

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



**ITEM: 3.30
(ID # 22321)**

MEETING DATE:

Tuesday, August 29, 2023

FROM : FACILITIES MANAGEMENT:

SUBJECT: FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND SHERIFF'S DEPARTMENT: Adoption of Resolution No. 2023-213 and Approval of the State of California Standard Agreement No. 23C093000 between the State of California, Department of California Highway Patrol and the County of Riverside for a License Agreement for Continued Use of the Ben Clark Training Center (BCTC) Through June 30, 2026, California Environmental Quality Act (CEQA) Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061 (b)(3); 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. 23C093000 is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines, Section 15301, Class - 1 Existing Facilities Exemption, and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

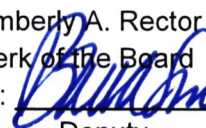
ACTION:Policy


Rose Saigado, Director of Facilities Management 7/19/2023

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, Perez, Washington, and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: FM-RE, Sheriff, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-213 and approve State of California Standard Agreement No. 23C093000 between the State of California, Department of Highway Patrol and the County of Riverside for a License Agreement for continued use of the Ben Clark Training Center (BCTC);
3. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete this transaction; and
4. Direct the Clerk of the Board to file attached Notice of Exemption with the County Clerk for posting within five (5) working days of approval by the Board.

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:			Budget Adjustment:	No
			For Fiscal Year:	23/24-25/26

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 use of the firing range, Classroom and Scenario village. 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 20C078002 on August 4, 2020, per M.O. 3.24, which expired on June 30, 2023. CHP submitted the attached Standard Agreement 23C093000 (Agreement), which contains the same terms and conditions as 20C078002, including a maximum reimbursement amount of \$834,830.28.

Pursuant to the California Environmental Quality Act (CEQA), the Standard Agreement was reviewed and determined to be categorically exempt from State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061(b)(3), "Common Sense" Exemption, as discussed in greater detail in the attached notice of exemption. The proposed project, the Standard Agreement, is the letting of property involving existing facilities.

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

The Agreement terms are as follows:

Licensee: California Highway Patrol
601 North 7th Street
Sacramento, CA 95811

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

Location Usage/Size: Firing Range, Classroom, and Scenario Village

Term: July 1, 2023, through June 30, 2026

Rent: Not to exceed \$834,830.28, per term of State of California
Standard Agreement (23C093000)

Impact on Citizens and Businesses

The CHP will continue to educate and train their employees for support of the Riverside County Community. This will have a direct, positive impact on the knowledge and skills of future CHP employees and will provide a valuable source of well-being to the community.

SUPPLEMENTAL:

Additional Fiscal Information

Revenue of \$834,830.28 will be received from the CHP. All associated costs for the State of California Standard Agreement No. 23C093000 will be fully reimbursed by BCTC through state funds by the Department of Motor Vehicles. There is no budget adjustment associated with this transaction.


The attached State of California Standard Agreement No. 23C093000 and Resolution No. 2023-213 have been reviewed and approved as to form by County Counsel.

ATTACHMENTS:

- Standard Agreement 23C093000
- Resolution No. 2023-213
- Notice of Exemption
- Aerial Map


Aaron Gettis, Deputy County Counsel 8/8/2023

County of Riverside
Facilities Management
3450 14th Street, Suite 200, Riverside, CA 92501

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside Peter Aldana Assessor-County Clerk-Recorder		
E-202300911 08/29/2023 02:05 PM Fee: \$ 50.00 Page 1 of 2		
Removed:	By:	Deputy
		

NOTICE OF EXEMPTION

June 22, 2023

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

Project Number: FM041250011

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 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, Classroom and scenario village. 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 20C078002 on August 4, 2020, per M.O. 3.24, which expires on June 30, 2023. CHP submitted the attached Standard Agreement 23C093000 (Agreement) which contains the same terms and conditions as 20C078002 including a maximum reimbursement amount of \$834,830.28. 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.

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: 6-22-2023

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

2
3 RESOLUTION NO. 2023-213

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF
5 RIVERSIDE RATIFYING AND APPROVING THE STATE OF CALIFORNIA STANDARD
6 AGREEMENT (23C093000) BETWEEN THE DEPARTMENT OF CALIFORNIA
7 HIGHWAY PATROL AND THE COUNTY OF RIVERSIDE FOR A LICENSE
8 AGREEMENT FOR CONTINUED USE OF THE BEN CLARK PUBLIC SAFETY
9 TRAINING CENTER THROUGH JUNE 30, 2026.

10 WHEREAS, the Department of California Highway Patrol (“CHP”) and the County
11 of Riverside (“County”) desire to enter into a license agreement for the purpose of granting the
12 CHP use of the classroom, firing range and scenario village facilities located at the Ben Clark
13 Training Center (“BCTC”); and

14 WHEREAS, the County has reviewed the State of California Standard Agreement,
15 Agreement No. 23C093000, between the CHP and the County and determined that it 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 August 1, at 9:00 a.m. or soon thereafter as possible, in the meeting room of the Board of
22 Supervisors located on the 1st floor of the County Administrative Center, 4080 Lemon Street,
23 Riverside, California, that this Board hereby finds that the environmental impacts of the project
24 have been sufficiently assessed and have determined that the activity in question will not have a
25 significant effect on the environment; the proposed action qualifies for exemption under State
26 CEQA Guidelines Section 15301 and 15061 (b) (3) because the proposed license agreement is
27 for the use of existing facilities which include no expansion of existing facilities and will have
28 no significant impact on the environment.

FORM APPROVED COUNTY COUNSEL
BY: BRADEN J. HOLLY
DATE: 8/1/23

1 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Board
2 approves the State Standard Agreement, Agreement No. 23C93000, between CHP and County
3 for the use of the BCTC's firing range, classroom, and scenario village facilities and authorizes
4 the Chair of the Board to execute the same on behalf of the County of Riverside.

5 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Chair of
6 the Board is authorized to execute the State of California Standard Agreement (23C93000)
7 between Department of California Highway Patrol and County of Riverside for use of BCTC.

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

11 ROLL CALL:

12 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
13 Nays: None
14 Absent: None

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

17 KIMBERLY A. RECTOR, Clerk of said Board

18 By:  _____
19 Deputy

20
21 08.29.2023 3.30
22
23
24

25 CT:kt/06192023/011SH/30.948
26
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28

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)



June 14, 2023

County of Riverside
Facilities Management
Real Estate Division
3450 14th Street, Suite 200
Riverside, CA 92501

Subject: Agreement Number 23C093000-0

Congratulations, you have been awarded the agreement. 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 and return back to Contract Analyst.
- 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.

KELLIE AU
Contract Analyst

Enclosures

Safety, Service, and Security



An Internationally Accredited Agency

RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, August 29, 2023, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement No. 23C093000 between Riverside County and the California Department of Highway Patrol (CHP) providing for: Continued use of the Ben Clark Training Center (BCTC)

ROLL CALL:

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
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.

KIMBERLY A. RECTOR, Clerk of the Board

BY:  _____
Deputy

08.29.2023 3.30

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 23C093000	WHEN DOCUMENT IS FULLY EXECUTED RETURN PURCHASING AUTHORITY NUMBER (If Applicable) CLERK'S COPY
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to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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

2. The term of this Agreement is:

START DATE
07/01/2023

THROUGH END DATE
06/30/2026

3. The maximum amount of this Agreement is:
\$834,830.28 (Eight Hundred Thirty-Four Thousand, Eight Hundred Thirty Dollars and Twenty-Eight Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit A-1	Ben Clark Public Safety Training License Agreement	13
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions (GTC 04/2017)	*
Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

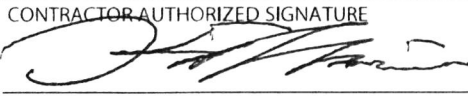
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

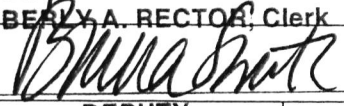
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Riverside

CONTRACTOR BUSINESS ADDRESS 16791 Davis Avenue	CITY Riverside	STATE CA	ZIP 92518
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PRINTED NAME OF PERSON SIGNING Kevin Jeffries	TITLE Chairman, Board of Supervisors
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 8/29/23
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STATE OF CALIFORNIA

ATTEST
KIMBERLY A. RECTOR, Clerk
By 

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS 601 North 7th Street	CITY Sacramento	STATE CA	ZIP 95811
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PRINTED NAME OF PERSON SIGNING	TITLE DEPUTY
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CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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AUG 29 2023 3.30

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. The County of Riverside agrees to provide to the Department of California Highway Patrol (CHP) leasing agreement to supply adequate office and classroom space, as well as the use of Mat room and range facilities for the purpose for teaching criminal justice courses at the County of Riverside facility know as the Ben Clark Public Safety Training Center (BTCT) in accordance with the terms set forth in Exhibit A-1, License Agreement.

2. The lease is located at:

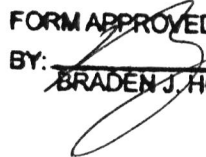
 Ben Clark Public Safety Training Center
 16791 Davis Avenue
 Riverside, CA 92518

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

STATE AGENCY Department of California Highway Patrol		CONTRACTOR County of Riverside	
NAME Karen Mejia, Facilities Coordinator		NAME Cem Tumkaya, Real Property Agent I	
TELEPHONE NUMBER (916) 843-3800	FAX NUMBER (916) 322-3172	TELEPHONE NUMBER (951) 955-4811	FAX NUMBER N/A

Direct all inquiries to:

STATE AGENCY Department of California Highway Patrol		CONTRACTOR County of Riverside	
SECTION/UNIT Facilities Section		EMAIL CTumkaya@Rivco.org	
ATTENTION Karen Mejia, Facilities Coordinator		ATTENTION Cem Tumkaya, Real Property Agent I	
ADDRESS P.O. Box 942898 Sacramento, CA 94298-0001		ADDRESS 3450 14 th Street, Suite 200 Riverside, CA 92501	
TELEPHONE NUMBER (916) 843-3800	EMAIL karen.mejia@chp.ca.gov	TELEPHONE NUMBER (951) 955-4811	FAX NUMBER N/A

FORM APPROVED COUNTY COUNSEL
 BY:  BRADEN J. HOLLY
 DATE: 8/11/23

**EXHIBIT A-1
LICENSE AGREEMENT**

BEN CLARK PUBLIC SAFETY TRAINING CENTER

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

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

1. **AGREEMENT.** County agrees to supply adequate office and classroom space, as well as the use of Mat room, and range facilities for the purpose for teaching criminal justice courses at the COUNTY’s facility known as the Ben Clark Public Safety Training Center (BCTC), or other locations as deemed appropriate between the Parties. The designated classrooms, offices, Mat, and range facilities currently utilized by the CHP are attached hereto and incorporated herein as Exhibit B. Classroom assignments will be mutually agreed upon between the parties. Any change to assignments for any of the space mentioned above must be in writing and will be mutually agreed upon between the Parties.
2. **TERM.** The term of this Agreement shall be from July 1, 2023 through June 30, 2026. In the event the parties intend to renew this Agreement at the end of the term, and the Parties have not yet finalized a renewal Agreement, the terms and conditions of this Agreement will continue in full force and effect, on a month-to-month basis, until a new Agreement can be completed, approved and signed by all parties. In the event the finalized, executed renewal Agreement includes an increase in costs to the CHP, CHP shall promptly make up the payment difference between the current rate and the new rate.
3. **PAYMENT BASIS.** CHP agrees to compensate COUNTY at rates established and adopted by the County Board of Supervisors (County Board Policy H-30). Said rates are based on total square footage of all space utilized by CHP, on an hourly, a half or whole day’s usage. The exception to a square footage charge would be the use of the Range, which is a flat rate per half or whole day usage. CHP shall be notified by COUNTY of any proposed change in rates to be charged prior to COUNTY’s submittal to the Board of Supervisors for adoption, and CHP shall be given an opportunity to review and approve the proposed change with COUNTY personnel. Any rate increases shall take effect at the beginning of the COUNTY’s next fiscal year, beginning July 1, and each anniversary thereafter. CHP understands Extra Duty charges may be incurred any time range is used outside of normal operating hours. A copy of the current rate sheet is attached hereto and incorporated herein as Exhibit D.

**EXHIBIT A-1
LICENSE AGREEMENT**

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

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

5. **SIGNS.** Other than the signs, displays or other forms of advertising which CHP already has in place, CHP shall not add any additional signage, displays or advertising without the written consent of COUNTY. Said approval shall not be unreasonably withheld.
6. **FURNITURE AND EQUIPMENT.** COUNTY shall provide furniture in the classroom areas. CHP shall have the right to install portable equipment and fixtures as may be necessary for conducting classes and such equipment shall remain the property of CHP. CHP shall provide all office furniture and equipment that may be required for conducting business by CHP.
7. **INGRESS AND EGRESS.** CHP shall be permitted ingress and egress to and from the premises through such doors and routes as are designated by the COUNTY through its Sheriff's Department and COUNTY Fire Department.
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 CHP.
10. **INSPECTION OF PREMISES.** COUNTY shall have, at any time during normal business hours, the right to enter the premises used by CHP for the purpose of inspecting, monitoring and evaluating the obligations of CHP hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement. COUNTY will do everything possible in connection with any inspections to see that classes in session at the time of inspection are disrupted as little as possible.

**EXHIBIT A-1
LICENSE AGREEMENT**

11. **QUIET ENJOYMENT.** CHP shall have, hold and quietly enjoy the use of the premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this Agreement.
12. **TERMINATION BY COUNTY.** COUNTY shall have the right to terminate this agreement forthwith if CHP:
- Files for voluntary or involuntary bankruptcy;
 - Makes a general assignment or CHP's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors;
 - Abandons the premises; or
 - Refuses to meet any of its obligations hereunder or as otherwise provided by law.
13. **TERMINATION BY EITHER PARTY.** Notwithstanding the provisions in Paragraph 12 above, either party may terminate this Agreement upon notice in writing to the other party of not less than thirty (30) days prior to the effective date of termination. Whether termination is by COUNTY or CHP, it will coincide with the end of a semester.
14. **INSURANCE.** Without limiting or diminishing the CHP's obligation to indemnify or hold the COUNTY harmless, CHP shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.
- A. **WORKER'S COMPENSATION:**
If CHP has employees as defined by the State of California, the CHP shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.
- B. **COMMERCIAL GENERAL LIABILITY:**
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CHP'S performance of its obligations hereunder.

Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**EXHIBIT A-1
LICENSE AGREEMENT**

C. VEHICLE LIABILITY:

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

D. PROFESSIONAL LIABILITY:

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

E. GENERAL INSURANCE PROVISIONS – ALL LINES:

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

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

claims administration, and defense costs and expenses.

- 3) CHP shall cause CHP'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of

EXHIBIT A-1 LICENSE AGREEMENT

policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CHP shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

- 4) It is understood and agreed to by the parties hereto that the CHP's insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CHP has become inadequate.
- 6) CHP shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 8) CHP agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. **INDEMNIFICATION/HOLD HARMLESS.** CHP shall indemnify and hold COUNTY, its officers, agents, employees, and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of CHP, its officers, agents, employees, volunteers, subcontractors or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this

EXHIBIT A-1 LICENSE AGREEMENT

Agreement to the extent that such liability is imposed on COUNTY by the provisions of California Government Code Section 895.2 or other applicable law, and CHP shall defend at its expense, including attorney fees, expert fees and investigation fees COUNTY, its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

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

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

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

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

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

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

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

**EXHIBIT A-1
LICENSE AGREEMENT**

COUNTY OF RIVERSIDE

Evan Peterson, Captain
16791 Davis Avenue
Riverside, CA 92518

La Tonya Taylor, Supervising
Sheriff's
Records Clerk
16791 Davis Avenue
Riverside, CA 92518

CALIFORNIA HIGHWAY PATROL

Amie Fish, Facilities Manager
601 N. 7th Street
Sacramento, CA 95811

Karen Mejia, Facilities Analyst
601 N. 7th Street
Sacramento, CA 95811

Kellie Au, Contract Analyst
Business Services Section
601 N. 7th Street
Sacramento, CA 95811

**EXHIBIT A
LICENSE AGREEMENT**

FACILITIES MANAGEMENT

Deputy Director of Real Estate
County of Riverside
3450 14th Street, Suite 200
Riverside, CA 92501

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

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

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

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

- Name and address of the injured or deceased person(s);
- Name and address of CHP's risk manager for purposes of Insurance coverage;
- A detailed description of accident and whether any of COUNTY's equipment, tools, material or staff were involved.

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

20. **ASSIGNMENT.** CHP shall not assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties, or obligations hereunder to any person or entity without first obtaining the written consent of COUNTY.

**EXHIBIT A
LICENSE AGREEMENT**

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

12th Street

GRINDER

Mat Room
20694 B
Bldg #1

Mat Room
20694 D
Bldg #3

Academy
20732 B
Bldg #7

Academy
20732 D
Bldg #9

Corrections
20732 F/Bldg #11

Tact Staff
Offices
20732 H
Bldg #13

Tact Staff Only

Mat Room
20694 A
Bldg #2

Mat Room
20694 C
Bldg #4

Mat Room
20694 E
Bldg #6

Academy
20732 A
Bldg #8

Academy
20732 C
Bldg #10

Corrections
20732 E/Bldg #12

Corrections, Staff
Offices
20732 G
Bldg #14

Tact Staff Only

NO PARKING

NO PARKING

NO PARKING

Dalla Ave.

PARKING

Academy Showers

Academy Showers



RSO Dispatch
Training Unit/
MSAG
20786 H
Bldg #24

Uniform Services
20786 J/Bldg 26

AOT Classroom
20786 L/Bldg 28

AOT Classroom
20848 B/Bldg #30

AOT Classroom
20848 D
Bldg #32

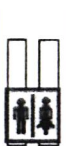
AOT Classroom
20848 F
Bldg #34



CHP Classroom
20848 J
Bldg #38

Academy Showers

Academy Showers



AOT/DT/ Range &
EVOC Staff Offices
20786 G
Bldg #23

AOT Classroom
20786 I/Bldg #25

AOT Classroom
20786 K/Bldg 27

AOT Classroom
20848 A/Bldg #29

AOT Classroom
20848 C
Bldg #31

AOT Classroom
20848 E
Bldg #33

AOT Classroom
20848 G
Bldg #35

CHP Classroom
20848 I
Bldg #37

NO PARKING

NO PARKING

NO PARKING

11th Street

Davis Ave.



BEN CLARK TRAINING CENTER RIVERSIDE COUNTY SHERIFF'S DEPARTMENT MODULAR OFFICES & CLASSROOMS

(Not to Scale)



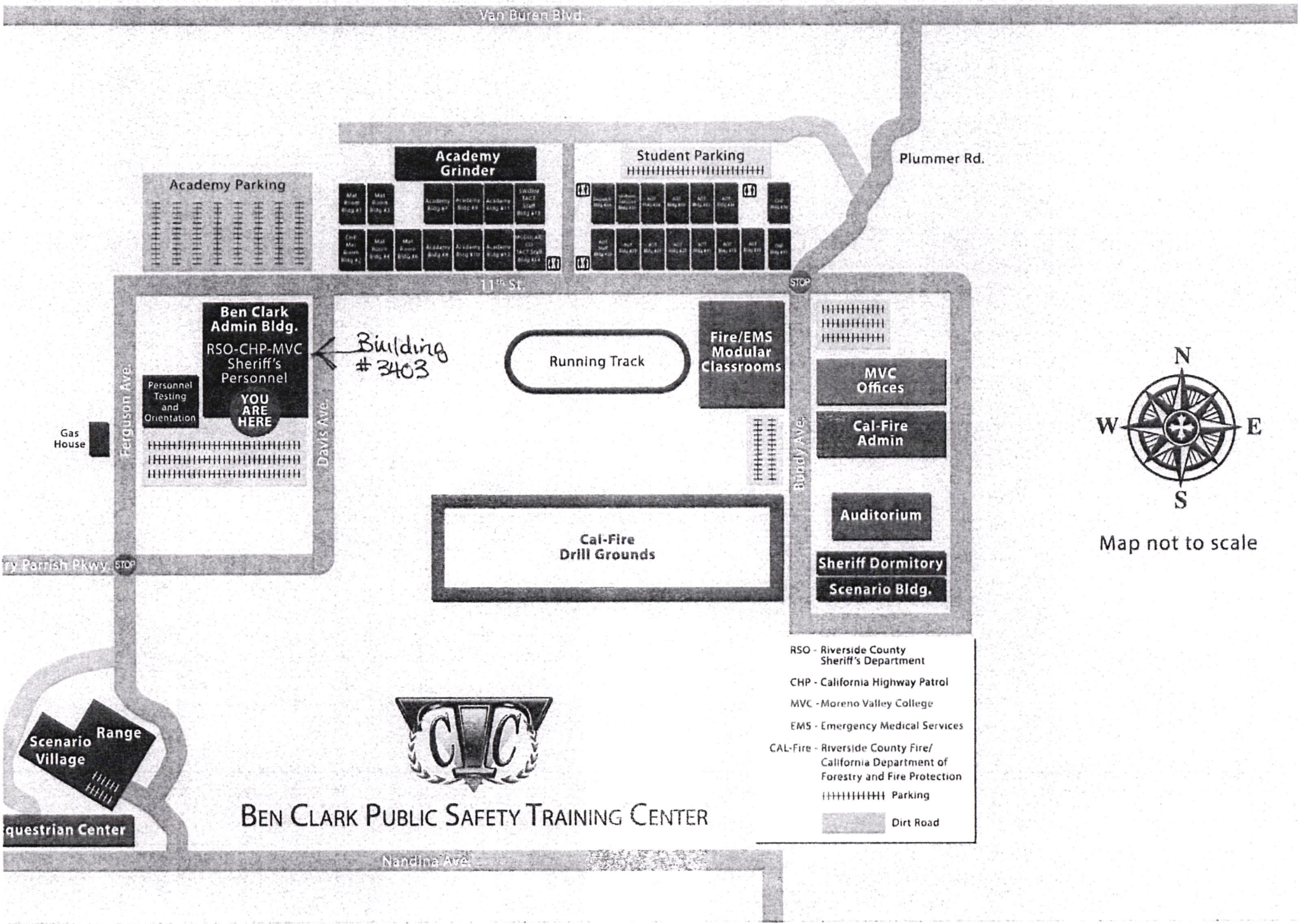
STOP

Bundy Ave.

Plummer Street

(2.5 miles)

(1.5 miles)



Ben Clark Admin Bldg.
 RSO-CHP-MVC
 Sheriff's Personnel
YOU ARE HERE

Building # 3403

Academy Grinder

Student Parking

Academy Parking

Plummer Rd.

11th St.

STOP

Running Track

Fire/EMS Modular Classrooms

MVC Offices

Cal-Fire Admin

Auditorium

Sheriff Dormitory

Scenario Bldg.

Cal-Fire Drill Grounds

Personnel Testing and Orientation

Gas House

Ferguson Ave.

Davis Ave.

Bundy Ave.

Parrish Pkwy. STOP

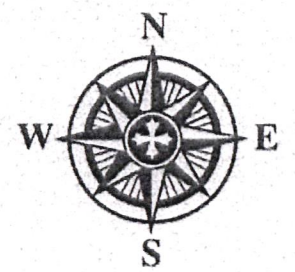
Scenario Range Village

Equestrian Center



BEN CLARK PUBLIC SAFETY TRAINING CENTER

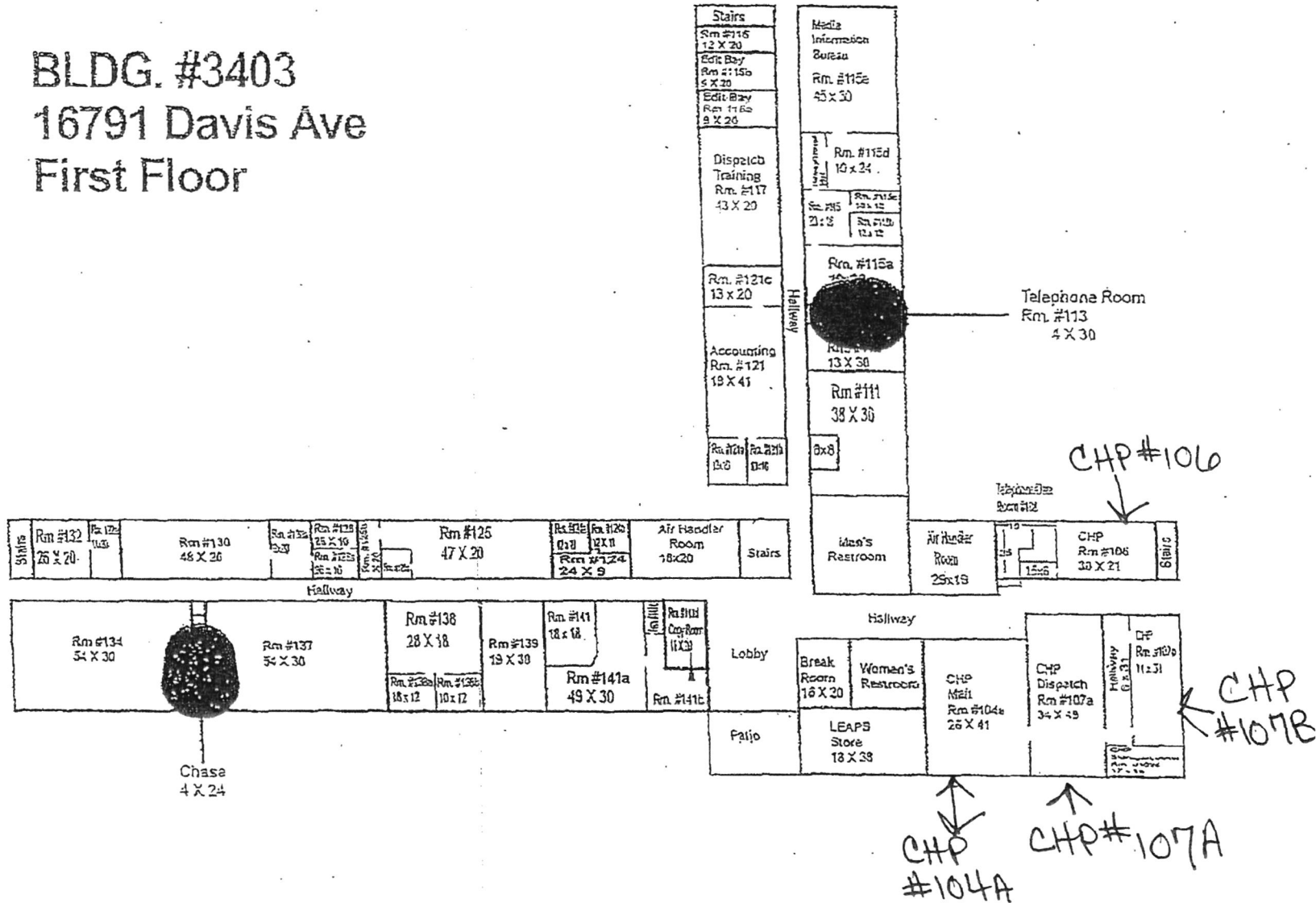
Nandina Ave.



Map not to scale

- RSO - Riverside County Sheriff's Department
- CHP - California Highway Patrol
- MVC - Moreno Valley College
- EMS - Emergency Medical Services
- CAL-Fire - Riverside County Fire/California Department of Forestry and Fire Protection
- ||||||||| Parking
- ▬ Dirt Road

BLDG. #3403
 16791 Davis Ave
 First Floor



**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 XX/XX/XXXX

**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 invoice(s), the State agrees to compensate Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Contractor agrees to submit one (1) original and one (1) copy of all invoices, clearly indicating the Agreement number, once a month to:

Lieutenant Grady Stevens
CHP Office of Inspector General
601 North 7th Street
Sacramento, CA 95811

Invoice shall be billed to "California Highway Patrol" not "CHP".

- C. Invoices not on pre-printed bill heads shall be signed by Contractor furnishing the service.

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

CHP agrees to pay Contractor in arrears, for actual services rendered for the CHP Williams Area office at the following rates:

A. Daily Facilities Rates

Firearms Range:

Full Day (8 hours) - \$413.76
Half Day (4 hours) - \$206.88

Scenario Village:

Full Day (8 hours) - \$413.76
Half Day (4 hours) - \$806.88

BUDGET DETAIL AND PAYMENT PROVISIONS (Continued)

Range Classroom:

Full Day (8 hours) - \$116.48

Half Day (4 hours) - \$58.24

B. Usage Rates

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

*RATES BASED ON 250 TRAINING DAYS

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and County of Riverside agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and County of Riverside agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. 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.
5. The County of Riverside 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 County of Riverside.
6. The terms and conditions of this Agreement shall only apply to the Parties of this Agreement and transactions executed as a result of this Agreement.

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

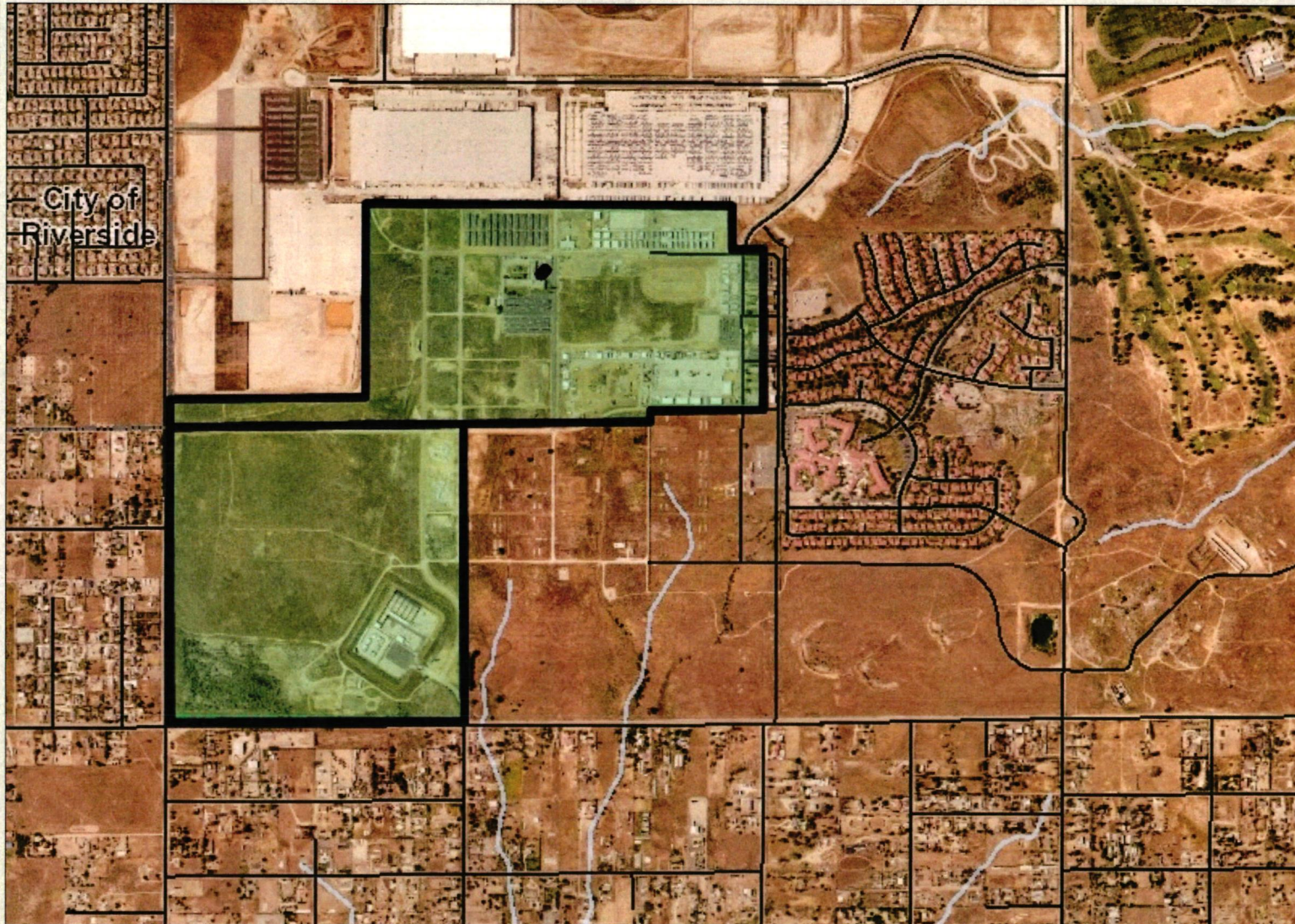
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Ben Clark Training Center (BCTC)

16791 Davis Ave, Riverside, CA 92518



Legend

- County Centerline Names
- County Centerlines
- Blueline Streams
- City Areas



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Notes

District 1
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