

LICENSE AGREEMENT FOR PROPERTY LOCATED at 20000 Road 140, Tulare

This agreement, entered into on _____, 2019 (the "LICENSE"), is between TULARE COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION, a California Corporation, referred to as "LICENSOR"; and the COUNTY OF TULARE, a political subdivision of the State of California, referred to as "COUNTY", who agree as follows:

WHEREAS, on November 10, 1998 the parties entered into Tulare County Lease Agreement No. 19416 for the lease of real property described as 20000 Road 140, Tulare, California, consisting of 50 yard pistol range, rifle range, attendant parking, and the irrevocable license to use certain other facilities as provided in the Lease.

WHEREAS, Tulare County Lease Agreement NO. 19416 between the parties has expired and is no longer binding.

WHEREAS, the Parties now desire to enter into a new License of said property for a one (1) year term with three (3) one (1) year options to renew.

1. **LICENSE.** LICENSOR licenses to COUNTY, and COUNTY licenses from LICENSOR, a portion of the real property commonly known as the "Rankin Field" Range Facility (The "Premises") located at 20000 Road 140, Tulare California, consisting of a 50 yard pistol range and attendant parking spaces, more particularly described in Exhibit "A" attached hereto and incorporated by reference. In consideration of the agreement of COUNTY to enter into the License, and as an express condition thereof, LICENSOR also grants to COUNTY an irrevocable license to use certain other facilities on the real property as provided in this License.

2. **TERM/OPTION TO RENEW.** The term of this License Agreement shall commence July 1, 2019 and shall expire one year thereafter. COUNTY shall have the option to renew this License Agreement for an additional three (3), one (1) year terms under the same terms and conditions by serving written notice of exercise of the option to renew to LICENSOR 30 days prior to the end of the term. Renewal of this License is subject to agreement by the LICENSOR,

which shall not be unreasonably denied. COUNTY shall have right of first refusal to renewal for the additional three (3), one (1) year agreements.

3. **RENT.** COUNTY shall pay to LICENSOR a one-time lump sum payment in the amount of TWELVE THOUSAND DOLLARS (\$12,000) for the one year term of the agreement, in advance, for the use of the premises and facilities during the term of the License. Current License payment is due upon approval of this License by the Board. Payment on any renewal options will be due July 1st of each option exercised.

4. **COUNTY'S DATE OF POSSESSION.** Upon commencement of the term COUNTY will be entitled to exclusive possession of the Premises during the times referenced in 5 or any other times COUNTY and LICENSOR agree that COUNTY will have use of the Premises. COUNTY shall have exclusive right to possession of the portion of the Premises it has agreed to use and only for the period of time the parties have agreed COUNTY may use it.

5. **LICENSE TO USE FACILITIES.** The exclusive use of the Premises are defined as follows:

- a. Use of the existing rifle range as scheduled by LICENSOR through its designated site manager;
- b. Exclusive use of the pistol range Monday through Friday. Use on Saturdays and Sundays as reasonably scheduled by LICENSOR through its designated its designated site manager.
- c. Use of the existing classroom facility as reasonably scheduled by LICENSOR through its designated site manager;
- d. Exclusive use of the K-9 training facility-grounds by TCSO and law enforcement training partners.
- e. Any other use to which the parties mutually agree.

6. **ACCEPTANCE.** On the date that the COUNTY takes exclusive possession of the Premises, the Premises shall be in good condition. COUNTY's taking possession of the premises on the effective date shall constitute COUNTY's acknowledgment that, to the best of their knowledge, the premises are in good condition.

7. **USE.** COUNTY shall use the premises as a weapons range for the County of Tulare. COUNTY'S use of the premises shall include, but is not limited to quarterly live fire qualification for sworn employees of the Tulare County Sheriff's Office, Sniper training on the rifle range once a month, and live fire training. COUNTY shall not use the premises in any manner that will constitute waste or nuisance.

Further, COUNTY agrees that this License and the licenses granted herein shall be exclusive to the employees and agents of the COUNTY. COUNTY and LICENSOR agree that separate agreements shall be reached between any parties outside of the scope of the agents and employees of the County of Tulare for the use of the Premises and LICENSOR.

8. MAINTENANCE.

a. LICENSOR will provide, at LICENSOR's expense, all ongoing maintenance, preventative maintenance, repair, and upkeep of the premises, including, but not limited to, the parking areas, sidewalks, grounds, building and improvements, and equipment and fixtures attached thereto. Such responsibility shall include, without limitation, the following:

- i. The structural parts of the building and other improvements in which the premises are located, which structural parts include the foundations, bearing and exterior walls, subflooring, and roof;
- ii. The exposed and unexposed electrical, plumbing, and sewage systems, including, without limitation, those portions of the systems lying outside the premises;

- iii. Window frames, gutters, and down spouts on the building and other improvements in which the premises are located;
- iv. Heating, ventilating, and air-conditioning systems (HVAC) servicing the premises;
- v. Cleaning of shells and firearm discharge waste as a result of COUNTY'S use as well as other occupants of the Rankin Field's use and discharge of firearms upon the premises.

1. The HVAC shall be inspected at reasonable intervals consistent with industry standards, and problems found during these inspections shall be corrected within thirty (30) days of discovery.

b. LICENSOR will be responsible for complying with all codes or laws requiring alterations, maintenance or restoration of the premises and parking areas during the term of the License, at no cost to COUNTY, including all ADA Standards for Accessible Design requirements and codes requiring fire extinguishers or other fire suppression equipment and related signage.

c. In case of emergency the LICENSOR will take immediate steps to protect persons and property. If the emergency occurs during COUNTY's control of the property, COUNTY will take reasonable steps to mitigate damage to the property. The LICENSOR maintains responsibility to provide COUNTY with the property that is fit for the purpose and intent of the License. If necessary repairs are brought to the LICENSOR's attention by COUNTY, LICENSOR will make repairs within the next thirty (30) days. If the LICENSOR does not take the necessary steps, COUNTY will have the right to repair and to be reimbursed by LICENSOR. If the full amount of the reimbursement is not delivered by LICENSOR to COUNTY within ten (10) days after COUNTY's delivery to LICENSOR of a written statement bill

evidencing the cost of repairs, COUNTY will have the right to deduct the cost of the repairs from the next rent payment.

d. Except for cases of emergency, LICENSOR will make all repairs as soon as is possible. In the event LICENSOR has not made a repair referred to in a written notice from COUNTY to LICENSOR within sixty (60) days after date of notice, COUNTY will have the right to repair or contract to repair and be reimbursed by LICENSOR. If the full amount of the reimbursement is not delivered by LICENSOR to COUNTY within thirty (30) days after COUNTY's delivery to LICENSOR of a written statement or bill evidencing the cost of the repair, COUNTY will have the right to deduct the cost of repair from the next monthly rent payment.

9. **ALTERATIONS.** Except as stated above, COUNTY shall not make any structural or exterior alterations to the premises without LICENSOR's consent, which consent shall not be unreasonably withheld; however, COUNTY shall have the right without cost to the LICENSOR to make, with LICENSOR's consent, nonstructural alterations to the interior of the premises that COUNTY requires in order to conduct its operations on the premises.

Upon termination of the tenancy, if COUNTY is not then in default of any of the provisions of this License, COUNTY shall have the right to remove from the premises immediately before the termination of the tenancy, or within ten (10) days thereafter, any alterations COUNTY has made to the premises, as long as the removal will not cause any structural damage to the premises, and COUNTY at its cost promptly restores any damage caused by the removal.

10. **PREVAILING WAGE AND OTHER LABOR LAWS:** LICENSOR and COUNTY understand that should the specific statutory prerequisites arise, the following provisions shall apply: LICENSOR acknowledges that the work that is completed now, and potentially any subsequent alterations LICENSOR makes to the premises under the terms of this License Agreement, are subject to such prevailing wage, apprenticeship, and anti-discrimination

provisions of the Labor Code as are applicable to public works projects contracted for by COUNTY, including Labor Code section 1771. LICENSOR will require all contractors and subcontractors who complete such work to: (a) maintain accurate and certified payroll records pursuant to Labor Code section 1776; (b) to make such records available for inspection by COUNTY and the Division of Labor Standards Enforcement of the Department of Industrial Relations, on a weekly basis and at no cost; and (c) to comply with all other applicable prevailing wage requirements. In addition, LICENSOR's construction contract(s) will require contractor(s) and subcontractor(s) to maintain complete and accurate records with respect to the funds expended on such work, and will require that the contractor(s) and subcontractor(s) provide access to the Tulare County Auditor and to the State of California auditors, and to their agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of this Agreement. LICENSOR will require that all such records be prepared in accordance with generally accepted accounting procedures, be clearly identified, and be readily accessible within the County of Tulare, upon request.

11. ASSURANCES OF NON-DISCRIMINATION. LICENSOR will not discriminate in employment or the performance of the work or in the provision of services called for under this Agreement on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

12. MECHANICS LIENS. COUNTY shall pay all costs for construction done by it or caused to be done by it on the premises as permitted under this Agreement. COUNTY shall keep the building, other improvements, and land on which the premises are located free and clear of all mechanics liens resulting from construction done by or for COUNTY.

13. UTILITIES. LICENSOR shall make all arrangements for, and pay for, all utilities and services furnished or to be used by COUNTY, including, without limitation, gas, electricity, water,

sewer, trash, and for all connection charges therefor. LICENSOR shall provide all fire extinguishers and related signs.

14. **INDEMNITY.** To the fullest extent permitted by law, LICENSOR will hold harmless, defend and indemnify COUNTY and its officers, agents, volunteers, contractors, and employees from and against any liability, claims, actions, costs, damages, losses and expenses for injury, including without limitation, death of any person or damage to any property; enforcement actions under California Prevailing Wage laws with respect to work done by LICENSOR, or under other applicable statute or ordinance; or resulting from LICENSOR's or LICENSOR's agents', employees,' contractors,' or invitees' negligent or intentionally wrongful acts or omissions with respect to the Premises. LICENSOR's obligation will continue beyond the expiration or termination of this Agreement as to any act or omission which occurred during the term of this License, or any renewal or holdover period. This indemnification provision will survive the termination of this License.

15. **INSURANCE.** LICENSOR acknowledges and agrees that COUNTY is a self-insured entity, and waives any requirement that COUNTY procure and/or maintain insurance of any kind, including liability and/or fire/extended coverage insurance. Prior to execution of this License by COUNTY, LICENSOR shall file with the Clerk of the Board of Supervisors, evidence of the insurance as set forth in Exhibit B attached, which outlines the minimum scope, specifications and limits of insurance required under this License. Additional insured endorsements required as outlined in Exhibit B shall not be used to reduce limits available to COUNTY as an additional insured from the LICENSOR'S full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this License or act in any way to reduce the policy coverage and limits available from the insurer (s). Failure to maintain or renew coverage, or to provide evidence of insurance renewal, for the

duration of this License, including any License renewal or holdover period, may be considered a material breach of this License.

16. **DESTRUCTION.** In the event the licensed space, or the building in which the licensed space is located, is totally or partially destroyed by fire, earthquake, or other casualty so as to render such property unfit for occupancy, in whole or in part, COUNTY shall be entitled to a reduction in the rental during the period that such part remains unrepaired or unrestored, in the proportion of the amount of floor space unfit for occupancy to the total floor space included in the License; provided, however, that if it should reasonably appear that LICENSOR cannot or will not restore or repair the premises within ninety (90) days from the date of such damage, either party shall be entitled to terminate the License by giving the other party notice in writing of intention to so terminate ten (10) days before the proposed date of termination.

17. **CONDEMNATION.** If, during the tenancy, there is any taking by condemnation of all or part of the building, other improvements, or land of which the premises are a part, or any interest in the tenancy, the rights and obligations of the parties shall be determined as follows:

a. If the premises are totally taken by condemnation, the tenancy shall terminate on the date of the taking;

b. If any portion of the premises is taken by condemnation the tenancy shall remain in effect, except that: (i) the rent shall be reduced by an amount that is in the same ratio to monthly rent as the value of the area of the portion of the premises taken bears to the total value of the premises immediately before the taking; and (ii) COUNTY may elect to terminate the tenancy by giving notice of same within ten (10) days of the date of the taking.

18. **ASSIGNMENT.** COUNTY shall not assign or encumber its interest in the tenancy, or sub-license all or any part of the premises, without the consent of LICENSOR, which such consent shall not be unreasonably withheld.

19. **DEFAULT.** The occurrence of any of the following shall constitute a default by COUNTY:

- a. Failure to pay rent when due, if the failure continues for ten (10) days after notice has been given to COUNTY;
- b. Abandonment and vacation of the premises;
- c. Failure to perform any other provision of this agreement if the failure to perform is not cured within a reasonable time after notice has been given of same to COUNTY.

Notices given under this section shall specify the alleged default and the applicable provisions of this agreement, and shall demand that COUNTY perform the provisions within the applicable period of time, or quit the premises.

The purpose of the notice requirements set forth in this section is to extend the notice requirements of the unlawful detainer statutes of California.

In the event of a default, the parties shall have the remedies now or later allowed by law.

20. **SIGNS.** COUNTY may not install, or permit any other person to install, any sign, awning, canopy, marquee or other advertising on any exterior wall, door, or window on the premises without LICENSOR's prior written consent, which consent shall not be unreasonably withheld. On the expiration or termination of this License, LICENSOR may remove and destroy any items which were permitted to be installed in accordance with the terms of this section, after having given a reasonable time for COUNTY to remove such items.

21. **LICENSOR'S ENTRY ON PREMISES.** LICENSOR and his authorized representatives shall have the right to enter the premises at all reasonable times, during exclusive or scheduled use by COUNTY, and after reasonable notice to the COUNTY, for any of the following purposes:

- a. To determine whether the premises are in good condition and whether COUNTY is complying with the obligations under this agreement;
- b. To do any necessary maintenance and to make any restoration to the premises or the building and other improvements in which the premises are located that LICENSOR has the right or obligation to perform;
- c. To serve, post, or keep posted any notices required or permitted under this agreement;
- d. To show the premises to prospective brokers, agents, buyers, and prospective licensees at any time during the tenancy.

This section is not applicable to times of non-scheduled or exclusive use by COUNTY.

22. **SURRENDER.** On expiration or other termination of the tenancy, COUNTY shall surrender the premises to LICENSOR in good condition, ordinary wear and tear excepted. COUNTY shall remove all its personal property, and shall perform all restoration made necessary by the removal of any alterations, fixtures, or signs.

23. **HOLDING OVER.** If COUNTY, with LICENSOR's consent, remains in possession of the premises after the expiration of the initial License term or the renewal period, such possession shall be deemed to be a month-to-month tenancy terminable on thirty (30) days' notice given at any time by either party. During any such month-to-month tenancy, COUNTY shall pay all rent required by this agreement, all other provisions of which shall apply to the month-to-month tenancy.

24. **TERMINATION.** Either party may terminate this Agreement for cause upon ten (10) days' prior written notice to the other party. For purposes of this section, "cause" shall be defined as the failure of either party to remedy any material breach of the License Agreement within

thirty (30) days' written notice of the breach. No material breach will be found for issues that this contract already provides a remedy for, so long as those remedies are timely undertaken.

25. **SUCCESSORS.** This agreement shall be binding on, and inure to, the benefit of the parties, their successors and assigns, except as otherwise limited by this agreement.

26. **NOTICE.** Any notice, demand, request, consent, approval or other communication required or permitted under this agreement shall be in writing and must be either delivered in person or sent by certified mail, postage prepaid, to the follow addresses:

COUNTY: Board of Supervisors
County of Tulare Administration Building
2800 W. Burrel
Visalia, CA 93291

w/copy to: Tulare County Sheriff's Office
Attn: Administration Services Captain
833 S. Akers Street
Visalia, CA 93277

w/Copy to: Tulare County General Services
Attn: Property Management
2637 W. Burrel Ave., Ste 200.
Visalia, CA 93291

LICENSOR: Tulare County Deputy Sheriff's Benevolent Association
704 W. Main Street
Visalia, CA 93291

Notice shall be deemed communicated four (4) days from the time of mailing as provided in this section.

27. **WAIVER.** The failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

28. **EXHIBITS.** All Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

29. **INTEGRATION.** This instrument contains all the agreements of the parties relating to the premises and cannot be modified or amended except by a subsequent agreement in writing.

30. **NO THIRD PARTY BENEFICIARIES.** Unless specifically set forth, the parties to this Agreement do not intend to provide any third party benefit or enforceable legal or equitable right or remedy.

31. **GOVERNING LAW.** This Agreement will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles.

32. **HEADINGS.** Paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

33. **INTERPRETATION.** This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code Section 1654 shall not apply to address and interpret any uncertainty.

34. **CONFLICT WITH LAWS OR REGULATIONS; SEVERABILITY.** This Agreement is subject to all applicable laws and regulations. If any provision of this agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement will continue in full force and effect.

35. **AUTHORITY.** Each person executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind, and if such party is a partnership, corporation or trustee, that such

partnership, corporation or trustee has full right to enter into this Agreement and perform all of its obligations hereunder.

36. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, and by facsimile, all of which shall be considered one and the same agreement.

[THIS SPACE LEFT INTENTIONALLY BLANK; SIGNATURES FOLLOW ON NEXT PAGE]

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

LICENSOR

TULARE COUNTY DEPUTY SHERIFF'S BENEVOLENT ASSOCIATION

Date: 9-26-19

By: 

Print Name: FRANCISCO JAVIER TORRES JR

Title: SECRETARY TCDSA

Date: _____

By: 

Print Name: JAVIER MARTINEZ

Title: PRESIDENT

Note: Corporations Code Section 313 requires that contracts with a corporation shall be signed by the (1) chairman of the Board, the president or any vice-president and (2) the secretary, any assistant, the chief financial officer, or any assistant treasurer; unless the contract is also accompanied by a certified copy of the Board of Directors resolution authorizing the execution of the contract.

COUNTY

COUNTY OF TULARE

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Office / Clerk of
the Board of Supervisors

By: _____
Deputy Clerk

Approved as to form:
County Counsel

By: 
Deputy County Counsel

20181584

EXHIBIT A

RANKIN FIELD WEAPONS RANGE
20000 ROAD 140, TULARE, CA 93274

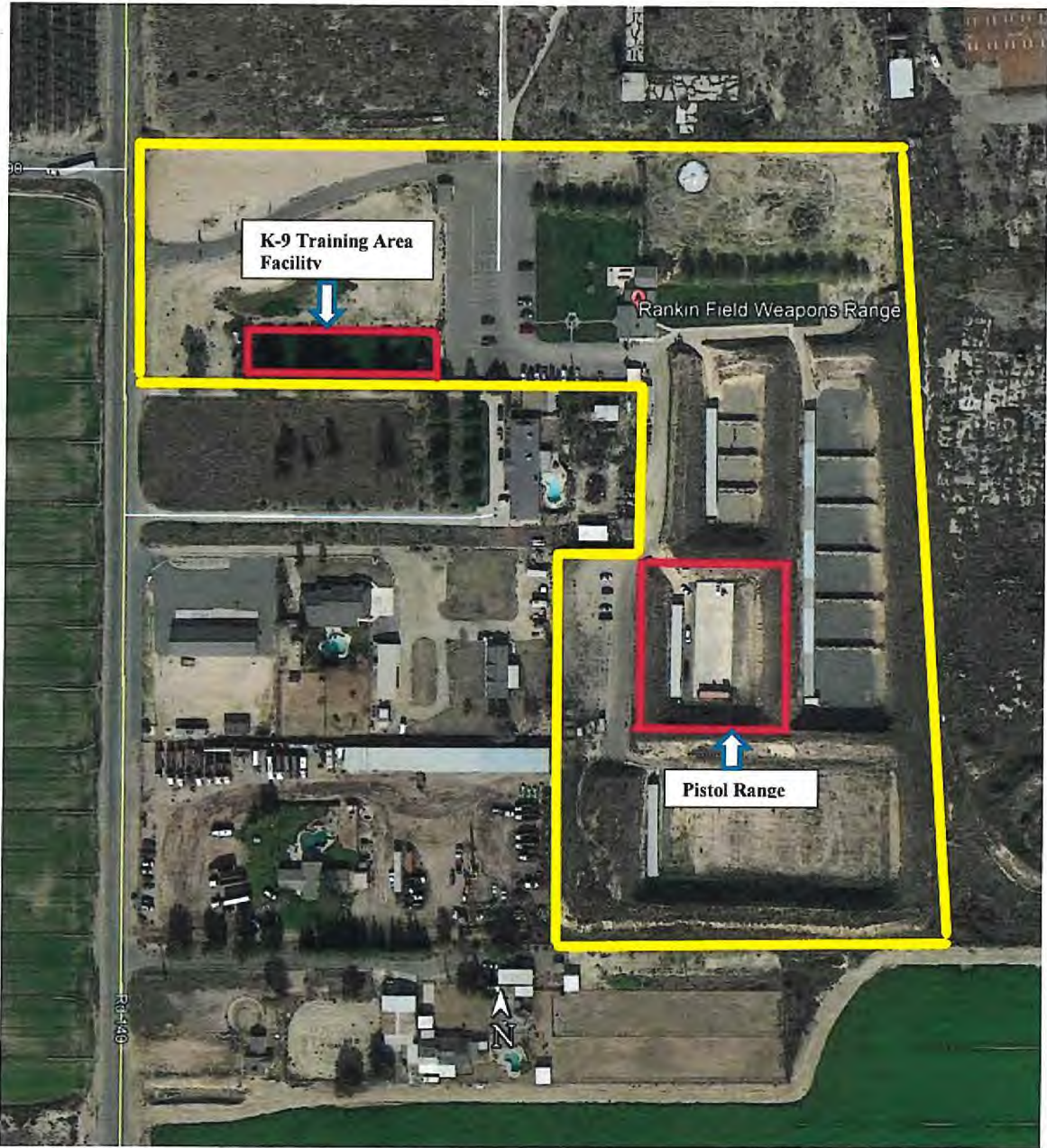


EXHIBIT B

INSURANCE REQUIREMENTS

LICENSOR shall procure and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the LICENSOR, his agents, representatives, employees and contractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Insurance Services Office Commercial General Liability coverage of \$1,000,000 combined single limit per occurrence (occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate applies, either the general aggregate limit shall apply separately to this location or the general aggregate shall be \$2,000,000.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability, (any auto) of \$1,000,000 per occurrence. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Property Insurance against all risks of loss on all real property being licensed including improvements and betterment. Limits of full replacement cost with no coinsurance penalty provision.

A. Specific Provisions of the Certificate

1. If any of the required insurance is written on a claims made form, the retroactive date must be before the date of the contract and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. The General Liability and Property Insurance policies must contain the following provisions. LICENSOR will provide endorsements reflecting the following requirements:
 - a. *The County, its officers, agents, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of ownership maintenance or use of that part of the premises leased to the COUNTY.*
 - a. *For claims related to this lease, the LICENSOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteer and shall be at least as broad as ISO CG 20 01 04 13. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the LICENSOR's insurance and shall not contribute with it.*
 - b. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.*
 - c. *LICENSOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of the LICENSOR may acquire against the COUNTY by virtue of the payment of any loss under*

such insurance. LICENSOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the LICENSOR, its employees, agents and subcontractors. LICENSOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the LICENSOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.