

Capital Area Council of Governments Cooperative Working Agreement

Sec. 1. Parties and Purpose

1.1. The Capital Area Council of Governments (CAPCOG) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code. The Capital Area Council of Governments' Regional Law Enforcement Academy (RLEA) provides and sponsors basic peace officer training and in-service training for local law enforcement agencies of State Planning Region 12.

1.2. The **Williamson County** (Agency) has a local law enforcement agency within State Planning Region 12.

Sec. 2. Agreement & Duties of the Parties

2.2. This is to certify that the objectives of the grant application submitted by the Capital Area Council of Governments Regional Law Enforcement Academy to the Criminal Justice Division of the Office of the Governor have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the objectives described in this application.

2.3. In addition, the Agency certifies that it is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

2.4. The Agency has agreed to work in collaboration with the Capital Area Council of Governments RLEA to meet the grant application objectives of providing regional law enforcement in-service training needs by offering meeting space in a specific location/jurisdiction, qualified instructors when available, and use of shooting range and driving track as scheduled in advance and at the convenience of the Agency.

2.5 Only in-kind contributions are anticipated as consideration for this cooperative agreement; however, should any Party pay a direct expense for the performance of governmental functions or services provided to carry out this agreement it must make those payments, if any, from current revenues available to that Party. See Texas Government Code § 791.011(d)(3). The consideration as contemplated, described and provided by this section fairly compensates the Parties for the duties performed hereunder.

Sec. 3 Term

3.1 This agreement is for a term of two (2) years from the date of execution but may be terminated by either party at any time upon written notice delivered to the non-terminating party.

Sec. 4 Miscellaneous

4.1 Authority and Capacity. Each Party representative executing this agreement represents and warrants that this agreement was approved by the governing body at a meeting held in compliance with the Texas Open Meetings Act and any other law or regulation applicable to the meeting; that the governing body approved this agreement as required by law; and, that the Party representative has the authority to bind the governing body to this agreement by executing the agreement on its behalf.

4.2 Sovereign Immunity. Any provision of the Agreement that seeks to waive the immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the Agreement.

4.3 Independence. The parties covenant and agree that each shall perform under this agreement independently and not as an officer, agent, servant or employee of each other; that each shall have exclusive control of and exclusive right to control over the their respective duties pursuant to this agreement, including all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between either Party, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between the Parties. The Parties hereto understand and agree that CAPCOG shall not be liable for any claims which may be asserted by any third party occurring in connection with the performance of the training and education conducted by the Local Government in the performance of this Agreement and that the Local Governments have no authority to bind each other.

4.4 Duty to Defend & Designation as Additional Insured. Agency agrees to hold a DUTY TO DEFEND CAPCOG and the elected officials, employees, officers, directors, volunteers and representatives, individually, officially and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly on the negligence of, fault of, or breach of contract by CAPCOG, its agents, its employees, officials or representatives and shall name CAPCOG and those representatives listed above as additional insured under the Agency's general liability insurance policy or membership agreement in any governmental risk pool or other similar entity with a duty to provide a defense, and which is provided by policy or membership agreement so that CAPCOG may seek coverage upon demand by CAPCOG in the event of a covered claim.

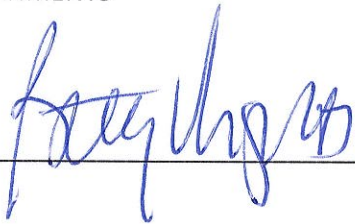
The signatures contained below indicate that the Agency has agreed to work in collaboration with the Capital Area Council of Governments RLEA to meet the grant application objectives of providing regional law enforcement in-service training needs by offering meeting space in a specific location/jurisdiction, qualified instructors when available, and use of shooting range and driving track as scheduled in advance and at the convenience of the Agency.

Project Title: REGIONAL LAW ENFORCEMENT ACADEMY

CAPITAL AREA COUNCIL OF
GOVERNMENTS

Williamson County

By



Betty Voights
Executive Director

Date



By

Authorizing Official

Name

Date