

AGREEMENT FOR USE OF SHIELD REGIONAL TRAINING CENTER

This Agreement (“Agreement”) is made and entered into by and between SHIELD Regional Training Consortium, Inc. (“SHIELD”) and Tehama County Probation Department (“Agency”) with regard to use of the SHIELD Regional Training Center. SHIELD and Agency may individually be referred to as “Party” or collectively as “Parties” in this Agreement. The commencement date for this Agreement shall be July 1, 2026.

RECITALS

WHEREAS, SHIELD is a multi-agency training consortium made up of numerous public agencies from the counties of Shasta, Trinity, and Tehama; and

WHEREAS, SHIELD has the right to possess and operate out of the training facility located at 4300 Caterpillar Road, Redding, California, which provides various resources for public safety training; and

WHEREAS, Agency would like to use the Premises for public safety training purposes and SHIELD is agreeable to providing such non-exclusive use as outlined herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1. USE OF SHIELD FACILITIES

A. Non-Exclusive Use

SHIELD and Agency agree to the joint use, for the term and the conditions in this Agreement, of a portion of that real property located at 4300 Caterpillar Road, Redding, California, and other facilities which SHIELD has a right to possess and/or use (the “Premises”). The use will be non-exclusive as other public agencies will have access and authority to use the Premises during the Term.

B. Acceptance of Premises

Agency hereby acknowledges that (a) prior to the commencement of this Agreement, it has occupied the Premises and has examined the Premises and has satisfied itself with respect to the condition of the Premises and the present and future suitability of the Premises for Agency’s intended use; (b) neither SHIELD, nor SHIELD’s agents, has made any oral or written representations or warranties with respect to the Premises other than as set forth in this Agreement; (c) the Premises are subject to all applicable zoning ordinances, building codes and other

applicable laws and to all easements, covenants, conditions, restrictions and other matters of record on the commencement date of this Agreement; and (d) Agency accepts the Premises in an “as-is, where-is condition, with all faults.”

C. Permitted Use

The Premises are to be used solely as a public safety training center. The Premises includes over 44,000 square feet of space, made up of seven classrooms, a mat room, a force option simulator room, eleven offices and two additional breakout rooms. Additionally, the Premises may include off-site locations such as Shasta College, the Emergency Vehicle Outfitting Company, or other locations which SHIELD has a right to possess and/or use. The Premises are all to be used for public safety training, education, administration, and instruction.

ARTICLE 2. FACILITY USE REQUIREMENTS

A. Payment of Dues

Membership dues are to be paid by Agency by July 31st of each year. Agency shall timely pay all SHIELD membership dues. The SHIELD Board of Directors may, at any time, adjust the amount and the deadline for payment of dues by a 2/3 vote. Payments made 90- 120 days late will incur a 2% late fee; payments made 120- 150 days late will incur a 3% late fee, payments made 150- 180 days late will incur a 5% late fee. Failure to pay the membership dues within 180 days of the due date will result in a revoked membership for that year and termination of this Agreement. Agency may still have access and use of the Premises following revocation of membership and termination of this Agreement but will be required to pay a facilities fee in an amount determined by SHIELD.

B. SHIELD Participation

Agency agrees to assign a voting member and proxy to the SHIELD board. The voting members will be required to attend the monthly SHIELD board meeting, and are strongly encouraged to participate in the annual SHIELD fundraiser. Participation in the annual fundraiser includes, but is not limited to, securing table sponsorships, securing donations and/or securing monetary contributions. Agency shall designate a voting member and proxy within 180 days of execution of this Agreement, and (b) attend 3 consecutive board meetings Failure of Agency to designate a voting member or that voting member's failure to attend 3 consecutive board meetings may result in immediate termination of this Agreement. If termination occurs, Agency may still have access and use of the Premises but will be required to pay a facilities fee in an amount determined by SHIELD.

C. Compliance with Laws and Policies

Agency shall comply with all applicable laws, ordinances, and codes of federal, state, and local government. Agency further agrees to comply with all SHIELD policies and procedures presently existing or adopted during the term of this Agreement, along with any extensions or renewals.

ARTICLE 3. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2024, and shall be for a one-year term. This Agreement shall automatically renew on the terms and conditions set forth herein unless otherwise amended or terminated pursuant to Article 6 of this Agreement.

ARTICLE 4. INSURANCE REQUIREMENTS

Agency and SHIELD shall both be required to maintain insurance coverage during the term of this Agreement, as set forth below. Alternatively, Agency will comply with this section by providing documentation sufficient to SHIELD that Agency is self-insured.

Coverage shall be at least as broad as:

- A. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;
- B. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
- C. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence.
- D. The General Liability shall contain or be endorsed to contain the following provisions:
 - 1. SHIELD, its officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Agency. The coverage shall contain no special limitations on the scope of protection afforded to SHIELD, its officials, officers, employees, agents and volunteers.
 - 2. Agency, its officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of SHIELD. The coverage shall contain no special limitations on the scope of protection afforded to Agency, its officials, officers, employees, agents and volunteers.
 - 3. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given. In addition, both parties agree that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given.
- E. Insurance is to be placed with insurers with a current A.M.Best's rating of no less than A-VII.
- F. If any policy of insurance required by this Section is a "claims made" policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, the parties shall

keep said insurance in effect for a period of eighteen (18) months after the termination of this Agreement.

- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Agreement, one party shall immediately notify the other no later than three (3) calendar days after the event, a written report shall be provided containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Agency's insurance company; and 4) a detailed description of the damage and whether any SHIELD property was involved.

ARTICLE 5. INDEMNIFICATION

- A. Agency, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, SHIELD, its officers, officials, employees, volunteers, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the legal counsel retained by SHIELD, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Agreement by Agency its officers, employees or agents in the performance of professional services under this Agency, except when liability arises due to the sole negligence, active negligence or misconduct of SHIELD.
- B. SHIELD, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, Agency, its officers, officials, employees, volunteers, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney's fees of the legal counsel retained by Agency, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Agreement by SHIELD its officers, employees or agents in the performance of professional services under this SHIELD, except when liability arises due to the sole negligence, active negligence or misconduct of Agency.
- C. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by Agency.

ARTICLE 6. TERMINATION

Either Party may terminate this Agreement without cause on thirty (30) days' written notice. Termination shall relieve both Parties of any further obligations under the Agreement. Agency does have the option of continued use of Premises for payment of a facility fee in an amount set forth by SHIELD.

ARTICLE 7. RELATIONSHIP BETWEEN PARTIES

Nothing in this Agreement is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust, or partnership or to allow SHIELD to exercise discretion or control over the professional manner in which Agency performs under this Agreement. Each Party acknowledges and agrees that it neither has, nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way.

ARTICLE 8. MISCELLANEOUS

A. Notices

Notices required pursuant to the provisions of this Agreement shall be conclusively determined to have been delivered (i) when hand delivered to the other party at such addresses listed below, or at such other addresses as the receiving party designated by proper notice to the sending party, or (ii) three (3) days after being deposited in the United States Mail, postage prepaid, addresses as follows:

To SHIELD:

Shield Regional Training Consortium
ATTN: Executive Director
4300 Caterpillar Road
Redding, CA 96003

To AGENCY:

Tehama County Probation Department
1840 Walnut Street
Red Bluff, California, 96080

B. Assignment

Agency shall not assign its rights or obligations under this Agreement without the written approval of SHIELD. If written approval is provided by SHIELD for an assignment, the terms and conditions of this Agreement will remain in full force and effect.

C. Licenses and Permits

Agency shall, at its sole expense, obtain and keep in effect all licenses and permits necessary for its use of the Premises.

D. No Waiver

The failure of SHIELD to exercise the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of SHIELD's right to demand performance or to assert any right on a future occasion.

E. Venue and Jurisdiction

If any action arises in law or equity on the basis of any provision of this Agreement, or of Agency's use of the Premises, venue for such an action shall lie in Shasta County, State of California, This Agreement shall be construed in accordance with the laws of the State of California.

F. Attorney's Fees

Should any action be filed based upon an alleged breach of this Agreement, the prevailing party in such an action shall be entitled to attorney's fees and costs incurred in such litigation.

G. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of the Agreement shall remain in full force and effect.

H. Signature Authority

The person signing this Agreement hereby represents that they have the legal authority to execute this Agreement on behalf of the respective party and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. Each party is fully entitled to rely on these warranties and representations and in entering into this Agreement or any amendments thereto.

I. Amendment

This Agreement shall not be altered, amended, or modified except by a writing signed by SHIELD and Agency. No verbal agreement or conversation with any official, officer, agent, or employee of SHIELD, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle the Parties to compensation beyond that contemplated in the Agreement.

J. Force Majeure

Except as otherwise expressly provided in this Agreement, if the performance of any act required by this Agreement to be performed by either SHIELD or Agency is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

K. Neither Party is the Drafter

This Agreement shall not be construed in favor of or against any party by reason of the fact that this Agreement was drafted by one party or one party's legal counsel but shall be subject to neutral construction.

L. Certified Access Specialist

The building and Premises have not undergone an inspection by a Certified Access Specialist (CAsp). Since compliance with the American with Disabilities Act (ADA) is dependent upon Agency's specific use of the Premises, SHIELD makes no representation or warranty as to whether or not the Premises comply with ADA or similar legislation. In the event that Agency's specific use of the Premises directly and solely requires modifications or additions to the Premises in order to be in ADA compliance, Agency agrees to make any such necessary modifications and/or additions at Agency's expense.

M. Entire Agreement

This Agreement, including any exhibits or addendums, contains the entire agreement between the Parties and supersedes whatever oral or written understanding each may have had prior to the execution of the Agreement. It supersedes all previous understandings between the Parties with respect to the Premises.

N. Counterparts

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

SIGNATURES ON FOLLOWING PAGE

4300 Caterpillar Road
Redding, CA 96003
(530) 768-1348

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

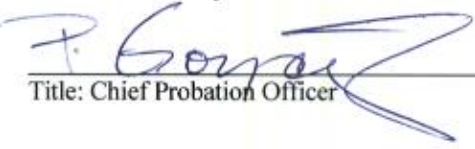
SHIELD

Date

Title: Executive Board Chair

Tehama County Probation

Date



Title: Chief Probation Officer

6/25/26

