# AGREEMENT – RESCUE TASK FORCE INSTRUCTOR TRAINING

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2019, ("Effective Date") by and between National Tactical Officers Association, hereinafter referred to as "NTOA," and the County of Lancaster, Nebraska, hereinafter referred to as "the County." Collectively the County and NTOA may be referred to as "Parties," and individually each may be referred to as a "Party."

WHEREAS, the County is desirous for NTOA to provide Rescue Task Force Instructor Certification training, as described in Attachment A, which is attached hereto and incorporated herein by this reference;

WHEREAS, NTOA is willing to provide the County with said services and has the necessary skills, expertise and experience to meet those needs;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed between the Parties 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 20, 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 Rescue Task Force Instructor Certification training ("training").

3. Location: The training will be held at the Public Safety Training Center located at 6980 W. Fletcher Ave., Lincoln, Nebraska 68521.

4. Program Administrators. Except as otherwise provided herein, this Agreement shall be administered by a program administrator from NTOA and a program administrator from the County (the "Program Administrator(s)"). The County hereby designates Benjamin Houchin, or his designee, as its Program Administrator under this Agreement. NTOA hereby designates Don Kester, or his designee, as its Program Administrator under this Agreement. The Program Administrators shall be directly responsible for making decisions and for administrators shall mutually administer this Agreement and agree on the practices, procedures and parameters of utilization as provided herein. The Program Administrator may be changed from time to time by any Party appointing a successor Program Administrator upon no less than seven (7) days advance written notice to the other Party.

5. NTOA shall provide the following services:

a. NTOA shall provide course coordination and registration.

b. NTOA shall prepare a curriculum for the course, which curriculum is provided in Attachment A.

c. NTOA shall provide the instructional staff.

d. NTOA shall provide all travel and subsistence for instructional staff.

e. NTOA shall prepare and provide materials, certificates, etc. to training attendees.

f. NOTA shall provide a Complimentary student slot as provided in Attachment A.

g. NTOA shall provide post-course follow up.

6. The County shall fulfill the following duties:

a. County shall provide adequate classroom space equipped with tables, chairs and audio-visual equipment.

b. County shall provide, if necessary, paramedic support, adequate facilities for practical training exercises and movement, training weapons, and 9mm marking rounds.

c. County shall provide other requirements as detailed in Attachment A.

7. Compensation: The County shall pay NTOA in the amount of Fifteen Thousand Three Hundred Ninety-Two Dollars (\$15,392.00) for the training.

8. Independent Contractor: It is the express intent of the Parties that this Agreement shall not create an employer-employee relationship. Employees of NTOA shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of NTOA. NTOA and the County shall be responsible to their respective employees for all salary and benefits. Neither NTOA's employees nor the County's employees shall be entitled to any salary or wages from the other Party or to any benefits made to their employees, including, but not limited to, overtime, vacation, retirement benefits, workers' compensation, sick leave, or injury leave. NTOA shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees and for payment of all federal, state, local, and any other payroll taxes with respect to its employees' compensation.

9. Assignment: NTOA shall not assign its duties and responsibilities under this Agreement without the express written permission of the County. Any assignment without such express written permission shall be absolutely void.

10. Indemnification. To the fullest extent permitted by law NTOA shall indemnify, defend, and hold harmless the County, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of this Agreement, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of NTOA, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by NTOA shall be prorated based on the extent of the liability of the party indemnified hereunder. Nothing herein shall be construed to be a waiver of sovereign immunity by the County.

11. 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.

12. Amendments. This Agreement may only be amended or modified in writing signed by all Parties to this Agreement after the Effective Date.

13. 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.

14. 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.

15. Governing Law. The laws and jurisdiction of the State of Nebraska shall govern any disputes or issues regarding the terms and conditions of this agreement. The Parties further agree that they shall be subject to the jurisdiction of the State of Nebraska.

16. Severability. 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.

17. Equal Employment Opportunity. NTOA agrees that in providing services pursuant to

this Agreement, it shall not discriminate against any employee, applicant for employment, or any other person on the basis of race, color, religion, sex, disability, national origin, age, marital status, receipt of public assistance, or any other basis prohibited by applicable state or federal law.

18. Entire Agreement. The Parties hereby agree that this Agreement constitutes the entire understanding of the Parties and supersedes all prior contractors, agreements and negotiations between the Parties on the subject matter contained herein whether verbal or written.

19. Third Parties. This Agreement is not intended to, and does not, create any rights or benefits on behalf of any person, whether an individual or an entity, other than the Parties to this Agreement. The Parties shall not be obligated or liable hereunder to any person, whether an individual or an entity, other than the other Parties to this Agreement.

20. Insurance. NTOA shall, prior to beginning work, have, maintain, and provide proof of insurance coverage in a form satisfactory to the County, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Agreement are set forth below and shall be in effect for all times that work is being done pursuant to this Agreement. No work pursuant to this Agreement shall begin until all insurance obligations herein are met to the satisfaction of the County, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the County prior to execution of the Agreement and may require submission of financial information for analysis. Deductible levels shall be provided in writing from NTOA's insurer and will be no more than \$25,000.00 per occurrence. Said insurance shall be written on an OCCURRENCE basis, and shall be **PRIMARY, with any insurance coverage maintained by the County being secondary or excess.** 

- a. <u>Certificates.</u> NTOA shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the County evidencing compliance with these requirements. NTOA shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Agreement.
- b. <u>Commercial General Liability.</u> NTOA shall have, maintain, and provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and NTOA shall provide an additional insured endorsement acceptable to the County. The required insurance must include coverage for all projects and operations of NTOA or similar language that meets the approval of the County, which approval shall not be unreasonably

withheld.

- c. <u>Additional Insured (Requires an Endorsement Form).</u> NTOA shall provide an Additional Insured Endorsement form or other proof showing the County as additional insured for commercial general liability. The form or other proof shall be as is acceptable to the County Attorney.
- d. Workers' Compensation; Employers' Liability. NTOA affirmatively represents that, as of the date of execution of this Agreement, only independent contractors will be performing under this Agreement and therefore does not maintain Workers' Compensation Insurance. NTOA hereby agrees no employee(s) shall perform any services for the County pursuant to this Agreement. In the event NTOA does hire any employee(s) to perform services for the County, NTOA shall have, maintain, and provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000.00 each accident or injury shall be included. NTOA shall provide the County with an endorsement for waiver of subrogation showing, that subrogation against County has been waived by on NTOA's workers' compensation insurance policy. NTOA shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Agreement.
- e. <u>Cancellation Notice.</u> NTOA shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Agreement and during the period of any required continuing coverages. NTOA shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of County to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.
- f. <u>Umbrella or Excess Liability</u>. NTOA may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Agreement.
- g. <u>Minimum Scope of Insurance</u>. All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

- h. <u>Reservation of Rights.</u> County reserves the right to require a higher limit of insurance or additional coverages when the County determines that a higher limit or additional coverage is required to protect the County or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Agreement.
- i. <u>Sovereign Immunity.</u> Nothing contained in this Section or other Sections of this Agreement shall be construed to waive the Sovereign Immunity of the County.

21. E-Verify. In accordance with Neb. Rev. Stat. § 4-108 through § 4-114, NTOA agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. NTOA shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C. § 1324b. NTOA shall require any subcontractor to comply with the provisions of this section.

22. Forbearance Not Waiver. County's failure or neglect to enforce any of its rights under this Agreement will not be deemed to be a waiver of County's rights.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by NTOA.

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by Lancaster County.

By: LANCASTER COUNTY BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_

\_\_\_\_

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_

Deputy County Attorney for PAT CONDON Lancaster County Attorney



# CLOSED COURSE CO-HOST AGENCY AGREEMENT

Proposal Date: Agency: Agency Representative:	July 17, 2019 Lancaster County Sheriff's Office Captain Benjamin Houchin	Lincoln, NE				
Email address where						
Invoice will be sent:	bhouchin@lancaster.ne.gov					
Course Title:	Rescue Task Force Instructor Certification					
Course #:	20193400					
Course Dates:	September 20-22, 2019					
Email address where Invoice will be sent: Course Title: Course #:	bhouchin@lancaster.ne.gov Rescue Task Force Instructor Certification 20193400					

The NTOA's ability to provide a comprehensive cost-effective training program hinges on the co-host agency's ability to share in logistical requirements of the training. The NTOA relies completely on the co-host agency to provide at a minimum:

- 1. Adequate classroom space with tables, chairs and audio-visual equipment
- 2. Other requirements if necessary such as: paramedic support, adequate facilities for practical training exercises and movement, and training weapons and 9mm marking rounds
- 3. Other requirements as detailed in the "Co-Host Logistics" form

The NTOA will provide:

- 1. Instructional Staff
- 2. All travel and subsistence for instructional staff
- 3. Course coordination and registration
- 4. Preparation and distribution of student materials, certificates, etc.
- 5. Complimentary student slot (non-transferable) as indicated below
- Post-course follow-up

#### COST DISCLOSURE

The NTOA's training mission is to provide cost effective, credible training to the law enforcement community. In keeping with that mission, we agree to conduct the above training for your agency for a flat fee of \$15,392.00.

**Conditions:** The cost shown above is based on **24** students. The NTOA will provide an invoice for the training and payment in full is required prior to the start of the course. If the student number changes, costs will also change, and your agency will be responsible for paying any increased costs. We must be advised of any changes a minimum of 30 days prior to course start. The course may be cancelled by either the NTOA or the co-host agency prior to 8/20/19.

Your reply of acceptance is respectfully requested no later than 8/7/2019.

PRINT AGENCY REPRESENTATIVE NAME

TITLE

SIGNATURE



# RESCUE TASK FORCE INSTRUCTOR CERTIFICATION COURSE OVERVIEW AND INSTRUCTIONAL GOALS

COURSE LENGTH:

24 Hours (3 Days)

# COURSE OVERVIEW

This course is designed to teach students the four main methods of warm zone care during active violence incidents. Driving tactics as well as a reasonable expectation for success during active violence incidents will be discussed. This course will expose law enforcement, fire and rescue personnel, as well as other public safety partners to operating in a warm zone environment to provide point of wounding care to patients. Tactical Emergency Casualty Care lessons will be provided so that all participants can provide appropriate point of wounding care. Discussions will include command and control considerations, including the establishment of unified command, common operating language, and essential on scene functions that must be performed for the incident to be successful. This course will provide the student with ongoing training ideas for their department as well as identify some common barriers that must be overcome.

# INSTRUCTIONAL GOALS

Upon completion of this course the attendee will be familiar with:

- 1. Four Methods of Warm Zone Care
- 2. Tactical Emergency Casualty Care (TECC)
- 3. Unified Command
- 4. Active Shooter Statistics
- 5. Risk Appetite
- 6. Reasonable Expectation of Success
- 7. Medical vs. Tactical Driving Force
- 8. Hot / Warm / Cold Zones
- 9. Common Operating Language
- 10. Essential Command and Control Functions
- 11. NTOA Instructor Expectations
- 12. Safety Awareness
- 13. Lesson Plan Development
- 14. Creating Exercises That Build Confidence and Success
- 15. NFPA 3000 and What It Really Means
- 16. Moving the Needle



# NTOA Response to Questions Regarding Rescue Task Force Instructor Certification

1. Can students teach personnel from their own department to be Rescue Task Force Instructors?

No. Students who successfully complete the NTOA RTF Instructor course are only certified to teach members within their own agency on how to respond in a RTF setting. They are not "certified" by the NTOA to train others as instructors.

2. Can students teach personnel from outside agencies to be RTF Instructors?

No. Same answer as # 1.

3. Can students teach officers from other law enforcement agencies in the Rescue Task Force Techniques?

Yes. However, using NTOA materials to earn income will result in the NTOA taking legal action against the instructor.

4. Can I obtain Continuing Medical Education criteria on in-service training credit?

This will depend on the rules governing your agency. The Lesson Plan will be provided if requested to submit for in-service or CME credit.

5. Who is this course geared towards?

Fire, EMS, and law enforcement officers who will be tasked with responding to an active violence incident. This course is not designed for general security officers or campus security that does not have law enforcement powers.

6. Can students modify techniques and tactics from the NTOA presentation?

Yes. Students may modify the techniques and tactics based on their specific agency needs. This course is meant to teach students a variety of methods and allow them to choose what works best for their agency. The NTOA will only testify to the instruction that students were provided during the NTOA RTF Instructor Course and not to any modifications made to the techniques by the students.

7. Will we be official NTOA instructors that will now be teaching RTF on behalf of NTOA?

No, you will be certified to only teach individuals in your own agency or areas in which you have jurisdiction as outlined above.



# RESCUE TASK FORCE INSTRUCTOR CERTIFICATION DAY TO DAY / HOUR TO HOUR AGENDA

# DAY ONE

Hours:	Instruction:
0800-0830	Course Administration
0830-0900	Active Shooter Statistics
0900-1000	Principles Governing a Coordinated Response (Driving Forces, Expectations, Communication, Risk)
1000-1100	Introduction to Warm Zone Care
1100-1200	Tactical Emergency Casualty Care
1200-1300	Lunch (not provided)
1300-1400	Direct Threat Care – Tourniquet Applications, Drags
1400- 1500	Tactical Emergency Casualty Care
1500-1600	Indirect Threat Care – Pressure Dressings
1600-1700	Incident Reviews, Facilitated Discussions

## DAY TWO

Hours:	Instruction:					
0800-0830	Group Review and Discussion					
0830-0900	Breakouts					
0900-1000	Four Methods of Warm Zone Care					
1000-1030	Command and Control Basics					
1030-1130	Four Methods of Warm Zone Care Walk-Thru					
1130-1230	Lunch (not provided)					
1230-1330	Breakout Session #1					
1330-1430	Breakout Session #2					
1430-1600	Compressed Scenarios					
1600-1700	Debrief					



# DAY THREE

Hours:	Instruction:
0800-0900	Group Review and Discussion
0900-1000	Instructor Expectations
1000-1100	Safety Awareness
1100-1200	Lunch (not provided)
1200-1300	Lesson Plan Development
1300-1400	Creating Exercises That Build Confidence and Success
1400-1500	NFPA 3000 and What It Really Means
1500-1600	Sustainment
1600-1700	Debrief / Course Closeout



## **RESCUE TASK FORCE INSTRUCTOR CERTIFICATION**

## CO-HOST LOGISTIC REQUIREMENTS

#### CLASSROOM

Adequate seating for up to 34 students with tables, good ventilation Marker board and markers Flip chart with paper Adequate space for Day 1 breakout sessions

#### AUDIO VISUAL

LCD Projector for computer presentation Large projection screen (minimum of 6'x6' screen size) Speaker system to connect to laptop for audio Extension cord and power strip AV table or cart

#### OTHER

Access to copier

#### OFFSITE TRAINING SITE LOGISTICS AND REQUIREMENTS

Be accessible by Instructor Cadre one hour prior and one-hour post training session(s)

Ability to be "locked' down to prevent uninvolved people entering the site. Preferably out of public view to reduce distractions

Ability to utilize marking training munition rounds. Safe impact areas and backstops for planned combat areas

Large enough to facilitate teams of students to move between doorways, hallways and conduct room entries

Ability to be searched and cleared of people ("Sterilized") and potential hazards prior to each training session



## **RESCUE TASK FORCE INSTRUCTOR CERTIFICATION**

## STUDENT EQUIPMENT LIST

### INDIVIDUAL

# LAW ENFORCEMENT Student <u>Required</u> Minimal Equipment for Warm Zone Operations Department Issued ID Identifiable Uniform and Equipment Items to Include; Duty Belt And / Or Load Bearing Vest NIJ Rated Soft Body Armor

NIJ Rated Soft Body Armor Police Radio (Jurisdictional) Basic Bloodborne Pathogens PPE: Medical Gloves and Eye Protection ANSI Rated Eye Protection

# FIRE DEPARTMENT Student <u>Required</u> Minimal Equipment for Warm Zone Operations Department Issued ID Identifiable Uniform ANSI Rated Eye Protection Basic Bloodborne Pathogen PPE: Medical Gloves

LAW ENFORCEMENT STUDENT <u>Recommended</u> Equipment for Warm Zone Operations All Items Listed In "Required" Section Plus: Ballistic Helmet Hard Plate Rifle Rated Body Armor Inclement Weather Gear (Optional)

#### FIRE DEPARTMENT STUDENT <u>Recommended</u> Equipment for Warm Zone Operations

All Items Listed In "Required" Section Plus: Portable Radio Inclement Weather Gear Training TECC / TCCC Equipment Specific to Jurisdiction Patient Moving Devices Specific to Jurisdiction

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#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

#### COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations				
Any person or organization that is an owner or manager of real property or personal property on which you are per- forming ongoing operations, or a contractor on whose be- half you are performing ongoing operations, but only if cov- erage as an additional insured is required by a written contract or written agreement that is an "insured contract", and provided the "bodily injury" or "property damage" first occurs, or the "personal and advertising injury" offense is first committed, subsequent to the execution of the contract or agreement.	All locations at which the Named Insured is performing ongoing operations.				
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.					

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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