

Contract Number: EC0000000015457
(Please reference this number on your invoices for payment)

FIREARMS EDUCATION CENTER AGREEMENT

Department: 44 - General Services Administration

Vendor: VC0000005367 - CHATHAM COUNTY

Description of Services: To grant a limited non-exclusive license for Licensee's use of the Wake County Firearms Education and Training Center. Licensee shall utilize the Facility solely for the purpose of firearms qualification and training.

BOC Date Approved:

Contract Start Date: 7/1/2026

Contract End Date: 6/30/2027

Max Amount Payable: \$0.00

Funding Source(s):

Federal State County Grants Other X None

BFY	Acct Template	Object	Description	Amount
BFY	Accounting Template	Object Code	Description	Line Amount
2027	505059			\$0.00

Competition:

RFP#: **Next Competition:** NOT APPL **Year Last Competed:** NOT APPL

Person Responsible for Monitoring the Contract Performance Requirements:

Michael Gammon

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**STATE OF NORTH CAROLINA
COUNTY OF WAKE**

THIS NON-EXCLUSIVE LICENSE AGREEMENT (“Agreement”), is made and entered into as of Effective Date, by and between **WAKE COUNTY**, a body politic and corporate (hereinafter referred to as “Wake County”), and **CHATHAM COUNTY**, a body politic and corporate (hereinafter referred to as “Licensee”), both Wake County and Licensee being jointly referred to herein as “the Parties.”

RECITALS:

WHEREAS, Wake County is the owner of the Wake County Firearms Education & Training Center, an indoor firearm shooting range, located at 3921 Old Holly Springs Apex Road, Apex, North Carolina 27539 (also referred to herein as “the Facility”); and

WHEREAS, Wake County desires to continue to offer use of the Facility to Licensee and other law enforcement agencies; and

WHEREAS, Wake County has entered into an MOU with Wake County Sheriff’s Office (WCSO) granting authorization to oversee the use of the Facility by other law enforcement agencies for employee training purposes; and

WHEREAS, dual use of the Facility by law enforcement officers and the public is compatible with the historic purpose for which the Facility was constructed.

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, the Parties hereto contract and agree as follows:

SECTION 1. PURPOSE AND INTENDED USE

The purpose of this Agreement is to grant a limited non-exclusive license for Licensee’s use of the Facility. Licensee shall utilize the Facility solely for the purpose of law enforcement training.

SECTION 2. TERM AND PAYMENT.

The term of this Agreement shall commence on the Effective Date set forth in Section 20 and shall continue until June 30, 2027, unless otherwise terminated in accordance with the terms of this Agreement.

Licensee shall pay Wake County for its use of the Facility in accordance with the County’s annual fee schedule adopted by the Wake County Board of Commissioners as attached hereto as *Exhibit B*. Licensee shall be responsible for payment of a no-show fee if cancellation notice is not provided at least 24 hours before scheduled use. The no-show fee shall be the cost for the time reserved per range, not to exceed 4 hours. Licensee will be invoiced monthly. Failure to pay within

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30 days may result in suspension of use of the Facility. Licensee shall be responsible for furnishing and supplying all equipment, apparatus, supplies, and ammunition associated with the training exercises it conducts within the Facility. Wake County Sheriff's Office may provide cardboard and target stands. Wake County may add damage charges to facility use invoices (not to exceed \$100 per incident) for the replacement of any Wake County Sheriff's Office provided target stands that are damaged by Licensee. Local, State, and Federal government agencies shall not use the facility without the availability of appropriations to make payments under this agreement.

SECTION 3. NON-EXCLUSIVE LICENSE GRANTED

Subject to the terms and conditions herein, Wake County hereby grants Licensee a non-exclusive license to use the Facility in assigned interior spaces and designated parking lot.

Such use shall be limited to a schedule of dates and times at the Wake County Firearms Education & Training Center that shall be coordinated in advance by the Wake County General Services Administration Department (GSA) and the Wake County Sheriff's Office subject to the terms of this Agreement. Licensee acknowledges that other law enforcement agencies and the public will also utilize the Facility at separately scheduled times.

SECTION 4. STIPULATIONS AND LIMITATIONS ON USE

By execution of this Agreement, Licensee agrees and acknowledges that it will adhere to the following conditions and limitations:

1. Use of the Facility shall be limited to the interior portion of the Facility denoted in "Facility Space" and "Shared Space" assigned to the Wake County Sheriff's Office, as set forth and shown on the floor plan attached hereto as *Exhibit A*, which is specifically incorporated by reference, and the exterior parking lot.
2. Use of the Facility shall be limited to law enforcement training exercises only.
3. Use of the Facility shall only be made available to Licensee's current employees or those individuals to whom Licensee has made a conditional offer of employment that are required to qualify prior to being certified by the state law enforcement credentialing organization. Under no circumstances shall Licensee allow entry into the Facility by any other non-employee, agent, or member of the public who is not covered by Licensee's Workers' Compensation Insurance. Employees and conditional employees must be under the direction and oversight of Licensee. Licensee assumes responsibility for injury to individuals to whom Licensee has permitted entry into the facility and Licensee shall indemnify and hold harmless Wake County for any injury sustained.
3. Licensee shall ensure that there is a certified firearms instructor on site who also has a CPR certification. Copies of the certifications shall be presented to the Wake County Sheriff's Office range manager prior to arrival at the Facility.
4. Access shall be limited to the Facility and the designated parking areas appurtenant thereto. Under no circumstances shall the Licensee or its permitted occupants utilize any exterior portions of the property for training purposes. Shooting or target practice outside the Facility is expressly prohibited.

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5. Any proposed joint law enforcement agency use must be approved in writing by Wake County General Services Administration and in accordance with the terms of this Agreement.
6. Access to the Facility shall be limited to pre-approved scheduled hours and times authorized by the Wake County General Services Administration Department and scheduled through the Wake County Sheriff's Office.
7. Licensee shall remove any trash or debris from the Facility following each use, including any shell casings and brass from the range, and place it in the designated recycling bins.
8. Licensee shall be responsible for furnishing and supplying all equipment, apparatus, and supplies associated with its use and operation of the Facility that are not otherwise provided for herein. Wake County Sheriff's Office may provide cardboard and target stands. Licensee shall follow appropriate safety protocols, including training and the use of personal protection equipment (PPE).
9. Licensee may not conduct any environmental testing of the Facility. Wake County General Services Administration Department is solely responsible for this function.
10. Licensee shall immediately report any damage to any fixtures or components of the Facility to the Wake County Sheriff's Office range manager or the GSA Request Center at (919) 856-2777.
11. Licensee shall immediately report any accident, casualty, or injury that occurs at the Facility to the Wake County Sheriff's Office range manager or the GSA Request Center at (919) 856-2777.

Failure to adhere to the aforementioned conditions and those set forth in this Agreement may result in immediate cancellation of this Agreement.

SECTION 5. CONDITION OF FACILITY

Licensee may not make any permanent modification, addition, or alteration to the Facility for the purpose of use under this Agreement, unless specifically authorized by the Parties in writing. In the event that any intentional or accidental modification, addition, alteration, or destruction of the Facility occurs during the scope of this Agreement, due to the Licensee's acts or omissions, Licensee shall restore the Facility to a state as agreed to by the Parties. To the extent permitted by law, Licensee shall compensate Wake County for damage to the Facility caused by Licensee's employees, arising from the use of the Facility by Licensee, beyond that expected from its intended use and with the exception of ordinary wear and tear. If the Licensee is an agency of the United States Government, the Licensee shall be liable under the provisions of the Federal Tort Claims Act (FTCA) as set forth in Title 28, Sections 1346(b) and 2671-2680. This provision shall not in any way affect immunity defenses available to either Party and shall not be interpreted as a waiver of governmental or sovereign immunity.

Licensee shall walk through the Facility each time it takes possession of the building and each time it releases possession of the building. Licensee shall document any damage to the Facility and any maintenance needed.

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SECTION 6. ANTI DISCRIMINATION

In consideration of signing this Agreement, the Parties hereby agree not to discriminate in any manner on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, pregnancy, marital or familial status, sexual orientation, gender identity or expression, national origin, or ancestry, National Guard or veteran status, religious belief or non-belief, age, or disability with reference to the subject matter of this Contract. The Parties agree to comply with the provisions and intent of Wake County Code of Ordinances Title III, Section 34. This anti-discrimination provision shall be binding on the successors and assigns of the Parties with reference to the subject matter of this Contract.

SECTION 7. RELATIONSHIP OF PARTIES

Nothing in this Agreement shall be interpreted to make the Parties hereto partners, joint venturers, or agents of each other in any manner or form whatsoever. Licensee represents that it has or will secure at its own expense all personnel required in performing activities during its use of the Facility, as contemplated herein. All personnel shall be fully qualified and shall be authorized or permitted under Federal, State, or local law to perform such services. It is further agreed that Licensee will obey all applicable Federal, State, and local statutes, rules, and regulations while on the Facility for the duration of this Agreement.

SECTION 8. CANCELLATION

This Agreement or any amendments thereof may be canceled by either Party for any reason upon thirty (30) days' written notice to the other Party.

Notwithstanding the above, Wake County may suspend use of the Facility at any time for the purpose of conducting required maintenance, repairs, replacements, lead abatement, or addressing any other safety concerns. Further, Wake County may cancel this Agreement, without notice, for any failure of the Licensee to comply with the conditions and terms of this Agreement.

In the event of cancellation under this section by either Party, Wake County shall not be liable to Licensee for costs, expenses, or damages of any kind arising out of such cancellation.

SECTION 9. NON-WARRANTY AND ASSUMPTION OF RISK

Licensee acknowledges that there are or may be conditions on and around the Facility that may pose the risk of physical injury, death, or property damage. To the extent permitted by law, Licensee assumes all risk and responsibility for any personal injury, death, or damage to property which Licensee may sustain during the term of this License arising out of use of the Facility, caused by Licensee or its employees. Notwithstanding the above, nothing herein shall waive immunity defenses available to either Party and shall not be interpreted as a waiver of governmental or sovereign immunity.

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SECTION 10. INSURANCE REQUIREMENTS

Licensee shall obtain at its sole expense, and keep in force continuously during the term of this License and any activities occurring hereunder the following minimum insurance coverage as required in the County's contract control policy:

Commercial General Liability, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including contractual liability.

Workers' Compensation Insurance, with limits for Coverage A: Statutory for State of North Carolina and Coverage B, Employers Liability: \$1,000,000 each accident/disease policy limit/disease Each Employee.

Commercial Automobile Liability, with limits of no less than \$1,000,000 per accident for bodily injury and property damage applicable to any vehicle used during performance of activities of this Agreement, including coverage for owned, hired, and non-owned vehicles. Evidence of commercial automobile coverage is only required if vehicles are used in the activities of this Agreement and/or are brought on a Wake County site.

All insurance companies must be authorized to do business in North Carolina and have an AM Best rating of "A-/VII" or better; or have reasonable equivalent financial strength to the satisfaction of the County's Finance Office.

Insurance with limits no less than those specified above and proof of rating, if requested, shall be evidenced by a Certificate of Insurance issued by a duly authorized representative of the insurer and provided to the Wake County Finance Office prior to the Use of the Facility.

Provider shall be responsible for providing the Wake County Finance Department with 30 day notice of insurance policy cancellation or non-renewal during the term of this Agreement and for three years subsequent for any claims made coverage.

In the case of self-insurance, or a department, institution, or agency of North Carolina or of the United States Government whose liability is determined by the North Carolina Tort Claims Act, or the Federal Tort Claims Act, in lieu of any of these set out insurance requirements, a letter of explanation must be provided to and approved by the Wake County Finance Office.

Copies or originals of correspondence, certificates, endorsements or other items pertaining to insurance shall be sent to:

**Wake County Finance Office
P. O. Box 550
Raleigh, NC 27602**

Licensee acknowledges that Wake County does not provide insurance for Licensee or its employees. Licensee shall be responsible for maintaining any required insurance while participating in activities under this Agreement. Licensee further agrees that its employees are on the premises of the Facility for the benefit and training of Licensee's employees, and Licensee agrees and warrants that Licensee

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must provide coverage of its employees under the Workers' Compensation Act or Federal Employees' Compensation Act and understands that Wake County is not liable or responsible for workers compensation or other coverages to Licensee's employees for injury or death arising out of the use of the Facility.

Except for workers' compensation and any coverage for which it is not permitted, Wake County must be included as an additional insured on all insurance policies.

SECTION 11. INDEMNIFICATION AND FINANCIAL RESPONSIBILITY

Licensee shall be responsible for, and to the extent permitted by law, indemnify and hold Wake County harmless from all loss, liability, claims or expense (including reasonable attorney's fees) arising from bodily injury, including death, to any person or persons or property damage caused in whole or in part by the negligence or willful misconduct of Licensee, its agents, employees, students, instructors, or contractors except to the extent that the same are caused by negligence or willful misconduct of Wake County, its agents, employees or contractors. This provision shall not in any way affect immunity defenses available to either Party and shall not be interpreted as a waiver of governmental or sovereign immunity. For the avoidance of doubt, indemnification and hold harmless provisions do not apply if Licensee is a State or Federal governmental entity.

SECTION 12. NO WAIVER OF SOVEREIGN IMMUNITY

Licensee and the County do not waive any sovereign or governmental immunity by entering into this Agreement. The Parties agree that nothing herein shall be construed to mandate purchase of insurance by the County pursuant to N.C.G.S. 153A-435; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive the defense of sovereign or governmental immunity in any cause of action alleged or brought against the County or Licensee. Specifically, naming Wake County as an additional insured, if applicable, is not intended by Wake County to constitute a waiver of any applicable statutory or common law immunities that Wake County may have under applicable law, including but not limited to governmental or sovereign immunity.

SECTION 13. NON-ASSIGNMENT

Neither Party shall assign this Agreement, including any rights arising hereunder, to any other Party without the prior written agreement of both Parties.

SECTION 14. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina, to the extent permitted by and not in conflict with Federal law. To the extent that Federal law does not permit the application of State law or State law conflicts with Federal law, applicable rights and obligations under this Agreement shall be construed and enforced in accordance with applicable Federal laws of the United States of America. Any action to enforce the terms of this Agreement shall be brought exclusively in Wake County, North Carolina.

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SECTION 15. NO THIRD-PARTY BENEFICIARIES

This Agreement is not intended for the benefit of any third party. The rights and obligations contained herein belong exclusively to the Parties and shall not confer any rights or remedies upon any person or entity other than the Parties hereto.

SECTION 16. ENTIRE AGREEMENT

The terms and provisions in this Agreement constitute the entire agreement by and between Wake County and Licensee and shall supersede all previous communications, representation, or agreement, either oral or written between the Parties hereto with respect to the subject matter hereof. No oral representations, statements, or inducements apart from this Agreement have been made.

SECTION 17. MODIFICATION/RENEWAL

Any renewals or modifications of this Agreement must be in writing, signed by both Parties, and executed with the same formality as the foregoing instrument.

SECTION 18. SEVERABILITY

If any provision of this Agreement shall be determined to be unenforceable by a court of competent jurisdiction, such determination will not affect any other provision of this Agreement.

SECTION 19. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed an original. A facsimile or digital signature shall be accepted as an original signature for the purpose of execution or amendment of this Agreement.

SECTION 20. EFFECTIVE DATE OF AGREEMENT

The effective date of this Agreement shall be the date upon which it first becomes fully executed by both Parties (“Effective Date”).

SECTION 21. E-VERIFICATION

If the party is a state or local agency, the Party warrant that they are aware of, and are in full compliance with, Article 2 of Chapter 64, (NCGS 64-26(a)) relating to the E-Verify requirements. Federal agencies warrant that they, through means of E-Verify or a background and suitability investigation, have verified the employment eligibility of their employees.

SECTION 22: COMPLIANCE WITH LAWS

The Parties shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of the business and performance of this Agreement, including those of Federal, State, and local agencies having jurisdiction and/or authority.

[Signature page follows.]

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IN TESTIMONY WHEREOF, LICENSEE and WAKE COUNTY, through their authorized officers or representatives and by their own hands have hereunto set forth their hands and seals as of the Effective Date of this Agreement.

CHATHAM COUNTY

By: _____
Bryan Thompson
Chatham County Manager

Date: _____

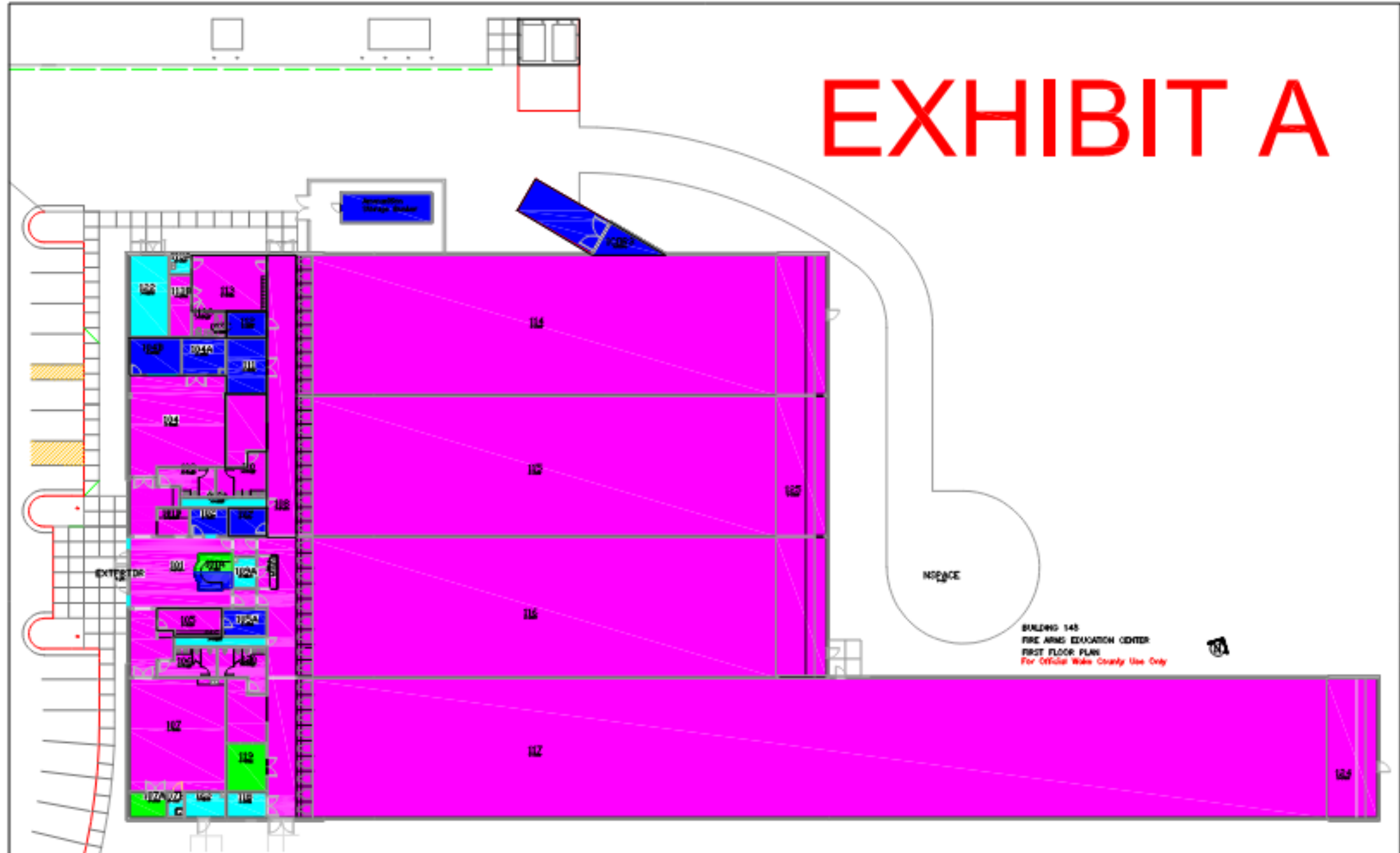
WAKE COUNTY

By: _____
Ryan Davidson, Director
General Services Administration

Date: _____

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EXHIBIT A



Departments	Assignable Area	Rentable Area	Count
5001 SHERIFF	1,968	2,238	9
7120 NC WILD LIFE RESOURCE COMMISSION	395	411	3
GSA	4,497	4,629	8
Shared Spaces	43,115	47,496	25
Total	49,975	54,774	45

REVISIONS:

FIRE ARMS EDUCATION CENTER
 FIRST FLOOR PLAN
 3921 OLD HOLLY SPRINGS-APEX ROAD

DATE: 2/24/05
 DRAWING: 148FAE01
 SCALE: NTS
 PRINTED: 9/15/2022

BUILDING 148
 FIRE ARMS EDUCATION CENTER
 FIRST FLOOR PLAN
 For Official Wake County Use Only

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Exhibit B. Wake County Firearms Education and Training Center Fee Schedule

Name	Description of Fee	Current Fee
Law Enforcement Agency Rentals		
LEO Firing Range Rental Fee	Hourly fee charged per range rented by Law Enforcement Agency	\$15 per Hour
LEO Classroom Rental Fee	Hourly fee charged per classroom rented by Law Enforcement Agency	\$15 per Hour
Private Protective Services Board (PPSB) Agency Rentals		
PPSB Firing Range Rental Fee	Hourly fee charged per range rented by PPSB Agency	\$20 per Hour
PPSB Classroom Rental Fee	Hourly fee charged per classroom rented by PPSB Agency	\$20 per Hour