

. INTERLOCAL AGREEMENT BETWEEN
THE CITY OF ABERDEEN (POLICE DEPARTMENT)
AND
THE CITY OF McCLEARY (POLICE DEPARTMENT)

THIS AGREEMENT is made and entered into between the CITY OF ABERDEEN (Police Department), a municipal corporation of the State of Washington (hereinafter referred to as "Aberdeen") and the CITY OF McCLEARY (Police Department), a municipal corporation of the State of Washington (hereinafter referred to as "McCleary").

WHEREAS, Aberdeen owns and maintains a practice range ("firing range") located at 4100 Lake Aberdeen Road, Aberdeen WA 98520 for Aberdeen Police Department to develop and maintain proficiency in a variety of firearm classes; and,

WHEREAS, Aberdeen currently has agreements with law enforcement personnel from other agencies to periodically access its firing range for training purposes; and,

WHEREAS, McCleary Police Department is in need of access to a firing range for training purposes; and,

WHEREAS, the law enforcement agencies for both Cities participate in several cooperative efforts, and work closely together to maintain public safety in the region in a mutual aid relationship; and,

WHEREAS, both parties are municipal corporations, and as such are authorized to enter into interlocal agreements under the provisions of RCW 39.34;

NOW THEREFORE, in consideration of their mutual covenants, conditions, and promises, the parties hereby agree as follows:

1. TERM. This agreement shall take effect upon execution by both parties, and shall continue until December 31, 2022 or until otherwise terminated, as set forth below.

2. SCOPE OF SERVICES PROVIDED. Both parties recognize that scheduling access to the firing range will be upon mutual consent with reasonable efforts made to accommodate McCleary's requests, and that Aberdeen Police Department will have scheduling priority to the range.

A. Firing Range Access. Aberdeen shall provide to the McCleary Police Department access to the Aberdeen firing range for firearm training sessions as scheduled in advance with the Aberdeen Police Department. During its access to the firing range, McCleary shall:

ILA: Aberdeen and McCleary {Firing Range}

1. Ensure that no civilian and/or non-McCleary personnel will access the range during McCleary designated days or times of usage
11. Inspect the firing range to ensure it is safe to use prior to each training session, and if it is believed to be unsafe, McCleary will cancel its training session and report its findings to Aberdeen
- m. Insure the firing range is cleaned and restored to the condition in which it was found, excepting for normal wear and tear;
- 1v. Provide adequate supervision of all McCleary personnel during firearms training sessions
- v. Provide adequate advance notification (preferably at least 7-days) requesting to schedule additional firearms training sessions.

B. Maintenance of the Firing Range. The City of Aberdeen shall:

1. Provide general facility maintenance, to include cutting and clearing of vegetation and adequate lighting for day-time training sessions, and general facility repairs.
11. Conduct routine inspections to ensure usability and general safety of the range for its intended purposes; if the range is believed to be unsafe for use in firearm training and McCleary is scheduled to access the range before corrective actions may be taken, Aberdeen will notify McCleary to reschedule access at a time after the corrective actions can be taken.

3. COMPENSATION. Both parties find that it is in their mutual benefit, and that it serves the public interest, to maintain a well-trained cadre of law enforcement personnel. Therefore, the City of Aberdeen waives any payment for use of its firing range by the City of McCleary under this Inter Local Agreement.

4. INDEMNIFICATION AND HOLD HARMLESS. Each party shall be liable for the acts, omissions, and negligence of its officers, employees, and agents in the performance of this Agreement. Neither party shall be liable to the other party for the acts, omissions, nor negligence of entities or individuals not a party to the Agreement, except as otherwise provided in this Agreement.

McCleary acknowledges, in consideration of its use of the firing range, that it accepts the premises in "as is" condition, without any representation or warranty from Aberdeen regarding the fitness of the range for the purposes of McCleary firearms training. McCleary further acknowledges that Aberdeen is not providing or is responsible for providing any training or supervision in the use of the range by McCleary. McCleary

agrees that Aberdeen, its employees and agents shall not be liable for any injury, including death, to any persons or for damage to any property as the result of any condition of the premises, or defect in the premises, or occurrence whatsoever related in any way to McCleary's use of said premises and the areas adjacent thereto or related in any way to McCleary's use or occupancy of said premises and the areas adjacent thereto.

5. INSURANCE. For the duration of this Agreement, all parties shall maintain insurance coverage through membership in the Washington Cities Insurance Authority, Cities Insurance Association of Washington, or the Association of Washington Cities.

6. COMPLIANCE WITH LAWS. Each party, in performance of this agreement agrees to comply with all applicable Federal, State, and local laws or ordinances, including Federal and State nondiscrimination statutes and regulations, labor laws, standards for licensing, certification, and operation of facilities, programs, and accreditation and licensing of individuals and any other standards or criteria as described in this agreement to assure quality of services.

7. TERMINATION. Each party has the right to immediately terminate this agreement by providing thirty (30) days written notice to the other party either delivered personally or mailed postage pre-paid by certified mail, return receipt requested to the address listed below. If this Agreement is so terminated, the parties shall be liable only for performance rendered in accordance with the terms of the Agreement prior to the effective date of termination.

8. SEVERABILITY. In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such in validity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

9. ENTIRE AGREEMENT. The parties agree that this agreement is the complete expression of the terms and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this agreement shall be in writing and signed by both parties.

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IN WITNESS WHEREOF, the parties execute this Agreement this ____ day of APRIL, 2022.

CITY OF ABERDEEN
200 E. Market Street
Aberdeen, WA 98520

CITY OF McCLEARY
100 S. 3rd Street
McCleary, WA 98557

PETE SCHAVE, MAYOR

CHRISMILLER, MAYOR

PATRICIA SOULE, FINANCE DIRECTOR