



## KATELLA TRAINING FACILITY RENTAL LICENSE

THIS KATELLA TRAINING FACILITY RENTAL LICENSE AGREEMENT ("**License**"), is made \_\_\_\_\_, 2012 ("**Effective Date**"), by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "**COUNTY**"), and the Regents of the University of California, a California Corporation, (hereinafter referred to as "**LICENSEE**"), without regard to number and gender.

### RECITALS

WHEREAS, LICENSEE desires the use of a convenient and suitable facility for proficiency training and qualification of its personnel in any one or in any combination of the following training facilities: Live Fire Ranges, Tactical Range, Tactical Village, and Classrooms.

WHEREAS, COUNTY owns a duly licensed firearms range, tactical range, and tactical village, known collectively as the Katella Training Facility ("**Facility**"), as defined below, which meets or exceeds LICENSEE's training needs.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises contained herein, COUNTY hereby grants to LICENSEE a non-exclusive right to use aforementioned Facility on the terms and subject to the conditions and agreements as follows:

#### 1. DEFINITIONS (PML2.1 N)

The following words in this License have the significance attached to them in this clause, unless otherwise apparent from context:

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

"**Captain**" means the Captain of the Sheriff-Coroner, County of Orange in charge of the Facility, and designee of Sheriff.

"**County Counsel**" means the legal Counsel of the County of Orange, or designee, or upon written notice to LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

"**County Executive Officer**" means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to COUNTY, such other person or entity as shall be designated by the Board of Supervisors.



2 **"LICENSEE"** means the named institutional renter, as disclosed by this agreement,  
together with its entire staff or any students entering the License Area under rights granted  
it in this License agreement.

4 **"Risk Manager"** means the Risk Manager of the County Executive Office (CEO)/Risk  
6 Management Department, County of Orange, or designee, or upon written notice to  
LICENSEE, such person or entity as shall be designated by the County Executive Officer  
8 or the Board of Supervisors.

10 **"Sheriff"** means the Sheriff of the County of Orange, or designee, or upon written notice  
to LICENSEE, such person or entity as shall be designated by the Board of Supervisors.

12 **"Treasurer-Tax Collector"** means the Treasurer-Tax Collector, County of Orange, or  
14 designee, or upon written notice to LICENSEE, such other person or entity as shall be  
designated by the Board of Supervisors.

## 16 2. **TERM (PML3.1 S)**

18 This License shall become effective on the Effective Date and shall be automatically  
20 extended in one year increments, unless otherwise terminated as provided in Clause 3  
(TERMINATION) of this License.

## 22 3. **TERMINATION (PML3.2 S)**

24 This License shall be revocable by either COUNTY's Sheriff or LICENSEE at any time;  
26 however, as a courtesy to LICENSEE, COUNTY's Sheriff will attempt to give thirty (30)  
days prior written notice to LICENSEE upon revocation.

## 28 4. **LICENSE AREA (PML4.1 N)**

30 COUNTY grants to LICENSEE the non-exclusive right to use a portion of COUNTY's  
32 Katella Training Facility, delineated by range bays, tactical range, tactical village, and  
classrooms, restrooms and lounge areas and characterized by live ammunition and  
34 Simunition training, and instructional training, located at 1900 West Katella Avenue in the  
City of Orange ("**Facility**") commonly known as the Law Enforcement and Firing Ranges,  
36 Tactical Range, Tactical Village, Classrooms, Restrooms and Lounge areas, shown on a  
plot plan attached as **Exhibit "A"** of this License, and incorporated by reference herein.  
38 "License Area" means the portion(s) of the Facility reserved by LICENSEE for the dates  
and times for LICENSEE's use and approved by Sheriff. Captain may further define  
40 License Area upon notice to LICENSEE at Captain's discretion. LICENSEE shall have free  
and in common use of the parking areas shown on **Exhibit A**.





## 5. LICENSEE FEE (PML6.2 N)

LICENSEE agrees to pay COUNTY all pertinent license fees in accordance with the license fees described in **Exhibit "B,"** which exhibit is attached hereto and by reference made a part hereof. The number of persons comprising LICENSEE's user group, (hereinafter referred to as "**User Group**"), shall be determined by Sheriff, at Sheriff's sole discretion, as Sheriff may deem appropriate under the circumstances.

Sheriff shall invoice LICENSEE within thirty (30) days after LICENSEE's use of License Area. LICENSEE agrees to pay invoice within thirty (30) days after receipt of same.

Sheriff reserves the right, at any time, to pro-rate, reduce, increase, adjust, or waive such license fees (collectively, "license fees adjustment") based on one or more of the following factors:

- (1) The proposed use or operation of the Facility or any portion thereof by or for LICENSEE shall be unduly burdensome on such Facility;
- (2) LICENSEE's proposed use or the date and time of such use of the Facility requires additional or unique services to be performed or provided by Sheriff;
- (3) LICENSEE shall provide certain offsetting services or tangible benefits to Sheriff or the County of Orange;
- (4) There are new, unexpected or increased (or decreased) costs and expenses incurred by Sheriff in operating the License Area; or
- (5) The market fees described under this License are less than current market rates charged in other similar facilities.
- (6) Sheriff directs that a 5% or less increase in the license fees be instituted. In no event shall license fees be increased more than once annually.

In the event such license fee adjustments becomes necessary, LICENSEE shall be given sixty (60) days prior written notice by Sheriff of any increased amounts.

## 6. PAYMENT PROCEDURE (AMLC 7.1 S)

All payments shall be delivered to the County of Orange, Office of Treasurer-Tax Collector, Revenue Recovery/Accounts Receivable Unit, P.O. Box 4005 (630 North Broadway), Santa Ana, California 92702-4005. The designated place of payment may be changed at any



time by COUNTY upon ten (10) days written notice to LICENSEE. Fee payments may be made by check payable to the County of Orange. LICENSEE assumes all risk of loss if payments are made by mail.

No payment by LICENSEE or receipt by COUNTY of a lesser amount than the payment due shall be deemed to be other than on account of the payment due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as payment be deemed an accord and satisfaction, and COUNTY shall accept such check or payment without prejudice to COUNTY's right to recover the balance of said payment or pursue any other remedy in this License.

## **7. TRAINING FACILITIES (N)**

### **TACTICAL VILLAGE TRAINING**

The Tactical Village has three levels of participant involvement, representing tactical movement, interactive scenario training, and force-to-force training. For force-to-force scenario training, Simunition is required. Specially modified firearms are provided, as well as required safety gear, including helmets with full-face shields, neck protectors, chest protectors, and gloves.

#### **Tactical Movement Training**

All eight buildings in the Tactical Village are available for movement drills, including cover and concealment, entries, and buildings searches. Safety checked and taped firearms are permitted, with NO LIVE AMMO. Replica rubber guns are provided at no cost, if requested, for participant use. COUNTY shall determine scheduling and inclusion of Tactical Village buildings.

#### **Interactive Scenario Training**

All of the parameters for Tactical Movement Training are included, with role players and evaluators added for real-life interactive scenarios. Participants are evaluated on their abilities to resolve the scenario.

#### **Force-on-Force Scenario Training**

Force-on-Force Scenario Training shall include the components of Interactive Scenario Training. In addition, Force-on-Force Scenario Training shall also include Simunition, Simunition equipped firearms, and all related safety gear. Role players are similarly equipped and interact with the participants during the scenarios, reinforcing officer safety techniques.





The maximum class size shall be 24, which requires 3 scenarios. Each scenario shall have 2 role players and 1 evaluator. Evaluator cost may be minimized or eliminated if the Tactical Training Center, ("TTC"), staff has no scheduling conflicts. Elimination of Evaluator cost shall be at the sole discretion of COUNTY. Evaluators will also act as safety officers during Interactive Scenario Training and Force-on-Force Scenario Training.

For the purpose of this LICENSE, evenings in the Tactical Village are those hours starting at 1500 hours or later.

### **DRIVING AND FORCE OPTION SIMULATORS**

Driving Simulators are situated within the TTC and consist of four (4) driving pods in a classroom setting. Participants are lectured by certified driving instructors as to proper defensive driving techniques, accident avoidance maneuvers, pursuit driving, and "Code Three" emergency vehicle operation procedures. Participants will operate the Driving Simulators, applying the lecture lessons to the interactive driving programs on the simulators.

The Force Option Simulator is located in a separate classroom adjacent to the Driving Simulators and may be employed in conjunction with the Driving Simulators. Force Option classes are taught by certified firearms instructors specially trained in tactical decision making and officer safety techniques. The Force Option Simulator projects shoot/don't shoot scenarios, based on actual incidents, on a 12 ft. screen. Scenarios are interactive based on the participants actions, and have multiple endings. Participants are armed with dry-fire laser weapons, pepper spray, and batons.

For both Driving Simulator classes and Force Option classes, including combination classes, the maximum class size shall be 8, and require 2 instructors to maintain P.O.S.T. certification for the classes.

### **CLASSROOMS**

Classrooms for general instruction purposes may be rented out for whole or half days with rental rates as provided on **Exhibit B** of this License. All classroom rentals shall be for the entire classroom and no portioning of a classroom shall be permitted. Classrooms 101 and 102 can seat up to 40 persons; Classroom 103 can seat up to 30 persons; Classroom 201 can seat up to 65 persons; Classroom 202 and 203 can seat up to 45 persons each.





## 8. PROCESSING FEE (AMLC 6.4 S)

Upon approval by COUNTY of this License, LICENSEE shall pay to COUNTY a processing fee of One Thousand One Hundred Dollars (\$1,100) for issuance of this License. Said processing fee is deemed earned by COUNTY and is not refundable. COUNTY shall provide LICENSEE with an invoice for processing fee and LICENSEE shall promptly pay the total processing fee amount within thirty (30) days after receipt of invoice.

## 9. USE AND SCHEDULING (PML5.1 N)

LICENSEE's and User Group's use of the License Area shall be on a first-come, first-serve basis, except however, LICENSEE agrees and understands that Sheriff Deputy training in all areas of the Facility, including the reservation of classrooms, shall be on a priority basis and take precedence over scheduling of activities, uses, and events by LICENSEE. Reservations may be made for especially large or special classes and shall be during those days and times pre-arranged and designated by mutual agreement between LICENSEE, acting through and represented by the LICENSEE, or his written designee, and COUNTY, represented by Sheriff.

At the option of LICENSEE, Sheriff shall provide written confirmation of the agreed upon date and time of use of the License Area. Where a confirmation is required, it may be prepared by Sheriff's personnel on duty at the License Area, and transmitted by mail, fax, or making a copy available for LICENSEE to pick-up at the Facility.

Cancellation of any scheduled events shall be coordinated with Sheriff. LICENSEE agrees to pay a cancellation fee equal to the COUNTY's set up costs for the scheduled event plus 10% when such cancellation occurs less than forty-eight (48) hours prior to the scheduled event. Sheriff may waive cancellation fees at Sheriff's sole discretion.

LICENSEE's and User Group's use of the License Area shall be limited to those areas defined by the License Area and shall be restricted to the terms of this License and the **GENERAL CONDITIONS** attached hereto and by reference incorporated herein.

At all times LICENSEE is conducting firearms training at the License Area, LICENSEE shall have present and supervising its operations, a Certified Rangemaster, Weapons Instructor or other Safety Officer with firearms training and experience adequate, in the sole discretion of Sheriff, to serve in that capacity (i.e., NRA, FBI or P.O.S.T. Certification or other recognized training certification). LICENSEE is not required to have a Certified Rangemaster, or any other Safety Officer present during individual officer qualifications.

LICENSEE agrees not to use the License Area for any other purpose nor to engage in or permit any other activity within or from the License Area. LICENSEE further agrees not to





conduct or permit to be conducted any public or private nuisance in, on, or from the License Area, not to commit or permit to be committed waste on the License Area, and to comply with all governmental laws and regulations in connection with its use of the License Area.

#### 10. SAFETY PRECAUTIONS (N)

LICENSEE and LICENSEE's User Group shall use all safety precautions customarily used by law enforcement officers when engaged in activities of the type for which LICENSEE uses License Area, and LICENSEE and LICENSEE's User Group shall follow all such additional safety precautions as may be prescribed by Sheriff.

#### 11. LIMITATION OF THE LICENSE (PML13.2 S)

This License and the rights and privileges granted LICENSEE in and to the License Area are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. This includes, but is not limited to, on-site verbal instructions communicated to LICENSEE and LICENSEE's User Group by Sheriff's personnel on duty at the License Area.

Nothing contained in this License or in any document related hereto shall be construed to imply the conveyance to LICENSEE of rights in the License Area, which exceed those owned by COUNTY.

#### 12. INSURANCE (AML10.1 S) *UC Self Insurance Program OR.*

LICENSEE agrees to purchase all required insurance at LICENSEE's expense and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this License have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the COUNTY during the entire term of this License. This License shall automatically terminate at the same time LICENSEE's insurance coverage is terminated. If within ten (10) business days after termination under this Clause LICENSEE obtains and provides evidence of the required insurance coverage acceptable to COUNTY's Risk Manager, this License may be reinstated at the sole discretion of COUNTY's Risk Manager. LICENSEE shall pay COUNTY Four Hundred Fifty (\$450) Dollars for processing the reinstatement of this License.

LICENSEE agrees that LICENSEE shall not operate on the License Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of COUNTY's Risk Manager. In no cases shall assurances by LICENSEE, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY's Risk Manager, will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. LICENSEE also agrees that upon cancellation, termination, or expiration of LICENSEE's insurance, COUNTY may take whatever steps are necessary to interrupt





any operation from or on the License Area until such time as the COUNTY's Risk Manager, reinstates the License.

If LICENSEE fails to provide COUNTY's Risk Manager, with a valid certificate of insurance and endorsements, or binder at any time during the term of the License, COUNTY and LICENSEE agree that this shall constitute a material breach of the License. Whether or not a notice of default has or has not been sent to LICENSEE, said material breach shall permit COUNTY to take whatever steps necessary to interrupt any operation from or on the License Area, and to prevent any persons, including, but not limited to, members of the general public, and LICENSEE's employees and agents, from entering the License Area until such time as COUNTY's Risk Manager, is provided with adequate evidence of insurance required herein. LICENSEE further agrees to hold COUNTY harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the COUNTY's action.

All contractors performing work on behalf of LICENSEE pursuant to this License shall obtain insurance subject to the same terms and conditions as set forth herein for LICENSEE. LICENSEE shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by COUNTY from LICENSEE under this License. It is the obligation of LICENSEE to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the License Area. Such proof of insurance must be maintained by LICENSEE through the entirety of this License and be available for inspection by a COUNTY representative at any reasonable time.

All self-insured retentions ("SIRs") and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention ("SIR") or deductible in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by COUNTY's Risk Manager.

If LICENSEE fails to maintain insurance acceptable to COUNTY for the full term of this License, COUNTY may terminate this License.

#### Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, COUNTY's Risk Manager retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by LICENSEE shall provide the minimum limits and coverage as set forth below:





<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

#### **Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

#### **Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the Licensee's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.





All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy)

Insurance certificates should be forwarded to the COUNTY address provided in Clause 15 (NOTICES) below or to an address provided by COUNTY's Risk Manager. LICENSEE has ten (10) business days to provide adequate evidence of insurance or this License may be cancelled. COUNTY expressly retains the right to require LICENSEE to increase or decrease insurance of any of the above insurance types throughout the term of this License. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

COUNTY shall notify LICENSEE in writing of changes in the insurance requirements. If LICENSEE does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this License may be in breach without further notice to LICENSEE, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit LICENSEE's liability hereunder nor to fulfill the indemnification provisions and requirements of this License, nor in any way to reduce the policy coverage and limits available from the insurer.

### **13. TERMINATION OF PRIOR AGREEMENTS (AMLC-12.1 S)**

It is mutually agreed that this License shall terminate and supersede any prior agreements between the parties hereto covering all or any portion of the License Area. Notwithstanding the foregoing, this provision shall not release Licensee from any obligations under any prior agreements to be performed through the effective date of this Agreement or from any obligations of indemnification based upon events occurring prior to the effective date of this Agreement.

### **14. BEST MANAGEMENT PRACTICES (AMLC 15.1 N)**

LICENSEE and all of LICENSEE's, subtenants, agents, employees and contractors shall conduct operations under this License so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).





The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("NPDES") permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the License Area licensed under this License. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("DAMP") which includes a Local Implementation Plan ("LIP") for each jurisdiction that contains Best Management Practices ("BMPs") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the COUNTY's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

The use under this License does not require BMP Fact Sheet.

## 15. NOTICES (PML14.1 S)

Except as provided in Clause (USE AND SCHEDULING), all notices pursuant to this License shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail in the State of California duly registered or certified with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, COUNTY may also provide notices to LICENSEE by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon receipt.

TO: COUNTY  
Orange County Sheriff's Dept.  
320 N. Flower St., Suite 108  
Santa Ana, CA 92703  
Attn: Real Property Agent

TO: LICENSEE  
The University of California, Irvine  
Marla Purcell, Administrative Manager  
UCI Police Department  
100 Public Services Building





Telephone: (714) 834-5233

Irvine, CA 92697

Telephone: (949) 824-6909

Email: [mpurcell@uci.edu](mailto:mpurcell@uci.edu)

**16. ATTACHMENTS TO LICENSE (PML15.1 S)**

This License includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS

II. EXHIBITS

Exhibit A – PLOT PLAN

Exhibit B – License Fee Rates

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IN WITNESS WHEREOF, the parties have executed this License as of the day and year first written above.

**COUNTY**

**APPROVED AS TO FORM:**

OFFICE OF COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

By: Thomas A. Wille  
Deputy

Date: 12/3/12

**RECOMMENDED FOR APPROVAL:**

Sheriff-Coroner  
Real Property Services

By: [Signature]  
Senior Real Property Agent

**SIGNED AND CERTIFIED THAT A COPY  
OF THIS DOCUMENT HAS BEEN DELIVERED  
TO THE CHAIR OF THE BOARD OF  
SUPERVISORS PER G.C. § 25103,  
RESOLUTION 79-1535**

SUSAN NOVAK  
Clerk of the Board of Supervisors of  
Orange County, California

**COUNTY OF ORANGE**

By: \_\_\_\_\_  
Chair, Board of Supervisors  
County of Orange

**LICENSEE**

The Regents of the University of  
California, a California Corporation

By: [Signature]  
Rick Coulon, Interim Director  
Materiel & Risk Management

Date: 11/14/12





## GENERAL CONDITIONS

### 1. PERMITS AND LICENSES (AMLC - GC1 S)

LICENSEE shall be required to obtain any and all permits and/or licenses which may be required in connection with the operation of the License Area as set out herein. No permit, approval, or consent given hereunder by COUNTY, in its governmental capacity, shall affect or limit LICENSEE's obligations hereunder, nor shall any approvals or consents given by COUNTY, as a party to this License Agreement, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

### 2. SIGNS (AMLC-GC2 S)

LICENSEE agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon License Area except as approved by Sheriff. Unapproved signs, banners, flags, etc., may be removed.

### 3. LICENSE ORGANIZATION (AMLC-GC3 S)

The various headings and numbers herein, the grouping of provisions of this License into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

### 4. AMENDMENTS (AMLC-GC4 S)

This License is the sole and only agreement between the parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this License shall be in writing and shall be properly executed by both parties.

### 5. UNLAWFUL USE (AMLC-GC5 S)

LICENSEE agrees no improvements shall be erected, placed upon, operated, nor maintained on the License Area, nor any business conducted or carried on therein or therefrom, in violation of the terms of this License, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

### 6. INSPECTION (AMLC-GC6 S)

COUNTY or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this License are being complied with.





## 7. HOLD HARMLESS (PMGE10.1 S)

LICENSEE hereby releases and waives all claims and recourse against COUNTY, including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this Lease except claims arising from the concurrent active or sole negligence of COUNTY, its officers, agents, employees and contractors. LICENSEE hereby agrees to indemnify, defend (with counsel approved in writing by COUNTY), and hold harmless, COUNTY, its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the property described herein, and/or LICENSEE's exercise of the rights under this Lease, except for liability arising out of the concurrent active or sole negligence of COUNTY, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If COUNTY is named as co-defendant in a lawsuit, LICENSEE shall notify COUNTY of such fact and shall represent COUNTY in such legal action unless COUNTY undertakes to represent itself as co-defendant in such legal action, in which event, LICENSEE shall pay to COUNTY its litigation costs, expenses, and attorneys' fees. If judgment is entered against COUNTY and LICENSEE by a court of competent jurisdiction because of the concurrent active negligence of COUNTY and LICENSEE, COUNTY and LICENSEE agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

LICENSEE acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.*

LICENSEE, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

## 8. TAXES AND ASSESSMENTS (AMLC-GC8 S)

Although not anticipated, should this License create a possessory interest which is subject to the payment of taxes levied on such interest, it is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable in connection with this License or upon fixtures, equipment, or other property used in connection with this License, shall be the full responsibility of LICENSEE, and LICENSEE shall cause said taxes and assessments to be paid promptly.





**9. PARTIAL INVALIDITY (AMLC-GC9 S)**

If any term, covenant, condition, or provision of this License is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

**10. WAIVER OF RIGHTS (AMLC-GC10 S)**

The failure of COUNTY to insist upon strict performance of any of the terms, covenants, or conditions of this License shall not be deemed a waiver of any right or remedy that COUNTY may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the License thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant, or condition of the License. Any waiver, in order to be effective, must be signed by the party whose right or remedy is being waived.

**11. CONDITION OF LICENSE AREA UPON TERMINATION (AMLC-GC11 S)**

Except as otherwise agreed to herein, upon termination of this License, LICENSEE shall redeliver possession of said License Area to COUNTY in substantially the same condition that existed immediately prior to LICENSEE's entry thereon, reasonable wear and tear, flood, earthquakes, war, and any act of war excepted.

**12. DISPOSITION OF ABANDONED PERSONAL PROPERTY (AMLC-GC12 S)**

If LICENSEE abandons the License Area or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to LICENSEE and left on the License Area 10 days after such event shall be deemed, at COUNTY's option, to have been transferred to COUNTY. COUNTY shall have the right to remove and to dispose of such property without liability therefor to LICENSEE or to any person claiming under LICENSEE, and shall have no need to account therefor.

**13. TIME OF ESSENCE (AMLC-GC13 S)**

Time is of the essence of this License Agreement. Failure to comply with any time requirements of this License shall constitute a material breach of this License.



2     **14. NO ASSIGNMENT (AMLC-G14 S)**

4     The License granted hereby is personal to LICENSEE and any assignment of said license  
6     by LICENSEE, voluntarily or by operation of law, shall automatically terminate the License  
      granted hereby.

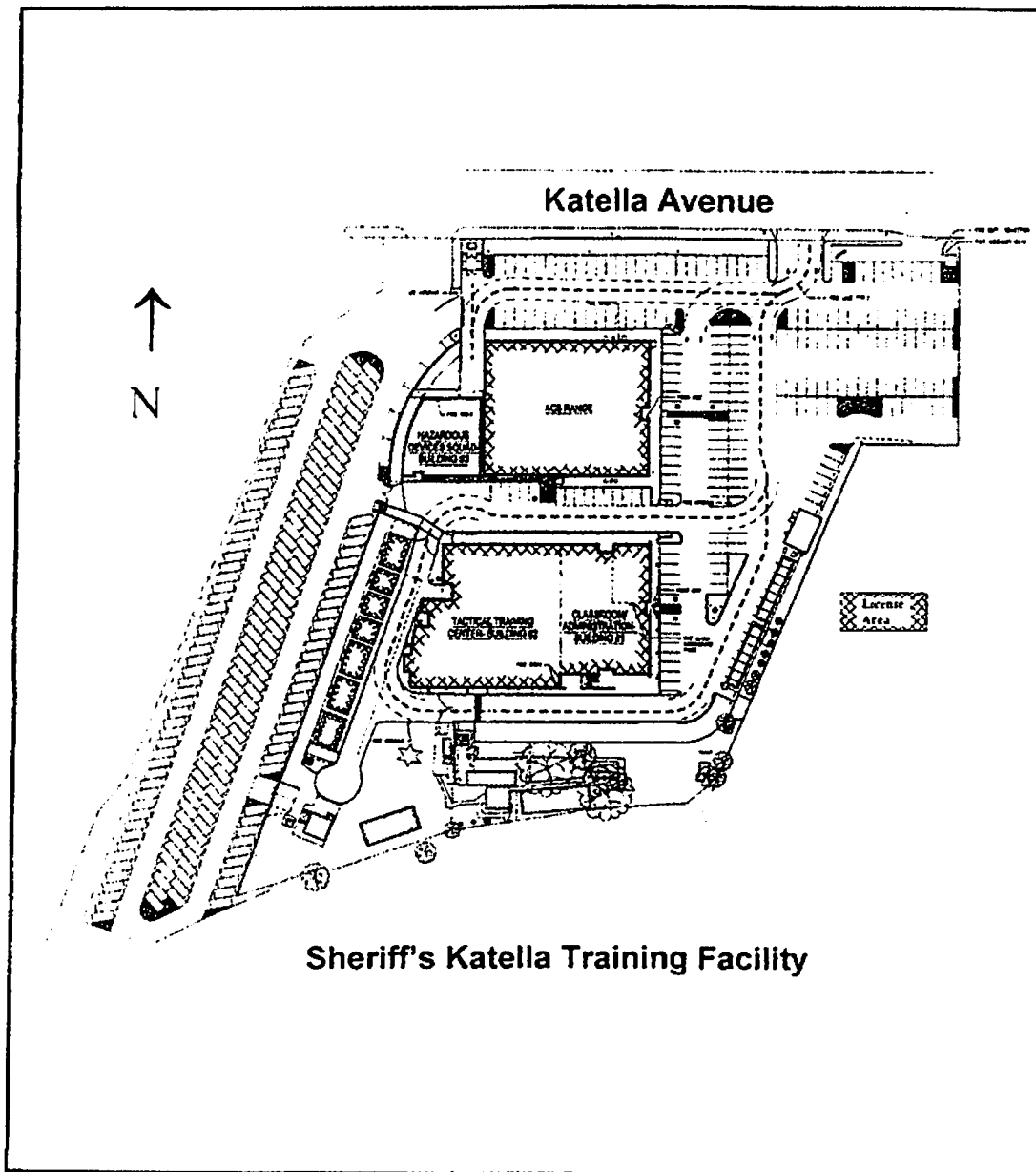
8     **15. PAYMENT CARD COMPLIANCE (AMLC-GC15 S)**

10    Should LICENSEE conduct credit/debit card transactions in conjunction with their business  
12    with the COUNTY, on behalf of the COUNTY, or as part of the business that they conduct,  
14    LICENSEE covenants and warrants that it is currently Payment Card Industry Data  
16    Security Standard ("**PCI DSS**") and Payment Application Data Security Standards ("**PA**  
18    **DSS**") compliant and will remain compliant during the entire duration of this License.  
20    LICENSEE agrees to immediately notify COUNTY in the event LICENSEE should ever  
22    become non-compliant, and will take all necessary steps to return to compliance and shall  
24    be compliant within ten (10) days of the commencement of any such interruption.

26    Upon demand by COUNTY, LICENSEE shall provide to COUNTY written certification of  
      LICENSEE's PCI DSS and/or PA DSS compliance.

22    //  
24    //  
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<b>Plot Plan</b> Katella Training Facility SHERIFF/REAL PROPERTY SERVICES      EXHIBIT A		Prepared: K. Westra Checked: Date: 11/1/2015	COUNTY OF ORANGE O.C.S.D./COMMUNICATIONS
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## **FEE CHARGES**

LICENSEE shall be subject to the following fee charges for use of the LICENSE AREA, which SHERIFF reserves the right, at any time, to pro-rate, reduce, increase, adjust, or waive such fee rates (collectively, rent adjustment) based on one or more of the factors specified in the Clause entitled LICENSE FEE of this License.

### **I. LIVE FIRE RANGES**

#### **A. Ammunition Costs:**

.38 Caliber.....	\$0.19/round
9mm caliber.....	\$0.16/round
.40 caliber.....	\$0.19/round
.45 caliber.....	\$0.22/round
.00 buckshot.....	\$0.38/round
Shotgun Slug.....	\$0.36/round
.223 caliber (frangible).....	\$0.63/round
.223 caliber (FMJ).....	\$0.32/round
Simunition.....	\$0.59/round

### **II. PPC RANGE AND PUBLIC RANGE – LAW ENFORCEMENT USE**

#### **A. Fee Rates:**

4-hour fee, Wednesday through Saturday, evenings at 1700 hours or later.....	\$121.28
4-hour fee, Sunday through Tuesday, days or evenings .....	\$121.28
8-hour fee, Sunday through Tuesday, days or evenings .....	\$181.91
Single law enforcement shooter firing existing course.....	\$8.82/hour

#### **B. Additional Charges**

In addition to the 4 and 8-hour fee charge, an OCSD Weapons Instructor ("Instructor") is required at \$87.50/hour, plus the cost of ammunition. COUNTY will supply targets and cardboards.

Note: Law Enforcement or Government Agency Users of Practical Police Course Range ("PPC"), and Public Range may bring their own ammunition.

### **III. TACTICAL RANGE**

#### **A. Fee Rates:**

4-hour fee, Monday through Friday, days.....	\$385.88
4-hour fee, Monday through Friday, evenings and weekends .....	\$181.91*
8-hour fee, Monday through Friday, days.....	\$551.25
8-hour fee, Monday through Friday, evenings and weekends .....	\$192.94*

## **EXHIBIT B**



## **FEE CHARGES**

### **B. Additional Charges:**

During regular business hours, Monday through Friday, 0800 to 1700 hours, supervision by one Instructor is included in the fee charge. Supervision by additional Instructors will be billed at \$87.50/hour. At all other times, including evenings and weekends, in addition to the fee charge, supervision by an Instructor is required and such supervision is billed at \$87.50/hour. In all cases, ammunition charges will also apply. COUNTY will supply targets and cardboards. For the purposes of this LICENSE, evenings on the Tactical Range are those hours starting at 1500 hours or later.

\* This rate does not include the cost of the Instructor.

## **IV. TACTICAL VILLAGE TRAINING**

### **A. Fee Rates:**

4-hour fee, Monday through Friday, days. ....	\$385.88
4-hour fee, Monday through Friday, evenings and weekends .....	\$181.91*
8-hour fee, Monday through Friday, days.....	\$551.25
8-hour fee, Monday through Friday, evenings and weekends .....	\$192.94*

Role players, dependent on class size and number of scenarios .....	\$22.05/hour/role player
Evaluators, dependent on class size and number of scenarios .....	\$55.13/hour/evaluator

The maximum class size shall be 24, which requires three (3) scenarios. Each scenario shall have two (2) role players and one (1) evaluator. Evaluator cost may be minimized or eliminated if the Tactical Training Center, ("TTC"), staff has no scheduling conflicts and the training occurs during normal business hours. Elimination of Evaluator cost shall be at the sole discretion of COUNTY. Evaluators will also act as safety officers during Interactive Scenario Training and Force-on-Force Scenario Training.

### **B. Additional Charges:**

In addition to the 4 and 8-hour fee charge for Tactical Village Training on evenings and/or weekends, a TTC staff member is required to act as Instructor/Safety Officer and Facility Security at \$135.62/hour. For the purpose of this LICENSE, evenings in the Tactical Village are those hours starting at 1500 hours or later.

\* This rate does not include the cost of the Instructor/Safety Officer/Facility Security Costs.

## **EXHIBIT B**

## **FEE CHARGES**

### **V. DRIVING AND FORCE OPTION SIMULATORS**

#### **A. Fee Rates:**

4-hour fee, Monday through Friday, days .....	\$385.88
4-hour fee, Monday through Friday, evenings and weekends .....	\$496.13
8-hour fee, Monday through Friday, days.....	\$551.25
8-hour fee, Monday through Friday, evenings and weekends .....	\$826.88

#### **B. Additional Charges:**

For both Driving Simulator classes and Force Option classes, including combination classes, the maximum class size shall be 8, and require 2 Instructors at \$135.62/hour each to maintain P.O.S.T. certification for the classes. Fee rates shall remain static in the event the maximum class size is not reached. Classes for Driving Simulators and the Force Option Simulator shall be either 4 or 8 hours in length. Combination classes shall be 8 hours in length (4 hours of Driving Simulators and 4 hours of the Force Option Simulator).

Only TTC staff shall serve as instructors for the Driving and Force Option Simulator classes. In the event classes are scheduled beyond normal business hours (Monday through Friday, 0800-1700), the instruction rate shall be \$135.62/hour per Instructor. For the purpose of this LICENSE, evenings in the Driving/Force Option Simulator classes are those hours starting at 1500 hours or later.

LICENSEE's who schedule three (3) or more successive days of events at any one of the PPC Range, Tactical Range, Tactical Village, and/or the Driving/Force Option Simulator venues shall receive a 50% discount on fee charges for the third such scheduled day. Such discount applies only to those single venues, which are scheduled for three or more successive days. Said discount does not apply to the cost of ammunition or Instructor charges.

### **VI. CLASSROOMS**

The half-day or whole-day fee rate for all classrooms is \$110.25 and \$220.50 per classroom respectively. A half-day consists of 4-hours, and a whole day consists of 8-hours. The whole day fee rate includes a one-hour lunch break.

## **EXHIBIT B**