

**INTERLOCAL AGREEMENT BY AND BETWEEN HOUSTON COUNTY on behalf of
the HOUSTON COUNTY SHERIFF'S DEPARTMENT**

AND

CITY OF CROCKETT on behalf of the CROCKETT POLICE DEPARTMENT

FOR THE USE OF HOUSTON COUNTY GUN RANGE

RECITALS

This Interlocal Agreement (the "Agreement" is made and entered into by and between Houston County, Texas, acting on behalf of the Houston County Sheriff's Department (hereinafter referred to as "Sheriff's Department"), and the City of Crockett, Texas, acting on behalf of the City of Crockett Police Department (hereinafter referred to as "Police Department").

WHEREAS, the Sheriff's Department has access to a gun range (the "Gun Range") and desires to allow the Police Department to use said facility for law enforcement training and operational purposes; and

WHEREAS, both parties recognize the need for ongoing training of law enforcement personnel, including firearms training, to ensure public safety; and

WHEREAS the Texas Government Code Chapter 791 authorizes local governments to enter into interlocal agreements to perform governmental functions and services.

NOW, THEREFORE, to enhance cooperation amongst local law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the Crockett Police Department and Houston County Sheriff's Department hereby agree to the terms and conditions as follows:

ARTICLE I: PURPOSE

The purpose of this Agreement is to outline the terms and conditions under which the Sheriff's Department will allow the Police Department to utilize the Gun Range for firearms training, qualification, and related law enforcement activities.

ARTICLE II: TERM

Effective Date: This Agreement shall become effective upon execution by both parties.

Duration: The initial term of this Agreement shall be for one (1) year, with the option to renew upon mutual agreement by both parties.

ARTICLE III: RESPONSIBILITIES OF THE PARTIES

A. Sheriff's Department Responsibilities:

Access to Gun Range: The Sheriff's Department will provide the Police Department with access to the Gun Range for training purposes during agreed-upon dates and times.

Range Maintenance: Both the Sheriff's Department and Police Department shall be responsible for the maintenance and upkeep of the Gun Range, including but not limited to, ensuring it is safe and functional for use. The Sheriff's Department shall have the final say regarding all construction, upgrades, and maintenance of the Gun Range.

Supervision and Safety: The Sheriff's Department and Police Department shall provide appropriate supervision or have trained range officers available to oversee the use of the Gun Range by their respective department(s), ensuring compliance with all safety protocols and operational procedures.

Equipment: Both the Sheriff's Department and Police Department will provide their own targets and related materials for training, unless otherwise agreed upon.

B. Police Department Responsibilities:

Scheduling Use: The Police Department shall coordinate with the Sheriff's Department to schedule range time, ensuring availability and preventing overlap with other scheduled users.

Personnel: The Police Department will be responsible for bringing its own personnel, firearms, ammunition, and any other necessary equipment for training, unless otherwise agreed upon.

Training: The Police Department will ensure that all personnel using the Gun Range are properly trained in firearm safety and familiar with the range's operational procedures.

Compliance with Safety Protocols: The Police Department will ensure its personnel comply with all safety regulations, rules, and guidelines provided by the Sheriff's Department for the use of the Gun Range.

ARTICLE IV: FEES AND COSTS

Expenses: The Police Department will be responsible for the cost of any ammunition, equipment, or other materials it brings to the Gun Range.

Damage(s): The Police Department will be responsible for any damage to the Gun Range or property owned by the Sheriff's Department caused by the Police Department's use of the range.

ARTICLE V: INSURANCE AND INDEMNIFICATION

Insurance: Each party shall maintain liability insurance in accordance with applicable laws and regulations. Proof of insurance shall be provided to the other party upon request.

Indemnification: The Police Department agrees to indemnify and hold harmless the Sheriff's Department, its officers, employees, and agents from any and all claims, liabilities, or damages arising out of the Police Department's use of the Gun Range, except in cases of gross negligence or willful misconduct.

ARTICLE VI: TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. In the event of termination, any outstanding obligations will be fulfilled, and the Police Department will cease using the Gun Range.

ARTICLE VII: MISCELLANEOUS

Amendments: This Agreement may only be amended or modified by written consent of both parties.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Entire Agreement: This document constitutes the entire Agreement between the parties regarding the subject matter herein and supersedes all prior negotiations or agreements.

EXECUTED THIS 25th DAY OF February 2025.

COUNTY OF HOUSTON

BY:

Jim Lovell

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Jim Lovell

County Judge- Houston County

CITY OF CROCKETT

BY:

Dr. Ianthia Fisher

Mayor- City of Crockett

RECOMMENDED:

BY:

Zak Bengé

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Zak Bengé

Sheriff- Houston County

RECOMMENDED:

BY:

Clayton Smith

Police Chief- Crockett