STATE OF TEXAS	§	**USE AGREEMENT FOR**
	§	**THE TARRANT COUNTY**
COUNTY OF TARRANT	§	**COLLEGE DISTRICT – FIRING RANGE**

1. PARTIES

This Agreement is made by and between the Tarrant County College ("TCC") and the City of Saginaw ("Saginaw"), pursuant to the authorities granted by Texas Local Government Code Chapter 791, Inter-local Cooperation Act, in order to allow the peace officers employed by Saginaw to adequately conduct firearms training within Tarrant County. Any reference to Tarrant County College or TCC in this Agreement means Tarrant County College, a political subdivision of the State of Texas.

2. TERM

This Agreement is effective from January 1, 2023 through December 31, 2025, unless otherwise terminated or modified as provided in this Agreement.

3. TCC RESPONSIBILTIIES

TCC agrees to make the Northwest Campus Firing Range (WPFR), restrooms, classroom, and related support facilities, available to Saginaw for its exclusive use for twenty (20), non-holiday bearing, days in each calendar year during the term of this Agreement for training purposes. A day is defined as two (2) 4-hour periods or one (1) 8-hour period.

TCC may utilize the funds paid by Saginaw as consideration under this Agreement at its discretion.

TCC agrees to ensure that no other users, including students or other TCC personnel, shall use the WPFR during the periods of time reserved for Saginaw, without the prior consent of Saginaw. Saginaw agrees to make payment to TCC within 30 days of the signing of this document.

4. SAGINAW RESPONSIBILITIES

Saginaw agrees it will only permit peace officers employed by Saginaw who are required by Saginaw to carry firearms as part of their official duties to access and utilize the WPFR.

Saginaw agrees to notify the WPFR Rangemaster no later than October 1 of each year of the specific weeks or other periods of time Saginaw requests the use of the WPFR during the upcoming calendar year.

Saginaw agrees to have a certified Rangemaster or Firearms Instructor for Saginaw on site at all times when Saginaw is utilizing the WPFR. The WPFR Rangemaster and Assistant Rangemasters may be onsite when Saginaw is utilizing the WPFR.

Saginaw agrees to adhere to the WPFR rules, policies, and regulations, as set forth by the WPFR Lead Coordinator – Rangemaster in writing, including any fees for shooting past the set hours of the WPFR .

Saginaw shall pay Twenty-Two Thousand, Five Hundred and No/100 Dollars ($22,500.00) to TCC, within thirty days after the execution of this Agreement, in consideration of the use of the WPFR as provided for in this Agreement.

5. TERMINATION

A. Without Cause: This Agreement may be terminated without cause by either party with sixty (60) days' notice in writing. If terminated by either party, a pro rata share of the payments made under this Agreement shall be refunded to Saginaw. The pro rata share will be defined as how many days, whole days (8 hours) and half days (4 hours), are remaining on the agreement beginning January 1, 2023 and ending December 31, 2025. A day is remaining on the agreement if Saginaw has not actually utilized the WPFR for that time when the notice of termination is given. A half day is worth $187.50 and a whole day is worth $375.00.

B. With Cause: TCC reserves the right to terminate the Agreement immediately with notice, in whole or in part, at its sole discretion, for the following reasons:

1. Significant failure of Saginaw personnel to follow written safety rules, policies, and regulations. Prior to any such termination the WPFR Rangemaster shall contact the Rangemaster or Firearms Director for Saginaw and give notice of the violations. Saginaw shall have 30 days to correct the violations.

2. Failure of Saginaw to make payment as required under this Agreement.

C. With Cause: Saginaw reserves the right to terminate the Agreement immediately with notice for the following reasons, and upon such termination the pro rata formula in Section 5.A will apply:

1) TCC fails to adequately maintain and secure the facility.
2) TCC fails to provide the minimum required range times.
3) TCC fails to provide the range times at reasonable times throughout the year. Prior to any such termination, the Saginaw PD liaison will contact the WPFR Rangemaster to discuss alternate dates. TCC will be allowed 30 days to make any corrections.

6. INDEMNIFICATION

To the extent allowed by law and without waiving any immunities or protections afforded by law, TCC shall indemnify and hold harmless Saginaw for any and all claims, losses, damages, causes of actions, injuries, including death, of whatever kind arising from or related to the selection, installation, operation, maintenance, repair, or removal of all or any part of the WPFR, equipment, and support facilities.

To the extent allowed by law and without waiving any immunities or protections afforded by law, Saginaw agrees to hold harmless and indemnify TCC from and against any claim, loss, damage, cause of action, expense and/or liability resulting from Saginaw's exercise of its rights and privileges under this Agreement whenever such claim, loss, damage, cause of action, expense and/or liability arises from a negligent or wrongful act or omission by an employee of Saginaw while acting within the scope of his or her employment.

7. NOTICE

Any notice or certification required or permitted to be delivered under this Agreement shall be deemed to have been given when personally delivered, or if mailed, seventy-two (72) hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the contact person, or the successor to that position, shown at the respective addresses set forth below, or at such other addresses as shall be specified by written notice delivered in accordance herewith:

SAGINAW PD
Russell Ragsdale
Chief of Police
505 W. McLeroy Boulevard
Saginaw, TX 76179

TCC - WPFR
Adam Bush, Lead Coordinator – Rangemaster
Firing Range
WPFR – 1102D
4801 Marine Creek Parkway
Fort Worth, Texas 76179

A copy of any notices will also be sent to:

Tarrant County College District
Attention: Office of the Chancellor
300 Trinity Campus Circle
Fort Worth, Texas 76102

8. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including any Exhibits and Attachments, constitutes the entire agreement between the parties and supersedes any other agreement concerning the subject matter of this transaction, whether oral or written. No modification, amendment, notation, renewal or other alteration of this Agreement shall be effective unless mutually agreed upon in writing and executed by the parties.

9. COUNTERPARTS, NUMBER/GENDER AND HEADINGS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural, and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

10. SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid, void or unenforceable, this determination will not affect the legality or validity or any of the remaining provisions. The unenforceable, void, invalid, or illegal provision will be deemed stricken and deleted, but the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

11. IMMUNITY

This Agreement is expressly made subject to TCC's and Saginaw's Governmental Immunity, including, without limitation, any immunity created or preserved by Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal laws. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit, any immunities from liability, or any limitation of tort liability that TCC or Saginaw has by common law, by operation of law or otherwise. Nothing in this Agreement is intended to benefit any third party beneficiary.

12. COMPLIANCE OF LAWS AND VENUE

In providing services required by this Agreement, TCC and Saginaw must observe and comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable federal, State, and local statutes, ordinances, rules, and regulations.

This Agreement must be authorized by the governing body of each party to the Agreement.

All payments made under this Agreement must be made from current revenues available to the paying party.

13. RELATIONSHIP OF PARTIES

TCC is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of Saginaw. Saginaw is an independent contractor and not an agent, servant, joint enterpriser, joint venturer, or employee of TCC. TCC and Saginaw agree and acknowledge that each entity shall be responsible for its own acts, forbearance, negligence and deeds and for those of its agents or employees in conjunction with the performance under this Agreement.

14. SIGNATORY WARRANTY

TCC and Saginaw represent that each has the full right, power and authority to enter and perform this Agreement in accordance with all of the terms and conditions, and that the execution and delivery of this Agreement have been made by authorized representatives of the parties to validly and legally bind the parties to all terms, promises and provisions set forth in this Agreement.

EXECUTED THIS _____ DAY OF _____ 20___.

SAGINAW:

_____
Todd Flippo, Mayor

_____
Russell Ragsdale, Chief of Police

ATTEST:

_____
Janice England, City Secretary

***Approved as to Form:**

_____
By: Bryn Meredith, City Attorney

TCC:

_____
Sonya Brown, Ed.D. Dean – PSSBS, TCC-NW

_____
Steve Keller, Director PSTC, TCC-NW

_____
Adam Bush, Coordinator – Rangemaster, WPFR

***Approved as to Form:**

_____Previously Approved 4.13.2021_____
By: Carol Ware Bracken, Associate General Counsel