

RESOLUTION NO. 90-206

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
EL PASO DE ROBLES AUTHORIZING THE CHIEF OF POLICE
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 Chief of Police is 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.

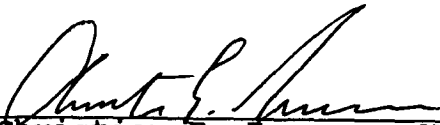
PASSED AND ADOPTED as a Resolution by the City Council of the City of El Paso de Robles at a regular meeting held on the 20th day of November, 1990, by the following vote:

AYES: Martin, Picanco, Reneau and Iversen

NOES: None

ABSENT: Russell

ABSTAIN: None


Christian E. Iversen, Mayor

Attest:


Jerry Bankston, City Clerk

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DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
WEAPONS FIRING RANGE
AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1990, between the State of California, Department of California Highway Patrol, hereinafter called CHP, and the City of Paso Robles, hereinafter called CONTRACTOR.

WITNESSETH: That the CONTRACTOR does hereby agree to furnish to the STATE services and materials as follows:

The CONTRACTOR hereby authorizes the CHP to use the weapons firing range owned and operated by the CONTRACTOR subject to the following provisions:

1. The CONTRACTOR agrees that the CHP shall have the use of all facilities located on the range for training programs without additional charge.
2. The use of said range by the CHP shall be limited to those members of the Department of California Highway Patrol permanently assigned to the Templeton Area Office.
3. CONTRACTOR and CHP 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, but that exclusive use of the facilities for any time or times is not granted without mutual agreement of both parties.
4. Either party hereto may terminate this agreement by giving written notice to the other party at least thirty (30) days prior to the effective date of such termination.

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5. Amendments shall be valid only if made in writing and signed by both parties hereto.

6. The parties hereto agree that empty cartridges resulting from Patrol members' shooting will be the property of the CONTRACTOR.

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

8. The term of this agreement shall be July 1, 1990 through June 30, 1993.

9. CONTRACTOR agrees to abide by the attached Form 17A Non-Discrimination Clause and State Contract Requirements, both of which by reference are made a part hereof.

10. There will be no charge to the STATE for the use of the weapons firing range, during the term of this agreement.

11. STATE agrees to indemnify, defend and hold harmless the CONTRACTOR, its officers, agents and employees from any and all claims, demands, suits, judgements, expenses and costs of any and all kinds, in the 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 CONTRACTOR. The State of California is self-insured.

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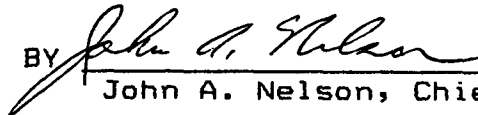
July 1, 1990

12. CONTRACTOR, insofar as it may legally do so, agrees to indemnify, defend and save harmless the State of California, its officers, agents and employees from and against any and all claims and demands whatsoever resulting from the CONTRACTOR'S negligence or omissions in connection with the acts related to this Agreement.

STATE OF CALIFORNIA
California Highway Patrol

CITY OF PASO ROBLES

BY _____
Admin. Services Officer

BY 
John A. Nelson, Chief

Date _____

Date 9-19-90

Dept. of California Highway Patrol
Business Services Section
Attn: Contract Management Unit
P. O. Box 942898
Sacramento, CA 94298-0001

Paso Robles Police Dept.
840 Tenth Street
Paso Robles, CA 93446

Fund Title: MV Acct, State Trans Item: 2720-001-044 Prog. 99
Chapter: Statute: 1990 Fiscal Year: 1990-91
Object Code: 2845/343.01/96010

Amount Encumbered: \$ -0-
Amount Unencumbered: \$ -0-

"I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above."

By _____
Accounting Officer Date