

RECORD OF RESOLUTIONS

Dayton Legal Blank, Inc., Form No. 30045

20-13

Resolution No. _____

Passed _____, 20____

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACT(S) WITH NEIGHBORING LAW ENFORCEMENT AGENCIES FOR THE USE OF THE DIVISION OF POLICE FIREARMS RANGE.

WHEREAS, the City of Dublin has completed a comprehensive update to its firearms range; and

WHEREAS, the City of Dublin and neighboring law enforcement agencies have partnered for many years to provide services to the community; and

WHEREAS, the City of Dublin recognizes the benefits of sharing services with neighboring jurisdictions; and

WHEREAS, the City of Dublin and neighboring law enforcement agencies shall agree to an event-by-event use and compensation agreement for the use of the firearms range.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Dublin, State of Ohio, _____ of the elected members concurring that:

Section 1. The City Manager is hereby authorized to enter into future short term, single-event contracts for the use of the Division of Police Firearms Range by other Law Enforcement Agencies.

Section 2. This resolution shall be in force and effect immediately upon its passage as provided under Section 4.04(a) of the Revised Charter.

Passed this _____ day of _____, 2013

Mayor - Presiding Officer

ATTEST:

Clerk of Council



City of Dublin

Office of the City Manager

5200 Emerald Parkway • Dublin, OH 43017-1090
Phone: 614-410-4400 • Fax: 614-410-4490

Memo

To: Members of Dublin City Council

From: Marsha I. Grigsby, City Manager 

Date: April 18, 2013

Initiated By: Heinz von Eckartsberg, Chief of Police

Re: Resolution 20-13 - Authorizing the City Manager to Enter into Contract(s) with Neighboring Law Enforcement Agencies for the Use of the Division of Police Firearms Range.

Background

In March 2013, a major renovation of the Dublin Division of Police Firearms Range was completed. The City of Dublin and the Division of Police have explored many possibilities for shared services with neighboring jurisdictions and plan to continue this trend in the area of Police Training.

With a state-of-the-art firearms range located within the Dublin Justice Center, the Division of Police would like to make this training platform available to neighboring jurisdictions. Sharing services provides the City with an opportunity to maximize law enforcement training resources and to be a leader in this area.

The contract for the use of the firearms range is specific to each event and has been reviewed and approved by the City's Legal staff and Risk Management. The City will only enter into contract with Law Enforcement Agencies who agree to Dublin's safety measures, which include a 5:1 student to instructor ratio, at least one Dublin Range Officer on site at all times, and limitations on the type of firearms and ammunition. The use of the range will further be limited to firearms qualifications and structured training. Lesson plans must be submitted in advance and approved by a Dublin Range Officer.

Several law enforcement agencies have expressed a desire to train in Dublin's venue and staff would like to make this available at a reasonable cost. A fee of \$50.00 will be charged for the rental of the facility. In addition, the renting agency will be required to compensate the City of Dublin for any services provided by Dublin Police Range Officers. The range will always be staffed with a minimum of one Dublin Range Officer.

Recommendation

Staff recommends approval of Resolution 20-13 at the April 22 Council meeting. Should Council members have any questions, please contact Chief von Eckartsberg at 410-4803.

GENERAL RELEASE OF LIABILITY, ASSUMPTION OF RISKS, WAIVER AND INDEMNIFICATION AGREEMENT FOR LAW ENFORCEMENT TRAINING AT THE FIRING RANGE TRAINING FACILITY OF THE CITY OF DUBLIN

This General Release of Liability, Assumption of Risks, Waiver and Indemnification (“Agreement”) is made this _____ day of _____, 20____ by _____, located at _____ (“User”).

RECITALS

Whereas the City Of Dublin Police Department (DPD) operates an indoor firing range located at the Dublin Justice Center 6565 Commerce Parkway Dublin, OH 43017(hereafter referred to collectively as “Range”) for practical exercises and firearm practice that includes shooting; and

Whereas User desires to use Range for firearm training purposes for User’s officers, employees, and agents; and

Whereas the City of Dublin will grant User permission to use Range upon User’s execution of this Agreement;

NOW THEREFORE, in consideration of receiving authorization from the Dublin Police Department and the City of Dublin, Ohio to enter onto Range for training opportunity afforded to User and User’s agents, and for other good and valuable consideration, the receipt of such authorization or permission being hereby acknowledged, User agrees as follows:

1. **Acknowledgement and Acceptance of Risks.** User acknowledges that there are numerous risks and hazards associated with and inherent in, using and being present on Range. User further acknowledges that the use, training and operation of firearms or any and all defensive/offensive equipment and weapons are inherently dangerous activities and may create a risk of property damage and/or personal injury including death (“Risks”). These Risks may be the result of, or related to, utilization of Range when one or more engaged in shooting activities and exposed to firearms and stray and ricocheting bullets; malfunctioning or defective equipment and fixtures including targets and backstop; artificial and natural conditions that may exist on Ranges; and utilization of a Range that is not staffed on a fulltime basis. User, for itself and User’s agents, represents that such Risks are fully understood and User voluntarily assumes and accepts all such Risks for itself and User’s agents, and agrees to take efforts to acquaint all of User’s agents with such Risks. User represents that each and every User’s agent is fully competent to participate in training and shooting activities on Range, and does not present a danger to themselves or others using Range.
2. **Release of Liability/Indemnification.** User agrees, for itself, its agents, successors and assigns to waive any and all claims based upon legal rights it now has or may have in the future against the City of Dublin, its officers, employees, and agents, arising out of or in any way related to User’s and User’s agents use of Range, except those that are caused by the City of Dublin’s intentional, wanton or willful misconduct. User agrees to the fullest

extent of the law to indemnify and hold harmless the City of Dublin, its officers, employees and agents from and against any and all claims, causes of action, liability, loss, cost, expense or demand, including attorney and expert fees, that might arise out of or in any way be related to User's and User's agents' use of Range. The User's obligation to indemnify under this section shall not be construed to negate, abridge, or reduce other rights of indemnity or contribution to which the City of Dublin, its agents or employees are legally entitled.

3. **Compensation Insurance.** The User shall establish and maintain during the life of this agreement Workers Compensation Insurance for all of its employees using the Range.
4. **Agency Liability Insurance.** The User agrees to maintain Comprehensive General Liability, Professional Liability, and Comprehensive Automobile Liability covering all operations directly or indirectly incident to the use of the Range under this agreement when such operations are by the User. Such insurance coverage shall be maintained in the types and amounts herein specified by furnishing endorsements of its own liability insurance coverage. Such Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance shall provide coverage against claims for damages for personal injury, including accidental death, and for property damage that may arise from any use under this agreement. Without limitations on the generality of the foregoing requirements, such insurance shall include coverage for:
 - A. Claims arising after the Agency has completed its training at the Range, and
 - B. Claims arising from liability assumed by the Agency under this agreement including Agency beneficiary liability coverage.

The limits of liability of the insurance required herein shall be not less than \$1,000,000.00 each person; and \$2,000,000.00 each occurrence of bodily injury or accidental death; and \$500,000.00 each occurrence of property damage. To reach such limits of liability excess liability or umbrella coverage, in at least these amounts, may be used. With respect to Professional Liability Insurance, the limits of liability shall be \$5,000,000.00.

Such insurance policy or policies as the User may carry to comply with these insurance requirements shall be endorsed to provide that the policy or policies will not be changed or cancelled without twenty (30) days prior written notice to the City of Dublin. Before execution of this agreement the User shall provide an endorsement on its liability insurance policy naming the City of Dublin as an additional insured, along with a Certificate showing full compliance with these insurance requirements. This endorsement shall be incorporated and made part of this agreement.

5. **General Provisions.**

The parties understand and agree that all terms and conditions contained herein shall be binding and effective upon the parties and their respective successors and assigns.

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

Any dispute under or relating to the Agreement shall be decided in accordance with the laws of the State of Ohio.

No one under the age of 18 shall be permitted within the confines of the Range and all persons actually involved in the training must be law enforcement employees of the User.

The User agrees to fully reimburse the City of Dublin for any damage to the Range facility/equipment resulting from their misuse or abuse of the Range facility/equipment.

6. Scheduling and Cancellations.

A. All requests for scheduling of training hours on the Range are conducted on a “first-come, first-serve” basis.

B. Scheduling is subject to the following stipulations:

1. Range is not being utilized for DPD Training.
 - a. DPD Range Training will be scheduled as far in advance as possible and take priority.
 - b. In the case of a schedule conflict, the outside user will be asked to reschedule.
2. There is at least one Dublin Police Firearms Instructor on premises.
 - a. DPD will require a 1:5 Instructor/Student ratio for live-fire exercises.
 - b. This can be supplemented by additional DPD Firearms Instructors serving as Range Safety Officers.
 - c. If user does not have an OPOTA or NRA certified Firearms Instructor, DPD Firearms Instructors will conduct the training using DPD policies, procedures, and standards.
 - d. The 1:5 Instructor/Student ratio may be supplemented by OPOTA certified Firearms Requalification Instructors or NRA certified Range Safety Officers serving as safety officers. (Both differ from fully certified Firearms Instructors)
3. There is a DPD Range Control Operator in the booth. (may be same as #2)
4. A signed copy of the Range Use Agreement, which will include a “hold harmless” agreement, acknowledgement of liability insurance, agreement to fully reimburse the City of Dublin for damages.
5. User shall follow all DPD Range Rules outlined in Range Use Agreement. Failure to follow Range Rules and/or direction from DPD Firearms Instructor will result in immediate removal from the Range and possible disqualification from future use of the Range.
6. Rates
 - a. A \$50/day fee will be assessed for the rental of the Range.

- b. DPD staff will be compensated at the hourly wage rate as outlined in the current contract. Rates are subject to change based on that year's collective bargaining agreement.

2013 Wage Structure		
Officer	\$39.53 / hr	\$59.30 / hr overtime
Corporal	\$42.80 / hr	\$64.20 / hr overtime
Sergeant	\$46.06 / hr	\$69.09 / hr overtime

- c. An estimated price will be provided by DPD to the user based on number of days and man hours. Invoicing will be based on actual days and hours the Range was used.
7. User will provide all cleaning supplies and equipment.
 8. User will submit a lesson plan at least 30 days out for approval by DPD Range Staff. Anything deemed unsafe or outside DPD policies or procedures will need to be addressed before approval.

C. Cancellations:

- The User agrees to provide five (5) business days notice to DPD when a scheduled date for use of Range needs to be canceled.
- Such notice shall be delivered or faxed to:
 Dublin Division of Police
 Attn: Firearms Training Unit
 6565 Commerce Pkwy
 Dublin, OH 43017
 Phone (614) 410-4800
 Fax (614) 761-6535

7. **Fees and Invoicing.** The User will be required to have a certified firearm instructor on-site in addition to the DPD firearm instructor(s). Fees charged to the User for use of the Range are:

- Rates
 1. A \$50/day fee will be assessed for the rental of the Range.
 2. DPD staff will be compensated at the hourly wage rate as outlined in the current contract. Rates are subject to change based on that year's collective bargaining agreement.

2013 Wage Structure		
Officer	\$39.53 / hr	\$59.30 / hr overtime
Corporal	\$42.80 / hr	\$64.20 / hr overtime
Sergeant	\$46.06 / hr	\$69.09 / hr overtime

- An estimated price will be provided by DPD to the user based on number of days and man hours. Invoicing will be based on actual days and hours the Range was used.

Invoicing: For each scheduled use, the User will be required to provide the following:

- At the time of the scheduling, an estimation of the hours that will be required.
 - On the date scheduled, a completed “sign-in” sheet signed by the User’s representative and the DPD firearm instructor.
8. **Rules.** The User, by signing this document, agrees to abide by the “Range Rules” as set by DPD (copy to be provided upon request).
9. **Length of Agreement.** This agreement is good for the calendar year in which it is executed and will expire on December 31 of the same year.
10. **Severance.** If any provision of this Agreement is found to be unenforceable or invalid, that portion shall be severed from this Agreement. The remainder of this Agreement shall then be construed as if the severed portion(s) had never been contained in the Agreement. The remainder of this Agreement shall remain in force.

The City and User have read and agree to the terms and conditions specified therein.

Marsha Grigsby
City Manager - City of Dublin

Date

Heinz von Eckartsberg
Chief of Police - City of Dublin

Date

User's City Representative

Date

Title

User's Law Enforcement Representative

Date

Title

Approved as to form
City of Dublin - City Attorney

Date

If Applicable: Approved as to form
User's Legal Staff

Date

Range Rules

- Know the status of your weapon at all times
- Never point your muzzle at anything you are not willing to destroy
- Keep your finger off the trigger until you are ready to shoot
- Know your target and what's behind it
- Keep your muzzle pointed downrange or pointed at the floor
- Hearing and eye protection are required during live-fire exercises
- The range will be considered hot at all times
- Weapons will be cleared and/or charged only at the direction of the range instructor

