Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(1)(F)
12-05-06

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. R-1380-06

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENTS BETWEEN THE FEDERAL BUREAU OF INVESTIGATION AND MIAMI-DADE COUNTY FOR THE PURPOSE OF PROVIDING A SHARED USE FIREARMS TRAINING FACILITY AND AUTHORIZING THE COUNTY MANAGER TO EXECUTE ANY AMENDMENTS TO THE AGREEMENT AND EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board finds it is in the best interest of Miami-Dade County to approve the Agreements between the Federal Bureau of Investigation and Miami-Dade County for the purpose of providing a shared use Firearms Arms Training Facility in substantially the forms attached hereto and made a part hereof, and authorizes the County Manager to execute the Agreements for and on behalf of Miami-Dade County, and to execute any amendments to the Agreement and exercise the cancellation provisions contained in the Agreement.

The foregoing resolution was offered by Commissioner Dennis C. Moss, who moved its adoption. The motion was seconded by Commissioner Jose "Pepe" Diaz and the vote was as follows:

Joe A. Martinez, Chairman aye
Dennis C. Moss, Vice-Chairman aye

Bruno A. Barreiro	aye	Jose "Pepe" Diaz	aye
Audrey M. Edmonson	aye	Carlos A. Gimenez	aye
Sally A. Heyman	aye	Barbara J. Jordan	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of December, 2006. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. KBD

Kenneth B. Drucker

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Memorandum

MIAMI-DADE COUNTY

DATE: December 5, 2006

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

Agenda Item No. 8(I)(1)(F)

FROM: George M. Burgess
County Manager

SUBJECT: Agreements between Miami-Dade County and the Federal Bureau of Investigation for a Shared Use Firearms Facility

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RECOMMENDATION

It is recommended that the Board approve the attached resolution authorizing the execution of Agreements between Miami-Dade County and the Federal Bureau of Investigation (FBI) to provide a shared use Firearms Training Facility for a period of five years, effective from this action through 2011.

BACKGROUND

The FBI proposed to the Miami-Dade Police Department (MDPD) Training Bureau a partnership for training. This proposal was made based upon the FBI's knowledge of and experience with MDPD's overall operation, the extensive professional training services provided by the MDPD Training Bureau, and that the Department is an accredited law enforcement agency. Initially, this partnership would provide for the construction of a shared use Firearms Training Center which would include the construction of: a 30-position, 100 yard turning target pistol field, a tactical training arms center/live-fire house, a separate office, four classrooms, and storage space. The FBI, through the Defensive Systems Unit (DSU) located in Quantico, Virginia, will provide the funding for the construction of these facilities. As stipulated in the Agreements, as the agreement provides a facility, it will belong to the MDPD at the conclusion of the Agreement. The FBI will provide the specialized personnel/labor experienced in the construction of this kind of specialized facility. The federal funding provided MDPD will be utilized by MDPD to purchase construction materials, supplies and other items related to construction of this specialized facility at the MDPD Training Bureau. Other costs to the County will include required studies to prepare the property for construction in coordination with Planning and Zoning, General Services Administration (GSA) and Department of Environmental Resources (DERM).

This partnership will result in a local training facility for use by both the FBI and MDPD. As the MDPD continues its Basic Law Enforcement classes for new officers and firearms training for current personnel, this partnership greatly expands the existing training capacity with a new state of the art facility for firearms training with much needed additional classroom space. With regard to the FBI, this agency has the operational responsibility to maintain a tactical team in Miami and this facility will provide for the training of this team. Also, as additional funds become available, upon approval by MDPD, other facilities and/or training services may be provided.

Susanne M. Torriente
Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: December 5, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 8(I)(1)(F)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

COOPERATIVE INTER-LOCAL AGREEMENT
BETWEEN THE MIAMI-DADE POLICE DEPARTMENT
AND THE UNITED STATES DEPARTMENT OF JUSTICE,
FEDERAL BUREAU OF INVESTIGATION FOR THE
ESTABLISHMENT AND USE OF
A TACTICAL FIREARMS TRAINING CENTER AT THE
MIAMI-DADE POLICE DEPARTMENT TRAINING FACILITY

This COOPERATIVE INTER-LOCAL AGREEMENT (hereinafter referred to as "Agreement") is entered into this 24 Day of May, 2006, by and between the Miami-Dade Police Department (hereinafter referred to as "MDPD") and the United States Department of Justice, Federal Bureau of Investigation (hereinafter referred to as "FBI"). The FBI is entering into this MOU under the authority provided by 28 U.S.C. § 533 and 28 C.F.R. 0.85.

Whereas MDPD operates a law enforcement firearms range located at 9601 NW 58th Street, Miami, Florida, which consists of approximately 35 acres (hereinafter referred to as "Range").

Whereas, the FBI has the operational responsibility of maintaining a tactical team in the Miami area and providing training, to include live fire/simunition entry training for members of that team and has expressed a desire to have access to the Range for the purpose of establishing a tactical firearms training center (hereinafter referred to as "TFTC") to conduct live fire/simunition entry training in support of their tactical team.

Whereas, the FBI is willing to construct at it's own cost and expense and in accordance with all applicable building codes and standards a live/simunition TFTC suitable for the conducting of live fire/simunition entry training at the Range in accordance with the terms and conditions of this Agreement; and

Whereas, the MDPD is willing to allow the FBI access to the Range under such conditions as will not interfere with the normal operations of the Range.

Whereas, this Agreement is entered into between the MDPD and the FBI for joint usage and access to the TFTC, by the FBI and the MDPD. It is hereby agreed that:

1. The FBI will provide funding for the following improvements at the Range:

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a. The purchase and installation of a new 56' by 60' TFTC

2. MDPD agrees to provide the FBI and it's agents reasonable access to the Range to facilitate construction and delivery of the above mentioned improvements.

3. The following improvements to the Range become property of the FBI and MDPD at the time of installation and will become sole property of the MDPD at the expiration of the designated (20 Year) term:

   a. The new 56' by 60' TFTC

4. The FBI and MDPD shall have primary use and control of the new 56' by 60' TFTC although the FBI shall be afforded unlimited priority usage of the facility during normal business hours or at times agreed to by both the FBI and MDPD. The use of the TFTC will require strict adherence to the attached Standard Operating Procedure (hereinafter referred to as "SOP"). The FBI agrees to adhere to the SOP. MDPD will ensure that all parties utilizing the TFTC comply with the SOP.

5. The FBI will assume responsibility for the costs and maintenance, excluding utilities, of the new 56' by 60' TFTC constructed pursuant to this agreement.

6. MDPD and the FBI agree to be solely responsible for their own cleanup of the TFTC after each respective use. The parties agree that after each use, each party is responsible for restoring the TFTC to a clean and usable condition. The clean-up process shall include removal of all debris, brass and used target material from the TFTC.

7. MDPD and the FBI agree that the TFTC will be used for law enforcement purposes only and the TFTC will not be open to the general public. The MDPD may utilize the TFTC during emergency situations. Use of the TFTC by other law enforcement agencies other than MDPD and the FBI will only occur with the mutual agreement of both MDPD and the FBI.

8. **Liability:** The parties agree that each party is responsible for the negligent and wrongful acts and omissions by its employees. In addition, the parties agree that should a claim arise under the terms and conditions of the Federal Tort Claims Act (FTCA), Title 28, United States Code, Sections 1346 and 2671 et seq., for the negligent and wrongful act and omission by either parties' employee in the performance of assigned duties, the FBI and MDPD shall be responsible for the investigation and disposition of said claim. The MDPD agrees to notify the FBI of any administrative claim arising out of an activity conducted pursuant to this MOU. Nothing in this paragraph prevents any party from conducting an independent administrative review of the incident giving rise to the claim; however, final disposition of the claim will be handled as provided herein. Both parties agree to cooperate fully with one another in the event of an official investigation arising from alleged negligence or misconduct arising from acts related to the use of the range. The FBI agrees, at all times, to repair or replace any damage to any real or personal property of the MDPD occurring while the Premises is under the control and use of the FBI. The MDPD shall not be responsible for any loss of any property or equipment, for any reason or under any circumstances, belonging to the FBI. Nothing herein should be construed as supplanting any applicable statute, rule, or regulation.

9. **Term:** This Agreement between the MDPD and the FBI is for a term of five years from the date of execution of this Agreement by both parties. This MOU maybe renewed by mutual agreement of the parties and the terms continued and/or reassessed at the end of the initial five year term. This MOU may be renewed for three separate additional five year terms upon written notice by either party no later than 90 days prior to the end of this original or renewals thereof, of it's intent to exercise this renewal option, subject to the same terms and conditions as mutually agreed upon by the parties, unless changes have been made in writing and approved by both parties

10. **Funding:** This MOU is not an obligation or commitment of funds, nor a basis for transfer of funds.

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Even where a party has agreed (or later does agree) to assume a particular financial responsibility, the party's express written approval must be obtained before the incurring by another party of each expense associated with the responsibility. All obligations of and expenditures by the parties will be subject to their respective budgetary and fiscal processes and availability of funds pursuant to all laws, regulations, and policies applicable thereto. The parties acknowledge that there is no intimation, promise, or guarantee that funds will be available in future years. However, the FBI agrees that it will have the funding available and provide said funding for the improvements and expenses agreed upon in this MOU in paragraphs (3) and (5).

11. At the expiration of the term of this Agreement and any renewals, the disposition of the new 56' by 60' TFTC will be completed in accordance with the Federal Property Management Regulations.

12. Either party may terminate this Agreement upon sixty (60) days written notice. Should this Agreement be terminated by MDPD prior to the end of the designated term, MDPD will reimburse the FBI for the residual value of the remaining improvements. The residual value shall be calculated by the cost of the improvement reduced by straight line depreciation over 25 years based on the calendar year this Agreement becomes effective.

13. **Settlement of Disputes:** Disagreements between the parties arising under or relating to this MOU will be resolved only by consultation between the parties and will not be referred to any other person or entity for settlement.

14. **Points of Contact:** The FBI and the MDPD will assign points of contact (POCs) for this agreement. The POCs will address and resolve all issues related to this agreement. The parties agree to coordinate safety issues, jurisdictional matters, and other issues through their designated POC.

In witness whereof, the parties have hereunto set their hands and seals of the date first mentioned herein.

Christopher M. Grzadzinski
Contracting Officer
Federal Bureau of Investigation 9.18.06

Contracting Officer
FBI Headquarters

Jonathon I. Solomon

9/19/06

Jonathon I Solomon
Special Agent in Charge
Miami, Florida

9/19/06

Director Robert Parker
Miami Dade Police Department

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said county, **DO HEREBY CERTIFY** that the above and foregoing is a true and correct copy of Resolution R-1380-06, adopted by the Board of County Commissioners, at its meeting of December 5, 2006., as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of December, A.D., 2006.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: _____
Deputy Clerk

ADDENDUM
TO
COOPERATIVE INTERLOCAL AGREEMENT
BETWEEN THE MIAMI-DADE POLICE DEPARTMENT
AND THE UNITED STATES DEPARTMENT OF JUSTICE,
FEDERAL BUREAU OF INVESTIGATION FOR THE
ESTABLISHMENT AND USE OF
A TACTICAL FIREARMS TRAINING CENTER AT THE
MIAMI-DADE POLICE DEPARTMENT TRAINING FACILITY

This document is an addendum to the attached Cooperative Interlocal Agreement between the Miami-Dade Police Department (MDPD) and the Federal Bureau of Investigation (FBI).

1. The Agreement will be renewed for a period of five (5) years from the date of execution of this Addendum by both parties, as detailed in Section 9 of the Agreement.

2. The use of the Tactical Firearms Training Center (TFTC) will be governed by the guidelines set forth in the attached revised Standard Operating Procedure (SOP), labeled Revision 1, dated September 8, 2011. Both MDPD and the FBI agree to adhere to the SOP, and MDPD's Miami-Dade Public Safety Training Institute (MDPSTI) will ensure that all parties utilizing the TFTC comply with the SOP.

3. All other terms and conditions of the Agreement remain the same.

FOR THE FEDERAL BUREAU OF INVESTIGATION:

John V. Gillies, Special Agent in Charge — Date 10/19/11
FBI Miami

Maury V. Taylor, Contracting Officer — Date 10/21/2011
FBIHQ

Maury V. Taylor
Contracting Officer
Federal Bureau of Investigation

FOR THE MIAMI-DADE POLICE DEPARTMENT:

James K. Loftus, Director — Date 9/20/11
Miami-Dade Police Department

FOR MIAMI-DADE COUNTY:

Genaro "Chip" Iglesias — Date 10/4/11
Deputy Mayor/Chief of Staff
Miami-Dade County

FBI MIAMI TACTICAL FIREARMS TRAINING CENTER
LIVE-FIRE HOUSE (LFH)
STANDARD OPERATING PROCEDURES (SOP)

The FBI Miami Joint Tactical Firearms Training Center House was designed and constructed to allow for realistic training to be conducted in an environment with a 360 degree field of fire. It is anticipated that training to be conducted in this facility will include room and hallway clearing techniques as well as tactical assaults.

This SOP applies specifically to tactical team training that employs multiple operator entries for the purpose of conducting close quarters battle (CQB).

1. Use of the Live-Fire House (LFH)

The LFH was constructed primarily for use by the FBI and the Miami-Dade Police Department (MDPD). The two aforementioned entities will be afforded priority use at all times and are to be considered the principal users of the facility. Scheduling of this training facility, when not in use by the principal agencies will be administered by the Miami-Dade Public Safety Training Institute (MDPSTI).

Use of the LFH will require the on-site presence of an approved LFH Range Safety Officer (RSO) or an LFH approved member of the FBI SWAT Team, MDPD Special Response Team (SRT) or a MDPSTI Firearms/ LFH Certified Instructor. The function of the LFH approved RSO from FBI SWAT, MDPD SRT or the MDPSTI staff is to ensure there is an approved LFH RSO present to supervise training to ensure approved ammunition and protective equipment is being utilized, to ensure proper medical equipment support is on-site, and to conduct pre/post inspections. A designated non-participatory LFH RSO must be present and able to supervise all training conducted in the LFH. It is the responsibility of the principal host of the training to provide the respective LFH RSO. Specific tactics and safety issues associated with the training are the responsibility of the LFH RSO and will be described further in the remainder of this document.

Requests for use of the LFH by Military Units, Federal, State and Local Agencies to include Task Force Officers or joint partnership participants will be evaluated initially by the MDPSTI Director or his designee, on an individual basis. In evaluating requests, consideration will be given to the level of training, a demonstrated need to use such a facility, level of experience and proficiency of the personnel to be trained, as well as that of those conducting the training. Any use of the LFH by law enforcement agencies/entities or task forces other than MDPD sworn officers and the FBI will only occur with the mutual agreement of both the MDPD and the FBI.

All use of the LFH will require the exclusive use of approved non-toxic, frangible ammunition in authorized pistol and rifle calibers only.

2. Scheduling by non-principal entities

There will be no unscheduled utilization of the LFH by entities other than FBI SWAT and the MDPD SRT. FBI SWAT and the MDPD SRT will always be afforded priority use of the LFH even if MDPD units or outside entities have been granted

access to the facility during a scheduled training period.

All keys or combinations necessary for access to the LFH will be maintained by FBI/MDPD tactical team staff and the MDPSTI staff. **NO changes to open and authorized entry/exits or the configuration of interior walls and doors are to be made by personnel other than FBI/MDPD tactical team staff.**

Requests for access to the LFH must be scheduled in coordination with FBI SWAT STL and the MDPDSTI Director or his designee. All use of the LFH not associated with Tactical training conducted by FBI SWAT or MDPSTI for MDPD personnel only will be limited to non live fire training. Any exceptions to this must meet the concurrence of the FBI SWAT STL, FBI SWAT ASAC and the MDPSTI Director.

Initial requests to determine availability and demonstrated need can be made telephonically, but all telephonic requests must be followed by a written request that includes the following:

A. Date of requested training

B. Specific time block(s) requested

C. Type and objectives of training (e.g. two man live fire room clearing for tactical proficiency)

D. Name of approved LFH RSO.

E. Name of Emergency Medical Technician (EMT) that will be present or copy of Departmental medical emergency response plan.

F. Make, model and caliber of weapons to be used.

G. Manufacturer, caliber and projectile configuration of ammunition to be used.

H. Description of the level of training, experience and proficiency of personnel to be trained.

I. Description of the level of training, experience and proficiency of personnel conducting the proposed training.

** There will be a final notification of use made to the MDPSTI staff through designated MDPD personnel prior to arrival at the LFH.

3. Procedures for training in the LFH

A. Safety check of the LFH

Prior to the initiation of training, it is the responsibility of the LFH RSO to inspect the LFH to ensure it is clear of all personnel, in a safe condition, and ready for live-fire training. Any safety hazards of existing damage to the LFH must be reported to LFH approved range staff <u>prior</u> to the commencement of training.

B. Lighting

The lights should remain on throughout the duration of live-fire training.

The LFH RSO will also be responsible for adjustment of interior lights to suit training needs.

C. Telephone/Radio

A communications check must be made by the LFH RSO via the LFH telephone or LFH radio to confirm communications are functioning properly prior to the commencement of training. Until ad ised otherwise, telephonic contact should be directed to designated LFH approved members.

Telephonic/Radio contact will be made with the MDPSTI staff upon the commencement and conclusion of live fire training to include the following:

I. Name of unit training
II. Condition of LFH (clean and secure)

D. Protective Equipment

It is the responsibility of the LFH RSO to require the following equipment be worn by all training participants, instructors, observers, and safety personnel:

I. Body Armor
II. Eye Protection
III. Ear Protection
IV. Ballistic Helmet
V. Full cover flame retardant gloves and clothing, such as Nomex, must be worn if explosive diversionary devices are to be used in the training.

The above list represents the minimum level of protective equipment required.

E. Staging/Final Inspection Area

Prior to training, the LFH RSO will specify a staging/final inspection area and ensure all personnel are aware of the location. At that time some type of visual notification (signs, red flag, flashing red light, or designated individual) must be posted to advise outside personnel that the LFH is in use. All personnel involved in training will assemble at the designated location prior to and after each training evolution. **This location will serve as an emergency rally point for accounting of all personnel during emergency situations.**

F. Weapons Check/Loading

Standard firearms safety rules are to be observed at all times during the use of the LFH:

1) All firearms are loaded and are to be treated as such at all times.
2) Do not let your muzzle cover anything you are not willing to shoot or destroy.
3) Do not place your finger on the trigger until your sights are on target and you are ready to fire.
4) Be aware of your target and what lies beyond.

The LFH RSO will be responsible for conducting a safety check of all weapons prior to initiation of training. Weapons will be loaded and charged at the command of the LFH RSO. No extensive training will be conducted outside of the LFH facility with loaded and charged weapons. **All weapons should remain on "safe" until individual physical entry of the LFH is made.**

All personnel utilizing weapons capable of fully-automatic fire will restrict fire to bursts of two to four rounds. **Sustained fully-automatic fire is prohibited in the LFH.**

G. Comprehensive Pre-Entry Planning

Prior to the initiation of live-fire training, personnel utilizing the LFH will conduct comprehensive pre-entry planning. The LFH RSO will be responsible for conducting or monitoring all planning to ensure compliance with safety rules and training standards. This planning should include individual assignments (routes and fields of fire), tactics to be employed, and dry fire runs of the planned routes and final firing positions when appropriate.

A final check of target placement related to routes, firing positions and off-limit areas must be conducted to ensure safety within planned fields of fire.

Last, the LFH RSO must conduct a physical walk-through of the LFH to ensure no personnel remain within the facility prior to a live fire entry. When this procedure is completed, the LFH RSO audibly declares the LFH clear announcing **"The House is Clear"**. The LFH RSO then allows live fire training to begin by audibly declaring **"The House is Hot"**.

H. EMT/Trauma Kit and Safety Procedures

Agencies will follow respective agency procedures when preparing for and dealing with medical emergencies.

Agencies utilizing the LFH will pre-notify Emergency Medical Services EMS) of the initiation of live fire training in the LFH.

The LFH RSO will provide a safety brief to all participating personnel which includes the location of all operational LFH exits, the location of the staging/final inspection area, and the location of fire extinguishers.

During live fire exercises, the entry Team Leaders will be responsible for directing the tactical movements of their respective teams. Team Leaders and the LFH RSO will be responsible for announcing an immediate cease fire in the event of an unsafe condition or an actual emergency. However, anyone can and should announce a cease fire if safety is in question.

Should an unsafe condition exist that threatens training participants while a cease fire is in force, a call to "Evacuate" to the staging/final inspection area should be made by a Team Leader, the LFH RSO or any other participant who recognizes the threat. Once at the staging/final inspection area, all personnel should be accounted for and search or rescue actions taken in the event of missing personnel. MDPSTI Firearms staff should be notified of any medical or other emergency. Necessary steps should be taken to activate Agency Emergency Medical Procedures

Periodic, random safety checks of the LFH will be conducted by FBI/MDPD tactical team and MDPSTI staff to ensure compliance with LFH SOPs. FBI/MDPD tactical team and MDPSTI staff maintain authority to call a "cease fire" and halt training being conducted in order to resolve any safety related issues.

I. Observation

Observation of training in the LFH from the elevated walkways is prohibited for all personnel except for those approved by the LFH RSO. Observation must be conducted from ground level only, following behind trainees. No observer, instructor or other personnel, will be positioned inside the LFH immediately prior to or during a live fire entry. Further, all observers, instructors, and safety personnel are required to wear the protective gear detailed in paragraph "D" above.

4. Requirements for target type and placement

A. Types of targets

No metal targets will be allowed in the LFH. Target stands are provided and will not be supplemented by target stands or bullet traps supplied by personnel assigned to non-principal entities. Allowable target backs will consist of cardboard or plastic construction only.

All targets and target backs will be placed in the target stands provided and will not be affixed to LFH walls, doorways, flooring or furniture. The use of staplers in the LFH is prohibited. Tape or spray glue must be used to attach paper target faces to target backs.

B. Placement of targets

Target placement is one of the most critical elements associated with the safe operation of 360 degree live-fire facilities. It is the primary responsibility of the LFH RSO to ensure that all target placement procedures are followed.

I. A yellow line has been placed near the top of all interior walks and around all door openings. Shooters will be instructed to ensure that weapons are never aimed above the yellow line or beyond the yellow lines into doorways. Likewise, no targets will be placed in locations that would cause a round to strike in off-limit areas after passing through the target.

II. No targets will be placed in locations that would cause rounds to exit a door opening or impact near a door opening or frame. No engagement of targets from room to room or hallway to room will be permitted. Further, special attention must be paid to placement of targets to ensure personnel will never move into or through the line of fire during a clearing exercise. This attention must address the potential movement of trainees either in front of or behind placed targets.

III. The LFH RSO will place targets with specific training objectives in mind, not randomly. Once targets are placed, pre-entry planning will be conducted to determine planned movement and fields of fire. At the conclusion of pre-entry planning and after a brief-back the LFH RSO will conduct a walk-through to ensure no danger areas exist related to the intended movement, fields of fire or target placement.

IV. Target placement should be based primarily upon concerns for safety, but should also take into account the experience and proficiency of the personnel to be trained.

C. Doors and Routes

The LFH is unique in that most rooms have at least two entries doors. Doors that are not to be used during training must be placed off-limits by appropriate marking with LFH door barricades or barricade tape indicating non-entry. This marking must be done on both sides of every door that is to remain secured. LFH RSO will be responsible for ensuring proper marking of doors and will detail the meaning of that marking to trainees during pre-entry planning.

D. Furniture

Furniture in the LFH will be arranged to simulate actual room conditions. This furniture should not be moved without consultation of LFH tactical team staff.

Furniture is not to be placed as a barricade to inhibit trainee movements or cause a trainee to have to climb over it to gain access to his final firing position.

Caution must also be exercised in the deployment of diversionary devices so as not to risk the ignition of furniture. Further, target placement must be considerate of furniture and allow rounds to freely impact ballistic walls in designated areas only.

All furniture for use in the LFH must be approved by the FBI/MDPD tactical team staff. No furniture is to be placed in the LFH which could cause ricochet or leave broken glass. Metal desks and chairs are prohibited.

5. Ammunition

All ammunition used in the LFH must be f pistol calibers, with non-toxic primers, and lead free frangible projectiles. Permitted bullet composition includes sintered/compressed metallic, compressed metallic composite, or stranded zinc core bullet with copper jacket.

The following ammunition types are specifically prohibited:
1) Shotgun ammunition of any type
2) Full metal jacket lead core ammunition of any caliber
3) Jacketed hollow point, soft point, wad cutter, etc. of lead core construction in any caliber
4) Steel core ammunition in any caliber

Certain designated types of rifle caliber ammunition are permitted for use in the LFH with prior approval from FBI SOU. Any and all additions or deletions from current use lists will be disseminated to designated MDPD SRT, MDPDSTI staff and FBI SWAT components.

Approval of all ammunition must be secured from the FBI/MDPD tactical team or MDPSTI Firearms staff prior to each training session.

Approval of diversionary/distraction devices ("Flash bangs") by LFH tactical team staff must be secured prior to their use. Commercially available distraction devices (e.g. Nico Pyrotechnik, Def-Tec, ALS, CTS, etc.) are generally acceptable but must be cleared for use prior to training with LFH team tactical team staff.

All other ammunition, chemicals, or explosives must be secured away from the LFH training area.

<u>The use of gas, military or civilian smoke and chemical agents is limited to FBI SWAT and MDPD SRT under non live fire training.</u>

Simmunition FX Marking Cartridges and Simmunition CQT Training Rounds are allowed with the approval of FBI/MDPD tactical team or MDPSTI Firearms staff, but require safety precautions and post-training clean-up procedures.

6. Breaching

No forcible breaching will be conducted in the LFH. Forms of mechanical breaching include: rams, rabbit tools, jam spreaders, pry bars and saws. These are prohibited as are shotgun and explosive breaching. Kicking doors is prohibited.

7. **LFH Training Procedures for non-principal entities**

A. General clean-up

Any authorized use of the LFH will require post-training clean-up. This clean-up will include the following duties:

I. Removal and proper disposal of all targets
II. Removal of all spent brass and live ammunition
III. Collection and removal of all debris

B. Post-training Inspection

At the conclusion of each training session, a member of the FBI/MDPD tactical team staff or MDPSTI staff will conduct an inspection of the LFH to ensure compliance with the maintenance standards and account for damage to property.

8. **Emergency Medical Procedures**

The LFH RSO is responsible for the initiation of emergency medical procedures.

Each group training at the LFH must be responsible for standing up their own medical emergency response plan prior to the initiation of live fire. This plan must be capable of responding to emergencies of any nature and fall within the established guidelines of the respective Department or Agency.

MDPDSTI staff are to be notified immediately of any life-threatening injuries. As EMS will have been pre-notified of the conduct of live-fire training in the LFH by the agency using the LFH arrangements for medical transportation will be coordinated through the MDPSTI office or responding EMS

CONCLUSION:

The purpose of this SOP is to provide a guideline for safe and effective operations of the LFH. All designated LFH RSO utilizing the LFH should be familiar with its contents and should ensure all training participants are aware of its details. Ultimately, safety is the responsibility of every person who uses the LFH. Therefore, everyone utilizing the LFH is expected to do so with safety as the primary focus. Any comments or questions related to this SOP should be directed to FBI/MDPD tactical team staff or the MDPSTI.