

Regional Public Safety Training Center Facility Use Contract

THIS AGREEMENT, by and between Olmsted County, acting by and through the Regional Public Safety Training Center hereinafter referred to as "RPSTC", Minnesota RPTSC and [Outside Organization's Name], Minnesota, hereinafter referred to as "USER."

RECITALS:

a. User has agreed to rent all or a portion of the Regional Public Safety Training Facility for the purpose of "Insert specific training class or information here" commencing on (date) at (time) and ending on (date) at (time).

NOW THEREFORE, in consideration of the mutual undertakings and agreement contained within this agreement, the RPSTC and User hereby agree as follows:

1. Compensation and Terms of Payment

a. Compensation

RPSTC shall be compensated a total of \$_____. If User uses any consumable supplies/resources during its training session, User shall pay reimburse RPTSC for the cost of these materials based on the current consumables fee schedule, in addition to the facility rental fee.

b. Terms of Payment

RPSTC shall submit an invoice upon completion of the Training Facility use to the User's authorized agent for the rental fee. Payments shall be made by User within thirty-five (35) days after the services are performed consistent with Minnesota Statutes Section 471.425, Subd, 2a.

2. Condition of Payment

All services provided by the RPSTC pursuant to this agreement shall be performed in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

3. Scope of Services

The RPSTC agrees to furnish the following services during the term of the agreement:

[Insert specific RPSTC services and amenities here]

4. Worker Health, Safety and Training.

User shall be solely responsible for the health and safety of its employees in connection with its use of this facility for training purposes. User shall make arrangements to ensure the health and safety of all subcontractors and other persons who may use the facility in connection with this Contract. User shall ensure all of its personnel and any subcontractors are properly trained and supervised and, when applicable, duly licensed or certified appropriate to the training completed pursuant to this Contract. User shall comply with federal, state and local occupational safety and health standards, regulations and rules which are applicable to use of the Facility. User shall provide all safety equipment needed for training including, but not limited to, hearing protection, eye protection etc.

5. Term of Agreement

This agreement shall remain in effect from _____ to _____ or until all obligations set forth in this agreement have been satisfactorily fulfilled or unless earlier terminated as provided, whichever occurs first.

6. Authorized Agents

The RPTSC's authorized agent for the purpose of administration of this agreement is: _____, Olmsted County Sheriff's Office, Olmsted County Government Center, 101 4th St. S.E., Rochester, MN 55904 (507) _____.

The User's authorized agent is:
[Insert name, address, phone number, etc.]

7. RPSTC and State Audit

Pursuant to Minn. Stat. Section 16C.05, Subd. 5 (2004), the books, records, documents, and accounting procedures and practices of the User relative to this agreement shall be subject to examination by the RPSTC's authorized agent and the State Auditor.

8. Indemnity

User agrees to defend, indemnify, and hold the RPSTC, Olmsted County, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any negligent act or omission on the part of the User, or its subcontractors, partners or independent contractors or any of their agents or

employees, in the performance of or with relation to any of the training to be completed by User or its subcontractors, partners or independent contractors or any of their agents or employees at the facility pursuant to the agreement.

User shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by User under this agreement.

9. Insurance

User shall not begin using the facility for training under this agreement until it has obtained, at its own cost and expense, all insurance required herein. All insurance coverage is subject to approval of the RPSTC and shall be maintained by User until its use of the facility is completed.

a. Workers' Compensation

- 1) State: Minnesota – Statutory
- 2) Employer's Liability with minimum limits of:
 - Bodily Injury by Accident: \$100,000 each Accident
 - Bodily Injury by Disease: \$100,000 each Employee
 - Bodily Injury by Disease: \$500,000 policy limit
- 3) Benefits required by union labor contracts: as applicable

In the event User is a sole proprietor and has not elected to provide workers' compensation insurance, User shall be required to execute and submit an affidavit of sole proprietorship in a form satisfactory to the RPSTC before entering into the agreement.

b. Commercial General Liability

Including Premises, Operations, Products, Completed Operations, Advertising, and Personal Injury Liability, with the following minimum limits of liability:

- \$2,000,000 Aggregate
- \$2,000,000 Products & Completed Operations Aggregate
- \$1,000,000 Personal Injury & Advertising Injury
- \$1,000,000 Occurrence
- \$ 100,000 Fire Damage Limit
- \$ 5,000 Medical Expense

Policy should be written on an occurrence basis and include explosion, collapse and underground.

c. Commercial Auto Liability Required any time User will be using any motor vehicle within the Facility

Automobile Liability should include Hired and Non-Owned, and Olmsted County should be named as an additional insured.

Minimum limits of liability shall be:

If split limits:

\$500,000 each person

\$1,500,000 each occurrence for Bodily Injury

\$1,500,000 each occurrence for Property Damage

If combined single limit:

\$1,500,000 per occurrence

c. **Proof of Insurance**

Insurance certificates evidencing that the above insurance is in force with companies acceptable to the RPSTC and in the amounts required shall be submitted to RPTSC for examination and approval prior to the execution of the agreement, after which they shall be filed with the RPSTC. **The insurance certificate shall name Olmsted County as an additional insured and specifically provide that a certificate shall not be materially changed, canceled or non-renewed except upon sixty (60) days prior written notice to the RPSTC.** Neither the RPSTC's failure to require or insist upon certificates, nor other evidence of a variance from the specified coverage requirements, amends User's responsibility to comply with the insurance specifications.

5. Subcontracts and Assignments

User shall not subcontract the right to use the Facility under this agreement nor assign this agreement without the prior written approval of an authorized agent of the RPSTC. User shall ensure and require that any authorized subcontractor agrees to and complies with all of the terms of this agreement.. User shall be jointly and severally liable for any breach of this use agreement by any subcontractor.

10. Force Majeure

RPSTC and User agree that RPSTC shall not be liable for any delay or inability to perform this agreement, directly or indirectly caused by, or resulting from, strikes, labor troubles, accidents, fire, flood, breakdowns, war, riot, civil commotion, lack of material, delays of transportation, acts of God or other cause beyond reasonable control of User and the RPSTC.

11. Data Practices

User, its agents, employees and any authorized subcontractors of User, in providing all services hereunder, agree to abide by the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as amended, and Minn. Rules promulgated pursuant to Ch. 13. If User is not a governmental entity, User understands that it must comply with these provisions as if it were a government entity. User agrees to indemnify and hold the RPSTC, Olmsted County, its officers, department heads and employees harmless from any claims resulting from the User's unlawful disclosure or use of data protected under state and federal laws.

12. Health Insurance Portability and Accountability Act Of 1996 [When applicable]

RPSTC and User mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information if applicable to the rental of the facility by User.

13. Access to Premises

The RPSTC shall arrange access as necessary to training areas or amenities for User to carry out use of the facility for training as contemplated in this agreement.

14. Termination

This agreement may be terminated by either party, with or without cause upon 30 days written notice to User or the Authorized Agent of the RPSTC. However, any termination shall not eliminate User's obligation to pay RPTSC for any actual use of the facility by User as authorized in Sections 1, 2 and 3 above.

15. Independent Contractor

It is agreed that nothing contained in this agreement is intended or should be construed as creating the relationship of a partnership, joint venture, or association between the RPSTC and User. User is an independent contractor, and it, its employees, agents, subcontractors, and representatives shall not be considered employees, agents or representatives of the RPSTC. Except as otherwise provided herein, RPSTC and User shall each maintain, in all respects, control over the means and personnel by which their responsibilities under this agreement are performed. From any amounts due to RPSTC, there shall be no deduction for federal income tax, FICA payments, state income tax, or for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes for RPSTC employees are the sole responsibility of RPSTC.

16. Notices

Any notices to be given under this agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same with the United States Postal Service, addressed to User at its address stated herein, and to the authorized agent of the RPSTC at the address stated herein.

17. Controlling Law

The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this agreement, and the legal relations between the parties and performance under the agreement. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Olmsted, State of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the State of Minnesota.

18. Successors and Assigns

The RPSTC and User, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this agreement.

19. Equal Employment and Americans with Disabilities Act Requirements

In connection with the work under this agreement, User agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

20. Changes

The parties agree that no change or modification to this agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this agreement. The execution of the change shall be authorized and signed in the same manner as for this agreement.

21. Severability

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the agreement to fail its purpose.

22. Waiver

The failure of the RPTSC to enforce any provisions of this contract shall not constitute a waiver by the RPTSC of that or any other provision.

23. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the RPSTC and User relating to the subject matter hereof.

I am the duly authorized representative of the User described below that wishes to use the RPSTC for training purposes. I have read this agreement in its entirety, including the attached Exhibit A - Regional Public Safety Training Center (RPSTC) General Operational Policies, and the rules for any area of operations User has contracted to use within the Facility. Depending on the type of use, this may include Exhibit B - Regional Public Safety Training Center (RPSTC) Weapons Range Rules, Exhibit C – Burn Tower Rules, Exhibit D – Vehicle Operations Range Rules, Exhibit E – K-9 Training Area Rules and Exhibit F - Regional Public Safety Training Center (RPSTC) Facility Release Form. I understand the terms and conditions of this agreement, including the rules for any area of operations User has contracted to use within the Facility. I agree that User intends to be legally bound by them, to the extent they apply to the training activities which User will engage in within the RPSTC.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**Regional Public Safety Training
Center**

[USER NAME]

by _____ by _____
Facility Manager

Date _____ Date _____

Rev. 3-2013

EXHIBIT A – REGIONAL PUBLIC SAFETY TRAINING CENTER (RPSTC) GENERAL OPERATIONAL POLICIES

Purpose and Operational Responsibility

- I. The primary function of the RPSTC is to promote collaborative, effective and efficient training of Public Safety Providers within Olmsted County and the Region.
- II. The RPSTC Facility Manager is responsible for the administration and oversight of the RPSTC and its programs.
- III. The RPSTC Facility Manager is responsible for the daily operation of the training facility
- IV. Taking the tactical configuration of the RPSTC weapons ranges into consideration, with safety being the primary concern, the RPSTC Advisory Board has made the policy decision that the Ranges will be closed to the General Public, subject to certain limited exceptions set forth in the Weapons Range Rules.

General Facility Use Requirements

- I. When the training facility is not being used by its primary contract users, the Facility Manager may contract use of the facility to other law enforcement agencies to support their training needs.
- II. Contract agencies are responsible for any damage caused by their employees or agents when such damage is due to negligence or to willful or preventable misuse of the facility or its equipment. Such responsibility includes payment for the prompt repair or replacement of the damaged items.
- III. Contract agencies are responsible for assuring that their employees and agents who use the training facility, comply with all safety rules and regulations listed with this policy statement.
- IV. Contract agencies may be granted permission to maintain storage lockers at the training facility, as space allows and as approved by the Facility Manager. The RPSTC shall not warrant the security or safety of any material or equipment stored at the training facility by contract agencies.

- V. During Contract use, contracting agencies are expected to provide range safety and instructional personnel who have been trained and are currently certified as a Firearms Instructor by an organization acceptable to the RPSTC Manager, to supervise and operate the range safely and efficiently. It is the policy of the RPSTC to grant operational autonomy to those persons while their employees are using the facility. However, the RPSTC Manager retains ultimate control over the use of the facility at all times. Range safety personnel, instructors and all other contract agency employees who use the training facility by virtue of a contract, regardless of rank or position, shall follow the directions of the RPSTC Manager (or designee) immediately and without question.
- VI. In the event of schedule conflicts, decisions of the RPSTC manager (or designee) are final.
- VII. The RPSTC Manager (or designee) may refuse or terminate use by any member of a contracting agency for violation of RPSTC rules or applicable RPSTC Policy.

OSHA Compliance Within the Facility

- I. Cleaning and maintenance of the RPSTC shall be done in strict accordance with the RPSTC health and safety standard policy. A copy of this standard will be maintained at the RPSTC.
- II. Agencies contracting for RPSTC use shall, as a term of their contracts, provide their employees who use the RPSTC, in advance of that use, lead hazard safety training and appropriate protective gear sufficient to meet federal, state and local occupational health and safety standards.

General Safety Requirements for Weapons Handling Outside of Facility Weapons Ranges

- I. Range operations shall be supervised by a Certified Firearms Instructor, at all times when shooters are present at the facility.
- II. Loading and unloading of weapons shall occur in the manner and in the locations designated by a Firearms Instructor (or designee).
- III. Unless an emergency exists, loaded, un-holstered weapons are not permitted inside the Olmsted County Public Works Service Center, or porta potties/restrooms, fenced tactical/burn tower or covered shelter briefing areas of the RPSTC.

- IV. Loaded weapons are not permitted away from the firing line unless properly and safely holstered and in the possession of a person who has authority to carry such a weapon.
- V. Basic firearms safety rules are to be followed at all times while inside any RPSTC buildings or grounds.
- VI. Absolutely NO horseplay of any kind shall occur either inside any RPSTC buildings or on the RPSTC property.
- VII. No person shall be permitted to use the RPSTC who, in the opinion of the Firearms Instructor (or in their absence, the RPSTC Facility Manager), is impaired in judgment or motor control because of the use of alcohol, drugs or any other substance, or is impaired in judgment or motor control for physical, medical or psychological reasons. Persons with such impairments may be asked to leave the facility, if, in the opinion of the Firearms Instructor (or Facility Manager), their continued presence at the RPSTC would constitute a safety hazard to themselves or others.
- VIII. No persons shall bring, possess or use alcohol, any illegal drug or any non-prescribed controlled substance onto the RPSTC property.
- IX. Only weapons authorized by the Firearms Instructor shall be used at the RPSTC.
- X. All RPSTC users authorized to use special targeting systems and other RPSTC accessories shall do so with the appropriate safety and care.
- XI. Law enforcement officers are encouraged to wear protective vests when engaged in live-fire practice, training or qualification activities.

EXHIBIT B - REGIONAL PUBLIC SAFETY TRAINING CENTER (RPSTC) WEAPONS RANGE RULES

It is imperative that the following list of rules be followed at all times to ensure the safety of all participants as well as the instructors. By following these rules, a safe and efficient program will be presented. A violation of any range rule shall be grounds for immediate dismissal from the program.

Range Hours are from 0700 to 2200 hours; scheduled training has priority.

General Facility Rules:

1. There will be absolutely no alcoholic beverages or controlled substances not prescribed by a physician allowed on the premises. Use of tobacco products is allowed only in designated areas.
2. No participant shall consume alcoholic beverages or controlled substances not prescribed by a physician during a program, including the lunch break. In addition, no participant shall exhibit evidence of alcohol or controlled substance consumption which has occurred during non-program hours.
3. The directions of the program instructors shall be followed at all times, under all circumstances. The Range Master (RM) or Firearms Instructor (FI) conducting the training will have maximum authority over the range at all times. This is non-negotiable and there will be no debate as to the validity of instruction. Should conflict arise, the instructor's decision shall be carried out and complaints registered with the Training Division Supervisor at an appropriate time.
4. The Regional Public Safety Training Center accepts no responsibility for lost, stolen, or damaged items.
5. All garbage will be picked up at the conclusion of the weapons training and placed into the designated receptacles on site.

Specific Range Rules:

6. The RM or FI reserve the right to prohibit the use of any firearm determined to be unsafe or unsuitable for use.

7. The RM or FI must approve all ammunition for use. Any ammunition determined unsafe, unsuitable, or unusable must be removed from the range and stored as directed by the RM or FI pending its removal from the premises of the Facility.
8. The following types of ammunition are NOT PERMITTED on any ranges: armor piercing, steel core, steel jacket, steel shot, and incendiary, explosive, or tracer rounds. Any damage to the range by use of the above listed ammunition is the responsibility of the entity or agency causing the damage and a violation of this policy may result in being banned from future usage of the Facility.
9. Eye and ear protection must be in place and used during the firearms training.
10. Fully automatic weapons are allowed for use by authorized personnel only.
11. Safe muzzle discipline must be maintained at all times while on the range.
12. All spent shell casings shall be picked up at the conclusion of the weapons training and placed into the designated receptacles on site.
13. Law enforcement users of the RPSTC shall use only fully-jacketed, department issued handgun ammunition for general practice and routine qualification. With permission of the RPSTC Manager, law enforcement users may designate one qualification period per year to be shot with duty ammunition.
14. No food or beverages are to be consumed in the immediate vicinity of or ahead of the range firing lines.
15. Shooters shall wash their hands and faces thoroughly prior to consuming food or beverages at the RPSTC.

**EXHIBIT C – REGIONAL PUBLIC SAFETY TRAINING CENTER BURN TOWER
RULES**

(The Burn Tower Rules are currently being prepared and a copy will be provided once they are in final form).

**EXHIBIT D – REGIONAL PUBLIC SAFETY TRAINING CENTER VEHICLE
OPERATIONS RANGE RULES**

It is imperative that the following list of rules be followed at all times to ensure the safety of all participants as well as the instructors. By following these rules, a safe and efficient program will be presented. A violation of any range rule shall be grounds for immediate dismissal from the program.

Range Hours are from 0700 to 2200 hours; scheduled training has priority.

General Facility Rules:

1. There will be absolutely no alcoholic beverages or controlled substances not prescribed by a physician allowed on the premises.
2. No participant shall consume alcoholic beverages or controlled substances not prescribed by a physician during a program, including the lunch break. In addition, no participant shall exhibit evidence of alcohol or controlled substance consumption which has occurred during non-program hours. Use of tobacco products is permitted only in designated areas.
3. The directions of the program instructors shall be followed at all times, under all circumstances. There will be no debate as to the validity of instruction. Should conflict arise, the instructor's decision shall be carried out and complaints registered with the Training Division Supervisor at an appropriate time.
4. Participants shall stay in the training area at all times unless accompanied by an instructor or at the express direction of an instructor.

Specific Range Rules:

5. No vehicles are permitted on the course unless accompanied by an instructor or at the express direction of an instructor.
6. There shall be no pedestrian traffic in the area of the driving course/skid pad.
7. Unless otherwise directed by the course instructor, seatbelts, harnesses, and any other safety equipment available shall be worn at all times by all occupants of a vehicle using the Vehicle Operations Range.

8. Only personnel and vehicles authorized by the RPSTC will be allowed on the Vehicle Operations Range.
9. All vehicles must be inspected and must be in proper working order before each training session. Only vehicles passing inspection shall be allowed on the Vehicles Operations Range to participate in the training exercises.
10. Any injury or property damage shall be reported immediately to an instructor.
11. Any actions determined to be adverse to the training exercises will result in the immediate dismissal of the individual(s) from the Vehicle Operations Range.

RIGHT OF WAY

12. Vehicle direction of travel shall be designated by the instructors.
13. There shall be no passing on the driving course unless advised to do so by an instructor.

SPEED

14. Speeds through all exercises shall be determined by the instructors, existing conditions and individual capabilities.
15. Progression of speed and exercise complexity shall be at the discretion of the instructors.

**EXHIBIT E – REGIONAL PUBLIC SAFETY TRAINING CENTER K-9
TRAINING GROUNDS RULES**

1. No alcoholic beverages allowed or consumed in the area of the K-9 training grounds.
2. An Olmsted County/Rochester K-9 unit member must be present during any use of the training grounds.
3. All service K-9's must be under physical, verbal or hand control at all times when on the training grounds.
4. Any training equipment damaged during use must be reported to the Olmsted County/Rochester K-9 unit trainers or K-9 unit commander.
5. The use of blank ammunition is permitted during training.
6. The training grounds hours of operation are 24/7/365 with the exception that blank gunfire can only be used from 0700 – 2200 hours.
7. K-9 unit commander and/or K-9 unit trainers will have the final say in dismissing any person from the training grounds for unsafe behavior or violation of the rules.



EXHIBIT F - RPSTC INDIVIDUAL USER RELEASE FORM

I acknowledge that the use of the services, activities and facilities of the Regional Public Safety Training Center (RPSTC) carries a risk of serious personal injury or death. In consideration for the permission to use the facilities of the RPSTC, I hereby release and forever discharge, for me and my heirs, executors, administrators and assigns, the members of the Regional Public Safety Training Facility (RPSTC) and all other persons, volunteers, firms, corporations in any way related to the RPSTC, including Olmsted County, of and from all claims, demands, rights and causes of action of whatsoever kind and nature, arising from or by reason of any and all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, negligence or strict liability of the Released Parties and the consequences thereof, resulting from my use of the services, activities, and facilities of the RPSTC.

Nothing in this release is intended to be, nor shall be interpreted as a waiver, of any kind of the Regional Public Safety Training Center (RPSTC) or Olmsted County's immunity from suit.

I hereby declare that I am not a convicted felon, nor have I been convicted of Domestic Violence and am not therefore using this facility in violation of State or Federal Law.

I hereby declare that I am of adult age, that I have carefully read the foregoing Release and understand the contents thereof. That I may not use the services, activities or facilities of the RPTSC without signing this Release and that I sign it of my own free will.

CAUTION: THIS IS A RELEASE – READ BEFORE SIGNING

Date: _____

Signature of Individual User

Printed Name of Individual User