

AGREEMENT FOR RANGE FACILITY ACCESS AND USE

This Agreement is entered into on this _____ day of _____, 2022 by the Green Valley Rifle & Pistol Club, Inc., ("Green Valley"), a Missouri for profit Corporation, with offices at 4350 E Academy Road, Hallsville, Missouri 65255, mailing address of Green Valley Rifle & Pistol Club, Inc, P.O. Box 1343, Columbia, MO 65205-1343, and the City of Columbia Missouri, ("Columbia Police") whose offices are located at 600 East Walnut, Columbia, Missouri 65201.

WHEREAS, Columbia Police has need for access to gun range and training services, and

WHEREAS Green Valley is able to meet Columbia Police's needs for such services, and

WHEREAS, Columbia Police wishes to purchase, and Green Valley wishes to provide services pursuant to the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

I. GENERAL DUTIES AND OBLIGATIONS OF COLUMBIA POLICE

- A. Columbia Police shall have access to and use of the range facilities of Green Valley at 4350 E Academy Road, Hallsville, Missouri, and 4900 N Wyatt Lane, Columbia, Missouri for official scheduled training, with the terms and conditions contained herein.
- B. Columbia Police shall designate and inform Green Valley with the name, phone number and e-mail address of the person designated by them as the sole person authorized to request or schedule training and facility use.
- C. Columbia Police shall inform Green Valley in writing of the names of the instructors, phone numbers, email addresses of all persons for which Green Valley Range Passes are to be issued. Such Range Passes will be solely for the use of those whose name appears on it. The instructors will be responsible for their training group. Columbia Police shall insure Range Passes are not shared or the gate combinations given to any unauthorized person.
- D. Columbia Police Instructors shall ensure that all Columbia Police personnel abide by current or future Range Safety and Operating Rules established by Green Valley. Columbia Police further acknowledges that Green Valley, for repeated or serious safety violations, may bar individual Columbia Police officers from the range.

- E. Columbia Police shall ensure all those receiving Range Passes receive a range orientation approved by Green Valley, time and date by mutual agreement. Green Valley is not required to issue a Range Pass to any person not completing the orientation.
- F. Columbia Police shall ensure all department personnel training on the facility complete and sign a Green Valley waiver of liability form, Attachment A, to this agreement. Waivers will be completed one time for each officer at the beginning of the contract period and will remain on file at Green Valley. Completed waivers are to be delivered to Green Valley.
- G. Columbia Police at the conclusion of training activities will remove all portable equipment from the range or ranges used, returning them to where they were found. In the case of portable equipment to remain on a given range, it is to be moved to the side of the range. Any range utilized shall be cleaned of trash. Columbia Police may use their equipment, ATV and trailer or like equipment for transporting of portable equipment. Use of personal vehicles, pick-up trucks etc., are not permitted on ranges unless approved by the Director of Range Operations and is dependent on weather conditions. All Columbia Police training equipment will be stored in the Columbia Police storage container.
- H. Columbia Police will, through its designated contact person, attempt to request facility use with as much advanced notice as possible. That request shall contain the following information: name of training event, specific range or ranges requested, person in-charge of that training, date and times of arrival and estimated completion. Green Valley, at its discretion, may permit range set up the day before a training session providing it does not conflict with other activities. In the case of requests made less than one week before the requested date, Green Valley is not required to honor them, but may do so at its discretion based on range availability and other scheduled events.
- I. For unscheduled officer training sessions, officers will be in the presence of an instructor with a Range Pass. For unscheduled SWAT officer training an instructor is not required. During unscheduled training, officers will follow Columbia Police training guidelines and use Columbia Police equipment. Green Valley members will have range priority over unscheduled training.
- J. Columbia Police are to report to Green Valley by e-mail, Hq@gvshoot.com, broken or damaged equipment. Should equipment be damaged or become broken from other than normal use, Green Valley will bill Columbia Police for the cost of repairs.
- K. Only sworn Columbia Police officers may use Green Valley under this contract for scheduled training. With prior approval, other sworn law enforcement officers participating in joint scheduled training with Columbia Police, may use Green Valley. Completion of Green Valley waiver and payment of the current law enforcement training daily fee per officer will be required.

- L. Columbia Police will limit scheduled training to Monday through Fridays only to prevent interference with Green Valley matches.

II. GENERAL DUTIES AND OBLIGATIONS OF GREEN VALLEY

- A. Green Valley shall provide access to Columbia Police to its facilities at 4350 E Academy Road, Hallsville, Missouri and 4900 N Wyatt Lane, Columbia, Missouri in accordance with the terms and conditions contained herein.
- B. Green Valley will designate a member of the Executive Committee as the contact person for those individuals identified under Section 1. Subsection B.
- C. Green Valley will conduct a range orientation program for Columbia Police personnel, at a time and date of mutual agreement as needed. Green Valley is not obligated to issue Range Passes to anyone not familiar with the Range Safety Rules.
- D. Green Valley, recognizing the training needs and requirements of law enforcement officers, may, on occasion in specific instances, grant through its Executive Committee, permission to deviate from established range safety and operating rules. Permission to deviate shall be valid only for that specific event and not construed as blanket approval for future events. Permission is to be requested and approval granted, before the training takes place. Deviation without approval will be cause to cancel this agreement with no refund of payment.

III. Fees and Term of Agreement

- A. The term of this Agreement shall be from October 1, 2022 thru September 30, 2023.
- B. The fee shall be NINETEEN THOUSAND NINE HUNDRED FORTY DOLLARS AND FIFTY CENTS. (\$19,940.50) if paid within 90 days.
- C. The above fee is based upon the requested training days, number of participants, facilities needed, and the number of ranges requested from the Columbia Police Department Training and Recruiting Unit. (See Attachment B) The above fee is due and payable upon receipt of invoice.

IV. Miscellaneous

- A. Assignment: Neither party to this Agreement may assign its right or delegate its duties or obligations under this Agreement without the express written consent of the other party.

- B. No Waiver of Immunities: In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- C. General Laws: Organization shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- D. Amendments or Modifications: Unless otherwise provided herein, this Agreement shall not be amended except through a written instrument executed by both Columbia Police and Green Valley.
- E. Notices: Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be deemed sufficiently given if sent by U. S. Mail, postage prepaid, overnight carrier, facsimile or hand delivered upon receipt, or upon the date of delivery (or the date first presented for delivery if declined or refused).
- F. Complete Agreement: This Agreement constitutes the full and complete understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings, written or oral, between the parties with respect thereto. The provisions of this Agreement supersede and replaces any and all agreements or writings prior to the date of this Agreement, and all such agreements and writing shall immediately and without further action be and become null, void and of no further effect upon the date of this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHERE OF, parties have caused the Agreement to be executed by their duly authorized officers as of the Date entered above.

CITY OF COLUMBIA, MISSOURI

By: _____
De 'Carlton Seewood, City Manager



ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/MDB



CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. 11002141-504590, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Finance Director

GREEN VALLEY RIFLE & PISTOL CLUB, INC.

By: RE Poelling
Treasurer

Name: Richard E. Poelling

Date: 09/12/2022

Attachment A

WAIVER AND AGREEMENT NOT TO SUE

In consideration of The Green Valley Rifle & Pistol Club, Inc., A Missouri corporation permitting me to participate in and observe events and activities at its facilities, I, on my own behalf and on behalf of my heirs, representatives, and administrators and assigns, hereby WAIVE and FORGIVE any and all claims, demands causes of action, suits and rights I may have against that corporation for any personal injury (including death), loss and damage to property which I may have against that corporation that arise out of my participation in or observation of COLUMBIA POLICE DEPARTMENT TRAINING event at the corporation's facilities.

Further, I agree that I WILL NOT, nor will anyone acting on my behalf claiming by or through me, BRING OR MAINTAIN ANY SUIT IN COURT to assert any claim against that corporation that I may have arising out of the events and activities described and referred to in the preceding paragraph. The purpose and intent of this paragraph is to preclude me from obtaining any money judgement against the Green Valley Rifle & Pistol Club, Inc., its Board of Directors and Officers.

I am over the age of 18 years.

I recognize that The Corporation is not obligated to permit me to participate in or observe any of its activities and that it may require me to leave its property at any time.

This instrument shall remain in full force and effect until it is revoked by me in writing and delivered personally to an officer of The Corporation.

HOWEVER, NOTHING IN THIS INSTRUMENT SHALL PRECLUDE ME FROM PROCEEDING AGAINST ANY PERSON, FIRM OR CORPORATION OTHER THAN GREEN VALLEY RIFLE & PISTOL CLUB, INC. FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS AND RIGHTS THAT I MAY HAVE AGAINST SUCH OTHER PERSONS, FIRMS OR CORPORATIONS. The intent of this paragraph is to allow me to obtain a money judgment against any person or entity other than The Corporation.

Dated: _____

Signature

Please Print Full Name

WITNESS

ATTACHMENT B

COLUMBIA POLICE DEPARTMENT FY2023 RANGE RENTAL TRAINING FACILITIES REQUEST (October 1, 2022 to September 30, 2023)

| TRAINING GROUP TITLE/ DESCRIPTION | REQUESTED RANGE TIME | ANNUAL COST |
|--|--|--------------------|
| Duty Qualification | 6 days, 1 range for duty qualifications (3 day – 3 night) for 160 officers | \$2,400. |
| In-Service Training | 10 days for in-service training, 3 ranges with classroom & clubhouse for 160 officers | \$4,800. |
| Firearms Instructor Course | Two 3-day Firearm Instructor Class utilizing 3 ranges & classroom each day for 7 officers | \$840. |
| Skill Building Firearms Training | Skill Building Firearms Training for 20 officers each day on 2 ranges. Total of 80 Officers for 4 training days | \$2,400 |
| Patrol Rifle Operator | 6 days of PRO training utilizing 2 ranges & classroom for 20 officers | \$400. |
| SWAT Team | 20 days of SWAT team training utilizing 3 ranges & classroom from 1200-2200 for 20 officers, Includes 5-day SWAT or Sniper School | \$8,000. |
| New Recruit Basic Handgun Training | Basic 3-day handgun and rifle training for new recruits 3 times per year for 1-8 officers on 3 ranges. Daily fee of \$100. | \$900. |
| Training Passes issued by CPD to Police Officers as needed | 10 Range training passes will be provided to the Training & Recruiting Unit to be issued for Police Officer practice as needed on an unscheduled range. | \$1,250. |
| Specialized Problem Shooter Training | As needed range access for individual Police Officer training by firearms instructors. | No Charge |
| CPD 40' Storage Container on Green Valley Property | No monthly charge with annual contract | No Charge |
| CPD SWAT Obstacle Course | No monthly charge with annual contract | No Charge |
| CPD Tower near Range 10 | Maintenance of tower is the responsibility of Columbia Police Department | No Charge |
| Armed Guard Qualification | Armed Guard qualifications are provided by the Training Unit for a Fee. Training unit will collect a \$10 range use fee and signed waiver from each Armed Guard payable to Green Valley. | No Charge |
| | TOTAL COST | \$20,990.00 |
| | Additional 5% Discount | -\$1,049.50 |
| | Final Cost | \$19,940.50 |

Note: Training sessions must be scheduled Monday through Friday only. A discount of 25% or more was applied to our standard daily range fees for groups conducting training M-F. In the event of severe weather warnings on planned training dates, Green Valley will work with the Columbia Police Department to reschedule training. The Columbia Police Department has had a long-term working relationship with Green Valley and their cooperation in scheduling ranges is appreciated. In response to that cooperation, the Executive Committee has approved an additional 5% discount if paid within 90 days.