

CAPITAL AREA COUNCIL OF GOVERNMENTS

**INTERLOCAL AGREEMENT FOR CONDUCTING A
SATELLITE BASIC PEACE OFFICER COURSE**

Section 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 Public Agency Code.
- 1.2. Williamson County, Texas ("County") is a political Subdivision of the State of Texas and is governed by the Williamson County Commissioners Court.
- 1.3. The Williamson County Sheriff's Office (sometimes referred to herein as the "Hosting Agency", or "Public Agency") is a Texas law enforcement agency within State Planning Region 12, seeking to provide the TCOLE Basic Peace Officer Certification Course for candidates. The use of the term "Local Government" in Exhibit "A" shall mean the Williamson County Sheriff's Office.
- 1.4. CAPCOG is licensed by the Texas Commission on Law Enforcement as a regional academy, authorized to conduct law enforcement training programs that meet the requirements of the Texas Commission on Law Enforcement (TCOLE) rules §215.1, §215.3, §215.7 and §215.9.
- 1.5. This Interlocal contract is entered into between CAPCOG, the County and the Public Agency pursuant to Texas Government Code chapter 791 so that a basic peace officer certification course may be offered at a location designated by the Public Agency and in accordance with the goals and objectives of the Regional Law Enforcement Academy to ensure well-trained and qualified individuals are working in law enforcement agencies and stakeholder organizations that provide criminal justice related programs in Region 12. For purposes of carrying out CAPCOG's duties and obligations under this agreement the parties understand and agree that references to CAPCOG includes its employees, officers, directors, volunteers, agents and their representatives, individually, officially, and collectively.

Section 2. Duties of the Parties

- 2.1. Pursuant to this Agreement, CAPCOG shall aid, assist and offer TCOLE licensed Regional Law Enforcement Academy education and training opportunities, to be conducted at a location designated by Public Agency, who shall conduct the training in accordance with CAPCOG Regional Law Enforcement standards and procedures amended, in the performance of this agreement. CAPCOG shall also provide registration, reporting, and testing as required.
- 2.2. Pursuant to this Agreement, Public Agency shall designate locations within its jurisdictional boundaries for training programs to be held; provide and assign a training coordinator to be available (subject to CAPCOG's consent and removal) in identifying qualified, state certified law enforcement instructors and other personnel as necessary to perform the training in accordance with CAPCOG Regional Law Enforcement standards and procedures, as amended; ensure that all

training conducted by Public Agency's instructors is in accordance with CAPCOG Regional Law Enforcement Academy Standards; allocate facilities and resources as necessary to conduct law enforcement training at designated locations as approved by CAPCOG, including a driving track and shooting range; and ensure sufficient facilities will be available for the entire term of the training.

- 2.3. CAPCOG shall, in its sole discretion, determine whether the number of registrations are sufficient to proceed with the BPOC.
- 2.4. The Parties to this agreement have no authority to act on behalf of or represent each other by entering into this agreement.
- 2.5. The Parties shall not exclude anyone from participating in any training or education opportunity provided pursuant to this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, veteran status, national origin or any other state or federally recognized protected class or basis.
- 2.6. The Public Agency represents that it is in compliance, and shall continue to comply, with all requirements incorporated into this contract.
- 2.7. CAPCOG represents that it is a licensed law enforcement academy and is in compliance with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws applicable local ordinances and TCOLE rules and regulations.

Section 3. Effective Date and Term of Agreement

- 3.1. This Agreement takes effect on the date it is signed on behalf of CAPCOG and ends, unless sooner terminated under Section 8, by June 30, 2023.

Section 4. Independence

- 4.1. CAPCOG, the County and the Public Agency are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement. 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 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 the Parties, 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 Public Agency in the performance of this Agreement, and that the Parties shall have no authority to bind each other.

Section 5. Duty to Defend and Designate as Additional Insured

- 5.1. To the extent allowed by Texas law, County 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 Local Government'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.
- 5.2. If the County or Public Agency is served with process in a suit or proceeding described in Section 5.1, the County and Public Agency agree promptly to furnish CAPCOG with a copy of all legal process upon receipt.
- 5.3. The County and Public Agency agree that its obligations under Secs. 5.1 and 5.2 apply to causes of action accruing during the term of this Agreement, and that for this purpose the obligations will survive the ending or early termination of this Agreement.

Section 6. Records and Inspections

- 6.1. The Public Agency agrees to maintain records adequate to document its performance, costs, and receipts under this Agreement. The Public Agency agrees to maintain these records at the Public Agency's offices.
- 6.2. Subject to the additional requirement of Section 6.3, the Public Agency agrees to preserve the records for four years after conclusion of the BPOC conducted under this Agreement.
- 6.3. If an audit of or information in the records is disputed or the subject of litigation, the Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this Agreement.
- 6.4. CAPCOG is entitled to inspect and copy, during normal business hours at the Public Agency's offices where they are maintained, the records maintained under this Agreement for as long as they are preserved.
- 6.5. CAPCOG is also entitled to visit the Public Agency's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this Agreement.
- 6.6. The Office of the Governor, Public Safety Office, has the same inspection, copying, and visitation rights as CAPCOG.

Section 7. Nondiscrimination and Equal Opportunity

- 7.1. CAPCOG, the County and the Public Agency shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, national origin, sex, age, disability, handicap, veteran status, national origin, sexual orientation, or gender identity.

Section 8. Termination, Cancellation and Suspension.

- 8.1. Termination is effective upon completion of any active training being conducted under this agreement; however, CAPCOG may immediately suspend this Agreement for the Public Agency's noncompliance with the terms of this agreement or any TCOLE 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 Public Agency's contact is notified in writing.
- 8.2. CAPCOG may also terminate this Agreement if the Public Agency intentionally or knowingly submits, or causes the submission of, a falsified document or a false written statement or representation to CAPCOG in the reporting or required documentation of the BPOC course; or, the Public Agency to comply with any term of a contract or violation of a TCOLE rule or law.
- 8.3. The County and Public Agency acknowledge that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the training will not be available at the time of delivery or performance.
- 8.4. CAPCOG terminates this contract for unavailability of funds by giving the County and Public Agency notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Section 9. Dispute Resolution

- 9.1. The parties desire to resolve disputes arising under this Agreement without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this section, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this section.
- 9.2. At the written request of any party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising under this Agreement. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
- 9.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of

Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

- 9.4. The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

Section 10. Notice to Parties

- 10.1. Notice to be effective under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in Section 10.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Section 10.2.
- 10.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. The Public Agency's address is: 508 S. Rock St. Georgetown, TX 78626, Attention: Sheriff Mike Gleason, Williamson County Sheriff. The County's address is: 710 Main Street, Suite 101, Georgetown, Texas, Attention: County Judge.
- 10.3. A party may change its address by providing notice of the change in accordance with Section 10.1.

Section 11. Miscellaneous

- 11.1. This Agreement is made in part under the authority conferred in Chapter 791, Texas Government Code. Each Party representative executing this contract on behalf of the County and Public Agency participating, represent and warrant 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 and that the party is legally authorized to perform the obligations undertaken.
- 11.2. This Agreement states the entire agreement of the parties. Except as otherwise expressly provided herein, this Agreement contains the entire agreement of the Parties regarding the subject matters addressed herein, and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter.
- 11.3. Each individual signing this agreement on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken. The undersigned warrants that he or she:
- A. Has actual authority to execute this agreement on behalf of the governing body identified as the County in this agreement and;
 - B. Verifies the governing body of the County, by either minute order, resolution or ordinance approved this agreement as required by Texas Government Code section 791, as amended and;

C. The sheriff signing below has actual authority to execute this agreement on behalf of the law enforcement agency identified as the Public Agency in this agreement.

- 11.4. 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.
- 11.5. This Interlocal agreement shall be construed and interpreted in accordance with the laws of the State of Texas. Venue for all disputes hereunder shall be solely in Travis County.
- 11.6. This agreement states the entire agreement of the parties and may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 11.7. This agreement is binding on and inures to the benefit of the parties' successors in interest and may not be assigned without the express written permission of CAPCOG.
- 11.8. This agreement is executed in duplicate originals.
- 11.9. Any provision of the Agreement that may be interpreted to waive the immunity from suit and/or immunity from liability of either party is void unless agreed to by specific acknowledgement of the provision within the Agreement.

Section 12. Exhibits

12.1. The following Exhibits, as amended, are a part of this Agreement:

- Exhibit A. Satellite Location BPOC Training Requirements
- Exhibit B. Basic Peace Officer Course Rules
- Exhibit C. Regional Law Enforcement Academy Standard Operating Procedure
- Exhibit D. Assigned responsibilities for Williamson County Satellite BPOC

WILLIAMSON COUNTY, TEXAS (County)

By: Bill Gravell, Jr.
Bill Gravell (Jul 19, 2022 13:48 CDT)

Bill Gravell, Jr.,
Williamson County Judge

Date: Jul 19, 2022, 2022

WILLIAMSON COUNTY SHERIFF'S OFFICE (Public Agency)

By: Mike Gleason
Mike Gleason, Sheriff

Date: July 13, 2022

CAPITAL AREA COUNCIL OF GOVERNMENTS

By: Betty Voights

Betty Voights,
Executive Director

Date: July 13, 2022