



City of Spokane

Minor Contract Summary

OPR # OPR 2016-0226
 Cross Ref _____
 Destruct Date 2023
 Clerk's Dist. 03/08/16 SS

Incomplete submissions will be returned to the Department until all requirements are met.
 (Summary to be printed on blue paper)

Department Name Spokane Police
 Department Project # Range Contract

New Contract
 CR # _____
 Date: **RECEIVED**

Contractor/Consultant

Name: **Spokane County Sheriff's Office**
 Address: 1100 W. Mallon
 City, State, Zip: 99260

Remittance Address:
 City, State, Zip

MAR 08 2016

CITY CLERK'S OFFICE

Summary of Services

2016 Range use contract between Spokane Police Department and the Spokane County Sheriff's Office that stipulates the two parties' responsibilities with regards to the range use and the annual fee of \$11,000.00.

Amount: \$11,000.00 (rev)

Budget Code: 0680-11460-21400-34210

Maximum Amount

Beginning Date: 01/01/2016 Expiration Date: 12/31/2016 Open-Ended:

- Quotes (per Purchasing Policy to be kept on file in Dept.) Insurance Certificate (as per contract)
 City Business License If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: Kob Boothe

Funds are available in the appropriate budget account

Accountant [Signature]
 Signature

2/29/16
 Date

Department Head [Signature]
 Signature

2/29/16
 Date

Other _____
 Signature

 Date

Other _____
 Signature

 Date

Distribution List

Contractor E-mail:	Contract Accounting: kkeck@spokanecity.org
Dept. Contact E-mail: achirowamangu, ewade, slynds, rboothe	Taxes and Licenses

Spokane Police Academy

2302 N. Waterworks
Spokane, WA 99212
(509) 742-8116



To: Sgt. Martin Tucker, Spokane County Sheriff's Office
From: Sgt. Robert Boothe, Range Master, Spokane Police Academy Range
Date: February 17, 2016
Re: 2016 SPD Range Use Agreement

Dear Lead Firearms Instructor or Administrator,

We are happy to welcome you into a partnership with the Spokane Police Academy Range (SPD Range).

We agree that the Spokane County Sheriff's Office is solely responsible for the firearms training of its personnel while using the Range. Training Staff and Student behavior and their actions are the sole responsibility of the Spokane County Sheriff's Office. Firearms training is inherently dangerous and the utmost attention must be paid to maintain a safe training environment. Use of the SPD Range in its present condition is purely at the discretion of the Spokane County Sheriff's Office. Any injury or claims incurred during training shall be the responsibility of the Spokane County Sheriff's Office. Spokane County is a member of the Washington Counties Risk Pool (the "Pool"), as provided by RCW 48.62.031. Spokane County and the Spokane County Sheriff's Office are covered by the Pool's Joint Self-Insurance Policy, as further described in Attachment "A" Insurance, attached hereto and incorporated herein by reference.

The Spokane County Sheriff's Office agrees to pay a non-refundable yearly use fee, between January 1st and January 31st, of the year of the Agreement. Through agreement with the SPD Range Master, Sergeant Robert Boothe, the Spokane County Sheriff's Office will provide this yearly use fee in funds payable to the Spokane Police Range, based on the following usage agreement between the City of Spokane and the Spokane County Sheriff's Office for the amount of eleven thousand dollars (\$11,000.00.) The Spokane County Sheriff's Office will be invoiced for the amount. The use of the VIRTRA system will be included in this agreement.

Range use is scheduled based upon availability. It is recommended that scheduling be done with as much advance notice as possible. Scheduling at least 30 days in advance is preferred; however Range Staff will make every effort to accommodate any requests for range time. Any member(s) of an Agency holding any paid agreement in good standing will be welcome to use the range on a drop-in basis at no additional expense, based on availability of said facility, within reason, even if an unlimited package was not purchased. This drop-in capability will not exceed two (2) visitors at a time per Agency, and should not exceed a reasonable frequency of free visits per month.

The Spokane County Sheriff's Office is responsible for ensuring that its members follow the Range Rules posted in, around and on the Range; Range Facility Use Rules (signed as part of this Agreement); and general safe firearms use. Should it be necessary, the Spokane County Sheriff's Office will be notified verbally, and, if necessary, in writing of any safety violation that warrants notification. It is not the intent of the SPD Range to restrict an Agency's access to the facility; however, should action be necessary, following counseling and documentation individuals may be restricted from instructing or attending training at the facility.

This Agreement may be terminated at the discretion of either party.

Robert Boothe
2/25/16

Sgt. Robert Boothe, Range Master
Spokane Police Department

[Signature]
February 23, 2016

Title of Signing Party: Sheriff
Spokane County Sheriff's Office

[Signature]
2/29/16
Spokane City Clerk (Acting) 3/8/16

Approved as to form:
[Signature]
Assistant City Attorney

Spokane Police Department Range
Outside Agency Range Facility Use Rules (page two (2) of Agreement)

Name _____
Agency _____
Primary contact phone _____ Secondary contact phone _____
Email Address _____

The SPD range staff is working hard to provide a safe, up to date, and well maintained facility so that all participants gain the most out of their training. We appreciate any suggestions and input in maintaining our quality facility. Please initial next to each item and sign acknowledging that you will abide by the instructions. Use of the Range will not be allowed for Personal Income.

Targets, Target Room, and Range

- _____ Please use appropriate targets and target clamps, glue or tape for the Mancom System. Staples are not allowed on turning target system. Ask a staff member if there are any issues.
- _____ Do not use other's paper targets unless you have an agreement with the owners.
- _____ Please clean the target room after use. Sweeping the floor and emptying the garbage and recycling as necessary. (Use Dumpster and recycle bin at South side of Building.)
- _____ Place used targets on the appropriate rack.
- _____ NO VEHICLES ON RANGE WITHOUT PRIOR APPROVAL, be aware of underground sprinkler system, heads and control boxes, and make every effort to not cause damage to them.

Brass

- _____ Please do not throw Casings Away. We separate by metal type –Brass v. aluminum. Any help you can give is much appreciated. All Casings are expected to be left for SPD as portion of Use Fee's, (besides Military-per rules).

Training Aids

- _____ Please replace/return any portable training aid back to its original location.
- _____ Make prior arrangements if you are storing items *temporarily* at the Range.
- _____ Dispose of training aids which are no longer useful. Use the dumpster or other arrangements to haul away/remove
- _____ Report Damage immediately so that it may be repaired
- _____ Turn off Range lights when leaving after a night time shoot
- _____ The lead firearms instructor will ensure that all the proceeding items have been completed prior to leaving
- _____ Only use frangible handgun ammunition in the shoot house.
- _____ Contact Range staff before using steel targets. **Frangible Ammunition only on Steel.**
- _____ The primary firearms instructor will be contacted to correct any problems following Range use. Corrections will be made in an expedient manner.
- _____ Ensure target turners are FACED before leaving Range and Log-out of system if last.
- _____ If heat was used, ensure all heaters are turned off before leaving Range.

DOCUMENTATION OF CERTIFICATION

- _____ The primary firearms instructors will send copies of their certification to SPD Range Master via fax, email, etc.
- _____ Only Spokane Police trainers will operate VIRTRA, unless otherwise authorized by the SPD Range Master.

REALITY BASED TRAINING

- *No Reality based training will be conducted at the Spokane Police Range until lead instructors have provided certification demonstrating knowledge in industry recognized safe practices.*

I acknowledge and understand the above rules. I will abide by the range usage rules outlined in this document.

_____ Date: _____

Attachment "A" Insurance

1. **INSURANCE.** During the term of the Agreement, each Agency/Participant shall maintain in force at its own expense, the following insurance coverages or better:
 - A. Worker's Compensation Insurance in compliance with RCW 51.12.020, which requires subject employers to provide workers' compensation coverage for all their subject workers and Employer's Liability Insurance in the amount of \$1,000,000;
 - B. General Liability Insurance on an occurrence basis, with a combined single limit of not less than \$1,500,000 each occurrence for bodily injury and property damage. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall provide that the City, its officers and employees are additional insureds but only with respect to the Contractor's services to be provided under this Agreement;
 - C. Automobile Liability Insurance with a combined single limit, or the equivalent of not less than \$500,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

*****In the event that an agency is a member of Washington Counties Risk Pool (WCRP), an additional insured endorsement for general liability will not be required and the member County's Memorandum of Liability Coverage (MLC) listing the City of Spokane as Certificate Holder shall be used in place of a Certificate of Insurance.

There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without sixty (60) days written notice from the Agency/Participant or its insurer(s) to the City.

As evidence of the insurance coverages required by this Contract, the Agency/Participant shall furnish an acceptable Certificate of Insurance (COI) or Memorandum of Liability Coverage (MLC) as proof of membership in the Washington Counties Risk Pool to the City at the time it returns the signed Agreement. The COI shall specify all of the parties who are additional insured, and include applicable policy endorsements, and the deductible or retention level, as well as policy limits. Insuring companies or entities are subject to City acceptance and must have a rating of A- or higher by Best. Copies of all applicable endorsements shall be provided. The Agency/Participant shall be solely financially responsible for all pertinent deductibles, self-insured retentions, and/or self-insurance.