

## REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnaldo Rodriguez, City Manager

Council Meeting of: April 21, 2021

Agenda Number: B-7

### SUBJECT:

Agreement for the use of the firing range at Central California Women's Facility (CCWF) by the Madera Police Department

### RECOMMENDATION:

Adopt a minute order:

1. Approving a Temporary Right of Entry and License Agreement for Firing Range Use at Central California Women's Facility effective for five years retroactive to November 1, 2020; and
2. Authorizing the Chief of Police to execute the agreement on behalf of the City.

### SUMMARY:

The CCWF range is one of two range facilities used by the Madera Police Department (MPD) for range training. The agreement is required to continue the use of the range facility. This new agreement will be effective retroactive to November 1, 2020 and expire October 31, 2025.

### DISCUSSION:

By policy, and consistent with best practices within the public safety profession, all Madera Police Officers are required to attend quarterly range training and meet minimum firearms training qualification requirements. The department has utilized the CCWF Range for over a decade as part of its training program. A new Temporary Right of Entry and License Agreement for Firing Range Use is required for the Madera Police Department to continue to conduct training events at the CCWF Range. Having access to a nearby range facility is imperative to accomplishing MPD's mission of fielding professional, highly-trained officers. MPD does not have its own range facility and relies on partnerships such as this with other law enforcement agencies and programs to meet its range facility needs.

### FINANCIAL IMPACT:

There is no fiscal impact for continuing to use the CCWF Range given that the California Department of Corrections allows MPD to train at no cost. Other range facilities in the area typically charge for use.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:**

Accepting a minute order authorizing the Chief of Police to sign a temporary right of entry and license agreement for the CCWF Range does not conflict with our Vision Madera 2025 plan.

**ALTERNATIVES:**

As an alternative, Council may request that the Madera Police Department explore alternative range options.

**ATTACHMENTS:**

1. Temporary Right of Entry and License Agreement for Firing Range Use at Central California Women's Facility

# **Attachment 1**

**Use Agreement**

**TEMPORARY RIGHT OF ENTRY AND LICENSE AGREEMENT FOR  
FIRING RANGE USE AT  
CENTRAL CALIFORNIA WOMEN'S FACILITY**

This Temporary Right of Entry and License Agreement (License) is made and entered into on November 1, 2020 by and between the State of California acting by and through the Director of the Department of General Services (DGS) with the consent of the Department of Corrections and Rehabilitation (CDCR), Central California Women's Facility (CCWF) collectively "State", as (Licensor), and the Madera Police Department (MPD) as (Licensee). The Licensor and Licensee are sometimes individually referred to as "Party" and collectively as "Parties".

**RECITALS**

**WHEREAS**, pursuant to Government Code (GC) §14670 (a)(1), the Director of the Department of General Services, with the consent of the California Department of Corrections and Rehabilitation, is authorized to let State real property for a period not to exceed five (5) years if the Director deems such letting is in the best interest of the State; and

**WHEREAS**, Licensee's officers or employees require continuing firearms education, which includes classroom education and training at an authorized Range facility, to comply with California Penal Code Section 830; and

**WHEREAS**, Licensee is requesting temporary, scheduled access, ingress and egress to the Firing Range (Range) which is located at 23370 Road 22, Chowchilla, CA 93610. State real property identified as CCWF, located within assessor's parcel number 030-260-001-000 currently under the CDCR control and possession; and

**WHEREAS**, CDCR operates the CCWF Range; and

**WHEREAS**, the State engages law enforcement entities for range use in exchange for certain services and equipment which allows the range operation to run efficiently while meeting necessary training needs; and

**WHEREAS**, Licensee desires to secure dates and times for law enforcement weapons training for its officers at the CCWF range; and

**WHEREAS**, public safety is an essential mission for the State and Licensee, the parties agree that this training is in the best interest of the State and the State has identified existing capacity to enter into this License with Licensee; and

**WHEREAS**, Licensee's activities will be conducted in accordance with standard industry practices and in a prudent and careful manner.

**WITNESSETH**

NOW THEREFORE, IN CONSIDERATION of the mutual agreements by the Parties set forth herein and other good and valuable consideration contributing to public safety in the State, the

Parties agree to the following terms and conditions:

1. Grant of License: The State hereby grants permission to Licensee, its qualified officers, employees, and representatives, to enter upon those lands within the CCWF firing range, located at 23370 Road 22, Chowchilla, CA 93610, more specifically described in Exhibit "A" (Premises), attached herein and by this reference made a part hereof, for the purpose of ingress, egress and scheduled Range use intended for training and continuing education of law enforcement personnel and for no other purposes whatsoever. Licensee's access onto said Premises shall be allowed by CDCR only upon State's execution of this License.
2. License Term: This License shall commence on November 1, 2020 and expire without written notification on October 31, 2025, with such rights of renewal or termination as are hereinafter expressly set forth. Licensee shall have the option to renew the License upon expiration. Should Licensee desire to renew, the request for such renewal will be for an additional five (5) year term and should be made within one hundred twenty 120 days of the expiration date hereof by written notification to the Range Master. Nothing precludes the Licensee from making their renewal request earlier than one hundred twenty 120 days.
3. Holding Over: Any holding over by Licensee after expiration or termination shall not be considered a renewal or extension of this License. The use of the Premises after the expiration or termination of this License shall constitute a week-to-week use, and all other terms and conditions of this License shall continue in full force and effect; provided however, that said hold over tenancy shall be subject to and at the State's sole discretion.
4. Termination: The Parties hereto agree that either Party may terminate this License at any time during the term hereof by giving notice to the other in writing at least thirty (30) days prior to the date when such termination shall become effective. Any willful violation of the License terms or the CCWF Firing Range Rules and Regulations shall be grounds for termination of this License and removal of Licensee. With exception that the Licensee may have the right to receive notice of such violation and granted a period of ten (10) calendar days to cure prior to any such termination, if such violation is curable. If Licensee fails to cure the specified violation, termination and removal shall be permitted pursuant to this section.
5. Use: Licensee's use is permitted for the express purpose of conducting classroom and hands-on weapons training which is more particularly described in Exhibit "B"(Training Curriculum) attached herein and by this reference made a part hereof. Training coordination and scheduling is more particularly described in Exhibit "C" (Scheduling) attached herein and by reference made a part hereof. Weapons training requires the use of special equipment, including firearms, ammunition, and protective gear which is more particularly described in Exhibit "D" (Equipment), attached herein and by this reference made a part hereof. Licensee and its qualified officers shall use only that equipment identified in Exhibit "D" unless the Equipment list is amended in writing and agreed to by both Parties.
6. Conduct During Use: The Licensee agrees to follow the Central California Women's Facility Firing Range General Rules and Regulations, identified as Exhibit "E" (Rules and Regulations), attached herein and by reference made a part hereof.
7. Medical: Licensee shall take all necessary and reasonable safety precautions and shall comply with all applicable laws pertaining to the safety of person and real and personal

property at or on the Premises. Licensee shall immediately report to the onsite Range Master any death, loss time injury, or property damage that occurs within CCWF. Any emergency medical or surgical care of Licensee's officers or employees required, as a result of range use, will be the sole responsibility of Licensee. As used herein, this section is intended to mean that Licensee shall be liable for any and all medical and/or surgical care costs for Licensee's employees, its qualified officers and representatives served by this License.

8. Subordination: This License is subject to existing contracts, leases, licenses, encumbrances and claims, which may affect said property. This License is subordinate to all existing prior and/or future rights and obligations of the State, except that the State shall grant no rights inconsistent with the reasonable exercise by Licensee of its rights under this License unless warranted by the direction of the State's Governor, CDCR Secretary, Director of DGS, or the State's Public Works Board.
9. Licensee Responsibility: This License is granted to Licensee and its qualified officers, employees, and representatives, to enter upon the Premises at their sole cost and expense. Licensee is solely responsible for the safety and conduct of persons entering upon the Premises to exercise the rights under this License. Licensee is solely responsible for the protection of all persons, property, materials, tools, equipment, and supplies brought on to the Premises. Licensee agrees to keep and maintain the Premises in a clean and orderly condition at all times during their use. Licensee further agrees to remove all of its personal property and return the Premises to its pre-use condition upon completion of training exercises and conclusion of Licensee's activities on the Premises. Licensee agrees to comply with, and ensure all persons/participants under their jurisdiction comply with, any and all direction and policy implemented by the Range Master for use of the range.
10. Waiver: Licensee waives all claims, judgements, penalties, awards, fines, settlements, losses against the State, their officers, agents, contractors and employees for loss or damage caused by, arising out of, or in any way connected with the exercise of this License. Licensee shall protect, indemnify, hold harmless and defend the State, its officers, agents, consultants and employees from and against any lawsuits, actions, judgments, legal or administrative proceedings, arbitrations, claims, demands, causes of actions, damages, liabilities, interests, attorney fees, fines, penalties, losses, costs and expenses whatsoever arising out of, in connection with, or incidental to entry upon and use of the Premises.
11. Compliance with Laws: Licensee shall conduct all activities in compliance with all Federal, State, and Municipal statutes and ordinances, and will comply with all regulations and orders as such exist during the term of this License. Licensee agrees to require in its contract(s) with its subcontractor(s) that the subcontractor(s) be obligated to Licensee in the same manner and extent, as Licensee owes to the State, and State under this License.
12. Prohibited Items: Exhibit "F" (State Prison & Detention Facility Regulations for On-site Conduct) attached herein and by reference made a part hereof; no article or material, which the CDCR considers contraband, shall be brought onto the premises with the exception of those items listed in Exhibit "D", which include weapons, munitions and protective gear. CDCR prohibited contraband includes, but is not limited to cell phones, alcoholic beverages, narcotics, firearms, explosives, edged weapons, restricted and/or controlled substances, or wagering and gambling paraphernalia. Smoking, tobacco use, including vaping, is strictly prohibited at CCWF. Any willful violation of regulations and conduct or the terms of this License shall be grounds for immediate termination of the License and removal of the

Licensee and its representatives. Nothing in this paragraph is intended to limit law enforcement personnel, who are authorized by law, to carry a firearm or communication devices such as cell phones in the scope of their duties, from possessing a firearm on the Premises. Nothing in this section is intended to prohibit possession of a cell phone for Licensees purposes by law enforcement personnel while on the Premises.

13. Property Rights: Licensee understands this License does not convey any interest in real property. There are no expressed or implied terms that would induce the Licensee into thinking that this temporary approval to enter the Premises for training conveys any real property interest whatsoever.
14. Assignment, Subletting and Change in Use: Licensee shall not transfer or assign this License, and shall not sublet, license, permit or suffer any use of the premises or any part thereof, and will not permit the use of the Premises by anyone other than the Licensee.
15. Spectator Waiver: To the extent that Licensee provides access to a non-participating officer or employee, Licensee guarantee's said Spectator shall indemnify State and complete Exhibit "G", (Spectator Waiver and Release of Liability, Assumption of Risk, Covenant Not to Sue and Indemnity Agreement) attached herein and by reference made a part hereof.
16. Insurance: Prior to or at License execution Licensee shall furnish to the State a Certificate of Insurance, along with all License endorsements, identifying the State as Certificate Holder on the face of said certificate or endorsements with evidence of insurance as follows:
  - a) Commercial General Liability: Licensee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and fire legal liability of at least \$500,000. The License shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. The License must include State of California, and their officers, agents and employees as additional insureds, but only to the extent as the operations under the License are concerned. The additional insured endorsement must be provided with the certificate of insurance.
  - b) Automobile Liability: Licensee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and DGS are to be additional insured with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.
  - c) Workers Compensation: Licensee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the License, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the coverage shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the Certificate of Insurance.
17. General Requirements: Licensee shall ensure that the following general requirements are met:

- i) Insurance companies must be acceptable to DGS, and the Office of Risk and Insurance Management (ORIM).
- ii) Coverage needs to be current for complete term of this License. If insurance expires during the term of the License, a new certificate must be received by the State within thirty (30) days of the expiration date of the existing License. This new insurance must still meet the terms of the original contract.
- iii) Licensee shall notify the State within five (5) business days of Licensee's receipt of any notice of cancellation or non-renewal of any insurance required by this License.
- iv) Licensee is responsible for any deductible or self-insured retention contained within the insurance program.
- v) In the event Licensee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this License upon the occurrence of such event, subject to the provisions of this License.
- vi) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- vii) It is agreed that the State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

18. Self-Insured: As indicated in Exhibit "H" (Certificate of Self-Insurance Coverage), attached herein and by reference made a part hereof, Licensee is self-insured. If Licensee is self-insured in whole, or in part as to any of the above described types and levels of coverage, Licensee shall provide the State with written acknowledgment of this fact upon execution of this License. The State may require financial information to justify Licensee's self-insured status. If, at any time after the execution of this License, Licensee abandons its self-insured status Licensee shall immediately notify the State of this fact and shall comply with all of the terms and conditions of the Insurance Clause pertaining to policies of insurance in regard to those types and levels of insurance.

19. Licensee Continuing Liability: The obligations of Licensee to indemnify the State shall survive the termination of this License. No termination of this License shall release Licensee from any liability or obligations hereunder resulting from any acts, omissions, or events happening prior to the termination of this License and restoration of the Premises to its prior condition.

20. Attorney's Fees: In the event of a dispute between the Parties with respect to the terms of condition of this License, the prevailing Party shall be entitled to collect from the other Party its reasonable attorneys' fees and costs as established by the judge or arbitrator presiding over such dispute.

21. Governing Law: This contract shall be governed by and interpreted in accordance with the laws of the State of California, excluding such State's conflict of law principles. Venue for any action to enforce this license shall be in Sacramento, California.



22. Notices: All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service), or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below. All such notices or other communications shall be deemed received upon the earlier of (1) if personally delivered or sent by overnight courier, the date of delivery to the address of the person to receive such notice, (2) if mailed as provided above, on the date of receipt or rejection, or (3) if given by electronic mail (email), when received by the other Party if received Monday through Friday between 6:00 AM and 5:00 PM Pacific Standard Time, so long as such day is not a State or Federal holiday and otherwise on the next day provided that if the next day is Saturday, Sunday or a State or Federal holiday, such notice shall be effective on the following business day:

TO: Department of Corrections & Rehabilitation (CDCR)  
Facilities Asset Management Branch  
9838 Old Placerville Road, Suite B Sacramento, CA 95827  
ATTN: Real Estate and Land-Use Management Section

TO: Central California Women's Facility (CCWF)  
23370 Road 22,  
Chowchilla, CA 93610  
ATTN: Range Master

TO: Madera Police Department  
330 S C St,  
Madera, CA 93638  
ATTN: Hector Garibay

23. Indemnification: Licensee acknowledges that entry onto the Premises under this License shall be at Licensee's own risk and expense. Licensee, its qualified employees, representatives, agents, officers, contractors, consultants' et al., who enter the Premises, acknowledge potential known and unknown dangers may exist and enter at their own risk, taking full responsibility to conduct themselves in the safest manner possible. The State does not warrant the safety of any persons accessing the Premises. Licensee agrees to indemnify, defend and hold harmless the State, its officers, employees, consultants, representatives, and contractors from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, equipment or supplies in connection with the performance of this License. In addition to any and all claims and losses accruing or resulting to any persons, including neighbors, firms or corporations who may be injured or damaged by Licensee or its qualified officers, employees, consultants, representatives and contractors in the course of its activities on the Premises under this License.

24. Partnership Disclaimer: Licensee, its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.

25. Entire License: This License contains the entire agreement of the Parties regarding the License upon the Premises and supersedes any prior License, agreement, or negotiations. The Parties acknowledge that there have been no representations by the State or understandings made between

the Licensor and Licensee regarding License other than those set forth in this License. Licensor makes no additional disclosures or promises other than those expressly made in this License. This License may not be modified except by a written instrument duly executed by the Parties hereto.

26. Section Headings: All section headings contained herein are for convenience of reference only, and are not intended to define or limit the scope of any provision of this license.
27. Counterparts: This license may be executed in one or more counterparts, each of which shall be deemed as original but all of which together shall constitute one and the same instrument.
28. Signatories: The signatories to this License herein represent they have the requisite legal authority to bind the Parties to the terms of this license.

**[Remainder of Page Left Intentionally Blank]**

IN WITNESS WHEREOF, the Parties have executed this License by their duly authorized representatives.

**DEPARTMENT OF CORRECTIONS AND REHABILITATION**

By: \_\_\_\_\_  
TAMER AHMED, PE, PMP  
Associate Director  
Facilities Asset Management Branch  
Facility Planning, Construction and Management  
Department of Corrections and Rehabilitation

\_\_\_\_\_  
Date Executed

**MADERA POLICE DEPARTMENT**

By: \_\_\_\_\_  
DINO LAWSON  
Chief of Police  
Madera Police Department

\_\_\_\_\_  
Date Executed

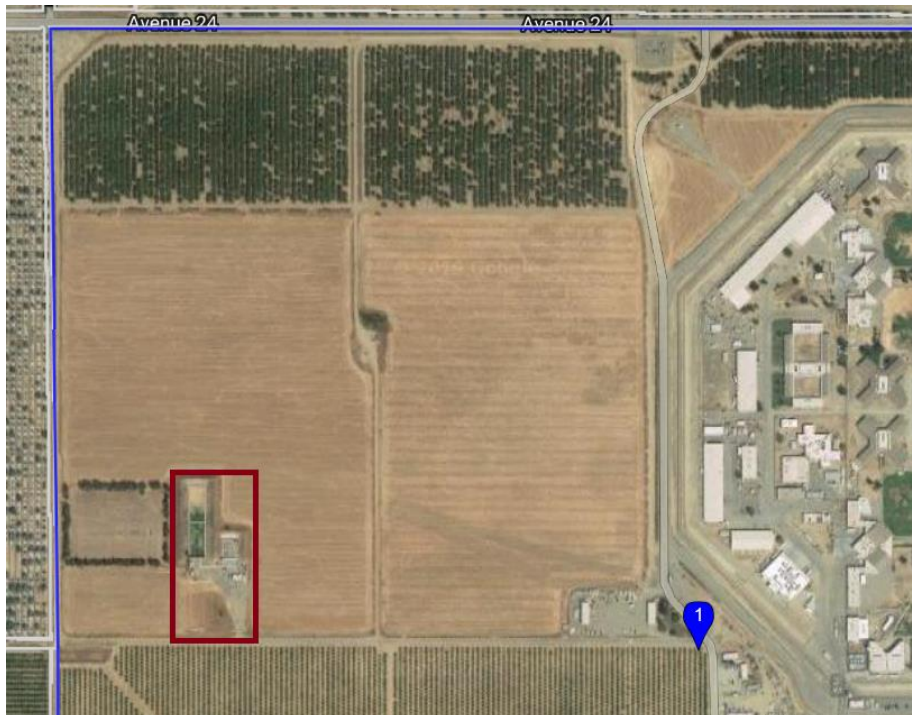
APPROVED:  
**STATE OF CALIFORNIA**  
**DIRECTOR OF DEPARTMENT OF GENERAL SERVICES**

By: \_\_\_\_\_  
TONY PSIHOPAIDAS, Manager  
State Owned Leasing & Development  
Department of General Services

\_\_\_\_\_  
Date Executed

**EXHIBIT A**  
**PREMISES**

Central California Women's Facility  
APN 030-260-001-000  
November 2020  
CCWF-MPD-01



Central California Women's Facility  
APN 030-260-001-000  
November 2020  
CCWF-MCPD-01



**EXHIBIT B**  
**TRAINING CURRICULUM**

Central California Women's Facility

APN 030-260-001-000

November 2020

CCWF-MPD-01

To be provided to the Range Sergeant or designee upon approval of schedule; prior to entry.



**EXHIBIT C**  
**SCHEDULING**

Central California Women's Facility

APN 030-260-001-000

November 2020

CCWF-MPD-01

CCWF In-Service Training (IST) Lieutenant is responsible for coordinating all firing range scheduling; the current IST Lieutenant or designee can be reached at (559) 665-5531 x5018. The CCWF range times are as follows:

- Daylight savings time: 0700 to 1200 and 1300 to 1700 hours.
- Summer time: 0600 to 1100 and 1200 to 1600 hours.
- Night qualification (conducted in January): 1700 to 2100 hours.
- Range is available for training outside of the hours with advanced notification made to the IST Lieutenant.

LICENSEE shall receive range dates and availability from Lieutenant or designee two weeks in advance of training dates.

**EXHIBIT D**  
**EQUIPMENT**

Central California Women's Facility

APN 030-260-001-000

November 2020

CCWF-MPD-01

To be provided to the Range Sergeant or designee upon approval of schedule; prior to entry.

**EXHIBIT E**  
**CENTRAL CALIFORNIA WOMENS FACILITY FIRING RANGE GENERAL**  
**RULES AND REGULATIONS**

## Range

1. Central California Women's Facility (hereby referred to as CCWF) agrees that the Licensee shall have use of all on-site facilities located on the range for training purposes.
  2. The Licensee agrees to appoint a person to act as a liaison to communicate with the CCWF Armory/Range Sergeant, and further agrees that upon any change in the Licensee liaison, CCWF will be notified immediately.
  3. The use of said range by the Licensee shall be limited to those members of the Licensee. Anyone under the age of 18 years must have his or her agencies waiver and medical insurance forms signed by a parent or legal guardian.
  4. CCWF and the Licensee agree that said shooting range shall be open and useable by members of the Licensee at such times that are mutually agreeable to all parties hereto, but that exclusive use of the facilities for any time or times is with the mutual agreement of all parties and based on availability.
  5. Both parties hereto agree that all empty cartridges resulting from the Licensee utilizing the CCWF Range will remain the property of Licensee and will be removed from the firing range after each use.
  6. The Licensee agrees that all members of the Licensee will be subject to the range safety rules established by California Department of Corrections and Rehabilitation.
  7. The Licensee agrees to avoid shooting the wooden target frames, as much as possible.
  8. The Licensee agrees **not** to change or alter the target frame system. There will be no target changes without permission from the CCWF Armory/Range Sergeant.
  9. All Licensee staff that enter CCWF grounds for the purpose of utilizing the range facility, must drive directly to the range and not stop anywhere on prison grounds.
  10. All participants must adhere to the clothing restrictions of CCWF. The wearing of blue denim pants, blue denim/chambray-type shirts and grey colored sweat clothing are prohibited. If tactical clothing such as camouflage is the uniform of the day while at the range facility, the CCWF Armory/Range Sergeant will be advised at the time of request.
  11. Prior to commencing any live fire training, range pennants must be raised. Once training is completed, Pennant flags will be lowered.
  12. All live fire will be restricted to 0600-1800 hours.
  13. Reserved night- shoots shall be conducted 1700-2100 hours.
  14. Upon completion of training Range-Master in charge will contact CCWF Range- Master to conduct a joint Range inspection. *The Licensee will remove all expended shell casings and place all used targets and trash into the dumpster provided. The range will be inspected for all shell casings, litter and a full inventory of weapons, equipment and live ammunition will be completed before leaving the range. If the Range Classroom is utilized, the trash from the classroom will also be emptied.*
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## **Safety**

1. All incidents or unusual occurrences must be reported to the CCWF Watch Commander and the CCWF Armory/Range Sergeant at (559)665-5531ext.7515. All medical CCWF emergencies can be reported by utilizing the telephone system in the classroom by dialing 4911, CCWF's Fire Department (**No inmates will respond to any medical emergency at the range**). Emergencies may also be called directly to the Licensee Dispatch, via the radio system utilized by the Licensee. All range related incidents/accidents must also be reported to the Armory/Range Sergeant. Per Departmental policy, Licensee will be required to complete a CDCR 837 Crime/Incident Report, Part C documenting the incident/accident.
2. No weapons or ammunition of any sort will be permitted on the range when inmates are present.
3. Weapons or ammunition shall never be left unattended.
4. The Range master/Firearms Instructor for the Licensee will ensure that all firearm safety procedures are followed at all times.
5. All Agencies must create an emergency medical plan annually; the plan must be reviewed and approved by CCWF Range-Master.
6. Chemical agents are not authorized unless prior approval has been received by the IST Manager via the CCWF Range-Master. No Hazardous materials shall be stored at the range, unless they meet the standards of CCWF OSHA/ACA STANDARDS and there is the MSDS on site, perpetual inventory utilized and stored in a flammable locker.

## **Accountability and Cleanliness**

1. All live rounds will be collected and accounted for.
2. All expended brass will be policed, collected and placed in containers.
3. All participants shall vigorously pursue the cleanliness of the range and surrounding areas. All shattered wood, used cardboard, paper targets will be placed in an available dumpsters.
4. All agencies are responsible for cleanliness and stocking toilet supplies of all restrooms utilized by their staff.

**EXHIBIT F****STATE PRISON & DETENTION FACILITY REGULATIONS FOR ON-SITE CONDUCT**

Lessees, Licensees, Promoters, Contractors and their employee(s), volunteer(s), invitee(s), and subcontractor(s), non-department employees and their agent(s), employee(s), volunteer(s) and invitee(s) who are not employed by the California Department of Corrections and Rehabilitation (CDCR), hereinafter collectively referred to as “NON CDCR PARTIES”, but are working, accessing, or parking within proximity to inmates and wards housed at CDCR’s properties, Institutions, facilities, or camps, also referred to as “premises,” are to be apprised of the laws, rules, and regulations governing behaviors and conduct while on or within CDCR properties, Institutions, facilities, and camps.

NON CDCR PARTIES agree that if the provisions of the agreement require NON CDCR PARTIES to enter State property under the jurisdiction of CDCR where inmates are housed or working either at a prison facility, camp, or surrounding property, the NON CDCR PARTIES shall be made aware of and shall abide by the following laws, rules, and regulations governing conduct at CDCR’s properties, Institutions, facilities, and camps.

- a. Persons who are not employed by CDCR, but working, accessing, or parking at CDCR properties, Institutions, facilities, and camps must observe and abide by all laws, rules and regulations governing their conduct and behavior. Failure to comply with these guidelines may lead to expulsion from STATE properties, Institutions, facilities, and camps.

SOURCE: California Penal Code (PC) sections 5054 and 5058; California Code of Regulations (CCR), Title 15, sections 3285 and 3415, and California Welfare and Institutions Code (WIC) section 1712.

- b. STATE does not recognize hostages for bargaining purposes. STATE has a “NO HOSTAGE” policy and all prison inmates, wards, visitors, NON CDCR PARTIES and employees shall be made aware of this.

SOURCE: PC sections 5054 and 5058; CCR, Title 15, section 3304 and 4603; WIC section 1712.

- c. All persons entering onto CDCR’s properties, Institutions, facilities, and camps consent to search of their person, property, or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle, may be cause for denial of access to the premises.

SOURCE: PC sections 2601, 5054, and 5058; CCR, Title 15, sections 3173, 3177, 3288, 4696, and 4697; WIC section 1712.

- d. Persons normally permitted to enter properties, Institutions, facilities, and camps may be barred, for cause, by the CDCR Secretary, Warden, and Parole Administrator.

SOURCE: PC sections 5054 and 5058; CCR, Title 15, section 3176(a) and 4696; WIC section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult properties, Institutions, facilities, and camps, or youth Institutions, facilities, or camps during evening hours, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to



leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC section 602, 4570.5 and 4571; CCR, Title 15, sections 3173 and 3289; WIC section 1001.7.

- f. Encouraging or assisting prison inmates to escape is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs, or drug paraphernalia onto CDCR properties, Institutions, facilities, and camps. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; CCR Title 15, sections 4681 and 4710; WIC sections 1001.5 and 1152.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift or gratuities from prison inmates or wards.

SOURCE: PC sections 2540, 2541 ad 4570; CCR, Title 15, sections 3010, 3399, 3401, 3424, 3425 and 4045' WIC section 1712.

- h. In an emergency situation, the visiting program and other program activities may be suspended.

SOURCE: PC section 2601; CCR Title, 15, sections 3383, 4002.5 and 4696.

- i. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he or she is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, sections 3261.5, 3315(a)(3)(X), 3177 and 4700(a)(1).

### Security Regulations

- a. NON CDCR PARTIES are required to complete a Request for Gate Clearance to enter the facility a minimum of ten (10) business days prior to commencement of service. All NON CDCR PARTIES must be cleared prior to providing services. The Request for Gate Clearance must include the person's full legal name, social security number, valid state driver's license number or state identification card number, and date of birth. Information shall be submitted to the Business Services Office contact or his or her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunication System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check. Gate clearance may be denied for the following reasons: individual's presence in the Institution presents a serious threat to security; individual has been charged with a serious crime committed on Institution property; inadequate information is available to establish positive identity of prospective individual; or individual has deliberately falsified his or her identity.

All persons (CDCR Employees and NON CDCR PARTIES) entering the facility must have a valid state driver's license or photo identification card on their person.

- b. Excepting situations where alternate access has been granted by written agreement with CDCR, and unless otherwise directed by the entrance gate officer or Business Services Manager, NON CDCR PARTIES shall enter and exit through the ingress and egress points identified in the "Site Plan Exhibits" of this agreement. In all instances NON CDCR PARTIES shall remove keys from the vehicle ignition when not seated in the vehicle. Unattended vehicles shall be locked and secured at all times while on Institution grounds.
- c. If any state-owned and non-state-owned equipment is used by NON CDCR PARTIES for the provision of contract services, the equipment shall be rendered temporarily inoperative when not in use, by locking or other means unless specified otherwise.
- d. In the event that the services required under this Agreement, License, Lease or Contract will be performed within a CDCR Institution, parole office, community-based program, NON CDCR PARTIES who are assigned to work with, near or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for Tuberculosis (TB) in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12-months of their initial or previous TB test under this Agreement, License or Lease), or more often as directed by CDCR. NON CDCR PARTIES who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented TB evaluation or test for TB infection via Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty-days of the start date of the services and certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.
- e. Those persons rendering services under a Lease, Right of Entry, License, Permit, Contract, or other state-controlled land-use and access arrangements, within a CDCR institution, parole office, community based program, or similar facility, who are assigned to work with, near, or around CDCR employees, contractors, inmates, or parolees are required to be examined, tested and medically evaluated when on State property for Novel Coronavirus (COVID) viruses, and other infectious diseases as directed by governmental, departmental, or medical policy direction. In addition, persons gaining access to, conducting activities on, or rendering services at the state-controlled property. May be directed to comply with medical guidelines set in place by the Center for Disease Control (CDC). The World Health Organization (WHO), or Executive Orders (EO) issued by the State's Governor. CDCR has established rules, policies, and procedures currently enforced or that may be enforced in the future. Persons rendering services will comply with any and all policy, rules, and regulations implemented by the CDCR while engaged in business activities on the State's property. Any violation of these rules, policies, and procedures may be cause for denial of access to the premises and potentially the immediate cancellation of the agreement.
- f. Neither the State nor any State employee will be liable to NON CDCR PARTIES or their staff for any injuries caused by exposure to any blood borne pathogens, aerosol transmissible diseases, or communicable diseases. NON CDCR PARTIES agree that they shall comply fully with all applicable Cal/OSHA regulations concerning protection of NON CDCR PARTIES employees from diseases; including Title 8, California Code of Regulations section 5193 (Blood Borne Pathogens), and Title 8, section 5199 (Aerosol Transmissible Diseases). NON CDCR PARTIES agree to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any of the NON CDCR PARTIES employees arising out of exposure to any

blood borne pathogen, aerosol transmissible disease, or communicable disease during the NON CDCR PARTIES performance of the agreement.

- g. In order to maintain Institution safety and security periodic fire prevention inspections and site searches may become necessary and NON CDCR PARTIES must allow access to any and all locked areas at the Premises, if any. The State shall in no way be responsible for NON CDCR PARTIES loss due to fire.
- h. NON CDCR PARTIES shall observe all security rules and regulations and comply with all instructions given by Institutional authorities.
- i. Electronic and communicative devices, including but not limited to the following, are not permitted on Institution grounds: pagers, mobile (cell) phones; wearable technology with stand-alone cellular phone or internet capability, photographic capability, and audio/video replay and transmission capabilities, and or cameras/micro cameras. If NON CDCR PARTIES are not entering prison property this section is for informational purposes only.
- j. NON CDCR PARTIES shall not cause undue interference with the operations of the Institution.
- k. Picketing/protesting is prohibited on State property.
- l. Due to security procedures, NON CDCR PARTIES may be delayed at any time at the Institution vehicle or pedestrian gates and sally ports. Any loss of time checking in and out of the Institution gates and sally ports shall be borne by NON CDCR PARTIES.
- m. When driving onto or off of prison grounds, NON CDCR PARTIES are required to stop at the front entrance gate for staff to conduct a visual inspection of the interior of the NON CDCR PARTIES' vehicle, vehicle's trunk, and may also use Narcotic Detection K-9s to assist in the inspection.

#### Intoxicants and Drugs

CDCR and NON CDCR PARTIES must not come upon the grounds of an Institution or community correctional facility or otherwise report for duty or conduct their job under the influence of intoxicants or drugs. Use of alcohol or drugs to the extent that it interferes with job performance is grounds for dismissal from service and or termination of a contract lease agreement.

CDCR and NON CDCR PARTIES must not bring any kind of alcoholic beverage or any kind of drugs upon the grounds of an Institution, community correctional center, or camp unless specifically authorized to do so by the warden, superintendent, or regional parole administrator.

Any CDCR or NON CDCR PARTIES obtaining for, or delivering to, an inmate or parolee any alcoholic preparations of any kind, or a drug of any type, except as specifically authorized by the warden, superintendent or regional parole administrator, will be subject to dismissal from service and or termination of a contract lease agreement and subject to prosecution by the district attorney.

All CDCR employees and NON CDCR PARTIES are subject to a search of their person, private property, and vehicles for contraband and illegal drugs before entering, or while inside, any department facility or department grounds via the use of contraband or metal detection equipment or electronic drug detectors including, but not limited to, ION scanners and other available contraband or metal detection device(s) technology, and passive alert canines may be used for this purpose.

#### Tobacco-Free Environment

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any Institution or facility under the jurisdiction of the CDCR is prohibited.

### Clothing Restrictions

While on Institution grounds, representatives of the CDCR and NON CDCR PARTIES shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the Institution. Specifically, the following clothing, which is similar to Inmate attire, may not be worn onto Institution grounds: blue denim pants; blue denim or chambray shirts; Orange, red, yellow, white, or chartreuse jumpsuits; or yellow rainwear. NON CDCR PARTIES should contact the Institution regarding clothing restrictions prior to requiring access to the Institution to assure all NON CDCR PARTIES are in compliance.

SOURCE: CCR, Title 15, sections 3174(b)(1) and 4696.

### Prison Rape Elimination Policy

This policy applies to all offenders and persons employed by the CDCR, including NON CDCR PARTIES assigned to an Institution, community correctional facility, conservation camp, or parole as described in Department Operations Manual (DOM), Chapter 5, Article 44.

CDCR maintains a zero tolerance for sexual violence, staff sexual misconduct and sexual harassment in its Institutions, community correctional facilities, conservation camps, and for all offenders under its jurisdiction. All sexual violence, staff sexual misconduct, and sexual harassment is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from offender on offender sexual violence, staff sexual misconduct (as defined in California Code of Regulation, title 15, section 3401.5), and sexual harassment. This will be accomplished by maintaining a program to address education, prevention, detection, response, investigation, and tracking of these behaviors and to address successful community re-entry of the offender.

All staff, including CDCR employees and NON CDCR PARTIES, shall receive instruction related to the prevention, detection, response, and investigation of offender sexual violence, staff sexual misconduct, and sexual harassment. This training will be conducted during new employee orientation, annual training, and will be included in the curriculum of the Correctional Training Academy. The training will be gender specific based on the offender population at the assigned Institution and will include how to communicate professionally with inmates, including inmates who identify themselves as Lesbian, Gay, Bi-Sexual, Transgender, Intersex, and Gender Non – Conforming in accordance with Inmate/Staff Relations Training, on file with the Peace Officer Selection and Employee Development (POSED). Participation in the training will be documented on a CDCR 844, Training Participation Sign-in Sheet.

Prohibited discriminatory, harassing, or retaliatory behavior which may be found to constitute a violation of CDCR's PREA policy includes, but is not limited to: 1) bullying or abusive conduct, including repeated infliction of verbal abuse and use of derogatory remarks, insults, and epithets; and 2) repeatedly calling a transgender inmate by the wrong pronouns or name, after the transgender inmate has provided notice of his or her gender identity to staff.

NON CDCR PARTIES contracted with CDCR shall not assign an employee to a CDCR facility or assign an employee to duties in which that employee will have contact with CDCR inmates if that employee has:

1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other Institution (as defined in 42 U.S.C.1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

NON CDCR PARTIES shall conduct a criminal background records check for each contracted employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this Lease, License, Agreement, or Contract, the NON CDCR PARTIES agree to ensure that all of the mandates of this Prison Rape Elimination Policy Section are complied with. Material omissions by the contract employee regarding such misconduct or the provision of materially false information shall be grounds for removal from Institution grounds.

NON CDCR PARTIES who appear to have engaged in staff sexual misconduct shall be prohibited from contact with inmates and shall be reported to relevant licensing bodies by the hiring authority or designee. Offender's allegation of sexual misconduct is subject to administrative and criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal.

Retaliatory measures against employees or offenders who report incidents of sexual violence, staff sexual misconduct, or sexual harassment as well as retaliatory measures against those who cooperate with investigations will not be tolerated and will result in disciplinary action or criminal prosecution. Retaliatory measures include, but are not limited to, coercion, threats of punishment, or any other

activities intended to discourage or prevent staff or offenders from reporting the incident(s) or cooperating with investigation of an incident(s).

SOURCE: CCR, Title 15, sections 3316, 3335, 3337, 3377.1(c), 3401.5; DOM sections 54040.1, 54040.4, 54040.4.1, 54040.12.4, and 54040.15.

STATE OF CALIFORNIA  
DEPARTMENT OF CORRECTIONS AND REHABILITATION



## **SPECTATOR WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND INDEMNITY AGREEMENT**

In consideration of being allowed to participate, this Spectator Waiver and Release of Liability, Assumption of Risk, and Indemnity Agreement ("Spectator Waiver Agreement") is required for voluntary participation of spectator activities on State of California Prison Property under the jurisdiction of the California, Department of Corrections and Rehabilitation ("CDCR").

As used in this Spectator Waiver Agreement, any references to the "State" and/or the "CDCR" refers to the State of California, the California Department of Corrections and Rehabilitation and all related entities that may control or are controlled by CDCR or together its personnel, employees, agents, invitees, contractors, and subcontractors.

I, \_\_\_\_\_ [Insert Name] represent that I am at least eighteen years of age and enter into this Spectator Waiver Agreement for permission to access and view training at the premises located on the State's property generally known as \_\_\_\_\_ [insert Institution Name and Address] (hereinafter "Premises") for the purposes of observing training methods used by the CDCR. I understand the Premises is a non-commissioned state detention facility with hazardous conditions both known and unknown. I further understand that these conditions may be unsafe and may pose an element of risk, including serious injury or death, associated with my access and presence.

I knowingly and freely hereby assume the inherent and extraordinary risks involved in the observation of training activities and any risks inherent in any other activities connected with the training, even if arising from the negligence of CDCR or others, and assume full responsibility for my participation and observation. I fully understand that there is a risk of injury or death from this training due to my presence at or near the training and training location. If, however, I observe any unusual and/or significant hazard during my presence I will remove myself from the area that I perceive as a hazard and shall bring such hazard to the attention of the nearest official.

I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, hereby release and hold harmless CDCR as well as its officers, directors, representatives, agents and/or employees, contractors, subcontractors or volunteers WITH RESPECT TO ANY AND ALL INJURY, COSTS, LIABILITY, DISABILITY, DEATH and/or loss or damage to person or property incurred by me in connection with my participation as a training spectator whether arising from the negligence of the CDCR or otherwise, to the fullest extent permitted by law. I further agree to indemnify, defend and hold harmless CDCR from any loss, liability, cost, claim or damages arising from my association with and presence at the training activities, including reasonable attorney fees.

My participation is entirely voluntary.

I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify CDCR from any and all liability or claims arising out of such treatment.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT, INCLUDING THE RIGHT TO DEMAND ANY COMPENSATION FOR INJURY OR DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION AND PRESENCE. I am signing this Agreement and agreeing to its terms feely and without any inducement of any nature. I agree that if any portion of this Agreement is held to be invalid, all other terms shall continue in full force and effect.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT H**  
**CERTIFICATE OF SELF-INSURANCE COVERAGE**