County of Fresno
Sheriff's Range
L-308

LICENSE AGREEMENT

This License Agreement ("Agreement") is dated July 14, 2026 and is between the Sheriff's Foundation for Public Safety, a California nonprofit corporation ("Foundation"), and the County of Fresno, a political subdivision of the State of California ("County"). Foundation and County are collectively referred to as "Parties" or individually as a "Party".

Article 1

Licensed Facility

1.1 Licensed Facility. The Foundation hereby licenses the County to utilize the property at the location commonly known as 7633 North Weber Avenue, Fresno, California 93722 (the "Facility"). The Foundation represents that the Facility consists of structures, training facilities, and firearms shooting ranges as shown in Exhibit "A".

County is hereby given a non-exclusive License to use portions of the Facility, including the Large Classroom (Clubhouse) and Range Numbers 2, 4, 5 & 6 by appointment (collectively, the "Non-Exclusive Use Areas").

The County shall have exclusive use of the training room, K/9 area, and Tactical area for meeting and training purposes, exclusive use of three (3) enclosed offices located inside the Range Building and more particularly described as Sheriff's Armory located at the west end of the Range Building, and exclusive use of Range Number 3 (collectively, the "Exclusive Use Areas").

County shall have the right to free daily parking of passenger vehicles by its employees and visitors in the parking facility designated by Foundation at no additional charge to County, subject to all rules and regulations which are prescribed from time to time for the orderly operation and use of the parking facility, including any sticker or other identification system established by Foundation.

1.2 Reservations for the Facility. County shall request in writing specific days and specific times for the use of the Non-Exclusive Use Areas of the Facility at least ten (10) days prior to the date of requested use. It is understood that other parties contracting with the Foundation may have similar use of these areas of the Facility, and reasonable accommodation of all such parties is the desired objective of Foundation.

1.3 Limitations.

(A) County's non-exclusive use of the Facility is subject to the understanding that the Facility is reserved only if not in use by the Foundation or other parties contracting with the Foundation.

(B) Foundation reserves the right to close the Facility during times of emergency or when needed by the Foundation for its activities.

(C) Foundation reserves the right to use the Facility at all times and may terminate use of the Facility by notice to County's designated representative identified in Section 5, herein.

(D) The use of the Facility is subject to the understanding that the Facility is made available on an "as is" basis.

(E) County shall maintain the Exclusive Use Areas of the Facility in a safe operative condition while in use by the County and conduct adequate periodic inspections to that end.

(F) The Foundation is responsible for all maintenance of the Non-Exclusive Areas of the Facility.

(G) If County personnel are doing work on behalf of the Foundation, they are doing so under the Foundation as a "special employee," and while doing such work, shall be covered under the Foundation's Worker's Compensation and liability insurance policies.

(H) All Range firing shall be under direct supervision of Range Safety Officers who have completed a Peace Officer Standards and Training (POST) approved firearms instructor certification course or equivalent. A copy of all Range Officers' certifications must be on file with the Foundation prior to the use of firing ranges. County shall comply with the requirements described in Foundation's "Facility Use Rules," attached as Exhibit "E" and incorporated by this reference.

(I) Foundation will supply utilities (water and electricity) without charge to the County, except that County shall pay Fifteen Thousand Dollars $15,000 annually for approximately one-half of the annual electricity costs in exchange for exclusive use of Range #3 as stated in Section 1.7(A).

(J)Any improvements installed or provided by County shall be submitted to the Foundation in writing and shall be approved by the Foundation prior to installation. Fixtures shall remain following termination or expiration of this Agreement.

(K) Foundation, or its duly authorized representatives or agents, may enter Exclusive Use Areas at any and all reasonable times during the term of this Agreement for the purpose of determining whether the County is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the Foundation.

1.4 Drug-Free Workplace. County's employees shall comply with the Foundation's policy of maintaining a drug-free workplace. County's employees shall not unlawfully manufacture, distribute, dispense, possess, or use controlled substances, as defined in 21 U.S. code Section 812, including marijuana, heroin, cocaine and amphetamines at any part of Foundation's Facility, including the Training Facility.

1.5 Non-Discrimination. County assures that it will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under this License.

1.6 Covenants. The Foundation covenants that the Facility is in compliance with all applicable laws, ordinances and regulations, including but not limited to safety regulations, health and building codes, including, without limitation, the Americans with Disabilities Act and that the Facility shall remain in such compliance throughout the term of this Agreement.

1.7 Compliance with Laws. The Foundation shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County's Responsibilities

2.1 The County shall use the Facility as Fresno County Sheriff-Coroner's Office and District Attorney's Office purposes. The County agrees to comply with applicable laws, ordinances and regulations in connection with such use.

Article 3

Rent & Fees, Invoices, and Payments

3.1 The County agrees to pay, and the Foundation agrees to receive, rent & fees for the use of its Facility under this Agreement and as described in Exhibit B to this Agreement, entitled "Rent & Fee Schedule."

3.2 **Collection of Fees.** Foundation agrees that County may allow other law enforcement agencies use of the Tactical training area at a fee of Two Hundred Dollars ($200) per day, with County retaining all the proceeds from such an arrangement.

3.3 **Maximum Rent & Fees.** The maximum potential Rent & Fees payable to the Foundation under this five (5) year Agreement is Nine Hundred Sixty-Three Thousand Nine Hundred Forty-Two Dollars and Ninety-Six Cents ($963,942.89) pursuant to the Rent & Fee Schedule in Exhibit B. The Foundation acknowledges that the County is a local government entity, and does so with notice that the County's powers are limited by the California Constitution and by State law, and with notice that the Foundation may receive rent & fees according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Foundation further acknowledges that County employees have no authority to pay the Foundation except as expressly provided in this Agreement.

3.4 **Payment.** The County shall pay all rent & fees within 45 days of receiving each correctly completed and timely submitted invoice for each quarter as invoiced (Section 1.7 H).

3.5 **Incidental Expenses.** The Foundation is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

3.6 Building Operating Costs/Common Area/Utilities. The Foundation shall be responsible for all Building operating expenses, including real property taxes, building fires and structural insurance, property management cost, common area maintenance and repairs, and all utilities (gas, electricity, water, sewer, and trash removal) with the exception of PG&E costs (gas and electricity) associated with the exclusive use of Range #3 as shown in Exhibit B. Notwithstanding anything herein to the contrary, County shall be responsible for its data, telephone and computer network system, County shall pay, prior to delinquency, all taxes against or levied upon trade fixtures, furnishings, equipment and all other personal property of County located in the Facility. In the event any or all of the County's trade fixtures, furnishings, equipment and other personal property shall be assessed and taxed property of Foundation, County shall pay to Foundation, within ten (10) days after delivery to County by Foundation of a written statement setting forth such amount, the amount of such taxes only applicable to County's Property.

Article 4

Term of Agreement

4.1 Term/Termination. This Agreement is effective on January 12, 2026, and terminates on January 11, 2027, except as provided in section 4.2 "Extension," or Article 6, "Termination and Suspension," below.

4.2 Extension. The term of this Agreement may be extended for no more than four (4), one (1) year periods, only upon written approval of both parties at least 30 days before the first day of the next one-year extension period. The Director of General Services, or their designee, is authorized to sign the written approval on behalf of the County based on the Foundation's satisfactory performance. The extension of this Agreement by the County is not a waiver or compromise of any default or breach of this Agreement by the Foundation existing at the time of the extension whether or not known to the County.

Article 5

Notices

5.1 Notices/Contact Information. The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

For the County:

County of Fresno

Director of General Services

333 W. Pontiac Way

Clovis, CA 93612

GSDContracts@fresnocountyca.gov

For the Foundation:

Sheriff's Foundation for Public Safety

1187 N. Willow Ave, Suite 103, PMB 67

Clovis, CA 93611

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the County and the Foundation provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next-day delivery, addressed to the recipient.

(D) A notice delivered by PDF document attached to an email is effective when transmission to the recipient is completed (but, if such transmission is completed outside of County business hours, then such delivery is deemed to be effective at the next beginning of a County business day), provided that the sender maintains a machine record of the completed transmission.

5.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds are not allocated, then the County, upon at least 30 days' advance written notice to the Foundation, may:

(A) Modify the services provided by the Foundation under this Agreement; or

(B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Foundation. The written notice may suspend performance under this Agreement and must provide at least 30 days for the Foundation to cure the breach.

(B) If the Foundation fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Foundation has:

(1) Obtained or used funds illegally or improperly;

(2) Failed to comply with any part of this Agreement;

(3) Submitted a substantially incorrect or incomplete report to the County; or

(4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Foundation.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Foundation of any monies disbursed to the Foundation under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Foundation shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

6.6 Foundation agrees to refund any unused portion of fees paid by County if either the Foundation or the County terminates this Agreement, in accordance with Section 4.1 herein.

Article 7
Independent Foundation

7.1 Status. In performing under this Agreement, the Foundation, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent Foundation, in an independent capacity, and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County.

7.2 Verifying Performance. The County has no right to control, supervise, or direct the manner or method of the Foundation's performance under this Agreement, but the County may verify that the Foundation is performing according to the terms of this Agreement.

7.3 Benefits. Because of its status as an independent contractor, the Foundation has no right to employment rights or benefits available to County employees. The Foundation is solely responsible for providing to its own employees all employee benefits required by law. The Foundation shall save the County harmless from all matters relating to the payment of Foundation's employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others**. The parties acknowledge that, during the term of this Agreement, the Foundation may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Foundation shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Foundation, or any third party that arise from or relate to the performance or failure to perform by the Foundation (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Foundation's obligation to indemnify and hold harmless or defend the County.

8.2 **Survival.** This Article 8 survives the termination of this Agreement.

Article 9

Insurance

9.1 The Foundation shall comply with all the insurance requirements in Exhibit D to this Agreement.

Article 10

Inspections, Audits, and Public Records

10.1 **Inspection of Documents.** The Foundation shall make available to the County, and the County may examine at any time during business hours and as often as the County deems necessary, all of the Foundation's records and data with respect to the matters covered by this Agreement, excluding attorney-client privileged communications. The Foundation shall, upon request by the County, permit the County to audit and inspect all of such records and data to ensure the Foundation's compliance with the terms of this Agreement.

10.2 State Audit Requirements. If the compensation to be paid by the County under this Agreement exceeds $10,000, the Foundation is subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three years after final payment under this Agreement. This section survives the termination of this Agreement.

10.3 Public Records. The County is not limited in any manner with respect to its public disclosure of this Agreement or any record or data that the Foundation may provide to the County. The County's public disclosure of this Agreement or any record or data that the Foundation may provide to the County may include but is not limited to the following:

(A) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose this Agreement to the public or such governmental agency.

(B) The County may voluntarily, or upon request by any member of the public or governmental agency, disclose to the public or such governmental agency any record or data that the Foundation may provide to the County, unless such disclosure is prohibited by court order.

(C) This Agreement, and any record or data that the Foundation may provide to the County, is subject to public disclosure under the Ralph M. Brown Act (California Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

(D) This Agreement, and any record or data that the Foundation may provide to the County, is subject to public disclosure as a public record under the California Public Records Act (California Government Code, Title 1, Division 10, Chapter 3, beginning with section 7920.200) ("CPRA").

(E) This Agreement, and any record or data that the Foundation may provide to the County, is subject to public disclosure as information concerning the conduct of the people's business of the State of California under California Constitution, Article 1, section 3, subdivision (b).

(F) Any marking of confidentiality or restricted access upon or otherwise made with respect to any record or data that the Foundation may provide to the County shall be disregarded and have no effect on the County's right or duty to disclose to the public or governmental agency any such record or data.

10.4 Public Records Act Requests. If the County receives a written or oral request under the CPRA to publicly disclose any record that is in the Foundation's possession or control, and which the County has a right, under any provision of this Agreement or applicable law, to possess or control, then the County may demand, in writing, that the Foundation deliver to the County, for purposes of public disclosure, the requested records that may be in the possession or control of the Foundation. Within five business days after the County's demand, the Foundation shall (a) deliver to the County all of the requested records that are in the Foundation's possession or control, together with a written statement that the Foundation, after conducting a diligent search, has produced all requested records that are in the Foundation's possession or control, or (b) provide to the County a written statement that the Foundation, after conducting a diligent search, does not possess or control any of the requested records. The Foundation shall cooperate with the County with respect to any County demand for such records. If the Foundation wishes to assert that any specific record or data is exempt from disclosure under the CPRA or other applicable law, it must deliver the record or data to the County and assert the exemption by citation to specific legal authority within the written statement that it provides to the County under this section. The Foundation's assertion of any exemption from disclosure is not binding on the County, but the County will give at least 10 days' advance written notice to the Foundation before disclosing any record subject to the Foundation's assertion of exemption from disclosure. The Foundation shall indemnify the County for any court-ordered award of costs or attorney's fees under the CPRA that results from the Foundation's delay, claim of exemption, failure to produce any such records, or failure to cooperate with the County with respect to any County demand for any such records.

Article 11

Disclosure of Self-Dealing Transactions

11.1 Applicability. This Article 11 applies if the Foundation is operating as a corporation or changes its status to operate as a corporation.

11.2 Duty to Disclose. If any member of the Foundation's board of directors is party to a self-dealing transaction, he or she shall disclose the transaction by completing and signing a "Self-Dealing Transaction Disclosure Form" (Exhibit C to this Agreement) and submitting it to the County before commencing the transaction or immediately after.

11.3 Definition. "Self-dealing transaction" means a transaction to which the Foundation is a party and in which one or more of its directors, as an individual, has a material financial interest.

Article 12

General Terms

12.1 Maintenance. The Foundation shall be responsible for the structural condition of the Facility and for all exterior and interior maintenance, including, but not limited to, the air conditioning, heating, electrical, windows, plumbing, roof, floor coverings, painting and graffiti removal, fire/life-safety systems including, but not limited to, fire suppression systems and alarms and smoke/fire alarm systems, landscaping, and parking lot, replacing lighting, and janitorial service. The Foundation covenants that the Facility shall be maintained in substantially the same condition as that existing at the commencement of this Agreement.

(A) Except as expressly provided as Foundation's obligation above, County shall keep the Facility in good condition and repair. All damage or injury to the Facility or the Building resulting from the act or negligence of County, its employees, agents or visitors, guests, invitees or licensees, or by the use of the Facility (other than normal wear and tear from County's use of the Facility), shall be promptly repaired by County at its sole cost and expense, to the satisfaction of Foundation. Foundation may make any necessary repairs which are not promptly made by County as required by this License following: (1) County's receipt of written notice from Foundation, and (2) the reasonable opportunity of County to make said repair within 30 days of receipt of said written notice. Foundation may thereupon charge County for the cost of reasonable repairs, which cost shall be paid by County within 45 days from invoice from Foundation.

(B) Foundation agrees to furnish the Facility from 8:00 a.m. to 6:00 p.m. Mondays through Fridays, excepting local and national holidays, including Christmas Day, Thanksgiving Day, Labor Day, Memorial Day, New Year's Day and July 4th. Air conditioning and heat shall be provided in such quantities as is reasonably necessary for the comfortable occupancy of the Facility. In addition, Foundation shall provide electricity for normal lighting and normal office machines, water for the Facility for lavatory and drinking purposes in such reasonable quantities as is reasonably necessary for general office use, and in compliance with applicable codes. Foundation shall furnish janitorial and maintenance services to the Facility five (5) days per week, excepting local and national holidays. County shall comply with all Rules and Regulations which Foundation may establish for the proper functioning and protection of the common area air conditioning, heating, electrical, intrabuilding cabling and wiring and plumbing systems. Foundation may comply with mandatory or voluntary controls or guidelines promulgated by any government entity relating to the use or conservation of energy, water, gas, light, or electricity or the reduction of automobile or other emissions without creating any liability of Foundation to County under this License, as long as compliance with voluntary controls or guidelines does not interfere with County's permitted use of the Facility under this License. County agrees to pay for all utilities and other services utilized by County, and any additional Building services furnished to County that exceed what is normally required for office use as stated in this section, and which are not uniformly furnished to all tenants of the Building, at the rate generally charged by Foundation to tenants of the Building for such utilities or services. County shall cooperate with Foundation's voluntary energy conservation measures, provided such energy conservation measures, including Foundation's actions to convert the Building to a "Green Building", do not interfere with County's reasonable use of the Facility. Notwithstanding anything herein to the contrary, County shall fully cooperate with Foundation with any government-mandated energy regulations.

(C) County will not, without the prior reasonable written consent of Foundation, use any apparatus or device in the Facility which will in any way unreasonably increase the amount of electricity or water usually furnished or supplied for use of the Facility as general office space; nor connect any apparatus, machine or device with water pipes or electric current (except through existing electrical outlets and pipe connections in the Facility), for the purpose of using electricity or water. County agrees that Foundation shall be the sole and exclusive representative with respect to, and shall maintain exclusive control over, the reception, utilization and distribution of electrical power, regardless of point or means of origin, use or generation. County shall not have the right to contract directly with any provider of electrical power or services.

(D) If County requires heating, ventilation, and/or air conditioning during times other than those times provided in this section above, County shall give Foundation such advance notice as Foundation shall reasonably require, and Foundation shall bill County monthly at the then-current rate set by the local electric utility for after-hours use.

(E) As an exception to events that may occur, in the event Building systems such as air conditioning and heating units, restroom fixtures are not draining properly, water intrusion or leaks or other events that cause immediate material impact to the occupancy of the Facility by County, Foundation shall respond within twenty-four (24) hours after written notice by County to Foundation to make repairs and replace equipment to restore the systems to full working order. Foundation covenants that the Facility shall be maintained in a condition commensurate to other similar office buildings in the Fresno, CA area.

(F) Notwithstanding anything herein to the contrary, but subject to Foundation's obligation to cure its breach of its covenant to maintain the Facility as stated in this Section 12.1, Foundation shall not be liable for, and there shall be no rent abatement as a result of any stoppage, reduction, or interruption of any such services caused by governmental rules, regulations or ordinances, riot, strike, labor disputes, breakdowns, accidents, necessary repairs, or other such causes outside of Foundation's reasonable control Further notwithstanding anything herein to the contrary, but subject to Foundation's obligation to cure its breach of its covenant to maintain the Facility, (i) such failure, delay, or diminution shall not be considered to constitute an eviction or a disturbance of County's use and possession of the Facility and (ii) Foundation shall not be liable under any circumstances for a loss of or injury to property or for injury to or interference with County's business, including loss of profits through, in connection with, or incidental to a failure to furnish any of the utilities or services hereunder.

12.2 Breach of Obligation to Maintain. In the event the Foundation breaches its obligation to maintain the Facility as herein provided, the County may give written notice to the Foundation within 15 days of the discovery of such breach. The Foundation shall then have 30 days from the date of notice to cure its breach. If the period for cure expires and if, in the County's reasonable determination, the Foundation has failed to cure, then the County may, at their election:

(A) Terminate this Agreement as herein after provided. In such case, the County shall have the right to demand the Foundation refund any monies which, in the judgement of the County, were paid to the Foundation pursuant to the Agreement but which were not earned by the Foundation by consequence of its breach. Upon receipt of such demand, the Foundation shall promptly refund all such monies; or

(B) Cure the Foundation's breach and deduct the cost of such cure, together with reasonable administrative costs, from the County's future rent & fee obligation. The County's decision to cure the Foundation's breach shall not constitute a waiver of any rights or remedies that County may have arising from this Agreement or by operation of law.

12.3 Destruction or Damage from Casualty. If the Facility are damaged or destroyed as a result of fire, earthquake, act of God, or any other identifiable event of a sudden, unexpected, or unusual nature (hereinafter "Casualty"), then the Foundation shall either promptly and diligently repair the damage at its own cost, or terminate the Agreement as hereinafter provided.

(A) If the Foundation elects to repair the Casualty damage to the Facility, then it shall within 30 days after the date of Casualty provide written notice (hereinafter "Notice of Repair") to the County indicating the anticipated time required to repair. The Foundation shall bear the cost of all repairs to the Facility, including the cost to repair any alteration or fixtures installed or attached thereto by the County. Such repairs shall restore the Facility to substantially the same condition as the existing at the commencement of this Agreement and shall be made in compliance with all applicable state and local building codes. The Foundation shall not be liable to the County for compensation for any loss of business, or any inconvenience or annoyance arising from repair of the Facility as a result of the Casualty except for rent & fee reduction as hereinafter provided. The County shall be responsible at its sole cost and expense for the replacement of its personal property.

(B) The Foundation may only elect to terminate the Agreement due to Casualty if: the Facility has been destroyed or substantially destroyed by said Casualty; and the estimated time to repair the Facility exceeds 240 days from the date of the Casualty. The Foundation shall provide the County with written notice of its election to terminate within 30 days after the date of Casualty.

(C) In the event of Casualty, the County's obligation to pay rent & fees shall be reduced beginning on the date of the Casualty. Such reduction shall be proportional to the damage caused to the Facility by the Casualty as determined by the County. If the Foundation elects to repair the Facility pursuant to the terms of this Agreement, then the rent & fee reduction shall continue until the date of the local governing body issuing a safe to stock certificate for the Facility.

(D) If the County does not receive a Notice of Repair from Foundation within 30 days after Casualty, or if the anticipated period of repair contained in the Notice of Repair exceeds 240 days, then the County may elect to terminate this Agreement as hereinafter provided. In such case, the County shall have the right to demand that the Foundation refund any monies which, in the judgment of the County, were paid to the Foundation pursuant to the Agreement but which were not earned by the Foundation by consequence of the Casualty. Upon receipt of such demand, the Foundation shall promptly refund all such monies.

12.4 Surrender of Possession. Upon the expiration or termination of this Agreement, the County will surrender the Facility to Foundation in such condition as that existing at the commencement of this Agreement, less reasonable wear and tear, less the effects of any Casualty as herein defined, and less the effects of any breach of the Foundation's covenant to maintain. The County will not be responsible for any damage with the County is not obligated here under to repair.

12.5 Improvements to the Facility and Alterations. County shall make no alterations, installations, changes, or additions in or to the Facility or the Building (collectively Alterations). Alterations shall not include moveable office furniture, office furnishings, or office equipment.

(A) County may request that Foundation perform minor Alterations to the Facility. Such improvements may include such improvements as upgrades to door fixtures, the addition of electrical outlets, and other similar minor improvements. Subject to Foundation's approval, Foundation agrees to provide County with an estimate of the cost of such Alterations. Upon County's approval of the estimate provided by Foundation, Foundation shall perform the improvements. County agrees to reimburse Foundation for the actual cost of such approved Alterations. An invoice for this cost shall be provided to County after the completion of the Alterations and will be paid by County to Foundation within 45 days of receipt of the invoice. Such Alterations shall not exceed a total of $30,000 for the full Term of this License.

(B) County shall keep the Facility and the Building free from any mechanic's liens, vendors liens, or any other liens arising out of any work performed, materials furnished or obligations incurred by County, and County agrees to defend, indemnify and hold Foundation harmless from and against any such lien or claim or action thereon, together with costs of suit and reasonable attorneys' fees and costs incurred by Foundation in connection with any such claim or action. All expenses (including reasonable attorneys' fees) incurred by Foundation in connection with any such liens shall be considered additional under this License and shall be payable by County within 45 days of an invoice provided by Foundation to County.

12.6 Fixtures. The Foundation agrees that any equipment, fixtures or apparatus installed in or on the Facility by the Foundation shall continue to be the property of that governmental entity and may be removed by that governmental entity at any time. The respective governmental entity shall repair damage caused by the removal of its fixtures. Any fixtures not removed with the County surrender possession shall become the property of the Foundation.

12.7 Right of Entry. The Foundation, or its representative(s), upon twenty-four (24) hour notice, shall have the right to enter the licensed areas within the facility at any time during business hours, or at such other time as the County deems appropriate, to make any alterations, repairs or improvements to the licensed areas within the facility. The normal business of the County or its invitees shall not be unnecessarily inconvenienced. In the event of an emergency, the Foundation may enter the licensed areas with the facility at any time without giving prior notice to the County.

12.8 Estoppel Certificate. County shall, at any time upon not less than sixty (60) days' prior written request by Foundation, execute, acknowledge and deliver to Foundation a written estoppel certificate, in a form reasonably satisfactory to Foundation, certifying that this License is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and, if applicable, the dates to which the monthly rent & fees and any other charges have been paid in advance. Any such statement delivered pursuant to this Section 12.8 may be relied upon by third persons, including a prospective purchaser or encumbrancer of the Facility.

12.9 Subordination, Non-Disturbance, and Attornment. If after the Effective Date, Foundation desires to obtain a loan from a bank (the "Bank") and thereby encumber the Facility with a deed of trust {"Deed of Trust"), the Parties agree, and Foundation shall cause the Bank, as beneficiary of the Deed of trust, to agree, to enter into a Subordination, Non-Disturbance, and Attornment Agreement ("SNDA") in form and substance reasonably acceptable to County, Foundation, and the Bank. The agreed-upon SNDA shall include the following terms, generally outlined below, which outline not an exhaustive list of terms, or the specific terms, for the agreed-upon SNDA:

(A) This County shall subordinate the priority of this License to the Deed of Trust;

(B) In the event of a foreclosure of the Deed of Trust, or a transfer of the Real Property in lieu thereof or in any other manner whereby Bank or its successors-in-interest succeed to the interest of Foundation under this License, so long as there shall then exist no breach or event of default by County under this License which has continued to exist for such period of time (after notice, if any, required by this License) as would entitle Foundation to terminate this License: (a) this License, including the Licensed interest of County hereunder shall not be disturbed or otherwise adversely affected by reason of such foreclosure or transfer of the Real Property in lieu thereof or in any other manner;(b) other than as set forth in the SNDA, none of County's rights and interest under this License, shall be affected in any way by reason of any default under the Deed of Trust, and this License shall continue in full force and effect; (c) Bank and its successors-in-interest shall recognize and accept County as the County under this License, subject to the terms and conditions of this License as modified by the SNDA; (d) the Bank and its successors-in-interest as Foundation under this License, shall have all of the rights and obligations of Foundation under this License (provided that neither Bank nor such successors-in-interest shall be liable for any act or omission of Foundation as the prior Foundation under this License, except that County shall be entitled to exercise all of its rights and remedies under this License with respect to continuing defaults hereunder resulting from the acts or omissions of Foundation arising after Bank, or its successor-in-interest, has received County's notice to Bank, or its successor-in-interest, with respect to such defaults and has not, after a reasonable opportunity to cure, under the SNDA cured the same under the

SNDA; (e) Bank shall not join County as a party defendant in any action or foreclosure proceeding unless such joinder is with respect to this License, including the Real Property, and required by law to foreclose the Deed of Trust, then only for such purpose and not for the purpose of terminating this License; and (g) County shall to attorn to the Bank, and its transferee, as if the Bank and such transferee were Foundation under this License;

(C) Upon County's receipt of written demand from Bank, which shall include notice of same has been given in writing to Foundation, that Bank has elected to terminate the license granted to Foundation to collect Rents & Fees from County under this License, as provided in the Deed of Trust, and directing Lesse to make payment thereof directly to Bank, (a) Lesse shall, for any Rents & Fees due and payable thirty (30) days thereafter, comply with such written demand and direction to pay and shall not be required to determine whether Foundation is in default under any obligations to Bank, or to honor any conflicting demand from Foundation, and (b) County shall be entitled to full credit under this License for any Rents & Fees paid to Bank in accordance with such written demand and direction to the same extent as if such Rents & Fees were paid directly to Foundation;

(D) Any disputes between or among the Bank, including its successors-in-interest, and Foundation shall be dealt with and adjusted solely between or among the Bank, including its successors-in-interest, and Foundation; and

(E) The SNDA shall be governed by California law.

12.10 Modification. Except as provided in Article 6, “Termination and Suspension,” this Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Foundation acknowledges that County employees have no authority to modify this Agreement except as expressly provided in this Agreement.

12.11 Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party.

12.12 Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.

12.13 Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. The Foundation consents to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.

12.14 Construction. The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.

12.15 Days. Unless otherwise specified, "days" means calendar days.

12.16 Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.

12.17 Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.

12.18 No Waiver. Payment, waiver, or discharge by the County of any liability or obligation of the Foundation under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Foundation and does not prohibit enforcement by the County of any obligation on any other occasion.

12.19 Entire Agreement. This Agreement, including its exhibits, is the entire agreement between the Foundation and the County with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.

12.20 No Third-Party Beneficiaries. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.

12.23 Authorized Signature. The Foundation represents and warrants to the County that:

(A) The Foundation is duly authorized and empowered to sign and perform its obligations under this Agreement.

(B) The individual signing this Agreement on behalf of the Foundation is duly authorized to do so and his or her signature on this Agreement legally binds the Foundation to the terms of this Agreement.

12.24 Force Majeure. The Parties shall not be liable for any failure or delay in the performance of their respective obligations hereunder caused by forces beyond its reasonable control, including, but not limited to the following, acts of God, nature or war; riots; pandemics; (each an event of "force majeure"), provided however, (a) as soon as commercially practicable after the occurrence of any such event of force majeure, the party claiming an event of force majeure shall promptly provide written notice thereof to the other party and in such notice shall give reasonably full particulars concerning the nature, scope and anticipated duration of the event of force majeure, and unless such party gives notice of the cessation, or extension, of the occurrence of the event of force majeure, the event of force majeure shall be deemed to have ceased as of the date in such notice, or subsequent notice for the same event, of force majeure, and (b) an event of force majeure will in no event include economic hardship, or acts, omissions, circumstances, or events caused by, or through, a third party that is under contract with a party where and to the extent that the acts, omissions, circumstances, or events caused by, or through, the third party could have been avoided by commercially-reasonable, timely, and diligent management or administration of the third party's performance of its contractual obligations and duties under its contract by the party to such contract.

12.25 Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

12.26 Electronic Signatures. The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An "electronic signature" means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

[*SIGNATURE PAGE FOLLOWS*]

The parties are signing this Agreement on the date stated in the introductory clause.

LESSOR
SHERIFF'S FOUNDATION FOR PUBLIC SAFETY

David Allumbaugh, Chairman

P.O. Box 1512
Fresno, CA 93716

LESSEE
COUNTY OF FRESNO

Garry Bredefeld
Chairman of the Board of Supervisors of the County of Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: ______________________
Deputy

For accounting use only:

Org No.:	31112414
Account No.:	7340
Fund No.:	0001
Subclass No.:	10000

Exhibit A

Licensed Facility

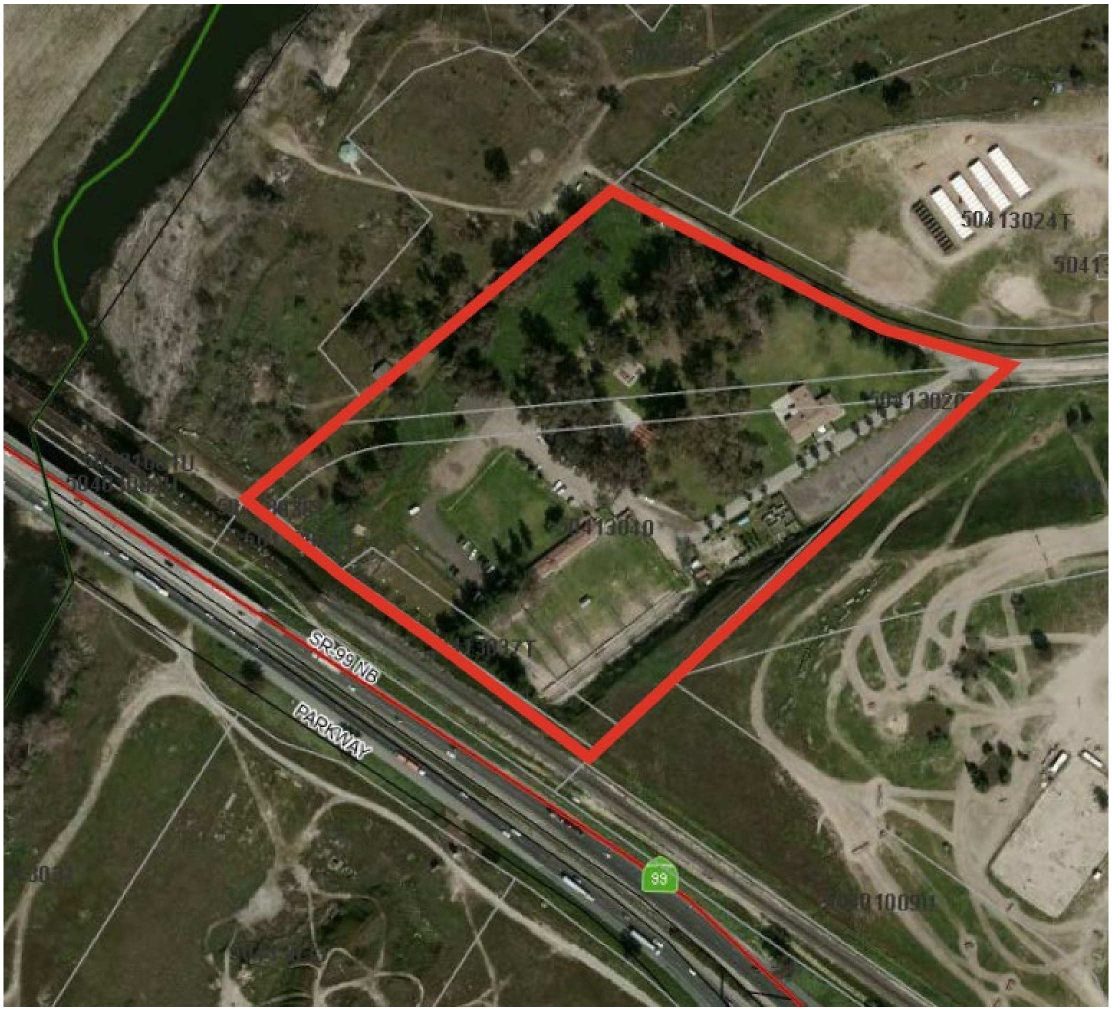

Exhibit B

Annual Rent & Fee Schedule

(Based on 660 shooters qualifying quarterly)

Yearly Rent & Fee Schedule with an Approximate Six Percent (6%) Increase Each Year

Range Use	Year 1	Year 2	Year 3	Year 4	Year 5
Exclusive Use of Range 3; and Non-exclusive use of Ranges #2, 4, 5, & 6	$ 116,000.00	$122,960.00	$130,337.60	$138,157.86	$146,447.33
Exclusive Use of Clubhouse Training Room	$ 14,000.00	$14,840.00	$15,730.40	$16,674.22	$17,674.68
Exclusive Use of Tactical Training Area	$ 14,000.00	$14,840.00	$15,730.40	$16,674.22	$17,674.68
PG&E (Exclusive use of Range 3)	$ 15,000.00	$15,900.00	$16,854.00	$17,865.24	$18,937.15
District Attorney's Office Range Fees	$ 12,000.00	$12,720.00	$13,483.20	$14,292.19	$15,149.72
Total Cost Per Year	**$ 171,000.00**	**$181,260.00**	**$192,135.60**	**$203,663.73**	**$215,883.56**
Total Cost Per Month	**$ 14,250.00**	**$15,105.00**	**$16,011.30**	**$16,971.98**	**$17,990.30**

License Maximum	**$ 963,942.89**

Exhibit C

Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a Foundation's board of directors ("County Foundation"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

> "A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

(1) Enter board member's name, job title (if applicable), and date this disclosure is being made.

(2) Enter the board member's company/agency name and address.

(3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:

   a. The name of the agency/company with which the corporation has the transaction; and

   b. The nature of the material financial interest in the Corporation's transaction that the board member has.

(4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit C

(1) Company Board Member Information:			
Name:		**Date:**	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (PLicense describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Exhibit D

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

(A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars ($2,000,000) per occurrence and an annual aggregate of Four Million Dollars ($4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.

(B) **Property Insurance.** Against all risk of loss to property, at full replacement cost with no coinsurance penalty provision.

(C) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.

(D) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.

(E) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and for disease.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

(i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.

(ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.

(iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

(B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

(D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.

(E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.

(F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

EXHIBIT E
L-308

SHERIFF'S FOUNDATION FOR PUBLIC SAFETY
FACILITY USE RULES

The Sheriff's Foundation for Public Safety ("Foundation") is a non-profit organization formed in the 1950's for the purpose of providing a training facility for local law enforcement officers within Fresno County. In the 1960's the Fresno Peace Officers Association purchased this sixteen-acre site and began developing it as a multi-use facility for law enforcement. Ownership changed to the Foundation in June 2014.

The facility now is divided into a five range live firearms section, a park and clubhouse section which provided for an indoor classroom and outdoor facility for training and social gatherings, and a section for K-9 training.

Since the complex has become a multi-use facility with multiple agencies utilizing it, the following Rules for Use must be followed:

- Any use of any section of the facility must be reserved prior to its use. To make a reservation pLicense call (559) 275-1746 (Range Training Staff).
- Before any agency can utilize any section/range/or classroom, a contract must be signed with this Association. Contracts can be obtained by calling the above number.
- This is a private, closed facility, and the use of these facilities is by agency contract only. Contract agency personnel are only allowed to use the facility when that agency is conducting training at the facility.
- The range section of the facility is restricted to adult firearms training and is restricted to individuals with proper protective hearing and eye protection. No young children are allowed into this area without adult supervision.
- Use of alcoholic beverages is restricted to the picnic area of the park or clubhouse in the park and only if a social function is in effect. ABSOLUTELY NO ALCOHOL IS ALLOWED ON OR AROUND THE RANGE SECTION OF THIS FACILITY.
- There are designated parking areas/lots at the facility for parking vehicles. The park and property (located behind the range house) are OFF LIMITS FOR PARKING. Licensee to adhere to the restricted parking areas that are curbed or outlined with poles. Licensee to use the loading and unloading parking area located on the west side entrance of the clubhouse when needing to unload or load equipment/supplies. The patio area of the clubhouse should not be utilized for parking.
- Tear gas munitions or EOD explosives are not allowed at this facility. Burning or expulsion types of tear gas munitions are not allowed at this facility and should not be utilized. EOD explosives are strictly prohibited. The drift of these types of

munitions have caused a safety concern for individuals utilizing the facility as well as a safety concern for motorists traveling on the 99 Freeway located just west of the facility. EOD explosives have created damage to buildings and ground.

- Less lethal type impact weapons use is restricted to the firing range area of the facility. The qualification or use of these types of weapons (pepperball, beanbag, etc.) should only be done on a shooting range. The firing of these weapons in the park or against a building is prohibited.
- The large classroom located in the clubhouse is not a gymnasium and should not be utilized as such. Any use of mats for defensive tactics training or baton training should be rolled up and put away after each use. (Remember that this is a multi-use facility and sometimes classrooms are used for 8-16 hours a day.)
- The use of simunitions or paintball type munitions are restricted from use inside the classrooms.