

LAW ENFORCEMENT MANAGEMENT INSTITUTE

PROCESS OF DEVELOPING AND OPERATING A
MULTI-JURISDICTIONAL TRAINING FACILITY

A LEARNING CONTRACT
SUBMITTED IN PARTIAL FULFILLMENT
OF THE REQUIREMENTS FOR
MODULE II

BY
DON/MARTIN

GARLAND POLICE DEPARTMENT

GARLAND, TEXAS

JUNE 1990

#137

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PREFACE

The objective of this paper is to discuss a multi-jurisdictional training facility and how it can alleviate concerns in training Texas police officers. The process discussed will explain how three cities, Garland, Plano, and Richardson have identified a multi-jurisdictional training facility as an economical approach to training without sacrificing their training standards.

The three cities training capabilities, or the lack there of are not uncommon to other cities that must deal with state standards, social change and the ability to finance these changes. The cities have chosen the concept of sharing a facility that will provide for the officer of today and tomorrow. The ability to achieve this and maintain individuality as a police agency provides a unique training opportunity.

The complexities one encounters in achieving a joint agreement are outlined in the operating agreement (see appendix). The administrators of Garland, Plano, and Richardson have recognized the need to enhance their training abilities, have committed time, over five years of developing this project and are about to see the benefits from such a project.

INTRODUCTION

Since the early 1970's, the training practices and curriculum of both basic and in-service training for Texas police officers has been common to all police agencies. Demands from several forces such as Texas Commission Law Enforcement Officer Standards and Education (TCLEOSE), the public, and economics have changed the way agencies approach their training methods to accommodate these demands. TCLEOSE standards are set by the state and must be maintained. Public demand comes from the constituents that the police serve. Probably the biggest challenge facing agencies is the economic issue.

In general, the Texas economy has suffered over the past ten years. With increased training standards necessitated by our changing society, police agencies must plan for now and the future. This will ensure provision for adequate training. A second consideration is liability. Police agencies must show that they are providing proper training for officers. Should training ever become an issue in litigation, the lack of documented training has proven costly in some jurisdictions. Providing adequate up-to-date training for police officers should resolve any question in the event of a lawsuit. The objective of this paper will describe how three cities, Garland, Plano and Richardson, have identified a unique concept to improve the quality of training and address the liability issue.

PRESENT TRAINING PRACTICES

The Police Departments of Garland, Plano, and Richardson have been dependent upon the Council of Governments Regional Police Academy, Department of Public Safety, and other off-city locations for basic training as well as in-service training. This was necessitated because each department, due to staffing requirements, could not provide the number of personnel to effectively conduct a training session. Also, depending upon the subject matter, each department may need only a few officers trained or retrained.

Garland, Plano, and Richardson have physical proximity, similar socio-economic environments, training, and law enforcement. During 1982, the administrators of the three departments, established the tri-city concept for in-service training. The training coordinators develop a training calendar each year that would identify in-service training, establish location, dates, and instructors. Each month a city held training and the other cities could send officers. It has been fully functional as a cost efficient program for all three departments. This concept meets the requirements as stated in Chapter 415 of the Government Code, V.A.C.S.¹ in regards to training.

The Police Departments of Plano and Richardson do not conduct their Basic Recruit Training as the City of Garland does. They, Plano and Richardson, use the Regional Police Academy at COG for Basic Recruit Training; however, the COG recruit training does not meet all their needs.

Follow-up discussions between the three departments led to the conceptualization of a multi-jurisdictional training facility herein known as a Tri-City Academy.

The cities of Plano and Richardson, have their basic training certificates and they send their recruits to a regional training academy. This can be attributed to several factors; lack of resources such as classroom space, instructors, and historically they have only hired a few officers a year. Providing a basic academy for so few would be cost prohibitive, making the regional academy an ideal vehicle to meet this need. One setback to this is, once the recruit has completed the regional academy, he attends a four week mini-academy on policy and procedures within the department, learning how the city prescribes enforcement of state and local laws. This could be incorporated into a basic academy. The City of Garland, providing its own academy, has eliminated this problem. They are limited to classroom space, and must use the City of Plano's firing range. Another limitation is that they must use parking lots when available for driving schools. Garland recognizes the need to have up-to-date, modern facilities to provide the training they desire and will need in the future.

Plano and Richardson have identified certain areas of concern associated with using the Regional Academy. Those are providing basic instruction in penal code, code of procedure, the inability to address local application or enforcement philosophy, total driving time (3 hours) to and from the academy, to name a few. Having recognized these concerns and a desiring to have a greater control over basic training of their officers on a local level, and the expected growth of all three cities, the Tri-City Academy was developed.

ALTERNATIVES TO TRAINING CONCERNS

The Tri-City Academy, as defined by these three departments, would be a facility that would be centrally located and large enough with room for expansion to provide training for present and future needs. With the growth rate of the three cities being projected at thirty percent in the next eight years, the police departments will have to grow substantially to keep pace, and training requirements will become more demanding as reported by the Police Facilities Subcommittee.²

At present, TCLEOSE sets minimum requirements for basic training (400 hours) and forty hours in a twenty-four month period for in-service training. The stated departments provide six hundred hours for basic and forty hours of in-service training per year for each officer. By 1995, the training needs will increase to between 22,000 and 30,000 manhours in basic training with approximately 10,000 hours of in-service training per department. Basic training may well be needed for between thirty and forty officers per city per year.³ By exceeding the minimum training standards as a means to expose their officers to as much training as possible, without compromising this objective, the ability to do so for these three cities requires a larger facility.

Recognizing these training requirements and expected city growth, with little or no room available in their police departments, the police administrators agreed that a larger facility was needed and have designed such a facility. The design of such a facility will cost over two million dollars. Funding such a facility on an individual basis is not workable to any one of the cities. The three had several alternatives to consider in deciding their future.

1. Continue to train under present conditions
2. Build a facility on their own, which may not have all they need and be years away from reality
3. Build a joint facility, shared by all three.

The three opted to join resources and develop the facility that would satisfy their needs at a reduced cost. Next they would have to justify the needs and costs associated with such a venture.

JUSTIFICATION OF A TRI-CITY ACADEMY

The deciding factor in developing a Tri-City Academy was economics. Each city would desire such a facility on their own, however, reality in today's economy prevents them from doing so. This concept began in 1984, and groundbreaking did not occur until 1990. The process of having three departments agree on design, costs, location, and operation, without reducing their standards for training, is a lengthy task. The overall cost is \$2,325,000 to build. When shared by the three cities comes close to \$800,000 to be paid out over twenty years. A much more attainable cost when comparing what one receives from their investment.

The proposed Tri-City Academy is of a unique design. Each department has their own basic training certification, and desire to maintain them. The plan is to combine resources, build the facility, and conduct basic training, in-service training, as well as provide training space for support groups such as communications, and detention personnel. Each department will have designated classrooms to conduct training for three academies simultaneously. Some classes may be combined, thus easing the scheduling of instructors, or classrooms, but for the most part, each department will hold training for their own officers. The three cities already work well together, providing in-service training for officers, thus establishing a network of instructors and training curriculum. With Garland having experience in conducting basic training, they can assist the other two as they prepare for their initial recruit class.

In developing the concept of a Tri-City Academy shared by three cities, and agreeing on financing such a project, the final obstacle would be the operation of the

facility. The budget, responsibility of those involved, staffing, and ensuring training guidelines set by TCLEOSE are maintained, should be well defined so if any problem arises, it should clearly state who the problem is directed to. To ensure this, an inter-local agreement as following guidelines of the Inter-Local Cooperation Act⁴ would identify and require any criteria and roles to be fulfilled by those involved.

Inter-Local contracting has been around since the early 1970's and many cities have taken advantage of this concept to achieve a service they couldn't provide on their own, or at a reduced cost. The Cities of Garland, Plano and Richardson have developed a police operating agreement that identifies the purpose for the contract and the role of those involved (see appendix). The contract has an amendment clause requiring all three to agree to any change to the contract to prevent any one city from controlling the facility or policy of the Tri-City Academy. In addition, a time frame clause is included should any one city desire to exit the agreement and still be able to recover their investment on a pro-rata basis.

This operating agreement describes the reason (desire to develop a police academy), for utilizing a contract and follows through with sixteen points identifying roles and their functions. Training regulations as required by TCLEOSE will not be affected by this agreement. The only significant changes to existing training procedures are that Plano and Richardson will soon be able to have their own basic academy tailored to fit their needs at a closer location than the Regional Academy. Garland will move their academy, freeing up space for expansion, and enhancing their training abilities this is needed for the officer of today and the future.

In discussions with representatives from each of the three cities about the Tri-City Academy and how it will effect their training, all three had similar views as to the positive direction the concept may lead to fulfilling future needs. Trina Wacasey⁵, the Training Coordinator of the Richardson Police Department, views the Tri-City Academy as an opportunity to not only have their own basic academy, eliminating the four week mini-academy, but also to increase training space, enhance curriculum, and create a pool of instructors from other departments. Mrs. Wacasey states that other police agencies have inquired about the Tri-City Academy, as Richardson enters into a new era of training.

Probably the most knowledgeable person of the Tri-City Academy is Bill Beasley⁶, the Administrative Assistant to the Plano Police Department, as well as the project manager of the Tri-City Academy. Mr. Beasley, working on this project since the inception, explains that this concept is unique by design, a catalyst in the area of training. Mr. Beasley states this project would be difficult for any of the three cities financially to pursue on their own. He appreciates the abilities of three cities in developing such a concept and making it a reality.

A final interview was conducted with Leslie Kuerbitz⁷, the Training Coordinator for the Garland Police Department. Mrs. Kuerbitz welcomes the opportunity to enhance training with state of the art equipment, and facilities that will enable police officers to receive the training they need. Mrs. Kuerbitz, along with the others interviewed, is concerned with the fear of the unknown on the organization and acceptance of the Tri-City Academy. Hopefully, this will be addressed through the initial contract and continued support of the administrators with each police department.

The representatives identified recognize the need for such a facility to provide the level of training that police officers of each city need. Through their collective efforts, the success of the Tri-City Academy should be assured. A common goal cited by the three is the opportunity for more officer interaction between the three cities. The boundaries of the three cities joining each other will enhance the opportunity to develop personal and working relationships among the officers through the Tri-City approach.

RECOMMENDATIONS

Reviewing research data about the Tri-City Academy and having discussions with personnel who are either directly involved or affected by this facility, it is the author's opinion that other areas may warrant future consideration to promote success. For agencies interested in developing or considering such an endeavor, these also may prove to be beneficial to their efforts as well.

Some problem areas that have surfaced are communication among the agencies, selection of a training committee, hiring an outside director, and annual program review. The administrators of the three police agencies should be commended for their efforts in overall futuristic planning. Once the decision was made, the communication among the personnel who will be responsible for operating the Tri-City Academy appeared to diminish. The training coordinators, academy coordinators should be made aware of contingency dates, if any, that will affect their roles. They, in turn, must converse with each other and start planning to make the program a reality in the designated time frame.

Communication seems to have been taken for granted by those officers in charge of the project. They should keep all officers abreast of developments. Continuous information needs to be free flowing when new programs such as the Tri-City Academy are being developed. Uninformed perceptions will arise and may make it difficult in selling the program to those using the facility. As discovered in discussion with personnel from the three agencies, many are not aware of the increased benefits they will receive, or how the operation is to be handled. It would be wise to promote

the program to inform those using the facility, making the transition a smoother process. This is not a technique for approval of the program, but to inform the employees that their training needs are being handled in this manner. In addition, other employees may have viable suggestions that have yet to be considered. Two way communication in one organization, let alone three, is a difficult task, but should be maintained. The responsibility of this task, ideally, should come from the same position or department head in each police agency, allowing continuity, and eliminating confusion when information is disseminated.

As outlined in the operating agreement, a training committee of one individual from each city is appointed. From this committee a chairman will be elected. The chairman will rotate biennially among the three. The chairman's responsibility will be day-to-day supervision of the academy. The chairman will report to the board of manager, which are the chiefs of each police department. If this role is not a time consuming job, this approach should work well. Concerns here would be who are the committee members? If they are the training coordinators or basic training coordinators, and selected to the training committee and assume the roll of chairman would appear to be a bit too much for one person. To assume a potential major function such as a chairman, would necessitate an increase in staff to each of the agencies to maintain present training requirements. This would relieve some of the tasks they presently perform. Ideally these would be the personnel to serve on this committee, with their experience in training, however, increased staffing in training should be considered. With the potential growth rate of each city and increased training hours, the need for increased staffing may be justified. The training committee

should be picked at least one year prior to completion of the facility. This would allow them to meet, and discuss the direction they are asked to provide for the facility and future needs.

The training committee with a chairman chosen from within, reports problems or needs to the board of managers may prove effective, however, if problems exist, the possibility of hiring an outside director should be considered. The advantage of an outside director is the arbitrary status he/she would remain neutral in deciding issues. While it is understandable to have a trial and approach by staffing this position with existing personnel, the possibility of an outside director should be reviewed.

As with any organization an annual audit or review is recommended. This agreement includes a fiscal audit, but a program audit to consider training curriculum, and if possible review the product (officers produced) seems in order. Are we achieving the most for our investment? A comparison study between the training before the Tri-City Academy and after would seem a valuable addition. This could be useful in identifying how well officers are trained and may determine a change in training practices.

CONCLUSION

As with any major endeavor, with little or no example to compare or refer to, problems will develop. That is to be expected. The ability to overcome such resistance will determine the success of the Tri-City Academy and whether it is the answer to Garland, Plano, and Richardson training needs. Their training needs are not uncommon to other police agencies of their size, and if not considered, may become a focal point in litigation through liability lawsuits.

Through financial cooperation between the three, a complete training facility allowing the agencies to maintain their individuality will become a reality. The administrators of these three police agencies have initiated the thought process and through planning together envision a facility that is financially affordable, enhances training capabilities and gives greater control over training for the officer of today and tomorrow.

This may prove to be a useful approach to be considered by other agencies as they address their training concerns. At least, it will provide an example for others to review and cite as an alternative to consider.

ENDNOTES

1. Unknown's Texas Statues, Government Code, Chapter 415, 1987.
2. Police Facility Subcommittee, March 26, 1984, Plano, Texas.
3. Ibid.
4. Vernon's Annotated Civil Statues Article 4413(32C) The Inter-Local Cooperation Act of 1971.
5. Mrs. Trina Wacasey, Training Coordinator, interviewed by author, Richardson, Texas, 22 May 1990.
6. Mr. Bill Beasley, Administrative Assistant, interviewed by author, Plano, Texas, 22 May 1990.
7. Mrs. Leslie Kuerbitz, Training Coordinator, interviewed by author, Garland, Texas, 23 May 1990.

BIBLIOGRAPHY

Beasley, Bill, Administrative Assistant, Plano Police Department.
Interview by author, 22 May 1990, Plano, Texas.

Kuerbitz, Leslie, Training Coordinator, Garland Police Department.
Interview by author, 23 May 1990, Garland, Texas.

Subcommittee, Police Facilities, 26 March 1984, Plano, Texas.

Vernon's Annotated Civil Statutes Article 4413(32C) The Inter-Local Cooperation Act

Vernon's Texas Statutes, Government Code, Chapter 415, 1987

Wacasey, Trina, Training Coordinator, Richardson Police Department.
Interviewed by author, 22 May 1990, Richardson, Texas.

APPENDIX

**An Operating Agreement
For The Purpose of a Multi-Jurisdictional
Training Facility**

STATE OF TEXAS

COUNTY OF COLLIN

POLICE ACADEMY OPERATING AGREEMENT

COUNTY OF DALLAS

THIS AGREEMENT, entered into by and between the CITY OF PLANO, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager pursuant to Resolution No. _____, passed and approved _____, 19____, (hereinafter referred to as "Plano"); the CITY OF RICHARDSON, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager, pursuant to Resolution No. _____, passed and approved, _____, 19____, (hereinafter referred to as "Richardson"), and the CITY OF GARLAND, a Texas home-rule municipal corporation, acting herein through its duly-authorized City Manager, pursuant to Resolution No. _____, passed and approved, _____, 19____, (hereinafter referred to as "Garland"),

WITNESSETH:

WHEREAS, Plano currently owns real property within its corporate limits on F.M. 544, being the present location of the Plano Warehouse and pistol range facilities and designated by Plano as the location of a proposed police training facility ("Police Academy"); and

WHEREAS, Plano, Richardson, and Garland are of the opinion that it is necessary and desirable to develop a Police Academy to be used as a joint training facility and in conjunction therewith to construct necessary improvements to the currently existing pistol range; and

WHEREAS, Plano, Richardson, and Garland further consider it necessary and desirable to enter into an agreement to provide terms and conditions under which certain capital improvements shall be constructed on the Police Academy site, and to provide for operation and maintenance of the Police Academy during the term of this Operating Agreement;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF PERFORMANCE OF THE MUTUAL COVENANTS, OBLIGATIONS AND UNDERTAKINGS BY EACH OF THE RESPECTIVE PARTIES TO THIS AGREEMENT, PLANO, RICHARDSON AND GARLAND HEREBY AGREE AS FOLLOWS:

1. Purpose. The purpose of this Operating Agreement by and between the cities of Plano, Richardson and Garland is to provide for the construction and use of the Police Academy. Further, this Operating Agreement provides the methods in which certain capital improvements shall be constructed on the site; operation, maintenance and management of the Police Academy during the term of this Operating Agreement; and for reimbursement of certain costs upon termination of this Operating Agreement.
2. Board of Managers. The Police Chiefs of Plano, Richardson and Garland shall comprise the Board of Managers of the Police Academy. This Board of Managers shall have the duty of development, planning, maintenance, operation and general management of the Police Academy facility.
3. Operating Procedures and Policies. The Board of Managers shall be responsible for developing, implementing and enforcing a set of procedures and policies governing operations at the Police Academy.
4. Training Committee. The Chiefs of Plano, Richardson and Garland shall each appoint a representative from their respective department to the Training Committee of the Police Academy.

Police Academy Operating Agreement

The Chair of the Training Committee shall rotate among the members of the Committee biennially. The Chairman of the Training Committee, or his designated representative, shall be responsible for the day-to-day supervision and operation of the Police Academy facility shall be the responsibility of the City of Plano's representative.

5. Usage of Facilities. The Police Academy shall be used during the term of this Operating Agreement only by Plano, Richardson and Garland, except with the prior written unanimous consent of the Board of Managers, thereby indicating approval of an additional party to use the facility on a temporary basis. Additional parties utilizing the facility shall pay all costs associated with such use as established by the Board of Managers, and shall in writing indemnify and hold Plano, Richardson and Garland 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 caused bodily injury, death or property damages occurring at the Police Academy, or travel to and from.
6. Maintenance and Operating Fund. Beginning with fiscal year 1990/91 for each city, there shall be established by the Board of Managers a Maintenance and Operating Fund (the "Fund") for the purpose of meeting all financial obligations relating to operation of the Police Academy for such year. This Fund shall be maintained and administered by Plano using generally accepted accounting and financial standards and practices.
7. Operating Budget. Prior to February 15, 1991, and prior to February 15 of every year thereafter during the term of this Operating Agreement, Plano shall cause to be prepared and submitted to Richardson and Garland for their approval a proposed operating budget for the ensuing year. This operating budget shall include all expenses estimated to be incurred in operating the Police Academy for such year. Personnel costs, if any, included in said budget, shall include only costs directly attributable to supervision, operation, and maintenance of the facility.

The individual share of the operating budget of Plano, Richardson and Garland shall be determined on a percentage basis by use of a fraction, the numerator of which shall be the total number of personnel in the city's police department and the denominator of which is the total number of personnel in the participating police departments. For purposes of this Operating Agreement these numbers shall be the number of budgeted full-time authorized personnel as of January 1 of each year.

Within five (5) working days after the start of the first operating year, Plano, Richardson and Garland shall render their respective shares to the Fund. Plano shall account, manage, invest, and otherwise treat the Fund as if it were a Fund of the City of Plano, but shall segregate all transactions in order to provide for an auditable trail of all transactions.

For all subsequent fiscal years following the first operating year, within five (5) working days of October 1 of the next fiscal year, Plano, Richardson and Garland shall render one-half (1/2) of their respective shares to the fund. Plano shall prepare an analysis of the performance of the Fund for the prior fiscal year and provide Richardson and Garland with a copy of said analysis. Within five (5) working days following April 1 of each fiscal year, Plano, Richardson and Garland shall render the remaining one-half (1/2) of their respective shares, adjusted by any surplus or deficit which may have accrued from the prior fiscal period.

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8. Capital Development Funds. Based upon the Police Academy Construction Agreement executed simultaneous to this Operating Agreement, Plano shall provided up to the sum of TWO MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,325,000.00) for design and construction of buildings and other facilities to be used for classroom, demonstration, and training purposes at the Police Academy. Plano shall select an architect to design these improvements, and shall be responsible for the overall development of the plans and specifications for the improvements. Prior to advertising for bids for construction of the improvements, Richardson and Garland shall have the opportunity to approve the plans and specifications.

Should the costs for construction of the buildings and other facilities agreed to by Plano, Richardson and Garland exceed the funds available through the Construction Agreement, Richardson and Garland will contribute to retiring the deficit through increased payments to be made under this Operating Agreement, said deficit to be shared on a one-third (1/3) basis, as established in the Construction Agreement. Should the deficit be less than \$75,000 Richardson and Garland shall reimburse Plano their entire respective responsibility by no later than the next Operating Agreement payment date (either October 1 or April 1). Should the deficit exceed \$75,000 Richardson and Garland shall reimburse Plano no less than \$25,000 and no more than one-half (1/2) of their respective responsibility by no later than the next Operating Agreement payment date, and the balance at the next subsequent payment date. Any outstanding balance due for construction deficits shall bear interest at the average interest cost of the Series 1990 General Obligation Bonds, from the date of acceptance of the facility to the date of payment.

Should the costs for construction of the buildings and other facilities agreed to by Plano, Richardson and Garland be less than the funds available through the Construction Agreement, Plano shall credit the respective share to the first payment due under the Construction Agreement, and any subsequent payments until such surplus is liquidated.

9. Capital Improvements Budget. Plano shall also prepare and submit to Richardson and Garland a Capital Improvements Budget for the Police Academy prior to February 15, 1991, and prior to February 15 of each year thereafter. This Capital Improvements Budget shall be prepared and submitted only if capital improvements are anticipated to be made to the Police Academy during the ensuing year.

Capital Improvements to be constructed on the Police Academy site in addition to those set out in paragraph 8 above shall be constructed only in accordance with the Capital Improvements Budget. Any and all projects planned shall be approved by each city council before construction may commence or before a contract may be let.

The basis for determining the proportion of expenses to be borne by each city in constructing capital improvements other than the initial one provided for herein shall be the same as for determining the proportion of general operating expenses.

10. Hold Harmless and Indemnification. Each city shall accept responsibility for, and shall hold the other cities harmless from, any claim, cause of action or responsibility, any 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 damages occurring

Police Academy Operating Agreement

11. Overtime. Overtime costs at the Police Academy which are the direct result of unilateral action by either Plano, Richardson or Garland shall be borne wholly by the city causing the overtime.
12. Duration of Operating Agreement. This Operating Agreement shall be for a term of ten (10) years from the effective date hereof, and may be renewed in writing by the parties hereto for three (3) additional five (5) year periods. However, Plano, Richardson or Garland may withdraw from the Operating Agreement upon the giving of notice in writing to the others twelve (12) months prior to the date of withdrawal. The city withdrawing shall no longer be bound by any of the provisions herein after the date of withdrawal. However, withdrawal by any city shall not terminate or waive any obligations undertaken by that city prior to the date of withdrawal.

Upon withdrawal from this Operating Agreement by any city, it is understood that Plano shall continue to own the real property (land) upon which the Police Academy is located. Further, all improvements, either capital or otherwise, made to the Police Academy during the term of this Operating Agreement shall become the property of Plano. All capital improvements constructed as a result of or during this Operating Agreement shall be appraised to determine their current market value. The City of Plano shall reimburse the withdrawing city that percentage of the current market value of all capital improvements which its original contribution bore to their original cost thereby assuming ownership of the withdrawing city's proportionate share of ownership of the facility, less the present value of any amounts due under the Construction Agreement. The percentage of ownership of shares in the facility shall have no bearing on the authority of members of the Board of Managers or the Training Committee.

13. Amendment and Assignment. This Operating Agreement may not be amended except in writing by the parties hereto and may not be assigned. The parties hereto each hereby bind themselves, their successors, designees, and legal representatives with respect to the terms, conditions, and obligations of this Operating Agreement.
14. Notices. All notices and correspondence shall be mailed or delivered to Plano, Richardson and Garland as follows:

Plano: Chief of Police
909 14th Street
P. O. Box 860358
Plano, Texas 75086-0358

Richardson: Chief of Police
411 W. Arapaho Road
P. O. Box 831078
Richardson, Texas 75083-1078

Garland: Chief of Police
200 N. 5th
P. O. Box 469002
Garland, Texas 75046-9002

15. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Operating Agreement and Collin County shall be the exclusive venue for the bringing of any action to enforce the terms and conditions of this Operating Agreement.

Police Academy Operating Agreement

16. Annual Audit. Plano agrees to make all accounting records, transactions, and reports related to the Fund available for inspection by an authorized representative of either Richardson or Garland during normal business hours. Plano further agrees to include all transactions relating to the fund and other matters regarding the Fund in all financial disclosures, statements, and reports prepared for, or by, the City of Plano and its internal or external auditors, and agrees to make copies of these reports available to Richardson and Garland upon request.
17. Effective Date. The effective date of this Operating Agreement shall be the last date of any signatory hereto.

IN WITNESS WHEREOF the parties have made and executed this Operating Agreement on the day and year set opposite their signatures.

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck, CITY MANAGER

ATTEST:

Jackie Blakely, CITY SECRETARY

APPROVED AS TO FORM:

Gary F. Chatham, CITY ATTORNEY

CITY OF RICHARDSON, TEXAS

DATE: _____

BY: _____
Bob Hughey, CITY MANAGER

ATTEST:

Virginia Gruben, CITY SECRETARY

APPROVED AS TO FORM:

H. Louis Nichols, CITY ATTORNEY

Police Academy Operating Agreement

CITY OF GARLAND, TEXAS

DATE: _____

BY: _____
James Spore, CITY MANAGER

ATTEST:

Velma Drury, CITY SECRETARY

APPROVED AS TO FORM:

Charles Hinton, CITY ATTORNEY