

AGENDA PLACEMENT FORM

(Submission Deadline – Monday, 5:00 PM before Regular Court Meetings)

Date: 8/5/2024

Meeting Date: 8/12/2024

Submitted By: Richard Hogan

Department: Sheriff's Office

Signature of Elected Official/Department Head:

Adam King

Court Decision: <small>This section to be completed by County Judge's Office</small>


Description:

Consideration and approval of contract with JCSSA to provide a gun range for the Sheriff's Office

(May attach additional sheets if necessary)

Person to Present: Sheriff Adam King

(Presenter must be present for the item unless the item is on the Consent Agenda)

Supporting Documentation: (check one) PUBLIC CONFIDENTIAL

(PUBLIC documentation may be made available to the public prior to the Meeting)

Estimated Length of Presentation: 5 minutes

Session Requested: (check one)

Action Item Consent Workshop Executive Other _____

Check All Departments That Have Been Notified:

County Attorney IT Purchasing Auditor

Personnel Public Works Facilities Management

Other Department/Official (list) _____

**Please List All External Persons Who Need a Copy of Signed Documents
In Your Submission Email**

CONTRACT FOR USE OF JCSSA SHOOTING RANGE

2024

This contract is by and between Johnson County, hereinafter referred to as County and Johnson County Shooting Sports Association. This contract in its content and purpose is to satisfy the TCOLE requirement that Johnson County Sheriff's Office have a contract for use of a shooting range upon which such Sheriff's Office may train and qualify its officers in the use of firearms.

Whereas; Johnson County needs and desires the use of a shooting range for the purposes of training and qualifying officers and employees of the Johnson County Sheriff's Office in the use of firearms;

Whereas; Johnson County Shooting Sports Association owns a shooting range situated on property located at 6465 FM 3136 Alvarado, Texas 76009;

Whereas; Johnson County Shooting Sports Association is willing to allow the Johnson County Sheriff's Office to use the above described property for training and qualification of officers;

Johnson County, a political subdivision of the State of Texas, and Johnson County Shooting Sports Association agree and contract as set forth below.

1.

- a. **TERM** The term of this contract shall commence upon execution **September 1, 2024** and shall end on **August 31, 2025**. This Contract shall automatically renew and extend for an additional one year "Renewal Term" on **September 1st** of each succeeding year unless either party gives written notice not less than 60 days prior to the **1st 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 JCSSA 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 Agreement without additional specific consideration and approval by the Commissioners Court of Johnson County, Texas.
- b. **PAYMENT** Johnson county will pay to **JCSSA \$7,200.00** within 45 days of the execution of this contract by both parties and within 45 days following the beginning of each Renewal Term.

2.

Johnson County Sheriff's Office will use the range in accordance with Johnson County Shooting Sports Association's by-laws. In addition to the applicable by-laws;

- a. The gate will be locked upon entering and exiting the range and while anyone from the Johnson County Sheriff's Office is on-site.
- b. Johnson County Sheriff's Office will not share necessary keys and combination inside or outside the agency.
- c. Care will be taken not to destroy property (i.e. backstops) while using the range. If such damage, above and beyond normal shooting activity of should occur, Johnson County Sheriff's Office is responsible for repairing those damages. These damages will be reported to the Association president within 24 hours and repaired as quickly as reasonably possible.
- d. A Johnson County Training Coordinator or a TCOLE certified Range Officer will be present while any member of the Sheriff's Office is at range.**
- e. **Johnson County Training Coordinator or a TCOLE certified Range Officer** will conduct a pre-range and post-range inspection.
- f. Two weeks' notice will be given to the Johnson County Shooting Sports Association before any training is scheduled at the range. Training will be limited to business hours Monday-Friday. Johnson County Sheriff's Office is not exclusive and in no way precludes the use of the property by Johnson County Shooting Sports Association members. **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 JCSSA Range.**
- g. **This Agreement does not allow individual or unsupervised use of the range and is not intended as a "membership" or access for individual officers.**
- h. This Agreement authorizes access to the range for official Sheriff's Office activity only.

3.

EXPENSES. County shall supply all weapons, ammunition, targets and other supplies used in their training exercise.

4.

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.

5.

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.

6.

NO BOYCOTT OF ISRAEL OR DOING BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS. JCSSA verifies that 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. JCSSA further verifies that 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.

7.

NO CHILD SUPPORT OWED. JCSSA 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. JCSSA states that it is not ineligible to receive State or Federal funds due to child support arrearages.

8.

MULTIPLE COUNTERPARTS. This agreement may be executed in multiple counterparts.

9.

GOVERNING LAW. This contract will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising out of this agreement shall be Johnson County, Texas.

Address for Notice to JOHNSON COUNTY:

**Office of the Johnson County Judge
2 North Main Street
Cleburne, Texas 76031
Email: CJO@JOHNSONCOUNTYTX.ORG**

Copy to:

**Johnson County Sheriff
Johnson County Sheriff's Office**

1102 East Kilpatrick Street
Cleburne, Tx 76031
Email: SHERIFF@JOCOTX.ORG


Address for Notice to JCSSA:

PO Box 6
Mansfield, TX 76063

PRESIDENT: Bill Fairchild
PO Box 6
Mansfield, TX 76063
FAIRCHILD.BILL232@GMAIL.COM

APPROVED AS TO FORM AND CONTENT:

JOHNSON COUNTY:



Christopher Boedeker
As Johnson County Judge

8-12-24
Date

Attest: 

County Clerk, Johnson County



8-12-24
Date

JOHNSON COUNTY SHOOTING SPORTS ASSOCIATION (JCSSA):



Authorized Representative of JCSSA

07-30-2024
Date

Printed Name: Bill Fairchild Title: President