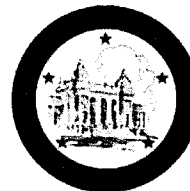


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.20  
(ID # 11305)

**MEETING DATE:**

Tuesday, January 28, 2020

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

**SUBJECT:** ECONOMIC DEVELOPMENT AGENCY (EDA): Adoption of Resolution No. 2020-252, A Resolution of the Board of Supervisors of the County of Riverside Ratifying and Approving the State of California Standard Agreement (2T100651) between the State of California, Department of Forestry and Fire Protection Fuels Crew and the County of Riverside for a License Agreement for use of the Ben Clark Public Safety Training Center from December 1, 2019 through November 30, 2022 [\$0], District 1, CEQA Exempt, (Clerk of the Board to File the Notice of Exemption within five business days)

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

1. Find that the project is exempt from the California Environmental quality Act (CEQA); State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15303, Class 3, New Construction or Conversion of Small Structures Exemption; Section 15311, Class 1, Accessory Structures Exemption; Section 15061 (b) (3), General Rule or "Common Sense" Exemption 15301, 15303, and 15311;

**ACTION:**Policy

Robert Field, Assistant County Executive Officer/ECD

12/5/2019

Shawn Newman, Chief Cal Fire Riverside County

12/5/2019

---

**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: January 28, 2020  
xc: EDA

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

2. Adopt Resolution No. 2020-252, ratifying and approving the State of California Standard Agreement (2T100651) between the State of California, Department of Forestry and Fire Protection Fuels Crew and the County of Riverside for a License Agreement for use of the Ben Clark Public Safety Training Center from December 1, 2019 through November 30, 2022; 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.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS: N/A</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 2020/21-2022</b>	

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

**BACKGROUND:**

**Summary**

The State of California, Department of Forestry and Fire Protection (CAL Fire) will utilize the Ben Clark Public Safety Training Center (BCTC) classrooms and grounds to partner together with County Fire Department to train in new fire technology programs to improve the health of the State's forest to mitigate the threat and impacts of deadly and destructive wildfires. The Governor of California has issued SB 901 to improve the health of the State's forest and help mitigate the threat and impacts of deadly and destructive wildfires, which hinder the state's progress toward its climate goals. This year alone 1.3 million acres of California have burned. The loss of life and property has been staggering. The State of California is taking steps to ensure that this doesn't happen again. SB 901 is a necessary first step for training to prevent future catastrophic wildfires across the state while protecting utility ratepayers from unfairly bearing the costs of wildfire impacts.

CAL Fire will bring the necessary equipment to BCTC to assist with the training techniques and programs. Currently there is no place to secure CAL Fire's equipment at BCTC. CAL Fire's equipment consist of bull dozers, Fire trucks and trade fixtures. Therefore, CAL Fire at CAL Fire's sole cost and expense will provide the necessary ground improvements to approximately 14,520 square feet of space within close proximity to County Fire classrooms at BCTC to secure the equipment and create a work center for training purposes. The ground improvements will consist of leveling the grounds and connecting to existing electricity infrastructure adjacent to Bundy Avenue right-of-way, which is an internal roadway with BCTC; pour five concrete slabs in preparation and delivery of four 40 ft. storage containers and one 20 ft. storage container to secure trade fixtures; install a 26 gage painted steel roof with trim and gutter with downspouts

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

over the containers; and install a 40 x 10 ft. chain-link fence to secure the entire 14,520 square feet work and training area. The ground improvements performed and installed by CAL Fire shall become the property of County with exception of the trade fixtures.

In addition, as per the State of California, Department of forestry and Fire Protection, CAL Fire Standard Agreement number 2T100651, attached hereto, the maximum amount of the agreement to reimburse the County for the use of classrooms and training grounds is \$96,605.20.

Pursuant to the California Environmental Quality Act (CEQA), the agreement was reviewed and determined to be categorically exempt per State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15303, Class 3, New Construction or Conversion of Small Structures Exemption; Section 15311, Class 11, Accessory Structures Exemption; Section 15061 (b) (3), General Rule or "Common Sense" Exemption.

The contract terms are as follows:

Lessee: State of California, Department of Forestry and Fire Protection (CAL Fire)

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

Use: Classrooms, Scenario Village and Grounds

Term: December 1, 2019 through November 30, 2022

Rent: \$96,605.20

Rental Adjustments: None

Utilities: County

Parking: County

Custodial: County

Maintenance: County performs maintenance for classrooms. CAL Fire to maintain the improved grounds

Improvements: Ground Improvements at Lessee's sole cost and expense

RCIT Costs: None

**Impact on Citizens and Businesses**

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

The Forestry Management fund SB 901 training at the Ben Clark Public Safety Training Center translates into enhanced performance for the Fire Department and trainees. This training will encourage local communities and business to better plan for wildfires and ease land and business owners' efforts to conduct fuel treatments on their land.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Revenue of \$96,605.20 will be received from the State of California, Department of Forestry and Fire Protection (CAL Fire) Fuels Crew #361. All associated costs for the State of California, Department of Forestry and Fire Protection (CAL Fire) Agreement Number 2T100651 will be fully reimbursed by BCTC through State funds SB 901. There is no budget adjustment associated with this transaction.

The attached State of California, Department of Forestry (CAL Fire), Fuels Crew #361 Agreement Number 2T100651 has been reviewed and approved by County Counsel as to legal form.

**Attachments:**

- Resolution No. 2020-252
- State of California, Department of Forestry and Fire Protection (CAL Fire) Fuels Crew #361 Agreement Number 2T100651
- Exhibit A License Agreement
- Exhibit B Ground Improvements
- Exhibit C States General Terms and Conditions (GTC-04/2017)
- Exhibit D Fuel Crew #361 Lease Rates
- Exhibit E CAL Fire Rate Sheet (County)
- Exhibit F County Policy
- Notice of Exemption
- Aerial Map

  
Steven Aikesson

1/16/2020

  
Gregory J. Priamos, Director County Counsel

1/15/2020

2  
3 RESOLUTION NO. 2020-252

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
5 RIVERSIDE RATIFYING AND APPROVING THE STATE OF CALIFORNIA STANDARD  
6 AGREEMENT (2T100651) BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF  
7 FORESTRY AND FIRE PROTECTION FUELS CREW AND THE COUNTY OF RIVERSIDE  
8 FOR A LICENSE AGREEMENT FOR USE OF THE BEN CLARK PUBLIC SAFETY  
9 TRAINING CENTER FROM DECEMBER 1, 2019 THROUGH NOVEMBER 30, 2022.

10 WHEREAS, the Department of Forestry and Fire Protection (“State of California”) and  
11 the County of Riverside (“County”) desire to enter into a license agreement for use of the Ben  
12 Clark Training Center (“BCTC”) by the State for use of the class rooms and training grounds to  
13 implement SB901 mandated by the Governor of California for new technologies to improve the  
14 health of the State’s forest and mitigate the threat and impacts of deadly and destructive wildfires;  
15 and

16 WHEREAS, the County has reviewed and determined that the State of California  
17 Standard Agreement, Agreement No. 2T100651, between the State of California and the County  
18 is categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to  
19 State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15303,  
20 Class 3, New Construction or Conversion of Small Structures Exemption; Section 15311, Class  
21 1, Accessory Structures Exemption; Section 15061 (b) (3), General Rule or “Common Sense”  
22 Exemption because the proposed project is the continuation of use of existing facilities and will  
23 have no significant impact on the environment.

24 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the  
25 Board of Supervisors of the County of Riverside (“Board”), in regular session assembled on  
26 January 28, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors  
27 located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside,  
28 California, that this Board hereby finds that the environmental impacts of the project have been

01.28.2020 3.20

FORWARDED APPROVED COUNTY COUNSEL  
BY: WESLEY M. STANFIELD  
DATE: 1/15/2020

1 sufficiently assessed and have determined that the activity in question will not have a significant  
2 effect on the environment; the proposed action qualifies for exemption under State CEQA  
3 Guidelines Section 15301, 15303, 15311, 15061 because the proposed license agreement is for  
4 the use of existing facilities which include no expansion of existing facilities and will have no  
5 significant impact on the environment.

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board  
7 ratify and approve the State Standard Agreement, Agreement No. 2T100651 between the State of  
8 California and County, for the use of BCTC's class rooms and training grounds.

9 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman  
10 of the Board is authorized to execute the State of California Standard Agreement (2T100651)  
11 between the State of California and County of Riverside for use of BCTC.

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

15  
16 CC:ar/111319/011SH, State Contract 2T100651/20.856

17 ROLL CALL:

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

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

23 Kecia R. Harper, Clerk of said Board

24 By   
25 Deputy

26  
27  
28



Original Negative Declaration/Notice of Determination was routed to County Clerks for posting on: 1/30/2020 Date Initial CB

NOTICE OF EXEMPTION

November 19, 2019

Project Name: County of Riverside, Economic Development Agency (EDA) Standard Agreement with California Department of Forestry and Fire (Cal Fire) for use of the Ben Clark Public Safety Training Center (BCTC), Riverside

Project Number: FM0412500011

Project Location: 16791 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; Assessor's Parcel Number 294-110-005

Description of Project: The County of Riverside (County) desires to continue a partnership with Cal Fire to provide public safety educations facilities at BCTC. County Sheriff and Cal Fire currently operate public safety educational at BCTC, including classrooms, a Range, laboratory facilities, drill grounds for the purpose of teaching criminal justice, fire technology, emergency medical services, and related coursework. The County and Cal Fire would like to enhance the quality of fire prevention and vegetation management training services and are seeking to enter into a new agreement for the use of additional space, which will also help both the County and Cal Fire meet demand for public safety training for fire technology programs. Cal Fire desires to license a portion of BCTC to be eligible to receive State and funding associated with SB901 that will develop training for combatting wildfires and simultaneously improving the health of State forests through vegetation management. The area will serve as the work center hub for Cal Fire staff, which will house training tools, vehicles, and materials. CAL Fire will bring in the necessary equipment to BCTC to assist with the training techniques and programs. Currently there is no place to secure CAL Fire's equipment at BCTC. CAL Fires equipment consist of bull dozers, Fire trucks and trade fixtures. Therefore, CAL Fire at CAL Fire's sole cost and expense will provide the necessary ground improvements to approximately 14,520 square feet of space within close proximity to County Fire classrooms at BCTC to secure the equipment and create a work center for training purposes. The ground improvements will consist of leveling the grounds and connecting to existing electricity infrastructure adjacent to Bundy Avenue right-of-way, which is an internal roadway with BCTC; pour five concrete slabs in preparation and delivery of four 40 foot storage containers and one 20 foot storage container to secure trade fixtures; install a 26 gage painted steel roof with trim and gutter with downspouts over the containers; install a 40 x 10 foot chain-link fence to secure the entire 14,520 square feet work and training area. The ground improvements performed and installed by CAL Fire shall become the property of County with exception of the trade fixtures. The term for the Agreement will be three years, commencing December 1, 2019 and terminating November 30, 2022. The Agreement will allow Cal Fire to provide and maintain infrastructure for public safety training associated with SB901 is identified as the proposed project under the California Environmental Quality Act (CEQA).

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, California Department of Forestry and Fire

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**Exempt Status:** State CEQA Guidelines, Section 15301, Class 1, Existing Facilities Exemption; Section 15303, Class 3, New Construction or Conversion of Small Structures Exemption; Section 15311, Class 11, Accessory Structures 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, 15303, and 15311.

**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 Agreement and use of the facilities.

- **Section 15301 – Class 1 Existing Facilities Exemption:** This categorical exemption includes the operation, repair, maintenance, licensing, 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 an Agreement to use the existing facilities for public safety training. Both the County Sheriff and Cal Fire currently provide existing training programs at BCTC and the necessary utility infrastructure needed for the site is currently provided within the BCTC campus. The provision of additional fire technology training would consist of 14,520 square feet of area, 1,440 of which would be building/storage space. The site would require 14 additional staff members, which would be a negligible expansion of the existing capacity. BCTC has previously been planned and approved through a Master Plan and Environmental Impact Report for over 5,300 staff and visitors per day on 839,100 square feet of area. The License Agreement would not require any expansion of public services and facilities; therefore, the project is exempt as the project meets the scope and intent of the Class 1 Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15303 (c) –New Construction or Conversion of Small Structures:** This Class 3 exemption includes the construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure, including but not limited to (c) a store, motel, office, restaurant, or similar structure not involving the use of significant amounts of hazardous substances, and applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive. The new building space would consist of five Connex storage containers, totaling 1,440 square feet to be used for storage and tool repair. The space is located within the Ben Clark Training Facility which is an area where all public services and facilities are available to allow for maximum development permissible in the General Plan. The increase in size from the structures is less than the 10,000 square-foot threshold within this exemption. The proposed site is surrounded by additional public safety training facilities, located within the limits of the Riverside urbanized area, on County-owned land and is not adjacent to environmentally sensitive land. The proposed training space would be within the existing Ben Clark Training Center and would be consistent with the existing land use. The existing Ben Clark Training Center has all of the necessary services available, and the project, as proposed, is a minor addition to the existing Cal Fire training program to improve and provide the appropriate level of fire technology training services. The development of the area would be accommodated by the existing on-site utilities, without a need to expand or increase the capacity of existing infrastructure. The proposed buildings will be located on previously developed land within the Ben Clark Training Center, and would not substantially increase or expand the use of the existing Cal Fire training program, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the Categorical Exemption identified in Section 15303, Article 19, Categorical Exemptions of the CEQA Guidelines.



- **Section 15311 – Class 11 Accessory Structures Exemption:** This categorical exemption includes the construction, or placement of minor structures accessory to (appurtenant to) existing commercial, industrial, or institutional facilities. The project, as proposed, includes the construction of perimeter fencing to limit access onto the storage, and tool repair area and the provision of a small parking lot to accommodate 18 vehicles. The fencing would provide gated access point for access to the facility. The new fencing and small parking lot are accessory structures to the existing County facility, and will not substantially increase or expand the use of the site; therefore, the project is exempt as the project meets the scope and intent of the Class 11 Exemption identified in Section 15311, 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 Agreement and use of BCTC facilities will not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be consistent with the existing use and will not create any new environmental impacts to the surrounding area. No alterations and no impacts beyond the ongoing, existing use of the site would occur. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  Date: 11/19/19

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

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

Project Name: California Department of Forestry and Fire Protection Standard Agreement for Use of Ben Clark Public Safety Training Center

Accounting String: 524830-47220-7200400000- FM0412500011

DATE: November 19, 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: November 19, 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 # FM041250011**  
California Department of Forestry and Fire Standard Agreement for Use of Ben Clark Public Safety Training Center

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

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

**Mail Stop #1330**

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

**Economic Development Agency,**

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

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

Attachment

cc: file

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010  
Post Office Box 1147, Riverside, Ca 92502-1147  
Thank you.

STATE OF CALIFORNIA  
STANDARD AGREEMENT  
STD 213 (Rev 06/03)

AGREEMENT NUMBER  
**2T100651**  
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Forestry and Fire Protection

CONTRACTOR'S NAME

County of Riverside

2. The term of this Agreement is: December 1, 2019 through November 30, 2022

3. The maximum amount of this Agreement is \$96,605.20

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.

- Exhibit A – License Agreement 6 pages
- Exhibit B – Ground Improvement Plans 3 pages
- Exhibit C\* – General Terms and Conditions (GTC-04/2017) pages
- Exhibit D – Fuel Crew #361 Lease Rates pages
- Exhibit E – CAL Fire Rate Sheet (County) pages
- Exhibit F – County Policy pages

ATTEST:

KECIA B. HARPER, Clerk

BY [Signature]  
DEPUTY

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

CONTRACTOR

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

COUNTY OF RIVERSIDE

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

1/28/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

V. Manuel Perez, Chairman, Board of Supervisors

ADDRESS

4080 Lemon Street, Riverside, CA 92501

STATE OF CALIFORNIA

AGENCY NAME

Department of Forestry and Fire Protection (CAL FIRE), Fuels Crew #361

BY (Authorized Signature)

[Signature]

DATE SIGNED (Do not type)

2/20/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

James DeGraff, Real Property Manager

ADDRESS

CAL FIRE  
Technical Services  
PO Box 944246  
Sacramento, CA 94244-2460

California Department of  
General Services Use Only

Exempt per:

FORM APPROVED COUNTY COUNSEL  
DATE 1/14/2020  
BY: WESLEY W. STANFIELD

## EXHIBIT A LICENSE AGREEMENT

### BEN CLARK PUBLIC SAFETY TRAINING CENTER

The **DEPARTMENT OF FORESTRY AND FIRE PROTECTION, LICENSEE**, hereinafter referred to as "**CAL FIRE**", and the **COUNTY OF RIVERSIDE, a political subdivision of the State of California, LICENSOR**, hereinafter referred to as "**COUNTY**", do hereby agree as follows:

The term "Parties" may be used throughout this document to collectively refer to **CAL FIRE** and **COUNTY**.

- LICENSE AGREEMENT:** COUNTY hereby enters into a License Agreement with CAL FIRE, upon the terms and conditions hereinafter set forth, certain office, classroom, storage space and parking facilities, for the purpose of operations and training, by CAL FIRE's Fuels Crew 361, at the COUNTY facility known as the Ben Clark Public Safety Training Center (BCTC). The location of designated classrooms, offices, parking and material storage area currently utilized by CAL FIRE are hereinafter referred to as the "Premises", and shown on the attached Exhibit "B", consisting of three (4) pages incorporated herein by this reference. Any change to assignments for any of the space mentioned above must be in writing and will be mutually agreed upon between the Parties.
- TERM:** The term of this License Agreement shall be from December 1, 2019 through November 30, 2022. In the event the parties intend to renew this License Agreement at the end of the term, and the Parties have not yet finalized a renewal License Agreement, the terms and conditions of this License Agreement will continue in full force and effect, on a month-to-month basis, until a new License Agreement can be completed, approved and signed by all Parties. During any hold over period of License Agreement, CAL FIRE's rental rate shall, at the option of the COUNTY, be adjusted to be consistent with the most current established rental rate as for the premises, payable on a monthly basis. In the event the finalized, executed renewal License Agreement includes an increase in costs to CAL FIRE, CAL FIRE shall promptly make up the payment difference between the current rate and the new rate. COUNTY offers and CAL FIRE accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to CAL FIRE beyond the term stated above or as said term is reduced as provided herein.
- PAYMENT BASIS:** CAL FIRE agrees to compensate COUNTY at rates established and adopted by the County Board of Supervisors (County Board Policy H-30) Exhibit "F" attached hereto and incorporated herein with Exhibit's "D" and "E". Said rates are based on total square footage of all space utilized by CAL FIRE, on a half-hour, hourly, or whole day's usage. CAL FIRE shall be notified by COUNTY of any proposed change in rates to be charged prior to COUNTY's submittal to the Board of Supervisors for adoption, and CAL FIRE shall be given an opportunity to review and approve the proposed change with COUNTY personnel. Any rate increases shall take effect at the beginning of the COUNTY's next fiscal year, beginning July 1, and each anniversary thereafter.
- IMPROVEMENTS:** The Parties use of the term "trade fixtures" and reference to Section 1019 of the California Civil Code shall not be interpreted as the Parties intending that this License Agreement convey any property interest or that this License Agreement create a landlord-

## **EXHIBIT A LICENSE AGREEMENT**

tenant relationship. This License Agreement does not convey and property interest to Cal Fire, nor does this License Agreement create a landlord-tenant relationship between the Parties. In the event CAL FIRE desires to make any improvements, alterations or installations of fixtures, it shall first notify and provide COUNTY with proposed plans (if applicable) and obtain COUNTY's written approval from the Economic Development Agency, to initiate said improvements, alterations or installation of fixtures. COUNTY shall not unreasonably withhold consent. CAL FIRE shall be responsible for all improvement costs related to the Fuels Crew's specific operational needs.

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

5. **DISPOSITION OF PERSONAL PROPERTY:** During the term of this License Agreement, all personal property placed in, upon, or under the Premises by CAL FIRE shall remain the property of CAL FIRE and shall be removed by CAL FIRE, at its sole cost and expense within thirty (30) days after expiration or termination of CAL FIRE's tenancy.

Should CAL FIRE fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the License Agreement, COUNTY may do so at the risk of CAL FIRE. Upon written demand by COUNTY, CAL FIRE shall immediately pay all costs and expenses for the removal of CAL FIRE's personal property and equipment.

- 6 **EMPLOYEES AND AGENTS OF CAL FIRE:** It is understood and agreed that all persons hired by CAL FIRE, including affiliates, principals, consultants or representatives, shall be considered to be employees or agents of CAL FIRE and not of COUNTY.

7. **SIGNS:** Other than the signs, displays or other forms of advertising which CAL FIRE already has in place, CAL FIRE shall not add any additional signage, displays or advertising without the written consent of COUNTY. Said approval shall not be unreasonably withheld.

8. **FURNITURE AND EQUIPMENT:** COUNTY shall provide furniture in the classroom areas. CAL FIRE shall have the right to install portable equipment and fixtures as may be necessary for conducting classes and such equipment shall remain the property of CAL FIRE. CAL FIRE shall provide all office furniture and equipment that may be required for conducting business by CAL FIRE.

9. **INGRESS AND EGRESS:** CAL FIRE shall be permitted ingress and egress to and from the premises through such doors and routes as are designated by the COUNTY through its Sheriff's Department and COUNTY Fire Department.

## EXHIBIT A LICENSE AGREEMENT

10. **PARKING:** CAL FIRE's employees, guests, invitees and Permitted Users shall have the use of automobile parking spaces, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by COUNTY. COUNTY reserves the right to designate parking areas within reasonable proximity to the Premises for CAL FIRE's agents, invitees, and employees. Parking is allowed in designated parking areas only.
11. **CUSTODIAL MAINTENANCE:** COUNTY shall provide for custodial services in connection with the premises and shall maintain the premises in good working order and repair.
12. **UTILITIES:** COUNTY shall provide, or cause to be provided, all utility services, including, but not limited to, electric, water, gas, refuse collection and sewer services necessary for the operation, maintenance and use of the premises. In addition, COUNTY shall provide internet infrastructure for all office space used by CAL FIRE.
13. **INSPECTION OF PREMISES:** COUNTY shall have, at any time during normal business hours, the right to enter the premises used by CAL FIRE for the purpose of inspecting, monitoring and evaluating the obligations of CAL FIRE hereunder and for the purpose of conducting any and all activities which it is obligated and has a right to do under this License Agreement. COUNTY will do everything possible in connection with any inspections to see that classes in session at the time of inspection are disrupted as little as possible.
14. **QUIET ENJOYMENT:** CAL FIRE shall have, hold and quietly enjoy the use of the premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this License Agreement.
15. **TERMINATION BY COUNTY:** COUNTY shall have the right to terminate this License Agreement forthwith if CAL FIRE:
  - a) Files for voluntary or involuntary bankruptcy;
  - b) Makes a general assignment or CAL FIRE's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors;
  - c) Abandons the premises; or
  - d) Refuses to meet any of its obligations hereunder or as otherwise provided by law.
16. **TERMINATION BY EITHER PARTY:** Notwithstanding the provisions in Paragraph 12 above, either Party may terminate this License Agreement upon notice in writing to the other Party of not less than thirty (30) days prior to the effective date of termination.
17. **INSURANCE:** In accordance with Government Code section 11007.4, the State of California has elected to be self-insured for liability exposures. Under this form of insurance, the State and its employees acting in the course and scope of their employment are insured for tort liability arising out of official State business. All claims against the State of California based on tort liability should be presented as a government claim to the Government Claims Program, P.O. Box 989052, MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) at: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>.

## EXHIBIT A LICENSE AGREEMENT

The State of California has also elected to be insured for its motor vehicle liability exposure through the State Motor Vehicle Liability Self-Insurance Program (VELSIP). This program provides liability coverage arising out of the operations of motor vehicles used by state employees for official state business (California Vehicle Code Sections 17000 and 17001). Motor vehicle liability claims against the State of California should be presented to the Office of Risk and Insurance Management at: P.O. Box 989052 MS-403, West Sacramento, CA 95798-9052, (800) 900-3634, [claims@dgs.ca.gov](mailto:claims@dgs.ca.gov). If your motor vehicle liability claim is not resolved within six months from the date of loss, California law requires you to file a formal claim with the Government Claims Program at: P.O. Box 989052 MS 414, West Sacramento, CA 95798-9052. (Gov. Code section 900, et. seq.) at: <http://www.dgs.ca.gov/orim/Programs/GovernmentClaims.aspx>. The State of California has a Master Agreement with the State Compensation Insurance Fund regarding workers' compensation benefits for all state employees, as required by the Labor Code.

18. **INDEMNIFICATION/HOLD HARMLESS:** The State agrees to indemnify and hold harmless the COUNTY to the extent authorized by Government Code Section 14662.5 and agrees to repair or pay for any damage proximately caused by reason of the State's use of said premises during the term of this License Agreement, except to the extent that any such damages suffered by COUNTY are the result of COUNTY's negligent or wrongful acts or the acts of any persons acting under or on behalf of the COUNTY and/or where the State is found to have no liability by reason of any immunity arising by statute or common law in connection with the fulfillment of the State's constitutional and statutory public responsibilities.

The obligations to indemnify and hold COUNTY free and harmless herein shall survive until any claim, action or cause of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

COUNTY agrees to indemnify and hold harmless the State in the event of any claim, demand, cause of action, judgments, obligations, or liabilities, and all reasonable expenses which State may suffer as direct and proximate result of the negligence or other wrongful act or violation of law by the COUNTY, its employees, or any person or persons acting under the direct control and authority of the COUNTY or its employees, in connection with the State's occupancy of said premises under and during the term of this License Agreement except to the extent that any such damages or expenses suffered by State are the result of State's sole negligence.

The obligations to indemnify and hold the State free and harmless herein shall survive until any claim, action or cause of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

19. **LIMITATIONS:** COUNTY reserves the right to close BCTC during times of emergency or when needed by the Sheriff or Fire Departments for their activities.



## EXHIBIT A LICENSE AGREEMENT

COUNTY shall notify CAL FIRE of any such closure as soon as practicable, but not less than 48 hours prior to closure unless the closure is for an emergency due to natural disaster or a catastrophic event and in that case, notice shall be as soon as possible after the decision to do the closure.

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

The Project Representatives during the term of this License Agreement will be:

Agency: <b>Department of Forestry and Fire Protection</b>	Contractor: <b>County of Riverside Ben Clark Safety Training Center</b>
Name: Len Nielson	Name: Phillip Rawlings
Phone: (559) 243-4126	Phone: (951) 571-8630
Fax:	Fax: (951) 657-2662
Email: <a href="mailto:Len.nielson@fire.ca.gov">Len.nielson@fire.ca.gov</a>	Email: <a href="mailto:Phillip.rawlings@fire.ca.gov">Phillip.rawlings@fire.ca.gov</a>

Direct all inquiries to:

Agency: <b>Department of Forestry and Fire Protection</b>	Contractor: <b>County of Riverside Ben Clark Safety Training Center</b>
Technical Services	Section/Unit:
Attn: James DeGraff, Real Property Manager	Attention: Phillip Rawlings
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: 16791 Davis Avenue Riverside, CA 92518
Phone: (916) 327-2583	Phone: (951) 571-8630
Fax: (916) 324-3400	Fax: (951) 657-2662
Email: <a href="mailto:james.degraff@fire.ca.gov">james.degraff@fire.ca.gov</a>	Email: <a href="mailto:Phillip.Rawlings@fire.ca.gov">Phillip.Rawlings@fire.ca.gov</a>

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

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

21. **CONFORMITY WITH LAW AND SAFETY:** CAL FIRE 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.

## EXHIBIT A LICENSE AGREEMENT

**ACCIDENTS:** If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, CAL FIRE shall immediately notify the BCTC staff or Riverside County Sheriff Dispatch Department. CAL FIRE 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:

Name and address of the injured or deceased person(s);

Name and address of CAL FIRE's risk manager for purposes of Insurance coverage;

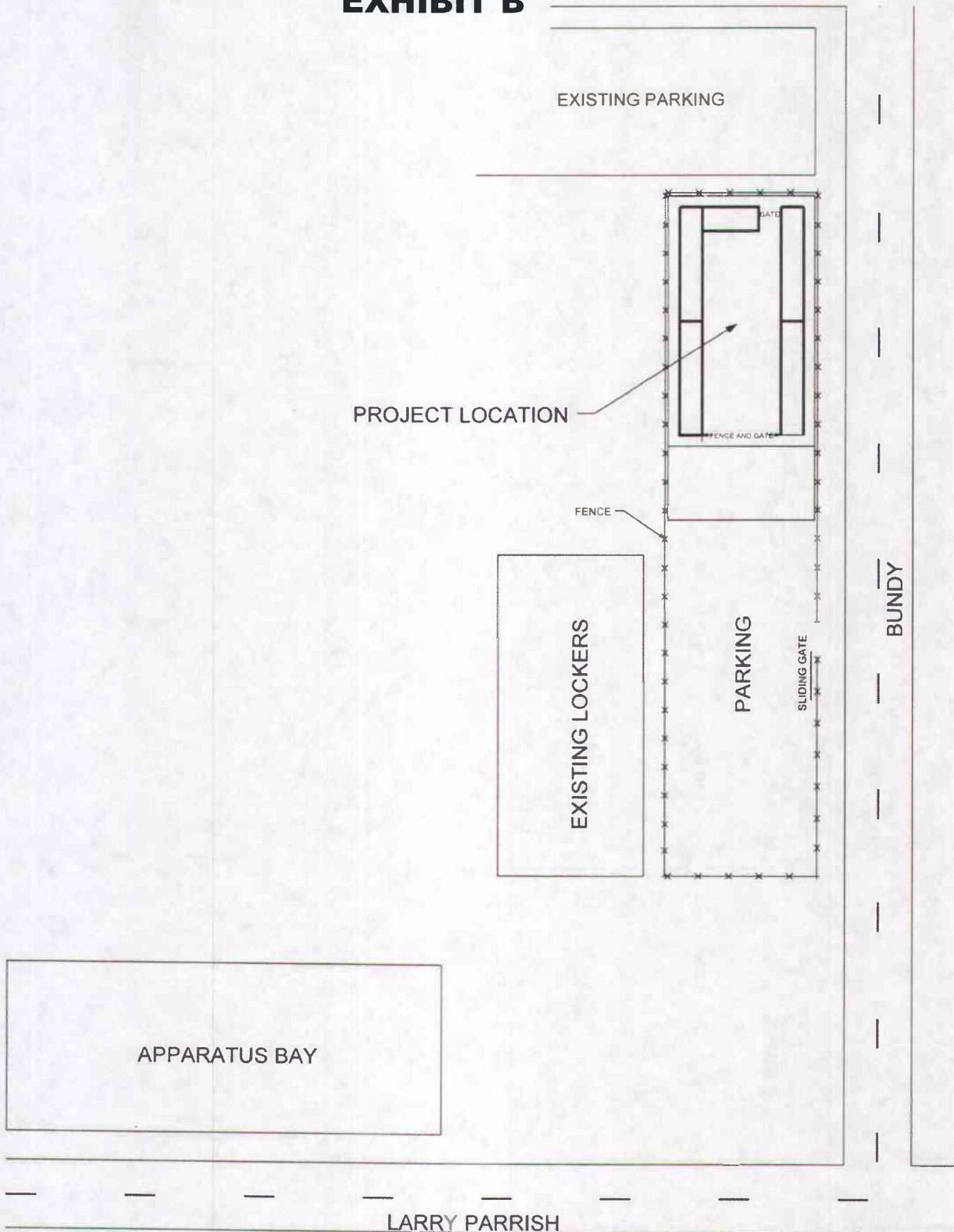
A detailed description of accident and whether any of COUNTY's equipment, tools, material or staff were involved.

22. **DRUG FREE WORKPLACE:** CAL FIRE and its employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. CAL FIRE's employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any COUNTY facility, including the training facilities. If any employee of CAL FIRE is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any COUNTY facility or work site, CAL FIRE within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.
23. **ASSIGNMENT:** CAL FIRE shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without first obtaining the written consent of COUNTY.
24. **BINDING ON SUCCESSORS:** CAL FIRE, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the parties thereto shall be jointly and severally liable hereunder.
25. **SEVERABILITY:** If any provision of this License Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions shall continue in full force and effect.
26. **NON-DISCRIMINATION:** The Parties assure that they will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's with Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam Era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this License Agreement.
27. **JURISDICTION AND VENUE:** This License 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.

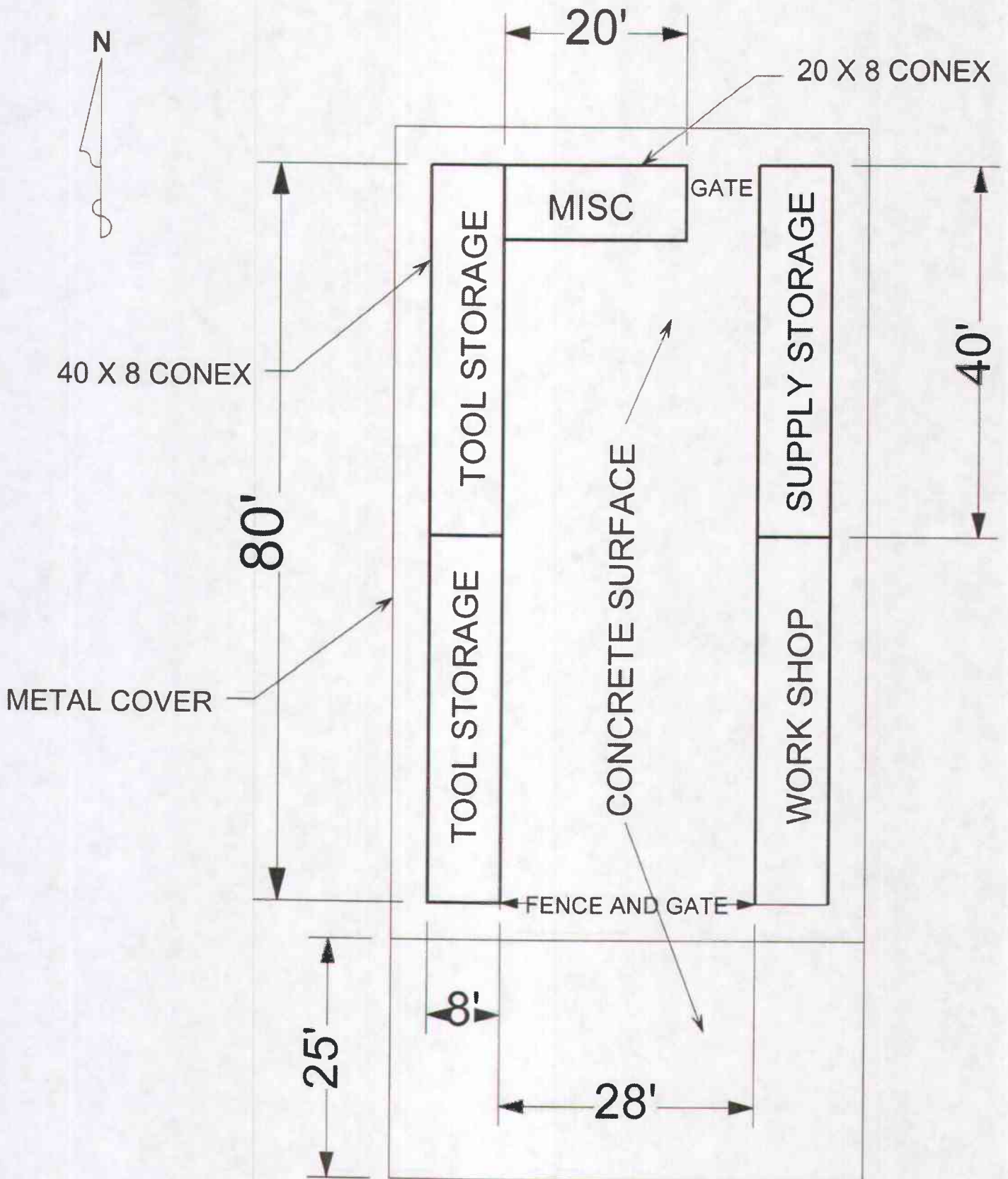
## **EXHIBIT A LICENSE AGREEMENT**

28. **ENTIRE AGREEMENT:** This License Agreement may be changed or modified only upon the written consent of the Parties. This License Agreement is intended by the Parties as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof.
29. **APPROVAL:** This License Agreement requires the approval of the Riverside County Board of Supervisors, California Department of Forestry and Fire Protection and the California Department of General Services.

# EXHIBIT B



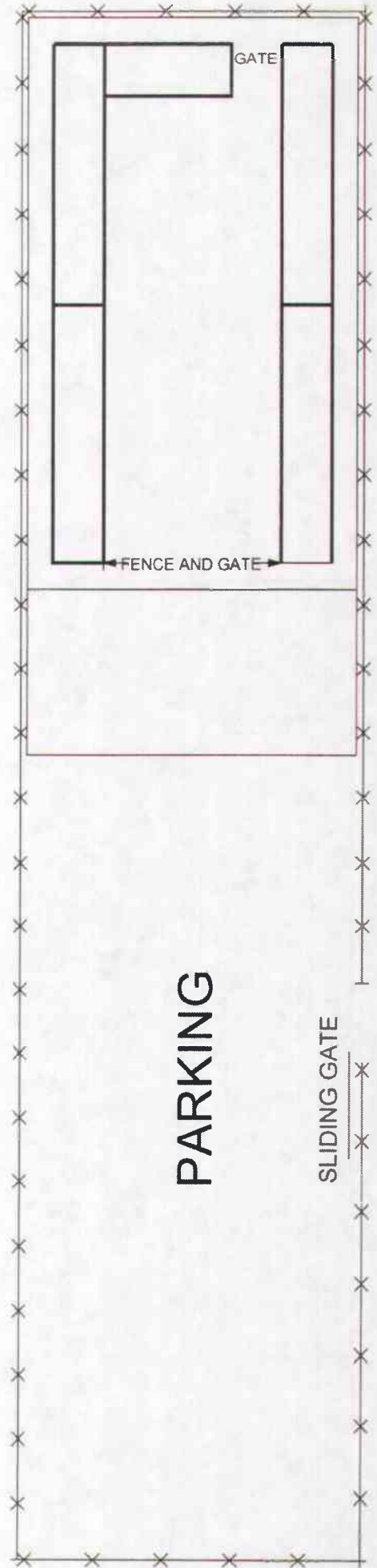
# EXHIBIT B

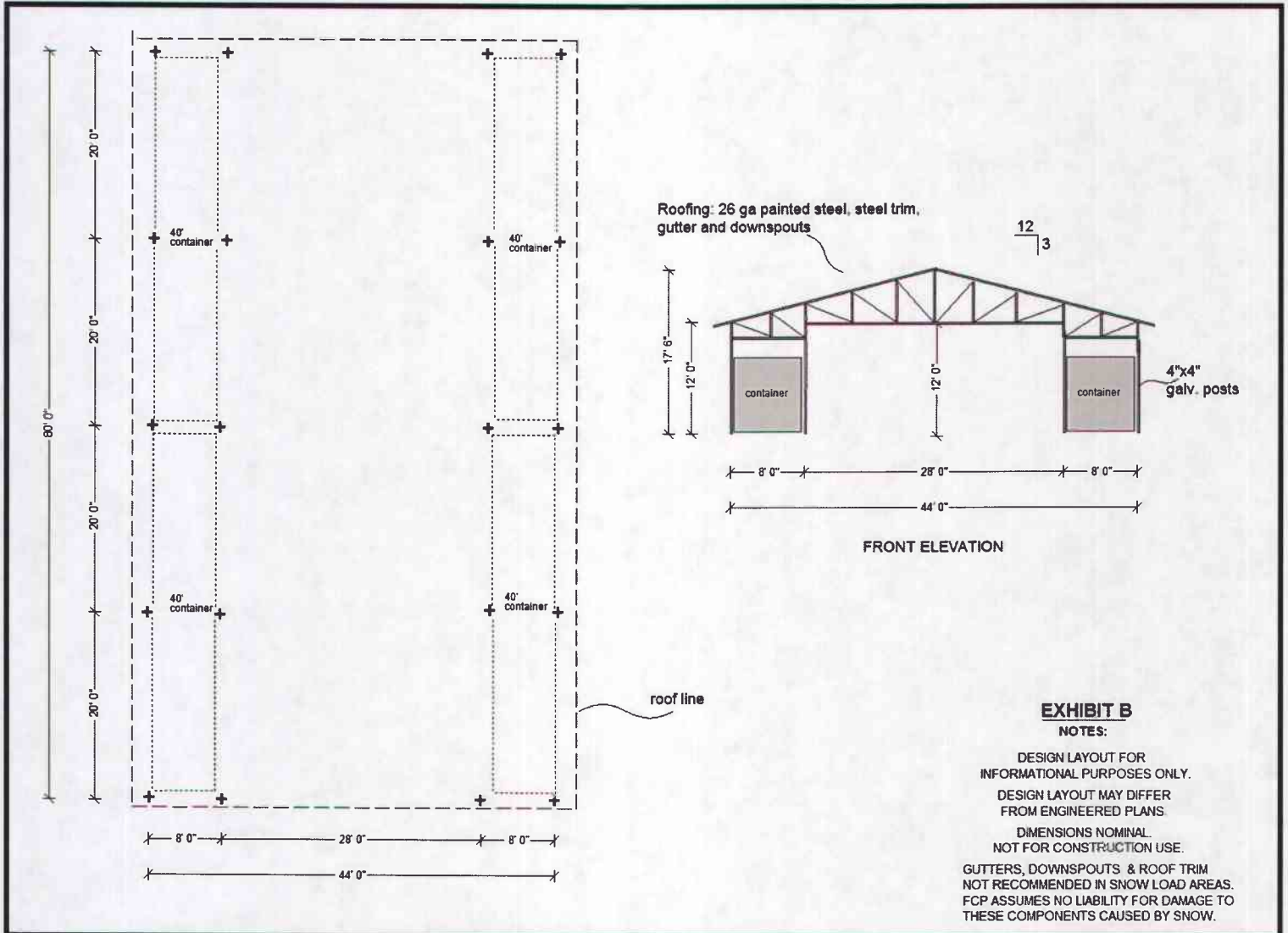


N



# EXHIBIT B





**EXHIBIT B**  
NOTES:

DESIGN LAYOUT FOR INFORMATIONAL PURPOSES ONLY.  
DESIGN LAYOUT MAY DIFFER FROM ENGINEERED PLANS.  
DIMENSIONS NOMINAL. NOT FOR CONSTRUCTION USE.  
GUTTERS, DOWNSPOUTS & ROOF TRIM NOT RECOMMENDED IN SNOW LOAD AREAS. FCP ASSUMES NO LIABILITY FOR DAMAGE TO THESE COMPONENTS CAUSED BY SNOW.

CHANGE ORDER	CUSTOMER NAME: <b>CalFire - Opt Chris Kemp</b>	DESIGN/LAYOUT SHEET	CONTRACT #	DATE:
	ADDRESS:		CUSTOMER AUTHORIZATION:	Dec 11
N/A	PHONE:      FAX:      EMAIL:		SALES REP: <b>Kelly Mortensen</b>	
DESIGN/LAYOUT SHEET TO BE INCLUDED WITH CUSTOMER CONTRACT.				

# General Terms and Conditions (GTC 04/2017)

## EXHIBIT C

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



8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
  - a. The Government Code Chapter on Antitrust claims contains the following definitions:
    - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
    - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
  - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
  - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
  - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
  - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
  - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
  - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

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

**EXHIBIT D**

**Fuels Crew**  
**Expected Annual Building Use**  
**For Ben Clark Training Center**  
**FY 19/20 and On**

<b><u>Fee Type</u></b>	<b><u>Rate</u></b>	<b><u>Usage</u></b>	<b><u>Annual Cost</u></b>
Fuels Crew Training and Equipment Area	\$.0006 Per Square Foot Per Day	10,000 Square Feet 365 Days	21,900
Office 1	\$415.35 Per Month	12 Months	4,984.20
Office 2	\$415.35 Per Month	12 Months	4,984.20

**Total Cost**

\$31,868.4 Per Year



# CAL FIRE / Riverside County Fire Department

## Ben Clark Training Center 2009 / 2010 Rate Sheet

### EXHIBIT "E"

Classrooms	Capacity	Square Footage	Hourly	Half Day (4 hr min)	Per Day
Classroom - A & B	48		\$ 43.20	\$ 172.80	\$ 345.60
Classroom - C1 & C2	40		\$ 21.60	\$ 86.40	\$ 172.80
Classroom - D	48		\$ 43.20	\$ 172.80	\$ 345.60
Classroom - E1 & E2	40		\$ 21.60	\$ 86.40	\$ 172.80
Classroom - F	48		\$ 43.20	\$ 172.80	\$ 345.60
Classroom - G1 & G2	40		\$ 21.60	\$ 86.40	\$ 172.80
Classroom - H	48		\$ 43.20	\$ 172.80	\$ 345.60
Classroom - I1 & I2	40		\$ 21.60	\$ 86.40	\$ 172.80
Classroom - J, K & L	48		\$ 43.20	\$ 172.80	\$ 345.60
Classroom - Room 301	Breakout / Scenario Rm		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 302	6		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 303	Breakout / Scenario Rm		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 304	Breakout / Scenario Rm		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 306	Breakout / Scenario Rm		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 307	2		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 308	vacant		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 309	18		\$ 11.70	\$ 46.80	\$ 93.60
Classroom - Room 310	22		\$ 11.70	\$ 46.80	\$ 93.60
Auditorium	175		\$ 55.04	\$ 220.16	\$ 440.32
<b>Other</b>					
Conference Room - 1st FI Executive	33		-	\$ 63.18	\$ 126.36
Conference Room - 1st FI Staff	10		-	\$ 3.51	\$ 7.02
Conference Room - 2nd FI Staff	10		-	\$ 3.51	\$ 7.02
Lease/Rent - Dorm Room	13 x 15		Per Night		\$ 34.00
Lease/Rent - Office	13 x 15		Per Month		\$ 415.35
Lease/Rent - Storage Bays - RCC	22 x 60		Per Day		\$ 50.16
Lease/Rent - Storage Bays - RCTOA	20 x 20		Per Day		\$ 15.20
<b>Drillground</b>					
1 Prop - Above Ground Tanks	30 x 80	2,400	-	\$ 19.31	\$ 38.63
2 Prop - Auto Extrication	100 x 100	10,000	-	\$ 80.47	\$ 160.95
3 Prop - Class A	30 x 80	2,400	-	\$ 19.31	\$ 38.63
4 Prop - Drafting Pit	64 x 64	4,096	-	\$ 32.96	\$ 65.92
<b>5 Prop - Drill Tower</b>	<b>Refer to Layout</b>	<b>15,851</b>	-	<b>\$ 127.56</b>	<b>\$ 255.12</b>
5a Prop - Drill Tower - Burn Portion	Refer to Layout	4,982	-	\$ 40.09	\$ 80.18
5b Prop - Drill Tower - Tower Portion	Refer to Layout	6,793	-	\$ 54.67	\$ 109.33
5c Prop - Drill Tower - Garage Fire Prop	Refer to Layout	2,717	-	\$ 21.86	\$ 43.73
5d Prop - Drill Tower - Roof Prop	Refer to Layout	1,359	-	\$ 10.94	\$ 21.87
6 Prop - Flashover Prop (swedish)	16 x 80	1,280	-	\$ 10.30	\$ 20.60
7 Prop - Forcible Entry	16 x 80	1,280	-	\$ 10.30	\$ 20.60
8 Prop - Hose Tower	64 x 64	12,288	-	\$ 98.89	\$ 197.77
9 Prop - Hot Cube	32 x 80 / 2	2,560	-	\$ 20.60	\$ 41.20
10 Prop - Ladder Wall	16 x 64	1,024	-	\$ 8.24	\$ 16.48
11 Prop - Maze (connex)	32 x 80 / 2	2,560	-	\$ 20.60	\$ 41.20
12 Prop - Rescue Systems 1	100 x 100	10,000	-	\$ 80.47	\$ 160.95
13 Prop - FF Safety and Survival Tower	30 x 80 24 x 40	3,360	-	\$ 27.04	\$ 54.08
14 Prop - Spray Wall & Drafting Pit	192 x 64	12,288	-	\$ 98.89	\$ 197.77
15 Prop - Vehicle Fire Area	120 x 120	14,400	-	\$ 115.88	\$ 231.77
16 Prop - Vent Over Fire	16 x 80	1,280	-	\$ 10.30	\$ 20.60
17 Prop - Ventilation Prop (Roof Prop)	192 x 80	15,360	-	\$ 123.61	\$ 247.22
18 Prop - Scenario Building	Pending	0	\$ -	\$ -	\$ -
19 Prop - Confined Space	100 x 150	15,000	\$ -	\$ 120.71	\$ 241.42
20 Prop - LARRO	Pending	0	\$ -	\$ -	\$ -
21 Prop - Trench Rescue	Pending	0	\$ -	\$ -	\$ -
22 Prop - Hazmat	Pending	0	\$ -	\$ -	\$ -

**EXHIBIT "F"**  
**COUNTY OF RIVERSIDE, CALIFORNIA**  
**BOARD OF SUPERVISORS POLICY**

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

**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