RESOLUTION NO. 2018-34

A RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO THE KENT-TALLMADGE LAW ENFORCEMENT SHOOTING RANGE AGREEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Tallmadge desires to use the City of Kent's shooting range on a permanent basis and over an extended period of time, as set forth in the attached Agreement marked Exhibit A;

WHEREAS, the Police Chief has reviewed the Agreement (Exhibit A), wherein the City of Tallmadge agrees to use the range for 10 years at $3,000 per year (and prepaid $30,000), and recommends that the Council approves the Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kent, Portage County, Ohio, at least three-fourths (3/4) of all members elected thereto concurring that:

SECTION 1: Council does hereby approve the Kent-Tallmadge Law Enforcement Shooting Range Agreement, attached as Exhibit A, and authorizes the City Manager, or his designee, to sign the Agreement on behalf of the City of Kent.

SECTION 2: All formal actions of Council relating to the adoption of this Resolution, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by law.

SECTION 3: This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of this City, for which reason and other reasons manifest to this Council, this Ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately after passage.

PASSED: February 21, 2018
Date

EFFECTIVE: February 21, 2018
Date

ATTEST: ____________________________
Tara Grimm, CMC
Clerk of Council

I, TARA GRIMM, CLERK OF COUNCIL FOR THE CITY OF KENT, COUNTY OF PORTAGE, AND STATE OF OHIO, AND IN WHOM CUSTODY THE ORIGINAL FILES AND RECORDS OF SAID COUNCIL ARE REQUIRED TO BE KEPT BY THE LAWS OF THE STATE OF OHIO, HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND EXACT COPY OF RESOLUTION No. ________________, ADOPTED BY THE COUNCIL OF THE CITY OF KENT ON ________________________, 20____________.

(SEAL)

______________________________
TARA GRIMM, CMC
CLERK OF COUNCIL
EXHIBIT “A”

CITY OF KENT AND CITY OF TALLMADGE LAW ENFORCEMENT
SHOOTING RANGE AGREEMENT

THIS AGREEMENT made this ___ day of ______, 2018, by and between the CITY OF KENT, Ohio and the CITY OF TALLMADGE, Ohio both acting by and through duly authorized officials.

WHEREAS, this Agreement is authorized by the City of Kent Ordinance XXX, and by the City of Tallmadge Ordinance XXX: and

WHEREAS, Kent and the City of Tallmadge each understand the significant responsibility both communities have to provide ongoing weapons training for their law enforcement personnel: and

WHEREAS, the basic purpose of this Agreement is for Kent and Tallmadge to utilize the city of Kent’s shooting range facilities located in Franklin township so it may be jointly used by both entities: and

WHEREAS, Kent and Tallmadge deem it to be in the best interest of their respective citizens to provide shooting range facilities, by agreement, for the use of their respective law enforcement Agencies.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE:

I. Terms of Agreement

A. Performance of the services set forth herein, shall commence upon the signing of this Agreement, unless otherwise mutually agreed to by Kent and Tallmadge. In the event of circumstances beyond the control of either party for manufacturer’s delay or supplier’s delay or labor strike or court order, the performance of this Agreement shall commence within a reasonable time. This Agreement shall continue in full force and effect for a period of ten (10) years.

B. This Agreement may be extended by mutual written agreement of both Kent and Tallmadge as evidenced by; the enactment of an authorizing ordinance by the legislative body of each party.

C. This Agreement may be terminated by or before its expiration by all parties jointly agreeing to its early termination, with at least three (3) months’ prior notice. Payment balances will be refunded for whole years on a pro-rated basis.

II. City of Kent Obligations

A. Kent shall provide, during the term of this Agreement, the use of their shooting range facility to police officers with city of Tallmadge, Ohio pursuant to the terms contained herein.

B. Kent shall provide one full week, three (3) times per year for the firing range to be available for Tallmadge Officers for training and or firearms qualifications. These weeks will be identified prior to March 1st annually and will be available between April and October. Three (3) “open range days” will also be identified and be available for Tallmadge officers to practice and become proficient in weapons handling.
EXHIBIT “A”

C. The range facility will also be available to Tallmadge on a case by case basis for individual qualifications for newly hired officers, officers needing re-qualifications or to address any firearms proficiency issues. These uses may occur anytime during the year as necessary and with prior approval by the Kent Chief of Police.

D. Kent shall provide the land, range shed, power, target stands, steel targets and available utilities for use at the firing range.

E. Kent shall provide Tallmadge a Certificate of Insurance naming the City of Tallmadge as an insured under Kent’s general liability insurance for Tallmadge’s use of the range.

III. City of Tallmadge Obligations

A. Tallmadge shall provide Kent with $3,000.00 per year for an annual lease extending ten (10) years. Tallmadge shall pre-pay Kent these lease payments in a lump sum of $30,000.00 at the initiation of this Agreement and upon meeting the condition contained herein. Payment will be made prior to March 1st 2018 and intended for upkeep, repairs and improvements to the Kent range.

B. Tallmadge shall provide Kent a Certificate of Insurance naming the City of Kent as an insured under Tallmadge’s general liability insurance for Tallmadge’s use of the range.

C. Tallmadge must obey and abide by Kent Police Department Operating Policy 6.2 Firearms Range Use while using the Kent firing range.

D. Tallmadge officers must individually read and acknowledge by signature Kent Range Safety Rules prior to utilizing the Kent firing range once annually.

E. Tallmadge officers are not permitted to have civilian guests utilize or be witness at the firing range. Tallmadge officers must always be accompanied by a Tallmadge or Kent range staff member while at the firing range.

F. Tallmadge will provide their own ammunition, weapons, targets, target backers, eye/ear protection and body armor. Any training with less lethal munitions, explosives, combustibles or gas will require prior approval from the Kent Chief of Police. Ammunitions fired will be limited to duty/off duty weapons authorized by Tallmadge Police Department.

IV. Liability

Should any willful or grossly negligent action or inaction of the City of Tallmadge result in damages or losses to Kent in the performance of this Agreement, Tallmadge shall indemnify the City of Kent as allowed by Ohio law, to the extent of its available general liability insurance limits, and hold Kent harmless, from any and all losses, damages or claims arising from such action or inaction whether or not such was pretermitted or prohibited by the terms of this agreement.

Should any willful or grossly negligent action or inaction of the City of Kent result in damages or losses to Tallmadge in the performance of this Agreement, Kent shall indemnify the City of Tallmadge as allowed by Ohio law, to the extent of its available general liability insurance limits, and hold Tallmadge harmless, from any and all losses, damages or claims arising from such
EXHIBIT “A”

action or inaction whether or not such was pretermitted or prohibited by the terms of this agreement.

V. Severability

If any term is declared invalid by a court of competent jurisdiction, the same will not affect the validity of any other provision, provided that the basic purposes of this Agreement are achieved through the remaining provision.

VI. Governing Law

This Agreement shall be construed in accordance with the laws of the State of Ohio.

VII. Miscellaneous

The terms and conditions set forth are the entire understanding and agreement of the parties in respect to the subject matter hereof. No provision of this Agreement shall be waived, changed, terminated or rescinded, except by a writing signed by the party to be changed by any such waiver, change, termination or rescission. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any similar or dissimilar provision of any prior or subsequent breach or shall constitute an amendment or modification of this Agreement.

VIII. Notices

All notices required under this Agreement shall be sent by regular first class mail to the Chief of Police for the City of Tallmadge. All notices required under this Agreement shall be sent by regular first class mail to the Chief of Police for the City of Kent.

IN WITNESS whereof, the parties hereto have affixed their hands, the City of Kent, by the signature of its City Manager and the City of Tallmadge, by the signature of its Mayor.

CITY OF KENT

By: _______________________________ Witnessed: _______________________________
Title: ______________________________

CITY OF TALLMADGE

By: _______________________________ Witnessed: _______________________________
Title: ______________________________