

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



ITEM: 3.5  
(ID # 21042)

**MEETING DATE:**

Tuesday, March 14, 2023

**FROM :** FACILITIES MANAGEMENT:

**SUBJECT:** FACILITIES MANAGEMENT - REAL ESTATE (FM-RE) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS); Approval of a License Agreement with Social Science Services, Inc., dba Cedar House Life Change Center, 10001 and 10003 Country Farm Road, Riverside, License Agreement to Operate Facility; CEQA Exempt pursuant to State CEQA Guidelines Sections 15301 and 15061(b)(3); District 1. [\$0] (Clerk to File Notice of Exemption)

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

1. Find that the project is exempt from the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption and Section 15061 (b)(3), "Common Sense" Exemption;
2. Approve the attached License Agreement between the County of Riverside, a political subdivision of the State of California, and Social Science Services, Inc., dba Cedar House Life Change Center, a California non-profit corporation, and authorize the Chairman of the Board to execute the same on behalf of the County;
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 the attached Notice of Exemption with the County Clerk for filing within five (5) working days of approval by the Board.

**ACTION:Policy**

  
Matthew Chang, Director

3/1/2023

  
Rose Salgado, Director of Facilities Management

3/2/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington and Gutierrez  
Nays: None  
Absent: Perez  
Date: March 14, 2023  
xc: FM, Recorder

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$0	\$0	\$0	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	22/23

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

**BACKGROUND:**

**Summary**

Social Science Services, Inc., dba Cedar House Life Change Center (“Cedar House” or “Licensee”) and County of Riverside are entering into a License Agreement whereby Cedar House will be the operator of the Arlington Recovery Community and Sobering Center Facility. The License Agreement allows for the Licensee to operate the facility as agreed to by the Riverside University Health System. Cedar House will pay \$81,167.63 per month as operational rent and provide 24/7 licensed adult residential care services.

Pursuant to the California Environmental Quality Act (CEQA), the License Agreement was reviewed and determined to be categorically exempt from CEQA under State Guidelines Section 15301 Class 1 - Existing Facilities Exemption and Section 15061(b)(3) “Common Sense” Exemption. The proposed project, the License Agreement, is the letting of property involving existing facilities. No physical upgrades or changes to those facilities are anticipated.

This License Agreement has been approved as to form by County Counsel.

This License Agreement is summarized below:

**Licensor:** County of Riverside  
c/o Facilities Management – Real Estate Division  
3450 14<sup>th</sup> St. Suite 200  
Riverside, California 92501

**Licensee:** Social Sciences Services, Inc.  
dba Cedar House Life Change Center  
18612 Santa Ana Avenue  
Bloomington, California 92316

**Location:** 10001 and 10003 County Farm Road, Riverside, California 92503

**Size:** 22,908 Sq. Ft.

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

Term: License expires on December 31, 2025

Rent Revenue: \$81,167.63 per month (\$974,011.56 per year) shall be paid to Riverside University Health System

Rent Adjustment: On October 1<sup>st</sup>, of each year rent will increase 3%.

Utilities: Provided by Riverside County

Maintenance: Provided by Riverside County

Custodial: Provided by Licensee

**Impact on Residents and Businesses**

Riverside University Health System through its Operator will be providing 24/7 licensed adult care services at the Arlington Recovery Community and Sobering Center Facility. RUHS will continue to provide program services that will benefit the residents of the region. This Facility will continue to provide an economic impact to the area and through long term County jobs and business that will benefit from employee and client interaction.

**Additional Fiscal Information**

Social Science Services, Inc., dba Cedar House Life Change Center shall pay Riverside University Health System \$81,167.63 per month (\$974,011.56 per year) for rent to operate the facility. The Rent shall increase 3% on October 1<sup>st</sup>, of each year. Licensee shall pay an additional consideration of \$93,502.89 on or before May 1<sup>st</sup>, 2023, for back pay of rent.

**ATTACHMENTS:**

- License Agreement
- Notice of Exception
- Aerial


RV646

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

*Veronica Santillan*  
Veronica Santillan, Principal Management Analyst 3/6/2023

*Aaron Gettis*  
Aaron Gettis, Deputy County Counsel 3/2/2023

County of Riverside  
Facilities Management  
3450 14<sup>th</sup> Street, Second Floor, Riverside, CA

FOR COUNTY CLERK USE ONLY		
FILED / POSTED		
County of Riverside		
Peter Aldana		
Assessor-County Clerk-Recorder		
E-202300293		
03/15/2023 01:50 PM Fee: \$ 50.00		
Page 1 of 3		
Removed:	By:	Deputy
		

### NOTICE OF EXEMPTION

January 4, 2023

**Project Name:** Riverside University Health System (RUHS) Arlington Recovery Center (ARC) and Sobering Center Operating Agreement with Social Science Services, Riverside

**Project Number:** FM047611063400

**Project Location:** 10001 and 10003 County Farm Road, west of Harrison Street, Riverside, California 92503 Assessor's Parcel Number (APN): 145-120-003

**Description of Project:** The County of Riverside entered into a Facilities Lease Agreement with Alchalel Real Estate Investment Trust (Lessor), as successor-in-interest to CP Perris DPSS, April 12, 2012, for use by the Self Sufficiency Division's Program located at 201 Redlands Avenue in Perris, California. The Lease Agreement was amended once previously for access to additional parking spaces, a modification to the CUP and an extension of term. The facility continues to meet the needs of DPSS in serving the community, and a Second Amendment to the Lease Agreement is being sought for the purpose of adding the cost of Day Porter/Custodial Service to be included into the Lease Agreement.

The Second Amendment to the Lease Agreement is identified as the proposed project under the California Environmental Quality Act (CEQA). No expansion of an existing use will occur. The operation of the facility will continue to provide public social services for DPSS and will not result in an increase in the intensity of the use of the site. 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

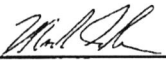
**Exempt Status:** State CEQA Guidelines Section 15301, Class 1, Existing Facilities Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5, Section 15061.

**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 Second Amendment to the Lease Agreement.

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- 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 an Amendment to a Facilities Lease Agreement to add porter/custodial services to the facility. The addition of these services will result in the continued use, operation, and maintenance of the facility. The use of the facility would not result in any changes as a result of the added services and no expansion of public services would occur as a result of the Second Amendment. 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 Second Amendment, which will add porter/custodial services, 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:** 1-5-2023  
 Mike Sullivan, Senior Environmental Planner  
 County of Riverside, Facilities Management

# Riverside University Health System - Behavioral Health

10001 and 10003 County Farm Road, Riverside, CA 92503



Los Angeles



San Diego

Tijuana

Mexicali

## Legend

County Centerline Names



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

0 752 1,505 Feet

REPORT PRINTED ON... 2/1/2023 4:01:04 PM

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## Notes

District 1  
Parcel outlined in black  
Blue dot on building  
APN: 145120003

## LICENSE

County of Riverside and  
Social Science Services, Inc. dba Cedar House Life Change Center  
For Arlington Recovery Community and Sobering Center  
10001 and 10003 County Farm Road, Riverside, California 92503

This Revenue License ("License" or "Agreement") is entered into as of the 14<sup>th</sup> day of March, 2023 by and between the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("Licensor" or "County"), and **Social Science Services, Inc., dba Cedar House Life Change Center**, a California non-profit corporation, ("Licensee") for property located at 10001 and 10003 County Farm Road, Riverside, California (the "Property" or "Premises").

### 1. Purpose and Scope.

(a) County hereby authorizes Licensee to occupy the Premises consisting of furnished space located at 10001 and 10003 County Farm Road, Riverside, California, 92503, as shown on the attached "Exhibit A".

(b) It is expressly understood and agreed to by the parties hereto that by authorizing occupancy at the Premises described in Section 1(a) herein for the purpose of operating a voluntary adult residential treatment facility and a sobering center, no estate or interest in real property is being conveyed to Licensee by County and that the right of use acquired is only a revocable and unassignable permission and privilege to occupy in accordance with the provisions of this License.

**2. Description.** The licensed Premises consist of approximately 20,246 square feet located at 10001 County Farm Rd, Riverside, California and 2,662 square feet located at 10003 County Farm Rd, Riverside California, and consists of three (3) building and grounds as more particularly shown on Exhibit "A", attached hereto and incorporated herein.



**3. Use.**

(a) The Premises are licensed hereby for the purpose of a 24/7 voluntary adult residential treatment facility and sobering center.

(b) The licensed Premises shall not be used for any other purpose without first obtaining the written consent of County, which consent shall not be unreasonably withheld.

(c) Licensee shall have the exclusive use of the licensed Premises, except the designated workstations for County employees and interview offices and group rooms that County employees shall have access to in order to meet with residents and family members.

**4. Term.**

(a) The term of this License commences April 9, 2023 and terminates on September 30, 2026.

(b) Any holding over by Licensee after the expiration of said Term or any extension thereof shall be deemed a month-to-month tenancy upon the same terms and conditions of this License.

**5. Consideration.**

(a) Licensee shall make monthly payments payable to Riverside University Health System-Behavioral Health in the amount of Eighty-One Thousand One Hundred Sixty-Seven Dollars and Sixty Three Cents (\$81,167.63) with a 3% annual increase applied on October 1<sup>st</sup> of each year of the Term as rent for the Premises. Monthly payments are due on the first day of each month, and sent to:

COUNTY OF RIVERSIDE

Riverside University Health System – Behavioral Health (RUHS-BH)

4095 County Circle Drive

Riverside, CA 92503

The Premises are licensed to Licensee in consideration of Licensee paying rent and providing a 24/7 licensed adult residential care facility.

(b) Licensee shall pay an additional consideration of Ninety-Three Thousand Five Hundred Two Dollars and Eighty-Nine Cents (\$93,502.89) on or before May 1<sup>st</sup>, 2023.

**6. Hours of Operation/Access:**

(a) Days of Operation: 365 days

(b) Hours of Operation: 24 hours per day /7 days per week facility

**7. Work Area Equipment, Use & Good Neighbor Policy.** Licensee shall observe and enforce the rules and regulations outlined in the Riverside University Health System-Behavioral Health (RUHS-BH) Work Area Equipment, Use & Good Neighbor Policy for Contractor Facility Use and Care for Programs Operated in Riverside County Owned Facilities, attached to this License as Exhibit "B", and herewith made a part of this License.

**8. On-Site Improvements by Licensee.**

(a) Any alterations, improvements or installation of fixtures shall be performed solely by the County of Riverside after Licensee has submitted proposed plans for such alterations, improvements or fixtures to County in writing to Riverside University Health System – Behavioral Health and approved.

**9. Signs.** Licensee shall not erect, maintain or display any signs or other forms of advertising upon the licensed Premises without first obtaining the written approval of County, which approval shall not be unreasonably withheld.

**10. Equipment and Furnishings.**

(a) County shall provide Licensee with equipment and furnishings and said equipment and furnishings shall remain within the licensed Premises. All such equipment and furnishings shall be labeled with a Behavioral Health Tag Number pursuant to County policies as Exhibit "C" Itemized Inventory , which Exhibit "C" shall be attached and made part of this License within sixty (60) days of License commencement.

(b) An inventory of equipment and furnishings shall be updated by Licensee quarterly as necessary to add or delete inventory and shall be forwarded to Riverside University Health System – Behavioral Health Regional Administrator and attached to said License.

(c) Licensee may not dispose of any equipment and furnishings without prior approval from Riverside University Health System – Behavioral Health Regional Administrator.

(d) Equipment and Furnishing items with a value in excess of One Thousand Dollars (\$1,000) replaced by the County will remain the property of the County, including all title and legal ownership rights.

(e) Any new items added to the inventory shall only be purchased with the express written approval of the Riverside University Health System – Behavioral Health Regional Administrator and must be an item essential or integral to the provision of services. Such new items may be purchased by Licensee with prior approval from the Regional Administrator, competitively bid and sent to Material Management for approval prior to procurement, if the value of the item is less than One Thousand Dollars (\$1,000), and by either the Licensee or County upon mutual agreement if the value of item is in excess of One Thousand Dollars (\$1,000) in value. All such new equipment and furnishings shall be labeled with a Behavioral Health Tag Number and remain the property of the County including all title and legal ownership rights.

(f) The County shall dispose of any equipment and furnishings deemed by RUHS-BH Regional Administrator to be beyond economical repair.

(g) In the event Licensee causes any said furnishing or equipment to become beyond economical repair, as determined in the sole discretion of County, it shall be replaced by Licensee, at its expense, and any such furnishings purchased for replacement by Licensee shall become County's property. County equipment and

furnishings deemed beyond economical repair shall be returned to County for disposition.

**11. Maintenance.**

(a) County shall be responsible for all interior maintenance of the licensed Premises, including, but not limited to, monthly changing of the air conditioning filters.

(b) County shall be responsible for maintaining the exterior and grounds of the licensed Premises, County's responsibilities include lawn mowing, weeding, trimming of trees and shrubbery.

(c) County shall be responsible for providing routine monitoring and maintenance of the fire alarm system, fire extinguishers, and the fire sprinkler system. Maintenance shall not include damage due to negligence, recklessness, or willful misconduct by the Licensee or its clientele.

(d) County shall maintain the mechanical room and other major equipment connected to the Premises. Licensee shall provide an escort to the County maintenance person or persons for this service.

(e) In the event any damage or injury to the licensed Premises is caused by the negligent acts, recklessness, or willful misconduct of Licensee, its officers, employees, clients, agents, guests, invitees, subcontractors or independent contractors, any repairs made, or caused to be made, including, but not limited to, repair to sprinkler/irrigation heads to the point of connection, by County as may be necessary to restore the licensed Premises as a result of such damage or injury shall be paid forthwith by Licensee to County upon a billing and accounting thereof, in writing, by County to Licensee.

**12. Custodial Services.** Licensee shall provide, or cause to be provided, and pay for facility custodial services in connection with the licensed Premises.

**13. Utilities.**

(a) County shall provide and pay for all utilities, except as provided for herein.

(b) Licensee shall provide and pay for all internet and cable services.

**14. Inspection of Premises.** County, through its duly authorized agents, shall have the right to enter the licensed Premises for the purpose of inspecting, monitoring, and evaluating the obligations of Licensee hereunder and for the purpose of doing any and all things which it is obligated and has a right to do under this License.

**15. Quiet Enjoyment.** Licensee shall have, hold and quietly enjoy the use of the licensed Premises so long as it shall fully and faithfully perform the terms and conditions that it is required to do under this License.

**16. Compliance with Government Regulations.** Licensee shall, at Licensee's sole cost and expense, comply with the requirements of all local, state and federal statutes, regulations, rules, ordinances and orders now in force or which may be hereafter in force, pertaining to the licensed Premises. Any final judgment, decree or order of any court of competent jurisdiction, or the admission of Licensee in any action or proceedings against Licensee, whether Licensee be a party thereto or not, that Licensee has violated any such statutes, regulations, rules, ordinances or orders in the use of the licensed Premises, shall be conclusive of that fact as between County and Licensee.

**17. Nondiscrimination.** Licensee herein covenants by and for himself or herself, his or her heirs, executors, administrator, and assigns, and all persons claiming under or through them, that this License is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in section 12955 of the California Government Code, and also defined in sections 12926 and 12926.1 in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Property

herein licensed, nor shall the Licensee himself or herself, or any persons claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, licensees, subtenants, sublicenses or vendors in the Property herein conveyed. The foregoing covenants shall run with the land.

**18. Default.**

(a) Licensee shall be in default if the Premises is used for any purpose other than that authorized in the License, fails to maintain the Premises or the improvements in the manner provided for in the License, fails to pay any sum when due as provided for in the License, fails to comply with or perform any other covenant, condition, provision or restriction provided for in the License, abandons the Premises, allows the Premises to be attached, levied upon, or seized under legal process; or, if the Licensee files or commits an act of bankruptcy, has a receiver or liquidator appointed to take possession of the Premises, or commits or permits waste on the Premises (collectively referred to as a "Default"), then the Licensee shall be deemed in default under the terms of the License.

(b) In case of Default, County shall provide a thirty (30) day written notice to Licensee to remedy any and all defaults. Upon the failure of Licensee to promptly remedy such Default, County shall have the right to terminate this License and retake possession of the Property together with all additions, alterations, and improvements thereto. County shall also retain all rights to seek any and all remedies at law or in equity.

**19. Termination by County.** Notwithstanding Section 18, County shall have the right to immediately terminate this License for the following:

(a) In the event, for whatever reason, Licensee is no longer the Riverside University Health System–Behavioral Health designated contractor to provide 24/7 licensed adult residential care facility services.

(b) In the event a petition is filed for voluntary or involuntary bankruptcy for the adjudication of Licensee as debtors.

(c) In the event that Licensee makes a general assignment, or Licensee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.

(d) In the event Licensee makes an assignment without express written consent of the County.

(e) In the event of abandonment of the licensed Premises by Licensee.

(f) In the event Licensee fails or refuses to perform, keep or observe any of Licensee's duties or obligations hereunder; provided, however, that Licensee shall have thirty (30) days in which to correct Licensee's breach or default after written notice thereof has been served on Licensee by County.

(g) In the event Licensee's license(s) with the State of California or any other license permitting Licensee to provide the services set forth in Section 3(a) herein are/is terminated or expires.

(h) Without cause upon sixty (60) days written notice served upon the Licensee.

(i) County has the sole subjective right to terminate this license immediately for any reason and with or without cause.

**20. Termination by Licensee.** Licensee shall have the right to terminate this License:

(a) In the event County fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that County shall have thirty (30) days in which to correct its breach or default after written notice thereof has been served on it by Licensee; provided, further, however, that in the event such breach or default is not corrected, Licensee may elect to terminate this License in its entirety or

as to any portion of the Premises affected thereby, and such election shall be given by an additional fifteen (15) days written notice to County.

(b) Without cause upon sixty (60) days written notice served upon the County. In this event, Licensee agrees to hold County harmless from liability if the 24/7 adult residential care facility services license is terminated.

**21. Insurance.**

Without limiting or diminishing the Licensee's obligation to indemnify or hold the County harmless, Licensee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance 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. Workers' Compensation:

If the Licensee has employees as defined by the State of California, the Licensee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' 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. Policy shall name the COUNTY as Additional Insureds.

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 Licensee's performance of its obligations hereunder. Policy shall name the County as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general



aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Licensee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. 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. 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) The Licensee 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 County's Risk Manager, Licensee'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) Licensee shall cause Licensee's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original

Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of 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. If Licensee insurance carrier(s) policies does not meet the minimum notice requirement found herein, Licensee shall cause Licensee's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

4) 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. Licensee shall not commence operations until the County has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

5) It is understood and agreed to by the parties hereto that the Licensee's insurance shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6) 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 Management's reasonable judgment, the amount or type of insurance carried by the Licensee has become inadequate.

7) Licensee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

8) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

9) Licensee agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement

**22. Hold Harmless.**

Each party hereby agrees to indemnify and hold harmless the other against any damages, cost, or expense due to any claim by any third party arising out of any breach by the indemnifying party of any term, representation, or warranty of this License Agreement, or any negligent or wrongful act by the indemnifying party. The indemnifying party shall be given prompt notice of any such claim(s) and shall have the opportunity to defend the claim.

**23. Assignment.** Licensee cannot assign, sublet, mortgage, hypothecate or otherwise transfer in any manner any of its rights, duties or obligations hereunder to any person or entity without the prior written consent of County being first obtained, which consent shall be in the absolute discretion of County. In the event of any such transfer, as provided in this Section, Licensee expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this License.

**24. Toxic Materials.** During the term of the License and any extensions thereof, Licensee shall not violate any federal, state or local law, ordinance or regulation, relating to industrial hygiene or to the environmental condition on, under or about the licensed Premises, including, but not limited to, soil and groundwater conditions. Further, Licensee, its successors, assigns and sublicensees, shall not use,

generate, manufacture, produce, store or dispose of on, under or about the licensed Premises or transport to or from the licensed Premises any flammable explosives, asbestos, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether injurious by themselves or in combination with other materials (collectively, "hazardous substances," "hazardous materials" or "toxic substances") in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. section 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. section 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq; and those substances defined as "Hazardous Wastes" in section 25117 of the California Health and Safety Code or as "Hazardous Substances" in section 25316 of the California Health and Safety Code; and in the regulations adopted in publications promulgated pursuant to said laws.

**25. Taxes, Assessments and Fees.**

(a) Licensee shall be responsible for the payment of and shall timely pay, all applicable taxes, including personal property taxes, assessments, and fees assessed or levied upon Licensee. Licensee recognizes and understands the terms of this License may result in the creation of a possessory interest, subject to taxation. Licensee shall be responsible for the payment of possessory interest taxes levied on such interest. County shall be responsible for all real estate taxes and similar charges assessed against the building in which the Premises is located.

(b) Licensee further agrees not to allow such taxes, including personal property taxes, assessments, or fees to become a lien against said Premises or any improvement thereon. Nothing herein contained shall be deemed to prevent or prohibit Licensee from contesting the validity of amount of any such tax, assessment, or fee in any manner authorized by law.

**26. Free from Liens.** Licensee shall pay, when due, all sums of money that may become due for any labor, services, material, supplies, or equipment, alleged to

have been furnished or to be furnished to Licensee, in, upon, or about the licensed premises, and which may be secured by a mechanics', materialman's or other lien against the licensed Premises or County's interest therein, and will cause each such lien to be fully discharged and relicensed at the time the performance of any obligation secured by such lien matures or becomes due; provided, however, that if Licensee desires to contest any such lien, it may do so, but notwithstanding any such contest, if such lien shall be reduced to final enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Licensee shall forthwith pay and discharge said judgment.

**27. Employees and Agents of Licensee.** It is understood and agreed that all persons hired or engaged by Licensee shall be considered to be employees or agents only of Licensee and not of County.

**28. Binding of Successors.** Licensee, its assigns and successors in interest, shall be bound by all the terms and conditions contained in this License, and all the parties thereto shall be jointly and severally liable hereunder.

**29. Waiver of Performance.** No waiver by County at any time of any of the terms and conditions of this License shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

**30. Severability.** The invalidity of any provision in this License as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

**31. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. The County and Licensee agree that this Agreement has been entered into at Riverside, California, and that any legal action related to the interpretation or performance of the Agreement shall be filed in the Superior Court for the State of California in the County of Riverside, and

the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

**32. Attorney's Fees.** In the event of any litigation or arbitration between Licensee and County to enforce any of the provisions of this License or any right of either party hereto, the unsuccessful party to such litigation or arbitration agrees to pay to the successful party all costs and expenses, including reasonable attorney's fees, incurred therein by the successful party, all of which shall be included in and as a part of the judgment or award in such litigation or arbitration.

**33. Notices.** Any notice shall be addressed to the respective parties as set forth below:

County:  
Real Estate Division  
Facilities Management  
3450 14<sup>th</sup> Street, Suite 200  
Riverside, CA 92501  
Attn: Deputy Director of Real Estate  
(951) 955-4820  
Other Inquiries: FM-Leasing@rivco.org

Licensee:  
Social Science Services, Inc.  
Cedar House Life Change Center  
18612 Santa Ana Avenue  
Bloomington, CA 92316  
(909)492-6250

or to such other addresses as from time to time shall be designated by the respective parties.

**34. Amendments.** This License shall not be modified unless mutually agreed upon in writing by the County and the Licensee and shall be incorporated in executed amendments to this License.

**35. No Third-Party Beneficiaries.** This License is made and entered into for the sole protection and benefit of the parties hereto. No other person or entity shall have any right of action based upon the provisions of this License.

**36. Permits, Licenses and Taxes.** Licensee shall secure and maintain, at its expense, all necessary permits and licenses as it may be required to obtain and/or hold, and Licensee shall pay for all fees and taxes levied or required by any authorized public entity. In accordance with the provisions of Chapter 9 of Division 3 of the

Business and Professions Code concerning the licensing of Contractors, all Contractors shall be licensed, if required, in accordance with the laws of this State and any Contractor not so licensed is subject to the penalties imposed by such laws. The Licensee warrants that it has all necessary permits, approvals, certificates, waivers, and exemptions necessary for the provision of services hereunder and required by the laws and regulations of the United States, State of California, the County of Riverside and all other appropriate governmental agencies, and shall maintain these throughout the term of this License.

**37. Confidentiality.** The Licensee shall maintain the confidentiality of all information and records pertaining to privacy and confidentiality, and comply with all other statutory laws and regulations relating to privacy and confidentiality.

**38. Authority to Execute.** The persons executing this License on behalf of the parties to this License hereby warrant and represent that they have the authority to execute this License and warrant and represent that they have the authority to bind the respective parties to this License and to the performance of its obligations hereunder. The authority for the Director of Facilities Management to execute this License is contained in Riverside County Ordinance No.861.

**39. Agent for Service of Process.** It is expressly understood and agreed that in the event Licensee is not a resident of the State of California or it is an association or partnership without a member or partner resident of the State of California, or it is a foreign corporation, then in any such event, Licensee shall file with the Director of Facilities Management, upon its execution hereof, a designation of a natural person residing in the State of California, giving his or her name, residence and business addresses, as its agent for the purpose of services of process in any court action arising out of or based upon this License, and the delivery to such agent of a copy of any process in any such action shall constitute valid service upon Licensee. It is further expressly understood and agreed that if for any reason service of such process upon such agent is not feasible, then, in such event, Licensee may be

personally served with such process out of the State and that such service shall constitute valid service upon Licensee. It is further expressly understood and agreed that Licensee is amenable to the process so served, submits to the jurisdiction of the court so obtained and waives any and all objections and protests thereto.

**40. Entire License.** This License is intended by the parties hereto 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 and supersedes any and all prior and contemporaneous licenses, agreements and understandings, oral or written, in connection therewith. The License may be changed or modified only upon the written consent of the parties hereto.

**41. Language for Use of Electronic (Digital Signatures.** This License may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this License agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions ACT (“CUETA”) Cal. Civ. Code [insert special characters] 1633.1 to 1633.17), for executing this License. The parties further agree that the electronic signatures of the Parties included in this License are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.



**42. Effective Date.** This License shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.


Dated: 3/14/23

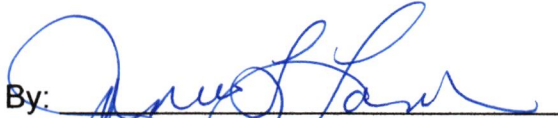
**COUNTY:**

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

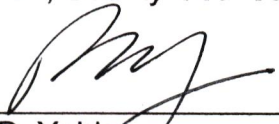
**LICENSEE:**

**Social Science Services, Inc. dba Cedar House Life Change Center**, a California non-profit corporation

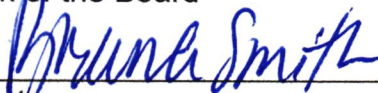
By:   
Kevin Jeffries, Chair  
Board of Supervisors

By:   
Jamie Lamb  
Chief Operating Officer

APPROVED AS TO FORM:  
Minh C. Tran, County Counsel

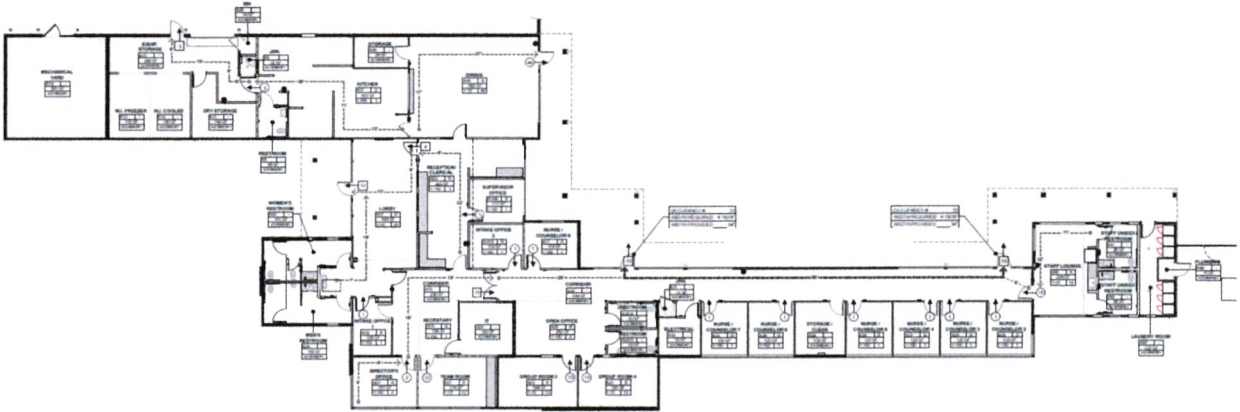
By:   
Ryan D. Yabko  
Deputy County Counsel

ATTEST:  
Kimberly Rector  
Clerk of the Board

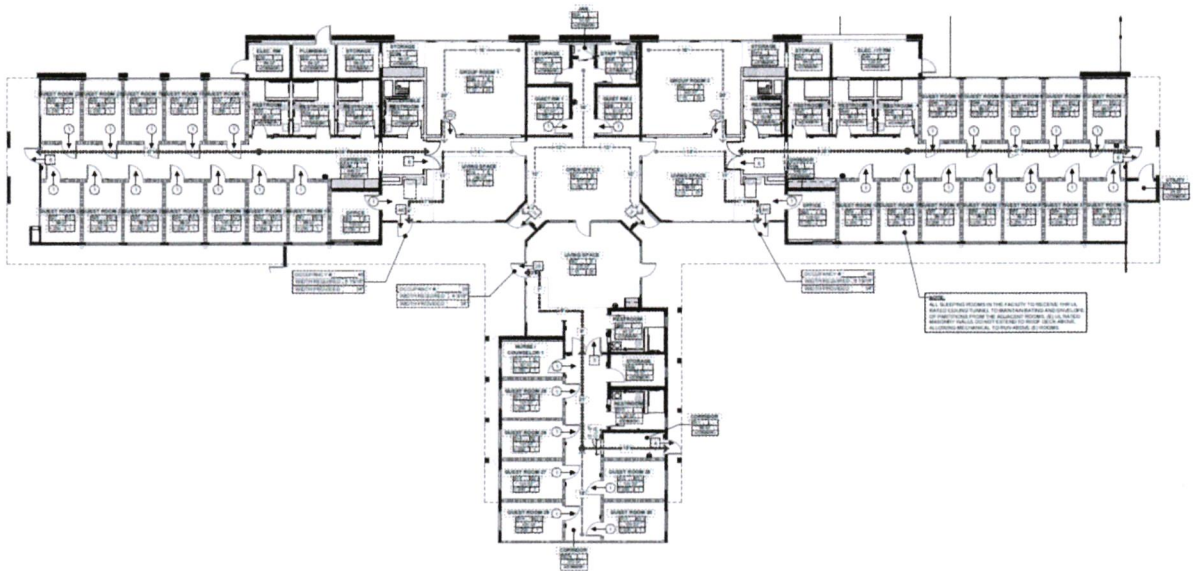
By:   
Deputy

## EXHIBIT A

### Building A – 10001 County Farm Road



### Building B – 10001 County Farm Road



### Building C – 10003 County Farm Road



## **Exhibit B:**

### **Work Area Equipment, Use & Good Neighbor Policy**

#### **Purpose:**

1. Establish consistent and equally applied standards for work area/facility use.
2. Communicate expectations regarding responsible use of county resources.
3. Ensure and maintain a safe, professional, clean, supportive environment for all program staff (both shared cubicle and private office workstation work assignments).

#### **Policy:**

1. Shared work areas (front office and cubicle areas) need an atmosphere that allows all staff to be able to focus and concentrate on the work they are performing. Similar to a “library” environment, all employees need to make every effort to support a non-disruptive noise level in all shared work areas. All staff is to use low volume “indoor” voices and be aware of co-workers around them that are attempting to concentrate on their work. Refrain from using the speaker feature on phones or attempting to have conversations across work areas (e.g. across or over cubicles or down a hallway) in a manner that requires raised voices and result in loud conversations that disrupt the concentration and work of others in the area. Avoid having prolonged client-related conversations/ consultations in shared office areas. These conversations are best conducted in more private areas such as interview rooms or small conference rooms. This will serve to both protect client privacy and avoid prolonged distracting conversations in shared work areas.
2. Personal calls during regular workday either via county phone or personal phone is not permitted unless it is an emergency. Personal cell phone use, including all

personal text messaging, should be restricted to breaks and lunch periods (DOMH Policy 440). Staff is also expected to have personal cell phones set on vibrate or a very low ring tone so as not to disturb fellow employees. Cell phone Blue Tooth or earbud devices are not permitted.

3. Board of Supervisor Policy H04 prohibits personal, non job-related equipment such as refrigerators, microwaves, radios, heaters, etc.. Therefore, the use of energy provided/funded by the County must be limited to county business and the provision of services. In order to promote energy efficiency and responsible use of county resources the following provisions apply:
  - a. Battery-powered personal equipment such as MP3 players is allowed. Limitations to personal music devices with ear-bud devices include:
    - i. They may not be used if the MP3 player is cellphone based (see #2).
    - ii. They may not be used in areas in view of the public.
    - iii. May not be permitted if there is evidence that the use appears to interfere with the employee's performance of assigned duties
  - b. The under-head lighting in workstations is be turned off at the end of each employee's workday.
  - c. Computers must be completely powered down at the end of each employee's workday. In addition to the computer tower, this includes monitors and printers. Sleep function is not considered powered down.
  - d. Break rooms that include areas and power for refrigerators, microwave ovens, toasters, coffee pots, etc. are for staff use in all facilities. The installation of kitchen small appliances in personal work areas is not permitted. This includes small refrigerators, small ovens, coffee pots, etc. Additional areas that create secondary common areas for small appliances may be established in order to improve access in larger facilities upon the recommendation of the program supervisor and

approved; however, provisions must be made to ensure that the additional area will not result in above normal facility wear and maintenance.

4. Staff is required to use approved cubicle and wall hardware in posting and hanging signs. Pushpins, tape and Velcro are not approved hanging hardware as they damage the cubicle fabric and walls and you may be held responsible for damages. For approved cubicle and wall hardware please see your supervisor.
5. Scotch tape, regular masking tape, duct tape, electrical tape, wall tacks, push pins, staples and nails are never to be used to post notices or decorations. Painter's tape or Frog tape may be used for the temporary hanging of seasonal or special event decorations but must be removed within 3 weeks to avoid paint damage. Lucite frames and stands should be used for posting notices (not taped to glass, doors or walls). Consult with your supervisor for approved methods of posting temporary signs.
6. Nails, push pins, tacks, staples or duct tape may not be used to hang items on walls. Only 3M type removable devices may be used. Bulletin boards may be used but must be installed by Facilities Management.
7. It is the responsibility of all staff to maintain a clean work environment. Staff is responsible for cleaning up all accidental dirt, stains, spills, etc. that they create. (Riverside County Safety Manual Documents 201 & 1001).
8. Food/eating is not permitted in the business office. Food is allowed at your workstation as long as it is not in view of consumers and the public. Employees are expected to be sensitive to any odor their food selection creates for co-workers in shared work areas. Please clean up your workstation after all meals. Employees who choose to eat in the workstation are responsible for spot cleaning carpet for any spills and stains. In addition, all discarded food items shall be placed in covered trash receptacles and shall not be discarded in workstation trash receptacles.

9. Staff may bring personal decorative items from home for their cubicle workstation. In doing so, the following must be considered:
  - a. Items should be made only of County approved fire-resistant materials (Riverside County Safety Manual Document 1001).
  - b. Workstations in view of the public must maintain a professional business décor and may not be cluttered with personal mementos. The overall workstation must remain neat and professional, regardless of whether or not the area is in view of the public. Artwork and personal photographs shall be appropriate for a business/professional environment.
  - c. Personal items must not inhibit the effectiveness and utilization of the workstation for its intended purpose.
  - d. Personal items must not detract oneself or others from accomplishing their work-related duties.
  - e. Work areas in view of the public (i.e. lobbies) must remain neat and free of clutter. Staff should consult with their supervisor to obtain any organizational resources that will facilitate a clean, professional appearance.

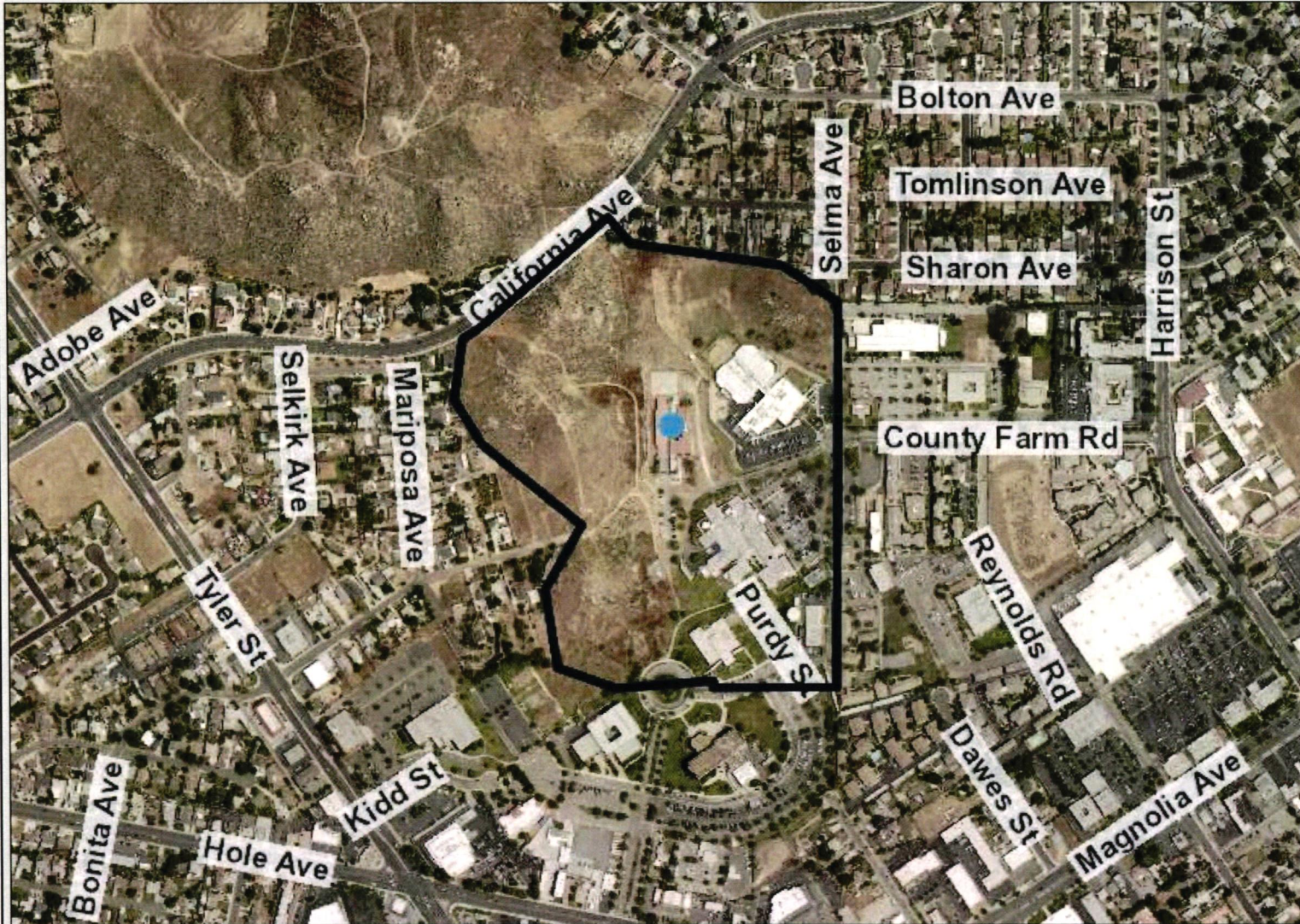
Note: RUHS-BH Contract providers leasing and operating in county-owned facilities shall ensure compliance with 3 a & d, 4, 5, 6, 7, and 8. Contract providers will be responsible for facility and equipment damage and repair costs that are not due to normal wear and tear but related to provider employee negligence and non-compliance with these standards and may not be applied to the contract service cost.

## EXHIBIT C



# Riverside University Health System - Behavioral Health

10001 and 10003 County Farm Road, Riverside, CA 92503



## Legend

County Centerline Names



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

## Notes

District 1  
Parcel outlined in black  
Blue dot on building  
APN: 145120003

0 752 1,505 Feet

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