

**RANGE USE AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER
AND**

(Agency/Unit)

I. BACKGROUND

The mission of the United States Department of Energy (DOE) National Training Center (NTC) is to ensure the safe, efficient, and effective training of Safeguards and Security (S&S) personnel throughout DOE who are, or may become, involved in the protection of vital national resources. The NTC provides program management of S&S training at all DOE facilities pursuant to DOE Order 470.4A, Safeguards and Security Program (or current version). A large percentage of the DOE's training program comprises firearms and tactics. This type of training is conducted at the NTC's Live Fire Range (LFR) and Integrated Safety and Security Training and Evaluation Complex (ISSTEC). Other tactical training facilities are available on the NTC Main Campus.

II. PURPOSE

The DOE, NTC, and _____

(Agency/Unit)

enter into this Range Use Agreement (RUA) to set forth an agreement by all parties pertaining to the safe use and scheduling of the NTC LFR, ISSTEC, and Main Campus.

III. AUTHORITY

The authority for entering into this RUA is the Intergovernmental Personnel Act of 1970.

IV. POLICY

This agreement sets forth general policy for the safe use and scheduling of the NTC LFR, ISSTEC, and Main Campus.

V. RULES AND PROCEDURES

A. The NTC agrees to the following rules and procedures:

1. LFR

- a. The NTC will authorize use of the LFR and specified facilities on a scheduled, space-available basis.
- b. The Range Master will provide copies of the LFR standard operating procedures and other requirements or changes made thereto.
- c. The NTC will extend the use of the NTC paramedic service when on duty for regular NTC training operations.
- d. The Range Master will be the point-of-contact for the initial safety briefing and all scheduling.

- e. The NTC will provide (separate from range scheduling) classroom facilities on a scheduled, space-available basis.
- f. The NTC will provide initial and annual safety briefings for user agency instructor personnel.

2. ISSTEC

- a. The NTC will authorize use of the ISSTEC on a scheduled, space-available basis.
- b. The ISSTEC Manager will provide a copy of NTC standard operating procedure 643, ISSTEC Operations, and other requirements or changes made thereto.
- c. The NTC will extend the use of the NTC paramedic service when on duty for regular NTC training operations.
- d. The ISSTEC Manager will be the point-of-contact for the initial safety briefing and scheduling.
- e. The NTC will provide classroom facilities on a scheduled, space-available basis.
- f. The NTC will provide initial and annual safety briefings for user agency instructor personnel.

3. Main Campus

- a. The NTC will authorize use of the Main Campus and specified facilities on a scheduled, space-available basis.
- b. The Range Master will provide copies of the LFR standard operating procedures and other requirements or changes made thereto.
- c. The NTC will extend the use of the NTC paramedic service when on duty for regular NTC training operations.
- d. The Range Master will be the point-of-contact for the initial safety briefing and all scheduling.
- e. The NTC will provide (separate from range scheduling) classroom facilities on a scheduled, space-available basis.
- f. The NTC will provide initial and annual safety briefings for user agency instructor personnel.

B. The _____
(Agency/Unit)

agrees to the following rules and procedures:

1. LFR

- a. All users must sign in at the LFR Administration Building as outlined in this policy. During normal business hours, all users must proceed to Building 100 to sign in on the Range Sign-In/Out Sheet. Users must sign out on the Range Sign-In/Out Sheet after training is completed if the training is completed during normal business hours (SOP 644, 7.76.3). Before and after training, all users must sign the Range Use Log providing all required information (SOP 644, 8.3).

- b. The user agency accepts the use of the firing range in its existing condition. If using the Live Fire Shoot House (LFSH), users will conduct a pre and post inspection of the facility as outlined in PFT-SOP-645, Live Fire Shoot House, Appendix C. Neither the DOE/NTC nor any of its contractors has made any warranty, express or implied, (a) with respect to the condition of the firing range, (b) that the user agency's use of the firing range will not result in injury or damage, (c) that the user agency's use of the LFR will accomplish the intended objectives, or (d) that the LFR is safe for any purpose including the intended purpose.
- c. If the user agency either fails or refuses to abide by any of said rules, procedures, or regulations, the NTC Director may revoke permission to continue to use the firing range.
- d. The user agency will provide documentation to the LFR Range Master that firearms instructors and medical personnel have attended NTC safety training and have read and verified (by signature) that they understand and will abide by the NTC LFR SOPs. (The LFR and LFSH related SOPs are available on the NTC website.) In addition, the user agency is expected to provide the Range Master with a risk analysis report that describes the training activities to be conducted at the LFR.
- e. The user agency will provide a point of contact for safety and scheduling coordination, and a list of user agency certified firearms instructors and medical emergency response personnel. This list will be Attachment 1 to this RUA. In the event of any changes to user agency personnel, the list shall be revised accordingly.
- f. The user agency will provide ammunition, targets, and associated training equipment required for user agency activities at the LFR.
- g. The user agency will provide and use appropriate personal protective equipment and will comply with all NTC LFR safety policies. An individual's failure to comply with safety policies may be cause for removal from LFR training.
- h. The user agency will request range/facility use via the NTC website as far in advance as possible to ensure availability. This request should include a brief description of the type of operations or training that will be conducted, and the name, address and telephone number of the individual(s) responsible for providing operational firearms safety oversight.
- i. For periods during which NTC paramedics are not on duty, the user agency will provide medical emergency response personnel that are trained and qualified in cardiopulmonary resuscitation (CPR) and first aid. First-aid training should include the handling of gunshot wounds.
- j. The user agency will instruct all personnel using the LFR facilities that the NTC weapons-cleaning facility is not available for use and that all weapons must be cleaned at a location other than the LFR.
- k. In the unlikely event of a safety or procedure violation, the NTC will conduct a review before allowing further use of the LFR facility. The user agency and its members agree to cooperate with and, if necessary, assist in this review process, and to provide a detailed incident report and corrective actions taken to minimize the likelihood of similar incidents.

- l. The user agency will designate an individual who will be present during each range use and will be accountable for (a) preventing any improper disposal of live ammunition in LFR trash containers, and (b) ensuring that the range is clean (including brass clean-up).
- m. The user agency will designate an individual to ensure that weapons are safe, cleared, and inspected upon completion of training.
- n. The user agency will provide the LFR Range Master with the type and manufacturer of all ammunition expended during each LFR training activity.
- o. When training must be canceled, the user agency is responsible for canceling the ranges/facilities via the NTC website at the earliest possible date.
- p. The user agency will replace or repair any LFR property lost or damaged through negligent use or misconduct.

2. ISSTEC

- a. The ISSTEC is designed to simulate an operational facility for the purposes of training, demonstrations, rehearsals, exercises, testing, and evaluation. Training activities involving force-on-force and/or deadly force scenarios are conducted only and exclusively through the use of approved engagement simulation systems (ESS). ESS currently permitted at the ISSTEC includes blank-fire, dye-marking cartridges (DMC), multiple integrated laser engagement systems (MILES), Hybrid MILES/DMC, inert weapons, and airsoft.

At no time are live weapons or ammunition permitted on the ISSTEC premises!

- b. Activities at the ISSTEC are conducted in accordance with standard operating procedure (SOP) PFT-SOP-643, *ISSTEC Operations*. ESS activities are conducted in accordance with PFT-SOP-646, *Engagement Simulation Systems*. These SOPs are available via the NTC website, on the premises of the ISSTEC, and upon request. All users and visitors must comply with the requirements therein as well as with all applicable safety policies. Failure to do so may result in denial or revocation of access or use privileges.
- c. The user agency will provide documentation to the ISSTEC Manager that training personnel (e.g., instructors, exercise controllers, medical staff) have attended NTC safety training and have read and verified (by signature) that they understand and will abide by the procedures and responsibilities specifically contained in *PFT-SOP-643, ISSTEC Operations*. In addition, the user agency is expected to provide the ISSTEC Manager with a risk analysis report that describes the training activities to be conducted at the ISSTEC.
- d. The user agency accepts the ISSTEC in its existing state (i.e., “as is”). While pre- and post-activity inspections of the facility may be conducted, neither the DOE/NTC nor any of its contractors makes any guarantee, expressed or implied, with respect to the condition or safety of ISSTEC facilities and equipment, or that use of the ISSTEC will not result in injury or damage to the user or accomplish intended objectives of the user.
- e. Prior to operations, the user agency will provide a comprehensive Training/Exercise Plan to the ISSTEC Manager that is specific to the activity(ies) to be conducted that provide a description of the type of contemplated force-on-force exercise or training to be conducted, to include purpose, scope, goal(s), and objective(s), as well as the specific type(s) of ESS weaponry and ammunition to be expended.

- f. For periods when NTC paramedics are not on duty, the user agency will arrange for the presence of adequate medical personnel trained and qualified for the type of training/exercise(s) to be conducted.
 - g. The user agency will provide a list of individuals identified as Safety Personnel and Scheduling/Coordination Points of Contact, as well as specifically assigned Instructors, Exercise Controllers, and Emergency Response Medical Personnel (Attachment 1 to this RUA). In the event of any changes, it is the responsibility of the user to revise and resubmit the list promptly and prior to commencement of any activities.
 - h. The user agency will provide all their own training equipment and supplies (e.g., weaponry, ammunition, targets, etc.) to include the necessary personal protective equipment (PPE). All weapons, ammunition, and associated equipment will be inspected and approved by an NTC armorer prior to use.
 - i. Requests to use the ISSTEC will be made through the NTC website (www.ntc.doe.gov) via the online range/facility scheduling application as far in advance as possible to ensure availability. Information required includes a description of the type of training/exercises to be conducted as well as contact information for the individual(s) responsible for providing onsite operational safety oversight.
 - j. An authorized representative of the user agency must, upon entering and exiting the ISSTEC each day, sign in/out using the ISSTEC Use Log located in the Entry Portal Building (98251) at the ISSTEC main entrance.
 - k. The user agency will provide notification of training schedule changes, cancellations, or modifications of any kind as soon as possible and prior to commencement of training activities.
 - l. The user agency will designate one or more individuals present during operations at the ISSTEC to: (1) be accountable for the proper disposal of expended and unused ammunition/equipment; (2) make sure that areas used are cleaned (e.g., trash and brass clean-up) and left in good order, and (3) ensure that all weapons are accounted for, inspected, cleared, and made safe for removal, storage, or transport upon conclusion of activities.
 - m. A weapons-cleaning facility is not available. All weapons must be cleaned at a location other than the ISSTEC.
 - n. In the event of a safety or procedural violation, the user agency must notify the ISSTEC Manager who, in turn, will contact the NTC ES&H Department. The NTC will conduct a review before allowing further use of the ISSTEC. The user agency and its members agree to cooperate with and, if necessary, assist in the review process which may include, but is not limited to, providing a detailed incident report and corrective actions taken to minimize the likelihood of similar incidents.
 - o. The user agency will replace or repair any ISSTEC property lost or damaged through negligent use or misconduct.
3. Main Campus
- a. Initially, all proposed activities to be conducted on the Main Campus must be coordinated through the Range Master (see Section V.A.1.d above).

- b. The Range Master will coordinate activities beyond the normal scope of training (for example, use of the Student Services Center) with appropriate personnel, as necessary. Such activities may require additional approvals, up to and including approval by the DOE/NTC Director.

VI. RISKS AND HAZARDS

- 1. The _____
(Agency/Unit)

is aware of the risks and hazards inherent in entering upon and using DOE/NTC facilities, and hereby elects voluntarily to enter upon said premises with full knowledge of those risks and hazards. Under the Federal Tort Claims Act (FTCA), 28 U.S.C. 1346 et seq., the U.S. government is liable for the loss or destruction of property or personal injury or death caused by the negligent or wrongful acts or omissions of any employee of the government while acting within the scope of his or her office or employment.

- 2a. Federal Agency: The _____
(State, County, or City)

acting through the _____
(Agency/Unit)

accepts liability for all damages arising from its use of the facilities, to the maximum extent allowed by federal law, including the FTCA and the Anti-Deficiency Act, 31 U.S.C. 1341 et seq.

- 2b. State Agency: The _____
(State, County, or City)

acting through the _____
(Agency/Unit)

accepts liability for all damages arising from its use of the facilities, to the maximum extent allowed by New Mexico Tort Claims Act, N.M. Stat. Ann. 41-4 et seq., as amended.

- 3. The _____
(Agency/Unit)

will cooperate fully with DOE/NTC in the processing of any claims arising out of the use of DOE/NTC facilities, including claims under the FTCA pursuant to 28 CFR 14.2.

VII. PUBLIC INFORMATION COORDINATION

Subject to the Freedom of Information Act (5 U.S.C. 552), decisions on disclosure of information to the public regarding training or exercises conducted at the NTC LFR, ISSTEC, or Main Campus will be made following consultation between the Parties hereto.

VIII. AMENDMENT AND TERMINATION

This RUA may be modified or amended by mutual written agreement between the Parties and may be terminated by either party upon 30 days' written notice.

IX. EFFECTIVE DATE

The RUA becomes effective when:

- a. Both the user agency and the NTC Director have signed the RUA.
- b. The user agency's designated instructor(s) and certified firearms instructor(s) complete the safety briefing for use of the LFR, ISSTEC, and/or Main Campus.

The RUA is effective through **December 31, 2014**, unless terminated pursuant to Article VIII of this document.

In witness whereof, the parties have executed this RUA effective on the respective dates indicated below.

(Agency/Unit)

U.S. Department of Energy
National Training Center

By: _____

Authorized Signature

Name

Title

Address

City, State, Zip

Phone No.

E-Mail Address

By: _____

Authorized Signature

Karen L. Boardman
Director
National Training Center
P.O. Box 18401, KAFB
Albuquerque, NM 87185
(505) 845-6403

Date: _____

Date: _____

**RANGE USE AGREEMENT BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY NATIONAL TRAINING CENTER
AND**

(Agency/Unit)

POINT(S) OF CONTACT FOR SAFETY AND SCHEDULING COORDINATION

POINT OF CONTACT 1

Name: _____

Title: _____

Phone: _____

Address: _____

E-Mail Address: _____

POINT OF CONTACT 2

Name: _____

Title: _____

Phone: _____

Address: _____

E-Mail Address: _____

POINT OF CONTACT 3

Name: _____

Title: _____

Phone: _____

Address: _____

E-Mail Address: _____

FIREARMS INSTRUCTOR(S)

Certification must be provided for each individual listed.

Name: _____
Title: _____

LIVE FIRE SHOOT HOUSE INSTRUCTOR(S)

Certification and current qualification scores must be provided for each individual listed
(see SOP 645)

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

ESS INSTRUCTOR(S)

Certification must be provided for each individual listed.

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

Name: _____
Title: _____

EMERGENCY RESPONSE MEDICAL PERSONNEL

Certification must be provided for each individual listed.

Name: _____
Title: _____

Name: _____
Title: _____