

AGREEMENT NO. []

INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF PORTLAND AND []FOR USE OF THE
PORTLAND POLICE BUREAU TRAINING COMPLEX

Under the authority of ORS 190.010, this agreement ("Agreement") is entered into between the City of Portland ("CITY") and [] ("AGENCY") for AGENCY'S use of CITY's Portland Police Bureau Training Complex ("FACILITY"). Together CITY and AGENCY may be referred to as "Parties" or individually as a "Party".

RECITALS

FACILITY is located at 14912 Northeast Airport Way, Portland, OR 97230 and described in **Attachment A**. The FACILITY contains firing ranges, driving courses, scenario rooms, and classroom facilities. AGENCY desires to use portions of FACILITY to train its law enforcement officers.

THE PARTIES AGREE**A. Fees**

Fees for use of portions of FACILITY shall be in accordance with the fee schedule set forth in **Attachment B** to this Agreement.

The Fee Schedule is subject to the terms of the labor agreement between CITY and the Portland Police Association, specifically that any FACILITY usage outside the regular business hours of 0700-1700 will be assessed an additional fee for staff supervision. This additional charge is subject to change and will be adjusted as necessary in **Attachment B**.

B. Use of Portions of FACILITY

Use of portions of FACILITY shall be subject to the terms and conditions set forth in **Attachment C**.

C. Payment

CITY will bill the AGENCY monthly for use of FACILITY to include room fees and materials. Payment of fees is due within thirty (30) days of receipt of the CITY'S invoice. Any payment not paid when due will be subject to a late payment charge equal to one and one-half percent (1.5%) per month on the unpaid fees.

D. Term of Agreement

This Agreement is effective upon the signature of both parties and shall be ongoing, provided that either Party may terminate the Agreement on thirty (30) days' written notice

to the other. The Agreement shall automatically renew from year to year, unless either Party gives to the other Party notice in writing of its intent not to renew at least thirty (30) days prior to the end of the term. A renewal term shall be deemed to incorporate CITY's current schedule of fees for use of FACILITY and materials. The parties agree to review this Agreement every five years and confer.

E. Rules and Scheduling

The parties understand that this Agreement allows AGENCY to request certain dates or times of use, but CITY, in its sole discretion, will schedule AGENCY's dates and times of use by balancing the needs of the CITY, AGENCY, and other users as the CITY deems appropriate.

The CITY has adopted rules and regulations pertaining to use by AGENCY and other users of the FACILITY which the City may update from time to time. AGENCY agrees that upon written notice of such rules and regulations, they shall be deemed to be a part of this Agreement.

The policies and procedures shall include, without limitation, the days and hours of operation for the Facility.

CITY will prepare an annual schedule for use of the desired portions of Facility by the Parties ("Range Schedule"). The Range Schedule will cover July 1 through June 30 of the following year. FACILITY will post and update the Range Schedule on the RMS.

CITY will assign an employee to monitor compliance with, and to update and maintain, the Range Schedule on a day-to-day basis ("Scheduling Officer"). The Scheduling Officer may authorize days/ hours of use by each authorized AGENCY. The Scheduling Officer may remove/ delete days of use shown on the approved annual Range Schedule.

F. Range Use

AGENCY shall comply with the Range Use Rules in Attachment D when AGENCY uses the firing ranges located in FACILITY.

G. Scenario Training Room Rules

AGENCY shall comply with Scenario Training Room Rules in Attachment E when AGENCY uses the Scenario Village Training Room located in FACILITY. CITY may amend the Scenario Training Room Rules at CITY's sole discretion.

H. Driving Range Rules

AGENCY shall comply with Driving Range Rules in Attachment F when AGENCY uses the Driving Range located in FACILITY. CITY may amend the Driving Range Rules at CITY's sole discretion.

I. Indemnity

If AGENCY is a unit of local government as defined by ORS 190.003, AGENCY shall compensate CITY for any loss or damage suffered by CITY arising from the negligence of the AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY. AGENCY agrees to defend, indemnify and hold harmless CITY and its officers, agents and employees from any liability or claims for damages or injury arising from the AGENCY's use of the FACILITY by the AGENCY, its agents, employees, program attendees, or instructors. AGENCY shall not be liable to CITY for claims which do not arise from the alleged negligence of the AGENCY, its agents, employees, program attendees, or instructors in connection with the AGENCY's use of the FACILITY. AGENCY's duties contained in this section survive the termination of this agreement.

J. Contribution

If AGENCY is an agency of the State of Oregon, then, if any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against AGENCY or CITY with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which AGENCY is jointly liable with CITY (or would be if joined in the Third Party Claim), AGENCY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CITY in such proportion as is appropriate to reflect the relative fault of AGENCY on the one hand and of CITY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of AGENCY on the one hand and of CITY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. AGENCY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if AGENCY had sole liability in the proceeding.

With respect to a Third Party Claim for which CITY is jointly liable with AGENCY (or would be if joined in the Third Party Claim), CITY shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by AGENCY in such proportion as is appropriate to reflect the relative fault of CITY on the one hand and of AGENCY on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CITY on the one hand and of AGENCY on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to

correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CITY's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

K. Insurance

AGENCY shall obtain and maintain in full force at its expense, throughout the duration of the Agreement and any extension periods, the required insurance identified below.

CITY reserves the right to require additional insurance coverage as required by law to the maximum liability that may be imposed on Oregon cities during the term of this Agreement.

1. Workers' Compensation Insurance

AGENCY, its contractors and all employers working under this Agreement shall comply with ORS Chapter 656 and as it may be amended from time to time. Unless exempt under ORS Chapter 656, AGENCY, its contractors, and any employers working under this Agreement shall maintain coverage for all subject workers.

2. General Liability Insurance

AGENCY shall have commercial general liability insurance covering bodily injury, personal injury, property damage, including coverage for independent contractor's protection (required if any work will be subcontracted), premises/operations, contractual liability, products and completed operations, in a per occurrence limit of not less than \$1,000,000.

3. Automobile Liability Insurance

AGENCY shall have automobile liability insurance with coverage of not less than \$1,000,000 each accident. The insurance shall include coverage for any auto or all owned, scheduled, hired and non-owned auto. This coverage may be combined with the commercial general liability insurance policy.

4. Additional Insured

AGENCY's general liability insurance coverage shall name the City of Portland and its bureaus, divisions, officers, agents and employees as Additional Insureds, with respect to the AGENCY's or its contractors' activities to be performed or services to be provided.

5. Primary and Noncontributory Coverage

AGENCY's insurance coverage shall be primary and non-contributory with any other insurance and self-insurance. Notwithstanding the naming of additional insureds, the insurance shall protect each additional insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

6. Continuous Coverage and Notice of Cancellation

AGENCY shall maintain continuous, uninterrupted coverage for the duration of the Agreement. There shall be no termination, cancellation, material change, potential exhaustion of aggregate limits or non-renewal of coverage without thirty (30) days written notice from AGENCY to CITY. If the insurance is canceled or terminated prior to termination of the Agreement, AGENCY shall immediately notify CITY and provide a new policy with the same terms. Any failure to comply with this clause shall constitute a material breach of the Agreement and shall be grounds for immediate termination of this Agreement.

7. Certificates of Insurance

AGENCY shall provide proof of insurance through acceptable certificates of insurance and additional insured endorsement terms to CITY at execution of the Agreement and prior to any commencement AGENCY's use of FACILITY. The certificates will specify all of the parties who are endorsed on the policy as additional insureds (or loss payees). Insurance coverages required under this Agreement shall be obtained from insurance companies acceptable to CITY. AGENCY shall pay for all deductibles and premiums. CITY reserves the right to require, at any time, complete and certified copies of the required insurance policies evidencing the coverage required. AGENCY may provide CITY a certificate of self-insurance that certifies AGENCY has the types and amounts of insurance coverage required in this section K (Insurance). If AGENCY supplements its self-insured coverage with a commercial excess or umbrella policy to meet the limits of insurance required by this section K (Insurance), AGENCY shall provide proof of supplemental excess or umbrella coverage in the form of a certificate of insurance acceptable to CITY.

L. Repairs

AGENCY agrees to compensate CITY for repairs that are required due to damage caused by AGENCY, its agents, employees, program attendees, or instructors during use of the FACILITY to its grounds, facility, equipment or contents of the facility. AGENCY shall compensate the City within 30 days upon the request of CITY.

M. Notice

Notices mailed by first-class mail shall be deemed delivered three (3) days after the date of mailing. Place for notice may be changed by either Party by written notice to the other.

Any notice to AGENCY or CITY shall be sufficient if personally delivered, emailed, or mailed by first-class mail, addressed to:

City of Portland:

Agency:

Training Division Captain
Portland Police Bureau
14912 NE Airport Way
Portland, OR 97230

and

Portland City Attorney's Office
1221 SW 4th Avenue, Suite 430
Portland, OR 97204

N. Termination and Amendment

This Agreement may be terminated by either Party upon thirty (30) days written notice to the other.

This Agreement and any amendments to it will not be effective until approved in writing by the parties' authorized representative.

O. Entire Agreement

This Agreement contains the entire agreement between the parties and supersedes prior memoranda and all prior documents relating to the subject matter of the agreement. All oral agreements and understandings of the parties have been integrated in this Agreement. This Agreement may only be amended by a writing executed by both parties in accordance with Section M of this Agreement.

BY THEIR SIGNATURES BELOW, THE PARTIES TO THIS AGREEMENT AGREE TO THE TERMS, CONDITIONS, AND CONTENT EXPRESSED HEREIN.

CITY OF PORTLAND

AGENCY

Police Training Division Captain

Date

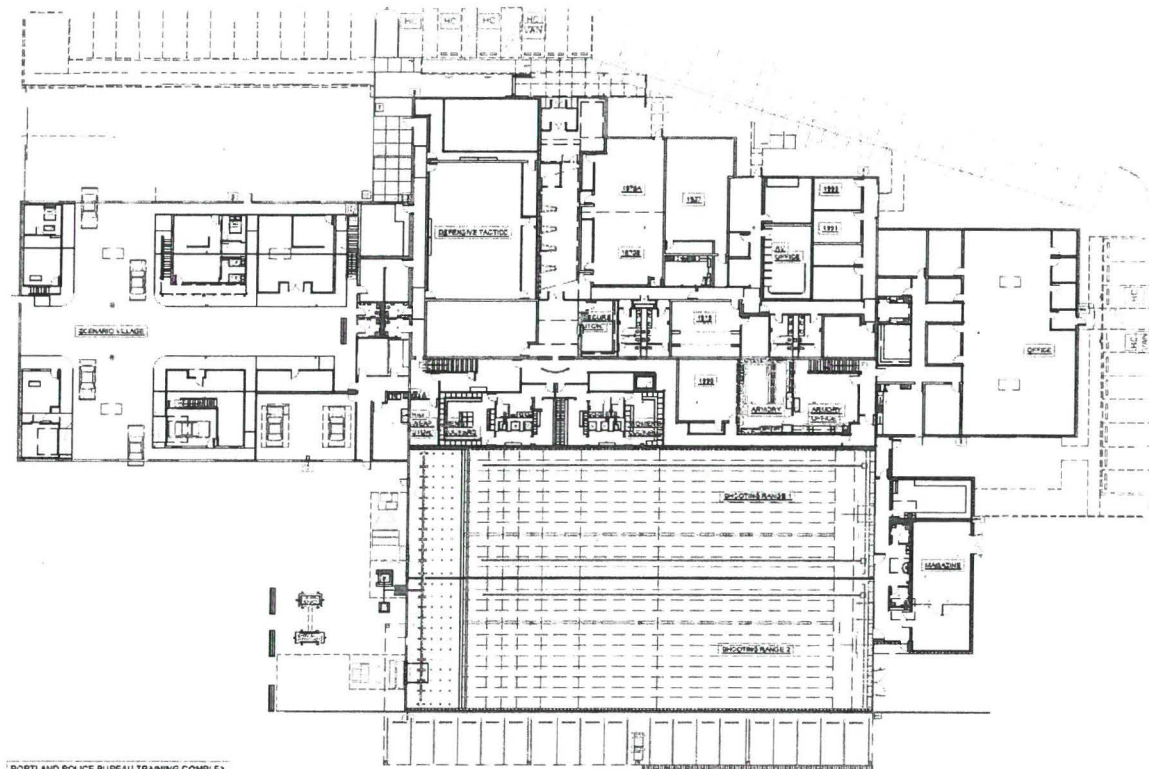
Approval as to Form

Date

Attachments

- A. Map of Training Complex
- B. Fee Schedule
- C. Facility User Procedures and Responsibilities
- D. Facility Range Deck Safety Operation Protocols
- E. Scenario Village Rules
- F. Driving Range Rules
- G. Map of Training Complex, Including Second Floor

ATTACHMENT A
VERSION 1, 11/30/15
MAP OF TRAINING COMPLEX



**ATTACHMENT B
VERSION 1, 11/30/15
FEE SCHEDULE**

Types of Services	Fee Structure	Per person fee, hourly or flat
Shooting Range	Flat fee per hour	60.00 per hour (no ammo) Agency must provide their own targets
Classroom Rentals – small	Flat fee per hour	35.00 per hour
Classroom Rentals – large	Flat fee per hour	70.00 per hour
Driving Course, own vehicle	Per hour	60.00 per hour
Driving Course, PIT maneuvers	Per person, per hour or period of time	75.00 per hour, Agency must provide their own vehicles and PVO Instructor
Mat Room, large	Flat fee per hour	100.00 per hour
Mat Room, small	Flat fee per hour	60.00 per hour
Scenario Village	Flat fee per hour or period of time	60.00 per hour
IT Support	TBD	
Video Production work – training no edits	Per minute of video, unedited	
Video Production work – training video edits	Per edited minute of video	100.00 per hour of edited video
Add on – Kitchen rental	Per hour, based on time of room rental	25.00 per hour
Add on – Room cleaning	Per event	50.00 per event
Blue Handle Glock (Blank)	\$10.00- full day kit*	\$5.00-half day kit*
Blue Handle Paint (Paint)	\$10.00- full day kit*	\$5.00-half day kit*
Man Marker Paint Rounds	Box of 50	\$26.00
UTM Battlefield Blanks	Box of 50	\$26.00
After hours supervision	Flat fee per hour	\$59.45 per hour/per officer

*Simunition Kits include: Blue Handle Glock, each w/3 magazines blanks and/or markers; ASPs; Inert Pepper Spray; Safety Glasses; Red Handle Tasers; Blue training Tourniquets

ATTACHMENT C
VERSION 1, 11/30/15
FACILITY USER PROCEDURES AND RESPONSIBILITIES

PURPOSE:

These rules identify specific areas within the FACILITY and define the procedures for entering and training in the secure portions of the FACILITY. The complex has multiple layers of security to prevent unauthorized access into the Safe Training Area (STA), ranges, armory, Training office space as well as locker rooms and gymnasium (weight room).

The CITY's goal is to provide a safe training environment for CITY's and AGENCY's staff and students. Strict safety procedures have been implemented to reduce the likelihood of a live-fire capable weapon being introduced into the training environment where replica weapons will be used in scenario based training. Safety procedures and protocols must be adhered.

The CITY has implemented a color-coded vest and wrist-band system to ensure all persons entering the Safe Training Area have been properly checked and cleared of weapons. The color-coded vests identify a persons' purpose inside the Safe Training Area, such as an instructor, observer or other personnel.

DEFINITIONS

Live Weapon Storage Room (LWSR): This is a key-pad-secured room inside and to the left of the Selectron-controlled double glass doors that lead to the hallway to the ranges. This room is used to temporarily store student weapons and other prohibited items while students attend training in the Safe Training Area. Armed visitors will also secure their weapons in the LWSR prior to entering the Safe Training Area. This room is currently labeled "Equipment Lockers." (See section on Prohibited Items)

Safety Check Room: This is a key-pad-secured room check-in room where persons entering the Safe Training Area will proceed through a final safety screening for weapons and ammunition conducted either by CITY staff or satellite instructors or both. The floor and wall has a red declaration line to deter entry by anyone who has not been through the safety check procedure.

Safety Portal: The *Selectron-controlled* pedestrian access door by which all members and visitors will enter the STA. This is also the location where all members will exit the STA. This is beyond the red line but prior to the actual safe training areas.

Vehicle Portal: The locked gate on the NW corner of the property where all vehicles needing to enter the Safe Training Area will enter.

Safe Training Area (STA): This area encompasses both interior and exterior training space to include but not limited to:

1. The entire paved surface from the locked entrance gate on the NW side of the property, around the back (south) to the temporary bike-rack fencing on the east side of the property,
2. All Defensive Tactics Rooms, including the Striking Bag Room, mat rooms, the two restrooms and hallway adjacent to these rooms,
3. The Scenario Village briefing room accessible via the Defensive Tactics hallway or from Scenario Village's interior, all of the enclosed spaces of Scenario Village to include the observation deck / platform and the two restrooms below the observation deck,
4. The hallways and storage areas leading to the PVO garage and driving area,
5. The stairwells leading upstairs via the main floor from the Defensive Tactics hallway entrance or from scenario village as well as the upstairs storage areas west of the key-pad door.

Prohibited Items: Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

1. AR-15 Exception: AR-15 / M4 / M16 weapons equipped with just a blue colored Ultimate Training Munitions (UTM) bolt and blue magazines are allowed as they are incapable of firing a live round of ammunition. Weapons of these types must enter the STA through the Safety Portal. An AR-15 and it's variants equipped with a blue colored UTM or Simunition bolt showing through the ejection port will be the indicator that the rifle / carbine is safe.
2. SERT Sniper Rifle Exception: A Training Division controlled Remington model 700 .308 bolt action rifle that has been specifically modified by a gunsmith. The modified rifle(s) will be over-bored (minimum .40 caliber), not rifled, and blocked at the muzzle by a "dead end" muzzle brake. The rifle is still capable of firing a live round of ammunition. The specific modifications will reduce the rifle's ability to generate normal rifle pressures and it will not stabilize or impart spin to a bullet, reducing velocity and penetration potential by the bullet. The dead-end muzzle brake allows a blank cartridges' gas to escape but prohibits an unintentionally fired bullet to leave the bore if a normal .308 round was chambered and fired. These rifles will be stored in the secured storage area inside the STA.

3. 37mm/40mm launchers: If specific 37mm/40mm "Training Rounds" are used, these launchers can be brought into the STA, however if no specific training round is available or will be utilized, then these launchers will not enter the STA.

Colored Vest Identification System

1. BLUE Vest: A blue vest signifies that the wearer is an instructor and has been safety checked by another Training Division sworn member or instructor and has been deemed to be clear and safe. Instructors will wear a blue vest while conducting training in the STA. DT Instructors, once inside the DT room, can remove the Blue vest however; *all DT instructors will also wear the designated colored wrist band during any DT training.* Any instructor movement outside of the DT rooms requires the instructor to wear the Blue vest.
2. ORANGE Vest: The orange vest signifies the wearer has self-checked into the STA temporarily. A person wearing an orange vest has self-checked and has no weapons or other prohibited items on their person. Orange vests will be used by contractors, inspectors or other persons who are *not* going to observe training or conduct training, but have a reason for being inside the STA. This will be worn by staff members and instructors if entering the STA alone or with others for purposes other than to conduct or observe training. The wearer of an Orange vest will not participate in training, stop to observe training and will not interfere with training unless there are extenuating circumstances that require contact with a student or instructor.
3. GREEN Vest: The green vest will be worn by any person whose sole purpose is to observe or monitor actual training. The green vest signifies that a sworn Training Division member or appropriate satellite instructor has conducted a safety check on the wearer.
4. RED Vest: Armed Security Officer

PROCEDURES

Student Entry for Range Training:

It is assumed that most students coming to the Training Complex for firearms training will arrive armed. There are no restrictions for accessing the range once the student has been granted access through the double glass doors separating the common lobby from the training entry area.

Student Entry into the Safe Training Area:

The key-pad code will not be shared outside the Training Division, and will not be given to satellite instructors. Students who train in the Safe Training Area (STA) will be directed three (3) at a time into the Live Weapon Storage Room (LWSR) by a Training Division instructor or appropriate satellite instructor.

On the direction of an instructor, students will obtain a plastic bin and place it on the shelf on the south wall. On the direction of the instructor, students (three maximum) will:

1. Leave their weapon in the holster, remove the magazine from the primary weapon and place it on the shelf.
2. Remove the weapon from the holster, pointing it towards the ballistic back-stop.
3. Rack the slide to the rear to eject the chambered round and let it fall to the ground, locking the slide to the rear.
4. After visually verifying the individual's weapon is unloaded, the instructor will insert a "chamber flag" into the weapon and instruct the student to lower the slide on the chamber flag.
5. Place the weapon in the bin.
6. Pick up the loose round, place it in the bin.
7. Remove all magazines, placing them in the bin.
8. Remove pepper spray, baton, knife and any other prohibited items from the uniform and place them in the bin.
9. Remove the ECW (Taser) ensuring the safety is on. Remove the cartridge, placing both in the bin.
10. Return the full bin to the shelf on the east wall, retrieving the appropriate identification card for later retrieval of all items.
 - a. Back-up / secondary handguns will be unloaded at the discretion of the instructor in the same manner, using the ballistic wall as a back-stop. (If the backup gun is in a holster that is removable from the wearer, the gun in the holster can be placed inside the bin together.)
 - b. The instructor will direct the students to the waiting area outside the LWSR door, or direct them to the Safety Check Room if an instructor is there waiting. The instructor at the LWSR will continue off-loading prohibited items from the students three at a time until there are no other students to check. The instructor will close and secure the LWSR door at the completion of the student check in. This door will remain closed and locked when not occupied by an instructor.
 - c. Students moving into the Safety Check Room will first obtain a bin and be instructed to remove all items from their pouches and pockets and place them into their bin. When finished, they will present themselves and bin at the door to the Safety Check Room. The instructors will allow entry to conduct a search of the bin's contents to ensure it contains no prohibited items. An instructor will search each student(s) to ensure there are no prohibited items remaining on the student. Instructors should ask the student if they carry a back-up weapon, and if so, where is it carried. That area should then be specifically checked.
 - d. If two instructors are conducting the search / check-in procedure, a third sworn Training Division staff member or a satellite instructor will be present to *observe and verify the check-in procedure. If only one instructor is conducting the search of the bins and persons, a second instructor will observe and witness the search.*

- e. Once the student and bin have been searched, the bin and student can pass over the red line and the student can reclaim their items.

Colored Wrist Bands:

A color-code system of wrist bands will be utilized to identify that the wearer has been safety checked (searched) and cleared to enter the STA. A prominently displayed designated "color marker" or placard for the current training session will be inside the Safety Check Room for all who enter to see, and *it will dictate the color of the wrist bands for that session.* A Lead Instructor for that pending training session will determine the appropriate color marker and wrist band to be worn during the first training session of the day. ***The colored wrist band should be worn on students' strong, weapon-side wrist.***

1. Simultaneous training classes will use the same colored wrist band.
2. ***All students and role players will wear the appropriate colored wrist band as well as all DT instructors.***
3. The storage closet inside the Safety Check Room is where all colored wrist bands and Blue instructor and Green observer vests will be stored. None of these should be left unattended.
4. At the conclusion of training, students and staff will exit the STA via the Safety Portal and Safety Check Room and remove their now-expired wrist bands, throwing them away.
5. The color designation will change at the conclusion of the training session and a sergeant or the lead for the next session will determine the second color for the later training and will be responsible for changing the color designated marker in the Safety Check Room.

Any break in training that allows a student or class to leave the STA will require a new check in process to include the pat down search. Students should not be permitted to leave the STA while on break, only during the period between the end of training and the beginning of new training such as at lunch.

All Training Division staff members and guest satellite instructors will enforce this SOP and contact anyone inside the STA who is not wearing an appropriate colored vest and appropriate colored wrist band.

Instructor must know how many students are in their class, where they are at all times, and to keep all students in the STA until class is over. Any breaks should be taken inside the STA. Anyone who leaves will not be allowed re-entry to complete a training session until properly checked in by an instructor.

Instructor Entry into the Safe Training Area (STA):

If an instructor needs to prepare or safety sweep an area inside the STA to use vehicles for a training class, and has no one to go with them, the instructor may self-check in through the Safety Portal and wear an *Orange vest* while prepping their area of responsibility. By stepping across the red line, the instructor certifies that the instructor has no prohibited items. Upon completion of preparation or safety sweep, the instructor will exit via the Safety Portal. When the instructor's class is scheduled to start, the instructor will check-in with another instructor and wear the appropriate Blue vest and colored wrist band of the session.

Role Players:

Role players will be checked in as though they were students and be issued the colored wrist band for that session. Because they are a role players, they will not be required to wear a vest (unless prepping and have self-checked in, then an Orange vest would be appropriate).

Vehicle Entry into the STA for Scenario or PVO Purposes:

All vehicles entering and exiting the STA will do so via the locked gate on the NW corner of the property. The driver and or occupants of a vehicle requesting entry into the STA can drive through the first gate and stop prior to the second gate.

The driver and occupants who want to enter the STA are required to leave the vehicle behind at this point and enter the Training Division Complex on foot via the main door to gain access into the STA through the normal check-in procedures (Safety Portal).

Upon entering the first gate, but prior to crossing the second gate, the vehicle will remain between the first and second gates until it is safety checked and cleared by an instructor or other sworn member *who has been safety checked through the Safety Portal*.

Prohibited items from vehicles may be temporarily stored in a Conex Storage Container located between the two gates. Once the vehicle has been inspected for prohibited items, a driver who has been safety checked through the safety Portal may drive the vehicle through the second gate. (Refer to vest and wrist band requirements.) A magnetic or other non-permanent color-coded identification marker will be placed on safety checked vehicles upon entry into the STA, which indicate that the vehicle has been properly checked.

ADDITIONAL INSTRUCTOR DUTIES

Instructors will sweep their area of training prior to every class they teach. This includes sweeping the restrooms in their area of responsibility for contraband and prohibited items. After training duties may include clean-up, turning off lights and setting the alarm (last one out) of the STA.

If used in a training session, PVO vehicles must be physically searched for prohibited items prior to being used by the instructors controlling vehicle access and marked with the appropriate method indicating the vehicle has been properly checked.

TRAINING IN PROGRESS SIGNS

The FACILITY contains numerous signs with red-on-yellow lettering that read, "*Training in Progress.*" They are printed on one side and blank on the opposing side. Immediately prior to training, the Lead Instructors will ensure all interior and exterior *Training in Progress* signs face outwards and are visible to all who enter the STA. At the conclusion of training (last class), the Lead Instructors will return all signs to the blank side. See ATTACHMENT G.

WEAPONS PROHIBITED and NO EXCEPTIONS SIGNS

Posted on the barrier fencing (temporary bike-rack fence) on the east and west side of the complex are white signs (2ft x 3ft) with red lettering indicating "no firearms, no ammunition no exceptions." These signs are posted at the entrance to the Safety Check Room and upstairs in the storage area that has an access door to the STA. These signs should always remain posted.

RED RIBBON BARRIER

Inside the STA pedestrian intersection are several theater-style retractable red-nylon barriers. *Leaving the red barrier line closed signifies no activity in that area.* It also serves as a barrier to keep students from wandering into areas not being utilized.

Separate barriers control access to the three primary training areas: Scenario Village, DT rooms and the PVO area. An open barrier at that intersection indicates potential activity and serves as a visual indication of where training might be taking place in the STA. If activity is taking place (training or other) in an area, the red barrier line should be open, indicating activity in that area. After the activity has ceased and all persons are clear, the red barrier line should be closed to indicate that there is no activity in that area.

The red barrier at the foot of the stairs by the DT hallway should always remain closed because this is a storage area only, and it will serve as a barrier to keep students from wandering around.

ATTACHMENT D
VERSION 1, 11/30/15
FACILITY RANGE DECK SAFETY OPERATION PROTOCOLS

Rules:

1. CITY's Executive Range Training Officer (ERTO) shall have final approval and authority over all range use and course-of-fire protocol.
2. AGENCY's authorized Range Master or Training Officer must be present at all times during AGENCY's use of the FACILITY firing range, if the AGENCY has not otherwise made arrangements to have a CITY Range Training Officer present.
3. AGENCY's Range Master or Training Officer must be firearms-instructor certified from an accredited firearm training school or government firearm instructor training entity similar to the following:
 - a. Federal Bureau of Investigation Firearm Instructor School
 - b. National Rifle Association
 - c. Oregon Department of Public Safety Standards and Training
4. AGENCY will have discretion regarding the use of the style of paper targets. AGENCY may purchase targets from the FACILITY.
5. CITY will make available the rental of other targeting systems that are currently available at the FACILITY for prices set forth by the CITY. No other targeting system may be used without prior written consent of CITY.
6. All Federal, state, and local firearm laws must be obeyed.
7. Firearms not on the firing line must be unloaded with their action open and the magazine removed, or unloaded and cased. Guns/magazines may only be handled on the range.
8. ERTO has the right to inspect any firearms or ammunition at any time.
9. Food, beverages and smoking are prohibited on the range.
10. All calibers of pistols may be fired.
11. Rifles up to and including .223 caliber may be fired.

12. Shotgun slugs may be fired.
13. Tracer, incendiary, armor piercing, and steel core ammunition are **strictly** prohibited.
14. Commands issued by ERT0 and other Range Personnel must be immediately obeyed without question.
15. If the command "CEASE FIRE" is given: stop shooting immediately, remove your finger from the trigger, remove magazine, clear firearm, place the firearm on the ground with open chamber. Step back from the shooting booth and wait for further instructions from the ERT0.
16. No one other than Range personnel may go forward of the firing line unless authorized or instructed to do so by the ERT0.
17. When the line is declared "CLEAR," all firearms must be safely grounded (action open and magazine removed), and all shooters must step away from the firing line. Absolutely no firearm handling, unloaded or otherwise, will occur while the line is "CLEAR."
18. Shooters may only use Range approved targets.
19. Cross firing of targets is prohibited.
20. All firing must be aimed fire.

ATTACHMENT E
VERSION 1, 11/30/15
SCENARIO VILLAGE RULES

AGENCY may use the Scenario Training Room solely for Scenario based training.

Scenario based training requires officer participation in realistic scenarios. The officers need to be equipped with provided safe training equipment or provided with Training Division approved safe training equipment. The Training Division has equipment available for up to 24 officers. See Appendix B for FEE Schedule.

The following equipment may not be used in Scenario Village:

Prohibited Items: Any deadly or dangerous weapon as defined in the ORS, specifically firearms, knives, utility tools with a blade, pepper-spray, ammunition and ammunition carriers (magazines), ECW, baton and any other weapon capable of firing a live cartridge to include all 37 & 40mm less-lethal weapons / gas guns.

Rules:

1. CITY must approve all training scenarios prior to training commencement.
2. AGENCY will oversee and supervise all training activities.
3. AGENCY shall keep the area clean and remove all equipment after each training session.
4. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
5. AGENCY shall use the range solely for permitted use based on approved lesson plans.
6. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

**ATTACHMENT F
VERSION 1, 11/30/15
DRIVING RANGE RULES**

AGENCY may use the Driving Range solely for the following purposes:

1. To prepare for specialized emergency vehicle training including, but not limited to, collision avoidance, skid control, pursuit driving and intervention techniques.

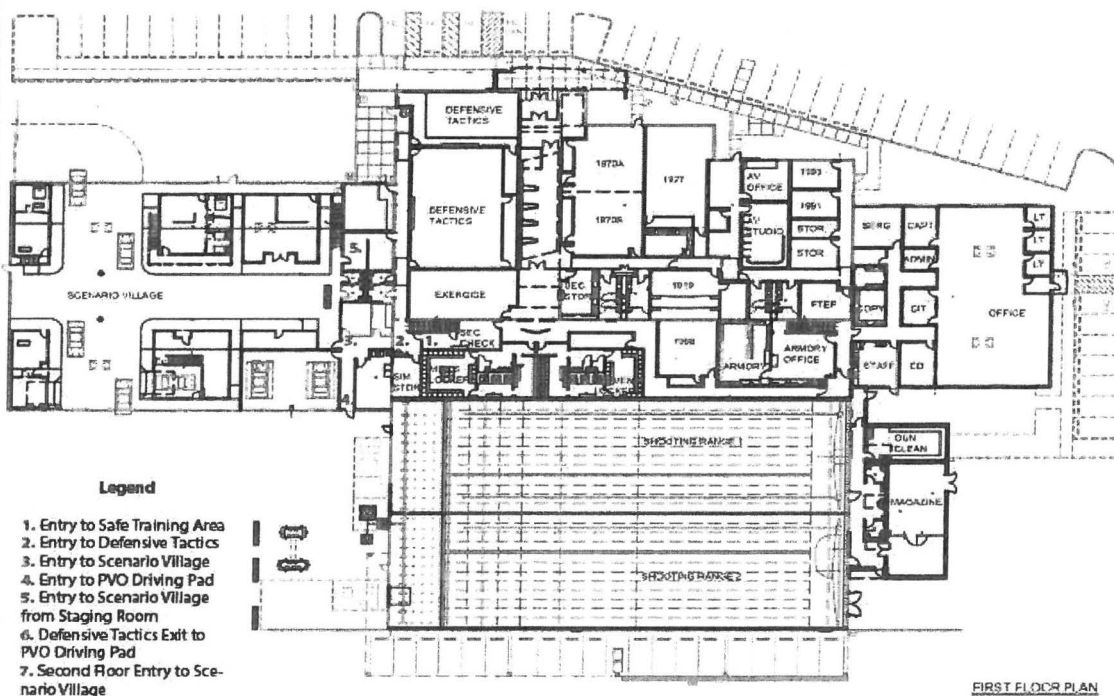
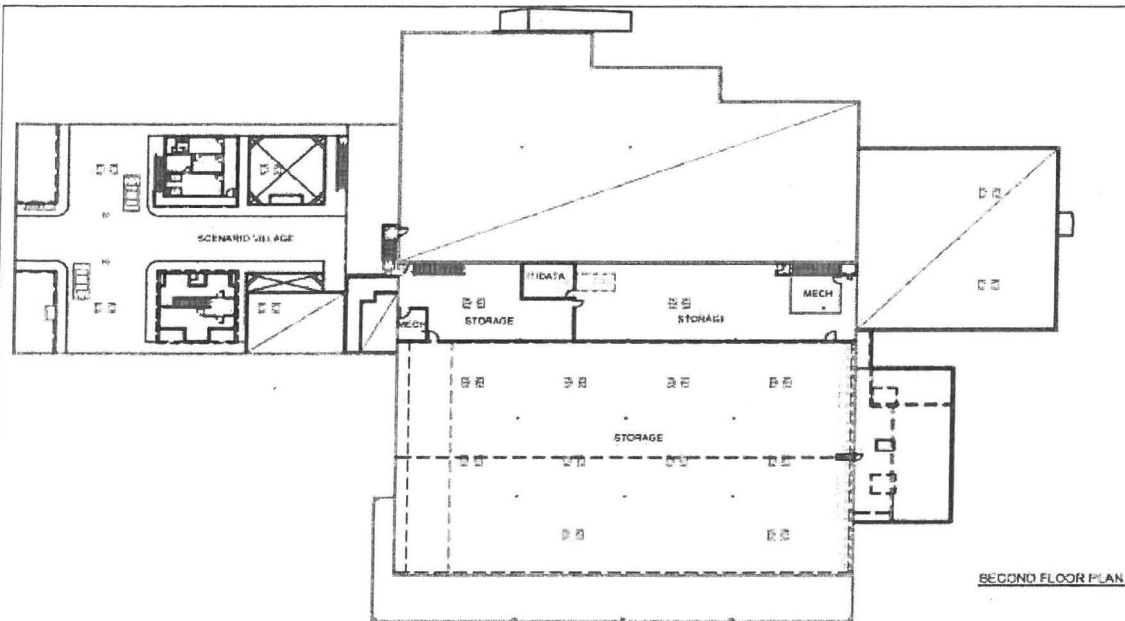
Only the following equipment may be used on the driving range:

1. Traffic cones
2. Barrels, chalk, traffic signs, candlesticks, PR Board, etc.

Rules:

1. Training exercises shall be performed at driving speeds of thirty-five (35) miles per hour or less.
2. No washing, repair, maintenance, or modifications of vehicles or other equipment is permitted.
3. AGENCY will oversee and supervise all training activities.
4. AGENCY shall keep the area clean and remove all equipment after each training session.
5. AGENCY shall not interfere with the use of other portions of the FACILITY, unless they have also been scheduled in those areas.
6. AGENCY shall use the range solely for permitted use.
7. FACILITY must be notified on any property damages incurred during the training. FACILITY Personnel on site will assess all damages.

ATTACHMENT G
VERSION 1, 11/30/15
LOCATION OF TRAINING IN PROGRESS SIGNS



Legend

1. Entry to Safe Training Area
2. Entry to Defensive Tactics
3. Entry to Scenario Village
4. Entry to PVO Driving Pad
5. Entry to Scenario Village from Staging Room
6. Defensive Tactics Exit to PVO Driving Pad
7. Second Floor Entry to Scenario Village