

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

333



FROM: Economic Development Agency / Facilities Management

SUBMITTAL DATE:

January 16, 2013

SUBJECT: License and Standard Agreement For California's Department of Consumer Affairs, Division of Investigation, to use Riverside County Sheriff Department's Ben Clark Public Safety Training Center

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution 2013-037, approve the License and Standard Agreement REQ0008822 between Department of Consumer Affairs, Division of Investigation and County of Riverside;
2. Approve the attached as attachment 1 to Exhibit A of the License and Standard Agreement No. REQ0008822 and authorize the Chairman of the Board to execute same on behalf of the County; and
3. 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

Robert Field
Assistant County Executive Officer/EDA

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER
BY *Samuel Wong 1/15/13*
SAMUEL WONG

FINANCIAL DATA	Current F.Y. Total Cost:	\$3,402	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2012/13

COMPANION ITEM ON BOARD AGENDA: No

SOURCE OF FUNDS: 100% State	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
Jennifer L. Sargent
BY Jennifer L. Sargent
County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 29, 2013
xc: EDA, Sheriff, Auditor

Kecia Harper-Ihem
Clerk of the Board
By *Kecia Harper-Ihem*
Deputy
3-18

Prev. Agn. Ref.: _____ **District:** 1/1 **Agenda Number:** _____

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL
DATE 12/18/13
PATRICIA MAURDE
Rick Hall, Chief Deputy Sheriff
Stanley Sniff, Sheriff-Coroner
Riverside County Sheriff's Department

Dept's Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

BACKGROUND:

California's Department of Consumer Affairs, Division of Investigation, desires to utilize the resources at the Riverside County Sheriff Department's Ben Clark Public 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 investigation courses at the BCTC. California's Department of Consumer Affairs, Division of Investigation, 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 California's Department of Consumer Affairs, Division of Investigation, on an hourly, a half or entire day usage. California's Department of Consumer Affairs, Division of Investigation License and Standard Agreement Number REQ0008822 is attached hereto, the maximum amount of this agreement to reimburse the County is \$13,612.80 ("License and Standard Agreement").

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, Class1-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 and Standard Agreement is summarized below:

Lessee: Department of Consumer Affairs
Business Services Office, Contracts Unit
1625 N. Market Blvd., suite S-103
Sacramento, CA 95834
Attn: Celia Reyes

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

Use: Classrooms, mat room and range facilities

Term: October 1, 2012 or upon approval through September 30, 2015, whichever occurs later

Rent: \$13,612.80

Rental Adjustments: None

Utilities: County

Custodial: County

(Continued)

BACKGROUND: (Continued)

Maintenance: County

Improvements: None

RCIT Costs: None

License and Standard Agreement No. REQ0008822 has been reviewed and approved by County Counsel as to legal form.

FINANCIAL DATA:

All associated costs for this License and Standard Agreement will be fully reimbursed to BCTC through the State funds by the Department of Consumer Affairs, Division of Investigation. The cost for this Fiscal year is \$3,402.00. There is no budget adjustment associated with this transaction.

Attachments:

Resolution 2013-037

State of California Contract and Standard Agreement Number REQ0008822

1 BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

2
3 RESOLUTION NO. 2013-037

4
5 RATIFY THE LICENSE AND STANDARD AGREEMENT NO. REQ0008822
6 BETWEEN THE DEPARTMENT OF CONSUMER AFFAIRS, DIVISION OF
7 INVESTIGATION, STATE OF CALIFORNIA, ON BEHALF OF RIVERSIDE COUNTY
8 SHERIFF'S DEPARTMENT TO USE THE BEN CLARK PUBLIC SAFETY TRAINING
9 CENTER

10 BE IT RESOLVED, DETERMINED AND ORDERED by the Board of
11 Supervisors of the County of Riverside, State of California, in regular session
12 assembled on January 29, 2013, at 9:00 a.m., in the meeting room of the Board of
13 Supervisors located on the First Floor of the County Administrative Center, 4080
14 Lemon Street, Riverside, California, to approve the Standard Agreement No.
15 REQ0008822 the "License and Standard Agreement," between the Department of
16 Consumer Affairs, Division of Investigation, State of California and the County of
17 Riverside, on behalf of Riverside County Sheriff's Department, which grants a license
18 to use the Ben Clark Public Safety Training Center whereby the Department of
19 Consumer Affairs, Division of Investigation, State of California shall provide
20 reimbursement to the County of Riverside for adequate office and classroom space,
21 use of the mat room, and range facilities for the purpose of teaching investigations at
22 the Ben Clark Public Training Center (BCTC).

FORM APPROVED COUNTY COUNSEL
BY: PATRICIA DANSE 12/18/13

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
2 Chairman of the Board of Supervisors of the County of Riverside is hereby authorized
3 to execute the Agreement and any other documents for this transaction on behalf of
4 the County of Riverside.

5
6 ROLL CALL:

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

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

12 KECIA HARPER-IHEM, Clerk of said Board

13 By: _____

14 Deputy

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27 CC:ra/110612/MV136/15.190 S:\Real Property\TYPING\Docs-15.000 to 15.499\15.190.doc

CLERK'S COPY

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

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

AGREEMENT NUMBER REQ0008822
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Consumer Affairs, Division of Investigation

CONTRACTOR'S NAME

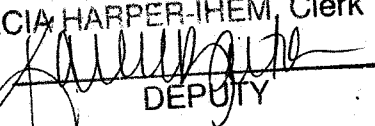
Riverside County Ben Clark Public Safety Training Center

2. The term of this Agreement is: October 1, 2012 or upon approval through September 30, 2015
 whichever occurs later

The maximum amount of this Agreement is: \$13,612.80
 (Thirteen thousand six hundred twelve dollars and eighty 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 – Scope of Work | 1 page |
| Attachment 1 – License Agreement for Use of Riverside County Ben Clark Public Safety Training Center | 5 pages |
| Attachment 2 – County of Riverside, Board of Supervisors Policy | 1 page |
| Exhibit B – Budget Detail and Payment Provisions | 2 pages |
| Attachment 1 – RCBC Room and Office Use Fee Schedule | 6 pages |
| Exhibit C* – General Terms and Conditions | <u>GTC 610</u>
(Number) |
| Exhibit D – Special Terms and Conditions | 1 page |
| Exhibit E – Additional Terms and Conditions | 1 page |

ATTEST:
KECIA HARPER-IHEM, Clerk
 By 
DEPUTY

6/9/2010
 (Dated)

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

California Department of General Services Use Only

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

Riverside County Ben Clark Public Safety Training Center

BY (Authorized Signature)

DATE SIGNED (Do not type)



1/29/13

PRINTED NAME AND TITLE OF PERSON SIGNING

John J. Benoit, Chairman, Board of Supervisors

ADDRESS

16791 Davis Avenue, Suite 201
 Riverside, CA 92518

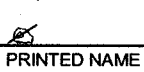
STATE OF CALIFORNIA

AGENCY NAME

Department of Consumer Affairs, Division of Investigation

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Brian Dawley, Contract Operations Manager

ADDRESS

1625 N. Market Blvd., Suite S-103
 Sacramento, CA 95834

FORM APPROVED COUNTY COUNSEL
 12/19/12
 BY: PATRICIA MUNROE

EXHIBIT A

SCOPE OF WORK

1. The Contractor shall provide the Department of Consumer Affairs, Division of Investigation with use of the training facility as described herein.
2. The services shall be performed at the Riverside County Ben Clark Public Safety Training Center located at 16791 Davis Avenue, Suite 201, Riverside, CA 92518.
3. The services shall be held during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except state holidays.
4. The project coordinators during the term of this agreement will be:

Department of Consumer Affairs
Division of Investigation
Name: Farrah Yang
Phone: (916) 515-5100
Fax: (916) 928-2201
Email: farrah.yang@dca.ca.gov

Riverside County Ben Clark Public Safety Training Center
Name: Margie Uebel/ BCTC Room Schedule
Phone: (951) 486-2721
Fax: (951) 486-2799
Email: muebel@riversidesheriff.org

Direct all agreement inquiries to:

Department of Consumers Affairs
Contracts Unit
Attention: Celia Reyes
Address: 1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834
Phone: (916) 574-7295
Fax: (916) 574-8656
Email: celia.reyes@dca.ca.gov

Riverside County Ben Clark Public Safety Training Center
Name: Margie Uebel/BCTC Room Schedule
Address: 16791 Davis Avenue, Suite 201
Riverside, CA 92518
Phone: (951) 486-2721
Fax: (951) 486-2799
Email: muebel@riversidesheriff.org

5. The Contractor shall provide use of the following facilities below for training purposes only:
 - A. Small Classroom
 - B. Mat Room
 - C. Fire Range
 - D. Force Continuum Center – Simulated Force Ops
 - E. Force Continuum Center – Scenario Village
6. The DOI agrees to abide by the terms and conditions set forth in marked Attachment 1, which is incorporated in this contract.

ATTACHMENT 1

**LICENSE AGREEMENT FOR USE OF THE RIVERSIDE COUNTY
BEN CLARK PUBLIC SAFETY TRAINING CENTER**

This Agreement is made and entered into this first day of August, 2012, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California hereinafter referred to as "**COUNTY**" or "**CONTRACTOR**" and **DIVISION OF INVESTIGATION** referred to as "**LICENSEE**" or "**STATE**."

WHEREAS, **COUNTY** owns and maintains certain training facilities on its property in the County of Riverside, State of California,

WHEREAS, **LICENSEE**, desires permission to use the Ben Clark Training Center (BCTC).

WHEREAS, **COUNTY** is agreeable to said use of its Public Safety Training Center and hereby grants permission for said use upon the following terms and conditions;

NOW, THEREFORE, in consideration of the use of these facilities it is mutually agreed as follows:

1. **DESCRIPTION OF PROPERTY:** The property subject to this Agreement is that property located in Riverside County commonly known as the Ben Clark Public Safety Training Center.
2. **PURPOSE:** **LICENSEE** is hereby given temporary use of the facility identified below for training purposes only.

D	Classroom	D	Office Space	D	Mat Room
D	Conference Room	D	Lodging	D	Firing Range
D	Fire Drill Grounds	D	Storage	D	Force Continuum Center

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence upon contract execution and shall terminate on the 30th day of June, 2015, unless cancelled by either party.
4. **TERMINATION OF USER AGREEMENT:** **COUNTY** shall have the right to terminate the license:
 - (A) In the event the **LICENSEE** fails to perform any of its duties or obligations hereunder.
 - (B) Either party may terminate this license by giving ten (10) days written notice to the other party.
5. **RESERVATIONS FOR THE BEN CLARK TRAINING CENTER:** **LICENSEE** shall request in writing specific days and specific times for the use of the training center at least ten (10) days prior to the date of requested use.

Requests can be made to the following:

Riverside County Sheriff

Sheriff BCTC Reservations: 951-486-4761 e-mail: bctc-use@nversldesheriff.org

Riverside County Fire

Fire Classroom Reservations: 951-486-5097 e-mail: RRUTrainingreceptionist@fire.ca.org

Fire Dorm Reservations: 951-486-5242 e-mail: RRUDormreseNation@fire.ca.org

After a reservation has been made, a confirmation will be sent. It is understood that other parties contracting with the **COUNTY** may have reserved the facility and reasonable accommodation of all such parties is the desired objective. If a specific day is scheduled and **LICENSEE** needs to cancel, **LICENSEE** shall notify **COUNTY** within three (3) days of the day scheduled. Failure to notify of a cancelation may result in a minimum charge of one (1) day of use.

6. LIMITATION:

- (A) **COUNTY** reserves the right to close the Training Center during times of emergency or when needed by the Sheriff or Fire Departments for their activities.
- (B) **COUNTY** reserves the right to use the BCTC at all times and may terminate its use by notice to **LICENSEE'S** designated representative below:

NAME: Maria Mudge, Supervisor

ADDRESS: Division of Investigation, 2151 Convention Center Way, Suite 115, Ontario, CA 91764

TELEPHONE NUMBER: (909) 390-3542

Should the above information change during the term of this Agreement, **LICENSEE** shall so notify **COUNTY** in writing within five (5) working days.

- (C) The use of the BCTC facility is subject to the understanding it is made available on an "as is" basis.
- (D) All range firing will be under direct supervision of Range Safety Officers who have completed a POST approved firearms instructors 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. **LICENSEE** shall comply with all "Facility Use Rules."
- (E) Utilities (water and electric) will be supplied without charges and the repair and maintenance of same will be the responsibility of the **COUNTY**.
- (F) Any improvements installed or provided by **LICENSEE** shall be submitted to the **COUNTY** in writing and are to be approved by the Economic Development Agency prior to installation. Fixtures shall remain following termination or expiration of this Agreement.

(G) **HOLD HARMLESS/INDEMNIFICATION:** **LICENSEE** represents that it has inspected the premises, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof by **LICENSEE**. **COUNTY** shall not be liable to **LICENSEE**, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises: provided, however, that such dangerous conditions are not caused by the sole negligence of **COUNTY**, its officers, agents or employees.

LICENSEE 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 **LICENSEE**, 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 relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the premises or the condition thereof, 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 **LICENSEE** shall defend, at its expense, including without limitation attorney fees, expert fees and investigation expenses, **COUNTY** its officers, agents, employees and independent contractors in any legal action 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 case of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(H) **INSURANCE:** **LICENSEE** shall provide Workers' Compensation Insurance at **LICENSEE'S** own cost and expense and further, neither the **LICENSEE** nor its carrier shall be entitled to recover any costs, settlements or expenses of Workers' Compensation claims arising out of this Agreement.

LICENSEE shall procure and maintain commercial general liability insurance coverage that shall protect **LICENSEE** 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 **LICENSEE** use of the premises or the performance of its obligations hereunder, whether such use or performance be by **LICENSEE**, or by anyone employed directly or indirectly by **LICENSEE** while acting in the scope of their employment. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence. **LICENSEE** shall have its insurer endorse its policy to add **COUNTY** as an additional insured.

LICENSEE shall provide, upon **COUNTY** request, a Certificate(s) 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(s) of self-insurance; 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 the **LICENSEE** self-insurance program(s).

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

7. CONFORMITY WITH LAW AND SAFETY:

- (A) **LICENSEE** 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 the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations.
- (B) **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, **LICENSEE** shall immediately notify the Clark Training Center staff or Riverside County Sheriff Dispatch department. **LICENSEE** 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:

1. Name and address of the injured or deceased person(s).
 2. Name and address of **LICENSEE'S** liability insurance carrier.
 3. A detailed description of accident and whether any of **COUNTY'S** equipment, tools, material or staff was involved.
- 8. COUNTY PROPERTY:** **LICENSEE** shall promptly pay for or restore any damage to **COUNTY** property caused by **LICENSEE** and arising out of the performance of this Agreement, upon receipt of a written notice or invoice. **LICENSEE** shall not use **COUNTY** Facility, premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his or her obligations under this Agreement.
- 9. DRUG-FREE WORKPLACE:** **LICENSEE** and **LICENSEE'S** employees shall comply with the **COUNTY'S** policy of maintaining a drug-free workplace. **LICENSEE'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 **LICENSEE** is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any **COUNTY** facility or work site, the **LICENSEE** within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.
- 10. NON-DISCRIMINATION:** **LICENSEE** assures that he / she 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.

- 11. ASSIGNMENT OF AGREEMENT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by **LICENSEE** of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.
- 12. FEE SCHEDULE:** **LICENSEE** agrees to pay to **COUNTY**, use fees according to the Fee Schedule approved by the County Board of Supervisors as Board Policy H-30 as set forth in Exhibit "A." **COUNTY** reserves the right to periodically revise the Fee Schedule rates.
- 13. SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.
- 14. 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.
- 15. GOVERNING AUTHORITY OF THIS AGREEMENT:** There shall be no alteration, change or amendment to this Agreement, except in writing executed by the parties hereto. If this Agreement is referenced or attached in any way to another Agreement, this Agreement will govern if any discrepancies are found between the Agreements.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized agents effective the date first written above.

LICENSEE

By: _____
Agency/Entity Head or Agent with authority
to enter into a contractual agreement.

Date _____

COUNTY OF RIVERSIDE

By: _____
Stan Sniff, Sheriff or John Hawkins, Fire Chief
Riverside County or Designee

Date _____

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Policy</u>	<u>Page</u>
<u>Number</u>	
H-30	1 of 1

Subject:
RIVERSIDE COUNTY BEN CLARK PUBLIC SAFETY TRAINING CENTER
FACILITY USE POLICY

Policy: The purpose of the Use Policy is to provide guidelines for the use of the Ben Clark Public Safety Training Center.

The Ben Clark Public Safety Training Center is a training facility located in Riverside County jointly operated by the Riverside County Sheriff and Riverside County Fire Departments. The training 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. Riverside County Sheriff and Fire departments have priority for facility use.
2. Use of the facility is restricted and available only to agencies that provide a nexus to Local or 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 Riverside County Sheriff or Riverside County Fire at the Ben Clark Training Center.
4. Non-County entities will be required to complete an "Agreement for Use of Ben Clark Public Safety Training Center" at least two weeks prior to the use of the facility.
5. Displays of art and the distribution of information or other media must be reviewed and approved in advance by either Riverside County Sheriff or Fire Department BCTC facility commander.
6. All buildings at the training center are non-smoking. Smoking at the BCTC is permitted only in identified designated areas.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT**: For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs
Division of Investigation
Attention: Melanie Tumbokon
Agreement Number: REQ0008822
1747 N. Market Blvd., Suite 265
Sacramento, CA 95834

2. **BUDGET CONTINGENCY CLAUSE**: It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE**: Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. **COST BREAKDOWN**: Multiple Fiscal Years

Fiscal Year 2012/2013 (October 1, 2012 through June 30, 2013)

Mat Room (\$348.00 per full day x 4 days) as needed basis	\$1,392.00
Fire Range (\$413.76 per full day x 2 days) as needed basis	\$ 827.52
Force Continuum Center – Simulated Force Ops (\$96.96 per half day x 3) as needed basis	\$ 290.88
Force Continuum Center – Scenario Village (\$206.88 per half day x 3) as needed basis	\$ 620.64
Small Classroom (\$115.20 per half day x 2) as needed basis	\$ <u>230.40</u>
FISCAL YEAR 2012/2013 TOTAL:	\$3,361.44

Division of Investigation
and Riverside County Ben Clark Public Safety Training Center
Contract Number: REQ0008822

Fiscal Year 2013/2014 (July 1, 2013 through June 30, 2014)

Mat Room (\$348.00 per full day x 6 days) as needed basis	\$2,088.00
Fire Range (\$413.76 per full day x 2 days) as needed basis	\$ 827.52
Force Continuum Center – Simulated Force Ops (\$96.96 per half day x 4) as needed basis	\$ 387.84
Force Continuum Center – Scenario Village (\$206.88 per half day x 4) as needed basis	\$ 827.52
Small Classroom (\$115.20 per half day x 2) as needed basis	<u>\$ 230.40</u>
FISCAL YEAR 2013/2014 TOTAL:	\$4,361.28

Fiscal Year 2014/2015 (July 1, 2014 through June 30, 2015)

Mat Room (\$348.00 per full day x 6 days) as needed basis	\$2,088.00
Fire Range (\$413.76 per full day x 2 days) as needed basis	\$ 827.52
Force Continuum Center – Simulated Force Ops (\$96.96 per half day x 4) as needed basis	\$ 387.84
Force Continuum Center – Scenario Village (\$206.88 per half day x 4) as needed basis	\$ 827.52
Small Classroom (\$115.20 per half day x 2) as needed basis	<u>\$ 230.40</u>
FISCAL YEAR 2014/2015 TOTAL:	\$4,361.28

Fiscal Year 2015/2016 (July 1, 2015 through September 30, 2015)

Mat Room (\$348.00 per full day x 2 days) as needed basis	\$ 696.00
Fire Range (\$413.76 per full day x 1 day) as needed basis	\$ 413.76
Force Continuum Center – Simulated Force Ops (\$96.96 per half day x 1) as needed basis	\$ 96.96
Force Continuum Center – Scenario Village (\$206.88 per half day x 1) as needed basis	\$ 206.88
Small Classroom (\$115.20 per half day x 1) as needed basis	<u>\$ 115.20</u>
FISCAL YEAR 2015/2016 TOTAL:	\$1,528.80

TOTAL CONTRACT AMOUNT: \$13,612.80

Division of Investigation
and Riverside County Ben Clark Public Safety Training Center
Contract Number: REQ0008822
Exhibit B, Attachment 1 (page 1 of 6)

Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate

4/20/2010 corrected room number for CHP Classroom- 2/2/11 added classrooms 216 & 217 bldg. 3403

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	Modular	S-7	7	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-8	8	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-9	9	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-10	10	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-11	11	Corrections Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-12	12	Corrections Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-25	25	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-26	26	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-27	27	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-28	28	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-29	29	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-30	30	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-31	31	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-32	32	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-33	33	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-34	34	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-35	35	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-38	38-1	Classroom (CHP)	1,080	Classroom	\$ 172.80	
SHERIFF BUILDING	Modular	S-38	38-2	Classroom (CHP)	540	Classroom	\$ 86.40	
SHERIFF BUILDING	Modular	S-38	38-3	Classroom (CHP)	540	Classroom	\$ 86.40	
SHERIFF BUILDING	Modular	S-37	37-1	Classroom (CHP)	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-1	1	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-2	2	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-3	3	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-4	4	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-13	13	Academy Staff Offices	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-14	14	Corrections Staff Offices	2,160	Office		\$ 4,600.80
SHERIFF BUILDING	Modular	S-23	23	AOT/DT Staff Offices	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-24	24	Range & EVOG	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-39	39	Sheriff's Personnel	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-40	40	Sheriff's Personnel	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-41	41	Sheriff's Personnel	1,440	Office		\$ 3,067.20

Division of Investigation
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Exhibit B, Attachment 1 (page 2 of 6)

**Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate**

4/28/2010 corrected room number for CHP Classrooms- 2211 added classrooms 216 & 217 Mtg. 3403

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	Modular	S-42	42	Sheriff's Personnel	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	MV1204	3403	107	CHP DISPATCH	2,903	CLASSROOM	\$ 368.48	
SHERIFF BUILDING	MV1204	3403	134	CLASSROOM	1,620	CLASSROOM	\$ 259.20	
SHERIFF BUILDING	MV1204	3403	137	CLASSROOM	1,620	CLASSROOM	\$ 259.20	
SHERIFF BUILDING	MV1204	3403	216	CLASSROOM	1,350	CLASSROOM	\$ 216.00	
SHERIFF BUILDING	MV1204	3403	217	CLASSROOM	1,470	CLASSROOM	\$ 235.20	
SHERIFF BUILDING	MV1204	3403	219	CLASSROOM	1,212	CLASSROOM	\$ 193.92	
SHERIFF BUILDING	MV1204	3403	220	FORCE OPTIONS	700	CLASSROOM	\$ 112.00	
SHERIFF BUILDING	MV1204	3403	221	DRIVING SIMULATOR	520	CLASSROOM	\$ 83.20	
SHERIFF BUILDING	MV1204	3403	235	CLASSROOM	980	CLASSROOM	\$ 156.80	
SHERIFF BUILDING	MV1204	3403	236	CLASSROOM	1,620	CLASSROOM	\$ 259.20	
SHERIFF BUILDING	MV1204	3403	238	CLASSROOM	750	CLASSROOM	\$ 120.00	
SHERIFF BUILDING	MV1204	3403	242	CLASSROOM	1,320	CLASSROOM	\$ 211.20	
SHERIFF BUILDING	MV1204	3403	122	DISPATCH TRAINING RSD	860	CLASSROOM	\$ 137.60	
SHERIFF BUILDING	MV1204	3403	111	MAIN CONFERENCE ROOM	1,140	CONFERENCE		
SHERIFF BUILDING	MV1204	3403	200h	EXECUTIVE CONFERENCE ROOM	648	CONFERENCE		
SHERIFF BUILDING	MV1204	3403	106	CHP	720	OFFICE	\$ 1,533.60	
SHERIFF BUILDING	MV1204	3403	115	MEDIA INFORMATION BUREAU	3,150	OFFICE	\$ 6,709.50	
SHERIFF BUILDING	MV1204	3403	121	ACCOUNTING	1,360	OFFICE	\$ 2,896.80	
SHERIFF BUILDING	MV1204	3403	124	VACANT	480	OFFICE	\$ 1,022.40	
SHERIFF BUILDING	MV1204	3403	125	VACANT	940	OFFICE	\$ 2,002.20	
SHERIFF BUILDING	MV1204	3403	128	ACADEMY STAFF - MODULAR	520	OFFICE	\$ 1,107.60	
SHERIFF BUILDING	MV1204	3403	130	ACADEMY STAFF - BASIC	960	OFFICE	\$ 2,044.80	
SHERIFF BUILDING	MV1204	3403	132	UNIFORM STAFF	520	OFFICE	\$ 1,107.60	
SHERIFF BUILDING	MV1204	3403	138	PERSONNEL OFFICE	870	OFFICE	\$ 1,853.10	
SHERIFF BUILDING	MV1204	3403	141	CLERICAL	1,250	OFFICE	\$ 2,662.50	
SHERIFF BUILDING	MV1204	3403	215	CHAPLAIN	176	OFFICE	\$ 374.88	
SHERIFF BUILDING	MV1204	3403	218	SIMULATOR STAFF	528	OFFICE	\$ 1,124.64	
SHERIFF BUILDING	MV1204	3403	216	CLASSROOM	1,350	CLASSROOM	\$ 216.00	
SHERIFF BUILDING	MV1204	3403	217	CLASSROOM	1,440	CLASSROOM	\$ 230.40	
SHERIFF BUILDING	MV1204	3403	222	RCC - STAFF OFFICES	1,340	OFFICE	\$ 2,854.20	
SHERIFF BUILDING	MV1204	3403	227	SGT. OFFICE = 2	340	OFFICE	\$ 724.20	

**Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate**

4/29/2010 corrected room number for CHP Classroom- 22/11 added classrooms 216 & 217 bldg. 3403

ROOM TYPE		RATE	OCCUPANCY					
Classroom Rate per sq ft / day		\$ 0.16	SHERIFF					
Office per sq ft / month		\$ 2.13	CHP					
Conference Rm per sq ft / hour		\$ 0.02	FIRE					
Mat Room per sq ft / day		\$ 0.10	RCC					
Range per bay / day		\$ 413.76						
COUNTY AGENCY	FW BUILDING #	BUILDING	ROOM NO.	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	MV1204	3403	228	ADMIN SGT.	280	OFFICE		\$ 596.40
SHERIFF BUILDING	MV1204	3403	230	AOT STAFF	780	OFFICE		\$ 1,661.40
SHERIFF BUILDING	MV1204	3403	233	DEFENSIVE TACTICS STAFF	1,140	OFFICE		\$ 2,428.20
SHERIFF BUILDING	MV1204	3403	239	CORRECTIONS STAFF	360	OFFICE		\$ 766.80
SHERIFF BUILDING	MV1204	3403	243	MAIL ROOM DISTRIBUTION	374	OFFICE		\$ 796.62
SHERIFF BUILDING	MV1204	3403	244	CLERICAL	2,241	OFFICE		\$ 4,773.33
SHERIFF BUILDING	MV1204	3403	104A	CHP MAIT	1,066	OFFICE		\$ 2,270.56
SHERIFF BUILDING	MV1204	3403	111A	VACANT	390	OFFICE		\$ 830.70
SHERIFF BUILDING	MV1204	3403	200A	ADMIN. SERVICE MGR	378	OFFICE		\$ 805.14
SHERIFF BUILDING	MV1204	3403	200B	ACADEMY LT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200C	RCC - EXECUTIVE STAFF	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200D	CHP LT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200E	CONSTRUCTION SGT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200F	CONSTRUCTION LT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200g	AOT LT	297	OFFICE		\$ 632.61
SHERIFF BUILDING	MV1204	3403	200I	ADMIN LT.	361	OFFICE		\$ 768.93
SHERIFF BUILDING	MV1204	3403	200J	CAPTAIN'S OFFICE	352	OFFICE		\$ 749.76
SHERIFF BUILDING	MV1204	3403	221A	CCW	380	OFFICE		\$ 809.40
SHERIFF BUILDING	MV1204	3403	243A	REGIONAL TRAINING PROGRAM	720	OFFICE		\$ 1,533.60
SHERIFF BUILDING	MV1204	3403		FILM EDITING BAY B	180	OFFICE		\$ 383.40
SHERIFF BUILDING	MV1204	3403		FILM EDITING BAY A	180	OFFICE		\$ 383.40
SHERIFF BUILDING	MV1204	3403	116	STORAGE - SHERIFF	240	STORAGE		
SHERIFF BUILDING	MV1204	3403	139	RECORDS/SUPPLIES	570	STORAGE		
SHERIFF BUILDING	MV1204	3403	226	FILES - POST	600	STORAGE		
SHERIFF BUILDING	MV1204	3403	237	STORAGE	420	STORAGE		
SHERIFF BUILDING	MV1207	3409	AUDITORIUM	AUDITORIUM	2,752	CLASSROOM	\$ 440.32	
SHERIFF BUILDING	MV1211	3415		OFFICE	330	OFFICE	\$ 702.90	
SHERIFF BUILDING	MV1211	3415		RCFD OFFICE	240	OFFICE	\$ 511.20	
SHERIFF BUILDING	MV1211	3415		STORAGE ROOM	75	STORAGE		
SHERIFF BUILDING	MV1211	3415		RCFD STORAGE AREA	1,054	STORAGE		
SHERIFF BUILDING	MV1211	3415		RCFD STORAGE AREA	1,008	STORAGE		
SHERIFF BUILDING	MV1211	3415		RCFD STORAGE AREA	705	STORAGE		

Division of Investigation
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**Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate**

4/20/2010 corrected room number for CHP Classroom- 20211 added classrooms 216 & 217 Mtg. 3403

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	MV1214	3420	MAT	MAT ROOM	2166	MAT ROOM	\$ 216.60	
SHERIFF BUILDING				RANGE CLASSROOM	728	CLASSROOM	\$ 116.48	
FIRE BUILDING	Modular	Modular	1	RCC EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	2	Fire EMS Classroom	1,080	Classroom	\$ 172.80	
			2a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	3	Fire EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	4	Open Classroom	1,080	Classroom	\$ 172.80	
			4a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	5	Open Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	6	RCTOA Classroom	1,080	Classroom	\$ 172.80	
			6a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	7	RCC FF1 Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	8	CAL Fire FFA Classroom	1,080	Classroom	\$ 172.80	
			8a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	9	RCC EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	10	RCC EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	12	County Fire Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	13	Region Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	MV1209	3408	101	FC KEMP AND FC SMITH	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	102	J. MCLAUGHLIN	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	103	FC WOOD	210	OFFICE		\$ 447.30
FIRE BUILDING	MV1209	3408	104	FC EDMONDSON	225	OFFICE		\$ 479.25
FIRE BUILDING	MV1209	3408	105	FC WEISER	180	OFFICE		\$ 383.40
FIRE BUILDING	MV1209	3408	106	LIZ GONZABA	165	OFFICE		\$ 351.45
FIRE BUILDING	MV1209	3408	107	1ST FLOOR CONFERENCE ROOM	390	CONFERENCE		\$ -
FIRE BUILDING	MV1209	3408	108	BC MEECHAM	210	OFFICE		\$ 447.30
FIRE BUILDING	MV1209	3408	111	BC BELK	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	112	FC KELLEHER	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	115	1ST FLOOR CONFERENCE ROOM	702	CONFERENCE		\$ -
FIRE BUILDING	MV1209	3408	117	STACEY ADAMS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	119	WICK AND JAMES	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	121	AMMONS	195	OFFICE		\$ 415.35

**Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate**

420/2010 corrected room number for CHP Classroom- 22/11 added classrooms 216 & 217 bldg. 3403

ROOM TYPE		RATE	OCCUPANCY					
Classroom Rate per sq ft / day		\$ 0.16	SHERIFF					
Office per sq ft / month		\$ 2.13	CHP					
Conference Rm per sq ft / hour		\$ 0.02	FIRE					
Mat Room per sq ft / day		\$ 0.10	RCC					
Range per bay / day		\$ 413.76						
COUNTY-AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
FIRE BUILDING	MV1209	3408	122	VACANT	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	123	LINDA JAYNE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	124	VACANT	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	126	VACANT	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	201	2ND FLOOR OFFICE SPACE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	202	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	203	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	204	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	205	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	206	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	207	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	208	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	209	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	210	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	211	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	212	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	215	2ND FLOOR CONFERENCE RM	702	CONFERENCE		\$
FIRE BUILDING	MV1209	3408	217	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	218	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	219	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	220	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	221	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	222	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	223	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	224	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	225	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	226	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	227	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	228	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	301	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	302	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	303	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	

Division of Investigation
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Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate

4282910 corrected room number for CHP Classroom- 22711 added classrooms 216 & 217 bldg. 3403

ROOM TYPE		RATE	OCCUPANCY					
Classroom Rate per sq ft / day		\$ 0.16	SHERIFF					
Office per sq ft / month		\$ 2.13	CHP					
Conference Rm per sq ft / hour		\$ 0.02	FIRE					
Mat Room per sq ft / day		\$ 0.10	RCC					
Range per bay / day		\$ 413.76						
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
FIRE BUILDING	MV1209	3408	304	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	306	CLASSROOM	702	CLASSROOM	\$ 112.32	
FIRE BUILDING	MV1209	3408	307	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	308	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	309	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	310	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1208	3407	101	SPMC	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	102	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	103	ANN	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	104	GLENDA SEE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	105	SHERRI NISSLEY	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	106	KAY HAMILTON	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	107	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	108	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	109	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	110	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	113	HOLLY BOWS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	115	MARY GALLARDO	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	116	NATALIE HANNUM	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	117	DAN HEISER	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	118	BOB FONTANE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	119	CHRIS NOLLETTE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	120	PHIL RAWLINGS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	121	LOURDES DAVIS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	122	RCC EMS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	123	RCC EMS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	124	RCC CLASSROOM	486	CLASSROOM	\$ 77.76	

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. LIABILITY FOR NONCONFORMING WORK: The Contractor shall be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor shall be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.
2. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
5. LICENSES AND PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit (s), the State may, in addition to other remedies it may have, terminate this Contract upon occurrence of such event.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

1. **LIABILITY FOR LOSS AND DAMAGES:** Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.
2. **CONFIDENTIALITY OF DATA:** No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

The Contractor, by acceptance of this Agreement, is subject to all of the requirements of California Civil Code Section 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

3. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
3. **DISABLED VETERAN BUSINESS ENTERPRISE (DVBE):** The State has determined that the DVBE participation goals for this Agreement are exempt. However, the Contractor may use DVBEs and report the participation to the State.
4. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY:** The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required.
5. **INSURANCE REQUIREMENTS:** The Contractor shall have in effect at all times during the term of this Contract general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than one year. New certificates

of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work shall be performed prior to approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this Contract.