

RESOLUTION NO. 2777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE THE WEAPONS FIRING AGREEMENT

WHEREAS, an agreement has been submitted by the State of California,
Department of Highway Patrol, for the joint use of a firing range; and

WHEREAS, it is recommended by the City Police Department that the Agreement
is mutually agreeable to both parties.

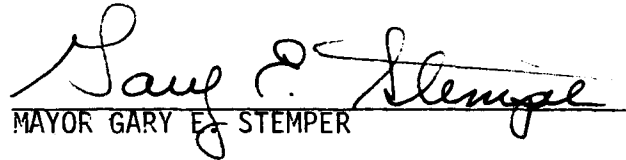
NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized
by this Resolution to execute that document known as "Weapons Firing Range
Agreement" between the City of Paso Robles and the Department of California
Highway Patrol.

PASSED AND ADOPTED this 7th day of September, 1982 by the following vote:

AYES: Councilmen Monroe, Parish, Ovitt, Thorndyke and Stemper

NOES: None

ABSENT: None


MAYOR GARY E. STEMPER

ATTEST:


CITY CLERK DONALD B. KEEFER

STATE OF CALIFORNIA)
COUNTY OF SAN LUIS OBISPO)SS:
CITY OF EL PASO DE ROBLES)


I, DONALD B. KEEFER, City Clerk of the City of El Paso de Robles, California,
do hereby certify that the foregoing Resolution No. 2777 was duly and regularly
adopted, passed and approved by the City Council of the City of El Paso de Robles,
California, at a regular meeting of said City Council held at the regular
meeting place thereof, on the 7th day of September, 1982, by the following vote:

AYES: Councilmen Monroe, Parish, Ovitt, Thorndyke and Stemper

NOES: None

ABSENT: None

Dated: September 7, 1982


CITY CLERK DONALD B. KEEFER

WEAPONS FIRING RANGE
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July,
82, by and between State of California, through its duly elected or
appointed, qualified and acting Fiscal Officer, Department of California
Highway Patrol, hereinafter called the State, and City of Paso Robles
_____, hereinafter called the Contractor.

WITNESSETH: That the Contractor, for and in consideration of the
covenants, conditions, agreements, and stipulations of the State herein-
after expressed, does hereby agree to furnish to the State services and
materials as follows:

The Contractor hereby authorizes the Department of California Highway
Patrol to use the weapons firing range owned and operated by the Contractor
subject to the following provisions:

1. The Contractor agrees that the State shall have the ^{non-exclusive} use of all
facilities of the weapons firing range.
2. The use of said range by the State shall be limited to those
members of the Department of California Highway Patrol permanently
assigned to the Paso Robles Area Office.
3. Contractor and State agree said shooting range shall be open and
usable by members of the Department of California Highway Patrol at such
times that are mutually agreeable to both parties hereto.

4. Contractor agrees that all facilities of the Contractor now located on the weapons range may be used by the State for training programs without additional charge, provided that the time or times such facilities may be requested by the State are mutually agreeable to the parties hereto, and further that this article does not grant exclusive use of the contracted facilities for any time or times without mutual agreement of the parties hereto.

5. Either party hereto may terminate this agreement at any time during said term by giving written notice thereof to the other party at least thirty (30) days prior to the effective date of such termination. No alteration or amendments shall be valid unless made in writing and signed by the parties hereof.

6. The parties hereto agree that ^{service weapons only can be fired and that} empty cartridges resulting from Patrol members shooting will be the property of the Contractor.

7. State agrees that members of the Department of California Highway Patrol will be subject to range safety rules established by the Contractor and orders of the Contractor while exercising the privileges of this agreement.

8. This agreement will commence on the date of execution and expire June 30, 1987.

9. All notices herein provided to be given or which may be given by either party to the other shall be deemed to have been given when made in writing and deposited in the United States mail, registered and postage prepaid and addressed as follows: City of Paso Robles, 840 Tenth St.,

Paso Robles, CA 93446, and to the Department of California

Highway Patrol, Post Office Box 898, Sacramento, California 95804. The address to which the notices shall or may be mailed as aforesaid to either party shall be changed by written notice given by such party to the other, as herein provided, but nothing herein contained shall preclude the giving of such notice by personal service.

10. Contractor agrees to allow State to use range facilities (with "no charge" to State. State agrees to assist range personnel with the cleaning and maintenance of the premises as required.

11. The parties hereto agree that the Contractor, and any agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

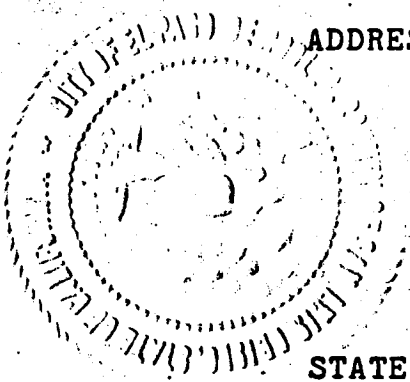
12. This agreement is not assignable by Contractor either in whole or in part.

13. The provisions of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

14. The attached Form 3, Fair Employment Practices Addendum, is incorporated by reference and made a part hereof.

15. The State of California, Dept. of California Highway Patrol, agrees to indemnify and hold harmless the City of Paso Robles, its officers, agents and employees from any and all claims, demands, suits, judgements, expenses, and costs of any and all kinds, insofar as we may legally do so and subject to the availability of funds in event of injury to or death of persons or loss of or damage to property resulting from the Department of California Highway Patrol officers' use of shooting range owned and operated by the City of Paso Robles. The State of California is self-insured.

CONTRACTOR City of Paso Robles
BY *Gary E. Stemper*
TITLE MAYOR GARY E. TEMPER
ADDRESS 840 Tenth St.
Paso Robles, CA 93446
Donald B. Keeter
CITY CLERK DONALD B. KEETER



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
BY _____
TITLE Fiscal Officer

Support Item 2720 Chapter 326
Land & Bldg - Rentals 2740/358.01/96010
Amount of Estimate -0-

"I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and that document is exempt from review by the Department of Finance."

Fiscal Officer