

BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

In the Matter of Adopting Form)	
License and Indemnity Agreements for the)	ORDER NO. 44-2013
Columbia County Firearms Range Complex)	

WHEREAS, the Board of County Commissioners desires to adopt form License and Indemnity Agreements to be signed by all agencies using the Columbia County Firearms Range Complex and to authorize the Columbia County Sheriff to sign such forms on behalf of the County;

NOW, THEREFORE, IT IS HEREBY ORDERED as follows:

1. The Board of County Commissioners adopts the federal form License and Indemnity Agreement which is attached hereto as Attachment 1, and is incorporated herein by this reference.
2. The Board of County Commissioners adopts the state/local form License and Indemnity Agreement which is attached hereto as Attachment 2, and is incorporated herein by this reference.
3. Any change to the form agreements shall only be made after approval of the Board of County Commissioners.
4. The Columbia County Sheriff shall require all agencies using the Columbia County Firearms Range Complex to sign the applicable agreement.
5. The Columbia County Sheriff shall provide an original of each executed agreement to the Board of County Commissioners and a copy of each executed agreement together with the required insurance documentation to the Office of County Counsel.

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6. The Board of County Commissioners authorizes the Columbia County Sheriff to sign the approved form agreements.

Dated this 18th day of Sept, 2013.

Approved as to Form

By: Sandra Harrison
Office of the County Counsel

BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON

By: [Signature]
Henry Hermuller, Chair

By: [Signature]
Anthony Hyde, Commissioner

By: [Signature]
Earl Fisher, Commissioner

ATTACHMENT 1

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 the _____ ("Agency").

The Columbia County Firearms Range Complex (the "CCFRC") is a law enforcement training facility owned by the County. The County has 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 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 and all personal protective equipment as may be deemed necessary. Agency acknowledges it has read and understands the DHHS Report to the Federal Bureau of Investigations, dated December 9, 2011, (the "Report") located at http://www.co.columbia.or.us/sheriff/images/pdfs/DHHS_REPORT.pdf which identifies a risk to users of the CCFRC due to an adjacent chemical plant. Agency will take all necessary steps to protect its officers, employees, agents, contractors and invitees from any such risk and shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, successor and assigns, from and against claims suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees at trial or on appeal, arising in any way from risks identified in the Report. All safety equipment, ammunition, targets and any personal protective equipment needed to protect Agency's users will be provided by Agency and not

County. Agency will be responsible for cleaning up any CCFRC ranges used, including collection of spent casings brass, prior to departing the range.

4. Agency shall pay the fee established by the County for its use of the CCFRC. Such fee shall be promptly paid by Agency upon receipt of an invoice.
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 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 or owned by the County for the CCFRC; (2) any damage to or destruction of any property belonging to any other person, firm or corporation arising from or related to use of the CCFRC; and (3) injury to or death of any person or persons arising from or related to use of the CCFRC. If Agency's liability is subject to the limits and provisions 28 U.S.C. § 1346, §1402, §2401, and §§ 2671-2680, the Federal Tort Claims Act, Agency warrants that its self-insurance will cover Agency's indemnification obligations herein stated. Furthermore, Agency agrees that its contractual obligation to indemnify Indemnitees is not affected by any statutory limits on Agency's tort liability.
7. Prior to entry onto the property, Agency shall provide a Certificate of self insurance or other written evidence of insurance coverage satisfactory to County.
8. 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, employees, members and/or invitees.
9. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
10. This Agreement shall continue in effect until terminated by either party upon written notice.
11. Agency's contract representative is _____ .
Name, Address, Phone Number

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12. 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 has the authority to enter into this Agreement as set forth in the affidavit of _____, attached hereto and incorporated herein by this reference. Agency's attorney is required to review and approve this Agreement by signature, below.

Columbia County

Agency

By: _____

By: _____

Title: SHERIFF

Title: _____

Date: _____

Date: _____

Authorized by Order No. 44-2013

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

(To be signed by Agency Signator. Signature must be notarized)

AFFIDAVIT OF _____

STATE OF _____)
County of _____) ss.

I _____, being first duly sworn, do depose and say:

1. I am the _____ for the _____ ("Agency").
I am a competent witness and make this affidavit on personal knowledge.
2. I have reviewed the License and Indemnity Agreement between Columbia County and Agency (the "Agreement") which requires the Agency to indemnify the County.
3. I hereby acknowledge and affirm that I have the express and actual authority to enter into the Agreement on behalf of the Agency and bind the United States Government.

Dated this _____ day of _____, 20__.

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20__.

Notary Public for _____
My commission expires _____

ATTACHMENT 2

LICENSE AND INDEMNITY AGREEMENT COLUMBIA COUNTY FIRING 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 owned and operated by the County. The County has 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 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 and all personal protective equipment as may be deemed necessary. Agency acknowledges it has read and understands the DHHS Report to the Federal Bureau of Investigation, dated December 9, 2011, (the "Report") located at http://www.co.columbia.or.us/sheriff/images/pdfs/DHHS_REPORT.pdf which identifies a risk to users of the CCFRC due to an adjacent chemical plant. Agency will take all necessary steps to protect its officers, employees, agents, contractors and invitees from any such risk and shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, successor and assigns, from and against claims suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees at trial or on appeal, arising in any way from risks identified in the Report. All safety equipment, ammunition, targets and any personal

protective equipment needed to protect Agency's users will be provided by Agency and not County. Agency will be responsible for cleaning up any CCFRC ranges used, including collection of spent casings brass, prior to departing the range.

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 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 arising from or related to use of the CCFRC; and (3) injury to or death of any person or persons arising from or related to use of the CCFRC. 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. Agency warrants that it maintains and shall continuously maintain commercial general liability insurance or self-insurance in accordance with Oregon law.

7. Prior to entry onto the property, Agency shall provide a certificate of insurance or certificate of self-insurance which shall name the County, its officers, agents, and employees as additional insureds and shall be accompanied by an additional insured endorsement (if applicable).

8. 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.

9. The agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.

10. This Agreement shall continue in effect until terminated by either party upon written notice.

11. Agency's contract representative is _____.
Name, Address, Phone Number

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12. 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: SHERIFF

Title: _____

Date: _____

Date: _____

Authorized by Order No. 44-2013

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