



Christian County Commission

100 West Church St, Room 100
Ozark, MO 65721

SCHEDULED

MEETING ATTACHMENTS (ID # 4572)

Meeting: 10/15/24 1:30 PM

Department: County Clerk

Category: Meeting Items

Prepared By: Madi Hires Raines

Initiator: Madi Hires Raines

Sponsors:

Doc ID: 4572

Meeting Attachments

ATTACHMENTS:

1 - 15 OCT 2024 SHERIFF - SPARTA RANGE AGREEMENT - FULLY EXECUTED

LICENSE AGREEMENT

THIS LICENSE AGREEMENT made on the 17th day of October, 2024, by and between the **CITY OF SPARTA, MISSOURI**, a Missouri Corporation, hereinafter referred to as "**SPARTA**", and the **CHRISTIAN COUNTY SHERIFF'S OFFICE**, a Missouri not-for-profit corporation, hereinafter referred to as "**Christian County Sheriff's Office**".

WITNESSETH:

WHEREAS, Sparta owns and operates a firearms range and training facility in Sparta, Christian County, Missouri, which provides firearms and tactical training to law enforcement officers; and

WHEREAS, Christian County Sheriff's Office seeks to utilize Sparta's firearms range, targets and classroom facility to conduct firearms training and periodic qualifications for members of the Christian County Sheriff's Office workforce.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter set forth, Sparta hereby grants a License to Christian County Sheriff's Office for use, on a non-exclusive basis, of the Sparta firearms range located at: 653 Industrial Park Road, Sparta, Missouri, in Christian County, Missouri and the targets, classroom building, and other improvements located on the real property (said real property, building, targets, equipment and improvements are hereinafter referred to as the "Premises") for the term and upon the conditions and agreements hereinafter set forth:

1. TERM: RENEWAL; TERMINATION:

1.1 Subject to Section 1.2, the initial term of this License Agreement shall commence on January 1, 2025 (the "Commencement Date") and expire on December 31, 2028 (the

1.2 "Ending Date".

1.3 Termination of the term will terminate upon the earliest of any of the following events:

(a) Expiration of the Term of this License Agreement; or any option term.

(b) If Christian County Sheriff's Office or Sparta is at any time in default of any provision of this License agreement, then the party not in default shall have the right to terminate this agreement upon sixty (60) days written notice to the other party.

2. **RENT. Base Rental.** During the initial Term of the License Agreement, Christian County Sheriff's Office agrees to pay Sparta base rental (the "Base Rental") for the Premises in the sum of Two Thousand, and No/100 Dollars (\$2,000.00), payable in advance on the first (30th Day of January 2025. Base Rental shall be paid to The City of Sparta, Missouri, by negotiable instrument to, City of Sparta.

3. **USE OF PREMISES.** Upon prior verbal notice, or written, to Sparta, Christian County Sheriff's Office shall be permitted to use and occupy the premises, on a non-exclusive basis, for the purpose of individual or group firearms training and periodic firearms qualification of Christian County Sheriff's Office. Christian County Sheriff's Deputies shall be permitted to utilize the firearms range, targets, and classroom facility located on the premises from 8:00am to 10:00pm, seven (7) days a week during the term of this License Agreement provided however, Christian County Sheriff's Office shall not utilize

those portions of the premises, that is already being utilized for classes or training activities. Christian County Sheriff's Office regular officers and reserve officers may schedule with Sparta and shall have the right to utilize the range on the premises, during normal business hours, for individual firearms practice and skill development. Christian County Sheriff's Office shall not use the premises in any manner which interferes with Sparta's use of the premises in the normal course of its business operations. All Christian County Sheriff's Office Members shall abide by the rules and directives of Sparta with respect to the use of the premises, its firearm range, and targets. The Sparta Police Chief, in his sole discretion, shall be permitted to restrict the use of the premises to any Christian County Sheriff's Office who engage in unsafe conduct or fail to follow Sparta's range rules or its officers' directives.

4. **CONDITION OF PREMISES.** Christian County Sheriff's Office acknowledges that neither Sparta nor any agent or employee of Sparta has made any representations or warranties with respect to the premises or any target, or structure located thereon with respect to the suitability thereof for the purposes of Christian County Sheriff's Office utilizing the premises. Sparta has no obligation under this License Agreement to maintain or keep in repair, any improvements or targets located on the premises. Sparta shall not be liable for any loss or damage caused by any failure to so maintain or keep in repair the aforementioned portions of the demised premises.
5. Christian County Sheriff's Office agrees that it will maintain all ranges, targets, and structures in the same condition as they existed at the commencement of this License Agreement during the term thereof, ordinary wear and tear excepted, and shall remove, all brass casings, shotgun shell hulls and other litter or debris from any firearms ranges at the

conclusion of its use. Christian County Sheriff's Office shall routinely repair and/or replace any boards or other wood on which targets are mounted that become damaged by Christian County Sheriff's Office's use of the Premises. .

6. **COX-HEALTH PERSONAL PROPERTY.** Sparta shall not be liable for any damage to Christian County Sheriff's Office property or injuries to Christian County Sheriff's Office except damage caused by the intentional conduct of Sparta employees or agents.
7. **WAIVER.** Sparta, its agents and employees, shall not be liable for, and Christian County Sheriff's Office waives all claims for damages, including, but not limited to consequential damages to persons, property, or otherwise sustained by Christian County Sheriff's Office, or any person claiming through Christian County Sheriff's Office, resulting from any accident or occurrence in or upon any part of the premises including, but not limited to, claims for damages resulting from:
 - a. Damage to or loss by theft or otherwise to property of Christian County Sheriff's Office.
 - b. Acts or omissions of persons on the premises; or
 - c. Water, snow, or ice upon the premises.
 - d. All property of Christian County Sheriff's Office kept on the premises shall be so kept at its risk only and Christian County Sheriff's Office shall hold Sparta harmless from claims arising out of damages to the same.
7. **SURRENDER OF PREMISES.** At the termination of this License Agreement, Christian County Sheriff's Office shall surrender and discontinue its use of the premises and shall have the right to remove any equipment or other personal property placed on the premises by Christian County Sheriff's Office.

8. NOTICES. Except for verbal notices permitted above, any written notice required or permitted to be given hereunder shall be in writing and may be given by personal delivery, facsimile transmission or by mail, and if given by mail, shall be deemed given on the date postmarked if sent by registered or certified mail, postage prepaid, return receipt requested, addressed to: Christian County Sheriff's Office or Sparta at the address noted below the signature of the respective parties, as the case may be.

If to Sparta: _____ City of Sparta
200 North Ave.
P. O. Box 246
Sparta, MO 65753

9. ENTIRE AGREEMENT. This License Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no prior agreements or understanding regarding any such matter shall be effective for any purpose, no provision of this License Agreement shall be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors or interest. If any provision of this License Agreement shall be declared invalid or unenforceable, the remainder of the License Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this License Agreement on the day and year first above written.

THE CITY OF SPARTA, MISSOURI

Dated: 10-17-24

By: Misty Holt
Mayor Misty Holt

CHRISTIAN COUNTY SHERIFF

Dated: 10/1/2024

By: Brad Cole
Brad Cole, Sheriff

CHRISTIAN COUNTY, MISSOURI

Dated: 10-15-24

Lynn Morris
Lynn Morris, Presiding Commissioner

Dated: 10-15-24

Hosea Bilyeu
Hosea Bilyeu, Western Commissioner

Dated: 10-15-2024

Bradley A. Jackson
Bradley A. Jackson, Eastern Commissioner

ATTEST:

Paula Brumfield
Paula Brumfield
Clerk of the County Commission
By: EF 10/15/24

APPROVED AS TO FORM:

N. Austin Fax
N. Austin Fax, County Counselor