



KENDALL COUNTY OFFICE OF THE SHERIFF



FIRING RANGE USE AGREEMENT- 2021

This Agreement is entered into this 1st day of December, 2020, by and between Kendall County, and the Aurora Police Department, (LE department name) hereinafter referred to as “User”, for the purposes set out herein. Kendall County hereby grants to User the opportunity to use the Kendall County Sheriff’s Office firing range located at 6925 Route 71, Yorkville, Illinois, only under the terms and conditions listed herein. Any person using or entering the firing range with User’s permission is hereinafter referred to as User’s “personnel.”

1. User agrees that the use of said firing range is a privilege, and that the Kendall County Sheriff’s Office, hereinafter referred to as “KCSO,” shall have the authority to revoke this Use Agreement, for violation of this Agreement or otherwise, without notice to User. As a courtesy, KCSO will contact the Chief of Police to provide notice of revocation. In addition, User shall pay a non-refundable \$1000 (\$500 per year) user fee to the Kendall County Sheriff’s Office for use of the range during calendar year 2021 and calendar year 2022. Upon being accepted to participate in the usage of the KCSO firing range, a representative from each agency shall be responsible in participating in an annual range cleanup. The range cleanup will be done on **May 21, 2021. Range cleanup is mandatory for all agencies that participate in utilizing the KCSO Range. The 2022 Range cleanup will also be mandatory and will be scheduled at a later time.**
2. User agrees that Kendall County and the KCSO provide the said firing range in “as-is” condition, and that no special precautions nor preparations will take place to benefit User, nor the personnel of User while using said firing range.
3. To the extent permitted by law, User shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as “Releasees”) from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by User of any representations or warranties made within the Agreement (collectively, the “Claims”), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of User or User’s personnel in their performance under this Agreement or in User or User’s personnel’s use of the firing range.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in

writing by the Kendall County State's Attorney. Releasees' participation in their defense shall not remove User's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

4. Use of the firing range by User will require the use of advance reservations, to be made through Jen Ostrom at (630)-553-7500, ext. 1119 – jkostrom@co.kendall.il.us. The type of weapons and ammunition will be identified prior to said reservation and is subject to approval by KCSO. Course of fire should be available upon request. Unauthorized weapons and ammunition are prohibited. Written confirmation of said reservation, including the aforesaid information, will be provided to User, either via mail or e-mail.
5. Prior to entering the firing range, User shall provide KCSO with proof of a certificate of insurance or in case of self-insurance, appropriate documentation, that includes the following coverage:
 - a. General Liability: Insurance covering general liability on an "occurrence" basis, including property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate.
 - b. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.
 - c. Workers' Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If a User is not subject to the State of Illinois's Workers Compensation requirements, such User shall abide by the requirements of an employee injury laws to which it is subject, including Federal Employers Liability Act.

Only personnel who are covered by User's worker's compensation insurance or the Federal Employers Liability Act may utilize the firing range. Kendall County and its past, present, and future officers, officials, employees, and volunteers are to be covered as additional insureds on the general liability policy.

If the User is self-insured, the self-insured retentions must be declared to and approved by Kendall County. Kendall County may require the user to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the names insured or Kendall County.

6. User acknowledges and agrees that KCSO has enacted certain Range Rules, and User and User's personnel agree to abide by said Range Rules. KCSO reserves the right to change

the Range Rules at any time, for any reason without prior notice to the User.

7. User will be liable for any repairs required as a result of any extraordinary activities conducted on the premises by User, and will be liable for any damage done to the firing range as a result of activities conducted by User, normal wear and tear excepted.
8. This Agreement will expire on December 31, 2022, unless earlier revoked by KCSO. The indemnification provisions of this Agreement will survive the expiration of this Agreement.
9. This Agreement is not transferable, and User will only permit its sworn officers to participate in firing range activities at the KCSO firing range.
10. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
11. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be the Twenty-third Judicial Circuit, Kendall County, Illinois.
12. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written , construed and enforced as so limited.
13. The individual signing this Agreement on behalf of User shall, at the time of execution, provide to the KCSO any and all supporting documentation requested evidencing that they are duly authorized to execute this Agreement on behalf of the User.

THE PERSON SIGNING THIS AGREEMENT WARRANTS THAT HE OR SHE IS DULY **AUTHORIZED** TO SIGN THIS AGREEMENT ON BEHALF OF USER, HAS READ THIS AGREEMENT AND UNDERSTANDS AND AGREES TO ALL OF ITS TERMS AND CONDITIONS.

Printed Rank and Name

(Agency Authorized signature)/ (Date)

(Signature)/ (Date)
Jen Ostrom-KE713
Training Coordinator
Kendall County Sheriff's Office