

AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2012, by and between SEDGWICK COUNTY, KANSAS, hereinafter referred to as "County," and YOUNG HUNTERS SAFETY, INC., hereinafter referred to as "YHSI."

WITNESSETH:

WHEREAS, YHSI is duly incorporated and empowered to operate and supervise a shooting range for the public;

WHEREAS, County has a shooting range available for use by the public, which is located at Lake Afton Park and which is known as Lake Afton Public Shooting Range;

WHEREAS, YHSI is suited to operate and supervise such range for the public;

WHEREAS, it is in the best interest of County to authorize the operation and supervision of said range by YHSI; and

WHEREAS, County and YHSI desire to enter into this Agreement whereby YHSI will become the exclusive operator and supervisor of the Lake Afton Public Shooting Range in accordance with the covenants, terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the premises and of the mutual covenants, terms and conditions herein contained, the parties do hereby agree as follows:

1. TERM. The term of this Agreement shall be for a period of five (5) years commencing on the **1st day of March, 2012**, conditioned upon acceptance and execution of this Agreement by both parties by their duly authorized representatives and the filing hereof with the Sedgwick County Clerk. Thereafter, this agreement will automatically renew for a term of one (1) year for four (4) consecutive years unless either party gives the other party written intent to not renew prior to the expiration of the then current term.
2. PURPOSE AND INTENT. The purpose and intent of this Agreement is to allow YHSI the exclusive use of certain county owned property for providing a public shooting range at Lake Afton Park in Sedgwick County, Kansas, to be known as "Lake Afton Public Shooting Range" (or the "premises") pursuant to the "Five Year Plan" dated January 2012, and which is attached hereto and marked as "Attachment A" and incorporated herein by reference. Nothing in this Agreement, however, commits County to expenditure of funds for the improvements contemplated by said plan if and until allocation and commitment of such funds are approved by County through its regular budget process, or until alternative methods of funding such improvements are made available and are accepted by County. All additional structures, improvements and appurtenances to the Lake Afton Public Shooting Range shall become the property of County. The particular property to be used by YHSI is described on the diagram attached hereto and marked as "Attachment B" and incorporated herein by reference.
3. YHSI AGREES TO:

- A. Operate and supervise the Lake Afton Public Shooting Range, including:
1. Establishing days and hours of operation for public shooting, shooting of particularized firearms, competitive events and special programs such as, but not limited to, the "Young Hunter Safety Clinic";
 2. Allowing Sheriff's Office personnel access to the shooting range whenever scheduling is approved through YHSI officers to avoid scheduling conflicts. A key to the premises will be provided to the designated Sheriff's Office representative. When Sheriff's Office is on the premises, its personnel may allow access to restrooms and well house located thereon is permitted when those facilities are operable. At such times, Sheriff's Office may allow access to other law enforcement officers at its discretion; and
 3. Providing an on-site certified Hunter Education or Firearms instructor at all times when the Lake Afton Public Shooting Range is open for any reason relating to the operation of any firearm.
- B. Prior to March 1, 2012 and prior to December 15 of each year thereafter, provide the County Counselor with a Certificate of Insurance evidencing insurance coverage of YHSI, its members, agents, servants, employees, guests, invitees and participants, in the minimum aggregate amount of Five Hundred Thousand and no/100 Dollars (\$500,000.00) for bodily injury and/or property damage arising out of any one accident or occurrence, and naming "**Board of County Commissioners of Sedgwick County, Kansas and County's employees and agents**" as additional insureds. Such Certificate shall be provided in such a manner to show that there is no lapse in coverage at any time during the term of this Agreement. YHSI must advise County's Risk Manager via fax (316/383-7674) or email (mmcbride@sedgwick.gov) within ten (10) calendar days of the cancellation or substantive change of any insurance policy required herein. YHSI further agrees that this Agreement becomes null and void at any time if such lapse occurs and that YHSI's authority to operate and supervise the Lake Afton Public Shooting Range ceases upon such lapse of insurance. Further, the parties hereto agree that re-instatement of YHSI's authority to operate and supervise the Lake Afton Public Shooting Range shall be conditioned upon the insurance required having been reinstated AND upon acceptance of evidence thereof by the Sedgwick County Counselor and by the Sedgwick County Risk Manager. Further, failure to maintain insurance coverage in the minimum amount specified above, failure to give notice of cancellation or substantive change in the insurance policy and/or failure to provide a certificate evidencing such coverage may each be considered a material breach of this Agreement.
- C. Provide the County Counselor with a Certificate of Good Standing issued by the Kansas Secretary of State prior to March 1, 2012 and prior to December 15 of each year thereafter during the term of this Agreement.
- D. Provide the County Counselor with a list of the names, addresses and daytime phone numbers of the officers of YHSI who are in office as of the date of this Agreement, and with updated lists each time such officers change whether through election or resignation and replacement, or for any other reason.
- E. Prior to March 1, 2012 and prior to December 15 of each subsequent year thereafter, YHSI shall provide the Park Superintendent and the designated Sheriff's Office

representative with the schedules of shooting dates for public shoots, shoots for particularized firearms, competitive events, and special programs such as, but not necessarily limited to the "Young Hunter Safety Clinic."

- F. Provide to the Park Superintendent an annual report regarding all operations of the Lake Afton Public Shooting Range on or before December 15 of each year during the term of this agreement.

YHSI shall maintain appropriate books of accounts as to all monies handled in connection with the operation of Lake Afton Public Shooting Range and file with the Park Superintendent by December 15 for each year of this agreement an annual operating report covering all financial transactions of the preceding year of the term of this Agreement. YHSI shall make books of accounts open to inspection by any representative of County at any time.

- G. Comply with the provisions of the Kansas Act Against Discrimination, K.S.A. 44-1001 *et seq.*

1. YHSI shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.
2. In all solicitations or advertisements for employees, YHSI shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
3. If YHSI fails to comply with the manner in which YHSI reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031, YHSI shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
4. If YHSI is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Kansas Human Rights Commission which has become final, YHSI shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
5. YHSI shall include the provisions of paragraphs 1 through 4 inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

- H. To the fullest extent permitted by law, YHSI shall defend, indemnify, and hold harmless the County, its Board of County Commissioners, officials, and employees from and against all claims, damages, losses, and expenses arising or resulting from performance under this Agreement, including but not limited to attorney's fees, providing such claim, damage, loss or expense is caused in whole or in part by an act or omission of YHSI, anyone directly or indirectly employed by YHSI, its volunteers, servants or agents or anyone for whose acts YHSI may be responsible or liable, regardless of whether or not caused by a party indemnified hereunder. However, the amount of such indemnification by YHSI shall not exceed \$500,000 for any number of claims arising out of any single occurrence or accident.

- I. Hold County harmless in all respects and in any manner from any and all liens including, but not limited to, mechanical liens for encumbrances of every kind, nature and description which may arise during the terms of this Agreement, and to promptly pay all claims for labor and material arising out of any construction of any improvements made at Lake Afton Public Shooting Range.
- J. Comply with any and all applicable laws, statutes, codes and regulations including, but not necessarily limited to, zoning and building permits and health and sanitation requirements.
- K. Devote any and all net income derived from the Lake Afton Public Shooting Range to its further operation, development and improvement, or to the support of the Hunter Education Program.
- L. Maintain the Lake Afton Public Shooting Range (including shelters, buildings and surrounding fences). Maintenance of the premises shall include, but not be limited to, keeping the premises in sanitary condition and free of debris. Such maintenance shall be at YHSI's expense (except as stated in paragraphs 4.C and 4.D) and includes, but is not limited to, keeping all ways of access to public utilities (sidewalks, entries, doors, passages, vestibules, halls, corridors, stairways, passageways) on the premises unobstructed.
- M. Conduct activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized governmental agencies responsible for public safety to secure such safety.
- N. Refrain from bringing onto the premises any material, substances, equipment, or object which is likely to endanger the life of, or cause bodily injury to any person on the premises or which is likely to constitute a hazard to property thereon; however, the possession of legal firearms is not prohibited by this Agreement. County shall have the right to refuse to allow any such material, substances, equipment or object to be brought on the premises; further, County shall have the right to require its immediate removal from the premises.

4. COUNTY AGREES TO:

- A. Provide a person in the position of Lake Afton Park Superintendent to serve as a contact person between YHSI and County and who shall also approve all dates of operation of Lake Afton Public Shooting Range planned or contemplated by YHSI.
- B. Provide the use of Lake Afton Public Shooting Range (within the fence perimeter) to YHSI. YHSI may periodically use the area immediately surrounding the Shooting Range for related activities not involving shooting, provided the Park Superintendent has given YHSI prior approval to do so.
- C. Provide for the premises: electricity, trash service, and use of a mower.
- D. Require Sheriff's Office deputies using the premises to clear their shell casings and any other debris caused by them from all areas of the premises prior to leaving.

- E. Require Sheriff's Office to designate a representative for coordinating access to the premises as provided in paragraph 3.A.2.
 - F. Require Sheriff's Office to post a sign indicating the premises is in use by Sheriff's Office at times when YHSI has authorized its personnel to have access.
 - G. To the fullest extent permitted by law, County shall defend, indemnify, and hold harmless YHSI and its employees, officers, and agents from and against all claims, damages, losses, and expenses arising or resulting from performance under this Agreement, including but not limited to attorney's fees, providing such claim, damage, loss or expense is caused in whole or in part by an act or omission of County, anyone directly or indirectly employed by County, its volunteers, servants or agents, or anyone for whose acts County may be responsible or liable, regardless of whether or not it is caused by a party indemnified hereunder. However, the amount of such indemnification by County shall not exceed \$500,000 for any number of claims arising out of any single occurrence or accident.
5. CONCESSIONS. The parties agree that YHSI may provide concessions in conjunction with the operation and supervision of the Lake Afton Public Shooting Range provided, however, that:
- A. Such concessions shall be of a portable nature only and are to be removed from the range premises when not in use; and
 - B. Such concessions shall meet all standards and requirements of the Sedgwick County Health Department relating thereto; and
 - C. Except as stated in paragraph 4.C above, YHSI shall furnish all necessary equipment, supplies and utilities for cooling, refrigerating, cooking or heating purposes; and
 - D. YHSI shall not sell or offer for sale any food or drink for immediate consumption unless said food or drink is wrapped or boxed to prevent contamination by flies, dust, dirt or other contaminants; all food or drink vending machines or apparatus shall be constructed and maintained so that no contamination of unwrapped food or drinks served by such machines may occur whether from vending or storage; and
 - E. All soft drinks shall be dispensed in a recyclable container excluding glass containers.
6. INTERRUPTION. County shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of Park Superintendent, exercised in good faith, such act is necessary in the interest of public safety. If the Sedgwick County Fire Marshal determines that the number of persons admitted to the premises exceeds that allowed by the County Fire Code, the Park Superintendent may interrupt or terminate performance and take such other reasonable action to reduce the population to the proper levels.
7. AMENDMENTS. This Agreement may be modified, changed or amended from time to time during its term only as may be mutually agreed upon by both parties hereto, reduced to writing, executed by the duly authorized representatives, and the filing thereof with the Sedgwick County Clerk.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized representatives the day and year first above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

KELLY B. ARNOLD
Sedgwick County Clerk

TIM R. NORTON, Chairman
Commissioner, Second District

APPROVED AS TO FORM ONLY:

YOUNG HUNTERS SAFETY, INC.



KAREN L. POWELL
Assistant County Counselor



BRAD WEBER, President