



Real Estate Assets Department
SDC003

SD Police Revolver Club
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Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



15

**LICENSE AGREEMENT
BETWEEN THE
CITY OF SAN DIEGO POLICE DEPARTMENT
AND
SAN DIEGO POLICE REVOLVER CLUB**

**FOR USE OF THE SAN DIEGO POLICE
DEPARTMENT RANGE AT
4008 FEDERAL BOULEVARD, SAN DIEGO, CA
92102**

This Agreement (AGREEMENT) is entered into by and between THE CITY OF SAN DIEGO POLICE DEPARTMENT, a California municipal corporation (CITY), and SAN DIEGO POLICE REVOLVER CLUB, a California nonprofit corporation ("SDPRC" or "LICENSEE"), to be effective on March 1, 2018 (Effective Date) when executed by the parties and approved by the San Diego City Attorney.

RECITALS

WHEREAS, the mission of LICENSEE is to establish and enhance its leadership role in support of civilian and law enforcement officers training through schools, competitions, services and programs; and

WHEREAS, LICENSEE provides personal instruction of firearms safety and education by staff and industry recognized adjunct instructors and exposes students to the broadest base of techniques, technical and teaching knowledge to produce the highest level of skills to effectively perform as responsible firearms owners; and

WHEREAS, LICENSEE provides continual updating, refining and revising of concepts, technical applications and teaching methods and facilitating basic firearms schools by outside entities engaged in similar goals and objectives; and

WHEREAS, LICENSEE engages in promotion and participation in shooting sport competition for civilians and law enforcement, and aggressively markets programs to all segments of the community; and

WHEREAS, the ultimate goal of LICENSEE is to provide firearms education that prevents injuries and the loss of life through the safe, effective use of a firearm; and

WHEREAS, the CITY desires to grant LICENSEE the non-exclusive right to enter onto the PREMISES solely for the LICENSE USE described in this AGREEMENT, and as further described in Exhibit A, based upon the following terms and conditions:

I. DEFINITIONS

- 1.1. **BUSINESS RECORDS:** All records relating to the services provided on the PREMISES of the SDPRC pursuant to this AGREEMENT.
- 1.2. **LICENSEE:** San Diego Police Revolver Club (SDPRC), which shall include LICENSEE's officers, agents, employees, contractors, invitees, guests and volunteers. LICENSEE shall be responsible for all of the LICENSEE's agents, employees, contractors, invitees, guests, and volunteers and ensure that they adhere to all conditions stated in this AGREEMENT.
- 1.3. **LICENSE USE:** The non-exclusive use of the PREMISES to manage and operate a shooting range and all associated activities, as further described in Exhibit A.
- 1.4. **PREMISES:** The CITY-owned San Diego Police Range (RANGE) located at 4008 Federal Boulevard, San Diego, CA 92102.

II. AGREEMENT

- 2.1. **License:** Subject to the terms and conditions of this AGREEMENT, CITY grants permission to LICENSEE to enter upon the PREMISES solely for the purpose of the LICENSE USE.
- 2.2. **Term:** This Agreement shall be effective upon the Effective Date and shall expire on February 28, 2021 [Term].
- 2.3. **CITY's Consent/Approval.** Whenever required under this AGREEMENT, CITY's consent or approval means the written consent or approval of the Mayor of the City of San Diego, or his or her designee [Mayor], unless otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.
- 2.4. **Use of PREMISES:** LICENSEE may use the PREMISES solely for the LICENSE USE and for no other purpose whatsoever, without CITY's prior written consent in each instance. CITY is granting LICENSEE a non-exclusive right of entry to enter the PREMISES and make limited use of the PREMISES, based on the terms and conditions of this AGREEMENT. No provisions of this AGREEMENT shall be construed to either create a landlord/tenant or agency relationship between CITY and LICENSEE, or create any form of a limited estate in favor of LICENSEE. CITY reserves the right to enter upon the PREMISES at all times and to inspect and maintain the Premises as CITY deems necessary.
- 2.5. **Revocable License.** This AGREEMENT is not a lease. This AGREEMENT is a non-exclusive license to use the PREMISES, and may be revoked at will by CITY, in its sole discretion: (a) immediately upon written notice delivered to LICENSEE if LICENSEE

breaches or defaults any of LICENSEE's obligations under this AGREEMENT, or in case of an emergency; or (b) upon reasonable prior written notice, but not less than thirty (30) days, delivered to LICENSEE if for CITY's convenience. CITY shall not be obligated for any burden or loss, financial or otherwise, which may be incurred by LICENSEE as a result of such revocation or termination of this AGREEMENT. LICENSEE expressly waives any claim for expense or loss which LICENSEE might incur as a result of CITY'S revocation or termination of this AGREEMENT.

2.6. Assignment and Sublicense. LICENSEE shall not assign or sublicense any rights granted by this AGREEMENT or any interest in this AGREEMENT without CITY'S prior written consent. Approval of any such proposed assignment or sublicense may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this AGREEMENT.

2.7. Compliance with Law. LICENSEE shall, at its sole cost and expense, at all times in its occupancy, use and maintenance of the Premises, comply with all rules, regulations and laws, and all direction by competent authority, which now or hereafter pertain to LICENSEE's occupancy, use, and maintenance of the PREMISES. If the Term of this AGREEMENT exceeds one (1) year, at least annually, LICENSEE shall deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to LICENSEE (e.g., validation of periodic inspections, if applicable).

2.8. Drug-Free Workplace and Non-Discrimination. LICENSEE agrees to comply with the CITY's Drug-Free Workplace requirements set forth in Council Policy 100-17, adopted by San Diego Resolution R-277952, and incorporated into this AGREEMENT by this reference.

LICENSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or disability in LICENSEE's use of the PREMISES, including with respect to employment, contracting, admission, or services and privileges offered in relation to this AGREEMENT.

2.9. Maintenance of PREMISES. LICENSEE shall, at LICENSEE's sole cost and expense, and to CITY's satisfaction, maintain the 25-yard civilian range and all SDPRC equipment items on the PREMISES in good order and repair, and in a safe, healthy and sanitary condition at all times during the Term, and LICENSEE shall remove recyclable discards, lead shards, other hazardous materials, etc., accumulated in the impact areas, using proper removal and disposal methods. LICENSEE shall assist CITY RANGE personnel in the maintenance of all other RANGE facilities used by the SDPRC.

2.10. Improvements/Alteration. LICENSEE shall not construct any improvements, structures, or installations on the PREMISES, and shall not alter the PREMISES in any way without the prior written consent of CITY in each instance. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to PREMISES.

- 2.11. Signs. CITY reserves the right, at any time, to require LICENSEE to remove any display, banner, pennant, flag, poster, sign, decoration, awning, or similar advertising that CITY in its sole discretion deems offensive or inappropriate for a professional environment. If any such unauthorized item remains on the PREMISES twenty-four hours after CITY's request to remove, CITY may thereafter remove the item at LICENSEE's cost.
- 2.12. Inspection. CITY reserves the right to enter and inspect the PREMISES at any time, without notice.
- 2.13. Insurance. LICENSEE shall not begin any work under this AGREEMENT until it has: (a) obtained, and provided to CITY, insurance certificates reflecting evidence of all insurance required below; however, CITY reserves the right to request, and LICENSEE shall submit, copies of any policy upon reasonable request by CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LICENSEE's liabilities, including but not limited to LICENSEE's indemnity obligations, under this AGREEMENT, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this AGREEMENT and LICENSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this AGREEMENT may be treated by CITY as a material breach of the terms of this AGREEMENT. LICENSEE shall not modify any policy or endorsement thereto which increases CITY's exposure to loss for the duration of this AGREEMENT.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 2.13.1. Commercial General Liability (CGL). Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence/\$2,000,00 aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2.13.2. Automobile Liability. Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

The insurance requirements in paragraph 2.13.2 do not apply if LICENSEE's scope of work has no driving component.

- 2.13.3. Workers' Compensation. Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance requirements in paragraph 2.13.3 do not apply if LICENSEE has no employees.

- 2.13.4. Professional Liability (Errors and Omissions). For consultant contracts, Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2.13.5. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 2.13.5.1. Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the LICENSEE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the LICENSEE's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- 2.13.5.2. Primary Coverage. For any claims related to this contract, the LICENSEE's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the LICENSEE's insurance and shall not contribute with it.
- 2.13.5.3. Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 2.13.5.4. Waiver of Subrogation. LICENSEE hereby grants to City a waiver of any right to subrogation which any insurer of said LICENSEE may acquire against the City by virtue of the payment of any loss under such insurance. LICENSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of

subrogation endorsement from the insurer.

- 2.13.5.5. Claims Made Policies (applicable only to professional liability). The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the LICENSEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- 2.14. Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Entity. The City may require the LICENSEE to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- 2.15. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to the City. City will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Approved Surplus Lines Insurers (LASLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.
- 2.16. Verification of Coverage. LICENSEE shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the LICENSEE's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- 2.17. Special Risks or Circumstances. Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- 2.18. Additional Insurance. LICENSEE may obtain additional insurance not required by this AGREEMENT.
- 2.19. Excess Insurance. All policies providing excess coverage to City shall follow the form of the primary policy or policies including but not limited to all endorsements.
- 2.20. Indemnification. LICENSEE shall protect, defend, indemnify, and hold CITY and its elected officials, officers, employees, representatives, and agents harmless from and

against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to LICENSEE's officers, employees, invitees, guests, agents, or contractors, which arise out of or are in any manner directly or indirectly connected with this AGREEMENT or LICENSEE's occupancy, use or maintenance of the PREMISES, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LICENSEE's duty to indemnify and hold harmless shall not include any established liability arising from the sole gross negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LICENSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

- 2.21. LICENSEE's Risk and Accident Reports. LICENSEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the LICENSEE's occupancy, use and maintenance of the PREMISES, and any damages to CITY improvements and property on, under, or in the vicinity of the PREMISES. LICENSEE shall immediately report to CITY any accident causing property damage or injury to persons and related to the LICENSE USE or the PREMISES. Such report shall contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.
- 2.22. Obligations of CITY. CITY acknowledges and agrees:
- 2.22.1. To be responsible for the PREMISES and its use, with ultimate authority to deny any person or group (civilian or sworn) the use of PREMISES.
 - 2.22.2. To be responsible for all firearms class-related issues at the RANGE, with ultimate authority by the Range Master.
 - 2.22.3. Through the Range Master, to review all civilian firearms class lead and assistant instructors' qualifications to ensure they are qualified to instruct firearms at the RANGE.
 - 2.22.4. Have at least one firearm's instructor trained in first aid and CPR. The instructor will provide a copy of current certification to the Range Master prior to conducting any civilian firearms class.
 - 2.22.5. Through the Range Master, to review and approve prior to class, copies of all class outlines and plans for civilian courses of firearms, class syllabi and schedules listing assigned instructors.
 - 2.22.6. Replenish materials that are dispensed to members of the San Diego Police Department (SDPD) in the absence of the Range Master or his designee.

2.22.7. To provide to the SDPRC on an annual basis, or when the document is edited or altered, a copy of the rules as set forth in "San Diego Police Range Rules for Civilian Use."

2.23. Obligations of LICENSEE. LICENSEE acknowledges and agrees:

2.23.1. To be responsible for use of the RANGE by all civilian personnel and ensure the eligibility of all non-police personnel using the RANGE.

2.23.2. To be jointly responsible with Range Master in the enforcement of all RANGE rules.

2.23.3. To handle the RANGE office facility, and provide services to all civilians using the RANGE, on a day to day basis.

2.23.4. That in the absence of the Range Master or his designee, LICENSEE will dispense targets, ear and eye protection and ammunition to members of the SDPD for monthly practice, with the understanding CITY will replenish those materials.

2.23.5. To provide to the Range Master copies of qualifications and all required certifications of civilian firearms lead and assistant instructors and Range Safety Officers and any other records as directed by the Range Master.

2.23.6. To submit a list of members qualified to act as Range Safety Officers during the absence of the Range Master. When SDPRC assigns a member to supervise the RANGE in the absence of the Range Master, that member will submit a report stating what date(s) the club member worked and if any injuries or incidents occurred.

2.23.7. To submit to the Range Master for review and approval, copies of all class outlines and plans for civilian courses of firearms, all class syllabi and schedules listing assigned instructors, prior to commencement of each class.

2.23.8. To adhere to the rules as set forth in "San Diego Police Range Rules for Civilian Use."

2.23.9. Whenever possible, to conduct a National Rifle Association approved pistol match once a month with the approval of the Range Master.

2.23.10. Submit requests for use of the RANGE to the Range Master for review and approval in advance, with the understanding that SDPD reserves the right to conduct civilian, military and educational shooting events as desired.

2.24. Termination Rights

- 2.24.1. CITY's Right to Terminate for Convenience. CITY may, at its sole option and for its convenience, terminate this AGREEMENT as further set forth in Section 2.5, above.
- 2.24.2. LICENSEE's Right to Terminate for Convenience. LICENSEE may also terminate this AGREEMENT for convenience by giving notice as provided for in Sections 2.25 and 2.26 (below). The termination of the AGREEMENT shall be effective 30 calendar days after receipt of the notice by the CITY, and LICENSEE shall complete any and all additional work necessary for the orderly filing of documents and closing of LICENSEE's services under this AGREEMENT.
- 2.25. Notice. In all cases where written notice is required under this AGREEMENT, service of such notice shall be deemed sufficient if the notice is deposited in the United States mail, postage prepaid. Proper notice shall be effective on the date it is mailed, unless otherwise provided in this AGREEMENT.
- 2.26. For the purposes of this AGREEMENT, unless otherwise modified by written amendment to this AGREEMENT, notice to CITY shall be addressed to:

City of San Diego
Real Estate Assets Department
Attn: Director
1200 Third Avenue, Suite 1700
San Diego, CA 92101

Notice to LICENSEE shall be addressed to:

San Diego Police Revolver Club
Attention: Sgt. Sluss
4008 Federal Blvd
San Diego, CA 9210

2.27. Miscellaneous.

- 2.27.1. This AGREEMENT is between independent entities. Nothing in this AGREEMENT is intended to create the relationship of agent, servant, employee, partnership, joint venture, or association. Any provisions in the AGREEMENT that may appear to give CITY any right to direct the LICENSEE concerning the details of performance, or to exercise any control over such performance, shall mean only that LICENSEE shall follow the direction of CITY concerning the LICENSE USE.
- 2.27.2. The parties agree to work together for the common good; however, management, direction, and supervision of personnel participating in this AGREEMENT remain under the exclusive management, direction, and control of each party's respective chain of command.

- 2.28. Severability. The unenforceability, invalidity, or illegality of any provision of this AGREEMENT shall not render any other provision of this AGREEMENT unenforceable, invalid, or illegal.
- 2.29. Cumulative Remedies. CITY's rights and remedies under this AGREEMENT are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
- 2.30. Survival. Any obligation which accrues under this AGREEMENT prior to its expiration or termination shall survive such expiration or termination.
- 2.31. Exhibits Incorporated. All Exhibits referenced in this AGREEMENT are incorporated into this AGREEMENT by this reference.
- 2.32. Entire Agreement. This AGREEMENT supersedes all previous Agreements between the parties relating to LICENSEE's use of the PREMISES and constitutes the entire agreement between the parties.
- 2.33. Security and Safety of PREMISES. LICENSEE shall bear sole responsibility for the security and safety of its activities and property kept at the PREMISES.
- 2.24. Storm Water Pollution Prevention Program. LICENSEE shall comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the CITY's Jurisdictional Runoff Management Plan, in performing or delivering services at CITY owned, leased, or managed property, or in performance of services and activities on behalf of CITY regardless of location.

LICENSEE shall comply with the CITY's Jurisdictional Runoff Management Plan encompassing Citywide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries as adopted by the CITY's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.

LICENSEE shall comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

- 2.35. California Public Records Act. CITY shall determine, in its sole discretion, whether information provided by LICENSEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). LICENSEE shall hold CITY and its elected officials, officers and employees harmless for CITY's disclosure of any such information in response to a request for information under the CPRA. Upon CITY's request, LICENSEE shall provide CITY with specific and detailed legal grounds, including any applicable case law, upon which CITY may rely, in CITY's

sole discretion, for withholding any information requested pursuant to the CPRA. If CITY withholds disclosure of information in reliance on such legal analysis provided by LICENSEE, LICENSEE shall protect, defend, indemnify and hold CITY and its elected officials, officers, employees, representatives and agents harmless for and from legal actions or challenges seeking to obtain the information from CITY and all costs incurred by CITY associated therewith, and shall defend, at LICENSEE's sole expense, any action brought against CITY resulting from CITY's nondisclosure of the information. CITY may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LICENSEE shall pay all of the costs related thereto, including without limitation reasonable attorney fees and costs.

2.35.1 CITY shall not be liable or obligated for any burden or loss (financial or otherwise) incurred by LICENSEE as a result of CITY's disclosure or non-disclosure of this Permit or LICENSEE information requested pursuant to the CPRA. LICENSEE EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS FOR ANY BURDEN, EXPENSE OR LOSS WHICH PERMITTEE INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF THIS PERMIT OR ANY PERMITTEE INFORMATION REQUESTED PURSUANT TO THE CPRA.

2.36. Equal Opportunity. LICENSEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. LICENSEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition or place of birth. LICENSEE shall cause the foregoing provisions to be inserted in all LICENSEE's contracts for work related to this AGREEMENT so that such provisions will be binding upon each of LICENSEE's contractors. LICENSEE shall fully cooperate with any investigation conducted by CITY pursuant to CITY's Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request LICENSEE shall submit a current Workforce Report. LICENSEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this AGREEMENT and debarment from participating in CITY contracts for a period of not less than one (1) year.

2.37. Equal Benefits. LICENSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. LICENSEE shall certify that it will maintain such equal benefits throughout the term of this AGREEMENT. LICENSEE's failure to maintain equal benefits shall be a material breach of this AGREEMENT.

- 2.38. Disabled Access Compliance. LICENSEE shall comply with Title 24 of the California Code of Regulations (i.e., the "Building Code"); the Americans with Disabilities Act of 1990 ("ADA"); and any other applicable state and federal laws and regulations enacted protecting the rights of people with disabilities. LICENSEE's compliance shall include without limitation the following:
- 2.38.1 LICENSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs and termination of employment;
 - 2.38.2. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs or activities of LICENSEE;
 - 2.38.3. LICENSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site;
 - 2.38.4. Where required by law, LICENSEE shall, at LICENSEE's sole cost in conformance with all applicable codes and accessibility regulations, comply with applicable disabled-access requirements by making accessible any areas of the PREMISES which deny access to disabled persons;
 - 2.38.5. LICENSEE shall include language in each sublicense agreement, if any, indicating the sublicensee's agreement to abide by the foregoing provision; and,
 - 2.38.6. LICENSEE and each of its sublicensees shall be individually responsible for their own ADA compliance program. LICENSEE's failure to comply with the above requirements and/or submitting false information in response to those requirements shall be a default under this AGREEMENT.
- 2.39. No Nuisance. LICENSEE shall not use the PREMISES in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.
- 2.40. Counterparts. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
- 2.41. Authority to Contract. Each individual executing this AGREEMENT on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this AGREEMENT on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this AGREEMENT is binding upon such person or entity in accordance with its terms. Each person executing this AGREEMENT on behalf of

another person or legal entity shall provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.

LICENSEE

CITY OF SAN DIEGO, a California
municipal corporation

By 

Name Lori Rivas

Title Office Manager

By 

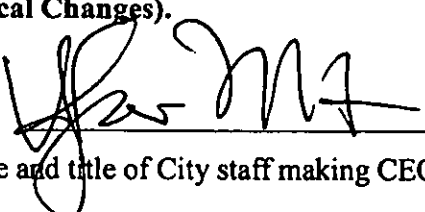
Name Cybele Thompson

Title Director, Real Estate Assets

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

Categorically exempt from CEQA pursuant to CEQA State Guidelines Section 15301

(Existing Facilities) and Section 15322 (Educational or Training Programs Involving No Physical Changes).

By: 

[Name and title of City staff making CEQA determination] Alyssa Muto
Interim Director, Planning Dept.

**LICENSE AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND
SAN DIEGO POLICE REVOLVER CLUB**

EXHIBIT A

SCOPE OF SERVICES TO BE PROVIDED BY LICENSEE

LICENSEE's non-exclusive use of the PREMISES will be limited to working with the San Diego Police Department to cooperatively use and operate the San Diego Police Range.
LICENSEE will: (describe with particularity the services to be provided):

Will enhance its leadership role in support of civilian and law enforcement officers' training through schools, competitions, services and programs by providing instruction of firearms safety and education and continually update, refine and revise concepts, technical applications and teaching methods.