

## **INTERLOCAL COOPERATION AGREEMENT FOR BASIC POLICE OFFICER COURSES**

This Interlocal Cooperation Agreement (“Agreement”) is made and entered by and between the City of Plano, Texas (“Plano”), the City of Richardson, Texas (“Richardson”), (collectively, the “Hosting Agencies”), and the City of McKinney, Texas (“Participating Agency”), acting by and through their authorized representatives. Plano, Richardson, and the Participating Agency may be referred to individually as “Party” or collectively as “Parties.”

### **RECITALS:**

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

**WHEREAS**, the Hosting Agencies jointly operate and maintain the Plano-Richardson Police Training Center, located at 4912 14<sup>th</sup> Street, Plano, Texas (“Training Center”) for the Basic Police Officer Course (“BPOC”); and

**WHEREAS**, the Hosting Agencies desire to host the BPOC at the Training Center; and

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

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

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

### **Article I Term**

The Initial Term of this Agreement shall commence on October 1, 2025 (“Effective Date”) and continue for a period of one (1) year, unless sooner terminated as provided herein. This Agreement shall automatically renew each year on the Effective Date for successive terms of one year each (each a “Renewal Term”), unless sooner terminated as provided herein. Term shall mean the Initial Term and any Renewal Term. Either Party may terminate this Agreement if the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof. Either Party may terminate this Agreement by providing thirty (30) days prior written notice to the other Party.

### **Article II Purpose**

The purpose of this Agreement is for the Hosting Agencies to provide basic police officer training through BPOCs for both Hosting Agencies’ and Participating Agency’s police officer

recruits and certain fire marshals, and to set forth the terms and conditions for the use of, and payment requirements for, the Training Center.

### **Article III Definitions**

For purposes of this Agreement, the terms and phrases shall have the following meanings, unless the context clearly indicates otherwise below are defined as follows:

“Academy” shall mean the BPOC provided by the Hosting Agencies, and shall include classroom instruction, physical fitness, pursuit driving, defensive tactics, and firearms training.

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

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

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

“Recruit” shall mean a Police Officer Recruit or Fire Marshal for the Hosting Agencies and Participating Agency.

“TCOLE” shall mean the Texas Commission on Law Enforcement.

“Training Center” shall have the meaning assigned in the Recitals.

### **Article IV Training Services**

#### **4.1 Training Services**

- a. The Academy shall be held at the Training Center.
- b. The Academy Director shall be a Plano Police Department employee.
- c. The Hosting Agencies agree to provide a maximum of three (3) BPOCs each calendar year to Recruits in preparing for the Texas State Peace Officer Licensing Examination.
- d. The Academy shall follow the curriculum set forth in the BPOC and for any related training.
- e. The Hosting Agencies shall provide the following:
  - i. All furniture and training equipment for the Training Center for use during the Academy; and
  - ii. Class materials and supplies as required.
- f. The Participating Agency shall require each Recruit to wear the Participating Agency’s uniform at all times during the Academy.

#### 4.2 Payment of Participation Fee

- a. The Plano Police Department shall bill the Participating Agency for the Participation Fee in the amount of **\$1,500.00** per Recruit. Payment for the Participation Fee shall be made directly to Plano.
- b. If a Recruit from the Participating Agency does not complete the BPOC, the Participation Fee shall be reimbursed as follows:
  - i. 75% within weeks 2 through 4 of the BPOC;
  - ii. 50% within weeks 5 through 7; and
  - iii. No reimbursement shall be offered after week 7.
- c. Each Recruit shall be under the supervision and control of the Hosting Agencies' staff at all times and shall comply with the requirements and procedures set forth in the Plano Richardson Police Academy Basic Peace Officer Course (BPOC) Rules, Policies, and Procedures Manual ("Manual"). Repeated violations by a Recruit of requirements and procedures set forth in the Manual or by the Hosting Agencies shall result in immediate dismissal from the Academy without reimbursement of any percentage of the Participate Fee.
- d. The Plano Police Department shall be responsible for reporting all TCOLE requirements through the Plano Police Department's TCOLE Academy license.

### **Article V Termination**

Either Party may terminate this Agreement at any time without cause or penalty by giving thirty (30) days advance written notice. The obligation of the Parties to pay any and all fees and costs, if any, incurred under this Agreement prior to the effective date of termination shall survive such cancellation until performed or discharged by the Parties.

### **Article VI Notice**

Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after delivery or on the day actually received if sent by courier or otherwise hand delivered:

<b>If Intended for City of Richardson:</b>	<b>With Copy to:</b>
Don Magner City Manager 2360 Campbell Creed Boulevard, Ste. 525 Richardson, Texas 75082	Attn: Peter G. Smith City Attorney Nichols   Jackson 1800 Ross Tower 500 North Akard Street Dallas, Texas 75201

<p><b>City of Plano:</b></p> <p>Mark D. Israelson City Manager P.O. Box 860358 Plano, Texas 75086 marki@plano.gov</p> <p><b>City of McKinney:</b></p> <p>Joe Ellenburg Chief of Police 2200 Taylor Burk Dr. McKinney, TX 75071</p>	<p><b>With Copy to:</b></p> <p>Paige Mims City Attorney 1520 K Avenue, Suite 340 Plano, Texas 75074 paigem@plano.gov</p> <p><b>With Copy to:</b></p> <p>Mark S. Houser Brown &amp; Hofmeister, LLP 740 East Campbell Road, Suite 800 Richardson, Texas 75081</p>
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## Article VII Miscellaneous

- 7.1 **Governmental Immunity.** It is expressly understood and agreed that, in the execution of this Agreement, no Party waives any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not signatories hereto. Each Party agrees to and accepts full responsibility for the acts, negligence and/or omissions of such Party's officers, agents and employees in the execution and performance of this Agreement.
- 7.2 **Hold Harmless.** Each Party shall accept responsibility for, and shall hold the other Party harmless from, any claim, cause of action, or responsibility, and bodily injury, death, or property damage resulting in any manner from the sole negligence of its agents, employees, or officers, which cause bodily injury, death, or property damage occurring at the Training Center or while traveling to or from the Training Center.
- 7.3 **Signing Authority.** By executing this Agreement, each Party represents that it has full capacity and authority to grant all rights and assume all obligations that it has granted and assumed under this Agreement, and that this Agreement has been authorized by the governing body of the respective Party.
- 7.4 **Entire Agreement.** This Agreement constitutes the entire agreement by the Parties concerning the services to be performed and any prior or contemporaneous, oral or written, agreement which purports to vary from the terms herein shall be void.
- 7.5 **Severability.** The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement.
- 7.6 **Governing Law.** The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement

shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

- 7.7 **Amendment.** This Agreement may be amended by the mutual written agreement of the Parties.
- 7.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitutes one and the same instrument.
- 7.9 **Recitals.** The recitals to this Agreement are incorporated herein.

*(signature page follow)*

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF PLANO, TEXAS**

\_\_\_\_\_  
Mark D. Israelson, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims, City Attorney

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF RICHARDSON, TEXAS**

\_\_\_\_\_  
Don Magner, City Manager

**APPROVED AS TO FORM:**

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

**EXECUTED** on this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY OF MCKINNEY, TEXAS**

\_\_\_\_\_  
Paul Grimes, City Manager

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark S. Houser, City Attorney