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



ITEM: 3.24 (ID # 12929)

**MEETING DATE:** 

Tuesday, August 04, 2020

FROM: FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE): Adoption of Resolution No. 2020-169 Ratification and Approval of the State of California Standard Agreement No. 20C078002 between the State of California, Department of California Highway Patrol and the County of Riverside for a License Agreement for Continued use of the Ben Clark Training Center (BCTC) Through June 30, 2023, CEQA Exempt, District 1, [\$0] (Clerk of the Board to File the Notice of Exemption).

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

- Find that the State of California Standard Agreement No. 20C078002 is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines, Section 15301, existing facilities exemption, and Section 15061(b)(3), General Rule or "ommon sense" exemption;
- Adopt Resolution No. 2020-169 ratifying and approving State of California Standard Agreement No. 20C078002 between the State of California, Department of California Highway Patrol and the County of Riverside for a License Agreement for Continued use of BCTC;

**ACTION: Policy** 

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, 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 None

Absent: Date:

August 4, 2020

XC:

FM-RE

Deputy

Kecia R. Harper

Clerk of the Board

3.24

Page 1 of 3

ID# 12929

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

- Ratify and approve State of California Standard Agreement No. 20C078002 between the State of California, Department of California Highway Patrol and the County of Riverside for a License Agreement for Continued use of the BCTC, and authorize the Chairman of the Board to execute same of behalf of the County; and
- 4. Direct the Clerk of the Board to file attached Notice of Exemption with the County Clerk for posting within five (5) days.

FINANCIAL DATA	Current	Fiscal Year:	Next Fisc	al Year:		Total Co	otal Cost:		Ongoing Cost	
COST	\$	0	\$	0	990 8	\$	C	10000	\$	0
NET COUNTY COST	\$	0	\$	0	1	\$	C		\$	0
SOURCE OF FUND	S: N/A					3.7	Budget A		stment: Year:	No 2020/21-
							2022/23	aı	rear.	2020/21-

C.E.O. RECOMMENDATION: Approve.

#### BACKGROUND:

#### Summary

On May 7, 2019 the Board of Supervisors approved M.O. 3.9 for the State of California, Department of California Highway Patrol (State) Contract number 17C093000 to add 200 square feet to their then current contract. Going forward the State would like to enter into a new Contract with the County of Riverside to continue to use BCTC for training purposes. The State's new Contract number, "C20C078002", will commence on July 1, 2020 and expire on June 30, 2023. The State contract in the amount of \$834,830.28 will cover the cost for use of the dispatch center, dispatch office, storage, office for Inspector General (OIG) and use of modular classrooms.

#### Impact on Residents and Businesses

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

#### Contract History and Price Reasonableness

The State of California, Department of California Highway Patrol has maintained a contract with the County of Riverside since September 12, 2017.

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

#### **Attachments**

Standard Agreement 20C078002 Resolution No. 2020-169 Notice of Exemption Aerial Map

CC:ar/062220

Joseph Belli

7/15/2020

Steven Arkeson

Gregory . Priar os, Director County Counsel

7/23/2020

County of Riverside Facilities Management 3133 Mission Inn Avenue, Riverside, CA

FOR COUNTY CLERK USE ONLY

#### NOTICE OF EXEMPTION

June 24, 2020

Project Name: BCTC CHP License Agreement

Project Number: FM0412500011

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

8/5/20

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

Description of Project: On May 7, 2019 the Board of Supervisors approved M.O. 3.9 for the State of California, Department of California Highway Patrol (CHP) Contract number 17C0993000 to add 200 square feet to their then existing contract to use facilities at the Ben Clark Training Center (BCTC) for training purposes. Going forward the State would like to enter into a new Contract with the County of Riverside to continue to use BCTC. The License Agreement will be for a term of three years and will commence on July 1, 2020 and expire on June 30, 2023. The State contract in the amount of \$834,830.28 will cover the cost for use of the dispatch center, dispatch office, storage, OIG, office space, and modular classroom. The License Agreement with CHP is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is the letting of property involving existing facilities; no expansion of the existing facility will occur. The operation of the facility will continue to provide public services at BCTC. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

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 involve unusual circumstances that could potentially 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.

- 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 CHP would not increase the capacity of the site, 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 not result in any direct or indirect physical environmental impacts. The use and operation of the facility will be substantially similar to the existing use and will not create any new environmental impacts to the surrounding area. 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.

Therefore, the County of Riverside Facilities Management hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:

Mike Sullivan, Senior Environmental Planner County of Riverside, Facilities Management

## RIVERSIDE COUNTY CLERK & RECORDER

#### AUTHORIZATION TO BILL BY JOURNAL VOUCHER

C CHP License Agreement
523360-47220-7200400000 - FM 0412500011
June 24, 2020
Riverside County Facilities Management
THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND OR THE ACCOMPANYING DOCUMENT(S).
JMENTS INCLUDED: One (1)
Mike Sullivan, Senior Environmental Planner, Facilities Management
MI AL
Cindy Campos, Senior Real Property Agent, Facilities Management
-TO BE FILLED IN BY COUNTY CLERK-
프리크 시간에 되는 사람들이 되었다. 프리크 시간에 되는 사람들이 되었다.
보이 하는 사람들이 내려 되는 경험을 받는 것이 되었다. [발표] 이 그 사람들이 있는 것 같은 것이 되는 것 같은 것이 되었다.

County of Riverside Facilities Management 3133 Mission Inn Avenue, Riverside, CA 92507

Date:

June 24, 2020

To:

Kiyomi Moore/Josefina Castillo, Office of the County Clerk

From:

Mike Sullivan, Senior Environmental Planner, Facilities Management

Subject:

County of Riverside Facilities Management Project # FM 0412500011

BCTC CHP License Agreement

The Riverside County's Facilities Management'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 #2600** 

Attention: Mike Sullivan, Senior Environmental Planner,

Facilities Management,

3133 Mission Inn Avenue, Riverside, CA 92507

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

Attachment

cc: file

# 

## RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 4, 2020, that V. Manuel Perez, the Chairman is authorized and directed to execute on behalf of said County the Standard Agreement No.20C078002, between Riverside County and Department of California Highway Patrol providing: Continued use of Ben Clark Training Center Services.

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

Deput

Deputy

3.24

ANFIELD 

FORM APPROVED COUNTY COUNSEL

WESLEY W STANF

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RESOLUTION NO. 2020 -169

RATIFICATION AND APPROVAL OF THE STATE OF CALIFORNIA STANDARD AGREEMENT NO. 20C078002 BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND THE COUNTY OF RIVERSIDE FOR A LICENSE AGREEMENT FOR CONTINUED USE OF THE BEN CLARK TRAINING CENTER THROUGH JUNE 30, 2023

WHEREAS, the Department California Highway Patrol ("CHP") and the County of Riverside ("County") desire to enter into a license agreement for use of the Ben Clark Training Center ("BCTC") by the CHP for use of the Dispatch Center, Dispatch Office/Storage Room, Office of the Interior General ("OIG"), Office, Classrooms facilities, Firing Range for their Peace Officer Standards and Training courses; and

WHEREAS, the County has reviewed and determined that the State of California Standard Agreement, Agreement No. 20C078002 between the CHP and the County is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15301 and 15061(b)(3) because the proposed project is the continuation of use of existing facilities and will have no significant impact on the environment.

NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside ("Board"), in regular session assembled on - August 4, 2020, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, that this Board hereby finds that the environmental impacts of the project have been sufficiently assessed and have determined that the activity in question will not have a significant effect on the environment; the proposed action qualifies for exemption under State CEQA Guidelines Section 15301 and 15061(b)(3) because the proposed license agreement is for the use of existing facilities which include no expansion of existing facilities and will have no significant

08.04.2020 3.245

impact on the environment.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board ratify and approve the State Standard Agreement, Agreement No. 20C078002 between CHP and County for the use of BCTC and authorize the Chairman of the Board to execute the same on behalf of the County of Riverside.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chairman of the Board is authorized to execute the State Standard Agreement No. 20C078002 between CHP and County for the use of BCTC.

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

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.

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CC:dr/07162020/011SH/30.318

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Kecia R. Harper, Clerk of said Board

SCO ID: 2720 - 20C078002 STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) STANDARD AGREEMENT 20C078002 STD 213 (Rev. 03/2019) 1. This Agreement is entered into between the Contracting Agency and the Contractor named below: CONTRACTING AGENCY NAME State of California, Department of California Highway Patrol CONTRACTOR NAME County of Riverside, a political subdivision of the State of California 2. The term of this Agreement is: START DATE July 1, 2023, THROUGH END DATE June 30, 2023 3. The maximum amount of this Agreement is: \$834,830.28 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 License Agreement 9 Exhibit B Map and Floor Plans 3 Exhibit C\* General Terms and Conditions (04/2017)Exhibit D Use and Range Rates 2 Exhibit E County Policy 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 CITY STATE ZIP 3133 Mission Inn Avenue Riverside CA 92507 PRINTED NAME OF PERSON SIGNING TITLE V. Manuel Perez Chairman, Board of Supervisors CONTRACTOR AUTHORIZED SIGNATUR **DATE SIGNED** AUG 0 4 2020

FORM APPROVED COUNTY COUNSEL

WESLEY W STANFIELD

//23/2020

ATTEST:

KECIA R. HARPER, Clerk

DEPLIT

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

AUG 0 4 2020 3.24

#### SCO ID: 2720 - 20C078002

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable) STD 213 (Rev. 03/2019) 20C078002 **STATE OF CALIFORNIA** CONTRACTING AGENCY NAME Department of California Highway Patrol CONTRACTING AGENCY ADDRESS CITY STATE ZIP 601 North 7th Street Sacramento CA 95811 PRINTED NAME OF PERSON SIGNING TITLE R.E. SIDLEY CONTRACTING AGENCY AUTHORIZED SIGNATURE DATE SIGNED CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL EXEMPTION (If Applicable)

#### BEN CLARK PUBLIC SAFETY TRAINING CENTER

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

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

- 1. AGREEMENT. County agrees to supply adequate office and classroom space, as well as the use of Mat room, and range facilities for the purpose for teaching criminal justice courses at the COUNTY's facility known as the Ben Clark Public Safety Training Center (BCTC), or other locations as deemed appropriate between the Parties. The designated classrooms, offices, Mat, and range facilities currently utilized by the CHP are attached hereto and incorporated herein as Exhibit B. Classroom assignments will be mutually agreed upon between the Parties. Any change to assignments for any of the space mentioned above must be in writing and will be mutually agreed upon between the Parties.
- 2. **TERM.** The term of this Agreement shall be from July 1, 2020 through June 30, 2023. In the event the Parties intend to renew this Agreement at the end of the term, and the Parties have not yet finalized a renewal Agreement, the terms and conditions of this Agreement will continue in full force and effect, on a month-to-month basis, until a new Agreement can be completed, approved and signed by all Parties. In the event the finalized, executed renewal Agreement includes an increase in costs to the CHP, CHP shall promptly make up the payment difference between the current rate and the new rate.
- 3. PAYMENT BASIS. CHP agrees to compensate COUNTY at rates established and adopted by the County Board of Supervisors (County Board Policy H-30). Said rates are based on total square footage of all space utilized by CHP, on an hourly, a half or whole day's usage. The exception to a square footage charge would be the use of the Range, which is a flat rate per half or whole day usage. CHP shall be notified by COUNTY of any proposed change in rates to be charged prior to COUNTY's submittal to the Board of Supervisors for adoption, and CHP shall be given an opportunity to review and approve the proposed change with COUNTY personnel. Any rate increases shall take effect at the beginning of the COUNTY's next fiscal year, beginning July 1, and each anniversary thereafter. CHP understands Extra Duty charges may be incurred any time range is used outside of normal operating hours. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit D.

4. **IMPROVEMENTS.** In the event CHP desires to make any improvements, alterations or installations of fixtures, it shall first notify the CHP Facilities Section (FS), providing the CHP FS with proposed plans (if applicable) and obtain CHP's FS written approval. If approved, CHP FS will forward the proposed plans (if applicable) and its approval to the COUNTY and request approval from **Facilities Management and Sheriff's**, to make the improvements, alterations or installation of fixtures. COUNTY shall not withhold consent unreasonably.

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

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

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

#### A. WORKER'S COMPENSATION:

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

#### B. COMMERCIAL GENERAL LIABILITY:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CHP'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

#### C. VEHICLE LIABILITY:

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

#### D. PROFESSIONAL LIABILITY:

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

#### E. GENERAL INSURANCE PROVISIONS – ALL LINES:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) CHP must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the

COUNTY, and at the election of the Country's Risk Manager, CHP's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) CHP shall cause CHP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CHP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed to by the Parties hereto that the CHP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- f, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CHP has become inadequate.
- 6) CHP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

- 8) CHP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
- 15. INDEMNIFICATION/HOLD HARMLESS. CHP shall indemnify and hold COUNTY, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of CHP, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and CHP shall defend at its expense, including attorney fees, expert fees and investigation fees COUNTY, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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

COUNTY shall indemnify and hold CHP, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on CHP by the provisions of California Government Code Section 895.2 or other applicable law, and COUNTY shall defend at its expense, including attorney fees, expert fees and investigation fees CHP, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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

16. LIMITATIONS. COUNTY reserves the right to close BCTC during times of emergency or when needed by the Sheriff or Fire Departments for their activities. COUNTY shall notify CHP of any such closure as soon as practicable, but not less than 48 hours prior to closure unless the closure is for an emergency due to natural disaster or a catastrophic event and in that case, notice shall be as soon as possible after the decision to do the closure.

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

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

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

#### **COUNTY OF RIVERSIDE**

Chad Bianco, Sheriff, or Daniel Talbot, Fire Chief for Riverside County 16791 Davis Avenue Riverside, CA 92518

Evan Peterson, Captain 16791 Davis Avenue Riverside, CA 92518

#### **CALIFORNIA HIGHWAY PATROL**

Tracey Vasquez, Facilities Manager 601 N. 7th Street Sacramento, CA 95811

Lindsey Van Duyn, Facilities Analyst 601 N. 7th Street Sacramento, CA 95811

Nancy Peshoff, Contract Analyst Business Services Section 601 N. 7th Street Sacramento, CA 95811

#### **FACILITIES MANAGEMENT**

Director County of Riverside 3133 Mission Inn Ave. Riverside, CA 92507

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

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

18. CONFORMITY WITH LAW AND SAFETY. CHP shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the subject matter hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations.

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

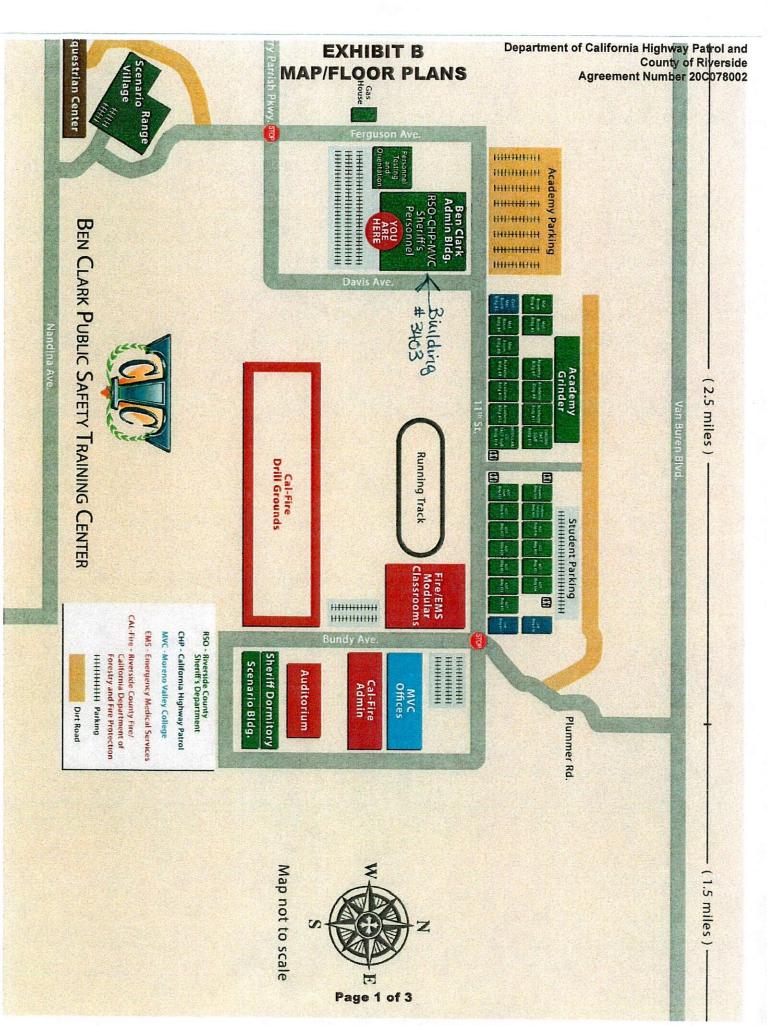
- Name and address of the injured or deceased person(s);
- Name and address of CHP's risk manager for purposes of Insurance coverage;
- A detailed description of accident and whether any of COUNTY's equipment, tools, material or staff were involved.
- 19. **DRUG FREE WORKPLACE**. CHP and its employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. CHP's employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any COUNTY facility, including the training facilities. If any employee of CHP is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any COUNTY facility or work site, CHP within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.
- 20. **ASSIGNMENT.** CHP shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without first obtaining the written consent of COUNTY.

- 21. **EMPLOYEES AND AGENTS OF CHP**. It is understood and agreed that all persons hired or engaged by the Riverside Community College District shall be considered to be employees or agents of CHP and not of COUNTY.
- 22. **BINDING ON SUCCESSORS**. CHP, its assignees and successors in interest, shall be bound by all the terms and conditions contained in this Agreement, and all of the Parties thereto shall be jointly and severally liable hereunder.
- 23. **SEVERABILITY.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or enforceable, the remaining provisions shall continue in full force and effect.
- 24. **NON-DISCRIMINATION**. The Parties assure that they will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's with Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam Era Veteran's status, political affiliation or any other non- merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.
- 25. JURISDICTION AND VENUE. This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the State or Federal courts in or nearest to Riverside County.
- 26. ENTIRE AGREEMENT. This Agreement may be changed or modified only upon the written consent of the Parties. This Agreement is intended by the Parties as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof. This agreement shall supersede all prior and future agreements with respect to the subject matter hereof.
- 27. **APPROVAL.** This License Agreement requires the approval of the Riverside County Board of Supervisors, Department of California Highway Patrol and the Department of General Services.

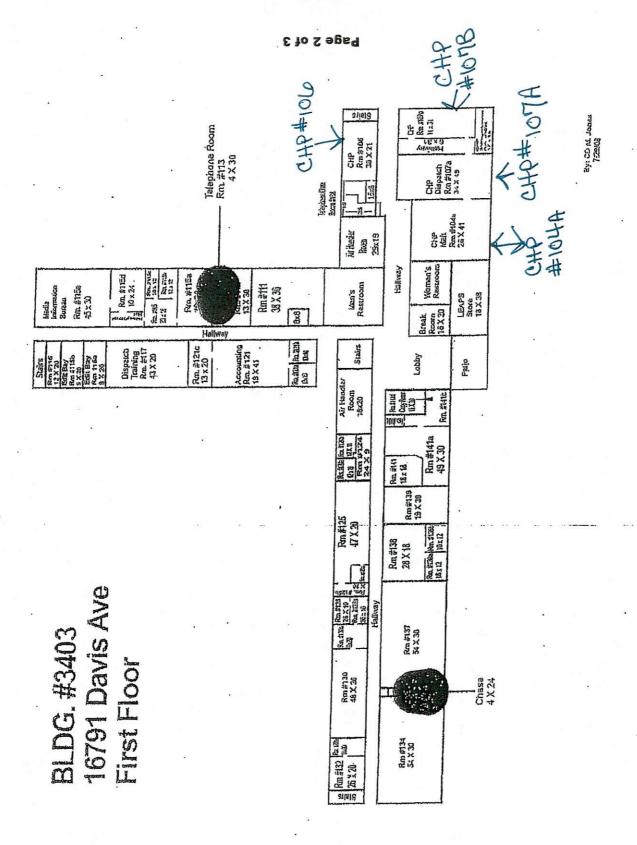
Department of California Highway Patrol Davis Ave. and County of Riverside Agreement #20C078002 Room 20694 A Bldg #2 Room 20694 B Bldg #1 NO PARKING Mat Mat Room 20694 D Bldg #3 Mat Room 20694 C Bldg #4 NO PARKING Mat Room 20694 E Bldg #6 2th Street Academy 20732 B Bldg #7 GRINDER OFFICES & CLASSROOMS
(Not to Scale) 20732 A Bldg #8 NO PARKING 11th Street BEN CLARK TRAINING CENTER SHERIFF'S DEPARTMENT 20732 C Bldg #10 20732 D Bldg #9 RIVERSIDE COUNTY 20732 E/Bldg #12 MODULAR Tact Staff Offices 20732 H Bldg #13 20732 G Bldg #14 Tact Staff Only Tact Staff Only Dalla Ave. Academy Showers Academy Showers Academy Showers NO PARKING RSO Dispatch Training Unit/ MSAG 20786 H AOT/DT/ Range & EVOC Staff Offices **Bldg #23** Bldg #24 AOT Classroom 20786 I/Bldg #25 20786 J/Bldg 26 NO PARKING AOT Classroom 20786 K/Bldg 27 AOT Classroom 20786 L/Bldg 28 AOT Classroom 20848 B/Bldg #30 AOT Classroom 20848 A/Bldg #29 PARKING AOT Classro 20848 C Bldg #31 AOT Classro 20848 D Bldg #32 AOT Classroo 20848 F Bldg #34 AOT Classroo 20848 E Bldg #33 NO PARKING 20848 G Bldg #35 CHP Classro 20848 I Bldg #37 CHP Classro 20848 J Bldg #38 SE Bundy Ave. Plummer Street

MAP/FLOOR PLANS

EXHIBIT B



## B TIBIHXE SNAJ9 ROOJ3/9AM



# General Terms and Conditions (GTC 04/2017)

#### **EXHIBIT C**

- 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.
- 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. <u>ASSIGNMENT</u>: 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. <u>AUDIT</u>: 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. <u>INDEMNIFICATION</u>: 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.
- DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. <u>TERMINATION FOR CAUSE</u>: 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. <u>INDEPENDENT CONTRACTOR</u>: 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. <u>RECYCLING CERTIFICATION</u>: 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.

- 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. <u>TIMELINESS</u>: Time is of the essence in this Agreement.

- 13. <u>COMPENSATION:</u> 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:
    - "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.
    - "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. <u>CHILD SUPPORT COMPLIANCE ACT</u>: 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. <u>UNENFORCEABLE PROVISION</u>: 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. <u>PRIORITY HIRING CONSIDERATIONS</u>: 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. <u>SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:</u>
  - 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 USAGE RATES

# RIVERSIDE COUNTY SHERIFF'S DEPARTMENT BEN CLARK PUBLIC SAFETY TRAINING CENTER

#### **USAGE RATES**

PHYSICAL LOCATION	BUILDING		BUILDING NUMBER	DESCRIPTION	SQUARE FOOTAGE	CHARGE PER SQUARE FOOTAGE * 0.16/Day	CHP YEARLY USAGE RATE \$ 92,120.00	CHP MONTHY RATE  \$ 7,676.67
16791 Davis Avenue, 1st Floor	MV1204	107a 3403 CHP DISPATCH CENTER		CHP DISPATCH CENTER	2,303			
16791 Davis Avenue, 1st Floor	MV1204	107b	3403	CHP DISPATCH OFFICE/STORAGE	833	2.13/Month	\$ 21,291.48	\$ 1,774.29
16791 Davis Avenue, 1st Floor	MV1204	104a	3403	CHP MAIT	1,066	2.13/Month	\$ 27,246.96	\$ 2,270.58
16791 Davis Avenue, 1st Floor	MV1204	106	3403	CHP OFFICE	720	2.13/Month	\$ 18,403.20	\$ 1,533.60
16791 Davis Avenue, 2nd Floor	MV1204	200E	3403	CHP LT OFFICE	247	2.13/Month	\$ 6,313.32	\$ 526.11
20848 11th Street	MV098	37	S-37	CHP MODULAR	2,160	2.13/Month	\$ 55,209.60	\$ 4,600.80
20848 11th Street	MV099	38	S-38	CHP MODULAR	2,160	2.13/Month	\$ 55,209.60	\$ 4,600.80
						TOTAL CHARGES	\$ 275,794.16	\$ 22,982.85

<sup>\*</sup>RATES BASED ON 250 TRAINING DAYS

Department of California Highway Patrol and County of Riverside Agreement #20C078002 Page 1 of 1

#### **EXHIBIT D**

# BEN CLARK TRAINING CENTER FIREARMS UNIT DAILY FACILITIES RATES

### Firearms Range

Full Day (8 Hours) - \$413.76

Half Day (4 Hours) - \$206.88

## Scenario Village

Full Day (8 Hours) - \$413.76

Half Day (4 Hours) - \$206.88

## Range Classroom

Full Day (8 Hours) - \$116.48

Half Day (4 Hours) - \$58.24

#### Exhibit E

# COUNTY OF RIVERSIDE, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject:	Policy <u>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**

- Use of the facility is on a space available basis. The Riverside County Sheriff and Fire departments have priority usage.
- 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.
- 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.
- 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

## **BCTC CHP Contract Agreement 20C078002**

13971 Davis Avenue, Riverside





Legend





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

Notes

APN 294-110-005

376 752 Feet

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