

RESOLUTION NO. 536

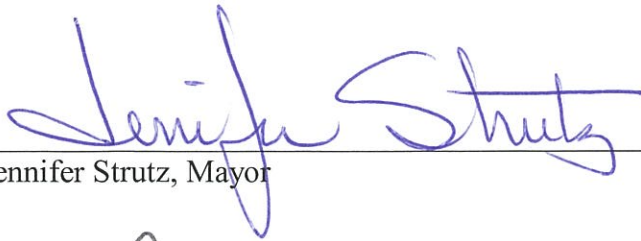
A RESOLUTION RELATING TO THE SHARING OF THE GERVAIS POLICE DEPARTMENT'S FIREARMS TRAINING FACILITY.

WHEREAS, the City of Gervais and the Gervais Police Department have offered privileges to the City of Aurora Police Department regarding the use of the Gervais Police Department's Firearms Training Facility; and

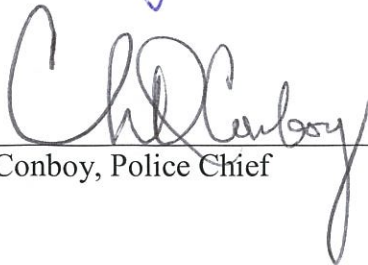
WHEREAS, the Aurora Police Department desires to enter into an agreement with the City of Gervais and the Gervais Police Department in accordance with the terms and provisions of the "Letter of Agreement", a copy of which is attached hereto and made a part hereof;

NOW THEREFORE, BE IT RESOLVED the Aurora City Council and the Aurora Police Department do hereby enter into an agreement with the City of Gervais and the Gervais Police Department in accordance with the terms and provisions of the attached "Letter of Agreement", to be effective upon return receipt of signed Letter of Agreement.

ADOPTED this 11th day of September by the Aurora City Council.



Jennifer Strutz, Mayor



Chris D. Conboy, Police Chief

City of Gervais Gervais Police Department

Letter of Agreement

A. Policy

It is the policy of the Gervais Police Department to share its Firearms Training Facility with public law enforcement agencies.

B. Purpose

This Letter of Agreement is between the City of Gervais, ("City") its Police Department ("Department") and, the City of Aurora which hereafter will be called the "Guest Agency." The purpose is to declare the privileges and responsibilities between the parties regarding the use of the Gervais Police Department's Firearms Training Facility, located at the Gervais Public Works Water Treatment Facility in Gervais, Oregon. The City of Gervais is the owner and custodian of the land and the buildings located at or near the training site.

C. Liability

Guest Agency will indemnify and hold the Gervais Police Department, City of Gervais, its members' entities, officers, agents, and employees harmless from and against any and all claims, actions, liability, costs, including attorney fees and other costs of defense, arising out of the actions or failure to act by Guest Agency and Guest Agency's employees, members, agents, and officers. In the event any such action or claim is brought against the Department, Guest Agency will, upon Department's or City's tender, defend the same at its sole costs and expense; promptly satisfy any judgment averse to the City and/or the Department or to the Department and Guest Agency jointly; and reimburse the City and/or the Department for any loss, cost, damage, or expense including attorney fees suffered or incurred by the City and/or the Department.

D. Responsibilities of the Parties

1. Gervais Police Department's Responsibilities
 - a. The Gervais Police Department Firearms Training Staff is responsible for the administration of user agreements. During the fourth quarter of each calendar year, the Gervais Police Department will assess the firearms training needs of the Department area facilities and calendar these needs. The completed calendar will then be distributed to each Guest Agency to select from the remaining available dates. Scheduling conflicts

between Guest Agencies will be negotiated between the conflicting Guest Agencies.

- b. The Gervais Police Department will maintain an accurate list of Guest Agency users and the contact number for both the Range Master and an Administrative Representative from each Guest Agency.
- c. The Gervais Police Department will have a current schedule if requested by the Guest Agency. The calendar will be coded by the year and the sequential edition number (for example - 02-1, 02-2, 02-3, 02-4, etc.)
- d. The Gervais Police Department reserves the right to cancel scheduled use of the range by a Guest Agency with fifteen (15) days notice if the Gervais Police Department requires use of the range or within twenty-four (24) hours if conditions exist that would be hazardous for further use. Every effort will be made to reschedule the Guest Agency as soon as possible.

2) **Guest Users Responsibilities**

- a) The Guest Agency agrees to keep the Gervais Police Department Training Unit informed of the name and telephone number(s) of the Range Master and the Agency Representative.
- b) Guest Agency will at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations, including OSHA Regulations. All personnel must be covered by the Guest Agency's worker's compensation coverage.
- c) The Guest Agency agrees to comply with all Gervais Police Department Range Rules (attached), and take any reasonable safety precautions to address unusual incidents or circumstances not provided for in the existing Range Rules.
- d) The Guest Agency will assure that all empty or unused cartridges, Range equipment and garbage will be picked up and removed from the range at the end of each training day. The Guest Agency is responsible for off-the-range disposal of all empty or unused cartridges and shells, Range equipment and garbage.
- e) Because the Range neighbors require notification when weapons, particularly loud or automatic firearms, are used, the Guest Agency will specify at least seven days in advance of the Guest Agency's schedule date, any weapons to be used that are fully automatic or unusually loud.

- f) No explosives other than routine hostage rescue grenades (example is flash bangs) will be used without prior approval of the Gervais Police Department Training Administrator.
- g) The Gervais Police Department's Range Master will review the schedule use of the range to avoid any conflicts where two or more agencies arrive to use the facility at the same time. Conflicts can be minimized by carefully reviewing the Range Calendar and consulting the Gervais Police Department's Range Master a few days before the scheduled date for use of the facility.
- h. Starting July 1st 2007, there will be an annual \$200.00 charge to each Guest Agency for use of the range. This payment is due by the 1st of September or as soon as possible after the agreement is signed. Users that have not made the payment will not be able to schedule range time until paid in full.

E) Duration of Agreement

This Agreement is renewable on July 1st of each year. Any change in use and conditions will occur at that time. The Agreement may be terminated at any time by the Gervais Police Department, if the Guest Agency fails to comply with the conditions of use as stated in this Letter of Agreement. The Agreement will be signed by the Chief of Police/Sheriff of the Guest Agency or by the designated Administrative Representative.

The term of this Agreement will be from July 1st, 2007, and will be perpetual, continuing in force; except that this Agreement may be terminated by either party with or without cause by giving sixty (60) days written notice to the other. If either party terminates this Agreement, each party will be responsible for any fees, costs, deposits, or other money due and owing the other party for services rendered prior to the date of the termination. If party terminates the Agreement, either with or without cause, neither party will owe the other party any damages of any kind, and any liability incurred pursuant to Guest Agency's agreement to hold harmless and indemnify Aurora as agreed in Section C ("Liability") of this Agreement except for services rendered before termination.

F. Transferability

This Agreement is not transferable. Only employees of the approved Guest Agency are approved by the Agreement to use the Range. Any exception must be approved in advance by the Gervais Police Department Range Master.

G. Receipt of Agreement

Any notices permitted or required by this Agreement will be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the parties at the address designated at the close of this Agreement, or such other address as either party may provide to the other by notice given in accordance with this provision.

H. Governing Laws

If any provisions of this Agreement will be declared unlawful, void, or for any reason unenforceable, then that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of the remaining provisions of this Agreement. This Agreement is governed by the laws of the State of Oregon.

I) Terms of Applicability

This Letter of Agreement embodies the entire Agreement of the parties. There are no promises, conditions, or obligations other than those contained herein. This Agreement will supersede all prior communications, representations, or agreements, either oral or written, between the parties. This Agreement will not be amended except in writing and signed by both parties.

For the City of Gervais & the Gervais Police Department

Representative Signature: _____

Print Name: _____

Date Signed: _____

For the Guest Agency

The City of Aurora and all of its users agree to the terms of the Gervais Police (Agency) Department's letter of agreement and will comply with all of its rules and regulations.

Chief/Sheriff/Authorized

Rep. Signature: _____ 

Print Name: CHRIS D. CONWAY

Date Signed: Sept 24, 2007

Agency's Range Master

Signature: _____ SAME AS REP / Chief of Police

Print Name: CHRIS D. CONWAY

Date Signed: _____

**** Keep the agreement for your records and return this page signed to the Gervais Police Department.

Gervais Police Department
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P.O. Box 329
Gervais, Or. 97026-0329
(503) 792-4575 Office
(503) 797-4525 Fax