the Parties. Written consent on the part of the RIOCOG will be in the form of a motion or resolution, adopted by the Board of Directors of the RIOCOG.

ARTICLE 31 ENTIRE AGREEMENT

The Agreement and Attachments A and B, constitute the entire Agreement between the Parties, and supersede any and all oral and written agreements between the Parties relating to matters contained in the Agreement. Except as otherwise provided in this Agreement, this Agreement may not be modified without the written consent of the Parties.

ARTICLE 32 TEXAS PUBLIC INFORMATION ACT

The Parties will comply with the Texas Public Information Act, Texas Government Code, Chapter 552. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.

ARTICLE 33 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same document.

ARTICLE 34 NOTICES

All notices under this Agreement will be given in writing by letter addressed as follows:

Rio Grande Council of Governments
Attn: Annette Gutierrez
8037 Lockheed, Suite 100
El Paso, TX 79925

El Paso County, Texas
Attn: Hon. Ricardo A. Samaniego
500 E. San Antonio, Suite 301
El Paso, Texas 79901

Each party may change its address by written notification to the other party.

ARTICLE 35 AUTHORITY TO EXECUTE

Each of the signatories below assure, represent and confirm that he or she is an authorized signatory on behalf of their respective Party as identified below and has full right, power and authority to execute this Agreement and bind such Party to the terms and covenants of this Agreement and to promise performance of the actions contemplated in this Agreement.

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 Ricardo A. Samaniego
El Paso County Judge

Date

FOR THE EL PASO COUNTY SHERIFF'S OFFICE

Honorable Oscar Ugarte
Sheriff, El Paso County

Date

ATTACHMENT A

RIO GRANDE COUNCIL OF GOVERNMENTS

LAW ENFORCEMENT TRAINING COURSE

1000	Basic Peace Officer
1007	Basic County Corrections
1009	Basic Hypnosis
1011	Academic Alternative Course
1013	Basic Telecommunications
1014	Basic Instructor
1018	Supplemental Peace Officer
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
3270	Human Trafficking-recommend Federal class
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

3737	New Supervisor
3804	HIV, AIDS, and Hepatitis
3841	Intermediate Crisis Intervention Training
3939	Cultural Diversity
4001	Mental Health Peace Officer Course

NAME:
DATE OF MONITORING VISIT:
RIOCOG STAFF CONDUCTING VISIT:
STAFF INVOLVED IN VISIT:
LIST OF DOCUMENTS REVIEWED:
YEARLY PROGRAMMATIC COMPLIANCE REVIEW: FY <u>2025</u>
ITEMS REVIEWED, AS APPLICABLE:
_____ PERFORMANCE AND SERVICES REVIEWED:
1. Number of courses provided from:

2. List of courses and dates of the courses that were conducted in the jurisdictions of Hudspeth, Culberson, Jeff Davis, Presidio & Brewster:

3. Number of peace officers courses conducted within region:

4. Number of detention officers courses conducted within the region:

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 _____ 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 semiannually?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

15. If the _____ 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 _____ established policy or state travel guidelines?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

22. Does the _____ 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:

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

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: _____

RIO GRANDE COUNCIL OF GOVERNMENTS FY 2025 LAW ENFORCEMENT TRAINING INITIATIVE INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made by and between the Rio Grande Council of Governments (hereinafter, "RIOCOG"), and El Paso County through the El Paso County Sheriff's Office (hereinafter, "EPCSO"), and is intended to aid in the implementation of a grant provided to the RIOCOG through the Public Safety Office within the Office of Governor Criminal Justice Division (hereinafter, "PSO OOG") PSO OOG Grant Number 1428519-FY 25 RIOCOG Law Enforcement Training Initiative. The EPCSO and the RIOCOG are jointly referred to as the "Parties" in this Agreement.

Therefore, it is expressly understood and agreed by the Parties that payment obligations created by this Agreement are conditioned upon the availability of state funds appropriated or allocated for the payment of these obligations.

WHEREAS, the RIOCOG has PSO OOG grant funds available to pay the EPCSO under this Agreement in an amount not to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300) for FY 2025.

WHEREAS, the service area encompassed by this Agreement includes the six-county area of the RIOCOG region; referred to herein as Upper Rio Grande State Planning Region 8.

WHEREAS, the EPCSO has agreed to provide the requested services in accordance with this Agreement and within the guidance and standards established by TCOLE.

NOW, THEREFORE, the RIOCOG and the EPCSO do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The EPCSO warrants and assures the RIOCOG it possesses adequate legal authority to enter into this Agreement. The EPCSO governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the EPCSO to the terms of this Agreement and any subsequent amendments.

ARTICLE 2 APPLICABLE LAW

The EPCSO agrees 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. These standards and laws include, to the extent applicable, the Texas Grant Management Standards ("TxGMS") promulgated by the State of Texas. The EPCSO 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 will be treated as a default.

ARTICLE 3 INDEPENDENT CONTRACTOR ARRANGEMENT

The execution of this Agreement does not change the status of the Parties. Employees of the EPCSO are subject to the control and supervision of the EPCSO and will not be construed to be employees of the RIOCOG under any circumstances. The EPCSO is solely responsible for employee payroll and claims arising therefrom. The EPCSO will notify RIOCOG of the threat of

or any actual lawsuit filed against the EPCSO pertaining to this Agreement or which would adversely affect the EPCSO's ability to perform Services under this Agreement within 72 hours (three working days) of any notice of a lawsuit.

ARTICLE 4 TERM OF AGREEMENT

This Agreement commences effective September 1, 2024 and continues in force until August 31, 2025, unless extended or terminated as otherwise provided for in this Agreement.

ARTICLE 5 SCOPE OF SERVICES

The EPCSO agrees to provide the regional law enforcement training set forth in this Agreement ("Services"). The RIOCOG hereby agrees to engage the EPCSO and the EPCSO agrees to perform the regional law enforcement training set forth pursuant to the provisions of the grant from the PSO OOG. The Services to be performed by EPCSO are as follows.

- (a) Project Task: The EPCSO will provide training and instruction to law enforcement personnel in the RIOCOG region on a quarterly basis. The EPCSO will provide instruction covered by this Agreement only to students who are eligible or would be eligible for certification upon completion of a course, by the Texas Commission on Law Enforcement (TCOLE).
- (b) Work Product: In performing the Services, the EPCSO will provide instruction in the courses described in Attachment A "Law Enforcement Training Courses" which is incorporated into this Agreement. Times and locations in the region for the conduct of the courses will be mutually agreed upon by the RIOCOG and the EPCSO.
- (c) The content and presentation of each course must comply fully with all applicable rules and regulations of TCOLE.
- (d) The EPCSO may, at its sole discretion, elect to grant academic credit for courses offered under this Agreement. However, the granting of academic credit in no way relieves the EPCSO of its obligation to meet the terms of this Agreement, the request for proposal, and the rules and regulations of TCOLE.
- (e) The EPCSO is responsible for the timely distribution of announcements of contracted course(s) to potential trainees within the RIOCOG region.
- (f) The EPCSO must require trainees to complete Instructor Evaluation Questionnaires for each course. The Questionnaire will be the design of EPCSO. A summary of these forms will be furnished to the RIOCOG on request.

The EPCSO will furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the Services. The EPCSO is responsible for completion of the Services and will provide all necessary supervision and coordination of activities required to complete the Services. The EPCSO may not subcontract Services to be performed pursuant to this Agreement without prior written consent of the RIOCOG. The EPCSO will notify the RIOCOG within ten (10) days of any vacancies involving any grant staff position under this Agreement. The EPCSO will notify the RIOCOG when a replacement is hired to fill the vacancy.

ARTICLE 6 COORDINATION OF TRAINING PROJECT

The RIOCOG will provide oversight of training activities, including overall monitoring of the EPCSO training program. The RIOCOG training coordinator will act as liaison between the area law enforcement agencies, the EPCSO, and the PSO OOG.

The EPCSO will provide a staff coordinator of Services under this Agreement who holds a valid Instructor certificate from the TCOLE and who will act as liaison between the EPCSO and the RIOCOG. The EPCSO will immediately notify the RIOCOG in writing of any change in the TCOLE certification.

ARTICLE 7 REPORTING AND MONITORING REQUIREMENTS

A fiscal year 2025 six-month report covering the reporting period of September 1, 2024 through February 28, 2025 will be submitted to the RIOCOG postmarked no later than March 7, 2025. An end of the year report covering March 1, 2025 through August 31, 2025 will be submitted to the RIOCOG postmarked no later than September 5, 2025.

Each report will include the following:

- (a) Number of individuals enrolled in the basic corrections course;
- (b) Number of individuals passing the basic corrections course;
- (c) Number of individuals enrolled in the peace officer course;
- (d) Number of individuals passing the peace officer course;
- (e) List of primary activities conducted during the six months and twelve months report;
- (f) Number of students trained;
- (g) Number of contact hours;
- (h) Number of training sessions conducted;
- (i) Quarterly regional course calendar for Fiscal Year 2025; and
- (j) Any other information requested by the RIOCOG.

If the EPCSO fails to submit to the RIOCOG in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily perform required Services, the RIOCOG may withhold payments otherwise due and owing to the EPCSO. If the RIOCOG withholds payments, it will notify the EPCSO of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by the RIOCOG until the delinquent obligations for which funds are withheld are fulfilled by the EPCSO. The EPCSO failure to timely submit any report may also be considered cause for termination of this Agreement.

The RIOCOG is responsible for closely monitoring the EPCSO to ensure reasonable care has been exercised to make sure all terms and conditions of the RIOCOG Law Enforcement Training Initiative (1428519-FY 25) grant have been followed. The EPCSO agrees to fully cooperate with the RIOCOG during the monitoring process. Programmatic monitoring using the monitoring instrument incorporated into this Agreement and included as Attachment B will take place at the Region VIII Training Academy located at 12501 Montana, El Paso, Texas 79938 on Friday, May 10, 2025.

ARTICLE 8 PAYMENT FOR SERVICES

The EPCSO will provide the RIOCOG with a FY 2025 itemized budget no later than February 14, 2025. The EPCSO must timely request a budget adjustment from the RIOCOG if funds need to be adjusted. Equipment purchases and equipment adjustments will not be allowed during the last quarter of Fiscal Year 2025 (After May 30, 2025).

The RIOCOG agrees to pay the EPCSO the total sum not to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300) for Services described in this Agreement. Payment for Services will be made within forty-five (45) days of receipt of invoice and monthly expenditure report, and all necessary documentation during the Agreement period from September 1, 2024 through August 31, 2025, in accordance with the EPCSO itemized budget as approved by the RIOCOG. The EPCSO must include the following with each request for payment, 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.

ARTICLE 9 NON-FUNDING CLAUSE

Each payment obligation of the RIOCOG created by this Agreement is conditioned upon the availability of state funds appropriated or allocated for the payment of these obligations. The RIOCOG is not 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 funds are not allocated or otherwise available from the RIOCOG, the EPCSO will have no further obligation to perform its duties under this Agreement. RIOCOG will notify the EPCSO thirty (30) days in advance if training funds will not be available.

ARTICLE 10 INSURANCE

The EPCSO represents to the RIOCOG 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 EPCSO further represents it self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 11 REPAYMENTS

The EPCSO understands and agrees it will be liable to repay and will repay, upon demand, to the RIOCOG any amounts determined by the RIOCOG, its independent auditors, the PSO OOG or any state agency to have been paid in violation of the terms of this Agreement.

ARTICLE 12 SUBCONTRACTORS

The EPCSO will not subcontract Services to be performed pursuant to this Agreement without prior written consent of the RIOCOG. The EPCSO will furnish to the RIOCOG a copy of the completed "Agreement for Consultant/Instructor" when the EPCSO uses the services of a person as an instructor or consultant when that person is not an employee of the EPCSO or the County of El Paso. Copies of these agreements will be kept on file at the Law Enforcement Academy. The EPCSO acknowledges the RIOCOG is not liable to any subcontractor of the EPCSO. The EPCSO will ensure the performance rendered by all subcontractors is in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the EPCSO.

ARTICLE 13 AUDIT

As a recipient of state assistance through this Agreement, the EPCSO acknowledges it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as "Audit Act"), Uniform Guidance–Subpart F audit requirement. For state funded awards, audit requirements can be found in the TxGMS.

The EPCSO will have an audit conducted in accordance with the Single Audit requirements in 2 CFR, Part 200, Subpart F Audit Requirement or the requirements in TxGMS for any of its fiscal years in which the EPCSO expends more than \$750,000 in combined state or federal financial assistance.

The EPCSO will provide the RIOCOG a copy of the audit upon request, including the management letter and reporting package required by federal and state rules within thirty (30) days after receipt of the auditor's report, or nine (9) months after the end of the audit period.

RIOCOG reserves the right to conduct 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 the RIOCOG. This audit will be conducted in accordance with applicable State law, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The EPCSO understands and agrees the EPCSO is liable to the RIOCOG for any costs disallowed or overpayment as a result of audit or inspection of records kept by the EPCSO for Services performed under this Agreement.

ARTICLE 14 EXAMINATION OF RECORDS

The EPCSO will maintain, during the course of the work, complete and accurate records of all EPCSO costs, to include documentation to show items chargeable to the RIOCOG under this Agreement. The RIOCOG, through its staff or designated public accounting firm or the PSO OOG, has 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 this Agreement. The records to be maintained and retained by the EPCSO include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the EPCSO 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 EPCSO stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors of the EPCSO and any other third party charges. Records shall be maintained until any and all questions relating to any charges or issues are resolved.

The EPCSO further agrees to include in all of its subcontracts permitted pursuant to Article 12, a provision that the EPCSO agrees the RIOCOG and its duly authorized representatives, until the expiration of seven (7) years after final payment under the subcontract or until all audit findings have been resolved, have the right to access, examine, and copy any directly pertinent books, documents, papers, invoices and records of the subcontractor involving transactions relating to any Services performed.

ARTICLE 15 RETENTION OF RECORDS

The EPCSO will maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of not less than seven (7) 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 13 of this 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 will be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) 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 RIOCOG for their files. Documentation of damaged, lost or disposed of equipment will be reported in accordance with the EPCSO purchasing guidelines with a copy of final documents being sent to the RIOCOG with the biannual report.

ARTICLE 16 TRAINING COMMITTEE

The EPCSO will maintain a training committee in accordance with the Commission on Accreditation for Law Enforcement Agencies (C.A.L.E.A) standards, which will meet annually to discuss training issues. The RIOCOG will be provided with a copy of the minutes of all training meetings for its files. The EPCSO will conduct at least one training meeting with law enforcement representatives from the RIOCOG rural jurisdictions at least once a year. Representatives from these agencies will be invited to attend these meetings and will be provided a copy of training committee minutes. The RIOCOG will be provided with a copy of the quarterly training schedules in advance.

ARTICLE 17 CHANGES AND AMENDMENTS

Any changes to the terms of this Agreement, which are required by changes in federal law or regulations are automatically incorporated into this Agreement without a written amendment, and become effective on the date designated by the law or regulation; provided, if the EPCSO may not legally comply with the change, the EPCSO may terminate this Agreement, as authorized by Article 18.

Either Party may, from time to time, request changes in the scope of the Services to be performed and/or the compensation to be paid for Services described in this Agreement. Changes mutually agreed upon by and between the RIOCOG and the EPCSO in writing will be incorporated into this Agreement. The EPCSO Authorized Official or his/her designee, is authorized to accept funding in accordance with the attached Law Enforcement Training Course list (Attachment A), which is incorporated into this Agreement for all purposes.

ARTICLE 18 TERMINATION PROCEDURES

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

- A. **Termination, Without Cause:** Either Party may terminate this Agreement, without cause, at any time by written notice by certified mail to the other Party. Upon receipt of notice of termination from the RIOCOG, all Services will cease to the extent specified in the notice of termination. In the event of termination, the EPCSO will prepare a final invoice within thirty (30) days of the termination reflecting the Services performed not previously invoiced. The RIOCOG agrees to pay the EPCSO, in accordance with the terms of the Agreement, for Services rendered.
- B. **Termination, For Cause Due to Default:** In the event of default in the performance of this Agreement, the non-defaulting Party may terminate this Agreement after providing written notice of the default to the defaulting Party, and the defaulting Party fails to cure the default within ten (10) calendar days of the notice. In the event of a default termination, all Services of the defaulting Party and its employees and subcontract will cease. If applicable, the defaulting Party will prepare a final invoice reflecting the Services rendered pursuant to this Agreement, which have not appeared on any prior invoice. The invoice must be satisfactory to the Executive Director of the RIOCOG or designee or the El Paso County Judge, or designee, as applicable.

The RIOCOG agrees to pay the EPCSO, in accordance with the terms of this Agreement, for Services rendered and accruing to the benefit of the RIOCOG as reflected on the invoice, less payment of any compensation previously paid and less any costs or damages incurred by the RIOCOG as a result of the default, including an amount agreed to in writing by the RIOCOG and the EPCSO to complete the Services specified in the Agreement.

ARTICLE 19 SEVERABILITY

Should any provision of this Agreement be determined to be invalid, unlawful, or unenforceable, that provision will be deemed severed from this Agreement and every other provision will continue in full force and effect.

ARTICLE 20 FORCE MAJEURE

To the extent either Party is wholly or partially prevented from the performance of any obligation or duty placed on the Party within the time specified 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, the time for the performance of the obligation or duty will be suspended until the disability to perform is removed. Determination of force majeure will be made with concurrence of the Parties.

ARTICLE 21 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The EPCSO agrees to comply with all federal and state laws relating to non-discrimination. 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 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 this Agreement; and (j) the requirements of any other nondiscrimination statute(s) under state law which may apply to this Agreement.

ARTICLE 22 CONFLICTS OF INTEREST

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

ARTICLE 23 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. The EPCSO, if a recipient of federal assistance exceeding \$100,000 through an RIOCOG subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 24 SECTARIAN INVOLVEMENT PROHIBITED

The EPCSO will ensure no funds under this Agreement are used, either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 25 CRIMINAL PROVISIONS AND SANCTIONS

The EPCSO agrees it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the RIOCOG, the State of Texas, and the acts and regulations of the funding entity. The EPCSO agrees to promptly notify the RIOCOG 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 RIOCOG of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of the occurrence. Any theft or willful damage to property on loan to the EPCSO from the RIOCOG will be reported to local law enforcement agencies and the RIOCOG within two (2) hours of discovery and the RIOCOG will be provided a copy of the law enforcement report within two (2) hours of receipt of the report. The EPCSO further agrees to cooperate fully with the RIOCOG and any law enforcement agency in carrying out a full investigation of any incidents.

ARTICLE 26 LABOR STANDARDS

The EPCSO will comply with the Fair Labor Standards Act of 1938 (29 USC 676, et.seq.) with respect to any training conducted of its employees pursuant to this Agreement.

ARTICLE 27 CAPTIONS AND HEADINGS

The article headings contained in this Agreement are for convenience only and in no manner are intended to restrict the subject matter of any article or part of this Agreement.

ARTICLE 28 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 will meet, or arrange a meeting, with the other Party to resolve the dispute. In the event the Parties do not 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 will reduce such resolution to writing or amend the Agreement to include the resolution. The EPCSO does not agree to binding arbitration. Any proposed dispute resolution process may only be utilized upon the mutual agreement of the Parties.

ARTICLE 29 GOVERNING LAW; VENUE

This Agreement is 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 this Agreement lies exclusively in El Paso

County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 30 ASSIGNMENT

The provisions of this Agreement are not assignable without the prior written consent of the Parties. Written consent on the part of the RIOCOG will be in the form of a motion or resolution, adopted by the Board of Directors of the RIOCOG.

ARTICLE 31 ENTIRE AGREEMENT

The Agreement and Attachments A and B, constitute the entire Agreement between the Parties, and supersede any and all oral and written agreements between the Parties relating to matters contained in the Agreement. Except as otherwise provided in this Agreement, this Agreement may not be modified without the written consent of the Parties.

ARTICLE 32 TEXAS PUBLIC INFORMATION ACT

The Parties will comply with the Texas Public Information Act, Texas Government Code, Chapter 552. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act.

ARTICLE 33 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same document.

ARTICLE 34 NOTICES

All notices under this Agreement will be given in writing by letter addressed as follows:

Rio Grande Council of Governments
Attn: Annette Gutierrez
8037 Lockheed, Suite 100
El Paso, TX 79925

El Paso County, Texas
Attn: Hon. Ricardo A. Samaniego
500 E. San Antonio, Suite 301
El Paso, Texas 79901

Each party may change its address by written notification to the other party.

ARTICLE 35 AUTHORITY TO EXECUTE

Each of the signatories below assure, represent and confirm that he or she is an authorized signatory on behalf of their respective Party as identified below and has full right, power and authority to execute this Agreement and bind such Party to the terms and covenants of this Agreement and to promise performance of the actions contemplated in this Agreement.

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 Ricardo A. Samaniego
El Paso County Judge

Date

FOR THE EL PASO COUNTY SHERIFF'S OFFICE

Honorable Oscar Ugarte
Sheriff, El Paso County

Date

ATTACHMENT A

RIO GRANDE COUNCIL OF GOVERNMENTS

LAW ENFORCEMENT TRAINING COURSE

1000	Basic Peace Officer
1007	Basic County Corrections
1009	Basic Hypnosis
1011	Academic Alternative Course
1013	Basic Telecommunications
1014	Basic Instructor
1018	Supplemental Peace Officer
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
3270	Human Trafficking-recommend Federal class
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

3737	New Supervisor
3804	HIV, AIDS, and Hepatitis
3841	Intermediate Crisis Intervention Training
3939	Cultural Diversity
4001	Mental Health Peace Officer Course

ATTACHMENT B
RIO GRANDE COUNCIL OF GOVERNMENTS
MONITORING INSTRUMENT

NAME:
DATE OF MONITORING VISIT:
RIOCOG STAFF CONDUCTING VISIT:
STAFF INVOLVED IN VISIT:
LIST OF DOCUMENTS REVIEWED:
YEARLY PROGRAMMATIC COMPLIANCE REVIEW: FY <u>2025</u>
ITEMS REVIEWED, AS APPLICABLE:
_____ PERFORMANCE AND SERVICES REVIEWED: 1. Number of courses provided from:

2. List of courses and dates of the courses that were conducted in the jurisdictions of Hudspeth, Culberson, Jeff Davis, Presidio & Brewster:

3. Number of peace officers courses conducted within region:

4. Number of detention officers courses conducted within the region:

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 _____ 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 semiannually?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

15. If the _____ 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 _____ established policy or state travel guidelines?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

22. Does the _____ 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:

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

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: _____



COMMISSIONERS COURT CONTRACT FORM

CONTRACT SUMMARY

Approve and authorize the County Judge to sign the FY 2025 Law Enforcement Training Initiative Interlocal Agreement with the Rio Grande Council of Governments (RIOCOC) on behalf of the El Paso County Sheriff's Office (EPCSO) from September 1, 2024, through August 31, 2025, in the amount of One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300.00). (Contract No. 2025-0151)
Oscar Ugarte, El Paso County Sheriff's Office (915) 538-2234

ADDITIONAL BACKGROUND:

Rio Grande Council of Governments PSO OOG Grant Number 1428519-FY 25 RIOCOC Law Enforcement Training Initiative NOT to exceed One Hundred Fifty-Eight Thousand Three Hundred Dollars (\$158,300.00) for FY 2025. EPCSO will provide training and instruction to law enforcement personnel in the RIOCOC region on a quarterly basis.

FISCAL IMPACT:

GRANT WILL NOT EXCEED \$158,300.00

PRIOR COURT ACTION:

Contract 2022-0902 Item No. 4-Y Approved 10/31/2022

Contract 2024-0060 Item No. 4-P Approved 1/29/2024

RECOMMENDATION:

Approve and authorize the County Judge to sign the FY 2025 Law Enforcement Training Initiative Interlocal Agreement with the Rio Grande Council of Governments (RIOCOC) on behalf of the El Paso County Sheriff's Office (EPCSO) from September 1, 2024, through August 31, 2025, in the amount of \$158,300.00.

BASIC CONTRACT DETAILS

CONTRACT NO.: 2025-0151

CONTRACT TITLE: FY25 Law Enforcement Training Initiative / ILA / Yr 2024-2025

SECOND PARTY: Rio Grande Council of Governments [RIOCOC]

CONTRACT TYPE: Interlocal Agreement

TERM AND BUDGET DETAILS

TERM: 1 Year

EXTENSION OPTIONS: N/A - None Available/Remaining

EFFECTIVE DATE: 9/1/2024

MOD EFFECTIVE DATE (If Applicable):
EXPIRATION DATE: 08/31/2025
MOD EXPIRATION DATE (If Applicable):
EXTENSION DEADLINE DATE (If Applicable):
AMOUNT: 0.00
MOD AMOUNT (If Applicable):

APPROVALS

COUNTY ATTORNEY APPROVAL

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY: Carlos Madrid
LEGAL REVIEW: Approved as to Form as Submitted
LEGAL REVIEW NOTES (If Applicable):
DATE: 2/6/2025

DIRECTOR/DEPARTMENT HEAD APPROVAL

The undersigned hereby certifies that he/she has read the contract, understands and approves the contract terms and conditions and further certifies that the contract conforms to the bid specification, if any, and acknowledges that he/she is responsible for administering all terms and conditions.

DIRECTOR/DEPARTMENT HEAD/DESIGNEE:
DEPARTMENT CONTACT: Justine Sanchez
DEPARTMENT: Sheriff
DATE:



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DEPARTMENT CONTACT: Justine Sanchez
DEPARTMENT: Sheriff
DATE: