

LICENSE
MIRAMAR FIREARMS TRAINING CENTER

This license agreement (“License”) is entered into between the County of San Diego, a political subdivision of the State of California (“County”), and National City Police Department (“Licensee”).

RECITALS

- A. County operates and maintains a training facility (defined in Section 1) located at Miramar Marine Corps Air Base, Camp Elliot, East Miramar Road in San Diego.
- B. Licensee is a public entity that desires permission for the use of the training facility.
- C. The Director, Department of General Services (“Director”), finds that grant of a license to Licensee for use of the training facility is in the public interest of promoting public safety and use of the training facility by Licensee will not substantially conflict or interfere with the use of the training facility by the County as the Licensee’s use is non-exclusive.
- D. County agrees to the use of the training facility and grants permission for use of the training facility by Licensee upon the following terms and conditions.

LICENSE

1. Facility. The property subject to this License is located at Miramar Marine Corps Air Base, Camp Elliot, East Miramar Road in San Diego, and includes land for shooting ranges (“Range”) and structures (“Training Rooms”) that comprise the “Miramar Firearms Training Center” (“Facility”). The Facility is further described in EXHIBIT “A” FACILITY MAP of this License

2. Use. Licensee is hereby given a non-exclusive license to use the Facility for meeting and training purposes only upon the terms and conditions contained in this License.

3. Term. The term (“Term”) of this License shall commence upon execution of this License by the Director (“Commencement Date”), and shall expire five (5) years from the Commencement Date unless earlier terminated by either party upon ten (10) days written notice to the other party.

4. Facility Reservations. Licensee shall request in writing specific days and specific times for the use of the Facility at least ten (10) days prior to the date of requested use. Written requests shall be emailed to the Miramar Firearms Training Center at rangerequest.mtf@sdsheriff.org or made by telephone at 858-565-3077. County will provide a written confirmation of a reservation, provided the Facility is available for use at the day and

time requested. If the day and time requested is not available, notification will be provided to the Licensee within three (3) business days via email or telephone. Licensee agrees and understands that the Facility may be reserved only if the Facility is not in use by the County or other parties under a license with County and that reasonable accommodation of all parties using the Facility is the desired objective. Reservations for Structured Training Events (defined in EXHIBIT “C”) will require additional information as described in EXHIBIT “C” RULES AND REGULATIONS of this License.

5. Fees. Licensee shall pay fees for use of the Facility as described in EXHIBIT “B” FEE SCHEDULE of this License. County reserves the right to revise the fee schedule from time to time during the Term. County shall provide ninety (90) days written notice to Licensee of any change to the fee schedule.

6. County Use of Facility. County reserves the right to use the Facility at all times and to close the Facility during times of emergency or when needed for County activities.

7. Access. Licensee and Licensee’s employees, guests and invitees shall not impede the flow of vehicular traffic on, or restrict public access to or from, the Facility. Licensee shall not interfere with County operations at the Facility. When on the Facility, Licensee and Licensee’s employees, guests and invitees shall drive only on established roadways and driveways.

8. License. This License is not a lease, does not create or convey an easement and does not convey any interest or estate in real property to Licensee. County may enter the Facility covered by this License at any time during the Term.

9. Maintenance, Cleanup and Repair. Licensee shall conduct its operations in an orderly manner and shall leave the Facility in as clean and good a condition as when Licensee entered the Facility pursuant to this License. If Licensee damages any County property or facilities or incurs excessive cleanup of the Facility, Licensee shall promptly inform the Range office and shall promptly reimburse County for the full costs that County incurs to clean the Facility, repair the damage, or replace the damaged property.

10. Storage. Licensee shall not store or leave any personal property or equipment on or in the Facility without obtaining the prior written consent of the Range office.

11. License on Site. Licensee shall have a copy of this License available at all times when Licensee is using the Facility. Licensee shall show a copy of this License to County staff upon request.

12. Compliance with Laws. Licensee shall comply with all federal, state and local laws, statutes, ordinances, rules or regulations, including all provisions of the Occupational Safety and Health Act of 1979 (“Act”) and all amendments to the Act, that apply to Licensee’s use of the Facility.

13. Rules and Regulations. Licensee shall comply with the rules and regulations for

the Facility attached as EXHIBIT “C” RULES AND REGULATIONS of this License.

14. Safety. Lessee shall comply with all applicable federal, state and local safety regulations including the regulations attached as EXHIBIT “C” RULES AND REGULATIONS, EXHIBIT “D” RANGE SAFETY OFFICER QUALIFICATIONS and EXHIBIT “E” RANGE SAFETY POLICY of this License.

15. Compliance with Stormwater Laws. Licensee’s use of the Facility is subject to all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders (“Stormwater Laws”) regarding the discharge of pollutants into the stormwater conveyance system. As applicable to the Licensee’s use of the Facilities, Licensee’s compliance with Stormwater Laws may include requirements for Licensee to develop, install, implement and maintain pollution prevention measures, source control measures and Best Management Practices (“BMPs”). BMPs can include operational practices, water or pollutant management practices, physical site features, or devices to remove pollutants from stormwater, to affect the flow of stormwater or to infiltrate stormwater to the ground. BMPs applicable to Licensee’s use of the Facility may include a requirement that all materials, wastes or equipment with the potential to pollute urban runoff be stored in a manner that either prevents contact with rainfall and stormwater, or contains contaminated runoff for treatment and disposal. Licensee is required to and shall use, operate, maintain, develop, redevelop and retrofit the Facility, as necessary, in accordance with Stormwater Laws restricting the discharge of non-stormwater at or from the Facility and Stormwater Laws requiring pollution prevention measures, source control measures, or the installation or use of BMPs. Licensee shall develop, install, implement and/or maintain at Licensee’s sole cost and expense, any BMPs or similar pollution control devices required by Stormwater Laws and any implementing regulations or guidance. Licensee understands and acknowledges that the Stormwater Laws applicable to Licensee’s use of the Facility may be changed from time to time by federal, state and/or local authorities, and that additional requirements may become applicable based on changes in Licensee’s activities or development or redevelopment by Licensee or County. Licensee shall conduct stormwater training and perform regular stormwater self-inspections, and maintain records of all stormwater training and self-inspections and provide all necessary documentation to County upon request. Licensee shall develop, install, implement, and maintain any additional BMPs and/or other pollution control practices at the Facility at Licensee’s sole cost and expense. To the extent there is a conflict between any federal, state or local law, Licensee shall comply with the more restrictive provision. If County receives any fine or fines from any regulatory agency as a result of Licensee’s failure to comply with Stormwater Laws, Licensee shall reimburse County for the entire amount of the fine(s).

16. Hazardous Substances. Licensee shall be solely responsible for fully complying with all present or future federal, state and local laws, statutes, regulations, ordinances, policies, guidelines and orders of any governmental entity regarding contaminated soils, hazardous materials or environmental cleanup, regardless of whether or not the obligation to comply is an obligation of the land owner. If any hazardous substance spills, leaks or is discharged from any facility on the Facility, Licensee shall immediately make all repairs necessary to prevent further spills, leaks or discharges and shall immediately clean up and promptly dispose of the spilled hazardous substance and any soil contaminated by the spill. If the Licensee fails to make the

required repairs, to clean up the spill or to properly dispose of any contaminated soil, County may after written notice to Licensee take all steps County deems necessary to make the necessary repairs, to clean up the spill and to dispose of any contaminated soil. Licensee shall reimburse County for the cost of all repair and cleanup work performed by County. Licensee shall reimburse the County for the cost of any work, plus administrative expenses, within thirty (30) days of receiving a bill for the work from the County. Licensee shall be solely responsible for paying all fines, damages and penalties imposed by any governmental agency regarding the production, storage, distribution, processing, handling, disposing, spilling, leaking or discharging of any hazardous substance. Without limiting Licensee's indemnification obligations to County under Section 18 and excluding material expended from ammunition or ordnance by Licensee pursuant to the terms and conditions of this License, Licensee shall indemnify, defend, reimburse and hold harmless County, its elected officials, officers, employees and agents from any and all liability, claims, damages or injuries to any person, including injury to the County or any of County's elected officials, officers, employees, agents, representatives, guests, licensees, invitees, patrons, or of any other person, and all expenses of investigating and defending against all liability, claims, damages or injuries, arising from or alleged to have arisen from or in connection with the presence of hazardous substances, toxic materials or hazardous waste upon, about or beneath the Facility or migrating to or from the Facility or arising in any manner out of the violation of any governmental regulation pertaining to hazardous substances, toxic materials or hazardous waste which condition exists after the execution of this License.

17. County Access. County, or County's representatives or agents, may enter the Facility at any and all reasonable times during the Term of this License for the purpose of determining whether the Licensee is complying with the terms and conditions of this License, or for any other purpose incidental to the rights of County.

18. Indemnification. County shall not be liable for, and Licensee shall defend and indemnify County and its elected officials, officers, employees and agents (collectively "County Parties") against, any and all claims, demands, liability, judgments, awards, fines, mechanics liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively "Claims"), related to this License or Licensee's use of the Facility and arising either directly or indirectly from any act, error, omission or negligence of Licensee or its contractors, agents, volunteers, servants or employees, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive, of County Parties. Licensee shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that the Claim was caused by the sole negligence or willful misconduct of County Parties.

19. Insurance. Within ten (10) business days prior to the Commencement Date, Licensee shall submit to County certificates of insurance and appropriate separate endorsements to the actual insurance policy, evidencing that Licensee has obtained for the Term of this License, at its sole expense, insurance in the following forms of coverage and minimum amounts specified from insurance carriers with a Best's Rating of not less than A, VII or a company of equal financial stability approved in writing by County's Risk Management Division.

a. An occurrence policy of Commercial General Liability insurance including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability insuring Licensee against liability for bodily injury, personal injury or property damage arising out of or in connection with Licensee, their agents, representatives, employees or subcontractors performance of work or service under this License of not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate. The County of San Diego, its officers, agents, employees, and volunteers shall be added as Additional Insured by separate endorsement to Licensee's insurance (at least as broad as ISO form CG 2012).

b. Comprehensive Automobile Liability covering all owned, non-owned and hired vehicles for bodily injury and property damage of not less than \$1,000,000 each accident.

c. Statutory Workers' Compensation, as required by State of California and Employer's Liability at \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego. If Licensee is a Federal Agency, the Federal Employees Compensation Act (FECA) would be acceptable to County's Risk Management Division regarding this coverage.

d. Certificates of insurance provided by Licensee must evidence that the insurer providing the policy will give County written notice of cancellation in accordance with the policy provisions.

If Licensee maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or higher limits maintained by Licensee. As a requirement of this License, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to County. County shall retain the right to review the coverage, form and amount of insurance required in this License and may require Licensee to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required. County retains the right to demand a certified copy of any insurance policy required in this License after fifteen (15) days' notice. Licensee may fulfill some or all of the insurance requirements contained in this License under a plan of self-insurance. Licensee shall only be permitted to utilize self-insurance if in the opinion of County Risk Management, Licensee's (i) net worth, and (ii) reserves for payment of the claims of liability against Licensee are sufficient to adequately compensate for the lack of other insurance coverage required by this License. Licensee's utilization of self-insurance shall not in any way limit liabilities assumed by Licensee under this License.

20. Accidents. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this License, Licensee shall immediately notify the Sheriff's Communication Center at 858-565-5030. Licensee shall promptly submit to County a written report, in any form required by County, of any accidents that occur in connection with this License. The report must include the following information: (i) the name and address of the injured or deceased person(s); (ii) the name and address of Licensee's liability insurance carrier; and (iii) a detailed description of the accident and whether any of County's equipment, tools, material or staff was involved.

21. Assignment. Licensee shall not assign or transfer any interest in this License.

22. Notices. Any notice, other than the Facility reservations described in Section 4 of this License, that is required or permitted to be given pursuant to this License shall be written and shall be effective (i) when personally delivered to the recipient or sent by facsimile transmission, or (ii) on the third business day after being sent by the United States Postal Service, postage prepaid and addressed to the party as follows:

If to County: Sheriff Weapons Training Unit
440 Alta Road
San Diego, California 92154

With a copy to: County of San Diego
Department of General Services
Real Estate Services Division
5560 Overland Avenue
Suite 410
San Diego, California 92123

If to Licensee: City of National City Police Dept
Attn: Assistant Chief Alex Hernandez
1200 NATIONAL CITY BL.
NATIONAL CITY, CA. 91950

Telephone Number: (619) 336-4519

If Licensee's contact information changes during the term of this License, Licensee shall notify County in writing within five (5) business days of the change.

23. Entire Agreement. This License constitutes the entire agreement between County and Licensee with respect to the subject matter of this License, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

24. Interpretation. This License shall be governed by the laws of the State of California. However, the provisions of this License shall be strictly construed against Licensee.

25. Authority to Sign. Licensee represents and warrants that it has full power and authority to execute and fully perform its obligations under this License without the need for any further action, and that the person executing this License on behalf of Licensee is the duly designated agent of Licensee and is authorized to act on behalf of Licensee.

26. Business Days. The term "business days" as used in this License means any calendar day other than a Saturday, Sunday, or official County holiday.

27. Exhibits. All exhibits referred to in this License are attached to this License and incorporated into this License by reference.

28. Effective Date. County and Licensee have executed this License as of the day and year written below. This License shall be effective as of the date of its execution by the Director.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.
THE SIGNATURES ARE ON THE FOLLOWING PAGE.**

SIGNATURES

Licensee:

City of National City Police Dept.

By: _____
Ben Martinez, Interim City
Manager

Date: _____

County:

County of San Diego, a political
subdivision of the State of California

By: _____
Marko Medved, P.E., CEM, Director,
Department of General Services

Date: _____

EXHIBIT "A"
FACILITY MAP
Location Map

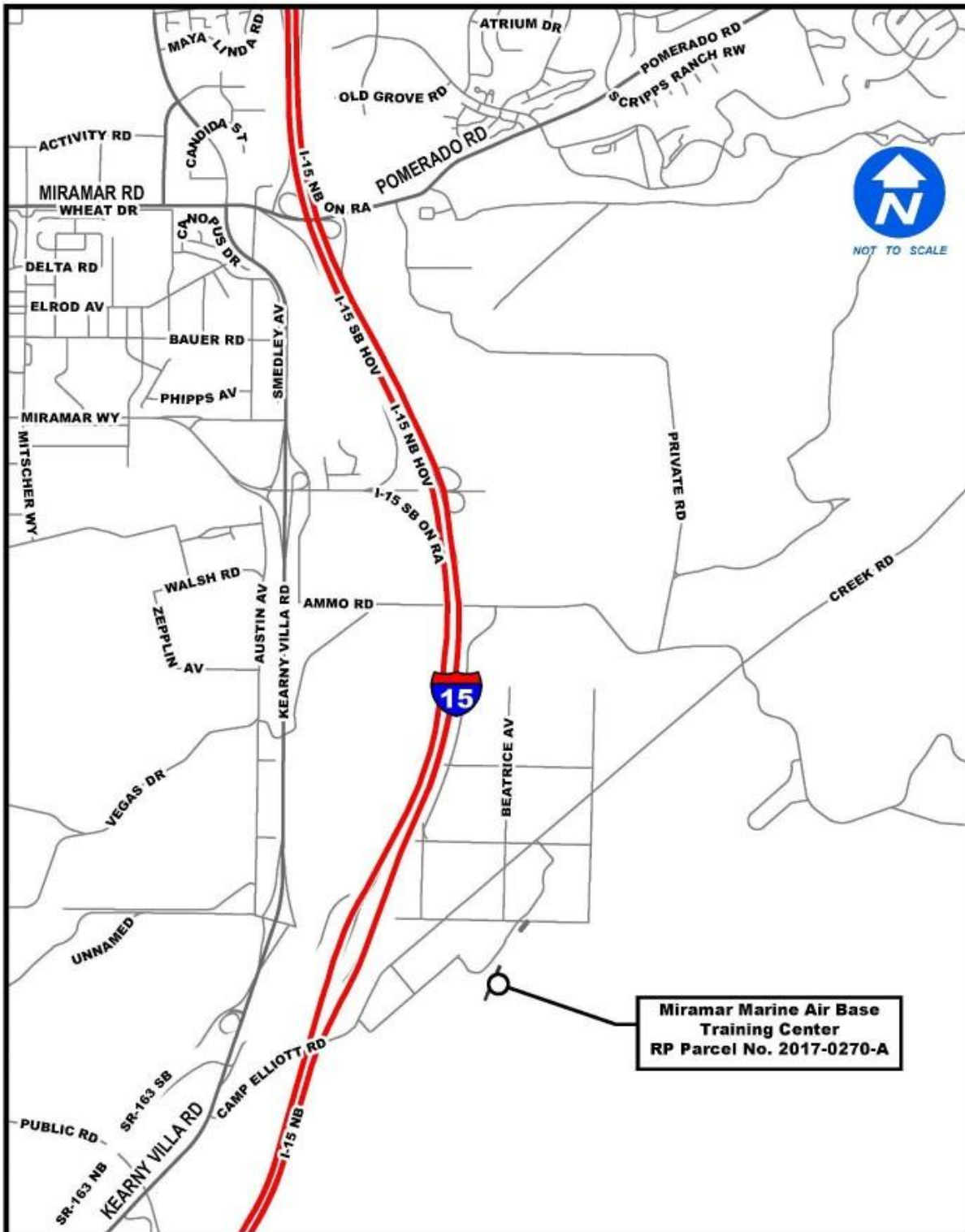


EXHIBIT "A"
FACILITY MAP
Site Map

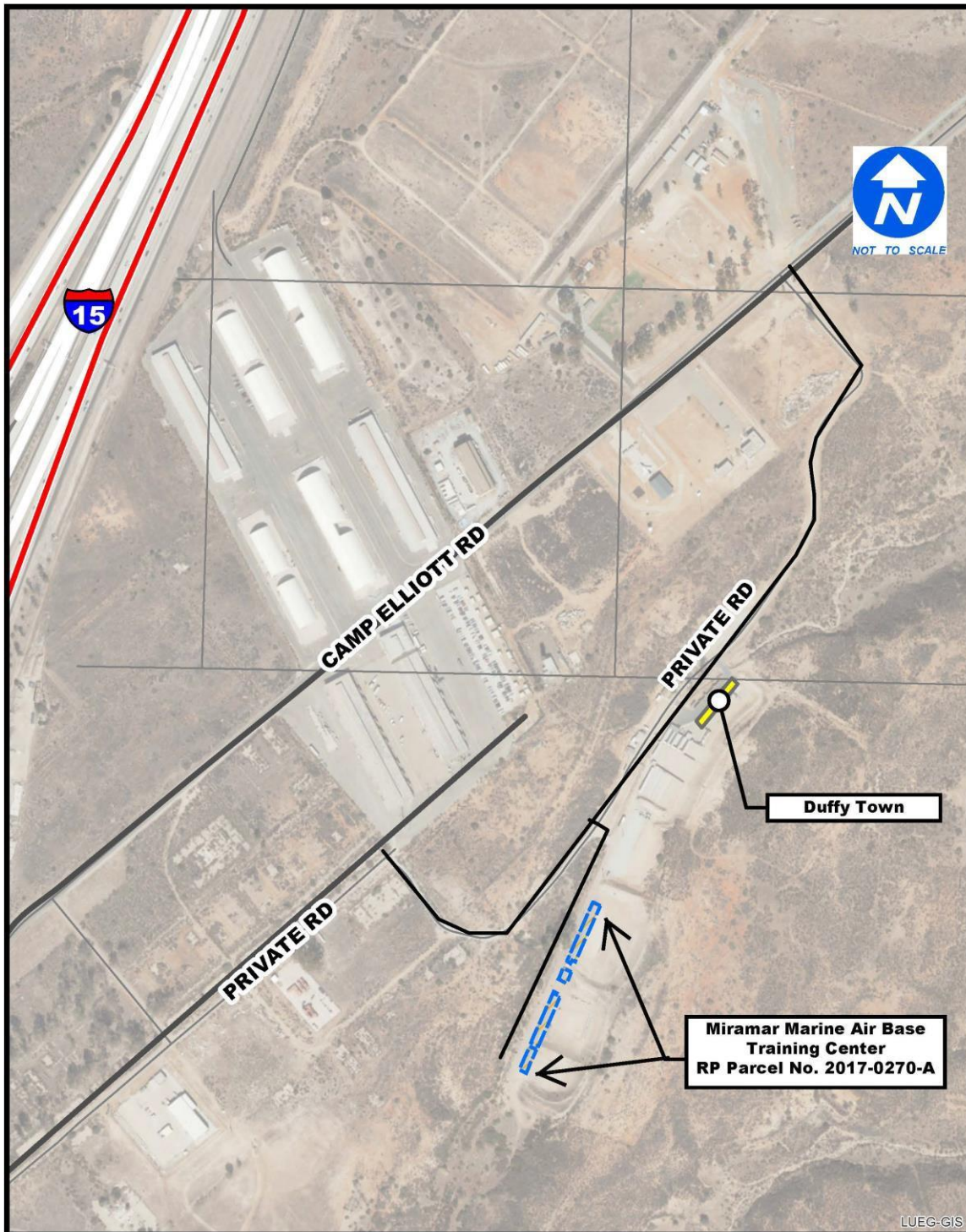
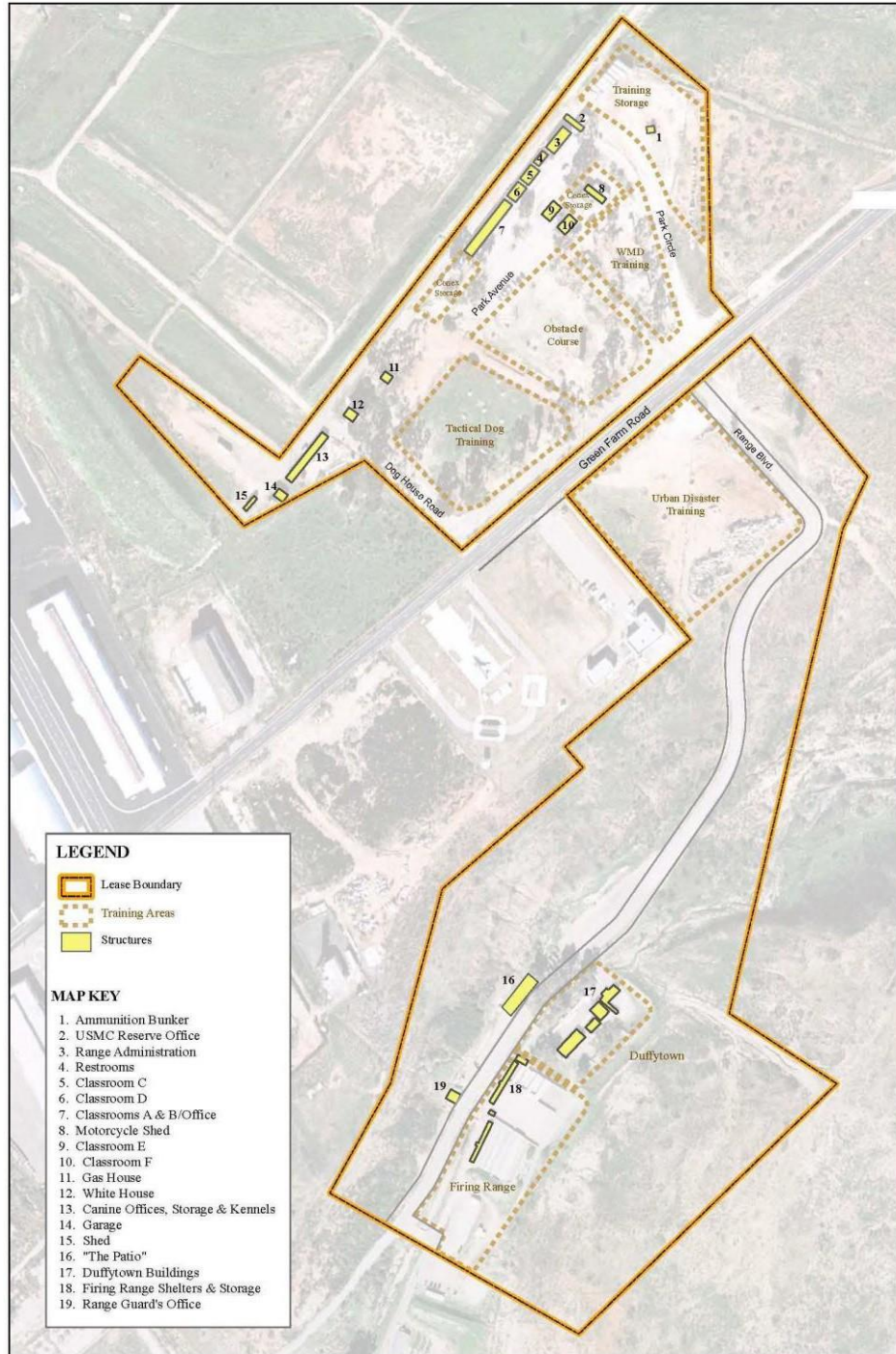


EXHIBIT "A"

FACILITY MAP

Site Plan



Miramar Firearms Training Center

1 inch equals 200 feet

0 50 100 200 300 400 Feet



EXHIBIT “B”
FEE SCHEDULE

MIRAMAR FIREARMS TRAINING CENTER EFFECTIVE 12/04/2017

STRUCTURED TRAINING EVENTS Firing Ranges, Training Venues and Classrooms	4-hours	8-hours
Range 5 - Combat - 25-yard range	\$200.00	\$300.00
Range 6 - Drive on/Combat - 40-yard range	\$200.00	\$300.00
Range 7 - Drive on/Combat - 50-yard range	\$200.00	\$300.00
Duffytown (rear firing range only)	\$200.00	\$300.00
Duffytown (w/o firing range)	\$200.00	\$300.00
Duffytown (with rear firing range)	\$200.00	\$300.00
Duffytown Classroom (Maximum 45 Occupancy)	\$100.00	\$150.00
Classroom A (FATS)	N/A	N/A
Classroom B (Maximum 42 occupancy)	\$100.00	\$150.00
Classroom C (Maximum 35 occupancy)	\$100.00	\$150.00
Classroom D (Maximum 35 occupancy)	\$100.00	\$150.00
Classroom F (Mat Room)	\$100.00	\$150.00
SWAT Obstacle Course	\$200.00	\$300.00
K-9 Training Center	\$200.00	\$300.00
Gas House (Chemical Agents Building)	\$200.00	\$300.00
After Hours	\$300.00	N/A

Revised 2/2/2018

EXHIBIT “C”

RULES AND REGULATIONS

Use of the Facility falls into two categories: (i) “Open Shooting” (individual shooting) and (ii) “Structured Training Events” (group training). The use of the Facility is subject to the rules and regulations below, which is subject to change during the Term of this License. Any changes will be communicated by County personnel at the Range office at the time when appointments are made and/or at check-in for Range use.

Open Shooting

Open Shooting is designed to allow law enforcement officers the opportunity to train individually. The officer must adhere to the following protocols when using the Range. Failure to adhere to the protocols may result in loss of Range privileges and notification of the loss of shooting range privileges to the officer’s employer. If more than three individual Open Shooters of Licensee use the Range at the same time, the use will be categorized as a group and shall require payment of Structured Training Reservation fees.

1. The officer shall report to the Range office prior to shooting.
2. The officer shall read and acknowledge the Range safety rules.
3. All firearms being used during training shall be listed on the sign-in log.
4. The officer may be required to provide eye and ear protection and tape at the time of check-in.
5. Open shooting shall only be conducted on the Range designated by the Range office.
6. Only stationery, presented targets shall be used.
7. The officer shall provide cardboard target backing.
8. No steel shooting is allowed without prior coordination with the Range office and approval from the Sheriff's Weapons Training Lieutenant.
9. No automatic firearms shall be fired during open shooting without prior coordination with the Range office and approval from the Sheriff's Weapons Training Lieutenant.
10. The officer shall check out with the Range office prior to leaving the Facility.
11. All damage and injuries must be reported to Range office at the time of check out and reported pursuant to Section 22 of this License.
12. Licensee and its employees, guests, and invitees shall not clean weapons at the Facility using solvents or other hazardous substances. The Facility does not provide disposal of

rag or other materials used for cleaning weapons. Pursuant to Section 16 of this License, the Licensee is responsible for fully complying with all federal, state, and local laws pertaining to hazardous substances.

Structured Training Events

To reserve a Range or use a Training Room for a Structured Training Event, the requesting agency must:

1. Contact the Facility's scheduling office to check availability at 858-565-3077.
2. Submit a request via email at rangerequest.mtf@sdsheriff.org or to 858-565-3077 a minimum of two (2) weeks prior to requested date. The written request must include the following information:
 - a. Name of the Range Safety Officer (defined in EXHIBIT "D") who will oversee the training.
 - b. Identification of the Range or Training Room being requested.
 - c. Date and time of requested use and number of trainees.
 - d. Synopsis of the course of fire or nature of training or event being conducted.
 - e. Types of firearms and ammunition to be used.
 - f. Indication if automatic weapons are to be used. This must be approved by Range office prior to the training.
3. Confirm that that Range Safety Officer that will oversee the training meets the qualifications listed in EXHIBIT "D" RANGE SAFETY OFFICER QUALIFICATIONS of this License.
4. The Range Safety Officer shall conduct a pre-use inspection of the Facility. Any maintenance discrepancy should be brought to the attention of the Range office prior to use.
5. The Range Safety Officer, at the conclusion of training, shall sign out at the Range office. Any damage or injuries shall be reported prior to leaving the Facility out and reported pursuant to Section 22 of this License.

EXHIBIT “D”
RANGE SAFETY OFFICER QUALIFICATIONS

Any agency wanting to schedule the use of a Range at the Facility for a Structured Training Activity shall:

1. Be a law enforcement agency or military entity authorized to use the Facility.
2. Have a “Range Safety Officer” who has completed a “Police Officer Standards and Training” [POST] approved firearms instructor certification course or equivalent.
3. Submit a letter indicating the certification course attended by the Range Safety Officer and the date of the certification.
4. Have the Range Safety Officer attend an annual update course or review of updated Facility policy as dictated by the Sheriff’s “Range Master”.

EXHIBIT “E”
RANGE SAFETY POLICY

It is the responsibility of the Sheriff’s Range Master, Facility staff and the Licensee’s Range Safety Officer to ensure a safe training environment by enforcing and obeying the following safety guidelines:

General Safety Rules

1. Safety is everyone’s responsibility.
2. Authorization to use the Facility is restricted to law enforcement and military personnel only.
3. Civilian guests, accompanied by a law enforcement/military host, may use the Facility. However, this use must be scheduled in advance and supervised by Weapons Training Unit staff.
4. Signing in and out at the Range office is mandatory.
5. No person under the age of 18 will be allowed on the facility without prior authorization of Range office.
6. Any person displaying symptoms of intoxication will not be allowed at the Facility. Any person using prescription drugs must report this to the Range Safety Officer or Facility staff prior to using the Range. If the individual’s sobriety or ability to operate weapons safely is questionable, Facility staff will reserve the right to deny access to the Facility. The individual will be released to a competent guardian and shall leave the Facility.
7. Smoking is not allowed at the Facility.
8. Individuals using the Range are restricted to a 90-minute use period when other personnel are waiting to use the Range.
9. Aiming, discharging and all loading and unloading of weapons must be done on the firing line of the Range and not in the parking area of the Facility, with the firearm pointed in a safe direction (down range).
10. Firing of automatic firearms will only be permitted upon approval of the Range office.
11. Use of eye and ear protection is required of all personnel while shooting is in progress.
12. All expended ammunition casings and trash will be cleared from the Range following use.

13. Pursuant to Section 9 and Section 22 of this license, all damage must be promptly reported to the Range office.
14. All injuries must be reported to the Range office immediately. Any response to medical emergencies shall be in compliance with the “Medical Response Procedures” set forth in the Miramar Firearms Training Center Policy & Procedures Manual.
15. No ammunition is allowed in firearms cleaning areas.
16. No diversionary devises (flash bangs) are allowed at the Facility, unless authorized in advance by Facility staff.
17. No chemical agents may be used at any time.
18. No walking is allowed on any dirt impact area or protective berms at any time.
19. No dogs are allowed at the Facility, unless they are enclosed/secured within a law enforcement vehicle. Dogs shall not leave a vehicle while at the Facility. No “breaking” of a dog will be allowed at the Facility.
20. All vehicles will be driven in a safe and reasonable manner not to exceed 15 miles per hour.