



# OFFICE OF THE SHERIFF

COUNTY OF LOS ANGELES

## HALL OF JUSTICE

ROBERT G. LUNA, SHERIFF



October 14, 2025

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF A LICENSE AGREEMENT  
FOR USE OF WEAPONS FIRING RANGE  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a License Agreement (Agreement) with the City of Los Angeles to allow the Department occasional as-needed access to the Elysian Park Gun Range. The use of a weapons firing range is necessary to facilitate basic handgun qualifications for armed Department personnel.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Sheriff, or his designee, to execute the attached Agreement with the City of Los Angeles for a term of one year, with an option to extend for up to five additional one-year periods, for a total term not to exceed six years, for the Department's use of the Elysian Park Gun Range.
2. Delegate authority to the Sheriff, or his designee, to execute Agreements similar to the attached Agreement, with various law enforcement agencies for a term of one year, with an option to extend the term for up to five additional one-year option periods, for a total term not to exceed six years, for the Department's use of their weapons firing ranges.

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3. Delegate authority to the Sheriff, or his designee, to execute any and all necessary amendments to the Agreements, including those that exercise option periods and terminate the Agreements, provided it is in the best interest of the County.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will allow the Department to enter into an Agreement with the City of Los Angeles for the use of its Elysian Park Gun Range. Approval of the recommended actions will also authorize the Sheriff to enter into similar Agreements with various participating law enforcement agencies for the Department's use of their weapons firing ranges.

Following a fatal fire at the Department's mobile shooting range in October 2023, all 16 of the Department's mobile ranges were closed, necessitating the use of alternative facilities for the training and qualification of armed personnel. These mobile ranges will remain closed for an indefinite period while the County assesses options for modifications, upgrades, and/or replacement. To address the Department's immediate needs, the Department is seeking suitable alternatives for the training and shooting qualification of armed personnel. Allowing the Department's armed personnel access to alternative weapons firing ranges is essential to maintaining the Department's standard for armed personnel to qualify with Department-issued handguns, shotguns, and rifles. This performance standard requires regular demonstrations of marksmanship competency at a live-fire range facility. Usage of the weapons firing range will depend on the availability and scheduling of the participating agency, and the availability of the Department's Weapons Training Unit to staff the weapons firing range.

The Department's Pitchess Detention Center in Castaic is an open-air facility that houses a weapons firing range and remains operational; however, the location imposes a substantial strain on resources due to the time and distance required for travel to and from the facility.

Additionally, the Department is currently utilizing a Facilities Use Agreement with Rio Hondo College, which was approved by the Board on February 8, 2022.

The Department's use of participating agencies' ranges is intended to be an interim solution to allow the Department's sworn staff to comply with the required qualifications. As a result of the tight constraints sworn staff have experienced in accessing both Department-owned and external firing ranges, the Department has temporarily reduced its annual qualification requirement from four times per year to two times per year. Qualifications only satisfy one aspect of the Department's shooting requirements for sworn staff. The proposed Agreements are for firearms qualifications only and do not



include firearms training. Firearms training is a statutory requirement for all deputy sheriffs and sergeants and is also risk mitigation for all sworn personnel and armed security officers. Due to the additional space, time, and limited number of students allowed per class, the Department's training requirements cannot be completed utilizing the proposed Agreements with participating agencies. Most participating agencies' firing ranges are suited only to service the established number of officers belonging to their specific agency. The Department's requirement to cycle over 8,000 sworn staff on an ongoing basis for qualifications and training puts significant strain on those agencies' resources. For these reasons, the Department is currently exploring the feasibility of building additional, suitable, appropriately sized shooting facilities to service the Department's qualification and training requirements.

### **Implementation of Strategic Plan Goals**

The services provided under the Agreements support the County's Strategic Plan's North Star 2: Foster Vibrant and Resilient Communities; Focus Area Goal C: Public Safety; Strategy ii: Operational Enhancement by enhancing organizational and administrative operations, and training of our public safety entities, to better serve the community.

### **FISCAL IMPACT/FINANCING**

This is a zero-net-County cost Agreement, with no fiscal impact to the Department.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposed action will authorize the Sheriff to enter into an Agreement with the City of Los Angeles for the use of their Elysian Park Gun Range. The Agreement may be terminated by either party with 30 calendar days advance written notice. The proposed action will also allow the Department to establish Agreements with various participating law enforcement agencies for the Department's access to their weapons firing ranges, on an intermittent, as-needed basis for the term of the Agreements.

The attached Agreement provides for mutual indemnification and requires the County to maintain liability insurance (or self-insurance). The attached Agreement has been reviewed by the CEO Risk Management and approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Agreements will not have a negative impact on Department operations.

The Honorable Board of Supervisors  
October 14, 2025  
Page 4

**CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. Luna". The signature is fluid and cursive, with a large initial "R" and a stylized "Luna".

ROBERT G. LUNA  
SHERIFF



## LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this “License”) is made and entered into by and between the City of Los Angeles, a municipal corporation, acting by and through its Department of General Services (“City” or “Licensor”), and the County of Los Angeles, acting by and through its Sheriff’s Department (“LASD” or “Licensee”), and is dated, for identification purposes only, as of \_\_\_\_\_, 2025. This License shall take effect on the date the Office of the City Clerk of Los Angeles attests this License (such date, the “Effective Date”). City and Licensee are hereinafter referred to, at times, collectively as the “Parties”, and each, individually, as a “Party”.

### RECITALS

WHEREAS, City owns certain real property located at 1880 N. Academy Drive, Los Angeles, California 90012 (“Property”);

WHEREAS, following a fatal fire at one of Licensee’s mobile shooting ranges, all of Licensee’s mobile shooting ranges were closed, limiting the ability of Licensee to facilitate basic handgun qualifications for its armed personnel;

WHEREAS, the Los Angeles Police Department (“LAPD”) and Licensee have a history of collaboration, often utilizing shared training facilities, and this partnership fosters interagency cooperation and ensures consistent training protocols across both departments;

WHEREAS, to address the immediate training needs of Licensee, certain shooting ranges located at the Property have been identified as suitable alternatives for Licensee personnel who are based in the surrounding geographic area;

WHEREAS, LAPD is willing to collaborate with LASD on scheduling, at all times ensuring that LAPD’s operational needs remain prioritized while accommodating LASD’s specific training requirements based on availability;

WHEREAS, subject to the terms and conditions of this License, Licensee desires to obtain a non-exclusive license from City to access and use certain shooting ranges and parking areas located at the Property (such shooting ranges and parking areas, collectively, the “License Area”), which License Area is identified and depicted on the site plan attached as **Exhibit A** hereto (“Site Plan”) as the “Combat” shooting range, the “Shotgun” shooting range, and the “Bonus” shooting range (collectively, the “Shooting Ranges” and each, a “Shooting Range”), and the “Parking” area (the “Parking Area”); and

WHEREAS, City is willing to grant Licensee a non-exclusive license to access and use the License Area, all subject to the terms and conditions set forth in this License;

NOW, THEREFORE, the Parties hereby agree as follows:

## AGREEMENT

1. Grant of License. City hereby grants a non-exclusive license to Licensee to access and use the License Area throughout the Term (as defined below) of this License for the Permitted Use (as defined below) only, all subject to the terms and conditions set forth in this License.

2. Term.

(a) Initial Term. The “Term” of this License shall commence on the Effective Date and is scheduled to expire at 11:59 p.m. on the date that is immediately prior to the one-year anniversary of the Effective Date (the “Expiration Date”), subject to each Extension Option (as defined below) and early termination as provided in this License.

(b) Extension Option. City, at its sole and absolute discretion, shall have five (5) options (each, an “Extension Option”) to extend the Term for an additional one (1) year period each. Each Extension Option shall extend the Term if City exercises the Extension Option by providing Licensee with written notice of City’s election to exercise such Extension Option no less than thirty (30) days prior to the Expiration Date.

(c) Early Termination. Notwithstanding anything to the contrary herein, (i) each Party may terminate this License at any time by giving written notice to the other Party at least thirty (30) days prior to the date when such termination shall become effective, and (ii) City may terminate this License immediately in the event of an emergency or unsafe condition, at City’s sole and absolute discretion.

3. Consideration. City agrees to grant this License to Licensee on a gratis basis and without charge. Consideration for this License is Licensee’s compliance with the terms and conditions set forth in this License.

4. Permitted Use; Scheduling.

(a) Permitted Use. Licensee shall, at its sole cost and expense and subject to all terms and conditions of this License, use the License Area solely for purposes of, (i) with respect to the Shooting Ranges, necessary firearms qualifications for LASD armed personnel only at the specific Shooting Ranges and shooting lanes designated by LAPD and scheduled during dates and times designated by LAPD, and (ii) with respect to the Parking Area, the parking of passenger vehicles of those LASD personnel authorized to access the Shooting Ranges pursuant to this License on a first-come, first-served basis and only for such time periods that such LASD personnel are actively using such Shooting Ranges (collectively, the “Permitted Use”), and for no other purpose or use. Licensee, at its sole cost and expense, shall provide its own California Commission on Peace Officer Standards and Training-certified firearms instructors, targets, and ammunition when using the License Area pursuant to this License.

(b) Scheduling. Notwithstanding anything to the contrary herein, Licensee’s use of the Shooting Ranges shall be limited to the specific Shooting Ranges and shooting lanes designated from time to time by LAPD and scheduled during dates and times designated by LAPD,



at LAPD's sole and absolute discretion. It is the intent of the Parties that Licensee's use of the License Area not disrupt in any manner LAPD's day-to-day operations at the License Area and the Property. Without limiting the foregoing, the process for scheduling Licensee's use of the Shooting Ranges shall generally be as follows: (1) the designated LASD contact ("LASD Scheduling Contact") shall contact the designated LAPD contact ("LAPD Scheduling Contact") to request specific dates and times for Licensee's use of a Shooting Range; (2) LAPD shall review such request to determine if the requested dates and times are available; (3) if LAPD determines that the requested dates and times are available, LAPD will notify the LASD Scheduling Contact of such availability and designate which specific Shooting Range is available and any designated shooting lanes; and (4) if LAPD determines that the requested dates and/or times are not available, LAPD will notify the LASD Scheduling Contact to reschedule. As of the Effective Date, the LASD Scheduling Contact shall be Sergeant Brandon Jacobs and the LAPD Scheduling Contact shall be Sergeant Rick Aguirre. Each Party may substitute another individual as its Scheduling Contact by notifying the other Party of such substitute Scheduling Contact.

5. Alterations; Licensee Personal Property and Surrender; Mechanics' Liens.

(a) Alterations. Licensee shall not make any alterations or improvements to the License Area or the Property without City's prior written consent, which may be withheld in City's sole and absolute discretion.

(b) Licensee Personal Property; Surrender of the License Area. Any vehicles and all other articles of personal property of Licensee and its personnel brought to the License Area by or on behalf of Licensee shall, at Licensee's sole cost and expense, be (i) limited to the Permitted Use, (ii) supplied by Licensee, and (iii) removed by Licensee each day and upon the expiration or termination of this License. At Licensee's sole cost and expense, Licensee shall promptly repair any damage to the License Area or the Property caused by Licensee or its personnel and shall surrender the License Area to City upon the expiration or termination of this License and shall cause the License Area and the Property to be restored to its original condition, as verified by City. If Licensee shall fail to remove all of Licensee's property from the License Area each day and upon the expiration or termination of this License for any cause whatsoever, City may, at City's option, (x) assume ownership of a portion or all of such property, (y) remove and dispose of a portion or all of such property in any manner that City shall choose, and/or (z) remove and store such property without liability to Licensee for loss thereof, and Licensee shall pay City upon demand any and all expenses incurred in such removal, disposal and/or storage, including court costs and attorneys' fees and storage charges for such property for any length of time that the same shall be in City's possession or control.

(c) Mechanics' Liens. Licensee does not have authority to do anything that may result in a lien or encumbrance against the License Area or the Property. Without limiting the foregoing, Licensee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Licensee at or for use at the Property, which claims made against City and/or purport to be secured by any mechanic's or materialmen's lien against the Property or any interest therein. If Licensee fails to pay such claims or demands or if Licensee shall, in good faith, contest the validity of any such lien, claim or demand, then Licensee shall, at its sole cost and expense, defend itself and City against the same and shall pay and satisfy any such adverse judgment

that may be rendered thereon before the enforcement thereof against City or the Property, upon the condition that if City shall require, Licensee shall furnish to City a surety bond satisfactory to City in an amount equal to such contested lien, claim or demand indemnifying City against liability for the same and holding the Property free from the effect of such lien or claim. In addition, City may require Licensee to pay City's attorneys' fees and costs in participating in such action if City shall decide it is to City's best interest so to do.

6. Condition of the License Area; Acknowledgments. Licensee accepts the License Area "AS-IS", "WHERE-IS", AND "WITH ALL FAULTS" and subject to all zoning, municipal, county and state laws, ordinances and regulations, and covenants, conditions, restrictions, licenses, permits and agreements applicable to the License Area, and accepts this License subject thereto and to all matters disclosed thereby. Licensee acknowledges that (i) it has been advised by City to satisfy itself with respect to the condition of the License Area and its suitability for Licensee's intended use; (ii) Licensee has made such investigation as it deems necessary with reference to such matters, and assumes all responsibility therefor as the same relate to its access and use of the License Area; (iii) neither City, nor City's agents or representatives, have made any oral or written representations or warranties with respect to said matters, (iv) this License does not operate to confer on or vest in Licensee any title, interest, or estate in the License Area or any part thereof, (v) City shall not be obligated to make any alterations, modifications, repairs or improvements to the License Area at any time, and (vi) City will continue to use the License Area and the Property for City's own operations, and Licensee shall not interfere with City's use of the License Area and the Property.

7. Hazardous Substances.

(a) Releases of Hazardous Substances. Licensee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the License Area or the Property, and shall promptly, at Licensee's sole cost and expense, comply with all legal requirements and take all investigatory and/or remedial action recommended, whether or not formally ordered or required, for the cleanup of any contamination of the License Area, the Property, or any neighboring property that was caused or contributed to by Licensee or pertaining to or involving any Hazardous Substance brought onto the License Area or the Property by or for Licensee. As used in this License, the term "Hazardous Substance" shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Property, is either (i) potentially injurious to the public health, safety, or welfare, the environment, or the Property; (ii) regulated or monitored by any governmental authority; or (iii) a basis for potential liability of City to any governmental agency or third party under any applicable statute or common law theory.

(b) Indemnification. Licensee shall indemnify, defend, and hold City, its departments, boards, officers, agents, employees, contractors, assigns, successors and volunteers (collectively, the "City Indemnified Parties") harmless from and against any and all damages, losses, liabilities, judgments, claims, costs, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the License Area or the Property by or for Licensee. Licensee's obligations shall include, but not be limited to, the cost of investigation, removal, remediation, restoration, and/or abatement, and shall survive the expiration or termination of this License. No termination, cancellation, or release agreement entered into by City and



Licensee shall release Licensee from its obligations under this License with respect to Hazardous Substances, unless specifically so agreed by City in writing at the time of such agreement.

8. Compliance with Applicable Laws, Rules, Regulations, Policies and Procedures. Licensee shall, at Licensee's sole cost and expense, fully, diligently, and in a timely manner, comply with all applicable federal, state, and local laws, rules and regulations, as well as any applicable rules, regulations, policies and procedures of City and LAPD, in each case whether now or hereafter in effect, that relate in any way to Licensee's use of or activities conducted on the License Area, including, without limitation, the policies and procedures set forth in **Exhibit B** attached hereto and incorporated herein by this reference (as may be modified by City or LAPD from time to time).

9. Right of Access and Inspection. City and City's employees, representatives, agents and invitees shall have the right to enter onto the License Area at any time, including, but not limited to, for the purposes of (i) inspecting the condition of the License Area, and (ii) verifying compliance by Licensee with this License. Licensee shall not interfere with, or injure or otherwise cause bodily harm to, any of City's employees, representatives, agents or invitees.

10. Insurance.

(a) Licensee's Insurance Coverage. During the Term of this License and without limiting Licensee's obligation to indemnify, hold harmless and defend City, Licensee shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (Form General 146 in **Exhibit C** attached hereto). The insurance must: (1) conform to City's requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in **Exhibit C** attached hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management which can include self insurance. Licensee shall comply with all Insurance Contractual Requirements shown on **Exhibit C** attached hereto. **Exhibit C** is hereby incorporated by reference and made a part of this License.

(b) Insurance Coverage Requirements. Insurance required herein shall be by companies duly licensed or admitted to transact business in the State of California, and maintaining during the policy term a "General Policyholders Rating" of at least A-, IX, as set forth in the most current issue of "Best's Insurance Guide", and shall be in a form acceptable to City. Licensee shall not do or permit to be done anything that invalidates the required insurance. Licensee shall, prior to the Effective Date, deliver to City certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after thirty (30) days' prior written notice to City. Licensee shall, at least ten (10) days prior to the expiration of such policies, furnish City with evidence of renewals or "insurance binders" evidencing renewal thereof. Such policies shall be for a term of at least one year, or the length of the remaining Term, whichever is less.

(c) Release of City. Without affecting any other rights or remedies, Licensee (on behalf of itself and its employees, agents, contractors and subcontractors) hereby releases and relieves City, and waives Licensee's (and its employees', agents', contractors' and subcontractors') entire right to recover damages against City, for loss of or damage to its property (or the property of

its employees, agents, contractors and subcontractors) arising out of or incident to the perils required to be insured against herein. The effect of such release and waiver is not limited by the amount of insurance carried or required, or by any deductibles applicable thereto. Licensee agrees to have its property damage insurance carriers waive any right to subrogation that such companies may have against City.

11. Indemnity. Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Licensee shall indemnify, protect, defend, and hold harmless the License Area, the Property, and the City Indemnified Parties from and against any and all claims, lawsuits, losses, damages, liens, judgments, penalties, attorneys' and consultants' fees, costs, expenses, and/or liabilities, damages or liability of any nature whatsoever, for death or injury to any person, including Licensee's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by Licensee, its subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease. This provision will survive expiration or termination of this Lease.

12. Exemption of City from Liability. Except for the active negligence or willful misconduct of City, the City Indemnified Parties shall not be liable under any circumstances for injury, death, or damage to the person or equipment or other property of Licensee, Licensee's agents, employees, contractors, subcontractors, invitees, or any other person in or about the License Area or the Property, whether such damage or injury is caused by or results from fire, electricity, gas, water, rain, or from any other cause, whether said injury or damage results from conditions arising upon the License Area or the Property, or upon other properties owned by City, or from other sources or places. Licensee hereby assumes full responsibility for any and all risk of injury, death or property damage. Moreover, in no event shall any City Indemnified Party be liable for any damages arising from any act or negligence of any other occupant or user of the Property or from the failure of City to enforce the provisions of any agreement with any such other occupant or user.

13. Taxes. City shall pay all real property taxes that may be assessed against the License Area, while Licensee shall pay (or cause to be paid) all personal property taxes that may be assessed against any personal property of Licensee or any of Licensee's employees, agents, contractors or subcontractors that may be located on the License Area.

14. Utilities and Services. City shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption, or discontinuance of any utility or service to the License Area or the Property for any reason whatsoever.

15. Assignment and Subletting. Licensee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber, or sublet all or any part of Licensee's interest in this License or the License Area without City's prior written consent, which may be withheld in City's sole discretion.

16. Default; Breach; Remedies.



(a) Default and Breach Defined. A “Default” is defined as a failure by Licensee to comply with or perform any of the terms, covenants, or conditions under this License. A “Breach” is defined as the occurrence of one or more the following Defaults, and the failure of Licensee to cure such Default within any applicable grace period:

(i) The failure of Licensee to provide reasonable evidence of insurance or to fulfill any obligation under this License that endangers or threatens life or property, where such failure continues for a period of 2 calendar days following written notice to Licensee.

(ii) The commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the License Area or the Property by Licensee, or its agents, employees, contractors, subcontractors or invitees, where such actions continue for a period of 2 calendar days following written notice to Licensee.

(iii) A Default by Licensee as to the terms, covenants, conditions, or provisions of this License other than those described in Sections 16(a)(i) or 16(a)(ii) above, where such Default continues for a period of 10 calendar days after written notice; provided, however, that if the nature of Licensee’s Default is such that more than 10 calendar days are reasonably required for its cure, then it shall not be deemed to be a Breach if Licensee commences such cure within said 10 calendar day period and thereafter diligently prosecutes such cure to completion.

(b) Remedies. Without limiting any other provision of this License, if Licensee fails to perform any of its affirmative duties or obligations within 10 calendar days after written notice (or, in case of an emergency, without notice), City may, at its option, perform such duty or obligation on Licensee’s behalf. Licensee shall pay to City an amount equal to 115% of the costs and expenses incurred by City in such performance upon receipt of an invoice therefor. In the event of a Breach, City may, with or without further notice or demand, and without limiting City in the exercise of any right or remedy that City may have by reason of such Breach:

(i) Immediately terminate Licensee’s rights under this License by any lawful means, in which case this License shall terminate and Licensee shall immediately surrender its possession and occupancy of the License Area to City. In such event, City shall be entitled to recover from Licensee any amount necessary to compensate City for all of the detriment proximately caused by Licensee’s failure to perform its obligations under this License or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the License Area and/or the Property and attorneys’ fees. Efforts by City to mitigate damages caused by Licensee’s Breach of this License shall not waive City’s right to recover damages under this Section 16. If termination of this License is obtained through the provisional remedy of unlawful detainer, City shall have the right to recover in such proceeding any damages as are recoverable therein, or City may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Section 16(a) was not previously given, a notice to pay rent or quit, or to perform or quit given to Licensee under the unlawful detainer statute, shall also constitute the notice required by Section 16(a). In such case, the applicable grace period required by Section 16(a) and the unlawful detainer statute shall run concurrently, and the failure of Licensee to cure the Default within the greater of the two such grace periods shall constitute both an

unlawful detainer and a Breach of this License entitling City to the remedies provided for in this License and/or by said statute.

(ii) Pursue any other remedy now or hereafter available under the laws or judicial decisions of California. The expiration or termination of this License and/or the termination of Licensee's right to use shall not relieve Licensee from liability under any indemnity or other provisions of this License as to matters occurring or accruing during the Term or by reason of Licensee's use of the License Area.

17. Condemnation. If the License Area or any portion thereof is taken under the power of eminent domain, either permanently or on a temporary basis, this License shall automatically terminate as of the date the condemning authority takes title or possession, whichever first occurs. Any condemnation awards and/or payments shall be the property of City, whether such award shall be made as compensation for diminution in value of the License Area, the value of the part taken, or for severance damages.

18. Brokers. Licensee represents and warrants that it has had no dealings with any broker, finder, or other similar person in connection with this License. Licensee hereby agrees to indemnify, protect, defend, and hold City harmless from and against any and all liability for compensation or charges which may be claimed by any broker, finder, or other similar person by reason of any dealings or actions of Licensee, including any costs, expenses, or attorneys' fee incurred with respect thereto.

19. Security. Licensee hereby acknowledges that City shall have no obligation whatsoever to provide security. Licensee assumes all responsibility for the protection of the License Area, Licensee, its agents, employees, contractors, subcontractors and invitees, and their respective properties (including, but not limited to, any vehicles), from the acts of third parties.

20. No Holding Over. Licensee has no right to access and/or use the License Area, or any part thereof, beyond the expiration or earlier termination of this License.

21. Miscellaneous.

(a) Transfer by City. In the event of a transfer of City's title or interest in the Property, City shall be relieved of all liability with respect to the obligations and/or covenants in this License thereafter to be performed by City, which obligations and/or covenants shall thereafter be the responsibility of the transferee.

(b) Partial Invalidity. The invalidity of any provision of this License, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

(c) No Personal Liability. The obligations of City under this License shall not constitute personal obligations of City's officers, agents, or employees, and Licensee shall not seek recourse against City's officers, agents, or employees, or any of their personal assets, for such satisfaction.



(d) Time of the Essence. Time is of the essence with respect to the performance of all obligations to be performed or observed by Licensee under this License.

(e) Entire Agreement. This License contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective.

(f) Notices. All notices required or permitted by this License or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified, or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile or email transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 21(f). The addresses for each Party for the delivery or mailing of notices are as set forth in this Section 21(f) below. Either Party may by written notice to the other specify different addresses for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile or email shall be deemed given upon receipt. If notice would otherwise be deemed given on a Saturday, Sunday, or legal holiday, it shall be deemed given instead on the next business day.

To Licensee:

County of Los Angeles  
Sheriff's Department  
Fiscal Administration Bureau  
211 West Temple Street, 6<sup>th</sup> floor  
Los Angeles, CA 90012  
Attention: Tracey Jue, Director  
Email: TJue@lasd.org

To City:

City of Los Angeles  
c/o Department of General Services  
Real Estate Services Division  
Suite 201, City Hall South  
111 East First Street  
Los Angeles, CA 90012  
Attention: Lisa Schechter  
Email: lisa.schechter@lacity.org

(g) Waiver. No waiver by City of the Default or Breach of any term, covenant, or condition hereof by Licensee shall be deemed a waiver of any other term, covenant, or condition

hereof, or of any subsequent Default or Breach by Licensee of the same or of any other term, covenant, or condition. City's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of City's consent to, or approval of, any subsequent or similar act by Licensee, or be construed as the basis of an estoppel to enforce the provision or provisions of this License requiring such consent.

(h) Waiver of Inconsistent Statutory Remedies. The Parties agree that the terms of this License shall govern with regard to all matters related hereto, and hereby waive the provisions of any present or future statute to the extent that such statute is inconsistent with this License.

(i) Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

(j) Construction. All provisions of this License to be observed or performed by Licensee are both covenants and conditions. In construing this License, all headings and titles are for the convenience of the Parties only, and shall not be considered a part of this License. Whenever required by the context, the singular shall include the plural and vice versa. This License shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

(k) Successors; Governing Law; Dispute Resolution. This License shall be binding upon the Parties, their personal representatives, successors, and (subject to the limitations on assignment contained herein) assigns, and be governed by the laws of the State of California. Any litigation between the Parties hereto concerning this License shall be initiated in Los Angeles County, California.

(l) Due Authorization. Licensee represents and warrants that (i) Licensee's execution of this License has been duly authorized; (ii) the individual executing this License on behalf of Licensee is duly authorized to do so; and (iii) this License is a binding obligation of Licensee. Concurrently with its execution of this License, Licensee shall provide City with evidence satisfactory to City confirming Licensee's representations and warranties that are set forth in the preceding sentence.

(m) Counterparts. This License may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or a similar format mutually agreed by the Parties) and sent by e-mail shall be deemed original signatures.

(n) Modification. This License may be modified only in writing, signed by the Parties in interest at the time of the modification.

(o) City Charter Section 350. Anything to the contrary in this License notwithstanding, the Parties acknowledge and agree that no suit may be brought on any claim for money or damages against City without compliance with the provisions of Los Angeles City Charter Section 350.



*[signature pages follow]*

IN WITNESS WHEREOF, the Parties have executed this License effective as of Effective Date.

**LICENSEE**

County of Los Angeles  
Sheriff's Department

By: \_\_\_\_\_  
Name: Robert G. Luna  
Title: Sheriff  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**  
DAWYN R. HARRISON  
County Counsel

By: Michele Jackson  
Michele Jackson  
Principal Deputy County Counsel

*[signatures continue on next page]*



**CITY**

CITY OF LOS ANGELES, a municipal corporation, acting by and through its Department of General Services

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy  
Date: \_\_\_\_\_

## EXHIBIT A

### Site Plan





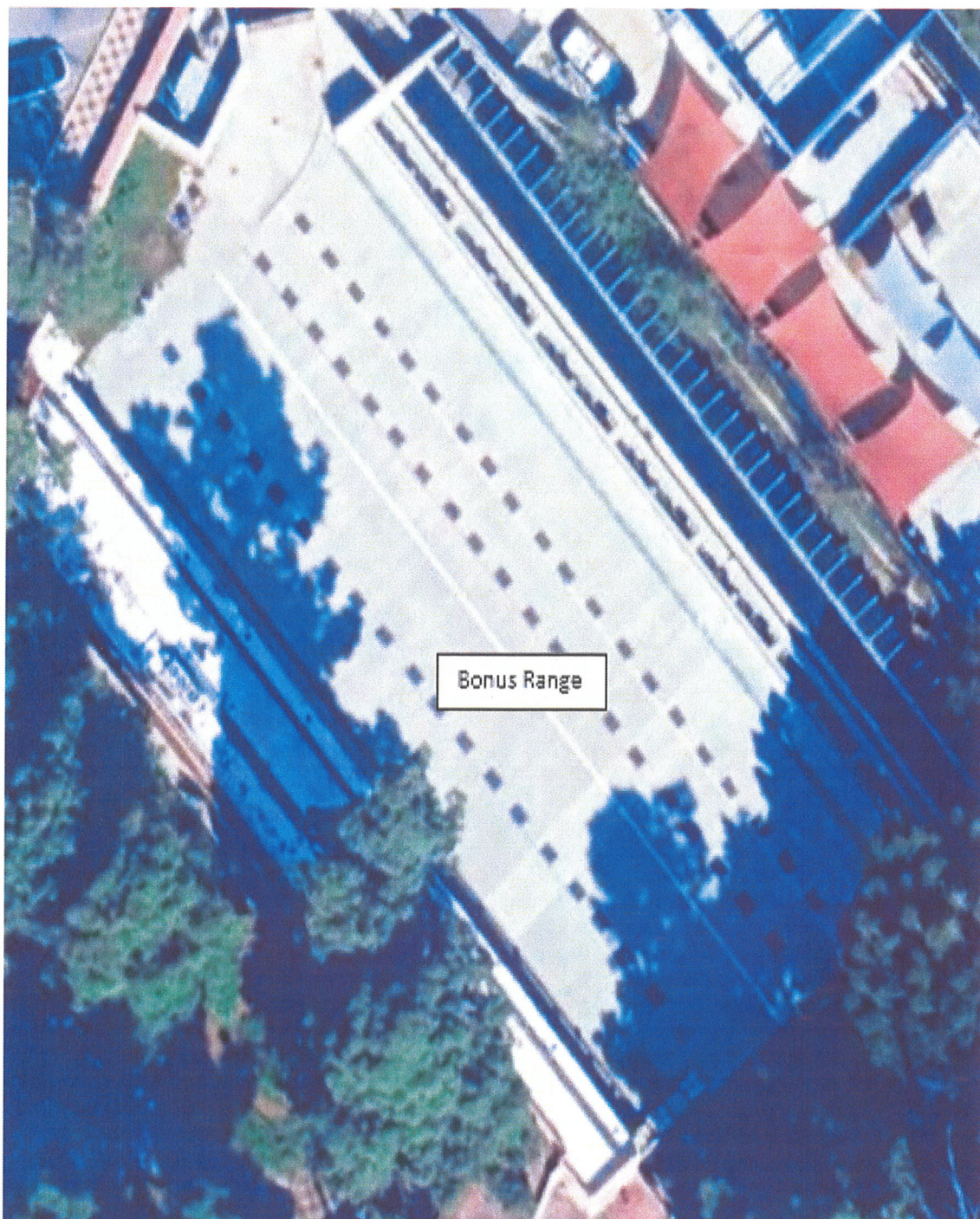






Shotgun Range







## **EXHIBIT B**

### **Los Angeles Police Department** **Elysian Park Firearms** **Policies and Procedures**

The following policies, and procedures outline basic operations to conduct safe and effective training while on LAPD facilities. Any person participating in training or qualification on LAPD facilities shall comply with the policies and procedures or be subject to removal from the location. The designated rangemaster shall oversee enforcing the policies and procedures and is granted the authority to refuse training and request removal of any party, regardless of employment, who refuses to follow them.

The designated LASD Rangemaster shall be provided with a set of keys to the location. These keys are individually registered and are not to be loaned out or copied.

At the start of watch the Rangemaster's responsibilities will be to open the ranges and oversee an inspection of range facilities and necessary equipment to conduct training or qualification. Any broken or damaged equipment observed shall be immediately identified and documented with the LAPD Elysian Park Firearms Supervisor at the soonest convenience.

The LASD Rangemaster shall enforce the LAPD range safety protocols including adherence to the 4 basic firearms safety rules, the proper use of mandated eye and ear protection during live fire, maintaining the proper ratio of instructors to students during training, advising personnel of proper lead abatement procedures and verifying students have proper equipment and attire to conduct safe training.

Range equipment including firearms, ammunition, holsters and other equipment shall be limited to items authorized for use by the LASD, but not to include armor piercing, incendiary or tracer ammunition. Proper range attire is always required to include the mandated use of closed toed shoes (no Crocs, or slippers) suitable for training and running.

The use of steel targets at Elysian Park Academy is prohibited due to the risk and injury and damage to the range facilities.

The Los Angeles Police Department Elysian Park Academy is open to the public in certain areas including the Rock Garden, the LAPRAAC Café, LAPRAAC equipment store, LAPRAAC administrative office and LAPFCU branch facility during operating hours. The public does not have access to the ranges and can be restricted from locations while training is ongoing.

Storage facility for the LASD conex box will be provided on the Shotgun range. Prior to the installation of the storage facility one LASD vehicle will be provided access to the upper academy for on site access to targets, backing and range equipment.



If LAPD firearms personnel are present during training or qualification LASD shall check in and check out with a range equipment verification log specifying status of equipment, date, time, initials and serial number.

**EXHIBIT C**

Insurance Requirements

[see attached]



## EXHIBIT C

### INSURANCE CONTRACTUAL REQUIREMENTS

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

### CONTRACTUAL REQUIREMENTS

#### CONTRACTOR AGREES THAT:

**1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

**2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

**3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

**4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

**5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

**6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.



## Required Insurance and Minimum Limits

Name: Los Angeles Sheriff's DepartmentDate: 05/15/2025Agreement/Reference: License Agreement- Elysian Park Gun Range

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

☒ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC	<u>Statutory</u>
EL	<u>\$1,000,000</u>

☒ Waiver of Subrogation in favor of City

☐ Longshore & Harbor Workers  
☐ Jones Act

☒ **General Liability** City of Los Angeles Must be named as an additional insured party
\$5,000,000
☒ Products/Completed Operations

☐ Sexual Misconduct

☐ Fire Legal Liability

☐
☒ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)
\$1,000,000
☒ **Professional Liability** (Errors and Omissions)
\$1,000,000Discovery Period 12 Months After Completion of Work or Date of Termination
☐ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage

☐ Flood

☐ Earthquake

☐ Boiler and Machinery

☐ Builder's Risk

☐ **Pollution Liability**
☐
☐ **Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

100% of the contract price

☐ **Crime Insurance**
Other: Sent to Lisa Schechter @ GSD



# COUNTY OF LOS ANGELES

## CERTIFICATE OF SELF-INSURANCE COVERAGE

06-10-2025

### PRODUCER/INSURED

COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE  
RISK MANAGEMENT BRANCH  
320 WEST TEMPLE STREET, 7TH FLOOR  
LOS ANGELES, CA 90010

This certificate is provided for informational purposes only, and does not affect, or expand any of the County's obligations pursuant to the Agreement. This Certificate also confirms that the County is not an insurance company, and that no insurance obligation or relationship exists, or will be established in any manner whatsoever between the County and any individual, contractor, vendor and public or private entity/organization.

### ENTITIES AFFORDING COVERAGE

COUNTY OF LOS ANGELES

PARTICIPATION  
100%

### COVERAGES

This Certificate of County Self-Funding Insurance Obligation (Certificate) is the County of Los Angeles (County) authorized Statement that is elected to self-fund its financial obligations. This self-funding of liability is in lieu of commercial insurance coverage, and applies only to the extent permitted by State Law.

The County is permitted to self-fund its liabilities arising from acts or omissions of the County; its appointed and elected officers, employees and volunteers (except actual fraud, corruption, or malice), by virtue of California Government Code Sections 989-991.2, County Code 5.32 and Articles 1 and 2 of the County Charter. The liabilities that the County self-funds include general, automobile, property and workers' compensation.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
<input checked="" type="checkbox"/> Commercial General Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$5,000,000 Aggregate Amount - \$10,000,000
<input checked="" type="checkbox"/> Automobile Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Property Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Professional Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - \$1,000,000 Aggregate Amount - \$2,000,000
<input checked="" type="checkbox"/> Workers' Compensation and Employers Liability	Self Insured	06/06/2025	06/06/2026	Occurrence Amount - Statutory Statutory aggregate

### DEPARTMENT OF OPERATIONS/LOCATIONS

County Department  
Facility Use Agreement

**Sheriff**  
Los Angeles Sheriff Department's use of the Elysian Park Gun Range

Certificate Holder  
City of Los Angeles and all of its Agencies, Boards, and Departments

200 N Main Street, City Hall East, Room 1240  
Los Angeles, CA, 90012

### CANCELLATION

SHOULD THE COUNTY ELECT TO DISCONTINUE SELF-INSURING ITS LIABILITIES, THE COUNTY WILL NOTIFY THE HOLDERS ON ITS RISK MANAGEMENT WEBSITE

BY:

DESTINY CASTRO, ACTING COUNTY RISK MANAGER



# BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

<b>CLUSTER AGENDA REVIEW DATE</b>	9/24/2025	
<b>BOARD MEETING DATE</b>	10/14/2025	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 <sup>st</sup> <input type="checkbox"/> 2 <sup>nd</sup> <input type="checkbox"/> 3 <sup>rd</sup> <input type="checkbox"/> 4 <sup>th</sup> <input type="checkbox"/> 5 <sup>th</sup>	
<b>DEPARTMENT(S)</b>	Sheriff's Department	
<b>SUBJECT</b>	Approve a License Agreement with the City of Los Angeles	
<b>PROGRAM</b>	As-needed use of Elysian Park Gun Range	
<b>AUTHORIZES DELEGATED AUTHORITY TO DEPT</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>SOLE SOURCE CONTRACT</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
<b>SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable	
<b>DEADLINES/ TIME CONSTRAINTS</b>		
<b>COST &amp; FUNDING</b>	Total cost: Zero-net-County cost	Funding source:
	TERMS (if applicable): Initial term of one year, with an option to extend the term for up to five additional one-year periods.	
	Explanation:	
<b>PURPOSE OF REQUEST</b>	Approval of a License Agreement with the City of Los Angeles to allow the Department as-needed access to the Elysian Park Gun Range. The use of a weapons firing range is necessary to facilitate basic handgun qualifications for armed Department personnel.	
<b>BACKGROUND (include internal/external issues that may exist including any related motions)</b>	Following a fatal fire at the Department's mobile shooting range in October 2023, all 16 mobile ranges were closed, necessitating the use of alternative facilities for the training and qualification of armed personnel. Allowing the Department's armed personnel access to alternative weapons firing ranges is essential to maintaining the Department's standard for armed personnel to qualify with the Department-issued handguns, shotguns, and rifles.	
<b>EQUITY INDEX OR LENS WAS UTILIZED</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
<b>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
<b>DEPARTMENTAL CONTACTS</b>	Name, Title, Phone # & Email: • Cynthia Lopez, Contracts Manager, (213) 229-3267, <a href="mailto:ctlopez@lasd.org">ctlopez@lasd.org</a> . • Daniel Inez, Lieutenant, (323) 307-8668, <a href="mailto:dinez@lasd.org">dinez@lasd.org</a>	