

USE OF TRAINING FACILITY FIRING RANGES

BY AND BETWEEN

SUMMIT COUNTY, OHIO
AND
SUMMIT COUNTY'S SHERIFF'S OFFICE
AND
CITY OF AKRON, OHIO

13 - 349

This Use of Training Facility Firing Range Agreement ("Agreement") is made as of the last date of signature below by and among the County of Summit ("County"), Executive's Office, 175 South Main Street, 8th Floor, Akron, Ohio 44308 pursuant to County Council Resolution No. 2013-_____, the City of Akron ("Akron"), a charter municipal corporation, Municipal Building, 166 South High Street, Akron, Ohio 44308, and the County of Summit Sheriff's Office ("Sheriff"), 53 University Avenue, Akron, Ohio 44308. The County and Sheriff are collectively referred to as the "County".

In accordance with the terms set forth in this Agreement, the parties agree as follows:

1. Use of Training Facility Firing Range. The County owns the Robert T. Campbell Training Facility, located at 2825 Greensburg Road, Green, Ohio 44720, which includes an Indoor Firing Range and an Outside Firing Range. The County shall allow Akron to use the Indoor and Outside Firing Ranges as follows:

- (a) Akron is permitted to use the Indoor and Outside Firing Ranges for training its law enforcement personnel during normal hours of operation and in accordance with the Sheriff's rules, attached as Exhibit A. Akron is not permitted to sublet or accept payment from any other users of the Indoor or Outside Firing Ranges.
- (b) Akron shall only permit its law enforcement personnel, who are properly certified Ohio Peace Officers ("Permitted Users"), to use the Indoor and Outside Firing Ranges. All users must sign the waiver of liability prior to use of the Indoor and Outside Firing Ranges as attached and incorporated as Exhibit B.
- (c) Akron shall not permit the Permitted Users to bring any guests or anyone who is not a Permitted User to the Indoor or Outside Firing Ranges unless authorized by the Sheriff.
- (d) The scheduling for Akron's use of the Indoor and Outside Firing Ranges is at the Sheriff's sole discretion and may be changed by the Sheriff at any time.
- (e) The County shall be responsible for the supply of electricity, lighting and environmental controls of the Indoor Firing Range.
- (f) Akron shall have access to available restroom facilities and supplies while using the Firing Ranges.

EXHIBIT A

- (g) Akron shall have access to a classroom, subject to availability, by scheduling its use through the Sheriff's Training Bureau during the time Akron is using the Firing Ranges.

2. Payment for Use of Indoor and Outside Firing Ranges.

- (a) On January 1st of each term Akron shall supply the Sheriff with a schedule of trainings. At the end of each month, the County shall invoice the City for its actual use during the previous month and for any scheduled dates not cancelled at least 30 days in advance at the rate set forth in Summit County Council Resolution 2008-430 (attached as Exhibit C) as may be amended from time to time. Akron shall pay the invoice within 30 days of receipt.
- (b) If Akron uses the Inside or Outside Range for additional hours beyond the agreed schedule, then the rate set forth in Exhibit C shall also apply, and Akron agrees to pay for a minimum of 8 hours additional use.
- (c) The County will send Akron an invoice for any additional use within 30 days of scheduling that use. Akron agrees to pay such invoice within 30 days.
- (d) If Akron fails to pay any properly presented invoice the County reserves the right to cancel future scheduled dates until payment is received.
- (e) Akron shall pay the amount of \$45,075 for previously agreed upon scheduled use through April 19, 2013. This amount will be paid within 30 days of the execution of this Agreement.
- (f) Akron will provide their own trainers during their use of the Firing Ranges. If Akron wishes to utilize a member of the Sheriff's staff for training they agree to schedule the use of that trainer in advance and pay \$50 per hour. The County will bill Akron for the use of the trainer within 30 days of scheduling, and Akron will pay the invoice within 30 days of receipt.
- (g) The County shall have the right to increase at any time the rates for use of the Indoor and Outside Firing Ranges by County Council Resolution by providing 30 day's notice to Akron.

3. Term. The Annual Term shall commence on January 1, 2013 and terminate on December 31, 2013 and may be renewed for 5 additional one-year Annual Terms upon the mutual written consent of the parties subject to legislative approval. Thereafter, the Term, the Agreement shall continue on a month-to-month basis until a new contract is signed or a party gives the other parties written notice of termination.

4. Storage Unit and Turning Target System. Akron shall provide at Akron's own cost storage units to accommodate a storage area of 12' x 16' for the exclusive use of Akron. Akron may install at Akron's own cost a turning target system as approved by the Sheriff and Akron is

responsible for all costs, including a mutually agreed upon charge for electricity for that system. The location of all storage is at the sole discretion of the Sheriff and can be moved by the Sheriff at Akron's expense at any time. Akron shall bear all risks for loss, damage, destruction, theft or any other costs related to the storage units, target system, and the County is not liable therefor.. Akron shall provide the County with the necessary keys or codes to enable 24-hour access to open the storage units in the event of an emergency.

5. No Alterations or Modifications. Akron is not permitted to make any alterations or modifications to the Firing Ranges or Training Center. No property or storage units are to be placed or installed on the property except as provided herein. Any of Akron's property not removed within thirty (30) days after the termination of this Agreement (including but not limited to the storage units, turning target system and modular building) shall be deemed abandoned by Akron and at the County's election may be treated and/or disposed of by County as its own property without further right of claim thereto by Akron. Akron shall pay the County for any costs incurred by County for such removal or disposal.

6. Default. Akron's failure to make payment for any amount due under this Agreement shall be a default and Akron shall immediately stop using the Indoor and Outside Firing Ranges until payment owed by Akron is paid to the County in full.

7. Termination without Cause. The parties shall have the right to terminate this Agreement at any time during a Term and without cause. In the event of termination, Akron shall immediately stop using the Indoor and Outside Firing Ranges.

8. Waiver. The remedies contained in this Agreement will be cumulative in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Agreement or any delay in enforcing its rights will constitute a waiver of the non-breaching party's rights and remedies.

9. Independent Contractor. It is mutually understood and agreed that it is the intent of the parties that Akron, including the Permitted Users, are using the Indoor and Outside Firing Ranges at their own risk and are independent contractors whom are under the sole direction and control of Akron. Akron represents and agrees that the Permitted Users are properly trained and will be supervised by Akron and will at all times act in a safe manner while at the Indoor and Outside Firing Ranges and the Training Facility.

10 Equipment and Supplies. Akron will use its own equipment and supplies and Akron is responsible for ensuring such equipment and supplies are properly maintained and safe to use.

11. No Exclusive Rights. The County has not granted Akron any exclusive rights to use the Indoor or Outside Firing Ranges.

12. Release. The County will not be liable for any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted by or against Akron or any of its Permitted Users. Akron hereby releases the County and the Akron-Canton Regional Airport from all liabilities and acknowledges and understands that Akron is not provided insurance coverage under the County's insurance policy. This Release survives the termination of this Agreement. Akron must provide for its own insurance policy or self-insurance coverage. Akron waives the protection of any Workers' Compensation laws with respect to claims for contributions or indemnification by the County. Akron is solely responsible for its use related to

this Agreement. County has no responsibility and provides no direction or control over Akron's employees and agents. No employee or agent of the parties shall be deemed an employee or agent of the other party. The County and Akron shall be responsible for their own employees and agents. This release survives the termination of this Agreement.

14. Property Damage. Akron agrees to promptly reimburse the County for any property damage caused by Akron related to this Agreement.

15. Compliance. Akron agrees to comply with all applicable federal, state and local laws, orders, rules, and regulations.

16. Modification and Assignment. Any modification of this agreement to be valid must be in writing and signed by the parties authorized representatives. Akron agrees not to assign its rights under this Agreement without written consent from the County.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements.

(End of text. Execution on following page.)

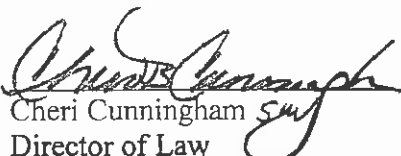
The parties intending to be legally bound, have executed this Agreement for Use of Training Facility Firing Ranges as of the last date of signature below.

CITY OF AKRON, OHIO

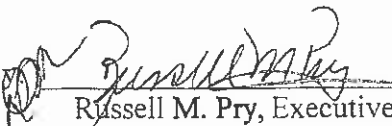
By: 
Donald L. Plusquelieu, Mayor

Date: May 31, 2013

Approved as to form and correctness:

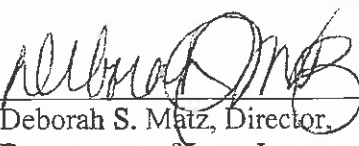

Cheri Cunningham
Director of Law
City of Akron, Ohio

COUNTY OF SUMMIT, OHIO

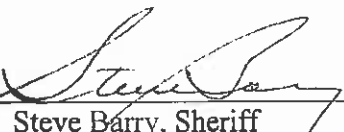
By: 
Russell M. Pry, Executive

Date: 7/5/13

Approved as to form:


Deborah S. Matz, Director
Department of Law, Insurance and
Risk Management

COUNTY OF SUMMIT, OHIO SHERIFF

By: 
Steve Barry, Sheriff

Date: 7/3/13

DIRECTOR OF FINANCE CERTIFICATION

I hereby certify, that payment will be made on invoices issued to the City of Akron under this agreement, and that sufficient money is in the treasury or in the process of collection to the credit of the appropriate fund or division to discharge the City's obligation under this agreement authorized by Ordinance No. 448-2004.



Diane L. Miller-Dawson
Director of Finance

Must be completed by Division/Department:

Contract not to exceed: \$ 75,000.00

Originating Division: Police

Contact Person: Zampelli Phone: 2470

Banner Distribution (by year)

Year	2013	2014	2015	future	<u>Total</u>
Amount (to encumber)	\$75,000.00				\$75,000.00
Fund	<i>10000</i>				
Org.	<i>130302</i>				
Account	<i>70406</i>				
Actv.					
Locn.					

Funding Source(s)

Underlying source of payment (granting agency, Sewer Fund, etc.), expected reimbursement amounts, and timeline.

Police

Contract Number:

(To be completed by Accounting) C/E13316

Date:

7/01/13

Exhibit A
Summit County Sheriff
Firing Range Rules

RULES FOR INDOOR AND OUTDOOR RANGE USE

- 1. The outside agency will only use authorized ammunition as approved by the Sheriff's Office.**
- 2. The outside agency is prohibited from firing directly into the sidewalls, ceiling baffles and the air handling systems, with the understanding that an occasional round may impact these areas.**
- 3. The outside agency is prohibited from sweeping debris into the rubber ballistic material within the trap on the indoor range.**
- 4. The outside agency is responsible for clean up of the range, to include: collecting all spent casings and placing them into designated receptacles, disposal of any trash, debris, etc. to include, ammo boxes, targets and/or other training equipment.**
- 5. The outside agency is responsible to report any and all mechanical malfunctions involving the indoor range target assembly.**
- 6. The outside agency will be responsible for the proper understanding and operational usage of the target system.**
- 7. The outside agency will, upon completion of range use provide an accurate count of the number of rounds discharged, the caliber of those rounds as well as the number of participants taking part. Forms will be provided for documenting this information.**
- 8. The outside agency will use its own equipment, ammunition, targets and supplies.**

Exhibit B
Waiver of Liability for Use of the Firing Range

EXHIBIT A

AGREEMENT AND RELEASE FROM LIABILITY

The undersigned is participating in training at the Summit County Sheriff's Robert D. Campbell training facility on _____ (date). By signing below I acknowledge that there is risk of injury to my person and damage to my property as a result of this activity. I agree to accept any and all risk of injury or damage that may result from my participation in this training. I, on my own behalf and for my heirs and assigns, release the County of Summit, including the Summit County Sheriff, from any and all liability for injury to my person or damage to my property which arises out of my participation in this training. Further, I agree, in consideration for being able to attend the training on County property, to unconditionally release, waive, discharge and covenant not to sue the County of Summit for all claims of any now or hereafter existing that arise out of my participation in this training.

Name (Printed)	Signature	Date

EXHIBIT A

Exhibit C
Resolution 2008-430

EXHIBIT A

RESOLUTION NO. 2008-430

SPONSOR Mr. Pry

DATE November 3, 2008

COMMITTEE Public Safety

A Resolution to amend the fee schedule for the County of Summit Sheriff Robert D. Campbell Training Facility, for the Sheriff, and declaring an emergency.

WHEREAS, Resolution No. 2002-206, enacted on April 15, 2002, established a fee schedule to charge outside agencies for their use of the firing range at the County of Summit Sheriff Robert D. Campbell Training Facility; and

WHEREAS, a cost analysis was performed on behalf of the Sheriff to determine the cost to operate the indoor firing range at the County of Summit Sheriff Robert D. Campbell Training Facility; and

WHEREAS, this Council desires to increase the fee charged to outside agencies for their use of the firing range to offset the cost of operating the County of Summit Sheriff Robert D. Campbell Training Facility; and

WHEREAS, this Council finds and determines, after reviewing all pertinent information that it is necessary and in the best interest of the County of Summit to amend the fee schedule for the firing range at the County of Summit Sheriff Robert D. Campbell Training Facility;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the County of Summit, State of Ohio, that:

SECTION 1

Effective January 1, 2009 the fee schedule shall be as follows:

<u>LOCATION</u>	<u>HOURS</u>	<u>COST</u>
Indoor firing range	8	\$300.00 -\$550.00
Outdoor firing range	8	\$250.00 (Akron Police Department)

SECTION 2

This Resolution is hereby declared an emergency in the interest of the health, safety and welfare of the citizens of the County of Summit and for the further purpose of offsetting costs at the County of Summit Sheriff Robert D. Campbell Training Facility.

SECTION 3

Provided this Resolution receives the affirmative vote of eight members, it shall take effect immediately upon its adoption and approval by the Executive; otherwise, it shall take effect and be in force at the earliest time provided by law.

RESOLUTION NO. 2008-430
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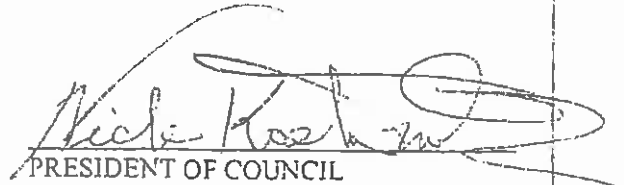
SECTION 4

It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

INTRODUCED October 20, 2008

ADOPTED November 3, 2008


CLERK OF COUNCIL


PRESIDENT OF COUNCIL

APPROVED November 3, 2008


EXECUTIVE

ENACTED EFFECTIVE November 3, 2008

Voice Vote: 10-0 YES: Comunale, Congrove, Crawford, Crossland, Heydorn
Kostandaras, Prentice, Schmidt, Shapiro, Smith ABSENT: Poda