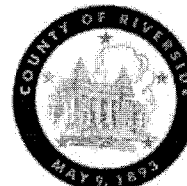


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.9
(ID # 8027)

MEETING DATE:

Tuesday, February 5, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): A Resolution of the Board of Supervisors of the County of Riverside Ratifying and Approving the State of California Standard Agreement (17-463) Between the Department of Motor Vehicles and the County of Riverside for a License Agreement for Continued use of the Ben Clark Public Safety Training Center (BCTC) Through June 30, 2021; District 1, CEQA Exempt, Revenue [\$25K] (Clerk of the Board to File the Notice of Exemption)

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 and 15061 (b) (3);
2. Adopt Resolution No. 2019-027, ratifying and approving the State of California Standard Agreement (17-463) between Department of Motor Vehicles and County of Riverside for use of BCTC;
3. Authorize the Chairman of the Board to execute the State of California Standard Agreement (17-463) between Department of Motor Vehicles and County of Riverside for use of BCTC;

Continued on page 2

ACTION: Policy

Robert Field, Assistant County Executive Officer/ECD 10/31/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 5, 2019
xc: EDA, Recorder

Kecja Harper
Clerk of the Board
By:
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

4. Authorize the Assistant County Executive Officer, or designee, to execute the attached Darfur Certification and Certification Clauses on behalf of the County; and
5. Direct Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval of the project.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: 2018/19 - 2020/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Motor Vehicles (DMV) will utilize the Ben Clark Public Safety Training Center (BCTC) for the term indicated below for their Peace Officer Standards and Training (POST) course certifications. DMV agrees to compensate the County at rates established and adopted by the County of Riverside Board of Supervisors (County Board Policy H-30). Said rates are based on total square footage of all space utilized by DMV, on an hourly, a half or whole day's usage.

In addition, as per the State of California Standard Agreement Number 17-463, attached hereto, the maximum amount of the agreement to reimburse the County is \$24,382.50.

Pursuant to the California Environmental Quality Act (CEQA), the Lease was reviewed and determined to be categorically exempt from CEQA under CEQA Guidelines 15301 and 15061 (b) (3), Class 1 – Existing Facilities. The proposed project, the License, is for use of existing facilities and no expansion of the existing use will occur.

The contract terms are as follows:

Lessee: Department of Motor Vehicles
Dyan Rose-Clemons, Contracts Manager
2415 First Avenue, MS E112
Sacramento, CA 95818-2606

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

Premises Location: BCTC
16791 Davis Avenue
Riverside, CA 92518

Size: Mat room and range facilities

Term: July 1, 2018 through June 30, 2021

Rent: \$24,382.50, per term of State of California Standard Agreement

Rental Adjustments: None

Utilities: County

Custodial: County

Maintenance: County

Improvements: None

RCIT Costs: None

Impact on Citizens and Businesses

This training received at the Ben Clark Public Safety Training Center translates into enhanced performance and smoother operations at all levels during actual emergencies for the DMV.

SUPPLEMENTAL:

Additional Fiscal Information

Revenue of \$25k will be received from the Department of Motor Vehicles. All associated costs for the State of California Standard Agreement (17-463) will be fully reimbursed by BCTC through state funds by the Department of Motor Vehicles. There is no budget adjustment associated with this transaction.

The attached State of California Standard Agreement (17-463) and Resolution has been reviewed and approved by County Counsel as to legal form.

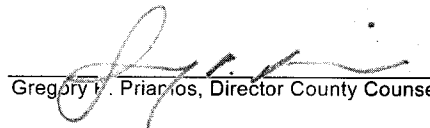
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Attachments:

- State of California Standard Agreement (17-463)
- Resolution Number 2019-027
- Notice of Exemption
- Darfur Certification
- Contractor Certification
- Certificate of Insurance

RF:HM:VY:SG:CC:mc 001SH 20.011 13903
MinuteTrak: 8027


Kereni Leanna, Principal Management Analyst 1/28/2019


Gregory L. Priamos, Director County Counsel 1/24/2019

1 Board of Supervisors

County of Riverside

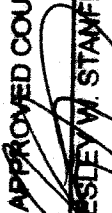
2
3 RESOLUTION NO. 2019-027

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
5 RIVERSIDE RATIFYING AND APPROVING THE STATE OF CALIFORNIA STANDARD
6 AGREEMENT (17-463) BETWEEN THE DEPARTMENT OF MOTOR VEHICLES AND THE
7 COUNTY OF RIVERSIDE FOR A LICENSE AGREEMENT FOR CONTINUED USE OF THE
8 BEN CLARK PUBLIC SAFETY TRAINING CENTER THROUGH JUNE 30, 2021.

9 WHEREAS, the Department of Motor Vehicles ("DMV") and the County of Riverside
10 ("County") desire to enter into a license agreement for use of the Ben Clark Training Center
11 ("BCTC") by the DMV for use of the mat room and range facilities for their Peace Officer
12 Standards and Training courses; and

13 WHEREAS, the County has reviewed and determined that the State of California
14 Standard Agreement, Agreement No. 17-463, between the DMV and the County is categorically
15 exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA
16 Guidelines Section 15301 and 15061 (b) (3) because the proposed project is the continuation of
17 use of existing facilities with no expansion of use beyond that currently existing and will have no
18 significant impact on the environment.

19 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
20 Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on
21 FEB 05 2019 at 9:00 a.m. or soon thereafter, in the meeting room of the Board of
22 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
23 Riverside, California, that this Board hereby finds that the environmental impacts of the project
24 have been sufficiently assessed and have determined that the activity in question will not have a
25 significant effect on the environment; the proposed action qualifies for exemption under State
26 CEQA Guidelines Section 15301 and 15061 (b) (3) because the proposed license agreement is
27 for the use of existing facilities which include no expansion of use of the existing facilities and
28 will have no significant impact on the environment.

FORM APPROVED COUNTY COUNSEL
BY:  WESLEY W. STANFIELD
DATE: 1/03/2019

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
2 ratify and approve the State Standard Agreement, Agreement No. 17-463 between DMV and
3 County, for the use of the BCTC's mat room and range facilities and authorize the Chairman of
4 the Board to execute the same on behalf of the County of Riverside.

5 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman
6 of the Board is authorized to execute the State of California Standard Agreement (17-463)
7 between Department of Motor Vehicles and County of Riverside for use of BCTC.

8 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Assistant
9 County Executive Officer, or designee, is authorized to execute Darfur Certification and
10 Contractor Certification Clauses on behalf of the County.

11 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of
12 the Board is directed to file the notice of Exemption with the County Clerk within (5) days of
13 approval by the Board.

14
15 ROLL CALL:

16 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
17 Nays: None
18 Absent: None

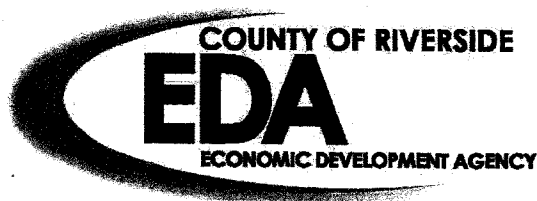
19 The foregoing is certified to be a true copy of a resolution duly
20 adopted by said Board of Supervisors on the date therein set forth.

21
22
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27
28
Kecia R. Harper, Clerk of said Board

By

Deputy

CC:jb/010219/001SH/20.258



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

2/6/19
Date

W
Initial

NOTICE OF EXEMPTION

January 23, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Ben Clark Training Center License Agreement-Department of Motor Vehicles, Riverside, County of Riverside

Project Number: FM047462012300

Project Location: 13971 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; Assessor's Parcel Number (APN) 294-110-005; (See Attached Exhibit)

Description of Project: The County of Riverside Economic Development Agency (EDA) proposes to enter into a new three-year license agreement between the County of Riverside (County) and the Department of Motor Vehicles. The County has existing facilities at BCTC, which include classrooms, a mat room, and range facilities. The Department of Motor Vehicles is seeking use of the facilities at BCTC. The terms of the license agreement would allow for the Department of Motor Vehicles to use the mat room and range facilities for certifications related to the Department's certifications for a three-year period. The license for the use of the facilities at BCTC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the use of existing training space. No expansion of facilities at BCTC would occur as a result of the license agreement. The operation of the facility will continue to provide public safety training services and 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, Department of Motor Vehicles

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 does the project have unusual circumstances that could possibly have a significant effect on the environment. 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 for the continued use and operation of the public safety training facilities at BCTC.

FEB 05 2019 3.9

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6686

www.eda-riverside.org

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Graffiti Abatement

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Redevelopment Agency
Workforce Development

- **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 for the use of existing facilities at BCTC. The use of the facilities by the Department of Motor Vehicles would not increase the capacity of the site, would be consistent with the current land use, and 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 is a contractual transaction consisting of a three-year term that is limited to the continued use of existing facilities. The indirect effects would be limited to existing maintenance and use of the existing facilities at BCTC. The license agreement will not result in any direct or indirect physical environmental impacts. The use and operation of the public safety training facilities will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the minor maintenance and continued use of the facilities 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: _____

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

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Ben Clark Training Center License Agreement-Department of Motor Vehicles, Riverside

Accounting String: 524830-47220-7200400000 - FM047462012300

DATE: January 23, 2019


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, Senior Real Property Agent, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: _____

DATE: _____

RECEIPT # (S) _____



Date: January 23, 2019

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 # FM047462012300**
Ben Clark Training Center License Agreement-Department of Motor Vehicles, Riverside, California

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 or email at msullivan@rivco.org.

Attachment

cc: file

Ben Clark Training Center

APN: 294-110-005



- Legend**
- County Centerlines
 - Blue-line Streams
 - City Areas

Notes

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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REPORT PRINTED ON... 11/5/2018 9:12:29 AM

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A Public Service Agency

ATTACHMENT 8 - DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a bidder, vendor or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

The Department of Motor Vehicles (DMV) will regard this certificate as valid for three years from the date of certification or until the Department learns that the bidder, vendor or proposer has business or business operations outside the United States or becomes a scrutinized company for all agreements or transactions entered into between the bidder, vendor or proposer and the DMV without requiring a new and individual certificate for each agreement or transaction.

To be eligible to submit or supply a bid or proposal for goods and services, please initial one of the following choices and fill in the appropriate box with the required information:

1. _____
INITIALS We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States. We, the bidder, vendor or proposer, will notify the department if and when we do business outside the United States.

OR

2. _____
INITIALS We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code Section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Complete this section if selecting # 1 or # 2


COMPANY/VENDOR NAME (PRINTED)

FEDERAL ID NUMBER

PRINTED NAME AND TITLE OF PERSON INITIALING (FOR OPTIONS 1 OR 2)

DATE

OR

3. 
INITIALS We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476. We, the vendor, bidder or proposer, will notify the department if and when we become a scrutinized company.

Complete this section if selecting #3.

CERTIFICATION FOR # 3

I, the official named below, certify (or declare) under penalty of perjury that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in #3. This certification is made under the laws of the State of California.

PROPOSER / BIDDER FIRM NAME (PRINTED)

Riverside County

FEDERAL ID NUMBER

95-6000930

BY (AUTHORIZED SIGNATURE)

PRINTED NAME AND TITLE OF PERSON SIGNING

Robert Field, Assistant County Executive Officer/ECD

DATE EXECUTED

Jan 7, 2019

EXECUTED IN THE COUNTY AND STATE OF


Riverside, CA

NOTE: A submitted bid or proposal for Contracts or Procurement will be disqualified unless it includes this form with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside County		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Robert Field, Assistant County Executive Officer/ECD		
<i>Date Executed</i> Jan 7, 2019	<i>Executed in the County of</i> Riverside	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



RIVCO HR

risk management

BRENDA DIEDERICHS,
Asst. County Executive Officer/
Human Resources Director

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

THIS IS TO CERTIFY THAT THE SELF-INSURED COVERAGE LISTED BELOW IS CURRENTLY IN EFFECT FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THIS CERTIFICATE DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH CERTIFICATE.

COVERAGE PROVIDED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE EXCESS POLICY.

Type of Coverage		Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/>	Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2018 to 07/01/2019	\$1,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input type="checkbox"/>	Workers' Compensation & Employers' Liability	Permissibly Self-Insured	07/01/2018 to 07/01/2019	
<input type="checkbox"/>	Medical Malpractice (Professional Liability)	Self-Insured	10/01/2018 to 10/01/2019	

The County of Riverside certifies that the above self-insured program is in effect as respect to: Per Exhibit E of DMV's Contract 17-463

Certificate Holder	Cancellation
Department of Motor Vehicles Attn: Valeri Roybal 2415 First Avenue, MS E112 Sacramento, CA 95818-2606	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

This certificate is not valid unless signed by an authorized representative of the County of Riverside, Risk Management Division

Date: January 9, 2019


Jeffrey L. Hunter

cc: Cindy Campos, Senior Real Property Agent @ EDA – Real Estate

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD. 213 (10/2018)

AGREEMENT NUMBER
17-463

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY'S NAME

Department of Motor Vehicles

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CONTRACTOR NAME

County of Riverside

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

2. The term of this Agreement is:

START DATE **7/1/2018 or upon contract approval, whichever occurs later,**

THROUGH END DATE **through 6/30/2021**

3. The maximum amount of this Agreement is: **\$24,382.50**

Twenty Four Thousand, Three Hundred Eighty Two Dollars and Fifty 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:

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions	GTC 04/2017
Exhibit D	Special Terms and Conditions	3
Exhibit E	Additional Provisions	3
Exhibit F	License Agreement	4
Exhibit G	General Safety Policy	14
Exhibit H	Board of Supervisors Policy	1
Appendix A	US DOT Non-Discrimination Assurances	1
Appendix E	US DOT Non-Discrimination Assurances	1

ATTEST:

KECIA R. HARPER, 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 www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

16791 Davis Avenue

CITY

Riverside

STATE

CA

ZIP

92518

PRINTED NAME OF PERSON SIGNING

Kevin Jeffries

TITLE **Chairman, Board of Supervisors**

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

2/5/19

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Motor Vehicles

CONTRACTING AGENCY ADDRESS

2415 First Ave, MS E112

CITY

Sacramento

STATE

CA

ZIP

95818

PRINTED NAME OF PERSON SIGNING

Dyan Rose-Clemons

TITLE

Contracts Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

VR

FEB 05 2019 39

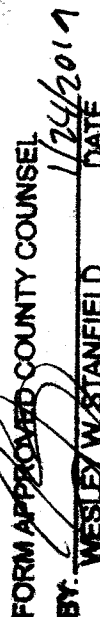
FORM APPROVED COUNTY COUNSEL
BY:  DATE **1/24/2019**

EXHIBIT A

SCOPE OF WORK

1. **County of Riverside**, hereinafter referred to as the Contractor, agrees to provide the Department of Motor Vehicles (DMV) the use of the Riverside County Ben Clark Public Safety Training Center outdoor firing range facility and Mat Room for the term of this Agreement.
2. The Contractor's facilities are located at: 16791 Davis Avenue, Suite 201, Riverside, CA 92518
3. **Commencement of Work**
 - A. The Contractor shall commence work under this Agreement on the specified start date provided by the DMV Project Manager following the execution of this Agreement by the State. The DMV Project Manager shall provide the Contractor with written notification of the start date prior to the Contractor commencing work under this Agreement.
4. Use of the facilities shall be scheduled in advance by mutual agreement by both parties. For purposes of low-light shooting training sessions, use of the facilities shall be allowed outside of the Contractor's normal operating hours, and a Sheriff's Deputy or Corporal shall be present during the training sessions.
5. The Project Managers during the term of this Agreement shall be:

Department of Motor Vehicles

Name: **Simona Martinez**
Phone: (916) 657-9136
Fax: (916) 657-5736
Email: Simona.Martinez@dmv.ca.gov

County of Riverside

Name: **Capt. Matthew Aveling**
Phone: (951) 486-2805
Fax: (951) 486-2992
Email: MAveling@riversidesheriff.org

6. The Contract Administrators during the term of this Agreement shall be:

Department of Motor Vehicles

Name: **Valerie Roybal**
Address: 2415 First Avenue, MS E112
Sacramento, CA 95818
Phone: (916) 657-9807
Fax: (916) 657-5936
Email: Valerie.Roybal@dmv.ca.gov

County of Riverside

Name: **Capt. Matthew Aveling**
Address: 16791 Davis Avenue
Riverside, CA 92518
Phone: (951) 486-2805
Fax: (951) 486-2992
Email: MAveling@riversidesheriff.org

7. Detailed description of work to be performed and duties of all parties:

A. **General**

- (1). The DMV shall supply a qualified Range Master during shoots and training sessions.
- (2). Subject to the terms and conditions in Exhibit G, the DMV Range Master shall be in complete charge and control of all DMV training activities at the Contractor's weapons firing range facility. The DMV understands that the primary purpose of the Contractor's weapons firing range facility is for the training and operational needs of the Contractor's

public safety personnel. The Contractor shall have the authority and discretion to issue directions to the DMV regarding the use of the Contractor's weapons firing range facility, including designating the dates and times for the use of the weapons firing range facility, and rescheduling, relocating, and/or cancelling certain dates and times of scheduled use by the DMV upon providing five (5) days' written notice to the DMV.

- (3). The DMV shall supply and bear the cost of all ammunition and targets to complete training/qualifications shoots. Eye and ear protection shall also be provided by the DMV.
- (4). The DMV shall limit the use of the Contractor's weapons firing range facility to those individuals permanently assigned to the DMV Investigations Division who have peace officer status.
- (5). The Contractor's firing range shall allow for rifle, shotgun, and handgun qualifications.
- (6). While the DMV is conducting training, use of the DMV's assigned range bay/lanes shall not be shared with other parties.
- (7). The Contractor's firing range shall have restrooms available for the DMV participants.
- (8). The DMV and the Contractor agree to abide by the terms and conditions set forth in the "License Agreement for Use of the Riverside County Ben Clark Public Safety Training Center" within this Exhibit.
- (9). All DMV participants shall conduct themselves in accordance with the Contractor's General Range Policies located on page 4 of 14 of Exhibit G, which is made a part of this Agreement.

The remainder of this page is intentionally left blank.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoice and Payment

- A. For use of facilities rendered as required under this Agreement, and upon receipt and approval of the invoice(s), the DMV agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the tables below, all taxes included, in arrears.

ITEM #	DESCRIPTION	CHARGE PER FULL DAY	CHARGE PER HALF DAY
A1	Firing Range	\$413.76	\$206.88
A2	Mat Room	348.00	\$174.00

The DMV agrees to compensate the Contractor the Extra Duty rates (a minimum of four [4] hours) specified in the table below for the use of a Deputy Sheriff or Sheriff Corporal (whichever is available on the day of training) for training that extends past 5:00 p.m.

ITEM #	DESCRIPTION	HOURLY RATE
B1	Deputy Sheriff – After Hours	\$82.37
B2	Sheriff Corporal – After Hours	\$87.71

- B. Invoice(s) shall be submitted in triplicate and should include all of the following:

- (1). Contractor's name as indicated within this Agreement, address, telephone number, fax number, and email address.
- (2). Name, address, and telephone number of the DMV representative or office indicated within this Agreement to whom the invoice is being mailed or delivered.
- (3). Date the invoice was prepared.
- (4). Period of time covered by the invoice.
- (5). This Agreement number.
- (6). Office name and address where services were provided.
- (7). Brief description of the type of services for which the DMV is being billed.
- (8). Total number of days in the billing period that the Contractor was required to provide use of the facilities.
- (9). Dates within the billing period that the Contractor failed to render required use of facilities.
- (10). Total amount invoiced (include calculations showing how the total amount invoiced was determined by including any pro-rata reduction amounts if applicable).

The remainder of this page is intentionally left blank.

- C. The Contractor's invoice(s) shall be mailed or e-mailed to:

Department of Motor Vehicles
Attn: Simona Martinez
2120 Broadway, MS N223
Sacramento, CA 95818
Simona.Martinez@dmv.ca.gov

Note: Delivery of an invoice shall be deemed completed when a copy of the invoice has been mailed to the address shown above by deposit with the United States Postal Service in a sealed envelope addressed as shown above with postage fully prepaid, or when a copy of the invoice has been personally delivered to the address shown above.

2. **Budget Contingency Clause**

- A. The parties mutually agree that if the Budget Act of the current year or any subsequent year 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 furnish any other consideration under this Agreement, and the Contractor shall not be obligated to perform further services under this Agreement.
- B. 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**

- A. Payment shall be made in accordance with and within the time specified in the California Prompt Payment Act (Government Code Chapter 4.5, commencing with Section 927).

4. **Withholding Amounts Owed From Amounts Due**

- A. In addition to any other remedy available under this Agreement or applicable law, the DMV may dispute an invoice or invoices submitted by the Contractor and withhold amounts owed by the Contractor to the DMV under this Agreement, including but not limited to amounts owed for breach, amounts owed as liquidated damages, and amounts owed due to overpayments from amounts claimed by the Contractor on invoices submitted to the DMV and otherwise owed by the DMV to the Contractor under this Agreement.

The remainder of this page is intentionally left blank.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Force Majeure**

- A. The Contractor shall not be liable for damages caused solely by any act of war, hostilities, civil war, insurrection, or by an unanticipated grave natural disaster or other act of God of an exceptional, inevitable, and irresistible character which could not have been prevented or avoided by the exercise of due care or foresight. When a delay occurs due to any of these unforeseeable causes beyond the control and without the fault or negligence of the Contractor, the time or times of completion of this Agreement may be extended for a period justified by the effect of such delay on the completion of the work.

2. **Termination**

- A. The DMV may terminate this Agreement for any of the following reasons:

- (1). The Contractor breaches this Agreement by failing to commence work on the specified or agreed upon start date, and the Contractor's failure to commence work on the specified or agreed upon start date is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (2). The Contractor breaches this Agreement by failing to perform required work at the time(s) specified or agreed upon, and the Contractor's failure to perform required work at the time(s) specified or agreed upon is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (3). The Contractor breaches this Agreement by failing to perform required work in the manner required by this Agreement, and the Contractor's failure to perform required work in the manner required by this Agreement is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (4). The Contractor breaches this Agreement by failing to complete required work within the time period specified or agreed upon, and the Contractor's failure to complete the required work within the time period specified or agreed upon is not a result of the conditions listed in the "Force Majeure" clause within this Exhibit.
- (5). When termination is in the best interest of the DMV.

- B. In the event that the DMV terminates this Agreement as a result of the Contractor's breach of this Agreement, the DMV may proceed with the work in any manner deemed proper by the DMV. All costs and damages to the DMV as a result of the Contractor's breach of this Agreement may be deducted from any amount owed to the Contractor by the DMV. These costs and damages are in addition to the pro-rata reduction in the amount owed to the Contractor under this Agreement as a result of the Contractor's failure to perform required work. The balance, if any, shall be paid to the Contractor upon demand. The DMV may recover costs and damages from the Contractor that include, but are not limited to, the following:

- (1). The additional cost of obtaining required work from an alternate source less the amount the DMV would have paid the Contractor to perform the required work.
- (2). Damages incurred as a result of going without required work in the event that the required work cannot be obtained from an alternate source due to time constraints.
- (3). Damages incurred as a result of delays in completing work.

- C. In the event that the DMV terminates this Agreement in the best interest of the DMV, such termination is subject to ten (10) calendar days' written notice to the Contractor.
- D. Termination of this Agreement shall be effected by delivery of a notice of termination to the Contractor specifying whether termination is for breach of this Agreement by the Contractor or for the best interest of the DMV. The notice of termination shall specify the extent to which performance of work under this Agreement is terminated and the date upon which such termination becomes effective. Unless otherwise directed by the DMV Project Manager, the Contractor shall perform the following as directed by the DMV Project Manager after receipt of the notice of termination:
- (1). Stop work under this Agreement on the date and to the extent specified in the notice of termination.

OR

- (2). Complete the work in process as directed by the DMV Project Manager.

3. Liquidated Damages

- A. The parties agree that it will be impractical and extremely difficult to ascertain and determine the actual damages sustained by the DMV in the event that the DMV is required to re-bid the work, go without the required work, or experience delays in receiving completed work. Therefore:
- (1). In the event that the DMV terminates this Agreement due to Contractor breach, the DMV shall be entitled to \$500.00 as liquidated damages to cover the administrative costs for rebidding the work.
- B. In addition to any other remedy available under this Agreement or applicable law, the DMV may recover amounts owed to the DMV by the Contractor as liquidated damages from amounts otherwise owing by DMV to the Contractor by disputing one or more Contractor's invoices and withholding payment. In the event that the Contractor incurs any outstanding liquidated damages assessments with the DMV under this Agreement or any other agreement between the DMV and the Contractor, the Contractor may not be awarded any future DMV contracts until the outstanding assessments have been paid to the DMV.

4. Contractor Name Change and Assignment

A. Name Change

- (1). An amendment to this Agreement is required to change the Contractor's name as specified in this Agreement. Upon receipt of legal documentation of a name change, the DMV shall process a formal written amendment to this Agreement to change the Contractor's name. Invoices for work/services performed prior to execution of a written amendment to this Agreement for a name change must be submitted under the Contractor's name as currently specified in this Agreement in order to be paid.

B. Assignment

- (1). This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the DMV in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g. certified filing from the California Secretary of State, sales agreement signed by both parties, Notice of Assignment signed by both parties), the DMV may process a formal written amendment to assign this Agreement. The Contractor must continue to provide all work/services required under this Agreement prior to execution of a written

amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Contractor's name as currently specified in this Agreement in order to be paid.

5. Availability of Funds

- A. This Agreement is subject to any restrictions, limitations, or conditions enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.

6. Jurisdiction and Venue

- A. Any civil action that arises out of or relates to this Agreement shall be brought in a court of competent jurisdiction of the State of California.

7. Dispute

- A. Any dispute of fact arising under the terms of this Agreement, which is not resolved within a reasonable period of time as defined by the DMV Project Manager, shall be brought to the attention of the Chief Executive Officer (or designative representative) of each organization for joint resolution. If an agreement cannot be reached through the application of high-level management attention, either party may assert its rights and remedies under this Agreement. Notwithstanding this paragraph, the DMV may dispute invoices for purposes of the California Prompt Payment Act (Government Code Chapter 4.5, commencing with Section 927).

8. Standards of Conduct

- A. The Contractor shall maintain a satisfactory standard of employee competency, appearance, conduct, and integrity, and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary.

9. Laws, Rules, and Regulations

- A. The Contractor shall be solely responsible for adhering to any and all local, city, county, state, and federal laws, rules, and regulations pertaining to the services required under this Agreement while performing services under this Agreement.

10. Audit

- A. The Contractor agrees that the DMV, 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, including payroll records. The 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. The Contractor agrees to allow 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, the 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. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

The remainder of this page is intentionally left blank.

EXHIBIT E

ADDITIONAL PROVISIONS

1. **Insurance Requirements:**

A. **General Provisions Applying To All Insurance Policies**

(1). **Coverage Term**

- a. Coverage needs to be in force for the entire term of this Agreement. If insurance expires during the term of this Agreement, a new certificate of Insurance must be received by the DMV at least ten (10) DMV business days prior to the expiration of the insurance. Any new insurance must comply with the original terms of this Agreement.

(2). **Policy Cancellation or Termination and Notice of Non-Renewal**

- a. The Contractor shall provide to the DMV, within five (5) DMV business days following receipt by the Contractor, a copy of any cancellation or non-renewal of insurance required under this Agreement. In the event the Contractor fails to keep the required insurance coverage in effect at all times, the DMV may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(3). **Deductible**

- a. The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

(4). **Primary Clause**

- a. Any required insurance specified under this Agreement shall be primary, and not excess or contributory to any other insurance carried by the DMV.

(5). **Insurance Carrier Required Rating**

- a. All insurance companies must carry a rating acceptable to the Department of General Services (DGS), Office of Risk and Insurance Management (ORIM). Per DGS ORIM, an acceptable rating is "A" or better, and financial size category of "VII" or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, a review of the Contractor's financial information, including a letter of credit, may be required.

(6). **Endorsements**

- a. Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

(7). **Inadequate Insurance**

- a. Inadequate insurance or lack of insurance does not negate the Contractor's obligations under this Agreement.

The remainder of this page is intentionally left blank.

B. Commercial General Liability

- (1). Throughout the term of this Agreement, the Contractor shall provide the DMV with a valid certificate of insurance stating that there is commercial general liability insurance presently in effect for the Contractor with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal & advertising injury and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- (2). The insurance policy shall include the following additional insured endorsement that shall be supplied under form acceptable to DGS, ORIM:
 - a. The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California.

C. The Contractor shall mail, fax, or email the required certificate(s) of insurance to the following DMV contact person:

Department of Motor Vehicles
Contract Services Section
Attn: Valerie Roybal
2415 First Avenue, MS: E112
Sacramento, CA 95818
Fax: (916) 657-2387 or (916) 657-5936
Email: Valerie.Roybal@dmv.ca.gov

2. Indemnification – This section replaces Section G, pages 2 and 3 of 4 of Exhibit F, License Agreement for the Use of the Riverside County Ben Clark Public Safety Training Center.

- A. The DMV shall indemnify and hold the Contractor, 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 the DMV, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on the Contractor by the provisions of California Government Code Section 895.2 or other applicable law, and the DMV shall defend at its expense, including attorney fees, expert fees and investigation fees the Contractor, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions. The obligations to indemnify and hold the Contractor free and harmless herein shall survive until any claim, action, or cause of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.
- B. The Contractor shall indemnify and hold the DMV, 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 the Contractor, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on the DMV by the provisions of California Government Code Section 895.2 or other applicable law, and the Contractor shall defend at its expense, including attorney fees, expert fees, and investigation fees the DMV, its officers, agents, employees, and independent contractors in any legal action or claim of any kind based

upon such alleged acts or omissions. The obligations to indemnify and hold the DMV free and harmless herein shall survive until any claim, action or cause of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

3. Amendments

A. This Agreement may be amended upon mutual consent by both parties for the following:

- (1). To correct incidental or typographical errors, or to make a change in a contact name, address, or contact number.
- (2). To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.
- (3). To add additional time or funds (but not both) to complete the performance of this Agreement.
 - a. Additional time added shall not exceed one (1) year. Additional funds added shall not exceed 30% of the original Agreement total. Additional funds shall only be added for exceptional unanticipated circumstances or when usage is higher than the original good faith estimates/multipliers utilized for this Agreement.
- (4). To remove services no longer required due to a change in operations.

The remainder of this page is intentionally left blank.

EXHIBIT F

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

This Agreement made and entered into this first day of July 2018 or upon contract approval, whichever occurs later, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**" or "**CONTRACTOR**" and the **DEPARTMENT OF MOTOR VEHICLES**, hereinafter referred to as "**DMV**" or "**LICENSEE**".

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

WHEREAS, **LICENSEE**, desires permission for use of the Ben Clark Training Center;

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 checked="" type="checkbox"/> Mat Room
<input type="checkbox"/> Conference Room	<input type="checkbox"/> Lodging	<input type="checkbox"/> Scenario Village
<input type="checkbox"/> Fire Drill Grounds	<input type="checkbox"/> Storage	<input type="checkbox"/> Gas House
<input type="checkbox"/> Equestrian Facility	<input type="checkbox"/> Training Props	<input checked="" type="checkbox"/> Firing Range
3. **TERM OF AGREEMENT:** The term of this Agreement shall commence on July 1, 2018 or upon contract approval, whichever occurs later, and shall terminate on June 30, 2021, 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 Classroom Reservations:
Email: BCTC-use@riversidesheriff.org
Phone: (951) 486-2934

Sheriff BCTC Range Reservations:
Email: BCTCrange@riversidesheriff.org
Phone: (951) 443-4350

Riverside County Fire

Fire Classroom Reservations: (951) 486-5097
Email: RRUTrainingreceptionist@fire.ca.org

Fire Dorm Reservations: (951) 486-5242
Email: 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 days of the day scheduled. Failure to notify of a cancellation may result in a minimum charge of one 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: Simona Martinez

ADDRESS: 2120 Broadway, MS N223
 Sacramento, CA 95818

TELEPHONE: (916) 657-9136

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 instructor's 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 **Riverside County Sheriff's Department** 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 **Riverside County Economic Development Agency** prior to installation. Fixtures shall remain following termination or expiration of this Agreement.
- (G) **HOLD HARMLESS/INDEMNIFICATION:** Exhibit E, Page 2 of 3, Section 2, Indemnification replaces the Hold Harmless/Indemnification language in this section. 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 805.2 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 cause 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'S Workers' Compensation carrier shall endorse their coverage to waive subrogation in favor of the COUNTY.

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. County acknowledges that the Federal Government is self-insured and such self-insurance will meet the insurance requirements contained 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 BCTC staff or Riverside County Sheriff Department 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.

EXHIBIT G

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER
Advanced Rifle
POST#2200-32076**

General Safety Policy

Safety Policy Philosophy:

It shall be the policy of the Riverside County Sheriff's Department Firearms Training Program to conduct all training in such a manner as to promote an attitude of safety among instructor and student alike. Concern for safety is contagious and can only result in a reduction of risk.

The efforts of all personnel involved in training shall be directed toward ensuring a safe atmosphere within which maximum training benefit can be realized.

Staff/Administrative Responsibilities:

1. The training staff shall provide advance notice to prospective trainees and their agencies regarding anticipated physical demands and/or physical performance expectations.
2. Instructors shall be provided with a copy of the specific safety policy pertaining to their course of instruction prior to the commencement of their class.
3. The training staff shall ensure that emergency communications (cellular telephone, police radio, Handi-Talkie or other means) are accessible at all training sites.
4. At least one member of the instructional staff, either directly involved in the training event or immediately available at the training site, shall be trained in first aid and CPR.
5. Student emergency notification information shall be maintained for the duration of the course.
6. When planning a training event, the training staff shall identify which medical facilities and emergency services are available or subject to call in the event of an emergency or student injury.

Comment: For Ben Clark Public Safety Training Center, the ambulance call will be through the 9-1-1 system for Riverside County Fire Department Paramedic Response and/or to American Medical Response Ambulance Services. The nearest hospital will be Riverside University Health System.

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**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER
Advanced Rifle
POST#2200-32076**

General Safety Policy

Instructional Staff-to-Student Ratios:

1. Instructional staff-to-student ratios for each psychomotor skill area have been established. Factors considered in establishing these ratios included, but were not limited to:
 - The intensity or pace of the training experience
 - Student familiarity with the material
 - Characteristics of the training site
 - Injury potential
 - Active versus passive participation
2. For the purpose of establishing an instructional staff-to-student ratio, the following personnel titles and descriptions are viewed by Riverside County Sheriff's Firearms Training Program exerting functional supervision over students in training:
 - Department Firearms Training Manager/Supervisor
 - Department Firearms Training Coordinator
 - Department Firearms Training Rangemasters
3. The specific student-to-instructor ratios are identified in the Course Specific Safety Policy.
4. Reassessment of the staff-to-student ratio will be initiated when curriculum changes are proposed or when course structure is otherwise modified.

INSTRUCTOR RESPONSIBILITIES:

1. The primary instructor, Firearms Coordinator, or designee shall be responsible for conducting safety inspections of students and facilities used for training.
2. Instructors should be aware of environmental factors such as weather or air quality and adjust the instruction as necessary.
3. The primary instructor or designee shall verbally review specific safety policy with students.
4. Specific safety policy shall be incorporated into lesson plans. Copies of safety policy shall be distributed to students as part of the course handouts.
5. Instructors shall adhere to the expanded course outlines as submitted to POST. Instructors shall also adhere to their lesson plan as approved by the Riverside County Sheriff's Department Firearms Training Program.

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General Safety Policy

6. Instructors shall advise students of their responsibility to report and/or stop unsafe actions during training.
7. Instructors shall display an attitude of safety and a professional demeanor at all times.

STUDENT RESPONSIBILITIES:

1. The student shall immediately notify any instructor or the Firearms Coordinator of any known pre-existing medical condition which is likely to be Aggravated by or effect performance during training.
2. Students shall be required to provide evidence of medical or physical fitness for training if the instructor questions their ability to perform safely.
3. Students shall immediately notify a member of the training staff of any injury sustained during training.
4. Students are responsible for adhering to all safety requirements of the individual course.

RESPONSE TO INJURIES:

***** In the event of an injury, the following actions shall be taken as necessary:

Each shooting bay has a red emergency auto-dial 9-1-1 phone located in it. All injuries that require transportation will be transported to Riverside University Health System located at:

Riverside University Health System
26520 Cactus Ave
Moreno Valley, Ca 92555
(951) 486-4000

1. Minor - Basic first aid. No additional medical assistance is required.
2. Moderate - First aid will be rendered if injury is controlled, may be transported to a medical facility by available transportation or transport by ambulance. The injured party will not drive him/herself. Use red emergency 9-1-1 phone located in shooting bay.
3. Serious - First aid will be rendered, basic life support recommended if on scene. Transport by ambulance. Use red emergency 9-1-1 phone located in shooting bay. Due to possible transportation delays, on scene transportation may be a reasonable option if a long delay is anticipated.

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER
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General Safety Policy

4. Life Threatening - First aid will be rendered, basic life support recommended if on scene. Transported by ambulance or Life Flight. Use red emergency 9-1-1 phone located in shooting bay. Due to possible transportation delays, on scene transportation may be a reasonable option if a long delay is anticipated.
5. Obtain appropriate medical assistance. In all cases where the student loses consciousness and evaluation shall be sought from a competent medical authority before the student is allowed to return to training.
6. Notify the Firearms Training Coordinator immediately.
7. Initiate other appropriate notifications or actions as required.
8. Investigate a complete an accident report using the appropriate reporting format or protocol specific to Riverside County Sheriff's Department or the jurisdictional agency.
9. Students who sustain an injury which requires treatment by a physician must obtain a medical release before they will be allowed to resume training.

GENERAL RANGE POLICIES:

All persons using the Range shall adhere to all range policies and procedures. Any person found to be in violation of any policy or procedure(s) shall be immediately removed from the range and prohibited from any future use, pending review by the Commander of the Ben Clark Training Center.

1. Safety is the responsibility of everyone.
2. Body armor, eye and ear protection is mandatory for all personnel on the firing line, while shooting is in progress.
3. Authorization to utilize the range is restricted to POST certified law enforcement agencies, military entities, and federal agencies.
4. NO shorts, tank-tops, skirts, or open toe shoes are allowed on range premises.
5. Signing in and out at the BCTC Range Office is mandatory.
6. No one under the age of 18 will be allowed on any of the ranges. The BCTC Range Sergeant MUST authorize any exception to this rule.
7. Any person displaying symptoms of intoxication shall not be allowed on any range. If the individual's sobriety or ability to operate safely is questionable, the assigned staff shall reserve the right to deny range usage.

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
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POST#2200-32076**

8. NO SMOKING on any of the ranges. Smoking will be allowed in designated areas.
9. Loading and unloading of all firearms shall be done on the firing line or by utilizing the provided loading/clearing devices to ensure the firearm is pointed in a safe direction.
10. NO loading/unloading of firearms in vehicles or the parking lot area.
11. Handling any firearm in a reckless or irresponsible manner is prohibited.
12. NO dry firing at any time, unless proposed during training by a certified rangemaster.
13. Firearms shall always be pointed in a safe direction (down range).
14. Automatic firearms training shall only be conducted during supervised training and ONLY AFTER NOTIFICATION TO RANGE STAFF.
15. Each group or individual shall clear all brass and trash from the range following use.
16. The Range Safety Officer and their employing agency are responsible for any and all damage incurred during the use of the range.
17. There shall be a ratio of one (1) Range Safety Officer for every five (5) shooters while firing on the line. During tactical shooting on the move, the ratio will be one (1) Range Safety Officer for every one (1) shooter.
18. ALL damage must be reported to the BCTC Range Office as soon as possible.
19. ALL injuries must be reported to the BCTC Range Office immediately. The response to medical emergencies SHALL be in compliance with the medical response procedures set forth in this manual.
20. NO walking or climbing on any of the dirt impact areas or protective berm at any time.
21. NO belt fed weapons allowed on any range unless approved by Range Sergeant.
22. Only Department authorized weapons are allowed on any range.
23. Only approved targets are permitted. No ground level targets are allowed, bottles, cans, boxes, etc.
24. Steel target systems may be used during supervised training at BCTC with prior approval of the Range Sergeant.
25. All vehicles shall be driven in a safe and reasonable manner; speed will not exceed 15 MPH.

Application:

General safety policy applies to all Riverside County Sheriff's Department sponsored firearms programs. The intent of this policy is to promote student and staff safety awareness areas involving psychomotor skills and to reduce the potential risk for injuries.

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
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Course Specific Safety Policy

Each training instructor/rangemaster/coordinator will be furnished with a copy of the safety policy.

All training instructors and instructional staff will be responsible for adhering to all applicable safety policies and approved course outlines and lesson plans.

Section 2.1 Facility Policies

2.1.1

Safety policy and procedures unique to the Riverside County Sheriff's Department Firearms Training Program has been developed, reduced to writing, and shall be communicated to students prior to the training session.

Comment: Students are unfamiliar with the facility and shall be made aware of local policies and conditions. Range Safety Policies are provided to the students prior to their participating in any firearms training. The students receive a range safety lecture from the primary Rangemaster and additionally, read, understand, sign, and date the following form:

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RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER
Advanced Rifle
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COURSE SPECIFIC SAFETY POLICY

STUDENT: _____ WEAPON BRAND: _____ WEAPON SERIAL NUMBER: _____

1. Always clear your weapon before coming on the range.
2. Never leave your firing position or turn around without permission of the instructor.
3. Never anticipate commands.
4. No smoking on the firing line.
5. Ear protectors will be worn at all times on the firing line.
6. Never load any firearm on the firing range unless on the firing range and commanded to so.
7. Never "snap" or practice dry firing behind the firing line.
8. Never speak to anyone on the firing line unless you are being coached, or are the firing instructor.
9. If you should be spoken to while on the firing line, do not turn around to make a reply.
10. In the case of a misfire, do not open the gun for at least ten seconds, and keep it pointed down the range.
11. Load a gun while it is pointed in the direction of the targets, preferably with the muzzle at a 45 degree angle towards the ground.
12. Never pick up a firearm without positively knowing that it is either loaded or unloaded.
13. Never lay a firearm down without unloading it and leaving the action open.
14. Check your firearm for barrel obstruction before firing it. Heavy grease is an obstruction.
15. Never point or carry a firearm down or behind the firing line loaded or with the action closed (see rule #13). Keep the muzzle pointed down range.
16. When on the firing range, weapons shall remain in holsters unless on the firing line.
17. Never fire a succeeding shot following the malfunction of a cartridge until the barrel has been examined by a rangemaster to ascertain whether a bullet is lodged therein.
18. Should it become necessary for any person to proceed from the firing point to the targets, all arms shall be unloaded, actions opened (except full automatic weapons), laid down on the firing point; or the weapons may be placed in holsters. The range instructors will give these commands.
19. Never proceed to the targets without the command of the range instructor.
20. Never permit the muzzle of a rifle or shotgun to touch the ground. If this should inadvertently happen, never fire the gun until the dirt has been removed from the barrel.

DATE: _____ TIME: _____ INITIALS: _____

22. Special care should be taken so ricocheting of bullets will be prevented during firearms training. The area immediately in the rear of targets used for hip shooting purposes should be specially inspected to insure the elimination of rocks and other hard objects which may serve to cause ricochets.
23. All safety precautions must be strictly adhered to and enforced at all times.
24. The strictest discipline must be maintained at all times on the firearms range in order to prevent accidents and injuries. Carelessness and thoughtlessness of any type cannot and must not be tolerated during the firearms training program.

DATE: _____ TIME: _____

Your signature verifies that you have read, understand and agree with the conditions and provisions of this document.

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER
Advanced Rifle
POST#2200-32076**

COURSE SPECIFIC SAFETY POLICY

2.1.2

The range shall have an adequate bullet impact area to provide a reasonable margin of safety from all aimed, strayed, and ricocheted shots.

2.1.3

The firing range shall have a reasonably contained perimeter designated by means of warning signs, fencing, and an earth berm to prevent unauthorized entry.

Comment: It is important that all persons in the vicinity of the firing range be aware of the activities which occur there. Signs shall be posted conspicuously and far enough away from the shooting area to provide for a wide margin of safety.

2.1.5

The firing range shall have a communication process capable of clearly transmitting instructions to all persons on the range.

Comment: The communications process shall be sufficient to stop action and ensure that verbal commands are clearly understood by shooters on the firing line.

2.1.6

The range facilities and bullet impact areas shall be inspected at least daily for apparent hazards.

Comment: Range conditions can change on a daily basis. Problems can be created by weather, intrusion of ground burrowing by animals, or faulty equipment. Range inspections shall be initiated prior to the beginning of each shooting session and upon return to the facility following any break in training.

2.1.7

Adequate emergency lighting shall be provided at the site of any night-time firearms training.

Comment: Night-time firearms training mandates heightened safety awareness. It is important to provide for either permanent or portable lighting equipment capable of illuminating range staging areas and any point on the range where an emergency could occur.

2.1.8

Weather conditions shall be considered with regard to the need to provide shaded areas, shelter, or protective clothing.

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COURSE SPECIFIC SAFETY POLICY

2.1.9

Indoor areas shall be adequately ventilated.

2.1.10

A first aid kit shall be readily accessible at the range.

Comment: This kit shall be a Trauma Kit that will include compresses and specific materials suitable for the control of bleeding and emergency treatment of gunshot wounds.
A Trauma Kit is located in each Shooting Bay.

2.1.11

Reactive targets shall be constructed in such a manner as to minimize the danger of ricochets.

Comment: Setting up reactive targets on a slight angle to the line of fire will cause ricocheting bullets to angle away from the shooter rather than back at the shooter. Shots must be deflected into a safe impact area.

2.1.12

Props and sets used in the tactical shooting course shall be constructed to minimize the danger created by ricochet.

Section 2.2 Equipment Policy

2.2.1

Every student shall be required to wear eye and ear protection while engaged in shooting or while in the immediate vicinity of the firing line.

Comment: Extra protective equipment shall be on hand for use by visitors.

2.2.2

The use of soft body armor is required in all tactical shooting courses and in those courses which employ reactive targets.

Comment: Soft body armor may prevent an injury from a potential ricochet which could occur from shooting at a reactive target.

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COURSE SPECIFIC SAFETY POLICY

2.2.3

Each handgun shooter shall use a holster that is compatible with the type of handgun that will be used on the range.

Comment: All students shall have a means to safely secure their handguns when not engaged in shooting. The exception would be for undercover officers who are required to conceal an upholstered weapon on their person.

2.2.4

Each weapon shall be subject to a basic safety inspection and approved for use by the instructional staff prior to use on the range.

2.2.5

A safety check of weapons shall be initiated following any break in training or whenever students have been allowed to leave the training site.

Comments: A safety check conducted after lunch breaks, transportation from other areas, or other breaks in training will help ensure that firearms have not been inadvertently loaded. Periodic safety checks throughout the training day may also be appropriate.

2.2.6

Clothing and footwear appropriate to the course of fire and terrain of the range is required.

Comment: Clothing should cover areas that could be skinned, cut or burned in any the positions the shooter is expected to assume. Tank tops, low-necked shirts and similar clothing are not permitted. Shoes are to completely cover the toes and be suitable for standing and running.

2.2.7

The instructional staff shall be easily identifiable.

Comment: The instructional staff shall be easily identifiable and shall wear an approved Firearms Instructor Staff polo shirts or windbreakers. Appropriate closed footwear and long pants will be worn.

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RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
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COURSE SPECIFIC SAFETY POLICY

Section 2.3 Instructor Qualifications

2.3.1

Instructors and/or rangemasters in firearms courses shall have successfully completed a POST certified firearms instructor's course or its equivalent.

Comment: Training equivalency will be determined by the Firearms Training Program Manager. The intent of this policy is to encourage an appropriate amount of instructor-level training.

2.3.2

Instructors and/or rangemasters are encouraged to participate in periodic firearms instructor update courses.

Comment: Networking of firearm instructors is encouraged.

2.3.3

Instructors and/or rangemasters shall have received previous training in the particular weapon or weapons used in the training.

Comment: There are, as an example, many different semi-automatic pistols/rifles currently employed by California law enforcement agencies. Intensive training may not be available for all weapons and a manufacturer's orientation may meet the requirement. The spirit of this policy is to encourage instructors and/or rangemasters to become familiar with the operation and peculiarities of the specified firearms used.

Section 2.4 Instructional Staff-to-Student Ratios

2.4.1

The Firearms Training Program has established an appropriate Instructional Staff-To-Student ratio for each type of firearm course presented. There shall be at least **one instructor for each five trainees** during static line courses of fire, one instructor for each trainee during stress courses and one instructor for each trainee during moving courses of fire. In tactical or "moving" courses of fire, the Firearms Training Program shall have the instructor-to-student ratio of **one-to-one**.

Section 2.5 Presentation Policy

2.5.1

General range safety rules shall be reemphasized to students immediately prior to range training.

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COURSE SPECIFIC SAFETY POLICY

2.5.2

Trainees will be briefed on the policy of the range. This will include safety policies, specific prohibitions, handling of unusually occurrence and stop action protocol.

Procedures for handling weapon malfunctions, ammunition failure and other unusual occurrences shall be reviewed immediately before live fire training.

2.5.3

Students shall be instructed to keep their fingers outside of the firearm's trigger guard until a target is available for shooting and they decide to fire.

Comment: Keeping the trigger finger outside of the weapon's trigger guard will help to prevent accident or unintentional discharges. An exception to this requirement may be appropriate when the student is involved in an actual tactical shooting exercise.

2.5.4

Students shall be given a general orientation to any tactical shooting course where live fire will be used prior to application phase of the training.

Comment: An orientation on the overall expectations of a tactical shooting exercise will generally enhance safety and positively impact the training experience. This practice becomes critical in exercises involving multiple shooters where coordinated activity is essential.

Exposing a student to an "unknown" situation which deliberately taxes discretionary abilities and psychomotor skill may enhance a training experience significantly.

The spirit of this policy is to ensure safety by providing the student with a general expectation of what may occur, not to inhibit a valuable training experience.

2.5.5

Students shall be instructed to wash their hands and face thoroughly after shooting to remove any lead particles or other debris deposited as a result of the weapon's discharge.

Comment:

Lead traces and like deposits on a student's hands must be removed before eating or drinking. The long-term potential health hazard associated with lead contamination is to be recognized.

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
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POST#2200-32076

COURSE SPECIFIC SAFETY POLICY

NON-PARTICIPATING STUDENTS:

Safe/Waiting areas are located next to the entrance of each shooting bay and designated to accommodate persons who are not directly engaged in shooting, this area includes areas for cleaning, unloading and reloading with duty ammunition. A range master/instructor not involved in any shooting drills will supervise the non-participating students.

Safe areas are to be clearly identifiable to the student. Sand barrels or other appropriate devices for the safe loading and unloading of firearms will be available.

RESPONSE TO INJURIES:

***** In the event of an injury, the following actions shall be taken as necessary:

Each shooting bay has a red emergency auto-dial 9-1-1 phone located in it. All injuries that require transportation at the Ben Clark Training Center will be transported to Riverside County Regional Medical Center located at:

Riverside County Regional Medical Center
26520 Cactus Ave
Moreno Valley, Ca 92555
(951) 486-4397

1. Minor - Basic first aid. No additional medical assistance is required.
2. Moderate - First aid will be rendered if injury is controlled, may be transported to a medical facility by available transportation or transport by ambulance. The injured party will not drive him/herself. Use red emergency 9-1-1 phone located in shooting bay.
3. Serious - First aid will be rendered, basic life support recommended if on scene. Transport by ambulance. Use red emergency 9-1-1 phone located in shooting bay. Due to possible transportation delays, on scene transportation may be a reasonable option if a long delay is anticipated.
4. Life Threatening - First aid will be rendered, basic life support recommended if on scene. Transported by ambulance or Life Flight. Use red emergency 9-1-1 phone located in shooting bay. Due to possible transportation delays, on scene transportation may be a reasonable option if a long delay is anticipated.
5. Obtain appropriate medical assistance. In all cases where the student loses consciousness an evaluation shall be sought from a competent medical authority before the student is allowed to return to training.

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER
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6. Notify the Firearms Training Coordinator immediately.
7. Initiate other appropriate notifications or actions as required.
8. Investigate and complete an accident report using the appropriate reporting format or protocol specific to Riverside County Sheriff's Department or the jurisdictional agency.
9. Students who sustain an injury which requires treatment by a physician must obtain a medical release before they will be allowed to resume training.

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EXHIBIT H

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject:

BEN CLARK PUBLIC SAFETY
TRAINING CENTER FACILITY USE

Policy
Number

H-30

Page

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

The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Motor Carrier Safety Administration (FMCSA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, national origin, sex, age, disability, income-level, or LEP.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FMCSA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FMCSA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FMCSA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FMCSA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

The United States Department of Transportation Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d *et seq.*), (prohibits discrimination on the basis of race, color, national origin), as implemented by 49 C.F.R. § 21.1 *et seq.* and 49 C.F.R. part 303;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 *et seq.*) (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (Pub. L. 97-248 (1982)), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (102 Stat. 28) ("*.....which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.*");
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).