

REQUEST FOR AGENDA PLACEMENT FORM

Submission Deadline - Tuesday, 12:00 PM before Court Dates

SUBMITTED BY: Sheriff's Office TODAY'S DATE: 10/17/22

DEPARTMENT: Sheriff's Office

SIGNATURE OF DEPARTMENT HEAD: 

REQUESTED AGENDA DATE: 10/24/22

SPECIFIC AGENDA WORDING:

Consideration to approve contract renewal Marsha Adams, dba Diveley Holding Company, LLC

(Use of Private Firing Range) and the release of liability

COMMISSIONERS COURT

OCT 24 2022

Approved

PERSON(S) TO PRESENT ITEM:

Sheriff Adam King or his designee

SUPPORT MATERIAL: (Must enclose supporting documentation)

TIME: 3 minutes

(Anticipated number of minutes needed to discuss item)

ACTION ITEM:

WORKSHOP:

CONSENT:

EXECUTIVE:

STAFF NOTICE:

COUNTY ATTORNEY:

AUDITOR:

PERSONNEL:

BUDGET COORDINATOR:

IT DEPARTMENT:

PURCHASING DEPARTMENT:

PUBLIC WORKS:

OTHER:

This Section to be completed by County Judge's Office

ASSIGNED AGENDA DATE: _____

REQUEST RECEIVED BY COUNTY JUDGE'S OFFICE:

COURT MEMBER APPROVAL:

DATE:

RANGE LEASE AGREEMENT

(Range- Firearms Training)

THIS RANGE LEASE AGREEMENT is made and entered into between the ("Owner") Marsha Adams, d/b/a Diveley Holding Company, LLC, and the Johnson County, a political subdivision of the State of Texas, ("County") for use by the County of the Private Firearms Range located at 11641 S. Interstate 35W, Grandview, Johnson County, Texas, 76050 on the following terms and conditions:

1. **TERM.** This Agreement shall become effective on the 1st day of October 2022, and will terminate on the 30th day of September 2023. This Contract shall automatically renew and extend for an additional one year period (the "Renewal Term") on the first day of October of each succeeding year unless COUNTY gives written notice to Owner not less than 30 days prior to the first day of September of such succeeding anniversary. This renewal and extension is subject to the availability of funds for the contract year, to the allocation of funds to meet the terms of this contract. This contract need not be specifically identified in the budget or budget process. Upon renewal and extension of this contract, all dates and sums set forth herein shall be deemed modified as necessary to reflect the new and extended term of the contract. Utilization of the equipment or services provided by **Owner** pursuant to the terms of this Agreement by County will constitute the County's action and intent to continue this Agreement barring a specific written notice to the contrary. Notwithstanding the foregoing, in no event shall this Agreement continue for a **period exceeding 72 months** from the date of execution of this Addendum without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.
2. **USE OF RANGE.** During the Term of this Agreement the County shall be entitled to use the Private Firing Range at such times and on such dates as are mutually agreed by the parties. Days of use shall be scheduled at least fifteen days (15) days in advance and will be accommodated on a first scheduled basis. Requests made with less than fifteen (15) days notice may be accommodated when possible but not guaranteed. Use by the Owner shall have priority over any requested use by the County. Range hours will be set by the Owner or its authorized agent and must be adhered to by renting agencies (Attachment "A"). **The Intended County user of the Range is the Johnson County Sheriff's Office and the officers and employees thereof along with such other persons as the Sheriff's Office might train or supervise at the Private Firing Range.**
3. **RENTAL RATE.** The rate for the use of the private firing range shall be \$6,000.00 for the Initial Term and \$6,000.00 for each Renewal Term, if any. Payments shall be

made to the Owner, Diveley Holding Company, LLC within forty-five (45) days of the start of the Initial or Renewal Term as applicable. The rental will include the following: One single day use of one firing range twice per month. The use of one 20-foot onsite storage container for range equipment storage (*no firearms or valuables should be stored on site*) during the initial and any renewal terms, use of parking areas during the single day use periods, the use of the classroom area, and two bathrooms during the single day use periods.

4. **EXPENSES.** County shall supply all weapons, ammunition, targets and other supplies used in their training exercise.
5. **RANGE SUPERVISION.** The County shall provide and require the presence of a TCOLE certified firearms instructor at all times during which the County's personnel are using the premises. To assure safe operations, the firearms instructor shall have full authority and responsibility to direct the activities of those using the range and shall halt any activity found to be unduly hazardous. Range rules shall be adhered to at all times. A copy of the current range rules are attached as Attachment "A". The Owner reserves the right to modify the range rules at any time. In the event of a modification to range rules, the County will be notified in writing within thirty (30) days.
6. **MAINTENANCE AND REPAIR.** The Owner shall, unless herein specified to the contrary, maintain the premises in good repair and condition during the continuance of this agreement, except in case of damage arising from the negligence of the County's agents or employees. For the purposes of so maintaining the premises, the Owner reserves the right, at reasonable times, to enter and inspect the premises and to make any necessary repairs to the facilities. The County shall cleanup all garbage and debris resulting from County's use of the facility.
7. **HAZARDOUS MATERIAL.** The Owner holds harmless the County for the deposit of lead or any other hazardous material on the premises of the facility as a result of the County's use. Furthermore, the Owner agrees to bear the sole cost and responsibility for any lead management plan including but not limited to: bullet containment, lead migration, lead removal, lead recycling, and record keeping. Moreover, the Owner will be responsible for any surface or groundwater monitoring, containment, or cleanup.
8. **INSURANCE.** For the duration of the Agreement, the County shall maintain a self-insurance fund or equivalent insurance covering the workers compensation claims of

its employees. Additionally, the County shall maintain a self-insurance fund or equivalent insurance that provides general liability coverage.

9. **ATTORNEY'S FEES.** In any action brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred.
10. **TERMINATION.** This agreement may be terminated by either party, without cause, by giving written notice of not less than thirty (30) days prior to the effective date of termination.
11. **NO THIRD PARTY BENEFICIARIES.** It is understood and agreement that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement.
12. **NO WAIVER OF GOVERNMENTAL IMMUNITY.** Nothing contained in this Agreement shall be construed as a waiver of the County's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to the County by law, except to the extent expressly provided or necessarily implied herein.
13. **NO BOYCOTT OF ISRAEL OR DOING BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS.** Marsha Adams, d/b/a Diveley Holding Company, LLC verifies that she / it does not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is as defined by Texas Government Code Section 808.001, effective September 1, 2017. Marsha Adams, d/b/a Diveley Holding Company, LLC further verifies that she / it is not engaged in business with Iran, Sudan, or any foreign terrorist organization. The term "foreign terrorist organization" means an organization designated as foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.
14. **NO CHILD SUPPORT OWED.** Marsha Adams, d/b/a Diveley Holding Company, LLC certifies that pursuant to Section 231.006 of the Texas Family Code that the individual or business entity named in this contract is not ineligible to receive the specified payment(s) and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Marsha Adams, d/b/a Diveley Holding Company, LLC states that she / it is not ineligible to receive State or Federal funds due to child support arrearages.

15. MULTIPLE COUNTERPARTS. This agreement may be executed in multiple counter-parts

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

COUNTY: Johnson County
Johnson County Sheriff's Office
1102 E. Kilpatrick St.
Cleburne, TX 76031

OWNER: Marsha Adams
Diveley Holding Company LLC
9516 Fox Hill Drive
Fort Worth, TX 76131

By: [Signature]
Roger Harmon
Johnson County Judge

[Signature]
Marsha Adams
Owner/Manager

10-24-22
Date

10-15-2022
Date

[Signature]
Attest: County Clerk or Deputy
County Clerk, Johnson County



10-24-22
Date

RANGE LEASE AGREEMENT

(Range- Firearms Training)

RANGE HOURS: At this time the firing range may be utilized by the Johnson County Sheriff's Office anytime during daylight hours with the appropriate 15 days notification. Night shooting will be permitted for short term special training requests.

NOTIFICATION: The Owner, Marsha Adams, will be notified by the agency range master or his designee to request the use of the range. All notifications should include the date, time and point of contact for the training. All notifications shall be made 15 days prior to the training event. Notifications may be e-mailed to marsha@dhc-texas.com and shoot@range35.com.

BILLING: Make checks payable to: Diveley Holding Company, LLC, c/o Marsha Adams, 9516 Fox Hill Drive, Fort Worth, TX 76131

RANGE RULES:

1. No alcoholic beverages, illegal drugs, or persons who have been consuming those items will be allowed on the range or premises.
2. Shooter's glasses or tempered glasses must be worn at all times while inside the firing area. (prescription glasses accepted).
3. Hearing protection must be worn at all times while inside the firing area.
4. Children must be supervised at all times while on premises. Children under the age of 10 will not be allowed in the firing area.
5. No reloads, armor piercing, tracer, or explosive ammunition will be allowed.
6. Only firearms in good working condition are allowed on the firing line. (User is held responsible).

7. All fired rounds should be directed at a berm, metal target, or bullet trap.
8. No smoking is allowed on the premises.
9. All personnel shall comply with the four basic firearm safety rules:
 - a. Treat all firearms as if they are loaded.
 - b. Never allow the muzzle to cover anything that you are not willing to kill or destroy.
 - c. Keep your finger off the trigger until your sights are on target and you are ready to fire.
 - d. Know your target and what is beyond.
10. Additionally, the County shall provide and require the presence of a TCOLE certified firearms instructor at all times during which the County's personnel are using the premises.
11. Litter and cartridges resulting from the County's use shall be picked up and removed from the property by the County.
12. Off road driving is generally not permitted with the exception of instructor vehicles necessary for range set up, or those used during scenario-based shooting activities.
13. Students will park within the designated parking areas. A speed limit of 5 miles per hour is requested on range property to prevent unnecessary road damage.
14. The County will ensure all persons utilizing the Private Range Facility sign an acknowledgement of range rules and waiver of liability to be kept on file by the agency.
15. The 20-foot storage container is intended for the storage of target stands, steel targets, paper targets, hearing protection, target backers, cleaning supplies and other low cost items designed to facilitate firearms training. No valuables or sensitive items such as firearms or explosives should be stored within the container.

**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT
JOHNSON COUNTY SHERIFF'S OFFICE – SWORN EMPLOYEES**

1. In consideration for receiving permission to participate in firearms training at the Private Range Facility located at 11641 S. Interstate 35W, Grandview, TX 76050 (Johnson County): I hereby release, waive, discharge and covenant not to sue Marsha Adams, Individually, and d/b/a Diveley Holding Company, LLC. Its officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while participating in firearms training or upon the premises.

2. I am fully aware of risks and hazards connected with being on the premises and participating in firearms training, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in firearms training, and I hereby elect to voluntarily participate in the firearms training, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the firearms training conducted on the property, whether caused by the negligence of releasees or otherwise.

3. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; or I am under the supervision of a fully competent adult;
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this ___ day of _____ 20__

Participant Signature: _____ Printed: _____

Witness Signature: _____ Printed: _____

Rachel Sitler

From: Jim Simpson
Sent: Monday, October 17, 2022 5:52 PM
To: Paula G. Reid
Cc: Kay Hardin; Rachel Sitler; Rexann Knowles; Karen Charles
Subject: Dively Range lease agreement.
Attachments: Agenda Place - Diveley - Signed.pdf

Paula

You can put the Diveley Range Lease Agreement on the Agenda.

I suggest you use the wording:

Consideration and approval of lease Agreement between Johnson County and Diveley Holding Company, LLC for use of Firearms Training Range and associated Waiver of Liability.

This is identical to a document we approved previously, but with the beginning date changed.

Thanks,

Jim Simpson