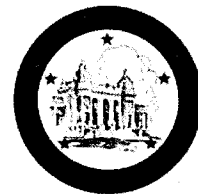


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.40
(ID # 11364)

MEETING DATE:

Tuesday, December 17, 2019

FROM: SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Approve the Purchase Off Rent Agreement with Mobile Modular for the purchase of fifty-three modular buildings without seeking competitive bids and authorize the Chairman of the Board to sign the Agreement on behalf of County, All Districts. [Total cost: \$2,851,065; up to \$285,106 in additional compensation]; 9% Sheriff's Budget, 91% Contingency, 4/5th Vote.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Purchase Off Rent Agreement Nos. 220035556.1, 220035557.1, 220035558.1, and 220035559.1 for the purchase of fifty-three (53) existing modular buildings stationed at Ben Clark Training Center without seeking competitive bids for an amount of \$2,851,065 and authorize the Chairman of the Board to sign the Agreements on behalf of the County;
2. Approve the Addendum to the Purchase Off Rent Agreements, and authorize the Chairman of the Board to sign the Addendum on behalf of the County;
3. Authorize the Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel, to sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total purchase amount;
4. Authorize the Purchasing Agent to take all steps necessary to implement the purchase of the modular buildings, including but not limited to, signing related documents and any amendments to the Purchase Off Rent Agreements that exercise the options of the agreements, subject to approval by County Counsel; and,

ACTION:4/5 Vote Required


Dennis Vrooman, Assistant Sheriff 12/12/2019

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: December 17, 2019
xc: Sheriff, EDA

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

5. Approve and direct the Auditor-Controller to make the budget adjustment on the attached Schedule A.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,136,171	\$ 0	\$ 3,136,171	\$ 0
NET COUNTY COST	\$ 3,136,171	\$ 0	\$ 3,136,171	\$ 0
SOURCE OF FUNDS: 9% Sheriff's Budget, 91% Contingency			Budget Adjustment: Yes	
			For Fiscal Year: 19/20	

C.E.O. RECOMMENDATION: [CEO use]

7/11/17 3.19, 8/18/15 3.22

BR# 20-043

BACKGROUND:

Summary

On June 3, 2008, the Board of Supervisors (Board) approved the lease of 52 modular trailers to be used by Sheriff and Fire for public safety training purposes at Ben Clark Training Center (BCTC). Two more modular units were added shortly thereafter for a total of 54 modular units. On August 18, 2015, (M.O. #3-22) the Board approved a modular lease renewal for two years. On July 11, 2017 (M.O. #3.19) the Board approved a modular lease renewal for three years. These modular units serve as a temporary solution until Sheriff and Fire can develop a plan for the construction of permanent classroom and special training facilities that would eventually replace the modular units that currently serve over 25,000 public safety students. These modular buildings are essential as they provide the necessary space required for various training academics of Sheriff, Fire, as well as other public safety and County purposes.

It is a cost saving alternative to buy the modular buildings outright rather than continue to lease them. From 2008 to November 2019, the total of this lease has cost the Department over \$6.6 million.

The total purchase price of the modular buildings, including the 10% contingency, is \$3,136,171, Sheriff Department will utilize the \$289,000 from the lease savings budget towards the purchase and is requesting a budget adjustment of \$2,847,171, with contingency included.

Impact on Residents and Businesses

The Sheriff's Department continues to provide viable and resourceful training for personnel for the overall safety and security of the citizens and businesses throughout the County of Riverside. In addition, the purchase of the modular buildings will allow the Sheriff and Fire to

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

continue to conduct comprehensive law enforcement and fire training for the benefit of residents and businesses of Riverside County.

Contract History and Price Reasonableness

In addition, the department is requesting for a 10% contingency to account for all cost contingencies related to the modular procurement. The total with the 10% contingency is \$3,136,171.

ATTACHMENTS:

Schedule A Budget Adjustment

Single Source Justification

Purchase Off Rent Agreement Contract 220035556.1 – 4 Copies

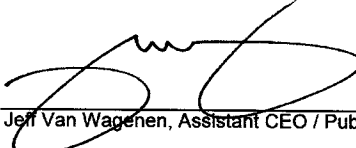

Purchase Off Rent Agreement Contract 220035557.1 – 4 Copies

Purchase Off Rent Agreement Contract 220035558.1 – 4 Copies

Purchase Off Rent Agreement Contract 220035558.1 – 4 Copies

Addendum to the Purchase Off Rent Agreement - 4 Copies

	
Misley Wang, Supervising Accountant	Teresa Summers, Director of Purchasing
12/12/2019	12/11/2019

	
Jeff Van Wageningen, Assistant CEO / Public Safety	Gregory J. Priamos, Director County Counsel
12/12/2019	12/11/2019

Schedule A
FY 19/20

Decrease Appropriations:

10000-1109000000-581000	Appropriation for contingencies	\$2,847,171
-------------------------	---------------------------------	-------------

Anticipated increase of unassigned fund balance:

10000-1109000000-370100	Unassigned fund balance	\$2,847,171
-------------------------	-------------------------	-------------

Anticipated use of unassigned fund balance:

10000-2500700000-370100	Unassigned fund balance	\$2,847,171
-------------------------	-------------------------	-------------

Increase appropriations:

10000-2500700000-542020	Buildings	\$2,847,171
-------------------------	-----------	-------------



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035556.1
 Date Printed: 12/05/2019

Customer & Site Information		Mobile Modular Contact
Customer Information: County of Riverside 3133 Mission Inn Avenue Riverside, CA 92507	Site Information: County of Riverside Ben Clark Public Safety Training Center 16791 Davis Avenue Riverside, CA 92518	Questions? Please Contact: Open - Mira Loma Direct Phone: (951) 360-6600 All other inquiries: (951) 360-6600
Customer PO/Reference: Exp: // By:		

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000077, building ID 31237.. ramp charge included</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000043, building ID 31234.. ramp charge included</i>	1	\$69,185.00	\$69,185.00	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000082, building ID 31232.. ramp charge included</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591335, building ID 31236</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591338, building ID 31225</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591329, building ID 31247</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591330, building ID 31230</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591326, building ID 45334</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 587408, building ID 45391</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 587606, building ID 45383</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000087, building ID 45407.. ramp charge included</i>	1	\$77,192.00	\$77,192.00	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000084, building ID 45385.. ramp charge included</i>	1	\$77,191.08	\$77,191.08	Y
Office, 36x60 HCD (NonStd)	1	\$67,192.50	\$67,192.50	Y

DEC 17 2019 3.40



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent

Contract: 220035556.1
 Date Printed: 12/05/2019

*Non-Standard Configuration. Size excludes 3' towbar.
 current lease 591342, building ID 31229*

Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591327, building ID 45387</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591325, building ID 31248</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 589544, building ID 31249</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 587607, building ID 45329</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 589543, building ID 31250</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591337, building ID 31231</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591336, building ID 31238</i>	1	\$67,192.50	\$67,192.50	Y

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)			\$0.00



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent

Contract: 220035556.1
 Date Printed: 12/05/2019

Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00
Office, 36x60 HCD (NonStd)	\$0.00

	Tax: \$105,852.64
Total Sales Price Including Tax:	\$1,471,693.22

Special Notes

All building prices include registration fees.

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035556.1
 Date Printed: 12/05/2019

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("Seller") and buyer ("Buyer", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<p>SELLER: Mobile Modular Management Corporation</p> <p>Signature: <u>[Signature]</u> Print Name: <u>Ryan Swindell</u> Title: <u>Sales Manager</u> Date: <u>12/17/19</u></p>	<p>BUYER: County of Riverside</p> <p>Signature: <u>[Signature]</u> Print Name: <u>KEVIN JEFFRIES</u> Title: <u>Chairman</u> Date: <u>DEC 17 2019</u></p>
---	---

ATTEST:
 KECIA R. HARPER, Clerk
 By: [Signature] DEPUTY

ATTACHMENT A **FORM APPROVED COUNTY COUNSEL**
 BY: [Signature] 12/11/19
 SUSANNA N. OH DATE

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("Agreement"), shall constitute a separate and independent sale (a "Sale") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.
2. **TIME PAYMENT; TITLE RETENTION.**
 - (a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.
 - (b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.
3. **WAIVER AND INDEMNIFICATION.**
 - (a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.
 - (b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.
4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.
5. **JURISDICTION.**
 - (a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.mobilemodular.com

Purchase Off Rent

Contract: 220035556.1
Date Printed: 12/05/2019

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

6. LICENSE AND TRANSFER FEE(S). If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035557.1
 Date Printed: 12/05/2019

Customer & Site Information		Mobile Modular Contact
Customer Information: County of Riverside 3133 Mission Inn Avenue Riverside, CA 92507	Site Information: County of Riverside Ben Clark Public Safety Training Center 16791 Davis Avenue Riverside, CA 92518	Questions? Please Contact: Open - Mira Loma Direct Phone: (951) 360-6600 All other inquiries: (951) 360-6600
	Customer PO/Reference: Exp: // By:	

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 24x60 HCD (Item1238) <i>Open Doors May Be To Center or Wide Size excludes 3' towbar. current lease 591359, building ID 44060</i>	1	\$21,782.23	\$21,782.23	Y
Classroom, 24x60 HCD (Item1238) <i>Open Doors May Be To Center or Wide Size excludes 3' towbar. current lease 591356, building ID 44056</i>	1	\$21,782.23	\$21,782.23	Y
Classroom, 24x60 HCD (Item1238) <i>Open Doors May Be To Center or Wide Size excludes 3' towbar. current lease 591357, building ID 44057</i>	1	\$21,782.23	\$21,782.23	Y
Classroom, 24x60 HCD (Item1238) <i>Open Doors May Be To Center or Wide Size excludes 3' towbar. current lease 591339, building ID 44062</i>	1	\$21,782.23	\$21,782.23	Y
Classroom, 24x60 HCD (Item1238) <i>Open Doors May Be To Center or Wide Size excludes 3' towbar. current lease 591340, building ID 44063</i>	1	\$21,782.23	\$21,782.23	Y
Classroom, 24x60 HCD (Item1238) <i>Open Doors May Be To Center or Wide Size excludes 3' towbar. current lease 591355, building ID 44052</i>	1	\$21,782.23	\$21,782.23	Y
Classroom, 24x60 HCD (Item1240) <i>Double Classroom. Doors wide. Size excludes 3' towbar. current lease 591360, building ID 44061</i>	1	\$21,782.23	\$21,782.23	Y
Office, 24x60 HCD (Item1060) <i>Open Size excludes 3' towbar. Vinyl wrap panel interior. current lease 591358, building ID 44058</i>	1	\$21,782.23	\$21,782.23	Y

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Classroom, 24x60 HCD (Item1238)			\$0.00
Classroom, 24x60 HCD (Item1238)			\$0.00
Classroom, 24x60 HCD (Item1238)			\$0.00
Classroom, 24x60 HCD (Item1238)			\$0.00
Classroom, 24x60 HCD (Item1238)			\$0.00

DEC 17 2019 3.40



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035557.1
 Date Printed: 12/05/2019

	\$0.00
Classroom, 24x60 HCD (Item1238)	
	\$0.00
Classroom, 24x60 HCD (Item1240)	
	\$0.00
Office, 24x60 HCD (Item1060)	
	\$0.00
	Tax: \$13,504.98
	Total Sales Price Including Tax: \$187,762.82

Special Notes

All building prices include registration fees.

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035557.1
 Date Printed: 12/05/2019

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("Seller") and buyer ("Buyer", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<p>SELLER: Mobile Modular Management Corporation Ryan Swindell Signature: _____ Sales Manager Print Name: _____ Title: Mobile Modular Date: <u>12/10/19</u></p>	<p>BUYER: County of Riverside Signature: _____ Print Name: KEVIN JEFFRIES Title: <u>Chairman</u> Date: <u>DEC 17 2019</u></p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);"> ATTEST: KECIA F. HARRER, Clerk By: _____ DEPUTY </p>
--	--

FORM APPROVED COUNTY COUNSEL

ATTACHMENT A BY: Susanna N. Oh 12/11/19
 SUSANNA N. OH DATE

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("Agreement"), shall constitute a separate and independent sale (a "Sale") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

5. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.mobilemodular.com

Purchase Off Rent

Contract: 220035557.1
Date Printed: 12/05/2019

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment.

6. LICENSE AND TRANSFER FEE(S). If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035558.1
 Date Printed: 12/05/2019

Customer & Site Information		Mobile Modular Contact
Customer Information: County of Riverside 3133 Mission Inn Avenue Riverside, CA 92507	Site Information: County of Riverside Ben Clark Public Safety Training Center 16791 Davis Avenue Riverside, CA 92518	Questions? Please Contact: Open - Mira Loma Direct Phone: (951) 360-6600 All other inquiries: (951) 360-6600
Customer PO/Reference: Exp: // By:		

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Restroom, 12x34 HCD (Item1095) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 591352, building ID 33669</i>	1	\$23,363.23	\$23,363.23	Y
Restroom, 12x34 HCD (Item1095) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 591350, building ID 33648</i>	1	\$23,363.23	\$23,363.23	Y
Restroom, 12x34 HCD (Item1095) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 591349, building ID 33643</i>	1	\$23,363.23	\$23,363.23	Y
Restroom, 12x34 HCD (Item1095) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 591351, building ID 33663</i>	1	\$23,363.23	\$23,363.23	Y
Restroom, 12x40 HCD (Item1094) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 591333, building ID 33986</i>	1	\$25,734.73	\$25,734.73	Y
Restroom, 12x40 HCD (Item1094) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 591334, building ID 34012</i>	1	\$25,734.73	\$25,734.73	Y
Restroom, 12x40 HCD (Item1094) <i>Boy/Girl or Male/Female. Configuration and Fixture Count Varies. Size excludes 3' towbar. No windows. current lease 220000070, building ID 34001.. ramp charge included</i>	1	\$25,734.73	\$25,734.73	Y
Restroom, 12x40 HCD (NonStd) <i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591331, building ID 33995</i>	1	\$25,734.73	\$25,734.73	Y
Restroom, 12x40 HCD (NonStd) <i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 220000035, building ID 33989.. ramp charge included</i>	1	\$25,734.73	\$25,734.73	Y
Restroom, 12x40 HCD (NonStd) <i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591332, building ID 33994</i>	1	\$25,734.73	\$25,734.73	Y
Restroom, 12x60 HCD (NonStd) <i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 589550, building ID 35593</i>	1	\$36,011.23	\$36,011.23	Y
Restroom, 12x60 HCD (NonStd) w/shower <i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591346, building ID 30332</i>	1	\$40,754.23	\$40,754.23	Y
Restroom, 12x60 HCD (NonStd) w/shower	1	\$40,754.23	\$40,754.23	Y

DEC 17 2019 3.40



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent

Contract: 220035558.1
 Date Printed: 12/05/2019

*Restroom Building. Non-Standard Configuration. Size excludes 3' towbar.
current lease 591347, building ID 30345*

Restroom, 12x60 HCD (NonStd) w/shower	1	\$40,754.23	\$40,754.23	Y
<i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591348, building ID 30344</i>				
Restroom, 12x60 HCD (NonStd) w/shower	1	\$36,011.23	\$36,011.23	Y
<i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 589549, building ID 35497</i>				
Restroom, 12x60 HCD (NonStd) w/shower	1	\$40,754.23	\$40,754.23	Y
<i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591343, building ID 30427</i>				
Restroom, 12x60 HCD (NonStd) w/shower	1	\$40,754.17	\$40,754.17	Y
<i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591344, building ID 30428</i>				
Restroom, 12x60 HCD (NonStd) w/shower	1	\$40,754.23	\$40,754.23	Y
<i>Restroom Building. Non-Standard Configuration. Size excludes 3' towbar. current lease 591345, building ID 30333</i>				

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Restroom, 12x34 HCD (Item1095)			\$0.00
Restroom, 12x34 HCD (Item1095)			\$0.00
Restroom, 12x34 HCD (Item1095)			\$0.00
Restroom, 12x34 HCD (Item1095)			\$0.00
Restroom, 12x40 HCD (Item1094)			\$0.00
Restroom, 12x40 HCD (Item1094)			\$0.00
Restroom, 12x40 HCD (Item1094)			\$0.00
Restroom, 12x40 HCD (NonStd)			\$0.00
Restroom, 12x40 HCD (NonStd)			\$0.00
Restroom, 12x40 HCD (NonStd)			\$0.00
Restroom, 12x60 HCD (NonStd)			\$0.00
Restroom, 12x60 HCD (NonStd) w/shower			\$0.00



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035558.1
 Date Printed: 12/05/2019

Restroom, 12x60 HCD (NonStd) w/shower	\$0.00
Restroom, 12x60 HCD (NonStd) w/shower	\$0.00
Restroom, 12x60 HCD (NonStd) w/shower	\$0.00
Restroom, 12x60 HCD (NonStd) w/shower	\$0.00
Restroom, 12x60 HCD (NonStd) w/shower	\$0.00
Restroom, 12x60 HCD (NonStd) w/shower	\$0.00

Tax: \$43,741.70
Total Sales Price Including Tax: \$608,150.78

Special Notes

All building prices include registration fees.

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035558.1
 Date Printed: 12/05/2019

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("Seller") and buyer ("Buyer", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<p>SELLER: Mobile Modular Management Corporation</p> <p>Signature: <u>[Signature]</u> Print Name: <u>Ryan Swindell</u> Title: <u>Sales Manager</u> Date: <u>12/17/19</u></p> <p>Signature: <u>[Signature]</u> Print Name: <u>Mobile Modular</u> Title: <u>Mobile Modular</u> Date: <u>12/17/19</u></p>	<p>BUYER: County of Riverside</p> <p>Signature: <u>[Signature]</u> Print Name: <u>KEVIN JEFFRIES</u> Title: <u>Chairman</u> Date: <u>DEC 17 2019</u></p>
--	---

ATTEST:
 KECIA R. HARPER, Clerk
 By: [Signature] DEPUTY

ATTACHMENT A

FORM APPROVED COUNTY COUNSEL

BY: [Signature] 12/11/19
 SUSANNA N. OH DATE

PURCHASE OFF RENT TERMS AND CONDITIONS

1. **SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("Agreement"), shall constitute a separate and independent sale (a "Sale") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.

2. **TIME PAYMENT; TITLE RETENTION.**

(a) **PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.

(b) **TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.

3. **WAIVER AND INDEMNIFICATION.**

(a) Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party, or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.

(b) Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.

4. **GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

5. **JURISDICTION.**

(a) If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.mobilemodular.com

Purchase Off Rent

Contract: 220035558.1
Date Printed: 12/05/2019

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

6. LICENSE AND TRANSFER FEE(S). If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035559.1
 Date Printed: 12/05/2019

Customer & Site Information		Mobile Modular Contact
Customer Information: County of Riverside 3133 Mission Inn Avenue Riverside, CA 92507	Site Information: County of Riverside Ben Clark Public Safety Training Center 16791 Davis Avenue Riverside, CA 92518	Questions? Please Contact: Open - Mira Loma Direct Phone: (951) 360-6600 All other inquiries: (951) 360-6600
Customer PO/Reference: Exp: // By:		

Product Information				
	Qty	Purchase Price	Extended Purchase Price	Taxable
Classroom, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000085, building ID 31239</i>	1	\$67,192.50	\$67,192.50	Y
Classroom, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 220000089, building ID 31233.. ramp charge included</i>	1	\$67,192.50	\$67,192.50	Y
Office, 36x60 HCD (NonStd)MPlex <i>Flexible Configuration Multiplex. Size excludes 3' towbar. current lease 587605, building ID 45412</i>	1	\$67,192.50	\$67,192.50	Y
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591341, building ID 31299</i>	1	\$90,907.50	\$90,907.50	Y
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591353, building ID 45587</i>	1	\$90,907.50	\$90,907.50	Y
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591354, building ID 31300</i>	1	\$90,907.50	\$90,907.50	Y
Sales Office, 36x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar. current lease 591328, building ID 31259</i>	1	\$67,192.50	\$67,192.50	Y

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Classroom, 36x60 HCD (NonStd)			\$0.00
Classroom, 36x60 HCD (NonStd)			\$0.00
Office, 36x60 HCD (NonStd)MPlex			\$0.00
Office, 48x60 HCD (NonStd)			\$0.00
Office, 48x60 HCD (NonStd)			\$0.00
Office, 48x60 HCD (NonStd)			\$0.00

DEC 17 2019 3.40



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.mobilemodular.com

Purchase Off Rent

Contract: 220035559.1
Date Printed: 12/05/2019

Sales Office, 36x60 HCD (NonStd)

\$0.00

Tax: \$41,965.67

Total Sales Price Including Tax: \$583,458.17

Special Notes

All building prices include registration fees.

POR- Rent Due Until Paid in Full: Please be aware that rent is due until the purchase price quoted above and all open balances are paid in full.

Special Terms & Important Contractual Information

- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- **Unless otherwise noted, prices do not include prevailing wages, Davis-Bacon wages, or other special or certified wages.**



Mobile Modular Management Corporation
 11450 Mission Blvd.
 Mira Loma, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.mobilemodular.com

Purchase Off Rent
 Contract: 220035559.1
 Date Printed: 12/05/2019

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, Mobile Modular Management Corporation, a California corporation, as seller ("Seller") and buyer ("Buyer", as described in the Purchase Off Rent Agreement in the section titled "Customer Information") hereby agree to this Purchase Off Rent Agreement and the terms and conditions set forth in the Purchase Off Rent Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Purchase Off Rent Agreement affirms that he/she is duly authorized to execute and commit to this Purchase Off Rent Agreement for the above named Purchase Off Rent.

<p>SELLER: Mobile Modular Management Corporation</p> <p>Signature: <u>[Signature]</u> Print Name: <u>Ryan Swindell</u> Title: <u>Sales Manager</u> Date: <u>12/17/19</u></p>	<p>BUYER: County of Riverside</p> <p>Signature: <u>[Signature]</u> Print Name: <u>KEVIN JEFFRIES</u> Title: <u>Chairman</u> Date: <u>DEC 17 2019</u></p>
---	---

ATTEST:
 KECIA R. HARPER, Clerk
 BY [Signature] DEPUTY

ATTACHMENT A
 PURCHASE OFF RENT TERMS AND CONDITIONS

FORM APPROVED COUNTY COUNSEL
 BY: [Signature] SUSANNA N. OH
 DATE: 12/11/19

- 1. SALE.** Seller sells to Buyer, and Buyer purchases from Seller, the equipment listed on the Purchase Off Rent Agreement hereto ("Equipment") on the terms and conditions set forth herein. Each such Purchase Off Rent Agreement ("Agreement"), shall constitute a separate and independent sale (a "Sale") of the Equipment listed in such Agreement under "Product Information". In the event of a conflict between this Agreement and Buyer's contract, purchase order or other document, the terms of this Agreement shall prevail.
- 2. TIME PAYMENT; TITLE RETENTION.**
 - (a) PURCHASE OFF RENT.** The Equipment sold hereunder is currently in use and leased to Buyer by Seller. Rent on the existing Lease, as identified in the Special Notes section of the Purchase Off Rent Agreement, will continue to accrue until the Purchase Price and any remaining open balances on the Lease have been paid in full. The Purchase Off Rent transaction will not be finalized until Seller has received from Buyer payment in full of the entire Purchase Price as shown in the Purchase Off Rent Agreement and any balances that may be owed on the existing Lease. Upon receipt by Seller of the entire Purchase Price, the transaction will be finalized and the existing Lease will cease.
 - (b) TITLE/RETENTION.** Title to the Equipment shall not pass to Buyer before the entire Purchase Price has been paid to Seller. Upon Seller's receipt of payment in full of the Purchase Price, title to the Equipment shall transfer to Buyer, free and clear of all encumbrances arising by or through Seller. All payments due from Buyer pursuant to the terms of the Purchase Off Rent Agreement shall be made without any abatement or set off of any kind, arising from any cause.
- 3. WAIVER AND INDEMNIFICATION.**
 - (a)** Buyer hereby waives and releases all claims against Seller for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment and (ii) injuries to Buyer, Buyer's agents and third persons. Neither party shall be liable for any consequential, incidental, or special damages of any kind (including, but not limited to damages for loss of use or of profit by Buyer or any other party; or for any collateral damages), whether or not caused or continued by either party's negligence or delay, which may result from or arise in connection with the use of the Equipment or in connection with the services rendered or received hereunder.
 - (b)** Buyer shall indemnify and hold Seller (and its agents and employees) harmless from and against any and all claims, actions or proceedings and any and all damages, liabilities, losses, costs and expenses (including attorney fees) arising out of or in connection with the Purchase Off Rent Agreement. If the foregoing obligation is not enforceable against Buyer under applicable law, Buyer agrees to indemnify and hold Seller harmless from damages, liabilities, losses, costs and expenses to the maximum extent permitted by applicable law.
- 4. GOVERNING LAW.** Buyer and Seller agree that the Sale Agreement shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.
- 5. JURISDICTION.**
 - (a)** If the law of the State of Maryland or Virginia shall apply to the Agreement, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.



Mobile Modular Management Corporation
11450 Mission Blvd.
Mira Loma, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.mobilemodular.com

Purchase Off Rent

Contract: 220035559.1
Date Printed: 12/05/2019

(b) If the law of any State other than Maryland shall apply to the Sale Agreement, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Buyer or Seller as a result of any dispute regarding matters arising in connection with the Agreement. Further, it is agreed that the venue for a legal action relating to the Agreement shall be proper if brought in Alameda County, State of California. Subject to Section 7, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgement.

6. LICENSE AND TRANSFER FEE(S). If so listed on the Purchase Off Rent Agreement, the Purchase Price includes license and/or transfer fees. Buyer will be billed directly by the State for future annual license fees where applicable.

7. COMPLIANCE WITH LAW. Buyer assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Buyer's lawful operation, use, possession and occupancy of the Equipment. Buyer agrees to fully comply with all laws, rules, regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment; and to indemnify and hold Seller harmless from any and all fines, forfeitures, seizures, penalties or other liabilities that may arise from any infringement or violation of any such law, rule, regulation or order.

8. FEDERAL CONTRACTOR. As a federal contractor, Seller's contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). **Seller shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.**

9. WARRANTY. Equipment, which includes the modular building(s) described in the Product Information section of the Purchase Off Rent Agreement, as well as any associated ramps, stairs, roof, plumbing, plumbing fixtures, electrical components, mechanical systems, seismic/wind restraints and any other accessories thereto, is sold "AS-IS" and "WHERE-IS" and **SELLER MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, RELATING TO THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, THE CONDITION THEREOF, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, ANY WARRANTY AGAINST INFRINGEMENT OR OTHERWISE, EXCEPT AS TO TITLE.**

10. MISCELLANEOUS.

(a) **MODIFICATIONS AND AMENDMENTS.** Representations and warranties made by any person, including agents and representatives of Seller, which are inconsistent or conflict with the terms of the warranty shall not be binding upon Seller unless reduced to writing and approved by an authorized representative of Seller. Notwithstanding the foregoing, from time to time, Buyer or Seller may request modifications to the scope of work hereunder, which at the sole option of the Seller may be accepted and thus alter the final price stipulated herein.

(b) **NO WAIVER.** Failure of Seller to enforce any term or condition of the Agreement shall not constitute waiver of any rights stipulated herein, nor shall it in any manner affect the rights of Seller to enforce any of the provisions stated herein. Waiver by Seller of any provision of the Agreement shall be valid only as provided in subsection (c) above and only with respect to the specific matter to which such waiver relates.

(c) If the law of the State of North Carolina shall apply to the Agreement, the Sale does not constitute a "construction contract" or otherwise relate to the improvement of real estate or the design, planning, construction, alteration, repair or maintenance of a building, structure or appurtenance.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between Seller and Buyer regarding the subject matter hereof. If any part of the Sale Agreement is found to be invalid or illegal, Buyer and Seller agree that only the invalid or illegal portion of the Agreement will be eliminated.

Purchase Off Rent Terms and Conditions, Rev. 08/22/16

Addendum to the Purchase Off Rent Agreement

This Addendum No. 1 to the Purchase Off Rent Agreement ("Addendum") is entered into by and between the County of Riverside, a political subdivision of the State of California ("Buyer"), and Mobile Modular Management Corporation, a California corporation ("Seller"), collectively referred to as the "Parties."

WHEREAS, the Parties entered into that certain Purchase Off Rent Agreement executed in conjunction with this Addendum (the "Agreement"), for the acquisition of certain modular classroom and office facilities and equipment that the County had previously been leasing from Seller; and

WHEREAS, the Parties desire to establish a Due Diligence Period and an escrow account, consistent with the Parties' intent to conduct the subject transaction and negotiate related terms under standards of good faith and fair dealing.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. This Addendum shall be effective upon the signature of both Buyer and Seller.
3. "Equipment," as used in this Addendum, refers to fifty-three (53) modular classroom and office facilities buildings, including ramps, as set forth in the schedule in Exhibit "A," and located at the Ben Clark Public Safety Training Center at 16791 Davis Avenue, Riverside, California.
4. Purchase Price. The purchase price for the Equipment will be \$2,646,000, subject to a successful completion of the Due Diligence Period and a closing of the Escrow period, as set forth in this Addendum.
5. Seller also agrees to perform certain repairs to the modular facilities, as set forth in the Scope of Work in Exhibit "B," on or before the close of escrow.
6. Escrow. An escrow account ("Escrow") will be established with First American Title Company. Escrow will be opened within five (5) business days of execution of the Letter of Intent by Buyer and Seller. Buyer shall deposit into escrow an amount equal to the total Purchase Price on or before Escrow Closing, as defined in section 10 below. The Agreement Deposit will be fully refundable to Buyer at any point until Escrow Closing, as defined below. Buyer and Seller may extend the Escrow period by mutual agreement.
7. Due Diligence. Buyer shall be given a period to conduct its due diligence upon the execution of this Addendum by both Parties until the close of Escrow (the "Due Diligence Period"), to determine the feasibility of purchasing the Equipment. Buyer may,

at Buyer's sole cost and expense, conduct such investigations of the condition of the Equipment as Buyer may deem appropriate, including but not limited to equipment appraisal, physical inspection, environmental, hazardous materials, Uniform Commercial Code title search, State modular license record verifications, and related additional inspections/studies of the Equipment. Buyer will indemnify, defend, protect and hold Seller harmless from any and all liabilities caused by Buyer's negligence or willful misconduct from its due diligence activities.

Before the end of the Due Diligence Period, Buyer will notify Seller, in writing, whether it elects to purchase the Equipment or terminate this Letter of Intent and the escrow. If Buyer elects not to purchase the Equipment, then this Addendum and Escrow will be cancelled and neither Party will have any further rights or obligations under this Addendum but will remain responsible for the Leases of the Equipment subject to all current Lease Agreements currently in place, and subject to the terms and conditions of this Addendum pertaining to those leases. Buyer and Seller may extend the Due Diligence Period by mutual agreement.

If Buyer elects to purchase the Equipment, Buyer will move forward with depositing funds into Escrow, subject to approval by the County of Riverside Board of Supervisors and the Buyer will execute the appropriate Purchase Off Rent Agreements provided by Seller for the purchase of said Equipment.

8. Title. Within ten (10) business days following the execution of the Purchase Off Rent Agreement, or earlier, Buyer will commence a Uniform Commercial Code (UCC) search and title search through the California Department of Housing and Community Development of the Equipment set forth in Exhibit "A," and obtain a title report on the Equipment, identifying all matters thereto, together with the legible copies of all documents referred to in said report. Buyer will review the report during the Due Diligence Period and will approve or disapprove any listed items. In the event Buyer disapproves any items(s), Buyer in its sole discretion shall have the option to terminate the Agreement, this Addendum, and Escrow. In the event that the Escrow is terminated for any reason except Seller default, Buyer shall, within 10 days thereafter deliver free and clear any and all Buyer work product including, but not limited to, site plans; technical studies; and relevant agency correspondence
9. Costs and Proration's. All rent payments payable by Buyer to Seller on the Equipment shall be pro-rated upon the close of Escrow, and any security deposits made by Buyer shall be refunded to Buyer at the close of Escrow. Seller will pay any State of California transfer tax on the sale.
10. Escrow Closing. Provided that the Closing Conditions are met, as set forth below in section 12, the closing of Escrow will occur on or before December 31, 2019 ("Escrow Closing"), subject to any minor punch list items. The Purchase Price will be payable, in cash, on or before the Escrow Closing. Upon Escrow Closing and Purchase Price paid,


all current lease agreements between the Parties for the Equipment shall be deemed expired.

11. Property Condition. At Closing, Seller will deliver possession of the Equipment to Buyer free of all encumbrances, assessments, liens, contracts, obligations, rights, easements, and occupancies not expressly approved by Buyer, in writing, in this Letter of Intent, during the Due Diligence Period or prior to the Closing.
12. Exclusivity. Seller agrees that upon execution of this Addendum, Buyer shall have the exclusive right to negotiate with Seller for the purchase and sale of the Equipment through the close of Escrow. Seller agrees to this exclusive negotiation right due to the fact that Buyer will be expending time and incurring expenses in analyzing its ability to acquire the Equipment.
13. Closing Conditions. The Parties acknowledge and agree that Buyer's obligation to purchase the Equipment under the subject transaction, as contemplated under the Agreement and this Addendum, is subject to satisfaction of all of the conditions listed below. If any one of the conditions are not met, Buyer has no obligation to purchase the Equipment and shall remain subject to all current lease agreements for the Equipment. It will not be a default by Buyer under the Agreement or this Addendum if Buyer elects not to purchase the Equipment because any of the following conditions are not met.
 - (i) Buyer's approval of the condition of the Equipment prior to the end of the Due Diligence Period.
 - (ii) Delivery of unencumbered possession of the Equipment upon close of Escrow.
 - (iii) Approval of the Agreement and this Addendum by the Riverside County Board of Supervisors.
 - (iv) Completion of repairs by Seller prior to the close of Escrow as set forth in Exhibit "B"; Seller and Buyer to conduct walk-through of the Equipment to assess full completion and Seller to provide punch list if necessary to Buyer. Any punch list items to be completed within two (2) weeks from close of Escrow.
 - (v) Abatement of the current contract rent to Buyer through the close of Escrow. In the event the repairs in subsection (v) above are not completed by the close of Escrow, the close of Escrow shall be delayed until such time as the repairs are completed.

These conditions are subject to waiver by Buyer at any time, in Buyer's sole and absolute discretion.

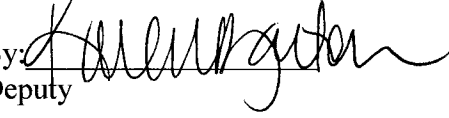
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Addendum

COUNTY OF RIVERSIDE, a political
subdivision of the State of California

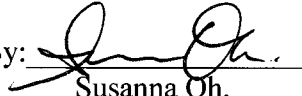
By: 
Kevin Jeffries, Chairman
Board of Supervisors

Dated: DEC 17 2019

ATTEST:
Kecia R. Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh,
Deputy County Counsel

CC:ar/121019/011SH/

**MOBILE MODULAR MANAGEMENT
CORPORATION**, a California corporation

By: 
Name: Jeff Keltmann
Title: _____

Dated: Regional Director
Mobile Modular-Mira Loma
12/10/19

10/10/2010

Regional Director
Mobile Abolition-Missouri

EXHIBIT "A"

CONTRACT No.	BUILDING ID No.	SERIAL Number	SIZE	MANUFACTURE DATE
591358	44058	WSI-1260-11239/WSI-1260-11240	Office 24x60 HCD	5/30/2000
591360	44061	WSI-1260-11245/WSI-1260-11246	Classroom 24x60 HCD	6/8/2000
591339	44062	WSI-1260-11247/WSI-1260-11248	Classroom 24x60 HCD	6/9/2000
591340	44063	WSI-1260-11249/WSI-1260-11250	Classroom 24x60 HCD	6/12/2000
591355	44052	WSI-1260-11227/WSI-1260-11228	Classroom 24x60 HCD	5/19/2000
591356	44056	WSI-1260-11235/WSI-1260-11236	Classroom 24x60 HCD	5/26/2000
591357	44057	WSI-1260-11237/WSI-1260-11238	Classroom 24x60 HCD	5/26/2000
591359	44060	WSI-1260-11243/WSI-1260-11244	Classroom 24x60 HCD	6/8/2000
591350	33648	03981237S23668	Restroom 12x34 HCD	6/1/1998
591349	33643	01981237S23210	Restroom 12x34 HCD	6/1/1998
591351	33663	OSIP125719	Restroom 12x34 HCD	6/1/1990
591352	33669	7931237S15895	Restroom 12x34 HCD	2/1/1994
591331	33995	MSWF243644	Restroom 12x40 HCD	7/1/1991
220000035	33989	OSIF123272	Restroom 12x40 HCD	3/1/1990
591332	33994	243642	Restroom 12x40 HCD	7/1/1991
591333	33986	8881243S13115	Restroom 12x40 HCD	1/1/1988
591334	34012	09991243S26417	Restroom 12x40 HCD	6/1/2000
220000070	34001	MSWF123702	Restroom 12x40 HCD	9/1/1991
589550	35593	6961263S18578	Restroom 12x60 HCD	6/1/1996
589549	35497	OSIP125445	Restroom 12x60 HCD	12/1/1989
591343	30427	86107039	Restroom 12x60 HCD	10/1/1986
591344	30428	86107040	Restroom 12x60 HCD	10/7/1986
591345	30333	86078053	Restroom 12x60 HCD	8/1/1986
591346	30332	86078052	Restroom 12x60 HCD	8/1/1986
591347	30345	87018151	Restroom 12x60 HCD	2/1/1987
591348	30344	87018150	Restroom 12x60 HCD	2/1/1987
220000085	31239	C81A10224C/C81A10228C/C82A10738L	Classroom 36x60 HCD	1/1/1980
220000089	31233	C82A10431C/C82A10432C/C82A10570C	Classroom 36x60 HCD	1/1/1982
587605	45412	WSI126020330/WSI126020307/WSI126020280	Office 36x60 HCD	11/5/2007
591328	31259	2AH9648/2AH9649/2AH9650	Sales Office 36x60 HCD	2/1/2003
591353	45587	WSI126017449	Office 48x60 HCD	2/10/2006
591341	31299	07001263S0108-02/07001263S0109-02/07001263S0110-02/07001263S0111-02	Office 48x60 HCD	7/14/2000
591354	31300	07001263S0112-02/07001263S0113-02/07001263S0114-02/07001263S0115-02	Office 48x60 HCD	7/14/2000
587408	45391	WSI126018544/WSI126018545/WSI126018546	Office 36x60 HCD	9/8/2006
587606	45383	WSI126016722/WSI126016723/WSI126016724	Office 36x60 HCD	5/2/2005
587607	45329	OSIF362363/OSIF362364/OSIF362365	Office 36x60 HCD	9/1/1988
589543	31250	07001263S0123-02/07001263S0124-02/07001263S0125-02	Office 36x60 HCD	7/14/2000
589544	31249	07001263S0120-02/07001263S0121-02/07001263S0122-02	Office 36x60 HCD	7/14/2000
591326	45334	4901263S14189/4901263S14190/4901263S14191	Office 36x60 HCD	5/1/1990
591329	31247	07001263S0116-02/07001263S0117-02/07001263S0118-02	Office 36x60 HCD	7/14/2000
591330	31230	C81A10156L/C81A10165C/C81A9397R	Office 36x60 HCD	1/1/1981

EXHIBIT "A"

591335	31236	C81A10178C/SPEP787452C/SPEP787453C	Office 36x60 HCD	1/1/1978
591336	31238	C81A10179C/SPEP787369C/SPEP798541C	Office 36x60 HCD	1/1/1978
591338	31225	SPEP808768C/SPEP797938L/7861-PB	Office 36x60 HCD	1/1/1979
591337	31231	C81A10163C/C81A10164C/SPEP809126C	Office 36x60 HCD	1/1/1981
591342	31229	C81A10141C/C81A10143C/C81A9433	Office 36x60 HCD	1/1/1981
591327	45387	WSI126017739/WSI126017740/WSI126017741	Office 36x60 HCD	6/8/2006
591325	31248	07001263S0119-02/07001263S0134-02/07001263S0135-02	Office 36x60 HCD	7/14/2000
220000082	31232	C81A10193C/SPEP756680R/SPEP787033C	Office 36x60 HCD	1/1/1981
220000077	31237	SPEP756598C/SPEP787573C/SPEP787579C	Office 36x60 HCD	7/7/1977
220000043	31234	C81A10283R/C83D11669C/C83D11691C	Office 36x60 HCD	1/1/1984
220000087	45407	SCI0022836601/SCI0022836602/SCI0022836603	Office 36x60 HCD	11/7/2007
220000084	45385	WSI126016407/WSI126016408/WSI126016409	Office 36x60 HCD	5/21/2005

EXHIBIT "B"

Repairs Needed per Inspection on 11/13/2019

MODULAR #	CONTRACT #	BUILDING ID#	SIZE	Service	Inspect & Seal Roof	soft spot on floor	Crack on Ramp; Resurface & Repaint.	Window Screen Repair	Fix ceiling tiles.	Replace one damaged mini blind	Repair Skirting	Check dirt on ceiling	Replace damaged mini blinds	Replace damage ceiling tiles	Soft Floor
7	591335	31236	Office 36x60 HCD	Service HVAC	Inspect & Seal Roof	soft spot on floor	Crack on Ramp; Resurface & Repaint.	Window Screen Repair	Fix ceiling tiles.	Replace one damaged mini blind	Repair Skirting	Check dirt on ceiling	Replace damaged mini blinds	Replace damage ceiling tiles	Soft Floor
8	591336	31238	Office 36x60 HCD	Service HVAC	Inspect & Seal Roof	Fix closer/hinge on door	Repaint handrail	Replace carpet	Repair/Paint Steps	Leaky Roof	Repair Skirting	Check dirt on ceiling	Replace damaged mini blinds	Replace damage ceiling tiles	Soft Floor
9	591337	31231	Office 36x60 HCD-L	Service HVAC	Inspect & Seal Roof	Paint handrail	Four ceiling tile replacements	Light/ballast repair	Repair damaged mini blinds	Adjust doors	Soft sub floor				
10	591338	31225	Office 36x60 HCD	Service HVAC	Inspect & Seal Roof	Check Door Hinges	Paint Hand rail	Replace carpet	Retack Skirting	Roof Dry rot under fascia	Replace damaged mini blinds	Soft sub floor			
11	591339	44062	Classroom 24x60 HCD	Service HVAC	Inspect & Seal Roof	Replace door weather strip (into)	Replace carpet	Replace damaged mini blinds	Repair T111 at Windows	Fix Fascia over HVAC	Replace door weather strip (ext.)	Check electrical	Paint hand rails		
12	591340	44063	Classroom 24x60 HCD	Service HVAC	Inspect & Seal Roof	Replace carpet	Touch up Ramp	T111 rotting around light	Interior wall trim/southside wall	Repaint hand rail	Replace ceiling tiles				
13	591341	31299	Office 48x60 HCD	Service HVAC	Inspect & Seal Roof	Replace door weather strip	Paint one door	Touch up Ramp	Roof Issues	Repaint hand rail	fix ceiling tiles				
14	591342	31229	Office 36x60 HCD	Service HVAC	Inspect & Seal Roof	Replace carpet	Paint Hand rail	fix damaged mini blinds	Fix ceiling tiles.	soft sub floor					
15	589550	35993	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Repair door hinges	Recoat Ramp	Rust on steps	Tack Boards	Sink Crack in counter	Damaged door frame	Paint hand rail	Replace flooring	Fix corroded water heater	Soft sub floor
16	589549	35497	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Caulk around sink	Damaged/missing ceiling tiles	Tstat wiring	Paint Hand rail	touch up ramp	replace flooring	Corroded water heater	Soft subfloor	Fix interior trim	
17	591343	30427	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Retouch ramp	Sink loose	Paint Hand rail	corroded water heater	fix interior trim				
18	591344	30428	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Rusty water heater	Toilet clogged	Resurface ramp	paint hand rail	corroded water heater				
19A	591345	30333	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Retouch ramp	Repair women's water heater	Repair men's ADA toilet	Repair men's ADA toilet flapper					
19B	591346	30332	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Rusty water heater	Toilet clogged	Middle sink loose	Toilet paper holder replacement					
20A	591347	30345	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Retouch ramp	Repaint hand rail		paint hand rail					
20B	591348	30344	Restroom 12x60 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Retouch ramp	Two loose sinks	water heater corrosion						
21A	591349	33643	Restroom 12x34 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Retouch ramp	DOH tag replacement	RR Fan repair	Leaky toilet tank	Middle toilet flapper repair	Fan repair			
21B	591350	33648	Restroom 12x34 HCD	Service HVAC	Inspect & Seal Roof	FRP Repair-2 Sheets	Replace Flooring	Leaky urnal	Leaky faucet						
22A	591351	33663	Restroom 12x34 HCD	Service HVAC	Inspect & Seal Roof	Replace Flooring	Replace door strike plate	Three runny toilets	Ceiling tile replacements						

EXHIBIT "B"

CF-C1/2	591327	45387	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Repair door handles	Repaint handrail	HVAC repair (not cold)	Vent Screen replacement	Replace carpet	Non-functioning door hardware	loose handrail					
CF-D	591328	31259	Sales Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Repair one door handle	Rusty ramp	soft sub floor	Roof needs coating	Two ceiling tile replacements	light fixing R&R						
CF-E1/2	589544	31249	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Four ceiling tiles replacements	Loose door hardware	Fix interior trim									
CF-F	589543	31250	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Replace one wall panel (into)	Loose door hardware	Two ceiling tile replacements									
CF-G	587906	45383	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Tighten one door lock	Resurface ramp	Paint hand rail	Tighten door handle	Four Ceiling tile replacement	Two light replacements	Soft sub floor					
CF-H	587607	45329	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Two Door closer repair	Replace one wall panel (into)	Carpet tile repair	Repair one loose leg on ramp	Replace carpet	Re-nail trim	Three Ceiling tile replacement	Two hardware loose on door				
CF-I	591329	31247	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Resurface ramp	Paint steps	Light diffuser	Retack Skirting	T111- Fix under HVAC	Severe Roof Leak						
CF-J	591330	31230	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Adjust door (sticking)	Two door closer repairs	One window replacement	Retouch ramp	Skirting repair	Vent screen replacement	Recoat ramp coating	Exterior lighting repair	Five ceiling tile replacements	Trim replacement in classroom		
CF-K	591331	33995	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Resurface ramp	Replace skirting (one section)	Five ceiling tile replacements	Door hardware repair	Door closer repair	Repaint hand rail	Vent screen replacement	Exterior lighting				
CF-L	591332	33994	Office 36x60 HCD	Repair Exterior	Service HVAC	Inspect & Seal Roof	Replace Flooring	Resurface ramp	Test T-stat	Repair skirting	Two ceiling tile replacements	Lock repair	R&R lighting fixture	Exterior lighting				
CF-RSTRM1	591333	33986	Restroom 12x40 HCD-RR1	Repair Exterior	Service HVAC	Inspect & Seal Roof	Test T-stat	Leaky sink	Resurface ramp	Replace Flooring	Four Ceiling tile replacement	Fix Urinal #1.	Fix loose door hinge (women's)	Fix skirt				
CF-RSTRM2	591334	34012	Restroom 12x40 HCD-RR2	Repair Exterior	Service HVAC	Inspect & Seal Roof	Replace Flooring	Ceiling tile replacement	Ramp skirting replacement	Door hardware repair (men's)	Replace men's janitor door	Retouch paint on partitions (men's)	Replace thermostat	Resurface ramp				
CF-RSTRM3	587605	45412	Restroom 12x40 HCD-RR3	Repair Exterior	Service HVAC	Inspect & Seal Roof	Door closer/handle repair	Replace Flooring	Test T-stat	Ceiling tile (women's)								
CF-RSTRM4	587408	45391	Restroom 12x40 HCD-RR4	Repair Exterior	Service HVAC	Inspect & Seal Roof	Replace Flooring	Tighten door hardware	soft sub floor	Two Door handle replacement	Four Ceiling tile replacement	Resurface Ramp	Tighten Skirting	Loose door	men's mirror replace	Urinal partition fix	R&R closet door	

Exhibit "B"

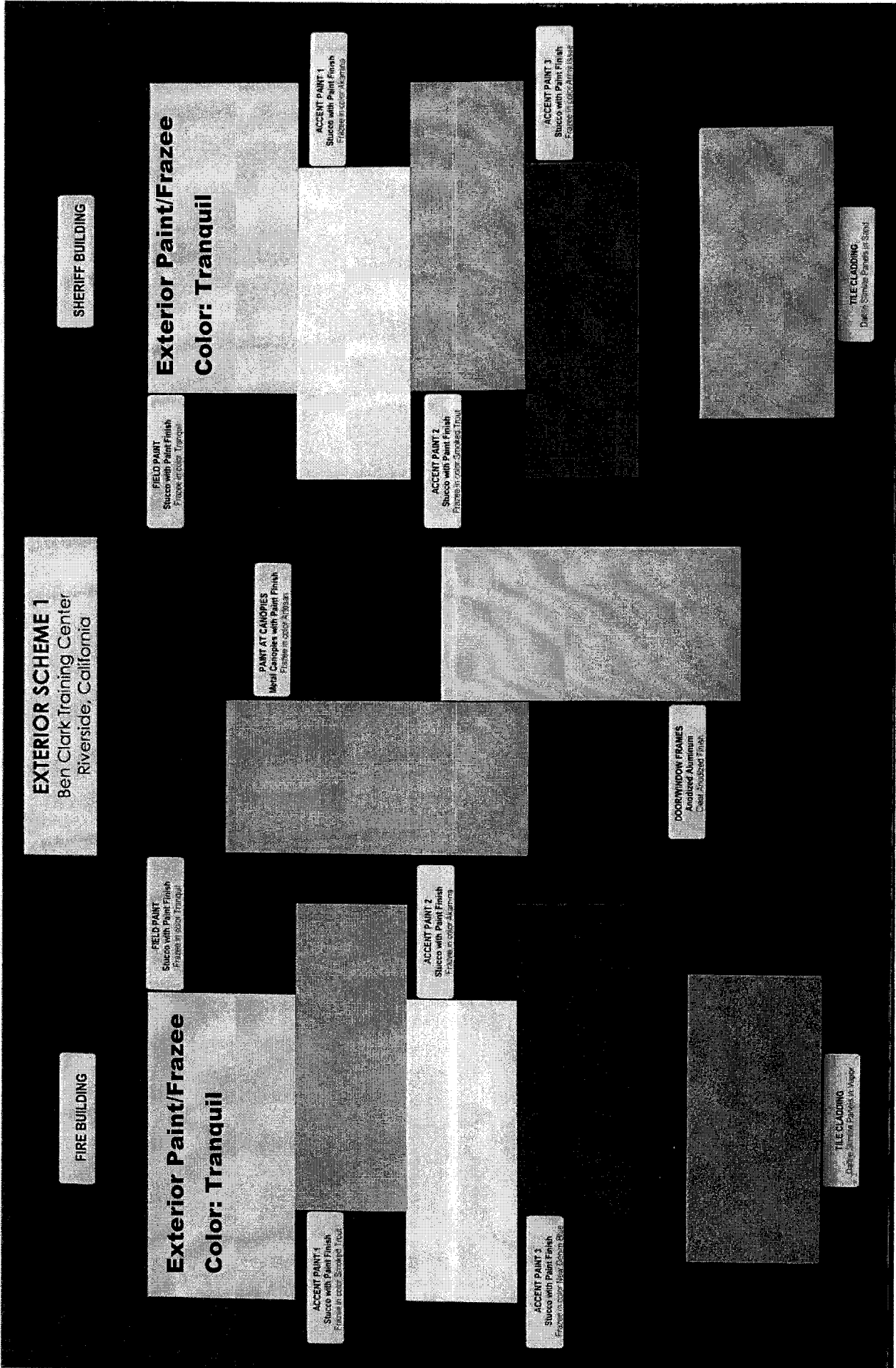


Exhibit "B"

