

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



ITEM  
3.9  
(ID # 9291)

MEETING DATE:  
Tuesday, May 7, 2019


FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Riverside County Sheriff's Department, Ben Clark Public Safety Training Center (BCTC), State of California, Department of California Highway Patrol, Riverside, CEQA Exempt, District 1, [\$0] (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the State Contract 17C093000-1 is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines, Section 15301 (c), Section 15061 (b) (3), General Rule of "common sense" Exemption;
2. Approve the attached Amended State Contract 17C093000-1 between County of Riverside and State of California, Department of Highway Patrol, and authorize the Chairman of the Board to execute same of behalf of the County; and
3. Direct the Clerk of the Board to file attached Notice of Exemption with the County Clerk for posting within five (5) days.

ACTION: Policy

  
Heidi Marshall, Managing Director


  
Matthew Aveling, Chief Sheriff's Dept. 4/22/2019

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MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Perez 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: May 7, 2019  
xc: EDA, 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: No</b>	
			<b>For Fiscal Year:2018/19-19/20</b>	

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

**BACKGROUND:**

**Summary**

On September 12, 2017, the Board of Supervisors approved minute order 3.16 for the State of California, Department of California Highway Patrol (State) Contract number 17C093000 to use the facilities at the Ben Clark Training Center (BCTC) for training purposes. The amount of the approved contract is currently \$1,261,508.00. The State now wishes to amend the current Standard Agreement Contract to expand their classroom use by an additional 200 square feet. The State has added \$8,434.80 to cover the cost of the additional 200 square feet requirement. The maximum dollar value of the amended Contract #17C093000-1 is now \$1,269,942.80.

**Impact on Citizens and Businesses**

The State of California, Department of California Highway Patrol will continue to educate and train students and candidates for public safety purposes will have a direct, positive impact on the knowledge and skills of future public safety employees and will provide a valuable impact to the community and public at large.

**Additional Fiscal Information**

From the rent payable to County, a lease management fee of 4.92% will be collected and distributed to EDA

**Contract History and Price Reasonableness**

This contract has been in place since September 12, 2017.

**Attachments:**

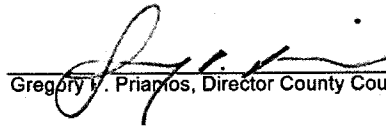
- Standard Agreement Contract 17C093000-1
- Notice of Exemption

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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- Aerial Map

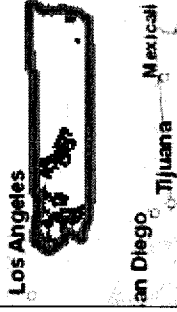
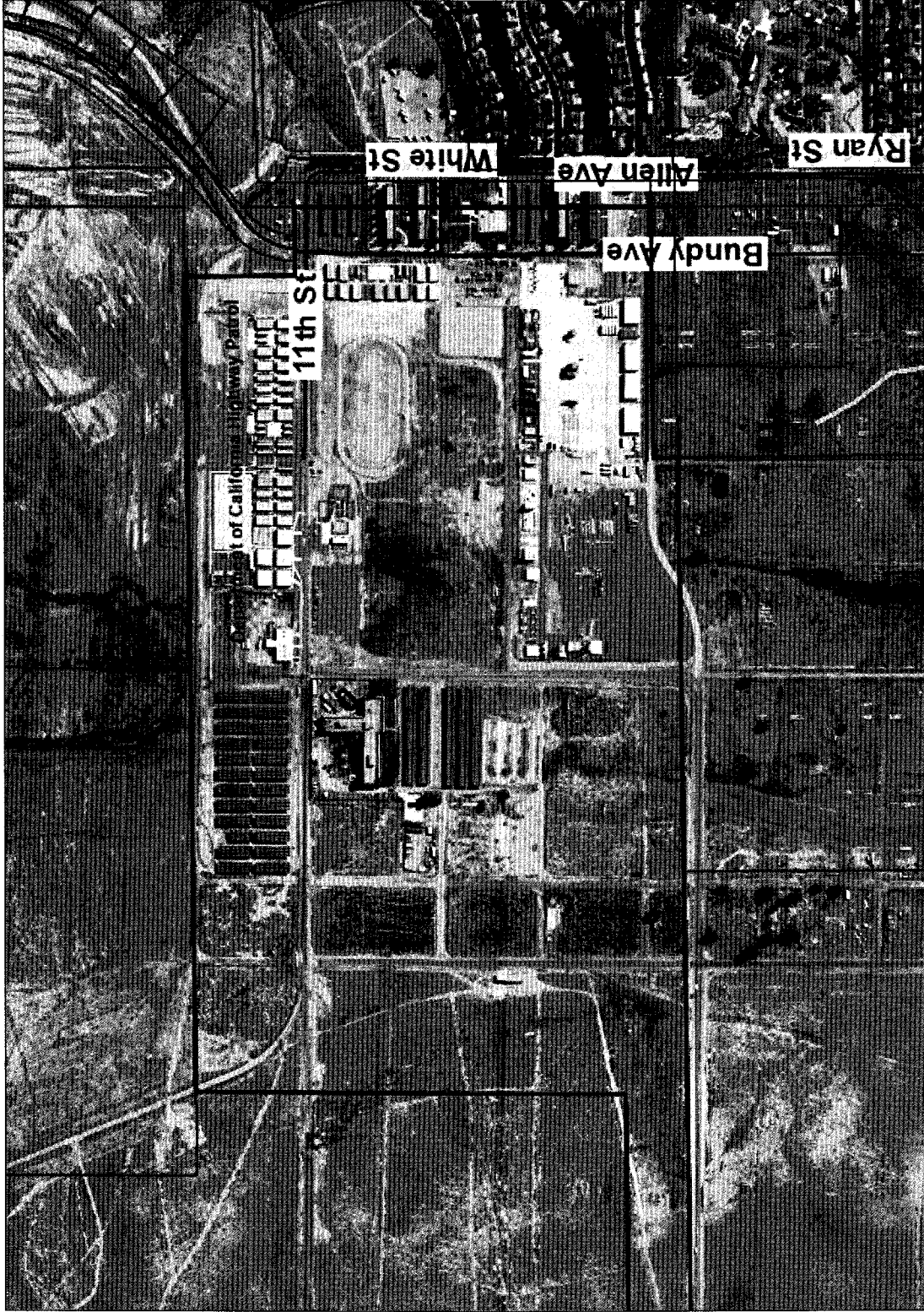
RF:HM:VY:SG:CC:mc 011SH 20.479  
Minute Traq ID 9291

  
Rohini Dasika, Principal Management Analyst 4/29/2019

  
Gregory V. Priamos, Director County Counsel 4/23/2019

# Ben Clark Public Training Center, Sheriff Department

Department of California Highway Patrol, State Contract 17C093000-1



## Legend

- City Areas
- Parcels
- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas

**\*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.

**Notes**  
 APN 294110005, District 1



REPORT PRINTED ON... 3/1/2019 2:10:03 PM

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# RESOLUTION

**BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, May 7, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 17C093000, Amendment No. 1 between Riverside County and California Department of Highway Patrol providing: for use of the Ben Clark Public Safety Training Center.

Roll Call:

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

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

KECIA R. HARPER, Clerk of said Board

By: 

Deputy



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

NOTICE OF EXEMPTION

5/9/19 Date

Kb Initial

April 18, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Ben Clark Training Center License Agreement-California Highway Patrol, Riverside, County of Riverside

Project Number: 0412500011

Project Location: 16971 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) entered into a license agreement between the County of Riverside (County) and the California Highway Patrol on September 12, 2017 for the use of facilities at BCTC for training purposes. The existing lease with the California Highway Patrol for the use of the facilities at BCTC includes use of the classrooms, the mat room, and range facilities. The California Highway Patrol is seeking to amend the current Standard Agreement Contract to expand their classroom use by an additional 200 square feet. The terms of the lease would allow for the California Highway Patrol to continue ongoing public safety operations at the Ben Clark Training Facility and the term of the lease will continue as previously stated, until June 30, 2020. The lease 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 lease. 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, and the California Highway Patrol

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 possibility 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 lease for the continued use and operation of the public safety training facilities at BCTC.

MAY 07 2019 3.9

- Administration, Aviation, Business Intelligence, Cultural Services, Community Services, Custodial, Housing, Housing Authority, Information Technology, Maintenance, Marketing, Economic Development, Edward-Dean Museum, Environmental Planning, Fair & National Date Festival, Foreign Trade, Graffiti Abatement, Parking, Project Management, Purchasing Group, Real Property, Redevelopment Agency, Workforce Development



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Ben Clark Training Center License Agreement-California Highway Patrol,  
Riverside**

**Accounting String: 524830-47220-7200400000 - 0412500011**

DATE: March 5, 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: March 5, 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 # 0412500011**  
Ben Clark Training Center License Agreement-California Highway Patrol, 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 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

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD. 213 A (rev 6/03)

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

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED \_\_\_\_\_ PAGES

AGREEMENT NUMBER 17C093000	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

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

STATE AGENCY'S NAME

California Department of Highway Patrol

CONTRACTOR'S NAME

County Of Riverside

2. The term of this

Agreement is 01/01/2019 through 06/30/2020

3. The maximum amount of this Agreement after this Amendment is

\$ 1,269,942.80 One Million Two Hundred Sixty Nine Thousand Nine Hundred Forty Two Dollars and Eighty Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made are part of the Agreement and incorporated herein:

1- Agreement number 17C093000, approved 11/6/2017, is hereby amended to add additional 200 Sq. Ft. at a cost of \$468.60 per month.

2- The amount of \$8,434.80 has been added. The maximum dollar value of this Agreement shall now be \$1,269,942.80

3- Exhibit A, 9. UTILITIES, revised as:

- The following sentence is deleted, "In addition, COUNTY shall provide internet infrastructure for all office space used by CHP."
- The paragraph now reads: "COUNTY shall provide, or cause to be provided, all utility services, including, but not limited to, electric, water, gas, refuse collection and sewer services necessary for the operation, maintenance and use of the premises."

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 4/17/19  
 WESLEY W. STANFIELD DATE

All other terms and conditions remain the same.

ATTEST:  
 KECIA R. HARPER, Clerk  
 BY: [Signature]  
 DEPUTY

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

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

County Of Riverside

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kevin Jeffries, Chairman, Board of Supervisors

ADDRESS

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

**STATE OF CALIFORNIA**

AGENCY NAME

Department of California Highway Patrol

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

P. Slinely, Assistant Chief, Administrative Services Division

ADDRESS

P.O Box 912898, Sacramento, CA 912898-0001

CALIFORNIA  
 Department of Technology  
 Use Only



Exempt Per: \_\_\_\_\_

**EXHIBIT A  
LICENSE AGREEMENT**

**BEN CLARK PUBLIC SAFETY TRAINING CENTER**

The **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL, LICENSEE**, hereinafter referred to as “**CHP**”, and the **COUNTY OF RIVERSIDE, a political subdivision of the State of California, LICENSOR**, hereinafter referred to as “**COUNTY**”, do hereby agree as follows:

The term “Parties” may be used throughout this document to collectively refer to **CHP** and **COUNTY**.

1. **AGREEMENT.** County agrees to supply adequate office and classroom space, as well as the use of Mat room, and range facilities for the purpose for teaching criminal justice courses at the COUNTY’s facility known as the Ben Clark Public Safety Training Center (BCTC), or other locations as deemed appropriate between the parties. The designated classrooms, offices, Mat, and range facilities currently utilized by the CHP are attached hereto and incorporated herein as Exhibit B. Classroom assignments will be mutually agreed upon between the parties. Any change to assignments for any of the space mentioned above must be in writing and will be mutually agreed upon between the parties.
2. **TERM.** The term of this Agreement shall be from July 1, 2017 through June 30, 2020. In the event the parties intend to renew this Agreement at the end of the term, and the parties have not yet finalized a renewal Agreement, the terms and conditions of this Agreement will continue in full force and effect, on a month-to-month basis, until a new Agreement can be completed, approved and signed by all parties. In the event the finalized, executed renewal Agreement includes an increase in costs to the CHP, CHP shall promptly make up the payment difference between the current rate and the new rate.
3. **PAYMENT BASIS.** CHP agrees to compensate COUNTY at rates established and adopted by the County Board of Supervisors (County Board Policy H-30). Said rates are based on total square footage of all space utilized by CHP, on an hourly, a half or whole day’s usage. The exception to a square footage charge would be the use of the Range, which is a flat rate per half or whole day usage. CHP shall be notified by COUNTY of any proposed change in rates to be charged prior to COUNTY’s submittal to the Board of Supervisors for adoption, and CHP shall be given an opportunity to review and approve the proposed change with COUNTY personnel. Any rate increases shall take effect at the beginning of the COUNTY’s next fiscal year, beginning July 1, and each anniversary thereafter. CHP understands Extra Duty charges may be incurred any time range is used outside of normal operating hours. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit D.

**EXHIBIT A**  
**LICENSE AGREEMENT**

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

Any improvements or alterations which are made, or fixtures installed, or caused to be made and installed by CHP shall become the property of COUNTY with the exception of trade fixtures as that term is defined in Section 1019 of the Civil Code. At or prior to expiration of this Agreement, CHP may remove such trade fixtures. In the event removal causes injury or damage to the premises, CHP shall restore the premises to the original condition, as nearly as practicable. If such trade fixtures are not removed by CHP, COUNTY may at its election either: 1) remove and store them, restoring the premises to its original condition and within thirty (30) days of removal and storage, seek reimbursement of any costs associated therewith; or 2) take and hold such fixtures as its sole property.

5. **SIGNS.** Other than the signs, displays or other forms of advertising which CHP already has in place, CHP shall not add any additional signage, displays or advertising without the written consent of COUNTY. Said approval shall not be unreasonably withheld.
6. **FURNITURE AND EQUIPMENT.** COUNTY shall provide furniture in the classroom areas. CHP shall have the right to install portable equipment and fixtures as may be necessary for conducting classes and such equipment shall remain the property of CHP. CHP shall provide all office furniture and equipment that may be required for conducting business by CHP.
7. **INGRESS AND EGRESS.** CHP shall be permitted ingress and egress to and from the premises through such doors and routes as are designated by the COUNTY through its Sheriff's Department and COUNTY Fire Department.
8. **CUSTODIAL MAINTENANCE.** COUNTY shall provide for custodial services in connection with the premises and shall maintain the premises in good working order and repair.
9. **UTILITIES.** COUNTY shall provide, or cause to be provided, all utility services, including, but not limited to, electric, water, gas, refuse collection and sewer services necessary for the operation, maintenance and use of the premises. ~~In addition, COUNTY shall provide internet infrastructure for all office space used by CHP.~~
10. **INSPECTION OF PREMISES.** COUNTY shall have, at any time during normal business hours, the right to enter the premises used by CHP for the

**EXHIBIT A  
LICENSE AGREEMENT**

purpose of inspecting, monitoring and evaluating the obligations of CHP hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement. COUNTY will do everything possible in connection with any inspections to see that classes in session at the time of inspection are disrupted as little as possible.

11. **QUIET ENJOYMENT.** CHP shall have, hold and quietly enjoy the use of the premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Agreement.
12. **TERMINATION BY COUNTY.** COUNTY shall have the right to terminate this agreement forthwith if CHP:
  - a) Files for voluntary or involuntary bankruptcy;
  - b) Makes a general assignment or CHP's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors;
  - c) Abandons the premises; or
  - d) Refuses to meet any of its obligations hereunder or as otherwise provided by law.
13. **TERMINATION BY EITHER PARTY.** Notwithstanding the provisions in Paragraph 12 above, either party may terminate this Agreement upon notice in writing to the other party of not less than thirty (30) days prior to the effective date of termination. Whether termination is by COUNTY or CHP, it will coincide with the end of a semester.
14. **INSURANCE.** Without limiting or diminishing the CHP's obligation to indemnify or hold the COUNTY harmless, CHP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
  - A. **WORKER'S COMPENSATION:**

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

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross

**EXHIBIT A**  
**LICENSE AGREEMENT**

liability coverage, covering claims which may arise from or out of CHP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. VEHICLE LIABILITY:**

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

**D. PROFESSIONAL LIABILITY:**

CHP shall maintain Professional Liability Insurance providing coverage for CHP's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CHP Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CHP shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CHP has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. GENERAL INSURANCE PROVISIONS - ALL LINES:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

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

**EXHIBIT A**  
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3) CHP shall cause CHP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CHP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CHP has become inadequate.

6) CHP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

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

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15. **INDEMNIFICATION/HOLD HARMLESS.** CHP 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 CHP, 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 COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and CHP shall defend at its expense, including attorney fees, expert fees and investigation fees COUNTY, 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 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.

COUNTY shall indemnify and hold CHP, 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 COUNTY, 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 CHP by the provisions of California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, expert fees and investigation fees CHP, 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 CHP 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.

16. **LIMITATIONS.** 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 CHP 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 natural disaster or a catastrophic event and in that case, notice shall be as soon as possible after the decision to do the closure.

All range firing will be under the direct supervision of Range Safety Officers who have completed POST approved firearms instructor certification course or satisfactorily completed the Ben Clark Training Center's prescribed Range Safety



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LICENSE AGREEMENT**

Officer's course. A copy of all Range Safety Officer certifications must be on file with the Sheriff prior to the use of the firing ranges. CHP shall comply with all Facility Use Rules.

17. **NOTICES.** Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below, or to such other addresses as from time to time shall be designated by the respective parties.

**COUNTY OF RIVERSIDE**

Stan Sniff, Sheriff  
P.O. Box 512  
Riverside, CA 92502

**CALIFORNIA HIGHWAY PATROL**

ete Corne o, acilities Coordinator  
acilities Coordinator  
01 N 7th Street  
Sacra ento, CA 95 11

ustin c ough, attalion Chief  
210 W. San Jacinto Avenue  
Perris, CA 92570

enise oren Coelho, Contract Analyst  
usiness Services Section  
01 N 7th Street  
Sacramento, CA 95 11

**ECONOMIC DEVELOPMENT AGENCY**

Assistant County Executive Officer  
County of Riverside  
3403 10<sup>th</sup> Street, Suite 500  
Riverside, CA 92501

An information copy of any notice to COUNTY shall also be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1<sup>st</sup> Floor  
Riverside, CA 92501

18. **CONFORMITY WITH LAW AND SAFETY.** CHP 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.

**ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, CHP shall immediately notify the BCTC staff or Riverside County Sheriff Dispatch department. CHP shall promptly submit to COUNTY a written report, in such

## **EXHIBIT A LICENSE AGREEMENT**

form as may be required by COUNTY of all accidents that occur in connection with this Agreement. This report must include the following information:

- Name and address of the injured or deceased person(s);
- Name and address of CHP's risk manager for purposes of Insurance coverage;
- A detailed description of accident and whether any of COUNTY's equipment, tools, material or staff were involved.

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

**20. ASSIGNMENT.** CHP 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.

**21. EMPLOYEES AND AGENTS OF CHP.** It is understood and agreed that all persons hired or engaged by the **Riverside Community College District** shall be considered to be employees or agents of CHP and not of COUNTY.

**22. BINDING ON SUCCESSORS.** CHP, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.

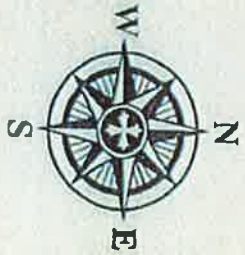
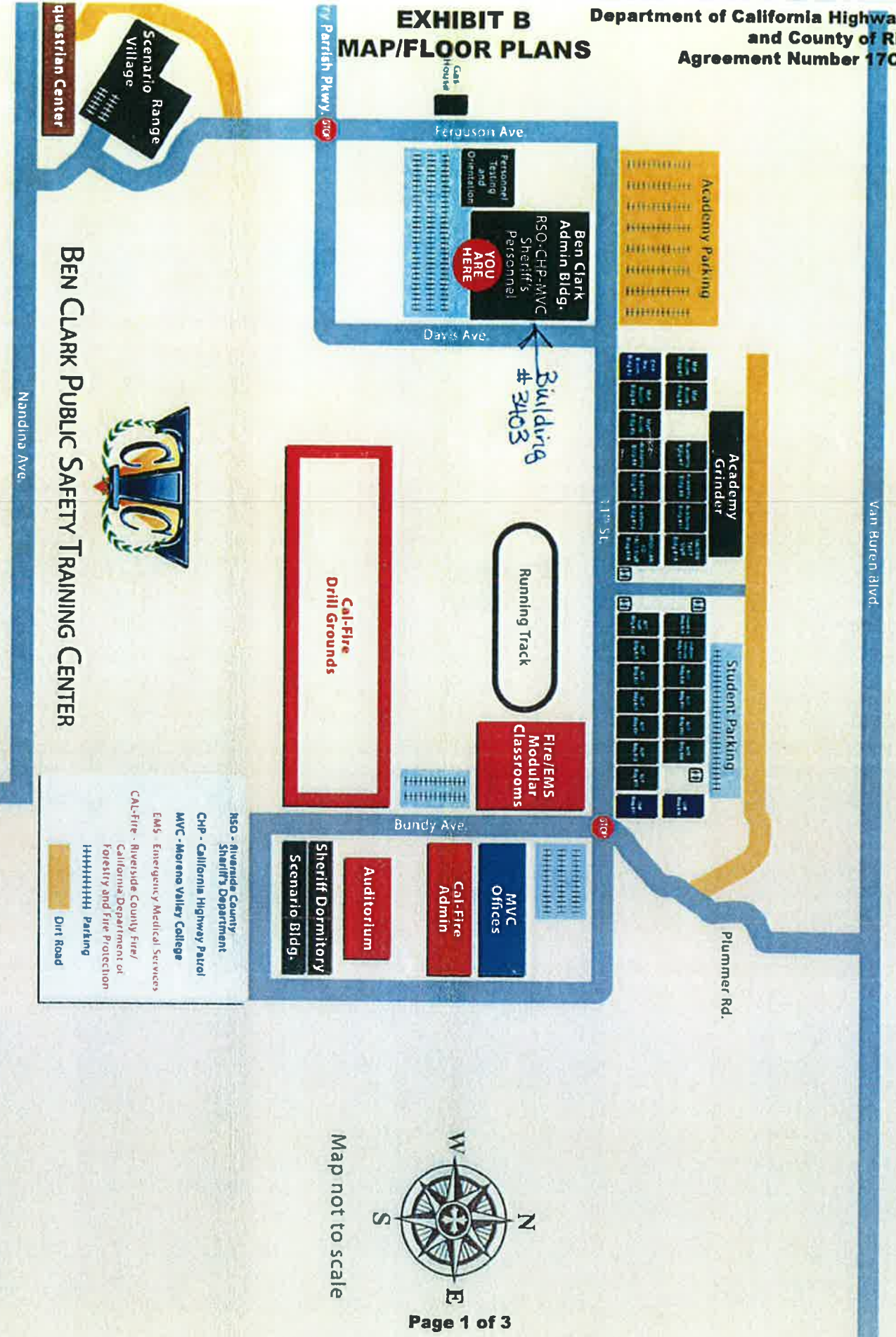
**23. SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions shall continue in full force and effect.

**24. NON-DISCRIMINATION.** The parties assure that they 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.

**EXHIBIT A  
LICENSE AGREEMENT**

25. **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.
26. **ENTIRE AGREEMENT.** This Agreement may be changed or modified only upon the written consent of the parties. This Agreement is intended by the parties 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.
27. **APPROVAL.** This License Agreement requires the approval of the Riverside County Board of Supervisors, Department of California Highway Patrol and the Department of General Services.

# EXHIBIT B MAP/FLOOR PLANS



Map not to scale

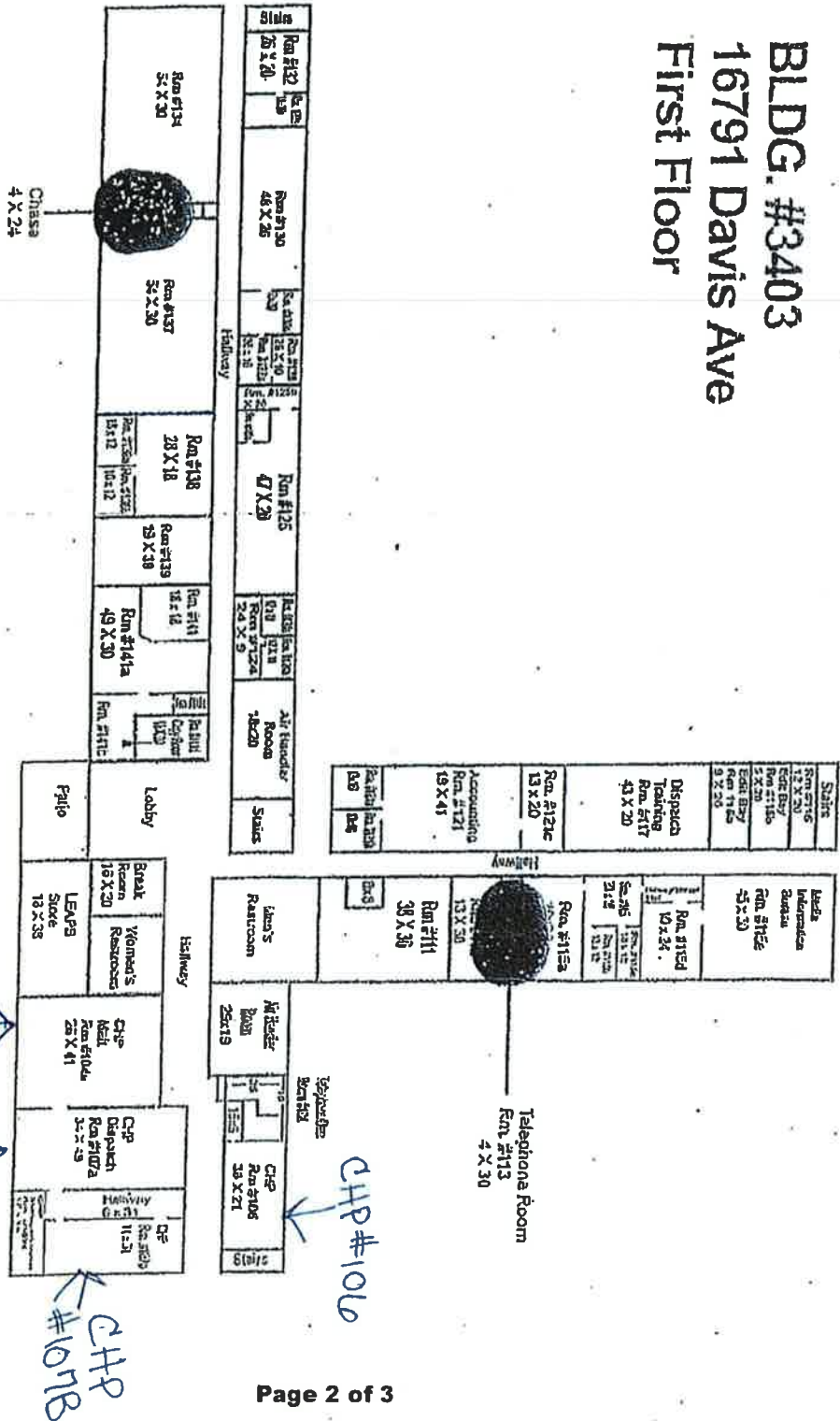
BEN CLARK PUBLIC SAFETY TRAINING CENTER



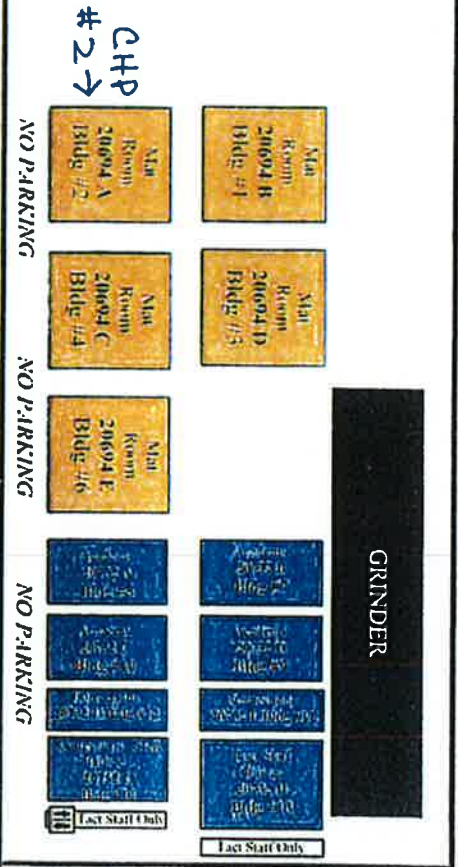
Nandina Ave

**EXHIBIT B**  
**MAP/FLOOR PLANS**

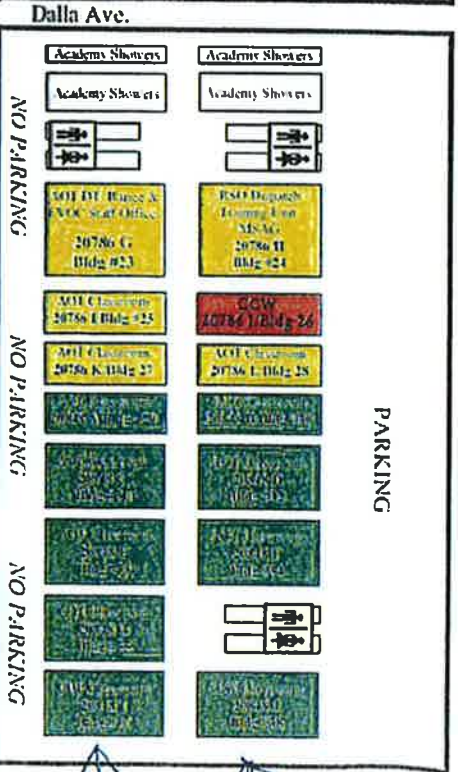
**BLDG. #3403**  
**16791 Davis Ave**  
**First Floor**



Davis Ave. **MAP/FLOOR PLANS** 12th Street



BEN CLARK TRAINING CENTER  
 RIVERSIDE COUNTY  
 SHERIFF'S DEPARTMENT  
 MODULAR  
 OFFICES & CLASSROOMS  
 (Not to Scale)



Bundy Ave. Plummer Street

GTC 04/2017

EXHIBIT C

**GENERAL TERMS AND CONDITIONS**

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

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

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

10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

**EXHIBIT D  
LEASE RATES**

Department of California Highway Patrol  
and County of Riverside  
Agreement Number 17C0930005

**RIVERSIDE COUNTY SHERIFF'S DEPARTMENT  
BEN CLARK PUBLIC SAFETY TRAINING CENTER  
LEASE RATES**

PHYSICAL LOCATION	COUNTY BUILDING NUMBER	FLOORPLAN NUMBER	BUILDING LETTER or NUMBER	DESCRIPTION	SQUARE FOOTAGE	CHARGE PER SQUARE FOOT	CHP YEARLY LEASE RATE	CHP MONTHLY RATE
20694 11th Street	MV1234	20694 A	2	CHP MAT ROOM	3,480	* 0.10/Day	\$ 87,000.00	\$ 7,250.00
16791 Davis Avenue, 1st Floor	MV1204	107a	3403	CHP DISPATCH CENTER	1,666	* 0.16/Day	\$ 66,640.00	\$ 5,553.33
16791 Davis Avenue, 1st Floor	MV1204	106	3403	CHP OFFICE	720	2.13/Month	\$ 18,403.20	\$ 1,533.60
16791 Davis Avenue, 1st Floor	MV1204	104a	3403	CHP CPVE OFFICE	1,066	2.13/Month	\$ 27,246.96	\$ 2,270.58
16791 Davis Avenue, 1st Floor	MV1204	107b	3403	CHP DISPATCH OFFICE	1,122	2.13/Month	\$ 28,678.32	\$ 2,389.86
20848 11th Street	MV 057	37	I	CHP MODULAR	2,160	2.13/Month	\$ 55,209.60	\$ 4,600.80
20848 11th Street	MV 058	38	J	CHP MODULAR	2,160	2.13/Month	\$ 55,209.60	\$ 4,600.80
<b>TOTAL CHARGES</b>							<b>\$ 338,387.68</b>	<b>\$ 28,198.97</b>

\* RATES BASED ON 250 TRAINING DAYS  
\*\* Removed 200D per CHP Officer Dave Lee

**EXHIBIT E  
 RATE SHEET  
 FOR  
 BEN CLARK PUBLIC SAFETY TRAINING CENTER**

<u>Fee Type</u>	<u>Rate</u>	<u>Usage</u>
Office	\$ 2.13	Per Square Foot Per Month
Classroom	\$ 0.18 \$ 0.08	Per Square Foot Per Day 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 \$ 0.05	Per Square Foot Per Day Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)
Lodging	\$ 34.00	Per Night Per Guest
Range	\$ 413.76 \$ 208.88	Per Day Per Bay 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	\$ 0.0069 \$ 0.0030	Per Square Foot Per Day Per Square Foot Per Half Day (Minimum use 4 hours = Half Day)

**EXHIBIT F  
COUNTY POLICY**

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

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
<b>BEN CLARK PUBLIC SAFETY TRAINING CENTER FACILITY USE</b>	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