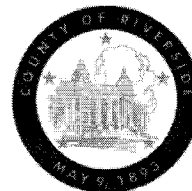


SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM  
3.14  
(ID # 9453)

**MEETING DATE:**

Tuesday, April 16, 2019

**FROM :** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA; Approve the License Agreement with the Riverside Community College District for use of Riverside County Ben Clark Training Center. [District 1]; [CEQA Exempt] [\$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities, and Section 15061 (b) (3), the common sense exemption;
2. Approve and Ratify the attached License Agreement between Riverside Community College District (RCCD) and County of Riverside and authorize the Chairman of the Board to execute same on behalf of the County; and
3. Direct the Clerk of the Board to file the Notice of Exemption with County Clerk within five days of approval by the Board.

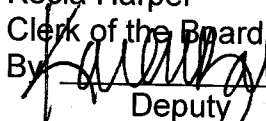
**ACTION:** Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Washington, Perez and Hewitt  
Nays: None  
Absent: Spiegel  
Date: April 16, 2019  
xc: Sheriff, Recorder

Kecia Harper  
Clerk of the Board  
By   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	18/19 – 21/22

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

On January 05, 2016 the Board of Supervisors approved a License Agreement for RCCD to use the classrooms, mat room, range, laboratory facilities, and drill grounds at the Ben Clark Training Center (BCTC) for the purpose of teaching criminal justice, fire technology, emergency medical services, and related general coursework. The license fees for usage of the BCTC facilities are based upon Board Policy H-30. The License Agreement term shall be from July 1, 2018 through June 30, 2022.

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

The License Agreement is summarized below:

Licensee: Riverside Community College District (RCCD)

Premises: Ben Clark Training Center (BCTC), 16791 Davis Avenue, Riverside, CA

Term: 4 Years, July 1, 2018 to June 30, 2022

Rates: As per Board policy H-30, rent shall be based at a daily rate

Rate Adjustments: Any rate increases shall take effect at the beginning of the district's next fiscal year, beginning on July 1, as per Board Policy H-30

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

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

Utilities: County to provide

Custodial: County to provide

Maintenance: County to provide

Improvements: None

RCIT: None

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

**Impact on Residents and Businesses**

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

**Additional Fiscal Information**

RCCD's presence at CTC continues to provide revenue to County Fire and Sheriff's Department through Fiscal Year of June 30, 2022.

**Contract History and Price Reasonableness**

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

**ATTACHMENTS:**

License Agreement

Notice of Exemption

Aerial Image of BCTC

  
Melissa Noone, Associate Management Analyst

4/9/2019

  
Gregory L. Priamos, Director County Counsel

3/27/2019

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

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

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

12 ARTICLE 1. AGREEMENT

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

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

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

23 ARTICLE 2. TERM OF CONTRACT

24 Section 2.01. This agreement shall be for four years, commencing July 1, 2018, and terminating  
25 June 30, 2022, unless terminated by either party in the manner set forth herein.

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

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

### 6 ARTICLE 3. PAYMENT BASIS

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

18 Section 3.02. In consideration for the equipment provided by RCCD in the Law and Fire gym  
19 and EMS scenario room, RCCD will not be charged for the use the Law and Fire gym or EMS  
20 scenario room. In consideration for the training facility and equipment provided by RCCD for  
21 the Correctional Scenario Training Platform, RCCD will not be charged for its use.

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

### 26 ARTICLE 4. IMPROVEMENTS

27 Section 4.01. In the event RCCD desires to make any improvements, alterations or installations  
28 of fixtures, it shall first notify COUNTY, providing COUNTY with proposed plans (if

1 applicable) and obtain COUNTY's written approval from the Economic Development Agency,  
2 to make the improvements, alterations, or installation of fixtures. COUNTY shall not withhold  
3 consent unreasonably.

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

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

#### 13 ARTICLE 5. SIGNAGE

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

#### 17 ARTICLE 6. FURNITURE/EQUIPMENT

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

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

#### 23 ARTICLE 7. INGRESS/EGRESS

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

1 ARTICLE 8. CUSTODIAL/MAINTENANCE

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

4 ARTICLE 9. UTILITIES

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

9 ARTICLE 10. INSPECTION OF PREMISES

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

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

16 ARTICLE 11. QUIET ENJOYMENT

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

20 ARTICLE 12. TERMINATION

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

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

27 Section 12.02. Notwithstanding the provisions in Section 12.01 above, either party may  
28 terminate this Agreement upon notice in writing to the other party or not less than six (6)

1 months prior to the effective date of termination. Whether termination is by COUNTY or  
2 RCCD, it will coincide with the end of a semester.

### 3 ARTICLE 13. INSURANCE

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

9 Section 13.02. RCCD shall procure and maintain commercial general liability insurance  
10 coverage that shall protect from claims for damages for personal injury, including, but not  
11 limited to, accidental and wrongful death, as well as from claims for property damage, which  
12 may arise from RCCD's use of the premises or the performance of its obligations hereunder,  
13 whether such use of performance is by RCCD, or by anyone employed directly or indirectly by  
14 RCCD while acting in the scope of employment. Said insurance shall provide for limits of not  
15 less than One Million Dollars (\$1,000,000) per occurrence, RCCD shall have insurer endorse its  
16 policy to add COUNTY as an additional insured.

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

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

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

### 25 ARTICLE 14. HOLD HARMLESS/INDEMNITY

26 Section 14.01. The Parties, their officers, agents, and employees, shall not be deemed to have  
27 any liability for the negligence, or any other willful act or omission of the other party or any of  
28



1 the other party's officers or employees, or for any dangerous or defective condition of any work  
2 or property of the other party;

3 Section 14.02. RCCD shall indemnify and hold COUNTY, its officers, agents, employees and  
4 independent contractors, free and harmless from any claim or liability whatsoever, based or  
5 asserted upon the condition of work or property of MVC, or upon any negligence or willful act  
6 or omission of RCCD, its officers, agents, employees, subcontractors and independent  
7 contractors, for property damage, bodily injury or death, or any other element of damage of any  
8 kind or nature, and RCCD shall defend, at its expense including attorney fees, COUNTY, its  
9 officers, agents, employees and independent contractors, in any legal action or claim of any  
10 kind based upon such conditions of work or property, or alleged acts of omissions;

11 Section 14.03. COUNTY shall indemnify and hold RCCD, its Trustees, officers, agents,  
12 employees and independent contractors, free and harmless from any claim or liability  
13 whatsoever, based or asserted upon any negligence or willful act or omission of COUNTY, its  
14 officers, agents, employees, subcontractors and independent contractors, for property damage,  
15 bodily injury or death, or any other element of damage of any kind or nature, and COUNTY  
16 shall defend, at its expense including attorney fees, MVC, its Trustees, officers, agents,  
17 employees and independent contractors, in any legal action or claim of any kind based upon  
18 such alleged acts or omissions;

19 Section 14.04. The parties shall maintain general liability insurance coverage, including  
20 premises, auto and professional coverage, whether by a program of self-insurance or through  
21 policies of insurance, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 per  
22 aggregate. In addition, workers' compensation insurance shall be carried by each party in  
23 accordance with the laws of the State of California. The parties shall provide to the other party  
24 a Certificate of Insurance, naming the other party as an additional insured. County shall name  
25 "Riverside Community College District" as an additional insured and RCCD shall name the  
26 County of Riverside as an additional insured;

27 Section 14.05. For purposes of Workers' Compensation, employees and instructors performing  
28 services under this agreement are under the supervision of MVC for instructional purposes only.

This section conforms to the California Code of Regulations (Title 5), Sections 58051.5 and 58058.

### ARTICLE 15. LIMITATIONS

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

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

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

Section 15.05. RCCD shall comply with all facility use rules (Exhibit B).

### ARTICLE 16. NOTICES

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

Notices may be mailed as follows:

Riverside County Fire Department	Riverside Community College District
	/ Moreno Valley College
Shawn C. Newman, Fire Chief	Robin Steinback, Ph.D., President
210 W. San Jacinto	16130 Lasselle Street
Perris, CA 92570	Moreno Valley, CA 92551

1 Riverside County Sheriff's Department

2 Chad Bianco, Sheriff-Coroner

3 P.O. Box 512

4 Riverside, CA 92502

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

7  
8 County of Riverside

9 Economic Development Agency

10 3403 Tenth Street, Suite 400

11 Riverside, CA 92501

12 Attention: Deputy Director of Real Estate

13  
14 ARTICLE 17. CONFORMITY WITH LAW AND SAFETY

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

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

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

- 26 1. Name and address of the injured or deceased person(s)  
27 2. Name and address of RCCD's risk manager for purposes of insurance coverage.

1 3. A detailed description of the accident and whether any of COUNTY's equipment tools,  
2 material or staff involved.

### 3 ARTICLE 18. DRUG-FREE WORKPLACE

4 Section 18.01. RCCD and its employees shall comply with the COUNTY's policy of  
5 maintaining a drug-free workplace. RCCD's employees shall not unlawfully manufacture  
6 distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code Section  
7 812, including marijuana, heroin, cocaine and amphetamines at any COUNTY facility including  
8 the training facilities. If any employee of RCCD is convicted or pleads nolo contendere to any  
9 criminal drug statue violation occurring at any COUNTY facility or work site RCCD, with five  
10 (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material  
11 breach of this Agreement.

### 12 ARTICLE 16. NON-DISCRIMINATION

13 Section 16.01. The parties shall not discriminate against any person in the provision of services,  
14 or employment of persons on the basis of ethnic group identification, national origin, religion,  
15 age, gender, gender identity, gender expression, race or ethnicity, color, ancestry, genetic  
16 information, sexual orientation, physical or mental disability, pregnancy, or any characteristic  
17 listed or defined in Section 11135 of the Government Code or any characteristic that is  
18 contained in the prohibition of hate crimes set forth in subdivision (1) of Section 422.6 of the  
19 California Penal Code, or any other status protected by law. The parties understand that  
20 harassment of any student or employees of the respective parties with regard to ethnic group  
21 identification, national origin, religion, age, gender, gender identity, gender expression, race or  
22 ethnicity, color, ancestry, genetic information, sexual orientation, physical or mental disability,  
23 pregnancy, or any characteristic listed or defined in Section 11135 of the Government Code or  
24 any characteristic that is contained in the prohibition of hate crimes set forth in subdivision (1)  
25 of Section 422.6 of the California Penal Code, or any other status protected by law is strictly  
26 prohibited.

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

ARTICLE 17, PARTIAL INVALIDITY

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

ARTICLE 18. ALTERATION OF TERMS

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

ARTICLE 19, GOVERNING LAW

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

ARTICLE 20. ENTIRE AGREEMENT

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

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

LICENSEE

RIVERSIDE COMMUNITY COLLEGE

COUNTY OF RIVERSIDE

DISTRICT:

By: 


Aaron Brown, Vice Chancellor

Business and Financial Services

By: 

~~Chuck Washington~~, Supervisor

Riverside County Board of Supervisors  
KEVIN JEFFRIES

ATTEST:  
KECIA R. HARPER, Clerk  
By:  DEPUTY

1 By:

2 Robin Steinback, Ph.D., President

3 Moreno Valley College

4  
5  
6  
7 By:

8  
9  
10 APPROVED AS TO FORM:

11 Gregory P. Priamos, County Counsel

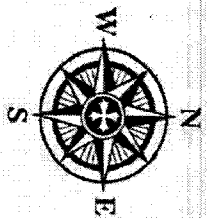
12  
13  
14 By:

15 **SYNTHIA M. GUNZEL**

16 Deputy County Counsel

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

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



Map not to scale

Barton Rd.

5 Ave. stop Larry Parrish Pkwy. stop

Gas House

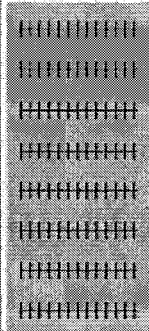
Ferguson Ave.

Personnel Testing and Orientation

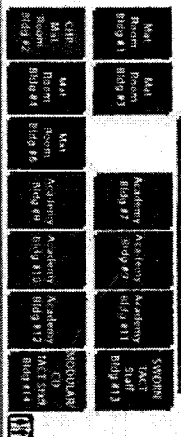
**Ben Clark Admin Bldg.**  
RSO-CHP-MVC Sheriff's Personnel  
**YOU ARE HERE**

Davis Ave.

Academy Parking

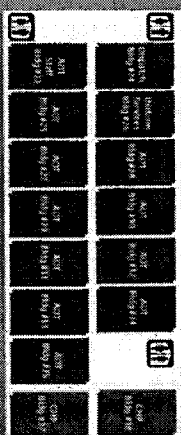


**Academy Grinder**



11th St.

Student Parking



Running Track

**Fire/EMS Modular Classrooms**

Bundy Ave.

Auditorium

Cal-Fire Admin

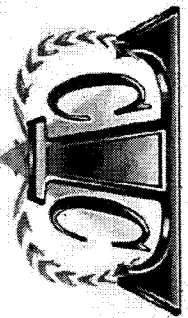
MVC Offices

Sheriff Dormitory  
Scenario Bld

**Scenario Range Village**

Equestrian Center

**BEN CLARK PUBLIC SAFETY TRAINING CENTER**



Nandina Ave.

RSO - Riverside County Sheriff's Department

CHP - California Highway

MVC - Moreno Valley College

EMS - Emergency Medical

CAL-Fire - Riverside County Fire Department

California Department of Forestry and Fire Protection

Parish

Dirt R



**COUNTY OF RIVERSIDE, CALIFORNIA**  
**BOARD OF SUPERVISORS POLICY**

**Subject:**

**Policy  
Number**

**Page**

**BEN CLARK PUBLIC SAFETY  
TRAINING CENTER FACILITY USE**

**H-30**

**1 of 1**

**PURPOSE**

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

**FACILITY DESCRIPTION**

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

**CONDITIONS OF USE**

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

**Reference:**

Minute Order 3.13 of 05/05/09

**EXHIBIT "B"**



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

## NOTICE OF EXEMPTION

4/17/19  
Date

10  
Initial

February 7, 2019

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

**Project Number:** FM047462012200

**Project Location:** 16791 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; APN 294-110-005;  
(See Attached Exhibit)

**Description of Project:** The County of Riverside (County) Board of Supervisors approved a License Agreement on January 5, 2016 for the RCCD to use BCTC classrooms, Mat Room, Range, laboratory facilities, and drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services, and related coursework. The License fees for usage of BCTC facilities are based on Board Policy H-30. The License Agreement has been in place since July 1, 2008. The License Agreement Term shall be extended through June 30, 2022. The License Agreement and use of the facilities is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the BCTC facility will continue to provide Public Safety Training and the proposed project will not result in improvements or an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

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

**Name of Person or Agency Carrying Out Project:** County of Riverside, Economic Development Agency

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

**Reasons Why Project is Exempt:** The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include a reasonable possibility of having a significant effect on the environment due to unusual circumstances. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the License Agreement and use of the facilities.

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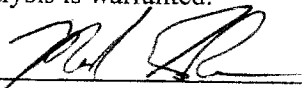
Economic Development  
Edward-Dean Museum  
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Real Property  
Redevelopment Agency  
Workforce Development

- **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 to use the existing facilities for educational services. The License Agreement would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed License Agreement and use of BCTC facilities will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be consistent with the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed: \_\_\_\_\_



Date: \_\_\_\_\_

2/7/19

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

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

Accounting String: 524830-47220-7200400000- FM047462012200


DATE: February 7, 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: February 7, 2019

To: Kiyomi Moore/Josefina Castillo, Office of the County Clerk

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

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

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

**After posting, please return the document to:**

**Mail Stop #1330**

**Attention: Mike Sullivan, Senior Environmental Planner,**

**Economic Development Agency,**

**3403 10<sup>th</sup> Street, Suite 400, Riverside, CA 92501**

**If you have any questions, please contact Mike Sullivan at 955-8009 or email at [msullivan@rivco.org](mailto:msullivan@rivco.org).**

Attachment

cc: file

# License Agreement

Between RCCD and BCTC



0

705

1,409 Feet



**\*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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Notes

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