

COOPERATIVE AGREEMENT

LATE MATERIAL

Meeting Date: 04/18/19

Item #: 19

BETWEEN CARSON CITY, NEVADA

AND CARSON RIFLE AND PISTOL CLUB

THIS AGREEMENT is made and entered into this _____ day of April, 2019, between CARSON CITY, a consolidated municipality and political subdivision of the State of Nevada (“CITY”), and the CARSON RIFLE AND PISTOL CLUB, a Nevada non-profit corporation (“CRPC”), individually referred to as “Party” and collectively referred to as “Parties”.

WHEREAS, CITY owns the Carson City Rifle and Pistol Range (“RANGE), located in Carson City, Nevada, as shown in Exhibit A, attached hereto and incorporated by reference.

WHEREAS, CRPC wishes to utilize the RANGE to conduct competitive rifle and pistol shooting matches; and

WHEREAS, CITY recognizes the need for operational assistance of RANGE; and

WHEREAS, CRPC and CITY mutually agree that public shooting education is a priority to encourage safe practices at the RANGE and in the community; and

WHEREAS, it is in the best interest of CITY and its residents for CITY to enter into this Agreement; and

WHEREAS, this Agreement serves a public purpose and aligns with CITY’S strategic goals in quality of life and community in that it promotes educational, cultural, and recreational opportunities that contribute to health and well-being.

NOW THEREFORE, CITY and CRPC mutually agree as follows:

1. Description of RANGE and Cooperative Uses.

a. National Rifle Association (“NRA”) guidelines will be the acceptable national standard for training, education, management, operations, maintenance, and improvements

regarding RANGE.

b. RANGE consists of three separate outdoor shooting areas (Rifle, Pistol, Shooting Bays) and a restroom facility. CITY shall permit CRPC exclusive use of 50% the Rifle Range twice each month on consistent Sundays, four hours in duration, specifically for conducting CRPC shooting matches which are open to the public. CRPC shall be permitted to use no more than 10 covered and 10 prone shooting stations on the Long Range, unless otherwise approved in writing by the Carson City Parks & Recreation Director (“Director”) or his/her designee. CRPC shall post notices at least one week in advance regarding CRPC matches at the RANGE and on CRPC website to provide advanced public notice of the use. During CRPC matches, the remaining portions of the Rifle Range should be open and available for general public use. In the event that CRPC does not have the participation level during a scheduled match sufficient to adequately fill 50% of the Rifle Range, CRPC shall release the unused stations and make any underutilized space available to the general public.

c. CRPC shall provide at minimum one NRA certified Range Safety Officer (“RSO”) on Sundays during operating hours. The RSO shall be available to assist members of the public on RANGE rules and educate users on proper shooting behavior to promote a safe shooting environment. CRPC shall schedule, manage, and supervise all RSO and shall provide proof of RSO certifications to CITY.

d. CRPC shall manage all facility reservations and scheduling of RANGE activities. CRPC shall provide electronic copies of all insurance, waivers, and other RANGE activity related documentation to CITY. CITY, at its sole expense, will be responsible for all document record retention compliance with the Nevada Local Government Records Management Program Manual and NRS Chapter 239.

e. The CITY shall provide CRPC meeting room space at one of its park facilities on a monthly basis to encourage public participation of RANGE activities. CITY shall provide

additional meeting room space on a quarterly basis for special public education training opportunities. The CITY shall work with CRPC in development and presentation of public outreach and education programs regarding RANGE.

f. CRPC will notify CITY of all incidents occurring at RANGE, including, fire, vandalism, theft, injury or death, verbal/physical altercations etc. A written incident report shall be submitted to CITY within 24 hours of incident. CITY shall provide CRPC required blank forms for reporting purposes. Incidents involving loss of life, potentially life threatening injuries, or safety concerns must be reported verbally, through electronic mail, or text messaging to Director or his/her designee within two hours of incident.

2. Term and Fees. This agreement supersedes and replaces any Agreements entered between the CITY and CRPC in prior years.

a. The term of this Agreement shall be for six (6) months to commence on the date written above. This Agreement may be renewed for a period of six months upon written mutual agreement between the Parties, unless terminated by either Party with notice served as set out in Section 11 of this Agreement, thirty (30) days prior to the expiration date. As used here the words "expiration date" shall refer to the last day of the Agreement or the last day of any extended sixth month period under the terms of the Agreement.

b. There shall be no charge to CRPC for the cooperative uses outlined in Section 1 in exchange for the reservation management and RSOs provided by the CRPC.

3. RANGE hours.

a. CITY shall designate RANGE operational hours in cooperation with CRPC. CITY retains the authority to alter the operational hours or close the RANGE at its discretion.

4. Conduct of CRPC.

a. CRPC shall not conduct any activity that is unlawful or hazardous. CRPC further agrees that all practices and activities conducted at RANGE shall be subject to the approval of

the Director or his/her designee.

5. **Utilities.** There are no utilities on site.

6. **Repairs, Alterations, Modifications and Maintenance.**

a. CITY, at its own expense, shall be responsible for reasonable maintenance of the RANGE. CITY shall provide trash pickup and janitorial services of the restroom facility at minimum twice each week.

b. CITY, at its own expense, will provide supplies and cleaning materials for the restroom facility. CITY shall provide reasonable access to CRPC to access such supplies and cleaning materials.

c. CRPC shall be stewards of the RANGE, encouraging users to pick up trash or debris and make sure it is placed in the trash receptacles provided by CITY. CRPC will notify CITY when additional maintenance or repairs are required.

d. CRPC may, at its discretion and with coordination with the CITY, conduct "range days" during periods when the RANGE is closed to the public in order to prepare for hosted matches or conduct minor maintenance to berms and backstops.

e. CRPC may, at its expense, alter or modify RANGE, upon presentation of improvement plans and provided that written consent of the Director is first obtained prior to conducting any work. CITY retains the right to immediately remove or change any alteration or improvements that have been made to the RANGE without express written consent.

f. All permanent improvements on or at RANGE, installed during the term of the Agreement, shall become part of the RANGE and the sole property as an asset of the CITY.

7. **Insurance.**

a. CRPC shall obtain proof of general liability insurance coverage in the amount of TWO MILLION DOLLARS (\$2,000,000) - General Aggregate; ONE MILLION DOLLARS (\$1,000,000)-Each occurrence; and this proof of insurance shall name CITY as additional

insured on the policy. CRPC shall furnish the CITY with a certificate evidencing proof of such insurance at the beginning of each agreement renewal or extension of term. Said certificate shall provide that the insurance will not be cancelled or changed until at least ten (10) days after written notice of such cancellation or change has been mailed to the CITY by certified mail and received by the CITY. Any lapse in insurance coverage during the term of the agreement will constitute a breach. Each certificate shall list Carson City c/o Carson City Purchasing and Contracts, 201 North Carson Street, Suite 3, Carson City, Nevada 89701 as a certificate holder. By Endorsement to the general liability insurance policy evidence by CRPC, CITY, its officers, employees and immune contractors shall be named as additionally insured for all liability arising from this agreement.

8. Indemnity. To the fullest extent permitted by law, both Parties shall indemnify the other, defend and hold harmless the City, its officers, members, employees, and agents against any and all claims, demands, causes of action, procedures, costs, damages, and liabilities of every kind, including reasonable attorney fees, arising out any activity of either Party or any agent, contractor, invitee, licensee or employee of either Party on the property, or a failure by either Party to perform any of the terms or conditions of this Agreement, or as a result of the negligence, intentional acts, or omissions of either Party, or the failure to comply with any law of any governmental authority, or any mechanics lien or security interest filed against the demised premises or equipment, materials, or alteration of the premises or improvements thereon. Either Party shall have no liability to the other for any injury, loss, or damage caused by third parties or by any condition of the premises.

9. Default or Breach. Each of the following events shall constitute a default or breach of the Agreement: CRPC or CITY fails to perform or comply with any of the conditions of this Agreement and such nonperformance continues for a period of ten (10) days after notice thereof by either Party.

10. Effect of Breach or Default. In the event of any uncorrected breach or default hereunder, either Party shall have the right to immediately cancel and terminate the Agreement by giving notice as provided in Section 11 of the cancellation and termination.

11. Waiver of Breach. Failure to declare a breach or the actual waiver of any particular breach of this Contract or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

12. Termination Without Cause.

a. Either Party shall have the right to terminate the Agreement for any reason by giving the other Party not less than thirty (30) days written notice of termination.

b. CITY reserves the right to terminate this Agreement for convenience whenever it considers termination, in its sole and unfettered discretion, to be in the public interest or necessary to ensure public safety.

13. Ingress and Egress. CRPC shall have the right of ingress and egress to RANGE.

14. Assignment or Sublease. CRPC shall not assign or sublet the RANGE in whole or in part, or permit the premises to be used or occupied by any other person or entity, without the prior written consent of the CITY in each instance, beyond RANGE reservations/activities authorized by CITY in this Agreement.

15. Independent Contractor. It is mutually understood and agreed that this Agreement is not a contract of employment. CRPC is an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create relationships of an employer-employee or to otherwise create any liability for CITY whatsoever with respect to the indebtedness, liabilities, and obligations of CRPC or any other Party. Neither CRPC nor its employees, agents, or representatives shall be considered employees of CITY. CRPC is not authorized to bind CITY to any contracts or other obligations.

16. Severability. If any provision contained in this Contract is held to be unenforceable by a

court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

17. Governing Law; Jurisdiction. This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. CRPC consents and agrees to the jurisdiction of the courts of the State of Nevada located in Carson City, Nevada for enforcement of this Agreement.

18. Notice. 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 if delivered personally in hand, by regular mail, by e-mail or telephonic facsimile with simultaneous regular mail, or by certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other Party at the address specified below.

19. Notice shall be addressed to:

Notice to **CRPC:**

Carson Rifle and Pistol Club
P.O. Box 113
Carson City, NV 89702
info@carsonrapc.org

Notice to **CITY:**

Carson City Purchasing and Contracts
Carol Akers, Purchasing and Contracts Manager
201 North Carson Street, Suite 3
Carson City, NV 89701
775-283-7137 / FAX 775-887-2107
cakers@carson.org

IN WITNESS WHEREOF, the Parties have executed this instrument the day and year

first written above.

CARSON CITY,
a consolidated municipality, subdivision of
the State of Nevada

**CARSON RIFLE AND PISTOL
CLUB,**
a Nevada non-profit corporation

By: _____
Robert L. Crowell, Mayor

By: _____
Chris Carver, President

ATTEST:
Aubrey Rowlett, Clerk & Recorder

STATE OF NEVADA

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____,
2019 by _____.

NOTARY PUBLIC