

## Disaster Training Centers Use Agreement

This Disaster Training Centers Use Agreement (hereinafter referred to as the “Agreement”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between Arkansas State University – Jonesboro, an agency of the State of Arkansas and an institution of higher education, acting by and through its Regional Center for Disaster Preparedness Education, and \_\_\_\_\_, (hereinafter referred to as “Requesting Agency”), for the use of Arkansas State University – Jonesboro’s training facilities and program, commonly known as the “Disaster Training Centers”. The parties do hereby agree as follows:

### General Terms and Conditions

- 1. Services and Facilities.** The Disaster Training Centers (hereinafter referred to as “DTC”) provides state of the art training facilities to all emergency response and support agencies, whether in one of its classrooms or on any of the training venues. DTC is a multi-use, fully functional training complex for local, state, and federal responders, Emergency Management professionals, public and private industry safety professionals, and military operations in support of civil authorities. DTC is designed as a small city and is best utilized as such in full scale drills and multi-agency, integrated exercises. The training complex is available to all disciplines and training levels, from the novice to the expert.
- 2. Definitions.**
  - a. Agreement means this Facility Use Agreement, including all documents attached or incorporated by reference, and any amendments executed in accordance with this Agreement.
  - b. Requesting Agency means the entity requesting and funding use of facilities and/or services under this Facility Use Agreement from DTC, and includes the Requesting Agency’s officers, directors, trustees, employees, and/or agents unless otherwise stated in this Agreement. For purposes of this Agreement, the Requesting Agency shall not be considered an employee or agent of DTC.
  - c. DTC means Arkansas State University – Jonesboro, Regional Center for Disaster Preparedness Education, DTC, and its managers, officers, employees, and/or agents. DTC is not an employee or agent of the Requesting Agency.
- 3. Scope of Performance.** Based on availability, DTC shall provide the use of its facilities and other services to the Agency as requested. These facilities and services include:
  - a. Main facility classrooms, conference room, break room and area, observation deck, and shower/locker rooms.
  - b. Hands-on training venues including but not limited to Tornado Alley, Earthquake Alley, Flood Zone, Farm Medic Site, Railroad & Hazmat Accident Site, Urban Village, Technical Rescue, Collapsed Structures, Pipeline, Open/Wooded Area Search, and Aircraft Fuselage. This also includes all other training venues under construction or in concept.
  - c. Provide local civilian and military points of contact for coordination of students’ overnight lodging.

- d. Provide local civilian and military points of contact for coordination of students' meals for consumption on DTC complex during training.
- e. Provide other services as requested for Incident Command Center, Command and Control, or Research/Observation.
- f. When fully executed, this Agreement replaces any other agreement between the parties on this subject.

**4. Request for Use of Facilities.** The Requesting Agency must make all requests for DTC use based on the facility requested:

- a. All Main Building facilities (Classroom & Research): No less than fifteen (15) business days in advance of proposed facility use.
- b. All hands-on Training Venues: No less than thirty (30) calendar days in advance of proposed venue use.
- c. Coordination of overnight lodging and meals: As long of a lead time as possible due to the coordination with external agencies for provision of services.
- d. DTC reserves the right, in its reasonable discretion and where feasible, to waive the advance request requirements set forth herein.
- e. The Requesting Agency shall make requests to use specific facilities available at DTC by use of the DTC Use Request Form, attached hereto as Addendum A. The Requesting Agency shall make their request in writing and must complete the DTC Use Request Form, ensuring that all requested information is provided. This includes providing primary and alternate training dates. Addendum A is incorporated herein and shall be given the same force and effect as if set forth herein word for word.
- f. If available, DTC shall notify the Requesting Agency in writing in order to confirm the Requesting Agency's use of the requested facility. DTC reserves the right to cancel any registration or reservation should DTC mission needs require any facility's use or deployment of DTC staff or deployable resources. DTC shall notify the Requesting Agency of any such cancellations as soon as possible to minimize overall impact. Based on the proximity to and utilization of Walnut Ridge Airport land for DTC Training, if and at any time the Airport has incoming flights or other restrictions requiring the suspension of training at DTC, the DTC Training Manager (hereinafter referred to as "DTM") will halt and suspend all activities for the duration of the Airport event.
- g. The DTM has the final decision-making authority for resolving any and all scheduling conflicts.

**5. Block Scheduling.** Certain periods of time each Training Year is reserved for certain Arkansas agencies and organizations. Refer to the MASTER CALENDAR located on the Disaster Preparedness and Emergency Management website (<http://www.astate.edu/college/conhp/departments/disaster-preparedness/dtc/index.dot>) to ensure that the desired date(s) and/or time(s) are available for scheduling. This calendar shall be updated as soon as practicable, is subject to change, and is in no way intended to be binding as to when DTC may be available.

**6. Priority of Use.** Requests by more than one Agency to use DTC facilities or services shall be determined by the DTM in accordance with the Priority of Use matrix, attached and hereinafter referred to as Appendix A. The DTM has the final decision-making authority for determining priority of use.

7. **Augmented Staff.** If a training event, drill, and/or exercise are deemed to be of size or scope to potentially overwhelm the existing DTC staff, the DTM may require the Requesting Agency to support DTC staff with a contingent of qualified personnel to support with the overall conduct of the training event. The number and qualifications of Requesting Agency personnel shall be established during the scheduling coordination process.
8. **Facility Regulations.** The Requesting Agency shall abide by all DTC Facility Use Regulations while using DTC facilities under this Agreement. The *DTC Facility Use Regulations* are attached and hereinafter referred to as Appendix B to this Agreement. Appendix B is hereby incorporated into these General Terms and Conditions and given the same force and effect as if set forth herein word for word. The Requesting Agency acknowledges that DTC shall not tolerate unruly behavior, including but not limited to horseplay, roughhousing, or any other behavior that detracts from the training or participant safety. The Requesting Agency and its members shall make every effort to ensure their own safety and the safety of others. If DTC determines that this Section has been violated by the Requesting Agency, DTC may stop all Requesting Agency training taking place under this Agreement, order the Requesting Agency off of DTC premises and property, and restrict the Requesting Agency from the future use of DTC facilities.
9. **Insurance Requirements for Training Venue Use.** If the Requesting Agency will use any available hands-on Training Venue, existing or yet developed, at any time during the period of this Agreement, the Requesting Agency shall obtain and maintain, in advance of the use by Requesting Agency of the DTC, and provide a copy to Arkansas State University – Jonesboro, a certificate of insurance, listing Arkansas State University – Jonesboro as an “Additional Insured”, with respect to the liability assumed by Requesting Agency. The minimum insurance coverages set forth herein to cover against claims for personal injury, death, or property damage occurring upon, in, or about the DTC, including the parking lot, sidewalks, entrances, hallways, rooms, facility, and points of ingress or egress, before, during, or after that activities. By requiring such minimum insurance, Arkansas State University – Jonesboro shall not be deemed or construed to have assessed the risk that may be applicable to the Requesting Agency because of its use of the DTC. Requesting Agency shall assess its own risks, and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Requesting Agency is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, durations, or types. Requesting Agency shall obtain and maintain:
- a. COMMERCIAL GENERAL LIABILITY\* – ISO FORM CG 00 01 OR ITS EQUIVALENT.
    - 1. COVERAGE TO INCLUDE:
      - a. PREMISES AND OPERATIONS
      - b. PERSONAL INJURY/ADVERTISING INJURY
      - c. PRODUCTS/COMPLETED OPERATIONS
    - 2. WITH MINIMUM LIMITS AS FOLLOWS:
      - a. GENERAL AGGREGATE \$2,000,000.00.

- b. PRODUCTS/COMPLETED OPERATIONS AGGREGATE \$2,000,000.00.
    - c. EACH OCCURRENCE LIMIT \$1,000,000.00.
    - d. PERSONAL/ADVERTISING INJURY \$1,000,000.00.
    - e. DAMAGE TO RENTED PREMISES \$50,000.00.
    - f. MEDICAL PAYMENTS (ANY ONE PERSON) \$5,000.00.
  - 3. IF MINOR PARTICIPANTS ARE INVOLVED IN LESSEE ACTIVITIES THE CGL POLICY SHALL ALSO INCLUDE SEXUAL ABUSE AND MOLESTATION (SAM) COVERAGE WITH MINIMUM LIMITS OF \$1,000,000; IF THE POLICY EXCLUDES THE COVERAGE, LESSEE MUST PROVIDE SEPARATE SEXUAL MOLESTATION AND ABUSE COVERAGE WITH MINIMUM LIMITS OF ONE MILLION DOLLARS (\$1,000,000.00).
- b. AUTOMOBILE LIABILITY –
  - 1. COVERAGE TO INCLUDE:
    - a. OWNED VEHICLES
    - b. LEASED VEHICLES
    - c. HIRED VEHICLES
    - d. NON-OWNED AND EMPLOYEE NON-OWNED VEHICLES
    - e. PERSONAL INJURY PROTECTION (WHERE APPLICABLE)
  - 2. WITH MINIMUM LIMITS AS FOLLOWS:
    - a. BODILY INJURY/PROPERTY DAMAGE (EACH ACCIDENT) \$1,000,000.00.
- c. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY
  - 1. WITH MINIMUM LIMITS AS FOLLOWS:
    - a. COVERAGE A (WORKERS' COMPENSATION) STATUTORY
    - b. COVERAGE B (EMPLOYERS' LIABILITY) \$100,000.00/\$500,000.00/\$100,000.00
- d. ADDITIONAL REQUIREMENTS
  - 1. THE COMMERCIAL GENERAL LIABILITY (CGL) POLICY SHALL NAME ARKANSAS STATE UNIVERSITY, ITS TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS AS ADDITIONAL INSURED WITH RESPECT TO THE LIABILITY ASSUMED BY LESSEE ON ISO ENDORSEMENT CG 20 11 ADDITIONAL INSURED– MANAGERS OR LESSORS OF PREMISES OR ITS EQUIVALENT.
- e. ALL POLICIES
  - 1. MUST BE WRITTEN ON A PRIMARY BASIS, NON-CONTRIBUTORY WITH ANY OTHER INSURANCE COVERAGES AND/ OR SELF-INSURANCE CARRIED BY ARKANSAS STATE UNIVERSITY.
  - 2. NOTICE OF CANCELLATION: IN THE EVENT OF A CANCELLATION OF REQUESTING AGENCY'S INSURANCE, NOTICE THEREOF WILL BE PROVIDED IN ACCORDANCE WITH LESSEE'S POLICY PROVISIONS. SUCH NOTICE SHALL

BE SENT DIRECTLY TO ARKANSAS STATE UNIVERSITY  
DEPARTMENT OF DISASTER PREPAREDNESS AND  
EMERGENCY MANAGEMENT.

- f. ADDITIONALLY, REQUESTING AGENCY WILL USE COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL THIRD-PARTIES (SUB-CONTRACTORS, VENDORS, ETC.) USED BY REQUESTING AGENCY HAVE INSURANCE SUFFICIENT TO COMPLY WITH THE COVERAGE AND LIMIT REQUIREMENTS OUTLINED IN THIS AGREEMENT.
- 10. Facilities and Services.** Requesting Agency shall be permitted to utilize the designated facilities of the DTC for the term as set forth in Addendum A. This time includes the time allowed for setup and cleanup by the Requesting Agency for the training event or scenario.
- 11. Fees.** The Requesting Agency shall reimburse DTC for services and/or products rendered under the terms of this Agreement according to the rates and fees established by the DTM at the time of the service. The fee schedule is based on certain cooperative use agreements, and the cost of materials and supplies, and, as such, subject to change. For the purposes of this Agreement, Requesting Agency shall remit the amount of indicated on Addendum A, plus the actual cost of materials consumed during training as payment for the services rendered or products made available by DTC. Such materials shall include, but shall not be limited to, concrete, steel, wood, fasteners, desks, tables, chairs, and automobile bodies.
- 12. Payment of Services.** DTC shall bill the Requesting Agency once thirty (30) calendar days before the scheduled training, as defined in Section 10 herein. DTC shall send billings to the Requesting Agency bill address identified on the DTC Use Form (DC Form 001). The Requesting Agency shall reimburse DTC within seven (7) days prior to the scheduled training at DTC. Cash will not be accepted. Payment shall be in the form of a check or money order made payable to Arkansas State University – Jonesboro, and shall reference this Agreement for the use of DTC. Direct deposit and payment by major credit card are also accepted. Coordinate with DTC staff for direct deposit instructions. DTC will bill the Requesting Agency within thirty (30) days following the scheduled training for any materials consumed during the scheduled training. Payment for any materials consumed shall be due no later than fifteen (15) days following the date of the invoice.
- 13. In-kind Contributions.** DTC accepts In-kind Contributions as a form of payment from Arkansas First Responders and Arkansas National Guard units. This type of contribution is specified as contributions other than monetary contributions. Examples of In-kind Contributions accepted are infrastructure support and materials, transportation, office supplies support, equipment and vehicles support, grounds maintenance, training venue planning, construction, and maintenance. If the Requesting Agency desires to use In-kind Contributions as a form of payment, Requesting Agency shall coordinate this with the DTM during the scheduling coordination process.
- 14. Assignment.** The rights, obligations, responsibilities, work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express written consent of the other party.

- 15. Agreement Alterations and Amendments.** DTC and the Requesting Agency may mutually amend this Agreement. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind DTC and the Requesting Agency.
- 16. Compliance with Civil Rights Laws.** During the period of performance for this Agreement, both parties shall comply with all applicable Federal and State laws, including but not limited to all nondiscrimination laws.
- 17. Dispute Resolution.** In the event a dispute arises under this Agreement, resolution shall be determined by a Dispute Board in the following manner: Arkansas State University – Jonesboro shall appoint a member to the Dispute Board. The Requesting Agency shall appoint a member to the Dispute Board. Arkansas State University – Jonesboro and the Requesting Agency shall jointly appoint a member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be provided in writing to both parties. If either party does not agree with the determination of the Dispute Board, the party may seek to exercise its rights under the law.
- 18. Governing Law.** This Agreement shall be governed in all respects by the laws of the State of Arkansas. The parties do hereby agree that the courts of the State of Arkansas located in Pulaski County shall have jurisdiction for any action hereunder against Requesting Agency, and any claim against Arkansas State University – Jonesboro is subject to the exclusive jurisdiction of the Arkansas State Claims Commission, to which the parties do hereby irrevocably consent.
- 19. Indemnification.** The Requesting Agency shall be responsible for and shall indemnify and hold DTC harmless for all claims resulting from the acts or omissions of the Requesting Agency, its employees, representatives, agents, and invitees.
- 20. Waiver of Claims and Release.** The Requesting Agency shall ensure that each participant in the training event invited or permitted to attend by the Requesting Agency shall execute and return the “Release of Civil Claims and Indemnity Agreement”, attached as Appendix C to this Agreement. A fully executed release from each participant shall be presented to the DTM, or his/her designee, prior to any participant being permitted to join the training event.
- 21. Maintenance of Records.** During the term of this Agreement and for five (5) years following termination or expiration of this Agreement, both parties shall maintain records sufficient to document performance of all acts required by statute, regulation, rule, or this Agreement; substantiate the parties’ statement of its organization’s structure, tax status, capabilities, and performance; and, demonstrate accounting procedures, practices, and records which sufficiently and properly document DTC’s invoices to the Requesting Agency and all expenditures made by DTC to perform as required by this Agreement.
- 22. Order of Precedence.** In the event of any inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order to: applicable Federal and State law, regulations, and rules; any other provision of this Agreement; and, any document incorporated by reference.

**23. Personnel.** DTC employees performing work under the terms of this Agreement shall be under the direct supervision and control of the DTM or designee, and shall perform duties required under this Agreement in a manner consistent with DTC policy and regulations, and applicable Federal, State, and local laws. The assignment of DTC personnel under this Agreement shall be at the discretion of Arkansas State University – Jonesboro, the Regional Center for Disaster Preparedness Education, the DTM, or designee.

**24. Responsibility for Property Damage.** The Requesting Agency shall be responsible for the actual costs for the repairs of any damage resulting from the Requesting Agency's use of any DTC facility under this Agreement. This includes, but is not limited to, damage to training venue props, facilities, roads, grounds, and all other infrastructure located at the DTC complex.

**25. Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end, the provisions of this Agreement are declared to be severable.

**26. Cancellation.** Except as otherwise provided in this Agreement,

- a. Requesting Agency may cancel the scheduled use contemplated herein upon:
  - i. More than sixty (60) calendar days' written notification prior to the date of the scheduled use. If this Agreement is so terminated, both parties shall be relieved from any and all obligations to perform as contemplated herein.
  - ii. No less than sixty (60) calendar days' written notification prior to the date of the scheduled use. If this Agreement is so terminated, Requesting Agency shall be responsible for payment of ten percent (10%) of the total amount agreed upon for this Agreement.
  - iii. No less than thirty (30) calendar days' written notification prior to the date of the scheduled use. If this Agreement is so terminated, Requesting Agency shall be responsible for payment of fifty percent (50%) of the total amount agreed upon for this Agreement.
  - iv. Less than thirty (30) calendar days' written notification prior to the date of the scheduled use. If this Agreement is so terminated, Requesting Agency shall be responsible for payment of one hundred percent (100%) of the total amount agreed upon for this Agreement.
- b. Arkansas State University – Jonesboro may cancel the scheduled use contemplated herein at any time in the event of:
  - i. Emergency, as determined by DTM, in DTM's reasonable discretion;
  - ii. An urgent request by another entity which is ranked higher than the Requesting Agency, based on priority of use; or
  - iii. Breach of this Agreement by Requesting Agency.

In the event of the cancellation by Arkansas State University – Jonesboro for any reason other than upon breach of this Agreement by Requesting Agency, Arkansas State University – Jonesboro shall work cooperatively with Requesting Agency to select alternative dates for Requesting Agency to make use of the facilities as contemplated herein.

**27. Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in writing and signed by an authorized representative of the party and attached to the original Agreement.

**28. Final Agreement.** This Agreement is the final agreement by the parties and replaces any other previous agreement, written or oral, between the parties on this subject.

**CERTIFICATION:**

The undersigned agrees to the terms and conditions as stated in this DTC Facility Use Agreement, including all appendices and addendums, during our scheduled training event at DTC, Walnut Ridge, and/or Imboden, Arkansas. Furthermore, the undersigned shall ensure that all members of the Requesting Agency are aware and comply with the terms and conditions stated here within.

This \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed/typed Name of Authorized Official

\_\_\_\_\_  
Position or Rank of Authorized Official

\_\_\_\_\_  
Requesting Agency

**Arkansas State University – Jonesboro**

\_\_\_\_\_  
**Len Frey, Ph.D.**  
**Executive Vice Chancellor for Finance and Administration**



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**Date**

## **Appendix A PRIORITY OF USE MATRIX**

The priority for use of any and/or all DTC training venues, including the Main Building classroom(s) shall be, respectively:

- a. Large full scale drills / exercises involving multiple Arkansas first responder jurisdictions / agencies in any joint, integrated training event.
- b. Arkansas first responder jurisdiction/agency conducting regular (annual, semi-annual, quarterly, etc.) training events.
- c. Arkansas first responder single jurisdiction/agency.
- d. Arkansas National Guard.
- e. DTC Business Partners (private industry entities who have partnered with DTC by providing training venue support, in the entirety or a portion thereof).
- f. Arkansas non-first responder jurisdictions, agencies, and/or private industry.
- g. Out of state jurisdictions, agencies, and/or industry, including local, state, federal and private entities.

The DTM has the final decision-making authority for determining priority of use.

## **Appendix B DTC Facility Use Regulations**

### **1. General Rules for All Facilities**

- a. Safety is the first concern while using DTC facilities.
- b. Report ALL injuries to the DTC Main Building IMMEDIATELY, regardless of how minor.
- c. The Requesting Agency must check in at the DTC Main Building prior to beginning training and check out with DTC staff at the conclusion of training.
- d. The Requesting Agency must ensure that all trash has been placed in appropriate trash containers and that the facility configuration is returned to its original condition at the end of training period. A joint inspection of the training facility used will be conducted by DTC staff and the Requesting Agency Instructor in Charge.
- e. **No smoking** is permitted at any time on the premises. E-Cigarettes are also prohibited at all times.
- f. Alcoholic beverages and illegal drugs are not allowed on the DTC property at any time. Individuals with any indication of alcohol on their breath or presumed under the influence of illegal drugs during training operations will be immediately dismissed from the premises.
- g. The DTM has the final decision authority in determining if the Requesting Agency is complying with these Facility Use Regulations and may suspend the Requesting Agency's use of DTC facilities if he/she determines that the Requesting Agency is not in compliance.
- h. DTC houses a deployable resources cache for Arkansas Department of Emergency Management. In the event of a real world event, the DTM reserves the right to suspend or halt any or all training, load those training resources and/or assets, whether scheduled for use or not, and deploy those resources and/or assets to locations specified in the Mission Tasking Order issued by the State Emergency Operations Center (SEOC). Depending on the situation and the nature of the emergency, this includes cancelling all scheduled training and closing the complex until completion of the mission.
- i. Hazardous substances and/or materials are not allowed on DTC. Samples used in the course of training may be used with certified instructors and written consent of DTM.
- j. Any fuel spills or spills of other flammable/hazardous substance on DTC property will be immediately reported to DCM. Requesting Agency is responsible for spill containment and clean-up, including all associated costs that DTC incurs as a result of a spill.

### **2. Main Building Classrooms and Facilities**

Requesting Agency shall:

- a. Reconfigure classrooms, conference room, and/or break room to the original configuration at the end of the training period.
- b. Ensure that all materials are removed, all trash is removed and taken to the dumpster, and all floors are clean at the end of each day's training. This includes the Break Room area if used during the course of training.
- c. Not open classroom windows or block open emergency fire door exits.
- d. Ensure that all audio-visual and computer equipment is turned off and the projector screen is raised to its stowed position at the end of each day's training.
- e. The Requesting Agency's point of contact must check out with DTC staff at the end of training. An inspection of the facility(ies) used for training will be conducted jointly with DTC

staff and the Requesting Agency point of contact following any training event using the Main Facility.

### **3. All Training Venues**

a. Safety is everyone's responsibility on any training venue. If any training participant observes an unsafe situation or condition on any training venue, that individual must immediately call a stop to training and notify the Instructor in Charge or the Safety Officer.

b. The Requesting Agency is responsible for providing medical support during use of any training venue that is external to the Main Facility. Medical support must include at least two (2) Emergency Medical Technicians with current certifications and training, a medical bag that is appropriately stocked with emergency medical supplies, and an authorized means of emergency medical transportation (emergency vehicle with emergency lights and siren). In the event that a patient must be transported from DTC, the Requesting Agency is responsible for ensuring that back up medical support meeting these requirements is available and on site before resuming training. Otherwise, training must cease until appropriate medical support for the Requesting Agency returns to the DTC complex. For those units without organic or internal medical support capability, Walnut Ridge Fire Department may be available with advance notification and for a support fee.

c. Appropriate personal protective equipment (PPE) must be worn during the conduct of all training. The Requesting Agency is responsible for ensuring that all members bring their own PPE to training. Limited PPE is available from DTC.

d. The Requesting Agency must identify the Instructor in Charge and the Safety Officer to DTC personnel during check in prior to training. Instructor in Charge and the Safety Officer must remain on site throughout the course of training. Regardless of reason, if either one must leave the training venue, all training operations will cease immediately until their return, unless another equally qualified individual is identified to the training participants and DTC staff.

e. Simunitions, M84 stun grenade (flash/bang), paintball, blanks, smoke grenades, simulators (hand grenade), and Airsoft are authorized for use in and around the structures of all training venues with prior coordination between the Requesting Agency and DTC staff. Standard safety rules for use of any simunitions will be used throughout the conduct of training. Complete PPE is required with use of Simunitions, flash/bangs, paintball, and/or Airsoft. Simunitions, paintball, and Airsoft PPE are not available from DTC. DTC staff will coordinate with the Walnut Ridge Airport and adjacent business/land-owners and their personnel prior to use of any Simunitions to ensure no conflict with Airport or other Operations.

f. Live fire exercises and use of live ammunition or explosives are expressly prohibited on the DTC complex.

g. Use of smoke generating machines, dry ice machines, and similar machines are authorized with coordination between the Requesting Agency and the DTC staff.

h. When training is taking place with cutting or breaching tools (plasma cutter, torch kit, concrete and/or chain saws, and other such flame and/or spark producing equipment), the Requesting Agency is required to have a minimum of three (3) fire extinguishers per 25 participants available on each training site. A minimum of two (2) individuals per 25 participants will act as fire spotters per training site. Instructors must explain all safety procedures prior to start of training. The Requesting Agency is responsible for clearing the area of scrap metal, slag, and other trash generated during training. Fire extinguishers are available from DTC.

i. The Requesting Agency shall provide Certificate of Insurance or Workers' Compensation Insurance prior to initiation of training. If the Requesting Agency is a volunteer agency (other than volunteer fire service) or other similar entity, individual proof of insurance coverage or Certificate of Personal Insurance is required. If the Requesting Agency is a self-insured entity, the Requesting Agency must describe its financial condition and self-insured funding mechanism if requested by DTC.

j. Each individual participating in training shall complete and sign the Release of Civil Claims and Indemnity Agreement (Appendix C). A copy of the Release of Civil Claims and Indemnity Agreement shall be provided to DTC staff prior to the occupation of any training venue.

**Appendix C**  
**RELEASE OF CIVIL CLAIMS AND INDEMNITY AGREEMENT**

For and in consideration of being permitted to use DTC facilities at the DTC training complex in Walnut Ridge, the State of Arkansas; and understanding I am in no way an employee or agent of the DTC training complex;

I, \_\_\_\_\_,  
*(Please print your full name)*

for myself, my heirs, assigns, or other successors in interest, do hereby release and forever discharge DTC, Arkansas State University, the State of Arkansas, its officers, agents, employees, agencies, and departments from any and all liability for all existing and future claims, damages, and causes of action of any nature whatsoever which I may have or which may cause injury to me or my property or which may otherwise arise as a result of my being a permissive user of DTC training complex facilities, and I do hereby waive any claim against DTC, Arkansas State University, the State of Arkansas, its officers, agents, employees, agencies, and departments for personal injuries, loss of service, property damage, or medical expenses of whatever nature which might arise during or as a result of my being a permissive user of DTC training complex facilities.

Furthermore, I do agree that I will forever protect, defend, hold harmless, and indemnify the DTC training complex, Arkansas State University, the State of Arkansas, its officers, agents, employees, agencies, and departments against any and all claims for damages, judgments, or liabilities by third persons that may occur as a direct or indirect result of my using DTC training complex facilities, including those resulting directly or indirectly from my acts or omissions, from the indemnitee's acts or omissions, or any combination thereof.

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

Signed \_\_\_\_\_

Printed full name \_\_\_\_\_

Witness Signature: \_\_\_\_\_

Printed Witness full name: \_\_\_\_\_

ADDENDUM A  
DISASTER TRAINING CENTERS USE REQUEST FORM

1. Contact Information:

Name of Requesting Agency: \_\_\_\_\_

Contact Person for Requesting Agency: \_\_\_\_\_

Phone Number for Requesting Agency: \_\_\_\_\_

Address for Requesting Agency: \_\_\_\_\_

E-mail Address for Requesting Agency: \_\_\_\_\_

2. Facilities Requesting Agency Seeks to Use (check all that apply):

Imboden Site:  
(Partial Availability)

\_\_\_\_\_ Education

\_\_\_\_\_ High Energy

\_\_\_\_\_ Pavilion (Water Rescue)

\_\_\_\_\_ Wilderness Search and Rescue

\_\_\_\_\_ Tactical

\_\_\_\_\_ Rail

Walnut Ridge Site:  
(Planning Stages)

\_\_\_\_\_ Education

\_\_\_\_\_ Hazardous Materials

\_\_\_\_\_ Tornado

\_\_\_\_\_ Urban/Town

\_\_\_\_\_ Earthquake

\_\_\_\_\_ Agriculture

\_\_\_\_\_ Flood

3. Dates Requested for Use: \_\_:\_\_(am/pm) on the \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, until \_\_:\_\_(am/pm) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

APPROVAL BY DTM

By initial of DTM next to all Requesting Agency's requests for facility use, Arkansas State University – Jonesboro does agree to make said facilities available to the Requesting Agency from \_\_\_\_:\_\_\_\_(am/pm) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, until \_\_\_\_:\_\_\_\_(am/pm) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in exchange for compensation by Requesting Agency to Arkansas State University – Jonesboro, in the amount of \$\_\_\_\_\_. Requesting Agency shall render fifty percent (50%) of the agreed upon compensation upon execution of the Agreement, and shall render the remaining fifty percent (50%) on the day of the scheduled use.

AGREED BY:

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date

On Behalf of Requesting Agency: \_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
Signature of DTM

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name