

**FIRST AMENDMENT
LEASE AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
REDWOOD GUN CLUB**

This First Amendment to the Lease Agreement dated July 23, 2024, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as “LESSEE,” and the Redwood Gun Club, a California nonprofit corporation, hereinafter referred to as “LESSOR,” is entered into on this _____ day of _____, 2024.

WHEREAS, on July 23, 2024, LESSEE and LESSOR entered into a Lease Agreement for the use of the real property located on Young Lane, Manila, California; and

WHEREAS, LESSEE and LESSOR now desire to amend certain provisions of the Lease Agreement in order to expand the scope of allowable uses, and increase the scope of intended uses set forth therein and increase the monthly rental rates payable thereunder.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Section 2 – Use of Premises of the Lease Agreement is hereby amended to read as follows:

2. USE OF PREMISES:

A. Intended Use. LESSOR hereby grants to the COUNTY a non-exclusive, revocable right to use the Premises for the limited purposes stated herein, and the COUNTY hereby accepts the same, subject to the terms and conditions of this Agreement.

1. The COUNTY may use the Range solely for a pistol, rifle, shotgun classes as related to the specified use activities set forth in Exhibit B – Authorized Use, which is attached hereto and incorporated herein by reference as if set forth in full.
2. If COUNTY does not have a current qualified Range Safety Officer for the section of the range that is being used, LESSOR will provide one at the rate of \$100 per instructor, per day.
3. Projectiles fired will be confined to the leased Range area and discharged into specified berms or traps designed to capture and contain the fired projectiles. Excluding the projectiles fired into permanent berms, all materials that are a part of the COUNTY use of the Range will be cleaned up (removed) immediately following the event.
4. Heavy artillery, Canons and fireworks are specifically excluded and prohibited from use on the Range.
5. The COUNTY shall have use of storage space located in the Conex area of the Premises, approximately ten (10) feet wide by two (2) feet deep, to store range/training equipment, including but not limited to, target stands, target backers and targets. No firearms are to be stored in the Conex storage box.

- B. Unusable due to Destruction. In the event the leased premises is destroyed in whole or in part by fire or other casualty to the extent that they are substantially unusable, COUNTY reserves the right to forthwith terminate this Lease upon written notice within seven (7) days following the date of loss. In the event that the leased premises is destroyed in whole or in part by fire or other casualty, LESSOR shall have the option to rebuild or to terminate this Lease. Such option shall be exercised by LESSOR by providing written notice to COUNTY within seven (7) days following the date of loss. LESSOR's option to rebuild shall not affect COUNTY's right to terminate this Lease as set forth herein.
- C. Unusable due to Illegality or Condemnation. If it becomes unlawful for COUNTY to conduct its intended operations on the premises, or if a portion of the premises thereto is condemned by a public authority to the extent that it becomes impossible to use the premises, or if any highway or street change is made diverting or re-routing traffic away from the premises to the extent that the premises becomes impossible to use, COUNTY shall have the right at any time thereafter to terminate this Lease by giving LESSOR seven (7) days advance written notice of such termination.
- D. Unusable for Intended Operations. If the premises becomes unusable from a practical standpoint for a period of ten (10) consecutive days or longer as a result of causes, including, without limitation, flood, strikes, riots, insurrection, or other similar or different causes, beyond the control of LESSOR and COUNTY, COUNTY may terminate this Lease upon seven (7) days written notice to LESSOR. The remedy set forth herein are in addition to, and do not in any manner limit, any other remedies available to COUNTY.
- E. Non-Exclusivity. The COUNTY understands other parties may use the Premises. When scheduling classes, scheduling shall be conducted on a first come, first serve basis.

2. Section 5 – Rent of the Lease Agreement is hereby amended to read as follows:

5. RENT:

- A. Monthly Rental Rates. In consideration for the license to use the Premises, the COUNTY agrees to pay Redwood Gun Club the sum of Two Hundred Dollars (\$200.00) for utilizing the Premises for each day of use, for a total of twenty-five (25) classes per year. The monthly fee for use of the Conex storage box will be Twenty Dollars (\$20.00) per month. COUNTY here agrees to pay a total use fee of Five Thousand One Hundred Forty Dollars (\$5,140.00) for the year. As well as reimbursement for the Business License and any damage to property in regard to target backers, stands, steel, *etc.* Any classes conducted beyond the twenty-five (25) days will be charged a fee of Two Hundred Dollars (\$200.00) per additional class. The minimum use fee may be waived by LESSOR, when agreed to, in writing, in advance with the COUNTY. Said sum shall be paid to LESSOR no later than thirty (30) days after such use.
- B. Payment. Payment shall be made at the following address or such other place as LESSOR may designate in writing to COUNTY:

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LESSOR: Redwood Gun Club
Attention: Alan Richmond, Treasurer
P.O. Box 584
Arcata, California 95518

3. Section 10 – Insurance Requirements of the Lease Agreement is hereby amended to read as follows:

10. INSURANCE REQUIREMENTS:

A. General Insurance Requirements. During the term of this Agreement, COUNTY, at its expense, shall procure insurance with companies satisfactory to LESSOR covering COUNTY against risks and with minimum limits as indicated below:

1. Workers Compensation Insurance, as required by the California Labor Code, with statutory limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease, if applicable.
2. Comprehensive or Commercial General Liability Insurance in an amount of Two Million Dollars (\$2,000,000.00) combined single limit per occurrence, including, without limitation, bodily Injury and property damage, contractual liability and product, completed operation and cross liability coverage.
3. Commercial Automobile Liability Insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence, including, bodily injury and property damage coverage, for all owned, hired or non-owned vehicles.

B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions.

1. The above-referenced policies shall name LESSOR as an additional insured on a primary basis for the duration of the Agreement term. The additional insured endorsement must be ISO CG20 10 10 01 (or other form with like wording). Additional insured status gives the additional insured rights of indemnity under the policies that are independent of the contractual requirement to indemnify.
2. The above-referenced policies shall provide that LESSOR be given a thirty (30) day written notice prior to cancellation of the policy.
3. All liability coverages must be on an "occurrence" basis as opposed to a "claims made" basis.
4. All insurance shall be in a form sufficient to protect COUNTY and LESSOR against the claims of third persons, and to cover claims by LESSOR against the COUNTY for which COUNTY has assumed liability under this Agreement.

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5. COUNTY hereby waives any subrogation claim against LESSOR by its insurers under the above-referenced policies, for damages arising from any peril insured against under such policies. If necessary, the above-referenced policies shall include an endorsement allowing this waiver of subrogation claims.
 6. Prior to commencement of this Agreement, COUNTY shall furnish LESSOR with a copy of the endorsement naming LESSOR as an additional insured and certificate(s) of insurance, dated and signed by a stated, authorized agent for the insuring company or companies, in a form acceptable to LESSOR and containing a representation that coverage of the types required hereunder is provided with the required limits.
- C. Insurance Notices. Any and all notices regarding the insurance required hereunder shall be sent to the addresses set forth below in accordance with the notice requirements contained herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

LESSOR: Redwood Gun Club
Attention: Alan Richmond, Treasurer
P.O. Box 584
Arcata, California 95518-0584

4. Except as modified herein, the Lease Agreement dated July 23, 2024 shall remain in full force and effect. In the event of a conflict between the provisions of this First Amendment and the original Lease Agreement the provisions of this First Amendment shall govern.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

REDWOOD GUN CLUB:

By: 

Date: 12/9/24

Name: Chris Roane

Title: President

By: 

Date: 12-9-2024

Name: Alan Richmond

Title: TREASURER

COUNTY OF HUMBOLDT:

By: _____

Date: _____

Rex Bohn, Chair
Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____

Date: 12/11/2024

Risk Management