

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

134



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
May 31, 2012

SUBJECT: Revenue License Agreement/Riverside County Sheriff's Department - Department of California Highway Patrol

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the attached First Amendment to License Agreement and State of California Contract Agreement 9C093000 and authorize the Chairman of the Board to execute same on behalf of the County;
2. Adopt Resolution No 2012-131, Ratify the Standard Agreement 9C093000 between Department of California Highway Patrol and County of Riverside; and

(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:	2011/12

COMPANION ITEM ON BOARD AGENDA: Yes

SOURCE OF FUNDS: Revenue from the California Highway Patrol	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

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 12, 2012
xc: EDA, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

Departmental Concurrence
 By: Stanley Sniff, Sheriff-Coroner
 Riverside County Sheriff's Department
 Dept't Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

RECOMMENDED MOTION: (Continued)

3. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

BACKGROUND:

The Department of California Highway Patrol (CHP) continues to utilize the resources at the Ben Clark Public Safety Training Center (BCTC). CHP has exceeded the amount of funds allocated for facility uses at BCTC under CHP Standard Agreement Contract Number 9C093000 dated March 29, 2011. CHP is in agreement and has allocated additional funds to cover the overages for expenses incurred in year 2011 under CHP Standard Agreement Contract Number 9C093000. The dollar amount that CHP has allocated is \$135,000. This amount will cover and compensate the County at rates established and adopted by the County of Riverside Board of Supervisors (County Board Policy H-30). The rates are based on total square footage of all space utilized by CHP, on an hourly, a half or whole day's usage. CHP's State of California Standard Agreement Number 9C093000 attached hereto, is the maximum amount of reimbursement to the County under Contract Number 9C093000.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA under CEQA guidelines 15301, Class 1- Existing Facilities. The proposed project, the License Agreement, is the letting of property involving existing facilities with minor tenant improvement alterations and no expansion of an existing use will occur.

The License Agreement is summarized below:

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

Location: Ben Clark Training Center
16791 Davis Avenue
Riverside, CA 92518

Use: Classrooms, mat room and range facilities

Term: July 1, 2011 to June 30, 2014

Rent: \$135,000.00

Rental Adjustments: None

Utilities: County

Custodial: County

(Continued)

BACKGROUND: (Continued)

Maintenance: County

Improvements: None

RCIT Costs: None

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

FINANCIAL DATA:

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

Attachments:

First Amendment to License Agreement

Resolution 2012-131

State of California Contract Agreement Number 9C093000 Amendment Number 1

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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on June 12, 2012, that John Tavaglione, the Chairman of this Board is authorized and directed to execute on behalf of said County the State of California Standard Agreement No. 9C093000 between the Riverside County and Department of California Highway Patrol providing for: resources at the Ben Clark Public Safety Training Center.

ROLL CALL:

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KECIA HARPER-IHEM,
Clerk of the Board

BY: 
Deputy Clerk

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2 RESOLUTION NO. 2012-131

3 FIRST AMENDMENT TO LICENSE AGREEMENT

4
5 RATIFY THE STANDARD AGREEMENT 9C093000 BETWEEN THE
6 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND THE COUNTY OF
7 RIVERSIDE, ON BEHALF OF RIVERSIDE COUNTY SHERIFF'S DEPARTMENT,
8 FOR A FIRST AMENDMENT TO LICENSE AGREEMENT TO ADD ADDITIONAL
9 FUNDING IN THE AMOUNT OF \$135,000.00 FOR CONTINUED USE AT THE BEN
10 CLARK PUBLIC SAFETY TRAINING CENTER.

11 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of
12 Supervisors of the County of Riverside, State of California, in regular session
13 assembled on June 12, 2012, at 9:00a.m., in the meeting room of the Board of
14 Supervisors located on the First Floor of the County Administrative Center, 4080
15 Lemon Street, Riverside, California, ratify the Standard Agreement No. 9C093000 the
16 "First Amendment to License Agreement" between the Department of California
17 Highway patrol and the County of Riverside, on behalf of Riverside County Sheriff's
18 Department, which grants a license to use an add funds to the Ben Clark Public Safety
19 Training Center whereby the Department of California Highway Patrol shall provide
20 reimbursement for adequate office and classroom space, use of the mat room, and
21 range facilities for the purpose of teaching criminal justice courses at the Ben Clark
22 Public Training Center (BCTC) to the County of Riverside.

23 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED THAT THE
24 Chairman of the Board of Supervisors of the County of Riverside is hereby authorized
25 to execute the Agreement and any other documents for this transaction on behalf of
26 the County of Riverside.

27
28 CC:ra/050912/MV123/14.910 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.910.doc

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 5-14-12
DATE
SYNTHIA M. GUNZEL

2 RESOLUTION NO. 2012 – 131

3 FIRST AMENDMENT TO THE LICENSE AGREEMENT

4 ADOPTED by Riverside County Board of Supervisors on June 12, 2012.

5 ROLL CALL:

6
7 Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
8 Nays: None
9 Absent: None

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11 The foregoing is certified to be a true copy of a resolution duly adopted by said Board of
12 Supervisors on the date therein set forth.

13 KECIA HARPER-IHEM, Clerk of said Board

14 By: _____
15 Deputy

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CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
STD. 213 A (Rev 6/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

AGREEMENT NUMBER 9C093000	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

- This Agreement is entered into between the State Agency and Contractor named below:
STATE AGENCY'S NAME
Department of California Highway Patrol (CHP)
CONTRACTOR'S NAME
County of Riverside (COUNTY)
- The term of this Agreement is December 31, 2008 through June 30, 2011
- The maximum amount of this Agreement after this amendment is: \$635,000.00
Six Hundred Thirty-Five Thousand Dollars and Zero Cents
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Contract Number 9C093000, dated June 27, 2011, for Facility Rental Services for the Department of California Highway Patrol (CHP), is hereby amended to add additional funding in the amount of \$135,000.00 (One Hundred Thirty-Five Thousand Dollars and Zero Cents).

ATTEST:

KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

All other terms and conditions shall remain the same.

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 5-14-12
SYNTHIA M. GUNZEL DATE

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only <input type="checkbox"/> Exempt per:
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) <u>County of Riverside</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type) <u>6-12-12</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>John Tavaglione, Chairman, Board of Supervisors</u>		
ADDRESS <u>3403 10th Street, Ste. 500 Riverside, CA 92501</u>		
STATE OF CALIFORNIA		
AGENCY NAME <u>Department of California Highway Patrol</u>		
BY (Authorized Signature) <u>[Signature]</u>	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <u>JEFFREY T. UYEDA, Chief, Administrative Services Division</u>		
ADDRESS <u>PO Box 942898, Sacramento, Ca 94298-0001</u>		

323 JUN 12 2012

1 **FIRST AMENDMENT TO LICENSE AGREEMENT**

2 **(Department of California Highway Patrol**

3 **Agreement Number 9C093000**

4 **Ben Clark Public Safety Training Center,**

5 **1679 Davis Avenue, Riverside, California)**

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7 This **FIRST AMENDMENT TO LICENSE AGREEMENT** (First Amendment) is
8 made as of _____, by and between **DEPARTMENT OF CALIFORNIA**
9 **HIGHWAY PATROL**, as "LICENSEE", herein after referred to as "CHP", and the
10 **COUNTY OF RIVERSIDE**, a Political Subdivision of the State of California,
11 "LICENSOR", hereinafter referred to as "COUNTY".

12 **1. Recitals**

13 a. CHP and County have entered into that certain License
14 Agreement, dated as of March 29, 2011, ("Original License Agreement") pursuant to
15 which "County" has agreed to supply adequate office and classroom space, as well as
16 the use of Mat room, and range facilities for the purpose for teaching criminal justice
17 courses at the COUNTY'S facility known as the Ben Clark Public Safety Training
18 Center (BCTC), or other locations as deemed appropriate between the parties, or as
19 more particularly shown on Exhibit "A", attached hereto and made a part hereof. CHP
20 allocated Five Hundred Thousand Dollars and zero cents (\$500,000.00) under
21 Contract Number 9C093000 dated June 27, 2011 for facility rental. CHP's facility
22 rental use of the BCTC has exceeded the amount originally allocated. Therefore, CHP
23 intends to add additional funding in the amount of One Hundred Thirty Five Thousand
24 Dollars and zero cents (\$135,000.00) to Contract Number 9C093000 dated June 27,
25 20011, to cover the overages at the BCTC for office, classroom space and mat room
26 and range facilities.

27 b. The Original License Agreement as heretofore, currently, or
28 hereafter amended, shall hereafter be referred to as the "First Amendment to License

1 Agreement". NOW THEREFORE, for good and valuable consideration the receipt and
2 adequacy of which is hereby acknowledged, the parties agree as follows:

3 **2. Capitalized Terms: First Amendment to License Agreement to**
4 **Prevail.** Unless defined herein or the context requires otherwise, all capitalized terms
5 herein shall have the meaning defined in the License Agreement, as heretofore
6 amended. The provision of this First Amendment to License Agreement shall prevail
7 over any inconsistency or conflicting provision of the License Agreement, as heretofore
8 amended, and shall supplement the remaining provision thereof. The License
9 Agreement remains in full force and effect except to the extent amended by this First
10 Amendment to License Agreement.

11 **3. Payment Basis:** Section 3 of the License Agreement shall be amended
12 as follows: Contract Number 9C093000, dated March 29, 2011, for Facility Rental
13 Services for the Department of California Highway Patrol (CHP), is hereby amended to
14 add additional funding in the amount of One Hundred Thirty-Five Thousand Dollars and
15 Zero Cents (\$135,000.00).

16 **4.** Except as modified or supplemented by this First Amendment to License
17 Agreement, all provisions of the License Agreement remain in full force and effect.

18 **5. Exhibits:** Any exhibits or writings referenced herein this First
19 Amendment to License Agreement shall constitute a part of this First Amendment to
20 License Agreement and are incorporated into this First Amendment to License
21 Agreement by this reference. If any inconsistency exists or arises between a provision
22 of this First Amendment to License Agreement and a provision of any exhibit, the
23 provisions of this First Amendment to License Agreement shall control.

24 **6.** This First Amendment to License Agreement shall not be binding or
25 consummated until its approval by the Board of Supervisors of Riverside County,
26 Department of California Highway Patrol and the Department of General Services.

27 CC:ra/050912/MV123/14.896 S:\Real Property\TYPING\Docs-14.500 to 14.999\14.896.doc
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EXHIBIT "A"

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)

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By *[Signature]*
 DEPUTY

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

FORM APPROVED COUNTY COUNSEL
 BY: *[Signature]* 3-10-11
 SYNTHIA M. GUNZEL / DATE

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) <i>[Signature]</i>	DATE SIGNED (Do not type) 3/29/11
PRINTED NAME AND TITLE OF PERSON SIGNING BOB BUSTER CHAIRMAN, BOARD OF SUPERVISORS	
ADDRESS 3403 10 th Street, Ste. 500 Riverside, CA 92501	
STATE OF CALIFORNIA	
AGENCY NAME Department of California Highway Patrol	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 5-16-11
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
APPROVED Department of General Service <i>[Signature]</i>
By <i>[Signature]</i> 6-27-11 Chief Real Property Services Section
<input type="checkbox"/> Exempt per:

RESOLUTION

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3 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of
4 California, in regular session assembled on Tuesday, March 29, 2011, that Bob Buster, the
5 Chairman of this Board is authorized and directed to execute on behalf of said County the
6 State Standard Agreement No. 9C093000 between Riverside County and California
7 Department of Highway Patrol providing: for the use of the Ben Clark Public Safety Training
8 Center
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10 Roll Call:

11 Ayes: Buster, Stone, Benoit and Ashley
12 Nays: None
13 Absent: Tavaglione
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20 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
21 of Supervisors on the date therein set forth.

22 KECIA HARPER-IHEM, Clerk of said Board

23 By: 
24 Deputy

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.

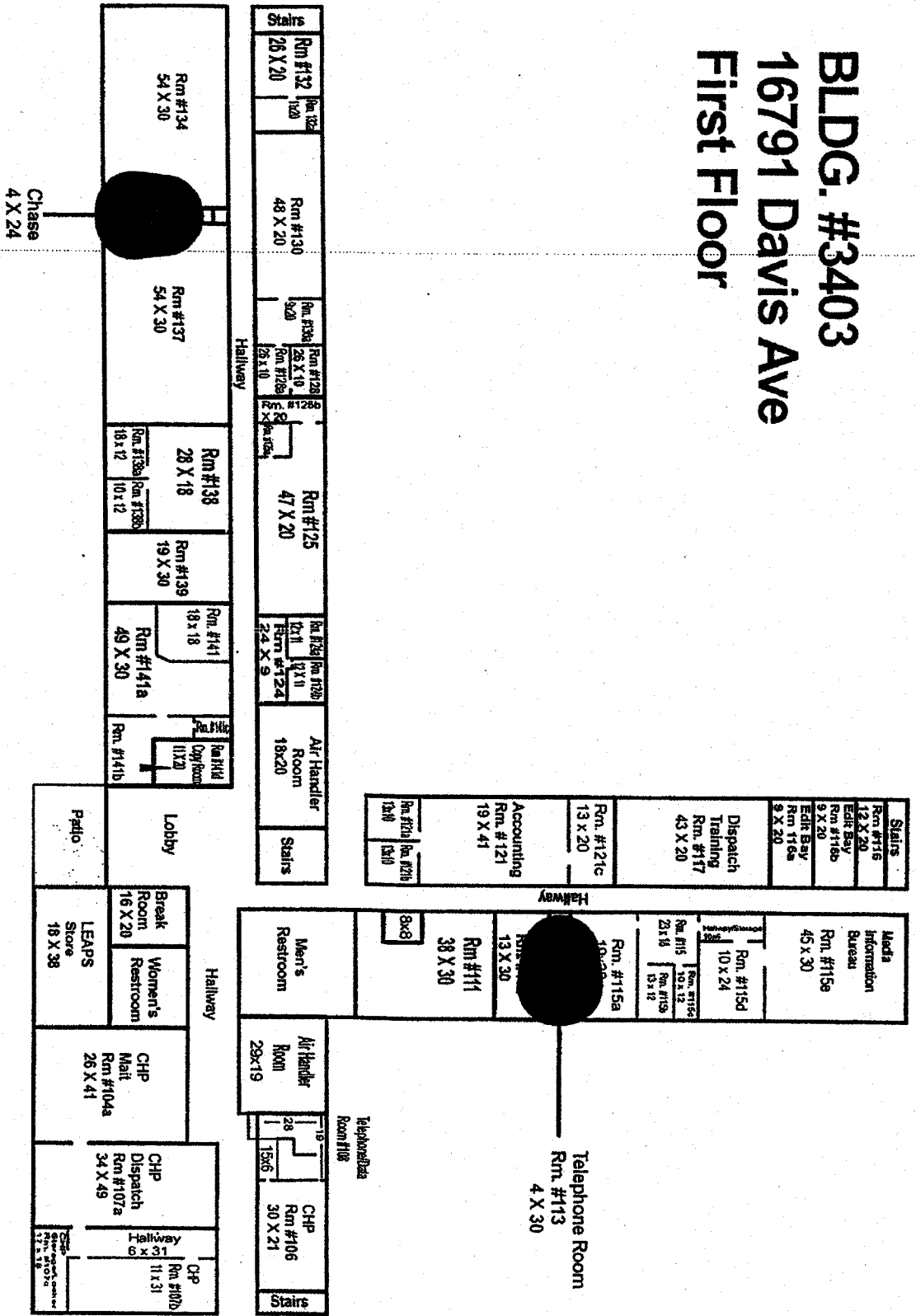
22. **BINDING ON SUCCESSORS.** CHP, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

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.

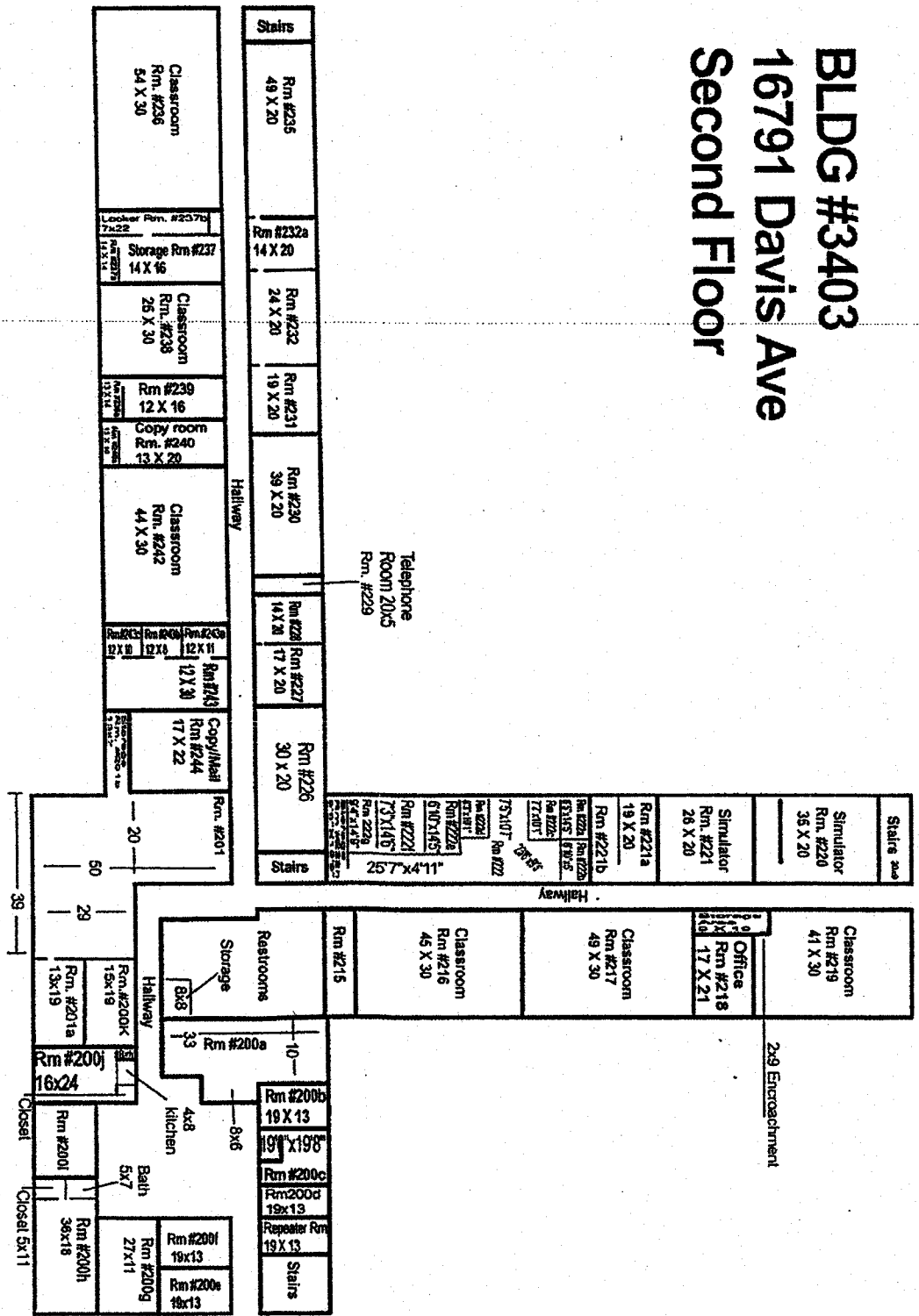
24. **NON-DISCRIMINATION.** The parties assure that they will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's with Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, 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.

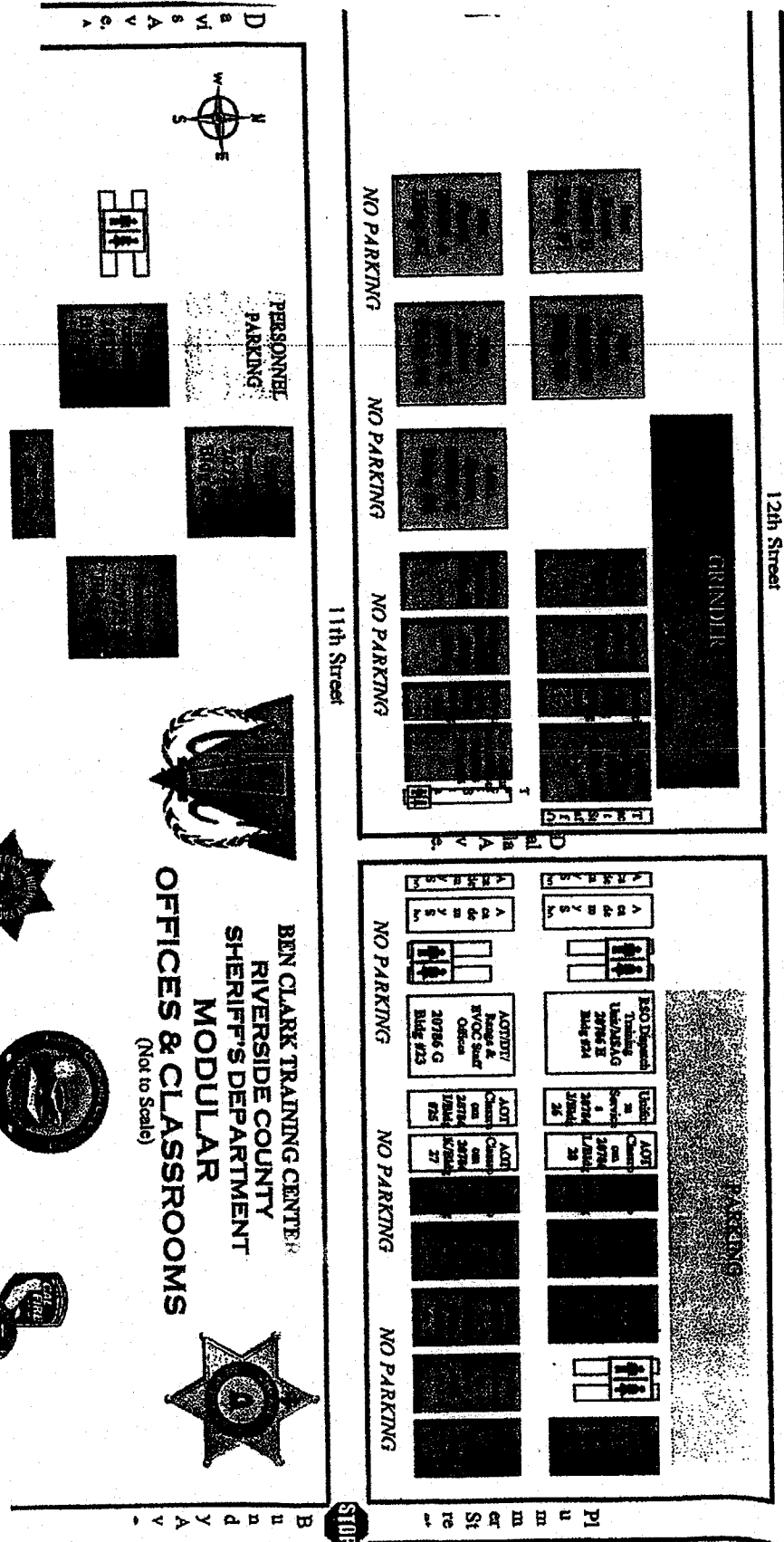
BLDG. #3403
16791 Davis Ave
First Floor



BLDG #3403
16791 Davis Ave
Second Floor



By: CD M. Jones
 11/6/08



**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