

**POULSBO AGREEMENT DISTRIBUTION SCHEDULE**

**SUBJECT: City of Port Orchard – Firearms Range (ILA)**

**CONFORM AS TO DATES & SIGNATURES**

- (X) Approved by the City Council: N/A
- (X) Completion: 12/31/2014 w/automatic annual renewal
- (X) Recorded: Posted to City website

**DISTRIBUTE CONFORMED COPIES AS FOLLOWS:**

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Finance:
- Fire District #18
- Mayor
- Municipal Court
- MRSC
- Parks/Recreation
- Planning/Building
- Police
- Public Works/Engineering:

\_\_\_\_\_  
Jill A. Boltz  
City Clerk

\_\_\_\_\_  
August 2, 2013  
Date

**FACILITY USE AGREEMENT  
(Range - Firearms Training)**

THIS FACILITY USE AGREEMENT is made and entered into between the CITY OF PORT ORCHARD and the CITY OF POULSBO on behalf of the POULSBO POLICE DEPARTMENT("Renter") for use by the Renter of the Port Orchard Firearms Range located at the Port Orchard Industrial Park, Port Orchard, Washington, on the following terms and conditions:

1. **TERM.** This Agreement shall become effective on August 1, 2013, and end on December 31, 2014. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the proceeding November 30th of any such year. This agreement may be executed in counter-parts.

2. **USE OF RANGE.** During the Term of this Agreement Renter shall be entitled to use the Firing Range at such times and on such dates as are mutually agreed by the parties. Days of use shall be scheduled at least thirty (30) days in advance and will be accommodated on a first scheduled basis. Requests made with less than thirty (30) days notice shall be accommodated when possible. Use by the City of Port Orchard shall have priority over any requested use by Renter. Range hours will be set by the City of Port Orchard or its authorized agent and must be adhered to by renting agencies.

3. **RENTAL RATE.** The rate for use of the firing range shall be \$65 per day payable to the City of Port Orchard. In lieu of monetary payment, the Renter may provide supplies, services and/or manpower of equivalent value if mutually agreed by the parties. Renter shall submit to the City of Port Orchard Treasurer invoices, receipts or other documentation for verification that equivalent value has been provided. City of Port Orchard reserves the right to increase the rental rate at any time upon 30 days written notice.

4. **EXPENSES.** Renter shall supply all weapons, ammunition, targets and other supplies used in the target exercise.

5. **RANGE SUPERVISION.** Renter shall provide and require the presence of a qualified range officer at all times during which the Renter's personnel are using the premises. To assure safe operations, the 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. Posted range rules shall be adhered to at all times. A copy of the current range rules are attached. City of Port Orchard reserves the right to modify the range rules at any time.

6. **MAINTENANCE AND REPAIR.** City of Port Orchard 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 Renter's agents or employees. For the purposes of so maintaining the premises, City of Port Orchard reserves the right, at reasonable times, to enter and inspect the premises and to make any necessary repairs to the building. Renter shall clean up all garbage and debris after use.

7. **INSURANCE** For the duration of the Agreement, Renter shall maintain a self-insurance fund or equivalent insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises. The fund or insurance shall provide general liability coverage of no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. Renter's insurance coverage shall be primary insurance with respect to City of Port Orchard. Any insurance, self-insurance, or insurance pool coverage maintained by City of Port Orchard shall be excess of the Renter's insurance and shall not contribute to it. Renter shall provide a certificate of insurance evidencing the required insurance before using the Premises.

8. **ATTORNEY'S FEES.** In any action brought to enforce any provision of this Agreement, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorney's fees incurred.

9. **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 termination.

10. **INDEMNIFICATION/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. Renter shall defend, indemnify and hold harmless the City of Port Orchard, its officers, officials, employees and volunteers from and against any and all claims, suits, actions or liabilities for injury or death of any person, or for loss of damage to property, which arises out of the use of the Premises or from any activity, work or thing done, permitted, or suffered by Renter in or about the Premises, except only for injury or damage as shall have been occasioned by the sole negligence of the City of Port Orchard.

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

Dated this 24 day of July, 2013

CITY OF PORT ORCHARD

By: Tim Matthes  
TIM MATTHES, Mayor

ATTEST:

Brandy Rinearson  
Brandy Rinearson, City Clerk

Dated this 12<sup>TH</sup> day of July, 2013

CITY OF POULSBO

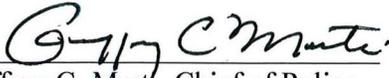
By: Becky Erickson  
Becky Erickson, Mayor

ATTEST:

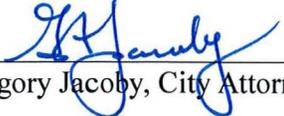
Jill Boltz  
Jill Boltz, City Clerk



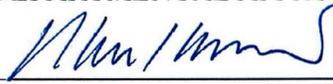
DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Geoffrey C. Martz, Chief of Police

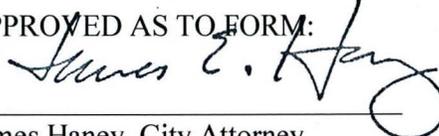
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Gregory Jacoby, City Attorney

DEPARTMENTAL APPROVAL:

  
\_\_\_\_\_  
Alan L. Townsend, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James Haney, City Attorney



**CITY OF PORT ORCHARD**  
**City Clerk's Office**

216 Prospect Street, Port Orchard, WA 98366  
Voice: (360) 876-4407 • Fax: (360) 895-9029  
cityclerk@cityofportorchard.us  
www.cityofportorchard.us



July 29, 2013

Jill Boltz, City Clerk  
City of Poulsbo  
200 NE Moe Street  
Poulsbo, WA 98370

Re: Contract No. 063-13  
Facility Use Agreement

Dear Ms. Boltz:

Enclosed please find an original contract signed by the Mayor on July 24, 2013, for your records.

Please feel free to contact the City Clerk's office should you have any questions.

Sincerely,

CITY OF PORT ORCHARD

A handwritten signature in blue ink that reads "Jenine Floyd".

Jenine Floyd  
Office Assistant II

Encl: Contract No. 063-13 (1)