

INTERLOCAL COOPERATION AGREEMENT
FOR THE USAGE OF THE DENTON COUNTY SHERIFF'S OFFICE
FIREARMS TRAINING FACILITY

This Interlocal Cooperation Agreement (the "Agreement") is made and entered into this ____ day of _____, 2026, between Denton County, Texas, (hereinafter "County") and the Sanger Police Department, (hereinafter "the Agency"). Both Parties are duly organized and operating under the laws of the State of Texas, engaged in the provision of county government and/or related services for the benefit of the citizens of Denton County and the Agency, with each acting by, through, and under the authority of their respective governing bodies and officials. County and the Agency are hereafter collectively referred to herein as "Parties," or individually as a "Party."

WHEREAS, the Denton County, Texas Sheriff's Office, through the County, currently operates a Firearms Training Facility located at 9931 IH 35 E. in Denton County, Texas, which includes a sixteen-lane turning target range, an open range, and a covered classroom:

WHEREAS, the County and the Agency desire to enter into this Agreement pertaining to the use and maintenance of the Firearms Training Facility for law enforcement training;

WHEREAS, the County and the Agency have agreed that this Agreement will be beneficial to carry out the performance of governmental functions for the promotion and protection of the health and welfare of citizens within the Denton County, Texas community, as well as others;

WHEREAS, the Agency has a need to use and shall use the Firearms Training Facility for crime prevention and law enforcement training;

WHEREAS, this Agreement serves a valid public purpose and is in the interest of public safety; and

NOW, THEREFORE, to enhance cooperation amongst law enforcement agencies and express their mutual commitment to the service of crime prevention and for law enforcement purposes, the County and the Agency, for consideration mentioned herein, hereto mutually agree as follows:

I. TERM AND SCOPE OF THIS AGREEMENT

All matters and recitations stated in the preamble to this Agreement are true and correct and are hereby incorporated by reference into the provisions of this Agreement for all purposes.

The term of this Agreement initially shall be the one year period commencing on the Effective Date. The Effective Date of this Agreement shall be _____, 2026. On the first anniversary of the Effective Date and on each subsequent anniversary of the Effective Date, the term of this Agreement automatically shall be extended for a period of one additional year, but not to exceed a term of three (3) years. Notwithstanding the foregoing, the term of this Agreement is subject to termination as provided in Section X (Termination provision) of this Agreement.

The Agency shall utilize the Denton County Sheriff's Office Firearms Training Facility (hereafter referred to as "FTF"), subject to the availability of scheduling provided the terms and conditions as described herein this Agreement are met.

The County will maintain exclusive operational control of the FTF and shall maintain final approval over the use of the FTF at all times. The County reserves the right to utilize the FTF at any time it desires, and it reserves the right to change the schedule for use of the FTF, as the County determines necessary.

II. USE OF FIREARMS TRAINING FACILITY

In consideration of having the ability to utilize the FTF, the Agency agrees to the following terms and conditions:

- A. The Agency agrees to scheduling use of the FTF at a mutually agreeable time and date, preferably thirty (30) days or more in advance of projected use. For purposes of this provision, communications between the Parties and notices regarding scheduling and use of the FTF may be delivered by email at SOTraining@dentoncounty.gov.
- B. The Agency accepts the FTF and all equipment in the FTF in "as-is" condition and acknowledges that the County makes no warranty in any manner, expressed or implied, including in regard to the FTF's fitness for a particular or specific purpose.
- C. The Agency must provide their own ammunition, targets, cardboard backers, sticks, glue, clamps, and weapon cleaning materials.
- D. A certified instructor(s) hired or retained by the Agency will be present during all training conducted by said Agency to ensure adherence to all applicable safety rules.
- E. After every use, the Agency is required to maintain cleanliness of the FTF and the equipment within the facility including properly retrieving and disposing of all brass and any other waste generated by said Agency.
- F. The Agency must exercise reasonable diligence and care to ensure that all equipment is left in an operable state. Equipment malfunctions shall be reported to Denton County Sheriff's Office staff as soon as possible by email to SOTraining@dentoncounty.gov.
- G. No storage of equipment owned or controlled by the Agency will be available on-site (at the FTF) without prior approval from the County.
- H. The Agency agrees to comply with all laws and rules and regulations relating to the usage and safety of the FTF, including, but not limited to those **attached as Exhibit A** and posted within the FTF itself, which are hereby incorporated in this Agreement by reference for all purposes.

- I. Agency shall be responsible for ensuring that all its class participants or those who are instructed by the instructor or accompany the instructor have executed the waiver agreement or release of liability in favor of the County. Said waiver must be on file at the Firearms Training Facility prior to any participant being allowed to shoot.

III. FORCE MAJEURE

If any Party fails to fulfill its obligations hereunder when such failure is due to an event of Force Majeure, said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the Parties to resume performance under this Agreement. Events of Force Majeure shall mean any contingency or cause beyond the reasonable control of a Party, including, but not limited to, acts of God, riot, civil commotion, insurrection, fire, explosions, rain, or other circumstance beyond its reasonable control.

IV. LIABILITY AND IMMUNITY

To the extent authorized by law, the Agency agrees to indemnify, hold harmless, and defend the County, its officers, agents, and employees from and against any and all claims or suits for injuries, damage, loss, or liability of whatever kind or character, arising out of or in connection with the performance by the Agency or those services or facility usages contemplated by this Agreement, including all such claims or causes of action based upon common, constitutional or statutory law, or based, in whole or in part, upon allegations of negligent or intentional acts of the Agency, its Agency, its officers, employees, agents, subcontractors, licensees, and invitees.

In the event any damage or injury is caused to the equipment or facilities provided by the Facility hereunder, by the negligence or improper conduct of the Agency, its participants, recruits, agents, volunteers, subcontractors or employees, the Agency and its Agency shall cause the said damage or injury to be repaired as speedily as possible at its own cost and expense. Any repairs must be approved in writing by the County before this provision shall be deemed complied with.

V. INSURANCE

The Agency, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement adequate commercial general liability insurance coverage, including but not limited to general liability insurance coverage with bodily injury, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Also, the Agency's insurance coverage must include property damage limits of not less than \$250,000 per occurrence, and not less than \$500,000 aggregate. The Agency may, at its sole discretion, choose to self-insure the requirements of this provision.

Within thirty (30) days after execution of this Agreement, the Agency agrees to 1) provide the County with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the County. The Agency may, at its sole discretion, provide its standard letter of self-insurance in satisfaction of this provision. Agency may not use the FTF until the proof of insurance requirement is satisfied.

VI. NO WAIVER

No waiver of any provision of this Agreement or of any right or remedy hereunder shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

VII. NON- ASSIGNABLE

This Agreement may not be assigned in whole or in part by any of the Parties without prior written consent of the other Party.

VIII. NOTICE

Any notice required to be given in connection with this Agreement shall be in writing, unless stated otherwise in this Agreement, and shall be deemed effective if hand delivered, or if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by private receipted courier guaranteeing same-day or next-day delivery, addressed to the respective party at its address(es) provided below. If sent by U.S. certified mail in accordance with this Section, such notices shall be deemed given and received on the earlier of (a) actual receipt of at the address(es) of the named addressee, or (b) on the third (3rd) business day after deposit with the United States Postal Service. Notice given by any other means shall be deemed given and received only upon actual receipt at the address(es) of the named addressee.

Notice shall be given to the following:

COUNTY:

Denton County, Texas
1 Courthouse Drive
Attn: County Judge
Denton, TX 76201
with a copy to:

Denton County Sheriff's Office
Attn: Captain Kelly Fair
127 N. Woodrow Lane
Denton, Texas 76205

AGENCY:

City of Sanger
Attn: John Noblitt, City Manager
P.O.Box 1729
Sanger, TX, 76266

Sanger Police Department
Attn: Chief Tyson Cheek
509 N 5th St
Sanger, TX, 76266

Either party may change its mailing address by sending notice of change of address to the other at the above address by certified mail, return receipt requested.

IX. CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties, except when the terms of this Agreement expressly provide that another method shall be used.

It is understood and agreed by the Parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto, and shall become a part of the Agreement on the effective date specified by the law or regulation.

X. TERMINATION

The County may terminate this Agreement for cause if the Agency or its Agency violates any covenants, agreements, or guarantees of this Agreement, or violates any law or regulation to which it is bound under the terms of this Agreement. Willful failure to comply with any condition herein will justify termination of this agreement. Willful failure includes, but is not limited to: 1) unsafe behavior, 2) manipulating weapons outside of approved areas, 3) Instructor negligence regarding the potential for rounds escaping the range (must be in conventional impact area), 4) reckless or willful destruction of Firearms Training Facility property, 5) failure to clean training area after training sessions, or 6.) failure to properly retrieve and dispose of any and all brass from the firing range area

Either Party may terminate this Agreement for any other reasons not specifically enumerated in this paragraph upon giving thirty (30) days written notice.

XI. MISCELLANEOUS

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the Parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

The captions contained in this Agreement are for informational purposes only and shall not in any way affect the substantive terms or conditions of this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

XII. VENUE AND APPLICABLE LAW

This Agreement shall be construed and governed by the laws of the State of Texas. Venue for any legal action necessary to enforce this Agreement will be in a court of competent jurisdiction in Denton County, Texas exclusively. No remedy herein conferred upon any Party is intended to be exclusive of any other remedy. No single or partial exercise of any Party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

XII. AUTHORITY OF THE PARTIES

This Agreement is made and entered into by the duly-authorized officials of each respective Party, pursuant to the Texas Government Code Chapter 791, and each Party's respective code, ordinance, or procedure.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the _____ day of _____, 2026.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads, County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Gary Bilyeu, Mayor
City of Sanger
P.O. Box 1729
Sanger, TX 76266
940-458-7930

940-458-7438 940-458-

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Denton County Sheriff's Office

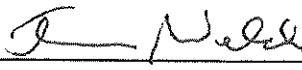
Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Approved as to content:

Sanger Police Dept.

Approved as to form:



Attorney for Agency