

NEWBERG POLICE DEPARTMENT -----

----- AGREEMENT

NEWBERG RIFLE AND PISTOL CLUB -----

Effective Date: July 1, 1998

The Newberg Police Department and the Newberg Rifle and Pistol Club hereby enter into an agreement for one year whereby the Newberg Police Department will have the use of the indoor safety rifle and pistol range supervised and controlled by the Newberg Rifle and Pistol Club and owned by the Gibbs Community Club, for police pistol and revolver training for sixty-four range hours, more or less, at times on days compatible to the schedules of each. For this range use, the Newberg Police Department agrees to pay the Newberg Rifle and Pistol Club the sum of \$500.00. Both parties agree to the following privileges and restrictions.

DEFINITIONS, TIMES, DAYS, APPROXIMATE DATES,  
SAFETY RULES, TARGETS, BARRICADES, EXCEPTIONAL FIRING,  
RANGE OFFICER APPROVAL, INSURANCE, PAYMENT DUE,  
SUPERVISION, REPAIR OF DAMAGE CAUSED, EARLY TERMINATION  
OF AGREEMENT, RENEGOTIATION OF AGREEMENT, SEVERABILITY,  
AUTHORIZATION BY SIGNATORIES

1. DEFINITIONS:

- A. Club Member: a member of the Newberg Rifle and Pistol Club.
- B. NPD Firearms Instructor: a member of the NPD who has as part of his/her duties the instruction of other members in the safe and effective firing of pistols and revolvers; who also is experienced and certified either as an NRA Police Firearms Instructor, an Oregon Police Firearms Association Instructor, or who has directed and run Firearms Training Courses certified by the Oregon Board on Public Safety Standards and Training --or by its predecessor, the Oregon Board on Police Standards and Training.
- C. Chief Range Officer: The NPD Firearms Instructor responsible for the range, the conduct of all firing and the safety of all people on and around the range during qualification firing and the times immediately before and after firing.
- D. Newberg Police Department, also known as NPD: the police department of the City of Newberg, a Municipal Corporation of the State of Oregon.

- E. Newberg Rifle and Pistol Club, also known as NRPC: a non-profit organization active in firearms training programs. The Newberg Rifle and Pistol Club is authorized to conduct range operations by the Gibbs Community Club, which owns the multi-purpose building that contains the firearms Safety Range.
- F. The Gibbs Community Club, Inc.; a non-profit organization 501 (c) (3) under the rules of the United States Internal Revenue Service.
- G. Shooter: a member of the Newberg Police Department who is required, ordered, or invited by the department to participate in regularly scheduled qualification firing and training with one or more pistols or revolvers.
- H. Range fees: that fee paid by a member for himself/herself and for each of the member's guests for each civilian firing session at the Gibbs Range. (This does NOT include any additional fees beside the lump sum agreed upon in this agreement for police training and qualification firing.) As of this date (August 1998) this fee is \$2.00 per person per two-hour firing session.
- I. Rangemaster: The NRPC Chief Range Officer who is responsible to NRPC and the Gibbs Community Club for the safe conduct of all firing. The NRPC Rangemaster for pistol and revolver firing at this time (August 1998) is Ed Savage. His phone number is 538-4921; he is at the Gibbs Range on Thursday evenings between 6:30 PM and 9 PM.
- J. Range Rules: the approved and published Range Safety Rules of the NRPC dated May 30, 1996, as amended.

## 2. TIMES:

- A. All qualification firing will be done during the daytime hours. Because of the absolute necessity of getting along well with our neighbors, there will be no firing after 9 PM.

## 3. DAYS AND DATES:

- A. Qualification (quarterly) dates will be set by NPD. Major firing days will normally fall on Thursdays and Saturdays. Make-up firing sessions will be scheduled by contacting the NRPC Secretary/Treasurer Donna Jo King (above.) In her absence, contact Ed Savage at 538-4921.

## 4. SAFETY RULES:

- A. Strict adherence to firearms safety rules is required. A copy of the Range Rules for this facility accompanies this agreement.

- B. Fans will be used during firing to exhaust dangerous fumes caused by the firing.
- C. The range doors will be closed during firing. This range is a Safety Range only when the doors are shut. The term "Safety Range" means that a shot fired in any direction on the range will not get outside the range. If one of the steel doors is open, a shot can escape.
- D. Protection for its shooters' hearing and eyesight will be provided by NPD; shooters will be required to use such protection or leave the range.

#### 5. TARGETS:

- A. Targets used by NPD will be furnished by NPD.
- B. The targets used MUST be centered horizontally ON THE LINE MADE BY THE TARGET-HOLDING METAL CLIPS. In addition, THE TOPS OF THE TARGETS MUST NOT BE ANY HIGHER THAN THE RED HORIZONTAL LINE MARKED ON THE TARGET HOLDING FELT. If the targets are placed following these instructions, minimal damage to the target-holding structure of fir two-by-fours will occur. If these instructions are NOT followed, the volume of heavy-caliber firing expected will cause destruction of the underlying structure. This is to be avoided due to the unnecessary work and expense involved in replacing the structures...

#### 6. BARRICADES:

- A. Barricades used by NPD will be furnished by NPD.

#### 7. EXCEPTIONAL FIRING:

- A. The Gibbs Range is ideal for both Basic Pistol Courses and for Advanced Restricted Light Courses. THERE ARE ADDITIONAL RANGE SAFETY RESTRICTIONS NECESSARY FOR THESE COURSES, HOWEVER.
- B. The Gibbs Range is a Safety Range, which means that all shots fired in the building will STAY in the building and will not hazard any person outside the range. In other words, ALL ROUNDS FIRED INSIDE THIS BUILDING WILL STAY INSIDE THE BUILDING. EITHER THE ROUND FIRED WILL HIT THE BACKSTOP AND GO INTO THE BULLET TRAP -- OR THE SHOT WILL HIT CONCRETE AND WILL RICOCHET UNTIL IT LOSES ALL VELOCITY! A HEAVY CALIBER ROUND THAT MISSES THE BACKSTOP REPRESENTS A HIGH HAZARD TO ALL PERSONS INSIDE THE BUILDING AT THE TIME THE SHOT IS FIRED!
- C. For either basic courses or restricted light courses of fire, the following additional requirements are necessary:

- (1) The NPD Chief Range Officer will draw out the plans for the exceptional firing course, or courses, and will go over the proposed course, or courses, with the NRPC Rangemaster for mutual approval. If there is doubt in the Rangemaster's mind about any aspect of the proposed course, the Rangemaster will require a demonstration of the course to be fired before approving Gibbs Range use for the course by student officers.
  - (a) For the basic courses, the following will be required and desirable: plenty of very close to the target firing until the shooter will hit the backstop with every shot; plenty of good line coaching help available while the basic shooter is learning to fire proficiently -- and to always hit the backstop.
  - (b) For the Advanced Restricted Light Courses, the following will be required and desirable:
    1. The shooter will be an advanced shooter, that is, will be trained to 80% or better on the standard course BEFORE firing a Restricted Light Course on the range.
    2. The shooter will fire successfully under triple time allowance at close range BEFORE the target exposure is reduced to the eventual times sought. THIS RESTRICTION IS SPECIFICALLY DESIGNED TO OBTAIN AIMED SHOTS EVERY TIME -- AND TO AVOID THE SHOT THAT THE SHOOTER FIRES LATE AND IN THE DARK WHILE ONLY HOPING THAT THE TARGET IS GOING TO BE WHERE THE SHOT WAS AIMED!
    3. The shooter will establish his/her ability to hit the backstop from short range BEFORE moving back to the eventual range required.
- B. While the desirability of these requirements are obvious to the Firearms Training Officers of NPD, it is the feeling of the Executive Committee of NRPC that these restrictions are to be spelled out before we enter into what we hope will be a long and successful working relationship. You see, in the early 1980s the NRPC had the north wall of the old range (above the backstop) nearly completely shot out by careless pistol shooting. It is felt that this was due entirely to the lack of professional supervision for the shooters using the range. Tight, professional supervision will keep this range safe; poor supervision and careless shooters on this Safety Range will certainly result not only in range damage, but in injury to personnel from either ricochets or from flying concrete splinters. Cooperation between the NPD and NRPC will reduce all risk to the absolute minimum.

8. RANGE OFFICER APPROVAL; NPD RANGE OFFICERS AS NRPC MEMBERS:

- A. Trained, professional range officers and instructors rule ranges with iron hands, which leads to safety.
- B. While NRPC will not presume to judge or evaluate NPD range supervisory personnel, nor will the NRPC interfere with any NPD pistol or revolver training, the NRPC reserves the right to suspend all firing if, or when, an unsafe practice is observed. This includes the use of unreliable ammunition and/or unsafe firearms and equipment, as well as procedures. The suspension will remain in effect until the problem is cleared up.
- C. The five Firearms Instructors of record will have full NRPC membership for the period covered by this agreement. As of this date (August 1998), these officers are:

Robert I. Tardiff, Chief of Police  
Scott A. Jones,  
Larry V. Wiltshire,  
Thomas J. Ferritt,  
Mark Cooke

9. PAYMENT DUE:

- A. Payment on this agreement is due within thirty days of the effective date of this agreement as carried on the first page of this agreement.
- B. Renegotiation of agreement. The conditions and payment for this year are subject to modification for following years. Negotiation can be reopened and the conditions of the new agreement modified during the final two months of this agreement, with such modifications being included in the agreement for the following year. Such negotiations will be completed before the anniversary of the effective date as carried on the first page of this document. Unless such negotiations are completed by the anniversary of the effective date, this agreement will go into its next year as it is herein written.
- C. Payment shall be sent to Mr. Lee Thorne, Treasurer, NRPC, 3904 Aquarius Blvd, Newberg, Oregon 97132. The IRS Employer's Number to be used: 93-0523488.

10. SUPERVISION:

- A. Supervision of the range operations during NPD firing will be accomplished by NPD Range Officers and Instructors. Inspection Supervision will be handled by the NRPC Rangemaster.

11. INSURANCES:

- A. NPD shooters firing on Gibbs Range are doing so as members of the NPD. As such, they are to be covered by the department's insurances covering training activities. CURRENT CERTIFICATION THAT BOTH THE GIBBS COMMUNITY CLUB (the owner of the range), AND THE NEWBERG RIFLE AND PISTOL CLUB (the operator of the range) WILL BE FURNISHED TO THE NRPC.
- B. NPD shooters firing on Gibbs Range are also firing as guests of one or more of the Firearms Instructors of the NPD. Each of these officers is a member of the NRPC and as such can have as many as one hundred guests. Under this rule, each NPD shooter is also covered by the NRA insurance provided by the NRPC. All NPD shooters are encouraged to participate in small-bore rifle shooting on Wednesday nights and in pistol and revolver shooting on Thursday nights, either as guests or as members.

12. REPAIR OF DAMAGE CAUSED:

- A. Work parties are necessary from time to time to repair damage caused by firing. These work parties usually are of short duration. When a range repair work party is scheduled, NPD's Chief Range Officer will be contacted by NRPC's secretary. It is suggested that about four people from NPD take part in such work parties.

13. EARLY TERMINATION OF THIS AGREEMENT:

- A. This agreement can be terminated for cause by either party when the other party violates any of the points of agreement; any payment received will be refunded on a pro-rata basis;
- B. This agreement can be terminated without cause being specified by either party with thirty days advance notice; any payment received will be refunded on a pro-rata basis.

14. SEVERABILITY:

- A. If any section, or sections, of this agreement are found by a court to be illegal, that section, or those sections, shall be severed from the rest of this agreement. The remaining agreement shall remain in full force and effect for the duration of the agreement period.

15. AUTHORITY AND SIGNATURES:

A. The two parties involved in this agreement do hereby approve of the contents of this document and agree to perform as specified.

Paul J. [Signature]  
NEWBERG POLICE DEPARTMENT  
August 25, 1998  
date signed

Randall E. [Signature]  
NEWBERG RIFLE AND PISTOL CLUB  
August 10, 1998  
date signed



1212 Court Street NE  
Suite 301  
Salem, OR 97301  
(503) 585-1121

# CERTIFICATE OF COVERAGE

Covered Entity: City of Newberg

Agent: Direct

This is to certify that coverage is provided to the designated entity as noted below. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the terms, exclusions and conditions of such coverage are not amended by this certificate.

| TYPE OF COVERAGE                                                                                                                                                                                                                       | EFFECTIVE DATE                                                                                                                                                                                                                                                                                                                                     | EXPIRATION DATE | LIMIT OF LIABILITY                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|----------------------------------------------------------|
| <input checked="" type="checkbox"/> Comprehensive Liability<br>(Including Owned and Nonowned Auto)                                                                                                                                     | 07/01/98                                                                                                                                                                                                                                                                                                                                           | 06/30/99        | \$2,000,000<br>Combined<br>Single Limit                  |
| <input checked="" type="checkbox"/> Auto Physical Damage<br>Deductible:<br>Collision \$ 500.00<br>Comprehensive \$ 100.00                                                                                                              | 07/01/98                                                                                                                                                                                                                                                                                                                                           | 06/30/99        | Replacement<br>Value on<br>Specified<br>Vehicles         |
| <input checked="" type="checkbox"/> Property<br>Deductible:<br>Property \$ 1,000.00<br>Mobile Equipment \$ 1,000.00<br><br>Crime<br><br>Earthquake & Flood<br>Deductible<br>Earthquake 5% of Value; \$50,000 Minimum<br>Flood \$50,000 | 07/01/98                                                                                                                                                                                                                                                                                                                                           | 06/30/99        | Per Filed<br>Values<br><br>\$ 50,000<br><br>\$10,000,000 |
| <input checked="" type="checkbox"/> Workers' Compensation                                                                                                                                                                              | 07/01/98                                                                                                                                                                                                                                                                                                                                           | 06/30/99        | Statutory                                                |
| <input checked="" type="checkbox"/> Employer's Liability                                                                                                                                                                               | 07/01/98                                                                                                                                                                                                                                                                                                                                           | 06/30/99        | \$2,000,000                                              |
| <b>Certificate Holder</b><br><br>Newberg Rifle and Pistol Club and Gibb's<br>Community Club                                                                                                                                            | Should any of the above described coverage be canceled before the expiration date thereof, City/County Insurance Services will endeavor to provide 30 days written notice to the certificate holder named herein, but failure to provide such notice shall impose no obligation or liability of any kind upon CIS, its agents, or representatives. |                 |                                                          |
|                                                                                                                                                                                                                                        | Signature<br><i>Bonnie Gallagher</i>                                                                                                                                                                                                                                                                                                               |                 | Issue Date<br>08/24/98                                   |

Subject: Fire arms training (performed yearly). Additional insurance with respect to attached endorsement.

**ADDITIONAL INSURED - LESSOR**

In consideration of the coverage provided it is agreed that any liability coverages afforded by this policy for services rendered shall also apply to Newberg Rifle and Pistol Club and Gibb's Community Club. This insurance is subject to the following additional provisions:

1. We will pay damages for which Newberg Rifle and Pistol Club and Gibb's Community Club becomes legally responsible only if the damages arise out of acts or omissions of the City of Newberg.
2. The designation of Newberg Rifle and Pistol Club and Gibb's Community Club as an additional insured shall not operate to increase our limits of liability.

**ALL OTHERS TERMS AND CONDITIONS OF THIS POLICY REMAIN THE SAME.**

Effective 7/1/98, this endorsement forms a part of Policy No. 98 L NEW

Issued to City/County Insurance Services

**AUTHORIZED REPRESENTATIVE**

