

**LICENSE AGREEMENT  
FOR USE OF THE CITY OF FAIRFIELD  
ART KOCH RANGE AND FIREARMS TRAINING FACILITY**

THIS AGREEMENT is made and entered into this 28th day of June, 2019, by and between the CITY OF FAIRFIELD, a municipal corporation ("CITY"), and City of Winters ("USER"). CITY and USER are sometimes referred to as the "Parties," and individually as "Party."

RECITALS

WHEREAS, the CITY operates the Fairfield Police Department's Art Koch Range and Firearms Training Facility, located at 1717 Clift Lane ("Range"); and

WHEREAS, USER desires to use the Range under the terms and conditions hereafter set forth;

NOW, THEREFORE, the parties hereby agree as follows:

1. License to Use Range. The CITY agrees to grant USER a non-exclusive license to use the Range for official training or qualification.
2. Term. The term of this Agreement shall be for twelve (12) months from the effective date of this Agreement, unless sooner terminated by either Party.
3. Payment and Scheduling.
  - A. Prior to using the Range, USER must pay the CITY the fee designated in Exhibit "A," which is hereby referenced and incorporated into this Agreement. The CITY may adjust this fee at any time, upon thirty (30) days written notice to USER.
  - B. CITY and USER will cooperate to establish the exact times that USER will use the Range, and the CITY will maintain this schedule in a master calendar. The CITY has final authority to approve USER's schedule and the master calendar. No private use of the Range is permitted.
  - C. USER may elect to cancel its reservation for a full refund by notifying the CITY in writing no less than seven (7) calendar days prior to the assigned reservation date. If USER cancels its reservation date less than seven (7) calendar days before the assigned reservation date, USER will be billed for the time reserved and shall not receive a refund.
  - D. If USER prematurely terminates or otherwise fails to use the total allotted time during the USER's assigned reservation, USER shall not be credited or

refunded for such time unless CITY granted USER a modification to its scheduled reservation at least seven (7) days prior to the originally reserved date.

E. If USER requests to extend its assigned reservation time on the day of the booking, such an extension will be at the discretion of Fairfield Police Department on-site personnel and subject to availability. Additional hours will be billed according to the hourly rate in effect on the date of the booking.

F. USER shall submit payment to CITY no later than thirty (30) days from the date of all invoices, at the address provided in Paragraph 6 below.

4. Use of Range.

A. At all times during use of the Range, USER shall provide a Peace Officers Standards and Training (P.O.S.T.)-Certified Firearms Instructor ("Firearms Instructor") for the purpose of firearms training and qualification for all USER personnel. Prior to use of the Range, USER shall provide the CITY with a copy of the certifications of the Firearms Instructor who will be on site during any use of the Range. All use of the Range shall be in accordance with P.O.S.T. and CITY policies.

B. USER acknowledges and understands that Fairfield Police Department Operators ("Operators") will not, and shall not be requested to, provide instruction regarding any aspect of the facility or its use. USER agrees that the Operator's sole purpose is to manage facility equipment and to act as a general safety officer only.

C. USER agrees that only sworn peace officers, as defined in California Penal Code section 830.1, are allowed access to and use of the Range.

D. USER shall supply its personnel with all targets, ammunition, weapons, and other equipment necessary to use the Range for firearms qualification and training. All such equipment shall be in good working condition.

E. USER shall comply with the Range safety rules established by CITY and all orders of CITY personnel, including but not limited to the Operators. The current safety rules in effect are attached as Exhibit "B" and incorporated herein by reference.

F. After using the Range, USER personnel shall leave the Range in the same condition it was in before use including, but not limited to, removal of shell casings and all other debris. If the Range is not adequately restored to the same condition it was in before use, the CITY reserves the right to charge USER for the costs the CITY incurs in restoring the Range to its prior condition.

5. Termination.

A. Either party shall have the right to terminate this Agreement for any reason or for no reason upon thirty (30) calendar days' written notice to the other party.

B. In the event of termination or cancellation of this Agreement by CITY, USER agrees to cease use of the Range upon receipt of such notice.

6. Notices. Any notices, bills, invoices, or other communications provided pursuant to this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during the receiving Party's regular business hours; or (b) on the second business day following deposit in the United States Postal Service mail, registered or certified, postage prepaid and addressed as follows, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to this Section:

If to CITY:                    Fairfield Police Department  
  Attn: Lieutenant Rebecca Belk  
  1000 Webster Street  
  Fairfield, CA 94533

With a copy to:                Fairfield Police Department  
  Attn: Chief Randy Fenn  
  1000 Webster Street  
  Fairfield, CA 94533

If to USER:                    Winters Police Department  
  Attn: Chief John P. Miller  
  702 Main Street  
  Winters, CA 95694

7. Indemnification. USER shall indemnify, defend, and hold harmless CITY, its officers, agents, and employees against any and all claims, causes of action, damages, suits, judgments, liabilities or financial losses (including, without limitation, attorney's fees and costs), including death or injury to any person or damage to or destruction of any property, arising out of or occurring in connection with any act or omission of USER, its officers, agents, employees, or representatives during performance of this Agreement or use of the Range, except as arising from the sole and active negligence or willful misconduct of CITY. USER shall defend CITY, with counsel of CITY's choosing, at USER's own cost and expense, and shall satisfy any judgment, award, or decree that may be rendered against CITY. USER shall reimburse CITY for any and all legal expenses and costs incurred by CITY in connection therewith or in enforcing the indemnity herein. USER's obligation to indemnify shall not be restricted to

insurance proceeds, if any, received by USER or CITY. This Section shall survive expiration or termination of this Agreement.

8. Assumption of Risk and Waiver. USER may make an appointment with the CITY to inspect the Range prior to use. USER acknowledges that its use of the Range may involve risk of serious injury or death. USER recognizes and accepts that the Range may not be suited for firearms training or qualification of any kind and accepts the Range with all defects, latent or patent. USER, on behalf of itself and its personnel as a material part of the consideration for this Agreement, hereby assumes the risk of and releases CITY from any and all liability of any kind whatsoever that may arise out of use of the Range by USER, including, but not limited to, any defect, latent or patent, or any act or omission of CITY, its officers, agents, or employees related to this Agreement or the Range. In that connection, USER waives the benefit of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

The foregoing assumption of risk shall be effective except to the extent any liability is caused by the gross negligence or willful misconduct of CITY; shall survive termination of this Agreement; and is in addition to any other rights or remedies which CITY may have under the law or under this Agreement.

9. Insurance.

A. USER shall maintain in full force and effect, at all times during use of the Range, Commercial General Liability Insurance coverage including, but not limited to, Premises-Operations, Contractual Liability Insurance (specifically concerning the indemnity provisions of this contract), Broad Form Property Damage, and Personal Injury for liability arising out of this Agreement with the CITY. This policy shall have minimum limits for Bodily Injury Liability and Property Damage Liability of \$1,000,000 for each occurrence and \$2,000,000 aggregate. An additional insured endorsement (CG 20 10 11 85) to the Commercial General Liability insurance policy shall name the California Joint Powers Risk Management Authority and CITY and its officers, agents, volunteers, and employees as additional insureds.

B. If USER is self-insured for liability, it may submit a certification of self-insurance and additional insured endorsement to the CITY's Risk Manager, providing for the same level of insurance coverage listed above. Upon acceptance of that written commitment by the City Risk Manager, the requirements of Paragraph A shall be satisfied.

C. USER shall submit a certificate of insurance or equivalent written proof that it is insured against liability for workers compensation in accordance with the provisions of Section 3700 of the Labor Code. In signing this Agreement, USER makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

D. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve USER from liability in excess of such coverage, nor shall it preclude the CITY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

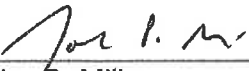
10. Assignment. The provisions of this Agreement shall be binding upon and, subject to any prescribed limitations on the right of assignment, shall insure to the benefit of the parties hereto and their respective heirs, successors, assigns and legal representatives. USER shall not assign this Agreement, in whole or in part, without the prior written approval of CITY. Any attempt by USER to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.
11. Entire Agreement; Amendment. This document contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto and no oral understanding or agreements not incorporated herein shall be binding on any of the parties hereto.
12. Governing Law; Venue. The interpretation and implementation of this Agreement shall be governed by the laws of the State of California. If any Party initiates an action to enforce the terms of this Agreement or declare rights hereunder, the parties agree that the venue thereof shall be the County of Solano, California.
13. Authorization. Each person executing this Agreement on behalf of USER represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of USER and that this Agreement is binding on USER in accordance with its terms.
14. Severability. Invalidation of any provision contained herein or the application thereof to any person or entity by judgment or court order shall in no way affect any of the other covenants, conditions, restrictions, or provisions hereof, or the


application thereof to any other person or entity, and the same shall remain in full force and effect.


IN WITNESS WHEREOF, the Parties have caused this agreement to be executed on the date first written above.

City of Winters,

CITY OF FAIRFIELD,

By   
John P. Miller  
Chief of Police

By   
City Manager



**EXHIBIT A**

[insert fees]

## EXHIBIT "A"

### Fairfield Police Department Training Facility Rental Rates

Pistol Range	
Hourly	\$75.00

Rifle Range	
Hourly	\$70.00

Mat Room (Classroom Seats 75)	
Hourly	\$60.00

Classroom (Seats 30)	
Hourly	\$50.00

Conference Room	
Hourly	\$50.00

Driving Simulators	
Hourly	\$50.00
Hourly with Operator*	\$100.00
*Required if renting agency does not have a trained operator.	

Force Option Simulator	
Hourly with Operator*	\$125.00
*FPD Operator always required for use of the F.O.S.	



**EXHIBIT B**

[insert Range safety rules]



**Fairfield Police Department  
Art Koch Training Facility  
1717 Rex Clift Lane  
Fairfield, California 94533**



**~RANGE SAFETY PLAN~**

**Basic Firearms Safety Rules**

1. TREAT ALL FIREARMS AS IF THEY ARE LOADED.
2. NEVER LET THE MUZZLE COVER ANYTHING YOU DO NOT INTEND TO DESTROY.
3. KEEP YOUR FINGER OFF OF THE TRIGGER UNTIL YOU DECIDE TO SHOOT.
4. BE SURE OF YOUR TARGET AND WHAT IS BEYOND IT.

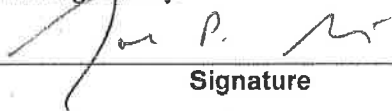
**Range Safety Rules**

1. No outside agency will use the live Training Facility without a certified instructor present and in control of training.
2. All Range Officers will review these Range Safety Rules with students at the beginning of each training session.
3. Eye and ear protection will be used at all times while in the shooting ranges.
4. Students and staff will know the exact location of, and have immediate access to a first aid kit.
5. All injuries or observed unsafe conditions will be reported to range staff immediately.
6. Pistols will remain holstered until range officer gives a command to begin any live fire exercise.
7. Keep firearm muzzles pointed down range. **AT NO TIME, ARE LOADED FIREARM MUZZLES TO BE POINTED UP.**
8. Do not pick anything up from the floor in the live fire area until all weapons are holstered and range officer declares the range is safe to do so.
9. If you have a malfunction with your firearm, clear it while pointing it in a safe direction and continue the exercise. If you cannot clear the malfunction, keep your firearm pointed in a safe direction and maintain a safe position on the firing line until the exercise is over.
10. Be aware of possible crossfire situations during multiple-officer exercises.
11. Targets are to be placed so penetrating rounds will not strike the walls, floor, ceiling or equipment.
12. Pistols will be prepared for disassembly on the firing line. (Remove magazine, clear chamber, and press trigger while pointing pistol safely down range.)
13. No live ammunition is to be allowed in the cleaning room. Magazines may be reloaded in the designated live fire area.

14. Weapons are to be reloaded in the live fire area while pointed safely down range or in clearing barrel. The weapon operator shall be on the firing line with no one between them and the targets down range. Do not reload your weapon in the Cleaning or Ready Rooms or any other unauthorized location.
15. All unused ammunition will be removed from the live fire areas and Ready Room. No live ammunition is to be left unsecured. Return any unused ammunition to the appropriate storage area, a supervisor or a range officer.
16. Any damage to the Training Facility will be reported immediately to Fairfield Police Department Training Facility Staff. In the event that Fairfield Police Department Training Facility Staff is not available, the on-duty Watch Commander will be notified. If the damage creates a safety problem for continued use, the facility will be taken out of service and all Training Facility Staff will be notified. Yellow crime scene tape across a range door or entryway will signify that the facility is out of service.
17. Outside agencies will be responsible for providing all of their own safety, training, and range supplies. This includes, but is not limited to, targets, eye and ear protection, ammunition, and any other items used in the course of their training. Fairfield Police Training Facility Staff will provide cardboard target backers. No outside target backers (Except Napa Valley College) are to be used on the range target systems.
18. Upon completion of training, all brass and debris will be cleaned up by the user agency. Debris that will not fit in provided trash receptacles will be bagged for removal by custodial staff.
19. Any accidental discharges at the facility outside of the designated live fire areas shall be reported immediately to Fairfield Police Department Training Facility Staff. In the event that staff is not available, the on-duty Watch Commander will be contacted immediately.
20. No live ammunition shall be used for demonstration or educational manipulation outside of the designated live fire areas.
21. The Range Safety Rules will be adhered to at all times.
22. Failure to comply with the Range Safety Rules will be grounds for the immediate termination of user agency training. Training may be allowed to resume ONLY after the Fairfield Police Department Range Master or his designee have reviewed the incident and provided appropriate re-training, or supervised the replacement of the involved staff.

**By signing this document I acknowledge the following:**

- I have received copies of the Fairfield Police Department's Range Safety Plan, which contains the four Basic Firearms Safety Rules and Range Safety Rules.
- I have read, understand and accept all conditions dictated in those documents.
- Fairfield Police Department's Range Staff has provided verbal and physical instruction on the safe use and operation of the Fairfield Police Department's Range & Training Facility.
- I understand that a violation of any portion of the Range Safety Plan may result in the loss of my instructional privileges at the Fairfield Police Department's Range & Training Facility.

	7/1/19
Signature	Date
JOHN P. MILLER	WINTERS PD
Printed Name	Agency
_____ Signature	_____ Date
_____ Printed Name	_____ Agency
_____ Signature	_____ Date
_____ Printed Name	_____ Agency
_____ Signature	_____ Date
_____ Printed Name	_____ Agency
_____ Range Staff	_____ Date