

EXHIBIT "A"

SCOPE OF SERVICES & PAYMENT PROVISIONS

I. GENERAL

- A. MCPOA is authorized to operate and maintain the Law Enforcement Firearm Range, buildings and grounds on such portion of said Laguna Seca Recreation Area (LSRA) as may be designated by the County's Administrative Office.
- B. The primary purpose and use of the range shall be to provide a training facility for law enforcement agencies and personnel. All law enforcement agencies engaging in training activities shall provide an on-site Rangemaster or Range Safety Officer during scheduled use. During periods of non-departmental training, current MCPOA members who are in good standing may practice at the range. No guests or non-MCPOA members may use said range.
- C. Except as otherwise specified in this agreement, the County by and through the Assistant County Administrative Officer, or designee, retains sole control of the entire Laguna Seca Recreation Area and reserves the rights to
 - 1) control all dates and times of firing;
 - 2) approve or reject the MCPOA's range maintenance activities;
 - 3) approve or reject any improvements to the range which the MCPOA proposes to make.Subject to such approval, the MCPOA shall be responsible for the proper maintenance of the range, and for its control in all particulars to assure the safety of all persons.
- D. This permit is subject to the terms and conditions of the deed to the County from the United States of America by which the County acquired title to the Laguna Seca Recreation Area, and is also subject to, and both parties agree to abide by, the regulations and requirements of the United States Department of the Interior (43 C.F.R., Part 17), issued pursuant to Title VI of the Civil Rights Act of 1964.
- E. This permit is not assignable, in whole or in part, without the written consent of the County's Board of Supervisors.
- F. Hours of Operation:
 - 1) 8:00 am-8:00 pm, 7 days per week. Night qualification is a public safety requirement for law enforcement agencies and is also required for Peace Officer Standards & Training (POST) certification. Night shoots shall only be allowed for official public safety business.

- 2) The annual LSRA event closure dates shall be provided by County to MCPOA no later than November 15th or each year for the following calendar year.

II. MCPOA'S RESPONSIBILITIES

- A. MCPOA shall provide a proposed annual calendar of MCPOA's schedule of training and other activities, including hours of operation, provisions for weekend firing and all other proposed uses. The annual calendar shall be provided no later than December 1st of each year for the following calendar year. A final monthly calendar is due a minimum of one week prior to the beginning of each month.
- B. MCPOA shall designate a representative as a liaison with designated County representative. All MCPOA activities and proposed activities shall be channeled through MCPOA representative to County.
- C. MCPOA shall comply with all County ordinances, including those regulating the use of LSRA, and regulations or directions of the County representative with respect to the operation of said range.
- D. MCPOA shall secure approval from County for all proposed improvements to said range.
- E. MCPOA shall provide an on-site Range Safety Officer (RSO) during all hours of operation if more than two (2) people are using the range, with the exception of scheduled departmental use. The RSO will monitor the safety and regulation compliance of all users. Should County staff observe more than 2 people present without the RSO present, they may request identification and require cessation of use.
- F. MCPOA shall maintain the cleanliness of said range at all times.
- G. MCPOA shall ensure all members have signed County approved waivers and release of liability forms on an annual basis. Forms shall be available for County inspection as requested.
- H. MCPOA shall enter into agreements with all law enforcement agencies utilizing said range. All such agreements shall include indemnification and insurance language as required by County.
- I. MCPOA shall engage in recycling activities as required by California state law.
- J. MCPOA shall schedule use of said range according to Scheduling Requirements as outlined in paragraph IV below.

- K. MCPOA shall abide by all regulations and rules for use of the B-Road and range gates.
- L. MCPOA will in good faith work with the County to reduce any potential liability related to the use of lead bullets. It is anticipated that the parties will develop a use fee to be included in the cost of using the range. MCPOA will comply with all efforts in developing a lead abatement plan including inspections of the facility.
- M. Upon any revocation/termination without conditions, or if conditions were specified and not complied with, the association shall be given thirty (30) days notice to cease all operations at the range and remove its property from the range, unless the County consents to the abandonment in place of all or part of it.
- N. MCPOA shall not share gate combinations or keys with members. Gates shall be opened at 8:00 am and closed at 8:00 pm each day by County or it's authorized agent.
- O. MCPOA shall allow only firearms gauges and targets that are appropriate for the MCPOA range. Members found shooting gauges or targets not allowed will be asked to depart the range and the incident will be reported to MCPOA.
- P. MCPOA shall not allow commercial activities at the range per County Code 14.12.130.A.12.

III. COUNTY'S RESPONSIBILITIES

- A. County shall designate a representative as liaison with MCPOA.
- B. County shall approve the proposed annual calendar of MCPOA's schedule of training and other activities, including hours of operation, provisions for weekend firing and all other proposed uses. The annual calendar shall be approved no later than December 31st of each year for the following calendar year.
- C. The annual LSRA event closure dates shall be provided by County to MCPOA no later than November 15th or each year for the following calendar year.

IV. SCHEDULING REQUIREMENTS

- A. LSRA event schedule has priority over all range use.
- B. Priority access as follows:
 - 1) Monterey County Sheriff's Office (MCSO) – first priority, sixty (60) days per year (five [5] days per month) for qualifications and advanced officer training.

MCSO will also be allowed use of open/unreserved dates for training opportunities beyond normal qualifications training as coordinated between MCPOA and MCSO.

- 2) Monterey County Probation Department (Probation) – one day per month for training and five (5) qualifying events in the months of March, June, September, November and December. *March, June and September are day shoots and November and December are nighttime shoots.*
 - 3) Monterey County District Attorney (DA) – one (1) day per month (noon to 5:00 pm) and two (2) additional full days per year (8:00 am-5:00 pm) for specialized training.
 - 4) County department access shall be charged to the department at cost for all facilities.
- C. Secondary priority access shall be for active local, state and federal public safety staff.
- D. MCSO, Probation and/or District Attorney will be given a two (2) week notice to request calendaring/scheduling Shooting dates. However, Secondary parties will not be bumped from scheduled/confirmed dates upon scheduling.

V. PAYMENT PROVISIONS

- A. MCPOA shall provide and pay for the necessary electric power, water usage and telephone service for the operation of the Law Enforcement Firearm Range. MCPOA may request separate meters be installed at their expense.
- B. MCPOA shall spend adequate monies for the maintenance and improvement of the Law Enforcement Firearm Range.
- C. MCPOA shall provide an accounting annually, no later than January 31st, of all revenue and expenditures incurred in connection with the operation, maintenance, improvement and promotion of the range.

EXHIBIT B

ADDITIONAL INSURANCE REQUIREMENTS

Required Coverage. Without in any way limiting Contractor's liability pursuant to the "indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- a) **Commercial General Liability** Insurance with limits not less than \$2,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed;
- b) **Commercial Auto Liability** Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-owned, and Hired auto coverage, as applicable;
- c) **Worker's Compensation**, in Statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness;
- d) **Professional Liability** Insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the services;

By year three (3) of this agreement, limits shall be increased to \$5,000,000 in the aggregate and \$2,000,000 per occurrence.

Additional Insured

Commercial General Liability, Liquor Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- a) County of Monterey, its Agents, officers, and Employees as Additional Insured with respect to liability arising out of ongoing and completed operations.
- b) Such policies will be primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separate to each insured against whom claim is made or suit is brought.

- c) If a contractor carries or maintains an Umbrella/Excess Liability policy to provide additional coverage or if the contract requires higher limits than what the contractor carries in the primary policies, County shall be added as Additional insured on such policies.
 - i. The policy shall provide “drop-down” coverage where underlying primary insurance coverage limits are insufficient or exhausted.

Certificate of Insurance

- a) Contractor shall provide to County a certificate of insurance evidencing the required coverages no later than thirty (30) days prior to the event. Upon County’s request, Contractor shall provide full copies of all applicable insurance policies.
- b) The Certificate of insurance and policy should list any deductibles Contractor might be responsible to pay or reimburse.
- c) General liability and Umbrella Policies need to be placed with at least A- rated carrier by A.M. Best.