

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



ITEM: 3.10  
(ID # 20024)

**MEETING DATE:**

Tuesday, October 25, 2022

**FROM :** FACILITIES MANAGEMENT AND SHERIFF'S DEPARTMENT :

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND SHERIFF'S DEPARTMENT: Adoption of Resolution No. 2022-184 and Ratification and Approval of the State of California Standard Agreement No. 22C840001 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 September 30, 2024, CEQA Exempt; District 1. [\$0] (Clerk to File the Notice of Exemption)

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

1. Find that the State of California Standard Agreement No. 22C840001 is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities Exemption, and Section 15061(b)(3), General Rule or "Common Sense" Exemption;
2. Adopt Resolution No. 2022-184 ratifying and approving State of California Standard Agreement No. 22C840001 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);
3. Ratify and approve State of California Standard Agreement No. 22C840001 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 Chair 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.

**ACTION:Policy**

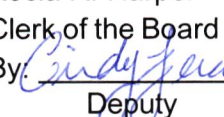
  
Rose Salgado, Director of Facilities Management 10/6/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez  
Nays: None  
Absent: None  
Date: October 25, 2022  
xc: FM, Sheriff, Recorder

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

| <b>FINANCIAL DATA</b>       | <b>Current Fiscal Year:</b> | <b>Next Fiscal Year:</b> | <b>Total Cost:</b>        | <b>Ongoing Cost</b> |
|-----------------------------|-----------------------------|--------------------------|---------------------------|---------------------|
| <b>COST</b>                 | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>NET COUNTY COST</b>      | \$ 0                        | \$ 0                     | \$ 0                      | \$ 0                |
| <b>SOURCE OF FUNDS:</b> N/A |                             |                          | <b>Budget Adjustment:</b> | No                  |
|                             |                             |                          | <b>For Fiscal Year:</b>   | 2022/23-<br>2024/25 |

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

**BACKGROUND:**

**Summary**

The California Highway Patrol (CHP) is requesting to utilize the resources at the Ben Clark Public Safety Training Center (BCTC) for usage of the firing range and training rooms/classrooms. CHP agrees to compensate the County of Riverside (County) at rates established and adopted by the County of Riverside 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, half, or whole day's usage.

The Board previously approved Standard Agreement 21C840001 on October 5, 2021, per M.O. 3.5, which expired on September 30, 2022. CHP submitted the attached Standard Agreement 22C840001 which contains the same terms and conditions as 21C840001 including a maximum reimbursement amount of \$49,900.

The contract terms are as follows:

Licensee: California Highway Patrol  
601. N. 7<sup>th</sup> Street  
Sacramento, CA 95811

Premises Location: Ben Clark Training Center  
16791 Davis Avenue  
Riverside, CA 92518

Location Usage/Size: Range Facilities and Classrooms

Term: October 1, 2022 through September 30, 2024

Rent: Not to exceed \$49,900.00, per term of State of California Standard Agreement (22C840001)

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

Rental Adjustments:           None  
Utilities:                       County  
Custodial:                     County  
Maintenance:                 County

**California Environmental Quality Act**

Pursuant to the California Environmental quality Act (CEQA), the Agreement was reviewed and determined to be categorically exempt from CEQA under State CEQA Guidelines 15301, Class 1 – Existing Facilities Exemption, and Section 15061(b)(3), General Rule or “Common Sense” Exemption. The proposed project, the Agreement, is the letting of property involving existing facilities and no expansion of an existing use will occur.

**Impact on Citizens and Businesses**

The CHP will continue to educate and train students and candidates for public safety purposes which 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.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Revenue of \$49,900 will be received from the CHP. All associated costs for the State of California Standard Agreement No. 22C840001 will be fully reimbursed by BCTC through state funds by the Department of California Highway Patrol. There is no budget adjustment associated with this transaction.

The attached State of California Standard Agreement No. 22C840001 and Resolution No. 2022-184 have been reviewed and approved as to form by County Counsel.

**Attachments:**

- Standard Agreement 22C840001
- Resolution No. 2022-184
- Notice of Exemption
- Aerial Map

SC:sc/09132022/XXXX/30.XXX

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

*Meghan Hahn*  
Meghan Hahn, Senior Management Analyst 10/14/2022

*Aaron Gettis*  
Aaron Gettis, Deputy County Counsel 10/13/2022





**Peter Aldana**  
**Riverside County**  
**Assessor-County Clerk-Recorder**  
2724 Gateway Drive  
Riverside, CA 92507  
(951) 486-7000  
www.rivcoacr.org

**Receipt: 22-385150**

| <b>Product</b>      | <b>Name</b>                                  | <b>Extended</b> |
|---------------------|--|-----------------|
| FISH                | CLERK FISH AND GAME FILINGS                  | \$50.00         |
|                     | # Pages                                      | 2               |
|                     | Document #                                   | E-202201059     |
|                     | Filing Type                                  | 7               |
|                     | State Fee Prev Charged                       | false           |
|                     | No Charge Clerk Fee                          | false           |
|                     | F&G Notice of Exemption Fee                  | \$50.00         |
| <b>Total</b>        |  | <b>\$50.00</b>  |
| Tender (On Account) |  | \$50.00         |
| Account#            | ECDEV  |                 |
| Account Name        | ECDEV - ECONOMIC DEVELOPMENT-FACILITIES MGMT |                 |
| Balance             | \$22,266.50                                  |                 |



State of California - Department of Fish and Wildlife  
**2022 ENVIRONMENTAL DOCUMENT FILING FEE**  
**CASH RECEIPT**  
 DFW 753.5a (REV. 01/01/22) Previously DFG 753.5a

|   |
|---|
| RECEIPT NUMBER:<br>22-385150                      |
| STATE CLEARINGHOUSE NUMBER <i>(if applicable)</i> |

SEE INSTRUCTIONS ON REVERSE. TYPE OR PRINT CLEARLY.

|  |                                |                    |
|--|--------------------------------|--------------------|
| LEAD AGENCY<br>COUNTY OF RIVERSIDE FACILITIES MANAGEMENT | LEAD AGENCY EMAIL              | DATE<br>10/27/2022 |
| COUNTY/STATE AGENCY OF FILING<br>RIVERSIDE               | DOCUMENT NUMBER<br>E-202201059 |                    |

PROJECT TITLE  
 BEN CLARK TRAINING CENTER (BCTC) LICENSE AGREEMENT WITH CALIFORNIA HIGHWAY PATROL

|   |                         |                                |
|---|-------------------------|--------------------------------|
| PROJECT APPLICANT NAME<br>COUNTY OF RIVERSIDE FACILITIES    | PROJECT APPLICANT EMAIL | PHONE NUMBER<br>(951) 955-8009 |
| PROJECT APPLICANT ADDRESS<br>3450 14TH STREET SECOND FLOOR, | CITY<br>RIVERSIDE       | STATE<br>CA                    |
|   |                         | ZIP CODE<br>92501              |

PROJECT APPLICANT (Check appropriate box)

Local Public Agency   
  School District   
  Other Special District   
  State Agency   
  Private Entity

**CHECK APPLICABLE FEES:**

|   |            |                         |
|---|------------|-------------------------|
| <input type="checkbox"/> Environmental Impact Report (EIR)  | \$3,539.25 | \$ _____                |
| <input type="checkbox"/> Mitigated/Negative Declaration (MND)(ND)   | \$2,548.00 | \$ _____                |
| <input type="checkbox"/> Certified Regulatory Program (CRP) document - payment due directly to CDFW         | \$1,203.25 | \$ _____                |
| <input checked="" type="checkbox"/> Exempt from fee   |            |                         |
| <input checked="" type="checkbox"/> Notice of Exemption (attach)  |            |                         |
| <input type="checkbox"/> CDFW No Effect Determination (attach)  |            |                         |
| <input type="checkbox"/> Fee previously paid (attach previously issued cash receipt copy)                   |            |                         |
| <hr/>   |            |                         |
| <input type="checkbox"/> Water Right Application or Petition Fee (State Water Resources Control Board only) | \$850.00   | \$ _____                |
| <input checked="" type="checkbox"/> County documentary handling fee   |            | \$ _____ <b>\$50.00</b> |
| <input type="checkbox"/> Other  |            | \$ _____                |


**PAYMENT METHOD:**

Cash   
  Credit   
  Check   
  Other

TOTAL RECEIVED    \$ \_\_\_\_\_ **\$50.00**

|               |   |
|---------------|---|
| SIGNATURE<br> | AGENCY OF FILING PRINTED NAME AND TITLE<br>Deputy |
|---------------|---|

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA 92501

| FOR COUNTY CLERK USE ONLY  |     |        |
|--|-----|--------|
| <b>FILED / POSTED</b>  |     |        |
| County of Riverside<br>Peter Aldana<br>Assessor-County Clerk-Recorder              |     |        |
| E-202201059<br>10/27/2022 11:50 AM Fee: \$ 50.00<br>Page 1 of 2                    |     |        |
| Removed:   | By: | Deputy |
|  |     |        |

## NOTICE OF EXEMPTION

September 13, 2022

**Project Name:** Ben Clark Training Center (BCTC) License Agreement with California Highway Patrol (CHP), Riverside

**Project Number:** FM047462012300

**Project Location:** 13971 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; Assessor's Parcel Number (APN) 294-110-005

**Description of Project:** : The County of Riverside (County) proposes to enter into a new two year license agreement between the County and CHP. The County has an existing license with CHP for the use of the facilities at BCTC, which includes classrooms, the mat room, and range facilities. The CHP is seeking to continue the use of the existing facilities at BCTC. The terms of the license agreement would allow for the CHP to continue ongoing public safety operations at BCTC for an additional two years, terminating September 30, 2024. The license for the use of the facilities at BCTC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the use of existing training space. No expansion of facilities at BCTC would occur as a result of the license agreement. The operation of the facility will continue to provide public safety training services and no additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** 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.

OCT 25 2022 3.10

**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 continued use of the training facility at BCTC. The project will not substantially increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the 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:**  **Date:** 9-13-2022  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management



2  
3 **RESOLUTION NO. 2022-184**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
5 **RIVERSIDE RATIFYING AND APPROVING THE STATE OF CALIFORNIA**  
6 **STANDARD AGREEMENT (22C840001) BETWEEN THE STATE OF CALIFORNIA,**  
7 **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND THE COUNTY OF**  
8 **RIVERSIDE FOR A LICENSE AGREEMENT FOR CONTINUED USE OF THE BEN**  
9 **CLARK PUBLIC SAFETY TRAINING CENTER THROUGH SEPTEMBER 30, 2024**

10  
11 WHEREAS, the California Highway Patrol (“CHP”) and the County of Riverside  
12 (“County”) desire to enter into a license agreement for use of the Ben Clark Public Training  
13 Center (“BCTC”) by the CHP for use of the Firing Range and Training Room; and

14 WHEREAS, the County has reviewed and determined that the State of California  
15 Standard Agreement, Agreement No. 22C840001, between the CHP and the County is  
16 categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to State  
17 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 October 25, 2022, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of  
22 Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon  
23 Street, Riverside, California, that this Board hereby finds that the environmental impacts of the  
24 project have been sufficiently assessed and have determined that the activity in question will  
25 not have a significant effect on the environment; the proposed action qualifies for  
26 exemption under State CEQA Guidelines Section 15301 and 15061(b)(3) because the  
27 proposed license agreement is for the use of existing facilities which include no expansion of  
28 existing facilities and will have no significant impact on the environment.

FORM APPROVED COUNTY COUNSEL  
BY  RYAN D. YABKO  
DATE 10/12/22

OCT 25 2022 3.10

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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board ratify and approve the State Standard Agreement, Agreement No. 22C840001 between CHP and County, for the use of the BCTC's Firing Range and Training Room and authorize the Chair of the Board to execute the same on behalf of the County of Riverside.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the Board is authorized to execute California Highway Patrol and County of Riverside 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.

KECIA R. HARPER, Clerk of said Board

By:  \_\_\_\_\_  
Deputy

10.25.2022 3.10

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# RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, October 25, 2022, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 22C840001-0 between Riverside County and California Highway Patrol providing for: Use of the Ben Clark Training Center (BCTC).

ROLL CALL:

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

BY:   
Deputy

10.25.2022 3.10

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY

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

10/27/22                      ABG  
Date                                      Initial

**NOTICE OF EXEMPTION**

September 13, 2022

**Project Name:** Ben Clark Training Center (BCTC) License Agreement with California Highway Patrol (CHP), Riverside

**Project Number:** FM047462012300

**Project Location:** 13971 Davis Avenue, south of Van Buren Boulevard, Riverside, California 92518; Assessor's Parcel Number (APN) 294-110-005

**Description of Project:** : The County of Riverside (County) proposes to enter into a new two year license agreement between the County and CHP. The County has an existing license with CHP for the use of the facilities at BCTC, which includes classrooms, the mat room, and range facilities. The CHP is seeking to continue the use of the existing facilities at BCTC. The terms of the license agreement would allow for the CHP to continue ongoing public safety operations at BCTC for an additional two years, terminating September 30, 2024. The license for the use of the facilities at BCTC is identified as the proposed project under the California Environmental Quality Act (CEQA). The proposed project would involve the continuation of the use of existing training space. No expansion of facilities at BCTC would occur as a result of the license agreement. The operation of the facility will continue to provide public safety training services and no additional direct or indirect physical environmental impacts are anticipated.

**Name of Public Agency Approving Project:** 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.


OCT 25 2022 3.10



**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 continued use of the training facility at BCTC. The project will not substantially increase or expand the use of the site, and is limited to the continued use of the site in a similar capacity; therefore, the project is exempt as the project meets the scope and intent of the 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:**  **Date:** 9-13-2022  
Mike Sullivan, Senior Environmental Planner  
County of Riverside, Facilities Management

**RIVERSIDE COUNTY CLERK & RECORDER**

**AUTHORIZATION  
TO BILL  
BY JOURNAL VOUCHER**

**Project Name: BCTC CHP License Agreement, Riverside**

**Accounting String: 524830-47220-7200400000 - FM047462012300**

DATE: September 13, 2022

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: **Shannon Chamberlain, Real Property Agent III, Facilities Management**

**-TO BE FILLED IN BY COUNTY CLERK-**

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA 92501

Date: September 13, 2022  
To: Office of the County Clerk  
From: Mike Sullivan, Senior Environmental Planner, Facilities Management  
Subject: **County of Riverside Facilities Management Project # FM047462012300**  
BCTC CHP License Agreement, Riverside

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,  
3450 14<sup>th</sup> Street, Suite 200, Riverside, CA 92501

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

Attachment

cc: file

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

**Business Services Section**

**Contract Services Unit**

**601 N. 7th Street**

**Sacramento, CA 95811**

**(916) 843-3610**

**(800) 735-2929 (TT/TDD)**

**(800) 735-2922 (Voice)**

THIS DOCUMENT IS FULLY EXECUTED RETURN  
**CLERK'S COPY**

County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.



July 27, 2022

Riverside County Sheriff Dept--Ben Clark Training Center-Range  
16791 Davis Ave.  
Riverside, CA 92518

Subject: Agreement Number 22C840001-0

**Please complete the following marked item(s) and return to the above address within ten (10) business days:**

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- CHP 78V, Conflict of Interest & CHP 116, Darfur Certification
- Letter of Agreement. Sign and return both copies.

**Contract status.**

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

TESSA GOMEZ  
Contract Analyst

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

OCT 25 2022 3.10



STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                                      |   |
|--------------------------------------|---|
| AGREEMENT NUMBER<br><b>22C840001</b> | PURCHASING AUTHORITY NUMBER (If Applicable) |
|--------------------------------------|---|

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

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

County of Riverside (Riverside County Sheriff's Department)

2. The term of this Agreement is:

START DATE

10/01/2022 OR UPON DGS APPROVAL, WHICHEVER IS LATER

THROUGH END DATE

09/30/2024

3. The maximum amount of this Agreement is:

\$49,900.00 (Forty-Nine Thousand Nine Hundred 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                      | 1     |
| Exhibit C *         | General Terms and Conditions - 04/2017, herein as amended | 4     |
| +<br>- Exhibit D    | Special Terms and Conditions                              | 1     |
| +<br>- Attachment 1 | H-30 Policy and Map                                       | 2     |
| +<br>- Attachment 2 | License Agreement   | 10    |

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

**JEFF HEWITT**

TITLE

CHAIR, BOARD OF SUPERVISORS

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

10/25/22

FORM APPROVED COUNTY COUNSEL

BY:

RYAN D. YABKO

DATE

10/12/22

ATTEST:

KECIA B. HARPER, Clerk

By

DEPUTY

OCT 25 2022 3.10

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

|                               |   |
|-------------------------------|---|
| AGREEMENT NUMBER<br>22C840001 | PURCHASING AUTHORITY NUMBER (If Applicable) |
|-------------------------------|---|

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 N. 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

A. V. EMKHA

TITLE

Procurement Manager, Business Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

- Contractor agrees to provide to the Department of California Highway Patrol **Riverside County Area Office**, the services described herein: furnish use of Contractor's **Weapons Firing Range at Ben Clark Training Center, (BCTC)**; pay all taxes, insurance, bonds, license and permit fees, and all other direct and indirect costs necessary to provide use of the weapons firing range and training room facilities, to provide training to uniformed personnel in accordance with the terms set forth in this Agreement.
- The weapons firing range and training facility is located at:  
  
Riverside County Sheriff's Department  
Ben Clark Training Center,  
17425 Ferguson Ave  
Riverside, CA 92518
- The dates and times of the exclusive use of the weapons firing range and training room facilities shall be based on the first come first serve basis. The CHP shall request the dates and times by calling BCTC in advance.
- The project representatives during the term of this Agreement will be:

|  |                |   |            |
|--|----------------|---|------------|
| STATE AGENCY   |                | CONTRACTOR                                |            |
| Department of California Highway Patrol<br>Riverside Area office |                | County of Riverside                       |            |
| NAME   |                | NAME                                      |            |
| Derek Williams, Officer  |                | Jeff Hewitt, Chair, Board of Supervisors  |            |
| TELEPHONE NUMBER   | FAX NUMBER     | TELEPHONE NUMBER                          | FAX NUMBER |
| (951) 637-8000   | (951) 637-8003 | (951) 486-3353                            | N/A        |
| EMAIL  |                | EMAIL                                     |            |
| Williams, Derek@chp.ca.gov                                       |                | district5@rivco.org                       |            |
| Direct all inquiries to:   |                |   |            |
| STATE AGENCY   |                | CONTRACTOR                                |            |
| Department of California Highway Patrol                          |                | County of Riverside, Sheriff's Department |            |
| SECTION/UNIT   |                | NAME/TITLE                                |            |
| Business Services Section, Contract Services Unit                |                | Autumn Temple, Deputy Sheriff             |            |
| ATTENTION  |                | ADDRESS                                   |            |
| Tessa Gomez, Contract Analyst                                    |                | 16791 Davis Avenue                        |            |
| ADDRESS  |                | ADDRESS                                   |            |
| 601 North 7 <sup>th</sup> Street, Sacramento, CA 95811           |                | Riverside, CA 92501                       |            |
| TELEPHONE NUMBER   | FAX NUMBER     | TELEPHONE NUMBER                          | FAX NUMBER |
| (916) 843-3607   | (916) 322-3166 | (951) 486-3353                            | N/A        |
| EMAIL  |                | EMAIL                                     |            |
| tegomez@chp.ca.gov   |                | atemple@riversidesheriff.org              |            |

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

5. Detailed description of work to be performed:

- A. The CHP Riverside County Area office uniformed personnel shall utilize Contractor's weapons firing range and Training Rooms to maintain proficiency with their weapons to satisfy the Peace Officer Standards and Training (POST), and Departmental policy requirements.
- B. Contractor and CHP agree the weapons range shall be open and usable by members of CHP at such times that are mutually agreeable to both parties. CHP may utilize the range for a four (4) hours block between the hours of 0800 and 2100.
- C. For night shooting, a Sheriff Deputy will be present and paid by CHP. The Sheriff Deputy will be paid hourly per Exhibit B, 4. RATE SCHEDULE.
- D. The CHP agrees that its members using the weapons firing range facilities under this Agreement shall be governed by the range safety rules established by Contractor.
- E. Brass will be retained by Contractor.
- F. The weapons range must be able to accommodate the following:
  - 1) .40 caliber pistol (loaded with Department-issued ammunition currently 180G).
    - a. Twelve (12) shoots per year, one (1) each month or two (2) every other month.
    - b. Two (2) qualification shoots which must be performed at the following distances; 2 yards, 4 yards, 7 yards, 10 yards, 15 yards, and 25 yards.
    - c. Ten (10) practice shoots, of which two (2) night shoots are recommended.
    - d. Use for make-up shoots at times mutually agreeable to both parties.
  - 2) Tactical rifle (.223 caliber).
    - a. Four (4) shoots per year (quarterly).
    - b. One (1) night shoot is required.
    - c. Maximum distance of 50 yards.
  - 3) Shotgun (00 buckshot).
    - a. Eight shoots per year (two quarterly).
    - b. Two (2) night shoots required.
    - c. Distance 15 yards maximum.
- G. Inspection and test firing of weapons:
  - 1) All weapons are to be test fired after each required inspection by the CHP Weapons Range Officer.
  - 2) Use of facility to test fire weapons will be coordinated between the CHP Weapons Range Officer and Contractor.



**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

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

Office: Ben Clark Training Center, Accounting Office  
Address: 16791 Davis Ave  
Riverside, CA 92518

**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, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor 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, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. PROMPT PAYMENT CLAUSE**

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

**4. RATE SCHEDULE**

- A. CHP agrees to pay the Contractor in arrears per the following schedule, on an itemized monthly invoice for the actual use of the Weapon Firing Range by CHP Riverside Area Officers.

| Facility                        | Per Hour | Full Day | Half Day (Up to Four Hours per Day; Up to 20 Shooters) |
|---------------------------------|----------|----------|--|
| Firearms Range                  | N/A      | \$413.76 | \$206.88   |
| Scenario Village                | N/A      | \$413.76 | \$206.88   |
| Deputy Services (Overtime Rate) | 91.26    | N/A      | N/A  |

GTC 04/2017

EXHIBIT C

**GENERAL TERMS AND CONDITIONS**

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

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

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

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
  - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- 1) the assignee has not been injured thereby, or
  - 2) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department:

- 1) the total amount the prime Contractor received under the Contract;
- 2) the name and address of the DVBE(s) that participated in the performance of the Contract;
- 3) the amount each DVBE received from the prime Contractor;
- 4) that all payments under the Contract have been made to the DVBE; and
- 5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.

20. LOSS LEADER:

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

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP reserves the right to cancel this Agreement with thirty (30) days advance written notice to Contractor.
2. This Agreement may be amended in writing with mutual consent of the parties hereto.
3. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
4. Contractor agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of the County of Riverside.
5. INDEMNIFICATION (supersedes Exhibit C, Item 5):

HOLD HARMLESS/INDEMNIFICATION: LICENSEE represents that it has inspected the Training Center, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof by LICENSEE. COUNTY shall not be liable to LICENSEE, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions that are not caused by the sole negligence of COUNTY, its officers, agents or employees.

LICENSEE shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the Training Center or the condition thereof, to the extent that such liability is imposed on COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and LICENSEE shall defend at its expense, including, without limitation, attorney fees, expert fees and investigation expenses, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold COUNTY free and harmless herein shall survive until any claim, action or case of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.

6. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion.

**ATTACHMENT 1**

**License Agreement**



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

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY OF RIVERSIDE**, on behalf of its Sheriff's Department, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and \_\_\_\_\_, a \_\_\_\_\_, referred to as "**LICENSEE**" sometimes hereafter collectively referred as "Parties."

WHEREAS, **COUNTY** owns and maintains certain training facilities on its property known as the Ben Clark Public Safety Training Center, located at 16791 Davis Avenue, Riverside, CA 92518, in the County of Riverside, State of California;

WHEREAS, **LICENSEE** desires permission for use of the Ben Clark Public Safety Training Center ("Training Center" or "BCTC");

WHEREAS, **COUNTY** is agreeable to said use of its Training Center and hereby grants permission for said use upon the following terms and conditions;

NOW, THEREFORE, in consideration of the use of these facilities it is mutually agreed as follows:

**1. DESCRIPTION OF PROPERTY:** The property subject to this Agreement is that property located in Riverside County commonly known as the Ben Clark Public Safety Training Center.

**2. PURPOSE:** **LICENSEE** is hereby given temporary use of the facility identified below for training purposes only.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Classroom           | <input type="checkbox"/> Office Space   | <input type="checkbox"/> Mat Room         |
| <input type="checkbox"/> Conference Room     | <input type="checkbox"/> Lodging        | <input type="checkbox"/> Scenario Village |
| <input type="checkbox"/> Fire Drill Grounds  | <input type="checkbox"/> Storage        | <input type="checkbox"/> Gas House        |
| <input type="checkbox"/> Equestrian Facility | <input type="checkbox"/> Training Props | <input type="checkbox"/> Firing Range     |

3. **TERM OF AGREEMENT:** The term of this Agreement shall commence upon the 1st day of \_\_\_\_\_ 2022 and shall terminate on the \_\_\_\_\_ day of \_\_\_\_\_, unless cancelled by either party.

4. **TERMINATION OF LICENSE AGREEMENT:**

(A) **COUNTY** shall have the right to terminate the Agreement in the event the **LICENSEE** fails to perform any of its duties or obligations hereunder.

(B) Either party may terminate this Agreement by giving ten (10) days written notice to the other party.

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

Requests can be made to the following:

**Riverside County Sheriff**

Sheriff BCTC Classroom Reservations:

Email: [BCTCuse@riversidesheriff.org](mailto:BCTCuse@riversidesheriff.org)

Phone: (951) 486-2800 option 0

Sheriff BCTC Range Reservations:

Email: [BCTCrange@riversidesheriff.org](mailto:BCTCrange@riversidesheriff.org)

Phone: (951) 443-4350

**Riverside County Fire**

Fire Classroom Reservations: (951) 571-8612

Email: [RRUTrainingreceptionist@fire.ca.gov](mailto:RRUTrainingreceptionist@fire.ca.gov)

Fire Dorm Reservations: (951) 486-5242

Email: [RRUTrainingreceptionist@fire.ca.gov](mailto:RRUTrainingreceptionist@fire.ca.gov)

After a reservation has been made, a confirmation will be sent. It is understood that other parties contracting with the **COUNTY** may have reserved the facility and reasonable accommodation of all such parties is the desired objective. If a specific day is scheduled and

**LICENSEE** needs to cancel, **LICENSEE** shall notify **COUNTY** within three days of the day scheduled. Failure to notify of a cancellation may result in a minimum charge of one day of use.

**6. LIMITATION:**

(A) **COUNTY** reserves the right to close the Training Center during times of emergency or when needed by the Sheriff or Fire Departments for their activities.

(B) **COUNTY** reserves the right to use the BCTC at all times, and may terminate its use by notice to **LICENSEE'S** designated representative below:

NAME:

ADDRESS:

TELEPHONE NUMBER:

Should the above information change during the term of this Agreement, **LICENSEE** shall so notify **COUNTY** in writing within five (5) working days.

(C) The use of the BCTC facility is subject to the understanding it is made available on an "as is" basis.

(D) All range firing will be under direct supervision of Range Safety Officers who have completed a POST approved firearms instructor's certification course or satisfactorily completed the Training Center's prescribed Range Safety Officer's course. A copy of all Range Safety Officer certifications must be on file with the **Riverside County Sheriff's Department** prior to the use of the firing ranges. **LICENSEE** shall comply with all "Facility Use Rules."

(E) Utilities (water and electric) will be supplied without charges and the repair and maintenance of same will be the responsibility of the **COUNTY**.

(F) Any improvements installed or provided by **LICENSEE** shall be submitted to the **COUNTY** in writing and are to be approved by the **Facilities Management Department** prior to installation. Fixtures shall remain following termination or expiration of this Agreement.

~~(G) **HOLD HARMLESS/INDEMNIFICATION:** **LICENSEE** represents that it has inspected the Training Center, accepts the condition thereof and fully assumes any and all risks incidental to the use thereof by **LICENSEE**. **COUNTY** shall not be liable to **LICENSEE**, its officers, agents, employees, subcontractors or independent contractors for any personal injury or property~~

~~damage suffered by them which may result from hidden, latent or other dangerous conditions that are not caused by the sole negligence of COUNTY, its officers, agents or employees.~~

~~\_\_\_\_\_ LICENSEE shall indemnify and hold COUNTY, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of LICENSEE, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature relating to or in any way connected with or arising from its use and responsibilities in connection therewith of the Training Center or the condition thereof, to the extent that such liability is imposed on COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and LICENSEE shall defend at its expense, including, without limitation, attorney fees, expert fees and investigation expenses, COUNTY, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. The obligations to indemnify and hold COUNTY free and harmless herein shall survive until any claim, action or case of action with respect to any such alleged acts or omissions are fully and finally barred by the applicable statute of limitations.~~

~~(H) \_\_\_\_\_ INSURANCE: Without limiting or diminishing the LICENSEE'S obligation to indemnify or hold the COUNTY harmless, LICENSEE shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this License 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. See Exhibit D, Paragraph 5~~

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

ii. 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 Licensees performance of its obligation hereunder. Policy shall name the **COUNTY** as additional insured. Policy's limit of liability shall not be less than \$2,000,000 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.

iii. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, the **LICENSEE** 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. Policy shall name the **COUNTY** as Additional Insureds.

iv. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: V111 (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.

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

vi. **LICENSEE** shall cause **LICENSEE'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, or 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 a minimum of thirty (30) days written notice shall be given to the **COUNTY** prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If **LICENSEE** insurance carrier(s) policies does not meet the minimum notice requirement found herein, **LICENSEE** shall cause **LICENSEE's** insurance carrier(s) to furnish a 30 day Notice of Cancellation Endorsement.

vii. In the event of a material modification, cancellation, expiration, or reduction in coverage, this License 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. **LICENSEE** 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 on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

viii. It is understood and agreed to by the parties hereto that the **LICENSEE's** insurance shall be construed as primary insurance, and the **COUNTY's** insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

ix. If, during the term of this License Agreement or any extension thereof, there is a material change in the scope of services or use of the Training Center; 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 License 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 License Agreement, if the County Risk Management's reasonable judgment, the amount or type of insurance carried by the **LICENSEE** has become inadequate.

x. **LICENSEE** shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this License Agreement.

xi. The insurance requirements contained in this License Agreement may be met with a program(s) of self-insurance acceptable to the **COUNTY**.

xii. **LICENSEE** 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 License Agreement.

xiii. The specified insurance limits herein shall in no way limit or circumscribe obligations to indemnify and hold **COUNTY** free and harmless herein.

#### **7. CONFORMITY WITH LAW AND SAFETY:**

(A) **LICENSEE** shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies, having jurisdiction over the subject matter hereof, including all provisions of the Occupational Safety and Health Act of 1979 and all amendments thereto, and all applicable federal, state, municipal and local safety regulations.

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

1. Name and address of the injured or deceased person(s).
2. Name and address of **LICENSEE'S** liability insurance carrier.



3. A detailed description of accident and whether any of **COUNTY'S** equipment, tools, material or staff was involved.

8. **COUNTY PROPERTY:** **LICENSEE** shall promptly pay for or restore any damage to **COUNTY** property caused by **LICENSEE** and arising out of the performance of this Agreement, upon receipt of a written notice or invoice. **LICENSEE** shall not use the Training Center or **COUNTY** facilities, premises, property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his or her obligations under this Agreement.

9. **DRUG-FREE WORKPLACE:** **LICENSEE** and **LICENSEE's** employees shall comply with the **COUNTY's** policy of maintaining a drug-free workplace. **LICENSEE's** employees shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code, Section 812, including marijuana, heroin, cocaine and amphetamines at any **COUNTY** facility, including the training facilities. If any employee of **LICENSEE** is convicted or pleads nolo contendere to any criminal drug statute violation occurring at any **COUNTY** facility or work site, the **LICENSEE** within five (5) days thereafter, shall notify the Sheriff. Violation of this provision shall constitute a material breach of this Agreement.

10. **NON-DISCRIMINATION:** **LICENSEE** agrees that it will comply with Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1990, the American's With Disabilities Act of 1990, and that no person shall, on the grounds of race, creed, color, disability, sex, national origin, age, religion, sexual orientation, Vietnam era Veteran's status, political affiliation or any other non-merit factor to be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this Agreement.

11. **ASSIGNMENT OF AGREEMENT:** Nothing contained in this Agreement shall be construed to permit assignment or transfer by **LICENSEE** of any rights under this Agreement and such assignment or transfer is expressly prohibited and void.

12. **FEE SCHEDULE:** **LICENSEE** agrees to pay to **COUNTY** use fees according to the Fee Schedule approved by the Riverside County Board of Supervisors as Board Policy H-30. **COUNTY** reserves the right to periodically revise the Fee Schedule rates.

13. **SEVERABILITY:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

14. **JURISDICTION AND VENUE:** This Agreement shall be construed under the laws of the State of California. In the event any action or proceeding is filed to interpret, enforce, challenge, or invalidate any term of this Agreement, venue shall lie only in the state or federal courts in or nearest to Riverside County.

15. **GOVERNING AUTHORITY OF THIS AGREEMENT:** There shall be no alteration, change or amendment to this Agreement, except in writing executed by the parties hereto. If this Agreement is referenced or attached in any way to another agreement, this Agreement will govern if any discrepancies are found between the agreements.

ATTACHMENT 2

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

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

PURPOSE

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

FACILITY DESCRIPTION

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

CONDITIONS OF USE

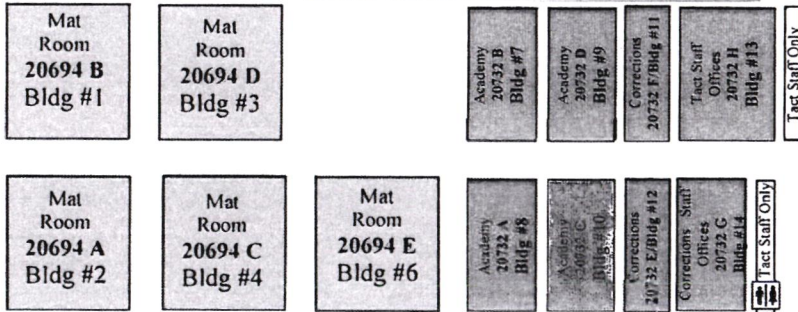
1. Use of the facility is on a space available basis. The Riverside County Sheriff and Fire departments have priority usage.
2. Use of the facility is restricted and available only to agencies that provide a nexus to local and state public safety training. Any request for use outside public safety training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

**Reference:**

Minute Order 3.13 of 05/05/09

12th Street

GRINDER



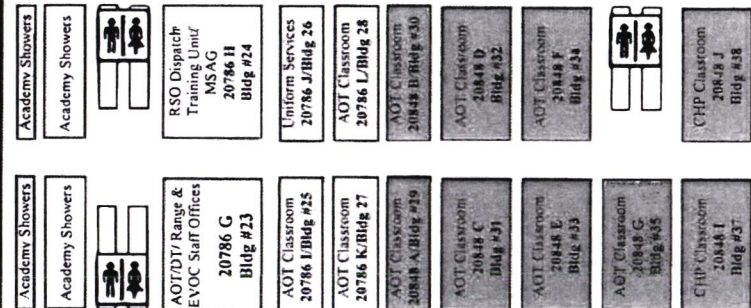
NO PARKING

NO PARKING

NO PARKING

Dalla Ave.

PARKING



NO PARKING

NO PARKING

NO PARKING

Plummer Street

11th Street



BEN CLARK TRAINING CENTER  
RIVERSIDE COUNTY  
SHERIFF'S DEPARTMENT  
MODULAR  
OFFICES & CLASSROOMS  
(Not to Scale)



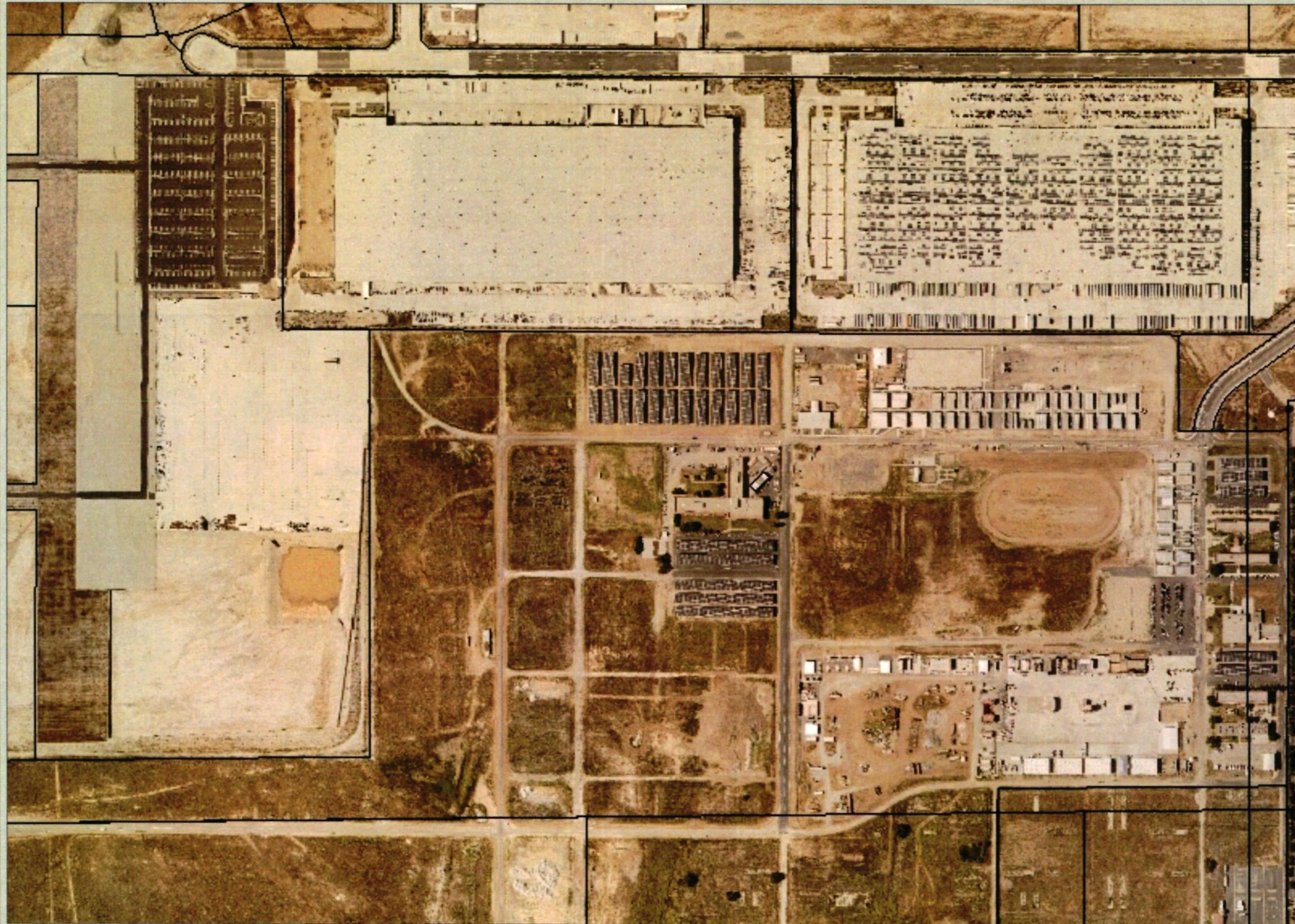
Davis Ave.

Bundy Ave.



# Ben Clark Training Center (BCTC)

16791 Davis Avenue, Riverside



## Legend

-  Parcels
-  Blueline Streams
-  City Areas



**\*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

District 1

0 752 1,505 Feet

REPORT PRINTED ON... 8/19/2021 9:53:44 AM

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2  
3 **RESOLUTION NO. 2022-184**

4 **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF**  
5 **RIVERSIDE RATIFYING AND APPROVING THE STATE OF CALIFORNIA**  
6 **STANDARD AGREEMENT (22C840001) BETWEEN THE STATE OF CALIFORNIA,**  
7 **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL AND THE COUNTY OF**  
8 **RIVERSIDE FOR A LICENSE AGREEMENT FOR CONTINUED USE OF THE BEN**  
9 **CLARK PUBLIC SAFETY TRAINING CENTER THROUGH SEPTEMBER 30, 2024**

10  
11 WHEREAS, the California Highway Patrol (“CHP”) and the County of Riverside  
12 (“County”) desire to enter into a license agreement for use of the Ben Clark Public Training  
13 Center (“BCTC”) by the CHP for use of the Firing Range and Training Room; and

14 WHEREAS, the County has reviewed and determined that the State of California  
15 Standard Agreement, Agreement No. 22C840001, between the CHP and the County is  
16 categorically exempt from the California Environmental Quality Act (“CEQA”) pursuant to State  
17 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 October 25, 2022, at 9:30 a.m. or soon thereafter, in the meeting room of the Board of  
22 Supervisors located on the 1<sup>st</sup> floor of the County Administrative Center, 4080 Lemon  
23 Street, Riverside, California, that this Board hereby finds that the environmental impacts of the  
24 project have been sufficiently assessed and have determined that the activity in question will  
25 not have a significant effect on the environment; the proposed action qualifies for  
26 exemption under State CEQA Guidelines Section 15301 and 15061(b)(3) because the  
27 proposed license agreement is for the use of existing facilities which include no expansion of  
28 existing facilities and will have no significant impact on the environment.

FORM APPROVED COUNTY COUNSEL  
BY:  DATE: 10/12/22  
RYAN D. YABKO

OCT 25 2022 3.10

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BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board ratify and approve the State Standard Agreement, Agreement No. 22C840001 between CHP and County, for the use of the BCTC's Firing Range and Training Room and authorize the Chair of the Board to execute the same on behalf of the County of Riverside.

BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of the Board is authorized to execute California Highway Patrol and County of Riverside 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.

KECIA R. HARPER, Clerk of said Board

By: \_\_\_\_\_  
Deputy

10.25.2022 3.10