



# **City of Grand Island**

**Tuesday, September 28, 2010**

**Council Session**

## **Item G11**

**#2010-261 - Approving Agreement with Nebraska Game and Parks  
for Hunter Education Program**

**Staff Contact: Steve Paustian**

# **Council Agenda Memo**

**From:** Steve Paustian, Parks and Recreation Director

**Meeting:** September 28, 2010

**Subject:** Approving Agreement with NE Game and Parks Commission

**Item #'s:** G-11

**Presenter(s):** Steve Paustian, Parks and Recreation Director

## **Background**

The Heartland Public Shooting Park is offering hunter education classes at the facility. Several hours of instruction is included in this training. The training is designed to educate new hunters regarding safe firearm handling, sportsmanship, rules and regulations and other important items related to hunting and shooting in Nebraska

## **Discussion**

The Nebraska Game and Parks Commission has developed a program where the Commission will provide support to each successful participant in the hunter education program. Instructors will be with these trainees and will use the live fire training to further the understanding of gun use and gun safety by the participants. In order to receive support from the Game and Parks Commission a hold harmless agreement must be signed by the City protecting the Game and Parks Commission.

## **Alternatives**

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

## **Recommendation**

City Administration recommends that the Council allow the signing of the agreement to allow the Heartland Public Shooting Park to incorporate the live fire unit into its training program.

## **Sample Motion**

Move to sign the agreement as presented by the NE Game and Parks Commission.



## Agreement

### **Agreement for use of a Shooting facility for Enhancement of Live-firing Opportunities for Hunter Education Program Students.**

The Heartland Public Shooting Park shooting Facility, located in

Legal name of facility

Hall County, NE agrees to offer to Student graduates of the Hunter  
City, town, village or County in not located with the limits of a city, town or village  
Education programs limited, supervised use of the above named facility.

This agreement will be in effect from \_\_\_\_\_

Date of agreement

until canceled by either party. The parties agree as follows:

1 - The shooting facility through its Board of Directors, licensed operator or agent agrees to conduct live firing opportunities for students in accordance to the guidelines found in the Nebraska Game and Parks Commission, Hunter Education Programs, "Enhancement of Live-firing Opportunities Program Manual". Costs for use of the facility, equipment, supplies and materials used by students shall be limited to those listed on page 6 under "table of allowable expenses" and will be paid to the facility by the Nebraska Game and Parks Commission, Hunter Education Program, upon receipt of an invoice within 30 days of the event. This invoice shall be supported by attaching live-firing exercise form (NGPC-33-566/11-09) for each qualified participant.

2 - This facility may offer each qualified Hunter Education graduate, meeting program guidelines, up to (2) two opportunities for participation. Proposed event dates shall be provided to the Hunter Education Coordinator at least 2 weeks in advance of the event. If the facility elects to allow the student to participate and enhance individual shooting skills subsequent to the allowable (2) two times, those costs shall be born by the facility and/or the student at the facility's discretion. Within five (5) working days of the conclusion of said events, the facility shall report, using e-mail, telephone or US mail, to the Nebraska Game and Parks Commission, Hunter Education Coordinator, the location, date and number of participants. All expenses are to be reimbursed (see above #1), unless budget allowances established for this purpose have been exhausted. The Nebraska Game and Parks Commission may require the cancelation of payment for events, due to budget issues, but the Commission agrees to pay for any expenses as outline in the manual, unless the range contact person is notified otherwise a minimum of two (2) weeks in advance of said event.

3 - Nothing in this Agreement shall be construed as a delegation of authority of the Commission, nor shall the shooting facility or its agents or employees in any manner consider or represent

itself to be an employee of the Nebraska Game and Parks Commission. The above listed facility understands that it assumes the responsibility and any potential liability for this training. The State of Nebraska and the Nebraska Game and Parks Commission does not assume any responsibility and does not sponsor these events.

4 - The above listed facility understands that shooting activities carry inherent risks that could include damage to property, persons, injury or even death and they agree that in the event of damage to property, personal injury or even death as the result of any action, they will hold harmless the Nebraska Game and Parks Commission, its agents, staff, volunteers, Commissioners and contract employees.

5 - The listed facility shall not prevent attendance in violation of any federal or state law dealing with discrimination based on age, sex, national origin or disabilities.

6 - It is understood that the facility listed will recruit, offer, entice, promote and encourage the graduate student to join, subscribe and/or use the facilities at individual cost for additional practice of shooting skills, application of knowledge of shooting techniques and continued usage of the facility for legal purposes, but this shall not be a condition on using the facility by the graduated student for this program.

7 - The facility agrees to use, encourage, instruct and promote the specific skills and knowledge from the Nebraska Hunter Education programs. The facility may, for safety reasons, promote, enhance or modify safety rules for use of the facility.

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I have read and understand the Nebraska Game and Parks Commission, Hunter Education Programs, "Enhancement of Live-firing Opportunities Program Manual," and agree to provide the use of Heartland Public Shooting Park

Legal - Name of the facility

AT 6788 W Husker Hwy, Alda, NE 68810

Mailing and Physical address, town, zip

in accordance with the guidelines found in this manual.

For the Facility:

Signed \_\_\_\_\_, Title Mayor,

Date \_\_\_\_\_

Facility Event Contact Person Bill Starkey (308) 385-5048 bstarkey@grand-island.com  
Name, Phone # and/or e-mail contact information

For the Commission:

Signed \_\_\_\_\_, Title: Hunter Education Coordinator,  
Michael W. Streeter

Date \_\_\_\_\_

NGPC contact info – Mike Streeter, P. O. Box 30370, Lincoln, NE 68503  
402-471-6134, e-mail [mike.streeter@Nebraska.gov](mailto:mike.streeter@Nebraska.gov)

### Table of Allowable Expenses.

**ALLOWED EXPENSES** purchased or provided by the instructor/club/organization for use of the students only. Purchase of inventory for future use will not be reimbursed. Only actual cost will be paid for expendables up to the maximum allowed see below for guidance. Sales tax is not reimbursable. **You can not charge for expenses**, if the shooting supplies are provided by or pay for by the student.

For each event the following amounts may be invoiced for each student. Form #33-566/5-07 must be attached to your invoice. All invoices must be received within 30 days of the event.

1. Clay target shotgun shooting event – up to a maximum of \$12.00 for each student.
2. Paper Target shooting event -
  - a. Rim fire rifle – up to a maximum of \$5.00 for each student.
  - b. Center fire rifle – up to a maximum of \$15.00 for each student.
  - c. Archery – up to a maximum of \$5.00 for each student.
  - d. Black powder rifle – up to a maximum of \$10.00 for each student.
  - e. Shotgun patterning – up to \$3.00 for each student.
3. 3D Target shooting event – up to a maximum of \$5.00 for each student.

All reimbursement for the above listed supplies (that will allow for the individual student to experience a live firing training session) shall be invoiced to the

Hunter Education Coordinator  
Nebraska Game and Parks Commission  
P. O. Box 30370  
Lincoln, NE 68503

Invoices must have the student live fire exercise form attached and be received within 30 days of the completion of the live firing exercise, invoices received after 30 days will not be paid.

**SPECIAL NOTE – to received reimbursement a contract agreement MUST be on file with the Nebraska Game and Parks Commission prior to the event.**

RESOLUTION 2010-261

WHEREAS, the City of Grand Island desires to provide live-firing opportunities for hunter education participants at the Heartland Public Shooting Park; and

WHEREAS, an agreement with the Nebraska Game and Parks Commission is required to proceed with this project, known as For Enhancement of Live-firing opportunities of Hunter Education Program Students.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the agreement with the Nebraska Game and Parks Commission is hereby approved for the enhancement of hunter education at the Heartland Public Shooting Park.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such agreement on behalf of the City of Grand Island

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Adopted by the City Council of the City of Grand Island, Nebraska, September 28, 2010.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk