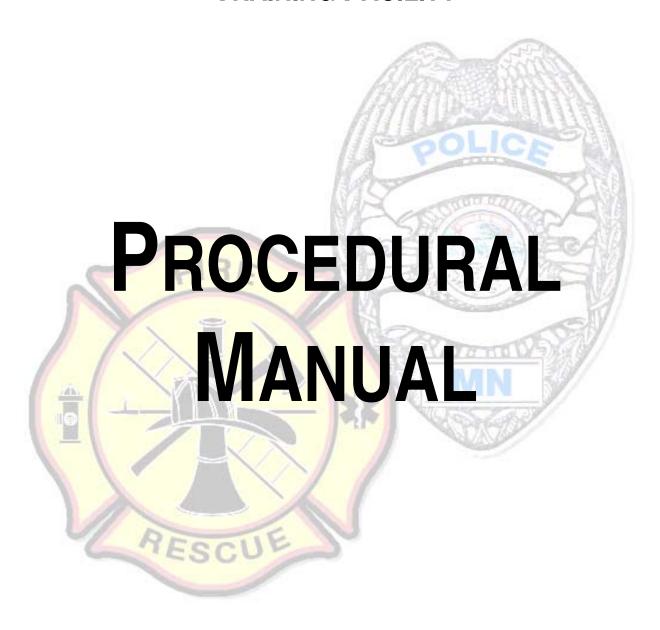
# SOUTH METRO PUBLIC SAFETY TRAINING FACILITY



7525 Braemar Blvd.
Edina MN 55439
(952) 653-0671
www.southmetrotraining.com

## TABLE OF CONTENTS

I.	Vis	SION AND I	MISSION STATEMENTS	3		
II.	Joi	NT POWER	RS AGREEMENT	4		
III.	OR	GANIZATIO	ONAL CHART	15		
IV.	STA	ANDARD O	PERATING PROCEDURES	16		
	A. USE OF FACILITIES					
	B. ACCESS TO FACILITIES					
	C.	FIRING R	ANGE OPERATIONS AND RULES	20		
		1.	LAW ENFORCEMENT AGENCIES	20		
		2.	PUBLIC ACCESS	22		
	D.	FIRE SIM	ULATOR PROCEDURES AND PRACTICES	24		
	E.	ACCOUNT	TING PROCEDURES	25		
		1.	ACCOUNTS PAYABLE	25		
		2.	ACCOUNTS RECEIVABLE	25		
		3.	BANK DEPOSITS	25		
		4.	SATURDAY PUBLIC SHOOT REVENUE	26		
		5.	PETTY CASH	26		
		6.	EMPLOYEE REIMBURSEMENTS	26		
		7.	FINANCIAL REPORTING	26		
	F.	SAFETY F	PLAN AND PROCEDURES	27		
	G.	PERMISSI	ON TO USE PHOTO LIKENESS	27		
	Н.	ANTI-DIS	SCRIMINATION POLICY	27		
V.	AP	PENDIXES		29		
	A.	RANGE O	FFICER CHECKLIST	30		
	B.	FIRE TRA	INING TOWER CHECKLIST	32		
	C.	SPAN CH	ECK LOG	34		
	D.	PARTICIP	ATION AFFIRMATION AND RELEASE FORM	35		
	E.	PERMISSI	ON TO USE PHOTO LIKENESS FORM	36		
	F.	RENTAL U	USE AGREEMENT	37		
	G.	CENSUS V	WORKSHEET	38		
	Н.	TRAINING	G FACILITY REVENUE WORKSHEET	39		
	I.	OPEN SHO	OOT REVENUE FORM	40		
	J.	ACCIDEN	T REPORT FORM	41		
	K	EMPLOYE	EE REIMBURSEMENT FORM	43		

## **VISION STATEMENT**

It is the vision of the South Metro Public Safety Training Facility to become a recognized leader in advancing public safety services on behalf of our members.



## **MISSION STATEMENT**

The mission of the South Metro Public Safety Training Facility is to provide high quality, cost effective training and development for public safety organizations through shared resources to ensure premier public safety services to our communities.

## JOINT POWERS AGREEMENT SOUTH METRO PUBLIC SAFETY TRAINING FACILITY

THIS AGREEMENT is made on the Fourth day of September, 2001, between the City of Bloomington, a Minnesota municipal corporation ("Bloomington"), the City of Eden Prairie, a Minnesota municipal corporation ("Eden Prairie"), the City of Edina, a Minnesota municipal corporation ("Edina"), and the Metropolitan Airports Commission, a Minnesota public corporation ('MAC").

#### **RECITALS**

- A. Each Member to this Agreement has determined that it is in the best interests of their communities to undertake in a cooperative fashion the construction of a facility in the southern portion of the Twin Cities metropolitan area to be used for the training of law enforcement officers and firefighters.
- B. It is more economical for the Members to jointly and cooperatively construct and operate a public safety training facility than for each Member to construct and maintain its own facility.
- C. The Members are authorized pursuant to Minnesota Statutes, Section 471.59, to enter into agreements providing for the joint and cooperative exercise powers common to them.
- D. The Members desire to jointly and cooperatively exercise power common to them by jointly constructing and operating a public safety training facility in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual understandings and agreements hereafter set forth, the Members agree as follows:

#### **ARTICLE I**

#### **Section 1. Definitions.**

When used in this Agreement, the following terms shall be defined as follows, unless a different meaning is clearly specified:

<u>Association</u> The term "Association" shall be used to refer to South Metro

Public Safety Training Facility Association which is formed by

this Agreement.

Board The term "Board" shall be used to refer to the governing body of

this Association.

Board Member "Board Member" shall be used to refer to an

individual member of the Board, who is appointed in accordance

with Article II, Section 2 to represent a Member municipal or public corporation of the Association.

#### Coordinator

The term "Coordinator" shall be used to refer to the person appointed by the Board to manage and coordinate the daily operation of the Facility.

#### Cost Sharing Formula

The term "Cost Sharing Formula" shall be an annual calculation used to determine each Member of the Association's proportionate share of the annual operating expenses of the Facility. Each Member's proportionate share of the annual operating expenses shall be calculated as follows:

(The number of full time)	(The number of F.T.E.)
(peace officers authorized)	+ (fire fighters authorized)
(by the Member)	(by the Member)
(The number of full time)	(The number of F.T.E.)
(peace officers authorized)	+ (fire fighters authorized)
(by all Members)	(by all Members)

Each full-time fire fighter employed by a Member shall constitute one F.T.E. (Full Time Equivalent) fire fighter and each volunteer fire fighter working for a Member shall constitute one-half of a F.T.E. fire fighter for purposes of this calculation. Where a Member's participation in the Association is limited to one public safety vocation (police or fire) that Member's proportionate share shall be calculated as if that Member had no personnel employed in the other public safety vocation. The above described calculation shall be carried out to the 1/100 of a percent and the proportionate shares of all Members must total 100%.

#### Facility

The term "Facility" shall be used to refer to the South Metro Public Safety Training Facility and shall include all structures, buildings and the grounds associated with the South Metro Public Safety Training Facility.

#### Hazardous Substance

The term "Hazardous Substance" shall be used to refer to any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. Environmental Law refers to the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 9601 et seq., the Federal Water

Pollution Control Act, 33 U.S.C. 1201 et seq., the Clean Water Act, 33 U.S.C. 1321 et seq., the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, 33 U.S.C. 1251 ET SEQ., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted.

#### Major Improvement

The term "Major Improvement" shall be used to refer to any addition to or improvement to the Facility designated as a Major Improvement by the Board irrespective of value or any addition to or improvement to the Facility with a value at \$100,000 or greater.

#### Member

The term "Member" shall be used to individually refer to a municipal corporation or public corporation that is a party to this Joint Powers Agreement.

#### **Operating Budget**

The term "Operating Budget" shall be used to refer to the annual budget of operating expenses for the Facility, including but not limited to, maintenance and repair of the building and grounds, costs of utilities, maintenance and repair of all equipment associated with the building, supplies and materials associated with the operation of the Facility, personnel expenses associated with the Coordinator and other ordinary business expenses associated with the operation of the Facility, except for Major Improvements and Public Safety Consumables.

#### Public Safety Consumables

The term "Public Safety Consumable" refers to firearm ammunition, propane fuel used in fire tower operations, fire extinguishing material, other than water, used in any fire fighting training operation and other unique training supplies declared to be Public Safety Consumables by the Board.

#### Section 2. Plural and Singular References.

Unless a contrary intent is clearly demonstrated, a singular reference to a person or entity shall include the plural and a plural reference to persons or entities shall include the singular.

#### Section 3. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### **ARTICLE II**

#### Section 1. Formation of Association.

The parties to this Agreement form the "South Metro Public Safety Training Facility Association" for the purpose of constructing and operating a public safety training facility. Each Member shall be a member of the Association until it terminates participation under the Agreement pursuant to Article III.

#### Section 2. Governance of Association.

The Association shall be governed by a Board consisting of one representative from each Member. The Board representative need not be an elected official of any Member of the Association. The manager or executive director of a Member shall designate an individual to serve as such Member's representative and an alternate representative who shall be entitled to act as the representative of the Member on the Board in the case of the absence or disability of the representative of such Member on the Board.

Each representative and their alternate shall serve until a successor is appointed and assumes his or her responsibilities. Board Members and their alternates shall serve at the pleasure of the Member appointing them and any vacancy on the Board shall be filled by the Member whose position on the Board is vacant.

Each Board Member shall have one vote. The Board shall act by 3/4 majority vote of the Board Members at a meeting duly called upon 15 day written notice to each Board Member and to the manager or executive director of each Member. Should the membership in the Association decline to three members the 3/4 majority vote required for Board action shall be reduced to a 2/3 majority vote. At least three Board Members must be present to constitute a quorum of the Board. The Board shall meet at least once annually and more often as it deems necessary to perform its duties.

The Board shall designate one of the Board Members as the Chair and a second as the Vice Chair. This designation will be made annually by the Board and the Chair and Vice Chair shall retain their positions until a successor has been designated. The Chair and Vice Chair must be voting members of the Board. The Chair shall preside at all meetings of the Board and shall perform all duties incident to the office of Chair and such other duties as may be delegated by the Board. The Vice Chair shall act as Chair in the absence of the Chair. A record of all proceedings of the Board shall be maintained and a copy of that record shall be forwarded to the Manager or Executive Director of each Member. The Chair and Vice Chair shall have the authority to sign all documents on behalf of the Association.

The Board may establish committees for any purpose related to the business of the Association. The members of a committee need not be members of the Board. Committees are subject at all times to the direction and control of the Board.

#### Section 3. Operating Committee.

There shall be appointed by the Board an Operating Committee, consisting of a police training officer for each Member which is a law enforcement participant and a fire training officer for each Member which is a fire fighter participant. The Operating Committee shall be responsible for identifying training needs, working with the Coordinator to schedule curricula and training sessions, insuring proper supplies, coordinating the maintenance of the Facility, and developing an Operating Budget for submission to the Board for approval. The Operating Committee will be responsible for the development of the operating policy for the Facility and shall forward recommendations with respect to the Facility to the Board as appropriate.

#### **Section 4. Fiscal Matters.**

The Board shall designate one of the Members to act as fiscal agent for the Association. The Fiscal Agent shall have custody of the Association's funds, shall pay its bills, shall keep its financial records, and generally conduct the financial affairs of the Association. The Fiscal Agent shall be responsible for such other matters as shall be delegated to it by the Board. The City of Edina is hereby appointed as Fiscal Agent until such time as a successor fiscal agent is appointed by the Board.

Any Member may inspect and copy the Association's books and records at any and all reasonable times. All books and records of the Association shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota cities.

The Fiscal Agent shall prepare annual financial statements of the Association. A copy of such annual financial statements shall be distributed to each of the Members.

#### Section 5. Operating Budget.

On or before May 1 of each year, the Board shall prepare and approve a budget for the operation of the Facility for the next calendar year. A copy of the operating budget and a break down of each Member's share of the operating budget using the Cost Sharing Formula, shall be forwarded to each Member by May 15. Each Member shall be responsible for the payment of their share of the operating costs of the Facility. Each Member shall make payment of one quarter of their proportional share of the annual operating costs for the Facility to the Fiscal Agent on or before the 15<sup>th</sup> day of the first, the fourth, the seventh and the tenth month of each year. Failure of a Member to pay its proportional share of the operating costs, or additional expenses unanimously approved by the Board shall be grounds for removal of the Member from the Association. To the extent possible, expenses that are exclusively related to one public safety vocation (police or fire) shall be stated separately with the assessment allocated to Members who are participating members for that vocation, including Public Safety Consumables which shall be stated separately and assessed against the Member actually using those items.

#### Section 6. Facility Coordinator.

A person shall be appointed by the Board to act as the Coordinator for the Facility. The Coordinator shall be an employee of one of the Members and the Member employing the Coordinator shall be entitled to reimbursement of wages, benefits and other payroll related expenses under guidelines established by the Board. The Coordinator shall be responsible for the day to day operation and maintenance of the Facility and other responsibilities as assigned by the Board. The Coordinator shall be responsible for managing rental agreements from any non-Member public safety agency which desires to utilize the Facility for training purposes.

#### Section 7. Major Improvements.

If recommended by the Operations Committee and approved by the Board in advance and ratified by the governing body of each of the Members, the costs of all major capital additions and improvements to the Facility shall be assessed against each Member based upon the Cost Sharing Formula. Where a Major Improvement is only related to one public safety vocation (police or fire), the costs shall only be allocated against the participating Members for that vocation.

#### Section 8. Insurance.

The Association shall purchase insurance in forms and amounts to adequately protect its insurable interests in the value of the Facility and all other property of the Association against perils of fire, theft, vandalism and Acts of God, and to protect the financial interests of the Association, the Members and their agents and employees, against all claims or lawsuits, including expenses and attorney fees, arising from the ownership, design, operation, and maintenance of the Facility. The policy limits, terms and conditions shall be acceptable to each Member. Costs of insurance shall be included in the Operating Budget. The Board shall continually assess the need for other policies of insurance deemed necessary and appropriate by the Board to protect the property of Association, to protect the Association from claims and to protect the Members of the Association from any claims that might be made against them by virtue of their participation in the Association and operation of the Facility.

#### Section 9. Facility Use.

Each Member shall be entitled to proportionate use of the Facility based upon the Cost Sharing Formula, subject to advance scheduling through the Coordinator under the rules and guidelines established by the Operating Committee.

#### Section 10. Use By Other Public Safety Agencies

The Board may establish guidelines and policies for use of the Facility by other non-Member public safety agencies for a rental fee. The Coordinator shall implement the guidelines for use of the Facility and shall be in charge of scheduling and collection of rents and fees. Rental use by other non-Member public safety agencies shall not conflict with scheduled activity by any Member. Any rents or fees collected in excess of the yearly operating expenses may at the Board's discretion, be retained for repair or improvements to the Facility, future operating expenses, or returned to the Members in proportion to the Cost Sharing Formula.

#### **ARTICLE III**

#### Section 1. Addition of Members to Association

Additional Members may be added to the Association upon a majority vote of the Board and the ratification of a majority of the governing bodies of each Member.

#### Section 2. Withdrawal from Association.

Any Member may withdraw from the Association by giving written notice of intent to withdraw directed to the attention of the Board members not later than January 1 of the preceding year. A Member's notice of intent to withdraw shall be accompanied by a certified copy of a resolution of the Member's governing body stating its intent to withdraw from the Association. The withdrawing Member shall not be entitled to any refund for its share of the capital costs or fees or operating costs paid under this Agreement. The withdrawing Member waives any and all rights and interest in the Facility as of the date of withdrawal. Any withdrawing Member shall also be responsible for its proportionate share of outstanding operating costs of the Facility through the end of the calendar year in which it gives notice of intent to withdraw. A withdrawing Member shall not be relieved of responsibility for any foreseen or unforeseen liabilities that may have accrued while they were a member of the Association, including, but not limited to the cost of clean-up of any hazardous substance from the Facility site. A withdrawing Member shall have no claim to assets of the Association including excess fees or rents collected under Article II, Section 10.

#### Section 3. <u>Dissolution</u>.

Upon unanimous approval by the Members and ratification of the governing bodies of each Member, a dissolution of this Association may be adopted, at which time the liabilities of the Association shall be satisfied from the assets of the Association. The Members further agree that they will share in the cost of clean-up of any hazardous substance caused or created by the Member's usage of the Facility site. The Facility shall then revert to the City of Edina, and all remaining assets shall be divided among the Members at the time of dissolution based on the Cost Sharing Formula. In making a final distribution of assets, the value of the Facility shall be credited against any share of the remaining assets the City of Edina would otherwise be entitled to receive under this provision.

#### Section 4. Assignment

A Member shall not assign or transfer its rights and obligations under this Agreement without the prior unanimous written consent of all other Members and the ratification by the elected bodies of each Member.

#### Section 5. Amendment.

This Agreement may be amended upon proposal by the Board and approval by the governing body for each Member.

#### ARTICLE IV.

#### Section 1. Location of Public Safety Training Facility.

The Association shall provide for the construction, equipping and operation of a public safety training facility as described in Exhibit A. The Facility shall be constructed on property owned by the City of Edina and located in the vicinity of the southwest corner of Braemar Park within the corporate limits of the City of Edina as more specifically described in Exhibit B hereto. Before initiating construction of the public safety training facility the Association shall enter a long term ground lease with the City of Edina covering the Facility Site for a term of thirty (30) years, Exhibit D. The lease shall provide for renewal for successive ten year periods at the option of the Association.

#### Section 2. Ownership of the Public Safety Training Facility

The Association shall be the owner of the Public Safety Training Facility.

#### Section 3. Design and approval of the Public Safety Training Facility

The Members have undertaken preliminary design work related to construction of the Public Safety Training Facility. The Association will proceed with preparation of preliminary plans and design development drawings for the Facility based upon the preliminary work already completed. Upon completion of those drawings, the Association will file an application for a conditional use permit pursuant to the Edina City Code. If the conditional use permit is approved, the Association will authorize the project architects to proceed with construction plans and specifications. The construction plans will also include a cost estimate. The final cost estimate will include all costs associated with the construction of the Facility, including, but not limited to, design fees as well as a contingency budget for unforeseeable circumstances associated with the construction. Final construction plans, specifications and cost estimates must be approved by the Board. The City of Edina may charge its customary fees for the review of plans and specifications, the issuance of permits and inspection of work on the Facility in accordance with the Uniform Building Code. If at any point, the Association elects not to construct the Facility, each of the Members agrees to pay their proportionate share of the costs incurred in furtherance of the project.

#### Section 4. Payment of Costs of Construction and Equipping of Facility.

The initial costs of construction and equipping the Facility are estimated to be \$5,700,000 dollars. To provide for the payment of the costs of constructing and equipping the Facility, each Member agrees to pay a proportion of the initial costs of construction and equipping the Facility as set forth in Exhibit C, attached hereto.

The City of Edina will act as the fiscal agent for the Association during the construction of the Facility. Upon the approval, and within 60 days of final construction plans and specifications, each Member shall transfer funds to the City of Edina to cover the initial costs of construction and equipping the Facility as set forth on Exhibit C. The funds will be deposited into an interest

bearing escrow account and segregated from other funds maintained by the City of Edina. Any interest earned upon those funds shall be maintained for the benefit of the Association. Upon deposit of the requisite funds, the City of Edina will advertise the project for bids on behalf of the Association in accordance with the requirements of the municipal contracting law. An independent construction manager, who will oversee all construction bidding and processing of payments, will be retained for the project by the Association.

Prior to awarding construction contracts, the Board will review and with a majority decision, approve the bids received with each of the Member. If the contracts exceed the cost estimates contained in the construction plans (including a contingency budget) previously approved by the Members, the Board shall eliminate or modify the proposed contracts in order that the contracts awarded do not exceed the costs estimates contained in the construction plans previously approved by the Members. The unanimous consent of the Board is required for any modification of the proposed contracts specified herein.

The Association will be the contracting entity and will use ordinary and prudent efforts to require that the Facility is constructed in compliance with approved plans and specifications and completed with reasonable promptness in accordance with the schedule prepared by the architect. The City of Edina shall appoint an employee to act on behalf of the Association as a construction coordinator during the construction of the Facility. The Board may authorize the construction coordinator to approve change orders as necessary during the construction of the Facility and may establish appropriate limitations upon the exercise of that authority.

<sup>---</sup> This page intentionally left blank beyond this point---

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their duly authorized officers by authority of their respective governing bodies.

#### CITY OF BLOOMINGTON

Mayor GENE WINSTEAD

City Manager MARK BERNHARDSON

Date September 18, 2001

#### CITY OF EDEN PRAIRIE

Mayor JEAN L. HARRIS

City Manager CARL JULLIE

Date September 18, 2001

#### CITY OF EDINA

Mayor DENNIS MAETZOLD

City Manager GORDON HUGHES

Date September 18, 2001

#### METROPOLITAN AIRPORTS COMMISSION

Date September 18, 2001

#### **EXHIBIT A: SOUTH METRO JOINT POWERS AGREEMENT**

#### **Project Summary**

These four organizations proposed to construct a training facility. It was determined that this center would comprise state-of-the-art equipment and well planned spaces necessary to meet the south metro regional training needs far into the future. This facility would be made available to a wide range of communities meeting their public safety training requirements.

The ideal site was located in Braemar Park, Edina, Minnesota. This location is in just north of I494 and east of Hwy. 169. The site is surrounded by public lands, with an indoor ice arena to the north, a city maintenance building to the south, and large hills to the east and west that are dense with large trees and vegetations. The site is very appropriate for the intended use.

#### Details:

This facility consist of a 22,800 sq. foot main building which houses two police firing ranges, a large training room, a firearms simulator training room and a defensive tactics room.

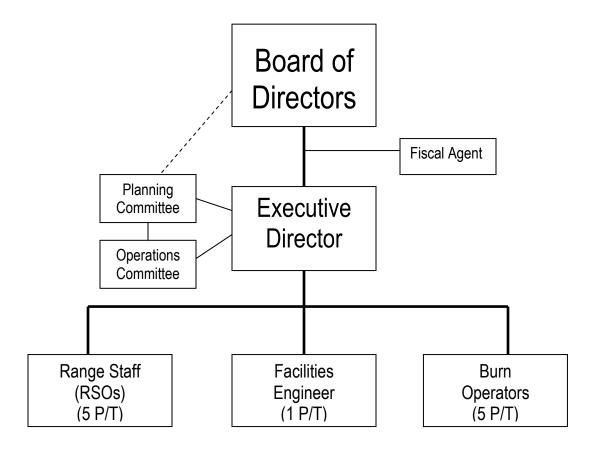
On the fire training side, a 6-story tower with two fire training simulators was constructed. The controlled burner system would be designed to allow for many uses in fire training.

#### **EXHIBIT B: SOUTH METRO JOINT POWERS AGREEMENT**

#### **Legal Description**

3.5 acres within NW ¼ of SW ¼ of Section 7, Township 116 – Range 21 Hennepin County. PID (7-116-21-32-0001) Hennepin County, Minnesota, USA

## SOUTH METRO PUBLIC SAFETY TRAINING FACILITY ORGANIZATIONAL CHART





## FACILITIES USE BY JPA & MEMBER AGENCIES & NON-MEMBER ORGANIZATIONS

This policy is a guide for how the facility shall be accessed by agencies and organizations and sponsors of training. It also establishes staffing responsibilities for events, and how time for such use is recorded.

#### **Definitions**

<u>JPA agencies:</u> City of Bloomington (Police and Fire), City of Eden Prairie (Police and Fire), City of Edina (Police and Fire), and the Metropolitan Airport Commission (Police).

<u>Owner agency personnel.</u> Public safety personnel from the following: Edina Police and Fire Departments; Bloomington Police and Fire Departments; Eden Prairie Police and Fire Departments; and the Metropolitan Airport Commission Police Department.

<u>Member agencies and personnel</u>. Public safety personnel from agencies that pay a membership fee and annual dues to the SMPSTF.

<u>Renting agencies and personnel.</u> Public safety personnel from police and fire agencies that pay a per-use fee for rental of space at SMPSTF.

<u>Owner agency municipal departments</u>. Departments that are governed by one of the JPA municipal agencies (i.e, parks and recreation, public works, etc).

<u>Corporate and public and private groups/organizations (for profit/non-profit).</u> Those that are not police and fire organizations and are not part of the JPA.

*Individuals/Residents*. Those that are members of the private sector.

#### Use by JPA "Owner" Police and Fire Agencies

Training that is sanctioned by, and shall be operated and instructed by, owner agency personnel, are allowed preferential use of the facility. For use of the large firearms range, there will be an annual usage cap designated per owner agency, based on the annual organizational census.

JPA fire departments are allowed use of the firearms ranges under special circumstances (i.e. tactical training arranged via the TC). JPA police departments are allowed use of the fire training tower under special circumstances (i.e. tactical or Simmunitions training arranged via the TC). *Note: see special requirements for tactical use of the training tower by police agencies on page 24*).

Each year, beginning in October, TC's from each of the JPA agencies shall meet with the Executive Director (ED) to plan the following year's training schedule, which may be subject to change as the need arises. The TC from each JPA agency shall have access to the automated calendar system for scheduling training. Alterations to the schedule shall be processed by the ED.

On those occasions, when the facility is in use by a JPA agency, the TC from that agency is responsible for assigning a "key-holder" who shall open and close the building as needed, take responsibility for clean up and turn in all necessary paperwork.

#### **Use by Member Police and Fire Agencies**

Training that is sanctioned by, and shall be operated and instructed by, member agency personnel, are allowed use of the facility based on availability, with the exception of the large firearms range, for which an annual cap will be designated per agency, based on the annual organizational census.

Member fire departments are allowed use of the firearms ranges under special circumstances (i.e. tactical training arranged via the TC). Member police departments are allowed use of the fire training tower under special circumstances (i.e. tactical or Simmunitions training arranged via the TC). Note: see special requirements for tactical use of the training tower by police agencies on page 24).

Each year, from mid-October through November, training coordinators (TC) from each of the member agencies shall meet with the ED to plan the following year's training schedule, which may be subject to change as the need arises. The TC from each member agency shall have access to the automated calendar system for scheduling additional training. Alterations to the schedule shall be processed by the ED.

On those occasions, when the facility is in use by a member agency, the TC is responsible for assigning a "key-holder" who shall open and close the building as needed, take responsibility for clean up and turn in all necessary paperwork.

#### **Continuing Education Courses**

Scheduling and coordination of all courses instructed and/or facilitated by outside speakers/organizations shall be conducted by the South Metro Public Safety Training Facility (SMPSTF). Training coordinator shall forward requests for a particular course offering to the ED. The ED shall negotiate a fee arrangement that is in the best interest of the SMPSTF and its Joint Powers Agreement (JPA) agencies, aka "owner" agencies. The ED shall coordinate staffing and operational needs with the instructors/presenters of the course. The ED shall process all registration materials for payment, invoice agencies as needed, and issue payment requests from educational vendors to the SMPSTF fiscal agency.

#### **Use by Renting Police and Fire Agencies**

Training that is sanctioned by, and shall be operated and instructed by, renter agency personnel, are allowed to schedule use of the facility based on availability, via the ED. The renting agency shall be charged at the posted rate for the use of the facilities.

Each year beginning in December, the ED shall accept requests from renter agencies on a first-come, first-serve basis.

On those occasions, when the facility is in use by a rental agency, a SMPSTF staff member shall be responsible for opening and closing the building as needed, shall assist with cleanup as needed, and shall ensure that necessary paperwork is submitted to the ED.

#### **Use by Owner Agency Municipal Departments:**

Training that is sanctioned by, and shall be operated and instructed by JPA agency municipal department personnel (or representatives of same) are allowed to schedule use of the facility based on availability, via the ED. The cost of such use will be billed at 50% off the posted rental rates in order to cover the costs associated with building use, staffing and clean-up. The use of the firearms range and fire training tower are not available for use by municipal departments other than police and fire.

On those occasions, when the facility is in use by a JPA agency municipal department, a SMPSTF staff member shall be responsible for opening and closing the building as needed, shall oversee cleanup, and shall ensure that necessary paperwork is submitted to the ED.

#### **Use by Other Public and Private Organizations**

Public and private organizations are allowed to schedule use of the facility for training purposes based on availability, via the ED, and at the posted rental rates. The use of the firearms ranges, firearms training simulator and fire training tower are not available for use by public and private organizations except when hosted by an owner agency.

On those occasions, when the facility is in use by a public or private organization, a SMPSTF staff member shall be responsible for opening and closing the building as needed, shall oversee cleanup, and shall ensure that necessary paperwork is submitted to the ED.

#### Use by Individuals

Ranges: Individuals and groups are allowed use of the 4-point firearms range on Saturday mornings, during public access (PA) hours, and only when SMPSTF Range Safety Officers are present. PA hours are subject to change based on the season and staffing considerations. Individuals shall be charged at the posted rates. JPA agency personnel shall be charged at a rate that is 50% off the posted rate for PA., which applies only to the employee. In these instances, presenting a valid employee I.D. shall be required in order to obtain discount.

The firearms ranges, fire training tower and firearms simulator are not available for private use by individuals. Individuals are allowed to rent classroom space provided the reason for use is approved and sanctioned by the JPA board of directors (BOD) prior to its use. In these instances, the citizen's use of space shall be subject to the posted rental fees.

Requests for an exception to the above shall be submitted to the ED in writing and shall be presented to the JPA BOD for consideration on a case-by-case basis. The JPA BOD meets quarterly.

#### ACCESS TO FACILITIES

The level of access to each of the facilities shall be determined by the executive director, and/or agency training coordinators and/or department heads. Access cards shall only be issued by the executive director.

#### FIRING RANGE OPERATIONS

This policy offers guidelines for the safe operations of the facility's two firing range. It also establishes staffing responsibilities for events, and how time for such use is recorded.

#### LAW ENFORCEMENT AGENCIES

#### **General Rules**

- Firearms shall not be handled except when on the designated firing line or permission given by the range officer. This includes loading and unloading.
- Fire only at targets as directed by the range officer.
- Firearms shall not be pointed above a horizontal plane unless directed to do so by the range officer.
- Loading and unloading of firearms off of the designated firing line will be done only at the direction of the range officer and in the bullet containment device.
- No one shall be allowed beyond the designated firing line without permission of the range officer.
- All dry firing shall be done at firing points the same as live firing.
- Cease-fire means fire NO more rounds.
- Eye and ear protection shall be worn by all persons in the range when shooting is occurring.
- Firearms shall at all times be treated as though they are loaded.
- Muzzles shall be pointed safely down range at all times.
- Until sights are aligned and directives are given, shooters shall keep finger off the trigger.
- As a safety precaution, there shall always be a minimum of two people present when a range is in use.
- At all times, the targets shall be placed against the backstops in order to minimize damage to mechanisms. Shooters will advance down-range to the assigned firing line.

#### **Range Officer Duties**

- The range officer shall ensure the range is used in a safe manner and range rules are followed.
- The range officer shall conduct an inspection prior to use to document any damage that pre-exists.
- The range officer shall ensure the range is cleaned and ready for subsequent shooters.
- The range officer shall conduct an inspection after use and clean-up, to document any damage that occurred during the time his or her agency used the range.
- Any fresh damage shall be reported to the facilities engineer or the executive director as soon as possible.
- At the end of each use, the range officer shall complete and turn in to front office, a Range Officer Checklist (*Appendix A*). These forms can be found in the ranges.

**Range Limits** 

To encourage efficient and conscientious use of the 12-bay shooting range and to avoid excessive use by any one agency, owner and member agencies shall limit their use of that range to the following formula:

Owners: 4 hours per FTE per calendar year.

Members: 3 hours per FTE per calendar year.

Tracking of use shall be recorded and a statement of use shall be sent monthly to owners/members by the ED. Use of the 4-bay range will not be limited.

#### PUBLIC ACCESS

#### **Range Safety Officer Authority**

The Range Safety Officer (RSO) has the primary role of maintaining range rules and safety. The RSO has the authority to require a person to leave the range for a rule violation or any other cause deemed necessary by the RSO to maintain safety.

#### **Firearms**

All weapons shall be holstered or unloaded and cased until in the shooting bay. Automatic weapons are prohibited.

#### Weapons handling

- Firearm shall always be handled as if it they are loaded.
- Muzzle shall always be pointed downrange.
- Finger shall remain off the trigger until on target.
- Malfunctions shall be cleared at the firing bay. Ask the RSO for assistance if necessary.
- Loaded firearms shall not be passed to another person.
- Rapid fire, hip-shooting and draw and fire from the holster are not allowed.
- Weapons shall remain at the firing lane unless entering or leaving the range.

#### Ammunition

Tracer, incendiary and armor piercing rounds are prohibited. The following calibers are allowed (factory ammunition only):

.22	.32	.380	.40	.45
.25	.38	9mm	.44	10mm

#### **Personal Safety**

- Shooters must be 18 years old or accompanied by an adult.
- Shooters shall wait outside the range room for the next available shooting lane.
- No one under the influence of or suspected of being under the influence of alcohol or drugs will be allowed on the range.

- Eye and ear protection shall be worn at all times while inside the range room.
- No one is permitted forward of the firing line, or off the carpeted area.
- A maximum of two people per bay shall be allowed inside the range room, with only one active shooter per bay at a time.
- Shooting from the standing position only. No shooting from prone or kneeling stances.
- A signature and date of use must be completed on the Participant's Affirmation and Release Form (*Appendix D*) each time the range is visited by individuals using the range.

#### **Targets**

- Large Range Targets may be placed anywhere between 35 and 75 feet from the firing line.
- Small Range Targets may be placed anywhere between 28 and 45 from the firing line.
- Paper bullseye targets only. Absolutely NO silhouette shooting allowed.
- Target must be placed at a height that requires a horizontal aim.
- Targets must be removed when done.

#### FIRE TOWER PROCEDURES

This policy offers guidelines for the safe operations of the facility's fire training tower. It also establishes staffing responsibilities for events, and how time for such use is recorded.

#### **Use by Owner Agency Fire Departments**

When the training tower is in use by owner agency fire departments, the agency will appoint a designee to oversee its safe operation. The designee shall have knowledge and ability to operate the burners and smoke generators and shall be responsible for proper shut down, clean up, security and reporting of usage to the ED via the Fire Training Tower/Burn Operator Checklist (Appendix B) and, if necessary, the Span Check Log (Appendix C).

#### **Use by Renting Fire Departments**

When the training tower is in use by a renting fire agency, a SMPSTF staff member(s) will be assigned to oversee its safe operation. The staff member(s) shall have knowledge and ability to operate the burners and smoke generators and shall be responsible for proper shut down, clean up, security and reporting of usage to the ED via the Fire Training Tower/Burn Operator Checklist (Appendix B). Fees for the staff member(s) shall be included in the rental fees. Use of the tower by fire agencies shall be scheduled with agency training officer or the training facility executive director.

#### **Use by Police Departments**

When the training tower is in use by owner agency or renting police departments for tactical exercises, the agency will appoint a designee to oversee the safe use, thorough clean up and securing of the fire tower. Use of simulated ammunition (i.e. Simunitions or other paint-type bullets) are allowed, however paint and cartridges *must be cleaned up in their entirety*. The use of live ammunition is not allowed in the fire tower. Use of the tower by police agencies shall be scheduled with agency training officer or the training facility executive director.

#### Use by the Public

Use by members of the general public is not allowed in the fire training tower, except when these individuals and/or groups are hosted and monitored by owner agency training personnel and the use has been cleared by the ED.

#### ACCOUNTING PROCEDURES

This policy establishes procedural responsibilities for how accounting procedures shall be handled by South Metro Public Safety Facility (SMPSTF) employees involved in processing accounts payable, receivables and cash sales for SMPSTF.

#### **Definitions**

*Executive Director:* Person in charge of day-to-day activities, who takes primary responsibility for revenue and expenses, and who processes invoice for payment (payables and receivables), and prepares and makes bank deposits.

Fiscal Agent: City of Edina Accounting Department and its assigned representatives.

#### **Accounts Payable**

Invoices submitted for payment from vendors will be processed weekly. The executive director (ED) shall be complete a check request tag for each invoice. For reference only, a copy of the check request tag and invoice shall be kept on-site and an entry made in the on-site bookkeeping system. The completed invoices with attached check request tags shall be submitted to the Fiscal Agent (FA) for processing.

#### **Accounts Receivable**

Invoices for previous month's business shall be generated and sent out by the ED during the first week of each month. Invoices shall be prepared listing rentals by specific activity and rental rates. This is necessary for revenue to be coded properly. A copy of each invoice shall be placed in an "outstanding invoices" file.

When payment is received, checks shall immediately be stamped for deposit. Check stubs shall be attached to invoice. Invoice will be marked as paid and moved to "paid invoices" file.

Weekly revenue shall be reported to the FA on a weekly basis using the Training Facility Revenue Worksheet (*Appendix H*). Payments received that include multiple activities shall be broken down into separate functions on this report.

#### **Bank Deposits**

Deposits shall be made weekly. The ED shall complete the Training Facility Revenue Worksheet listing all revenue for the period.

An M & I Bank deposit slip shall be completed. The white copy shall be included with payments/cash in deposit bag.

The receipt from the bank and the yellow copy of the deposit form shall be attached to the weekly Training Facility Revenue Worksheet and Open Shoot Rental Form and turned over to the FA.

For reference only, copies of the deposit slip, Training Facility Revenue Worksheet, Open Shoot Rental Form and any checks received shall be kept on-site and an entry made in the on-site bookkeeping system.

#### **Saturday Public Shoot Revenue Handling**

The Saturday public shoot shall typically be the only cash revenue received. Two bank bags shall be kept in a secure gun locker outside the defensive tactics room. The key for the locker shall be periodically moved to various (hidden) spots in the facility, as determined by the ED and staff members who work the Saturday public access program. One contains \$200.00 starting cash. This bag shall contain funds in denominations sufficient for making change. At the end of business for the Saturday Public Shoot, the second bank bag shall contain the revenue and Open Shoot Rental Form for that day.

Saturday staff - the Range Safety Officers (RSOs) – shall be responsible for completing the Open Shoot Rental Form (Appendix I) at the end of business each Saturday. The sheet shall list income in three areas: target sales, protection rental (eye and ear protection) and range rental. The total receipts shall be recorded on the form. Funds shall be counted by one RSO, and validated by another RSO on the Open Shoot Rental Form. The counted bags shall be placed back in the secured locker and the key returned to the designated holding place.

On a weekly basis, the ED shall retrieve the bags. The bag with starting cash shall be re-counted and returned to locker. The second bag containing the weekly income shall be re-counted, validated in writing with initials and the revenue shall be recorded on the Training Facility Revenue Worksheet.

#### **Petty Cash**

Fifty dollars in petty cash is allowed to be kept on-site for small purchases. When purchases are made by ED or with permission of the ED, the receipt shall be presented and employee shall be reimbursed for that amount. Receipts shall be attached to reimbursement request form with proper signatures acquired. The form will be presented to Fiscal Agent for check processing.

#### **Employee Reimbursement**

When purchases are made by ED or with permission of the ED and the amount exceeds that which is available in petty cash, the receipt(s) shall be attached to reimbursement request (Appendix K) form with proper signatures acquired. The form will be presented to FA for check processing.

#### **Financial Reporting**

All official financial reports shall be prepared and presented by the FA or its representatives. Financial reports for the most recent quarter shall be presented at each quarterly meeting of the Board of Directors. On site accounting reports will be made available upon request by a member of the board, the FA and/or the FA's representative. The Board of Directors shall authorize an accounting audit as deemed necessary.

#### SAFETY PLAN AND PROCEDURES

Master copies of the Safety Handbook and MSDS Materials Sheets are retained in the main office. Please refer to them as needed for additional safety procedures.

#### PERMISSION TO USE PHOTO LIKENESS

Whenever media is present for, or SMPSTF staff is taking pictures at, an event hosted by SMPSTF, a Permission to Use Photo Likeness Form (*Appendix E*) shall be completed by the participant(s) in the event that their photo is selected for use for promotional purposes.

#### **ANTI-DISCRIMINATION POLICY**

**Discrimination.** The South Metro Public Safety Training Facility shall not discriminate against any employee, applicant for employment or guest of the facility because of race, color, creed, religion, national origin, sex, disability, age, marital status, or status with regard to public assistance.

#### Sexual Harassment

Sex discrimination and sexual harassment are against the law. It is the policy of the South Metro Public Safety Training Facility to abide by the federal and state laws that prohibit sexual harassment and to maintain an atmosphere free of sexual harassment, intimidation or coercion.

Sexual harassment is defined as a prohibited practice and is unlawful when: 1. submission to the conduct is either an explicit or implicit condition of training or employment; 2. submission to or rejection of the conduct is a basis for any training or employment decision; 3. such conduct has the purpose or effect of unreasonably interfering with an employee's training and/or work performance; or the conduct creates a hostile or offensive training and/or work environment.

The following are some examples of conduct that may be legally actionable sexual harassment:

- 1. Use of any offensive or demeaning terms that have sexual connotation.
- 2. Objectionable physical proximity or physical contact.
- 3. Unwelcome suggestions regarding, or invitations to, social engagements or work-related social events.
- 4. Any indication, express or implied, that an employee's job security, job assignment, condition of employment, or opportunities for advancement depend or may depend on the granting of sexual favors to any other employee, supervisor or manager.
- 5. Any action relating to an employee's job status that is, in fact, affected by consideration of the granting or refusal of social or sexual favors.
- 6. The deliberate or careless creation of an atmosphere of sexual harassment or intimidation.
- 7. The deliberate or careless expression of jokes or remarks of a sexual nature to, or in the presence of, employee who may find such jokes or remarks offensive.

8. The deliberate or careless dissemination of materials (such as cartoons, articles, pictures, etc.) that have a sexual content, and which are not necessary for our training and/or work, to employees and guests who may find such materials offensive.

In order for South Metro Public Safety Training Facility to address offensive or harassing conduct, such conduct must be brought to the attention of the executive director. Complaints of sexual and/or harassing behavior will be dealt with quickly and evenhandedly. The dignity of all the parties involved will be considered. Any time you believe you have been harassed or witnessed sexual harassment, you should report the fact of the incident and the names of the individuals involved to the executive director. If the executive director is the alleged perpetrator, complaints should be made directly to the Administration Department of the City of Edina.

The executive director and/or the City of Edina will complete a thorough investigation appropriate to the circumstances of the complaint. The investigation may include interviews with all relevant individuals and will be conducted in such a manner as to preserve the confidentiality and rights of all parties involved. South Metro Public Safety Training Facility will not tolerate any retaliation against any employee or guest who makes a report of sexual harassment.

All employees and guests should be careful to treat co-workers, guests, subordinates and supervisors with respect at all times.

## **APPENDIXES**

#### APPENDIX A

# Range Officer Checklist Agency Range Officer

Date Start Time

Perform function checks at the start and end of training for red lights and each lane used. (**OK** for good check - **F** for a fail to function) Turn completed forms in at the office.

**Large Range** (For local control, press and hold 5 until prompted for code, and press 44 ENTER)

Larg	Large Range (1 of local contitol, press and note 5				ai iui	prompted	or code, a	iliu piess -	<del>14</del> LIVILII)	
	Starting Function Check						End	ding Fun	nction C	heck
		Reds	Lights	□ OK	□ Fail		Reds	Lights	□ OK	□ Fail
		Down/	Face		Face		Down/	Face		Face
		Back	Left	Edge	Right		Back	Left	Edge	Right
Lane	1									
Lane	2									
Lane	3									
Lane	4									
Lane	5									
Lane	6									
Lane	7									
Lane	8									
Lane	9									
Lane '	10									
Lane '	11									
Lane '	12									

Small Range

Staring Function Check					End	ding Fur	nction C	heck
	Down/ Back	Face Left	Edge	Face Right	Down/ Back	Face Left	Edge	Face Right
Lane 1								
Lane 2								
Lane 3								
Lane 4								

## Range Shut Down

- □ Lanes turned off
- □ Hearing protection turned off
- □ Eye protection stored lenses up
- □ Brass picked up
- □ Garbage picked up
- □ Ventilation set to TRAINING mode
- □ Report all damage

#### Waste

□ Brass in 55-gallon drums in the workroom. **BRASS ONLY. No shotgun shells, aluminum casings or rubber**.

End Time

- □ Cardboard backs that will still support targets stored on either side of the firing line.
- □ Unusable cardboard to the cardboard dumpster.
- □ Flatten boxes.

See back for important range lighting information

## **Large Range Control Panels:**

8-panel switch insid	e each range door (la	arge range only)	
Trap Spotligl	nts - Full	All Fluore	scent Lights On/Off
All Spotli	ghts Full	Raise Spo	ots
All Spotligh	nts - Half	Lower Sp	ots
All Spotligh	nts - Dim	All Lights	Off (slow dim)
16-panel switch in t	he control room and a	at the counter area of	the main range:
Counter Lights	All Spots 50%	15 Yard Spots	Red Lights
Ready Area	All Spots Dim	25 Yard Spots	25-yrd. Outlets (Ceiling)
Ready Area	3 yard Spots	50 Yard Spots	50-yrd. Outlets (Ceiling)
All Spots 100%	10 yard Spots	OFF (slow dim)	All Fluorescents

## **APPENDIX B**

## FIRE TRAINING TOWER CHECKLIST

	Agency	Date	Start Time	End Tim	e
	Keyholder	<ol><li>located in the main offi and that the tower is left</li></ol>	ce key box. The key in operating condition	holder is respons n. Complete the	sible to ensure
Fu	<b>nctions Used:</b> Tactical Use (rappelling, search 1 <sup>st</sup> Floor Burner 2 <sup>nd</sup> Floor Burner Tower Smoke Generator	n/rescue, etc.)	Repa	irs Needed	
Ge	cheral Shut Down Close all windows. Turn off <u>all</u> lights. Listen for fans. Lock/check all exterior doors. Key 13 to main office. Lock main building?		Groui Floor	nd Level 2 3	Exact Location
<b>Bu</b>	rner Shut-Down Burn unit key(s) to off. Refill smoke fluid tanks in the fundance Smoke fluid tank in the furnace Replace vent covers in the burn Burner keys to main Office.	to OFF.	Floor Floor Floor	5 6	
	wer-Smoke Generator Shut Do Close the valve on top of the C Turn off smoke generator (red s Turn off distribution fan (dimme Refill generator with smoke fluid low 3/4 full, as shown on the indices generator.	O2 tank. switch). er near light switch) d if the tank is		ments	

#### **Burner Start Up**

- 1. Keys 28 and 30, available in the main office key box
- 2. Remove the vent covers from burn rooms and furnace rooms.
- 3. Turn the smoke- fluid tank in the furnace to OPEN.
- 4. Turn on burners for 30-second vent period.
- 5. Open main gas valve on the northeast corner of the building.

#### **Smoke Generator Start Up**

- 1. Turn on the red power switch. Wait 3-4 minutes for the green light.
- 2. Select smoke destination using valves on PVC ducts.
- 3. Open CO2 valve. Set pressure to 60 PSI. Raise or lower PSI to adjust smoke volume.
- 4. Turn on distribution fan (dimmer switch near the room light switch)
- 5. Depress the black (middle) button on the generator to produce smoke.

#### Calibration

Burn units will not function unless calibrated.

Calibrations ensure burn-room sensors are performing accurately. Once calibrated, burn units will function for seven days or until the first of the month, whichever comes first.

Calibration gas (2% methane and 98% room air) is rather expensive, and therefore, calibrations are done only when burns are scheduled.

There is a calibration log in the control room above the switch panel. If you calibrate the burners, please enter the calibration on the log.

- 1. Start burn unit(s) using keys 28 and/or 30.
- 2. Calibration gas (red metal bottles) is located in the control room. Take the bottle with the regulator attached into a burn room.
- 3. There are two sensors in each burn room. They are mounted about three feet high on different walls, and are labeled #1 and #2. Attach the cup at the end of the regulator hose to sensor #1.
- 4. Open the regulator on the calibration-gas tank. The fans will start quickly and the control panel will indicate an increasing LEL reading.
- When the LEL reaches 50, shut the gas regulator and wait for the room to vent.
- 6. Repeat for sensor #2
- 7. Repeat the procedure for the second burn unit.
- 8. Complete the calibration log in the control room.

#### **Emergency**

- Emergency Stop buttons are located on each burn unit control panel.
- Dial "9" for an outside line. Phones are located in the control room.
- An AED is located in the control room.
- A first aid kit is located in the main building vending area just off the lobby.

#### **APPENDIX C**

### **Span Check Log**

The burners will not function without a recent span check. Span checks employ known quantity of methane gas (2.5% methane to 97.5% air) to ensure the sensors are operating correctly. A span check must have been completed within the past seven days or on the first of the month, which ever is most recent.

#### Span Check Procedure

- 1. Obtain the burner keys from the main office, turn on both burn simulators and allow them to run their 30-second ventilation cycle.
- 2. Tanks of methane are located in the control room. Take the tank with the regulator assembly into one of the burn rooms and fasten the cup to the underside of one of the two sensors in the room.
- 3. Open the regulator valve on the tank and monitor the burn-unit control panel. The reading will increase and the vent fan will turn on automatically. When the reading reaches 50%, close the valve on the regulator.
- 4. Repeat for the second sensor in the burn room.
- 5. Repeat the entire procedure in the other burn room, if necessary.

#### Log All Span Checks:

Date	Operator	Reason	Burner
2 0.10		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
	·	□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor
		□ Routine	□ 1st Floor
		□ Prompted	□ 2 <sup>nd</sup> Floor

#### APPENDIX D

## PARTICIPANT AFFIRMATION AND RELEASE STATEMENT

(Read Carefully Before Signing)

Wishing to participate in the activity, service, or event referenced below and knowing there are certain dangers related to this activity hereby I state and affirm that:

- 1. My participation is voluntary. I know and am aware of all the dangers associated with my participation in this activity and acknowledge that it is NOT an ESSENTIAL service provided by the South Metro Public Safety Training Facility (SMPSTF).
- 2. I understand and agree that neither the SMPSTF nor any person acting on behalf of the SMPSTF, may be held liable in any way for any event, which occurs in connection with the activity, which may result in harm, death, injury or other damage to me.
- 3. In consideration of being allowed to participate in this activity, I hereby personally assume all risks in connection with this activity and I hereby release and hold harmless the SMPSTF and any person acting on behalf of the SMPSTF in this activity from any liability for harm, death, injury or other damage which may befall me during this activity, whether foreseen or unforeseen, however caused and whether or not caused by the negligence of the SMPSTF or any person acting on behalf of the SMPSTF. This release does not apply to injuries as the result of willful, wanton, or intentional misconduct.
- 4. The terms of this agreement shall serve as a release and assumption of risk for my heirs, executor, administrator and all members of my family.
- 5. I further state that I understand that the terms herein are contractual and not a mere recital and that I sign this document in an act of my own free will.
- 6. I have fully informed myself of the contents of this affirmation and release statement by reading it before I signed it.

Activity	Date(s) of activity
Name (please print)	Age
Address	City/State/Zip
Signature:	Date:

#### **APPENDIX E**

### PERSONA AND WORK RELEASE

I, the undersigned Releasor, hereby grant to South Metro Public Safety Training Facility full rights and permission to use my likeness, name, and image for advertising, publicity, art, promotion or other commercial purposes. My persona (if authorized) may be used in the form of photographs, illustrations, pictures, or any media now known or to be developed, with any intentional or unintentional alterations or distortions, I hereby release, acquit and forever discharge South Metro Public Safety Training Facility from any and all claims or liabilities arising as a result of any use of the work in any medium. This release shall be binding upon my respective heirs, executors, licensees, legal representatives and assigns.

I understand and acknowledge that I have no ownership interest in any work product or materials created in accordance with this document, but partial temporary rights will be granted from South Metro Public Safety Training Facility to me for use of my own image.

I understand that I have no right to approve the advertising or materials created pursuant to this release and that South Metro Public Safety Training Facility is not obligated to use the work or information relating to me.

I warrant that I am at least 18 years old and that I have the right to execute this release in my own name, that I have read the above authorization prior to its execution, and that I am fully familiar with the contents thereof.

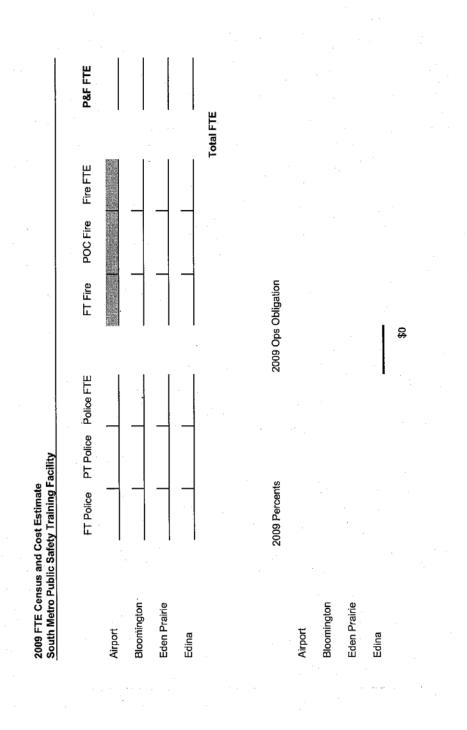
Name of Releasor		_
Signature of Releasor: _		
Date:		

## APPENDIX F

#### RENTAL USE AGREEMENT **SOUTH METRO TRAINING FACILITY** 7525 Braemar Boulevard, Edina, Minnesota 55439

1.	USER INFORMATION (Please print or type)					
Naı	me or Organization:					
Ado	dress:					
Cit	y/State:	Zip:	Phone:			
2.	EVENT INFORMATION					
Use	e:					
Dat	te(s): Start Time:	a.m./p.m. (circle one)	End Time:	a.m./p.m. (circle one)		
3.	RENTAL FEES (all fees are non-refundable):					
4.	ADDITIONAL COVENANTS					
a)	Right to Deny Agreement. User understands that		aining Facility (herein	nafter referred to as "Facility") may		
b)	deny issuance of this Use Agreement without caus <b>Rules and Regulations.</b> User hereby agrees that i time in effect governing the use of the Facility and Facility Rules and Regulations (attached hereto) he is authorized to revoke this Use Agreement at any within the discretion of the Facility.	it and its members and invit d will comply with all local ave been distributed and re-	ordinances and State viewed by User, its m	laws. User acknowledges that the nembers and invitees. The Facility		
c)	<b>Authorized Representative.</b> User agrees that it we Facility to supervise the activities of its members a	will have an authorized repr	esentative present at	all times during the use of the		
d) e)	Assumption of Risk/Hold Harmless. In consider volunteers and invitees, hereby voluntarily assume hold harmless the Facility, the Cities of Bloomingt employees, volunteers and agents, from all claims, of or resulting from the User's use of the Facility. responsibility for any damage caused or unlawful a Assignment/Subletting. No transfer, assignment	ration of being allowed to ue all risks associated with its ton, Edina, Eden Prairie, an, causes of action, lawsuits, User, its employees, membact committed in connection	s use of the Facility a d the Metropolitan A losses and expenses, pers, agents, voluntee n with the User's use	and agrees to defend, indemnify and irrorts Commission, their officials, including attorney fees arising out ers and invitees assume full of the Facility.		
	of the Facility reserved in its name. Use of the Fac supplemental agreement.	cility may not be exclusive	unless otherwise agre	eed upon by the parties in a		
f)	<b>Entire Agreement.</b> This agreement represents the effective unless they are in writing and are duly au	thorized and executed.				
g)	<b>Cancellation.</b> Either party may cancel this Use A effective immediately after receipt by the other particular prior to cancellation.					
Ву	signing below, I affirm that I have read and underst	tand this Use Agreement	and all of the Faci	ility Rules and Regulations.		
Sig	gnature of Agency Representative	Printe	ed Name	Date		
	IAL ACTION pproved					
î N	ot Approved					
CO	DMMENTS:	_				
	Facility Manager					

## APPENDIX G



May 20, 2008

## APPENDIX H

## Training Facility Revenue Worksheet

Public Shoot	Code	Amount
1 Range (rental)	7401-4657	
2 Target (sale)	7401-4414	
3 Eye/Ear Protection (rental)	7401-4583	
		Sub Total
Facility Rental	Code	Amount
Large Range (rental)	7401-4651	
Small Range (rental)	7401-4652	
Firearms Simulator (rental)	7401-4653	
Large Classroom (rental)	7401-4654	
Small Classroom (rental)	7401-4655	
Defensive Tactics Room (rental)	7401-4656	
Fire Structure - Burn (rental)	7401-4661	
Fire Structure - Smoke (rental)	7401-4662	
Fire Structure - Tactical (rental)	7401-4663	
		Sub Total
Miscelaneous Revenue	Code	Amount
Vending	7401-4415	
Sale of Brass	7410-4417	
Registrations	7401-4390	
Owner Agency Contributions	7401-4533	
Member Agency Contributions	7401-4534	
		Sub Total
Signature		Total Cash
Signature		Total Cash Total Checks
Signature		
Signature  Date	Total Credit	Total Checks
	Total Credit	Total Checks Total Deposit

## APPENDIX I

## **South Metro Public Safety Training Facility**

OPEN	SHOOT	REPORT	FORM

DATE:	

	# SOLD	\$/EA	TOTAL\$
Targets (5 per pack)		\$1.00	
Eye/Ear Protection		\$0.50	
Range Bay		\$15.00	
		\$10.00	
	,	\$7.50	·
		Coupon	Ç
. [		Complimentary	
		TOTAL REVENUE	

7	CASH TOTAL
•	CREDIT CARD TOTAL
	CHECKS TOTAL
	SUBTOTAL
\$200.00	LESS STARTING CASH
	TOTAL REVENUE

Signature #1:			
-		 	
Signature #2			

## APPENDIX J

What		
Describe nature and severity of injuries or proper INCIDENT TYPES (Check all that apply):  Unexpected movement/sprain/strain Fall from elevation Fall on level Other:	cty damage:  Chemical irritant Puncture Laceration Burn	Struck by object/person Struck against object Caught between objects Motor Vehicle
Loss Prevention Will employee lose work time as a result of the abreoccurrence of this type of incident?	pove? What recor	mmendations do you have to prevent a
What actions are you taking or intend to take to p	revent a reoccurrence of this type of	incident?
Employee/Individual referred to:  City's Medical	onal MD	
Employee Review Above reviewed with employee; employee comme	ents:	
Employee Signature/Date  Department Reviev  Does this area have previous history of incidents 12 months):	? (If YES, indicate date of most rece	ent incident and number of incidents in past
Has above physical/mechanical object been invol of incidents in past 12 months):	ved in a previous incident? (If YES	, indicate most recent incident and number
Does this employee/individual have previous hist incidents in the past 12 months):	tory of incidents? (If YES, indicate	date of most recent incident and number of
Date employee hired:		sition:
Date First Report of Injury completed:  Department Head Signature/De		ort forwarded:
Administrative Revi	ew	
Signature/Date		City of Edina Accident Claim

☐ Workers	Compensation	☐ Gen	eral Liability	, <b>_</b>	Vehicle Lia	bility
Notes: A state accident This report is to to all questions is	report must be filed for accept be promptly and fully comes required unless otherwise	pleted by em	amages exceeding ployee's supervisor	\$500.00. C or designe	complete one repo e except where n	ort for each injury noted. A response
Date of Incident		□ N	ear Miss	☐ Medic	cal Follow-up	
Date Supv. Notified Date Report Completed		□ F	irst Aid	☐ Prope	rty Damage	
Who						
Name		S.S.#			Age	Sex
Position	Dept		8	Full Time	Part Time Temporary	Other
Was employee/individual e						Member of Public date assigned):
Names of other individual	involved:					
Witnesses:						
When				-	Shift: First	Second Third
Where Location (identify precisely						
HOW Incident description (included incident description) Identify physical/mechanics						
Pre-existing disability/cond	dition contributing to incid	lent? (specify	):			
				1		
Back injuries ONLY: Were specify device):	appropriate transfer tech	niques/lifting	assist (transfer bel	t, patient lif	t, etc.) being utili	zed? (IfYES,
INCIDENT CAUSES (Che	ck all that apply):					
EQUIPMENT: Inappropriate for task Inadequate maintenance Inadequate design			Failure to use a	appropriate eq arity with task		
Other (MUST specify):			Other (MUST			
ENVIRONMENTAL:  Wet Surface Inadequate guards Fire hazard Congestion Electrical hazard			Inadequate spe	cification of p nmunication of orcement of p	equipment standards policies/procedures of policies/procedures olicies/procedures	
City of Edina Accident Claim						

## APPENDIX K

DATE		CITY OF EDINA	PEID	
PAYABLE TO:			CHECK	#
MAIL TO:	:	· # W.	AMOUN	T
			P.O. #	
			_1099	(CHECK IF YES)
ACCOUNT #	AMOUNT	DESCRIE	TION	
			. <u>.                                   </u>	
	<del></del>			· · · · · · · · · · · · · · · · · · ·
		·		
	1			
			···	···········
			·····.	
		TOTAL		

**AUTHORIZATION**