



SHANNON D. DICUS, SHERIFF-CORONER

July 29, 2022

William Green
City of Fontana
Police Department
17005 Upland Avenue
Fontana, CA 92335

RE: AGREEMENT FOR USE OF RANGE FACILITIES – FISCAL YEARS 2022-2027

Dear Mr. Green:

Attached to this e-mail is the new agreement with San Bernardino County for use of the Sheriff's weapons firing range facilities by law enforcement personnel of the City of Fontana, Police Department. Changes to the new agreement in 2022 include a "per shooter" fee and an increase in costs, which continue to reflect the cost to provide service (Schedule B).

If your agency wishes to continue with the use of the range facilities, please print out two originals, complete the signature blocks, have both copies signed in blue ink by an authorized individual (i.e., City Manager, Finance Director, etc.), and return both copies with original signatures HARD COPY (do not fold or staple) in the mail to:

**San Bernardino County Sheriff's Department
Bureau of Administration-Contracts Unit
655 East Third Street
San Bernardino, CA 92415-0061**

In order for the agreement to be processed expeditiously, it must be addressed as listed above.

If your agency prefers to email the signed document, please email one signed complete set to Elizabeth Nieves at enieves@sbcasd.org. Our office will enter the start date on the cover page upon final signature then return a fully executed agreement to you for your records. The Range personnel will be updated immediately upon execution of each agreement. If you have any questions or need additional information, please contact Elizabeth Nieves at (909) 387-0310.

Sincerely,

SHANNON D. DICUS, SHERIFF-CORONER

A handwritten signature in blue ink, appearing to read "Jose L. Torres".

Jose L. Torres, Sheriff's Administrative Manager
Bureau of Administration

SDD/JLT/en



Contract Number
SHR - 22- 0112

SAP Number
N/A

Sheriff/Coroner/Public Administrator

Department Contract Representative	Kelly Welty, Chief Deputy Director of Sheriff's Administration
Telephone Number	(909) 387-0640
Contractor	City of Fontana Police Department
Contractor Representative	William Green
Telephone Number	
Contract Term	XX-XX-2022 through 06-30-2027
Original Contract Amount	Fee per Service
Amendment Amount	
Total Contract Amount	
Cost Center	

IT IS HEREBY AGREED AS FOLLOWS:

AGREEMENT FOR USE OF SAN BERNARDINO COUNTY SHERIFF/CORONER/PUBLIC ADMINISTRATOR WEAPONS FIRING RANGE FACILITIES

WHEREAS, the County, through the Sheriff/Coroner/Public Administrator, hereinafter referred to as "Sheriff", operates a Weapons Firing Range (Range), a Live Fire House (LFH), a Tactical Training House (TACH); and a Chemical Agents Facility (CAF) located at the Frank Bland Regional Training Center (Training Center); **AND**

WHEREAS, the Contractor desires to enter into an Agreement for the use of said Range for the purpose of firearms training; or of said CAF for periodic chemical agent (tear gas) training; or of said LFH and/or TACH for the purpose of periodic firearms qualification shoots and/or firearms training;

NOW, THEREFORE, the parties agree as follows:

A. SCOPE OF SERVICES

- A.1** The Contractor shall make use of the Range, CAF, LFH, or TACH at approximately quarterly intervals during each contractual year. Contractor shall be provided access to the Range as many times as required to ensure that all Contractor's law enforcement personnel and/or students have successfully completed qualifying shoots and/or training sessions. Use of the Range shall take place during normal Range operating hours, at times and dates specified by the Sheriff's Range

Master and/or Range Safety Officer. Available Range facilities shall include, but are not limited to, the following: pistol range, rifle range, and classroom facilities.

- A.2** The Contractor shall coordinate with a designated County Range Safety Officer regarding the proper use of the Range, CAF, LFH and TACH facilities. Contractor shall ensure that all Contractor's personnel and students utilizing the Range, CAF, LFH, or TACH are knowledgeable regarding proper use of the Range, CAF, LFH and/or TACH facilities.
- A.3** The LFH and TACH are limited to use by Special Weapons and Tactics (SWAT) teams and must be approved by the Sheriff's Range Master, or designee, to assure proper training and qualification.
- A.4** Instructors must consult with the Sheriff's Range Safety Officer for an update of LFH and TACH procedures if a 12-month period of non-use has occurred.
- A.5** The Contractor shall supply, at no cost to the County, a qualified Range Master, who has successfully completed a California Peace Officer Standards of Training (P.O.S.T.) approved (or equivalent) firearms instructor course, who shall personally supervise and control the course of training of Contractor's personnel and students at the Range, CAF, LFH and TACH subject to oversight and approval of the Sheriff's Range Master and Range Safety Officer. Contractor shall always have at least two safety persons (approved by Sheriff Department's staff) per scenario on site at the LFH and/or TACH during any training activity. Depending upon the nature of the training activity, Sheriff's Range Master or Range Safety Officer, or equivalent Range/CAF/LFH/TACH personnel, reserves the right to take direct control of the course of training of Contractor's personnel and students with the assistance of Contractor's Range Master.
 - A.5.1** Contractor shall supply copies of all related certifications of all instructors/safety officers.
 - A.5.2** All participants shall conduct themselves in accordance with Range Rules and Regulations, as detailed in Exhibit A; Live Fire House Regulations and Safety Rules, as detailed in Exhibit B; Chemical Agents Facility Regulations and Safety Rules, as detailed in Exhibit C; and Tactical Training House Regulations and Safety Rules, as detailed in Exhibit D, attached hereto and incorporated herein by reference.
 - A.5.3** Violations of the above-mentioned rules and regulations may result in immediate termination of Contractor's Range, LFH, CAF and TACH privileges.
- A.6** The Contractor shall limit the use of the Sheriff Department's Range, CAF, LFH, and TACH facilities to those personnel and students currently employed or enrolled with Contractor at the time the Range, CAF, LFH, and/or TACH are used.
- A.7** The Contractor shall supply and bear the cost of all supplies or equipment necessary for shoots or training, above those detailed in the Schedule A, attached hereto and incorporated herein by reference. Contractor shall supply all necessary ammunition and weapons. All expended shell casings shall become the sole property of the County.
- A.8** The Contractor shall submit a course of fire to the Sheriff's Range Master or Range Safety Officer prior to Contractor's initial use of the Range, LFH, and/or TACH facilities. Contractor shall submit a new course of fire prior to making any change in use of the Range, LFH, and/or TACH facilities.
- A.9** The Contractor shall supply the Sheriff's Range Master or Range Safety Officer with contact information for Contractor's lead instructor/Range Master.
- A.10** It shall be the sole responsibility of the Contractor to ensure that all shooters arrive for all shoots and/or training sessions. Contractor is required to submit a roster of individuals in attendance at the Training Center.

B. TERM AND TERMINATION

The term of this Agreement shall be for a period commencing on August 1, 2022, or upon the date of approval by the Sheriff, whichever is later, and ending on June 30, 2027. Notwithstanding the foregoing, this contract may be terminated at any time with or without cause by Contractor or by Sheriff upon written notice given to the other party at least thirty (30) days prior to the date specified for such termination. Any

such termination date shall coincide with the end of a calendar month. In the event of such termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date of such termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. Neither party shall incur any liability to the other by reason of termination.

C. FISCAL PROVISIONS

- C.1** The Contractor shall compensate the County at the rates set forth and attached hereto as Schedule B, per agency, based upon the actual number of shooters or per facility fee, per session. Sessions up to four hours will be considered a half-day session with a limit of twenty (20) shooters in four hours. Sessions more than four hours (or more than twenty (20) shooters) will be considered a whole day session.
- C.2** Each Contractor agency is responsible for its per shooter/facility/session charges. If multiple Contractor Agencies train together, the charges cannot be combined and will be billed separately.
- C.3** Contractor shall be billed in arrears on a quarterly basis. Contractor will submit payment to the Sheriff Department's Bureau of Administration for the costs billed within forty-five (45) days of invoice.
- C.4** Schedule B reflects the rates in effect at the execution of this Agreement. County shall have the right to adjust the rates provided under this Agreement at the end of each fiscal year for the ensuing fiscal year. Any subsequent cost change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30). Such rate change(s) can include changes to Memoranda of Understanding approved by the County Board of Supervisors for County employees and other inflationary costs. Sheriff shall provide notice to Contractor of pending rate change(s) by providing Contractor with a revised Schedule B reflecting such rate change(s).
- C.5** CANCELLATION POLICY: Contractor agrees to pay the full cost of any scheduled facility session according to the Schedule B charges for the specific shooter/time booked unless the reserved time has been cancelled, at a minimum, twenty-four (24) hours prior to the scheduled session time. Contractor may cancel scheduled sessions by calling the Sheriff's Range office at (909) 473-2549 or by e-mail to: sheriffsrangle@sbcscd.org.

D. INDEMNIFICATION AND INSURANCE REQUIREMENTS

D.1 Indemnification

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any and all direct claims, actions, losses, damages and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. The Contractor indemnification obligation does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782. Provided, however, that this indemnity does not extend to any environmental hazards or risks.

D.2 Additional Insured

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

D.3 Waiver of Subrogation Rights

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

D.4 Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

D.5 Severability of Interests

The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

D.6 Proof of Coverage

The Contractor shall furnish Certificates of Insurance to the Sheriff's Department to the address referenced in Paragraph F, evidencing the insurance coverage at the time the Agreement is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

D.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

D.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

D.9 Failure to Procure Coverage

In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Agreement or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County invoices to the Contractor will be increased to pay for County purchased insurance.

D.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

- D.11** The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so.

For contractors which are considered self-insured public entities: Both Contractor and County are authorized self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability, and Workers' Compensation. Contractor and County warrant that through their respective program of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this agreement.

For contractors which are not considered self-insured public entities: Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

D.11.1 Workers' Compensation Liability - A program of Workers' Compensation insurance or a state-approved self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this Agreement.

D.11.2 Commercial/General Liability Insurance - The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.
- g. \$2,000,000 general aggregate limit.

D.11.3 Automobile Liability Insurance - Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

D.11.4 Umbrella Liability Insurance - An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

D.11.5 Abuse/Molestation Insurance – Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars (\$1,000,000) with a two million dollars (\$2,000,000) aggregate limit.

D.12 Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

E. NOTICES

All written notices provided for in this Agreement or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County Sheriff's Department	City of Fontana
Bureau of Administration, Contracts Unit	Police Department
655 East Third Street	17005 Upland Avenue
San Bernardino, CA 92415-0061	Fontana, CA 92335

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

F. AUTHORITY

The Sheriff/Coroner/Public Administrator of San Bernardino County, or designee, shall have the right to exercise the County's authority under this Agreement including the right to give notice of termination on behalf of the County at his sole discretion.

G. AGREEMENT AUTHORIZATION

The Contractor warrants and represents that the individual signing this Agreement is a properly authorized representative of the Contractor and has the full power and authority to enter into this Agreement on the Contractor's behalf.

H. ENTIRE AGREEMENT

This Agreement, including all Exhibits and Schedules, which are attached hereto and incorporated by reference, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein.

This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers and delivered this Agreement on the Execution Date on its behalf.

Approved as to Legal Form

City of Fontana Police Department

(Print or type name of agency/department)

Name, Title

Dated: _____

Agency Name _____

▶

Signature

By

▶

(Authorized signature - sign in blue ink)

Name _____

(Print or type name of person signing contract)

Title _____

(Print or Type)

Dated: _____

Address

17005 Upland Avenue

Fontana CA 92335

FOR SAN BERNARDINO COUNTY SHERIFF'S USE ONLY

Approved as to Legal Form

▶

Richard D. Luczak, Deputy County Counsel

Date _____

Reviewed/Approved by Sheriff-Coroner
Authorized Signature

▶

Kelly Welty, Chief Deputy Director of Sheriff
Administration

Date _____

SCHEDULE A

SUPPLIES AND SERVICES PROVIDED BY THE SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT FOR USE OF THE RANGE FACILITIES:

1. Target backing.
2. Target frames (stands).
3. Gun cleaning supplies and a designated area for gun cleaning.

ADDITIONAL INFORMATION:

- CONTRACTOR will provide targets, staple guns and staples. Additional imported targets (steel, windshields, etc.) need the approval of the Rangemaster or Designee.
- Inmate assistance for range set up and target maintenance is available on a limited basis and is not guaranteed.
- Nighttime use of the range facilities is available on a limited basis and must be approved by the Sheriff's Rangemaster or Designee.

SCHEDULE B

SAN BERNARDINO COUNTY SHERIFF'S DEPARTMENT

USE OF WEAPONS FIRING RANGE FACILITIES FEE SCHEDULE 2022-27 *

FACILITY (Per Session)	HALF DAY UP TO FOUR (4) HOURS/DAY (UP TO 20 SHOOTERS)	FULL DAY MORE THAN FOUR (4) HOURS/DAY (MORE THAN 20 SHOOTERS)
Shooting Range	\$23 per Shooter	
Live Fire House	\$460	\$920
Gas House	\$220	\$440
RAC House / Simmunition House / TAC House	\$460	\$920
Mat Room **	\$220	
Classroom **	\$220	

* The rates on this page are for the fiscal year 2022-23 only and may be adjusted each fiscal year.

** Charged when no other exercise is being conducted by an agency on the same day.

EXHIBIT A

NOTICE

RANGE SAFETY ADVISORY

THE FOLLOWING SAFETY PROCEDURES WILL BE STRICTLY ENFORCED:

1. Upon arrival, all weapons are to remain holstered until participants are instructed to report to the firing line and given commands for the course of fire.
2. All shooters must wear proper ear and eye protection as approved by the Sheriff's Range.
3. Weapons are to be loaded or down loaded at the firing line, or as otherwise instructed by the Range Safety Officer.
4. Only magazines and speed loaders may be down loaded and replaced with live ammunition in the staging area.
5. After completing the course of fire, weapons are to be re-holstered upon leaving the firing line.
6. Weapons may be un-holstered in the cleaning room and rendered safe for cleaning by using the bullet containment system located in the cleaning room.
7. A duty round may only be re-chambered at the firing line or by using the bullet containment system located in the cleaning room.
8. Violation of any safety rule will result in removal of the violator from the Range. Flagrant safety violations could lead to suspension of future range privileges to the violator and/or the agency or organization the violator represents.
9. Eating, open toed shoes, and shorts are not permitted on the firing ranges

IF THERE ARE ANY QUESTIONS, PLEASE CONSULT THE RANGE SAFETY OFFICER OR RANGEMASTER

EXHIBIT B

San Bernardino Sheriff's Department Live Fire House Regulations and Safety Rules

1. Approval for use of the Live Fire House must be made by the or the Rangemaster or his/her Designee; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the Live Fire House; all training, presentation, or demonstrations, whether live fire or not, will be under the direct supervision of an instructor; the primary instructor will ensure that all participants involved in live fire training are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course", as offered by either San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Rangemaster); the primary instructor will ensure that all participants involved in Live Fire House training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the Live Fire House; all loading and unloading of weapons will be under the direct supervision of a firearms instructor; the primary instructor will ensure that the following safety equipment is on-hand prior to "Live Firearms Training", these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged, and the approach gate to the LFH remains clear of obstruction at all times.
2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, eye and hearing protection must be worn by everyone who enters the Live Fire House; prior to live fire exercises, all rooms will be checked to ensure that no personnel are present; firearm instructors will ensure that targets are placed so that, when engaged, rounds will hit the proper backstop and rounds will not exit the building; authorized/approved frangible ammunition shall only be used, if your ammunition is not on the approved list a test must be conducted by the Range Staff to verify that the ammunition is appropriate for the facility; no metal targets will be allowed; instructors shall review all targets and angles of deflections before beginning live fire; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, the shooter(s) shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, repeat "Cease Fire" and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the Live Fire House at all times, failure to comply with these safety rules is just cause for removal from the Live Fire Facility; instructors shall ensure that no shots impact any containment wall closer than 18" from its upper edge; instructors shall monitor students to ensure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.
3. The red range flag must be hoisted prior to use; at the conclusion of the training session the building shall be checked for damage, potential fire concerns and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.
4. The entrance gates to the Live Fire House will be closed during all live fire exercises, with entry being approved only by the primary safety officer; no unauthorized persons shall be present in or around the Live Fire House without checking in with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Safety Officer or Rangemaster; a post operation inspection of the Live Fire House facility will be made by the primary instructor to ensure the following: all weapons, ammunition, diversionary devices, body armor, and other equipment used during the training period are accounted for, that brass has been collected

and that all other debris within the Live Fire House has been removed, that no student(s) has sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the Live Fire House.

5. All agencies seeking to use the Live Fire House must have a current contract with the County of San Bernardino for such use, and insurance document, on file; curriculum of exercises that are to be conducted in the Live Fire House must be submitted in advance to the Rangemaster for approval; specific safety policies and procedures of the San Bernardino County Sheriff's Department must be followed at all times; firearms shall not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; and no chemical agents may be used in the Live Fire House.
6. All ammunition(s) used at the Live Fire House must be approved by the San Bernardino County Sheriff's Department and meet Department standards.

EXHIBIT C

San Bernardino County Sheriff's Department Chemical Agents Facility Regulations and Safety Rules

1. Approval for use of the Sheriff's Chemical Agents Facility (CAF) must be made by the Rangemaster or his/her designee; authorized chemical agents instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the CAF; all training, presentation, or demonstrations, whether live training or not, will be under the direct supervision of an instructor; the primary instructor will ensure all participants involved in training are qualified to do so; all instructors must have satisfactorily completed a POST certified "Chemical Agents Instructor Course," as offered by either the San Bernardino County Sheriff's Department or equivalent, subject to the approval of the Sheriff's Rangemaster; the primary instructor will ensure the following safety equipment is on-hand prior to live training, these include, first aid trauma kit, radio or other form of communication, charged fire extinguisher(s), operable water source, "dud" container(s) with water.
2. No firearms and/or edged weapons shall be present by those involved in chemical agents training; chemical agents shall not be handled by persons with a blood alcohol content more than .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; any injuries shall be immediately reported to the Rangemaster or readily available Range staff member; a post operation inspection of the CAF will be made by the primary instructor to ensure any related equipment utilized during the training period are accounted for and removed; damage to the CAF shall be immediately reported to the Rangemaster or his/her designee; if at any time, flagrant safety violations are observed, the Rangemaster or his/her designee shall assume control of the training session until its conclusion.
3. Chemical agents training shall adhere to the most current "POST Guidelines for Student Safety in Certified Courses" manual and section six (6) of the Sheriff's Training Division Safety Policy (available via the Range Office); all participants are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the CAF; the red notification flag must be hoisted prior to using the CAF; at the conclusion of the training session the CAF shall be checked for damage, potential fire concerns and then secured; all damage not consistent with normal wear must be repaired and/or replaced and reported.
4. Students/participants who are issued or using an air-purifying respirator (APR) when participating in chemical agents training must have completed any agency required medical examination, shall have met CAL/OSHA requirements for fit testing and use a NIOSH approved APR; the following staff-to-student ratios shall be used inside the CAF:

Verbal/Classroom Instruction	1:20
Application/Practical's	1:1

EXHIBIT D

San Bernardino Sheriff's Department Tac-House Regulations and Safety Rules

1. Approval for use of the Tac-House must be made by the Rangemaster or his/her designee; authorized firearms instructors must be present during use; the primary (lead) instructor is responsible for the safe operation and maintenance of the Tac-House; all training, presentations, demonstrations, and live training evolutions will be under the direct supervision of an instructor; the primary instructor will ensure all participants involved in training evolutions are qualified to do so; all instructors must have satisfactorily completed a "Live Fire House Operations-Instructor Development Course," as offered by either the San Bernardino County Sheriff's Department (or equivalent subject to the approval of the Sheriff's Rangemaster) or a certified "Active Shooter Instructor" course; the primary instructor will ensure all participants involved in training receive a safety briefing that includes basic firearms safety, and the safe operating procedures for the Tac-House; all loading and unloading of training weapons will be under the direct supervision of a firearms instructor; the primary instructor will ensure the following safety equipment is on-hand prior to live training evolutions, these include, first aid trauma kit, radio or other form of communication, that fire extinguishers are present and charged, and the Tac-House interior/exterior boundaries remains clear of obstruction(s) at all times; live firearms or live ammunition is not authorized inside the Tac-House, nor to be present during live training evolutions.
2. Under most circumstances, the student to authorized instructor ratio will not exceed 3 to 1; body armor, long sleeve clothing, pants, eye and hearing protection shall be worn by everyone who enters the Tac-House; prior to live training evolutions, all rooms will be checked to ensure no personnel are present other than role players; firearm instructors will ensure targets are placed so that, when engaged, rounds will impact the proper backstop and rounds will not exit the building; authorized/approved *"non-permanent marking simunition rounds"* shall only be used, if your simunition rounds are not on the approved list, a test must be conducted by the Range Staff to verify that simunition rounds are appropriate for the facility; instructors shall review all targets and angles of deflections before beginning live training evolutions; if during any training a safety whistle is blown or a command that is designated as a "Cease Fire" command is made, the shooter(s) shall freeze their movement, place trigger fingers outside of trigger guards, depress the weapons muzzles, engage the safety selector and repeat "Cease Fire" and wait for further commands from the instructor; students are required to follow the direction of the instructors and the safe operating procedures at all times, failure to do so is just cause for removal from training, all observers are required to follow the safety rules established for the Tac-House at all times, failure to comply with these safety rules is just cause for removal from the Tac-House and Training Center Campus; instructors shall ensure that no shots impact any containment wall closer than 18" from its upper edge or within 18" of any role player; instructors shall monitor students to ensure that firing positions are not taken that may endanger other students or may allow fired round(s) from escaping the containment area.
3. The red range flag must be hoisted prior to use; at the conclusion of the training session the Tac-House shall be checked for damage, potential fire concerns and then secured; all damage not consistent with normal wear must be repaired, replaced and reported.
4. With the exception of training evolution vehicles, the ingress/egress of the Tac-House shall be cordoned off during all live training evolutions, with entry being approved only by the primary safety officer; no unauthorized persons shall be present in or around the Tac-House without checking in

with the safety officer and having his or her consent to be present; any injuries must be immediately reported to the Range Office or Rangemaster; a pre and post operation inspection of the Tac-House facility will be made by the primary instructor to ensure the following: all weapons, munitions, body armor, and other equipment used during the training period are accounted for, that FCC's have been collected and that all other debris within the Tac-House has been removed, that no student(s) have sustained any injuries during training, that no damage has been caused by the training; account for all personnel who used the Tac-House.

5. All agencies seeking to use the Tac-House must have a current contract with the County of San Bernardino for such use, and insurance document, on file; curriculum of exercises that are to be conducted in the Tac-House must be submitted in advance to the Rangemaster for approval; specific safety policies and procedures of the San Bernardino County Sheriff's Department must be followed at all times; live or training firearms shall not be handled by persons with a blood alcohol content in excess of .00% by weight or under the influence of drugs or medication that would impair their motor skills, judgment, or balance; and no chemical agents or flammable/non-flammable incendiary devices may be used inside the Tac-House.
6. All simunition(s) used at the Tac-House must be approved by the San Bernardino County Sheriff's Department and meet Department standards