

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



**ITEM**  
3.15  
(ID # 10921)

**MEETING DATE:**

Tuesday, October 8, 2019

**FROM:** ECONOMIC DEVELOPMENT AGENCY (EDA):

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA), STATE OF CALIFORNIA: A Resolution of the Board of Supervisors of the County of Riverside Ratifying and Approving the State of California Standard Agreement (C5608465) between the State of California, Department of Corrections and Rehabilitation and the County of Riverside for a License Agreement for continued use of the Ben Clark Public Safety Training Center through June 30, 2021; District 1, CEQA Exempt, (Clerk of the Board to File the Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301 and 15061 9(b) (3);
2. Adopt Resolution No. 2019-212, ratifying and approving the State of California Standard Agreement C5608465 between Department of Corrections and Rehabilitation and County of Riverside for use of Ben Clark Public Safety Training Center (BCTC);
3. Authorize the Chairman of the Board to execute the State of California Standard Agreement C5608465 between Department of Corrections and Rehabilitation and County of Riverside for use of BCTC;

**ACTION:Policy**

Robert Field, Assistant County Executive Officer/ECD

9/24/2019

Matthew Aveling, Chief Sheriff's Dept.

9/24/2019

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

**Ayes:** Jeffries, Spiegel and Hewitt  
**Nays:** None  
**Absent:** Washington and Perez  
**Date:** October 8, 2019  
**xc:** EDA

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

4. Authorize the Assistant County Executive Officer/ECD, or designee, to execute the Contractor Certification Clauses, Payee Data Record and OBS 1510 California Civil Rights Laws Certification Forms on behalf of the County; and
5. Direct Clerk of the Board to file the Notice of Exemption with the County within five business days of approval of the project.

<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: 2019/20 – 2020/21</b>	

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

**BACKGROUND:**

**Summary**

The Department of Corrections and Rehabilitation will utilize the Ben Clark Public Safety Training Center (BCTC) for the term as indicated below for their Office of Internal Affairs (OIA) for specialized tactical training exercises. The Department of Corrections and Rehabilitation agrees to compensate the County at the rates established and adopted by the County of Riverside Board of Supervisors (County Board Policy H-30). Said rates are based on the total square footage of all space utilized by the Department of Corrections and Rehabilitation, on an hourly, a half or whole day's usage.

In addition, as per the State of California Standard Agreement number C5608465, attached hereto, the maximum amount of the agreement to reimburse the County is \$6,109.92.

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

The contract terms are as follows:

Lessee: State of California, Department of Corrections and Rehabilitation

Premises Location: BCTC, 16791 Davis Avenue, Riverside, CA 92518

Use: Classroom and Scenario Village

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

Term: September 12, 2019 through June 30, 2021

Rent: \$6,109.92

Rental Adjustments: None

Utilities: County

Parking: County

Custodial: County

Maintenance: County

Improvements: None

RCIT costs: None

**Impact on Citizens and Businesses**

This training received at the Ben Clark Public Safety Training Center translates into enhanced performance and smoother operations at all levels during actual emergency for the Department of Corrections and rehabilitation training methods. There is no budget adjustment associated with this transaction.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Revenue of \$6,109.92 will be received from the State of California, Department of Corrections and Rehabilitation. All associated costs for the State of California Standard Agreement Contract Number C5608465 will be fully reimbursed by BCTC through State funds by the State of California, Department of Corrections and Rehabilitation. There is no budget adjustment associated with this transaction.

The attached State of California Standard Agreement C5608465 and resolution has been reviewed and approved by County Counsel as to legal form.

**Attachments:**

- State of California Standard Agreement C5608465
- Supplement Government Payee Data Record Form, Payee Data Record
- California Civil Rights Laws Certification Form

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

- Certificate of Insurance
- BCTC License Agreement (Attachment 1)
- Resolution Number 2019-212
- Notice of Exemption
- Aerial Map

RF:HM:VY:SG:CC:jb 011SH  
Minute Traq ID: 10921

  
Rohini Dasika, Deputy Director of Admin. 9/27/2019

  
Gregory V. Priamos, Director County Counsel 9/26/2019

1 Board of Supervisors

County of Riverside

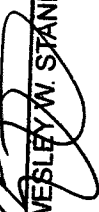
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3 RESOLUTION NO. 2019-212

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
5 RIVERSIDE RATIFYING AND APPROVING THE STATE OF CALIFORNIA STANDARD  
6 AGREEMENT (C5608465) BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF  
7 CORRECTIONS AND REBAHILITATION AND THE COUNTY OF RIVERSIDE FOR A  
8 LICENSE AGREEMENT FOR CONTINUED USE OF THE BEN CLARK PUBLIC SAFETY  
9 TRAINING CENTER THROUGH JUNE 30, 2021.

10 WHEREAS, the Department of Corrections and Rehabilitation (“State of California”)  
11 and the County of Riverside (“County”) desire to enter into a license agreement for use of the  
12 Ben Clark Training Center (“BCTC”) by the State for use of the class rooms and scenario  
13 village facilities for training courses; and

14 WHEREAS, the County has reviewed and determined that the State of California  
15 Standard Agreement, Agreement No. C5608465, between the State of California and the County  
16 is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to  
17 State CEQA Guidelines Section 15301 and 15061 (b) (3) because the proposed project is the  
18 continuation of use of existing facilities and will have no significant impact on the environment.

19 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the  
20 Board of Supervisors of the County of Riverside (“Board”), in regular session assembled on  
21 October 8, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors  
22 located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside,  
23 California, that this Board hereby finds that the environmental impacts of the project have been  
24 sufficiently assessed and have determined that the activity in question will not have a significant  
25 effect on the environment; the proposed action qualifies for exemption under State CEQA  
26 Guidelines Section 15301 and 15061 (b) (3) because the proposed license agreement is for the  
27 use of existing facilities which include no expansion of existing facilities and will have no  
28 significant impact on the environment.

COUNTY APPROVED COUNTY COUNSEL  
BY:  WESLEY W. STANFIELD  
DATE: 9/25/2019

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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board ratify and approve the State Standard Agreement, Agreement No. C5608465 between the State of California and County, for the use of BCTC's class room and scenario village facilities.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of the Board is authorized to execute the State of California Standard Agreement (C560845) between the State of California and County of Riverside for use of BCTC.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Assistant County Executive Officer/ECD, or designee, is authorized to execute the Contractor Certification Clauses, Payee Data Record and California Civil rights Laws Certification.

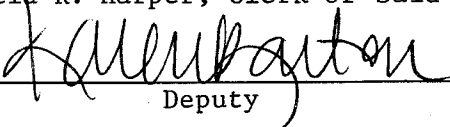
BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Clerk of the Board is directed to file the notice of Exemption with the County Clerk within five (5) business days of approval by the Board.

CC:ar/082719/011SH/20.742, State Contract C5608465

ROLL CALL:

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

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

10.08.19 3.15

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER <b>C5608465</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTOR NAME

County of Riverside

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.

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

\$6,109.92 Six Thousand One Hundred Nine Dollars and Ninety Two Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B-1	Rate Sheet	1
Exhibit C *	General Terms and Conditions 04/2017	4
Exhibit D	Special Terms and Conditions for Public Entity Agreements	13
Attachment 1	License Agreement	7

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

County of Riverside

CONTRACTOR BUSINESS ADDRESS

3403 10th Street, Suite 400

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

KEVIN JEFFRIES

TITLE

Chairman, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/8/19

FORM APPROVED COUNTY COUNSEL

BY:

WESLEY W. STANFIELD

DATE

9/25/2019

ATTEST:

KECIA R. HARPER, Clerk

By: *[Signature]*  
DEPUTY

OCT 08 2019 3.15

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

C5608465

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Corrections and Rehabilitation

CONTRACTING AGENCY ADDRESS

9838 Old Placerville Road, Suite 2-B

CITY

Sacramento

STATE

CA 958

ZIP

PRINTED NAME OF PERSON SIGNING

NIKKI GUNTER

TITLE

Chief, Service Contracts Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

10/22/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

I hereby certify that all conditions for exemption have been complied with and this contract is exempt from the Department of General Services Approval. Exempt from DGS approval per DGS Exemption Letter # 9.

By:

Date:

10/22/19



## TACTICAL TRAINING FACILITIES SERVICES

### I. Introduction

The Contractor shall provide use of the entire Scenario Village and range classroom located at 16791 Davis Avenue, Riverside, CA 92518, to the California Department of Corrections and Rehabilitation (CDCR), Office of Internal Affairs (OIA) to be used for specialized tactical training exercises.

### II. Contractor Responsibilities

- The Contractor shall provide the Scenario Village and classroom designed for law enforcement agencies' use. The facilities shall be simulation use capable and shall contain a briefing room. The facility shall have separate male and female designed restrooms located on-site. The Contractor shall provide adequate parking for assigned state vehicles enough to accommodate at least 40 cars.
- The Contractor shall provide a power point projector, screen and white board to be used for classroom instruction with tables and seats to accommodate at least 40 students and instructors.
- The Contractor will have the facility available two (2) consecutive days/three (3) times a year, for a total of six (6) days a year to CDCR/OIA, when the Riverside Sheriff's Department staff are present for training events. The Contractor will have the classroom available for half a day instruction two (2) times a year and the Scenario Village for practical/tactical entry training for one and a half days, twice (2) a year. The dates and times of the events will be mutually agreed upon by the Contractor and CDCR/OIA.
- For scheduling and availability of facilities, La Tonya Taylor will be the Contractor's contact person. Ms. Taylor's contact information is as follows:

Phone Number: 951-486-2940  
Main Number: 951-486-2800  
Fax Number: 951-486-2799  
E-Mail Address: [LTaylor3@riversidesheriff.org](mailto:LTaylor3@riversidesheriff.org)

### **III. CDCR/OIA Responsibilities**

- The CDCR/OIA will provide its own safety/training equipment.
- The CDCR/OIA will provide Scenario Safety Officers and Tactical Instructors.
- The CDCR/OIA will be responsible for cleaning the tactical training facility after each use; the cleaning supplies will be provided by the Contractor.
- If damage occurs as a result of a CDCR/OIA training event (e.g. holes in walls, punctured floor mats), it will be discussed between the Contractor and CDCR/OIA. If the damages are mutually agreed upon by both parties, the Contractor will bill CDCR/OIA for the damage at the end of the training event along with the rental fees.

### **IV. Department of Corrections & Rehabilitation Contact Information**

Should questions or problems arise during the term of this contract, the Contractor should contact the following offices;

- **Billing Payment Issues:**  
Headquarters Accounting Office  
Phone Number: (916) 255-2042  
Fax Number: (916) 255-5418
- **Scope of Work/Performance Issues:**  
Office of Internal Affairs-Southern Region: Kim Balch  
Phone Number: (909) 581-3125  
Fax Number: (909) 989-3405
- **General Contracting Issues**  
Office of Business Services  
Phone Number: (916) 255-5672  
Fax Number: (916) 255-6187

1. **Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein on Exhibit B-1 Rate Sheet, and made a part of this Agreement. Exhibit B-1 Rate Sheet shall remain in force for the stated term of this Agreement and shall include every item of expense, direct and indirect, including taxes incidental to the specified rates.
- b. Invoices shall include the Agreement Number, Purchase Order Number and shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below.
- c. The Contractor also has the option to submit their invoices electronically to the appropriate email address listed below. The Contractor must use the name on the Agreement and the Agreement Number on the subject line of the email. The email must include an attached PDF file of the invoice, in accordance with the information above, and must reference the institution acronym and invoice number. Separate emails shall be sent for contracts with more than one participating institution, facility, office and/or site with the invoice information as stated above.

2. **Budget Contingency Clause**

- a. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor, or to furnish any other considerations under this Agreement, and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. **Subcontractors**

Nothing contained in this Agreement, or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of Contractor's responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the

State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Advanced Payment for Non-Profit Organizations**

Pursuant to Government Code Section (GC) 11019, upon review and approval of CDCR, the Contractor may request an advance payment for the fiscal year(s) covered by this agreement, which shall not exceed twenty five percent (25%) of the annual budget for each fiscal year. The CDCR will review and determine the need for an advance payment using the criteria contained in the department's procedures for advance payments to Community-Based, Private, Non-Profit Organizations, CDCR shall recover one-twelfth (1/12) of the advance payment each month by the reduction of monthly invoices submitted for payment by the Contractor in accordance with the project budget amount for each fiscal year of the agreement.

RATE SHEET

- I. **Narrative:** The following kinds of type have been taken into consideration in determining the total sum of this Agreement. Only actual expenditures will be charged.

Fiscal Years 18/19				
A	Daily Facilities Rates	Costs	# of days	
B	Scenario Village (8 hours)	\$413.76	3	\$1,241.28
C	Scenario Village (4 hours)	\$206.88	3	\$620.64
D	Range Classroom (4 hours)	\$58.24	3	\$174.72
Subtotal:		\$678.88	Subtotal for 3 days	\$2,036.64

Fiscal Years 19/20				
A	Daily Facilities Rates	Costs	# of days	
B	Scenario Village (8 hours)	\$413.76	3	\$1,241.28
C	Scenario Village (4 hours)	\$206.88	3	\$620.64
D	Range Classroom (4 hours)	\$58.24	3	\$174.72
Subtotal:		\$678.88	Subtotal for 3 days	\$2,036.64

Fiscal Years 20/21				
A	Daily Facilities Rates	Costs	# of days	
B	Scenario Village (8 hours)	\$413.76	3	\$1,241.28
C	Scenario Village (4 hours)	\$206.88	3	\$620.64
D	Range Classroom (4 hours)	\$58.24	3	\$174.72
Subtotal:		\$678.88	Subtotal for 3 days	\$2,036.64
Agreement Term:				3 Years
Agreement Total (Not to Exceed)				\$6,109.92

Cost Per FY:	\$2,036.64
Agreement Term:	3 Years
Agreement Total (Not to Exceed)	\$6,109.92

**NOTES:**

1. Quote is based on use of Ben Clark Training Center Facilities
2. Class size is limited to 40 students
3. Registration of students shall be completed by CDCR

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

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).)

1. **Contract Disputes with Public Entities** (Supersedes provision number 6, Disputes, of Exhibit C)

As a condition precedent to Contractor's right to institute and pursue litigation or other legally available dispute resolution process, if any, Contractor agrees that all disputes and/or claims of Contractor arising under or related to the Agreement shall be resolved pursuant to the following processes. Contractor's failure to comply with said dispute resolution procedures shall constitute a failure to exhaust administrative remedies.

Pending the final resolution of any such disputes and/or claims, Contractor agrees to diligently proceed with the performance of the Agreement, including the delivering of goods or providing of services. Contractor's failure to diligently proceed shall constitute a material breach of the Agreement.

The Agreement shall be interpreted, administered, and enforced according to the laws of the State of California. The parties agree that any suit brought hereunder shall have venue in Sacramento, California, the parties hereby waiving any claim or defense that such venue is not convenient or proper.

A county, city, district or other local public body, state board or state commission, another state or federal agency, or joint-powers authority shall resolve a dispute with CDCR, if any, through a meeting of representatives from the entities affected. If the dispute cannot be resolved to the satisfaction of the parties, each entity may thereafter pursue its right to institute litigation or other dispute resolution process, if any, available under the laws of the State of California.

2. **Confidentiality of Data**

All financial, statistical, personal, technical and other data and information relating to State's operation, which are designated confidential by the State and made available to carry out this Agreement, or which become available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure.

If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used with the written consent of the State. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data already rightfully in the Contractor's possession that is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Agreement is subject to all of the requirements of California Government Code Section 11019.9 and California Civil Code Sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

**3. Accounting Principles**

The Contractor will adhere to generally accepted accounting principles as outlined by the American Institute of Certified Public Accountants. Dual compensation is not allowed; a contractor cannot receive simultaneous compensation from two or more funding sources for the same services performed even though both funding sources could benefit.

**4. Taxes**

Unless required by law, the State of California is exempt from federal excise taxes.

**5. Right to Terminate** (Supersedes provision number 7, Termination for Cause, of Exhibit C)

The parties hereto agree that either party may cancel this Agreement by giving the other party written notice thirty (30) days in advance of the effective date of such cancellation. In the event of such termination, the State agrees to pay Contractor for actual services rendered up to and including the date of termination.

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.

**6. Contract Suspension**

Notwithstanding any other provisions of this Agreement, pursuant to a Governor's Executive Order or equivalent directive, such as a court order or an order from a federal or state regulatory agency, mandating the suspension of state contracts, the State may issue a Suspension of Work Notice. The Notice shall identify the specific Executive Order or directive and the Agreement number(s) subject to suspension. Unless specifically stated otherwise, all performance under the Agreement(s) must stop immediately upon receipt of the Notice. During the period of contract suspension, Contractor is not entitled to any payment for the suspended work. Once the order suspending state contracts has been lifted, a formal letter from the Department will be issued to the Contractor to resume work.

**7. Extension of Term**

If it is determined to be in the best interest of the State, this Agreement may be amended to extend the term at the rates agreed upon by CDCR and the Contractor.

**8. Contractor Employee Misconduct**

During the performance of this Agreement, it shall be the responsibility of the Contractor whenever there is an incident of use of force or allegation(s) of employee misconduct associated with and directly impacting inmate and/or parolee rights, to immediately notify the CDCR of the incident(s), to cause an investigation to be conducted, and to provide CDCR with all relevant information pertaining to the incident(s). All relevant information includes, but is not limited to: a) investigative reports; b) access to inmates/parolees and the associated staff; c) access to employee personnel records; d) that information reasonably

necessary to assure CDCR that inmates and/or parolees are not or have not been deprived of any legal rights as required by law, regulation, policy and procedures; and e) written evidence that the Contractor has taken such remedial action, in the event of unnecessary or excessive force, or employee misconduct with inmates and/or parolees, as will assure against a repetition of incident(s) or retaliation. To the extent that the information provided by the Contractor fails to so assure CDCR, CDCR may require that any implicated Contractor staff be denied access to and the supervision of CDCR inmates and/or parolees at the facility and access to inmate and/or parolee records. Notwithstanding the foregoing, and without waiving any obligation of the Contractor, CDCR retains the power to conduct an independent investigation of any incident(s). Furthermore, it is the responsibility of the Contractor to include the foregoing terms within any and all subcontracts, requiring that subcontractor(s) agree to the jurisdiction of CDCR to conduct an investigation of their facility and staff, including review of subcontractor employee personnel records, as a condition of the Agreement.

**9. Subcontracting**

Services provided are to be performed primarily with the staff of the public entity or, in the case of educational institutions, auxiliaries or foundations, by the faculty, staff or students associated with the particular institution. Agreements are not to be used by state agencies to circumvent the competitive bidding requirements of Public Contract Code Section 10340.

If more than twenty-five (25) percent of the total contract amount or \$50,000.00, whichever is less, is subcontracted, non-competitive bid approval must be obtained from the Secretary of CDCR and the Department of General Services prior to the commencement of services, unless the subcontract was competitively bid or the subcontractor(s) also qualifies as a state agency, governmental agency, or joint power.

**10. Subcontractor/Consultant Information**

Contractor is required to identify all subcontractors and consultants who will perform labor or render services in the performance of this Agreement. Additionally, the Contractor shall notify the Department of Corrections and Rehabilitation, Office of Business Services, in writing, within ten (10) working days, of any changes to the subcontractor and/or consultant information.

**11. Liability for Nonconforming Work**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of the project, CDCR, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing CDCR for any additional expenses incurred to cure such defects.

**12. Temporary Nonperformance**

If, because of mechanical failure or for any other reason, the Contractor shall be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means and shall be

reimbursed by the Contractor for any additional costs above the Agreement price.

### **13. Contract Violations**

The Contractor acknowledges that any violation of Chapter 2, or any other chaptered provision of the Public Contract Code (PCC), is subject to the remedies and penalties contained in PCC Sections 10420 through 10425.

### **14. Employment of Ex-Offenders**

Contractor cannot and will not either directly, or on a subcontract basis, employ in connection with this Agreement:

- a. Ex-Offenders on active parole or probation, who have been on active parole or probation during the last three years preceding their employment;
  1. Contractor shall only employ ex-offenders who can provide written evidence of having satisfactorily completed parole or probation, and who have remained off parole or probation, and have had no arrests or convictions within the past three years.
- b. Ex-offenders convicted of drug trafficking in a prison/jail; escape or aiding/abetting escape; battery on a Peace Officer or Public Official; arson offenses; or, any violations of Penal Code Sections 4570-4574 (unauthorized Communications with Prisons and Prisoners Offenses).
- c. Ex-Offenders are required to register as a sex offender pursuant to Penal Code Section 290.
- d. Any ex-offender who has an offense history involving a "violent felony" as defined in subparagraph (c) of Penal Code Section 667.5; or
- e. Any ex-offender in a position which provides direct supervision of parolees.

An ex-offender whose assigned duties involve administrative or policy decision-making, accounting, procurement, cashiering, auditing, or any other business-related administrative function shall be fully bonded to cover any potential loss to the State or contractor. Evidence of such bond shall be supplied to CDCR prior to employment of the ex-offender.

### **15. Conflict of Interest**

The Contractor and their employees shall abide by the provisions of Government Code (GC) Sections 1090, 81000 et seq., 82000 et seq., 87100 et seq., and 87300 et seq., Public Contract Code (PCC) Sections 10335 et seq. and 10410 et seq., California Code of Regulations (CCR), Title 2, Section 18700 et seq. and Title 15, Section 3409, and the Department Operations Manual (DOM) Section 31100 et seq. regarding conflicts of interest.

#### **a. Contractors and Their Employees**

Consultant contractors shall file a Statement of Economic Interests, Fair Political Practices Commission (FPPC) Form 700 prior to commencing services under the Agreement, annually during the life of the Agreement, and within thirty (30) days after

the expiration of the Agreement. Other service contractors and/or certain of their employees may be required to file a Form 700 if so requested by the CDCR or whenever it appears that a conflict of interest may be at issue. Generally, service contractors (other than consultant contractors required to file as above) and their employees shall be required to file an FPPC Form 700 if one of the following exists:

- (1) The Agreement service has been identified by the CDCR as one where there is a greater likelihood that a conflict of interest may occur;
- (2) The Contractor and/or Contractor's employee(s), pursuant to the Agreement, makes or influences a governmental decision; or
- (3) The Contractor and/or Contractor's employee(s) serves in a staff capacity with the CDCR and in that capacity participates in making a governmental decision or performs the same or substantially all the same duties for the CDCR that would otherwise be performed by an individual holding a position specified in the CDCR's Conflict of Interest Code.

**b. Current State Employees**

- (1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- (2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- (3) In addition to the above, CDCR officials and employees shall also avoid actions resulting in or creating an appearance of:
  - (a) Using an official position for private gain;
  - (b) Giving preferential treatment to any particular person;
  - (c) Losing independence or impartiality;
  - (d) Making a decision outside of official channels; and
  - (e) Affecting adversely the confidence of the public or local officials in the integrity of the program.
- (4) Officers and employees of the Department must not solicit, accept or receive, directly or indirectly, any fee, commission, gratuity or gift from any person or business organization doing or seeking to do business with the State.

**c. Former State Employees**

- (1) For the two year (2-year) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Agreement while employed in any capacity by any state agency.
- (2) For the twelve-month (12-month) period from the date he or she left state employment, no former state officer or employee may enter into an Agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed Agreement within the 12-month period prior to his or her leaving state service.

In addition to the above, the Contractor shall avoid any conflict of interest whatsoever with respect to any financial dealings, employment services, or opportunities offered to inmates or parolees. The Contractor shall not itself employ or offer to employ inmates or parolees either directly or indirectly through an affiliated company, person or business unless specifically authorized in writing by CDCR. In addition, the Contractor shall not (either

directly, or indirectly through an affiliated company, person or business) engage in financial dealings with inmates or parolees, except to the extent that such financial dealings create no actual or potential conflict of interest, are available on the same terms to the general public, and have been approved in advance in writing by CDCR. For the purposes of this paragraph, "affiliated company, person or business" means any company, business, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind which has any ownership or control interest whatsoever in the Contractor, or which is wholly or partially owned (more than 5% ownership) or controlled (any percentage) by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders, either directly or indirectly. "Affiliated companies, persons or businesses" include, but are not limited to, subsidiary, parent, or sister companies or corporations, and any company, corporation, nonprofit corporation, partnership, limited partnership, sole proprietorship, or other person or business entity of any kind that is wholly or partially owned or controlled, either directly or indirectly, by the Contractor or by the Contractor's owners, officers, principals, directors and/or shareholders.

The Contractor shall have a continuing duty to disclose to the State, in writing, all interests and activities that create an actual or potential conflict of interest in performance of the Agreement.

The Contractor shall have a continuing duty to keep the State timely and fully apprised in writing of any material changes in the Contractor's business structure and/or status. This includes any changes in business form, such as a change from sole proprietorship or partnership into a corporation or vice-versa; any changes in company ownership; any dissolution of the business; any change of the name of the business; any filing in bankruptcy; any revocation of corporate status by the Secretary of State; and any other material changes in the Contractor's business status or structure that could affect the performance of the Contractor's duties under the Agreement.

If the Contractor violates any provision of the above paragraphs, such action by the Contractor shall render this Agreement void.

Members of boards and commissions are exempt from this section if they do not receive payment other than payment for each meeting of the board or commission, payment for preparatory time and payment for per diem.

#### **16. Notification of Personnel Changes**

Contractor must notify the State, in writing, of any changes of those personnel allowed access to State premises for the purpose of providing services under this Agreement. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

#### **17. Security Clearance/Fingerprinting**

The State reserves the right to conduct fingerprinting and/or security clearance—through the Department of Justice, Bureau of Criminal Identification and Information (BCII)—prior to award and at any time during the term of the Agreement, in order to permit Contractor (and/or Contractor employee) access to State premises. The State further reserves the right to terminate the Agreement should a threat to security be determined.



#### **18. Computer Software**

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

#### **19. Expendable Equipment**

Expendable equipment is defined as expendable items which change with use and have a unit acquisition cost of less than \$5,000 per unit (i.e. fax machines, computers, printers, etc.). Title to any expendable equipment purchased or built with State funds as part of this agreement will vest in the State. The Contractor must retain a listing of expendable equipment purchases that are considered "theft-sensitive" items, such as cameras, calculators, two-way radios, computer equipment, etc., for audit purposes. Upon completion or termination of the agreement, Contractors are required to leave all expendable equipment for use by subsequent contractors or for the State to dispose of accordingly. The State may authorize the continued use of such equipment for work to be performed under a different agreement.

The cost of expendable equipment purchased should be comparable to the prevailing price for similar items in the surrounding area.

#### **20. Electronic Waste Recycling**

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

#### **21. Liability for Loss and Damages**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property, will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

#### **22. Disclosure**

Neither the State nor any State employee will be liable to the Contractor or its staff for injuries inflicted by inmates or parolees of the State. The State agrees to disclose to the Contractor any statement(s) known made by any inmate or parolee which indicate violence may result in any specific situation, and the same responsibility will be shared by the Contractor in disclosing such statement(s) to the State.

#### **23. Workers' Compensation**

Contractor hereby represents and warrants that Contractor is currently and shall, for the duration of this agreement, carry workers' compensation insurance, at Contractor's expense, or that it is self-insured through a policy acceptable to CDCR, for all of its employees who will be engaged in the performance of this agreement. Such coverage will be a condition of

CDCR's obligation to pay for services provided under this agreement.

Prior to approval of this agreement and before performing any work, Contractor shall furnish to the State evidence of valid workers' compensation coverage. Contractor agrees that the workers' compensation insurance shall be in effect at all times during the term of this agreement. In the event said insurance coverage expires or is canceled at any time during the term of this agreement, Contractor agrees to give at least thirty (30) days prior notice to CDCR before said expiration date or immediate notice of cancellation. Evidence of coverage shall not be for less than the remainder of the term of the agreement or for a period of not less than one year. The State reserves the right to verify the Contractor's evidence of coverage. In the event the Contractor fails to keep workers' compensation insurance coverage in effect at all times, the State reserves the right to terminate this agreement and seek any other remedies afforded by the laws of this State.

Contractor also agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all of Contractor's workers' compensation claims and losses by Contractor's officers, agents and employees related to the performance of this agreement.

#### **24. Insurance Requirements**

Insurance as required herein shall be a condition of the State's obligation to pay for services provided under this Agreement. Prior to approval of this Agreement and before performing any work, Contractor and any subcontractor shall furnish to the State evidence of valid coverage. The following shall be considered evidence of coverage: A certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier. Binders are not acceptable as evidence of coverage. Providing evidence of coverage to the State conveys no rights or privileges to the State, nor does it insure any State employee or insure any premises owned, leased, used by or otherwise or under the control of the State. It does, however, serve to provide the State with proof that the Contractor and any subcontractors are insured at the minimum levels required by the State of California.

Contractor agrees that any liability insurance required in the performance of this Agreement shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires or is canceled during the term of this Agreement, Contractor shall provide the State within five (5) business days of receipt by contractor a copy of any notice of cancellation or non-renewal of insurance required by the contract. Evidence of coverage required in the performance of this Agreement shall not be for less than the remainder of the term of this Agreement or for a period of not less than one year. The State and the Department of General Services (DGS) reserve the right to verify the Contractor's evidence of coverage; evidence of coverage is subject to the approval of the DGS. In the event the Contractor fails to keep insurance coverage as required herein in effect at all times, the State reserves the right to terminate this Agreement and to seek any other remedies afforded by the laws of the State of California.

Contractor hereby represents and warrants they (and any subcontractors) are currently and shall for the duration of this Agreement be insured. Contractor shall provide proof of self-insurance against:

Commercial General Liability - \$5,000,000 per occurrence for bodily injury and property

damage liability combined.

**25. Tuberculosis (TB) Testing**

In the event that the services required under this Agreement will be performed within a CDCR institution/parole office/community-based program, Contractors and their employees who are assigned to work with, near, or around inmates/parolees shall be required to be examined and tested or medically evaluated by a licensed healthcare provider for TB in an infectious or contagious stage prior to the performance of contracted duties, and at least once a year thereafter (within 12 months of their initial or previous TB test under this contract), or more often as directed by CDCR.

Contractors and their employees who have any contact (physical or nonphysical) with inmates/parolees, shall be required to furnish to the CDCR Program/Institution Contract Manager, at no cost to CDCR, a documented Tuberculosis (TB) evaluation/test for TB infection (Tuberculin Skin Test (TST) or a blood test Interferon Gamma Release Assay (IGRA) completed within (30) thirty days of the start date of the services and be certified to be free of TB in an infectious or contagious stage by a licensed healthcare provider prior to assuming their contracted duties and annually thereafter.

*The following provisions apply to services provided on departmental and/or institution grounds:*

**26. Blood borne Pathogens**

Provider shall adhere to California Division of Occupational Safety and Health (CAL-OSHA) regulations and guidelines pertaining to blood borne pathogens.

**27. Primary Laws, Rules, and Regulations Regarding Conduct and Association with State Prison Inmates and Division of Juvenile Justice Wards**

Individuals who are not employees of the California Department of Corrections and Rehabilitation (CDCR), but who are working in and around inmates who are incarcerated, or wards who are housed within California's institutions/facilities or camps, are to be apprised of the laws, rules and regulations governing conduct in associating with prison inmates or wards. The following is a summation of pertinent information when non-departmental employees come in contact with prison inmates or wards.

By signing this contract, the Contractor agrees that if the provisions of the contract require the Contractor to enter an institution/facility or camp, the Contractor and any employee(s) and/or subcontractor(s) shall be made aware of and shall abide by the following laws, rules and regulations governing conduct in associating with prison inmates or wards:

- a. Persons who are not employed by CDCR, but are engaged in work at any institution/facility or camp must observe and abide by all laws, rules and regulations governing the conduct of their behavior in associating with prison inmates or wards. Failure to comply with these guidelines may lead to expulsion from CDCR institutions/facilities or camps.

SOURCE: California Penal Code (PC) Sections 5054 and 5058; California Code of Regulations (CCR), Title 15, Sections 3285 and 3415, and California Welfare and

Institutions Code (WIC) Section 1712.

- b. CDCR does not recognize hostages for bargaining purposes. CDCR has a "NO HOSTAGE" policy and all prison inmates, wards, visitors, and employees shall be made aware of this.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3304 and 4603; WIC Section 1712.

- c. All persons entering onto institution/facility or camp grounds consent to search of their person, property or vehicle at any time. Refusal by individuals to submit to a search of their person, property, or vehicle may be cause for denial of access to the premises.

SOURCE: PC Sections 2601, 5054 and 5058; CCR, Title 15, Sections 3173, 3177, 3288, 4696, and 4697; WIC 1712.

- d. Persons normally permitted to enter an institution/facility or camp may be barred, for cause, by the CDCR Director, Warden, and/or Regional Parole Administrator.

SOURCE: PC Sections 5054 and 5058; CCR, Title 15, Section 3176 (a) and 4696; WIC Section 1712.

- e. It is illegal for an individual who has been previously convicted of a felony offense to enter into CDCR adult institutions/facilities or camps, or youth institutions/facilities or camps in the nighttime, without the prior approval of the Warden or officer in charge. It is also illegal for an individual to enter onto these premises for unauthorized purposes or to refuse to leave said premises when requested to do so. Failure to comply with this provision could lead to prosecution.

SOURCE: PC Sections 602, 4570.5 and 4571; CCR, Title 15, Sections 3173 and 3289; WIC Section 1001.7.

- f. Encouraging and/or assisting prison inmates to escape, is a crime. It is illegal to bring firearms, deadly weapons, explosives, tear gas, drugs or drug paraphernalia on CDCR institutions/facilities or camp premises. It is illegal to give prison inmates or wards firearms, explosives, alcoholic beverages, narcotics, or any drug or drug paraphernalia, including cocaine or marijuana. It is illegal to give wards sex oriented objects or devices, and written materials and pictures whose sale is prohibited to minors.

SOURCE: PC Sections 2772, 2790, 4533, 4535, 4550, 4573, 4573.5, 4573.6 and 4574; WIC Section 1152, CRR, Title 15, sections 4681 and 4710; WIC Section 1001.5.

- g. It is illegal to give or take letters from inmates or wards without the authorization of the Warden or officer in charge. It is also illegal to give or receive any type of gift and/or gratuities from prison inmates or wards.

SOURCE: PC Sections 2540, 2541 and 4570; CCR, Title 15, Sections 3010, 3399, 3401, 3424, 3425 and 4045; WIC Section 1712.

- h. In an emergency situation the visiting program and other program activities may be suspended.

SOURCE: PC Section 2601; CCR, Title 15, Section 3383, 4002.5 and 4696.

- i. For security reasons, visitors must not wear clothing that in any way resembles state issued prison inmate or ward clothing (blue denim shirts, blue denim pants).

SOURCE: CCR, Title 15, Section 3174 (b) (1) and 4696.

- j. Interviews with SPECIFIC INMATES are not permitted. Conspiring with an inmate to circumvent policy and/or regulations constitutes a rule violation that may result in appropriate legal action. Interviews with individual wards are permitted with written consent of each ward if he is 18 years of age or older, or with written consent of a parent, legal guardian, or committing court, if 17 years of age or younger.

SOURCE: CCR, Title 15, Sections 3261.5, 3315 (a) (3) (X), and 3177 and 4700(a)(1).

## **28. Clothing Restrictions**

While on institution grounds, Contractor and all its agents, employees, and/or representatives shall be professionally and appropriately dressed in clothing distinct from that worn by inmates at the institution. Specifically, blue denim pants and blue chambray shirts, orange/red/yellow/white/chartreuse jumpsuits and/or yellow rainwear shall not be worn onto institution grounds, as this is inmate attire. Contractor should contact the institution regarding clothing restrictions prior to requiring access to the institution to assure the Contractor and their employees are in compliance.

## **29. Tobacco-Free Environment**

Pursuant to Penal Code Section 5030.1, the use of tobacco products by any person on the grounds of any institution or facility under the jurisdiction of the Department of Corrections and Rehabilitation is prohibited.

## **30. Prison Rape Elimination Policy**

CDCR maintains a zero tolerance for sexual misconduct in its institutions, community correctional facilities, conservation camps and for all offenders under its jurisdiction. All sexual misconduct is strictly prohibited.

CDCR is committed to providing a safe, humane, secure environment, free from sexual misconduct. This will be accomplished by maintaining a program to ensure education/prevention, detection, response, investigation and tracking of sexual misconduct and to address successful community re-entry of the victim.

All Contractors and their employees are expected to ensure compliance with this policy as described in Department Operations Manual, Chapter 5, Article 44.

If you are providing services for the confinement of our inmates, you and your staff are required to adopt and comply with the PREA standards, 28 Code of Federal Regulations (CFR) Part 115 and with CDCR's Department Operations Manual, Chapter 5, Article 44, including updates to this policy. This will include CDCR staff and outside audit

personnel (who also conduct PREA audits of state prisons) conducting audits to ensure compliance with the standards.

As a Contractor with CDCR, you shall not assign an employee to a CDCR facility or assign an employee to duties if that employee will have contact with CDCR inmates, if that employee has 1) engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility, or other institution (as defined in 42 U.S.C. 1997); 2) been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or 3) has been civilly or administratively adjudicated to have engaged in the activity described in this section.

The Contractor shall conduct a criminal background records check for each contract employee who will have contact with CDCR inmates and retain the results for audit purposes. By signing this contract the Contractor agrees to ensure that all of the mandates of this Section 5: Prison Rape Elimination Policy are complied with. Material omissions, by the contract employee, regarding such misconduct or the provision of materially false information, shall be grounds for removal from institutional grounds.

Contract employees, who have contact with inmates, shall be provided training via the Exhibit titled; "PRISON RAPE ELIMINATION POLICY, Volunteer/Contractor Informational Sheet" to learn their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. A copy of this signed informational sheet will be provided to the institution before a contract employee may have contact with inmates.

Any contract employee who appears to have engaged in sexual misconduct of an inmate shall be prohibited from contact with inmates and shall be subject to administrative and/or criminal investigation. Referral shall be made to the District Attorney unless the activity was clearly not criminal. Reportable information shall be sent to relevant licensing bodies.

### **31. Security Regulations**

- a. Unless otherwise directed by the entrance gate officer and/or Contract Manager, the Contractor, Contractor's employees and subcontractors shall enter the institution through the main entrance gate and park private and nonessential vehicles in the designated visitor's parking lot. Contractor, Contractor's employees and subcontractors shall remove the keys from the ignition when outside the vehicle and all unattended vehicles shall be locked and secured while on institution grounds.
- b. Any State- and Contractor-owned equipment used by the Contractor for the provision of contract services, shall be rendered temporarily inoperative by the Contractor when not in use, by locking or other means unless specified otherwise.
- c. In order to maintain institution safety and security, periodic fire prevention inspections and site searches may become necessary and Contractor must furnish keys to institutional authorities to access all locked areas on the worksite. The State shall in no way be responsible for Contractor's loss due to fire.
- d. Due to security procedures, the Contractor, Contractor's employees and subcontractors may be delayed at the institution vehicle/pedestrian gates and sally ports. Any loss of

time checking in and out of the institution gates and sally ports shall be borne by the Contractor.

- e. Contractor, Contractor's employees and subcontractors shall observe all security rules and regulations and comply with all instructions given by institutional authorities.
- f. Electronic and communicative devices such as pagers, cell phones and cameras/microcameras are not permitted on institution grounds.
- g. Contractor, Contractor's employees and subcontractors shall not cause undue interference with the operations of the institution.
- h. No picketing is allowed on State property.

### **32. Gate Clearance**

Contractor and Contractor's employee(s) and/or subcontractor(s) must be cleared prior to providing services. The Contractor will be required to complete a Request for Gate Clearance for all persons entering the facility a minimum of ten (10) working days prior to commencement of service. The Request for Gate Clearance must include the person's name, social security number, valid state driver's license number or state identification card number and date of birth. Information shall be submitted to the Contract Liaison or his/her designee. CDCR uses the Request for Gate Clearance to run a California Law Enforcement Telecommunications System (CLETS) check. The check will include Department of Motor Vehicles check, Wants and Warrants check, and Criminal History check.

Gate clearance may be denied for the following reasons: Individual's presence in the institution presents a serious threat to security, individual has been charged with a serious crime committed on institution property, inadequate information is available to establish positive identity of prospective individual, and/or individual has deliberately falsified his/her identity.

All persons entering the facilities must have a valid state driver's license or photo identification card on their person.

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

This Agreement made and entered into this 12<sup>th</sup> day of September, 2019, by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, hereinafter referred to as **COUNTY** and **CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION**, hereinafter referred to as **LICENSEE**.

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

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

WHEREAS, **COUNTY** is agreeable to said use of its Training Center and hereby grants permission for said use upon the following terms and conditions;

NOW, THEREFORE, in consideration of the use of these facilities it is mutually agreed as follows:

**1. DESCRIPTION OF PROPERTY:** The property subject to this Agreement is that property located in Riverside County commonly known as the Ben Clark Public Safety Training Center.

**2. PURPOSE:** **LICENSEE** is hereby given temporary use of the facility identified below for training purposes only.

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Classroom | <input type="checkbox"/> Office Space   | <input type="checkbox"/> Mat Room                    |
| <input type="checkbox"/> Conference Room      | <input type="checkbox"/> Lodging        | <input checked="" type="checkbox"/> Scenario Village |
| <input type="checkbox"/> Fire Drill Grounds   | <input type="checkbox"/> Storage        | <input type="checkbox"/> Gas House                   |
| <input type="checkbox"/> Equestrian Facility  | <input type="checkbox"/> Training Props | <input type="checkbox"/> Firing Range                |

**3. TERM OF AGREEMENT:** The term of this Agreement shall commence upon the 12<sup>TH</sup> day of September, 2019, and shall terminate on the 30<sup>th</sup> day of June, 2021, unless cancelled by either party.

**4. TERMINATION OF USER AGREEMENT:** **COUNTY** shall have the right to terminate the license:

(A) In the event the **LICENSEE** fails to perform any of its duties or obligations hereunder.

(B) Either party may terminate this license by giving ten (10) days written notice to the other party.

**5. RESERVATIONS FOR THE BEN CLARK TRAINING CENTER:** **LICENSEE** shall request in writing specific days and specific times for the use of the training center at least ten (10) days prior to the date of requested use.



Requests can be made to the following:

**Riverside County Sheriff**

Sheriff BCTC Classroom Reservations:

Email: [BCTC-use@riversidesheriff.org](mailto:BCTC-use@riversidesheriff.org)

Phone: (951) 486-2800

Sheriff BCTC Range Reservations:

Email: [BCTCrange@riversidesheriff.org](mailto:BCTCrange@riversidesheriff.org)

Phone: (951) 443-4350

**Riverside County Fire**

Fire Classroom Reservations: (951) 571-8634 or (951) 571-8612

Email: [RRUTrainingreceptionist@fire.ca.org](mailto:RRUTrainingreceptionist@fire.ca.org)

Fire Dorm Reservations: (951) same as the above

Email: [RRUDormreservation@fire.ca.org](mailto:RRUDormreservation@fire.ca.org)

After a reservation has been made, a confirmation will be sent. It is understood that other parties contracting with the **COUNTY** may have reserved the facility and reasonable accommodation of all such parties is the desired objective. If a specific day is scheduled and **LICENSEE** needs to cancel, **LICENSEE** shall notify **COUNTY** within three days of the day scheduled. Failure to notify of a cancelation may result in a minimum charge of one day of use.

**6. LIMITATION:**

(A) **COUNTY** reserves the right to close the Training Center during times of emergency or when needed by the Sheriff or Fire Departments for their activities.

(B) **COUNTY** reserves the right to use the BCTC at all times, and may terminate its use by notice to **LICENSEE'S** designated representative below:

NAME: Kim Balch

ADDRESS: 9035 Haven Avenue, Suite 105, Rancho Cucamonga, CA 91730

TELEPHONE NUMBER: (909) 581-3125, FAX NUMBER: (909) 989-3405

Should the above information change during the term of this Agreement, **LICENSEE** shall so notify **COUNTY** in writing within five (5) working days.

(C) The use of the BCTC facility is subject to the understanding it is made available on an "as is" basis.

(D) All range firing will be under direct supervision of Range Safety Officers who have completed a POST approved firearms instructor's certification course or satisfactorily completed a Range

Safety Officer's course prescribed or approved by the Ben Clark Training Center. A copy of all Range Safety Officer certifications must be on file with the **Sheriff** prior to the use of the firing ranges. **LICENSEE** shall comply with all "Facility Use Rules."

(E) Utilities (water and electric) will be supplied without charges and the repair and maintenance of same will be the responsibility of the **COUNTY**.

(F) Any improvements installed or provided by **LICENSEE** shall be submitted to the **COUNTY** in writing and are to be approved by the **Economic Development Agency** prior to installation. Fixtures shall remain following termination or expiration of this Agreement.

(G) **HOLD HARMLESS/INDEMNIFICATION: LICENSEE** represents that it has inspected the Training Center, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof by **LICENSEE**. **COUNTY** shall not be liable to **LICENSEE**, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises; provided however, that such dangerous conditions are not caused by sole negligence of **COUNTY**, its officers, agents or employees.

To the extent permitted by California Government Code Section 14662.5 and California Military and Veterans Code Section 52.5, **LICENSEE** shall indemnify and hold **COUNTY**, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of **LICENSEE**, its officers, agents employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the premises or the condition thereof, to the extent that such liability is imposed on **COUNTY** by the provisions of California Government Code Section 895.2 or other applicable law, and **LICENSEE** shall defend at its expense, including without limitation attorney fees, expert fees and investigation expenses, **COUNTY** its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold **COUNTY** free and harmless herein shall survive until any claim, action or case of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(H) **INSURANCE: LICENSEE** shall provide Workers Compensation Insurance at **LICENSEE'S** own cost and expense and further, neither the **LICENSEE** nor its carrier shall be entitled to recover any costs, settlements or expenses of Workers' Compensation claims arising out of this Agreement.

**LICENSEE'S** Workers' Compensation carrier shall endorse their coverage to waive subrogation in favor of the **COUNTY**.

**LICENSEE** shall procure and maintain commercial general liability insurance coverage that shall protect **LICENSEE** from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from **LICENSEE** use of the premises or the performance of its obligations hereunder, whether such use or performance be by **LICENSEE**, or by anyone employed directly or indirectly by **LICENSEE** while acting in the scope of their employment. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence. **LICENSEE** shall have its insurer endorse its policy to add **COUNTY** as an additional insured.

**LICENSEE** shall provide, upon **COUNTY** request, a Certificate(s) of Self- Insurance. showing that such insurance is in full force and effect and in the limits required.

The above insurance requirements may be met with a program(s) of self-insurance; however, it is agreed between the parties that the administration of any self-insurance will be done in a manner as if all insurance requirement contained herein are part of the **LICENSEE** self-insurance program(s).

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

#### **7. CONFORMITY WITH LAW AND SAFETY:**

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

(B) **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, **LICENSEE** shall immediately notify the Clark Training Center staff or Riverside county Sheriff Dispatch department. **LICENSEE** shall promptly submit to **COUNTY** a written report, in such form as may be required by **COUNTY** of all accidents that occur in connection with this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person(s).
2. A detailed description of accident and whether any of **COUNTY'S** equipment, tools, material or staff was involved.

**8. COUNTY PROPERTY:** **COUNTY** shall provide **LICENSEE** a written notice or invoice to S3, 100<sup>th</sup> Troop Command, 14349 Riverside Drive, March ARB, CA 92518, and reasonable opportunity to investigate

and process the claim for payment. **LICENSEE** shall not use **COUNTY** Facility, premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his or her obligations under this Agreement.

**9. DRUG-FREE WORKPLACE:** **LICENSEE** and **LICENSEE'S** employees shall comply with the **COUNTY'S** policy of maintaining a drug-free workplace. **LICENSEE'S** employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any **COUNTY** facility, including the training facilities. Violation of this provision shall constitute a material breach of this Agreement.

**10. NON-DISCRIMINATION:** **LICENSEE** assures that he / she will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.

**11. ASSIGNMENT OF AGREEMENT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by **LICENSEE** of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

**12. FEE SCHEDULE:** **LICENSEE** agrees to pay to County, use fees according to the Fee Schedule approved by the County Board of Supervisors as Board Policy H-30 as set forth in Exhibit "A." **COUNTY** reserves the right to periodically revise the Fee Schedule rates.

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

**14. JURISDICTION AND VENUE:** This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

**15. GOVERNING AUTHORITY OF THIS AGREEMENT:** There shall be no alteration, change or amendment to this Agreement, except in writing executed by the parties hereto. If this Agreement is referenced or attached in any way to another Agreement, this Agreement will govern if any discrepancies are found between the Agreements.

(Signatures on following page)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized agents effective the date first written above.

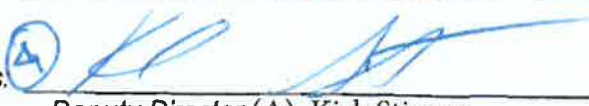
**COUNTY OF RIVERSIDE**

**LICENSEE**

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

Date: 10/23/2019

By: \_\_\_\_\_  
*Chad Bianco, Sheriff or  
Daniel Talbot, Fire Chief for  
Riverside County*

By: Kirk Stinson  
  
Its. (A)  
*Deputy Director (A), Kirk Stinson*

By: \_\_\_\_\_  
*Kevin Jeffries, Chairman  
Board of Supervisors*

ATTEST:  
Keicia R. Harper  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
*Gregory P. Priamos, County Counsel*

By: \_\_\_\_\_  
*Wesley W. Stanfield,  
Deputy County Counsel*

CC:ar/081219/011SH/20.734

CCC 04/2017

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

### DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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



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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

<b>1</b>	<b>INSTRUCTIONS:</b> Type or print the information. Complete all information on this form. Sign, date, and return to the state agency (department/office) address shown in Box 6. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by California state agencies to prepare Information Returns (Form1099). See next page for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, i.e. federal, state, and local (including school districts), are not required to submit this form.														
<b>2</b>	<b>BUSINESS NAME</b> (As shown on your income tax return) County of Riverside														
	<b>SOLE PROPRIETOR, SINGLE MEMBER LLC, INDIVIDUAL</b> (Name as shown on SSN or ITIN) Last, First, MI County of Riverside			<b>E-MAIL ADDRESS</b>											
	<b>MAILING ADDRESS</b> 4080 Lemon Street			<b>BUSINESS ADDRESS</b>											
	<b>CITY</b> Riverside	<b>STATE</b> CA	<b>ZIP CODE</b> 92501	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>									
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;">9</td> <td style="width: 20px; text-align: center;">5</td> <td style="width: 20px; text-align: center;">6</td> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">0</td> <td style="width: 20px; text-align: center;">9</td> <td style="width: 20px; text-align: center;">3</td> <td style="width: 20px; text-align: center;">0</td> </tr> </table>					9	5	6	0	0	0	9	3	0	<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer identification number.
9	5	6	0	0	0	9	3	0							
<b>PAYEE ENTITY TYPE</b>  <b>CHECK ONE BOX ONLY</b>	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <b>CORPORATION:</b> <input type="radio"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="radio"/> LEGAL (e.g., attorney services) <input type="radio"/> EXEMPT (nonprofit) <input checked="" type="radio"/> ALL OTHERS (a government entity)														
	<input type="checkbox"/> SOLE PROPRIETOR, INDIVIDUAL, OR SINGLE MEMBER LLC (Disregarded Entity) <b>ENTER SSN OR ITIN:</b> <table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> <td style="width: 20px; height: 20px;"></td> </tr> </table> <small>Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN) are required by authority of California Revenue and Tax Code sections 18646 and 18661</small>														
<b>4</b>	<b>PAYEE RESIDENCY STATUS</b> <input type="checkbox"/> CALIFORNIA RESIDENT - Qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> CALIFORNIA NON RESIDENT (see next page for more information) - Payments to nonresidents for services may be subject to state income tax withholding. <input type="radio"/> No services performed in California. <input type="radio"/> Copy of Franchise Tax Board waiver of state withholding attached.														
<b>5</b>	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.														
	<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) Robert Field		<b>TITLE</b> Asst. County Exec. Officer/ECD		<b>TELEPHONE</b> (include area code) (951) 955-4861										
	<b>SIGNATURE</b>		<b>DATE</b>		<b>E-MAIL ADDRESS</b> RFIELD@rivco.org										
<b>6</b>	Please return completed form to:														
	<b>DEPARTMENT/OFFICE</b> California Department of Corrections and Rehabilitation			<b>UNIT/SECTION</b> Business Services											
	<b>MAILING ADDRESS</b> 9838 Placerville Road, Suite B-2			<b>TELEPHONE</b> (include area code) (919) 255-6664		<b>FAX</b> (916) 255-6187									
	<b>CITY</b> Sacramento	<b>STATE</b> CA	<b>ZIP CODE</b> 95827	<b>E-MAIL ADDRESS</b> Christine.rivera@cdcr.ca.gov											

**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 5/2018)

1	<p><b>Requirement to Complete the Payee Data Record, STD 204</b></p> <p>A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.</p> <p>Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&amp;TC).</p>
2	<p>Enter the payee's legal business name. The name must match the name on the payee's tax return as filed with the federal Internal Revenue Service. Sole proprietorships and single member limited liability companies (LLCs) must also include the owner's full name. An individual must list his/her full name as shown on the SSN or as entered on the W-7 form for ITIN.</p> <p>The mailing address should be the address at which the payee chooses to receive correspondence. The business address is the address of the business' physical location.</p>
3	<p>Check only one box that corresponds to the payee business type. Corporations must check the box that identifies the type of corporation.</p> <p>The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by the R&amp;TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&amp;TC section 18662 and its regulations.</p> <p>Payees must provide one of the following TINs on this form: social security number (SSN), individual taxpayer identification number (ITIN), or federal employer identification number (FEIN). The TIN for sole proprietorships, single member LLC (disregarded entities), and individuals is the SSN or ITIN. Only partnerships, estates, trusts, corporations, and LLCs (taxed as partnerships or corporations) will enter their FEIN.</p>
4	<p><b>Are you a California resident or nonresident?</b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <p>Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: <a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>  For hearing impaired with TDD, call: 1-800-822-6268      Website: <a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></p>
5	<p>Provide the name, title, email address, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>
6	<p>This section must be completed by the state agency requesting the STD 204.</p>

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



### SUPPLEMENT GOVERNMENT PAYEE DATA RECORD FORM

Form to be completed by Government Entity.

FEDERAL                       STATE                       CITY                       COUNTY

AGENCY'S LEGAL NAME    County of Riverside

DEPARTMENT    Economic Development Agency.

DIVISION    Real Estate Division

UNIT

FEIN    95-6000930

**PHYSICAL ADDRESS**

STREET    16791 Davis Drive

CITY    Riverside

STATE    CA

ZIP    92518-1509

**REMIT TO INFORMATION**  
(WHERE YOU WANT YOUR PAYMENT SENT. ADDRESS MUST MATCH REMIT TO ADDRESS ON INVOICE.)

AGENCY NAME    Riverside County Sheriff's Department

STREET(P.O. Box)    16791 Davis Drive

CITY    Riverside

STATE    CA

ZIP    92518-1509

**CONTACT INFORMATION**

CONTACT PERSON    Irene Caldera

TITLE    Administrative Services Supervisor, Sheriff

PHONE    951-486-2784

FAX    951-486-2720

**PURCHASING INFORMATION**

SERVICE    TYPE OF SERVICE PROVIDED:    Training Facility

COMMODITY    TYPE OF PRODUCT PROVIDED:

### CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

#### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> County of Riverside		95-6000930
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Robert Field, Assistant CEO/ECD		
<i>Date Executed</i>	<i>Executed in the County and State of</i> California	



# RIVCO HR

risk

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

## CERTIFICATE OF INSURANCE OR SELF-INSURANCE

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

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

Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2019 to 07/01/2020	\$5,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	07/01/2019 to 07/01/2020	\$2,000,000 Per Occurrence with No Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: Agreement Number C5608465 between the Certificate Holder and The County of Riverside.

Certificate Holder	Cancellation
State of California – Department of Corrections and Rehabilitation Attn: Christina Rivera 9838 Old Placerville Road, Suite B-2 Sacramento, CA 95827	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

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

Date: August 28, 2019

Jeffrey L. Hunter

cc: Cindy Campos, Real Property Agent, EDA Real Estate

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

This Agreement made and entered into this 12<sup>th</sup> day of September, 2019, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as COUNTY and CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION, hereinafter referred to as LICENSEE.

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

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

WHEREAS, COUNTY is agreeable to said use of its Training Center and hereby grants permission for said use upon the following terms and conditions;

NOW, THEREFORE, in consideration of the use of these facilities it is mutually agreed as follows:

1. **DESCRIPTION OF PROPERTY:** The property subject to this Agreement is that property located in Riverside County commonly known as the Ben Clark Public Safety Training Center.

2. **PURPOSE:** LICENSEE is hereby given temporary use of the facility identified below for training purposes only.

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> Classroom | <input type="checkbox"/> Office Space   | <input type="checkbox"/> Mat Room                    |
| <input type="checkbox"/> Conference Room      | <input type="checkbox"/> Lodging        | <input checked="" type="checkbox"/> Scenario Village |
| <input type="checkbox"/> Fire Drill Grounds   | <input type="checkbox"/> Storage        | <input type="checkbox"/> Gas House                   |
| <input type="checkbox"/> Equestrian Facility  | <input type="checkbox"/> Training Props | <input type="checkbox"/> Firing Range                |

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence upon the 12<sup>TH</sup> day of September, 2019, and shall terminate on the 30<sup>th</sup> day of June, 2021, unless cancelled by either party.

4. **TERMINATION OF USER AGREEMENT:** COUNTY shall have the right to terminate the license:

(A) In the event the LICENSEE fails to perform any of its duties or obligations hereunder.

(B) Either party may terminate this license by giving ten (10) days written notice to the other party.

5. **RESERVATIONS FOR THE BEN CLARK TRAINING CENTER:** LICENSEE shall request in writing specific days and specific times for the use of the training center at least ten (10) days prior to the date of requested use.

Requests can be made to the following:

**Riverside County Sheriff**

Sheriff BCTC Classroom Reservations:

Email: [BCTC-use@riversidesheriff.org](mailto:BCTC-use@riversidesheriff.org)

Phone: (951) 486-2800

Sheriff BCTC Range Reservations:

Email: [BCTCrange@riversidesheriff.org](mailto:BCTCrange@riversidesheriff.org)

Phone: (951) 443-4350

**Riverside County Fire**

Fire Classroom Reservations: (951) 571-8634 or (951) 571-8612

Email: [RRUTrainingreceptionist@fire.ca.org](mailto:RRUTrainingreceptionist@fire.ca.org)

Fire Dorm Reservations: (951) same as the above

Email: [RRUDormreservation@fire.ca.org](mailto:RRUDormreservation@fire.ca.org)

After a reservation has been made, a confirmation will be sent. It is understood that other parties contracting with the COUNTY may have reserved the facility and reasonable accommodation of all such parties is the desired objective. If a specific day is scheduled and LICENSEE needs to cancel, LICENSEE shall notify COUNTY within three days of the day scheduled. Failure to notify of a cancelation may result in a minimum charge of one day of use.

**6. LIMITATION:**

(A) COUNTY reserves the right to close the Training Center during times of emergency or when needed by the Sheriff or Fire Departments for their activities.

(B) COUNTY reserves the right to use the BCTC at all times, and may terminate its use by notice to LICENSEE'S designated representative below:

NAME: Kim Balch

ADDRESS: 9035 Haven Avenue, Suite 105, Rancho Cucamonga, CA 91730

TELEPHONE NUMBER: (909) 581-3125, FAX NUMBER: (909) 989-3405

Should the above information change during the term of this Agreement, LICENSEE shall so notify COUNTY in writing within five (5) working days.

(C) The use of the BCTC facility is subject to the understanding it is made available on an "as is" basis.

(D) All range firing will be under direct supervision of Range Safety Officers who have completed a POST approved firearms instructor's certification course or satisfactorily completed a Range



Safety Officer's course prescribed or approved by the Ben Clark Training Center. A copy of all Range Safety Officer certifications must be on file with the **Sheriff** prior to the use of the firing ranges. **LICENSEE** shall comply with all "Facility Use Rules."

(E) Utilities (water and electric) will be supplied without charges and the repair and maintenance of same will be the responsibility of the **COUNTY**.

(F) Any improvements installed or provided by **LICENSEE** shall be submitted to the **COUNTY** in writing and are to be approved by the **Economic Development Agency** prior to installation. Fixtures shall remain following termination or expiration of this Agreement.

(G) **HOLD HARMLESS/INDEMNIFICATION: LICENSEE** represents that it has inspected the Training Center , accepts the condition thereof and fully assumes any and all risks incidental to the use thereof by **LICENSEE**. **COUNTY** shall not be liable to **LICENSEE**, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions in, on, upon or within the premises; provided however, that such dangerous conditions are not caused by sole negligence of **COUNTY**, its officers, agents or employees.

To the extent permitted by California Government Code Section 14662.5 and California Military and Veterans Code Section 52.5, **LICENSEE** shall indemnify and hold **COUNTY**, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of **LICENSEE**, its officers, agents employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the premises or the condition thereof, to the extent that such liability is imposed on **COUNTY** by the provisions of California Government Code Section 895.2 or other applicable law, and **LICENSEE** shall defend at its expense, including without limitation attorney fees, expert fees and investigation expenses, **COUNTY** its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold **COUNTY** free and harmless herein shall survive until any claim, action or case of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

(H) **INSURANCE: LICENSEE** shall provide Workers Compensation Insurance at **LICENSEE'S** own cost and expense and further, neither the **LICENSEE** nor its carrier shall be entitled to recover any costs, settlements or expenses of Workers' Compensation claims arising out of this Agreement.

**LICENSEE'S** Workers' Compensation carrier shall endorse their coverage to waive subrogation in favor of the **COUNTY**.

**LICENSEE** shall procure and maintain commercial general liability insurance coverage that shall protect **LICENSEE** from claims for damages for personal injury, including, but not limited to, accidental and wrongful death, as well as from claims for property damage, which may arise from **LICENSEE** use of the premises or the performance of its obligations hereunder, whether such use or performance be by **LICENSEE**, or by anyone employed directly or indirectly by **LICENSEE** while acting in the scope of their employment. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence. **LICENSEE** shall have its insurer endorse its policy to add **COUNTY** as an additional insured.

**LICENSEE** shall provide, upon **COUNTY** request, a Certificate(s) of Self- Insurance. showing that such insurance is in full force and effect and in the limits required.

The above insurance requirements may be met with a program(s) of self-insurance; however, it is agreed between the parties that the administration of any self-insurance will be done in a manner as if all insurance requirement contained herein are part of the **LICENSEE** self-insurance program(s).

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

**7. CONFORMITY WITH LAW AND SAFETY:**

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

(B) **ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, **LICENSEE** shall immediately notify the Clark Training Center staff or Riverside county Sheriff Dispatch department. **LICENSEE** shall promptly submit to **COUNTY** a written report, in such form as may be required by **COUNTY** of all accidents that occur in connection with this Agreement. This report must include the following information:

1. Name and address of the injured or deceased person(s).
2. A detailed description of accident and whether any of **COUNTY'S** equipment, tools, material or staff was involved.

**8. COUNTY PROPERTY:** **COUNTY** shall provide **LICENSEE** a written notice or invoice to S3, 100<sup>th</sup> Troop Command, 14349 Riverside Drive, March ARB, CA 92518, and reasonable opportunity to investigate

and process the claim for payment. **LICENSEE** shall not use **COUNTY** Facility, premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his or her obligations under this Agreement.

9. **DRUG-FREE WORKPLACE:** **LICENSEE** and **LICENSEE'S** employees shall comply with the **COUNTY'S** policy of maintaining a drug-free workplace. **LICENSEE'S** employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any **COUNTY** facility, including the training facilities. Violation of this provision shall constitute a material breach of this Agreement.

10. **NON-DISCRIMINATION:** **LICENSEE** assures that he / she will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.

11. **ASSIGNMENT OF AGREEMENT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by **LICENSEE** of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

12. **FEE SCHEDULE:** **LICENSEE** agrees to pay to County, use fees according to the Fee Schedule approved by the County Board of Supervisors as Board Policy H-30 as set forth in Exhibit "A." **COUNTY** reserves the right to periodically revise the Fee Schedule rates.

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

14. **JURISDICTION AND VENUE:** This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

15. **GOVERNING AUTHORITY OF THIS AGREEMENT:** There shall be no alteration, change or amendment to this Agreement, except in writing executed by the parties hereto. If this Agreement is referenced or attached in any way to another Agreement, this Agreement will govern if any discrepancies are found between the Agreements.

(Signatures on following page)

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized agents effective the date first written above.

**COUNTY OF RIVERSIDE**

**LICENSEE**

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

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

By: \_\_\_\_\_

Chad Bianco, Sheriff or  
Daniel Talbot, Fire Chief for  
Riverside County

By: \_\_\_\_\_

Joe Galvan,

Its: \_\_\_\_\_

Deputy Director

By: \_\_\_\_\_

Kevin Jeffries, Chairman  
Board of Supervisors

**ATTEST:**

Keicia R. Harper  
Clerk of the Board

By: \_\_\_\_\_

Deputy

**APPROVED AS TO FORM:**

Gregory P. Priamos, County Counsel

By: \_\_\_\_\_

Wesley W. Stanfield,  
Deputy County Counsel

CC:ar/081219/011SH/20.734



## CERTIFICATE OF INSURANCE OR SELF-INSURANCE

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

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

Type of Coverage	Company and Policy Number	Policy Period	Limits of Liability Bodily Injury/Property Damage
<input checked="" type="checkbox"/> Commercial General Liability Including Vehicle Liability	Self-Insured	07/01/2019 to 07/01/2020	\$5,000,000 Combined Single Limit Per Occurrence with No Aggregate Limit
<input checked="" type="checkbox"/> Workers' Compensation & Employers' Liability	Permissibly Self-Insured	07/01/2019 to 07/01/2020	\$2,000,000 Per Occurrence with No Aggregate Limit

The County of Riverside certifies that the above self-insured program is in effect as respect to: Agreement Number C5608465 between the Certificate Holder and The County of Riverside.

Certificate Holder	Cancellation
State of California – Department of Corrections and Rehabilitation Attn: Christina Rivera 9838 Old Placerville Road, Suite B-2 Sacramento, CA 95827	In the event of cancellation of the self-insurance program or policy designated below, it is the intent of the County of Riverside to mail 30 days' prior notice thereof.

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

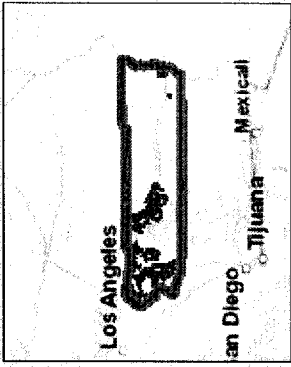
Date: August 28, 2019

Jeffrey L. Hunter

cc: Cindy Campos, Real Property Agent, EDA Real Estate

# Ben Clark Training Center

16791 Davis Avenue, Riverside, CA



**Legend**

- Blue Line Streams
- City Areas

**Notes**  
 APN: 294110005

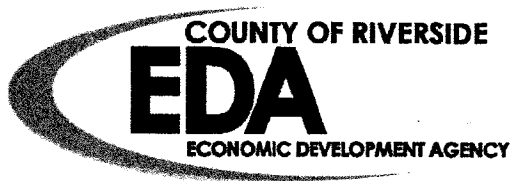
**RCIT**

**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.

0 376 752 Feet

REPORT PRINTED ON... 9/11/2019 3:59:49 PM

© Riverside County GIS



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

10/10/19 Date KB Initial

NOTICE OF EXEMPTION

September 13, 2019

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

Project Number: FM0412500011

Project Location: 16791 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 California Department of Corrections and Rehabilitation is seeking to utilize BCTC training facilities for their Office of Internal Affairs to engage in specialized tactical training exercises. The License Agreement for the use of the Scenario Village and Range Classroom at BCTC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the use of existing training space for six days a year for training events and two times a year for practical/tactical entry training beginning upon Board approval and terminating on June 30, 2021. No expansion of facilities at BCTC would occur as a result of the License Agreement. The operation of the facility will continue to provide public safety training services and no additional direct or indirect physical environmental impacts are anticipated.

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, and the California Department of Corrections and Rehabilitation

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

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

OCT 08 2019 3.15

- Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a License Agreement for the use of existing facilities at BCTC. The amended use of the facilities by the California Department of Corrections and Rehabilitation would involve the use of existing facilities at BCTC and would not increase the capacity of the site. The use of the facilities would be consistent with the current land use, and would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed License Agreement will allow the Department of Corrections to utilize existing training facilities at BCTC. The indirect effects would be limited to existing maintenance and use of those existing facilities at BCTC. The lease will not result in any direct or indirect physical environmental impacts. The use and operation of the public safety training facilities will not differ from the existing use and will not create any new environmental impacts to the surrounding area. No impacts beyond the minor maintenance and continued use of the facilities would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  Date: 9/13/19

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



**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: Ben Clark Training Center License Agreement-Department of Corrections,  
Riverside**

**Accounting String: 524830-47220-7200400000 - FM0412500011**

DATE: September 13, 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: September 13, 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 # FM0412500011**  
Ben Clark Training Center License Agreement-Department of Corrections, 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