

USE OF TRAINING FACILITY FIRING RANGES

BY AND BETWEEN

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

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, 8<sup>th</sup> Floor, Akron, Ohio 44308 pursuant to County Council Resolution No. 2019-\_\_\_\_\_, 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.
- (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.

## EXHIBIT A

2. Payment for Use of Indoor and Outside Firing Ranges.
  - (a) On January 1<sup>st</sup> 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 2017-089 (attached as Exhibit C which replaces Exhibit C in the original agreement). 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) The County will not refund any pre-paid payments made by Akron if Akron cancels its use of the Indoor and/or Outside Firing Ranges for any reason (except for acts of God or national emergencies). Akron shall forfeit its payment.
  - (e) If payment for scheduled time is not received by the County within 30 days of the invoice then Akron will forfeit its scheduled use of the Inside and/or Outside Firing Ranges and the Firing Ranges will be open for other users.
  - (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 days' notice to Akron.
3. Term. The Annual Term shall commence on January 1, 2019 and terminate on December 31, 2019 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 therefore. 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.

## EXHIBIT A

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.

## EXHIBIT A

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.)

EXHIBIT A

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

COUNTY OF SUMMIT, OHIO

By:   
Daniel Horrigan, Mayor


By: \_\_\_\_\_  
Ilene Shapiro, Executive

Date: 7/23/17

Date: \_\_\_\_\_


Approved as to form and correctness:

Approved as to form:

  
Eve Belfance  
Director of Law  
City of Akron, Ohio

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

SUMMIT COUNTY SHERIFF,

By:   
Steve Barry, Sheriff

Date: 7/30/19

EXHIBIT A

Exhibit A  
Summit County Sheriff  
Firing Range Rules

## EXHIBIT A

### 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 A

Exhibit B

Waiver of Liability for Use of the Firing Range



EXHIBIT A

AGREEMENT AND RELEASE FROM LIABILITY

The undersigned has requested permission to enter onto and use the firing range at the Sheriff's Robert T. Campbell Training Facility, located at 2825 Greensburg Road, Green, Ohio 44720 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 my use of this facility. I agree to accept any and all risk of injury or damage that may result from my use of this facility. I, on my own behalf and for my heirs and assigns, release the County of Summit, its officers and employees, the Summit County Sheriff, and the Sheriff's Training Facility staff from any and all liability for injury to my person or damage to my property which arises out of my participation in this activity. Further, I agree, in consideration for being able to use the firing range, do unconditionally release, waive, discharge and covenant not to sue the County of Summit for all claims of any kind now or hereafter existing that arise out of my participation in this activity.

Signed,

\_\_\_\_\_  
Name:

\_\_\_\_\_  
(date)

Witnessed:

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

EXHIBIT A

Exhibit C  
Resolution 2017-089

EXHIBIT A

1 RESOLUTION NO. 2017-089

2  
3 SPONSOR Ms. Shapiro

4  
5 DATE March 20, 2017 COMMITTEE Public Safety

6  
7 A Resolution to amend the fee schedule for the use by outside agencies of the indoor and  
8 outdoor firing ranges at the Sheriff Robert D. Campbell Training Facility for the years  
9 2017, 2018, 2019 and 2020, for the Sheriff, and declaring an emergency.

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11 WHEREAS, County Council adopted Resolution No. 2002-206, which established the  
12 original fee schedule by which outside agencies were charged for use of the indoor and outdoor  
13 firing ranges at the Sheriff Robert D. Campbell Training Facility; and

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15 WHEREAS, after a cost analysis was performed in 2008 on behalf of the County Sheriff,  
16 Council adopted Resolution No. 2008-430, which amended the fee schedule for the use by  
17 outside agencies of the indoor and outdoor firing ranges at the Facility; and

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19 WHEREAS, after a subsequent cost analysis, Council adopted Resolution No. 2014-057,  
20 which amended the fee schedule for the use by outside agencies of the indoor and outdoor firing  
21 ranges at the Facility for the years 2014, 2015 and 2016; and

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23 WHEREAS, a more recent cost analysis indicates that it is necessary to amend the fee  
24 schedule for the use by outside agencies of the indoor and outdoor firing ranges at the Facility  
25 for the years 2017, 2018, 2019 and 2020; and

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27 WHEREAS, a four-year rate structure will enable the Sheriff to enter into agreements  
28 with outside agencies with more predictability in pricing; and

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30 WHEREAS, this Council finds and determines, after reviewing all pertinent information,  
31 that it is necessary and in the best interest of the County of Summit to amend the fee schedule for  
32 use by outside agencies of the indoor and outdoor firing ranges at the Sheriff Robert D.  
33 Campbell Training Facility for the years 2017, 2018, 2019 and 2020,

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

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38 SECTION I

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40 The fee schedule for the use by outside agencies of the indoor and outdoor firing ranges  
41 at the Sheriff Robert D. Campbell Training Facility shall be as follows:

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43 Effective January 1, 2017, the fee schedule shall be as follows:

<u>Location</u>	<u>Hours</u>	<u>Rate</u>
Indoor Firing Range	8	\$850.00
Outdoor Firing Range	8	\$550.00

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EXHIBIT A

1 RESOLUTION NO. 2017-089  
2 PAGE TWO

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4 SECTION 1 (Cont.)

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6 Effective January 1, 2018, the fee schedule shall be as follows.

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<u>Location</u>	<u>Hours</u>	<u>Rate</u>
9 Indoor Firing Range	8	\$900.00
10 Outdoor Firing Range	8	\$650 00

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13 Effective January 1, 2019, the fee schedule shall be as follows:

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<u>Location</u>	<u>Hours</u>	<u>Rate</u>
16 Indoor Firing Range	8	\$950 00
17 Outdoor Firing Range	8	\$750 00

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20 Effective January 1, 2020, the fee schedule shall be as follows

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<u>Location</u>	<u>Hours</u>	<u>Rate</u>
23 Indoor Firing Range	8	\$1,000.00
24 Outdoor Firing Range	8	\$850 00

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27 SECTION 2

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29 This Resolution is hereby declared an emergency in the interest of the health, safety and  
30 welfare of the citizens of the County of Summit, and for the further reason to immediately amend  
31 the fee schedule for the use by outside agencies of the indoor and outdoor firing ranges at the  
32 Facility for the years 2017, 2018, 2019 and 2020, effective 1/1/17, to reflect the County's actual  
33 costs in operating the Facility

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35 SECTION 3

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

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41 SECTION 4

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43 It is found and determined that all formal actions of this Council concerning and relating  
44 to the adoption of this Resolution were adopted in an open meeting of this Council, and that all  
45 deliberations of this Council and of any of its committees that resulted in such formal action,  
46 were in meetings open to the public, in compliance with all legal requirements, including Section  
47 121 22 of the Ohio Revised Code.

EXHIBIT A

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RESOLUTION NO. 2017-089  
PAGE THREE

INTRODUCED March 6, 2017

ADOPTED March 20, 2017

  
CLERK OF COUNCIL

  
PRESIDENT OF COUNCIL

APPROVED March 21, 2017

  
EXECUTIVE

ENACTED EFFECTIVE March 21, 2017

Voice Vote: YES 11-0 - Crawford, Dickinson, Donofrio, Feeman,  
Hamilton, Koehler, Prentice, Rodgers, Schmidt, Walters, Wilhite