

**RESOLUTION NO. 3047**

**A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE A HOLD HARMLESS AGREEMENT WITH THE SWISS SPORTSMEN'S CLUB OF TACOMA FOR THE USE OF THE CLUB'S FIREARMS RANGE.**

**WHEREAS**, Bonney Lake Police Department requires a firearms training facility to ensure officers are adequately qualified to carry a firearm while working in their capacity as a Commissioned Officers for the City of Bonney Lake; and

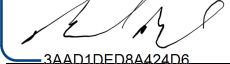
**WHEREAS**, the Swiss Sportsmen's Club of Tacoma has offered such a facility within the City of Bonney Lake pending the signing of the annual hold harmless agreement; and

**WHEREAS**, the City has budgeted for the Bonney Lake Police Department facility rental agreement to cover the facility rental costs of utilizing the Swiss Sportsmen's Club of Tacoma's facility.

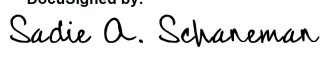
**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to sign the hold harmless agreement with the Swiss Sportsmen's Club of Tacoma.

**PASSED BY THE CITY COUNCIL this 17th day of May, 2022.**

DocuSigned by:  
  
3AAD1DED8A424D6  
Michael McCullough, Mayor

AUTHENTICATED:

DocuSigned by:  
  
E0B5EFCF37394F8...  
Sadie Schaneman, CMC, City Clerk

City of Bonney Lake  
**City Council Agenda Bill (AB)**

<b>Department / Staff Member:</b> Bryan Jeter, Chief of Police	<b>Meeting/Workshop Date:</b> May 17, 2022	<b>Agenda Bill Number:</b> AB22-73
<b>Agenda Item Type:</b> Resolution	<b>Ordinance/Resolution Number:</b> 3047	<b>Councilmember Sponsor:</b>

**Agenda Subject:** Approval of Hold Harmless Agreement with the Swiss Sportsmen's Club of Tacoma for police use of their firearms range.

**Full Title/Motion:** A Resolution Of The City Council Of The City Of Bonney Lake, Pierce County, Washington, Authorizing The Mayor To Execute A Hold Harmless Agreement With The Swiss Sportsmen’s Club Of Tacoma For The Use Of The Club’s Firearms Range.

**Administrative Recommendation:** Approve

**Background Summary:** The police department has used the firearms range for over 23 years. This contract is a renewal of the hold harmless agreement for the continued use of the firearms range and payment for use of the range.

**Attachments:** Hold Harmless Agreement

<b>BUDGET INFORMATION</b>				
Budget Amount	Current Balance	Required Expenditure	Budget Balance	Fund Source
\$5000		\$5000		<input checked="" type="checkbox"/> General <input type="checkbox"/> Utilities <input type="checkbox"/> Other
<b>Budget Explanation:</b> Reimbursed				

<b>COMMITTEE, BOARD &amp; COMMISSION REVIEW</b>				
Council Committee:	Approvals:	Yes	No	
Public Safety	Chair Councilmember Justin Evans	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Committee Date:</b> May 10, 2022	Councilmember Gwendolyn Fullerton	<input type="checkbox"/>	<input type="checkbox"/>	
	Councilmember Angela Baldwin	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Forwarded to:</b>	<b>Consent Agenda:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>Commission/Board Review:</b>				
<b>Hearing Examiner Review:</b>				

<b>COUNCIL ACTION</b>			
Workshop Date(s):	May 10, 2022	Public Hearing Date(s):	
Meeting Date(s):	May 17, 2022	Tabled to:	

<b>APPROVALS</b>		
<b>Director:</b> Bryan Jeter	<b>Mayor:</b> MM	<b>Date Reviewed by City Attorney:</b> (if applicable)

## **SWISS SPORTSMEN'S CLUB OF TACOMA RENTAL HOLD-HARMLESS AGREEMENT**

This agreement is made this 1st day of January, 2022 and entered between the Swiss Sportsmen's Club of Tacoma, a non-profit organization, here after referred to as "SSCT", and the City of Bonney Lake, here after referred to as "COBL".

1. **DAYS OF USE:** Whereas the COBL desires to use the SSCT Facilities for firearm shooting, practice and training, **two (2) days per month**. These days of use shall be mutually scheduled and reserved in advanced by the Training Officer for the COBL, and the SSCT Park Manager. The COBL will schedule days of use no less than 14 days in advance.
2. **COMMISSION OFFICERS ONLY:** No other person, other than Commissioned Law Enforcement Officers **employed by the COBL**, may use the facility without written approval from the SSCT.
3. **SAFETY RULES:** All Commissioned Officers using the facility shall conduct themselves in accords with the standard firearm safety practices and observe all established shooting rules of the SSCT as set forth in the attached Outdoor Range and Safety Rules.
4. **USING THE FACILITIES:** The COBL shall furnish to the SSCT, prior to using the facilities, a city approved safety plan. When the COBL is using the facilities, there shall be at least one COBL designated Range Supervisor to ensure all safety rules and regulations are followed. Upon finishing after each use of the facility, the facility grounds shall be inspected by COBL and returned to its original condition with specific concern given to recovering any live ammunition.
5. **HOLD HARMLESS AND INSURANCE:** The COBL shall be fully responsible for all acts, commissions, or omissions, of Officers or Agents using the facility for firearm shooting, training, and practice. The COBL hereby agrees to save and hold SSCT, its officials, members, board members, employees, and agents, harmless from all damages directly or indirectly incurred as a result of any acts, omissions, errors, or negligence of its Officers or Agents using the SSCT Facility. The COBL agrees to indemnify and hold the SSCT harmless from any such acts and/or omissions. The COBL shall provide a certificate of insurance naming the SSCT as an additional insured prior to use of the facilities.
6. **EFFECTIVE DATE:** This agreement shall be effective upon execution and shall be renewed on an annual basis. Either party privy to this agreement may terminate this agreement by delivering a written notice of termination at least thirty (30) days in advance of the termination date.

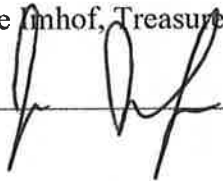
7. **CHANGE IN WRITING ONLY:** This agreement represents the entire agreement between the parties. No change or modification attempt to waive any of the provisions of this agreement shall be binding by either party unless the authorized representative of each party agrees to the change in writing. This agreement shall not be modified, supplemented, or otherwise affected by the course and dealings between the parties.
8. **ANNUAL FEE:** The annual fee in the amount of Five Thousand (\$5,000.00) Dollars shall be charged to the COBL and shall be paid within thirty (30) days of signing this agreement and must be paid before the facility may be used by the COBL.
9. **NOTICES:** All notices shall be sent to the named party as listed below.

Swiss Sportsmen's Club of Tacoma  
9205 198<sup>th</sup> Avenue East  
Bonney Lake, WA 98391

Dated this 1<sup>st</sup> day of January, 2022

By (print name) Joe Imhof, Treasurer SSCT


By (signature) \_\_\_\_\_



**CITY OF BONNEY LAKE**

By (print name) Michael McCullogh

By (signature) \_\_\_\_\_

DocuSigned by:  
  
3AAD1DED9A424D6...

Please return signed contract to the address above.