

**AGREEMENT BETWEEN FORT BEND COUNTY
AND THE CITY OF RICHMOND, TEXAS
PROVIDING FOR ACCESS TO AND USE OF A FIREARMS RANGE FOR TACTICAL
BREACHING DOOR TRAINING**

THIS AGREEMENT (Agreement) is entered into between **Fort Bend County on behalf of the Fort Bend County Sheriff's Office, ("FBCSO")** and the **CITY OF RICHMOND (Richmond)** providing for Richmond to allow FBCSO access to, and use of, a Firing Range for Tactical Training with Breaching Door. The range is located at 200 Clay Road in Richmond, Texas.

Agreement

Richmond grants FBCSO the non-exclusive use of the Richmond Firing Range located at 200 Clay Road for Tactical Breaching Door Training. FBCSO agrees to require its employees to abide by all rules, policies and procedures established by Richmond pertaining to the use of the Firing Range. A FBCSO Firearms/Tactical Training instructor will be present at any time a FBCSO employee is using the Firing Range for Breaching Door Tactical Training.

The FBCSO will be responsible for permanent installation of a Breaching Door at a location agreed upon by Richmond and FBCSO.

FBCSO and any agency wishing to use the Breaching Door for tactical training must schedule such use through the Richmond PD Range Master.

Any agency wishing to use the Breaching Door for tactical training must supply its own resources and equipment. This includes all required parts (breaching pins) which are needed to properly use the door, as well as a Firearms/Tactical Training instructor

Any agency that causes damage to the Breaching Door to a point where it is not able to properly function is responsible for the repair or replacement of the Breaching Door.

Insurance

Each party is responsible for its own negligent actions. Each party will procure and maintain, at its sole cost and expense, insurance coverage, including comprehensive liability, personal injury, property damage, and workers compensation, with such limits of coverage and deductibles as are prudent and reasonable for the protection of itself, its personnel, and its equipment. Each party may require the other party to provide it with certificates of insurance, copies of policies or other evidence of compliance with the provisions of this paragraph.

Term

This Agreement is effective on the latter of the dates signed by both parties, and is valid until December, 2015 (Initial Term). Upon expiration of the Initial Term, this Agreement shall automatically continue in effect for five successive one year terms, subject to the right of either

party to terminate this Agreement at the end of the Initial Term or at the end of any of the successive one year terms, by giving written notice to the other at least 30 days prior to the expiration of the term.

Notice

Any notice required to be given must be in writing and will be served by depositing same in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested; or by facsimile. For purposes of notice, the addresses of the parties shall be as follows:

If to FBCSO: Troy Nehls, Sheriff
Fort Bend County Sheriff's Office
1410 Williams Way
Richmond, TX 77469
w/copy to: Fort Bend County
ATTN: County Judge
401 Jackson
Richmond, TX 77469

If to Richmond: Gary W. Adams, Chief of Police
City of Richmond
600 Preston Street
Richmond, TX 77469

From time to time either party may designate another address by giving the other party at least ten days advance notice of such change of address.

This Agreement represents the entire agreement between FBCSO and Richmond and supersedes all prior negotiations, representations, or contracts, either written or oral related to the Firing Range. This Agreement may be amended only by written instrument signed by both parties.

Fort Bend County

Robert Hebert

Robert Hebert, County Judge

Date: 9-8-2015

Richmond Police Department

Gary W. Adams

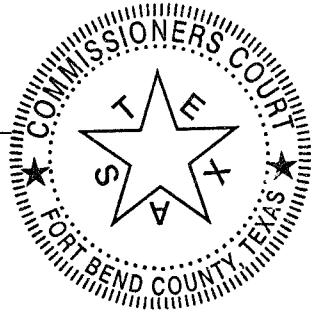
Gary W. Adams, Police Chief

Date: 8/29/2015

Attest:

Laura Richard

Laura Richard, County Clerk



Reviewed:

July E. Neff

FBC Sheriff