

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

429



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:
October 25, 2012

SUBJECT: Revenue License Agreement – Riverside Community College District

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached License Agreement and authorize the Chairman of the Board to execute the same on behalf of the County; and
2. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

BACKGROUND: (Commences on Page 2)

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: 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

County Executive Office Signature BY: Jennifer L. Sargent

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Benoit 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: November 6, 2012
xc: EDA, Sheriff

Kecia Harper-Ihem
Clerk of the Board
By: Deputy

FORM APPROVED COUNTY COUNSEL
 BY: 8/30/12
 DATE:
 Departmental Concurrence
 Stanley Sniff, Sheriff-Coroner
 Riverside County Sheriff's Department
 Policy Consent
 Policy Consent
 Dep't Recomm.: Per Exec. Ofc.:

BACKGROUND:

Riverside Community College District (RCCD) would like to continue to use the Ben Clark Training Center (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 5/5/2009. The term shall be from July 1, 2012 through June 30, 2015.

Pursuant to the 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 terms are summarized below:

Licensor: County of Riverside

Premises Location: Ben Clark Training Center, 16791 Davis Avenue, Riverside, California

Term: July 1, 2012 through June 30, 2015

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

Option to Terminate: Either party may terminate this Agreement upon notice in writing to the other party of not less than six months prior to the effective date of termination. Whether termination is by COUNTY or RCCD, it will coincide with the end of a semester

Utilities: County to provide

Custodial Services: County to provide

Maintenance: County to provide

Improvements: None

RCIT: None

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

Attachments:
License Agreement

1 LICENSE AGREEMENT
2 BETWEEN
3 RIVERSIDE COMMUNITY COLLEGE DISTRICT
4 AND
5 COUNTY OF RIVERSIDE
6

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

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

12 ARTICLE 1. AGREEMENT

13 Section 1.01. COUNTY agrees to supply adequate office and classroom space, as well as the
14 use of the Mat room, Range, laboratory facilities, and drill grounds for the purpose of teaching
15 criminal justice, fire technology, emergency medical services and related general coursework
16 at the COUNTY'S facility known as the Ben Clark Public Safety Training (BCTC), or other
17 locations as deemed appropriate between the parties.

18 Section 1.02. The designated classrooms, offices, mat room, range, laboratory space and drill
19 grounds, currently utilized by RCCD, are attached hereto and incorporated herein as Exhibit A.

20 Section 1.03. Classroom assignments will be mutually agreed upon between parties. Any
21 change to assignments for any of the space mentioned above must be in writing and will be
22 mutually agreed upon between the parties.

23 ARTICLE 2. TERM OF CONTRACT

24 Section 2.01. This agreement shall be for three years, commencing July 1, 2012, and
25 terminating June 30, 2015, unless terminated by either party in the manner set forth herein.

26 Section 2.02. In the event the parties intend to renew this agreement at the end of the term for
27 a one year period, and the parties have not yet finalized a renewal agreement, the terms and
28 conditions of this agreement will continue in full force and effect, on a month-to-month basis,

1 until a new agreement can be completed, approved and signed by the parties. If RCCD should
2 incur an increased cost from the current rate of the expired agreement to the new rate of the
3 renewed agreement, then RCCD shall pay retroactively the differential cost between the
4 current rate of the expired agreement and the increased rate of the renewed agreement.

5 ARTICLE 3. PAYMENT BASIS

6 Section 3.01. RCCD agrees to compensate COUNTY at rates established and adopted by the
7 County Board of Supervisors (County Board Policy H-30). Said rates are based on total square
8 footage of all space utilized by RCCD, on an hourly, a half or whole day's usage. The exception
9 to a square footage charge would be the use of the range, which is a flat rate per half or whole
10 day usage. RCCD shall be notified by COUNTY of any proposed change in rates to be charged
11 prior to COUNTY's submittal to the Board of Supervisors for adoption, and RCCD shall be
12 given an opportunity to review and approve the proposed change with COUNTY personnel.

13 Any rate increases shall take effect at the beginning of RCCD's next fiscal year, beginning July

14 1. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit B.

15 ARTICLE 4. IMPROVEMENTS

16 Section 4.01. In the event RCCD desires to make any improvements, alterations or
17 installations of fixtures, it shall first notify COUNTY, providing COUNTY with proposed plans (if
18 applicable) and obtain COUNTY's written approval from the Economic Development Agency, to
19 make the improvements, alterations, or installation of fixtures. COUNTY shall not withhold
20 consent unreasonably.

21 Section 4.02. Any improvements or alterations which are made, or fixtures installed, or caused
22 to be made and installed by RCCD shall become the property of COUNTY with the exception
23 of trade fixtures as that term is defined by Section 1019 of the Civil Code. At or prior to
24 expiration of this Agreement, RCCD shall restore the premises to original condition, as nearly
25 as practicable.

26 Section 4.03. If such trade fixtures are not removed by RCCD, COUNTY may, at its election
27 either: 1) remove and store them, restoring the premises to its original condition and within
28 thirty (30) days of removal and storage, seek reimbursement of any costs associated therewith;

1 or 2) take and hold such fixtures as its sole property.

2 ARTICLE 5. SIGNAGE

3 Section 5.01. Other than signs, displays or other forms of advertising which RCCD already has
4 in place, RCCD shall not add any additional signage, displays or advertising without the written
5 consent of COUNTY. County shall not withhold consent unreasonably.

6 ARTICLE 6. FURNITURE / EQUIPMENT

7 Section 6.01. COUNTY shall provide furniture in the classroom areas. RCCD shall have the
8 right to install portable equipment and fixtures as may be necessary for conducting classes and
9 such equipment shall remain the property of RCCD.

10 Section 6.02. RCCD shall provide all office furniture and equipment that may be required for
11 conducting business at BCTC.

12 ARTICLE 7. INGRESS / EGRESS

13 Section 7.01. RCCD shall be permitted ingress and egress to and from the premises through
14 such doors and routes as are designated by the COUNTY through its Sheriff's Department and
15 Fire Department.

16 ARTICLE 8. CUSTODIAL / MAINTENANCE

17 Section 8.01. COUNTY shall provide for custodial services in connection with the premises
18 and shall maintain the premises in good working order and repair.

19 ARTICLE 9. UTILITIES

20 Section 9.01. COUNTY shall provide, or cause to be provided, all utility services, including, but
21 not limited to, electric, water, gas, refuse collection and sewer services necessary for the
22 operation, maintenance and use of the premises. In addition, COUNTY shall provide internet
23 infrastructure for all office space used by RCCD.

24 ARTICLE 10. INSPECTION OF PREMISES

25 Section 10.01. COUNTY shall have, at any time during normal business hours, the right to
26 enter the premises used by RCCD for the purpose of inspecting, monitoring and evaluating the
27 obligations of RCCD hereunder and for the purpose of doing any and all things which it is
28 obligated and has a right to do under this Agreement.

1 Section 10.02. COUNTY will do everything possible in connection with any inspections to see
2 that classes in session at time of inspection are disrupted as little as possible.

3 ARTICLE 11. QUIET ENJOYMENT

4 Section 11.01. RCCD shall have, hold and quietly enjoy the use of the premises so long as it
5 shall fully and faithfully perform the terms and conditions that it is required to do under this
6 Agreement.

7 ARTICLE 12. TERMINATION

8 Section 12.01. COUNTY shall have the right to terminate this Agreement forthwith if RCCD:

- 9 a. Files for voluntary or involuntary bankruptcy;
- 10 b. makes a general assignment or RCCD's interest hereunder is assigned
- 11 involuntarily or by operation of law, for the benefit of creditors;
- 12 c. abandons the premises; or
- 13 d. refuses to meet any of its obligations hereunder or as otherwise provided by
- 14 law.

15 Section 12.02. Notwithstanding the provisions in Section 12.01 above, either party may
16 terminate this Agreement upon notice in writing to the other party of not less than six (6)
17 months prior to the effective date of termination. Whether termination is by COUNTY or
18 RCCD, it will coincide with the end of a semester.

19 ARTICLE 13. INSURANCE

20 Section 13.01. RCCD shall provide Workers Compensation Insurance in accordance with the
21 laws of the State of California. RCCD, being self-insured, shall not be entitled to recover any
22 costs, settlements, or expenses of Workers Compensation claims arising from this Agreement,
23 from COUNTY. RCCD shall provide an endorsement of coverage to waive subrogation in favor
24 of COUNTY.

25 Section 13.02. RCCD shall procure and maintain commercial general liability insurance
26 coverage that shall protect from claims for damages for personal injury, including, but not
27 limited to, accidental and wrongful death, as well as from claims for property damage, which
28 may arise from RCCD's use of premises or the performance of its obligations hereunder,

1 whether such use of performance is by RCCD, or by anyone employed directly or indirectly by
2 RCCD while acting in the scope of employment. Said insurance shall provide for limits of not
3 less than One Million Dollars (\$1,000,000) per occurrence. RCCD shall have insurer endorse
4 its policy to add COUNTY as an additional insured.

5 Section 13.03. RCCD shall provide, upon COUNTY's request, a Certificate of Insurance
6 showing that such insurance is in full force and effect and in the limits required.

7 Section 13.04. The above insurance requirements may be met with a program of self-
8 insurance, though a Joint Powers Authority, or a combination of both; however, it is agreed
9 between the parties that the administration of any self-insurance will be done in a manner as if
10 all insurance requirements contained herein are part of RCCD's self-insurance program.

11 Section 13.05. The specified insurance limits herein shall in no way limit or circumscribe
12 obligations to indemnify and hold COUNTY free and harmless herein.

13 ARTICLE 14. LIABILITY/INDEMNITY

14 Section 14.01. The Parties, their officers, agents, and employees, shall not be deemed to have
15 any liability for the negligence, or any other act or omission of the other party or any of the
16 other party's officers or employees, or for any dangerous or defective condition of any work or
17 property of the other party.

18 Section 14.02. RCCD shall indemnify and hold COUNTY, its officers, agents, employees and
19 independent contractors, free and harmless from any claim or liability whatsoever, based or
20 asserted upon the condition of work or property of RCCD, or upon any act or omission of
21 RCCD, its officers, agents, employees, subcontractors and independent contractors, for
22 property damage, bodily injury or death, or any other element of damage of any kind or nature,
23 and RCCD shall defend, at its expense including attorney fees, COUNTY, its officers, agents,
24 employees and independent contractors, in any legal action or claim of any kind based upon
25 such conditions of work or property, or alleged acts or omissions.

26 Section 14.03. COUNTY shall indemnify and hold RCCD, its Trustees, officers, agents,
27 employees and independent contractors, free and harmless from any claim or liability
28 whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents,

1 employees, subcontractors and independent contractors, for property damage, bodily injury or
2 death, or any other element of damage of any kind or nature, and COUNTY shall defend, at its
3 expense including attorney fees, RCCD, its Trustees, officers, agents, employees and
4 independent contractors, in any legal action or claim of any kind based upon such alleged acts
5 or omissions.

6 Section 14.04. It is understood and agreed that all persons hired or engaged by RCCD shall
7 be considered to be employees or agents of RCCD and not of COUNTY.

8 Section 14.05. RCCD, its assignees and successors in interest, shall be bound by all the terms
9 and conditions contained in this Agreement, and all of the parties thereto shall be jointly and
10 severally liable hereunder.

11 ARTICLE 15. LIMITATIONS

12 Section 15.01. RCCD shall not assign, sublet, mortgage, hypothecate or otherwise transfer in
13 any manner any of its rights, duties, or obligations hereunder to any person or entity without
14 first obtaining the written consent of COUNTY.

15 Section 15.02. COUNTY reserves the right to close BCTC during times of emergency or when
16 needed by the Sheriff or Fire Departments for their activities. COUNTY shall notify RCCD of
17 any such closure as soon as practicable, but not less than 48 hours prior to closure, unless the
18 closure is for an emergency due to a natural disaster or a catastrophic event and in that case,
19 notice shall be as soon as possible after the decision to do the closure.

20 Section 15.03. All range firing will be under direct supervision of BCTC Range Safety Officers
21 who have completed a Peace Officer Standards and Training (POST) approved firearms
22 instructors certification course or satisfactorily completed the BCTC's prescribed Range Safety
23 Officer's Course.

24 Section 15.04. RCCD shall comply with all facility use rules.

25 ARTICLE 16. NOTICES

26 Section 16.01. Any notices required or desired to be served by either party upon the other
27 shall be addressed to the respective parties as set forth below:
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COUNTY:
Stanley Sniff, Sheriff-Coroner
P.O. Box 512
Riverside, CA 92502

John R. Hawkins, Fire Chief
210 W. San Jacinto Street
Perris, CA 92507

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

RCCD:
Cordell Briggs, Dean
Public Safety Education and Training
Ben Clark Training Center
16791 Davis Avenue
Riverside, CA 92518

Ruth W. Adams, Esq.
Director, Compliance & Legal Services
Riverside Community College District
1533 Spruce Street
Riverside, CA 92507

Section 16.02. Or to such other addresses from time to time shall be designated by the respective parties. 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
Riverside, CA 92501

ARTICLE 17. CONFORMITY WITH LAW AND SAFETY

Section 17.01. RCCD 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 hereof, including all provisions of

1 the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable
2 federal, state, municipal and local safety regulations.

3 Section 17.02. If a death, serious personal injury or substantial property damage occurs in
4 connection with the performance of this Agreement, RCCD shall immediately notify the BCTC
5 staff or Riverside County Sheriff Dispatch.

6 Section 17.03. RCCD shall promptly submit to COUNTY a written report, in such form as may
7 be required by COUNTY or all accidents that occur in connection with this Agreement. This
8 report must include the following information:

- 9 1. Name and address of the injured or deceased person(s).
- 10 2. Name and address of RCCD's risk manager for purposes of insurance coverage.
- 11 3. A detailed description of the accident and whether any of COUNTY's equipment,
12 tools, material or staff involved.

13 ARTICLE 18. DRUG-FREE WORKPLACE

14 Section 18.01. RCCD and its employees shall comply with the COUNTY's policy of
15 maintaining a drug-free workplace. RCCD's employees shall not unlawfully manufacture,
16 distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code,
17 Section 812, including marijuana, heroin, cocaine and amphetamines at any COUNTY facility,
18 including the training facilities. If any employee of RCCD is convicted or pleads nolo
19 contendere to any criminal drug statute violation occurring at any COUNTY facility or work site,
20 RCCD, within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall
21 constitute a material breach of this Agreement.

22 ARTICLE 16. NON-DISCRIMINATION

23 Section 16.01. During the performance of this Agreement, Contractor and subcontractors shall
24 not unlawfully discriminate, harass, or allow harassment against any employee or applicant for
25 employment because of sex, race, color, ancestry, religious creed, national origin, physical
26 disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40),
27 marital status, and denial of family care leave. Contractor and subcontractors shall insure that
28 the evaluation and treatment of their employees and applicants for employment are free from

1 such discrimination and harassment. Contractor and subcontractors shall comply with the
2 provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the
3 applicable regulations promulgated there under (California Code of Regulations, Title 2,
4 Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing
5 Commission implementing government Code Section 12990 (a-f), set forth in Chapter 5 of
6 Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement
7 by reference and made a part hereof as if set forth in full. Contractor and its subcontractors
8 shall give written notice of their obligations under this clause to labor organizations with which
9 they have a collective bargaining or other Agreement.

10 ARTICLE 17. PARTIAL INVALIDITY

11 Section 17.01. If any provision of this Agreement is held by a court of competent jurisdiction to
12 be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full
13 force without being impaired or invalidated in any way.

14 ARTICLE 18. ALTERATION OF TERMS

15 Section 18.01. No addition to, or alternation of, the terms of this Agreement, whether by written
16 or verbal understanding of the parties, their officers, agents, or employees, shall be valid
17 unless made in the form of a written amendment to this Agreement, which is formally approved
18 and executed by both parties.

19 ARTICLE 19. GOVERNING LAW

20 Section 19.01. This Agreement will be governed by and construed in accordance with the laws
21 of the State of California and the venue of any action or proceeding in connection herewith
22 shall be the County of Riverside, State of California.

23 ///

24 (Signatures on Next Page)


1 ARTICLE 20. ENTIRE AGREEMENT

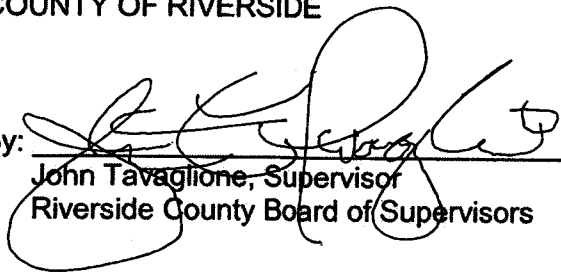
2 Section 20.01. This Agreement is intended by the parties hereto as a final expression of their
3 understanding, with respect to the subject matter hereof and as a complete and exclusive
4 statement of the terms and conditions thereof and supersedes any and all prior and
5 contemporaneous agreements and understandings, oral or written, in connection therewith.

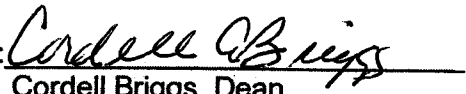
6 Section 20.02. The duly authorized representatives of the parties have signed in confirmation
7 of this Agreement as of the dates indicated below.

8 LICENSEE
9 RIVERSIDE COMMUNITY COLLEGE
DISTRICT:

COUNTY OF RIVERSIDE

10 By: 
11 James L. Buysse, Vice Chancellor
Administration and Finance

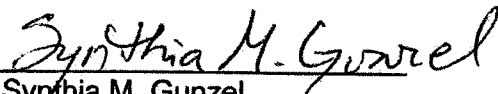
By: 
John Tavaglione, Supervisor
Riverside County Board of Supervisors

13 By: 
14 Cordell Briggs, Dean
Public Safety, Education and Training

17 ATTEST:
18 Kecia Harper-Ihem
Clerk of the Board

19 By: 
20

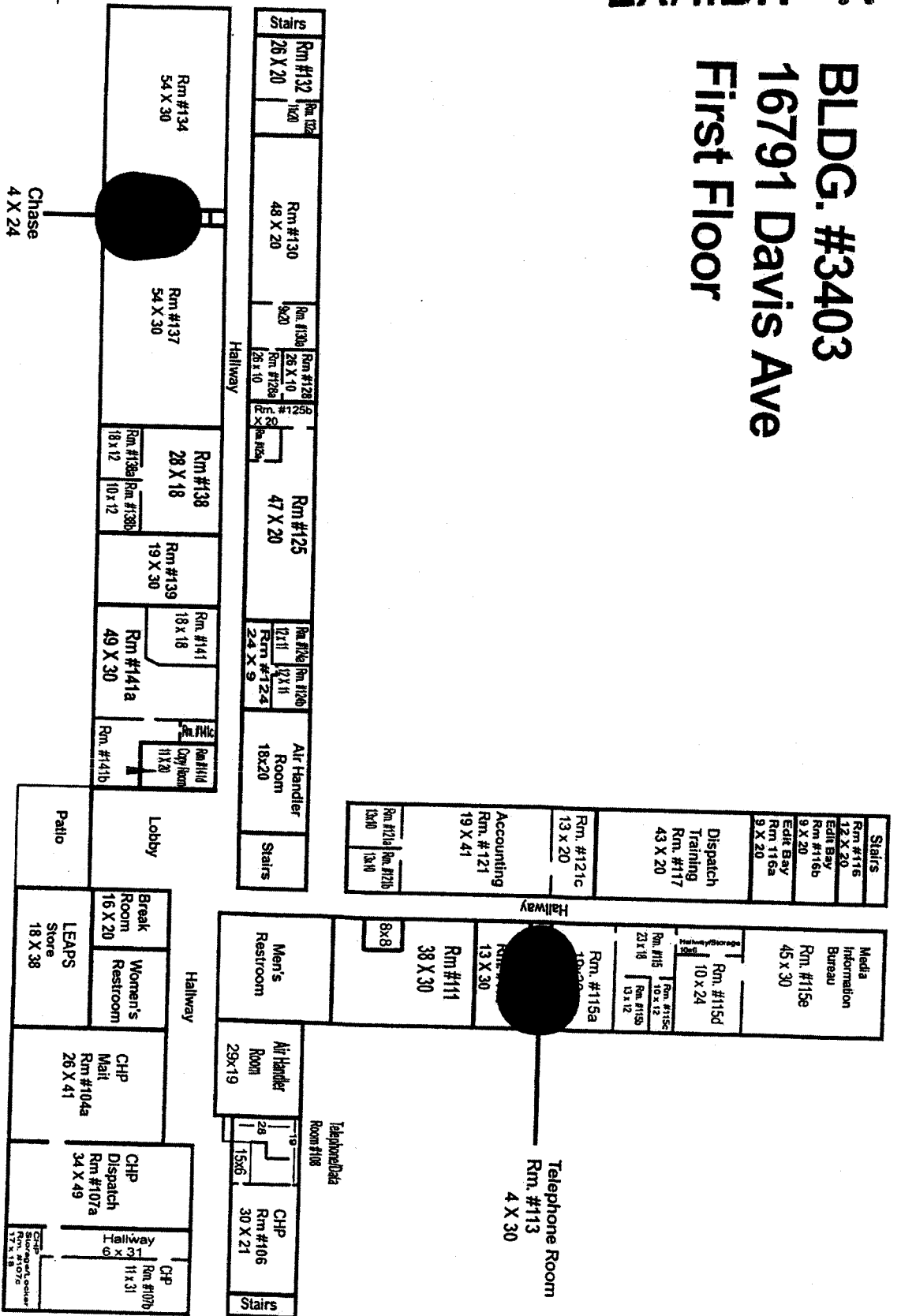
21 APPROVED AS TO FORM:
22 Pamela J. Walls
County Counsel

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24 By: 
25 Synthia M. Gunzel
Deputy County Counsel

BLDG. #3403

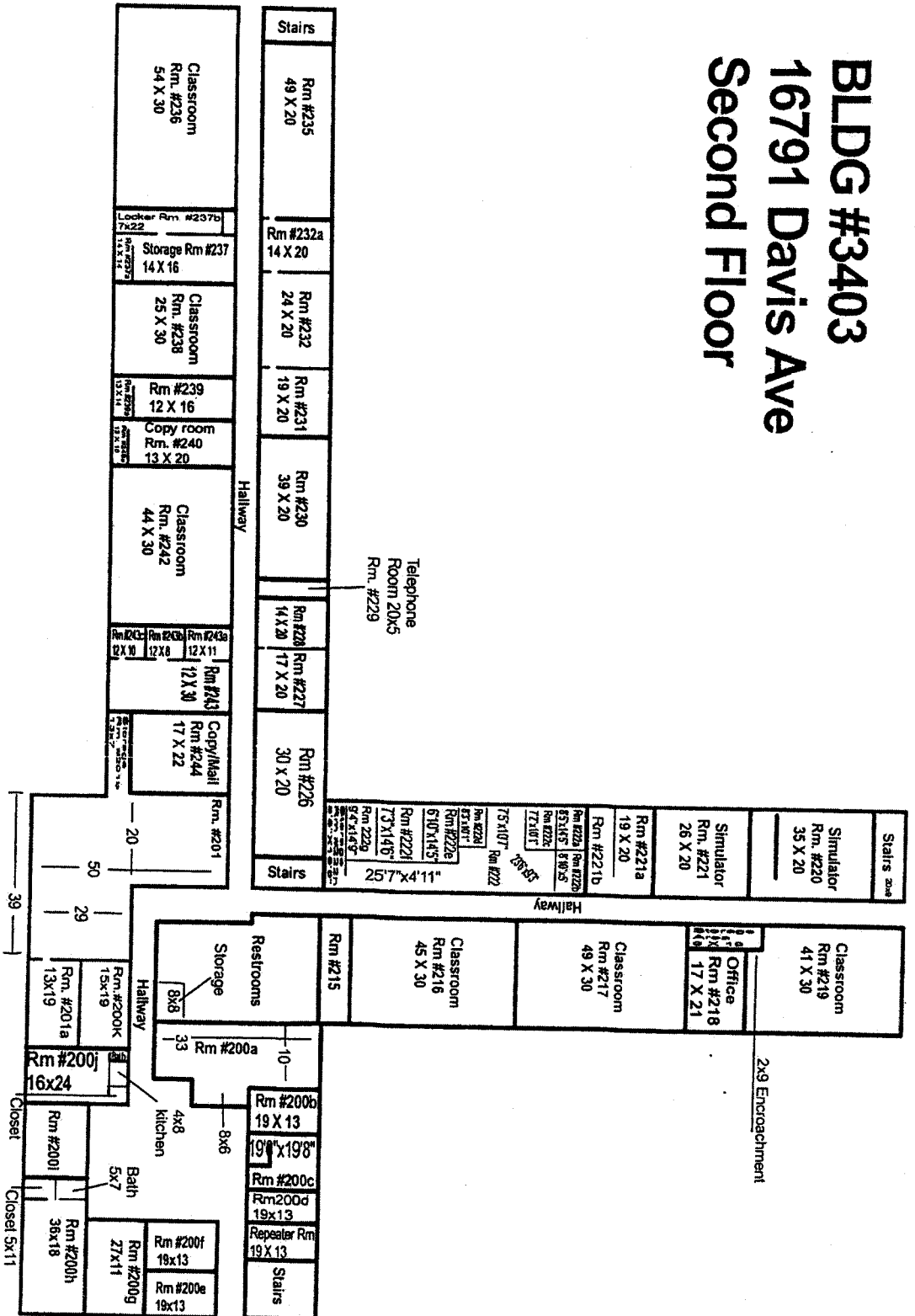
16791 Davis Ave

First Floor



By: CD M. Jones
7/29/08

BLDG #3403
16791 Davis Ave
Second Floor



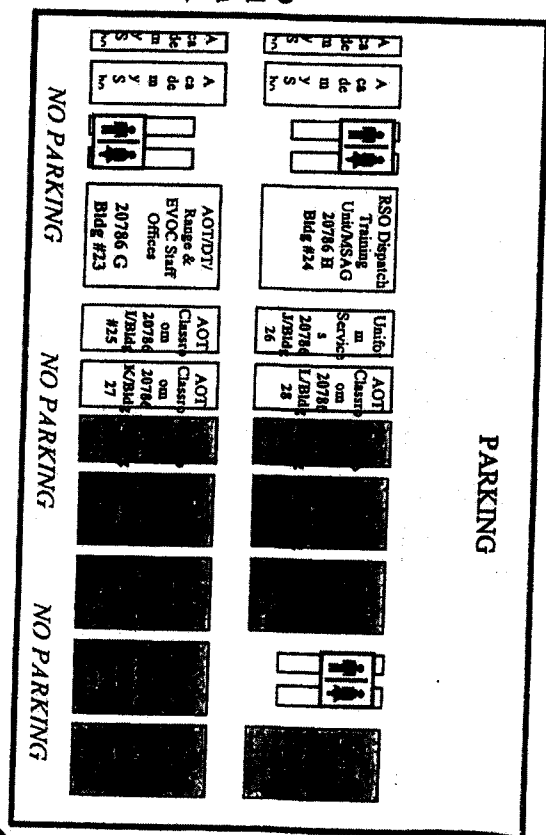
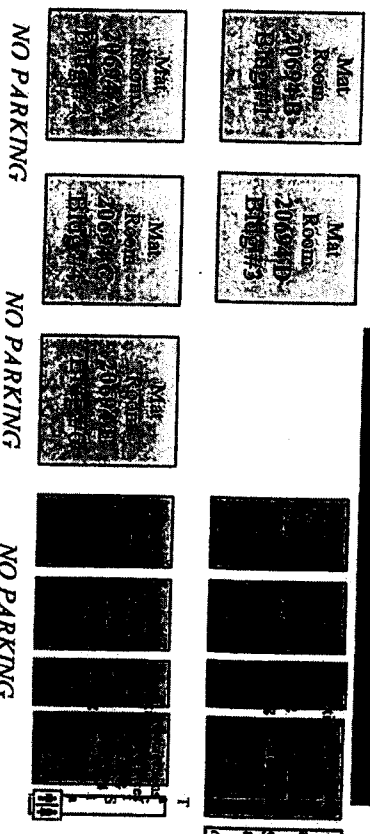
By: CD M. Jones
11/06/08

W ILLIAMS

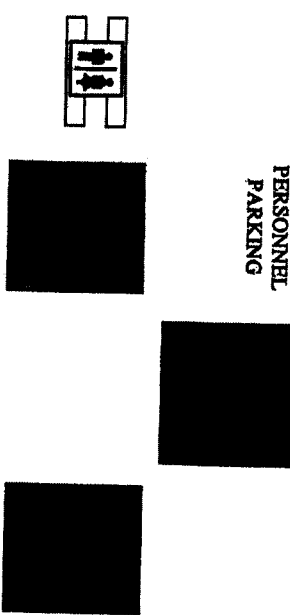
12th Street

11th Street

GRINDER



PERSONNEL PARKING



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



STOP

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

B u n d y A v e

D a v i s 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)