

2022-175 Exhibit A

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, 8th Floor, Akron, Ohio 44308 pursuant to County Council Resolution No. 2022-_____, the City of Akron ("Akron"), a charter municipal corporation, Municipal Building, 166 South High Street, Akron, Ohio 44308, pursuant to City Council Resolution No. _____ 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 acknowledgement and 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.

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- (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.

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. Within 30 days of receiving the schedule the County shall invoice Akron for this schedule at the rate set forth below as may be amended from time to time. Akron shall pay the invoice within 30 days of receipt.

Indoor Range: \$1,000.00 for 8 hours
Outdoor Range: \$850.00 for 8 hours

- (b) If Akron uses the Inside or Outside Range for additional hours beyond the agreed schedule, then the rate set forth above 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. Akron may choose to terminate this agreement upon such notice, by providing written notice to the County and the Sheriff, at the addresses set forth above. Upon adoption of new rates, the parties shall enter into an amendment to this agreement setting forth the new rates.

3. Term. The five year term shall commence on January 1, 2022 and terminate on December 31, 2026 and may be renewed for 2 additional five-year terms upon the mutual written

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consent of the parties subject to legislative approval, if necessary. 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.

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.

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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.

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: _____

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,

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By: _____
Kandy Fatheree, Sheriff

Date: _____

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 training staff.
2. The outside agency is prohibited from firing directly into the side walls, ceiling baffles, and air handling system, 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 cleaning up the range which will include: collecting all spent casings and placing them into designated receptacles, disposal of any trash, debris, etc. to include ammo boxes, targets and other training equipment used.
5. The outside agency is responsible to report any and all mechanical malfunctions involving the indoor range target system.
6. The outside agency will be responsible for the proper understanding and operational usage of the indoor range 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.
8. Outside agency will provide its own ammunition, targets, and all range equipment such as safety and protective equipment.

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Exhibit B
Acknowledgment and Waiver of Liability for Use of the Firing Range

The undersigned acknowledges that he/she is a law enforcement officer in the State of Ohio and is properly trained in the use of all firearms and/or weapons the undersigned is utilizing while on the grounds and premises of the Robert T. Campbell Training Facility.

The undersigned will only use this facility in a manner consistent with his/her training as a law enforcement officer.

The undersigned agrees to abide by all firing range rules while at this training facility.

The undersigned acknowledges that the County of Summit is not responsible for the motor vehicle of the undersigned, including articles left in the motor vehicle or loss of use.

The undersigned releases the County of Summit, its employees and representatives from liability for any personal injury or loss caused directly or indirectly by employees of the City of Akron, and/or the undersigned.

The County of Summit, its employees and representatives are not waiving any defenses provided by state and federal law, including Chapter 2744 of the Ohio Revised Code.

Printed Name

Signature

Date: _____

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