

AGREEMENT
FOR THE USE OF THE COUNTY FIREARMS RANGE
Nebraska Department of Motor Vehicles—Fraud Investigation Unit

THIS AGREEMENT, is made and entered into by and between **the State of Nebraska Department of Motor Vehicles, Fraud Investigation Unit, an agency of the State of Nebraska**, hereinafter referred to as “the Contractor”, and Lancaster County, Nebraska, a political subdivision of the State of Nebraska, hereinafter referred to as “the County”. Collectively the County and the Contractor may be referred to as the “Parties,” and individually each may be referred to as a “Party.”

WHEREAS, the County owns and operates the Lancaster County Firearms Range, hereinafter referred to as “County Firearms Range,” for firearms training and qualification testing for Lancaster County Sheriff’s Deputies;

WHEREAS, the Contractor desires to use the County Firearms Range for training and qualifications testing of its personnel;

WHEREAS, the Lancaster County Sheriff has recommended approval of the Contractor’s use of the County Firearms Range and has requested the County to enter into this Agreement on behalf of the Lancaster County Sheriff’s Office; and

WHEREAS, the Contractor shall be allowed to use the County Firearms Range upon entering into a written agreement with the County setting forth the terms and conditions of the use as described below;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. The Contractor and its agents and employees shall be permitted to use the County Firearms Range for the purpose of firearms training and qualifications testing provided that the following conditions have been met:
 - A. Contractor and its agents and employees shall abide by all applicable Nebraska statutes, federal laws, and Lancaster County Sheriff’s Office SOP 1360 and other department policies for use of the County Firearms Range.
 - B. Contractor shall provide the County with a contact person who will be supervising Contractor’s employees and agents at the Firearms Range.
 - C. Said supervisor shall be a certified Federal Firearms Instructor.
 - D. Subject to Section 3 of this Agreement, Contractor shall be

responsible for the costs of repairing the County Firearms Range should the Contractor or its employees or agents cause any damage to the County Firearms Range beyond reasonable wear and tear.

- E. Contractor shall permit only its employees and gents to use the County Firearms Range.
 - F. No civilian guests will be allowed to enter upon the premises of the County Firearms Range.
 - G. At the conclusion of each instance of Contractor usage of the County Firing Range, the Contractor shall collect and remove all shell casings from the County Firing Range that arise out of the Contractor's usage. The Contractor shall be responsible for supplying the necessary containers and equipment to facilitate the removal of the shell casings, and shall be responsible for disposing of the shell casings at Contractor's own cost.
 - H. Each Contractor usage of the County Firing Range is subject to the prior express approval of the County Firing Range's Range Master. Contractor shall schedule each usage with the Range Master by email or telephone. The dates and times of Contractor's usage shall be scheduled at the sole discretion of the Range Master.
2. The Initial Term of this Agreement shall begin on the day of execution by both Parties and shall continue for a period of five years, unless terminated as provided hereinafter. At the conclusion of the Initial Term and any Renewal Term, the Agreement shall automatically renew for a Renewal Term of one year, unless terminated as provided hereinafter. Collectively, the Initial Term and any Renewal Term(s) shall constitute the Term of this Agreement.
 3. The Contractor assumes liability for claims and liability for personal and property damage arising out of the acts, omissions, or negligence of the Contractor or its employees acting within the scope of their employment (1) in the use and maintenance of the County Firearms Range or (2) the failure of the Contractor or its employees acting in the scope of their employment to observe and abide by any of the terms or conditions of this Agreement. The Contractor's assumption of liability pursuant to this Section 3 is coextensive with the liability of the State of Nebraska pursuant to the State Tort Claims Act, Neb. Rev. Stat. §§ 81-8,209 through 81-8,235. Claims for tort damages shall be submitted and adjudicated in accordance with the procedures of the State Tort Claims Act and applicable state law.
 4. The Contractor is an Agency of the State of Nebraska and is self-insured with

respect to commercial general liability and workers' compensation insurance. The Contractor's self-insurance program shall be sufficient in coverage and amount to fully satisfy any and all liabilities, judgments, and related expenses that may arise out of this Agreement.

The Contractor and its employees shall not be allowed access to the County Firearms Range under this Agreement until the Contractor has provided the County a letter attesting to the Contractor's ability to self-insure.

5. In consideration for the County's providing the Contractor access to the County Firearms Range, the Contractor hereby agrees to waive all claims, suits, actions, proceedings, losses, damages, liabilities, awards and costs of every kind and description, including reasonable attorney's fees and expenses at trial (collectively "claims") which the Contractor has or may have a right to bring against the County, or its officials, agents, and employees, arising out of or related to the Contractor's use of the County Firearms Range, including but not limited to claims for any personal injury, death, or property damage caused by any alleged act, omission, error, fault, mistake, or negligence of the County, or its officials, agents, and employees.
6. The Contractor assumes all the risks of using the County Firearms Range, including, but not limited to, any lead dust inhalation, noise, airborne materials or objects, and the actions of other users of the County Firearms Range.
7. This Agreement shall be governed and interpreted by the law of the State of Nebraska without reference to the principles of conflicts of law.
8. This Agreement may be terminated at any time by either Party giving thirty (30) days written notice to the other Party.
9. If any portion of this Agreement is held invalid, the remainder hereof shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.
10. Contractor shall not assign its rights, duties, and responsibilities under this Agreement without the express written permission of the County. Any assignment without the express written permission of the County shall be absolutely void.
11. Any amendments to this Agreement shall be made in writing and signed by both Parties.
12. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties on the subject matter of this Agreement and supersedes all prior contracts, agreements and negotiations between the Parties on the subject matter

of this Agreement, whether verbal or written.

- 13. The undersigned on behalf of the Contractor hereby agrees and represents that he or she is legally capable to sign this application and to lawfully bind the Contractor to the terms and conditions of this Agreement.

EXECUTED this 16 day of August 2017, by the Contractor.

By: NE Motor Vehicle Fraud Unit

Name: Steve Epome 9848

Title: Unit Chief, Deputy State Sheriff

EXECUTED this ____ day of _____ 2017, by the County.

BY THE BOARD OF COUNTY COMMISSIONERS OF LANCASTER COUNTY, NEBRASKA

APPROVED AS TO FORM
this _____ day of _____ 2017.

Deputy County Attorney
For JOE KELLY
Lancaster County Attorney

NEBRASKA

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DEPT. OF ADMINISTRATIVE SERVICES

CERTIFICATE OF SELF-INSURANCE, STATE OF NEBRASKA

The Department of Motor Vehicles, an agency of the State of Nebraska, has been asked by the Lancaster County Sheriff, 575 S. 10th Street, Lincoln, NE 68508, to provide this documentation as it relates to the use of their shooting range for fraud investigator training with a start date of August 8, 2017 and end date of August 8, 2022.

Under the provisions of Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008), the State of Nebraska purchases excess insurance for property, automobile, and crime, but is self-insured for a portion of any loss. Further, under Neb. Rev. Stat. § 81-8, 239.05, the State of Nebraska shall indemnify its officials and employees for money damages and reasonable costs incurred as a result of an act or omission occurring in the course and scope of employment of such official or employee. However, this shall not apply in case of malfeasance in office or willful or wanton neglect of duty. If there is a liability loss, a claim may be filed with the State Claims Board. The State retains all rights and immunities under the State Tort Claims Act, Neb. Rev. Stat. § 81-8,209 et seq. (Reissue 2008) and any other provisions of law.

Workers' Compensation is statutorily required in Nebraska and the State is self-insured. Occupational diseases are fully covered by law.



Shereece Dendy
State Risk Manager

8/14/17

Date

Shereece Dendy, State Risk Manager

Department of Administrative Services | RISK MANAGEMENT

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