

ORDINANCE NO. 2018-08
INTRODUCED BY: MS. DEBERNARDO

4083

**AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A
CONTRACT WITH THE VILLAGE OF HUNTING
VALLEY FOR THE USE OF THE VILLAGE OF
HUNTING VALLEY FIRING RANGE AND DECLARING
AN EMERGENCY.**

WHEREAS, the Village of Hunting Valley has offered the use of its firing range for firearm target practice by personnel of the Chagrin Falls Police Department on a yearly basis; and

WHEREAS, the Chief of Police has recommended that the Village enter into a Contract with the Hunting Valley Police Department for use of its firing range, based on cost, location and availability.

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE
VILLAGE OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That the Mayor is authorized and directed to enter into a Contract with the Village of Hunting Valley for use of the Village of Hunting Valley Firing Range pursuant to the terms and conditions set forth in the Contract which is attached hereto and incorporated herein as Exhibit "A".

SECTION 2. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

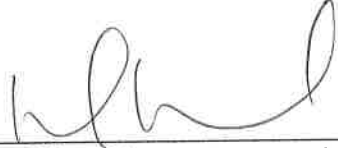
SECTION 3. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that this Ordinance is necessary to authorize the use of the firing range at the earliest possible date, in order for personnel of the

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police department to have use of the firing range; wherefore provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: February 12, 2018



Karl Maersch, Council President

Submitted to the Mayor for
his approval on this

13 day of February, 2018

Approved by the Mayor

February 13, 2018



Mayor William Tomko

I hereby certify that Ordinance No. 2018-08 was duly enacted on the 12 day of February, 2018, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.



David B. Bloom, Clerk of Council

**CONTRACT WITH THE VILLAGE OF HUNTING VALLEY
FOR USE OF THE
VILLAGE OF HUNTING VALLEY FIRING RANGE**

Agreement entered into the 13 day of February, 2018, between the Village of Chagrin Falls, 21 West Washington Street, Chagrin Falls, Ohio 44022 (hereinafter "Using Agency") and the Village of Hunting Valley (hereinafter "Village"), 38251 Fairmount Boulevard, Hunting Valley, Ohio 44022.

WITNESSETH THAT,

WHEREAS, the Village owns and operates a firing range for firearm target practice, located at 38251 Fairmount Boulevard, Hunting Valley, Ohio (hereinafter "Firing Range"); and

WHEREAS, the Using Agency desires to have the Firing Range made available to certain of its police personnel for firearm target practice;

NOW, THEREFORE, in consideration of the mutual promises recited hereinafter, the Village and the Using Agency hereby covenant and agree as follows:

1. **Effective Dates**

This agreement shall be in effect for a (1) year period beginning on the first day of January, 2018, and ending on the last day of December, 2018.

2. **Availability of the Firing Range**

The Firing Range shall be available for use by authorized personnel of the Using Agency at times scheduled by mutual agreement of the Using Agency and the Chief of Police for the Village, or his designee. All times will be scheduled Monday thru Friday between 0600 hours and 1700 hours whenever possible.

3. **The Range Officer**

The Chief of Police, on behalf of the Village, shall designate a "Range Officer" who shall exercise authority over the use of the Firing Range in the following particulars:

- (a) The Firing Range shall be under the control of the Hunting Valley Range Officer. If circumstances dictate, his presence may be required by the Chief of Police, and if so required, subsection (6) shall apply.

- (b) All personnel using the Firing Range shall be under the control of the Range Officer for conduct only (not for instructional purposes).
- (c) The failure of any personnel of the Using Agency to immediately and fully comply with the instructions from the Range Officer shall, in the discretion of the Village, constitute a breach of this Agreement by the Using Agency, and may preclude any further use of the Firing Range by any of the personnel of the Using Agency.
- (d) All weapons and ammunition intended to be used on the Firing Range are subject to inspection by the Range Officer before they may be fired. Any weapons or ammunition, which fails to receive the approval of the Range Officer, shall not be used on the Firing Range.
- (e) No course or stage of fire may be used on the firing Range unless such course or stage has been approved by the Range Officer for use on Hunting Valley's Range.
- (f) The Range Officer may refuse access to, or use, of the Firing Range by any individual, if in the sole judgment of the Range Officer such individual is for any reason, incapable, incompetent, or unwilling to conduct him/herself in a manner conducive to the safety of other persons using the Firing Range.
- (g) The Range Officer has prepared Rules for use in connection with the Firing Range, and may, from time-to-time, amend or supplement such Rules. A copy of the current Rules for use in connection with the Firing Range is posted in the Range. The Rules of the Firing Range shall be strictly adhered to by the personnel of the Using Agency while using the Firing Range.
- (h) The Chief of Police, or his Designee, shall be responsible for scheduling the dates and times when the Firing Range may be used. Any notices, questions, or requests for change concerning dates and times when the Firing Range is to be made available to the Using Agency shall be addressed to the Range Officer and approved by the Chief of Police.

4. **Materials Supplied by the Village**

All materials and supplies used in connection with using the Firing Range shall be provided by the Using Agency — items will be approved by the Hunting Valley Range Officer. Storage area will be provided by the Village to the Using Agency for these materials and supplies.

5. **The Mayor is to Execute the Contract on Behalf of the Village**

The Mayor is the representative of the Village in all matters relating to the execution and interpretation of the terms of this agreement. All written communications should be addressed to Mayor Richard R. Hollington, Jr., Village of Hunting Valley, 38251 Fairmount Boulevard, Hunting Valley, Ohio 44022. The Mayor of the Village of Chagrin Falls is the representative for

the Using Agency in all matters relating to the execution and interpretation of the terms of this agreement. All written communications should be addressed to William Tomko, Village of Chagrin Falls, 21 West Washington Street, Chagrin Falls, Ohio 44022.

6. **Compensation to be Paid to the Village**

The Using Agency shall pay the Village of Hunting Valley a yearly fee of \$900 and may use the range on a monthly basis. If on a per-diem basis, the cost will be \$150 per usage. Additional times may be scheduled upon approval of the Chief or his designee.

7. **Indemnification/Insurance**

In consideration of the Village permitting the Using Agency to utilize its Firing Range and to the extent permitted by law, the Using Agency agrees, but only to the extent and amount of insurance coverage provided to the Using Agency by its insurance carriers, but excluding any co-pay or deductible carried by the Using Agency, with the intent that the Using Agency shall not be obligated to pay any money directly to the Village, to defend, indemnify and hold the Village and its employees harmless from any and all claims, demands, actions, injuries, damages, or causes of action (including reasonable attorney's fees) which may be made against them by Officers of the Using Agency, Officers of the Village or any third party arising as a result of the Officers of the Using Agency utilizing the Firing Range. The Using Agency further agrees to cause the Village of Hunting Valley to be named as an additional insured under its liability insurance policy for any use of the Village's Firing Range. A certificate of insurance evidencing such insurance with coverage of at least One Million Dollars (\$1,000,000.00) per incident/One Million Dollars (\$1,000,000.00) in the aggregate, with contractual liability coverage included with such minimum coverage amounts shall be provided to the Village within ten (10) days of the execution of this Agreement naming the Village of Hunting Valley as an additional insured.

8. **Miscellaneous Provisions**

- (a) Neither the Village of Hunting Valley, nor any of its personnel, will supply any weapons, targets, ammunition, cleaning supplies or instruction to any of the Using Agency personnel.
- (b) All personnel of the Using Agency shall be deemed to be in their regular employment of the Using Agency while using the Firing Range. The Using Agency shall have current Workers' Compensation Insurance in effect during the period of this contract, and shall deliver to the Village a copy of a certificate showing compliance with such laws.
- (c) The Using Agency and its members are solely responsible to follow Hunting Valley Police Department's range safety and department regulations (a copy has been provided).
- (d) All damage to the Firing Range caused by personnel of the Using Agency will be repaired and if required replaced, and the reasonable costs thereof billed to the Using Agency.

- (e) Problems that occur on the range will be put into writing by the Using Agency's Range Officer and the Hunting Valley Range Officer, and submitted to the Hunting Valley Police Chief.

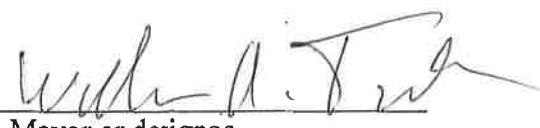
IN WITNESS WHEREOF, the parties hereto have set their hands this 13 day of February, 2018.

VILLAGE OF CHAGRIN FALLS

(Using Agency)

Date: February 13, 2018

By:


Mayor or designee

VILLAGE OF HUNTING VALLEY

Date:

2/1/18

By:


Richard R. Hollington, Jr., Mayor