

**FIREARMS TRAINING FACILITY AGREEMENT  
[Menlo Park]**

THIS AGREEMENT is made and entered into this 4/16/2021, by and between the CITY OF REDWOOD CITY, a charter city and municipal corporation of the State of California ("City") and the CITY OF MENLO PARK, a municipal corporation of the State of California ("User").

**RECITALS**

WHEREAS, City has constructed and operates a police training facility and pistol range located at 1301 Maple Street, Redwood City, California; and

WHEREAS, City has a full-time employee as a Firearms Training Coordinator responsible for such facility and range; and

WHEREAS, City has promulgated certain rules and regulations concerning safety, hours of operation, and general use of the facilities; and

WHEREAS, User seeks to use the training facility and pistol range at such times specified, including times when said facility would otherwise be closed and not in use; and

WHEREAS, it is the desire of User to provide its own training supervisor, but it is the intent of both parties that the City's Firearms Training Coordinator shall have paramount authority over the supervision of the training facility and pistol range.

NOW, THEREFORE, the parties hereto agree as follows:

1. City agrees to allow those officers, employees or agents of User listed upon an authorization sheet supplied by User to use all equipment and facilities at the City's pistol range during the hours specified herein.

2. User agrees to provide City with a list of all persons authorized to use the facilities as an officer, employee, or agent of User. Additions or deletions from the authorization list shall be provided to City on a monthly basis. User shall take any and all reasonable measures to assure that only persons specified on the authorization list shall be permitted to use the training facilities and pistol range. The lists are provided to City for informational purposes only and City shall have no obligation to screen or to otherwise evaluate the qualifications of the listed persons to use the training facility or pistol range. Such screening procedures shall be the sole responsibility of User.

3. All officers, employees and agents of User shall strictly comply with all published rules and regulations of City and with any order or directive of City's Firearms Training Coordinator.

4. The City's Firearms Training Coordinator shall have full authority to close the facility and range at any time for any purpose. The City's Firearms Training Coordinator shall have full authority to exclude any person from use of the facility for violation of any rules or regulations relating to safety.

5. User may utilize the training facility and pistol range as needed during such time as the facility would otherwise not be in use by City personnel or other contracting agencies. City reserves the exclusive right to determine the hours of operation of the training facility and pistol range.

6. This Agreement shall be for the period of July 1st, 2019, and ending June 30, 2022, subject to cancellation without cause by either party upon providing thirty (30) days written notice to the other party.

7. Special events proposed to be conducted by User requiring the exclusive uses of the facilities may be authorized by City upon submittal of a request to the City's Firearms Training Coordinator and approval thereof by City's Firearms Training Coordinator.

8. City agrees to remain solely responsible for the normal maintenance and repair of the facilities. User agrees to pay City any and all reasonable costs resulting from the destruction or partial destruction of the training facility and pistol range which is caused as the result of the use of User of said facility. In consideration for the use of this pistol range, User agrees to pay City a total flat rate of \$15,783.00 as itemized below:

July 1st, 2019 to June 30, 2020 = flat rate of \$2583.00 (41 hours x \$63.00/hour)

July 1st, 2020 to June 30, 2021 = flat rate of \$6,500.00 (100 Hours x \$65.00/hour)

July 1st, 2021 to June 30, 2022 = flat rate of \$6,700.00 (100 Hours x \$67.00/hour) No shorter period for use of the pistol range shall be provided.

9. User also agrees to provide all items for training including, but not limited to, ammunition, targets, weapons, etc.

10. User must provide a certified range master or certified training supervisor to conduct such training. Such person must be present throughout the use of the pistol range by User. Such person also must be approved by the City's Firearms Training Coordinator prior to the conduct of User's training.

11. City shall not be liable for any loss, damage or injury of any kind whatsoever to User or its property, or to any of User's officers, employees, agents, guests or invitees, or any other person whomsoever, caused by any use of the training

facility or pistol range, or by any defect in any building, structure or any other improvement constructed thereon, or arising from any accident on said premises or any fire or other casualty thereon, or occasioned by the failure on the part of User to maintain, use, supervise, or regulate the premises in a safe manner, or by any act or omission of User or of any of User's officers, employees, agents, guests, or invitees, or arising from any other cause whatsoever. User hereby waives, releases, and discharges any and all claims and demands against City, its officers, boards and commissions, employees, agents, and volunteers for any such loss, damage or injury of User. User hereby agrees to defend, indemnify and hold harmless City, its officers, boards and commissions, employees, agents and volunteers from and against any and all claims, damages, losses and expenses including attorney fees arising out of the use of the premises by User, its officers, employees, agents, guests or invitees, caused or claimed to be caused by the acts, errors and/or omissions of User, its officers, employees, agents, guests or invitees or anyone for whose acts any of them may be liable ("Responsible Parties"). User's responsibilities under this section include liability arising from, connected with, caused by, or claimed to be caused by the active or passive negligent acts or omissions of City, which may be in combination with the acts or omissions of any Responsible Party, provided that User's duty to indemnify will not include any Losses arising from the sole negligence or willful misconduct of City.

12. User agrees that any and all of its officers, employees, agents or other personnel that may utilize the facility are not employees of the City of Redwood City. Should any officer, employee, agent, or other personnel of User submit a claim for any injury or cumulative trauma, including but not limited to hearing loss, arising out of his/her employment relationship with User relating to the use of the City's facility, User will

indemnify, defend and hold City, its officers, boards and commissions, officials, agents, volunteers and employees harmless from all such claims, whether made by way of civil litigation, arbitration, through the worker's compensation forum, or any other administrative, judicial or court proceeding.

13. User agrees to comply with the insurance requirements set forth by the City Risk Manager in Exhibit "A", attached to this Agreement and incorporated by reference. City acknowledges that User is self-insured pursuant to California Government Code 990.4.

*[Signature Page Follows]*

CITY:

CITY OF REDWOOD CITY,  
a charter city and municipal  
corporation of the State of California

DocuSigned by:  
By: Melissa Stevenson Diaz  
FE14A7CA3168435...  
Melissa Stevenson Diaz,  
City Manager

Attest:

DocuSigned by:  
Pamela Aguilar  
09AAF6D5DB0A49E...  
Pamela Aguilar, City Clerk

USER:

CITY OF MENLO PARK,  
a municipal corporation of the State of California

DocuSigned by:  
By: Starla Jerome-Robinson  
6BD907BD261744C...  
Starla Jerome-Robinson,  
City Manager

Attest:

DocuSigned by:  
Juan Hernandez  
39280A20D0BE491...  
Juan Hernandez, City Clerk

## **Exhibit "A"**

### **Insurance**

Insurance. User shall obtain and maintain for the duration of the Agreement and any and all amendments, insurance against claims for injuries to persons or damage to property which may arise out of or in connection with performance of the Services by User or User's agents, representatives, employees or subcontractors. The insurance carrier is required to maintain an A.M. Best rating of not less than "A:VII".

Coverages and Limits. User, at its sole expense, shall maintain the types of coverages and minimum limits indicated below, unless otherwise approved by City in writing. These minimum amounts of coverage will not constitute any limitations or cap on User's indemnification obligations under this Agreement.

Commercial General Liability Insurance. User shall maintain occurrence based coverage with limits not less than \$2,000,000 per occurrence. If the submitted policies contain aggregate limits, such limits will apply separately to the Services, project, or location that is the subject of this Agreement or the aggregate will be twice the required per occurrence limit. The Commercial General Liability insurance policy shall be endorsed to name the City, its officers, agents, employees and volunteers as additional insureds, and to state that the insurance will be primary and not contribute with any insurance or self-insurance maintained by the City.

Business Automobile Liability Insurance. User shall maintain coverage with limits not less than \$1,000,000 per each accident for owned, hired and non-owned automobiles.

Workers' Compensation and Employer's Liability Insurance. User shall maintain coverage as required by the California Labor Code and Employer's Liability limits with limits not less than \$1,000,000 per each accident for bodily injury or disease. The Worker's Compensation policy shall contain an endorsement stating that the insurer waives any right to subrogation against the City, its officers, agents, employees, and volunteers.

Notice of Cancellation. This insurance will be in force during the life of the Agreement and any extensions of it and will not be canceled without User providing thirty (30) days prior written notice to City sent pursuant to the Notice provisions of this Agreement.

Providing Certificates of Insurance and Endorsements. Prior to City's execution of this Agreement, User shall provide to City certificates of insurance and above-referenced endorsements sufficient to satisfaction of City's Risk Manager. In no event shall User commence any work or provide any Services

under this Agreement until certificates of insurance and endorsements have been accepted by City's Risk Manager.

Failure to Maintain Coverage. If User fails to comply with these insurance requirements, then City will have the option to declare User in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order to maintain the required coverages. User is responsible for any payments made by City to obtain or maintain insurance and City may collect these payments from User or deduct the amount paid from any sums due User under this Agreement.

Submission of Insurance Policies. City reserves the right to require, at any time, complete copies of any or all required insurance policies and endorsements.

Self-Insurance. Notwithstanding the above, both Parties will have the right to self-insure against any and all perils and/or liabilities against which it would otherwise be required to insure and will also have the right to effect any such insurance by means of so called "blanket" or "umbrella" policies of insurance.