

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting a Form )  
License and Indemnity Agreement for the ) ORDER NO. 19-2009  
Columbia County Firearms Range Complex )

WHEREAS, on January 14, 2009, the County entered into a Firearms Range Lease with Morse Bros., Inc., an Oregon corporation dba Knife River an MDU Resources Company ("MBI"), (the "Lease"); and

WHEREAS, the Lease allows the County to permit Additional Users, (law enforcement agencies other than the County and the FBI) to use the Firearms Range upon compliance with several conditions; and

WHEREAS, the County and MBI entered into the First Amendment to Firearms Range Lease on March 25, 2009, (the "First Amendment"); and

WHEREAS, the First Amendment amends certain insurance endorsement requirements for Additional Users; and

WHEREAS, the Board of County Commissioners desires to adopt a form License and Indemnity Agreement to be signed by all Additional Users to ensure compliance with the Lease, as amended, prior to entering upon the Firing Range; and

WHEREAS, it would be impracticable to have the Board of Commissioners sign each and every License and Indemnity Agreement; and

WHEREAS, the Board desires to adopt reasonable fees for the use of the Firearms Range to cover the cost to operate, maintain, and manage the Firearms Range;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:


1. The Board of County Commissioners adopts the form License and Indemnity Agreement (the "Agreement") which is attached hereto as Attachment 1, and is incorporated herein by this reference.
2. Any change to the form Agreement shall only be made after approval of the Board of County Commissioners.
3. The Columbia County Sheriff shall not allow any Additional User to use the Firearms Range without ensuring compliance with the terms of the Agreement.
4. The Columbia County Sheriff shall provide a copy of each executed Agreement together with the required insurance documentation to the Office of County Counsel.

5. The Board of County Commissioners authorizes the Columbia County Sheriff to sign each Agreement after review by County Counsel as to form.

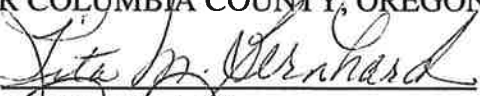
6. The Board of County Commissioners adopts the fee schedule for the use of the Firearms Range which is attached hereto as Attachment 2, and is incorporated herein by this reference.

Dated this 25<sup>th</sup> day of March, 2009.

Approved as to Form

By:   
Office of the County Counsel

BOARD OF COUNTY COMMISSIONERS  
FOR COLUMBIA COUNTY, OREGON

By:   
Rita Bernhard, Chair

By:   
Anthony Hyde, Commissioner

By:   
Earl Fisher, Commissioner

LICENSE AND  
INDEMNITY AGREEMENT  
COLUMBIA COUNTY FIREARMS RANGE COMPLEX

This License and Indemnity Agreement ("Agreement") is made and entered into as of the date last signed below, by and between Columbia County, a political subdivision of the state of Oregon, (the "County"), and \_\_\_\_\_, ("Agency") by and through its \_\_\_\_\_, a law enforcement agency.

The Columbia County Firearms Range Complex (the "CCFRC") is a law enforcement training facility built by the Federal Bureau of Investigation (the "FBI") and the County, and leased and operated by the County upon land owned by Morse Bros., Inc., an Oregon corporation dba Knife River an MDU Resources Company ("MBI"). The County and the FBI have agreed to allow Agency to use the CCFRC upon payment of a fee and agreement with the conditions of use provided below.

Agreement

IN WITNESS WHEREOF, the County and Agency agree as follows:

1. The County grants to Agency a license to enter upon, occupy and use the CCFRC, including available parking areas, for training purposes at pre-arranged scheduled times, subject to the terms of, and contingent upon, the County's lease of the CCFRC from MBI, as amended, and all the terms and conditions stated or referenced herein.
2. Agency agrees to abide by any and all administrative, operational and safety rules and regulations established by the County at all times during the use of the CCFRC by the Agency. Administrative, operational, and safety rules and regulations (the "Operating Rules") are attached hereto and are incorporated herein by this reference. By its signature below, Agency acknowledges that all persons authorized by the Agency to use the CCFRC under this Agreement have read and understand the Operating Rules. The Operating Rules may be amended from time to time. The Agency and all of its authorized users under this Agreement shall sign any amendments to the Operating Rules prior to use of the CCFRC acknowledging that they have read and understand the amendments.
3. Agency agrees to provide its own certified firearms instructors and range safety officers.
4. Agency shall pay the fee established by the County for its use of the CCFRC. Such fee shall be paid in advance of each scheduled training event.
5. The County shall have the right to terminate this Agreement and/or expel from the CCFRC any user of the CCFRC who violates the Operating Rules, or for any other reason in the County's sole discretion.

6. Agency agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns from and against any and all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees at trial or on appeal, that the County and or its officers, agents or employees, successors or assigns may sustain or incur on account of any or all of the following arising out of or in any way related to use of the CCFRC or as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of Agency, its officers, agents, employees, members, and/or invitees: (1) any damage to or destruction of the real property leased by the County for the CCFRC; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; and (3) injury to or death of any person or persons. The Agency's liability is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution, and ORS 30.260 to 30.300, the Oregon Tort Claims Act, or 28 U.S.C. § 1346, §1402, §2401, and §§ 2671-2680, the Federal Tort Claims Act, if applicable. Agency warrants that it maintains and shall continuously maintain commercial general liability insurance in accordance with state law, agrees that its contractual obligation to indemnify is not affected by any statutory limits on Agency's tort liability, and warrants that the County is covered by Agency's insurance policies to the full limits of those policies as both an additional insured and as an indemnitee and that the limits of said policies meet or exceed \$3,000,000.
7. Agency agrees to release, indemnify, defend and hold harmless FBI, its employees, contractors and other personnel from and against any and all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees, at trial or on appeal, that the FBI and or its employees, contractors and other personnel may sustain or incur on account of (1) any damage to or destruction of the real property; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; and (3) injury to or death of any person or persons, arising in any manner out of the use of the CCFRC or as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of the Agency and its officers, agents, employees, members and/or invited guests. The Agency's liability is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution, and ORS 30.260 to 30.300, the Oregon Tort Claims Act, or 28 U.S.C. § 1346, §1402, §2401, and §§ 2671-2680, the Federal Tort Claims Act, if applicable.
8. Agency agrees to release, indemnify, defend and hold harmless MBI, its parent, subsidiaries, affiliated entities and their respective directors, officers, agents and employees, successors and assigns ("Indemnitees") from and against any and all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorneys fees, at trial or on appeal, that Indemnitees or any of them may sustain or incur on account of any or all of the following arising out of or in any way related to use of said Property or as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of Agency, its officers, agents, employees, members, and/or invitees: (1) any damage to or destruction of the real property leased by the County for the CCFRC or any adjoining real property of an Indemnitee; (2) any damage to or destruction of any property belonging to any other person, entity or corporation; and (3) injury to or death of any person or persons. If Agency's liability is subject to the limits and provisions of Article XI, Section 10 of the Oregon Constitution, and ORS 30.260 to 30.300, the Oregon Tort Claims Act, or 28 U.S.C. § 1346, §1402, §2401, and §§

2671-2680, the Federal Tort Claims Act, Agency warrants that it maintains and shall continuously maintain commercial general liability insurance in accordance with state law, agrees that its contractual obligation to indemnify Indemnitees is not affected by any statutory limits on Agency's tort liability, and warrants that MBI is covered by Agency's insurance policies to the full limits of those policies as both an additional insured and as an indemnitee and that the limits of said policies meet or exceed \$3,000,000.

9. Prior to entry onto the property, Agency shall provide the following certificates of insurance to protect the County, the FBI and MBI:

- A. A certified copy of the insurance endorsement or other written evidence satisfactory to MBI of commercial general liability insurance with coverage limits of not less than \$3,000,000 naming MBI as an additional insured in accordance with Agency's indemnity obligations and agreeing to give at least ten (10) days written notice prior to the cancellation, expiration, non-renewal or material changes of said policy. Except as provided below, Agency's insurance coverage shall be endorsed to be primary to all insurance available to MBI, with MBI's insurance being excess, secondary, and noncontributing, and Agency shall provide a waiver of subrogation in favor of MBI.

If Agency is a CCIS Member, Agency is not required to provide coverage endorsed to be primary to all insurance available to MBI, with MBI's insurance being excess, secondary and noncontributing, or a waiver of subrogation. However, if during the term of this Agreement, legislation authorizes CCIS to provide such endorsement and/or waiver, Agency shall provide such endorsement and/or waiver.

If Agency's insurer is otherwise unable to provide the required primary and non-contributory endorsement and/or waiver of subrogation, Agency may submit a written certification from Agency's insurer to the County that such endorsement or waiver is not available. Such written certification shall be submitted at least yearly to the County. If at any time Agency is able to obtain coverage endorsed to be primary to all insurance available to MBI, with MBI's insurance being excess, secondary and non-contributing and/or a waiver of subrogation, Agency shall provide a certified copy of such endorsement and/or waiver before continuing its use of the Firearms Range.

If Agency is an agency of the United States government, Agency is not required to comply with Section 9A or 9C of this Agreement.

- B. An additional insured endorsement on Agency's comprehensive general liability insurance with coverage limits of \$3,000,000 each to the County, its officers, agents and employees as additional insureds in accordance with its indemnity obligations, and promising to give at least ten (10) days written notice prior to the cancellation, expiration, non-renewal or material changes of said policy.
- C. An additional insured endorsement on Agency's comprehensive general liability insurance with coverage limits of \$3,000,000 each to the FBI, its employees, contractors,

and other personnel as additional insureds in accordance with its indemnity obligations, and promising to give at least ten (10) days written notice prior to the cancellation, expiration, non-renewal or material changes of said policy.

- 10. Agency agrees, at all times, to repair or replace any damage to any real or personal property of the County occurring while the CCFRC is under the control and use of the Agency, its officers, agents, or employees.
- 11. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
- 12. This Agreement shall continue in effect until terminated by either party upon written notice.
- 13. Agency's contract representative is \_\_\_\_\_.
- 14. The following Agency employees are authorized to use the CCFRC under this Agreement: (Attach list, if necessary). No Agency personnel other than those listed are authorized to use the CCFRC.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

15. By its signature, below, Agency certifies and warrants that its signing agent has actual authority to sign this Agreement on behalf of the Agency, and that approval was made at a duly noticed public meeting, if required by law, rule or regulation. Agency's attorney is required to review and approve this Agreement by signature, below.

Columbia County

Agency

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Authorized by Order No. \_\_\_\_\_

Authorized by: \_\_\_\_\_  
(attach evidence of authorization, i.e. minutes, order, or authorizing statute)

Approved as to form

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Attorney for Agency

ATTACHMENT 2  
COLUMBIA COUNTY FIREARMS RANGE  
FEE SCHEDULE  
For Non-FBI Shooters

\$10.00 per shooter/day