

EXHIBIT

"A"

CAPITAL AREA COUNCIL OF GOVERNMENTS

INTERLOCAL CONTRACT FOR CONDUCTING A SATELLITE BASIC PEACE OFFICER COURSE

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.

1.2. The City of Round Rock ("The City") is a Texas home-rule municipality that operates a police department, seeking to provide a basic peace officer course for candidates.

1.3. 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 TCOLE rules §215.1, §215.3, §215.7 and §215.9.

Sec. 2. Goods and Services

2.1. CAPCOG agrees to provide a basic peace officer certification course in the City of Round Rock. The course shall be provided according to the delivery schedule described in Section 3.2 of this Agreement and in accordance with the attached Exhibit A (Assigned Responsibilities) and Exhibit B (Hands on Training) to this contract. The services will be performed by qualified, state certified law enforcement instructors employed by or contracted with the City of Round Rock.

2.2. In signing this contract, both parties agree to provide their relative Assigned Responsibilities as laid out in Exhibit A. Exhibit A may be amended by mutual agreement of the two parties.

Sec. 3. Payment Terms

3.1. CAPCOG will be responsible for financial management of the course, calculating the revenues and collecting tuition fees and class fees from all participants.

3.2. CAPCOG will determine if there are enough participants in the course to cover all expenses prior to starting the course. If CAPCOG deems that there are not enough participants, the course will be cancelled or postponed to a date mutually agreeable.

Sec. 4. Effective Date and Term of Contract

4.1. When signed on behalf of both parties, this contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Sec. 6 or 7, on July 31, 2017.

Sec. 5. Liability Insurance

5.1. The City agrees to maintain throughout the term of this contract commercial general liability insurance with the minimum coverages of \$1,000,000 for each occurrence, \$4,000,000 annual aggregate, and Texas workers' compensation insurance with coverage satisfying the statutory requirements for all personnel who will provide services under this contract.

Sec. 6. Indemnification

6.1. The City agrees at its own expense to defend CAPCOG, its governing body members, officers, employees, and agents against any claim, suit, or administrative proceeding, and to indemnify them against any liability (including all expenses and reasonable counsel fees incurred), to the extent arising out of any intentional, grossly negligent, or negligent act or omission of Contractor's governing body member, officer, employee, or agent under this contract.

6.2. If the City is served with process in a suit or proceeding described in Sec. 6.1, the City agrees promptly to furnish CAPCOG with a copy of the process.

6.3. The City agrees that its obligations under Secs. 6.1 and 6.2 apply to causes of action accruing during the term of this contract, and that for this purpose the obligations will survive the ending or early termination of this contract.

Sec. 7. Records and Inspections

7.1. The City agrees to maintain records adequate to document its performance, costs, and receipts under this contract. The City agrees to maintain these records at the City's offices.

7.2. Subject to the additional requirement of Sec. 7.3, The City agrees to preserve the records for four years after receiving its final payment under this contract.

7.3. If an audit of or information in the records is disputed or the subject of litigation, the City agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the ending or early termination of this contract.

7.4. CAPCOG is entitled to inspect and copy, during normal business hours at the City's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.5. CAPCOG is also entitled to visit The City's offices and talk to its personnel during normal business hours to assist in evaluating its performance under this contract.

7.6. The Office of the Governor, Criminal Justice Division, has the same inspection, copying, and visitation rights as CAPCOG.

Sec. 8. Nondiscrimination and Equal Opportunity

8.1. CAPCOG and the City shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Sec. 9. Termination of Contract for Unavailability of Funds

9.1. The City acknowledges 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 goods or services will not be available at the time of delivery or performance.

9.2. CAPCOG terminates this contract for unavailability of funds by giving the City 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.

Sec. 10. Termination for Breach of Contract

10.1. If the City or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Section 11.

10.2. Termination for breach under Section 10.1 does not waive either party's claim for damages resulting from the breach.

Sec. 11. Dispute Resolution

11.1. The parties desire to resolve disputes arising under this contract 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 Sec. 11, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Section 11.

11.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

11.3. 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.

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

Sec. 12. Notice to Parties

12.1. Notice to be effective under this contract 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 12.2 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 12.2.

12.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. The City's address is: 221 E. Main Street, Round Rock, Texas 78664, Attention: Laurie Hadley, City Manager.

12.3. A party may change its address by providing notice of the change in accordance with Sec. 12.1.

Sec. 13. Exhibits

13.1. The following Exhibits are a part of this contract:

- A. Assigned Responsibilities
- B. Hands on Training

Sec. 14. Miscellaneous

14.1. Each individual signing this contract 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.

14.2. This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

14.4. This contract is binding on and inures to the benefit of the parties' successors in interest.

14.5. This contract is executed in duplicate originals.

CITY OF ROUND ROCK, TX

CAPITAL AREA COUNCIL OF GOVERNMENTS

By _____

By _____
Betty Voights
Executive Director

Date _____

Date _____



**Assigned Responsibilities for
Round Rock Satellite BPOC
04/04/2016**

Dates of BPOC – 02/06/2017 through 07/21/2017

	CAPCOG	Round Rock
Registration	<ul style="list-style-type: none"> • Post class to website 	<ul style="list-style-type: none"> • Designate training coordinator *
	<ul style="list-style-type: none"> • Process registration of all cadets 	<ul style="list-style-type: none"> • Publicize the BPOC to CAPCOG region
	<ul style="list-style-type: none"> • Process all cadet forms 	<ul style="list-style-type: none"> • Training coordinator availability to cadets either telephone or e-mail
	<ul style="list-style-type: none"> • Make available all BPOC forms 	
	<ul style="list-style-type: none"> • Collect all payments for BPOC 	
	<ul style="list-style-type: none"> • Provide financial management for the class - payments, purchases, contracts, cancellations are sole responsibility of CAPCOG 	
	<ul style="list-style-type: none"> • Process all VA forms and prequalification letters 	
	<ul style="list-style-type: none"> • Seek ETPS certification from the TWC 	
	<ul style="list-style-type: none"> • Conduct family orientation 	
Instructors	<ul style="list-style-type: none"> • Approve all instructors 	<ul style="list-style-type: none"> • Assist in instructor selection & recruitment, if needed
	<ul style="list-style-type: none"> • Set class schedule, supply training agreements 	<ul style="list-style-type: none"> • Ensure each instructor submits bio, training agreement and w-9 before start of instruction
		<ul style="list-style-type: none"> • Forward all instructor information to CAPCOG
		<ul style="list-style-type: none"> • Pay all instructors
Classroom Preparation	<ul style="list-style-type: none"> • Provide rules and regulations manual 	<ul style="list-style-type: none"> • Coordinator to ensure instructors are on time and have approved lesson plans.
	<ul style="list-style-type: none"> • Provide all BPOC handouts, law books, and initial start cadet supplies 	<ul style="list-style-type: none"> • Provide additional handouts if needed

	CAPCOG	Round Rock
	<ul style="list-style-type: none"> • Provide all instructors with approved lesson plans 	<ul style="list-style-type: none"> • Coordinator to ensure attendance log is maintained and that training facility is kept clean by cadets
	<ul style="list-style-type: none"> • Provide test materials electronically, including topical, major and comprehensive tests. 	<ul style="list-style-type: none"> • Monitor classes and progress of cadets
	<ul style="list-style-type: none"> • Post all grades and provide copies for classroom and Round Rock. 	<ul style="list-style-type: none"> • Maintain security of test
Discipline	<ul style="list-style-type: none"> • Provide rules and regulations manual 	<ul style="list-style-type: none"> • Report all academic and disciplinary problems to CAPCOG RLEA immediately
	<ul style="list-style-type: none"> • Investigates and determines disciplinary action 	<ul style="list-style-type: none"> • Coordinator able to address cadet terminations from BPOC and refer to CAPCOG Director of Regional Law Enforcement Academy
	<ul style="list-style-type: none"> • Administers all disciplinary action 	
Graduation	<ul style="list-style-type: none"> • Maintain grade records and provide to Round Rock 	<ul style="list-style-type: none"> • Work with CAPCOG RLEA on graduation program, speaker
	<ul style="list-style-type: none"> • Work with Round Rock on graduation program, speaker 	
	<ul style="list-style-type: none"> • Provide graduation invitations 	
	<ul style="list-style-type: none"> • Provide all graduation certificates 	
Other	<ul style="list-style-type: none"> • Report training to TCOLE 	
	<ul style="list-style-type: none"> • Maintain student training records 	
	<ul style="list-style-type: none"> • Provide concluding financial reconciliation 	

** The Training Coordinator is expected to be a representative of Round Rock and on-site.*

Exhibit B
Hands on Training Agreement
For Capital Area Council of Governments
Regional Law Enforcement Academy

1. In hosting the Basic Peace Officer Course, we agree to present all training in a safe and professional manner, utilizing only instructors who are certified by the Texas Commission on Law Enforcement (TCOLE) and/or who are subject matter experts, adhering to TCOLE's learning objectives and course content as provided to us by the CAPCOG Regional Law Enforcement Academy (RLEA) director.

2. For all hands on training (such as mechanics of arrest, firearms, driving, patrol practicals, OC spray, CEW (conducted electrical weapon), Rapid Response Training, CPR) we agree to adhere to the certifying companies' training protocols, will maintain a safe training environment and will submit a copy of the instructors' certificate(s) showing they are current for instructing that skill.

3. We agree to submit detailed lesson plans to the RLEA director describing the topic that is being taught to include any physical skills exercises and skills tests that will be administered. These lesson plans will be reviewed and possibly edited by the RLEA director or his Chief Instructor and must be approved by the RLEA director prior to that class being presented to the BPOC cadets.

4. Any time that a cadet complains of an injury, is injured, loses consciousness or should require medical attention during a training exercise, a member of the RLEA staff (director, chief instructor or administrative assistant) will be notified as soon as possible after seeking treatment for the cadet. A report explaining the circumstances of the injury should be prepared and submitted to a member of the RLEA staff no later than 24 hours following the incident. The report should include the location the incident occurred, the names of all instructors present at the time of the incident, the names of the cadets that were on scene at the time of the incident, what topic was being taught, what technique was being taught, what safety measures were in effect at the time, the action or inaction that caused the injury and the care given following the incident.

CITY OF Round Rock, TX

By _____

Date _____