

RESOLUTION NO. 1732

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF BREMERTON REGARDING USE OF FIREARMS TRAINING FACILITY

WHEREAS, the Fife Police Department conducts annual firearms qualifications and additional firearms training throughout the year to evaluate firearms proficiency and critical decision making; and

WHEREAS, the range facility the Fife Police Department was previously using has been permanently closed; and

WHEREAS, the City of Bremerton's firearms range allows training on handguns, rifles, and less-lethal weapons; and

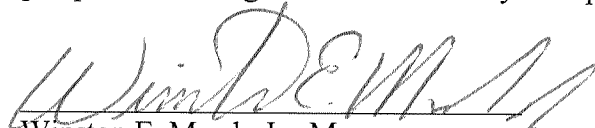
WHEREAS, use of the Tacoma Police Department firearms training facility costs approximately \$100/hour; and

WHEREAS, use of the Bremerton firearms facility is significantly cheaper, at \$100/day; and

WHEREAS, the Council finds it in the best interests of the City and its citizens to enter into such Agreement, now, therefore

BE IT RESOLVED that the City Manager is authorized and directed to execute on behalf of the City the Interlocal Agreement attached hereto as Exhibit A.

ADOPTED by the City Council at an open public meeting held on the 13th day of September, 2016.


Winston E. Marsh, Jr., Mayor

Attest:


Carol Etgen, City Clerk

LICENSE AGREEMENT
Range – Firearms Training

THIS LICENSE AGREEMENT hereinafter referred to as “Agreement”, made and entered into between the **CITY OF BREMERTON**, whose address is 345 Sixth Street, Suite 600, Bremerton WA 98337, hereinafter referred to as “City” and the **CITY OF FIFE**, hereinafter referred to as “Licensee”.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **DESCRIPTION OF PREMISES.** The City hereby grants to the Licensee the following described premises for up to thirty (30) days annually, fifteen (15) days during the initial term of this license, on a space available basis:

FIRING RANGE: located ¼ mile north of the Gold Mountain Golf Course on the old Belfair Highway, 6581 West Old Valley Road, Bremerton, Washington 98312

Licensee acknowledges that the City and other licensees use the Premises. Days of use shall be scheduled thirty (30) days in advance and will be accommodated on a first scheduled basis.

2. **TERM:** This agreement shall become effective on July 1, 2016 ending on December 31, 2016. This agreement shall automatically be renewed on an annual basis unless written notice of termination is given by either party by the preceding month of any such year.
3. **RATE:** The Licensee shall pay the City for use of the premises at the following rate: *One Hundred Dollars and No Cents (\$100.00) per day*, in advance.
4. **EXPENSES:** Licensee shall supply all weapons, ammunition, targets and other supplies used in the target exercise.
5. **MAINTENANCE AND REPAIR:** The City shall, unless herein specified to the contrary, maintain the premises in good repair and condition during the continuance of this agreement, except in case of damage arising from the negligence of the Licensee’s agents or employees. For the purposes of so maintaining the premises, the City reserves the right, at reasonable times, to enter and inspect the premises and to make any necessary repairs to the building. Licensee shall clean up all garbage and debris after use.
6. **TERMINATION:** This agreement may be terminated by either party, without cause, by giving written notice of not less than thirty (30) days prior to the effective date of the termination. Pro-rata refunds for the remaining pre-paid rental term shall be refunded to Licensee should either party initiate termination.

- 7. **RANGE SUPERVISION:** Licensee shall provide and require the presence of a qualified range officer at all times during which the Licensee's personnel are using the premises. To assure safe operations, the Licensee's range officer shall have full authority and responsibility to direct the activities of those using the range and shall halt any activity found to be unduly hazardous.

- 8. **HOLD HARMLESS:** It is understood and agreed that this agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this agreement. Each party hereto agrees to be responsible for its own acts or omissions, or those of its officers, agents, or employees, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the City and the Licensee, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

IN WITNESS WHEREOF the parties hereto have executed this agreement the date and year indicated.

CITY OF BREMERTON

CITY OF FIFE

BY: _____
Patty Lent, Mayor

BY: _____

Date: _____

Date: _____

Departmental Approval:



Steven Strachan, Chief of Police

Date: 06/20/16

Approved As To Form:

Roger Lubovich, City Attorney

Date: _____

Received For Filing:

Shannon Corin, City Clerk