

STATE OF TEXAS §

COUNTY OF ECTOR §

**INTERLOCAL AGREEMENT
FOR USE OF FIRING RANGE**

This agreement is made and entered into on this the _____ day of _____, 2012 by and between E.C.I.S.D. Police referred to as "Guest Agency", and the City of Odessa (by and through the Odessa Police Department) for use of the Odessa Police Department Firing Range located at 3000 S. Dixie, Odessa, Texas.

Guest Agency hereby agrees to the following conditions in consideration for its use of the Odessa Police Department Firing Range, to wit:

1. The Guest Agency will schedule range time requests through the Odessa Police Department's Range Master or his designated Range Officer operating in his absence. All requests for range time will be made at least one month in advance. Any waiver of this notice requirement can be made only by the Chief of the Odessa Police Department or his designee. Cancellation of the requested range time shall be required at the earliest date possible by the Guest Agency.

2. All proposed combat courses to be used by the Guest Agency must be approved as to safety by the Odessa Police Department Range Officer or his representative.

3. Upon request and proper scheduling with the Range Master, Guest Agency will be permitted to use the Odessa Police Department's Shoot House under the following conditions:

- a. Guest Agency's use of the Shoot House must be under the direct supervision of a certified Shoot House Instructor;
- b. Guest Agency must provide Range Master with a certificate of certification as a Shoot House Instructor;
- c. Should Guest Agency desire to train with lime ammunition it must be frangible ammunition;
- d. Should Guest Agency wish to use the Shoot House for Force on Force Training, only simmunition and air soft weapons are permitted. In addition, all persons participating in the training shall use appropriate safety equipment, including but not limited to, head mask and throat protector.

4. Any damages caused to the range other than normal wear and tear and depreciation will be repaired or replaced by the Guest Agency.

5. Guest Agency agrees to the extent authorized by the Constitution and laws of the State of Texas, and those of the United States, to defend, indemnify, and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by Guest Agency's intentional or negligent breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Guest Agency, its officers, agents, associates, employees, or subcontractors, arising out of the use of the Firing Range, and regardless of whether the personal injury, death, property damage or other harm for which recovery of damages is sought is contributed to by the negligence of City, its officer, agents and employees.

6. The Guest Agency will furnish a firearms instructor certified by either T.C.L.E.O.S.E., the N.R.A. or the Federal Government to supervise the use of the firing range by the Guest Agency to include any and all combat courses which the Guest Agency should participate in.

7. The Odessa Police Department's Range Master or Range Officer shall be present during all training exercises. It will be the final determination of the Odessa Police Department Range Master as to the safety appropriateness of the use of any course of conduct by Guest Agency at the Odessa Police Department Firing Range.

8. The Guest Agency shall pay all costs incurred by the Odessa Police Department or the City of Odessa for Firing Range use except Firing Range time scheduled between 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding holidays. The cost for use at other times is to include overtime salaries paid to the Odessa Police Department Range Master or Range Officer for the periods of time outside 8:00 to 5:00 on normal business days. The Guest Agency will be notified in advance of any cost foreseen in using the range.

9. All range rules as outlined in the Odessa Police Department Range Rules (Exhibit A) shall be complied with by the Guest Agency and its personnel.

10. Any violation of the provisions of this agreement, the rules described in Exhibit A (Odessa Police Department Range Rules) or the directives of the Range Master or Range Officer may result in the Guest Agency being asked to leave the Range; and in addition, being denied the use of the Odessa Police Department Firing Range in the future.

11. This agreement shall continue in effect for a period of five (5) years from the date of its signing. Thereafter, this agreement shall be automatically renewed annually without further action of either party on the anniversary date of this agreement unless the Guest Agency has been denied use of the range for safety violations or unless either party submits written notice of their intention not to renew this agreement at least thirty (30) days prior to the anniversary date. The City of Odessa may terminate this Agreement at any time by providing thirty (30) days written notice of termination.

12. The agreement is for the benefit of employees of the Guest Agency who are peace officers, officers required to maintain a certain level of training in order to carry a weapon, or other employees empowered under Texas State Law to carry a sidearm as part of their duties of employment.

13. The governing body or commander of the Guest Agency must approve this agreement on behalf of the Guest Agency.

CITY OF ODESSA

Richard Morton, City Manager

“Guest Agency”

Hector Mendez, Superintendent