

PUBLIC SAFETY TRAINING CENTER

This Agreement is entered into this ___ day of _____, 2019, (“Effective Date”) by and between the County of Lancaster, Nebraska on behalf of the Lancaster County Sheriff’s Office (“User”) and the CITY OF LINCOLN, NEBRASKA, a municipal corporation (“City”), on behalf of the Lincoln Police Department.

WHEREAS, City is currently constructing a Public Safety Training Campus (“PSTC”) to on property generally described as 6980 West Fletcher Ave., Lincoln, Lancaster County, Nebraska. The PSTC includes amenities, such as indoor training rooms, restrooms, and firearm ranges, to be utilized by the Lincoln Police Department and other public safety agencies.

WHEREAS, the User desires to reserve and use the PSTC to train its employees and agents.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. Duration and Termination: The length of this Agreement shall be from September 20, 2019, through September 22, 2019. Either Party shall notify the other Party in writing no later than August 15, 2019, of any intent to terminate the Agreement. Either Party may terminate the Agreement without penalty by either Party providing advance written notice as provided herein, provided that any expenses or obligations shall be paid and/or completed prior to the effective date of the termination
2. Purpose: The purpose of this Agreement is to provide User a reserved portion of the PSTC to host Rescue Task Force Instructor training (“Training”).
3. Use of PSTC by the User.
 - A. The use of the PSTC is subject to the terms of City of Lincoln Ordinance No. 20018 (Lease Agreement, Lincoln Airport Authority), laws, regulations and/or rules, including those implemented by the City.
 - (1) The Chief of Police shall be directly responsible for making decisions and for administering and managing the use and obligations of the PSTC, to include but not limited to its ongoing day-to-day use, maintenance and upkeep, utilities, and other administrative items and details.
 - (2) Upon adoption of such rules and regulations by City, and any amendments thereto, City will make such rules and regulations available, and all users of the PSTC shall faithfully observe them and such other and further lawful and reasonable rules and regulations as City may from time to time adopt.
 - B. During use of the firearm range(s) at the PSTC, the User shall provide certified Federal Firearms Instructor(s) (aka Range Master) on-site at all times. The costs of the Federal Firearm Instructor(s) are at the sole costs and expense of User. User shall provide a Range Master on-site at all times. The User’s Range Master shall be identified by the User and trained in the use of PSTC.
 - C. User shall only permit its employees and Training attendees to use the PSTC.
 - D. There are inherent risks associated with the PSTC due to the historical use of the property by the U.S. Federal Government and the State of Nebraska. Additionally,

the PSTC contains firing ranges and other conditions that pose a danger to those at the PSTC that include but are not limited to exposure to lead, outside conditions, extreme temperatures.

- E. At the conclusion of each use, the User shall leave the PSTC in secured and in an undamaged, clean and tidy condition. Daily trash and cleaning services are not provided by the City. The User shall be responsible for any clean-up and waste removal. User agrees to pay for any damage to the PSTC which may be caused by an act of negligence by the User and its employees. User will not be responsible, however, for ordinary wear and tear or damage that is can show was caused by persons other than User and its employees. If the User fails to meet the terms of this Agreement, the City shall have the right to hire cleaning and repair services and access costs to the User.
 - F. The User shall immediately report all injuries and/or property damage to the Chief of Police and/or the Range Master. The User shall provide sufficient information for the City's incident review and/or legal defense of any claim arising from the User and Training attendees use of the PSTC but shall not violate HIPPA.
 - G. This Agreement does not prevent the City from requiring User's Training attendees to sign documentation agreeing to abide by Ordinance No. 20018 and this Agreement, and to indemnify City, City officers, employees and agents, both in their official and individual capacities, and Lincoln Airport Authority for their use of the PSTC. The City may require the User to obtain releases from Training attendees prior to the training event and require the User to maintain such releases for a period of five years from the date of training. If the City elects to require the User to maintain the releases, the User shall provide the original release to the City upon request.
 - H. No personal property of User and/or User's Training attendees, including equipment, fixtures shall be kept, stored, or maintained at the PSTC without the approval of the City. Any personal property, equipment, fixtures kept, stored or maintained at the PSTC is done so at the sole risk of User and/or Training attendees.
 - I. The User shall not discriminate against any user, employee (or applicant for employment) with respect to use of the PSTC, compensation, terms, advancement potential, conditions, or privileges of employment, because of such person's race, color, religion, sex, disability, national origin, ancestry, age, or marital status pursuant to the requirements of Lincoln Municipal Code Chapter 11.08, and Neb. Rev. Stat. 48-1122, as amended except to the extent allowed by the User's Federal Regulations (e.g. age limitations and physical capability requirements).
4. Compensation. There is no per day charge for the non-exclusive use of the PSTC, as the other obligations, covenants, or expenses as noted and set forth herein shall constitute sufficient consideration herein. Under the terms of this Agreement, any money due and owing to the City shall be paid within sixty (60) days of notification to the User or termination of the agreement, whichever is earlier.
5. Liability/Indemnification. In consideration of this Agreement, the User to the fullest extent permitted by law, and without regard to the availability, terms or limits of liability of any insurance, to defend, indemnify and hold harmless the City of Lincoln, its agents, officers and employees from and against any and all claims, suits, demands,

actions, liabilities, losses, damages or judgments arising by injury or death of any person, claim of wrongful arrest, or civil violation of any civil right, or damage to any property that is caused in whole or in part by the intentional or negligent act or omission of the User and/or its employees, or anyone for whose acts for which the User may be liable. Notwithstanding the above indemnification, the User shall give the City of Lincoln's Chief of Police reasonable notice of any matter covered herein that occurred during the use of the PSTC and shall forward to the City of Lincoln's Chief of Police a copy of every demand, notice, summons or other process received in any claim or legal proceeding covered hereby. This section shall not require either User to indemnify or hold harmless the other party for any losses, claims, damages, and expenses arising out of or resulting from the sole negligence of the City. The City does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law. This indemnification survives any expiration and/or termination of this Agreement.

6. Insurance Requirements. In addition to the indemnification clause, the undersigned agrees and certifies that it shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage to provide the minimum acceptable limits of liability as follows:

- (1) All Acts or Omissions - \$1,000,000 each Occurrence, \$2,000,000 Aggregate;
- (2) Bodily Injury/Property Damage - \$1,000,000 each Occurrence, \$2,000,000 Aggregate;
- (3) Personal Injury Damage - \$1,000,000 each Occurrence;
- (4) Contractual Liability - \$1,000,000 each Occurrence; and
- (5) Medical Expenses (any one person) - \$10,000.

Self-insurance and/or umbrella insurance may be used as insurance coverage provided that the self-insurance and/or umbrella insurance contains terms no more restrictive than the applicable underlying insurance.

The undersigned is required to provide the Chief of Police with thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance as required by this Agreement.

The insurance requirements survive the expiration or termination of this Agreement.

7. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives, successors and assigns.
8. Amendments. This Agreement may only be amended or modified in writing signed by all parties to this Agreement.
9. Further Assurances. Each party will use its best and reasonable efforts to successfully carry out and complete each task, covenant, and obligation as stated herein. Each of the parties shall cooperate in good faith with the other and shall do any and all acts and execute, acknowledge, and deliver any and all documents so requested in order to

satisfy the conditions set forth herein and carry out the intent and purposes of this Agreement.

10. Execution in Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.
11. Governing Law. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.
12. Interpretations. Any uncertainty or ambiguity existing herein shall not be interpreted against any party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules and interpretation of contracts generally. This Agreement constitutes the entire understanding of the parties and supersedes all prior representations, agreements, or understandings.
13. Severability and Savings. Each section of this Agreement is hereby declared to be independent of every other section so far as inducement for the acceptance of this Agreement and invalidity of any section of this Agreement shall not invalidate any other section.
14. Waiver. Any waiver by any party of a default of any other party of this Agreement shall not affect or impair any right arising from any subsequent default. No custom or practice of the parties which varies from the terms of this Agreement shall be a waiver of any party's right to demand exact compliance with the terms of this Agreement.
15. Relationship of Parties. The parties acknowledge that, in the use of the PSTC, this Agreement is not a lease or other interests in real property and User acknowledges that, by the use or occupancy of the PSTC, the User has not acquired and will not acquire hereafter any rights or interests in or to the PSTC beyond that specifically given in this Agreement. The parties agree that this Agreement is not a contract for employment and the User's employees are not employees of the City. Nothing contained this Agreement shall be construed to create a partnership, agency, or joint venture between the parties or to authorize the either the City or the User, or either of them, to act as a general or special agent of the other party in any respect, except as may be specifically set forth in this Agreement.
16. Assignment. The User shall not assign its rights, duties, and responsibilities under this Agreement without the express written permission of the City. Any assignment without the express written permission of the City shall be absolutely void.
17. Capacity. The undersigned person representing the Contractor does hereby agree and represent that he or she is legally capable to sign this Agreement and to lawfully bind the party to this Agreement.

IN WITNESS WHEREOF, each of the parties hereto have executed and delivered this document by its duly authorized officer as of the date executed below.

Effective Date of Agreement: _____

County of Lancaster

City of Lincoln/Lincoln Police Department

Chair, Lancaster County Board
of Commissioners

Jeffrey J. Bliemeister, Chief of Police

Date of Signature

Date of Signature