

FORM APPROVED COUNTY COUNSEL 12/1/15
BY: GREGORY P. PRIAMOS DATE

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



FROM: Economic Development Agency

SUBMITTAL DATE:
October 29, 2015

SUBJECT: Resolution Number 2015-225, Approval of and Ratify License and Standard Agreement for California's Department of Consumer Affairs, Division of Investigation Standard Agreement Number REQ0015508 for use of Riverside County Ben Clark Public Safety Training Center; District 1; CEQA Exempt, [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and Section 15061 (b) (3), the common sense exemption;
2. Adopt Resolution Number 2015-225, Approval of and Ratify the License and Standard Agreement REQ0015508 between Department of Consumer Affairs, Division of Investigation and County of Riverside;

(Continued)

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: N/A

Budget Adjustment: No

For Fiscal Year: 2015/16-17/18

C.E.O. RECOMMENDATION:

APPROVE

BY:
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: November 10, 2015
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 3-18 of 1/29/2013

District: 1

Agenda Number:

3-7

By: Stanley Sniff, Sheriff-Coroner
Riverside County Sheriff's Department

☐ A-30 ☐ Positions Added ☐ Change Order ☐ 4/5 Vote

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency

FORM 11: Resolution Number 2015-225, Approval of and Ratify License and Standard Agreement for California's Department of Consumer Affairs, Division of Investigation Standard Agreement Number REQ0015508 for use of Riverside County Ben Clark Public Safety Training Center; District 1; CEQA Exempt, [\$0]

DATE: October 29, 2015

PAGE: 2 of 3

RECOMMENDED MOTION: (Continued)

3. Approve and Ratify the License and Standard Agreement No. REQ0015508 and authorize the Chairman of the Board to execute the Standard Agreement and Exhibit A, Attachment 1 - License Agreement on behalf of the County; and
4. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five days of approval by the Board.

BACKGROUND:

Summary

California's Department of Consumer Affairs, Division of Investigation (Division), desires to continue to use the resources that are available at 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. The Division 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 the total square footage of all space utilized by the Division, on an hourly, a half or entire day usage. Agreement Number REQ0015508 is attached hereto. The maximum amount of this agreement to reimburse the County is \$20,433.60 "License and Standard Agreement".

Pursuant to the California Environmental Quality Act (CEQA), the License and Standard Agreement was reviewed and determined to be categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1-Existing Facilities and Section 15061 (b) (3), the common sense exemption. The License and Standard Agreement, is the licensing of property involving existing facilities, and no alteration, or no expansion of an existing use will occur.

The License and Standard Agreement is summarized below:

Lessee: Department of Consumer Affairs, Division of Investigation
Business Services Office, Contract Unit
1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834

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

Use: Classrooms, mat room and range facilities

Term: October 1, 2015 through September 30, 2018

Revenue Rent per Year: \$ 5,471.04 FY2015/16 (10/1/2015 – 6/30/2016)
\$ 6,811.20 FY2016/17 (7/1/2016-6/30/2017)
\$ 8,151.36 FY2017/18 (7/1/2017-9/30/2018)
\$20,433.60

(Continued)

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

Economic Development Agency

FORM 11: Resolution Number 2015-225, Approval of and Ratify License and Standard Agreement for California's Department of Consumer Affairs, Division of Investigation Standard Agreement Number REQ0015508 for use of Riverside County Ben Clark Public Safety Training Center; District 1; CEQA Exempt, [\$0]

DATE: October 29, 2015

PAGE: 3 of 3

BACKGROUND:

Summary (Continued)

Rental Adjustments: None

Utilities, Custodial, and
Maintenance: County

RCIT Costs: None

The License and Standard Agreement Number REQ0015508 has been reviewed and approved by County Counsel as to legal form.

Impact on Citizens and Businesses

The continued presence of The Department of Consumer Affairs, Division of Investigation at BCTC will provide valuable revenue to BCTC, which in turn can be used to implement other valuable security training methods and procedures to enhance the most current investigation and security training processes. The citizens and businesses of the region and State of California will benefit greatly through the continued collaboration between the Department of Consumer Affairs, Division of Investigation and County through the training they receive at BCTC.

SUPPLEMENTAL:

Additional Fiscal Information

The License and Standard Agreement will provide revenue income to the County of Riverside Sheriff's Department through September 30, 2018.

Contract History and Price Reasonableness

The License and Standard Agreement rates are based as per County Policy H-30. This License and Standard Agreement has been in place since January 29, 2013.

Attachments:

Resolution Number 2015-225

License and Standard Agreement Number REQ0015508

Notice of Exemption

Aerial Image of BCTC

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 10-20-15
DATE: SYNTHIA M. GUNZEL

BOARD OF SUPERVISORS

COUNTY OF RIVERSIDE

RESOLUTION NO. 2015-225

APPROVAL OF AND RATIFY THE LICENSE AND STANDARD AGREEMENT NO.
REQ0015508 BETWEEN THE COUNTY OF RIVERSIDE, ON BEHALF OF ITS
SHERIFFS DEPARTMENT, AND THE DEPARTMENT OF CONSUMER AFFAIRS,
DIVISION OF INVESTIGATION, STATE OF CALIFORNIA, TO USE THE BEN CLARK
PUBLIC SAFETY TRAINING CENTER

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of
Supervisors of the County of Riverside, State of California, in regular session
assembled on November 3, 2015 at 9:00 a.m., in the meeting room of the Board of
Supervisors located on the First Floor of the County Administrative Center, 4080
Lemon Street, Riverside, California, to approve an ratify the Standard Agreement No.
REQ0015508 the "License and Standard Agreement," between the Department of
Consumer Affairs, Division of Investigation, State of California ("State") and the County
of Riverside, on behalf of Riverside County Sheriff's Department ("County"), whereby
the County which grants a license to the State to use the Ben Clark Public Safety
Training Center and the Department of Consumer Affairs, Division of Investigation,
State of California shall provide reimbursement to the County of Riverside for adequate
office and classroom space, use of the mat room, and range facilities for the purpose
of teaching investigations at the Ben Clark Public Training Center (BCTC).

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
7 ROLL CALL:

8 Ayes: Jeffries, Washington, Benoit and Ashley
9 Nays: None
10 Absent: Tavaglione

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

13 KECIA HARPER-IHEM, Clerk of said Board

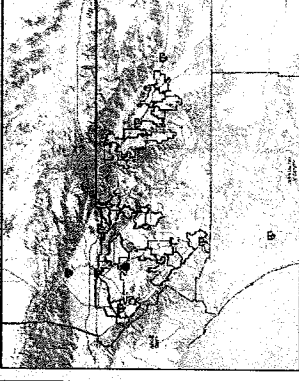
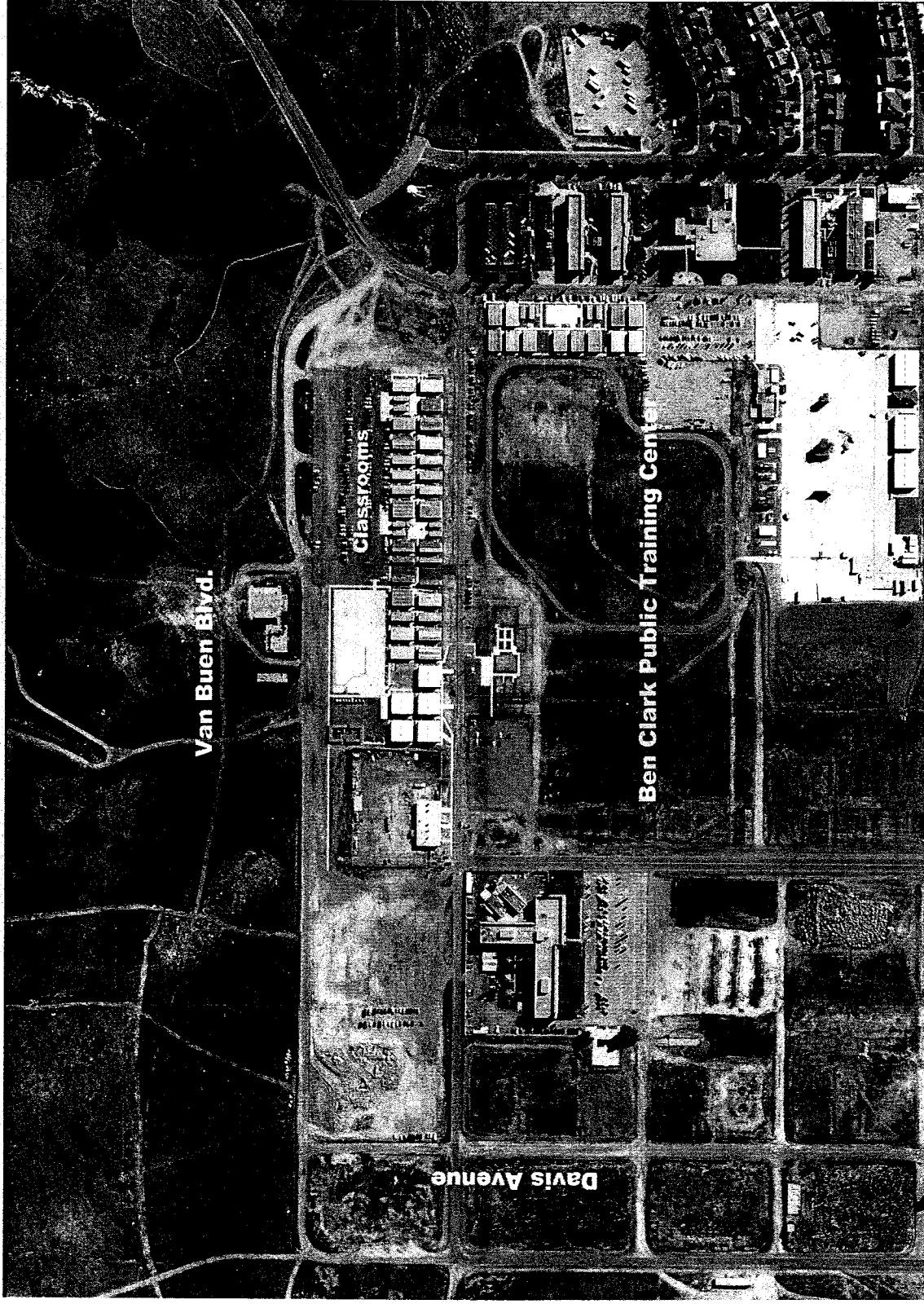
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15 Deputy

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BCTC - State of California, Consumer Affairs, Division of Investigation

License and Standard Contract Agreement REQ0015508



Legend

Notes
APN294110005

"IMPORTANT" Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



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County of Riverside
11/12/15 kb

NOTICE OF EXEMPTION

September 29, 2015

Project Name: County of Riverside, License and Standard Agreement, Department of Consumer Affairs, Division of Investigation, BCTC

Project Number: FM047462013600

Project Location: Ben Clark Training Center, 16791 Davis Avenue, Riverside, California 92518;
Assessor's Parcel Number: 294-110-005 (See attached exhibits)

Description of Project: California's Department of Consumer Affairs, Division of Investigation (Division), desires to continue to use the resources that are available at Ben Clark Public Training Center (BCTC). The County of Riverside (County), on behalf of the Riverside County Sheriffs (Sheriffs), proposes to enter into a License and Standard Agreement with the Division, commencing October 1, 2015 through September 30, 2018. The premises consist of space within BCTC located at 16791 Davis Avenue, Riverside, California. 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. The Division 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 the total square footage of all space utilized by the Division, on an hourly, a half or entire day usage. The proposed project is the licensing of property involving existing facilities and no expansion of an existing use will occur. The project does not involve any changes to land use, the existing building, or the physical environment. The operation of the facility will continue to be similar to ongoing uses and will not result in an increase in the intensity of the use of the site. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency;
California's Department of Consumer Affairs, Division of Investigation

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b)(3), General Rule or "Common Sense" Exemption.

Reasons Why Project is Exempt: The Project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The Project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The Project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The license agreement is not anticipated to result in any significant physical environmental impacts.

NOV 10 2015 37

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6486

www.rivcoeda.org

Administration
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Business Intelligence
Cultural Services
Community Services
Custodial

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Housing Authority
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Maintenance
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Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, licensing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The Project is a proposed License and Standard Agreement and will not increase or expand the use of the site, and merely allows for the continued use of the site in a similar capacity; therefore, the Project meets the scope and intent of the Class 1 Exemption.
- Section 15061 (b)(3) – “Common Sense” Exemption. In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment” State CEQA Guidelines, Section 15061(b)(3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *Muzzy Ranch Co. v Solano County Airport Land Use Comm'n* (2007) 41 Cal.4th 372.
With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed license agreement will not have an effect on the environment. The use and operation of the facility will be substantially similar to the existing uses and will not create any new environmental impacts to the surrounding area. Therefore, in no way would the Project as proposed have the potential to cause a significant environmental impact and the Project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the Project as proposed is exempt under CEQA. No further environmental analysis is warranted.

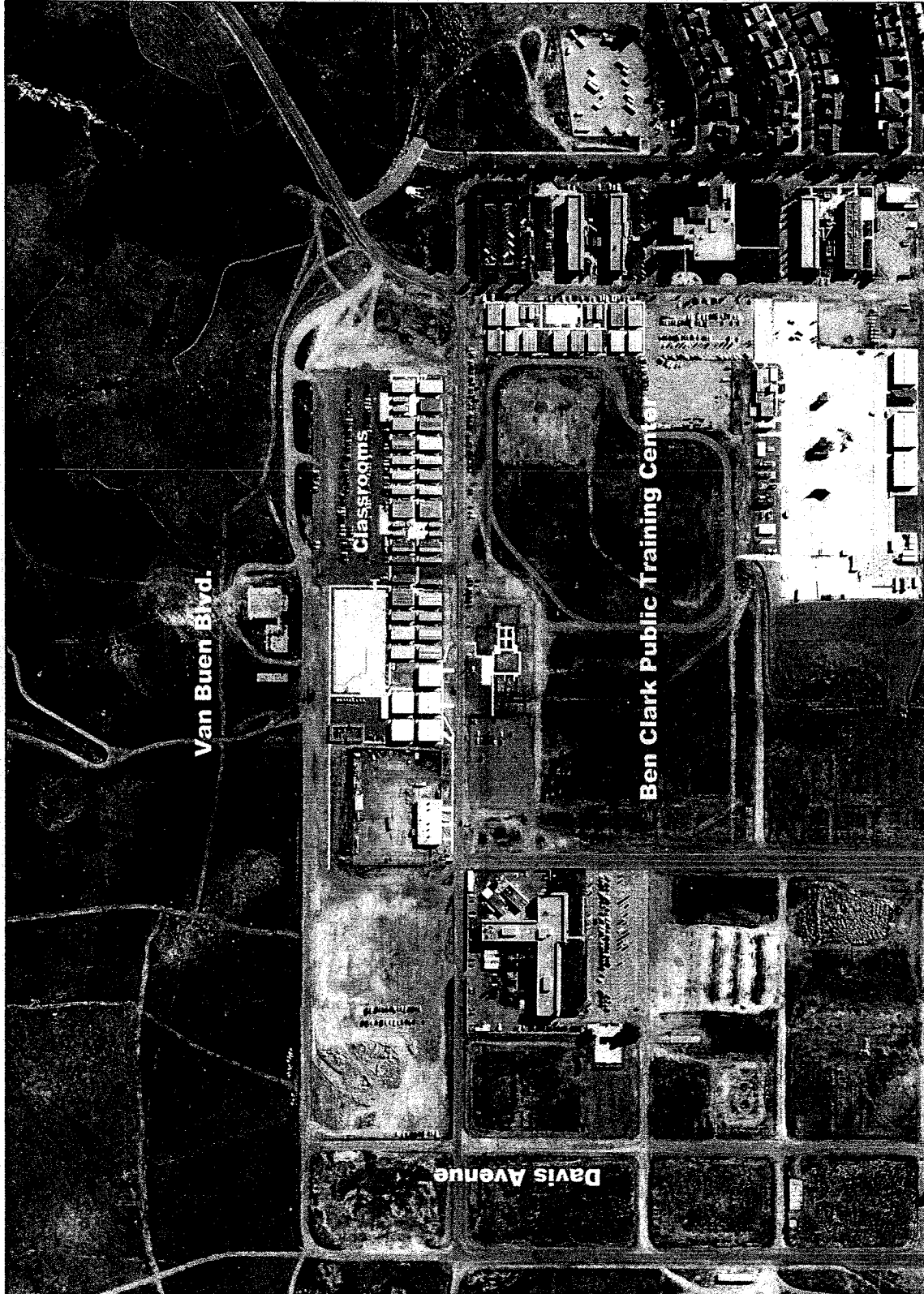
Signed: _____

Date: _____

John Alfred, Acting Senior Environmental Planner
County of Riverside, Economic Development Agency

BCTC - State of California, Consumer Affairs, Division of Investigation

License and Standard Contract Agreement REQ0015508



Legend

Notes
APN294110005

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RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: License and Standard Agreement, Department of Consumer Affairs, Division of Investigation, BCTC

Accounting String: 524830-47220-7200400000- FM047462013600

DATE: September 29, 2015

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: John Alfred, Acting Senior Environmental Planner, Economic Development Agency

Signature:  _____

PRESENTED BY: Cindy Campos, Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: September 29, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: John Alfred, Acting Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM047462013600**
License and Standard Agreement, Department of Consumer Affairs, Division of Investigation, BCTC

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to Mail Stop #1330 Attention: John Alfred, Acting Senior Environmental Planner, Economic Development Agency, 3403 10th Street, Suite 400. Riverside, CA 92501. If you have any questions, please contact John Alfred at 955-4844.

Attachment

cc: file

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

AGREEMENT NUMBER
REQ0015508

REGISTRATION NUMBER
EP1460182

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, 2015 through September 30, 2018

3. The maximum amount
of this Agreement is:

\$20,433.60
(twenty thousand four hundred thirty dollars and sixty 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

Attachment 2 – Rate Sheet

1 page

Exhibit C* – General Terms and Conditions

GTC 610
(Number)

6/9/2010
(Dated)

Exhibit D – Special Terms and Conditions

1 page

Exhibit E – Additional Terms and Conditions

2 pages

ATTEST:

KECIA HARPER-HEM, Clerk

By

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 <http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx>

FORM APPROVED COUNTY COUNSEL

BY: 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.)

Riverside County Ben Clark Public Safety Training Center

BY (Authorized Signature)

DATE SIGNED (Do not type)

Marion Ashley

11/10/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Marion Ashley, Chairman, Board of Supervisors

ADDRESS

16791 Davis Ave, 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)

William Pequinot

11/19/2015

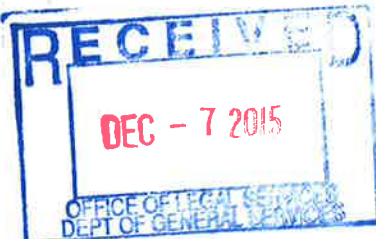
PRINTED NAME AND TITLE OF PERSON SIGNING

William Pequinot, Contract Operations Manager

ADDRESS

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

California Department of
General Services Use Only



[Signature]

☐ Exempt

NOV 10 2015 3-7 2015-12-12990

EXHIBIT A

SCOPE OF WORK

1. The Contractor shall provide the Department of Consumer Affairs (DCA), Division of Investigation (DOI), with use of training facilities as described herein.
2. The services shall be performed at 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. PST, Monday through Friday, except State Holidays. The DOI will schedule range times in advance as range use permits.
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

BCTC Room Schedule

Name: Margie Uebel
Phone: (951) 486-2721
Fax: (951) 486-2799
Email: muebel@riversidesheriff.org

Direct all agreement inquiries to:

Department of Consumers Affairs

Contracts Unit

Attention: Austin Kircher
Address: 1625 N. market Blvd., S103
Sacramento, CA 95814
Phone: (916) 574-7296
Fax: (916) 574-8658
Email: austin.kircher@dca.ca.gov

Riverside County Ben Clark Public Safety
Training Center

BCTC Room Schedule

Name: Margie Uebel
Address: 16791 Davis Ave., Suite 201
Riverside, CA 92518
Phone: (951) 486-2721
Fax: (951) 486-2799
Email: muebel@riversidesheriff.org

5. The Contractor shall provide temporary use of the facilities below for training purposes only.
 - A. Small Classroom
 - B. Mat Room
 - C. Fire Range
 - D. Simulated Force Ops
 - E. Scenario Village
6. The DOI agrees to abide by the terms and conditions set forth in marked Exhibit A, Attachment I 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 October 1, 2015, 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.

<input type="checkbox"/> Classroom	<input type="checkbox"/> Office Space	<input type="checkbox"/> Mat Room
<input type="checkbox"/> Conference Room	<input type="checkbox"/> Lodging	<input type="checkbox"/> Firing Range
<input type="checkbox"/> Fire Drill Grounds	<input type="checkbox"/> Storage	<input type="checkbox"/> 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 September, 2018, 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@riversidesheriff.org

Riverside County Fire

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

Fire Dorm Reservations: 951-486-5242 e-mail: RRUDormreservation@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 cancellation 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: Marion Ashley
Marion Ashley
Chairman, Board of Supervisors

Date NOV 10 2015

FORM APPROVED COUNTY COUNSEL
BY: Synthia M. Gunzel 10/20/15
SYNTHIA M. GUNZEL DATE

ATTEST:

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

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: Farrah Yang
Agreement Number: REQ0015508
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 the Contractor or to furnish any other considerations under this Agreement and the 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 the 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 2015/16 (10/1/2015-6/30/2016)

Mat Room - \$348.00 per full day x 8 days (as needed base)	\$2,784.00
Fire Range—\$413.76 per full day x 4 days (as needed base)	\$1,655.04
Simulated Force Ops---\$193.92 per full day x 2 (as needed base)	\$387.84
Scenario Village ---\$413.76 per full day x 1 (as needed base)	\$413.76
Small Classroom---\$230.40 per full day x 1 (as needed base)	\$230.40

Total: **\$5,471.04**

Fiscal Year 2016/17 (7/1/2016-6/30/2017)

Mat Room - \$348.00 per full day x 10 days (as needed base)	\$3,480.00
Fire Range—\$413.76 per full day x 5 days (as needed base)	\$2,068.80
Simulated Force Ops---\$193.92 per full day x 2 (as needed base)	\$387.84
Scenario Village ---\$413.76 per full day x 1 (as needed base)	\$413.76
Small Classroom---\$230.40 per full day x 2 (as needed base)	\$460.80

Total: **\$6,811.20**

Fiscal Year 2017/18 (7/1/2017-6/30/2018)

Mat Room - \$348.00 per full day x 10 days (as needed base)	\$3,480.00
Fire Range—\$413.76 per full day x 5 days (as needed base)	\$2,068.80
Simulated Force Ops---\$193.92 per full day x 2 (as needed base)	\$387.84
Scenario Village ---\$413.76 per full day x 1 (as needed base)	\$413.76
Small Classroom---\$230.40 per full day x 2 (as needed base)	\$460.80

Total: **\$6,811.20**

Fiscal Year 2018/19 (7/1/2018-9/30/2018)

Mat Room - \$348.00 per full day x 2 days (as needed base)	\$696.00
Fire Range—\$413.76 per full day x 1 days (as needed base)	\$413.76
Small Classroom---\$230.40 per full day x 1 (as needed base)	\$230.40

Total: **\$1,340.16**

Total Agreement amount: \$20,433.60

IEU 35% 8801-522-70204 ---\$7,151.76

HQIU 65% 8805-522-70204--\$13,281.84

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- 2/2/11 added classrooms 215 & 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-J-1	Classroom (CHP)	1,080	Classroom	\$ 172.80	
SHERIFF BUILDING	Modular	S-38	38-J-2	Classroom (CHP)	540	Classroom	\$ 86.40	
SHERIFF BUILDING	Modular	S-38	38-J-3	Classroom (CHP)	540	Classroom	\$ 86.40	
SHERIFF BUILDING	Modular	S-37	37-I	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 & EVOC	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

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-42	42	Sheriff's Personnel	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	MV1204	3403	107	CHP DISPATCH	2,303	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

4/20/2010 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	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		\$ 2,270.58
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		

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	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

4/23/2010 corrected room number for CHP Classroom- 27/11 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	

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	FW 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 B, Attachment 1
Rate Sheet

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT BEN CLARK TRAINING CENTER CLASSROOM - DAILY RATES			
DESCRIPTION	SQUARE FOOTAGE	CHARGE PER DAY	CHARGE PER HALF DAY
CLASSROOM	1,440	\$ 230.40	\$ 115.20
BEN CLARK TRAINING CENTER MAT ROOM - DAILY CHARGES			
DESCRIPTION	SQUARE FOOTAGE	CHARGE PER DAY	CHARGE PER HALF DAY
MAT ROOM	3,480	\$ 348.00	\$ 174.00
BEN CLARK TRAINING CENTER FIRE RANGE - DAILY CHARGES			
DESCRIPTION	LOCATION	CHARGE PER DAY	CHARGE PER HALF DAY
FIRE RANGE	OUTSIDE FACILITY	\$ 413.76	\$ 206.88
BEN CLARK TRAINING CENTER SIMULATED FORCE OPS - DAILY CHARGES			
DESCRIPTION	LOCATION	CHARGE PER DAY	CHARGE PER HALF DAY
SIMULATED FORCE OPS	CLASSROOM	\$ 193.92	\$ 96.96
BEN CLARK TRAINING CENTER SCENARIO VILLAGE - DAILY CHARGES			
DESCRIPTION	LOCATION	CHARGE PER DAY	CHARGE PER HALF DAY
SCENARIO VILLAGE	OUTSIDE FACILITY	\$ 413.76	\$ 206.88

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. LIABILITY FOR NONCONFORMING WORK: The Contractor will 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 will 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 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 Sections 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.
4. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE): The State has determined that the DVBE participation goals for this Agreement are exempt. However, the Contractor may use DVBE's and report the participation to the State.
5. 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.
6. 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 even said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to

provide 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.