



**City of Escondido
FIREARMS TRAINING FACILITY
RANGE AGREEMENT**

This Firearms Training Facility Range Agreement ("Agreement") is made and entered into as of the last signature date set forth below ("Effective Date") by and between the City of Escondido, a California municipal corporation ("City") and the organization designated below ("Agency") regarding Agency's to use the City's firearms range/training facility located at 25855 Valley Center Road, Escondido, CA 92027 (the "Range") for firearms training activities.

AGENCY:

Name of Agency: Department of Homeland Security, Immigration and Customs Enforcement

Agency Billing Representative: Ana Alicea
Billing Address: 880 Front St. San Diego, CA. 92101
Billing Phone Number: 619-201-9423
Billing Fax Number:
Billing Email: Ana.R.Alicea@ice.dhs.gov

Agency Scheduling Representative: Luis A Garcia Caldeorn
Scheduling Address: 880 Front St. San Diego, CA. 92101
Scheduling Phone Number: 760-890-8978
Scheduling Fax Number:
Scheduling Email: luis.a.garcia-calderon@ice.dhs.gov

RANGE USE:

Purpose of Use ("Use"): Training

Proposed Date(s) & Times(s) of Use:

Range Use Fee (If Applicable):

Number of Personnel Using the Range per day (approx.): 12

Name and Cell Phone # of Certified RSO who will be onsite during training:

Indicate Range(s)/Classroom to Be Used:

- Range One - 50 yards/20 shooters on line
- Range Two - 180 yards/10 shooters on line
- Range Four- Scenario Range
- Classroom

INSTRUCTIONS: THIS AGREEMENT MUST BE SIGNED AND RETURNED TO SGT. JARED LUNT, FIREARMS TRAINING UNIT AT POLICERANGESCHEDULING@ESCONDIDO.ORG AT LEAST 2 BUSINESS DAYS PRIOR TO FIRST USE ACCOMPANIED BY A CERTIFICATE OF GENERAL LIABILITY INSURANCE WITH AT LEAST \$2 MILLION COMBINED SINGLE-LIMIT COVERAGE PER OCCURRENCE FOR BODILY INJURY AND PROPERTY DAMAGE, AND A \$4 MILLION GENERAL AGGREGATE. THE CITY MUST BE NAMED SPECIFICALLY AS AN ADDITIONAL INSURED UNDER THE POLICY ON A SEPARATE ENDORSEMENT PAGE.

The Certificate of Insurance must provide for written notice within 30 days or less of policy cancellation or termination. Coverage must be provided by a Best's A-V rated carrier or better, admitted in California. A service of suit endorsement must be provided for all carriers not admitted in California.

NOTE: FOR AN ADDITIONAL FEE, AGENCY MAY QUALIFY TO PURCHASE INSURANCE COVERAGE FOR CLASSROOM USE ONLY, THROUGH CITY'S RISK MANAGEMENT OFFICE BY CALLING 760-839-4064.

REQUIRED COVERAGE MAY BE INCREASED DEPENDING ON PROPOSED USE. CONSULT THE CITY'S RISK MANAGEMENT OFFICE FOR FURTHER GUIDANCE.

Once this Agreement is signed and on file, the Agency may request range dates via email at policerangescheduling@escondido.org.

Agency agrees to abide by all terms and conditions of this Agreement as follows:

1. Assumption of Risk. The Agency (including Agency's departments, officials, officers, agents, employees, and volunteers) is fully aware of the risks and hazards connected with Use and hereby elects to voluntarily participate in the Use, knowing that such Use may be hazardous to the Agency (including Agency's departments, officials, officers, agents, employees, and volunteers). The Agency, on behalf of its departments, officials, officers, agents, employees, and volunteers that shall participate in the Use, voluntarily assumes full responsibility for any risk of loss, damage to personal property, or personal injury that may be sustained as a result of the Use, including use of City property and the Facility/Facilities. All provisions within this Section 1 shall survive termination of this Agreement.
2. Waiver and Release of Liability. The Agency (including Agency's departments, officials, officers, agents, employees, and volunteers) hereby releases, waives, discharges, and covenants not to sue or otherwise bring any demands, actions, causes of action, or proceedings of any kind including, but not limited to legal or administrative proceedings, suits, fines, penalties, judgments, orders, liens, levies, or claims seeking costs, expenses, liabilities, losses, damages, or other compensation, in law or equity (collectively, "Claims") against the City, its boards, commissions, departments, officials, officers, agents, employees, and volunteers (collectively, "Released Parties") from any and all liability to the Agency (including Agency's departments, officials, officers, agents, employees, and volunteers), for any Claims arising from any injury or contraction of illness, whether or not caused by any negligent act or omission of the Released Parties, as a result of or in connection with the Agency's Use of the Range. All activities involved in or related to the Use conducted by Agency on City property will be the sole responsibility of Agency. All provisions within this Section 2 shall survive termination of this Agreement.
3. Emergency Treatment. In the event of sudden illness, accident, or injury that may occur while on City property, including during participation in the Use, the Agency (including Agency's departments, officials, officers, agents, employees, and volunteers) hereby gives consent for emergency treatment as may be necessary under the circumstances by any physician licensed under the laws of the State of California.
4. Term. The term of this Agreement shall be for a period of one year, commencing on the Effective Date. This Agreement may be extended for a one-year period, on four occasions, unless either party exercises a right of termination.
5. Severability. This Agreement shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
6. Vacation of Facilities. Upon termination of this Agreement, Agency shall timely vacate and deliver the Range to the City in the same condition as received upon commencement of Use, except for ordinary wear and tear. Agency may incur costs Failure to return the Range to the City in the same condition as received upon commencement of Use, or Agency may incur

additional janitorial costs as necessary for City to clean and restore the facilities to their original condition.

7. **Reservation of Rights.** The City shall maintain sole control and discretion over the Range, including but not limited to enforcement of the City's rules or regulations regarding the Range, inspection of the Range during any use thereof, and ejection of any person from the Range for violation of any applicable laws or Range rules/requirements. The Range shall at all times be open to inspection by all local, state, and federal governmental authorities. In the event the City determines that Agency's Use of the Range creates an unnecessary or unreasonable risk to the Range or to public health, safety, or welfare, the City may require that Agency cease using the Range.
8. **Acceptance, Maintenance, and Alterations.**
 - a. ***Acceptance.*** Agency hereby accepts each Range specified herein "as is" and "where is." Agency acknowledges that the City makes no representations as to the condition or suitability of each Range specified herein or any improvements on each Range.
 - b. ***Maintenance and Clean-Up.*** After each Use of a Range specified herein, Agency shall ensure that the Range is left in the same condition as it was immediately prior to the start of such Use, and shall be solely responsible, at Agency's own cost and expense and to the satisfaction of the City, for the removal of all property, equipment, trash, and other debris or materials left at the Range. If Agency fails to clean up the Range to the City's satisfaction, the City may, at any time without notice to Agency, complete the clean-up at the Agency's sole cost and expense. The City shall submit all invoices for such costs incurred for cleanup to Agency within 30 days following the City's cleanup of the Range, which invoice shall be paid by Agency within 10 days. Any such unpaid invoice will bear interest at the rate of 8% per annum.
 - i. ***Brass Collection.*** Following each Use, Agency shall collect all shell casings (also referred to herein as Brass). In collecting Brass, Agency is permitted to use the City's Brass collecting equipment located at the "Brass Collection Location." Additionally, all brass collected at the Range shall belong to the City.
 - c. ***Facility Damage.*** Agency shall be solely responsible for any and all damage to the Range caused by Agency (including Agency's agents, employees, personnel, participants, volunteers, and other persons at the Range) during any Use of the Range.
 - d. ***Alterations.*** Agency shall not paint, alter, cut, add to, or otherwise change the appearance, structure, or condition of the Range without the prior written consent of the City and only after obtaining all applicable permits and approvals. Any improvements to a Range specified herein during the term of this Agreement shall become a fixture to the Range and shall remain on and be surrendered with the Range upon termination of this Agreement. If any improvements to a Range specified herein are made in a manner not approved by the City, Agency shall immediately remove such improvements at the Agency's sole cost and expense. Installation or construction improvements shall be memorialized in an amendment to this Agreement. Such amendment must be executed by the Parties prior to commencement of installation or construction of the improvements and shall include provisions detailing each Parties' obligations pertaining to use and maintenance of, and payment for, the improvements.
 - e. ***Removal of Personal Property.*** Upon termination of this Agreement, or upon termination of Agency's Use of Range, Agency shall retain ownership of its personal property, and Agency shall remove its personal property from the Range. During the term of this Agreement and

subject to the City's prior written consent, Agency may store property at the Range subject to the terms and conditions of this Agreement.

9. **Safety.** Throughout the term of this Agreement, Agency shall be solely responsible for the safety of all persons entering the Range during any Use thereof, including but not limited to employees, volunteers, and all other persons. Agency shall use its best efforts to ensure that no unreasonable risk of harm or danger is created to any person at the Range during any Use thereof.
10. **No Lease.** No possessory rights in the Range identified herein are granted to the Agency by this Agreement and in no event shall this Agreement be deemed to be a lease between the City and Agency.
11. **Anti-Assignment Clause.** Agency shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement without the City's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the City's prior written consent shall be void and ineffective.
12. **No Agency or Employment.** No agency or employment relationship is created by the execution of this Agreement.
13. **Amendment.** This Agreement shall not be amended except in a writing signed by the City and Agency.
14. **Merger Clause.** This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the City and Agency concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.
15. **Anti-Waiver Clause.** None of the provisions of this Agreement shall be waived by the City because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the City, in whole or in part.
16. **Severability.** This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
17. **Governing Law.** This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
18. **Counterparts.** This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. An electronic signature on the signature page of this Agreement shall be acceptable and deemed to have the same legal effect as a handwritten signature. Delivery of an executed version of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.

19. Compliance with Laws, Permits, and Licenses. Agency shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. Agency shall obtain any and all permits, licenses, and other authorizations necessary to Use the Facilities in the manner described in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees, or agents of the City, shall be liable, at law or in equity, as a result of any failure of Licensee to comply with this section.
20. Notice. Unless otherwise provided herein, any statements, communications, or notices to be provided pursuant to this Agreement shall be sent by personal delivery, certified or registered mail, or email to the addresses and to the attention of the persons set forth herein. Either Party shall provide the other Party with 10 days' written notice of any change of person to be notified or change of address.

If to Agency:

Contact Name: Luis Garcia Calderon
Contract Title: ERO SRT
Email Address: luis.a.garcia-calderon@ice.dhs.gov
Phone Number: 760-890-8978

If to the City:

City of Escondido Police Department
Attn: Firearms Training Unit
1163 N. Centre City Parkway
Escondido, CA 92026
Email Address: jlunt@escondido.org
Phone Number: 760-839-4785

21. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signatories below.
22. Promotional Material. Agency's written or promotional material shall not name the City as "sponsor" unless such permission has been granted in writing by City.
23. Force Majeure. The City shall not be deemed to be in default of this Agreement or liable for damages if the performance of any or all of its obligations hereunder are delayed or become impossible because of any act of God, terrorism, war, riot, civil disobedience, epidemic, strike, lock-out, or labor dispute, fire or any cause beyond City's control.
24. Range Rules. At all times while at the Range, the Agency (including Agency's agents, employees, personnel, participants, volunteers, and other persons at the Range) shall adhere to the Rules for Range Use, a copy of which is attached hereto as **Attachment "A"** and incorporated herein by this reference. The Rules for Range Use may be revised at any time by the City and shall be binding on all individuals using the Range.
25. Range Fees. The Agency agrees to pay the City Use fees as detailed in **Attachment "B"** to this Agreement, with is attached hereto and incorporated herein by this reference. During the term of this Agreement, Use fees may be updated as approved by the City Council.
26. Targets and Ammunition. Agency shall provide its own cardboard target backers and paper targets. The target bay cardboard dimensions are 38 - 42".high. Additionally, Agency shall be

responsible for bringing its own firearms ammunition.

27. Cancellations. Cancellations require a minimum of 72 hour written notice via email to policerangescheduling@escondido.org
28. FAILURE OF AGENCY TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS HEREIN WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND MAY RESULT IN TERMINATION OF THIS AGREEMENT, EXCEPT FOR AGENCY'S OBLIGATIONS TO CITY PURSUANT TO THIS AGREEMENT.

AGENCY HAS READ AND UNDERSTANDS THE FOREGOING and is aware of the legal consequences of this Agreement, including that it prevents Agency (including Agency's departments, officials, officers, agents, employees, volunteers, and participants) from suing the City (including its boards, commissions, departments, officials, officers, agents, employees,) if any individual is injured or any property is damaged as a result of or in connection with Agency's Use of City property or the Facilities identified herein. Agency further acknowledges that it has not relied on any oral representations, statements, or inducements in signing this Agreement.

IN WITNESS WHEREOF, this Agreement is executed by the parties or their duly authorized representatives as of the Effective Date:

AGENCY:

10/04/2024

Date

By: LUIS A GARCIA CALDERON
Digitally signed by LUIS A GARCIA
CALDERON
Date: 2024.10.04 09:29:22 -07'00'
Signature of Person Signing on Behalf of Agency
Luis A Garcia Calderon/ Deportation Officer
Name & Title of Person Signing on Behalf of
Agency

CITY:

10/14/24

Date

By: Edward Varsco
Signature of Person Signing on Behalf of City
EDWARD VARSO, CHIEF OF POLICE
Name & Title of Person Signing on Behalf of City

Attachment "A"
Rules for Range Use

- All uses of the Range must be approved by and scheduled through the Escondido Police Department ("EPD") Range Contact (Sgt. Jared Lunt, 760-839-4785, jlunt@escondido.org). The *Firearms Training Facility Range Agreement* must be filled out and approved by the EPD prior to any use of the Range.
- Range hours are from 0800-2200. Absolutely no shooting or excessive noise before 0800 or after 2200 hours. An EPD Range Master will be present to check you in and out of the range. If not present when you are ready to leave, you must lock the gates if you are the last to leave the facility.
- When booking the range, your start time is the time you want the gate open for your arrival. Make sure the rest of your people are aware of this and do not arrive early as they will be waiting at the gate or out on the highway.
- You may only use the range you have reserved. Any use of other ranges without prior approval by an EPD Range Master will result in additional charges and may result in cancellations of future range reservations.
- The Range may only be used by persons approved by and EPD Range Master, the EPD Range Sergeant or the EPD Training Manager.
- EPD Range Masters are in charge and shall have full command of the range at all times. When one is not present, the ranking EPD officer shall be in charge. The Range Master may remove anyone from the property at any time.
- All entities using the range facility will provide their own Range Safety Officer and obey the four rules of firearms safety, as set forth below, at all times. They will ensure this document is reviewed with all personnel prior to any training.
- Children (under 18 years old) are not authorized at the Range.
- All shooters and visitors must read, sign, and comply with the liability waiver form provided by the EPD.
- Non-law enforcement personnel shall only conduct line shooting; no tactical shooting is authorized, unless prior written approval is given by the Range Master.
- Shoot only in areas designated as live fire areas and only into designated backstops.
- Do not shoot wildlife, barricades, obstacles, or other "unconventional" targets. Do not use tables as barricades or obstacles.
- Do not shoot rifle rounds at handgun steel targets.

- Ear and eye protection shall be worn at all times while on the firing line for all shooters and spectators. Ear and eye protection are required while on the range property if the firing line is in use.
- No use of chemical agents/munitions without prior authorization and then only in approved areas.
- Report all incidents of injuries or property damage immediately to the on-duty Range Master. Any safety violations shall be reported immediately to the Range Master or the EPD.
- Firearms will be cased or holstered unless told to do otherwise by the Range Master. All weapons will be unloaded down range and verified safe before cleaning. Only paper or cardboard targets are allowed unless approved by the EPD.
- Clean up all trash and place it in the large dumpster and return all barricades, etc. to their original places. Clean up all brass and shooting trash. Do not throw brass into trash! Do not mix live ammo with spent casings. Empty shotshells shall be put into the trash and not mixed with brass.
- No pagers, cell phones, or other such devices are permitted at the firing line, unless approved by Range Master.
- Consumption of and/or being under the influence of alcoholic beverages and/or controlled substances by shooters or any guests while using the range is Strictly Prohibited.

Always follow the four firearm safety rules:

- Laser Rule – Be aware of your muzzle direction at all times
- Keep your finger off the trigger until you are ready to fire
- Be aware of your target, backstop, and beyond
- Treat every weapon as if it were loaded.

The Range Master may remove any personnel from the range facility for a violation of any of the safety rules.

In case of EMERGENCY notify the on-duty Range Master and/or contact EPD Dispatch at 760-839-4719.

Escondido Police Department Range Facility
25855 Valley Center Road, Escondido, CA 92027

Nearest Medical Facility: Palomar Medical Center, 2185 Citracado Parkway, Escondido, CA 92029

Attachment "B"
Range Use Fees

Police Firearms Facility - Range 1, 2, or Simulations Facility	\$1,000
Police Firearms Facility both Ranges 1 and 2	\$1,550
Police Firearms Facility - Range Classroom Use Half Day	\$300
Police Firearms Facility - Range Classroom Use Full Day	\$600
Sanitation fee for groups larger than 50	\$250