

**AGREEMENT BETWEEN
HAMPTON ROADS CRIMINAL JUSTICE TRAINING ACADEMY AND
THE COUNTY OF YORK, VIRGINIA REGARDING
THE YORK-POQUOSON SHERIFF'S OFFICE FIREARMS FACILITY
SHARED MAINTENANCE AND UPGRADES AND USE AGREEMENT**

In consideration of \$500,000 and additional consideration as set forth herein, the Hampton Roads Criminal Justice Training Academy (the "Academy") and the County of York, Virginia (the "County")(collectively the "Parties"), agree as follows:

1. **PARTIES.** The Parties to this Agreement are the Hampton Roads Criminal Justice Training Academy (the "**Academy**") and the County of York, Virginia (the "**County**").
2. **AUTHORITIES.** This Agreement is authorized by the Academy Board at the _____ meeting. This Agreement was approved by the York County Board of Supervisors on _____.
3. **PURPOSE.** The purpose of this Agreement is to facilitate firing range berm renovations, to provide ongoing maintenance and upgrades at the York-Poquoson Sheriff's Office Firearms Facility, 301 Cox Drive, Yorktown, VA 23692 (the "**Range**") and to provide for use and access of the Range by the Hampton Roads Criminal Justice Training Academy under certain terms and conditions.
4. **RESPONSIBILITIES/CONSIDERATION**
 - a. **The County**
 - 1) The County will complete firing range berm renovations at the Range pursuant to a forthcoming proposal and contract (the "initial range improvements").
 - 2) The County will grant the Academy access to and use of the Range as mutually agreed upon by the parties. Notwithstanding the preceding sentence, the County will grant the Academy priority access to the Range for sixteen (16) weeks every calendar year.
 - 3) The County will maintain and keep the range in proper condition for its intended use.
 - 4) The County will coordinate with the Academy through the York-Poquoson Sheriff's Office (the "Sheriff"). The point of contact is set forth below.
 - 5) The firing range provides the Academy:
 - (a) A 50 yard pistol range with 30 shooting points, with pneumatic turning targets, with lighting for nighttime shooting.
 - (b) A 100 yard rifle/shotgun range with 12 shooting points, with lighting for nighttime shooting.
 - (c) Parking for a minimum of 25 vehicles.

- (d) A concrete slab for the HRCJTA Con-ex box, or shed for storage.
- (e) Use of classroom, and restroom facilities during range training.
- (f) Use of the “bleachers/cover’ during range training.
- (g) Provide staffing from York-Poquoson Sheriff’s Office as required by YPSO policy during range training.

b. The Academy

- 1) The Academy will pay the County \$500,000 (Five Hundred Thousand)(the “initial investment”) up front no later than 15 days following approval of the contract for the initial range improvements by the County. Whatever portion of the initial investment, if any, is not used for the initial range improvements will be credited toward the annual maintenance and upgrade fee, as set forth below.
- 2) The Academy will pay \$25,000 (Twenty Five Thousand) annually on July 1st for fiscal years 2022 through 2032 to the County for maintenance and upgrades.
- 3) The Academy agrees to indemnify, defend and hold harmless the County of York, Virginia, and the York-Poquoson Sheriff, their officers, agents and employees, and their successors and assigns from and against all claims and actions (pending or threatened and whether at law or in equity in any forum), liabilities, damage to property, personal losses, personal injuries, loss of life, costs and expenses, including reasonable attorneys’ fees resulting from the Academy’s use of the Range. This provision excludes any claims or actions arising or resulting from negligence of the County of York in maintain the range.

The Academy agrees to maintain liability and property damage insurance with at least the following coverages: \$1,000,000 Per Occurrence general liability / \$3,000,000 aggregate and \$100,000 Property Damage. The Academy shall provide a certificate of insurance with the required limits, in a form acceptable to the County Attorney. The insurance required by this subsection shall list the County and the Sheriff as additional insured, as follows: “the County of York, Virginia, and the York County-Poquoson Sheriff, their officers, agents and employees named as additional insured with primary and noncontributory status.”

5. **POINTS OF CONTACT / NOTICE**

County of York, Virginia

Captain Jeff Kerr
Commander of Administrative Services
York-Poquoson Sheriff's Office
301 Goodwin Neck Road
P.O. Box 99
Yorktown, VA 23690
(757) 890-3907
kerr@yorkcounty.gov

Hampton Roads Criminal Justice Training Academy

Director Scott Barlow
805 City Center Blvd.
Newport News, VA 23606
(757) 591-9059
sbarlow@hampton.gov

6. **OTHER PROVISIONS**

- a. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the Academy, the Sheriff, the Commonwealth of Virginia, or York County. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
- b. Nothing in this agreement is intended to modify the sovereign or other legal immunities of the County of York, the Sheriff, or their officers, agents and employees.
- c. This agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and the Code of the County of York, Virginia. Venue for any dispute arising out of this agreement shall be exclusively in the Circuit Court for the County of York and City of Poquoson.
- d. This agreement may be executed in one or more counterparts, and each such counterpart shall be deemed an original, and the parties may become a party hereto by executing any such counterpart, so long as the counterpart contains an original signature of both parties.
- e. All notices pursuant to this agreement shall be sent to the contact listed as a point of contact, above. The parties may change the point of contact by providing written notice to the other party.

7. **ENTIRE AGREEMENT.** This Agreement and the Exhibits hereto constitute the entire agreement between the Parties, and it supersedes all prior or contemporaneous agreements, representations or understanding (whether written or oral) of the Parties regarding the subject matter hereof.

8. **EFFECTIVE DATE.** The terms of this Agreement will become effective upon signature of both parties.
9. **MODIFICATION.** This Agreement may be modified or cancelled only upon the mutual written consent of both parties.
10. **TERMINATION.** The terms of this agreement, as modified with the consent of both parties, will remain in effect for ten (10) years from the date of signature (effective date). The agreement may be extended, at the Academy's option, by providing written notice 60 days before the termination date, for an additional 10 years, subject to an increase in the annual maintenance and upgrade fee to \$40,000.
11. **ESCAPE CLAUSE/REFUND OF INITIAL INVESTMENT:** The County of York shall refund the initial investment to the Academy if the Range ceases operation and it is unable to provide a suitable alternative Range for the use by the Academy:
 - (1) In year one (1), the Academy shall be entitled to a refund of 100% of the initial investment;
 - (2) In year two (2), the Academy shall be entitled to a refund of 75% of the initial investment;
 - (3) In year three (3), the Academy shall be entitled to a refund of 50% of the initial investment;
 - (4) In year four (4), the Academy shall be entitled to a refund of 25% of the initial investment; and
 - (5) In years five - ten (5-10), the Academy shall be entitled to a refund of 10% of the initial investment.

APPROVED BY:

HAMPTON ROADS CRIMINAL JUSTICE TRAINING ACADEMY

_____ **Date** _____
Chief Dan Woloszynowski
Board Chair, Hampton Roads
Criminal Justice Training Academy

COUNTY OF YORK, VIRGINIA

_____ **Date** _____
Neil A. Morgan, County Administrator

Approved as to form:

Approved as to form:

Deputy County Attorney

Academy Attorney