

Capital Area Council of Governments Regional Law Enforcement Academy 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 CAPCOG Regional Law Enforcement Academy (RLEA) provides and sponsors basic peace officer training and in-service training for local law enforcement agencies in State Planning Region 12 (Bastrop, Blanco, Burnet, Caldwell, Fayette, Hays, Lee, Llano, Travis, and Williamson Counties).
- 1.2. Williamson County (Agency) has a local law enforcement agency within State Planning Region 12 and provides support to CAPCOG's RLEA through use of training facilities.
- 1.3. This agreement is entered into under Chapter 791 of the Texas Government Code.

Sec. 2. Agreement and Duties of the Parties

- 2.1. Under this cooperative agreement, Agency agrees to make training facilities available to CAPCOG's RLEA located at 3901 CR 130, Hutto, TX 78634, including the shooting range and classrooms, to assist CAPCOG in carrying out required firearms courses as part of the Basic Peace Officer Course (BPOC) and limited in-service courses from time to time, pursuant to the rules identified in Attachment A. Agency also agrees to allow CAPCOG to use the facility and facilitate the use of a nearby location to conduct the required driving courses. CAPCOG anticipates needing to use the facility for two weeks at a time one to three times a year.
- 2.2. Only in-kind contributions are anticipated as consideration for this cooperative agreement. If either party incurs a direct expense for the performance of governmental functions or services provided to carry out this agreement, that party is assumed to be required to pay for that expense without reimbursement from the other party from current revenues available to that party unless explicitly agreed to otherwise by both parties. (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 effective upon execution by both parties and terminates on August 31, 2025, unless extended by mutual agreement of the parties or terminated as described in section 3.2.
- 3.2. Either party may terminate the agreement with 30 days written notice to the other 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 or that the governing body otherwise authorizes the signatory to bind the party to this agreement by executing the agreement on its behalf.

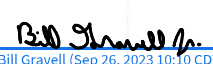
- 4.2. **Sovereign Immunity:** Any provision of this agreement that seeks to waive the immunity from suit and/or immunity from liability is void unless agreed to by specific acknowledgement of the provision within the agreement.
- 4.3. **Independence:** The parties covenant and agree that each shall 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 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 Agency in the performance of this agreement and that the parties have no authority to bind each other.
- 4.4. **Attachments:** The following attachments are part of this agreement:
- a) **Attachment A:** Firearms Range Rules
 - b) **Attachment B:** Project Representatives
- 4.5. This contract 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 or State law or regulation are automatically incorporated into this contract without written amendment hereto and shall become effective on the date designated by such law or regulation.
- 4.6. This contract is executed through signatures affixed electronically or scanned by both parties and transmitted electronically.

Capital Area Council of Governments

By: 
Betty Voights, Executive Director

Date: 9-20-23

Williamson County

By: 
Bill Gravel, County Judge

Date: Sep 26, 2023

Sep 26, 2023
Date of Governing Board Approval

Attachment A: Firearms Range Rules

- When using the range, all weapons are considered loaded.
- All handguns should be holstered unless you are on the firing line or the weapon is being cleaned. All long guns should be in an open breech condition unless on the firing line.
- Never put your weapon down and leave it unless it is unloaded. Never pick up a weapon that does not belong to you unless instructed to do so by your range master.
- All firearms will be unloaded when you enter the range complex.
- While on the range you will only load your weapon if instructed to do so by your range master or just before leaving the range complex.
- Never put your finger on the trigger of your weapon unless it is pointed down range and you are ready to fire.
- All weapons malfunctions will be handled as per range master instructions.
- Never proceed down range until all weapons are holstered or otherwise secured.
- If you are being given instructions by range personnel, your eyes and weapon must remain focused and pointed down range.
- Dry firing of any weapon will be done only when instructed to do so by the range master.
- When handing your weapon to range personnel, be sure the weapon is breech open and handed grip first. Long guns will be breech open and handled at port-arms.
- All shooters and range personnel will wear body armor, ear protection, and eye protection, while shooting on any range.
- No alcohol is permitted on the range complex and tobacco is permitted only in designated areas.
- No one is permitted to shoot on the range complex or on any of the individual ranges unless a range master is present and the proper authority has been given by the complex range master.

Attachment B: Project Representatives and Records Location

CAPCOG Project Representative

The individual named below is the CAPCOG Project Representative, who is authorized to give and receive communications and directions on behalf of CAPCOG. All communications must be addressed to the CAPCOG Project Representative or his or her designee. The CAPCOG Project Representative may indicate a designee through an e-mail to: [E-mail of Agency Project Representative].

David Bertling
(Name)
Director of Regional Law Enforcement Academy
(Title)

Telephone No.: (512) 916-6161

E-mail: dbertling@capcog.org

Capital Area Council of Governments
6800 Burleson Road
Building 310, Suite 165
Austin, Texas 78744

Agency Project Representative

The individual named below is the Agency Project Representative, who is authorized to give and receive communications and directions on behalf of Agency. All communications must be addressed to the Agency Project Representative or his or her designee. The Agency Project Representative may indicate a designee through an e-mail to dbertling@capcog.org.

Mike Gleason
(Name)
Sheriff
(Title)

Telephone No.: 512-943-1321

E-mail: Mike.Gleason@wilco.org

Williamson County Sheriff's Office Headquarters
508 S. Rock Street
Georgetown, TX 78626