



**COMMISSIONERS COURT  
COMMUNICATION**

COURT ORDER NUMBER \_\_\_\_\_

PAGE 1 OF 8

DATE: 12/3/2024

**SUBJECT: CONSIDERATION OF A TRAINING PROVIDER CONTRACT BETWEEN TARRANT COUNTY AND THE TEXAS COMMISSION ON LAW ENFORCEMENT FOR THE PROVISION OF LAW ENFORCEMENT RELATED TRAINING**

**\*\*\* CONSENT AGENDA \*\*\***

**COMMISSIONERS COURT ACTION REQUESTED**

It is requested that the Commissioners Court consider a Training Provider Contract between Tarrant County and the Texas Commission on Law Enforcement (TCOLE) for the provision of Law Enforcement (LE) related training for the Tarrant County Criminal District Attorney’s (CDA) Office Investigators.

**BACKGROUND**

TCOLE regulations require that every Peace Officer receive a minimum of forty (40) hours of training every two (2) years of the training cycle. This contract is the CDA’s Office request to TCOLE to continue to allow the CDA’s Office to conduct in-house TCOLE training to investigators. The CDA’s Office utilizes in-house or guest instructors and is better able to determine times and dates for investigator training and tailor the training to specific needs.

On January 7, 2020, the Commissioners Court, through Court Order #131863, approved the most recent Training Providers Contract with TCOLE for LE investigator related training with an expiration date of December 31, 2024.

On September 4, 2024, the Commissioners Court, through Court Order #143772, approved the Contractual Training Renewal Application with TCOLE for LE investigator related training.

This Training Provider Contract results from TCOLE's approval of the application for LE investigator training. The CDA’s Office is required to sign a new Training Provider Contract with TCOLE every five (5) years.

With approval, the CDA’s Office will continue to provide accredited LE related courses to its investigators. This contract will expire on December 31, 2029, unless otherwise cancelled, suspended or terminated earlier.

The Criminal District Attorney’s Office has approved this Contract.

**FISCAL IMPACT**

There is no fiscal impact associated with this request.

SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

# TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT

## I. AUTHORITY AND APPLICABLE STANDARDS.

1. The Texas Commission on Law Enforcement (Commission) and **Tarrant County Criminal District Attorney's Office (439140)** (Contract Training Provider) enter into this contract by the Commission's approval of Training Provider's application under Texas Occupations Code Chapter 1701 and 37 Texas Administrative Code Chapters 211-29.

2. All requirements and standards of Texas Occupations Code Chapter 1701, 37 Texas Administrative Code Chapters 211-29, and any other applicable law are incorporated into this contract by reference. As such, this contract's lack of expressly mentioning a specific provision or requirement does not waive the requirement or otherwise excuse Training Provider's noncompliance.

3. By the signatures below, the designated individuals have full authority to enter into this agreement for their respective party.

4. The Commission's Executive Director or Designee has the authority to execute the provisions incorporated into this contract.

## II. REQUIREMENTS AND OBLIGATIONS.

5. The Training Provider desires to provide law enforcement related training courses to licensees and for these licensees to receive credit for such training from the Commission.

6. In consideration of the Training Provider's promise to comply with all requirements incorporated into this contract, mutual covenants, agreements, and benefits to both parties the Commission and Training Provider agree to the following provisions of this contract.

7. Training Provider represents it is in compliance with applicable provisions of the Americans with Disabilities Act of 1990 and the regulations promulgated by the Equal Employment Opportunity Commission, the United States Department of Justice and other applicable laws and regulations.

8. Training Provider represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract. Thus, these requirements include:

- (a) Training Provider shall appoint and maintain the appointment of an Advisory Board (Board) for the duration of this contract;
- (b) Training Provider shall appoint a qualified training coordinator meeting all Commission requirements;

## TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT

- (c) Training Provider shall not conduct any basic licensing course as defined by Commission rules. Sheriffs' Offices with an active contract may conduct a Basic County Corrections licensing course with the consent of the Commission;
- (d) Training Provider shall not conduct any Distance Education unless an approved Distance Education Addendum is executed.
- (e) Training Provider shall conduct all classroom instruction in accordance with the Commission's minimum enrollment and training standards;
- (f) Training Provider shall follow Commission instructor guides, when available, and retains the ability to enhance these instructor guides.
- (g) Training Provider shall, on the basis of training needs identified in the application, develop instructor lesson plans containing learning objectives and student evaluations for each course. The courses provided shall be in accordance with the original application or addendums;
- (h) Training Provider shall submit a report of training for each course conducted. Courses shall be submitted electronically through TCLEDDS. The Training Provider will not submit reports of credit hours for annual weapons proficiency or similar recertification by test only;
- (i) Training Provider agrees not to represent itself as a Law Enforcement Academy, as defined by statute and Commission rules and guidelines or use the term "Academy" in the providers name; and
- (j) Training Provider shall submit to the Commission on a form approved by the Commission within thirty days of: any change in the chief administrator or training coordinator; any failure to meet commission rules and standards by the academy, training coordinator, instructors, or advisory board; when non-compliance with federal or state requirements is discovered; or any change in name, physical location, mailing address, electronic mail address, or telephone number; any change in the department dean or Southern Association of Colleges & Schools (SACS) or Texas Higher Education Coordinating Board (THECB) status for academic alternative training providers.
- (k) Training Provider shall send a representative to the Annual TCOLE Training Coordinators' Conference.

# TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT

## III. CANCELLATION, SUSPENSION, AND TERMINATION.

9. The Commission may immediately suspend operation of a contract for a Training Provider's noncompliance with the terms of the contract or any Commission rule or law. Operation of the contract may be suspended for a period of time, including a period pending outcome of an investigation or until remedial compliance with applicable standards has been met. The suspension is considered effective when the Training Coordinator is notified in writing.

10. The Commission may cancel a contract issued in error or based on false or incorrect information.

11. Either party may terminate this contract upon ten days written notice. The Commission may also terminate this contract if:

- (a) The training coordinator intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to the commission;
- (b) Training Provider has not met the needs of the communities or agencies it serves;
- (c) Training Provider fails to comply with any term of a contract or violation of a commission rule or law, including when a provider has been classified as at risk under this chapter for a twelve-month period without complying with commission rules;
- (d) Training Provider has failed to conduct training within a calendar year without a waiver from the commission; or
- (e) If applicable, Training Provider has lost accreditation, including SACS or THECB approval.

## IV. EXPIRATION AND RENEWAL.

12. This contract will expire on **December 31, 2029**, unless otherwise cancelled, suspended or terminated earlier.

13. To be considered for renewal, the Training Provider shall submit to the Commission a contract renewal application that meets the timeline set forth by the Commission rules. The Commission may renew this contract for any term deemed appropriate and dependent upon an evaluation which includes an assessment of the provider's compliance with: commission standards; terms of the contract; program performance; and needs of the community or agencies it services.

## **TEXAS COMMISSION ON LAW ENFORCEMENT TRAINING PROVIDER CONTRACT**

### **V. OTHER CONTRACT CLAIMS.**

**14.** If applicable, Training Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any claim for breach of contract made by the Training Provider:

- (a) Training Provider's claims for breach of this Contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Government Code. To initiate the process, the Training Provider shall submit written notice, as required by subchapter B, to the Executive
- (b) Director of the Commission. Said notice shall specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall also be given to all other representatives of the Training Provider and the Commission otherwise entitled to notice under the parties' Contract. Compliance by the Training Provider with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Government Code.
- (c) The contested case process provided in Chapter 2260, subchapter C, of the Government Code is Training Provider's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by the Commission if the parties are unable to resolve their disputes under Section A.
- (d) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by the Commission nor any other conduct of any representative of the Commission relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- (e) The submission, processing and resolution of the Training Provider's claim is governed by the published rules adopted by the Office of the Attorney General pursuant to Chapter 2260, as currently effective.

### **VI. INDEMNITY.**

**15.** To the extent authorized by the Texas Constitution and state law, the Training Provider agrees to indemnify and save harmless the Commission, its Commissioners, Executive Director, and employees from and against any and all claims, demands, actions, and suits; including but not limited to any liability for damages by reason or arising out of any and all

**TEXAS COMMISSION ON LAW ENFORCEMENT  
TRAINING PROVIDER CONTRACT**

contents contained in the courses or the locations at which the courses are conducted pursuant to this contract, or arising out of or involving any negligence on the part of the Training Provider, its chief administrator, training coordinator or its agents, employees or appointees.

**TEXAS COMMISSION ON LAW ENFORCEMENT**

**TARRANT COUNTY CRIMINAL  
DISTRICT ATTORNEY'S OFFICE**


By:   
Cullen Grissom  
Designee

By:   
Phil Sorrells  
Chief Administrator

Date: October 7, 2024

Date: 11/7/24

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.



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SUBMITTED BY	Criminal District Attorney	PREPARED BY:	Polly Maxwell
		APPROVED BY:	Mark Kratovil

33 CO# 144364

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**TEXAS COMMISSION ON LAW ENFORCEMENT  
TRAINING PROVIDER CONTRACT**

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**TEXAS COMMISSION ON LAW ENFORCEMENT  
TRAINING PROVIDER CONTRACT**

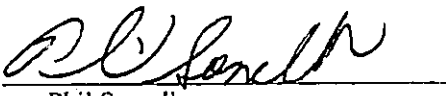
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**TEXAS COMMISSION ON LAW ENFORCEMENT**

By:   
Cullen Grissom  
Designee

Date: October 7, 2024

**TARRANT COUNTY CRIMINAL  
DISTRICT ATTORNEY'S OFFICE**

By:   
Phil Sorrells  
Chief Administrator

Date: 11/7/24

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Criminal District Attorney's Office\*

\*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Consideration of a Training Provider Contract between Tarrant County and the Texas  
Commission on Law Enforcement for the Provision of Law Enforcement Related Training

**SIGNED AND EXECUTED** this 3 day of December, 2024.

**COUNTY OF TARRANT  
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare  
County Judge  
12/6/2024