

AGREEMENT FOR USE OF FIRING RANGE

THIS AGREEMENT, made and entered into this 17th day of April, 1989, by and between the CITY OF CHEHALIS, WASHINGTON, a municipal corporation, herein called "City", and LEWIS COUNTY SHERIFF'S DEPARTMENT, a department of Lewis County, Washington, herein called "County",

W I T N E S S E T H:

WHEREAS, City is the owner of a weapons firing range located within City, designed and intended for the weapons training and practice of law enforcement officers, and

WHEREAS, County desires to have available the use of said weapons firing range for the weapons training and practice of their law enforcement personnel, now, therefore,

For and in consideration of the mutual covenants and promises herein contained, and other valuable consideration, the parties agree:

1. City shall make available to County City's weapons firing range for weapons training and practice of County law enforcement personnel assigned to the Lewis County Sheriff's Office.
2. County shall pay to City the sum of One Thousand Seven Hundred and Fifty and no/100ths Dollars (\$1,750.00) annually, which figure is calculated at Twenty-five and no/100ths Dollars (\$25.00) per individual of County's personnel training and practicing on the weapons firing range. Said payment shall be made within sixty (60) days of the date of this Agreement for the calendar year 1989.
3. This Agreement shall commence on the 1st day of March, 1989, and continue indefinitely until terminated by either party. Either party may terminate this Agreement at the end of any

however, should County terminate this Agreement at any time during an existing calendar year wherein the same is in effect, the total fee due and owing for that calendar year shall be due and payable to City.

4. City's Chief of Police or his designated representative shall coordinate the use of the weapons firing range by County personnel.

5. County shall assume all risk of damage or loss to its property or injury or death to any of its personnel and agrees to save and hold City harmless from any and all claims, demands, liabilities and causes of action asserted against City by reason of the use of City's weapons firing range by County, other than such claims, demands, liabilities or causes of action that may arise by reason of the negligence or intentional acts of City or any elected or appointed officer or employee of City.

EXECUTED IN DUPLICATE on the date and year first above written.

CITY OF CHEHALIS, WASHINGTON,
a municipal corporation

BY *David M. Campbell*
Its City Manager

Attest: *Alana E. Statham*
Its City Clerk

CITY

LEWIS COUNTY, WASHINGTON

BY *Greg Cox*
Commissioner

BY *Jeanne Schwartz*
Commissioner

BY *R. Jay Winter*
Commissioner

COUNTY

Approved as to form:

LEWIS COUNTY PROSECUTING
ATTORNEY

BY *Eugene Butler*
Eugene Butler
Deputy Prosecuting Attorney