

AGREEMENT FOR USE OF RANGE FACILITY

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2015, by and between the City of Olympia, through its Police Department, herein referred to as "*OLYMPIA*" and **XXXXXXXXXXXX** herein referred to as "*USER AGENCY*."

WHEREAS, *OLYMPIA* owns and operates a pistol shooting range facility located at 6530 Martin Way, Olympia; and

WHEREAS, *USER AGENCY* has officers or employees for whom the range facility would be of use and benefit in their training; and

WHEREAS, it is of mutual benefit to both parties for this Agreement to be executed providing for use of the range facility by said officers or employees.

THE FOLLOWING IS HEREBY AGREED BETWEEN THE PARTIES:

1. For the term of this Agreement, officers or employees of *USER AGENCY* may use *OLYMPIA*'s range facility on a scheduled basis. Such use shall be scheduled by the *USER AGENCY* for the entire calendar year or for individual day use based on availability of the range. All scheduling will be coordinated with the *OLYMPIA* Police Administrative Lieutenant and provided to *OLYMPIA* in writing. *OLYMPIA* retains the right to limit the number of days and/or hours of range operations available to the *USER AGENCY*.
2. Use of the range pursuant to this Agreement shall be limited to:
 - Side A** of the range facility is limited to only firearms consisting of handguns, shotguns and rifles. Approved weapons include handgun calibers up to 45 magnums, rifle calibers up to 308, and 12 gauge shotguns.
 - Side B** of the range facility is limited to less-lethal munitions up to 40 mm, Airsoft munitions, and simunitions ammunition. Gas munitions are limited to inert rounds only.
 - Classroom activities** ranging from formal instructions to hands-on training.
3. When using the range pursuant to this Agreement, *USER AGENCY* shall provide:
 - a. An officer, or employee who has successfully completed either the Range Safety Officer or the Firearms Instructor course sponsored by the Washington Criminal Justice Training Commission or equivalent, be present and officially responsible for all *USER AGENCY*'s range operations while present at the facility.

- b. Weapons, ammunition, targets, and other equipment as may be necessary for planned training.
 - c. An inspection of weapon(s) used by its officer(s) or employee(s) to ensure that they are safe for use **PRIOR** to any use at the range facility.
 - d. *OLYMPIA* with a full report of any incident involving accidental discharges or injuries to any person or damaged property at the *OLYMPIA* range facility. The report will be provided on the next business day after the incident.
4. For use of the Range pursuant to this Agreement, *OLYMPIA* shall supply the range facilities, including classroom space, to the *USER AGENCY*. All officers and employees of *USER AGENCY* shall be subject to, and abide by all range safety rules of the facility and the operational requests of the *USER AGENCY* range safety officer or firearms instructor. *OLYMPIA* may refuse entry or deny use to any person who fails or refuses to abide by such rules, directions, or requests.
5. *USER AGENCY* agrees to provide its officers and employees who use the range facility with prior instruction on the hazards of lead contamination. *OLYMPIA* range lead contaminations rules consist of the following:
 - a. No person shall smoke anywhere inside the range facility.
 - b. No person shall smoke outside the facility after using a firearm at the range until he/she has washed hands and face thoroughly with soap and water.
 - c. No person shall eat or drink while inside the range facility, except in the classroom area. Beverages in the classroom area are limited to non-alcoholic beverages.
 - d. No person shall engage in eating or drinking after using a firearm at the Range until he/she has washed hands and face thoroughly with soap and water.
6. *USER AGENCY* agrees to ensure that no employee with a physical condition that renders him/her particularly vulnerable to the hazards of lead exposure (e.g. respiratory illness, pregnancy, etc.) is permitted in any part of the range facility while that condition is present.
7. Firearms Safety Rules-*USER AGENCY* shall require and observe the Universal Firearms Safety rules. *USER AGENCY* shall use only fully jacketed ammunition and lead-free primers. *USER AGENCY* shall require that all of its officers and employees wear protective gear appropriate to range activities, including, but not limited to eye and ear protection.

8. ***USER AGENCY*** shall comply with the following procedures and facility requirements:
- a. The facility ventilation system shall be on at all times during firearms use. The system consists of intake and exhaust fans that are controlled at the electrical panel.
 - b. The facility's overhead door will be closed during firearms use to provide for effective ventilation system operations.
 - c. A shooting lane management schedule shall be followed to ensure even use of the Super Trap backstop.
 - d. Firearms training, using live ammunition, is restricted to Side A of the range. Less-lethal munitions, Simunitions and Airsoft munitions are only permitted on Side B of the range.
 - e. Shooting from outside of the building into the building is not permitted.
 - f. Metal targets are not permitted in the range facility.
 - g. Pick up all brass on the floor and deposit it in the containers provided by Olympia or remove your brass from the building. Brass deposited in the Olympia containers will be property of Olympia.
 - h. Remove all training props from the building after completion of range use. This includes *USER AGENCY's* barricades or other props utilized during training. *USER AGENCY* will be allowed to store training materials such as targets and ammunition in lockable storage boxes approved by Olympia. *USER AGENCY* shall stencil their name on their locked storage box.
 - i. Connex-type storage units will be permitted on site only after consultation with Olympia occurs. Outside storage units will be required to meet color and location requirements set by Olympia.
 - j. Pick up trash and place it in appropriate garbage and recycling containers.
 - k. Close all windows and turn off all lights before leaving the building.
 - l. Complete the Range Closing Checklist.
 - m. Arm the alarm and lock the building.
9. In consideration for the use of the range facility, *USER AGENCY* shall pay *OLYMPIA* a yearly fee set forth by *OLYMPIA*. *OLYMPIA* shall set the fee based on actual costs to maintain and operate the facility. *USER AGENCY* agrees to make payment in full within thirty (30) days of receipt of the invoice from *OLYMPIA* for the amount specified in the invoice. The fee for range use for January – December of 2015 shall be \$155 per commissioned officer, including Corrections Officers, required to qualify with a firearm. The *USER AGENCY* shall provide *OLYMPIA* with the

names of each officer upon signing the range contract. Each *User Agency* will be guaranteed monthly training days if they desire them, with a maximum number of twenty eight (28) days per year. The number of training days will depend on the *User Agency's* need, the number of agencies needing the facility, and the time periods each *USER AGENCY* needs the facility for its use. *User Agencies* using the range in excess of twenty eight days per calendar year will be charged a fee of \$30 per day, per user, for each day over the twenty eight day limit.

10. Normal shooting hours will be 0700-1700 hours daily – (Monday through Sunday). Shooting will be permitted outside of the normal shooting hours provided it is scheduled in advance and the use of the facility doesn't disturb the repose of others.
11. *OLYMPIA* shall not be responsible for any accidents, losses, damages, or injuries suffered by *USER AGENCY's* officers or employees while using range facilities, except for those caused by actions of *OLYMPIA* or its officers or employees. To that end, *USER AGENCY* agrees to indemnify, defend, and hold *OLYMPIA* harmless from any claims, demands, actions, or lawsuits brought by any officer or employee of *USER AGENCY* or by any other person which seeks damages or other remedies against *OLYMPIA* or an individual officer or employee thereof arising out of any use of *USER AGENCY's* officer or employee of the range facility under this Agreement, provided that this hold harmless provision shall not apply to actions alleging wrongful or negligent actions by *OLYMPIA* or its officers or employees. It is further specifically and expressly understood that the indemnification provided herein constitutes the *USER AGENCY's* waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration of termination of this agreement.
12. *USER AGENCY* shall waive any claim it may have against *OLYMPIA*, its officers, or employees arising out of facility use, except those claims involving wrongful or negligent acts of *OLYMPIA*, its officers, or employees.
13. This Agreement shall be in force from 0001 hours on January 1, 2015 by *USER AGENCY* and shall terminate December 31, 2015 at 2400 hours.
14. *USER AGENCY* may for any reason cancel this Agreement given a 90 day notice to *OLYMPIA* in writing. *USER AGENCY* fees paid during the contract year shall be forfeited to *OLYMPIA*. *OLYMPIA* may for any reason cancel the Agreement given a 90 day notice to the *USER AGENCY*. In the event

OLYMPIA cancels a *USER AGENCY* contract, the *USER AGENCY'S* fee will be reimbursed on a prorated basis.

OLYMPIA POLICE DEPARTMENT

By: _____

Title: _____

Date: _____

Lacey Police Department

By: _____

Title: _____

Date: _____