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



ITEM: 3.9 (ID # 10417)

MEETING DATE:

Tuesday, October 22, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA) AND Probation Department:

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Ratification and Approval of the License Agreement with Banning Sportsman Club, Inc., 250 Mias Canyon, Banning, Probation Department, 2-Year License, District 5, CEQA Exempt, [\$5,036] 100% General Fund, (Clerk to File 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, Existing Facilities exemption and Section 15061(b)(3) "Common Sense" exemption;
- 2. Ratify and Approve the attached License between the County of Riverside and Banning Sportsman Club, Inc., and authorize the Chairman of the Board to execute the same on behalf of the County; and
- 3. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of approval by the Board.

8/19/2019 Mark A. Hake, Chief Probation Office

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Hewitt

Nays:

None

Absent:

None

Date:

October 22, 2019

XC:

EDA

Kecia R. Harper

Clerk of the Board

Danish

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost		
COST	\$2,518	\$2,518	\$5,036	\$		
NET COUNTY COST	\$2,518	\$2,518	\$5,036	\$		
SOURCE OF FUNDS: 100% General Fund			Budget Adju	Budget Adjustment: No		
			For Fiscal Ye	ear: 2019/20-20/21		

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On July 1, 2010, the County of Riverside entered into a license agreement (Original License) on behalf of the Probation Department for the use of a shooting range located at 250 Mias Canyon, Banning, California. The license was amended once to extend the term and modify the annual rent. The term of the Original License has expired. The shooting range is necessary for training operations of the Probation Department. This new License represents a two year term and is summarized as follows:

Licensor:

Banning Sportsman Club, Inc.

P.O. Box 841

Banning, California 92220

Premises:

250 Mias Canyon Road, Banning California

Term:

Two years, commencing July 1, 2019

Annual Rent Payment:

Current

New

\$1,950.00 per year

\$2,400.00 per year

Maintenance:

Provided by Licensor

This License has been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The shooting range is an important component for the training operations of the Probation Department.

Additional Fiscal Information

See attached Exhibits A and B. All associated costs for this License will be budgeted in FY19/20-FY20/21 by the Probation Department. The Probation Department will reimburse the Economic Development Agency (EDA) for all associated License costs on an annual basis.

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

Contract History and Price Reasonableness

This is a two-year license and the use rate is deemed competitive based upon the current market.

Attachments

- License
- Exhibits A & B
- Aerial Image
- Notice of Exemption

Gregory J. Prianos, Director County Counsel 10/10/2019

Exhibit A

FY 2019/20

Probation Shooting Range 250 Mias Canyon, Banning

ESTIMATED AMOUNTS

Lease Cost per Year (July-June)	\$ 2,400.00	
Total Lease Cost (July-June)		\$ 2,400.00
Total Estimated Lease Cost for FY 2019/20		\$ 2,400.00
Estimated Additional Costs: EDA Lease Management Fee - 4.92%		\$ 118.08
TOTAL ESTIMATED COST FOR FY 2019/20		\$ 2,518.08
TOTAL COUNTY COST FOR FY 2019/20 100%		\$ 2,518.08

Exhibit B

FY 2020/21

Probation Shooting Range 250 Mias Canyon, Banning

ESTIMATED AMOUNTS

Lease Cost per Year (July-June)	\$ 2,400.00	
Total Lease Cost (July-June)		\$ 2,400.00
Total Estimated Lease Cost for FY 2020/21		\$ 2,400.00
Estimated Additional Costs: EDA Lease Management Fee - 4.92%		\$ 118.08
TOTAL ESTIMATED COST FOR FY 2020/21		\$ 2,518.08
TOTAL COUNTY COST FOR FY 2020/21 100%		\$ 2,518.08

F11: Cost - Total Cost \$ 5,036.16 F11: Net County Cost - Total Cost \$ 5,036.16

LICENSE AGREEMENT

(250 MIAS CANYON, BANNING, CALIFORNIA 92220)

The **BANNING SPORTSMAN CLUB, INC.**, a California Corporation, herein called "Licensor", hereby grants a license ("License") to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California herein called "County", sometimes collectively referred to as "Parties".

1. Purpose and Scope.

- (a) Licensor hereby authorizes County to occupy the "Premises" within those certain premises located at 250 Mias Canyon, Banning, California 92220, as shown on the attached Exhibit "A".
- (b) The Premises shall be exclusively used by County solely for the purpose of official training and qualifying of all weaponry. County may use said club facilities on the first Tuesday of each month between the hours of 8:00 a.m. to 6:00 p.m., and or other additional scheduled days as approved by Licensor's range coordinator.
- 2. Term. The term of this License shall be for a period of two (2) years effective as of July 1, 2019, and terminating at midnight on June 30, 2021 ("Term").
- 3. Consideration. County shall make yearly payments payable to The Banning Sportsman Club in the amount of Two Thousand Four Hundred Dollars (\$2,400.00), as rent for use of the "Premises". County will pay any and all charges on a yearly basis, payable on July 1st of each year during the term of this License:

Banning Sportsman Club P.O. Box 841 Banning, California 92220

4. Maintenance.

(a) Licensor shall provide for all electrical, gas and water services, which may be required as a result of County's use of the Premises.

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(b) County, its agents, employees and assignees shall maintain the shooting range area after each use, thereby leaving it in good operating condition, less normal wear and tear.

5. Drugs and Alcoholic Beverages Prohibited.

- (a) County expressly understands and agrees that no drugs or alcoholic beverages of any kind whatsoever shall be carried, taken or brought into, or consumed within the premises.
- (b) Smoking of any substance whatsoever is prohibited outside of designated smoking areas, or during hazardous dry brush conditions.
- 6. **Ingress and Egress.** County shall be permitted ingress and egress to and from the premises only through such doors and routes as are designated by Licensor.
- 7. **Signs.** County shall not erect, maintain or display any signs or other forms of advertising upon the premises without first obtaining the written approval of the Licensor, which approval shall not be unreasonably withheld.
- **8. Termination by County.** County shall have the right to terminate this License forthwith:
- (a) In the event Licensor fails to perform any of its duties or obligations hereunder.
- (b) In the event Licensor conducts any activity within the Premises not authorized by this License.
- (c) In the event Licensor's use, contemplated or actual, of the premises in any manner whatsoever adversely affects, or it is otherwise inconsistent with, the operation or use by County.
- (d) Either party may terminate this license by giving thirty (30) days' written notice thereof, to the other party.
- 9. Hold Harmless. Except as otherwise provided herein, County represents that it has inspected the Premises, accepts the condition and fully assumes any and all risks incidental to the use thereof. County shall not be liable to Licensor, its 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 property unknown to the County, its officers, agents or employees.

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Licensor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, its officers, Board of Supervisors, agents, employees, elected or appointed officials, agents or representatives and independent contractors (individually and collectively hereinafter referred to as Indemnitees) free and harmless from any liability whatsoever, based or asserted upon any act or omission of Licensor, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (County's employees included) or any other element of damage of any kind or nature, relating to or in any way connected with or arising from its use, occupancy or operation of the Premises, and Licensor, shall defend, at its expense, including attorney fees, Indemnitees in any legal action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by Licensor, Licensor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Licensor's indemnification to Indemnitees as set forth herein. Licensor's obligation hereunder shall be satisfied when Licensor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved. The specified insurance limits required in this License shall in no way limit or circumscribe Licensor's obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

10. Insurance.

10.1 Licensor's Insurance. Without limiting or diminishing the Licensor's obligation to indemnify or hold the County harmless, Licensor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this License. As respects to the insurance

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section only, the County herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

10.1.1 Workers' Compensation: If Licensor has employees as defined by the State of California, they shall procure and maintain Workers' Compensation Insurance, in full compliance with the Workers' Compensation and Occupational Disease Laws of all authorities having jurisdiction over the Property. Such policy shall include Employers' Liability (Coverage B) and Occupational Disease coverage, with limits not less than One Million Dollars (\$1,000,000) per person, per occurrence. Policy shall provide a Waiver of Subrogation in favor of the County.

10.1.2 Commercial General Liability: Procure and maintain comprehensive general liability insurance coverage that shall protect County 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 County's use of the Premises or the performance of its obligations hereunder, whether such use or performance be by County, by any subcontractor, or by anyone employed directly or indirectly by either of them. Policy shall also include fire and extended coverage on the improvements, alterations and fixtures to be constructed and installed upon the Premises in an amount not less than the full replacement value of such improvements, alterations and fixtures. Such insurance shall name County as an additional insured with respect to this License and the obligations of County hereunder. Such insurance shall provide for limits of not less than One Million Dollars (\$1,000,000) per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

10.1.3 Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Licensor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit.

If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County as Additional Insureds.

10.2 General Insurance Provisions - All lines:

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

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

10.2.3 Licensor shall cause Licensor's insurance carrier(s) to furnish the County of Riverside with a properly executed Certificate(s) of Insurance and copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If Licensor insurance carrier(s) policies does not meet the minimum notice requirement found herein, Licensor shall cause Licensor's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

10.2.4 In the event of a material modification, cancellation, expiration, or reduction in coverage, this License shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance and copies of endorsements evidencing coverage's set forth herein and the insurance required herein is in full force and effect. County shall not commence operations until the County has been furnished Certificate(s) of Insurance and copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

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

Licensor adjust the monetary limits of insurance coverage as required in this Paragraph 10 herein every fifth (5th) year during the term of this License or any extension thereof, subject to ninety (90) days written notice to County of such adjustment, in the event that County reasonably determines that the then existing monetary limits of insurance coverage are no longer consistent with those monetary limits of insurance coverage generally prevailing in the Riverside County area for facilities comparable to the Premises; provided, however, that any adjustment shall not increase the monetary limits of insurance coverage for the preceding five (5) years in excess of fifty percent (50%) thereof.

10.2.7 Licensor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this License.

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

10.3 County's Insurance. It is agreed by both parties that the County is a self-insured entity and upon written request, County will provide Licensor with a certificate of Self-Insurance evidencing coverage.

- 11. Assignment. County cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without the written consent of Licensor being first obtained, which consent shall be in the absolute discretion of Licensor. In the event of any such transfer, as provided in this Paragraph, Licensor expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this License.
- 12. Notice. Except as expressly provided elsewhere in this License, all notices and other communication required under this Lease shall be in writing and delivered by: (a) Certified Mail, postage prepaid, return receipt requested, in the United States mail; or (b) via an overnight courier that provides written evidence of delivery and addressed to the Party hereto to whom the same is directed at the addresses set forth in Section 12 herein. Either Party hereto may from time to time change its mailing address by written notice to the other Party.

LICENSOR:

COUNTY:

Banning Sportman Club 250 Mias Canyon P.O. Box 841 Banning, California 92220 County of Riverside 3403 Tenth Street, Suite 400 M/S 1330 Riverside, California 92501

- 13. County's Representative. County hereby appoints the Assistant County Executive Officer of the Economic Development Agency as its authorized representatives to administer this License.
- **14. Severability.** The invalidity of any provision in this License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.
- 15. Entire License. This License is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes

any and all prior and contemporaneous licenses, agreements, and understandings, oral or written, in connection therewith. The License may be changed or modified only upon the written consent of the parties hereto.

- **16. Venue**. Any action at law or in equity brought by either of the Parties hereto for the purpose of enforcing a right or rights provided for by this License shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.
- 17. Interpretation. The parties hereto have negotiated this License at arm's length with advice of their respective attorneys, and no provision contained herein shall be construed against County solely because it prepared this License in its executed form.
- **18. Approval of Supervisors**. Anything to the contrary notwithstanding, this License shall not be binding or effective until its approval and execution by the Chairman of the Riverside County Board of Supervisors.
- **19. Approval.** This License shall not be binding or consummated until its approval by the County.

(Signatures on the following page)

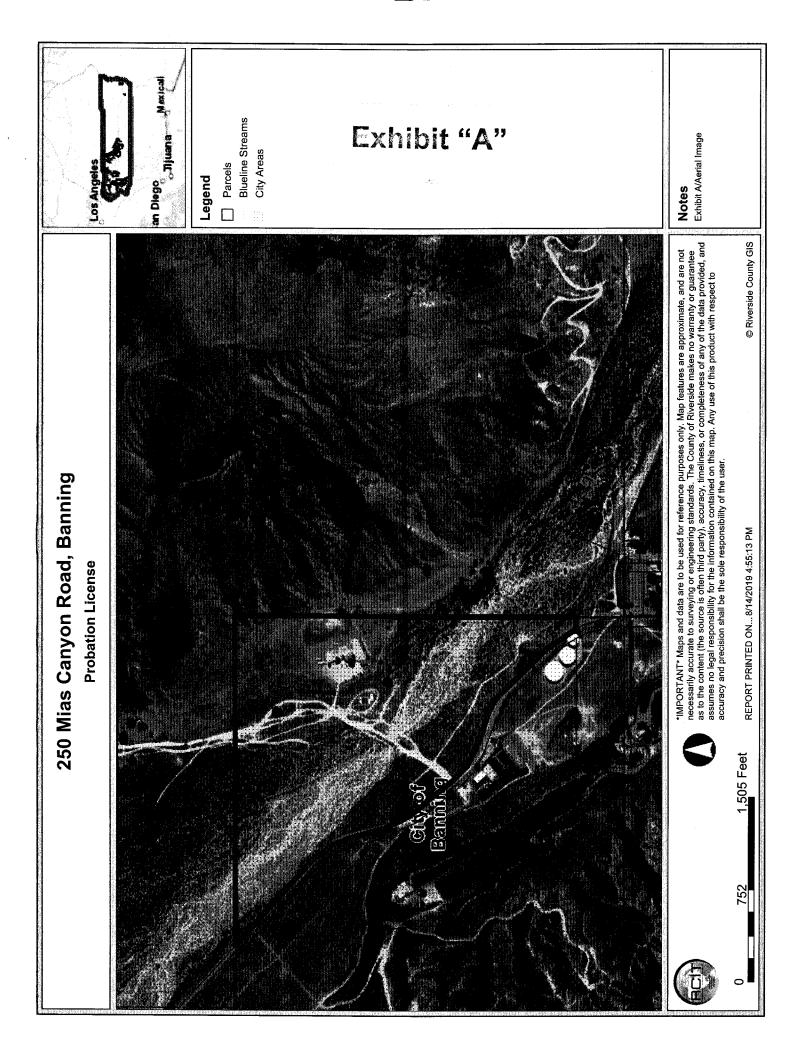
1 2	IN WITNESS WHEREOF, the date first written below.	parties have executed this License as of the
3	Dated: 0CT 2 2 2019	
4	COUNTY:	LICENSOR:
5 6 7	COUNTY OF RIVERSIDE, a political subdivision of the State of California	BANNING SPORTSMAN CLUB, INC, a California Corporation
8	By: Kevin Jeffries, Chairman Board of Supervisors	By: Marshall Palmer, Chief Executive Officer
10 11 12 13 14 15	ATTEST: Kecia R. Harper Clerk of the Board By Deputy	By: Guy Thomas, Treasurer
16 17 18 19 20 21	APPROVED AS TO FORM: Gregory P. Priamos, County Counsel By: Wesley Stanfield Deputy County Counsel	
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of the

CD:ar/091719/BA015/20.654

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Original Negative Declaration/Notice of Determination was routed to County

Claries for posting of

NOTICE OF EXEMPTION

September 5, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Probation Department License Agreement with Banning Sportsman Club, Banning, Riverside County

Project Number: FM042130001500

Project Location: 250 Mias Canyon Road; north of Bluff Street; Banning, CA 92220, California; Assessor's Parcel Number (APN) 531-110-005 (See Attached Exhibit)

Description of Project: On July 1, 2010, the County of Riverside (County) entered into a license agreement (Original License) on behalf of the Probation Department with Banning Sportsman Club, Inc. for the use of a shooting range located at 250 Mias Canyon Road in Banning. The License has been amended once previously for rent and term modifications. The County is seeking to enter a new License agreement for an additional two-year term for continued use of the land to operate the shooting range. The License Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). The use of the site under the License Agreement would occur in the same manner as with the existing use. The operation of the site as a shooting range will allow the Probation Department to continue to provide public services and will not result in a change or a substantial expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

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

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency, Banning Sportsman Club, Inc.

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.

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www.rivcoeda.org

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

- 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 a shooting range to support continued public services. The use of the site would continue in the same manner as under the current License and would not necessitate additional infrastructure or public services to serve the site; 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 not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. The continued use of the shooting range will support the provision of public services being provided by the Probation Department. No impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:

Mike Sullivan, Senior Environmental Planner

County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

AUTHORIZATION TO BILL BY JOURNAL VOUCHER

Project Name:	Probation Department License Agreement with Banning Sportsman Club Banning, Riverside County
Accounting String:	524830-47220-7200400000- FM042130001500
DATE:	September 5, 2019
AGENCY:	Riverside County Economic Development Agency
	S THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND FOR THE ACCOMPANYING DOCUMENT(S).
NUMBER OF DOCU	JMENTS INCLUDED: One (1)
AUTHORIZED BY:	Mike Sullivan, Senior Environmental Planner, Economic Developmental Agency
Signature:	
PRESENTED BY:	Candice Diaz, Real Property Agent II, Economic Development Agency
	-TO BE FILLED IN BY COUNTY CLERK-
ACCEPTED BY:	_
DATE:	_
RECEIPT # (S)	_



Date:

September 5, 2019

To:

Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject:

County of Riverside Economic Development Agency Project # FM042130001500

Probation Department License Agreement with Banning Sportsman Club, Banning, Riverside County

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

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

If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file