

orig: PH(ETT) 12.7.15  
cc: AM

Retain: 2031

## LICENSE and OPERATING AGREEMENT for JEFFERSON COUNTY SPORTSMEN'S ASSOCIATION

This agreement is between JEFFERSON COUNTY, acting by the Board of County Commissioners, hereinafter referred to as the "COUNTY", and the JEFFERSON COUNTY SPORTSMEN'S ASSOCIATION hereinafter referred to as the "JCSA".

WHEREAS, the COUNTY is the owner of certain property described in Exhibit "A" attached to and incorporated herein in Section 8 Township 30 North, Range 1 West of the Willamette Meridian, and of Section 17, Township 30 North, Range 1 West of the Willamette Meridian, said real property being also known as Assessor's Parcel No. 001083012, to be known in this License as "the Property," and;

WHEREAS, the JCSA is desirous of using the property described in attached Exhibit "A" and more descriptively shown on attached Exhibit "B" (the "Property") for the purpose of providing a facility consisting of a firing range and various outbuildings designated for the following described uses:

- Provide training programs for designated Hunter Safety courses
- Provide free use of the facility for training purposes to local law enforcement agencies
- Provide for JCSA members use of range and for sponsored events of the Jefferson County Sportsmen's Association, and;

WHEREAS, the JCSA acknowledges that, in order to perform the activities as described above, the JCSA recognizes that the COUNTY requires protection of its property and the people who access its property; and

WHEREAS, the JCSA offers a local free training location to law enforcement officers and a recreational outlet for firearm owners as consideration running to the COUNTY and the COUNTY provides a convenient and appropriate location for the daily operations of the JCSA such that the parties to this License expressly acknowledge and assert that something or some things of value have been bargained for and exchanged in support of this License.

NOW THEREFORE IT IS AGREED:

### (1) LICENSE

The JCSA shall have a license to use the property, as described in Exhibit "A", for the purposes shown above, **and for those purposes only**. Granting of this license is expressly conditioned on the JCSA making the premises available to law enforcement agencies for training and the JCSA shall not deny membership to any person who meets the membership criteria and pays any fee or dues associated with joining and maintaining their status as an active member. The JCSA shall have sole discretion to establish and implement any and all lawful criteria for membership. The JCSA shall not unreasonably reject the membership application of any Jefferson County citizen. If the license is not renewed, expiration will be automatic. The JCSA must receive prior written COUNTY approval of any proposed changes in use of the property. Failure to do so may result in termination of this license at the discretion of the COUNTY.

The JCSA shall be solely responsible for controlling access to and upon the property for the safety of those person patronizing the JCSA or using its facility.

The JCSA shall post signs at the site entrance to include hours of operation, hours and days of local law enforcement use and an after-hours/complaint contact information for the public.

No modifications may be made to the facilities, infrastructure or property described herein without the approval of the COUNTY in writing. This requirement shall not apply to maintenance or minor repairs performed by the JCSA.

The JCSA shall keep the Property free and clear of any liens and encumbrances arising from its actions pursuant to this License and its use of the Property.

The JCSA shall maintain its structures, infrastructure or improvements in good condition during the term of this License at its own sole expense. The JCSA shall be the owner of any structure, infrastructure or improvements it has installed or will install.

The JCSA shall not cause or permit any damage to any natural resources on the property except as is necessary for regular maintenance or daily operation and/or any construction or installation of improvements if such construction or installation has been authorized by the COUNTY.

The COUNTY reserves the mineral and timber rights associated with the property.

The JCSA may establish rules for the utilization of the Property by citizens, law enforcement officers and its members.

The JCSA will operate its facility and its events in compliance with all federal, state and local laws and regulations. The JCSA will notify the COUNTY if it is informed in writing that the JCSA is acting or operating in alleged violation of any state or federal law.

## **(2) TERM OF LICENSE**

This license shall not become effective until January 1<sup>st</sup>, 2016 and upon the completion of the Lead Management Plan and the Facility Operations Plan.

This license shall have termination date of December 31, 2025, unless otherwise terminated or extended by the Board of Commissioners.

## **(3) COSTS AND EXPENSES**

The JCSA shall pay all costs and expenses related to the use of the property for the purposes described above, including, but not limited to, utilities, incorporation fees and any applicable taxes, charges or costs imposed on the JCSA by a municipal corporation with taxing powers.

## **(4) PUBLIC HEALTH AND ENVIRONMENTAL PROTECTION**

- A. The JCSA shall institute a comprehensive lead management plan to ensure safe lead management for members, neighboring property owners as well as the environment.
  - a. The plan shall be subject to COUNTY approval.
  - b. The plan shall cover the following areas:
    - i. Introduction
    - ii. Environmental Setting
    - iii. Range Facilities and Current Operations
    - iv. Best Management Practices/Monitoring
    - v. Environmental Actions

- c. The JCSA shall submit activity records annually to the COUNTY to ensure that public health and environmental protection is actively managed according to the plan.
- B. The JCSA shall have a Facility Operations Plan to, among other things, ensure the health and safety of those that access the property.
  - a. The plan shall be subject to COUNTY approval.
  - b. The plan shall cover the following areas:
    - i. Introduction/Background
    - ii. Facilities
    - iii. Services Offered
    - iv. Access
    - v. Safety
  - c. The JCSA and the COUNTY shall jointly review the Operations Plan every three (3) years and also when a substantial change in operations occurs.
  - d. The property and property boundaries shall be inspected annually by the COUNTY.
- C. Operating hours shall be the following in order to meet the above described uses and appreciate the neighboring community's desire for limited noise disturbances:
  - a. Saturday - Sunday: 10am – 5pm or Dusk (Whichever is earlier)
  - b. Monday: Closed to Members – Law Enforcement Only (9am – Dusk or 8pm (Whichever is earlier)
  - c. Tuesday – Friday: 9am – Dusk or 8pm (Whichever is earlier)
  - d. Other:
    - i. Shooting after dark shall only occur for law enforcement training purposes. It shall not occur past 10:00pm (standard time). Pre-notification of these training sessions shall be given to the JeffCom so that they will be informed should community members call.
    - ii. Early Events: Up to 8 per year, early events shoots can begin at 8am. Pre-notification shall be given to the public of early operations.

## **(5) INDEMNIFICATION**

The JCSA shall comply with all Federal, State, and local laws and ordinances applicable to the operations to be undertaken in accordance with this LICENSE. This LICENSE shall be interpreted and construed in accord with the laws of Washington.

The JCSA hereby agrees to indemnify and hold the COUNTY, its employees, officers and agents harmless from and shall process and defend, at its own expense, all claims, demands, or suits at law or equity arising in whole or in part from the JCSA'S negligence or breach of any of its obligations under this LICENSE; provided that nothing herein shall require the JCSA to indemnify the COUNTY and hold harmless the COUNTY, from claims, demands or suits based solely upon the conduct of the COUNTY, their agents, officers and employees. Provided further that if the claims or suits are caused by or result from the concurrent negligence of (A) the JCSA'S agents or employees and (B) the COUNTY, its agents, officers and employees, this indemnity provision with respect to claims or suits based upon such concurrent negligence shall be valid and enforceable only to the extent of the JCSA'S negligence of the JCSA'S agents or employees except as limited below.

- (6) The JCSA'S relation to the COUNTY shall be at all times as an independent licensee.
- (7) Discrimination Prohibited. The JCSA will not discriminate against any person in performance of their services under this Agreement or in the selection and retention of employees or procurement of materials or supplies on the basis of age, sex, marital status, sexual orientation, religion, creed, race, color, national origin, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, unless based upon a bona fide occupational qualification.

- (8) The JCSA shall obtain and keep in force during the terms of the license or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to RCW 48.

The COUNTY will be named on all certificates of insurance as an additional insured. The certificates of insurance shall cover the activities specified in or performed under this LICENSE. The JCSA shall be responsible for providing to the COUNTY the full text of any endorsement listed solely by its name, number or title (as opposed to the full text of said endorsement).

Any coverage for third party liability claims provided to the County by a "Risk Pool" created pursuant to Ch. 48.62 RCW shall be non-contributory with respect to any policy of insurance the Contractor must provide to comply with this Agreement. All policies provided by the JCSA in order to comply with the insurance requirements of this License must be endorsed to show this primary coverage.

If the proof of insurance or certificate indicating the COUNTY is an "additional insured" to a policy obtained by the Contractor refers to an endorsement (by number or name) but does not provide the full text of that endorsement, then it shall be the obligation of the Licensee to obtain the full text of that endorsement and forward that full text to the COUNTY.

The COUNTY may, upon the Licensee's failure to comply with all provisions of this contract relating to insurance, may terminate this Licensee in a manner consistent with this License. The coverage limit for any insurance purchased to provide coverage for damage to the property of the JCSA shall be in an amount not less than the replacement value of the JCSA-owned improvement, structures and infrastructure on the Property.

#### **Insurance Coverage**

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Regular public liability and property damage insurance in an amount not less than a single limit of one million and 00/100 Dollars (\$1,000,000.00) per each occurrence, with a \$2,000,000 general aggregate limit for bodily injury, including death and property damage per occurrence.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The JCSA shall submit a certificate of insurance as outlined above within 14 days of the execution of this LICENSE to the COUNTY. No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the COUNTY. The JCSA shall not operate on or use said property without the forgoing insurance provisions being fully satisfied.

#### **(9) TERMINATION**

This license may be terminated by the COUNTY upon providing the JCSA with written notice one hundred and eighty (180) days prior to the date of termination. This license shall be terminated by the COUNTY for any use by the JCSA other than those described herein or any material breach of this license agreement.

Either party may notify the other party of an alleged default and the party allegedly in default shall have twenty (20) days to cure same. The period to cure the default may be extended by mutual agreement.

Notices shall be given at these addresses and contact points:

Jefferson County Board of County  
Commissioners  
1820 Jefferson Street  
PO Box 1220  
Port Townsend, WA 98368

Jefferson County Sportsmen's  
Association Treasurer  
PO Box 737  
Port Townsend, WA 98368

**(10) TRANSFER OF LICENSE**


This license is for exclusive operation of the facility by the JCSA. Operations shall not be contracted to another party and the license shall not be transferable by the JCSA without the written consent of the COUNTY specifically referring to this document.

**(11) OWNERSHIP INTEREST**

JCSA acknowledges that this license does not transfer, grant or convey to it any ownership interest, title or easement in the real property that is the subject of this license. The JCSA asserts it is a valid Washington business entity and shall remain so during the term of this License.

DATED THIS 7<sup>th</sup> DAY OF December, 2015.

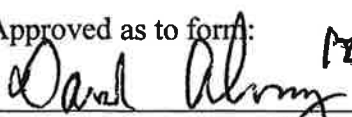
By   
David Sullivan, Chair  
Jefferson Board of County Commissioners

By   
Jay Towne, President  
Jefferson County Sportsman's Association

Attested:

  
Carolyn Avery, Deputy Clerk of the Board

Approved as to form:

 12/9/15  
David Alvarez, Chief Clerk DPA

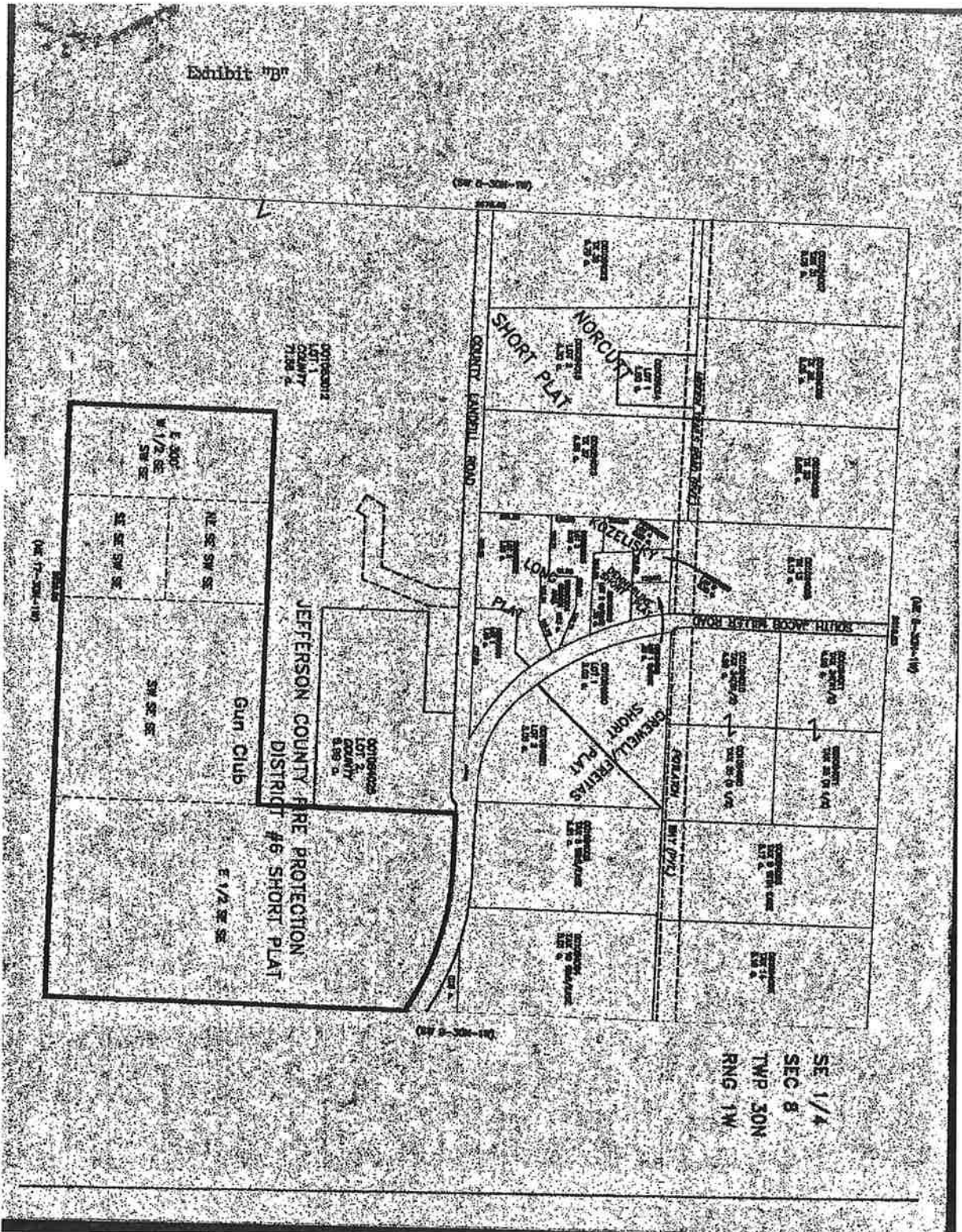
**Exhibit A**

The land referred to herein is described as follows:

The Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; and the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; and the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; except any portion thereof lying northerly of the southerly limits of South Jacob Miller Road; together with the East 300 Feet of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ ; of Section 8, Township 30 North, Range I West, W.M.; said described parcel being a portion of Jefferson County Fire Protection District #6 Short Plat as per plat recorded in Volume 4 Pages 39 and 40 of Short Plats, Auditor's File Number 403948, records of Jefferson County Washington.

Situate in Jefferson County, State of Washington.

Exhibit "B"



**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA REQUEST**

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jared Keefer, Director

**DATE:** December 7, 2015

**SUBJECT:** Agenda Item – Department of Environmental Health discussion of License and Operating Agreement between Jefferson County and Jefferson County Sportsman’s Association; effective January 1, 2016 – December 31, 2025.

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**STATEMENT OF ISSUE:**

Review the revised draft License and Operating Agreement between Jefferson County and Jefferson County Sportsman’s Association; effective January 1, 2016 – December 31, 2025, and provide direction to staff regarding scheduling its adoption.

**ANALYSIS/STRATEGIC GOALS/PRO’S and CON’S:**

The contract under consideration grants license and operating privileges to Jefferson County Sportsman’s Association (JCSA) to operate a firing range on Assessor’s Parcel No. 001083012. Said firing range would be used in the provision of Hunter Safety training programs and courses, law enforcement training, and recreational range use and program events for JCSA members. Any member of the public is welcome to become a member, and may visit the range with that intent during open hours. JCSA shall not deny membership to any person who meets nondiscriminatory membership criteria and pays associated fees or dues. Law enforcement training will be free of charge. Restrictions forbid modification to facilities, infrastructure or property without approval of the County; forbid Liens and Encumbrances; natural resources and mineral reserves are retained by the County; all costs and expenses related to the property and its uses are JCSA’s responsibility. All posted signs must include a phone number to contact should violators use the range outside of posted hours, and posted signs must indicate day and hours law enforcement uses the premises. The contract includes indemnifications and provisions for liability insurance. Time of use restrictions are in place, and the institution of a comprehensive lead management plan to ensure safe lead management for members and neighboring property owners and the environment is detailed. This license does not transfer.

**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

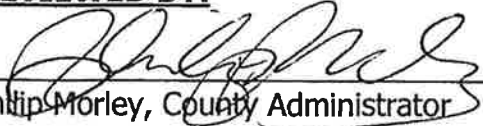
The burden of expense lies solely with JCSA. All costs and expenses related to property use, including, but not limited to, utilities, incorporation fees, applicable taxes, charges, and imposed costs.



**RECOMMENDATION:**

JCPH management requests action be taken to approve License and Operation Agreement for a firing range by Jefferson County Sportsmen's Association; January 1, 2016 – December 31, 2025, and/or direction to staff regarding its adoption.

**REVIEWED BY:**

  
Philip Morley, County Administrator

  
Date

# CONTRACT REVIEW FORM

15-248

CONTRACT WITH: Jefferson County Sportsmen's Association  
(Contractor/Consultant)

CONTRACT FOR: License Agreement TERM: 10 years

COUNTY DEPARTMENT:	<u>Board of County Commissioners</u>
For More Information Contact:	<u>Jared Keefer</u> NOV 25 2015
Contact Phone #:	<u>385 9411</u>
RETURN TO:	JEFFERSON COUNTY COMMISSIONERS
(Person in Department)	12-1-15 (Date)

AMOUNT: \$0.00

Revenue: N/A  
Expenditure: N/A  
Matching Funds Required: N/A  
Sources(s) of Matching Funds: N/A

- PROCESS:
- Exempt from Bid Process
  - Consultant Selection Process
  - Cooperative Purchase
  - Competitive Sealed Bid
  - Small Works Roster
  - Vendor List Bid
  - RFP or RFQ
  - Other

**Step 1: REVIEW BY RISK MANAGEMENT**

Review by: [Signature] 11/30/15  
Date Reviewed: \_\_\_\_\_

APPROVED FORM  Returned for revision (See Comments)

Comments \_\_\_\_\_

**Step 2: REVIEW BY PROSECUTING ATTORNEY**

Review by: ALVAREZ / David Alvarez  
Date Reviewed: 12-1-15

APPROVED AS TO FORM  Returned for revision (See Comments)

Comments \_\_\_\_\_

**Step 3:** (If required) DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY

**Step 4:** CONTRACTOR/CONSULTANT SIGNS APPROPRIATE NUMBER OF ORIGINALS

**Step 5:** SUBMIT TO BOCC FOR APPROVAL

JEFFERSON COUNTY PROSECUTING ATTORNEY  
Submit originals and 9 copies of Contract, Review Form, and Agenda Bill to BOCC Office.  
Place "Sign Here" markers on all places the BOCC needs to sign.  
MUST be in BOCC Office by 4:30 p.m. TUESDAY for the following Monday's agenda.  
(This form to stay with contract throughout the contract review process.)

RECEIVED  
NOV 30 2015