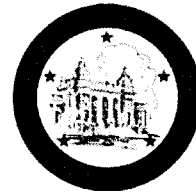


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.7
(ID # 10940)

MEETING DATE:

Tuesday, October 29, 2019

FROM: ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): STATE OF CALIFORNIA, DEPARTMENT OF CONSUMER AFFAIRS: Ratification and approval the State of California Standard Agreement, Department of Consumer Affairs, Division of Investigation Agreement Number 37572 for a License Agreement for continued use of Ben Clark Public Training Center (BCTC) through June 30, 2022; District 1, CEQA Exempt, Revenue [\$86,633] (Clerk of the Board 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 and 15061 (b) (3);
2. Ratify and approve of the State of California Standard Agreement Number 37572 between the Department of Consumer Affairs, Division of Investigation and authorize the Chairman of the Board of Supervisors to execute the same on behalf of the County;
3. Direct the Clerk of the Board to file the Notice of Exemption with the County within five (5) days of approval of the project.

ACTION: Consent


Robert Field, Assistant County Executive Officer/ECD

10/1/2019


Matthew Aveling, Chief Sheriff's Dept.

10/2/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Absent: Hewitt
Date: October 29, 2019
xc: EDA

Kecia R. Harper
Clerk of the Board

By: 
Deputy

**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	\$ 0	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year:2019/20 to 2021/22	

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

BACKGROUND:

Summary

The State of California, Department of Consumer Affairs will utilize the Ben Clark Public Safety Training Center (BCTC) for the term as indicated below for their Division of Investigation for specialized tactical training exercises. The Department of Consumer Affairs, Division of Investigation 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 Consumer Affairs, Division of Investigation, on an hourly, a half or whole day's usage.

In addition, as per the State of California, Department of Consumer Affairs, Division of Investigation Standard Agreement Number 37572, attached hereto, the maximum amount of the agreement to reimburse the County is \$86,633.10.

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 agreement is for use of existing facilities and no expansion of the existing use will occur.

The Agreement terms are as follows:

Lessee: State of California, Department of Consumer Affairs, Division of Investigation

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

Use: Classroom, Mat Room, Fire Range and Scenario Village

Term: (September 1, 2019 through June 30, 2022)

Cost Breakdown:

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

FY 2019/20 per full day x 24 days (multiple uses) \$28,877.70;
FY 2020/21 per full day x 24 days (multiple uses) \$28,877.70
FY 2021/22 per full day x 24 days (multiple uses) \$28,877.70;
Includes a 15% Buffer for a total amount of \$86,633.10 as noted on
State Contract 37572 Exhibit B, page 2 of 2

Rental	
Adjustments:	None
Utilities:	County
Parking:	County
Custodial:	County
Maintenance:	County
Improvements:	None
RCIT Costs:	None

Impact on Citizens and Businesses

The 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 Consumer Affairs, Division of Investigations training methods. There is no budget adjustment associated with this transaction.

SUPPLEMENTAL:
Additional Fiscal Information

Revenue of \$86,633.10 will be received from the State of California, Department of Consumer Affairs, Division of Investigation. All associated costs for the State of California Standard Agreement Contract Number 37572 will be fully reimbursed by BCTC through State funds by the State of California, Department of Consumer Affairs, Division of Investigation. There is no budget adjustment associated with this transaction.

The attached State of California Standard Agreement Number 37572 has been reviewed and approved by County Counsel as to legal form.

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

Attachments:

- State of California Standard Agreement Number 37572
- Notice of Exemption
- Aerial Map

RF:HM:VY:SG:CC:jb 011SH
Minute Traq ID: 10940


Alex Gann 10/22/2019


Gregory V. Priaplos, Director County Counsel 10/17/2019

RESOLUTION

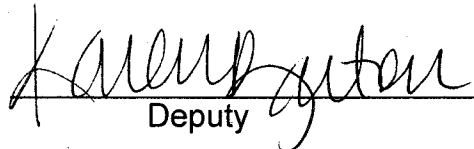
BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, October 29, 2019, that Kevin Jeffries, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No. 37572 between Riverside County and California Department of Consumer Affairs, Division of Investigation providing: for the License Agreement for continued use of the Ben Clark Public Training Center.

Roll Call:

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

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

KECIA R. HARPER, Clerk of said Board

By:  Deputy



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

10/30/19
Date

kh
Initial

NOTICE OF EXEMPTION

September 16, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Ben Clark Training Center (BCTC) License Agreement-California Department of Consumer Affairs, 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 Consumer Affairs is seeking to utilize BCTC training facilities for their Division of Investigation to engage in specialized tactical training exercises. The License Agreement for the use of the Mat Room, Scenario Village and Small 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 September 1, 2019 and terminating on June 30, 2022. 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 29 2019 3.7

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

www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

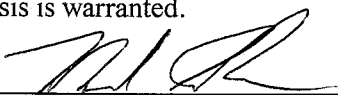
Housing
Housing Authority
Information Technology
Maintenance
Marketing

Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project, as proposed, is limited to a License Agreement for the use of existing facilities at BCTC. The use of the facilities by the California Department of Consumer Affairs 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 Consumer Affairs 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: 9/17/19

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 Consumer Affairs, Riverside

Accounting String: 524830-47220-7200400000 - FM0412500011

DATE: September 17, 2019

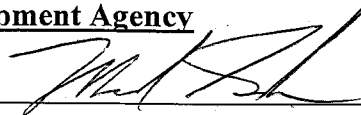
AGENCY: Riverside County Economic Development Agency

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 17, 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 Consumer Affairs, Riverside, California

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

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

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

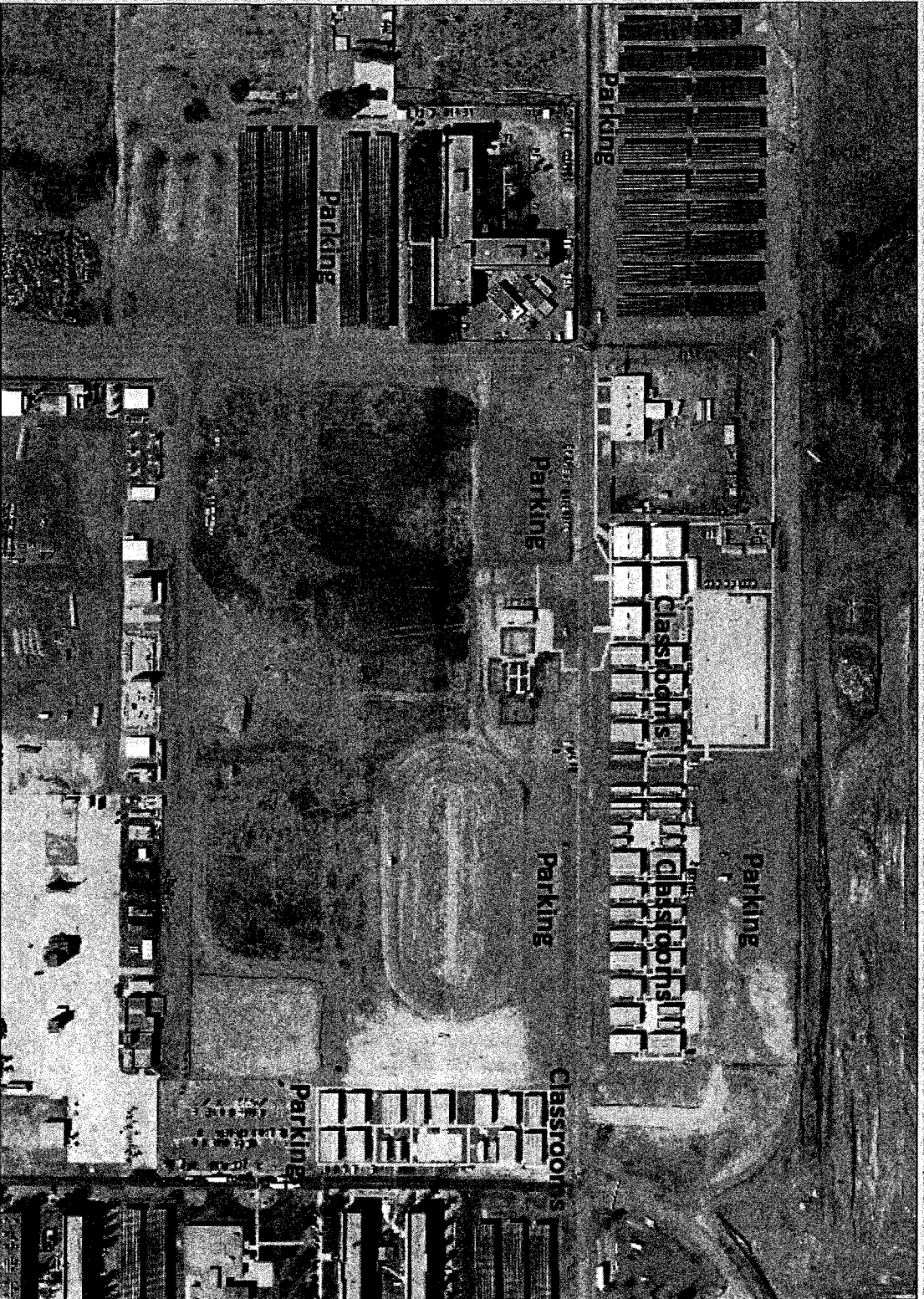
If you have any questions, please contact Mike Sullivan at 955-8009 or email at msullivan@rivco.org.

Attachment

cc: file

Ben Clark Training Center

16791 Davis Avenue, Riverside, CA



0 376

752 Feet

IMPORTANT* Maps and data are to be used for reference purposes only. Map features are approximate, and are not necessarily accurate to surveying or engineering standards. The County of Riverside makes no warranty or guarantee as to the content (the source is often third party), accuracy, timeliness, or completeness of any of the data provided, and assumes no legal responsibility for the information contained on this map. Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.



REPORT PRINTED ON... 9/11/2019 3:58:49 PM

© Riverside County GIS



Los Angeles
San Diego
Tijuana
Mexico

Legend

-  Blueline Streams
-  City Areas

Notes

APN: 294110005

M# 10940

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 000000000000000000000000037572	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

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

CONTRACTING AGENCY NAME
Department of Consumer Affairs, Division of Investigation

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

CONTRACTOR NAME
County of Riverside

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
September 1, 2019 or upon approval, whichever occurs later

THROUGH END DATE
June 30, 2022

3. The maximum amount of this Agreement is:
\$86,633.10 (eighty-six thousand six hundred thirty-three dollars and ten 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	1
Exhibit A, Attachment 1	License Agreement for Use of Riverside County Ben Clark Public Safety Training Center	6
Exhibit A, Attachment 2	County of Riverside, Board of Supervisors Policy	1
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B, Attachment 1	BCTC Room Rates	6
Exhibit B, Attachment 2	Classroom Rate Worksheet	1
Exhibit B, Attachment 3	Modular Map	1
Exhibit C *	General Terms and Conditions	04/2017
Exhibit D	Special Terms and Conditions	1
Exhibit E	Additional Terms and Conditions	1


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 16791 Davis Avenue, Suite 201	CITY Riverside	STATE CA	ZIP 92518
PRINTED NAME OF PERSON SIGNING Kevin Jeffries, Board of Supervisors	TITLE Chairman		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 10/29/19		

FORM APPROVED COUNTY COUNSEL
BY:  WESLEY W. STANFIELD
DATE: 10/16/19

ATTEST:
KECIA R. HARPER, Clerk
By:  DEPUTY
3.7

OCT 29 2019

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 00000000000000000000037572	PURCHASING AUTHORITY NUMBER (If Applicable)
--	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
 Department of Consumer Affairs, Division of Investigation

CONTRACTING AGENCY ADDRESS 1625 N. Market Blvd., Suite S-103	CITY Sacramento	STATE CA	ZIP 95834
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING Steve Del Rio	TITLE Procurement and Contracting Officer
---	--

CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 11/18/19
--	-------------------------



CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL  	EXEMPTION (If Applicable)
---	---------------------------

EXHIBIT A

SCOPE OF WORK

1. This agreement is between the Department of Consumer Affairs (DCA), Division of Investigation (DOI), and Riverside County Ben Clark Public Safety Training Center, hereafter referred to as Contractor, for the purposes of providing use of training facilities as described herein. Notwithstanding paragraph 12 of Attachment 1 of Exhibit A, revisions to the fee schedule contained in Exhibit B, Attachment 1 must be made by way of an executed written amendment to this Agreement.
2. The services shall be performed at Riverside County Ben Clark Public Safety Training Center, located at 16791 Davis Avenue, Suite 201, Riverside, CA 92518.
3. The services shall be held during normal working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except State Holidays. The DOI will schedule range times in advance.
4. The project coordinators during the term of this agreement will be:

Department of Consumer Affairs
Division of Investigation
Name: Julie Dahlke
Phone: (916) 515-5116
Fax: (916) 928-2201
Email: julie.dahlke@dca.ca.gov

Riverside County Ben Clark
Public Safety Training Center
Name: Margie Uebel
Phone: (951) 486-2721
Fax: (951) 486-2799
Email: muebel@riversidesheriff.org

Direct all agreement inquiries to:

Department of Consumers Affairs
Contracts Unit
Attention: Michelle Gutierrez
Address: 1625 N. market Blvd., S103
Sacramento, CA 95814
Phone: (916) 574-7296
Fax: (916) 574-8658
Email: michelle.gutierrez@dca.ca.gov

Riverside County Ben Clark
Public Safety Training Center
Name: Margie Uebel
Address: 16791 Davis Ave., Suite 201
Riverside, CA 92518
Phone: (951) 486-2721
Fax: (951) 486-2799
Email: muebel@riversidesheriff.org

5. The Contractor shall provide temporary use of the facilities below for training purposes only.
 - A. Classroom
 - B. Mat Room
 - C. Fire Range
 - D. Scenario Village

Attachment 1

LICENSE

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

This Agreement made and entered into this ___ day of _____, 2019, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as COUNTY and Department of Consumer Affairs, Division of Investigation, 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 checked="" 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 checked="" type="checkbox"/> Firing Range |

3. **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.

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

Requests can be made to the following:

Riverside County Sheriff

Sheriff BCTC Classroom Reservations:

Email: BCTC-use@riversidesheriff.org

Phone: (951) 486-2800

Sheriff BCTC Range Reservations:

Email: BCTCrange@riversidesheriff.org

Phone: (951) 486-2800

Riverside County Fire

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

Email: RRUTrainingreceptionist@fire.ca.org

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

Email: RRUDormreservation@fire.ca.org

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

5. 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: Michelle Gutierrez

ADDRESS: 1625 N. Market Street, S103, Sacramento, CA 95814

TELEPHONE NUMBER: (916) 574-7296; EMAIL: michelle.gutierrez@dca.ca.gov

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. The Department of Consumer Affairs, Department of Investigation acknowledges that these insurance requirements may be met with the County's Self-Insurance.

6. 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.*

7. COUNTY PROPERTY: *COUNTY shall provide LICENSEE a written notice or invoice to Department of Consumer Affairs, Division of Investigation to the attention of: Michelle Gutierrez*

1625 N. Market Street, S103, Sacramento, CA 95814, 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.

8. **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.

9. **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 Page 1 of Standard Agreement Number 37572, and on the 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

Date: _____

By: _____

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

BCTC 011SH.37572

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

<u>Subject:</u>	<u>Policy Number</u>	<u>Page</u>
BEN CLARK PUBLIC SAFETY TRAINING CENTER FACILITY USE	H-30	1 of 1

PURPOSE

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

FACILITY DESCRIPTION

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

CONDITIONS OF USE

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

Reference:

Minute Order 3.13 of 05/05/09

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Itemized invoices shall include the Agreement Number and be submitted, in triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs
Division of Investigation
Attention: Julie Dahlke
Agreement Number: 000000000000000000037572
P.O. Box 980518
West Sacramento, CA 95798-0518

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent 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 the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

3. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).
4. **TAXES:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California local sales or use taxes on the services rendered or equipment or parts supplies pursuant to this agreement. The State may pay any applicable sales or use tax imposed by another state.

5. COST BREAKDOWN: Multiple Fiscal Years (September 1, 2019 through June 30, 2022)

Fiscal Year 2019/20

Mat Room - \$348.00 per full day x 24 days (as needed base)	\$8,352.00
Fire Range—\$413.76 per full day x 20 days (as needed base)	\$8,275.20
Scenario Village ---\$413.76 per full day x 16 days (as needed base)	\$6,620.16
Small Classroom---\$116.48 per full day x 16 days (as needed base)	\$1,863.68
15% Buffer for overages	\$3,766.66

Total: **28,877.70**

Fiscal Year 2020/21

Mat Room - \$348.00 per full day x 24 days (as needed base)	\$8,352.00
Fire Range—\$413.76 per full day x 20 days (as needed base)	\$8,275.20
Scenario Village ---\$413.76 per full day x 16 days (as needed base)	\$6,620.16
Small Classroom---\$116.48 per full day x 16 days (as needed base)	\$1,863.68
15% Buffer for overages	\$3,766.66

Total: **28,877.70**

Fiscal Year 2021/22

Mat Room - \$348.00 per full day x 24 days (as needed base)	\$8,352.00
Fire Range—\$413.76 per full day x 20 days (as needed base)	\$8,275.20
Scenario Village ---\$413.76 per full day x 16 days (as needed base)	\$6,620.16
Small Classroom---\$116.48 per full day x 16 days (as needed base)	\$1,863.68
15% Buffer for overages	\$3,766.66

Total: **28,877.70**

Total Agreement Amount: \$86,633.10

Exhibit B, Attachment 1
BCTC Room Rates

Riverside County Ben Clark Public Safety Training Center
 Room and Office Use Fee Schedule
 Rounded to whole cents per Board Approved Rate

4-20-2010 corrected room number for CHP Classroom: 2 211 added classrooms 216 & 217 (page 3403)

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
Scenario / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	Modular	S-7	7	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-8	8	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-9	9	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-10	10	Academy Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-11	11	Corrections Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-12	12	Corrections Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-25	25	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-26	26	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-27	27	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-28	28	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-29	29	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-30	30	AOT Classroom	1,440	Classroom	\$ 230.40	
SHERIFF BUILDING	Modular	S-31	31	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-32	32	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-33	33	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-34	34	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-35	35	AOT Classroom	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-38	38-J-1	Classroom (CHP)	1,080	Classroom	\$ 172.80	
SHERIFF BUILDING	Modular	S-38	38-J-2	Classroom (CHP)	540	Classroom	\$ 86.40	
SHERIFF BUILDING	Modular	S-38	38-J-3	Classroom (CHP)	540	Classroom	\$ 86.40	
SHERIFF BUILDING	Modular	S-37	37-1	Classroom (CHP)	2,160	Classroom	\$ 345.60	
SHERIFF BUILDING	Modular	S-1	1	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-2	2	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-3	3	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-4	4	Mat Room (Tilt-up)	3,480	Mat Room	\$ 348.00	
SHERIFF BUILDING	Modular	S-13	13	Academy Staff Offices	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-14	14	Corrections Staff Offices	2,160	Office		\$ 4,600.80
SHERIFF BUILDING	Modular	S-23	23	AOT/DT Staff Offices	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-24	24	Range & EVOC	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-39	39	Sheriff's Personnel	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-40	40	Sheriff's Personnel	2,880	Office		\$ 6,134.40
SHERIFF BUILDING	Modular	S-41	41	Sheriff's Personnel	1,440	Office		\$ 3,067.20
SHERIFF BUILDING	Modular	S-42	42	Sheriff's Personnel	2,880	Office		\$ 6,134.40

Department of Consumer Affairs, Division of Investigation
 and Riverside County Ben Clark Public Safety Training Center
 Agreement Number: 000000000000000000037572
 Exhibit B, Attachment 1 (Page 2 of 6)

Riverside County Ben Clark Public Safety Training Center
 Room and Office Use Fee Schedule
 Rounded to whole cents per Board Approved Rate

4/20/2010 corrected room number for CHP Classroom 202/11 added classrooms 216 & 217 (old) 3403

ROOM TYPE		RATE	OCCUPANCY					
Classroom Rate per sq ft / day		\$ 0.16	SHERIFF					
Office per sq ft / month		\$ 2.13	CHP					
Conference Rm per sq ft / hour		\$ 0.02	FIRE					
Mat Room per sq ft / day		\$ 0.10	RCC					
Range per bay / day		\$ 413.76						
Scenario / day		\$ 413.76						

COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	MV1204	3403	107	CHP DISPATCH	2,303	CLASSROOM	\$ 368.48	
SHERIFF BUILDING	MV1204	3403	134	CLASSROOM	1,620	CLASSROOM	\$ 259.20	
SHERIFF BUILDING	MV1204	3403	137	CLASSROOM	1,620	CLASSROOM	\$ 259.20	
SHERIFF BUILDING	MV1204	3403	216	CLASSROOM	1,350	CLASSROOM	\$ 216.00	
SHERIFF BUILDING	MV1204	3403	217	CLASSROOM	1,470	CLASSROOM	\$ 235.20	
SHERIFF BUILDING	MV1204	3403	219	CLASSROOM	1,212	CLASSROOM	\$ 193.92	
SHERIFF BUILDING	MV1204	3403	220	FORCE OPTIONS	700	CLASSROOM	\$ 112.00	
SHERIFF BUILDING	MV1204	3403	221	DRIVING SIMULATOR	520	CLASSROOM	\$ 83.20	
SHERIFF BUILDING	MV1204	3403	235	CLASSROOM	980	CLASSROOM	\$ 156.80	
SHERIFF BUILDING	MV1204	3403	236	CLASSROOM	1,620	CLASSROOM	\$ 259.20	
SHERIFF BUILDING	MV1204	3403	238	CLASSROOM	750	CLASSROOM	\$ 120.00	
SHERIFF BUILDING	MV1204	3403	242	CLASSROOM	1,320	CLASSROOM	\$ 211.20	
SHERIFF BUILDING	MV1204	3403	122	DISPATCH TRAINING RSD	860	CLASSROOM	\$ 137.60	
SHERIFF BUILDING	MV1204	3403	111	MAIN CONFERENCE ROOM	1,140	CONFERENCE		
SHERIFF BUILDING	MV1204	3403	200h	EXECUTIVE CONFERENCE ROOM	648	CONFERENCE		
SHERIFF BUILDING	MV1204	3403	106	CHP	720	OFFICE		\$ 1,533.60
SHERIFF BUILDING	MV1204	3403	115	MEDIA INFORMATION BUREAU	3,150	OFFICE		\$ 6,709.50
SHERIFF BUILDING	MV1204	3403	121	ACCOUNTING	1,360	OFFICE		\$ 2,896.80
SHERIFF BUILDING	MV1204	3403	124	VACANT	480	OFFICE		\$ 1,022.40
SHERIFF BUILDING	MV1204	3403	125	VACANT	940	OFFICE		\$ 2,002.20
SHERIFF BUILDING	MV1204	3403	128	ACADEMY STAFF - MODULAR	520	OFFICE		\$ 1,107.60
SHERIFF BUILDING	MV1204	3403	130	ACADEMY STAFF - BASIC	960	OFFICE		\$ 2,044.80
SHERIFF BUILDING	MV1204	3403	132	UNIFORM STAFF	520	OFFICE		\$ 1,107.60
SHERIFF BUILDING	MV1204	3403	138	PERSONNEL OFFICE	870	OFFICE		\$ 1,853.10
SHERIFF BUILDING	MV1204	3403	141	CLERICAL	1,250	OFFICE		\$ 2,662.50
SHERIFF BUILDING	MV1204	3403	215	CHAPLAIN	176	OFFICE		\$ 374.88
SHERIFF BUILDING	MV1204	3403	218	SIMULATOR STAFF	528	OFFICE		\$ 1,124.64
SHERIFF BUILDING	MV1204	3403	216	CLASSROOM	1,350	CLASSROOM	\$ 216.00	
SHERIFF BUILDING	MV1204	3403	217	CLASSROOM	1,440	CLASSROOM	\$ 230.40	
SHERIFF BUILDING	MV1204	3403	222	RCC - STAFF OFFICES	1,340	OFFICE		\$ 2,854.20
SHERIFF BUILDING	MV1204	3403	227	SGT OFFICE = 2	340	OFFICE		\$ 724.20
SHERIFF BUILDING	MV1204	3403	228	ADMIN SGT.	280	OFFICE		\$ 596.40
SHERIFF BUILDING	MV1204	3403	230	AOT STAFF	780	OFFICE		\$ 1,661.40

Department of Consumer Affairs, Division of Investigation
and Riverside County Ben Clark Public Safety Training Center
Agreement Number: 000000000000000000037572
Exhibit B, Attachment 1 (Page 3 of 6)

Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate

#102010 corrected room number for CHP Classroom 2011 added classrooms 216 & 217 (old 340)

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
Scenario / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
SHERIFF BUILDING	MV1204	3403	233	DEFENSIVE TACTICS STAFF	1,140	OFFICE		\$ 2,428.20
SHERIFF BUILDING	MV1204	3403	239	CORRECTIONS STAFF	360	OFFICE		\$ 766.80
SHERIFF BUILDING	MV1204	3403	243	MAIL ROOM DISTRIBUTION	374	OFFICE		\$ 796.62
SHERIFF BUILDING	MV1204	3403	244	CLERICAL	2,241	OFFICE		\$ 4,773.33
SHERIFF BUILDING	MV1204	3403	104A	CHP MAIT	1,066	OFFICE		\$ 2,270.58
SHERIFF BUILDING	MV1204	3403	111A	VACANT	390	OFFICE		\$ 830.70
SHERIFF BUILDING	MV1204	3403	200A	ADMIN. SERVICE MGR	378	OFFICE		\$ 805.14
SHERIFF BUILDING	MV1204	3403	200B	ACADEMY LT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200C	RCC - EXECUTIVE STAFF	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200D	CHP LT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200E	CONSTRUCTION SGT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200F	CONSTRUCTION LT	247	OFFICE		\$ 526.11
SHERIFF BUILDING	MV1204	3403	200g	AOT LT	297	OFFICE		\$ 632.61
SHERIFF BUILDING	MV1204	3403	200I	ADMIN LT	361	OFFICE		\$ 768.93
SHERIFF BUILDING	MV1204	3403	200J	CAPTAIN'S OFFICE	352	OFFICE		\$ 749.76
SHERIFF BUILDING	MV1204	3403	221A	CCW	380	OFFICE		\$ 809.40
SHERIFF BUILDING	MV1204	3403	243A	REGIONAL TRAINING PROGRAM	720	OFFICE		\$ 1,533.60
SHERIFF BUILDING	MV1204	3403		FILM EDITING BAY B	180	OFFICE		\$ 383.40
SHERIFF BUILDING	MV1204	3403		FILM EDITING BAY A	180	OFFICE		\$ 383.40
SHERIFF BUILDING	MV1204	3403	116	STORAGE - SHERIFF	240	STORAGE		
SHERIFF BUILDING	MV1204	3403	139	RECORDS/SUPPLIES	570	STORAGE		
SHERIFF BUILDING	MV1204	3403	226	FILES - POST	600	STORAGE		
SHERIFF BUILDING	MV1204	3403	237	STORAGE	420	STORAGE		
SHERIFF BUILDING	MV1207	3409	AUDITORIUM	AUDITORIUM	2,752	CLASSROOM	\$ 440.32	
SHERIFF BUILDING	MV1211	3415		OFFICE	330	OFFICE	\$ 702.90	
SHERIFF BUILDING	MV1211	3415		RCFD OFFICE	240	OFFICE	\$ 511.20	
SHERIFF BUILDING	MV1211	3415		STORAGE ROOM	75	STORAGE		
SHERIFF BUILDING	MV1211	3415		RCFD STORAGE AREA	1,054	STORAGE		
SHERIFF BUILDING	MV1211	3415		RCFD STORAGE AREA	1,008	STORAGE		
SHERIFF BUILDING	MV1211	3415		RCFD STORAGE AREA	705	STORAGE		
SHERIFF BUILDING	MV1214	3420	MAT	MAT ROOM	2166	MAT ROOM	\$ 216.60	
SHERIFF BUILDING				RANGE CLASSROOM	728	CLASSROOM	\$ 116.48	
FIRE BUILDING	Modular	Modular	1	RCC EMS Classroom	2,160	Classroom	\$ 345.60	

Department of Consumer Affairs, Division of Investigation
 and Riverside County Ben Clark Public Safety Training Center
 Agreement Number: 0000000000000000000037572
 Exhibit B, Attachment 1 (Page 4 of 6)

Riverside County Ben Clark Public Safety Training Center
 Room and Office Use Fee Schedule
 Rounded to whole cents per Board Approved Rate

4/20/2010 corrected room number for CHP Classrooms 2-211 and fire classrooms 216 & 211 (leg. 3403)

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
Scenario / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
FIRE BUILDING	Modular	Modular	2	Fire EMS Classroom	1,080	Classroom	\$ 172.80	
			2a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	3	Fire EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	4	Open Classroom	1,080	Classroom	\$ 172.80	
			4a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	5	Open Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	6	RCTOA Classroom	1,080	Classroom	\$ 172.80	
			6a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	7	RCC FF1 Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	8	CAL Fire FFA Classroom	1,080	Classroom	\$ 172.80	
			8a		1,080		\$ 172.80	
FIRE BUILDING	Modular	Modular	9	RCC EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	10	RCC EMS Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	12	County Fire Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	Modular	Modular	13	Region Classroom	2,160	Classroom	\$ 345.60	
FIRE BUILDING	MV1209	3408	101	FC KEMP AND FC SMITH	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	102	J MCLAUGHLIN	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	103	FC WOOD	210	OFFICE		\$ 447.30
FIRE BUILDING	MV1209	3408	104	FC EDMONDSON	225	OFFICE		\$ 479.25
FIRE BUILDING	MV1209	3408	105	FC WEISER	180	OFFICE		\$ 383.40
FIRE BUILDING	MV1209	3408	106	LIZ GONZABA	165	OFFICE		\$ 351.45
FIRE BUILDING	MV1209	3408	107	1ST FLOOR CONFERENCE ROOM	390	CONFERENCE		\$ -
FIRE BUILDING	MV1209	3408	108	BC MEECHAM	210	OFFICE		\$ 447.30
FIRE BUILDING	MV1209	3408	111	BC BELK	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	112	FC KELLEHER	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	115	1ST FLOOR CONFERENCE ROOM	702	CONFERENCE		\$ -
FIRE BUILDING	MV1209	3408	117	STACEY ADAMS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	119	WICK AND JAMES	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	121	AMMONS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	122	VACANT	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	123	LINDA JAYNE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	124	VACANT	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	126	VACANT	195	OFFICE		\$ 415.35

Department of Consumer Affairs, Division of Investigation
and Riverside County Ben Clark Public Safety Training Center
Agreement Number: 0000000000000000000037572
Exhibit B, Attachment 1 (Page 5 of 6)

Riverside County Ben Clark Public Safety Training Center
Room and Office Use Fee Schedule
Rounded to whole cents per Board Approved Rate

4/20/2019 corrected room numbers for CHP Classrooms 212-215 added classrooms 216 & 217 (obj. 342)

ROOM TYPE	RATE		OCCUPANCY					
Classroom Rate per sq ft / day	\$	0.16	SHERIFF					
Office per sq ft / month	\$	2.13	CHP					
Conference Rm per sq ft / hour	\$	0.02	FIRE					
Mat Room per sq ft / day	\$	0.10	RCC					
Range per bay / day	\$	413.76						
Scenario / day	\$	413.76						
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
FIRE BUILDING	MV1209	3408	201	2ND FLOOR OFFICE SPACE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	202	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	203	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	204	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	205	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	206	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	207	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	208	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	209	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	210	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	211	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	212	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	215	2ND FLOOR CONFERENCE RM	702	CONFERENCE		\$ -
FIRE BUILDING	MV1209	3408	217	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	218	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	219	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	220	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	221	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	222	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	223	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	224	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	225	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	226	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	227	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	228	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1209	3408	301	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	302	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	303	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	304	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	306	CLASSROOM	702	CLASSROOM	\$ 112.32	
FIRE BUILDING	MV1209	3408	307	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	308	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1209	3408	309	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	

Riverside County Ben Clark Public Safety Training Center
 Room and Office Use Fee Schedule
 Rounded to whole cents per Board Approved Rate

4/20/2010 extracted from number for CHP Classrooms 2/2/11 added classrooms 216 & 217 (log 3-03)

ROOM TYPE	RATE	OCCUPANCY						
Classroom Rate per sq ft / day	\$ 0.16	SHERIFF						
Office per sq ft / month	\$ 2.13	CHP						
Conference Rm per sq ft / hour	\$ 0.02	FIRE						
Mat Room per sq ft / day	\$ 0.10	RCC						
Range per bay / day	\$ 413.76							
Scenario / day	\$ 413.76							
COUNTY AGENCY	FM BUILDING #	BUILDING	ROOM NO	ROOM DESCRIPTION	SQUARE FOOTAGE OF ROOM	TYPE OF ROOM	COST/DAY	COST/MONTH
FIRE BUILDING	MV1209	3408	310	CLASSROOM AND STOREROOM	585	CLASSROOM	\$ 93.60	
FIRE BUILDING	MV1208	3407	101	SPMC	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	102	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	103	ANN	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	104	GLENDA SEE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	105	SHERRI NISSLEY	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	106	KAY HAMILTON	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	107	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	108	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	109	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	110	OFFICE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	113	HOLLY BOWS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	115	MARY GALLARDO	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	116	NATALIE HANNUM	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	117	DAN HEISER	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	118	BOB FONTANE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	119	CHRIS NOLLETTE	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	120	PHIL RAWLINGS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	121	LOURDES DAVIS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	122	RCC EMS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	123	RCC EMS	195	OFFICE		\$ 415.35
FIRE BUILDING	MV1208	3407	124	RCC CLASSROOM	486	CLASSROOM	\$ 77.76	

**Exhibit B, Attachment 2
 Classroom Rate Worksheet**

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT BEN CLARK TRAINING CENTER CLASSROOM - DAILY RATES							
PHYSICAL DESCRIPTION	COUNTY BUILDING NUMBER	MODULAR BUILDING NUMBER	BUILDING LETTER / ROOM NUMBER	DESCRIPTION	SQUARE FOOTAGE	CHARGE PER DAY	CHARGE PER HALF DAY
20732 11TH STREET	MV096	7	B	ACADEMY CLASSROOM	2,160	345.60	172.80
20732 11TH STREET	MV094	8	A	ACADEMY CLASSROOM	2,160	345.60	172.80
20732 11TH STREET	MV097	9	D	ACADEMY CLASSROOM	2,160	345.60	172.80
20732 11TH STREET	MV095	10	C	ACADEMY CLASSROOM	2,160	345.60	172.80
20732 11TH STREET	MV093	11	F	CORRECTIONS ACADEMY CLASSROOM	1,440	230.40	115.20
20732 11TH STREET	MV092	12	E	CORRECTIONS ACADEMY CLASSROOM	1,440	230.40	115.20
20786 11TH STREET	MV108	25	I	CLASSROOM	1,440	230.40	115.20
20786 11TH STREET	MV112	26	J	CLASSROOM	1,440	230.40	115.20
20786 11TH STREET	MV113	27	K	CLASSROOM	1,440	230.40	115.20
20786 11TH STREET	MV115	28	L	CLASSROOM	1,440	230.40	115.20
20848 11TH STREET	MV091	29	A	CLASSROOM	1,440	230.40	115.20
20848 11TH STREET	MV116	30	B	CLASSROOM	1,440	230.40	115.20
20848 11TH STREET	MV090	31	C	CLASSROOM	2,160	345.60	172.80
20848 11TH STREET	MV118	32	D	CLASSROOM	2,160	345.60	172.80
20848 11TH STREET	MV110	33	E	CLASSROOM	2,160	345.60	172.80
20848 11TH STREET	MV117	34	F	CLASSROOM	2,160	345.60	172.80
20848 11TH STREET	MV111	35	G	CLASSROOM	2,160	345.60	172.80
17425 FERGUSON AVE	MV1227	N/A	N/A	RANGE CLASSROOM	1,886	301.76	150.88
16791 DAVIS AVE	MV1204	N/A	N/A	RSO DISPATCH CENTER	2,303	368.48	184.24
16791 DAVIS AVE	MV1204	N/A	N/A	SIMULATOR CLASS - EACH	79.00	79.00	N/A

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT BEN CLARK TRAINING CENTER MAT ROOM - DAILY CHARGES							
PHYSICAL DESCRIPTION	COUNTY BUILDING NUMBER	MODULAR BUILDING NUMBER	BUILDING LETTER	DESCRIPTION	SQUARE FOOTAGE	CHARGE PER DAY	CHARGE PER HALF DAY
20694 11TH STREET	MV1232	1	B	MAT ROOM	3,480	348.00	174.00
20694 11TH STREET	MV1233	2	A	MAT ROOM	3,480	348.00	174.00
20694 11TH STREET	MV1235	4	C	MAT ROOM	3,480	348.00	174.00

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT BEN CLARK TRAINING CENTER CONFERENCE ROOMS - HOURLY CHARGE					
PHYSICAL DESCRIPTION	COUNTY BUILDING NUMBER	ROOM NUMBER	DESCRIPTION	SQUARE FOOTAGE	CHARGE PER HOUR
20694 11TH STREET	MV1232	111	MAIN CONFERENCE ROOM	1,140	22.80
20694 11TH STREET	MV1233	200H	EXECUTIVE CONFERENCE ROOM	648	12.96

RIVERSIDE COUNTY SHERIFF'S DEPARTMENT BEN CLARK TRAINING CENTER CLASSROOM - DAILY RATES					
PHYSICAL DESCRIPTION	COUNTY BUILDING NUMBER	MODULAR BUILDING NUMBER	BUILDING LETTER / ROOM NUMBER	DESCRIPTION	CHARGE PER CLASS
16791 DAVIS AVE	MV1204	N/A	N/A	SIMULATOR CLASS - EACH	79.00

Exhibit B, Attachment 3 Modular Map

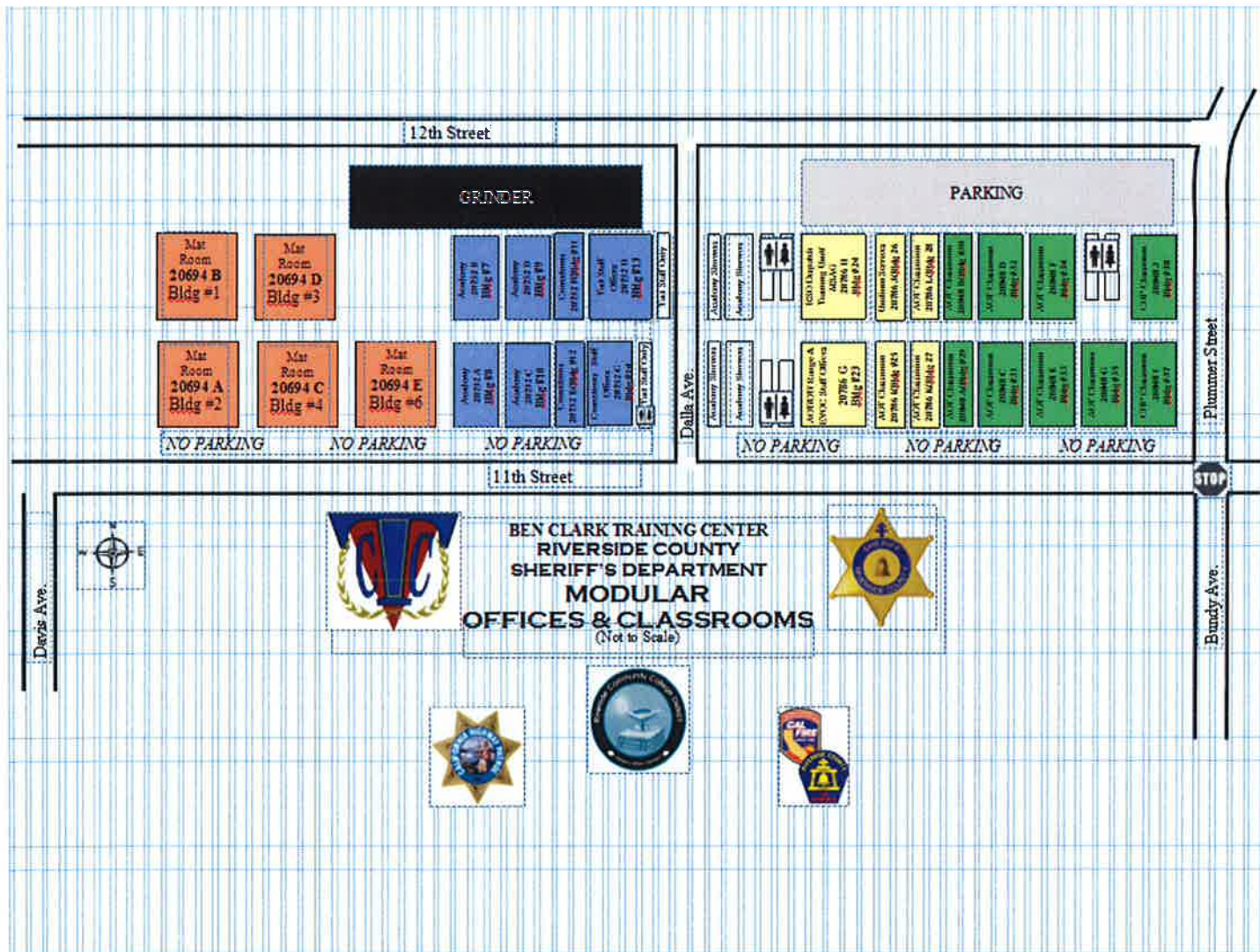


EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. 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 project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.
2. SETTLEMENT OF DISPUTES: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. AGENCY LIABILITY: The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. IMPRACTICABILITY OF PERFORMANCE: This Agreement may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
5. LICENSES AND PERMITS: The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit (s), the State may, in addition to other remedies it may have, terminate this Contract upon occurrence of such event.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

1. 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.
2. CONFIDENTIALITY OF DATA: 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.

The contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

4. POTENTIAL 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 its 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. DISABLED VETERN BUSINESS ENTERPRISE (DVBE): The State has determined that the DVBE participation goals for this Agreement are exempt. However, the Contractor may use DVBE's and report the participation to the State.
6. WORKER'S COMPENSATION AND EMPLOTER'S LIABILITY: The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Contract. Employer's liability limits of \$1,000,000 are required.
7. INSURANCE REQUIREMENTS: The Contractor shall have in effect at all times during the term of this Contract general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this Contract. In the even said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to provide for herein for not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work shall be performed prior to approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies, terminate this Contract.