

## FACILITY USE AGREEMENT

This FACILITY USE AGREEMENT (hereinafter "Agreement") is effective as of the 1<sup>st</sup> day of January 2026 and is made by and between the Okanogan County (hereinafter "County) and Agency- Town of Winthrop, Winthrop Marshal's Office , (hereinafter "User").

WHEREAS COUNTY owns and maintains a shooting range and training facility (Hereinafter "Facility") located approximately two miles south of Okanogan, 241B B&O Road, Okanogan;

WHEREAS this Facility consist of a shooting range, storage containers, training room with media center and an indoor training area which includes a mat room.

WHEREAS County is willing to make this Facility available to other agencies for their non-exclusive use;

NOW, THEREFORE, the Parties agree as follows:

### 1. LICENSE:

User is granted a license to use:

**Shooting Range, Training Room and Mat Room/ Indoor Training area**

OR,

**Shooting Range and Training Room only**

### 2. TERM:

This agreement shall automatically renew annually until cancelled unless facility usage needs change, at which time a new agreement will be required.

### LICENSE FEE:

User shall pay an annual license fee to County for use of Facility at the following rate:

**Two Thousand dollars (\$2,000.00) per year for use of both Shooting Range, Training room and Mat Room/ Indoor training area.**

OR,

**One Thousand Five Hundred dollars (\$1,500.00) per year for use of the Shooting Range and Training room only.**

Payment shall be made upon submission of properly executed agreement. Payment required by January 31 of the new year or within 30 days after receipt of agreement.

### **3. SCHEDULE:**

This Agreement is non-exclusive. The County enters into similar agreements with other agencies and the Okanogan County Sheriff's Office uses the Facility.

Scheduling is made on first come first served basis, based on available facility days. The Range Use calendar is located on PACE to which User has login access. Alternately, usage can be scheduled through the Undersheriff or Range Manager.

### **4. RULES:**

- User must have a certified instructor on site during use.
- Use does not extend to family or friends of User without prior authorization from the County.
- Universal firearms rules apply.
- Clean up after use, report any damage to facility or equipment.

### **5. MAINTENANCE, DAMAGE:**

- User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the Facility which User will use.
- In the event User negligently causes damage to Facility, User shall accept the amount of repair and replacement costs as estimated and shall pay County for such repair and replacement costs upon demand.
- County shall maintain the Facility, in compliance with all applicable building codes and regulations, in good repair and condition during this Agreement.
- County shall pay for all utilities and provide routine custodial services, including rest room supplies, light bulbs, etc.

### **6. INSURANCE:**

User shall procure and maintain General Liability with limits of \$1,000,000.00 per occurrence, which includes general aggregate, products, completed operation, personal injury, fire damage and medical expense. Evidence of all required insurance must be provided by User and approved by County. The insurance policy will not be canceled, materially changed or altered without thirty (30) days prior notice to County. The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance, any insurance or self-insurance carried by County shall be excess and not contributory insurance to that provided by User and the certificate shall reflect that County is an additional named insured on User's general liability policy with respect to activities under this Agreement. Failure of User to fully comply with the insurance requirements set forth herein, during the term of the Agreement, shall be

considered a material breach of the Agreement and cause for immediate termination of the Agreement at County's discretion.

## **7. HOLD HARMLESS INDEMNIFICATION**

To the fullest extent permitted by law, User agrees to indemnify, defend and hold County and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which arises out of the use of Facility or from any activity, work or thing done, permitted, or suffered by User in or about the Facility, except only such injury or damage as shall have been occasioned by the sole negligence of the County. This indemnification obligation of User shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and User hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of User are a material inducement to County to enter into this Agreement, are reflected in the license fees paid by User, and have been mutually negotiated by the parties.

**USER's initials acknowledging indemnity terms:** x \_\_\_\_\_

- a. Participation by County – No Waiver.** The County reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of User's indemnity obligations under this Agreement.
- b. Survival of User's Indemnity Obligations.** User agrees all User's indemnity obligations shall survive the completion, expiration or termination of this Agreement.

## **8. GENERAL PROVISIONS**

- This Agreement constitutes the entire agreement between the parties about its subject matter, and no prior or contemporaneous representations, agreements or understandings, written or oral, pertaining to any such matters is a part of this Agreement. No amendments to this Agreement will be effective unless in writing and signed by an authorized representative of County and of User.
- Both parties claim independence from one another and act as separate entities, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

- It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party.
- This Agreement is governed by the laws of the State of Washington without regard to its conflicts of law provisions. Venue for an action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be only brought by a party in the Okanogan County Superior Court.
- Any notice required or given in connection with this Agreement must be in writing and sent to the address for the party set out in the signature line below.

IN WITNESS WHEREOF, the parties subscribe their names.

**COUNTY**

**USER**

OKANOGAN COUNTY  
COMMISSIONER'S OFFICE

TOWN OF WINTHROP

123 N 5<sup>th</sup>, Room 100, Okanogan WA  
98840

P.O. Box 459, Winthrop, WA 98862

BY:



BY:



TITLE:

Chairman BCC

TITLE:

Mayor

DATE:

1/13/2026

DATE:

1/8/2026