

FIREARMS RANGE INTERLOCAL AGREEMENT

THIS CONTRACT AND INTERLOCAL AGREEMENT is made and entered into effective this 10th day of April, 2018, by and between the City of Burnet, Texas (the "City"), and the Burnet County Sheriff's Office, Texas (the "BCSO").

WITNESSETH:

WHEREAS, Texas Government Code, Chapter 791, the Texas Interlocal Cooperation Act provides that anyone or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of the State and the mutual benefit of the parties; and

WHEREAS, each of the parties hereto requires training for firearms use, and any other appropriate law enforcement or public safety training, so as to increase the skill and professionalism of its law enforcement and public safety personnel and reduce liabilities to the parties and their respective insurance carriers; and

WHEREAS, the City of Burnet owns and operates a firearms range facility; and

WHEREAS, Burnet County Sheriff's Office (BCSO) would like to utilize the firearms range and participate in activities at the firearms range facility; and

WHEREAS, the Parties have mutually concluded that it is desirable, practicable, and beneficial for the Parties to enter into this AGREEMENT to memorialize their willingness and ability to assist one another, in order to further enhance training of local law enforcement officers.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

1. **Purpose.** The purpose of this AGREEMENT is to set forth the terms and conditions under which Participant may use the firearms range facility.
2. **Term.** This AGREEMENT shall become effective upon the date annotated above, and shall supersede all previous agreements between the Parties concerning the usage of the firearms range facility.
3. **Policy.** The City reserves the absolute right to initiate, change or eliminate facilities, services and programs, and to change its hours of operation. BCSO must request prior written authorization to utilize the firearms range facility. The City reserves the right to approve or deny any request for use of the firearms range facility. The City also reserves the right to refuse access to any employee or representative of BCSO.

4. **Rules and Procedure.** BCSO agrees to abide by and follow all rules and procedures established by the City. Failure to abide by rules and procedures established by City may result in removal of any employee or representative of BCSO from firearms range facility.

5. **Compliance with Laws.** This AGREEMENT is subject to all federal, state, and local laws.

6. **Insurance/Indemnification.** City and BCSO are both governed by the Texas Tort Claims Act, Chapter 101.001 et seq., as amended, of the Texas Civil Practice and Remedies Code which sets limits of liability for certain causes of action. Each party to this Agreement warrants and represents that it is insured under a commercial insurance policy, or is self-insured, for all claims falling within the Texas Tort Claims Act. Each party is solely responsible for the actions and omissions of its employees and officers. No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, its officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein:

7. **Amendments.** This AGREEMENT may be amended only by written agreement signed by duly authorized representatives of the parties hereto.

8. **Termination.** Either party may suspend or terminate this AGREEMENT at any time by giving 5 days written notice of termination.

9. **Notice.** Notice may be given by fax, hand delivery or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after deposit in the U. S. mail, if sent by certified mail. Notice shall be as follows:

IN WITNESS WHEREOF, the parties hereto have made and executed this to the AGREEMENT on the respective dates under each signature.

Calvin Boyd, Sheriff
Burnet County Sheriff's Office

David Vaughn, City Manager
City of Burnet

Date: _____

Date: _____