

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



**ITEM: 3.13
(ID # 14182)**

MEETING DATE:
Tuesday, February 09, 2021

FROM: FACILITIES MANAGEMENT AND RIVERSIDE COUNTY SHERIFFS DEPARTMENT:

SUBJECT: FACILITIES MANAGEMENT- REAL ESTATE DIVISION (FM-RE)-RIVERSIDE COUNTY SHERIFFS DEPARTMENT, Ben Clark Public Safety Training Center (BCTC), State of California, Department of Health Care Services, CEQA Exempt, District 1. [\$0] (Clerk of the Board to File the Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the State Contract 20-10267 is categorically exempt from the California Environmental Quality Act (CEQA) guidelines, Section 15301 (c), section 15061 (b) (3), General Rule of "common sense" Exemption;
2. Approve the attached State Contract 20-10267 between County of Riverside and State of California, Department of Health Care Services, and authorize the Chairman of the Board to execute same on behalf of the County; and
3. Authorize the Director of Facilities Management to execute any documents related to this action; and
4. Direct the Clerk of the Board to file the attached Notice of Exemption with the County Clerk for posting within five (5) days.


ACTION: Policy


Rose Salgado, Director of Facilities Management 1/25/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Hewitt 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: February 9, 2021
xc: FM, Sheriff, Record

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: Revenue Lease			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The State of California, Department of Health Care Services (DHCS) has submitted the attached Contract Number 20-10267 for its use of the facilities at Ben Clark Training Center (BCTC) for training purposes. The amount of the State of California approved contract is \$12,000.00 and will be for DHCS investigator training. DHCS will use the firearm range, mat room, tactical (Scenario) village and classrooms. DHCS operational hours will be Monday through Thursday 7am to 5pm and Fridays 7am to 4pm through June 30, 2021.

Impact on Citizens and Businesses

The State of California, Department of Health Care Services will educate and train DHCS investigators for public safety purposes to have a direct, positive impact on the knowledge and skills which will provide a valuable impact to the community and public at large.


Attachments:

- Standard Agreement Contract 20-10267
- Resolution
- Notice of Exemption

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



Gregory V. Priamos, Director County Counsel 1/26/2021



Steven Atkeson 2/1/2021



Gregory V. Priamos, Director County Counsel 1/26/2021

2
3 RESOLUTION NO. 2021 - 023

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
5 RIVERSIDE APPROVING THE STATE OF CALIFORNIA STANDARD AGREEMENT (20-
6 10267) BETWEEN THE STATE OF CALIFORNIA, DEPARTMENT OF CALIFORNIA
7 DEPARTMENT OF HEALTH CARE SERVICES FOR A LICENSE AGREEMENT FOR
8 USE OF THE BEN CLARK PUBLIC SAFETY TRAINING CENTER THROUGH JUNE 30,
9 2021.

10 WHEREAS, the Department of Health Care Services (DHCS) County of Riverside
11 (“County”) desire to enter into a license agreement for use of the Ben Clark Training Center
12 (“BCTC”) by the DHCS for use of the firing range, mat room, tactical (scenario) village, and
13 classrooms for DHCS Investigators Monday through &am-5pm and Fridays 7am-4pm; and

14 WHEREAS, the County has reviewed and determined that the State of California
15 Standard Agreement, Agreement No. 20-10267, between the DHCS and the County is
16 categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to
17 State CEQA Guidelines Section 15301 and 15061 (b) (3) because the proposed project is the
18 continuation of use of existing facilities and will have no significant impact on the environment.

19 NOW THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by the
20 Board of Supervisors of the County of Riverside (“Board”), in regular session assembled on -
21 February 2, at 9:00 a.m. or soon thereafter, in the meeting room of the Board of Supervisors
22 located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside,
23 California, that this Board hereby finds that the environmental impacts of the project have been
24 sufficiently assessed and have determined that the activity in question will not have a significant
25 effect on the environment; the proposed action qualifies for exemption under State CEQA
26 Guidelines Section 15301 and 15061 (b) (3) because the proposed license agreement is for the
27 use of existing facilities which include no expansion of existing facilities and will have no
28 significant impact on the environment.

FORM APPROVED COUNTY COUNSEL
BY: *Synthia M. Gunzel* 1.19.2021
DATE
SYNTHIA M. GUNZEL

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
2 ratify and approve the State Standard Agreement, Agreement No. 20-10267 between DHCS and
3 County, for the use of the BCTC's firing range, mat room, tactical (scenario) village and
4 classrooms and authorize the Chairman of the Board to execute the same on behalf of the
5 County of Riverside.


6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the
7 Chairman of the Board is authorized to execute California Department of Health Care Services
8 and County of Riverside for use of BCTC.

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

12
13 011SH/BCTC State of California, Department of Health Care Services

14
15 ROLL CALL:
16 Ayes: Spiegel, Jeffries, Washington, Perez and Hewitt
17 Nays: None
18 Absent: None
19 Abstained:

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

22 Kecia R. Harper, Clerk of said Board
23 By  Deputy
24
25

26 CC:dr/12102020/011SH/30.448
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28

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

FOR COUNTY CLERK USE ONLY

NOTICE OF EXEMPTION

January 26, 2020

Project Name: BCTC DHCS Agreement

Project Number: FM0412500011

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

Description of Project: The State of California, Department of Health Care Services (DHCS) is seeking use of the facilities at Ben Clark Training Center (BCTC) for training purposes. A contract in the amount of \$12,000.00 is being considered for DHCS investigator training. DHCS will use the firearm range, mat room, tactical (Scenario) village and classrooms. DHCS operational hours will be Monday through Thursday 7:00 a.m. to 5:00 p.m. and Fridays 7:00 a.m. to 4:00 p.m. through June 30, 2021. The License Agreement with DHCS is defined as the proposed project under the California Environmental Quality Act (CEQA). The project is granting use of existing facilities at BCTC; no expansion of the existing facility will occur. 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 DHCS Use Agreement.

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on. YAR
Date 2/10/21 Initial

FEB 09 2021 3-13

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: BCTC DHCS Agreement

Accounting String: 523360-47220-7200400000 - FM0412500011

DATE: January 26, 2021

AGENCY: Riverside County Facilities Management

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, Facilities Management**

Signature: 

PRESENTED BY: **Cindy Campos, Senior Real Property Agent, Facilities Management**

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

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

Date: January 26, 2021
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 DHCS 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

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2
3 **BE IT RESOLVED** by the Board of Supervisors of the County of Riverside, State of
4 California, in regular session assembled on Tuesday, February 9, 2021, that the Chair is
5 authorized and directed to execute on behalf of said County the Standard Agreement No. 20-
6 10267 between Riverside County and Department of Health Care Services providing Training
7 Services at Ben Clark Public Safety Training Center.
8

9 Roll Call:

10 Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
11 Nays: None
12 Absent: None
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19 The foregoing is certified to be a true copy of a resolution duly adopted by said Board
20 of Supervisors on the date therein set forth.

21 KECIA R. HARPER, Clerk of said Board

22 By: 
23 Deputy

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27
28 3.13

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-10267	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Riverside

WHEN DOCUMENT IS FULLY EXECUTED RETURN

CLERK'S COPY

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

2. The term of this Agreement is:

START DATE

February, 1, 2021

Thank you.

THROUGH END DATE

June 30, 2021

3. The maximum amount of this Agreement is:

12,000 Twelve Thousand Dollars and zero cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit D (b)	Special Terms and Conditions	8
+ - Exhibit E	Additional Provisions	1
+ - Exhibit F	Contractors Release	1
+ - Exhibit G	License Agreement	11
+ - Exhibit H	Board of Supervisors Policy	1
+ - Exhibit I	Map of BCTC Modular Classrooms	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

4080 Lemon Street

CITY

Riverside

STATE

CA

ZIP

92501

PRINTED NAME OF PERSON SIGNING

Karen Spiegel

TITLE

Chair Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

Karen S. Spiegel

DATE SIGNED

02.09.2021

FORM APPROVED COUNTY COUNSEL

BY Synthia M. Gunzel
SYNTHIA M. GUNZEL DATE

ATTEST:

KECIA R. HARPER, Clerk

By [Signature]
DEPUTY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 20-10267	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTING AGENCY ADDRESS

1501 Capitol Avenue, MS 4200 PO Box 997413

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

1. Service Overview

County of Riverside, Ben Clark Training Center, agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

County will provide use of firearm range, mat room, tactical (Scenario) village and classrooms accessibility for DHCS Investigators. Firearms training is a Peace Officer Standards Training (POST) mandated, quarterly training to maintain POST certifications.

DHCS Investigators will utilize this range facility for qualifications and mat room for lesson plan preparation and training. Among other purposes, County's firing range will be utilized for perishable skills requirements (per POST), use of force training for firearms and defensive tactics and miscellaneous training to enhance officer and public safety.

2. Facilities and Service Location

The facilities and services shall be provided at the following location:

Ben Clark Training Center
16791 Davis Avenue,
Riverside, CA 92518

3. Service Hours

The facilities and services shall be provided during County's normal business hours. Operational hours for the County are Monday through Thursday 7am to 5pm and Fridays 7am to 4pm.

4. Project Representatives

A. The project representatives during the term of this Agreement will be:

Department of Health Care Services Contract Manager: Lindsey Pingree Telephone: (916) 713-8896 Email: Lindsey.Pingree@dhcs.ca.gov	Ben Clark Training Center, County of Riverside (County) LaTonya Taylor Telephone: (951)486-2940 Email: LTaylor3@riversidesheriff.org
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B. Direct all inquiries to:

Exhibit A
Scope of Work

Department of Health Care Services Audits & Investigations, Administrative Management Services Section Attention: Lindsey Pingree 1500 Capitol Ave, MS 2000 Sacramento, CA, 95814 Telephone: (916)713-8896 Email: Lindsey.Pingree@dhcs.ca.gov	Ben Clark Training Center, County of Riverside (County) Attention: Sargeant Sean Vickers 16791 Davis Avenue Riverside, CA 92518 Telephone: (951) 486-2940 Email: svickers@riversidesheriff.org
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Services to be Performed

County will provide use of its firearm range, mat room, tactical (Scenario) village and classrooms accessibility for DHCS Investigators (Operational hours Monday through 7am- 5pm and Fridays 7am-4pm).

Exhibit B
Budget Detail and Payment Provisions

Exhibit B – Budget Detail + Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS agrees to compensate the County for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Health Care Services
Attn: Vendor Services
MS 2000
P.O. Box 997413
1500 Capitol Avenue
Sacramento, CA 95899-7413

DHCS, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the County by DHCS and shall not require an amendment to this Agreement.

C. Invoices shall:

- 1) Be prepared on County letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2) Bear the County's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by DHCS.

D. Rates Payable

This Agreement is for the rental and use of the spaces and premises identified below:

County agrees to provide DHCS services described herein for up to the total dollar amount of \$12,000 during Fiscal Year 20/21 (September 1, 2020 through June 30, 2021).

The rates for the usage of the spaces and facilities used are as follows:

Firearm 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

Exhibit B
Budget Detail and Payment Provisions

Range Classroom	
Full Day (8 hours)	\$116.48
Half Day (4 hours)	\$58.24

Mat Room	
Full Day (8 hours)	346.00

AOT Classroom	
Full Day (8 hours)	345.60

2. Budget Contingency Clause

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

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:
 - 1) \$12,000 for the budget period of 2/01/21 through 06/30/21.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the County fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- C. The County is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to DHCS and certifying the

Exhibit B
Budget Detail and Payment Provisions

approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the County and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. County shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Special Terms and Conditions

(For business service contracts)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition.

The terms "California Department of Health Care Services", "Department of Health Care Services", "California Department of Health Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of the Agreement, the provisions are superseded by an alternate provision appearing elsewhere in the Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Site Inspection
2. Use of Disabled Veteran Business Enterprises (DVBEs)
3. Confidentiality of Information
4. Dispute Resolution Process
5. Novation Requirements
6. Four-Digit Date Compliance
7. Prohibited Use of State Funds for Software
8. Insurance Requirements
9. Subcontract Requirements
10. Use of Small Business Subcontractors
11. Suspension or Stop Work Notification
12. Public Communications

1. Site Inspection

The Department of Health Care Services (DHCS) State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

2. Use of Disabled Veteran Business Enterprises (DVBEs)

(Applicable to agreements over \$10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments, unless the Contractor submits a written request for substitution of an alternate DVBE subcontractor. All requests for substitution must be approved by both DHCS and the Department of General Services, in writing, prior to using a substituted DVBE subcontractor.
- d. Requests for DVBE subcontractor substitution must include:
 - (1) A written explanation of the reason for the DVBE substitution.
 - (2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
 - (3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- e. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the DVBE participation attachments submitted with bid or offer and approved DVBE substitutions will be documented by contract amendment.
- f. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code § 999.9; or PCC §4110 (applies to public works only).
- g. The Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report form supplied by DHCS the information identified below:
 - (1) The total amount the prime contractor received under the agreement;
 - (2) The name and address of the DVBE(s) that participated in the performance of the agreement; and
 - (3) The amount each DVBE received from the prime contractor;

Within the report the Contractor must certify that all payments under the agreement have been made to the DVBE(s) as designated and certify the actual percentage of DVBE participation that was achieved.

3. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

4. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

- a. The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- b. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be delivered to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Novation Requirements

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written

acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

6. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant. Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

7. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

8. Insurance Requirements

[Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by DHCS, etc.)]

Contractor shall comply with the following insurance requirements:

a. Commercial General Liability

The Contractor must furnish to DHCS a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. Paragraphs 8c, 8d, 8e, and 8f also apply to Commercial General Liability insurance.

b. Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Contractor shall maintain Pollution Liability insurance covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 8c, 8d, 8e, and 8f also apply to Pollution Liability insurance.

c. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.

d. The certificate of insurance must include the following provisions:

- (1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the Department of Health Care Services, and
 - (2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- e. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval. DHCS may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event.
- f. DHCS will not be responsible for any premiums or assessment on the insurance policy.

9. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California Community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>
 - (i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.
 - (2) The requirements specified in Provision 2 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" shall apply to the use and substitution of DVBE subcontractors.

- (3) The requirements specified in Provision 10 entitled, "Use of Small Business Subcontractors" shall apply to the use and substitution of small business subcontractors.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies of subcontracts available for approval, inspection, or audit.
 - e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of the Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and in the exhibits incorporated by reference.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 9, 10, and/or other numbered provisions herein that are deemed applicable.

10. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of non-small business subcontractor preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

- a. All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.
- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
 - (1) An explanation of the reason for the substitution.
 - (2) A written description of the business enterprise that will be substituted, including its small business certification status.
 - (3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled.
 - (4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted

subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations §1896.6.

- d. DHCS may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.
- f. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.16. In the event such sanction are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations § 1896.18 and § 1896.20.
- g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

11. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

12. Public Communications

Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- A. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

Exhibit E
Additional Provisions

1. Amendment Process

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the DHCS' official agreement amendment process, unless otherwise stipulated within this Agreement. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services (DGS), if DGS approval is required.

2. Cancellation / Termination

- A. This agreement may be cancelled by DHCS without cause upon 30 days advance written notice to the County.
- B. DHCS reserves the right to cancel or terminate this Agreement immediately for cause.
- C. The term "for cause" shall mean that the County fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in DHCS' notification to the County. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the County shall take immediate steps to stop performance and to cancel or reduce subsequent Agreement costs.
- F. In the event of early termination or cancellation, the County shall be entitled to payment for all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable.

3. Americans with Disabilities Act

County agrees to ensure that facilities, services, or deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 20-10267 entered into between the Department of Health Care Services (DHCS) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing 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 it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): County of Riverside

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

EXHIBIT “_G_”
LICENSE AGREEMENT
BEN CLARK PUBLIC SAFETY TRAINING CENTER

The **STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES, LICENSEE**, hereinafter referred to as “**DHCS**”, 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 **DHCS** and **COUNTY**.

1. **AGREEMENT.** County agrees to supply adequate classroom space, as well as the use of firing range, scenario village, and mat room, and other training facilities for the purpose for teaching criminal justice at the Ben Clark Public Safety Training Center (BCTC), or other locations as deemed appropriate between the Parties. The designated classroom space, fire range, scenario village, and mat rooms (collectively referred to as “Facilities”) utilized by the DHCS are attached hereto and incorporated herein as Exhibit I. Area 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 license agreement (hereinafter referred to as “Agreement”) shall be from December 1, 2020 through June 30,, 2021. 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 fee schedule, DHCS shall promptly make up the payment difference between the current rate and the new rate, subject to review and approval by appropriate state agencies.

3. **PAYMENT BASIS.** DHCS 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 DHCS, 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. DHCS 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 DHCS 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. DHCS 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 B.

EXHIBIT G
LICENSE AGREEMENT

4. **IMPROVEMENTS.** In the event DHCS desires to make any improvements, alterations or installations of fixtures, it shall submit 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 DHCS shall become the property of COUNTY with the exception of trade fixtures. At or prior to expiration of this Agreement, DHCS may remove such trade fixtures. In the event removal causes injury or damage to the premises, DHCS shall restore the premises to the original condition, as nearly as practicable. If such trade fixtures are not removed by DHCS, 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.** DHCS shall not add any additional signage, displays or advertising without the written consent of COUNTY. COUNTY shall not withhold consent unreasonably.
6. **FURNITURE AND EQUIPMENT.** COUNTY shall provide furniture in the classroom areas. DHCS 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 DHCS. DHCS shall provide all office furniture and equipment that may be required for conducting business by DHCS.
7. **INGRESS AND EGRESS.** DHCS 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.
8. **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 DHCS.

**EXHIBIT G
LICENSE AGREEMENT**

10. INSPECTION OF PREMISES. COUNTY shall have, at any time during normal business hours, the right to enter the premises used by DHCS for the purpose of inspecting, monitoring and evaluating the obligations of DHCS 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 DHCS' meetings and trainings at the time of inspection are disrupted as little as possible, and in a manner that will not unduly delay DHCS' work. The COUNTY agrees to abide by requirements set forth in the Health Insurance Portability and Accountability Act of 1996 during its inspection at all times.

11. QUIET ENJOYMENT. DHCS 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 DHCS:

- 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.

14. SELF-INSURANCE. DHCS is fully self-insured for damage resulting from liability of DHCS or any of DHCS' employees. DHCS' utilization of self-insurance shall not in any way limit liabilities assumed by DHCS under this Agreement. If DHCS ceases to be self-insured during the Term of this Agreement, DHCS shall furnish to COUNTY proof of insurance in form and amounts satisfactory to COUNTY. COUNTY's requirements shall be reasonable.

Department of California, Health Care Services
and County of Riverside
Agreement #20-10267
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EXHIBIT G
LICENSE AGREEMENT

15. INDEMNIFICATION/HOLD HARMLESS.

Federal law prohibits DHCS from promising to indemnify COUNTY to such an extent that DHCS' liability would be indefinite, indeterminate, or potentially unlimited (31 U.S.C. §1341 and 41 U.S.C. § 11.) Under the Federal Tort Claims Act, however, the Federal Government is liable for the negligent or wrongful acts of its employees. (28 U.S.C. §§ 1346(B), 2671 -2680.) DHCS agrees to process and pay all such claims arising out of this Agreement to the full extent authorized under the Federal Tort Claims Act and any other applicable federal law, rule, or regulation.

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 DHCS 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. DHCS 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
16791 Davis Avenue
Riverside, CA 92518
Evan Petersen, Captain
16791 Davis Avenue
Riverside, CA 92518

Department of California, Health Care Services
and County of Riverside
Agreement #20-10267

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**EXHIBIT G
LICENSE AGREEMENT**

DEPARTMENT OF HEALTH CARE SERVICES

Chief- Sally Montoya

Email: Sally.Montoya@dhcs.ca.gov

Phone: (916)750-0670

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

EXHIBIT G
LICENSE AGREEMENT

18. **CONFORMITY WITH LAW AND SAFETY.** DHCS 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, DHCS shall immediately notify the BCTC staff or Riverside County Sheriff Dispatch department. DHCS 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 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.** DHCS and its employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. DHCS 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 DHCS is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any COUNTY facility or work site, DHCS within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.

20. **ASSIGNMENT.** DHCS 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.

**EXHIBIT A
LICENSE AGREEMENT**

21. EMPLOYEES AND AGENTS OF DEPARTMENT OF CALIFORNIA, HEALTH CARE SERVICES. For the purposes of this Agreement, it is understood and agreed that all persons hired by DHCS shall be considered to be employees of DHCS and not of COUNTY.

22. BINDING ON SUCCESSORS. DHCS, 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, subject to the Amendment Process set forth in Exhibit E. 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 Agreement requires the approval of the Riverside County Board of Supervisors, Department of Health Care Services and the Department of General Services.

COUNTY OF RIVERSIDE, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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

PURPOSE

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

FACILITY DESCRIPTION

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

CONDITIONS OF USE

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

Reference:

Minute Order 3.13 of 05/05/09



BEN CLARK PUBLIC SAFETY TRAINING CENTER



RIVERSIDE COUNTY SHERIFF'S DEPARTMENT MODULAR OFFICES & CLASSROOMS

