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**CITY COUNCIL AGENDA ITEM**

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**TO:** Mayor & City Council

**DATE:** May 7, 2010

**FROM:** John McDonough, City Manager

**AGENDA ITEM:** IGA with Paulding County for Firearm Range Use

**MEETING DATE:** For Submission onto the May 18, 2010 City Council Regular Meeting Agenda

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*BACKGROUND INFORMATION: (Attach additional pages if necessary)*

See attached:

Memorandum  
IGA

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APPROVAL BY CITY MANAGER:  APPROVED

\_\_\_\_\_ NOT APPROVED

PLACED ON AGENDA FOR: 5/18/10

CITY ATTORNEY APPROVAL REQUIRED: (  ) YES (  ) NO

CITY ATTORNEY APPROVAL: 

REMARKS:

TO: John McDonough, City Manager

FROM: Terry L. Sult, Chief of Police

DATE: May 7, 2010, for Submission onto the Agenda of the May 18, 2010, City Council Meeting

ITEM: IGA with Paulding County for Firearm Range Use

***Police Chief Recommendation:***

The Sandy Springs Police Department recommends approving an IGA with Paulding County for use of the Paulding County Sheriff's Office firearm facility.

***Background:***

The Sandy Springs Police Department currently does not have consistent access to firearm training facilities for mandatory firearms training and certification.

***Discussion:***

The Sandy Springs Police Department seeks to stabilize firearm training facilities for consistent access now and into the future. Approximately 60% of SSPD firearms training will be conducted through an agreement with the Sandy Springs Gun Club expected to open in June 2010. This facility is not suitable for the training and qualification of long rifle and tactical firearm operations. The IGA with Paulding County will insure the SSPD can meet all training requirements and allow for predictable and efficient scheduling.

***Alternatives:***

Adopt the IGA to secure a training site for mandatory firearms training or continue attempting to locate an available suitable facility for use on a class by class basis.

***Financial Impact:***

None from the general fund for the first two years as initial IGA costs (\$18,000) will be paid from police department drug forfeiture funding.

***Attachments:***

- Intergovernmental Agreement for the Use of Paulding County Firing Range

INTERGOVERNMENTAL AGREEMENT FOR THE  
USE OF THE PAULDING COUNTY FIRING RANGE

THIS AGREEMENT, dated this \_\_\_\_\_ day of \_\_\_\_\_, 2010 (hereinafter referred to as the "Agreement), by and between PAULDING COUNTY, GEORGIA (hereinafter referred to as "Paulding County") and the CITY OF SANDY SPRINGS, GEORGIA (hereinafter referred to as "Sandy Springs").

WITNESSETH:

WHEREAS, Paulding County operates and maintains the Paulding County Firing Range (hereinafter referred to as the "Firing Range" at 600 County Services Lane, Dallas, Georgia and agrees to allow Sandy Springs to use the Firing Range in accordance with the terms and conditions of this Agreement: and

WHEREAS, Sandy Springs agrees to use the Firing Range in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree to be legally bound as follows:

1. Permitted Use. Paulding County does hereby agree to allow Sandy Springs to use the Firing Range for the education and training of its law enforcement personnel, defined as any employee or volunteer of Sandy Springs who qualifies as a peace officer pursuant to O.C.G.A. § 35-8-8, as well as any employee enrolled in the approved Basic Mandate Course as approved and governed by the Georgia P.O.S.T. Council.
2. Description of Firing Range. The Firing Range includes a shooting range and classroom areas.
  - a) The shooting range currently has 20 firing points for shooting at distances up to 25 yards and 3 firing points for shooting up to 100 yards.
  - b) The classroom currently has 1 room which can seat approximately 30 students or be used to conduct physical activity.
3. Use of the Firing Range.
  - a) Sandy Springs may use the Firing Range on such dates(s) and time(s) as agreed upon by the Paulding County Range Master and the Sandy Springs Department Training Coordinator.
  - b) Sandy Springs shall provide all ammunition, weapons, targets and hearing/eye protection to be used by its law enforcement personnel as defined in paragraph 1 of this Agreement.
4. Payment. In consideration of its use of the Firing Range, Sandy Springs shall make a single payment of \$18,000.00 to be used for the moving and

expanding of the existing shooting lanes and upgrading the targeting system at the Firing Range. This payment shall be due and payable on or before June 1, 2010.

5. Term. This Agreement shall be effective June 1, 2010 and shall continue in effect until June 1, 2012.
6. General Provisions for Use.
  - a) Any on-site Firearms Training System (F.A.T.S.) equipment, including weapons, ammunition and accessories, shall be kept locked at all times when not in use in space provided by Paulding County for that purpose at the Firing Range.
  - b) Sandy Springs personnel shall abide by all rules posted at the Firing Range.
  - c) Sandy Springs personnel are responsible for cleaning up and restoring the Firing Range after each use to the same condition as existed at the beginning of the use.
7. Special Provisions for Firing Range.
  - a) A certified firearms instructor shall be present at all times when the range is in use. If, in the judgment of the firearms instructor, any person's use of the range presents a safety hazard, the instructor may require that person to cease use of the range or leave the premises altogether.
  - b) The range equipment shall be maintained solely by Paulding County.
  - c) Only ammunition authorized by the respective policies of Paulding County and Sandy Springs shall be authorized for use at the Firing Range.
8. Applicable Laws. At all times herein, each party to this Agreement shall strictly adhere to all applicable federal and Georgia laws, rules, regulations and county ordinances.
9. Indemnity.
  - a) To the extent authorized by law and with the exception of those caused by or resulting from the sole negligence of Paulding County, its officers, agents or employees, Sandy Springs shall indemnify, save and hold harmless Paulding County against all claims, damages, liability and court awards, including costs, expenses and attorney's fees incurred as a result of any alleged negligent act or omission of Sandy Springs or its employees, which occurred or is alleged to have occurred during or related to this use of the firing range.
  - b) To the extent authorized by law, and with the exception of those caused by or resulting from the sole negligence of Sandy Springs, its officers, agents or employees, Paulding County shall indemnify, save

and hold harmless Sandy Springs against all claims, damages, liability and court awards, including costs, expenses and attorney's fees incurred as a result of any alleged negligent act or omission of Paulding County or its employees, which occurred or is alleged to have occurred during or related to this use of the firing range.

10. Damages to Firing Range.

- a) Paulding County shall be responsible for and use reasonable care to maintain the Firing Range in a reasonable and satisfactory condition during the term of this Agreement. Sandy Springs shall report any damage or disrepair it discovers during its use of the Firing Range to the Paulding County Sheriff's Office training staff.
- b) Any misuse and/or negligent use of the Firing Range by Sandy Springs resulting in damage to the Firing Range or its contents beyond normal wear and tear shall be noticed for repair by Sandy Springs, stating the date by which the repair shall be made. If Sandy Springs fails to make the repair within the time required in the notice, the repair may be completed by Paulding County or its contractor with costs to be billed to and paid by Sandy Springs.

11. Early Termination. In the event that the Firing Range is no longer available to Sandy Springs due to condemnation, total or partial destruction or any other reason, Sandy Springs' sole right and remedy shall be a refund to be calculated by dividing its total monetary payment by the total term, in months, of this Agreement and multiplying the resulting monthly portion by the number of months unused. However, Sandy Springs shall not be entitled to a refund in the event of early termination for any reason other than Paulding County's failure to make the Firing Range available to Sandy Springs.

12. Hazardous Materials. Sandy Springs understands that certain hazardous materials, principally airborne lead, are present at the Firing Range and will take all necessary precautions to protect its employees from the risk associated with the presence of hazardous materials.

13. Relationship of Parties. The parties enter into this Agreement as separate, independent governmental entities and maintain such status throughout. This Agreement shall not be deemed or construed as making either party the agent or representative of the other party. Neither party shall have the authority to bind the other party in any respect.

No Assignment. The parties shall not assign this Agreement, any interest or any part thereof or any right or privilege pertinent thereto, without the other party's prior written consent.

14. Entire Agreement. This Agreement embodies the entire agreement of the parties. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind of nature not set forth herein. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by all parties.

15. Applicable Law, Severability. The laws of the State of Georgia shall be applied in the interpretation, execution and enforcement of this Agreement. Any provision rendered null and void by operation of law shall not invalidate the remainder of this Agreement to the extent that this Agreement is capable of execution.

16. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Paulding County:

With copies to:

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Sandy Springs:

With copies to:

Terry L. Sult  
Chief of Police  
Sandy Springs Police Department  
5995 Barfield Rd  
Sandy Springs, Ga 30328

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

PAULDING COUNTY, GEORGIA

By: \_\_\_\_\_  
Name: David Austin  
Title: Chairman of the Board of Commissioners

Attest:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Gary Gullede  
Title: Sheriff, Paulding County

Attest:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY OF SANDY SPRINGS, GEORGIA

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_