

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

914



FROM: Economic Development Agency

SUBMITTAL DATE:
December 23, 2015

SUBJECT: License Agreement, Riverside Community College District 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. Approve and Ratify the attached License Agreement between Riverside Community College District (RCCD) and County of Riverside and authorize the Chairman of the Board to execute same on behalf of the County; and
3. 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

(Commences on Page 2)

FORM APPROVED COUNTY COUNSEL

BY: GREGORY P. PRIAMOS DATE: 12/17/15

Robert Field

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
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: January 5, 2016
xc: EDA, Recorder

Kecia Harper-Ihem
Clerk of the Board
By: Kecia Harper-Ihem
Deputy

Prev. Agn. Ref.: 3.36 of 11/6/2012 | District: 1 | Agenda Number:

3-8

By: Edward A. ... Asst. Sheriff
Starley Sniff, Sheriff-Coroner
Riverside County Sheriff's Department

By: John Hawkins Fire Chief
Riverside County Fire 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: License Agreement, Riverside Community College District for use of Riverside County Ben Clark Public Safety Training Center; District 1, CEQA Exempt; [\$0]

DATE: December 23, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

On November 6, 2012 the Board of Supervisors approved a License Agreement for RCCD to use the classrooms, mat room, range, laboratory facilities, and drill grounds at the Ben Clark Training Center (BCTC) for the purpose of teaching criminal justice, fire technology, emergency medical services, and related general coursework. The license fees for usage of the BCTC facilities are based upon Board Policy H-30. The License Agreement term shall be from July 1, 2015 through June 30, 2018.

Pursuant to the California Environmental Quality Act (CEQA), the License 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), known as the common sense exemption. The License Agreement is the licensing of property involving existing facilities, and no alteration or expansion of an existing use will occur.

The License Agreement is summarized below:

- Licensee: Riverside Community College District (RCCD)
- Premises: BCTC, 16791 Davis Avenue, Riverside, CA
- Term: 3 Years, July 1, 2015 to June 30, 2018
- Rates: As per Board policy H-30, rent shall be based at a daily rate
- Rate Adjustments: Any rate increases shall take effect at the beginning of the District's next fiscal year, beginning on July 1, as per Board Policy H-30
- Option to Terminate: Either party may terminate this Agreement upon notice in writing to the other party of not less than six months prior to the effective date of termination. Whether termination is by COUNTY or RCCD, it will coincide with the end of a semester.
- Utilities: County to provide
- Custodial: County to provide
- Maintenance: County to provide
- Improvements: None
- RCIT: None

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

(Continued)

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

Economic Development Agency

FORM 11: License Agreement, Riverside Community College District for use of Riverside County Ben Clark Public Safety Training Center; District 1, CEQA Exempt; [\$0]

DATE: December 23, 2015

PAGE: 3 of 3

Impact on Citizens and Businesses

BCTC continues to provide a viable and resourceful training facility for future Fire and Sheriff's personnel for the overall safety and security of the citizens and businesses throughout the County of Riverside.

SUPPLEMENTAL:

Additional Fiscal Information

RCCD's presence at BCTC continues to provide revenue to County Fire and Sheriff's Department through Fiscal Year of June 30, 2018.

Contract History and Price Reasonableness

The License Agreement rates are based as per County Policy H-30. This License Agreement has been in place since July 1, 2008.

Attachments:

License Agreement

Notice of Exemption

Aerial Image of BCTC



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on.

1/5/16 KB
Date Initial

NOTICE OF EXEMPTION

November 13, 2015

Project Name: County of Riverside, Economic Development Agency (EDA) Revenue License Agreement with Riverside Community College District (RCCD) for use of the Ben Clark Public Safety Training Center (BCTC), Riverside

Project Number: FM047462012200

Project Location: 16791 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; APN 294110005; (See Attached Exhibit)

Description of Project: The County of Riverside (County) Board of Supervisors approved a License Agreement minute order 3.36 on November 6, 2012 for the RCCD to use BCTC classrooms, Mat Room, Range, laboratory facilities, and drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services, and related coursework. The License fees for usage of BCTC facilities are based on Board Policy H-30. The License Agreement has been in place since July 1, 2008. The License Agreement Term shall be extended through June 30, 2018. The License Agreement and use of the facilities is identified as the proposed Project under the California Environmental Quality Act (CEQA). The operation of the BCTC facility will continue to provide Public Safety Training and the proposed Project will not result in improvements or an expansion of existing use. 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

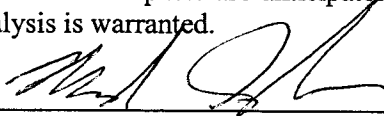
Exempt Status: State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061 and 15300 to 15301.

Reasons Why Project is Exempt: The proposed Project is categorically 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 an impact to an environmental resource of hazardous or critical concern nor would the Project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The Project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the License Agreement and use of the facilities.

JAN 05 2016 3-8

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, 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, as proposed, is limited to a License Agreement to use the existing facilities for educational services. The License Agreement would not require any expansion of public services and facilities; therefore, the Project is exempt as the Project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **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 *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the Project may have a significant effect on the environment. The proposed License Agreement and use of BCTC facilities will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be consistent with the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. 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: 11/13/15

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency



Date: November 12, 2015

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM047462012200**
Riverside Community College district Ben Clark Public Safety training Center License Agreement

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: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Riverside Community College District Lease of Ben Clark Public Safety Training Center

Accounting String: 524830-47220-7200400000- FM047462012200

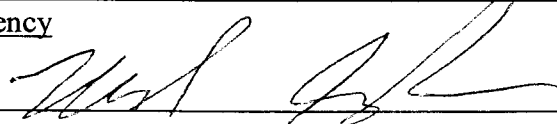
DATE: November 13, 2015

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: Mike Sullivan, Senior Environmental Planner, Economic Development Agency

Signature:  _____

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

-TO BE FILLED IN BY COUNTY CLERK-

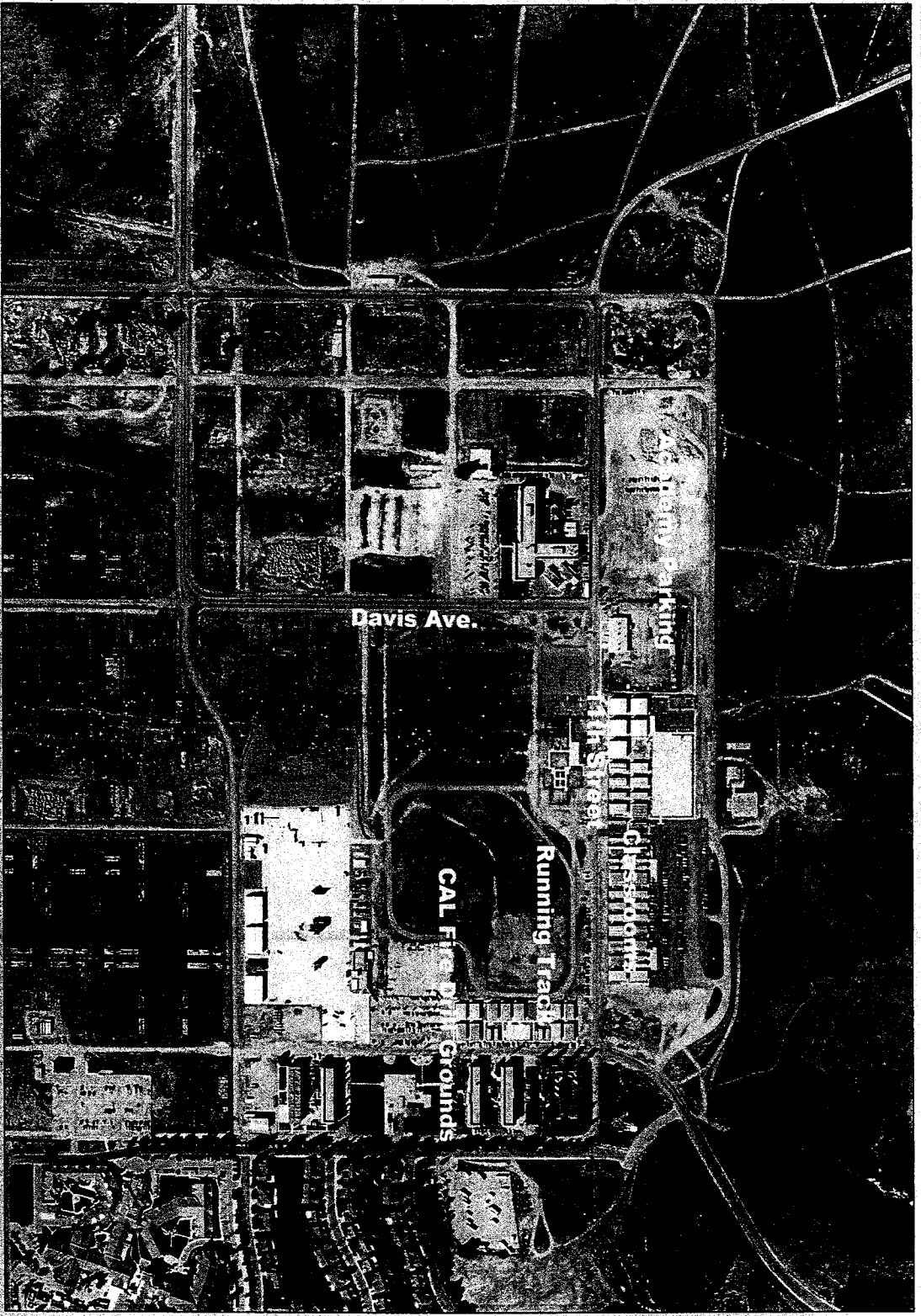
ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

License Agreement

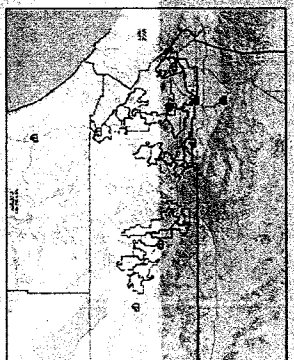
Between RCCD and BCTC



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.

REPORT PRINTED ON... 10/13/2015 4:40:42 PM

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Notes
APN 294110005

LICENSE AGREEMENT
BETWEEN
RIVERSIDE COMMUNITY COLLEGE DISTRICT
AND
COUNTY OF RIVERSIDE

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

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

ARTICLE 1. AGREEMENT

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

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

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

ARTICLE 2. TERM OF CONTRACT

Section 2.01. This agreement shall be for three years, commencing July 1, 2015, and terminating June 30, 2018, unless terminated by either party in the manner set forth herein.

Section 2.02. In the event the parties intend to renew this agreement at the end of the term for a one year period, and the parties have not yet finalized a renewal agreement, the terms and conditions of this agreement will continue in full force and effect, on a month-to-month basis, until a new agreement can be completed, approved and signed by the parties. If RCCD should incur an increased cost from the current rate of the expired agreement, then RCCD shall pay

retroactively the differential cost between the current rate of the expired agreement and the increased rate of the renewed agreement. If the RCCD rate in the expired agreement is more than the current rate, RCCD shall be credited with the differential cost.

ARTICLE 3. PAYMENT BASIS

Section 3.01. RCCD agrees to compensate COUNTY at rates established and adopted by the County Board of Supervisors, (County Board Policy H-30). Said rates are based on total square footage of all space utilized by RCCD, on an hourly, a half or whole day's usage. RCCD will not be charged when using a conference room for the purpose of conducting college approved meetings. Classrooms will be charged on a quarter, half or whole day's usage. The exception to a square footage charge would be the use of the range, which is a flat rate per half or whole day usage. RCCD shall be notified by COUNTY of any proposed change in rates to be charged prior to COUNTY's submittal to the Board of Supervisors for adoption, and RCCD shall be given an opportunity to review and approve the proposed change with COUNTY personnel. Any rate changes shall take effect at the beginning of RCCD's next fiscal year, beginning July 1. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit B.

Section 3.02. In consideration for the equipment provided by RCCD in the Fire gym and EMS scenario room, RCCD will not be charged for the use the Fire gym or EMS scenario room.

Section 3.03. When calculating room fees, if RCCD requests a small classroom at the time of initial reservation, but one is not available, RCCD shall be charged the room rate of the smaller classroom. When classes co-sponsored with COUNTY use break-out rooms, RCCD will be charged the room rate of the smaller classroom.

ARTICLE 4. IMPROVEMENTS

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

Section 4.02. Any improvements or alterations which are made, or fixtures installed, or caused to be made and installed by RCCD shall become the property of COUNTY, with the exception

of trade fixtures as that term is defined by Section 1019 of the Civil Code. At or prior to expiration of this Agreement, RCCD shall restore the premises to original condition, as nearly as practicable.

Section 4.03. If such trade fixtures are not removed by RCCD, COUNTY may, at its election either: 1) remove and store them, restoring the premises to its original condition and within thirty (30) days of removal and storage, seek reimbursement of any costs associated therewith; or 2) take and hold such fixtures as its sole property.

ARTICLE 5. SIGNAGE

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

ARTICLE 6. FURNITURE/EQUIPMENT

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

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

ARTICLE 7. INGRESS/EGRESS

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

ARTICLE 8. CUSTODIAL/MAINTENANCE

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

ARTICLE 9. UTILITIES

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

ARTICLE 10. INSPECTION OF PREMISES

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

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

ARTICLE 11. QUIET ENJOYMENT

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

ARTICLE 12. TERMINATION

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

- a. Files for voluntary or involuntary bankruptcy;
- b. Makes a general assignment or RCCD's interest hereunder is assigned involuntary or by operation of law, for the benefit or creditors;
- c. Abandons the premises; or
- d. Refuses to meet any of its obligations hereunder or as otherwise provided by law.

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

ARTICLE 13. INSURANCE

Without limiting or diminishing the Licensee obligation to indemnify or hold the COUNTY harmless, Licensee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Section 13.01. Workers Compensation: RCCD's employees as defined by the State of California, RCCD shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside.

Section 13.02. Commercial General Liability: RCCD shall procure and maintain commercial general liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of RCCD's performance of its obligations hereunder. Policy shall name the COUNTY as Additional insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Section 13.03. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this License Agreement, RCCD shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional insured.

Section 13.04. General Insurance Provisions – All Lines:

Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: V111 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk

Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) RCCD must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this License Agreement. Upon notification of self-insured retention unacceptable to the County, and at the election of the County's Risk Manager. RCCD's carriers shall either: 1) reduce or eliminate such self-insured retention as respect this License Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration and defense costs and expenses.

3) RCCD shall cause RCCD's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification cancellation, expiration, or reduction in coverage this License Agreement shall terminate forthwith, unless the County of Riverside receives prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect.

4) It is understood and agreed to by the parties hereto that RCCD's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If during the term of this License Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of the License Agreement, including any

extensions thereof, exceeds five (5) years; the County reserves the right to adjust the types of insurance and the monetary limits of liability required under this License Agreement, if in the County Risk Manager's reasonable judgment, the amount of type of insurance carried by

6) RCCD shall pass down the insurance obligations contained herein to all tiers of RCCD's working under this License Agreement.

7) The insurance requirements contained in this License Agreement may be met with a program(s) of self-insurance acceptable to the County.

8) RCCD agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this License Agreement.

ARTICLE 14. /HOLD HARMLESS INDEMNIFICATION LANGUAGE

Section 14.01. RCCD shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of Licensee, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the License Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of Licensee, its officers, employees, subcontractors, agents or representatives Indemnitees from this License Agreement. RCCD shall defend, at its sole expense all costs and fees including, but not limited, to attorney fees, costs of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. The Parties, their officers, agents, and employees, shall not be deemed to have any liability for the negligence, or any other willful act or omission of the other party or any of the other party's officers or employees, or for any dangerous or defective condition of any work or property of the other party;

Section 14.02. With respect to any action or claim subject to indemnification herein by Licensee, Licensee shall at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no

manner whatsoever limits or circumscribes Licensee's indemnification to Indemnitees as set forth herein.

Section 14.03. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Licensee from indemnifying the Indemnitees to the fullest extent allowed by law.

Section 14.04. RCCD, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

ARTICLE 15. LIMITATIONS

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

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

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

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

ARTICLE 16. NOTICES

Section 16.01. Any notices to be given herein by either party to the other may be effected by either personal delivery in writing or mail, registered or certified, postage prepaid with return receipt requested. Each party may change the address below by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of the time of actual receipt; mailed notices will be deemed communicated as of three days after mailing.

Notices may be mailed as follows:

Riverside County Fire Department
John Hawkins, Fire Chief
210 W. San Jacinto
Perris, CA 92570

Moreno Valley College
Sandra Mayo, President
16130 Lasselle Street
Moreno Valley, CA 92551

Riverside County Sheriff's Department
Stanley Sniff, Sheriff-Coroner
P.O. Box 512
Riverside, CA 92502

Section 16.02 Or to such other addresses from time to time shall be designated by the respective parties. An information copy of any notice to COUNTY shall also be sent to:

County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501
Attn: Deputy Director of Real Estate

ARTICLE 17. CONFORMITY WITH LAW AND SAFETY

Section 17.01. RCCD shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the subject matter hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations.

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

Section 17.03. RCCD 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 RCCD's risk manager for purposes of insurance coverage.
3. A detailed description of the accident and whether any of COUNTY's equipment tools, material or staff involved.

ARTICLE 18. DRUG-FREE WORKPLACE

Section 18.01. RCCD and its employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. RCCD'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 RCCD is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any COUNTY facility or work site RCCD, with five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.

ARTICLE 19. NON-DISCRIMINATION

Section 19. The parties shall not discriminate against any person in the provision of services, or employment of persons on the basis of ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law. The parties understand that harassment of any student or employees of the respective parties with regard to ethnic group identification, national origin, religion, age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability, pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the California Penal Code, or any other status protected by law is strictly prohibited.

The parties are responsible for making sure that their respective contractors and sub-contractors adhere to the above.

ARTICLE 20, PARTIAL INVALIDITY

Section 20.01. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway.

ARTICLE 21. ALTERATION OF TERMS

Section 21.01. No addition to, or alteration of the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement, which is formally approved and executed by both parties.

ARTICLE 22, GOVERNING LAW

Section 22.01. This Agreement will be governed by and construed in accordance with the laws of the State of California and the venue of any action or proceeding in connection herewith shall be the County of Riverside, State of California.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ARTICLE 23. ENTIRE AGREEMENT

Section 23.01. This Agreement is intended by the parties hereto as a final expression of their understanding, with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.


Section 23.02. The duly authorized representatives of the parties have signed in confirmation of this Agreement as of the dates indicated below.

LICENSEE


RIVERSIDE COMMUNITY COLLEGE

COUNTY OF RIVERSIDE

DISTRICT:

By: 
Aaron Brown, Vice Chancellor
Administration and Finance

By: 
John J. Benoit, Chairman
Board of Supervisors

By:  2/3/16
Sandra Mayo, President
Moreno Valley College

By: _____

ATTEST:

KECIA HARPER-IHEM, Clerk

By: 
DEPUTY

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel


By: 
R. Todd Froun
Deputy County Counsel

EXHIBIT A

**Schedule of Fees
For Ben Clark
Training Center
FY08/09**

Fee Type	Rate	Usage
Office	\$ 2.13	Per Square Foot Per Month
Classroom	\$ 0.16	Per Square Foot Per Day
	\$ 0.08	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Conference Room	\$ 0.02	Per Square Foot Per Hour (Minimum use 1 hour)
Mat Room:	\$ 0.10	Per Square Foot Per Day
	\$ 0.05	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Lodging	\$ 34.00	Per Night Per Guest
Range	\$ 413.76	Per Day Per Bay
	\$ 206.88	Per Half Day Per Bay (Minimum use 4 hours = Half Day)
Weapon & Ammunition Storage	\$ 0.32	Per Square Foot Per Day
Vehicle & Equipment Storage	\$ 0.04	Per Square Foot Per Day
Drill Grounds	\$ 0.0060	Per Square Foot Per Day
	\$ 0.0030	Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)



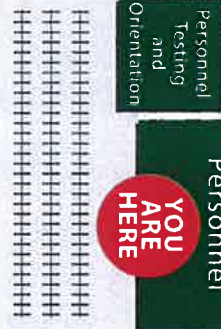
Map not to scale

Barton Rd.

STOP Larry Parrish Pkwy. STOP

Ferguson Ave.

Davis Ave.



YOU ARE HERE

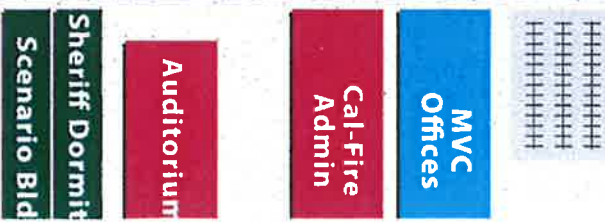


11th St.



Bundy Ave.

STOP



BEN CLARK PUBLIC SAFETY TRAINING CENTER

Nandina Ave.

RSO - Riverside County Sheriff's Department

CHP - California Highway

MVC - Moreno Valley College

EMS - Emergency Medical

CAL-Fire - Riverside County Fire Department

California Department of Forestry and Fire Protection

Scenario Bldg

Sheriff's Dormitory

Auditorium

Cal-Fire Admin

MVC Offices

Fire/EMS Modular Classrooms

Running Track

Cal-Fire Drill Grounds

Academy Grinder

Student Parking

Academy Parking

Gas House

Ben Clark Admin Bldg. RSO-CHP-MVC Sheriff's Personnel

Scenario Range Village

Equestrian Center

Dirt R

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
BEN CLARK PUBLIC SAFETY TRAINING CENTER FACILITY USE	H-30	1 of 1

PURPOSE

This policy provides guidelines for the use of the Ben Clark Public Safety Training Center.

FACILITY DESCRIPTION

The Ben Clark Public Safety Training Center is located in Riverside County and jointly operated by the Riverside County Sheriff's and Riverside County Fire Departments. The center offers a variety of training facilities and venues for public safety personnel.

CONDITIONS OF USE

1. Use of the facility is on a space available basis. The Riverside County Sheriff and Fire departments have priority usage.
2. Use of the facility is restricted and available only to agencies that provide a nexus to local and state public safety training. Any request for use outside public safety training operations must be addressed to Riverside County Facilities Management.
3. Reservations for facility use can be made by contacting either the Riverside County Sheriff or Riverside County Fire at the Ben Clark Public Safety Training Center.
4. Non-county entities will be required to complete an "Agreement for Use of the Ben Clark Public Safety Training Center" at least two weeks prior to the requested use date. The user agrees to pay the County the facility use fees approved by the Board of Supervisors. The Board reserves the right to periodically revise these rates.
5. Displays of art and the distribution of information or other media must be reviewed and approved in advance by either the Riverside County Sheriff or Fire Department Ben Clark Public Safety Training Center commander.
6. All buildings at the training center are non-smoking. Smoking on the grounds is only permitted in identified designated areas.

Reference:

Minute Order 3.13 of 05/05/09

EXHIBIT "B"