

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

902



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
March 17, 2011

SUBJECT: Revenue License Agreement – Department of California Highway Patrol

RECOMMENDED MOTION: That the Board of Supervisors approve the attached License Agreement and State of California Contract Agreement Number 9C093000, and authorize the Chairman of the Board to execute same on behalf of the county.

BACKGROUND:

The Department of California Highway Patrol (CHP) continues to utilize the resources at the Ben Clark Public Safety Training Center (BCTC). County agrees to supply adequate office and classroom space, as well as the use of the mat room, and range facilities for the purpose of teaching criminal justice courses at BCTC.

(Continued)

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:	2010/11

COMPANION ITEM ON BOARD OF DIRECTORS AGENDA: No

SOURCE OF FUNDS: N/A

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

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY: Cynthia M. Gunzel 3-10-11
Department Concurrence
SYNTHIA M. GUNZEL

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

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.16

BACKGROUND: (Continued)

CHP agrees to compensate the county at rates established and adopted by the County of Riverside Board of Supervisors (County Board Policy H-30).

Said rates are based on total square footage of all space utilized by CHP, on an hourly, a half or whole day's usage.

In addition, as per the State of California Standard Agreement Number 9C093000 attached hereto, the maximum amount of this agreement to reimburse the county is \$500,000.00.

Lessee: Department of California Highway Patrol
Jeffrey Uyeda, Chief
Administrative Services Division
P.O. Box 942898
Sacramento, CA 94298-0001

Premises Location: Ben Clark Training Center
16791 Davis Ave.
Riverside, CA 92518

Size: Classrooms, mat room and range facilities

Term: December 31, 2008 through June 30, 2011

Rent: \$500,000.00 per term of License Agreement

Rental Adjustments: None

Utilities: County

Custodial Services: County

Maintenance: County

Improvements: None

RCIT Costs: None

FINANCIAL DATA: (Commences on Page 3)

FINANCIAL DATA:

All associated costs for this License Agreement will be fully reimbursed by BCTC through state funds by the Department of California Highway Patrol. There is no budget adjustment associated with this transaction.

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

Attachments:

State of California Contract Agreement Number 9C093000

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 9C093000
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
 Department of California Highway Patrol (CHP)
- CONTRACTOR'S NAME STATE AGENCY'S NAME
 County of Riverside (COUNTY)
2. The term of this Agreement is: December 31, 2008 through June 30, 2011
3. The maximum amount of this Agreement is: \$500,000.00
 Five Hundred Thousand Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibit A – License Agreement	7 page(s)
Exhibit B – Floor Plan	3 page(s)
Exhibit C* – General Terms and Conditions	GTC 610
Exhibit D – Rate Sheet	1 page(s)
Exhibit E – County Policy	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
 These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Riverside	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Jeffrey Uyeda, Chief, Administrative Services Division	
ADDRESS 3403 10 th Street, Ste. 500 Riverside, CA 92501	
STATE OF CALIFORNIA	
AGENCY NAME Department of California Highway Patrol	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Jeffrey Uyeda, Chief, Administrative Services Division	
ADDRESS P.O. Box 942898 Sacramento, CA 94298-0001	

California Department of General Services Use Only

FORM APPROVED COUNTY COUNSEL
 BY: *Synthia M. Gunzel* 3-10-11
 SYNTHIA M. GUNZEL DATE

Exempt per:

BEN CLARK PUBLIC SAFETY TRAINING CENTER

The **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, LICENSEE**, hereinafter referred to as "**CHP**", 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 **CHP** and **COUNTY**.

1. **AGREEMENT.** County agrees to supply adequate office and classroom space, as well as the use of Mat room, and range facilities for the purpose for teaching criminal justice courses 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, and range facilities currently utilized by the CHP are attached hereto and incorporated herein as Exhibit B. 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 December 31, 2008 through June 30, 2011.
3. **PAYMENT BASIS.** CHP 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 CHP, 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. CHP 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 CHP 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 COUNTY's next fiscal year, beginning July 1, and each anniversary thereafter. CHP understands Extra Duty charges may be incurred any time range is used outside of normal operating hours. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit D.
4. **IMPROVEMENTS.** In the event CHP 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 CHP 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, CHP may remove such trade fixtures. In the event removal causes injury or damage to the premises, CHP shall restore the premises to the original condition, as nearly as practicable. If such trade fixtures are not removed by CHP, COUNTY may at its election either: 1) remove and store them, restoring the premises to its original condition and within thirty (30) days of removal and storage, seek reimbursement of any costs associated therewith; or 2) take and hold such fixtures as its sole property.

5. **SIGNS.** Other than the signs, displays or other forms of advertising which CHP already has in place, CHP shall not add any additional signage, displays or advertising without the written consent of COUNTY. Said approval shall not be unreasonably withheld.
6. **FURNITURE AND EQUIPMENT.** COUNTY shall provide furniture in the classroom areas. CHP shall have the right to install portable equipment and fixtures as may be necessary for conducting classes and such equipment shall remain the property of CHP. CHP shall provide all office furniture and equipment that may be required for conducting business by CHP.
7. **INGRESS AND EGRESS.** CHP shall be permitted ingress and egress to and from the premises through such doors and routes as are designated by the COUNTY through its Sheriff's Department and COUNTY Fire Department.
8. **CUSTODIAL MAINTENANCE.** COUNTY shall provide for custodial services in connection with the premises and shall maintain the premises in good working order and repair.
9. **UTILITIES.** COUNTY shall provide, or cause to be provided, all utility services, including, but not limited to, electric, water, gas, refuse collection and sewer services necessary for the operation, maintenance and use of the premises. In addition, COUNTY shall provide internet infrastructure for all office space used by CHP.
10. **INSPECTION OF PREMISES.** COUNTY shall have, at any time during normal business hours, the right to enter the premises used by CHP for the purpose of inspecting, monitoring and evaluating the obligations of CHP hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement. COUNTY will do everything possible in connection with any inspections to see that classes in session at the time of inspection are disrupted as little as possible.

11. **QUIET ENJOYMENT.** CHP shall have, hold and quietly enjoy the use of the premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Agreement.
12. **TERMINATION BY COUNTY.** COUNTY shall have the right to terminate this agreement forthwith if CHP:
 - a) Files for voluntary or involuntary bankruptcy;
 - b) Makes a general assignment or CHP's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors;
 - c) Abandons the premises; or
 - d) Refuses to meet any of its obligations hereunder or as otherwise provided by law.
13. **TERMINATION BY EITHER PARTY.** Notwithstanding the provisions in Paragraph 12 above, either party may terminate this Agreement upon notice in writing to the other party of not less than thirty (30) days prior to the effective date of termination. Whether termination is by COUNTY or CHP, it will coincide with the end of a semester.
14. **INSURANCE.** CHP shall provide Workers' Compensation Insurance in accordance with the laws of the State of California. CHP, being self-insured, shall not be entitled to recover any costs, settlements or expenses of workers' Compensation claims, arising from this Agreement, from COUNTY. CHP shall provide an endorsement of coverage to waive subrogation in favor of COUNTY.

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

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

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

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

- 15. INDEMNIFICATION/HOLD HARMLESS.** CHP 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 CHP, 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 CHP 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.

COUNTY shall indemnify and hold CHP, 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 COUNTY, 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 CHP by the provisions of California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, expert fees and investigation fees CHP, 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 CHP 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.

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

All range firing will be under the direct supervision of Range Safety Officers who have completed POST approved firearms instructor certification course or satisfactorily completed the Ben Clark Training Center's prescribed Range Safety Officer's course. A copy of all Range Safety Officer certifications must be on file with the Sheriff prior to the use of the firing ranges. CHP shall comply with all Facility Use Rules.

17. **NOTICES.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below, or to such other addresses as from time to time shall be designated by the respective parties.

COUNTY OF RIVERSIDE

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

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

ECONOMIC DEVELOPMENT AGENCY

Assistant County Executive Officer
County of Riverside
3403 10th Street, Suite 500
Riverside, CA 92501

CALIFORNIA HIGHWAY PATROL

Lt. Patrick Rowe
Training Program Manager
Ben Clark Training Center
16791 Davis Avenue
Riverside, CA 92518

Melissa Hall, Contracts Analyst
PO Box 942898
Sacramento, CA 94298-0001

An information copy of any notice to COUNTY shall also be sent to:

Clerk of the Board of Supervisors
County of Riverside
4080 Lemon Street, 1st Floor
Riverside, CA 92501

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

ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, CHP shall immediately notify the BCTC staff or Riverside County Sheriff Dispatch

department. CHP shall promptly submit 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:

- Name and address of the injured or deceased person(s);
- Name and address of CHP's risk manager for purposes of Insurance coverage;
- A detailed description of accident and whether any of COUNTY's equipment, tools, material or staff were involved.

19. **DRUG FREE WORKPLACE..** CHP and its employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. CHP's employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined 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 CHP is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any COUNTY facility or work site, CHP within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.

20. **ASSIGNMENT.** CHP shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without first obtaining the written consent of COUNTY.

21. **EMPLOYEES AND AGENTS OF CHP.** It is understood and agreed that all persons hired or engaged by the Riverside Community College District shall be considered to be employees or agents of CHP and not of COUNTY.

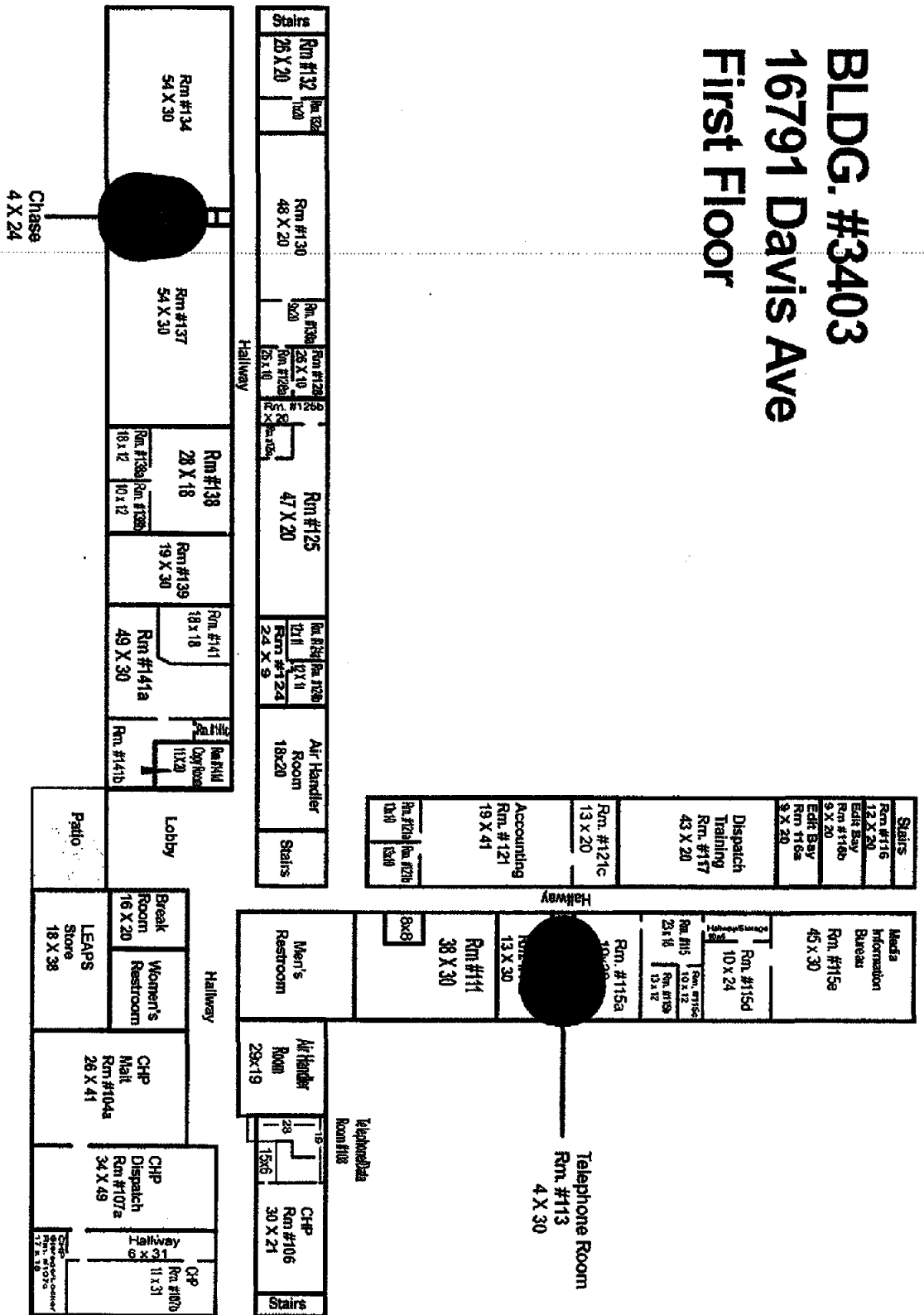
22. **BINDING ON SUCCESSORS.** CHP, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

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.

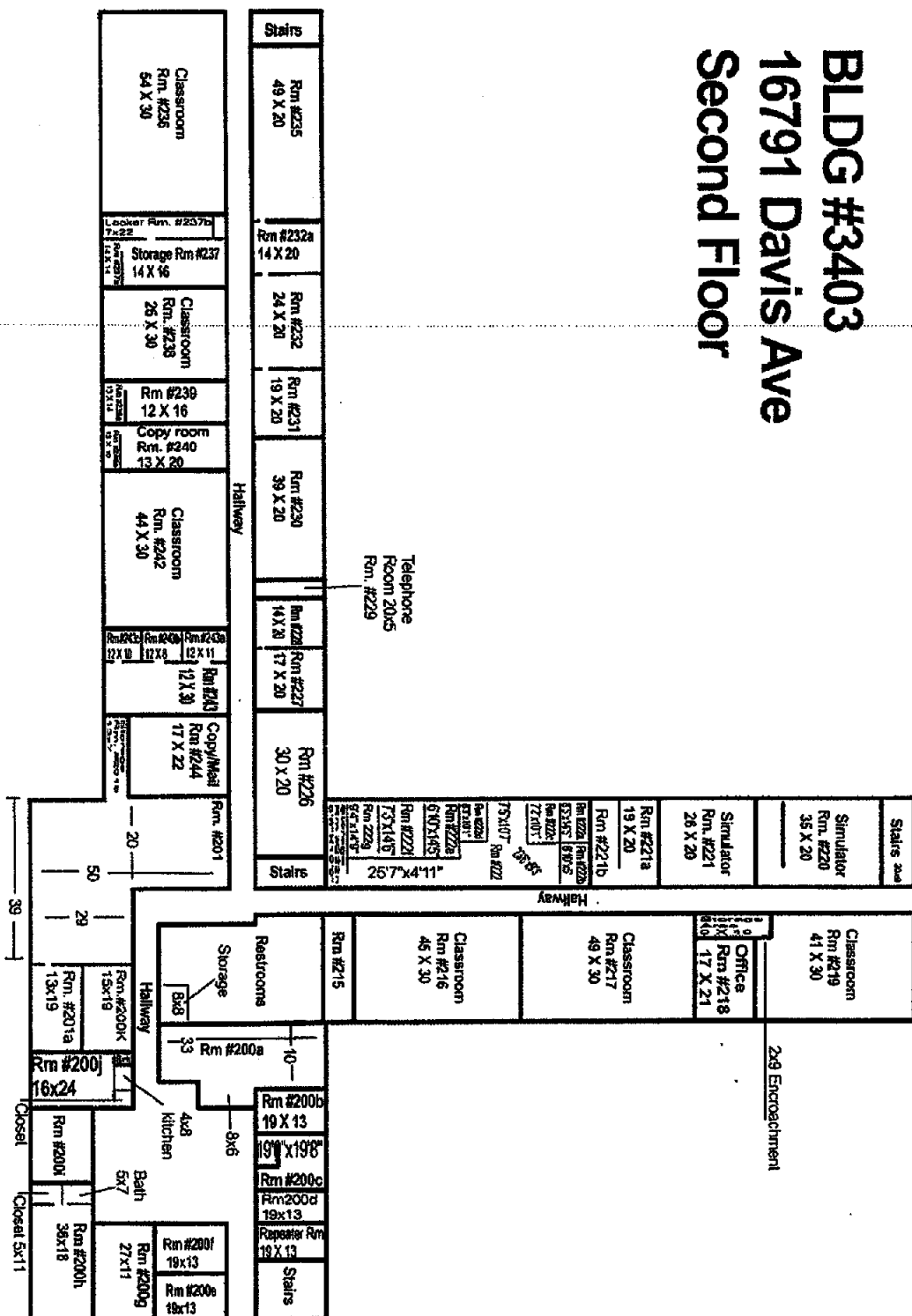
24. **NON-DISCRIMINATION.** The parties assure that they will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's with Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, 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.
27. **EXCEPTION TO CERTAIN LICENSES.** This License Agreement shall not apply to modular units (1) one, and (2) two, prior to July 1, 2010. Beginning July 1, 2010, modular units (1) one and (2) two, will fall, in whole under this agreement.
28. **APPROVAL.** This License Agreement requires the approval of the Riverside County Board of Supervisors, Department of California Highway Patrol and the Department of General Services.

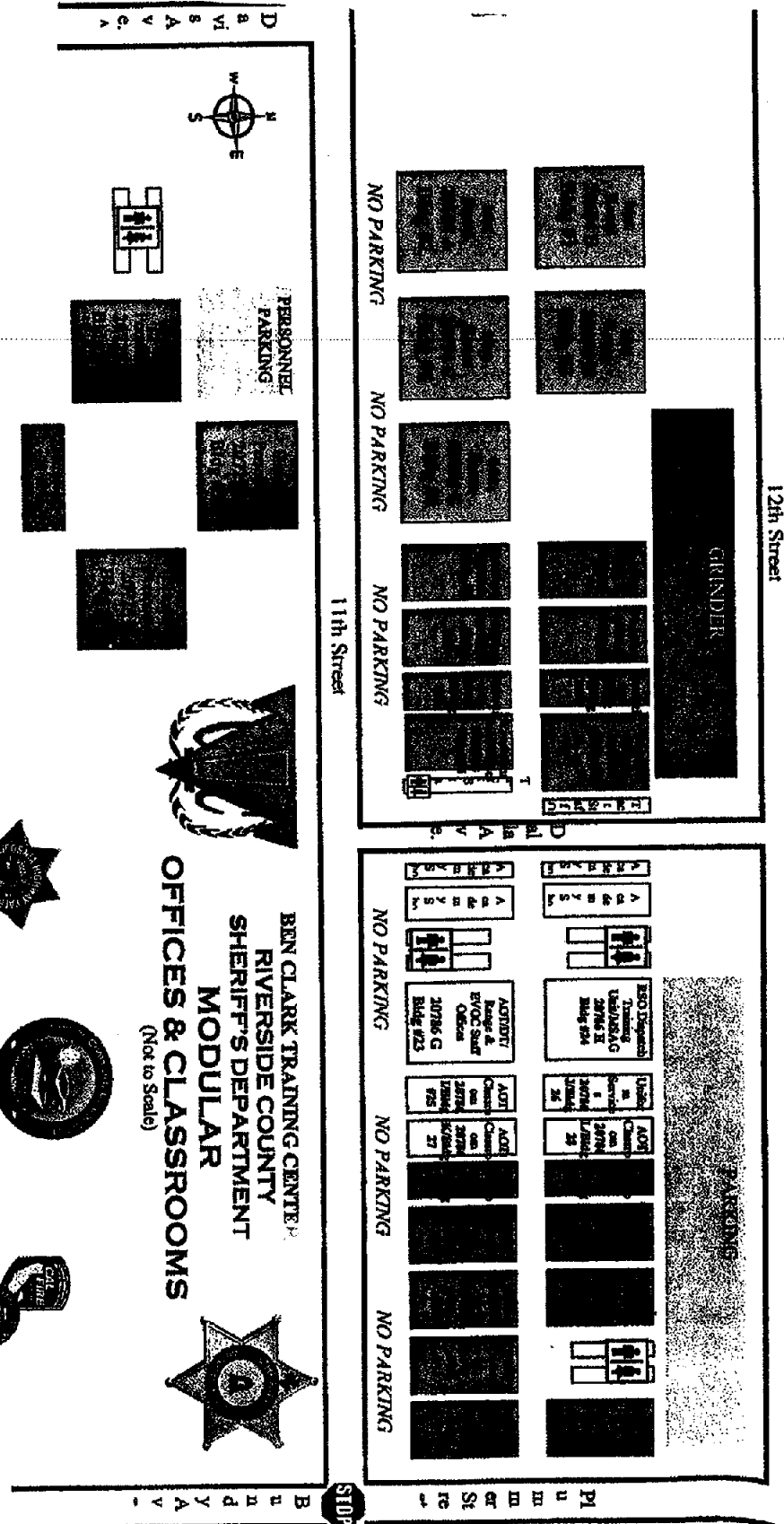
BLDG. #3403
16791 Davis Ave
First Floor



BLDG #3403
16791 Davis Ave
Second Floor



By: CD M. Jones
 11/05/08



**Schedule of Fees
 For Ben Clark
 Training Center**

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)

**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