

Introduced by _____

First Reading _____

Second Reading _____

Ordinance No. _____

Council Bill No. B 11-14

AN ORDINANCE

authorizing an agreement with Green Valley Rifle & Pistol Club, Inc. for range facility access and use; and fixing the time when this ordinance shall become effective.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBIA, MISSOURI, AS FOLLOWS:

SECTION 1. The City Manager is hereby authorized to execute an agreement with Green Valley Rifle & Pistol Club, Inc. for range facility access and use. The form and content of the agreement shall be substantially as set forth in "Exhibit A" attached hereto and made a part hereof as fully as if set forth herein verbatim.

SECTION 2. This ordinance shall be in full force and effect from and after its passage.

PASSED this _____ day of _____, 2014.

ATTEST:

City Clerk

Mayor and Presiding Officer

APPROVED AS TO FORM:

City Counselor

AGREEMENT FOR RANGE FACILITY ACCESS AND USE

This Agreement is entered into on this _____ day of _____, 2013 by the Green Valley Rifle & Pistol Club, Inc., ("Green Valley"), a Missouri for profit Corporation, with offices at 4350 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.

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 Academy Road, Hallsville, 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 mailed 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 and brass.

Columbia Police may use their equipment, Kawasaki Mule and trailer or like equipment for transporting of portable equipment. Use of personal vehicles, pick-up trucks etc., are not permitted. All Columbia Police training equipment will be stored in the Columbia Police storage trailer.

- 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: specific range or ranges, person in-charge of that training, number of people in 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 written 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 or billed to Columbia Police.
- L. With prior scheduling, Columbia Police may conduct limited Citizen Academy and Public Relations events at Green Valley at no charge. Waivers must be completed for all participants.

II. GENERAL DUTIES AND OBLIGATIONS OF GREEN VALLEY

- A. Green Valley shall provide access to Columbia Police to its facilities at 4350 Academy Road, Hallsville, 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. Green Valley is not obligated to issue Range Passes to anyone failing to attend.
- 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, 2013 thru September 30, 2014.
- B. The fee shall be FOURTEEN THOUSAND FOUR HUNDRED (\$14,400.00).
- C. 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. 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.
- C. 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).
- D. 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.

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: _____
Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

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

John Blattel, Director of Finance

GREEN VALLEY RIFLE & PISTOL CLUB, INC.

By: Richard E. Poelling
Treasurer

Name: RICHARD E. POELLING

Date: 12-15-2013

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.

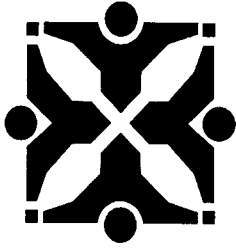
HOWEVER, NOTHING IN THIS INSTRUMENT SHALL PRECLUDE ME FROM PROCEEDING AGAINST ANY PERSON, FIRM OR CORPORATION OTHER THAN GREEN VALLEY RIFLE & PISTOL CLUB, INC. FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, SUITS AND RIGHTS THAT I MAY HAVE AGAINST SUCH OTHER PERSONS, FIRMS OR CORPORATIONS. The intent of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

Dated: _____

Signature

Please Print Full Name

WITNESS



Source: Police Department

Agenda Item No:

To: City Council

From: City Manager and Staff

Council Meeting Date: Jan 6, 2014

Re: Cooperative Agreement - Green Valley

EXECUTIVE SUMMARY:

Staff has prepared for Council consideration an ordinance authorizing the City Manager to sign an agreement with Green Valley Rifle & Pistol Club, Inc or "Green Valley". Green Valley agrees to provide access and use of range facilities located at 4350 Academy Road, Hallsville, Missouri to Columbia Police Department for official scheduled training.

DISCUSSION:

This agreement with Green Valley would provide Columbia Police a facility to use for Range Qualifications Training, Firearms Training, and SWAT Training.

The agreement period is October 1, 2013 through September 30, 2014.

FISCAL IMPACT:

There is no additional fiscal impact with approving this agreement as the cost was figured into the FY2014 approved budget.

VISION IMPACT:

<http://www.gocolumbiamo.com/Council/Meetings/visionimpact.php>

None

SUGGESTED COUNCIL ACTIONS:

Staff recommends acceptance and passing of ordinance.

FISCAL and VISION NOTES:					
City Fiscal Impact Enter all that apply		Program Impact		Mandates	
City's current net FY cost	\$0.00	New Program/ Agency?	No	Federal or State mandated?	No
Amount of funds already appropriated	\$14,400.00	Duplicates/Expands an existing program?	No	Vision Implementation impact	
Amount of budget amendment needed	\$0.00	Fiscal Impact on any local political subdivision?	No	Enter all that apply: Refer to Web site	
Estimated 2 year net costs:		Resources Required		Vision Impact?	No
One Time	\$0.00	Requires add'l FTE Personnel?	No	Primary Vision, Strategy and/or Goal Item #	
Operating/ Ongoing	\$0.00	Requires add'l facilities?	No	Secondary Vision, Strategy and/or Goal Item #	
		Requires add'l capital equipment?	No	Fiscal year implementation Task #	