

Laurel Mountain Driver Training Center

Leasing Information



Return completed Leasing Agreement,
Release of Liability, and Rules and Regulations to:

Commander R. Torres
Roanoke County Police Department
5925 Cove Road
Roanoke, Virginia 24019 Telephone:
(540) 777-5279
Fax: (540) 777-9770

rtorres@roanokecountyva.gov

LAUREL MOUNTAIN DRIVER TRAINING CENTER LEASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the **BOARD OF SUPERVISORS OF ROANOKE COUNTY, VIRGINIA**, a Virginia political subdivision, (hereafter "Roanoke County") acting by and through the Roanoke County Police Department, party of the First Part, and _____, a Virginia municipal corporation/ political subdivision (hereafter "User Agency"), party of the Second Part;

WITNESSETH:

Whereas, Roanoke County is the owner of Laurel Mountain Driver Training Center, a driver training facility located at 6231 Twine Hollow Road, Salem, Virginia in the Catawba Magisterial District of Roanoke County; and

Whereas, the classroom facilities have been approved by the Virginia Department of Criminal Justice Services (hereafter referred to as DCJS) as an authorized site for conducting law enforcement training; and

Whereas, as owner of this driver training facility, Roanoke County has expended public funds for the construction, improvement and maintenance thereof, and is responsible for the ongoing management and supervision of this facility; and

Whereas, Roanoke County desires to make this approved facility available to other law enforcement agencies, both public and private, to assist in training of area law enforcement personnel to better ensure the protection of both officers and members of the public and reduce the potential for costly and time consuming complaints or legal actions; and

Whereas, Roanoke County and _____ desire
(User Agency)
to establish the requirements and agreements for the use of this facility by the Party of the Second Part and to confirm the responsibilities of both parties to this Agreement.

NOW, THEREFORE, Roanoke County and _____
(User Agency)
agree as follows:

I. ROANOKE COUNTY RESPONSIBILITIES:

A. Standard Operating Procedures:

1. Roanoke County shall establish a list of Safety Rules and Regulations and define procedures to be followed while using this facility. A copy of the current Safety Rules and Regulations are attached hereto as Exhibit "A". Roanoke County reserves the right to amend these Safety Rules and Regulations at any time.

2. Roanoke County Police Department will provide an on-site supervisor who will serve as a Safety Compliance Officer to be present at all times that training or other activities are being conducted at this facility.
3. Roanoke County will be responsible for providing to the user agency exclusive access to the driving facility and resources to include: classroom facility; audio visual and media support devices; a garage area equipped with basic mechanical tools; highway cones for delineating courses and Department of Transportation approved safety helmets for students engaged in courses involving emergency vehicle operation.

II. USER AGENCY RESPONSIBILITIES:

A. Requirements for Instructors:

1. The User Agency shall provide and utilize only instructors currently certified by DCJS for the level of driver training to be provided and such instructors shall be present at all times to supervise the training and provide the required instruction.
2. The User Agency's instructors agree to conform to established safety rules and regulations and acknowledge the Safety Compliance Officer retains final authority in approving or authorizing a training exercise.

B. Requirements *for User Agency, Participants and Other* :

1. The User Agency shall provide all vehicles, fuel, tires, safety equipment and other items required for safe and successful completion of the scheduled training.
2. The User Agency shall repair or replace with comparable equipment or facilities, any property or structure damaged as a result of their use of the facility when those damages exceed \$500.00. Such repairs or replacements will be made as soon as practical but no more than 60 days beyond the date damage was incurred.
3. The User Agency agrees all participants from their organization participating in training at the facility will sign a Release of Liability Waiver prior to engaging in any exercises or training program.
4. The User Agency agrees to have all participants from their organization appropriately covered by applicable insurance coverage prior to engaging in any training exercise. The user Agency shall provide proof of coverage of at least the following limits to Roanoke County at least ten (10) days prior to their scheduled training date:
 - a. Worker's Compensation with Statutory limits;
 - b. General Liability coverage with a \$ 1,000,000 limit;
 - c. Automobile Liability coverage with a \$ 1,000,000 limit;

d. Law Enforcement Liability with a \$ 1,000,000 limit;

e. Public Officials Liability with a \$ 1,000,000 limit

5. ***The User Agency agrees*** to compensate the County of Roanoke as defined by the current fee schedule attached hereto as Exhibit "B".

III. MUTUAL RESPONSIBILITIES:

Both parties agree to comply by the established safety rules and regulations and acknowledge the final authority for approval of any exercise or training scenario rests solely with the Safety Compliance Officer.

IV. RELEASE OF LIABILITY AND HOLDHARMLESS:

The User Agency, for itself and its officers, employees and agents participating in any training at the Facility, releases Roanoke County and its officers, employees and agents, from any and all liability for any claims, demands or legal actions arising out of or in any way connected with the use of the Facility during or associated with any training and shall hold Roanoke county harmless from any such claim.

WITNESS THE FOLLOWING SIGNATURES AND DATES:

ROANOKE COUNTY POLICE DEPARTMENT

(User Agency)

By: _____

By: _____

Name

Name

Title

Title

Date

Date



USE OF LAUREL MOUNTAIN DRIVER TRAINING CENTER RELEASE OF LIABILITY

Full Name: _____

Employer (or other sponsoring Organization): _____

This form must be completed and signed prior to beginning your training.

I, the undersigned, desire to participate in and receive driver training being provided by certified DCJS Instructors from _____ (Employee's Organization) and being monitored by DCJS Driving Instructors of the Roanoke County Police Department at the Laurel Mountain Driver Training Center;

I understand that my participation in the defensive and precision driver training program exposes me to a risk of injury; nonetheless, I do, for and in consideration of the privilege of participating in such program, hereby release the Roanoke County Police Department, and any of its agents or employees thereof, from any and all claims, demands, and causes of action that I may now have or that might subsequently accrue, arising out of or connected with, either directly or indirectly, from my participation in the defensive and precision driver training program, whether or not caused by any act or omission on the part of the Roanoke County Police Department or any of its agents or employees;

I agree and understand that I am relinquishing, on behalf of myself, my personal representatives and my heirs, any and all rights I now have or may have in the future to file a tort claim, civil action or any other claim for any injury, damage, or death I may suffer arising from my participation in the program, including riding in or operating Roanoke County Police Department vehicles;

I understand that, by signing this release, I am not waiving any rights, privileges or benefits to which I may otherwise be entitled to receive from my employing agency (if applicable), including, but not limited to workers compensation benefits.

I understand that participation in the Roanoke County Police Department's defensive and precision driver training program requires physical stamina, motor coordination, and mental alertness and I hereby attests that I have no known physical or mental limitations that preclude my participation in this program and I have not used and will not use any form of alcohol, prescription or non-prescription drugs that have any potential to impair my participation in this training program.

I have had the opportunity to ask any and all questions about the above waiver and release and I understand its terms and meaning.

SIGNATURE _____

DATE _____

Exhibit A

LAUREL MOUNTAIN DRIVING CENTER RULES AND REGULATIONS

1. **SAFETY** is of **PARAMOUNT IMPORTANCE** during range training, therefore, all instructions, commands, or directions from an instructor will be **IMMEDIATELY** obeyed without question, variations, or exceptions.
2. Each student will be required to **ALWAYS** operate their vehicle in a safe and proper manner at **ALL** times and to notify an instructor of any unsafe conditions or practices they notice.
3. No student will operate any vehicle on the driving range without the permission from an instructor.
4. No vehicle will exceed 20 m.p.h. on the range unless ordered to by an instructor.
5. Keys will remain in the vehicle at **ALL** times. Do not remove keys from the vehicle unless instructed to do so.
6. Emergency brakes will **ALWAYS** be engaged when vehicle is parked.
7. All vehicles will have all the doors closed, except when loading or unloading.
8. Only one student (driver) will be allowed in a vehicle operating on a course. (No passengers except for instructors).
9. Seat belt and shoulder harness will be worn at **ALL** times during operation of the vehicle.
10. **ALL** doors will be locked during the vehicle's operation.
11. No smoking, eating or drinking will be permitted in any vehicle, when in use.
12. No personnel will back up a vehicle on the driving range, while looking forward (B.U.L.F.)
13. External P.A. systems, sirens, police radio and emergency lights shall not be activated except at an instructor's discretion.
14. Objects that cannot be secured in the passenger compartment or the vehicles' trunk shall be removed during the training.
15. Extreme care must be exercised when retrieving traffic cones that have been knocked down. The driver training vehicle **MUST** be placed in the **PARK GEAR** position, **EMERGENCY BRAKE** engaged, and the **ENGINE TURNED OFF** when a cone is being retrieved from beneath a vehicle.
16. Protective helmets will be worn at all times when driving through the specialized maneuver courses (Serpentine, Reaction, Double Lane Change, Controlled Braking, Off-Road Recovery, Short / Long Pursuit Courses).
17. No vehicle will exceed 35 m.p.h. while being operated on any of the specialized maneuver courses (Serpentine, Reaction, Double Lane Change, Controlled Braking, Off-Road Recovery, Short / Long Pursuit Courses).
18. **ALL** personnel shall stand at a safe distance **AWAY** from all driving courses and remain **CONSTANTLY VIGILANT** to the location of the vehicles that are in operation on the training courses, especially vehicles exiting the courses.
19. **ANY** accident, damage to property, or injury will be reported **IMMEDIATELY** to an instructor.
20. Each student is responsible for the cleanliness of the range, as well as setting up and taking down the traffic cones used on the course.
21. There will be no vehicles allowed on the driver training range other than the vehicles being used for training, unless approved by an instructor.

**** ANY PERSON VIOLATING THE RULES SET FORTH HEREIN WILL BE REMOVED FROM THE RANGE AND HIS / HER SUPERVISOR NOTIFIED WITH A WRITTEN REPORT FILED AND SUBMITTED TO THE CHIEF OF POLICE. VIOLATING A SAFETY RULE WHERE THERE IS A THREAT TO LIFE WILL WARRANT DAYS OFF WITHOUT PAY OR REMOVAL FROM SERVICE ****

OFFICER / RECRUIT: _____
(Printed Name)

SSN: _____

SIGNATURE: _____

DATE: _____

Exhibit B

FEES FOR USE OF LAUREL MOUNTAIN DRIVING CENTER

Daily Rate for non-county agencies

\$364 per day