

LICENSE AND  
INDEMNITY AGREEMENT  
COLUMBIA COUNTY FIREARMS RANGE COMPLEX

This License and Indemnity Agreement (“Agreement”) is made and entered into as of the date last signed below, by and between Columbia County, a political subdivision of the state of Oregon, (the “County”), and the \_\_\_\_\_ (“Agency”).

The Columbia County Firearms Range Complex (the “CCFRC”) is a law enforcement training facility built by the Federal Bureau of Investigation (the “FBI”) and the County, and leased and operated by the County upon land owned by Morse Bros., Inc., an Oregon corporation dba Knife River an MDU Resources Company (“MBI”). The County has agreed to allow Agency to use the CCFRC upon payment of a fee and agreement with the conditions of use provided below.

Agreement

IN WITNESS WHEREOF, the County and Agency agree as follows:

1. The County grants to Agency a license to enter upon, occupy and use the CCFRC, including available parking areas, for training purposes at pre-arranged scheduled times, subject to the terms of, and contingent upon, the County’s lease of the CCFRC from MBI, as amended, and all the terms and conditions stated or referenced herein.
2. Agency agrees to abide by any and all administrative, operational and safety rules and regulations established by the County at all times during the use of the CCFRC by the Agency. Administrative, operational, and safety rules and regulations (the “Operating Rules”) are attached hereto as Attachment 1, and are incorporated herein by this reference. By its signature below, Agency acknowledges that all persons authorized by the Agency to use the CCFRC under this Agreement have read and understand the Operating Rules. The Operating Rules may be amended from time to time. The Agency and all of its authorized users under this Agreement shall sign any amendments to the Operating Rules prior to use of the CCFRC acknowledging that they have read and understand the amendments.
3. Agency agrees to provide its own certified firearms instructors and range safety officers.
4. Agency shall pay the fee established by the County for its use of the CCFRC. Such fee shall be promptly paid by Agency upon receipt of an invoice.
5. The County shall have the right to terminate this Agreement and/or expel from the CCFRC any user of the CCFRC who violates the Operating Rules, or for any other reason in the County’s sole discretion.
6. Agency agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns from and against any and all claims, suits, actions, liability, damage, loss, cost or expense, including but not limited to attorney fees at trial or on appeal, that the County and or its officers, agents or employees, successors or assigns may

sustain or incur on account of any or all of the following arising out of or in any way related to use of the CCFRC or as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of Agency, its officers, agents, employees, members, and/or invitees: (1) any damage to or destruction of the real property leased or owned by the County for the CCFRC; (2) any damage to or destruction of any property belonging to any other person, firm or corporation; and (3) injury to or death of any person or persons. If Agency's liability is subject to the limits and provisions 28 U.S.C. § 1346, §1402, §2401, and §§ 2671-2680, the Federal Tort Claims Act, Agency warrants that its self-insurance will cover Agency's indemnification obligations herein stated. Furthermore, Agency agrees that its contractual obligation to indemnify Indemnitees is not affected by any statutory limits on Agency's tort liability.

7. Agency agrees to release, indemnify, defend and hold harmless MBI, its parent, subsidiaries, affiliated entities and their respective directors, officers, agents and employees, successors and assigns ("Indemnitees") from and against any and all claims, suits, actions, liability, damage, loss, cost or expense up to \$5,000,000, including but not limited to attorneys fees, at trial or on appeal, that Indemnitees or any of them may sustain or incur on account of any or all of the following arising out of or in any way related to use of the CCFRC or as a result of any errors or omissions or other negligent, reckless or intentionally wrongful acts, in whole or in part, of Agency, its officers, agents, employees, members, and/or invitees: (1) any damage to or destruction of the real property leased by the County for the CCFRC or any adjoining real property of an Indemnitee; (2) any damage to or destruction of any property belonging to any other person, entity or corporation; and (3) injury to or death of any person or persons. If Agency's liability is subject to the limits and provisions 28 U.S.C. § 1346, §1402, §2401, and §§ 2671-2680, the Federal Tort Claims Act, Agency warrants that its self-insurance will cover Agency's indemnification obligations herein stated. Furthermore, Agency agrees that its contractual obligation to indemnify Indemnitees is not affected by any statutory limits on Agency's tort liability.
8. Prior to entry onto the property, Agency shall provide a Certificate of self insurance or other written evidence of insurance coverage satisfactory to County and MBI.
9. Agency agrees, at all times, to repair or replace any damage to any real or personal property of the County or MBI occurring while the CCFRC is under the control and use of the Agency, its officers, agents, employees, members and/or invitees.
10. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, assigns, and personal representatives.
11. This Agreement shall continue in effect until terminated by either party upon written notice.
12. Agency's contract representative is \_\_\_\_\_, \_\_\_\_\_, 503-\_\_\_\_\_.
13. The following Agency employees are authorized to use the CCFRC under this Agreement: (Attach list, as Attachment 2, if necessary). No Agency personnel other than those listed are authorized to use the CCFRC.

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

14. By its signature, below, Agency certifies and warrants that its signing agent has actual authority to sign this Agreement on behalf of the Agency, and that approval was made at a duly noticed public meeting, if required by law, rule or regulation. Agency has the authority to enter into this Agreement as set forth in the affidavit of \_\_\_\_\_, attached hereto as Attachment 3, and incorporated herein by this reference. Agency's attorney is required to review and approve this Agreement by signature, below.

Columbia County

Agency

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form

Approved as to form

By: \_\_\_\_\_  
Office of County Counsel

By: \_\_\_\_\_  
Attorney for Agency

ATTACHMENT 1  
OPERATING RULES

ATTACHMENT 2

LIST OF AGENCY EMPLOYEES AUTHORIZED TO USE THE CCFRC

ATTACHMENT 3

(To be signed by Agency Signator. Signature must be notarized)

AFFIDAVIT OF \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

I \_\_\_\_\_, being first duly sworn, do depose and say:

1. I am the \_\_\_\_\_ for the \_\_\_\_\_ (“Agency”).  
I am a competent witness and make this affidavit on personal knowledge.
2. I reviewed the have reviewed the License and Indemnity Agreement between Columbia County and Agency (the “Agreement”) which requires the Agency to indemnify the Columbia County and Morse Bros., Inc., an Oregon Corporation dba Knife River an MDU Resources Company (“MBI”).
3. I reviewed the Agreement and hereby acknowledge and affirm that I have the express and actual authority to enter into the Agreement on behalf of the Agency and bind the United States Government.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

SUBSCRIBED AND SWORN TO before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_  
My commission expires \_\_\_\_\_