



WASHOE COUNTY

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STAFF REPORT

BOARD MEETING DATE: January 24, 2024

DATE: January 18, 2024

TO: Open Space and Regional Park Commission

FROM: Colleen Wallace Barnum, Park Operations Superintendent
Community Services Department, 328-2181, cwallace@washoecounty.gov

THROUGH: Eric Crump, Division Director, Operations
Community Services Department, 328-3625, ecrump@washoecounty.gov

SUBJECT: Presentation, and discussion on the results of Request for Proposal (RFP) # 3236-24 for operation of Washoe County's Regional Shooting Facility including direction on possible terms and conditions to be included in a full management agreement between Washoe County and Nevada Firearms Academy for operation of Regional Shooting Facility; and possible recommendation to the Board of County Commissioners to approve the resultant agreement.

SUMMARY

Washoe County manages the Regional Shooting Facility at 21555 Pyramid Way in Palomino Valley. The facilities' Range Master and Range Safety Officer retired in June/July of 2023. At that time, the Community Services Department reached out to the shooting community at large to seek interest in a private or non-profit organization taking over the operation. Through a Request for Proposal process (RFP), we had one successful bidder and are currently negotiating the terms of the agreement.

BACKGROUND

The Regional Shooting Facility has been managed by Washoe County Parks since its inception. While we have been successful in recruiting the Range Master position when vacancies occur, the seasonal Range Safety Officers have been difficult to fill, which left the facility short staffed and relying on one full-time Range Master volunteers for the management and oversight of the public range. We put out a request for proposal (RFP) in 2011 for full management of the Range with no success.

In May of 2023, the Range Master and Range Safety Officer announced their retirements. At that time, management made the decision to move forward with another request for proposal (RFP) for the full management of the Regional Shooting Facility. Due to the nature of the positions and required certifications to hire staff, the public range portion of the Range was closed for about a month. We hired a temporary Range Master and temporary Range Safety Officer to keep the Range operating while going through the RFP process and negotiations on the full management agreement.

The Request for proposal (RFP) was advertised in June, with no successful bidders. After a public meeting with many of the user groups and shooting community members, we received valuable feedback and re-advertised the RFP. We received one successful bid from Nevada Firearms Academy and are currently negotiating an agreement for full management of the Range.

**ATTACHMENT A - INSURANCE, HOLD HARMLESS AND INDEMNIFICATION
REQUIREMENTS FOR REGIONAL SHOOTING FACILITY OPERATOR**

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend COUNTY, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

In the event of a lawsuit against the COUNTY arising out of the activities of CONTRACTOR, should CONTRACTOR be unable to defend COUNTY due to the nature of the allegations involved, CONTRACTOR shall reimburse COUNTY, its officers, agents, and employees for cost of COUNTY personnel in defending such actions at its conclusion should it be determined that the basis for the action was in fact the negligent acts, errors or omissions of CONTRACTOR.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, and Automobile Liability as described below. The cost of such insurance shall be borne by CONTRACTOR.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Sub-consultant by COUNTY. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the COUNTY to make any payment under this Agreement to provide COUNTY with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and any sub-consultants used pursuant to this Agreement.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify COUNTY in writing prior to the signing of this Agreement. COUNTY reserves the right to approve said retentions and may request additional documentation financial or otherwise for review prior to the signing of this Agreement.

It is further understood and agreed by and between COUNTY and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
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2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limits may apply.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the COUNTY Risk Management Division. COUNTY reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy must be approved by the COUNTY Risk Manager prior to the change taking effect.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. COUNTY, its officers, employees and volunteers are to be covered as insured's as respects: liability arising out of activities performed by or on behalf of CONTRACTOR, including COUNTY'S general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its officers, employees or volunteers.
2. CONTRACTOR'S insurance coverage shall be primary insurance as respects COUNTY, its officers, employees and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, employees or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to COUNTY, its officers, employees or volunteers.
4. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to COUNTY except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's Ratings upon review of financial information concerning CONTRACTOR and insurance carrier. COUNTY reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish COUNTY with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific COUNTY contracting department and be received and approved by the COUNTY**

before work commences. COUNTY reserves the right to require complete, certified copies of all required insurance policies, at any time.

SUBCONTRACTORS

CONTRACTOR shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of COUNTY, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed or supervised by CONTRACTOR.
 2. Nothing herein contained shall be construed as limiting in any way the extent to which the CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
 3. In addition to any other remedies COUNTY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, COUNTY may, at its sole option:
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof;
 - b. Purchase such insurance to cover any risk for which COUNTY may be liable through the operations of CONTRACTOR if under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - c. Terminate the Agreement
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EXHIBIT B

Shooting Facility Standards of Operation and Performance

REGIONAL SHOOTING FACILITY

STANDARDS OF OPERATION AND PERFORMANCE

A "Standard" has been defined as a "rule used as a basis of judgment", "of recognized excellence or authority", and "something accepted as a basis of comparison". A fine public shooting facility needs standards which, when adhered to, ensure that the culture of the facility is preserved and enhanced. The following set of Standards of Operation and Performance provides for an appropriate level of quality of product, conduct, and service to the customers.

CUSTOMER RECOGNITION

Customers can be defined as a group of individuals joined together for recreational shooting that share a common interest in the sport.

Most importantly, serving customers at a public shooting facility is about recognition. Some customers are very open and demanding about being recognized, yet some are seemingly uninterested and avoid being noticed. But regardless of how a customer demonstrates the need to be recognized, the overriding reason customers use a public shooting facility is to enjoy the sport while receiving a good value.

Recognition can come in many ways: seeing their name or picture on the shooting facility website or bulletin board, by receiving certificates, by getting a personalized letter from the Operators, or being noticed by the Staff. However, the most powerful form of recognition is hearing someone call them by their name.

As employees of Washoe County's Regional Shooting Facility, the #1 Standard of Performance, in all cases, for all departments, and for every position, is to actively recognize customers.

To recognize customers in an "active" way means being alert, challenging your memory to remember names and faces, and keeping mental notes as to what each customer likes. Teamwork is a great tool to help recognize customers such as tipping each other off as to the customer's names as they approach. It seems amazing that, at some public shooting facilities, certain employees, can remember the customer's names -- sometimes their spouses and children's names as well. How do they do it? It is no secret - they want to.

EXHIBIT B
Shooting Facility Standards of Operation and Performance

SHOOTING FACILITY

MINIMUM STANDARDS

The following standards are to be considered minimum standards for performance and operation of the Shooting Facility. By adhering to these standards, as guidelines, our customers will benefit from our consistently high levels of quality in service, product, appearance, and attitude. These standards will allow us to stand out as professionals in our industry. However, these standards should serve, as only a minimum so we, as individuals and as a team, should always strive to be leaders in our industry by going beyond what is the minimum:

Customer Recognition

Demonstrating good shooting etiquette and remaining productive at the same time is an important facet of the duties of the Shooting Facility Staff. While contact with customers may be at a distance, how considerate you are with every shooter while maintaining your level of productivity impacts their overall recreational shooting experience. Courteous actions show that we care that each shooter enjoys his or her recreational shooting experience. The following guidelines will help you achieve this standard of excellence:

- The Customer will be greeted by name or Sir or Mam if you don't know their name. Start by calling **them by their surname (i.e. "Good morning Mr.---")**.
- Greet all shooters with a smile and friendly, caring attitude. Be willing to provide courteous answers to guest questions.
- Be aware of shooter's safety and advise them courteously when their safety may be threatened.
- If a customer files a complaint about the shooting facility with you, ensure that the problem will be taken care of immediately (if it can be solved by you) or that you will bring the problem to the attention of your supervisor who will take care of the complaint. Always thank them for informing you.
- The Chief Range Safety Officer and all Shooting Facility Staff, who are in regular contact with our customers, will remember the customer's comment and suggestions and pass them along to the appropriate supervisor.

Phone Etiquette

- Phones will be answered within 45 seconds.
- Every phone call will be answered by saying: "Good morning, Regional Shooting Facility, this is (your name) how may I help you?"
- During each phone conversation, the staff member will learn the caller's name and use it when ending the conversation by saying "Good bye, Mr. ... have a good day."
- Phone calls are not to be "screened" to determine whom the caller is, unless specifically instructed by a certain supervisor and only for a specific situation or

EXHIBIT B

Shooting Facility Standards of Operation and Performance

duration. Generally, all callers should be assumed to be customers or potential customers. Customers should not be given the impression that they are being screened. A staff member should take all calls, unless that staff member is already on a call, engaged in a meeting, serving another customer, or out of the maintenance facility.

Attitude of Staff

Attitude is as much a part of the job as skill, knowledge, experience and procedure. The following is a set of expectations regarding an employees' attitude at Shooting Facility:

- Smile, regardless of your mood.
- Be pleasant (your voice should have a smile on it also).
- Be a "we" person - be a team player and help out.
- Show enthusiasm.
- Don't procrastinate or wait for others to do the task at hand.
- Try to exceed expectations - strive for A+.
- Fill idle time with productive effort - you can always clean, polish, pick up or organize.
- Ask "How may I help?"
- Conserve and avoid unnecessary waste of product, natural resources, and effort (yours or that of others).
- Take pride.

Uniforms

- Approved uniforms will be worn at all times in view of the public.
- Uniforms must be clean and free from wrinkles.

Hiring Procedures

- All new hires will have their references checked prior to being hired.
- One interview is required for hiring any candidate.
- Each new hire will be given a complete tour, orientation, and introduction to key staff members.
- Each candidate will review the complete Job Description and Standards of Operation and Performance before being offered the job.
- All Shooting Facility employees will be hired by the Chief Range Safety Officer.
- All candidates will be required to complete a club approved Job Application with

EXHIBIT B

Shooting Facility Standards of Operation and Performance

references.

Job Descriptions

- Complete Job Descriptions will be on file for each position and will indicate the essential job functions, qualifications, and responsibilities.

Hours, Scheduling and Staffing

- The Chief Range Safety Officer will post employee schedules.
- Overtime will not be scheduled unless prior authorization is obtained.
- Weekly scheduled hours will be calculated and compared to the approved budget.
- The Chief Range Safety Officer will schedule and staff for proper coverage for all hours of operation and make necessary adjustments for special functions and events.

Payroll

- The Chief Range Safety Officer will be responsible for verifying the hours worked.

Image and Neatness

- Chief Range Safety Officer will keep their office clean, neat, and organized. The desk top should be not have any cups, saucers, glasses, or plates visible at any time.
- At all times, the Chief Range Safety Officer will present himself/herself as an executive of Regional Shooting Facility.

Operation and Care of Equipment

- Before operating any piece of machinery, you must have been trained on it and gone through a safety checklist. It is a requirement of your job to operate your machinery in a safe and effective manner.
- You are responsible for any machine assigned to you. Willful abuse or being neglectful is grounds for termination. Report any problems with your equipment to your immediate supervisor.
- Each piece of machinery is to be returned clean and the required service performed before storage.
- Report any damage to your supervisor. Do not attempt to fix a mechanical problem yourself anyone trying to hide equipment damage will be subject to disciplinary action.

EXHIBIT B

Shooting Facility Standards of Operation and Performance

- Always check oil and gas levels before driving any machinery.
- Be aware of the proper type of gas/oil mixture or gas/diesel fuel specification that each machine requires.
- Drive equipment on service roads, or in roughs as much as possible when going from one area to another.
- If a piece of equipment is not performing up to the expectations required in the field because a reel is not cutting or is misadjusted, do not continue. Get the machine fixed.
- Hydraulic leaks of any kind are to be watched for at all times. Inspect your equipment for signs of potential leaks, especially before and after use. If a leak does occur, pull off the surface as soon as possible and shut off the machine. Notify the supervisor as soon as possible.
- Always drive at a safe speed.
- Report all safety problems to the immediate supervisor as soon as possible.
- Treat the equipment as if it were your own at all times. It is your responsibility as an employee.

Equipment Repair and Maintenance

- All equipment will be maintained by according to manufacturers' specifications and Chief Range Safety Officer's expectations.
- Repairs are to be done in the most efficient manner possible.
- Detailed repair and maintenance records will be kept by the Mechanic for each piece of equipment.

Irrigation

- The shooting facility has irrigation infrastructure. Please communicate any issues that need to be addressed with Washoe County in a timely manner.
- Periodic maintenance will be done to the irrigation system in coordination with the Chief Range Safety Officer.

Detail Work & Clean Up

- Berm work, target building and repair, brass collection and general range maintenance should be done on a regular basis to keep the range in top condition.

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Shooting Facility Standards of Operation and Performance

- As a member of the Shooting Facility Staff, you will be periodically assigned detail for the shack and shop area that includes lunchroom, locker rooms, offices, storage areas, and bathrooms. When assigned these duties it will be expected that floors will be swept or mopped daily. All trash will be emptied daily. The restroom floors, sinks, mirrors, and toilets will be cleaned properly and any general straightening or organizing of anything else to improve the cleanliness of the area will be expected. Individuals assigned to clean up are not responsible for washing the plates of other employees or cleaning a mess from someone else's meals or breaks. Individuals must clean up after themselves.
- Contractor must provide for insect and rodent control to protect property and public health. The Contractor will keep property and roadways free of trash and debris, including internal roadways.

Material Stockpiles

- Material stockpiles will be kept neatly separated in designated areas.

Fuel and Chemical Storage

- Fuel and chemical storage will be kept secured and maintained to meet all federal, state, county, local, and Club requirements. Any major spills will be contained in the proper fashion and cleaned up, based on state and federal regulations. The proper authorities will be notified of such an event happening.
- A list of all hazardous chemicals in the work place, their SDS sheets and labels will be kept on file along with the golf course's environmental compliance program. These items will be also furnished to the local governing authorities.

Konex Boxes

- There are multiple konex boxes on property that belong to a variety of users (see Exhibit E). It will be the responsibility of the contractor to have each group maintain their box and keep it looking clean, organized, and orderly.

Landscaped areas

- Flowerbeds and plants will be maintained and periodically replaced to maintain blooming color and neat appearance.

Lighting and Signage

- Lighting will be maintained to provide nighttime and early morning safety in and around the maintenance building, shack, and structures.
- Signage will be maintained in good repair and kept clean and neat in the building areas and on the golf course.

EXHIBIT B

Shooting Facility Standards of Operation and Performance

Safety Procedures

- A comprehensive set of Safety Procedures shall be adhered to regarding operation, and emergency response.
- Other procedures will be followed in accordance with OSHA safety programs.
- Monthly mandatory safety meetings will be administered by the Chief Range Safety Officer.
- The Contractor shall provide first aid training to all personnel with direct oversight of public shooting and will ensure that first aid kits are kept and maintained in all pertinent areas.

Training, Motivation and Development of Staff

- Training meetings for all crew members will be conducted by the Chief Range Safety Officer.
- The Chief Range Safety Officer will also use these meetings to critique the shooting facility and the overall job done by the staff as well as to solicit feedback to make the operation more efficient and goal oriented.

Shooting Facility Supervision

- Whenever workers are scheduled, at least one of the following supervisors will be on-site supervising the shooting facility:
 - Chief Range Safety Officer
 - Range Safety Officer

Scheduling, Hours and Staffing

- Staffing shall be set by the Management Staff so as to maintain established shooting facility condition standards and not to exceed the established monthly budget.
- All staff is required to call in before their established work start time to report an illness or tardiness.
- All staff is required to call in prior to coming to work in cases of extreme inclement weather.
- Staff is to give at least a one-week notice to the Chief Range Safety Officer prior to any medical appointments.

Knowledge and Experience of Personnel

EXHIBIT B

Shooting Facility Standards of Operation and Performance

- The Chief Range Safety Officer will have prior experience managing a shooting facility. He/she shall be a Certified Chief Range Safety Officer by the NRA and hold at a minimum a Qualified Applicators License from the state.
- The Range Safety Officers will be experienced and capable in shooting facility operations and maintenance. He/she should be qualified to act as the Chief Range Safety Officer in the event of an emergency.

Industry Knowledge and Current Trends and Developments

- The Chief Range Safety Officer and Range Safety Officers will attend continuing educational meetings to keep updated on current industry knowledge.
- The Superintendent and Assistant Superintendent should attempt to shoot at the facility weekly to get the shooter perspective of the conditions of the shooting facility.
- Trade literature will be available to all employees to improve their knowledge.

Licenses and Permits

- Licenses and Permits will be kept current and filed by the Chief Range Safety Officer.
- Contractor is to be responsible for providing and meeting all necessary permits, fees, rules, and regulations for food and beverage sales.
- An annual Shooting Facility Operations Plan will be prepared and presented to Washoe County. The plan will include a Shooting Facility Maintenance Plan, a Shooting Facility Improvement Plan and a Shooting Facility Marketing/Business Plan.

EXHIBIT C

RESERVED

Exhibit D
Compensation

1. Contractor shall deposit into the Capital Improvement Fund \$XX per quarter to be transferred within 15 days of the end of each calendar quarter and to be used according to the Agreement for improvements to the Regional Shooting Facility. CIP payments shall be prorated for periods less than one quarter.
2. The Capital Improvement Fund (CIP) fees collected as specified shall be collected or received solely on behalf of the County and shall be held by the Contractor in a fiduciary capacity, and Contractor shall not make any personal or other use of same.
3. CIP Fund Budget and Expenditures. Contractor will prepare an annual capital improvement program and budget ("CIP Budget") for major capital improvements, equipment, refurbishment, and enhancements for the Shooting Facility based on the estimated life of capital improvements and costs of replacement, repair or refurbishment. Expenditures from the CIP Fund may be made only for capital improvement projects or equipment approved by County. The CIP Budget shall be submitted annually to the County for its approval by December 1 for the following year's CIP. The County shall not unreasonably withhold or delay its approval.
4. Should the County need to make repairs to the items listed in section 7.1 of the Agreement, the County may utilize funding from the CIP budget upon agreement between Contractor and County.
 - 4.1 Lease of maintenance equipment to be utilized by the Contractor is pursuant to the terms of this Agreement. No lease payments are due because the equipment is fully depreciated.
 - 4.2 Leased equipment consists of the following:
 - Fire Suppression trailer (equip #00100293)

Exhibit E – Konex boxes on site 12.2023



**REGIONAL SHOOTING FACILITY
MANAGEMENT AGREEMENT**

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**AGREEMENT FOR MANAGEMENT SERVICES
AT REGIONAL SHOOTING FACILITY**

This Professional Management Services AGREEMENT (the “Agreement”) is entered into in 2024 by and between Washoe County, a political subdivision of the State of Nevada (the “County”), and Nevada Firearms Academy and Range, Inc. (the “Contractor”).

W I T N E S S E T H

1. RECITALS

The County requires certain shooting facility management services be performed, and the Contractor represents that it is qualified, equipped, staffed, ready, willing and able to perform and render such services as shall be necessary, required or desired, for and on behalf of the County.

2. SCOPE OF SERVICES

During the term of this Agreement, Contractor shall have the exclusive right at Washoe County’s Regional Shooting Facility (the “Shooting Facility”) to operate and manage all parts of Shooting Facility. To operate and manage Shooting Facility as Contractor deems appropriate by implementing all policies and procedures and to perform any act deemed necessary or desirable for the operation and management of Shooting Facility; maintain all the shooting facility property, operate, manage and supervise daily public range, specialty ranges, classroom use, gear rental, equipment purchase, and food and beverage services for shooters and shooting-facility events, maintenance facilities, classroom and infrastructure on the property; maintain all ranges and maintenance equipment, advertise and promote public shooting and the sale of merchandise and services.

3. TERM AND LICENSE FEE

3.1 The term of this Agreement begins on the date of approval by the Board of County Commissioners, or its designee, or July 1, 2024, whichever is earlier and ends on December 31, 2029.

3.2 The parties agree to meet at or near the beginning of the 4th year of the term of this Agreement and the 4th year of any extended term of the Agreement to discuss and negotiate changes that are needed for any material changes in circumstances such as drastic regional economic changes, significant issues related to performance of the Agreement or changes to the compensation outlined in Exhibit D. Any changes which result from those meetings will be added to this Agreement by an addendum.

3.3 This Agreement is subject to one, 5-year extended term for a total of 10 years. Each additional extended term commences upon the expiration of the prior term without action of either party. If the parties cannot come to agreement over any material changes needed as

provided for by paragraph 3.2, either party may give notice of the intent not to extend the agreement which must be delivered in writing at least 180 days prior to the end of the term of the Agreement or any extension period.

3.4 Compensation for services rendered to the terms of this Agreement shall be in accordance with Exhibit D, attached hereto and incorporated herein.

4. BUSINESS LICENSE

Contractor shall be required to obtain a valid Washoe County business license prior to commencing performance on this Agreement.

5. STATUS OF CONTRACTOR

Contractor shall have the status of an "Independent Contractor" as defined by NRS 284.173 and shall not be entitled to any of the rights, privileges, benefits, and emoluments of either an officer or employee of the County.

6. DUTIES AND SERVICES TO BE PROVIDED BY CONTRACTOR

Contractor, ("Professional"), employees and staff shall perform all duties in accordance with the best interest of the County, subject to the direction and authority of the County or designee.

6.1 Contractor shall operate, manage, and maintain the shooting facility in a safe and efficient manner in accordance with established policies. All references to "maintain" refer to maintaining in its current condition, as generally manifested in photographs that have been concurrently provided to the County, or better and may be accomplished by Contractor or its agents or subcontractors. Such operation and management shall include, without limitation, the collection of fees, regulation of ranges, conduct of persons on facility, enforcement of the rules and regulations of facility. Operate, manage, and maintain a satisfactory shooting facility shop in a professional, up-to-date manner to include, but not be limited to, sales, rental, and repair of shooting equipment, clothing, and accessories. Stock and maintain an inventory of shooting related merchandise, supplies and equipment in keeping with demand. Maintain shooting facility property including guard shack, maintenance shop, and all infrastructures of the property, at minimum, to the levels of maintenance stated in Exhibit "B", "Shooting Facility Operation, Maintenance and Performance Standards".

6.2 Contractor has sole right to operate and manage all food and beverage concessions, or to enter into separate management agreements for their operation.

6.2.1 Contractor is to be responsible for providing and meeting all necessary permits, fees, rules, and regulations for the sale of food or beverages and must maintain a passing rating as designated by the local health authority.

6.2.2 Contractor, with prior approval of Community Services Department Director (“Director”), may keep upon the premises machines used for vending of goods, wares or merchandise.

6.3 Contractor shall determine all personnel requirements, recruitment schedules and compensation levels and shall employ, train, promote, discharge and supervise all personnel performing services in and about the Shooting Facility. Professional and all staff shall be required to wear matching uniforms, badges or other identifying attire.

6.4 Contractor shall have the right and responsibility, subject to limitations set for below, to establish all fees, including, but not limited to, individual shooter fees, group reservation fees, annual pass fees, classroom fees, concession and rental fees, merchandise, lessons and all other charges associated with operation of Shooting Facility.

The Shooting Facility is a public facility providing competitive and affordable recreational shooting services. Contractor must annually inform Director of the intended fee structure for the up-coming year no later than November 1 of each year.

6.5 Contractor and staff shall be responsible for all reports, and other pertinent information to be delivered to Director or designee a minimum of monthly, by paper or electronic means of delivery.

6.6 All exterior view signage clearly visible from a public street must be approved by the Director. All interior signs shall be computer or print generated (absolutely no handwritten signs) and shall be neatly and prominently displayed.

6.7 Contractor and staff shall park only in areas designated by Director.

6.8 Contractor shall establish accounting, cash collection and payroll procedures in compliance with generally accepted accounting principles as stated in Section 12 “Collection of Receipts and Accounting” of this Agreement.

6.9 Provide lessons and instructions in shooting by an NRA Certified Range Safety Officer. Contractor shall also provide all other services customarily provided by a Range Safety Officer in accordance with demand.

6.10 Operate, manage, and supervise the use of the shooting ranges and control and regulate their use in such a manner as to eliminate or prevent hazards or dangers to any person.

6.10.1 Furnish, without cost to Washoe County, all equipment necessary for the suitable operation of the shooting ranges.

6.11 Provide and supervise all shooter activity functions, collect user fees and coordinate specialty range use, and furnish, at no cost to Washoe County, suitable and qualified personnel in adequate number to insure efficient and safe performance of such duties.

- 6.12 Effectively advertise, market and promote public and specialty range use at the Shooting Facility and the sale of shooting-related merchandise and services.
- 6.13 Furnish and maintain proper facilities, equipment and devices for the minor repair of shooting facility equipment.
- 6.14 Assume full responsibility and expense for all electric and gas utilities, garbage, telephone service, intrusion alarm monitoring including repair, cable TV, internet service, and computer server. Maintain access road for water tank and keep road and tank area clear of vegetation. The responsibility for these services includes the duty to repair.
- 6.15 Provide all portable display platforms, signs, equipment and/or devices for the purpose of advertising or demonstrating the services, merchandise and/or equipment for sale or rent at the Shooting Facility.
- 6.16 Maintain stocks of shooting merchandise, shooting supplies and equipment in keeping with the demand.
- 6.17 Contractor shall be responsible for the preparation and submittal of liability/property loss reports, monthly cash and use reports, and other reports common to the operation of the business and/or as reasonably requested by Washoe County, by paper or electronic means of delivery.
- 6.18 Coordinate with volunteers, community organizations, hunter safety development programs, and promote youth and senior shooting opportunities to enhance shooting programs and customer service offerings.
- 6.19 Promptly pay any and all taxes imposed by the local, state or federal government, utility bills, merchant invoices, and all other liabilities with respect to its operation of a Washoe County shooting facility.
- 6.20 Comply with all applicable ordinances, laws, rules, and regulations of the county, city, state, and federal government; and of any political subdivision or agency, authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operations of the Shooting Facility, including but without limiting the generality of the foregoing, such rules and regulations of Washoe County as are consistent with the rights herein granted to the Contractor.
- 6.21 Upon termination of the resulting Agreement, surrender Washoe County property in as good condition as when received, ordinary wear and tear excepted.
- 6.22 Operate and manage Shooting Facility on Contractor's own credit and hold harmless Washoe County from any and all claims, demands or liability on account thereof. Washoe County shall not be responsible for any debts incurred by the Contractor in the performance of any resulting Agreement.
- 6.23 Provide and maintain a public shooting range, including:

- Work with groups, clubs, law enforcement and the general public to promote opportunities to enhance educational shooting programs and customer service offerings.
- Work with groups that utilize the classroom as a public meeting space for Washoe County meetings.
- Work with military and law enforcement agencies to allow continued use of the range on certain days and times.

- 6.24 Maintain all shooting ranges, berms, and landscaped areas which are part of the range.
- 6.25 Provide such signs and posters it shall deem necessary for public safety and convenience.
- 6.26 Maintain parking areas for the use of the general public.
- 6.27 Maintain the Shooting Facility to acceptable maintenance standards contained in Exhibit B, realizing the Shooting Facility is an asset of Washoe County. Quality of the Shooting Facility maintenance is also an important aspect to overall operation.
- 6.28 Maintain all facilities located on the real property that constitutes Shooting Facility in good repair and function, including without limitation, the shack, maintenance buildings and yard and irrigation system. Contractor is responsible for repairs and maintaining all improvements and modifications to Shooting Facility that Contractor has installed or caused to be installed. Repairs or improvements made by Contractor shall be subject to the provisions of Section 25 “Alterations and Improvements by Contractor”, at their own expense.
- 6.29 Provide all janitorial services and equipment to all areas of the Shooting Facility.
- 6.30 Own and maintain all necessary computer systems, connections, and point of sale systems required for the operation of the Shooting Facility.
- 6.31 The Contractor will ensure that operation and maintenance activities will not create fire hazards. In case of fires, the Contractor will assist with the initial response and call the Fire Department.
- 6.32 Facilities are subject to periodic fire inspection by the Fire Marshall. Ranges, roadways, and parking lots must be kept free of vegetation. Herbicide spraying within proper guidelines and regulations is permitted. Weeds and brush must be kept away from buildings and structures. Weeds and brush around ranges must be kept under proper landscaping management.

7 SERVICES AND FACILITIES TO BE PROVIDED BY COUNTY:

- 7.1 Keep in good order, condition and repair the foundations; structural condition of exterior walls and interior bearing walls; exterior roofs; and street to building septic, gas and water lines of the shack and maintenance shops.
- 7.2 Potable water for consumption by the Contractor and the general public and landscaping will be provided via the public water system for the facility by the County.

7.3 The septic system supporting range activities will be maintained at the County's expense.

7.4 Provide an annual compliance review of the Agreement. The review shall be conducted by a certified public accountant licensed by the Nevada State Board of Accounting and will include testing for compliance with special or defined procedures developed by public accountants and Washoe County.

8 PROFESSIONAL STANDARDS APPLICABLE TO RANGE SAFETY OFFICERS

Range Safety Officers hired by Contractor are required to maintain the status of a Range Safety Officer (RSO) certified by the National Rifle Association (NRA) during the term of this Agreement, a Chief Range Safety Officer certification, and any renewals thereto. In addition, Contractor shall operate and manage the Shooting Facility in accordance with the Code of Ethics of the NRA and County.

9 MARKETING AND ADVERTISING

Contractor is responsible for effectively advertising, marketing and promoting public and tournament play at the Shooting Facility and the sale of shooting related merchandise and services.

9.1 After the first year of this Agreement, Contractor shall, on or before January 31 of each year during the term of this Agreement, submit or make a presentation to County an annual sales and marketing plan for the Shooting Facility. County shall have the right to comment upon and make suggestions with respect to said plan, provided, however, while Contractor shall consider all of County's suggestions and comments, Contractor shall not be obligated to implement the same.

9.2 Contractor is aware that this is a public shooting facility, and as such, is expected to use discretion in the choice of advertising and marketing to ensure its appropriateness. County retains the right to request removal of advertising or marketing that it deems inappropriate as determined by the County's adopted Code of Conduct for County employees and officials.

10 HOURS OF OPERATION

Contractor shall devote adequate staff and personal attention to operate and manage a modern and efficient shooting facility.

10.1 The public range and merchandise sales shall be kept open whenever shooting facility is open except when those facilities need to be closed for maintenance, servicing, or repair.

10.2 Contractor shall recommend to the Director for approval an annual schedule setting forth the minimum hours during the year (weather permitting) when the Shooting Facility shall be

open for play. Contractor is responsible for opening and closing security gates. Contractor is responsible for the security of Shooting Facility and assets during all times it is closed.

10.3 Contractor or their assistant shall be available at all such scheduled times to provide instruction in shooting and to serve the public.

11 ESTABLISHMENT OF RATES

11.1 The Contractor shall determine fee rates by a survey of shooting facility fees in Washoe and Carson Counties, Nevada at comparable daily fee shooting facilities. The survey shall be conducted every year and shall include a wide sampling of publicly owned municipal and privately owned daily fee courses with a comparable (i) quality of physical improvements, and (ii) maintenance standards (“Comparable Shooting Facilities”). The fees shall be shown on the survey.

11.2 Unless otherwise specifically approved by the County, the rates for services (including fees) charged at the Shooting Facility shall not exceed 110% of the average fee as calculated in the survey described above provided that in no event shall fees ever be required to be reduced from the amount charged for fees in the previous year.

12 COLLECTION OF RECEIPTS AND ACCOUNTING

The following apply to Contractor and all management or service subcontractors. Contractor is responsible for ensuring any management or service subcontractors adhere to the following:

12.1 Definitions: The term “fees” shall be defined as all revenue collected from daily regular shooter fees, annual passes, group reservation fees, or other categories of revenue which may be established by the Contractor.

12.2 Contractor(s) shall establish cash collection and payroll procedures in compliance with generally accepted accounting principles; train and monitor all staff in the appropriate cash handling practices; at all times monitor and ensure the safety of all monetary exchanges; adhere to accepted credit card and other personal information security standards; limit the amount of cash and cash equivalences on site through regular banking procedures.

12.3 During the term of the contract, Contractor shall provide view access to all bank accounts established for the deposit of Shooting Facility revenue to the County.

12.4 Contractor shall submit to County, monthly reports of gross revenue, which will include shooter fees, group reservation fees, annual passes, merchandise sales, rental sales, food & beverage sales, and will state that group users sheets, cash register or point of sale receipts, and daily statement of receipts have been reconciled and are in agreement.

12.4.1 Contractor(s) shall be responsible for and explain any overages or shortages for the period.

12.5 Contractor(s) shall establish and maintain complete books of accounts and other records showing all business transacted in connection with the operation of the Shooting Facility in compliance with generally accepted accounting principles.

12.6 Contractor(s) agrees to install and maintain a system of accounts acceptable to County and its auditors.

12.6.1 All accounting records and supporting documents shall be subject to audit and inspection and made available at any and all reasonable times to County and its authorized officers, agents, or employees.

12.6.2 Accounting records and supporting documents shall be available on the schedule(s) required by the County's internal and external auditors. If Contractor fails to provide the required records and supporting documents, or provides inadequate information within the times specified herein, Contractor agrees to pay any additional charges incurred as a result of the delay in the completion of an audit.

12.6.3 At County's expense, Director reserves the right to authorize management audits, or other studies and reviews of Contractor's operating procedures, accounting and controls that are deemed desirable.

12.6.4 Contractor(s) shall be responsible for retaining all financial records for a minimum of seven (7) years from the date of creation of the record.

12.7 Contractor and designated staff shall be fully proficient and routinely use, as a standard administrative practice of the Shooting Facility operations, a cash register or point of sale system.

12.8 Contractor and any management or service subcontractors shall use either a calendar year, January 1 through December 31, or fiscal year, July 1 through June 30, as the established accounting period. Contractor's accountant and/or bookkeeper must conform to the scheduling requirements of the County and its audit teams. County shall have the authority to request Contractor to replace accountant and/or bookkeeper if unsatisfactory response to scheduling requirements are demonstrated and/or consistent.

13. PERFORMANCE BENCHMARKS

Performance benchmarks and completion dates have been established in section 9 "Marketing/Advertising" and section 25 "Alterations and Improvements by Contractor."

13.1 County shall utilize a "report card" for evaluation purposes. County reviews shall be conducted two times each year.

13.2 Failure to meet benchmarks and specific performance dates may result in additional reviews.

13.3 Contractor will be reviewed for, but not limited to, adherence to the standards established in, Exhibit B, Shooting Facility Operation, Maintenance and Performance Standards, the financial viability review and the extent and nature of management and auditing concerns provided through annual financial audits, and customer satisfaction as measured by various sources such as the community section on Shooting Facility website, social media reviews (such as Yelp), and reports made by the historical specialty range users (both public and private).

14. WATER RESOURCES

14.1 County is the owner of the existing public water system (PWS ID#NV0003094). All aspects of the system from well to storage tank to distribution system to backflow assemblies will be maintained by County.

14.2 County will coordinate any necessary inspections and repairs with Operator during the term of this Agreement.

15. ENERGY CONSERVATION

Contractor shall make every effort to conserve energy, whenever and wherever possible, including, but not limited to, the heating and lighting of areas necessary to conduct business during operating hours or maintain security.

16. PERFORMANCE BOND

Contractor shall be required to provide a performance bond, in a form acceptable to Washoe County in its sole discretion, issued by an insurance company qualified/licensed to do business in Nevada, in the amount of One Hundred Thousand Dollars (\$100,000). Said bond must name Washoe County as sole obligee. Said bond will be released at the expiration or termination of the resulting Agreement, provided the Contractor has fully and completely performed under the Agreement.

The County may resort to the Performance Bond as provided in section 32.

17. FIXTURES

17.1 Any fixtures or items permanently attached to the shack, maintenance shop or classroom in connection with the operation of the shooting facility shall become the property of Washoe County upon the termination of Agreement.

17.2 Upon expiration or termination of this Agreement, Contractor shall quit and surrender the premises under his control, including permanent fixtures attached thereto and personal property of the County, to County in as good condition as at the date of the execution of this Agreement, ordinary wear and tear excepted.

18. PREFERENTIAL TREATMENT FORBIDDEN

18.1 Contractor shall not grant any preferential treatment to any individual or group of individuals except as authorized by the rules and regulations pertaining to the Shooting Facility.

18.2 Complimentary fee waivers and other services and charges are at the discretion of the Contractor and shall relate to business purposes such as advertising and promotion of the shooting facility, exposure of the shooting facility to suppliers, contractors and vendors who may serve the shooting facility and courtesies extended by Shooting Range Professionals to their peers.

19. RELATIONSHIP WITH COUNTY, COOPERATION

Contractor shall be accountable in all of its operations to the Director or designee. County recognizes and acknowledges that Contractor will need the assistance and cooperation of County in order to properly perform and fulfill Contractor's covenants and obligations under this Agreement. Therefore, County agrees it shall execute such documents and do such further acts and things as Contractor reasonably requests in order to assist Contractor in fulfilling its obligations under this Agreement. County further agrees it shall designate a specific officer or agent having appropriate experience and authority whose responsibility it is to work with Contractor in assuring that Contractor obtains the full cooperation and assistance of County, subject to the terms of this Agreement and all applicable laws.

19.1 Contractor shall also cooperate with other County Departments in matters related to the Shooting Facility.

20. NOT CONTRACT OF LEASE

It is understood and agreed that the Shooting Facility is not leased to Contractor, that they are a licensee and not a lessee thereof; that their right to occupy and operate the same, as granted herein, shall continue only so long as each and all undertakings, provisions, covenants, agreements, stipulations and conditions herein contained are strictly complied with. Nothing in this Agreement shall grant any right, title or interest in Shooting Facility to Contractor.

21. INSURANCE REQUIREMENTS, DAMAGE AND RESTORATION

21.1 See Exhibit "A" for insurance requirements for contractors of the County.

21.2 Damage and Restoration

21.2.1 Total Destruction: If the buildings or other improvements on the Premises licensed under this Agreement should be totally destroyed (i.e., damage in excess of partial destruction as defined in Section 21.2.2) by fire or other casualty or a force majeure occurrence, Contractor shall have the option, to be exercised in writing within sixty (60) days of such destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder, or (b) cooperate and not

unreasonable interfere with the County should the County elect to repair and restore the Premises.

21.2.2 Partial Destruction: If the buildings or other improvements on the Premises licensed under this Agreement should be partially damaged by fire or other casualty or a force majeure event, then Contractor shall, subject to the availability of insurance proceeds (it being understood and acknowledged that Contractor shall have no obligation to repair or restore any portion of the Premises if insurance proceeds are not available to fully restore the same), cooperate and not unreasonably interfere with the County on the restoration of the buildings, improvements in a good and workmanlike manner to a condition as good as or better than the condition in which the buildings, and improvements existed prior to their damage or destruction. For purposes of this Agreement, the term “partially damaged” means (a) damage to the extent of one third or less of the value of the buildings, and improvements at the Premises. If the insurance proceeds received by the County are not sufficient to fully restore the Premises, then Contractor may terminate this Agreement upon written notice to County in which event the parties shall have no further liability hereunder. In addition, notwithstanding anything in this Section 21.2.2 to the contrary, if, as a result of the partial destruction of the Premises, County is unable to make full and productive economic use of the Premises and, in Contractor’s reasonable determination, the full and complete restoration of the Premises will take in excess of one hundred eighty (180) days, then Contractor may, upon written notice to Owner within sixty (60) days after the partial destruction occurs, terminate this Agreement, in which event the parties shall have no further obligations hereunder.

21.2.3 Damage During the Last Two Years of the Agreement Term: Notwithstanding the provisions of Section 21.2.2 to the contrary, if during the last two years of the term of this Agreement, the buildings or other improvements on the Premises licensed under this Agreement is damaged to the extent of ten percent (10%) of the value of the buildings, improvements and Personal Property at the Premises or more, then Contractor shall have the option, to be exercised within thirty (30) days of such damage or destruction, to either (a) terminate this Agreement in which event the parties shall have no further obligations hereunder or (b) elect to repair and restore the Premises in accordance with the provisions of Section 21.2.2 above.

22. PROPERTY INSURANCE

As the owner of the Shooting Facility property, County maintains insurance covering damage to its property. This requirement may be satisfied through a program of self-insurance. Any such insurance shall be for the sole benefit of the County and Contractor shall have no claim to any proceeds there from except as otherwise expressly provided herein. The County is not required to use the proceeds for reconstruction or repair if it its sole discretion the County elects to cease providing a County shooting facility on the premises.

22.1 Contractor shall secure insurance covering its personal property, supplies and inventories at his own expense and shall secure and maintain such insurance as is necessary to protect against any claim for damage to private property. In addition, Washoe County has established specific indemnification and insurance requirements for agreements with contractors to help ensure that reasonable coverage is maintained. Indemnification and hold harmless clauses are intended to ensure that contractors are aware of and accept the responsibility for losses or liabilities related to their activities. Exhibit A, Pages 1-4, is attached and included by reference. All conditions and requirements identified in this Exhibit shall be completed prior to the commencement of any work under this agreement.

23. HAZARDOUS SUBSTANCES AND MATERIALS

23.1 Contractor shall maintain on-site, Material Safety Data Sheets (MSDS), as defined and prescribed in 29 C.F.R. Section 1910.1200, for all hazardous substances purchased by Contractor for use under this Agreement.

23.2 Contractor shall apprise personnel of the hazards to which they may be exposed in using, handling, transporting, or disposing of hazardous substances, and to obtain medical treatment for those who may be affected by the substance.

23.3 Contractor shall immediately report all spills of hazardous substances to Northern Nevada Public Health; the Community Services Department; and the Washoe County Risk Manager or Safety Officer.

24. CONTRACTOR'S USE AND POSSESSION OF PREMISES

24.1 The shooting Facility premises and all other improvements thereon shall be used by Contractor to provide recreational shooting services. It is understood and agreed that the said premises shall be used by Contractor during the term of this Agreement only for the above stated purposes and for direct ancillary uses with the prior written approval of the County, and for no other purposes or uses whatsoever.

24.2 Contractor will not make or permit any use of the said premises which, directly or indirectly, is forbidden by public law, ordinance or government regulation which may be dangerous to life, limb or property. Contractor may not commit waste on the premises, use the premises for any illegal purpose, or permit a nuisance on the premises.

24.3 In the event that Contractor uses these premises for any purposes not expressly permitted herein, the County may terminate this Agreement, subject to the curative periods set forth herein, and without notice to Contractor restrain such improper use by injunction or other legal action.

24.4 Quiet Enjoyment

Subject only to the terms of this Agreement, so long as Contractor complies with its obligations under this Agreement, Owner shall secure to Contractor the quiet and peaceful enjoyment of the Premises and the sole and exclusive possession of the Premises without objection or interference from Owner or any party claiming under Owner.

24.5 Frustration of Purpose

At any time during the term of this Agreement, (i) if the governing body of any political subdivision having competent jurisdiction over the Premises should enact any valid zoning or other ordinance, law or regulation (collectively, "Use Law") which prohibits the use of the whole or a substantial part of the Premises for the purposes as provided in Section 2 of this Agreement; (ii) if an event of force majeure (collectively, "Force Majeure Event") occurs, including without limitation, declared or undeclared war, sabotage, riot or other acts of civil disobedience, acts or omissions of government, labor disputes, shortages of fuel or other materials, accidents, fires, explosions, floods, earthquakes, or other acts of God, which substantially prevents Contractor's use of the Premises as provided for in Section 2 of this Agreement; or (iii) if Facilities become unavailable or inadequate so as to substantially interfere with Contractor's use of the Premises as provided in Section 2 of this Agreement, it is agreed that Contractor may elect, within one hundred twenty (120) days after the effective date of such Use Law or the occurrence of the Force Majeure Event, or the date Facilities become unavailable or inadequate, to cancel this Agreement and surrender possession of the Premises. Any such cancellation and surrender shall act to release and discharge Contractor from any further obligation under this Agreement. In addition, it is agreed that during the period of any Force Majeure Event; during the period that Facilities are unavailable or inadequate; and/or during any period that any defect in the Premises substantially interferes with Contractor's use of the Premises as provided in Section 2 of this Agreement, Owner and Contractor shall be excused from performing their respective obligations under this Agreement whether or not Contractor exercises its right to terminate as provided herein.

25. ALTERATIONS AND IMPROVEMENTS BY CONTRACTOR

25.1 Contractor has inspected the premises and hereby accepts the premises in its present "as is" condition. Contractor shall not make any alteration or addition to any portion of the Shooting Facility or to any equipment belonging to County located at the Shooting Facility without prior written consent of the Director. Except as otherwise provided in this Agreement, Contractor shall, at its sole cost, maintain and repair the Premises in accordance with the maintenance standards set forth on Exhibit "B" attached hereto.

25.2 In the event that Contractor wishes to make improvements to said real property, it may do so with the prior approval of the County utilizing funds accumulated in the Capital Improvement Fund, unless otherwise agreed upon by both parties, and satisfying all statutory and code requirements of applicable governmental entities including the provisions of NRS 338, if applicable as determined by the County. Such improvements paid from the funds accumulated in the Capital Improvement Fund will be owned and insured by County.

25.3 All improvements by the Contractor shall be performed in a good workmanlike manner in accordance with sound construction practices and in accordance with all applicable codes and regulations. Contractor shall keep the premises and said improvements free and clear of liens for labor and materials and shall hold the County harmless from any responsibility in respect thereto.

26. OWNERSHIP OF EQUIPMENT AND FURNISHINGS

26.1 All furnishings and equipment installed on the premises by the Contractor shall be personal property and Contractor shall have legal title thereto during the term of this Agreement.

26.2 Title to all supplies, furnishings, inventories, and removable equipment and other personal property not originally provided by the County shall remain the Contractor's, and Contractor shall have the right to remove such items, excepting licenses, from the premises without damaging the premises unless the Contractor is in default hereunder. Such items must be removed within fifteen (15) days of expiration of this Agreement or title to all items will vest to the County.

26.2.1 Contractor shall consider any reasonable offer to buy the above items from the County upon expiration or termination of this Agreement.

26.3 If Contractor is in default, all items listed in Section 26.1 shall automatically vest to the County to offset any real or anticipated damages.

27. LICENSES AND PERMITS

Contractor shall pay for all licenses, permits, and fees necessary for Contractor to construct improvements, if any, and conduct Contractor's business on the premises.

28. LIENS

28.1 Contractor will not permit any mechanics, laborers or material man's liens to stand against the premises or improvements for any labor or materials to the Contractor or claimed to have been furnished to Contractor's agents or subcontractors, in connection with work of any character performed or claimed to have been performed on the premises, or improvements by or at the direction or sufferance of the Contractor; provided, however, Contractor shall have the right to contest the validity or amount of any such lien or claimed lien.

In the event of such contest, Contractor shall give the County reasonable security as may be demanded by the County to ensure payment thereof and prevent sale, foreclosure or forfeiture of the premises or improvements by reason of such non-payment.

Such security shall be posted by the Contractor within fifteen (15) days of written notice from the County, or Contractor may "bond off" the lien according to statutory procedures.

28.2 Contractor will immediately pay any judgment rendered with all proper costs and charges and shall have such lien released or judgment satisfied at Contractor's own expense.

29. CESSATION OF OPERATIONS

In the event County, for any reason, determines through its Board of County Commissioners at a duly-noticed public meeting not to continue to operate the Shooting Facility open to the general

public, this Agreement shall terminate, and in such event, Contractor agrees to hold the County free from any charge or penalty provided for in this Agreement.

30. VACATION OF THE PREMISES

In the event of the termination of this Agreement for any reason other than expiration, Contractor shall peaceably vacate the premises within such time as may be specified in the written notice to vacate which the County shall deliver to Contractor. The notice shall provide for not less than thirty (30) days in which to vacate, except in cases where continued presence of Contractor would cause immediate injury or damage to the County or other persons, in which case vacation may be immediate.

30.1 Upon the expiration or earlier termination of this Agreement, Contractor shall return the Personal Property initially provided by County and which is not fully depreciated or past its useful life in the same or better condition than when it was received by Contractor. Contractor agrees to have all personal property, fixtures, and equipment appraised at the time this agreement is executed and supply owner with a schedule and current value of the same. At the termination of this agreement Contractor shall have a second appraisal performed and provide it to County. The total value of the personal property, fixtures and equipment (hereinafter "equipment") to be returned to County must be of equal or greater value to the initial appraised value adjusted for inflation and depreciation. During the term of this agreement Contractor shall purchase or otherwise acquire replacement equipment as required and shall maintain the existing equipment for as long as feasible.

31. NONDISCRIMINATION

In accordance with NRS 338.125, in connection with the performance of work under the resulting Agreement, the Contractor agrees not to discriminate against any customer, guest, employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age. Such agreements shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

32. RIGHT OF CANCELLATION

Each party may terminate this Agreement for any of the following reasons:

32.1 If either party breaches a material provision hereof ("Cause"), the non-breaching party shall give the other party notice of such Cause. If the Cause is remedied within thirty (30) days in the case of any cause other than failure to make payment, the notice shall be null and void.

32.1.1 If the Contractor is more than thirty (30) days past due on any fees owed to the County under this Agreement, the County may submit a claim against the Performance Bond. If the County is not made whole from the proceeds of the Performance Bond within sixty (60) days of submission of the claim, the County reserves the right to terminate and cancel the Agreement without waiving its rights to recover against the Performance Bond. The County shall continue to submit claims against the Performance Bond for any and all subsequent periods of nonpayment, and shall have the right to terminate the Agreement if such claim is not paid within sixty (60) days of submittal of all subsequent claims, until the face amount of the Performance Bond is exhausted, at which time the County will have the right to cancel the Agreement without further notice and without waiving its right to collect from the Performance Bond.

32.2 If such Cause is not remedied within the specified period, the party giving notice shall have the right to terminate the Agreement upon expiration of such remedy period. The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights or remedies available to either party at law or in equity.

32.3 In addition to all other rights herein, County may terminate this Agreement without prior notice should the Contractor become insolvent, voluntarily file for bankruptcy or receivership, or make any assignment for the benefit of creditors, or should the other party have commenced against it any proceeding, suit or action in bankruptcy or receivership provided such proceeding, suit or action is not dismissed within thirty (30) days.

32.4 Upon notice of cancellation, Contractor shall be required to continue fulfilling its obligations under this Agreement until other satisfactory arrangements are completed by the County, not to exceed ninety (90) days.

33. ASSIGNMENT

No assignment of any agreement resulting from award of this bid shall be allowed, including the right to receive payment, without the express written permission of Washoe County.

34. DEFAULT

Termination for default shall result in proceedings against the Contractor, which may result in its being debarred from providing services to County for a period not less than five (5) years after the expiration date of the defaulted Agreement. In addition, the defaulting Contractor may be charged for any additional cost to County for the provision of services as defined in Section 2 "Scope of Services" for the remaining term of this Agreement.

35. THIRD PARTY RIGHTS

This Agreement is not intended to create, nor shall it be construed to create, any third party beneficiary rights in any person not a party hereto.

36. EXCLUSIVE

This is an exclusive agreement between Washoe County and Contractor during the term of the agreement.

37. NOTICES

Except as otherwise specified, all notices under this Agreement shall be in writing.

Notice to Contractor shall be addressed to:

Nevada Firearms Academy and Range LLC
9425 Double R Blvd., Suite C
Reno, Nevada 89521

Notice to County shall be addressed to:

Washoe County Community Services Department
c/o CSD Director
1001 E. Ninth Street, Bldg. A
Reno, NV 89512

38. NOTICE TO PROCEED

Approval by the Board of County Commissioners of this Agreement constitutes a Notice to Proceed.

39. EXTENSION OF SERVICES

Contractor may be required to continue performance of services beyond the expiration date of this Agreement, upon the County's request, at the rates specified in this Agreement. The total extension of any performance hereunder shall not exceed six (6) months. Any extension to this Agreement shall be in writing and signed by both parties.

40. REOPENER

In addition to the provisions of Section 3 of this Agreement the parties reserve the right to renegotiate any part of this agreement from time to time based on unforeseen conditions.

41. GOVERNING LAW

This Agreement shall be governed, interpreted and construed in accordance with the laws of Nevada, and any dispute will be heard in the Second Judicial District Court of Nevada. If any provision of this Agreement shall be held or declared to be void or illegal for any reason, all other provisions of this Agreement which can give effect without such illegal provision shall nevertheless remain in full force and effect. The section headings of this Agreement are intended solely for convenience; they are not part of this Agreement and shall not affect its construction.

42. DRAFTING PRESUMPTION

The parties acknowledge that this Agreement has been agreed to by all of the parties, that all of the parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against any party as the drafter of the Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and subscribed their signatures as of the date and year indicated.

BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

Date: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,2024
by_____.

NOTARY

LICENSEE

By: _____

Title: _____

Date: _____

STATE OF NEVADA)
)ss.
COUNTY OF WASHOE)

This instrument was acknowledged before me on _____,2024
by_____.

NOTARY