



BOARD OF COMMISSIONERS
Agenda Item Summary

Agenda Category: Agreement	Item No:
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Date: May 2, 2023

Originating Department: Klamath County Sheriff’s Office

Issue: In the matter of approving the Klamath County Sheriff to enter into an agreement between the Klamath County Sheriff’s Office (KCSO) and the City of Klamath Falls regarding the use of the City’s Police Firearms Range (Range) for firearms training and use.

Background: In the Firearms Range Use Agreement, the City of Klamath Falls is granting access to KCSO sworn employees and sworn volunteers for training purposes. The agreement, which will be in effect beginning April 17, 2023 for a period of 10 years, addresses terms and conditions of use including storage, rules, insurance, indemnification, liability, and termination.

Recommended Motion: Approve the Range Facility Use Agreement between Klamath County and the City of Klamath Falls for the 10-year period beginning April 17, 2023, which allows the KCSO sworn employees and sworn volunteers to use the facility for training purposes. There is no fiscal impact.

DONE AND DATED this _____ day of _____, 20__.

 Chair
 Approved
 Denied

 Vice-Chair
 Approved
 Denied

 Commissioner
 Approved
 Denied

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into between the City of Klamath Falls (City), a municipal corporation, and Klamath County (County), a political subdivision of the State of Oregon pertaining to the use of the City's Police Firearms Range (Range) for firearms training and use.

City owns the Range which is designed for law enforcement training purposes.

County has certain departments (Klamath County Sheriff's Office [KCSO] and Klamath County Corrections [Corrections] referenced together as Agencies) which have sworn employees and sworn volunteers who desire to use the Range for law enforcement training purposes.

NOW THEREFORE, in consideration of mutual promises, benefits, and covenants set forth herein, City and County do hereby agree as follows:

1. **TERM.** The term of this agreement shall be from April 17, 2023, for a period of ten (10) years, unless either party gives written notice to the other of the party's intention to terminate in accordance with the terms and conditions of this agreement.
2. **RESPONSIBILITIES OF CITY AND COUNTY:**
 - a. The Range may be utilized by sworn employees and sworn volunteers of the Agencies only for law enforcement purposes. All users must be authorized by Agencies and such authorization shall be given to City's Chief of Police or his/her designee prior to the use of the Range. At no time shall any authorized user utilize the range without at least one other authorized user present.
 - b. Communications and first aid supplies shall be provided and made available by Agencies for use by their authorized users at the Range.
 - c. Range hours are from 0700 to 2200 7 days a week unless altered by the Chief of Police. Agencies agree to schedule all range use dates at least five (5) days in advance. Agencies shall contact the Chief of Police or his/her designee.
 - d. Only law enforcement approved targets may be used.
 - e. The "Cardinal Rules of Firearm Safety" and the "Medical Emergency Plan", attached as Attachment A and incorporated herein by reference, shall be used by all persons at all times when using the range. The City may amend the rules at any time.
 - f. Eye and ear protection must be worn while shooting exercises are in progress. Prior to Agencies' utilization of the range, instructors will brief all users on lead hazard information.
 - g. All rifle and pistol courses of fire must generally be directed towards the north berm. Exceptions may apply for snipers and tactical movements/shoots. The course of fire shall be approved by an on-site rangemaster or tactical team leader.
 - h. Users shall clean up and remove all cartridge casings, targets, trash, and other materials from the Range. Upon completion of training, users shall return the range to its original configuration.
 - i. No vehicles or other equipment shall be stored at the Range without the permission of the Chief of Police.

- j. Use of chemical agents of any kind is **STRICTLY PROHIBITED** without the prior written authorization of the Chief of Police. Disposal of chemical agent containers and/or cartridges at the range is prohibited. Agencies conducting chemical agent training(s), must remove all contaminated items/containers/cartridges from the range at the conclusion of the training day.
- k. To the extent permitted under Oregon law and the Oregon Constitution, the County and its Agencies agree to defend, indemnify and hold the City and its officers, agents and employees harmless from and against all claims, demands, damages or actions, of whatever form or nature, from property damage, personal injury or death arising from or in any way related to the use by Agencies of the Range, including attorney fees and costs incurred in defense thereof. The County further agrees to obtain and maintain, at all times during the time of this agreement, a policy of general liability insurance with liability limits of at least \$4,000,000, which names the City as an additional insured. The County agrees to provide the City, upon written request, with a certificate of such insurance that may not be cancelled or amended without at least 30 (thirty) days' notice to the City. The County (and/or its Agencies), as a government body, may fulfill the insurance obligations listed above through a program of self-insurance, provided that the self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage to that listed above.
- l. The liability for use of the Range shall rest with the County. Violation of any range rule may result in the immediate termination of this Agreement without notice.
- m. Either party may terminate this agreement without cause at any time upon giving not less than thirty (30) days' written notification to the other.
- n. Neither party to this agreement nor the officers, employees, or agents of either party are agents of the other. Each party shall be separately and exclusively responsible for the acts, errors and omissions of its own officers, employees, and agents except to the extent expressly provided in this agreement.
- o. This agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this agreement shall be in the Circuit Court of the State of Oregon for Klamath County. Each party expressly waives any and all rights to maintain an action under this agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed, or its venue transferred, as appropriate, so as to effectuate the choice of venue made in this section.
- p. In the event any portion of this agreement shall be held to be invalid and unenforceable, the remaining portions shall be valid and binding upon the parties.
- q. The parties agree that they will comply with any federal, state and local laws, regulations, executive orders and ordinances that may be applicable to this agreement.
- r. Any notice provided for under this agreement shall be sufficient if in writing and (1) delivered personally to the other party or deposited in the U.S. Mail, postage prepaid, certified mail, return receipt requested; (2) sent overnight by commercial courier; or (3) sent by email transmission, provided receipt of such email is confirmed, in writing, on the first business day following the date of transmission. Notice shall be sent to the following address or to such other address as each party may specify in writing:

Klamath County (Board of Commissioners)
305 Main Street.
Klamath Falls, OR. 97601
541-883-5100

City of Klamath Falls (Chief of Police)
2501 Shasta Way
Klamath Falls, OR. 97601
541-883-5336

KLAMATH COUNTY BOARD OF
COUNTY COMMISSIONERS

CITY OF KLAMATH FALLS

Approved
 Denied

Chair

By _____

Title _____

Date _____

Approved
 Denied

Commissioner

Approved
 Denied

Commissioner

ATTACHMENT A

CARDINAL RULES OF FIREARM SAFETY

1. *Never point a firearm at anyone unless you are justified and willing to kill that person.*
2. *Treat all firearms as if they are loaded.*
3. *Be sure of your target and backstop.*
4. *Trigger finger out of trigger guard until sights are on the target and you have made the decision to shoot.*

NOTE: All other range rules imposed by the Rangemaster also apply to this section.

MEDICAL EMERGENCY PLAN

KLAMATH FALLS FIREARMS RANGE

Administer first aid. (First aid kit is provided by visiting agency.)

Immediately call 911 (Communications equipment is provided by the visiting agency.)

Request an ambulance at: Old Fort Road across from County Landfill, Klamath Falls, OR.

Post an Officer, if possible, at the gate to direct the ambulance to the range.

The nearest hospital is Sky Lakes Medical Center.