

RESOLUTION NO. 1733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FIFE, PIERCE COUNTY, WASHINGTON AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH PIERCE COUNTY 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

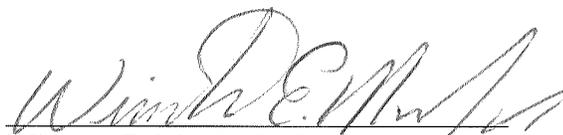
WHEREAS, the Pierce County firearms range allows training on handguns, rifles, and less-lethal weapons, in addition to having a Firearms Training Simulator System (FATS) available for use; and

WHEREAS, there is no cost to the Fife Police Department to use the Pierce County firearms training facility; 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

**LETTER OF UNDERSTANDING  
BETWEEN PIERCE COUNTY SHERIFF DEPARTMENT  
AND  
CITY OF FIFE POLICE DEPARTMENT**

This letter of understanding, hereinafter referred to as "Understanding" made and entered into as of the 1<sup>st</sup> day of August, 2016, by and between Pierce County Sheriff Department whose address is 930 Tacoma Avenue, Tacoma, WA 98402 for its heirs, executors, administrators, successors, and assigns, hereinafter called the County and the City of Fife hereinafter referred to as the City, agree to the following terms and conditions relating to the use of the Pierce County range facilities:

1. The Understanding shall renew on an annual basis beginning each January 1<sup>st</sup> unless either party provides 30 days written notice to terminate.
2. The City will supply instructors, ammunition and targets.
3. The City will clean up after use, to include targets, ammo brass and containers. Agencies will provide their own weapons cleaning supplies and may use our weapon cleaning stations. There will be a \$100 fee applied for failure to clean-up the range or the weapons cleaning room.
4. The County will work with the City to establish a schedule for the use of the range.
5. The City will provide the County with 24 hours advanced notice of cancellation for scheduled days.
6. The exclusive use of the range is for the main pistol range and the classroom.
7. The County is willing on a case-by-case basis to expand the use to other locations if the City makes said request in writing five days in advance. The notice shall be provided to the Range Master.
8. There shall be no shooting before 0800 and after 1600 hours, on weekends and holidays. There shall be no distraction (explosive type) devices, large scale gas deployment (individual cap stun is permissible), or smoke.
9. The County shall unless herein specified to the contrary, maintain the premises, in compliance with all applicable building codes and regulations, in good repair and tenable condition during the continuance of this Understanding, except in case of damage arising from the act or the negligence of the City agents or employees. City agrees to pay for any damages to range property or equipment caused of their employees while using the facilities during official range training activities.

10. The County warrants that no hazardous substance, toxic waste, or other toxic substance has been produced, disposed of or is or has been kept on the premises hereby rented which, if found on the property would subject the owner or user to any damages, penalty or liability under any applicable local, state or federal law or regulation. County shall indemnify and hold harmless the City with respect to any and all damages, costs, attorney fees, and penalties arising from the presence of any such substances on the premises except for such substances as may be placed on the premises by the City.
11. It is understood and agreed that the Understanding is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership formed as a result of this Understanding. Each party hereto agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agree to save, indemnify, defend, or hold harmless from any such liability. In the case of negligence of both the City and Pierce County and damages allowed shall be levied in proportion to the percentage of negligence attributable to the other party, and each party shall have the right to seek contribution from the other party to the percentage of negligence attributable to the other party.
12. It is mutually agreed and understood that no guarantees, expressed or implied representations, promises or statements have been made by the City unless endorsed hereon in writing.

End of Understanding. Signature page immediately following.

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

Contract # \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2016.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Mailing  
Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Approved As to Legal Form Only:

\_\_\_\_\_  
Prosecuting Attorney Date

Recommended:

\_\_\_\_\_  
Budget and Finance Date

Approved:

\_\_\_\_\_  
Department Director Date  
*(less than \$250,000)*

\_\_\_\_\_  
County Executive *(over \$250,000)* Date