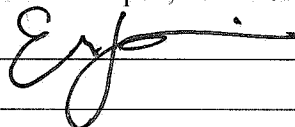


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: 9/14/21

AGENDA ITEM:	
License Agreement with Snohomish County Sheriff's Office for use of their Gun Range	
PREPARED BY:	DIRECTOR APPROVAL:
Adam Vermeulen	Erik Scairpon, Police Chief
DEPARTMENT:	
Police	
ATTACHMENTS:	
License Agreement with Snohomish County Sheriff's Office	
BUDGET CODE:	AMOUNT:
00103222.544400	\$850.00 per full day of use
SUMMARY:	

This a new License Agreement between Snohomish County Sheriff's Office and the City of Marysville, which provides the Marysville Police Department with use of the Snohomish County Sheriff's Office Gun Range.

Over past several years, the Marysville Police Department has used Plantation Range in Whatcom County. Plantation Range has gone through several changes in leadership and due to issues with the rifle range, does not provide a location for officers to shoot and qualify with the patrol rifle. Due these issues, the Marysville Police Department has sought the use of the Snohomish County Sheriff's Office Gun Range.

The Snohomish County Sheriff's Office Gun Range offers us an indoor range that allows the use both pistol and rifles for department in-service training. This allows us to qualify and shoot on the same day with our patrol rifles and handguns. The Sheriff's Gun Range allows us the flexibility and use of the range to create and execute specific firearms training drills. The use of this indoor range also allows us to conduct training in controlled environment regardless of the weather and time of year.

RECOMMENDED ACTION:

Staff respectfully recommends that Council authorize the Mayor or sign and execute the attached Licensing Agreement between the Snohomish County Sheriff's Office and the City of Marysville for use of the Sheriff's Office Gun Range.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute attached Licensing Agreement between the Snohomish County Sheriff's Office and the City of Marysville for use of the Sheriff's Office Gun Range.

**LICENSE AGREEMENT
SNOHOMISH COUNTY – SHERIFF’S GUN RANGE
8915 CATHCART WAY, SNOHOMISH, WA 98296**

This License Agreement (the "Agreement") is between **Snohomish County, a political subdivision of the State of Washington**, (herein referred to as the "County") and CITY OF MARYSVILLE, (herein referred to as the "Licensee").

WITNESSETH

1. PREMISES. This Agreement grants Licensee use of the Snohomish County Sheriff's Gun Range facility amounting to approximately 11,140 rentable square feet and located at 8915 Cathcart Way, Snohomish, Washington 98296 (the "Premises"), which is a portion of the following tax parcel number:

Tax Parcel Number: 28053600200700

The parties agree that Licensee's use of the Premises is limited to the training room, restrooms, kitchen, and gun range.

2. CONSIDERATION. During the term of this Agreement, the Licensee shall pay a license fee in the amount of **\$85.00 for each hour** of use of the Premises. In the event the Licensee requests County staff to provide additional overtime hours of assistance in training and operation, outside normal business hours, the Licensee will be required to pay to the County an hourly overtime fee to be calculated by the County. The Licensee and County must mutually agree to dates and time for the County to provide additional overtime hours of assistance in training and operation of the range at the Premises prior to any scheduled use by the Licensee.

DATE OF USE	HOURS OF USE	OVERTIME HOURS	TOTAL LICENSE FEE

The Licensee will be invoiced within fifteen (15) business days of use of the Premises. The Licensee's payments will be sent to the following address:

**Snohomish County Sheriff's Department
3000 Rockefeller Avenue M/S 606
Everett, WA 98201**

3. TERM. The term of this Agreement shall commence upon full execution of this Agreement by the County and Licensee and shall be used for a period of _____ hours to commence at _____ a.m./p.m. and end at _____ a.m./p.m. effective _____, 20_____.

4. SCOPE OF LICENSE. The Premises shall be used solely for gun range and classroom training purposes. No illegal use shall be made thereof. Licensee's authority to use the Premises

shall not be considered exclusive possession or control. The County may enter the Premises at any time to determine whether improper or hazardous use is being made of the Premises. County staff may be present on the Premises at any time during which the Premises are being used by the Licensee.

Licensee agrees to comply with the County's rules and policies implemented for use of the Premises when exercising the rights granted to Licensee in this Agreement.

5. ACCESS. Licensee's access to the Premises must be scheduled with the County and will not include access on holidays.

6. CARE AND CONDITION. The Licensee shall be responsible for the Premises herein described and return the same in a neat and clean condition upon termination. If any property of Licensee is not removed by the date of termination, the County shall have the right to take possession of and store, use and/or sell the property in such a manner as it deems appropriate, and collect all unpaid fees, storage fees, costs of sale, reasonable attorney's fees, and other expenses from the proceeds of such sale. Licensee expressly agrees that any sale, public or private, may occur not less than thirty (30) days after the date of termination and may occur with or without notice from the County.

The County shall not be liable to the Licensee for any loss or damage to the Licensee's property or any other property from theft, fire, or any other cause before or after termination. The County is under no obligation to maintain, replace or repair any of its facilities or any other obligation not stated in this Agreement.

Licensee has examined the Premises and accepts the same in its present condition. It is agreed that the County shall not be bound by any warranty or representation as to the condition of the Premises or be bound in any other manner except as stated herein.

This Agreement shall not limit any legal remedies of the County not stated herein. If the County is required to expend any money to enforce any of its rights or to clean or renovate the Premises, such sum, including reasonable attorney's fees, shall be immediately due and payable to the County.

7. UTILITIES. The County agrees to pay for all utility cost to the Premises.

8. MAINTENANCE. The County shall provide routine maintenance and services at the Premises. The County shall not be called upon to make any repairs occasioned by the negligence of the Licensee, its agents or employees during Licensee's use of the Premises as stated in this Agreement.

9. HOLD HARMLESS. The Licensee agrees, to the maximum extent permitted by law, to indemnify and hold harmless the County, its officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or natures arising out of, in connection with, or incidental to its use of the Premises. In addition, the Licensee shall assume the defense of the County and its officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to its use of the Premises; shall pay all defense expenses, including reasonable attorney's fees, expert fees and costs incurred by the County on account of such litigation or claims.

With respect to the Licensee's obligations to hold harmless, indemnify and defend provided for herein, but only as such obligations relate to claims, actions or suits filed against the County, the Licensee further agrees to waive its immunity under the Industrial Insurance Act, Title 51 RCW, for any injury or death suffered by the Licensee's employees caused by or arising out of the

Licensee's acts, errors or omissions in the performance of this Agreement. This waiver is mutually negotiated by the parties.

In the event that the County incurs any judgment, award and/or cost including attorney's fees arising from the provisions of this subsection, or to enforce the provisions of this subsection, any such judgment, award, fees, expenses and costs shall be recoverable from the Licensee.

In the event of litigation between the parties to enforce the rights under this subsection, reasonable attorney fees shall be allowed to the substantially prevailing party. In the event the County incurs attorney fees and/or costs in the defense of claims under this provision such attorney fees and costs shall be recoverable from the Licensee.

In addition, the County shall be entitled to recover from the Licensee its attorney fees and costs incurred to enforce the provisions of this section.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of Agreement.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

10. INSURANCE. Licensee shall maintain for the duration of the Agreement insurance and/or self-insurance adequate to cover its liability obligations for injuries to persons or damage to property which may arise from or in connection with the Licensee's use of the Premises. If a State agency, Licensee and its officers, employees, and agents, while acting in good faith within the scope of their official duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Licensee and its employees, officers, volunteers and agents in the performance of their official duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. If Licensee is part of a risk pool sanctioned by the Washington State Office of Financial Management it will provide a letter signed and executed by an authorized agent indicating the Licensee's participation in said pool.

11. ASSIGNMENT OR SUBLETING. This Agreement may not be assigned, sublet, or possession thereof transferred voluntarily or involuntarily by the Licensee.

12. NOTICES. Notice as required by any term of this Agreement, or by law, shall be given by registered or certified mail. Such communication or notice shall be deemed to have been given and received when deposited in the United States Mail, property addressed, with postage prepaid. Such notice or communication shall be given as follows:

If to the County: **Snohomish County Property Management
3000 Rockefeller Avenue M/S 404
Everett, WA 98201
Telephone: 425.388.3400**

If to the Licensee: City of Marysville
1049 State Avenue
Marysville, WA 98270
Telephone: 360.363.8000

13. MODIFICATION. This Agreement may only be modified in writing and such modification shall take effect only after such modification is duly executed by both parties.

14. TERMINATION.

- A. Termination shall not affect the rights of the County under any other paragraph in this Agreement.
- B. If Licensee breaches any term of this Agreement, the County may terminate this Agreement immediately by providing verbal or written notice to Licensee.

15. POSSESSORY LIEN. In the event of default in payment, or breach of any other condition of this Agreement, or for any and all damages caused to the property of the County by Licensee, its agents, employees or invitees, the County shall have a possessory lien upon any and all property stored, used or located on any property of the County and upon any sums of money advanced to or otherwise in the possession of the County.

16. CONFLICTS BETWEEN ATTACHMENTS AND TEXT. Should any conflict exist between any attached exhibit or schedule and the text of this Agreement, the text shall prevail.

17. GOVERNING LAW, STIPULATION OF VENUE, AND ATTORNEY FEES. This Agreement shall be governed by the laws of the State of Washington and the parties stipulate that any lawsuit regarding this Agreement must be brought in Snohomish County, Washington. The prevailing party in any lawsuit brought to enforce the terms of this Agreement shall be entitled to reasonable attorney fees and costs.

18. NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Licensee shall comply with Chapter 2.460 SCC, which is incorporated herein by this reference. Execution of this contract constitutes a certification by the Licensee of the Licensee's compliance with the requirements of Chapter 2.460 SCC with respect to this Agreement. If the Licensee is found to have violated this provision, or furnished false or misleading information in an investigation or proceeding conducted pursuant to Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Licensee's obligations under other federal, state, or local laws against discrimination.

19. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.

20. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes any and all prior oral or written agreements between the parties regarding the subject matter contained herein.

21. WARRANTY OF AUTHORITY. Each signatory to this Agreement represents that he or she has full and sufficient authority to execute this Agreement on behalf of the County or the

Licensee, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Licensee, as the case may be.

Snohomish County:

Licensee:

County Date

Date

Template Approved as to form:


Deputy Prosecuting Attorney Date
02-13-2020

Template Approved By Risk Management:


Risk Manager Date
2/13/2020