

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

441



FROM: Economic Development Agency

SUBMITTAL DATE:
March 25, 2010

SUBJECT: Revenue License Agreement – Riverside Community College District

RECOMMENDED MOTION: That the Board of Supervisors ratify and authorize the Chairperson to execute a License Agreement on behalf of the County with Riverside Community College District for the use of the Ben Clark Training Center facility (BCTC).

BACKGROUND: Riverside Community College District (RCCD) has executed a License Agreement with the County for its continued use of the facilities at BCTC for the period from July 1, 2009 through June 30, 2012.

(Continued)

Departmental Concurrence

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	No
	Annual Net County Cost:	\$0	For Fiscal Year:	10/11

SOURCE OF FUNDS:	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:

County Executive Office Signature Jennifer V. Sargent

Policy
 Policy

Consent
 Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.76 of 7/1/08; 3.46 of 2/24/09 | **District:** 1 | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.36

BACKGROUND: (Continued)

Riverside Community College District would like to continue to use the BCTC classrooms, Mat room, range, laboratories, and drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services and related general coursework at the BCTC facility. The license fees for usage of the BCTC facilities are based upon Board Policy H-30, approved by the Board of Supervisors minute order 3.13 dated 5/5/09. The retroactive term shall be from July 1, 2009 through June 30, 2012.

Licensor:	County of Riverside
Premises Location:	Ben Clark Training Center, 16791 Davis Avenue, Riverside, California
Term:	July 1, 2009 through June 30, 2012
Rates:	As per Board Policy H-30, rent shall be based at a daily rate.
Rate Adjustments:	Any rate increases shall take effect at the beginning of the District's next fiscal year, beginning on July 1, as per Board Policy H-30.
Utilities:	County to provide.
Custodial Services:	County to provide.
Maintenance:	County to provide.
Improvements:	None
RCIT Costs:	None

The attached License Agreement has been reviewed and approved by County Counsel as to legal form.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

**LICENSE AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
COUNTY OF RIVERSIDE**

The **RIVERSIDE COMMUNITY COLLEGE DISTRICT, LICENSEE**, hereinafter referred to as "**RCCD**", and the **COUNTY OF RIVERSIDE, a Political Subdivision of the State of California LICENSOR**, hereinafter referred to as "**COUNTY**", do hereby agree as follows:

The term "Parties" may be used throughout this document to collectively refer to **RCCD** and **COUNTY**.

1. AGREEMENT. COUNTY agrees to supply adequate office and classroom space, as well as the use of Mat room, range, laboratory facilities, and drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services and related general coursework at the **COUNTY'S** facility known as the Ben Clark Public Safety Training Center (BCTC), or other locations as deemed appropriate between the parties. The designated classrooms, offices, Mat, range, laboratory space and drill grounds being currently utilized by **RCCD** are attached hereto and incorporated herein as Exhibit A. Classroom assignments will be mutually agreed upon between the parties. Any change to assignments for any of the space mentioned above must be in writing and will be mutually agreed upon between the parties.

2. TERM. The term of this agreement shall be from July 1, 2009, through June 30, 2012.

3. PAYMENT BASIS. RCCD agrees to compensate **COUNTY** at rates established and adopted by the County Board of Supervisors (County Board Policy H-30). Said rates are based on total square footage of all space utilized by **RCCD**, on an hourly, a half or whole day's usage. The exception to a square footage charge would be the use of the Range, which is a flat rate per half or whole day usage. **RCCD** shall be notified by **COUNTY** of any proposed change in rates to be charged prior to **COUNTY'S** submittal to the Board of Supervisors for adoption, and **RCCD** shall be given an opportunity to review and approve the proposed change with **COUNTY** personnel. Any rate increases shall take effect at the beginning of the District's next fiscal year, beginning on July 1. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit B.

4. IMPROVEMENTS. In the event that **RCCD** desires to make any improvements, alterations or installations of fixtures, it shall first notify **COUNTY**, providing **COUNTY** with proposed plans (if applicable) and obtain **COUNTY'S** written approval from the Economic Development Agency, to make the improvements, alterations or installation of fixtures. **COUNTY** shall not withhold consent unreasonably.

Any improvements or alterations which are made, or fixtures installed, or caused to be made and installed by **RCCD** shall become the property of **COUNTY** with the exception of trade fixtures as that term is defined in Section 1019 of the Civil Code. At or prior to expiration of this Agreement, **RCCD** shall restore the premises to the original condition, as

1 nearly as practicable. If such trade fixtures are not removed by **RCCD**, **COUNTY** may, at its
2 election either: 1) remove and store them, restoring the premises to its original condition and
3 within thirty (30) days of removal and storage, seek reimbursement of any costs associated
4 therewith; or 2) take and hold such fixtures as its sole property.

5 **5. SIGNS.** Other than the signs, displays or other forms of advertising which
6 **RCCD** already has in place, **RCCD** shall not add any additional signage, displays or
7 advertising without the written consent of **COUNTY**. Said approval shall not be unreasonably
8 withheld.

9 **6. FURNITURE AND EQUIPMENT.** **COUNTY** shall provide furniture in the
10 classroom areas. **RCCD** shall have the right to install portable equipment and fixtures as may
11 be necessary for conducting classes and such equipment shall remain the property of **RCCD**.
12 **RCCD** shall provide all office furniture and equipment that may be required for conducting
13 business at BCTC.

14 **7. INGRESS AND EGRESS.** **RCCD** shall be permitted ingress and egress to and
15 from the premises through such doors and routes as are designated by the **COUNTY** through
16 its Sheriff's Department and Fire Department.

17 **8. CUSTODIAL MAINTENANCE.** **COUNTY** shall provide for custodial services in
18 connection with the premises and shall maintain the premises in good working order and
19 repair.

20 **9. UTILITIES.** **COUNTY** shall provide, or cause to be provided, all utility services,
21 including, but not limited to, electric, water, gas, refuse collection and sewer services
22 necessary for the operation, maintenance and use of the premises. In addition, **COUNTY**
23 shall provide internet infrastructure for all office space used by **RCCD**.

24 **10. INSPECTION OF PREMISES.** **COUNTY** shall have, at any time during normal
25 business hours, the right to enter the premises used by **RCCD** for the purpose of inspecting,
26 monitoring and evaluating the obligations of **RCCD** hereunder and for the purpose of doing
27 any and all things which it is obligated and has a right to do under this Agreement. **COUNTY**
28 will do everything possible in connection with any inspections to see that classes in session at
29 the time of inspection are disrupted as little as possible.

30 **11. QUIET ENJOYMENT.** **RCCD** shall have, hold and quietly enjoy the use of the
31 premises so long as it shall fully and faithfully perform the terms and conditions that it is
32 required to do under this Agreement.

33 **12. TERMINATION BY COUNTY.** **COUNTY** shall have the right to terminate this
34 agreement forthwith if **RCCD**:

- 35 a. Files for voluntary or involuntary bankruptcy;
- 36 b. Makes a general assignment or **RCCD's** interest hereunder is
37 assigned involuntarily or by operation of law, for the benefit of creditors;
- 38 c. Abandons the premises; or
- 39 d. Refuses to meet any of its obligations hereunder or as otherwise provided
40 by law.

1 **13. TERMINATION BY EITHER PARTY.** Notwithstanding the provisions in
2 Paragraph 12 above, either party may terminate this Agreement upon notice in writing to the
3 other party of not less than six (6) months prior to the effective date of termination. Whether
4 termination is by **COUNTY** or **RCCD**, it will coincide with the end of a semester.

5 **14. INSURANCE.** **RCCD** shall provide Workers' Compensation Insurance in
6 accordance with the laws of the State of California. **RCCD**, being self-insured, shall not be
7 entitled to recover any costs, settlements or expenses of workers' Compensation claims,
8 arising from this Agreement, from **COUNTY**. **RCCD** shall provide an endorsement of
9 coverage to waive subrogation in favor of **COUNTY**.

10 **RCCD** shall procure and maintain commercial general liability insurance coverage that
11 shall protect from claims for damages for personal injury, including, but not limited to,
12 accidental and wrongful death, as well as from claims for property damage, which may arise
13 from **RCCD's** use of the premises or the performance of its obligations hereunder, whether
14 such use or performance is by **RCCD**, or by anyone employed directly or indirectly by **RCCD**
15 while acting in the scope of their employment. Said insurance shall provide for limits of not
16 less than One Million Dollars (\$1,000,000) per occurrence. **RCCD** shall have insurer endorse
17 its policy to add **COUNTY** as an additional insured.

18 **RCCD** shall provide, upon **COUNTY's** request, a Certificate of Insurance showing that
19 such insurance is in full force and effect and in the limits required.

20 The above insurance requirements may be met with a program of self-insurance,
21 through a Joint Powers Authority, or a combination of both; however, it is agreed between the
22 parties that the administration of any self-insurance will be done in a manner as if all insurance
23 requirements contained herein are part of **RCCD's** self-insurance program.

24 The specified insurance limits herein shall in no way limit or circumscribe obligations to
25 indemnify and hold **COUNTY** free and harmless herein.

15. INDEMNIFICATION/HOLD HARMLESS.

RCCD shall indemnify and hold **COUNTY**, its officers, agents, employees, and
independent contractors free and harmless from any claim or liability whatsoever, based or
asserted upon any act or omission of **RCCD**, its officers, agents, employees, volunteers,
subcontractors or independent contractors, for property damage, bodily injury or death, or any
other element of damage of any kind or nature arising out of the performance of this
Agreement to the extent that such liability is imposed on **COUNTY** by the provisions of
California Government Code Section 895.2 or other applicable law, and **RCCD** shall defend at
its expense, including attorney fees, expert fees and investigation fees **COUNTY**, its officers,
agents, employees and independent contractors in any legal action or claim of any kind based
upon such alleged acts or omissions.

The obligations to indemnify and hold **COUNTY** free and harmless herein shall survive
until any claim, action or cause of action with respect to any such alleged acts or omissions
are fully and finally barred by the applicable statute of limitations.

///

///

1 **COUNTY** shall indemnify and hold **RCCD**, its officers, agents, employees, and
2 independent contractors free and harmless from any claim or liability whatsoever, based or
3 asserted upon any act or omission of **COUNTY**, its officers, agents, employees, volunteers,
4 subcontractors or independent contractors, for property damage, bodily injury or death, or any
5 other element of damage of any kind or nature arising out of the performance of this
6 Agreement to the extent that such liability is imposed on **RCCD** by the provisions of California
7 Government Code Section 895.2 or other applicable law, and **COUNTY** shall defend at its
8 expense, including attorney fees, expert fees and investigation fees **RCCD**, its officers, agents,
9 employees and independent contractors in any legal action or claim of any kind based upon
10 such alleged acts or omissions.

11 The obligations to indemnify and hold **RCCD** free and harmless herein shall survive
12 until any claim, action or cause of action with respect to any such alleged acts or omissions
13 are fully and finally barred by the applicable statute of limitations.

14 **16. LIMITATIONS.** **COUNTY** reserves the right to close BCTC during times of
15 emergency or when needed by the Sheriff or Fire Departments for their activities. **COUNTY**
16 shall notify **RCCD** of any such closure as soon as practicable, but not less than 48 hours prior
17 to closure unless the closure is for an emergency due to a natural disaster or a catastrophic
18 event and in that case, notice shall be as soon as possible after the decision to do the closure.

19 All range firing will be under direct supervision of BCTC Range Safety Officers who
20 have completed a POST approved firearms instructors certification course or satisfactorily
21 completed the Ben Clark Training Center's prescribed Range Safety Officer's course. **RCCD**
22 shall comply with all Facility Use Rules.

23 **17. NOTICES.** Any notices required or desired to be served by either party upon
24 the other shall be addressed to the respective parties as set forth below:

25 **COUNTY:**

 Stan Sniff, Sheriff
 P.O. Box 512
 Riverside, CA 92502

 John R. Hawkins, Fire Chief
 210 W. San Jacinto
 Perris, CA 92570

 Assistant County Executive Officer
 Economic Development Agency
 County of Riverside
 3133 Mission Inn Ave.
 Riverside, CA 92507

RCCD:

 Cordell Briggs, Dean
 Public Safety Education and Training
 Ben Clark Training Center
 16791 Davis Ave.
 Riverside, CA 92518

 Ruth W. Adams, Esq.
 Director, Contracts, Compliance & Legal Serv.
 Riverside Community College District
 1533 Spruce St.
 Riverside, CA 92507

///
///
///

1 Or to such other addresses as from time to time shall be designated by the respective
parties. An information copy of any notice to **COUNTY** shall also be sent to:

2 Clerk of the Board of Supervisors
3 County of Riverside
4 4080 Lemon St., 1st Flr.
Riverside, CA 92501

5 **18. CONFORMITY WITH LAW AND SAFETY.** RCCD shall observe and comply
with all applicable laws, ordinances, codes and regulations of governmental agencies,
6 including federal, state, municipal and local governing bodies, having jurisdiction over the
subject matter hereof, including all provisions of the Occupational Safety and Health Act of
7 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety
regulations.

8 **ACCIDENTS:** If a death, serious personal injury or substantial property damage
9 occurs in connection with the performance of this Agreement, **RCCD** shall immediately notify
the BCTC staff or Riverside County Sheriff Dispatch department. **RCCD** shall promptly submit
10 to **COUNTY** a written report, in such form as may be required by **COUNTY** of all accidents that
occur in connection with this Agreement. This report must include the following information:

- 11 1. Name and address of the injured or deceased person(s);
- 12 2. Name and address of **RCCD'S** risk manager for purposes of
Insurance coverage;
- 13 3. A detailed description of accident and whether any of **COUNTY'S**
Equipment, tools, material or staff involved.

14 **19. DRUG-FREE WORKPLACE.** **RCCD** and its employees shall comply with the
15 **COUNTY'S** policy of maintaining a drug-free workplace. **RCCD'S** employees shall not
unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined
16 in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any
COUNTY facility, including the training facilities. If any employee of **RCCD** is convicted or
17 pleads nolo contendere to any criminal drug statute violation occurring at any county facility or
work site, **RCCD**, within five (5) days thereafter, shall notify the Sheriff. Violation of this
18 provision shall constitute a material breach of this Agreement.

19 **20. ASSIGNMENT.** **RCCD** shall not assign, sublet, mortgage, hypothecate or
otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any
20 person or entity without first obtaining the written consent of **COUNTY** with the exception of
two (2) offices which shall be sublet to the California Highway Patrol.

21 **21. EMPLOYEES AND AGENTS OF RCCD.** It is understood and agreed that all
22 persons hired or engaged by **RCCD** shall be considered to be employees or agents of **RCCD**
and not of **COUNTY**.

23 **22. BINDING ON SUCCESSORS.** **RCCD**, its assignees and successors in
24 interest, shall be bound by all the terms and conditions contained in this agreement, and all of
the parties thereto shall be jointly and severally liable hereunder.

25 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

23. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions shall continue in full force and effect.

24. NON-DISCRIMINATION. The parties assure that they will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam Era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.

25. JURISDICTION AND VENUE. This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

26. ENTIRE AGREEMENT. This agreement may be changed or modified only upon the written consent of the parties. This Agreement is intended by the parties as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes the 2008 agreement (and its Amendment) currently in place for use of the facilities at BCTC by RCCD.

///
///
///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

27. This License Agreement shall not be binding or consummated until its approval by the Riverside County Board of Supervisors.

Dated: _____

LICENSEE

RIVERSIDE COMMUNITY COLLEGE DISTRICT:

By: _____
James L. Buisse, Vice Chancellor
Administration and Finance

Date: _____

By: _____
Cordell Briggs, Dean
Public Safety, Education and Training

Date: _____

COUNTY OF RIVERSIDE, a political subdivision of State of California

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: _____
Jeff Stone, Chairman
Board of Supervisors

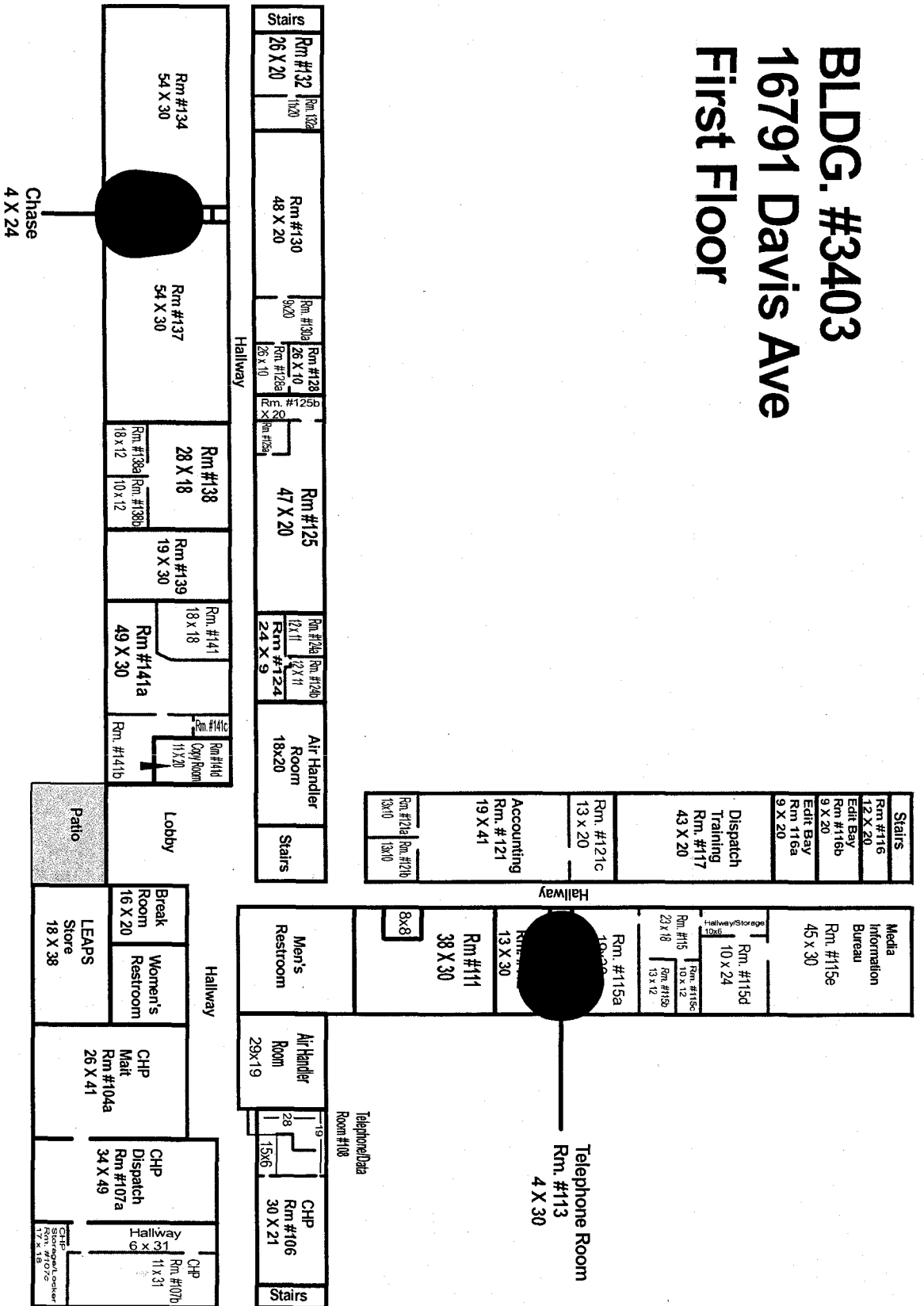
By: _____
Deputy

APPROVED AS TO FORM:
Pamela J. Walls
County Counsel

By: Synthia M. Gunzel
Synthia M. Gunzel
Deputy County Counsel

EXHIBIT "A"

BLDG. #3403 16791 Davis Ave First Floor

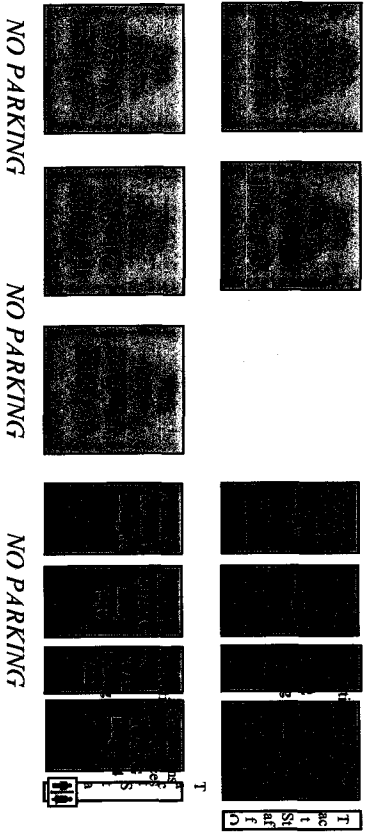


By: CD M. Jones
7/29/08

EXHIBIT "A"

12th Street

GRINDER

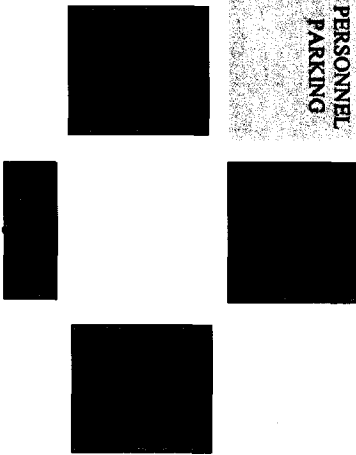


11th Street

D a v i s A v e .



PERSONNEL
PARKING



**BEN CLARK TRAINING CENTER
RIVERSIDE COUNTY
SHERIFF'S DEPARTMENT
MODULAR
OFFICES & CLASSROOMS**
(Not to Scale)

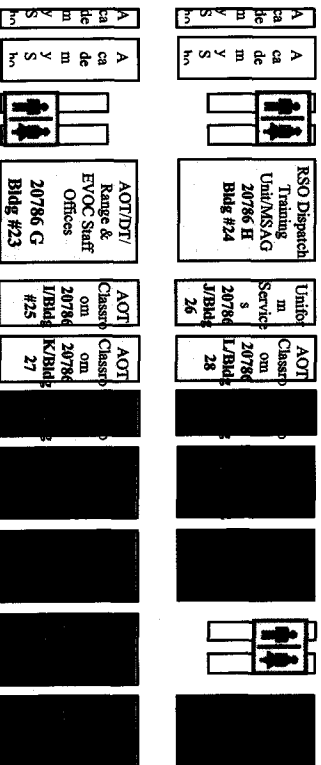


D a v i s A v e .

NO PARKING

NO PARKING

NO PARKING



PARKING

P l u m m e r S t r e e t

STOP

B u n d y A v e

COUNTY OF RIVERSIDE, CALIFORNIA BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
BEN CLARK PUBLIC SAFETY TRAINING CENTER FACILITY USE	H-30	1 of 1

PURPOSE

This policy provides guidelines for the use of the Ben Clark Public Safety Training Center.

FACILITY DESCRIPTION

The Ben Clark Public Safety Training Center is located in Riverside County and jointly operated by the Riverside County Sheriff's and Riverside County Fire Departments. The center offers a variety of training facilities and venues for public safety personnel.

CONDITIONS OF USE

1. Use of the facility is on a space available basis. The Riverside County Sheriff and Fire departments have priority usage.
2. Use of the facility is restricted and available only to agencies that provide a nexus to local and state public safety training. Any request for use outside public safety training operations must be addressed to Riverside County Facilities Management.
3. Reservations for facility use can be made by contacting either the Riverside County Sheriff or Riverside County Fire at the Ben Clark Public Safety Training Center.
4. Non-county entities will be required to complete an "Agreement for Use of the Ben Clark Public Safety Training Center" at least two weeks prior to the requested use date. The user agrees to pay the County the facility use fees approved by the Board of Supervisors. The Board reserves the right to periodically revise these rates.
5. Displays of art and the distribution of information or other media must be reviewed and approved in advance by either the Riverside County Sheriff or Fire Department Ben Clark Public Safety Training Center commander.
6. All buildings at the training center are non-smoking. Smoking on the grounds is only permitted in identified designated areas.

Reference:

Minute Order 3.13 of 05/05/09

EXHIBIT "B"

EXHIBIT A

Schedule of Fees For Ben Clark Training Center FY08/09

Fee Type	Rate	Usage
Office	\$ 2.13	Per Square Foot Per Month
Classroom	\$ 0.16	Per Square Foot Per Day
	\$ 0.08	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Conference Room	\$ 0.02	Per Square Foot Per Hour (Minimum use 1 hour)
Mat Room:	\$ 0.10	Per Square Foot Per Day
	\$ 0.05	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Lodging	\$ 34.00	Per Night Per Guest
Range	\$ 413.76	Per Day Per Bay
	\$ 206.88	Per Half Day Per Bay (Minimum use 4 hours = Half Day)
Weapon & Ammunition Storage	\$ 0.32	Per Square Foot Per Day
Vehicle & Equipment Storage	\$ 0.04	Per Square Foot Per Day
Drill Grounds	\$ 0.0060	Per Square Foot Per Day
	\$ 0.0030	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)