

## **FiRST CENTER CAPITAL MEMBERSHIP AGREEMENT**

**THIS MEMBERSHIP AGREEMENT** (“Agreement”) is made and entered into as of the 1<sup>st</sup> day of \_\_\_\_\_, 202\_ by and between CITY OF LAKEVILLE, a Minnesota municipal corporation (“Lakeville”) and \_\_\_\_\_, a \_\_\_\_\_, on behalf of its [police department/law enforcement agency] (“Department”) (each sometimes hereinafter called “party,” and both sometimes collectively called “parties”).

### **Recitals**

A. Lakeville owns and operates FiRST Center, a training facility designed for use by public safety first responders (“FiRST Center”). FiRST Center is located at 7777 – 214<sup>th</sup> Street, Lakeville, MN 55044.

B. The construction of FiRST Center was funded, in part, by a grant from the State of Minnesota Department of Public Safety and is subject to the terms and conditions of a General Funds Grant Agreement Construction Grant for the Lakeville Regional Public Safety Training Center (the “Grant”). The Grant was authorized by Minnesota Laws 2023, chapter 72, Art. 2, Sec. 6 for the purpose of providing training facilities for first responders serving the south portion of the Twin Cities metropolitan area and adjacent cities and counties.

B. FiRST Center includes a variety of separate training spaces, each of which Lakeville makes available for rental. FiRST Center is intended primarily for use by law enforcement agencies and sworn peace officers, but portions of the facility are available for use by non-law enforcement governmental agencies.

C. Lakeville offers two levels of memberships to governmental entities: Capital Membership and Preferred Membership. The purchase of a membership entitles the member government entity with preferred scheduling, pricing and other benefits.

D. Department desires to purchase a membership in FiRST Center at the Capital Membership level.

E. This Agreement is entered into for the purposes of carrying out the purpose for which the Grant was allocated, as set forth at Recital B above and pursuant to Minn. Stat. § 471.59.

### **Capital Membership Terms and Conditions**

1. **Term of Agreement; Termination.** This Agreement is effective as of the date written above and has a term of ten (10) years. Department may terminate this Agreement early by providing written notice to Lakeville of its intent to terminate, not less than 12 months in advance of the effective date of termination; provided: (1) no termination may be effective within the first five (5) years of this Agreement; and (2) the annual membership fee for 12 months preceding the early termination date will be 100% of the amount required by section 4(b) of this Agreement. Lakeville may terminate this Agreement if: (a) there is a material default by

Member that remains uncured after 30 days' written notice from Lakeville to Member or (b) the specific purpose for which the Grant was allocated is terminated or changed.

2. **Definitions.** For purposes of this Agreement, the terms below have the meanings ascribed to them:

“Capital Member” means any government entity that has purchased a membership for its law enforcement agency at the Capital Membership level. All references to “Capital Member” in this Agreement include the Department.

“Department” means the police department or other law enforcement agency of the government entity identified above.

“Space” means any of the individual spaces described in section 5 of this Agreement, any two or more of which are collectively referred to as “Spaces.”

“General Schedule” means the schedule of normal operating hours for FiRST Center, during which non-member law enforcement agencies, non-member governmental entities, and members of the public may reserve FiRST Center Spaces.

“Preferred Member” means the law enforcement agency of any government entity that has purchased a membership at the Preferred Membership level.

“Authorized Agency Representatives” or “AARs” are those employees designated by Department to oversee Users’ use of the Center, as provided in section 3(b) of this Agreement.

“Users” means every sworn peace officer who is an employee of Department and those non-sworn employees of the Department as authorized by the Department’s chief law enforcement officer, each of whom is a “User.”

3. **Roster of Users; Authorized Agency Representatives; Responsibilities.**

- a. This Agreement allows Users to access the Center outside of normal business hours. The parties agree that, for the security of the Center and all persons using the Center, it is essential that Department provide Lakeville with a roster of all Users in its employ and maintain that roster as current by promptly notifying Lakeville of any changes in the roster. When possible, Department must notify Lakeville at least three business days in advance of the date that a User will separate from employment with Department; and in all other cases Department must notify Lakeville as soon as practicable of the User’s separation from employment.
- b. Department must designate one or more AARs who will coordinate the use of the Center by Department and its Users. At least one AAR must be present in each space(s) when Department or any of its Users accesses the Facility in the absence of FiRST Center Staff, whether during or after normal operating hours. Lakeville

will provide each AAR with mandatory orientation and instruction on the Center and its operations. Lakeville will provide each AAR with a key fob for access to the Center, to be used only by the AAR. AARs are prohibited from sharing the key fob with any other person. Only AARs may reserve Spaces for use by the Department or Users.

c. AARs have the following responsibilities:

- (1) Providing each User with a copy of the rules and regulations issued by Lakeville for the use of FiRST Center, prior to the User's use of the FiRST Center.
- (2) Obtaining each User's signature on a liability waiver form issued by Lakeville, prior to the User's first use of the FiRST Center. AARs must provide the original executed waiver form to the FiRST Center manager, and must maintain a copy for Member's use.
- (3) Each AAR shall be responsible for ensuring that all Spaces used by the Department or its Users are properly cleaned and reset after each use. This includes removal of trash/brass/debris, sanitization of surfaces, floors, and equipment, and restoration of the Space to its original condition. Lakeville will provide each AAR with training on the use of cleaning equipment and procedures. AARs must follow all cleaning protocols as instructed by the Lakeville FiRST Center Manager.

4. **Membership Fees.** Department agrees to pay the following membership fees:

- a. Initiation fee. Within thirty (30) days after the date of this Agreement, Department agrees to pay Lakeville a one-time, nonrefundable initiation fee of Ten Thousand and No/100ths Dollars (\$10,000.00).
- b. Annual membership fees. Department agrees to pay an annual membership fee to Lakeville equal to One Thousand One Hundred and No/100ths Dollars (\$1,100.00) for each sworn peace officer that the Department is authorized to employ at the time payment is made, regardless of whether all authorized positions are filled. There are no mid-year adjustments to annual membership fees, regardless of whether the Department's authorized roster increases or decreases.
  - (1) Every payment of annual membership fees must be accompanied by verification of the Department's authorized number of sworn officers and a current roster of all Users for the Department.
  - (2) The initial payment of membership fees is due within thirty (30) days of the date of this Agreement, and the fees shall be prorated for any partial calendar year. Payments for subsequent calendar years are due on or before January 5 of the

calendar year to which the payment will apply. The payment for the last calendar year of this Agreement shall be prorated to the termination date.

- (3) The per-User rate of \$1,100.00 will automatically increase by a percentage as provided in this clause, as of the anniversary date of this Agreement, and the annual payments must reflect the price adjustment for the applicable portion of each calendar year. For the second through fifth years of this Agreement, the annual increase will be three percent (3%); for the sixth through tenth years of this Agreement; the annual increase will be determined by Lakeville and will be not less than three percent (3%) and not more than five percent (5%). Lakeville will provide Member with notice of rate changes by August 1 of the year preceding the effective date of the rate change.

- c. In consideration of the initial fee and the annual membership fee, Department is entitled to priority scheduling of Spaces in accordance with section 6 of this Agreement, at no additional charge.

5. **Available Spaces and Use Segments.** The following Spaces within FiRST Center are available for use by Department as provided in this Agreement:

- a. 12-Lane, 50-yard gun range (“50-yard Range”). The 50-Yard Range is intended for use primarily by law enforcement agencies and their sworn peace officer employees. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 50-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- b. 6-Lane, 25-yard gun range (“25-yard Range”). The 25-Yard Range is intended for use by law enforcement agencies and members of the general public. It is available for priority scheduling by the Lakeville Police Department, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The 25-Yard Range may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- c. Two rooms are available for classroom training, each of which can accommodate up to 57 persons, or when combined, up to 114 persons (collectively, the “Classrooms,” and individually, a “Classroom”). The Classrooms are intended for use by law enforcement agencies, non-law-enforcement governmental entities, and members of the general public. They are available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members, and Preferred Members in accordance with

Section 6 below. During the priority scheduling period, Capital Members shall be allotted 2.0 hours per authorized sworn officer per calendar year. A Classroom may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours. When both Classrooms are reserved concurrently, each Classroom will count separately toward the total allotted hours (i.e., one hour per Classroom).

- d. Defensive Tactics/Mats room (“Mats Room”). The Mats Room is 1,503 square feet in size with wall pads and floor mats. The Mats Room is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The Mats Room may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- e. Virtual reality training area (“VR Area”). The VR Training Area is a purpose-built environment designed to immerse officers in realistic, scenario-based training through the use of cutting-edge virtual reality technology. The VR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.0 hours per authorized sworn officer per calendar year. The VR Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.
- f. Indoor reality-based training area and outdoor training area (“IR Area”). The IR Area is a two-story reality-based training space featuring flexible wall systems that simulate a variety of commercial and residential environments, with customizable lighting and sound options. The IR Area is intended for use by law enforcement agencies and their sworn peace officer employees and by fire departments and their firefighters. It is available for priority scheduling by the Lakeville Police and Fire Departments, Capital Members and Preferred Members in accordance with section 6 below. During the priority scheduling period Capital Members shall be allotted 1.5 hours per authorized sworn officer per calendar year. The IR-Area may be reserved for a minimum of four (4) hours during the designated weekday time blocks of 8:00 a.m. to 12:00 p.m. or 12:00 p.m. to 4:00 p.m. Reservations beginning after 4:00 p.m. do not require a minimum number of hours.

6. **Priority Scheduling.** Lakeville will make FiRST Center Spaces available for priority reservation by the Lakeville Police and Fire Departments, Capital Members and Preferred

Members, as provided in this section. Lakeville will follow the process described below during the entire term of this Agreement but may modify the specified dates for the first calendar year of the Center's operation, which is expected to be a partial calendar year.

- a. No later than November 1 of each year, each Capital Member must notify Lakeville of its requested priority reservation times and dates for each Space.
- b. Lakeville staff shall review the schedules requested by all Capital Members and shall work in good faith with the law enforcement agencies of all Capital Members to resolve any scheduling conflicts. Each Capital Member agrees to work promptly and in good faith with Lakeville staff and any Capital Members to resolve scheduling conflicts.
- c. Lakeville, in its sole discretion, shall make a scheduling determination for any unresolved scheduling conflicts among Capital Members by December 1 of each year and shall notify Capital Members of the schedule.
- d. After the schedule for Capital Members is determined, Lakeville will follow a similar process for Preferred Member reservations. After the schedule for Preferred Members is determined and prior to the next calendar year, Lakeville will release the General Schedule for the FiRST Center for the upcoming calendar year.

7. **Use in Addition to Priority Scheduling.** In addition to the Department's priority reservations, the Department is allowed to use FiRST Center Spaces as follows:

- a. Subject to paragraph (c) of this section, any of Department's AARs may reserve any of the Spaces from the General Schedule or after normal operating hours for use by the Department, with no limitation on the number of hours, and at no additional cost to Department. All reservations made under this provision are subject to the provisions of section 8 of this Agreement.
- b. Based on availability, any of Department's AARs may make reservations from the General Schedule or after normal operating hours for use by an individual User of a lane at the 25-Yard Range or 50 Yard Range, with no limitation on the number of hours, and at no additional cost to Department. Reservations made from the General Schedule under this provision are subject to the provisions of section 8 of this Agreement, but after-hours reservations made under this provision are not subject to section 8.
- c. Reservations under this section may be made no more than fourteen (14) calendar days in advance of the reservation date and are subject to availability. The Center's facility manager may waive the fourteen-day limitation when the manager determines it is in the FiRST Center's interest.

8. **Unused Reservations.** Department may not assign or sublet its reservations to anyone. Department may return reserved Spaces and, subject to availability, reschedule by providing 30 days' advanced written notice to Lakeville prior to the scheduled reservation. Department agrees to pay a fee equal to one-half the normal rental rate for the rescheduled time. If Department fails to provide the required notice and fails to use a reserved Space, Department agrees to pay Lakeville for the unused reservation at the established rental rate for the unused Space(s). In its sole discretion, Lakeville may waive the provisions of this paragraph for reservations that are cancelled due to a public safety emergency.

9. **Storage.** Department will be provided with dedicated storage space at FiRST Center for Department's ammunition and related supplies.

10. **Rules and Regulations.** Lakeville may issue rules and regulations related to the use of FiRST Center. Member is responsible for ensuring that its officials, employees, volunteers, members, guests and invitees comply with FiRST Center's rules and regulations and applicable city ordinances and state and federal laws while using FiRST Center.

10. **Insurance.** Lakeville and Member each agree to maintain comprehensive liability insurance, or its equivalent, protecting it from claims for damages for bodily injury and property damage in the minimum amount of \$1,500,000 per occurrence; \$2,000,000 annual aggregate. Member agrees to maintain workers' compensation coverage as required by law for all employees using the FiRST Center.

11. **Indemnification.** Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The liability of Minnesota State shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732 and 3.736, et seq., and other applicable law.

- a. **Waiver and assumption of risk.** Member understands and acknowledges the risk and hazards associated with using FiRST Center and hereby assumes any and all risks and hazards associated therewith. Member agrees that each User hereby irrevocably waives any and all claims against Lakeville and its officials, employees or agents for any bodily injury, including death, loss or property damage incurred by User as a result of using the FiRST Center and hereby irrevocably releases and discharges Lakeville and any of its officials, employees or agents from any and all claims of liability. This section does not apply to claims for bodily injury, including death, or property damage that directly result from a hazardous condition of the property attributable to the negligent acts or omissions of Lakeville, its officials, employees or agents.

12. **General Provisions.**

- a. **Notices.** All notices or communications required or permitted pursuant to this Agreement shall be either hand delivered or mailed to the Lakeville and Member by, certified mail, return-receipt requested, at the following address:

**Lakeville:** Lakeville FiRST Center  
Attn: FiRST Center Manager  
7777 214<sup>th</sup> St W  
Lakeville, MN 55044

**User:** \_\_\_\_\_  
Attn: \_\_\_\_\_  
\_\_\_\_\_

Either party may change its address by written notice delivered to the other party pursuant to this section.

- b. **Non-Assignability.** This Agreement may not be assigned by either party.
- c. **Amendment.** Any alteration, amendment, variation, modification or waiver of the provisions of the Agreement shall be valid only after it has been reduced to writing and signed by the parties.
- d. **No Waiver.** The waiver of any of the rights and/or remedies arising under the terms of this Agreement on any one occasion by any party hereto shall not constitute a waiver or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.
- e. **Governing Law and Venue.** This Agreement shall be interpreted and construed according to the laws of the State of Minnesota, without regarding to choice of law provisions. Any civil action shall be venued in Dakota County district court.
- f. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.
- g. **Captions and Headings.** Captions and headings used in the Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of the intent of this Agreement.

*[signature pages follow]*



## Signature Page - Lakeville

By: \_\_\_\_\_  
(Name of person signing)  
Its:

**Signature Page – Member**

\_\_\_\_\_

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

Its: \_\_\_\_\_

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

Its: \_\_\_\_\_