

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



ITEM: 3.45
(ID # 24607)

MEETING DATE:

Tuesday, April 30, 2024

FROM : PUBLIC SOCIAL SERVICES:

SUBJECT: DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Ratify and Approve the Professional Services Agreement DPSS-0005107, without seeking competitive bids, with Tek84, Inc. for the purchase of an intercept whole-body security scanning system effective April 5, 2024 through April 4, 2028; and Ratify and Authorize the Purchasing Agent to issue Purchase Order # DPARC-0000051394 to Tek84, Inc. for the purchase of an intercept whole-body security scanning system for FY 23/24; District 5. [Total Cost \$166,741; up to \$33,348 in additional compensation - 100% American Rescue Plan Act (ARPA)]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Professional Services Agreement DPSS-0005107, without seeking competitive bids, with Tek84, Inc. for the purchase of an intercept whole-body security scanning system for \$166,741 through April 4, 2028, and authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Ratify and Authorize the Purchasing Agent, in accordance with ordinance No. 459, based on the availability of fiscal funding, to issue Purchase Order# DPARC-0000051394 to Tek84, Inc. for the Purchase of an intercept whole-body security scanning system in the amount of \$166,741; and
3. Authorize the Purchasing Agent, or designee, based on the availability of fiscal funding and approved as to form by County Counsel to: (a) sign amendments that make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total cost of the agreement.

ACTION:Policy


Charity Douglas, DPSS Director

4/11/2024

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: April 30, 2024
xc: DPSS

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 166,741	\$ 0	\$ 166,741	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: ARPA Funds 100%			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 27/28

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Department of Public Social Services (DPSS) Children Services Division’s (CSD) Harmony Haven Children & Youth Center is a 120-acre property located in Beaumont, CA and purchased by the County and approved by the Board of Supervisors (item 3.41; June 27, 2023). This property consists of four cottages and provides Riverside County foster children and youth with temporary shelter and care while waiting to obtain a long-term placement.

The purchase of the intercept whole-body security scanning system will provide DPSS with the necessary equipment and technology to ensure the safety of everyone at Harmony Haven Children & Youth Center.

DPSS submitted an Emergency Procurement Justification Form for the purchase of the Tek84 intercept whole-body security scanning system to address safety concerns. On March 25, 2024, Riverside County Purchasing approved the Emergency Procurement request (SSJ # 24-214).

The Tek84 Intercept Whole-Body Security Scanning System detects both metallic and nonmetallic threats, including weapons, drugs, cell phones, and other contraband. This high-tech machine is designed to be easy to use and highly accurate. It screens from below the feet to above the head without a physically invasive search.

Impact on Residents and Businesses

The purchase of the intercept whole-body security scanning system will offer equipment and technology to improve safety for Harmony Haven children/youth and DPSS staff.

Additional Fiscal Information

On December 12, 2023 (Item 3.11), the Board approved a \$5 million allocation from the ARPA 2nd Installment County Department Response to be used for improvements to Harmony Haven Children & Youth Center. Item 24548 on this same agenda of April 30, 2024 is requesting to approve the project budget that includes the Tek84 Intercept Whole-Body Security Scanning System. The \$166,741 is not a new allocation.

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

Contract History and Price Reasonableness

The requested purchase was initiated due to the Emergency Procurement Form submitted by DPSS and approved by Riverside County Purchasing. DPSS made an initial payment of \$166,741 to Tek84, for the Intercept Whole-Body Security Scanning System. Professional Services Agreement DPSS-0005107 provides delivery, installation, on-site training, and a three (3)-year extended warranty which ends April 4, 2028. Various departments within Riverside County also utilize the Tek 84 Intercept Whole Body Security Scanning System.

This Board item will approve the ratified emergency equipment purchase by the Purchasing Agent to Tek84, Inc. for the Tek84 Intercept Whole-Body Security Scanning System.

ATTACHMENT

- A. Emergency Procurement Form, SSJ Tracking # 24-214**
- B. Agreement DPSS-0005107 with Tek84, Inc.**
- C. Purchase Order # DPARC-0000051394**
- D. Item 3.41; June 27, 2023**



Meghan Hahn, Director of Procurement

4/15/2024



Gregg Gu, Chief of Deputy County Counsel

4/15/2024

**County of Riverside Department of Public Social Services
Contracts Administration Unit
4060 County Circle Drive
Riverside, CA 92503**

and

**Tek84, Inc.
Intercept Whole-Body Security Scanning System
DPSS-0005107**



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This ratified agreement is made and entered into by and between Tek84, Inc., a Delaware corporation (herein referred to as "CONTRACTOR"), and the County of Riverside, a political subdivision of the State of California, on behalf of its Department of Public Social Services (herein referred to as "COUNTY").

The parties acknowledge and agree that the CONTRACTOR began rendering services to COUNTY on April 5, 2024, and were accepted by COUNTY without a written services agreement. All actions taken by both the CONTRACTOR and COUNTY prior to the date hereof are hereby confirmed and ratified by way of execution of this Agreement.

The parties agree as follows:

1. DEFINITIONS

- A. "Agreement" refers to the terms and conditions, schedules, and attachments included herein.
- B. "CONTRACTOR" refers to Tek84, Inc. including its employees, agents, representatives, subcontractors, and suppliers.
- C. "COUNTY" refers to the County of Riverside.
- D. "DPSS" or "COUNTY" refers to the County of Riverside's Department of Public Social Services, which has administrative responsibility for this Agreement.
- E. "Harmony Haven Children & Youth Center" is a county facility located in Beaumont, CA providing Riverside County foster youths with a temporary location and care while waiting to obtain a long-term placement.
- F. "Tek84 intercept whole-body security scanning system" refers to a scanner by Tek84, Inc. that detects both metallic and nonmetallic threats, including weapons, drugs, cell phones, and other contrabands.

2. DESCRIPTION OF SERVICES

CONTRACTOR shall provide all services at the prices stated in Schedule A, Payment Provisions, and as outlined and specified in Schedule B, Scope of Services, and Attachment I HIPAA Business Associate Agreement, and Attachment II DPSS 2076A, DPSS 2076B & Instructions.

3. PERIOD OF PERFORMANCE

This Agreement for a one-time purchase shall be effective April 5, 2024, and continues through April 4, 2028, at the end of the equipment's four 4-year extended warranty period, unless terminated earlier or otherwise modified. CONTRACTOR shall commence performance upon the effective date and shall diligently and continuously perform thereafter.

4. COMPENSATION

COUNTY shall pay CONTRACTOR for services performed, products provided, or expenses incurred in accordance with Schedule A, "Payment Provisions." COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or product. Unless otherwise specifically stated in Schedule A, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement. At the expiration of the term of this Agreement, or upon termination prior to the expiration of the Agreement, any funds paid to CONTRACTOR, but not used for purposes of this Agreement shall revert to COUNTY within thirty (30) calendar days of the expiration or termination.

5. AVAILABILITY OF FUNDS/NON-APPROPRIATION OF FUNDS

The obligation of COUNTY for payment under this Agreement beyond the current fiscal year is contingent upon and limited by the availability of county funding from which payment can be made.

There shall be no legal liability for payment on the part of COUNTY beyond June 30 of each year unless funds are made available for such payment by the County Board of Supervisors. In the event such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing and this Agreement shall be deemed terminated and be of no further force or effect. COUNTY shall make all payments to CONTRACTOR that were properly earned prior to the unavailability of funding.

6. TERMINATION

- A. COUNTY may terminate this Agreement without cause upon giving thirty (30) calendar days written notice served on CONTRACTOR stating the extent and effective date of termination.
- B. COUNTY may, upon five (5) calendar days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement, or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY.
- C. After receipt of the notice of termination, CONTRACTOR shall:
 - (1) Stop all work under this Agreement on the date specified in the notice of termination; and
 - (2) Transfer to COUNTY and deliver in the manner directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would be required to be furnished to COUNTY.
- D. After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.
- E. CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonestly or willful and material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability, for any reason whatsoever, to perform the terms of this Agreement. In such an event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.
- F. The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights or remedies provided by law or this Agreement.

7. REQUEST FOR WAIVER AND WAIVER OF BREACH

Waiver of any provision of this Agreement must be in writing and signed by authorized representatives of the parties. No waiver or breach of any provision of the terms and conditions herein shall be deemed, for any purpose, to be a waiver or a breach of any other provision hereof, or of a continuing or subsequent waiver or breach. Failure of COUNTY to require exact, full compliance with any terms of this Agreement shall not be construed as making any changes to the terms of this Agreement and does not prevent COUNTY from enforcing the terms of this Agreement.

8. TRANSITION PERIOD

CONTRACTOR recognizes that the services under this Agreement are vital to COUNTY and must be continued without interruption and that, upon expiration, COUNTY or another contractor may continue the services outlined herein. CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition of clients or services to a successor.

9. OWNERSHIP, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL

CONTRACTOR agrees that all materials, reports, or products, in any form including electronic, created by CONTRACTOR for which CONTRACTOR has been compensation by COUNTY pursuant

to this Agreement shall be the sole property of COUNTY. The material, reports or produces may be used by the COUNTY for any purpose that COUNTY deems appropriate, including but not limited to, duplication and/or distribution within COUNTY or to third parties. CONTRACTOR agrees not to release or circulate, in whole or in part, such materials, reports, or products without prior written authorization of COUNTY.

10. CONDUCT OF CONTRACTOR/ CONFLICT OF INTEREST

- A. CONTRACTOR covenants that it presently has no interest, including but not limited to, other projects or contract, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR agrees to inform the COUNTY of all CONTRACTOR's interest, if any, which are or may be perceived as incompatible with COUNTY's interests.
- B. CONTRACTOR shall not, under any circumstances which could be perceived as an to influence the recipient in the conduct or his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in fulfilling this Agreement.

11. RECORDS, INSPECTIONS, AND AUDITS

- A. All performance, including services, workmanship, materials, facilities, or equipment utilized in the performance of this Agreement, shall be always subject to inspection and test by COUNTY or any other regulatory agencies. This may include, but is not limited to, monitoring, or inspecting contractor performance through any combination of on-site visits, inspections, evaluations, and CONTRACTOR self-monitoring. CONTRACTOR shall cooperate with any inspector or COUNTY representative reviewing compliance with this Agreement and permit access to all necessary locations, equipment, materials, or other requested items.
- B. CONTRACTOR shall maintain auditable books, records, documents, and other evidence relating to costs and expenses to this Agreement. CONTRACTOR shall maintain these records for at least three (3) years after final payment has been made or until pending county, state, and federal audits are completed, whichever is later.
- C. Any authorized county, state or the federal representative shall have access to all books, documents, papers, electronic data and other records they determine are necessary to perform an audit, evaluation, inspection, review, assessment, or examination. These representatives are authorized to obtain excerpts, transcripts, and copies as they deem necessary and shall have the same right to monitor or inspect the work or services as COUNTY.
- D. If CONTRACTOR disagrees with an audit, CONTRACTOR may employ a Certified Public Accountant (CPA) to prepare and file with COUNTY its own certified financial and compliance audit. CONTRACTOR shall not be reimbursed by COUNTY for such an audit regardless of the audit outcome.
- E. CONTRACTOR shall establish sufficient procedures to self-monitor the quality of services/products under this Agreement and shall permit COUNTY or other inspector to assess and evaluate CONTRACTOR's performance at any time, upon reasonable notice to the CONTRACTOR.

12. CONFIDENTIALITY

- A. As required by applicable law, COUNTY and CONTRACTOR shall maintain the privacy and confidentiality of all information and records, regardless of format, received pursuant to the Agreement ("confidential information"). Confidential information includes, but is not limited to,

unpublished or sensitive technological or scientific information; medical, personnel, or security records; material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of contractors, subcontractors or suppliers in advance of official announcement. CONTRACTOR shall ensure that no person will publish, disclose, use or cause to be disclosed such confidential information pertaining to any applicant or recipient of services. CONTRACTOR shall keep all confidential information received from COUNTY in the strictest confidence. CONTRACTOR shall comply with Welfare and Institutions Code Section 10850.

- B. CONTRACTOR shall take special precautions, including but not limited to, sufficient training of CONTRACTOR's staff before they begin work, to protect such confidential information from loss or unauthorized use, access, disclosure, modification or destruction.
- C. CONTRACTOR shall ensure case record or personal information is kept confidential when it identifies an individual by name, address, or other specific information. CONTRACTOR shall not use such information for any purpose other than carrying out CONTRACTOR's obligations under this Agreement.
- D. CONTRACTOR shall promptly transmit to COUNTY all third-party requests for disclosure of confidential information. CONTRACTOR shall not disclose such information to anyone other than COUNTY except when disclosure is specifically permitted by this Agreement or as authorized in writing in advance by COUNTY.

13. HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT

CONTRACTOR is subject to and shall operate in compliance with all relevant requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, enacted August 21, 1996, and the related laws and regulations promulgated subsequent thereto. The parties agree to the terms and conditions the HIPAA Business Associated attached as Attachment I.

14. HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless COUNTY, its departments, agencies and districts, including their officers, employees and agents (collectively "County Indemnitees"), from any liability, damage, claim or action based upon or related to any services or work of CONTRACTOR (including its officers, employees, agents, subcontractors or suppliers) arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury or death. CONTRACTOR shall, at its sole expense and cost including but not limited to, attorney fees, cost of investigation, defense, and settlements or awards, defend County Indemnitees in any such claim or action. CONTRACTOR shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise CONTRACTOR's indemnification obligation. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim made. The insurance requirements stated in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold COUNTY harmless.

15. INSURANCE

- A. Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR 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.

- B. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A: 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.
- C. CONTRACTOR's insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions 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 COUNTY, and at the election of the County's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects to this Agreement with COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- D. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the COUNTY with either 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original certified copies of policies, including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the COUNTY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY 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 coverages set forth herein and the insurance required herein is in full force and effect. CONTRACTOR 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.
- E. It is understood and agreed to by the parties hereto that CONTRACTOR's insurance shall be construed as primary insurance, and COUNTY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- F. 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.), 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 required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- G. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- H. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to COUNTY.

- I. CONTRACTOR 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.
 - J. If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.
16. WORKER'S COMPENSATION
If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR 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.
17. VEHICLE LIABILITY
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.
18. 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 CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
20. EXCESS/UMBRELLA LIABILITY INSURANCE
If any Excess or Umbrella Liability policies are used to meet the limits of liability required by this agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all of the insurance requirements stated in this document, including, but not limited to, the additional insured, contractual liability & "insured contract" definition for indemnity, occurrence, no limitation of prior work coverage, and primary & non-contributory insurance requirements stated therein. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
21. INDEPENDENT CONTRACTOR
It is agreed that CONTRACTOR is an independent contractor, and that no relationship of employer-employee exists between the parties. CONTRACTOR and its employees shall not be entitled to any benefits payable to employees of COUNTY, including but not limited to, workers' compensation, retirement, or health benefits. CONTRACTOR and its employees shall have no claim against COUNTY hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. COUNTY shall not be required to make any deductions for CONTRACTOR employees from the compensation payable to CONTRACTOR under this Agreement. CONTRACTOR agrees to hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any person or other party that an employer-employee relationship exists by reason of this Agreement. CONTRACTOR agrees to indemnify and

defend, at its sole expense and cost, including but not limited, to attorney fees, cost of investigation, defense and settlements, or awards, COUNTY, its officers, agents, and employees in any legal action based upon such alleged existence of an employer-employee relationship by reason of this Agreement.

22. USE BY POLITICAL ENTITIES

CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County, and to every political entity located in the State of California. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

23. LICENSES AND PERMITS

If applicable, CONTRACTOR shall be licensed and have all permits as required by Federal, State, County, or other regulatory authorities at the time the proposal is submitted to COUNTY and throughout the term of this Agreement. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers, and exceptions necessary for performance of this Agreement.

24. NO DEBARMENT OR SUSPENSION

CONTRACTOR certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency; has not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against it for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state anti-trust status; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated herein; and has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

25. COMPLIANCE WITH RULES, REGULATIONS, AND DIRECTIVES

CONTRACTOR shall comply with all rules, regulations, requirements and directives of the California Department of Social Services, other applicable State or Federal agencies, funding sources and other governing regulatory authorities which impose duties and regulations upon COUNTY related to this Agreement. These shall be equally applicable to and binding upon CONTRACTOR to the same extent as they are upon COUNTY.

26. PERSONNEL

A. Upon request by COUNTY, CONTRACTOR agrees to make available to COUNTY a current list of personnel that are providing services under this Agreement who have contact with children or adult Clients. The list shall include:

- (1) All staff who work full or part-time positions by title, including volunteer positions;
- (2) A brief description of the functions of each position and hours each position worked;
- (3) The professional degree, if applicable and experience required for each position.

B. COUNTY has the sole discretion to approve or not approve any person on the CONTRACTOR's list that has been convicted of any crimes involving sex, drugs or violence, or who is known to have a substantiated report of child abuse, as defined in Penal Code Section 11165.12, who occupies positions with supervisory or disciplinary power over minors, or who occupies supervisory or teaching positions over adult Clients. COUNTY shall notify CONTRACTOR in writing of any person not approved, but to protect Client confidentiality, may not be able to disclose

the reason(s) for non-approval. Upon notification, CONTRACTOR shall immediately remove that person from providing services under this Agreement.

C. Background Checks

CONTRACTOR shall conduct criminal background records checks on all individuals providing services under this Agreement. Prior to these individuals providing services to Clients, CONTRACTOR shall have received a criminal records clearance from the State of California Department of Justice (DOJ). A signed certification of such clearance shall be retained in each individual's personnel file. The use of criminal records for the purposes of employment decisions must comply with the Office of Federal Contract Compliance Programs Directive 2013-02 "Complying with Nondiscrimination Provisions: Criminal Record Restrictions and Discrimination Based on Race and National Origin" and California Government Code § 12952.

27. MANDATED REPORTING

California law requires certain persons to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud. These individuals are known under the law as "mandated reporters." If CONTRACTOR is a "mandated reporter" in the state of California, CONTRACTOR understands and acknowledges his/her responsibility to report known or suspected domestic violence, child abuse or neglect, and dependent adult/elder abuse or fraud in compliance with the applicable requirements under Penal Code Sections 11160-11163.6; 11164 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a "mandated reporter", CONTRACTOR shall establish a procedure to ensure that all employees, volunteers, consultants, subcontractors or agents performing services under this Agreement receive training in the identification and reporting of domestic violence, child abuse or neglect, and/or dependent adult/elder abuse or fraud. The training must comply with the applicable Penal Code & Welfare Institutions Code sections.

28. EMPLOYMENT PRACTICES

A. CONTRACTOR shall comply with all federal and state statutes and regulations in the hiring of its employees.

B. CONTRACTOR shall not discriminate in its recruiting, hiring, promoting, demoting, or terminating practices on the basis of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex in the performance of this Agreement; if applicable, with the provisions of the Fair Employment and Housing Act (FEHA) and the Federal Civil Rights Act of 1964 (P. L. 88-352).

C. In the provision of benefits, CONTRACTOR shall certify and comply with Public Contract Code 10295.3 and not discriminate between employees with spouses and employees with domestic partners, or discriminate between the domestic partners and spouses of those employees. For the purpose of this section "domestic partner" means one of two persons who have filed a declaration of domestic partnership with the Secretary of State pursuant to Division 2.5 (commencing with Section 297) of the Family Code.

D. By signing this Agreement or accepting funds under this Agreement, CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Department of Labor regulations (41 CFR Chapter 60).

E. Employment Development Department reporting requirements: CONTRACTOR shall provide required data and certification to COUNTY in order to comply with child support enforcement requirements. The documentation will be provided within ten (10) days of notification of award of this Agreement when required by the Employment Development Department. Failure to submit

the documentation or failure to comply with all federal and state reporting requirement for child support enforcement shall constitute a material breach of this Agreement.

- F. During the term of this Agreement and for a one (1) year term thereafter, CONTRACTOR shall not solicit or encourage any employee, vendor, or independent contractor of COUNTY to leave or terminate their relationship with COUNTY for any reason.

29. LOBBYING

- A. CONTRACTOR shall ensure no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such federal contract, grant, loan, or cooperative agreement, CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. CONTRACTOR shall require that the language of this certification be included in the award document for sub-awards at all tiers, including subcontracts, sub-grants, and contract under grants, loans, and cooperative agreements, and that all sub-recipients shall certify and disclose accordingly.

30. ADVERSE GOVERNMENT ACTION

In the event any action of any department, branch or bureau of the federal, state, or local government has a material adverse effect on either party in the performance of their obligations hereunder, then that party shall notify the other of the nature of this action, including in the notice a copy of the adverse action. The parties shall meet within thirty (30) calendar days and shall, in good faith, attempt to negotiate a modification to this Agreement that minimizes the adverse effect. Notwithstanding the provisions herein, if the parties fail to reach a negotiated modification concerning the adverse action, then the affected party may terminate this Agreement by giving at least one hundred eighty (180) calendar days' notice or may terminate sooner if agreed to by both parties.

31. SUBCONTRACTS

- A. CONTRACTOR shall not enter into any subcontract with any subcontractor who:
 - (1) Is presently debarred, suspended, proposed for debarment or suspension, or declared ineligible or voluntarily excluded from covered transactions by a federal department or agency;
 - (2) Has within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, violation of federal or state anti-trust status, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Is presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in the paragraph above; and

(4) Has within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

B. CONTRACTOR shall be fully responsible for the acts or omissions of its subcontractors and the subcontractors' employees.

C. CONTRACTOR shall insert clauses in all subcontracts to bind its subcontractors to the terms and conditions of this Agreement.

D. Nothing contained in this Agreement shall create a contractual relationship between any subcontractor or supplier of CONTRACTOR and COUNTY.

32. SUPPLANTATION

CONTRACTOR shall not supplant any federal, state or county funds intended for the purpose of this Agreement with any funds made available under any other agreement. CONTRACTOR shall not claim reimbursement from COUNTY for any sums which have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining state funds under any state program or COUNTY funds under any county programs without prior approval of COUNTY.

33. ASSIGNMENT

CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of COUNTY. Any attempt to assign or transfer any interest without written consent of COUNTY shall be deemed void and of no force or effect.

34. FORCE MAJEURE

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

35. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. Any legal action related to the interpretation or performance of this Agreement shall be filed only in the Superior Court for the State of California or the U.S. District Court located in Riverside, California.

36. DISPUTES

A. The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement which is not resolved by the parties shall be decided by COUNTY's Compliance Contract Officer who shall furnish the decision in writing. The decision of COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith. CONTRACTOR shall proceed diligently with the performance of this Agreement pending resolution of a dispute.

B. Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

37. ADMINISTRATIVE/CONTRACT LIAISON

Each party shall designate a liaison that will be the primary point of contact regarding this Agreement.

38. CIVIL RIGHTS COMPLIANCE

A. Client Complaints

CONTRACTOR shall further establish and maintain written referral procedures under which any person, applying for or receiving services hereunder, may seek resolution from Riverside County DPSS Civil Rights Coordinator of a complaint with respect to any alleged discrimination in the provision of services by CONTRACTOR's personnel. CONTRACTOR must distribute to social service clients that apply for and receive services, "Your Rights Under California Welfare Programs" brochure (Publication 13). For a copy of this brochure, visit the following website at:

<http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Programs>

Civil Rights Complaints should be referred to:

Civil Rights Coordinator
Assurance and Review Services
Riverside County Department of Public Social Services
10281 Kidd Street
Riverside, CA 92503
assuranceandreview@rivco.org

C. Services, Benefits and Facilities

CONTRACTOR shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of color, race, religion, national origin, sex, age, sexual preference, physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by State law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Section, discrimination means denying a participant or potential participant any service, benefit, or accommodation that would be provided to another and includes, but is not limited to, the following:

- (1) Denying a participant any service or benefit or availability of a facility.
- (2) Providing any service or benefit to a participant which is different, or is provided in a different manner, or at a different time or place from that provided to other participants on the basis of race, color, creed or national origin.
- (3) Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit. Treating a participant differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

D. Cultural Competency

CONTRACTOR shall cause to be available bilingual professional staff or qualified interpreter to ensure adequate communication between clients and staff. Any individual with limited English language capability or other communicative barriers shall have equal access to services. For the purpose of this Section, a qualified interpreter is defined as someone who is fluent in English and in the necessary second language, can accurately speak, read and readily interpret the necessary second language and/or accurately sign and read sign language. A qualified interpreter must be able to translate in linguistically appropriate terminology necessary to convey information such as symptoms or instructions to the client in both languages.

39. NOTICES

All notices, claims, correspondence, or statements authorized or required by this Agreement shall be deemed effective three (3) business days after they are made in writing and deposited in the United States mail addressed as follows:

COUNTY:

Department of Public Social Services
Contracts Administration Unit
P.O. Box 7789
Riverside, CA 92513

Invoices and other financial documents:

Department of Public Social Services
Fiscal/Management Reporting Unit
4060 County Circle Drive
Riverside, CA 92503
OperatingServicesContractPayments@rivco.org

CONTRACTOR:

Tek84, Inc.
13495 Gregg Street
Poway, CA 92064

40. SIGNED IN COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

41. ELECTRONIC SIGNATURES

Each party of this Agreement 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 §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein 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. 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. MODIFICATION OF TERMS

This Agreement may be modified only by a written amendment signed by authorized representatives of both parties. Requests to modify fiscal provisions shall be submitted no later than April 1.

43. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. All prior or contemporaneous agreements of any kind or nature relating to the same subject matter shall be of no force or effect.

(Signatures to follow on next page)

Authorized Signature for Tek84, Inc. <i>Jonathan Shultz</i>	Authorized Signature for COUNTY: <i>Chuck Washington</i>
Printed Name of Person Signing: Jonathan Shultz	Printed Name of Person Signing: Chuck Washington
Title: Chief Financial Officer / Secretary	Title: Board of Supervisors, Chair
Date Signed: Apr 12, 2024	Date Signed: May 2, 2024

ATTEST:

Clerk of the Board

By: *Naomy Sicra, Deputy*

Approval as to Form
Minh C. Tran

County Counsel

By: *Katherine Wilkins*
Katherine Wilkins
Deputy County Counsel
Date: Apr 12, 2024

Schedule A
Payment Provisions

A.1 MAXIMUM AMOUNTS

The total annual payment to CONTRACTOR shall not exceed:

FISCAL YEAR PERIOD	ANNUAL PAYMENT
FY 23/24	\$ 166,740.63
Total	\$ 166,740.63

A.2 UNIT OF SERVICE/COST RATE

Qty	Part Number	Description	Net Each	Ext Price
1	SSD-018-0100	Tek84 Intercept Whole Body Security Scanning System	\$ 122,750.00	\$ 122,750.00
		High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 8.0 uSv		
		Tethered Ethernet Connected Work Station with 27" Vertically Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva		
1	INT-WARRANTY	One Year Parts and Labor on Entire System from Time of Installation	Included	Included
1	INT-INSTALL	1/2 Day Installation	Included	Included
		Subtotal		\$ 122,750.00
		Tax @ 8.75%		\$ 10,740.63
		Total		\$ 133,490.63
Non-Taxable				
1	INT-Shipping	Freight from San Diego, CA to Riverside, CA 92503	\$ 1,500.00	\$ 1,500.00
1	INT-Training	2.5 days Formal, classroom, on-site	\$ 6,250.00	\$ 6,250.00
3	INT-EXT-WAR	Additional Extended Warranty - Per year, Per machine (Discounted Rate - \$40,000 for Five Years)	\$ 8,500.00	\$ 25,500.00
		Sub Total		\$ 166,740.63

A.3 WARRANTY AND SUPPORT

A. INITIAL WARRANTY AND SUPPORT

Initial one year Warranty and Support is included in the Purchase Price. CONTRACTOR will provide Initial Warranty and Support beginning on the installation date and expiring at the date provided on the applicable order or signed quote. If no date is provided, then expiration is one year from installation date.

B. INITIAL WARRANTY AND SUPPORT INCLUDES:
(i) installation. (ii) initial operator training, (iii) 24- 7 technical phone support (iv) on-site repair during normal working hours; (v) replacement parts; (vi) labor expense;(vii) travel expenses and (viii) annual preventative maintenance inspection including radiation survey.

C. CONTINUING WARRANTY AND SUPPORT

COUNTY may purchase Continuing Warranty and Support Services from Seller prior to the expiration of the Initial Warranty and Support. Covered items are same as the initial warranty and support.

D. EXCLUDED REPAIRS

The foregoing Initial and Continuing Warranty and Support shall not apply to any products or parts of products which have been (a) repaired or altered by any party other than authorized Seller, (b) subjected to misuse, negligence, or accident, including, without limitation, physical damage to the outer enclosure, internal damage by physical breaching of the outer enclosure, dropping or overturning the apparatus, damage to the touchscreen monitor, acts of God such as earthquake, flood, building collapse, and vermin infestation, damage by unauthorized service personnel, or intentional or other gross damage outside the scope of normal operation, or, (c) used in a manner or application other than recommended by Seller.

A.4 METHOD, TIME, AND CONDITIONS OF PAYMENT

A. CONTRACTOR will be paid the actual amount of the approved invoice. COUNTY may delay payment if the required supporting documentation is not provided or other requirements are not met.

B. All payment claims shall be submitted on a monthly basis no later than thirty (30) days after the end of each month in which the services were provided. Each payment claiming period shall consist of a calendar month. All complete claims submitted in a timely manner shall be processed within forty-five (45) calendar days.

C. As applicable for payment requests, CONTRACTOR shall submit completed DPSS Forms 2076A, 2076B (Attachment II).

D. CONTRACTOR invoice estimates for May and June are due no later than June 5. Actual CONTRACTOR invoices for May and June are due no later than July 30.

A.5. CLIENT SHARE OF COST

A. CONTRACTOR shall not charge any client under this Agreement unless it has been determined by COUNTY that the client has a share of cost liability.

B. In those cases where the client owes a share of cost, CONTRACTOR shall be responsible for collecting the share of cost from the client.

A.6 CASH/IN-KIND MATCH

CONTRACTOR shall provide a ten percent (10%) cash and/or in-kind match of the total amount claimed under this Agreement. The match is to be reported to COUNTY using DPSS Form 2076B. California Department of Social Services funding cannot be used as a match.

A.7 CAPITAL EQUIPMENT

- A. All items purchased with funds provided under this Agreement expressly for the purpose of equipment purchases, or those items furnished to CONTRACTOR that have a single unit cost of at least \$100, including sales tax, and a useful life of more than one (1) year, shall be considered capital equipment. The title to all items of capital equipment purchased vests and will remain in COUNTY. If state funding is used, title shall vest and remain with the State of California. If the capital equipment is used for activities besides those required for this Agreement, costs must be prorated accordingly. Upon termination of this Agreement, CONTRACTOR shall immediately return any items of capital equipment to COUNTY or the state or its representative, or dispose of them in accordance with the directions of COUNTY or the State Department of Social Services. CONTRACTOR further agrees to the following:
1. To maintain all items of capital equipment in good working order and condition, normal wear and tear excepted;
 2. To label and number all items of capital equipment, do periodic inventories as required by COUNTY, and maintain an inventory list showing where and how the capital equipment is being used in accordance with procedures developed by COUNTY. All such lists shall be submitted to COUNTY or DSS with ten (10) days of any request therefore; and
 3. To report in writing to COUNTY immediately after discovery, the loss or theft of any items of capital equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report must be submitted to COUNTY.
- B. The purchase of any capital equipment by CONTRACTOR shall require the prior written approval of COUNTY, and shall fulfill the provisions of this Agreement, which are appropriate and directly related to CONTRACTOR's services or activities under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from capital equipment purchased, which are incurred by CONTRACTOR if prior approval has not been obtained from COUNTY.

A.8 CONSUMER PRICE INDEX

No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to COUNTY. COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of this Agreement. Annual increases shall not exceed the Consumer Price Index (CPI) for all consumers, all items for the Los Angeles, Riverside and Orange Counties CA areas and be subject to satisfactory performance review by COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

A.9 FINANCIAL RESOURCES

During the term of this Agreement, CONTRACTOR shall maintain sufficient financial resources necessary to fully perform its obligations. CONTRACTOR confirms there has been no material financial change in CONTRACTOR (including any parent company) since its last financial statement that has resulted in a negative impact to its financial condition.

A.10 DISALLOWANCE

If CONTRACTOR receives payment under this Agreement which is later disallowed by COUNTY for nonconformance with the Agreement, CONTRACTOR shall promptly refund the disallowed amount to COUNTY, or, at its option, COUNTY may offset the amount disallowed from any payment due to CONTRACTOR.

OBJECTIVE: The Department of Public Social Services (DPSS) Children Services Division's Harmony Haven Children & Youth Center provides Riverside County foster youths with a temporary location and care while waiting to obtain a long-term placement. The purchase of the intercept whole-body security scanning system will offer DPSS the necessary equipment and technology to ensure and safety for everyone at the Children's Services Division Harmony Haven Children & Youth Center.

B.1 COUNTY RESPONSIBILITIES

County Shall:

- A. Make a one-time purchase of One (1) Tek84 Intercept Whole-Body Security Scanning System for DPSS Children's Services Division Harmony Haven Children & Youth Center.
- B. DPSS may, based on need, return to the vendor to purchase additional equipment and/or services as deemed needed.

B.2 CONTRACTOR RESPONSIBILITIES

Contractor Shall:

- A. Provide One (1) Tek84 Intercept Whole-Body Security Scanning System that can detect both metallic and nonmetallic threats, including weapons, drugs, cell phones and other contraband. The system shall have the ability to screen from below the feet to above the head revealing items under the clothing and within the body. The Tek84 Intercept Whole-Body Security Scanning System shall also have the ability to record body temperature.
 - 1. The machine shall have the capability to pixelate private body parts.
 - 2. The pixelation should be adjustable to increase or decreased the amount of pixelation as needed.
- B. Ship One (1) Tek84 Intercept Whole-Body Security Scanning System to the DPSS Children's Services Division Harmony Haven Children & Youth Center in Beaumont, CA.
- C. Install One (1) Tek84 Intercept Whole-Body Security Scanning System at the DPSS Children's Services Division Harmony Haven Children & Youth Center in Beaumont, CA in a location identified by DPSS.
- D. Provide Three (3) years of Additional Extended Warranty.
- E. Provide Two and a half (2.5) days of formal, classroom, training at DPSS Children's Services Division Harmony Haven Children & Youth Center in Beaumont, CA at a date and time agreed upon by both Parties.
- F. Provide the following without any additional cost:
 - 1. One Year Parts and Labor on Entire System from Time of Installation.
 - 2. Initial extended warranty for one year included with purchase at zero cost.
- G. Provide additional services, equipment, and/or add-ons identified by DPSS staff at the lowest possible pricing.

HIPAA Business Associate Agreement
Addendum to Contract
Between the County of Riverside and Tek84, Inc.

This HIPAA Business Associate Agreement (the "Addendum") supplements, and is made part of (DPSS-0005107 "Underlying Agreement") between the County of Riverside ("County") and Tek84, Inc. ("Contractor") and shall be effective as of the date the Underlying Agreement is approved by both Parties (the "Effective Date").

RECITALS

WHEREAS, County and Contractor entered into the Underlying Agreement pursuant to which the Contractor provides services to County, and in conjunction with the provision of such services certain protected health information ("PHI") and/or certain electronic protected health information ("ePHI") may be created by or made available to Contractor for the purposes of carrying out its obligations under the Underlying Agreement; and,

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191 enacted August 21, 1996, and the Health Information Technology for Economic and Clinical Health Act ("HITECH") of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 enacted February 17, 2009, and the laws and regulations promulgated subsequent thereto, as may be amended from time to time, are applicable to the protection of any use or disclosure of PHI and/or ePHI pursuant to the Underlying Agreement; and,

WHEREAS, County is a covered entity, as defined in the Privacy Rule; and,

WHEREAS, to the extent County discloses PHI and/or ePHI to Contractor or Contractor creates, receives, maintains, transmits, or has access to PHI and/or ePHI of County, Contractor is a business associate, as defined in the Privacy Rule; and,

WHEREAS, pursuant to 42 USC §17931 and §17934, certain provisions of the Security Rule and Privacy Rule apply to a business associate of a covered entity in the same manner that they apply to the covered entity, the additional security and privacy requirements of HITECH are applicable to business associates and must be incorporated into the business associate agreement, and a business associate is liable for civil and criminal penalties for failure to comply with these security and/or privacy provisions; and,

WHEREAS, the parties mutually agree that any use or disclosure of PHI and/or ePHI must be in compliance with the Privacy Rule, Security Rule, HIPAA, HITECH and any other applicable law; and,

WHEREAS, the parties intend to enter into this Addendum to address the requirements and obligations set forth in the Privacy Rule, Security Rule, HITECH and HIPAA as they apply to Contractor as a business associate of County, including the establishment of permitted and required uses and disclosures of PHI and/or ePHI created or received by Contractor during the course of performing functions, services and activities on behalf of County, and appropriate limitations and conditions on such uses and disclosures;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Definitions.** Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in HITECH, HIPAA, Security Rule and/or Privacy Rule, as may be amended from time to time.
 - A. "Breach" when used in connection with PHI means the acquisition, access, use or disclosure of PHI in a manner not permitted under subpart E of the Privacy Rule which compromises the security or privacy of the PHI, and shall have the meaning given such term in 45 CFR §164.402.
 - (1) Except as provided below in Paragraph (2) of this definition, acquisition, access, use, or disclosure of PHI in a manner not permitted by subpart E of the Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following four factors:
 - (a) The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - (b) The unauthorized person who used the PHI or to whom the disclosure was made;
 - (c) Whether the PHI was actually acquired or viewed; and
 - (d) The extent to which the risk to the PHI has been mitigated.
 - (2) Breach excludes:
 - (a) Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a covered entity or business associate, if such acquisition, access or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under subpart E of the Privacy Rule.
 - (b) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same covered entity, business associate, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted by subpart E of the Privacy Rule.
 - (c) A disclosure of PHI where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 - B. "Business associate" has the meaning given such term in 45 CFR §164.501, including but not limited to a subcontractor that creates, receives, maintains, transmits or accesses PHI on behalf of the business associate.
 - C. "Data aggregation" has the meaning given such term in 45 CFR §164.501.

- D. "Designated record set" as defined in 45 CFR §164.501 means a group of records maintained by or for a covered entity that may include: the medical records and billing records about individuals maintained by or for a covered health care provider; the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or, used, in whole or in part, by or for the covered entity to make decisions about individuals.
- E. "Electronic protected health information" ("ePHI") as defined in 45 CFR §160.103 means protected health information transmitted by or maintained in electronic media.
- F. "Electronic health record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff, and shall have the meaning given such term in 42 USC §17921(5).
- G. "Health care operations" has the meaning given such term in 45 CFR §164.501.
- H. "Individual" as defined in 45 CFR §160.103 means the person who is the subject of protected health information.
- I. "Person" as defined in 45 CFR §160.103 means a natural person, trust or estate, partnership, corporation, professional association or corporation, or other entity, public or private.
- J. "Privacy Rule" means the HIPAA regulations codified at 45 CFR Parts 160 and 164, Subparts A 17 and E.
- K. "Protected health information" ("PHI") has the meaning given such term in 45 CFR §160.103, which includes ePHI.
- L. "Required by law" has the meaning given such term in 45 CFR §164.103.
- M. "Secretary" means the Secretary of the U.S. Department of Health and Human Services 22 ("HHS").
- N. "Security incident" as defined in 45 CFR §164.304 means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- O. "Security Rule" means the HIPAA Regulations codified at 45 CFR Parts 160 and 164, Subparts 27 A and C.
- P. "Subcontractor" as defined in 45 CFR §160.103 means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate.
- Q. "Unsecured protected health information" and "unsecured PHI" as defined in 45 CFR §164.402 means PHI not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified by the Secretary in the guidance issued 34 under 42 USC §17932(h)(2).

2. Scope of Use and Disclosure by Contractor of County's PHI and/or ePHI.

- A. Except as otherwise provided in this Addendum, Contractor may use, disclose, or access PHI and/or ePHI as necessary to perform any and all obligations of Contractor under the Underlying Agreement or to perform functions, activities or services for, or on behalf of, County as specified in this Addendum, if such use or disclosure does not violate HIPAA, HITECH, the Privacy Rule and/or Security Rule.

- B. Unless otherwise limited herein, in addition to any other uses and/or disclosures permitted or authorized by this Addendum or required by law, in accordance with 45 CFR §164.504(e)(2), Contractor may:
- (1) Use PHI and/or ePHI if necessary for Contractor's proper management and administration and to carry out its legal responsibilities; and,
 - (2) Disclose PHI and/or ePHI for the purpose of Contractor's proper management and administration or to carry out its legal responsibilities, only if:
 - (a) The disclosure is required by law; or,
 - (b) Contractor obtains reasonable assurances, in writing, from the person to whom Contractor will Hold such PHI disclose such PHI and/or ePHI that the person will:
 - (i) and/or ePHI in confidence and use or further disclose it only for the purpose for which Contractor disclosed it to the person, or as required by law; and,
 - (ii) Notify Contractor of any instances of which it becomes aware in which the confidentiality of the information has been breached; and,
 - (3) Use PHI to provide data aggregation services relating to the health care operations of County pursuant to the Underlying Agreement or as requested by County; and,
 - (4) De-identify all PHI and/or ePHI of County received by Contractor under this Addendum provided that the de-identification conforms to the requirements of the Privacy Rule and/or 24 Security Rule and does not preclude timely payment and/or claims processing and receipt.
- C. Notwithstanding the foregoing, in any instance where applicable state and/or federal laws and/or regulations are more stringent in their requirements than the provisions of HIPAA, including, but not limited to, prohibiting disclosure of mental health and/or substance abuse records, the applicable state and/or federal laws and/or regulations shall control the disclosure of records.

3. Prohibited Uses and Disclosures.

- A. Contractor may neither use, disclose, nor access PHI and/or ePHI in a manner not authorized by the Underlying Agreement or this Addendum without patient authorization or de-identification of the PHI and/or ePHI and as authorized in writing from County.
- B. Contractor may neither use, disclose, nor access PHI and/or ePHI it receives from County or from another business associate of County, except as permitted or required by this Addendum, or as required by law.
- C. Contractor agrees not to make any disclosure of PHI and/or ePHI that County would be prohibited from making.
- D. Contractor shall not use or disclose PHI for any purpose prohibited by the Privacy Rule, Security Rule, HIPAA and/or HITECH, including, but not limited to 42 USC §17935 and §17936. Contractor agrees:
 - (1) Not to use or disclose PHI for fundraising, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.514(f) or 45 CFR §164.508;

- (2) Not to use or disclose PHI for marketing, as defined in 45 CFR §164.501, unless pursuant to the Underlying Agreement and only if permitted by and in compliance with the requirements of 45 CFR §164.508(a)(3);
- (3) Not to disclose PHI, except as otherwise required by law, to a health plan for purposes of carrying out payment or health care operations, if the individual has requested this restriction pursuant to 42 USC §17935(a) and 45 CFR §164.522, and has paid out of pocket in full for the health care item or service to which the PHI solely relates; and,
- (4) Not to receive, directly or indirectly, remuneration in exchange for PHI, or engage in any act that would constitute a sale of PHI, as defined in 45 CFR §164.502(a)(5)(ii), unless permitted by the Underlying Agreement and in compliance with the requirements of a valid authorization under 45 CFR §164.508(a)(4). This prohibition shall not apply to payment by County to Contractor for services provided pursuant to the Underlying Agreement.

4. Obligations of County.

- A. County agrees to make its best efforts to notify Contractor promptly in writing of any restrictions on the use or disclosure of PHI and/or ePHI agreed to by County that may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- B. County agrees to make its best efforts to promptly notify Contractor in writing of any changes in, or revocation of, permission by any individual to use or disclose PHI and/or ePHI, if such changes or revocation may affect Contractor's ability to perform its obligations under the Underlying Agreement, or this Addendum.
- C. County agrees to make its best efforts to promptly notify Contractor in writing of any known limitation(s) in its notice of privacy practices to the extent that such limitation may affect Contractor's use or disclosure of PHI and/or ePHI.
- D. County agrees not to request Contractor to use or disclose PHI and/or ePHI in any manner that would not be permissible under HITECH, HIPAA, the Privacy Rule, and/or Security Rule.
- E. County agrees to obtain any authorizations necessary for the use or disclosure of PHI and/or ePHI, so that Contractor can perform its obligations under this Addendum and/or Underlying Agreement.

5. Obligations of Contractor. In connection with the use or disclosure of PHI and/or ePHI, Contractor agrees to:

- A. Use or disclose PHI only if such use or disclosure complies with each applicable requirement of 45 CFR §164.504(e). Contractor shall also comply with the additional privacy requirements that are applicable to covered entities in HITECH, as may be amended from time to time.
- B. Not use or further disclose PHI and/or ePHI other than as permitted or required by this Addendum or as required by law. Contractor shall promptly notify County if Contractor is required by law to disclose PHI and/or ePHI.
- C. Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI and/or ePHI other than as provided for by this Addendum.
- D. Mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of PHI and/or ePHI by Contractor in violation of this Addendum.

- E. Report to County any use or disclosure of PHI and/or ePHI not provided for by this Addendum or otherwise in violation of HITECH, HIPAA, the Privacy Rule, and/or Security Rule of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410.
- F. In accordance with 45 CFR §164.502(e)(1)(ii), require that any subcontractors that create, receive, maintain, transmit or access PHI on behalf of the Contractor agree through contract to the same restrictions and conditions that apply to Contractor with respect to such PHI and/or ePHI, including the restrictions and conditions pursuant to this Addendum.
- G. Make available to County or the Secretary, in the time and manner designated by County or Secretary, Contractor's internal practices, books and records relating to the use, disclosure and privacy protection of PHI received from County, or created or received by Contractor on behalf of County, for purposes of determining, investigating or auditing Contractor's and/or County's compliance with the Privacy Rule.
- H. Request, use or disclose only the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure in accordance with 42 USC §17935(b) and 45 CFR §164.502(b)(1).
- I. Comply with requirements of satisfactory assurances under 45 CFR §164.512 relating to notice or qualified protective order in response to a third party's subpoena, discovery request, or other lawful process for the disclosure of PHI, which Contractor shall promptly notify County upon Contractor's receipt of such request from a third party.
- J. Not require an individual to provide patient authorization for use or disclosure of PHI as a condition for treatment, payment, enrollment in any health plan (including the health plan administered by County), or eligibility of benefits, unless otherwise excepted under 45 CFR §164.508(b)(4) and authorized in writing by County.
- K. Use appropriate administrative, technical and physical safeguards to prevent inappropriate use, disclosure, or access of PHI and/or ePHI.
- L. Obtain and maintain knowledge of applicable laws and regulations related to HIPAA and HITECH, as may be amended from time to time.
- M. Comply with the requirements of the Privacy Rule that apply to the County to the extent Contractor is to carry out County's obligations under the Privacy Rule.
- N. Take reasonable steps to cure or end any pattern of activity or practice of its subcontractor of which Contractor becomes aware that constitute a material breach or violation of the subcontractor's obligations under the business associate contract with Contractor, and if such steps are unsuccessful, Contractor agrees to terminate its contract with the subcontractor if feasible.

6. Access to PHI, Amendment and Disclosure Accounting. Contractor agrees to:

- A. **Access to PHI, including ePHI.** Provide access to PHI, including ePHI if maintained electronically, in a designated record set to County or an individual as directed by County, within five (5) days of request from County, to satisfy the requirements of 45 CFR §164.524.
- B. **Amendment of PHI.** Make PHI available for amendment and incorporate amendments to PHI in a designated record set County directs or agrees to at the request of an individual, within fifteen (15) days of receiving a written request from County, in accordance with 45 CFR §164.526.

C. **Accounting of disclosures of PHI and electronic health record.** Assist County to fulfill its obligations to provide accounting of disclosures of PHI under 45 CFR §164.528 and, where applicable, electronic health records under 42 USC §17935(c) if Contractor uses or maintains electronic health records. Contractor shall:

- (1) Document such disclosures of PHI and/or electronic health records, and information related to such disclosures, as would be required for County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record in accordance with 45 CFR §164.528.
- (2) Within fifteen (15) days of receiving a written request from County, provide to County or any individual as directed by County information collected in accordance with this section to permit County to respond to a request by an individual for an accounting of disclosures of PHI and/or electronic health record.
- (3) Make available for County information required by this Section 6.C for six (6) years preceding the individual's request for accounting of disclosures of PHI, and for three (3) years preceding the individual's request for accounting of disclosures of electronic health record.

7. **Security of ePHI.** In the event County discloses ePHI to Contractor or Contractor needs to create, receive, maintain, transmit or have access to County ePHI, in accordance with 42 USC §17931 and 45 CFR §164.314(a)(2)(i), and §164.306, Contractor shall:

- A. Comply with the applicable requirements of the Security Rule, and implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of ePHI that Contractor creates, receives, maintains, or transmits on behalf of County in accordance with 45 CFR §164.308, §164.310, and §164.312;
- B. Comply with each of the requirements of 45 CFR §164.316 relating to the implementation of policies, procedures and documentation requirements with respect to ePHI;
- C. Protect against any reasonably anticipated threats or hazards to the security or integrity of ePHI;
- D. Protect against any reasonably anticipated uses or disclosures of ePHI that are not permitted or required under the Privacy Rule;
- E. Ensure compliance with the Security Rule by Contractor's workforce;
- F. In accordance with 45 CFR §164.308(b)(2), require that any subcontractors that create, receive, maintain, transmit, or access ePHI on behalf of Contractor agree through contract to the same restrictions and requirements contained in this Addendum and comply with the applicable requirements of the Security Rule;
- G. Report to County any security incident of which Contractor becomes aware, including breaches of unsecured PHI as required by 45 CFR §164.410; and,
- H. Comply with any additional security requirements that are applicable to covered entities in Title 42 (Public Health and Welfare) of the United States Code, as may be amended from time to time, including but not limited to HITECH.

8. **Breach of Unsecured PHI.** In the case of breach of unsecured PHI, Contractor shall comply with the applicable provisions of 42 USC §17932 and 45 CFR Part 164, Subpart D, including but not limited to 45 CFR §164.410.

A. **Discovery and notification.** Following the discovery of a breach of unsecured PHI, Contractor shall notify County in writing of such breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach, except as provided in 45 CFR §164.412.

(1) **Breaches treated as discovered.** A breach is treated as discovered by Contractor as of the first day on which such breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor, which includes any person, other than the person committing the breach, who is an employee, officer, or other agent of Contractor (determined in accordance with the federal common law of agency).

(2) **Content of notification.** The written notification to County relating to breach of unsecured PHI shall include, to the extent possible, the following information if known (or can be reasonably obtained) by Contractor:

(a) The identification of each individual whose unsecured PHI has been, or is reasonably believed by Contractor to have been accessed, acquired, used or disclosed during the breach;

(b) A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known;

(c) A description of the types of unsecured PHI involved in the breach, such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved;

(d) Any steps individuals should take to protect themselves from potential harm resulting from the breach;

(e) A brief description of what Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and,

(f) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.

B. **Cooperation.** With respect to any breach of unsecured PHI reported by Contractor, Contractor shall cooperate with County and shall provide County with any information requested by County to enable County to fulfill in a timely manner its own reporting and notification obligations, including but not limited to providing notice to individuals, prominent media outlets and the Secretary in accordance with 42 USC §17932 and 45 CFR §164.404, §164.406 and §164.408.

C. **Breach log.** To the extent breach of unsecured PHI involves less than 500 individuals, Contractor shall maintain a log or other documentation of such breaches and provide such log or other documentation on an annual basis to County not later than fifteen (15) days after the end of each calendar year for submission to the Secretary.

- D. **Delay of notification authorized by law enforcement.** If Contractor delays notification of breach of unsecured PHI pursuant to a law enforcement official's statement that required notification, notice or posting would impede a criminal investigation or cause damage to national security, Contractor shall maintain documentation sufficient to demonstrate its compliance with the requirements of 45 CFR §164.412.
- E. **Payment of costs.** With respect to any breach of unsecured PHI caused solely by the Contractor's failure to comply with one or more of its obligations under this Addendum and/or the provisions of HITECH, HIPAA, the Privacy Rule or the Security Rule, Contractor agrees to pay any and all costs associated with providing all legally required notifications to individuals, media outlets, and the Secretary. This provision shall not be construed to limit or diminish Contractor's obligations to indemnify, defend and hold harmless County under Section 9 of this Addendum.
- F. **Documentation.** Pursuant to 45 CFR §164.414(b), in the event Contractor's use or disclosure of PHI and/or ePHI violates the Privacy Rule, Contractor shall maintain documentation sufficient to demonstrate that all notifications were made by Contractor as required by 45 CFR Part 164, Subpart D, or that such use or disclosure did not constitute a breach, including Contractor's completed risk assessment and investigation documentation.
- G. **Additional State Reporting Requirements.** The parties agree that this Section 8.G applies only if and/or when County, in its capacity as a licensed clinic, health facility, home health agency, or hospice, is required to report unlawful or unauthorized access, use, or disclosure of medical information under the more stringent requirements of California Health & Safety Code §1280.15. For purposes of this Section 8.G, "unauthorized" has the meaning given such term in California Health & Safety Code §1280.15(j)(2).
- (1) Contractor agrees to assist County to fulfill its reporting obligations to affected patients and to the California Department of Public Health ("CDPH") in a timely manner under the California Health & Safety Code §1280.15.
 - (2) Contractor agrees to report to County any unlawful or unauthorized access, use, or disclosure of patient's medical information without unreasonable delay and no later than two (2) business days after Contractor detects such incident. Contractor further agrees such report shall be made in writing, and shall include substantially the same types of information listed above in Section 8.A.2 (Content of Notification) as applicable to the unlawful or unauthorized access, use, or disclosure as defined above in this section, understanding and acknowledging that the term "breach" as used in Section 8.A.2 does not apply to California Health & Safety Code §1280.15.

9. Hold Harmless/Indemnification.

- A. Contractor agrees to indemnify and hold harmless County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of Contractor, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Addendum, including but not limited to property damage, bodily injury, death, or any other element of any kind or nature whatsoever arising from the performance of Contractor, its officers, agents, employees, subcontractors, agents or representatives from this Addendum. Contractor shall defend, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, defense and settlements or awards, of County, all Agencies, Districts, Special Districts and Departments of County, their respective directors, officers, Board of Supervisors, elected and appointed

officials, employees, agents or representatives in any claim or action based upon such alleged acts or omissions.

- B. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their choice, subject to the approval of County, which shall not be unreasonably withheld, and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to County as set forth herein. Contractor's obligation to defend, indemnify and hold harmless County shall be subject to County having given Contractor written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at Contractor's expense, for the defense or settlement thereof. Contractor's obligation hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal relieving County from any liability for the action or claim involved.
- C. The specified insurance limits required in the Underlying Agreement of this Addendum shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless County herein from third party claims arising from issues of this Addendum.
- D. In the event there is conflict between this clause and California Civil Code §2782, this clause shall be interpreted to comply with Civil Code §2782. Such interpretation shall not relieve the Contractor from indemnifying County to the fullest extent allowed by law.
- E. In the event there is a conflict between this indemnification clause and an indemnification clause contained in the Underlying Agreement of this Addendum, this indemnification shall only apply to the subject issues included within this Addendum.

10. Term. This Addendum shall commence upon the Effective Date and shall terminate when all PHI and/or ePHI provided by County to Contractor, or created or received by Contractor on behalf of County, is destroyed or returned to County, or, if it is infeasible to return or destroy PHI and/ePHI, protections are extended to such information, in accordance with section 11.B of this Addendum.

11. Termination.

- A. **Termination for Breach of Contract.** A breach of any provision of this Addendum by either party shall constitute a material breach of the Underlying Agreement and will provide grounds for terminating this Addendum and the Underlying Agreement with or without an opportunity to cure the breach, notwithstanding any provision in the Underlying Agreement to the contrary. Either party, upon written notice to the other party describing the breach, may take any of the following actions:
 - (1) Terminate the Underlying Agreement and this Addendum, effective immediately, if the other party breaches a material provision of this Addendum.
 - (2) Provide the other party with an opportunity to cure the alleged material breach and in the event the other party fails to cure the breach to the satisfaction of the non-breaching party in a timely manner, the non-breaching party has the right to immediately terminate the Underlying Agreement and this Addendum.
 - (3) If termination of the Underlying Agreement is not feasible, the breaching party, upon the request of the non-breaching party, shall implement, at its own expense, a plan to cure the breach and report regularly on its compliance with such plan to the non-breaching party.

B. Effect of Termination.

- (1) Upon termination of this Addendum, for any reason, Contractor shall return or, if agreed to in writing by County, destroy all PHI and/or ePHI received from County, or created or received by the Contractor on behalf of County, and, in the event of destruction, Contractor shall certify such destruction, in writing, to County. This provision shall apply to all PHI and/or ePHI which are in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of PHI and/or ePHI, except as provided below in paragraph (2) of this section.
- (2) In the event that Contractor determines that returning or destroying the PHI and/or ePHI is not feasible, Contractor shall provide written notification to County of the conditions that make such return or destruction not feasible. Upon determination by Contractor that return or destruction of PHI and/or ePHI is not feasible, Contractor shall extend the protections of this Addendum to such PHI and/or ePHI and limit further uses and disclosures of such PHI and/or ePHI to those purposes which make the return or destruction not feasible, for so long as Contractor maintains such PHI and/or ePHI.

12. General Provisions.

- A. **Retention Period.** Whenever Contractor is required to document or maintain documentation pursuant to the terms of this Addendum, Contractor shall retain such documentation for 6 years from the date of its creation or as otherwise prescribed by law, whichever is later.
- B. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for County to comply with HITECH, the Privacy Rule, Security Rule, and HIPAA generally.
- C. **Survival.** The obligations of Contractor under Sections 3, 5, 6, 7, 8, 9, 11.B and 12.A of this Addendum shall survive the termination or expiration of this Addendum.
- D. **Regulatory and Statutory References.** A reference in this Addendum to a section in HITECH, HIPAA, the Privacy Rule and/or Security Rule means the section(s) as in effect or as amended.
- E. **Conflicts.** The provisions of this Addendum shall prevail over any provisions in the Underlying Agreement that conflict or appear inconsistent with any provision in this Addendum.
- F. **Interpretation of Addendum.**
 - (1) This Addendum shall be construed to be part of the Underlying Agreement as one document. The purpose is to supplement the Underlying Agreement to include the requirements of the Privacy Rule, Security Rule, HIPAA and HITECH.
 - (2) Any ambiguity between this Addendum and the Underlying Agreement shall be resolved to permit County to comply with the Privacy Rule, Security Rule, HIPAA and HITECH generally.

G. **Notices to County.** All notifications required to be given by Contractor to County pursuant to the terms of this Addendum shall be made in writing and delivered to the County both by fax and to both of the addresses listed below by either registered or certified mail return receipt requested or guaranteed overnight mail with tracing capability, or at such other address as County may hereafter designate. All notices to County provided by Contractor pursuant to this Section shall be deemed given or made when received by County.

County HIPAA Privacy Officer: HIPAA Privacy Manager

County HIPAA Privacy Officer Address: P.O. Box 1569
Riverside, CA 92502

County HIPAA Privacy Officer Fax Number: (951) 955-HIPAA or (951) 955-4472

— — — — — **TO BE COMPLETED BY COUNTY PERSONNEL ONLY** — — — — —

County Departmental Officer: _____

County Departmental Officer Title: _____

County Department Address: _____

County Department Fax Number: _____

County of Riverside BAA 09/2013

Attachment II – DPSS 2076A, DPSS 2076B & Instructions

COUNTY OF RIVERSIDE
DEPARTMENT OF PUBLIC SOCIAL SERVICES

CONTRACTOR PAYMENT REQUEST

To: Riverside COUNTY
Department of Public Social Services
Attn: Management Reporting Unit
4060 COUNTY Circle Drive
Riverside, CA 92503

From: _____
Remit to Name

Address

City, State and Zip Code

Contract Number

Total amount requested _____ for the period of _____ 20 _____

Select Payment Type(s) Below:

Advance Payment (if allowed by Contract/MOU) \$ _____ Actual Payment \$ _____
(Same amount as 2076B if needed)

Unit of Service Payment \$ _____
_____ (# of Units) x _____ (Unit Price) = (\$) _____
_____ (# of Units) x _____ (Unit Price) = (\$) _____
_____ (# of Units) x _____ (Unit Price) = (\$) _____
_____ (# of Units) x _____ (Unit Price) = (\$) _____
_____ (# of Units) x _____ (Unit Price) = (\$) _____

Any questions regarding this request should be directed to and authorized by:

Name Phone Number

FOR DPSS USE ONLY (DO NOT WRITE BELOW THIS LINE)

If amount authorized is different from the amount requested, please explain:

MRU Authorization Date

Amount Authorized

Invoice Number

PO Number

DEPARTMENT OF PUBLIC SOCIAL SERVICES FORMS

Mailing Instructions: When completed, these forms will summarize all of your claims for payment. Your Claims Packet will include DPSS 2076A, 2076B (if required), invoices, payroll verification, and copies of canceled checks attached, receipts, bank statements, sign-in sheets, daily logs, mileage logs, and other back-up documentation needed to comply with Contract/MOU.

Mail Claims Packet to address shown on upper left corner of DPSS 2076A.
[see method, time, and schedule/condition of payments].
(Please type or print information on all DPSS Forms.)

DPSS 2076A
CONTRACTOR PAYMENT REQUEST

"Remit to Name"
The legal name of your agency.

"Address" "City, State, and Zip Code"
The remit to address used when this contract was established for your agency. All address changes must be submitted for processing prior to use.

"Contract Number"
Can be found on the first page of your contract.

"Amount Requested"
Fill in the total amount and billing period you are requesting payment for.

"Payment Type"
Check the box and enter the dollar amount for the type(s) of payment(s) you are requesting payment for.

"Any questions regarding..."
Fill in the name and phone number of the person to be contacted should any questions arise regarding your request for payment.

EVERYTHING BELOW THE THICK SOLID LINE IS FOR DPSS USE ONLY AND SHOULD BE LEFT BLANK.

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.

If more space is needed, please attach additional page(s).

Emergency procurement shall be defined as a sudden and/or unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss of impairment of life, health, property, or essential public services. (Please attach itemized quote or invoice if available).

Agency/Department: DPSS – Harmony Haven

Total Dollar Amount: \$167,287.50

Vendor Name: Tek 84

Vendor #: 0000237837

Date of Incident: Ongoing

Location of Incident: Harmony Haven

1. State the goods, services, or equipment which will mitigate the emergency situation: DPSS needs to purchase a Tek84 Intercept Whole Body Security Scanning System to be installed at Harmony Haven.

2. State the reason for the emergency purchase by explaining what the emergency is and/or what caused the emergency situation:

Harmony Haven is a 120-acre facility purchased by the County in June 2023 as a temporary, emergency shelter for foster youth pending placement. The facility consists of several cottages to house and provide the necessary services needed to provide stability and security for foster youth while pending a long-term placement.

There have been multiple situations of youth bringing weapons, drugs and other paraphernalia into the facility. These are occurring weekly and staff and other foster youth have expressed safety concerns.

The Whole Body Scanning System will ensure the ongoing safety and security of staff and personnel, as well as peace of mind.

DPSS Facilities staff have identified a temporary location in the Gym located on the property to house the scanning system. Current contracted security guard personnel will be trained to use the system and interpret scan results.

EMERGENCY JUSTIFICATION

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If more space is needed, please attach additional page(s).

DPSS Facilities is working with County Facilities to identify a permanent location on the property once current renovations are complete.

3. State the financial or operational damage/risk that will occur if needs are not satisfied immediately:

The security and safety of staff and youth at Harmony Haven is a top priority for DPSS and County executives. Staff have expressed concern about ongoing situations of dangerous weapons, drugs and other paraphernalia brought into Harmony Haven. Safe operation of Harmony Haven requires additional security support that can be provided by the Whole-Body Scanning System.

4. State why the needs were not or could not be anticipated, so that the goods/services could have been purchased following standard procedures:

The Harmony Haven Children and Youth Center is a new facility operated by DPSS. Many of the risks of operating the Harmony Haven could have not been anticipated as the youth have developed strategies to hide drugs, weapons, and paraphernalia and are generally not found until an incident has occurred or detailed body search.

A formal bid solicitation or piggyback option off the current Probation Department contract would increase the time to purchase the item. DPSS and County executives are requesting the purchase and installation as quickly as possible.

5. State the reason and process used for selecting the vendor (Attach all quotes/proposals received, if applicable):

The contractor, Tek84, is used at the County of Riverside by the Probation and Sheriff's departments. Based on success and performance of the machine as indicated by these departments, it is very beneficial for DPSS to purchase this equipment. The installation requirements are a 'plug and play'. It is a mobile device that allows flexibility to move the full body scanner from one building to another to accommodate current or upcoming renovations of the site building.

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.
If more space is needed, please attach additional page(s).

DPSS will begin work immediately on a contract and Form 11 to ratify this "Urgent Request" for purchase for Harmony Haven. The anticipated Board date is April 30, 2024.



Department/Asst. or Deputy Head Signature

Title: Director

Date: 03/05/2024

Purchasing Department Comments:

It is the departments responsibility to insure selected vendor meets all legal and contractual requirements for this purchase. Approved Board of Supervisors Minute Order number should be included in any PO issued for tracking purposes and can be added after ratification is recieved.

Approve

Approve with Condition/s

Disapprove

Melissa Curtis

3/25/2024

24-214

Purchasing Agent

Date

SSJ Tracking #

You will need a Sole Source Justification (SSJ) control number for this emergency purchase. Only the Director of Purchasing, Assistant Director or Purchasing Manager can approve the SSJ control number.

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.
If more space is needed, please attach additional page(s).

ATTACHMENT A

CENTRAL PURCHASING STAFF WHO CAN VERBALLY APPROVE EMERGENCY PURCHASES

Please attempt to contact via the chain of command below:

Contact	Title	Email	Telephone
Meghan Hahn	Director of Procurement & Fleet Services	MEhahn@rivco.org	Office: (951) 955-4937

EMERGENCY JUSTIFICATION

This questionnaire has been designed to assist County of Riverside staff in providing information necessary in the processing of emergency requests for the purchase of goods, services, or equipment. Please complete and forward to Central Purchasing.
If more space is needed, please attach additional page(s).



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
3450 14th Street, Suite 420
Riverside, CA 92501
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Packaging Slip showing P.O. number and contents must accompany each shipment. 2. No charge for packaging or drayage will be allowed except when specified in order. 3. No partial billings except when specified in the order. 4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER. | <ol style="list-style-type: none"> 5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT. 6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted. 7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes 8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work |
|--|---|

DEPT OF PUBLIC SOCIAL SERVICES

DPSS County of Riverside
MATERIAL MANAGEMENT
731 Palmyrita Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order DPARC-0000051394	Date 2024-03-06	Revision
Payment Terms Net 30	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer Myra Vigil	Phone	Currency

Vendor: 0000237837
Tek84 Inc
13495 Gregg St
Poway CA 92064
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: DPSS Internal Services
DPSS Internal Services
4060 County Cir, 2nd Floor
Riverside CA 92503
United States

Tax Exempt?	Line- Sch	Item/Description	Tax Exempt ID: Mfg ID	Quantity	UOM	Replenishment Option: Standard PO Price	Extended Amt	Due Date
	1 - 1	Part# SSD-018-0100; Tek84 Intercept Whole Body Security Scanning System		1.00		122750.00	122750.00	04/05/2024
						SUT Code: SC8 (8.75%)	10740.63	

Ship To: 1476-37201
DPSS-Finance & Forecasting
DPSS Harmony Haven
14700 Manzanita Park Rd.
Beaumont CA 92223
United States

Schedule Total 133490.63

Please ship to:

HARMONY HAVEN
14700 Manzanita Park Rd.
Beaumont, CA 92223

DPSS Facilities contact:
Requester: Anthony Edwards; 951-637-3000; anedward@rivco.org
Requester: Ronald Creekbaum; 951-358-6638; rcreekba@rivco.org

High Strength Aluminum Unibody Frame. 106Kv Monoblock Oil Cooled Generator. 34" X 72" X 90" (79" top removed) foot print. 4 Second Scan Time. Variable Scanning Dosage from 0.25 uSv to 2.0 uSv

Tethered Ethernet Connected Work Station with 27" Vertically

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
3450 14th Street, Suite 420
Riverside, CA 92501
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

- | | |
|--|---|
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|--|---|

DEPT OF PUBLIC SOCIAL SERVICES

DPSS County of Riverside
MATERIAL MANAGEMENT
731 Palmyrita Ave
Riverside CA 92507
United States

Dispatch Via Email		
Purchase Order DPARC-0000051394	Date 2024-03-06	Revision
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Buyer Myra Vigil	Phone	Currency

Vendor: 0000237837
Tek84 Inc
13495 Gregg St
Poway CA 92064
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: DPSS Internal Services
DPSS Internal Services
4060 County Cir, 2nd Floor
Riverside CA 92503
United States

Tax Exempt?

Tax Exempt ID:
Mfg ID

Replenishment Option: Standard

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
	Mounted Touch Screen Monitor. PC with Win OS and (2) 1 TB HDD. RAID. 1 million image storage capacity. Transportable on Built in Heavy Duty Caster System. Corner Mounting Feet. 16 million Grey Scale Levels. 110 V/60hz. 1Kva					
				Item Total	<u>133490.63</u>	
2 - 1	INT-Shipping	1.00		1500.00	1500.00	04/05/2024
	Ship To:					
		6382-37200				
		DPSS Internal Services				
		DPSS Internal Services				
		4060 County Cir, 2nd Floor				
		Riverside CA 92503				
		United States				
				Schedule Total	<u>1500.00</u>	
				Item Total	<u>1500.00</u>	
3 - 1	INT-Training-2.5 days formal, classroom, on-site	1.00		6250.00	6250.00	04/05/2024
	Ship To:					
		6382-37200				
		DPSS Internal Services				
		DPSS Internal Services				
		4060 County Cir, 2nd Floor				
		Riverside CA 92503				

Authorized Signature

Myra A. Vigil



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
 3450 14th Street, Suite 420
 Riverside, CA 92501
 Phone: (951) 955-4937
 Fax: (951) 955-3730

PURCHASE ORDER

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DEPT OF PUBLIC SOCIAL SERVICES

DPSS County of Riverside
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 731 Palmyrita Ave
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Buyer Myra Vigil	Phone	Currency

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 Tek84 Inc
 13495 Gregg St
 Poway CA 92064
 United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: DPSS Internal Services
 DPSS Internal Services
 4060 County Cir, 2nd Floor
 Riverside CA 92503
 United States

Tax Exempt?		Tax Exempt ID:			Replenishment Option: Standard			
Line-	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date	
		United States						
Schedule Total						6250.00		
	INT-Warranty-included-one year parts and labor on entire system from the time of installation							
	INT-Install-included- 1/2 day installation							
Item Total						6250.00		
4 - 1	Additional Extended Warranty - Per year, Per machine		3.00		8500.00	25500.00	04/05/2024	

Ship To: 6382-37200
 DPSS Internal Services
 DPSS Internal Services
 4060 County Cir, 2nd Floor
 Riverside CA 92503
 United States

Schedule Total 25500.00

Initial and Extended Warranty/Service Agreement, Per Year Includes:

1. Coverage of all repair parts, labor, and shipping as needed for the continuous operation of the Intercept.
2. One (1) Preventative Maintenance visit for review, inspection, and potential replacement of all wear components before their end of life.
3. Software system review to ensure the system is operating at the latest level of software. This applies to software upgrades that do not require hardware upgrades and is a courtesy check. Any software change made will be authorized and reviewed with the customer before doing so.

Authorized Signature

Myra A. Vigil



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
3450 14th Street, Suite 420
Riverside, CA 92501
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

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DEPT OF PUBLIC SOCIAL SERVICES

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Buyer Myra Vigil	Phone	Currency

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Tek84 Inc
13495 Gregg St
Poway CA 92064
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: DPSS Internal Services
DPSS Internal Services
4060 County Cir, 2nd Floor
Riverside CA 92503
United States

Line-Sch	Item/Description	Tax Exempt?	Tax Exempt ID: Mfg ID	Quantity	UOM	Replenishment Option: Standard PO Price	Extended Amt	Due Date
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4. One (1) Radiation Safety Survey of the Intercept as required by ANSI regulations. Note- State regulations vary and may require independent verification of radiation emissions. Please check with your State's governing body to ensure compliance.

Item Total 25500.00

Total SUT Code SC8 (8.75%) 10740.63

VENDOR QUOTE: 2024-03-03
VENDOR REP: Brian Amos; 916-606-0733; brian.amos@tek84.com

This Purchase Order is being issued at the request of the County of Riverside, Department of Public Social Services (DPSS) on behalf of the DPSS Facilities Department.

DPSS is seeking the procure a Tek84 Intercept Whole Body Security Scanning System to be installed at Harmony Haven.

DPSS Facilities:
Requester: Anthony Edwards; 951-637-3000; anedward@rivco.org
Requester: Ronald Creekbaum; 951-358-6638; rcreekba@rivco.org

Location: Harmony Haven Children & Youth Center; 14700 Manzanita Park Rd. Beaumont, CA 92223

Budget:
Project #: 23/24-0243
DPSS Program: Children's Services Division
Funding: ARPA;
Funded by: Tino Sam

Authorized Signature
Myra A. Vigil



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
3450 14th Street, Suite 420
Riverside, CA 92501
Phone: (951) 955-4937
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PURCHASE ORDER

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United States

Tax Exempt?

Tax Exempt ID:

Replenishment Option: Standard

Line- Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30.

INVOICES - Invoice(s) for POs shall be submitted via email to DPSS at: DPSS_Accounts_Payable@rivco.org

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

RIVERSIDE COUNTY CLAUSE #21 - The County reserves the right to cancel the unexpended balance of this order at any time.

RIVERSIDE COUNTY CLAUSE #43 - Vendor shall provide 30 days advance written notice of any increase in price.

RIVERSIDE COUNTY CLAUSE#38 - In accepting this order, the vendor certifies that prices are the lowest offered any comparable customers and the County will be given the benefit of any lower prices.

RIVERSIDE COUNTY CLAUSE #44- In the event of contradiction, b.

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
3450 14th Street, Suite 420
Riverside, CA 92501
Phone: (951) 955-4937
Fax: (951) 955-3730

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DEPT OF PUBLIC SOCIAL SERVICES

DPSS County of Riverside
MATERIAL MANAGEMENT
731 Palmyrita Ave
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Buyer Myra Vigil	Phone	Currency

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Tek84 Inc
13495 Gregg St
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Ship To: See Detail Below

Attention: Not Specified

Bill To: DPSS Internal Services
DPSS Internal Services
4060 County Cir, 2nd Floor
Riverside CA 92503
United States

Tax Exempt?

Line- Item/Description
Sch

Tax Exempt ID:

Mfg ID

Replenishment Option: Standard

PO Price Extended Amt Due Date

Myra Vigil, CPPB Date 3/6/2024
Buyer II
DPSS- Purchasing
Phone: (951) 556-0324
Email: myvigil@rivco.org

Total PO Amount 166740.63

Authorized Signature

Myra A. Vigil

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



ITEM: 3.41
(ID # 21860)

MEETING DATE:
Tuesday, June 27, 2023

FROM : FACILITIES MANAGEMENT AND Department of Public Social Services :

SUBJECT: FACILITIES MANAGEMENT-REAL ESTATE (FM-RE) AND DEPARTMENT OF PUBLIC SOCIAL SERVICES (DPSS): Adoption of Resolution No. 2023-144 Authorization to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel Numbers: 428-010-019, 428-010-020, 428-020-002, and 428-020-003 by Grant Deed from CHILDHELP, INC., a California non-profit corporation; District 5. CEQA Exempt per State CEQA Guidelines sections 15301, 15061(b)(3), All Districts. [\$26,800,000 - 100% American Recovery Plan Act (ARPA)] (Clerk to file Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find the project is not subject to the California Environmental Quality Act (CEQA) pursuant to California Welfare and Institutions Code Section 5960.3(b) and, additionally and in the alternative, is exempt from CEQA pursuant to State CEQA Guidelines Section 15301, Class 1 - Existing Facilities Exemption; and Section 15061(b)(3), "Common Sense" Exemption;

Continued on Page 2

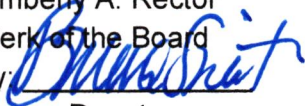
ACTION:Policy, 4/5 Vote Required


Rose Salgado, Director of Facilities Management 6/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: June 27, 2023
xc: FM-RE, DPSS, Recorder

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Adopt Resolution No. 2023-144, Authorization to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel 428-010-019, 428-010-020, 428-020-002, and 428-020-003, by Grant Deed from CHILDHELP, Inc., a California non-profit corporation;
3. Approve Agreement of Purchase and Sale and Joint Escrow Instructions between CHILDHELP, Inc., a California non-profit corporation and the County of Riverside, and authorize the Chair of the Board of Supervisors (Board) to execute said Agreement;
4. Authorize the Director of Facilities Management, or designee, to execute any other documents and administer all actions necessary to complete the transaction;
5. Ratify and authorize reimbursement to FM-RE in the amount not-to-exceed \$150,000 for transactional, due diligence, and staff costs; and
6. Direct the Clerk of the Board to file the Notice of Exemption with the County Clerk within five (5) days of the approval by the Board.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 26,800,000	\$ 0	\$ 26,800,000	\$ 0
NET COUNTY COST	\$ 26,800,000	\$ 0	\$ 26,800,000	\$ 0
SOURCE OF FUNDS: ARPA Funds 100%			Budget Adjustment: No	
			For Fiscal Year: 2023/24	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On May 23, 2023, the Board of Supervisors approved the adoption of Resolution No. 2023-145, Notice of Intention to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003 (Property).

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

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

This item seeks the Board's Authorization to Purchase, along with the approval of the attached purchase agreement, in the amount of Twenty-Six Million Six-Hundred Fifty Thousand Dollars (\$26,650,000), of approximately 119.60 acres of land, facility improvements, and personal property (listed as Exhibit C in the Agreement) which includes a recently installed multi-camera security system in the residential cottage area valued at \$150,000.

The property, which will be referred to as Harmony Haven Children & Youth Center - Riverside County, will be used to fulfill programmatic needs and uses by the Department of Public Social Services Children Services Division and along with other potential and complimentary County program uses.

Resolution No. 2023-144 and the Agreement of Purchase and Sale and Joint Escrow Instructions have been reviewed and approved by County Counsel as to legal form.

Impact on Residents and Businesses

The acquisition of the Property in this unincorporated area of the County will benefit residents, families, and businesses by providing services and jobs in this growing region of the County. The re-use of existing facilities will also bring long-term value to the County.

SUPPLEMENTAL:

Additional Fiscal Information

The following summarizes the funding necessary for the overall acquisition of the Property:

Acquisition:	\$ 26,650,000
Estimated Title and Escrow Charges:	\$ 40,000
Preliminary Title Reports	\$ 5,000
County Appraisal	\$ 25,000
Environmental Studies	\$ 10,000
County Staff Time includes FM-RE, and FM Environmental and County Counsel	\$ 25,000
Building Assessment Survey	\$ 45,000
Total Estimated Acquisition Costs (Not to Exceed)	\$ 26,800,000

All costs associated with the acquisition of this Property by Facilities Management Real Estate Division will be fully reimbursed by American Rescue Plan Act (ARPA) funds in FY 2023/24. A separate Form 11 will be forthcoming to the Board on July 11, 2023 to include a budget adjustment.

ATTACHMENTS

- Aerial Image

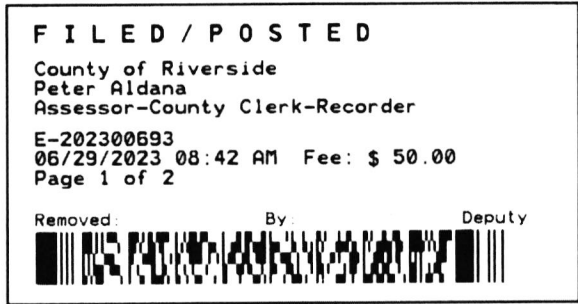
**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

- Resolution No. 2023-144
- Agreement of Purchase and Sale and Joint Escrow Instructions
- Notice of Exemption

DC:kt/05242023/016DP/30.941



Aaron Gettis, Deputy County Counsel 6/19/2023



NOTICE OF EXEMPTION

May 25, 2023

Project Name: Authorization to Purchase Real Property by Grant Deed from CHILDHHELP, INC., Assessor's Parcel Numbers (APN) 428-010-019, 428-010-020, 428-020-002, and 428-020-003, Beaumont

Project Number: FM0415100016

Project Location: West of Manzanita Road, south of Seneca Springs Parkway., Beaumont, California, APNs 428-010-019, 428-010-020, 428-020-002, and 428-020-003

Description of Project: On May 23, 2023, the Board of Supervisors approved the adoption of Resolution No. 2023-145, Notice of Intention to Purchase Real Property in the Unincorporated Area of Beaumont, County of Riverside, State of California, Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003 (Property).

Pursuant to County of Riverside Ordinance No. 598 and California Government Code Section 25350, the County published a notice of intention to purchase interests in real property, or any interest therein, that contains the description of the property proposed to be purchased, the price, the seller, and a statement of the time at which the Board would meet to consummate the purchase in accordance with California Government Code Section 6063.

This item seeks Board approval of the attached Purchase Agreement in the amount of Twenty-Six Million Six-Hundred Fifty Thousand Dollars (\$26,650,000) for the purchase of approximately 119.60 acres of Property by the County and for the Department of Public Social Services Welcome Center project. The Property contains approximately ten buildings on a campus like environment that has been used by the property owner, CHILDHHELP, INC. The Department of Public Social Services Child Services Division (DPSS) has been leasing space on the campus to provide public services and now has the opportunity to enhance services by purchasing the property and using the entire facility.

The acquisition of the Property in Beaumont will benefit all Riverside County by providing DPSS a property to care for at-risk and abused children effectively and safely. The re-use and re-purposing of the existing facility will save the County from having to construct a new facility. The purchase of the Property is identified as the proposed project under the California Environmental Quality Act (CEQA). 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

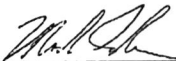
Exempt Status: State CEQA Guidelines Section 15301 Class 1 Existing Facilities Exemption and 15061(b) (3), General Rule or "Common Sense" Exemption. Codified under California Code of Regulations Title 14, Article 5 and 19 Sections 15061 and 15301.

JUN 27 2023 3.41

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 purchase of the Property and continued use of the existing facilities by DPSS.

- **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 purchase of property. The property currently developed with existing facilities that were formerly used by the seller. Upon the completion of purchase, DPSS would incorporate some minor interior improvements to repurpose the facilities for the provision of at risk and abused children. The purchase of the Property will not require physical modifications to the existing building footprints which would increase or expand the use of the site, and is limited to the continued use of the facility in a similar capacity under a different owner; 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 purchase of Property is an administrative function and would not result in direct effects. Indirect effects of the transfer would provide the DPSS ownership of the property, who would complete some minor interior improvements to make the Property functional County use. The purchase of the Property would not result in any direct or indirect physical environmental impacts. 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 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: 5-25-2023
Mike Sullivan, Senior Environmental Planner
County of Riverside

1 Board of Supervisors

County of Riverside

2 Resolution No. 2023-144

3 Authorization to Purchase Real Property

4 in the Unincorporated Area of Beaumont, County of Riverside,
5 State of California, Assessor's Parcel Numbers 428-010-019,
6 428-010-020, 428-020-002, and 428-020-003

7
8 WHEREAS, CHILDHHELP, INC., a California non-profit corporation, ("Seller"), is
9 the owner of certain real property located in the Unincorporated Area of Beaumont,
10 County of Riverside, State of California, containing approximately 119.60 acres of land
11 and improvements, located at 14700 Manzanita Park Road, Beaumont, California,
12 92223, identified within Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-
13 020-002, and 428-020-003 ("Property");

14 WHEREAS, the County of Riverside ("County"), on behalf of the Riverside
15 County Department of Public Social Services ("DPSS"), entered into a lease with the
16 Seller dated August 12, 2022, ("Lease"), to lease a portion of the Property for their
17 Welcome Center Project (Project);

18 WHEREAS, the Lease was amended on December 16, 2022, and again on
19 February 21, 2023, to extend the term and allow time to negotiate a long-term lease for
20 the Project;

21 WHEREAS, the County desires to purchase the Property from the Seller, and
22 Seller desires to sell the Property to County and move forward with the transaction;

23 WHEREAS, the Property includes land and improvements once used as a
24 residential treatment facility for abused children, with 14 buildings including but not
25 limited to a gymnasium, cafeteria, administration building, chapel, barn and
26 dormitories; and

27 WHEREAS, pursuant to California Government Code Section 25350 and
28 Riverside County Ordinance No. 598, the Board of Supervisors adopted Resolution

FORM APPROVED COUNTY COUNSEL
BY: BRADEN J. HOLLY 6/19/23 DATE

1 No. 2023-145, Notice of Intention to Purchase Real Property in the City of Beaumont,
2 County of Riverside, State of California Assessor's Parcel Numbers 428-010-019,
3 428-010-020, 428-020-002, and 428-020-003 on May 23, 2023 and published its
4 Notice of Intention pursuant to California Government Code Section 6063.

5 NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED by
6 the Board of Supervisors of the County of Riverside ("Board"), in regular session
7 assembled on or after June 27, 2023, at 9:30 a.m. or soon thereafter, in the meeting
8 room of the Board of Supervisors located on the 1st floor of the County Administrative
9 Center, 4080 Lemon Street, Riverside, California, based upon a review of the evidence
10 and information presented on the matter, as it relates to this acquisition, this Board has
11 determined that the California Environmental Quality Act ("CEQA") is not applicable to
12 the proposed acquisition project pursuant to California Welfare and Institutions Code
13 Section 5960.3(b). Additionally and in the alternative, the proposed acquisition project
14 is categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301,
15 Class 1, Existing Facilities Exemption; and Section 15061(b)(3), General Rule or
16 "Common Sense" Exemption because the County is merely purchasing the fee interest
17 in the Property to continue the use of the Property, and it can be seen with certainty
18 that there is no possibility that the activity in question will have a significant effect on
19 the environment.

20 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
21 Board authorizes the purchase of the Property located in the Unincorporated Area of
22 Beaumont, County of Riverside, State of California, consisting of approximately 119.60
23 acres of land identified with Assessor's Parcel Numbers 428-010-019, 428-010-020,
24 428-020-002, and 428-020-003, more particularly described in Exhibit "A" Legal
25 Description, attached hereto, in the amount not to exceed Twenty-Six Million Six-
26 Hundred Fifty-Thousand Dollars (\$26,650,000), pursuant to terms and conditions in the
27 Agreement of Purchase and Sale and Joint Escrow Instructions.

28

1 BE IT FURTHER RESOLVED, AND DETERMINED AND ORDERED that the
2 Board hereby approves the Agreement of Purchase and Sale and Joint Escrow
3 Instructions between the County of Riverside and CHILDHELP, INC., a California non-
4 profit corporation ("Agreement") and authorizes the Chair of the Board of Supervisors
5 of the County of Riverside to execute the Agreement on behalf of the County.

6 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that the Director
7 of Facilities Management, or her designee, is authorized to execute any other
8 documents and administer all actions necessary to complete the purchase of real
9 property.

10 BE IT FURTHER RESOLVED, DETERMINED AND ORDERED that Facilities
11 Management – Real Estate Division be reimbursed for all costs incurred relating to the
12 acquisition in an amount not-to-exceed \$105,000 in due diligence expenses and
13 staff time.

14 BE IT FURTHER RESOLVED, DETERMINED, AND ORDERED that the Clerk
15 of the Board of Supervisors is directed to file the Notice of Exemption with the County
16 Clerk.

17 ROLL CALL:

18
19 Ayes: Jeffries, Washington, Spiegel, Perez and Gutierrez
20 Nays: None
21 Absent: None

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

24 KIMBERLY A. RECTOR, Clerk of said Board

25 By:  _____
26 Deputy

27
28 06.27.2023 3.41

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:
Book 1105242023/016DP/30.941

PARCEL A: (APN 428-010-019; 428-020-002)

PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-946387 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092 OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, NORTH 00°01'58" EAST, A DISTANCE OF 661.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°20'00" EAST, A DISTANCE OF 1252.76 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, DEPARTING SAID NORTH ALONG SAID PARALLEL LINE, SOUTH 00°04'19" WEST, A DISTANCE OF 381.72 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 03°25'05" WEST, A DISTANCE OF 279.60 FEET

TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°56'41" EAST, A DISTANCE OF 781.10 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 83°52'12" WEST, A DISTANCE OF 276.64 FEET;

THENCE NORTH 66°13'15" WEST, A DISTANCE OF 325.76 FEET;

THENCE NORTH 82°57'26" WEST, A DISTANCE OF 153.91 FEET;

THENCE SOUTH 80°19'04" WEST, A DISTANCE OF 102.19 FEET;

THENCE SOUTH 75°47'51" WEST, A DISTANCE OF 111.59 FEET;

THENCE SOUTH 46°08'05" WEST, A DISTANCE OF 72.01 FEET;

THENCE SOUTH 00°03'18" EAST, A DISTANCE OF 128.87 FEET;

THENCE SOUTH 28°15'58" EAST, A DISTANCE OF 142.31 FEET;

THENCE SOUTH 11°59'09" EAST, A DISTANCE OF 138.21 FEET;

THENCE SOUTH 13°14'59" WEST, A DISTANCE OF 256.40 FEET;

1 THENCE, SOUTH 07°33'52" WEST, A DISTANCE OF 118.83 FEET;
2 THENCE SOUTH 11°04'43" WEST, A DISTANCE OF 158.94 FEET;
3 THENCE SOUTH 06°13'09" WEST, A DISTANCE OF 203.59 FEET;
4 THENCE SOUTH 62°39'55" WEST, A DISTANCE OF 120.77 FEET;
5 THENCE SOUTH 69°20'12" WEST, A DISTANCE OF 104.83 FEET;

6 THENCE SOUTH 73°49'47" WEST, A DISTANCE OF 113.53 FEET TO THE WEST LINE OF SAID
7 PARCEL 2 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AS SHOWN
8 ON SAID RECORDS OF SURVEYS, SAID POINT ALSO BEING DISTANT AND NORTHERLY AS
9 MEASURED ALONG SAID WEST LINE 1101.87 FEET FROM THE SOUTHWEST CORNER OF SAID
10 PARCEL 2 AND SAID RECORDS OF SURVEYS;

11 THENCE ALONG SAID WEST LINE NORTH 01°59'00" EAST, A DISTANCE OF 2009.24 FEET TO THE
12 POINT OF BEGINNING. EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED IN
13 DEED FROM FRANK HOMOLKA, JR., A MARRIED MAN, RECORDED AUGUST 5, 1952 AS
14 INSTRUMENT NO. 33280 OFFICIAL RECORDS.

15 **PARCEL A1:**

16 ACCESS RIGHTS FOR THE BENEFIT OF SAID PARCEL A, TO EXISTING MANZANITA ROAD, OVER
17 THAT PORTION OF DESCRIBED PARCEL B, LYING WITHIN RECORDS OF SURVEYS, BOOK 29,
18 PAGE 24 AND BOOK 21, PAGE 45 OF OFFICIAL MAPS OF RIVERSIDE COUNTY, AS RESERVED IN
19 NOTICE OF LOT LINE ADJUSTMENT NO. 5038 RECORDED DECEMBER 27, 2006 AS INSTRUMENT
20 NO. 2006-0946387 OFFICIAL RECORDS, AND GRANT DEED RECORDED DECEMBER 27, 2006 AS
21 INSTRUMENT NO. 2006-0946388 OFFICIAL RECORDS.

22 **PARCEL B:** (APN 428-010-020; 428-020-003)

23 PARCEL "B" OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006, AS
24 INSTRUMENT NO. 2006-0946387, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

25 BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS
26 INSTRUMENT NO. 2005-0560092, OFFICIAL RECORDS, AND AS SHOWN ON RECORDS OF
27 SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY, LOCATED IN
28 SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 NORTH
01°59,00" EAST, A DISTANCE OF 1101.87 FEET;

THENCE, DEPARTING SAID WEST LINE NORTH 73°49'47" EAST, A DISTANCE OF 113.53 FEET;
THENCE, NORTH 69°20'12" EAST, A DISTANCE OF 104.83 FEET;
THENCE, NORTH 62°39'55" EAST, A DISTANCE OF 120.77 FEET;
THENCE, NORTH 06°13'09" EAST, A DISTANCE OF 203.59 FEET;
THENCE, NORTH 11°04'43" EAST, A DISTANCE OF 158.94 FEET;
THENCE, NORTH 07°33'52" EAST, A DISTANCE OF 118.83 FEET;
THENCE, NORTH 13°14'59" EAST, A DISTANCE OF 256.40 FEET;
THENCE, NORTH 11°59'09" WEST, A DISTANCE OF 138.21 FEET;
THENCE, NORTH 28°15'58" WEST, A DISTANCE OF 142.31 FEET;
THENCE, NORTH 00°03'18" WEST, A DISTANCE OF 128.87 FEET;
THENCE, NORTH 46°08'05" EAST, A DISTANCE OF 72.01 FEET;
THENCE, NORTH 75°47'51" EAST, A DISTANCE OF 111.59 FEET;
THENCE, NORTH 80°19'04" EAST, A DISTANCE OF 102.19 FEET;
THENCE, SOUTH 82°57'26" EAST, A DISTANCE OF 153.91 FEET;

1 THENCE, SOUTH 66°13'15" EAST, A DISTANCE OF 325.76 FEET;

2 THENCE, NORTH 83°52'12" EAST, A DISTANCE OF 276.64 FEET TO A LINE PARALLEL WITH AND
3 DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED
4 ATRIGHT ANGLES;

5 THENCE, ALONG SAID PARALLEL LINE NORTH 01°56'41" WEST, A DISTANCE OF 781.10 FEET TO
6 A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

7 THENCE, DEPARTING SAID PARALLEL LINE AND SAID COMMON LINE NORTH 03°25'05" EAST, A
8 DISTANCE OF 279.60 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY
9 FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

10 THENCE, ALONG SAID PARALLEL LIE NORTH 00°04'19" EAST A DISTANCE OF 381.72 FEET TO
11 THE NORTH LINE OF SAID PARCEL 1;

12 THENCE, ALONG SAID NORTH LINE SOUTH 89°20'00" EAST, A DISTANCE OF 36.00 FEET TO THE
13 NORTHEAST CORNER OF SAID PARCEL 1;

14 THENCE, DEPARTING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH
15 00°04'19" EAST, A DISTANCE OF 661.02 FEET TO A POINT ON THE COMMON LINE OF SAID
16 PARCELS 1 AND 2;

17 THENCE, ALONG SAID COMMON LINE SOUTH 89°20'00" EAST, A DISTANCE OF 33.76 FEET TO
18 THE NORTHEAST CORNER OF SAID PARCEL 2;

19 THENCE, DEPARTING SAID COMMON LINE ALONG THE EAST LINE OF SAID PARCEL 2 SOUTH
20 01°56'41" EAST, A DISTANCE OF 3004.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

21 THENCE, DEPARTING SAID EAST LINE ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH
22 86°34'45" WEST, A DISTANCE OF 1534.33 FEET TO THE POINT OF BEGINNING. EXCEPT
23 THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING
24 BELOW THE SURFACE OF SAID LAND.

25 Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003
26
27
28

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

BY AND BETWEEN

**CHILDHELP, INC.,
a California non-profit corporation**

AS SELLER

AND

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

AS BUYER

RELATING TO

14700 Manzanita Park Road, Beaumont

**Assessor's Parcel Numbers 428-010-019,
428-010-020, 428-020-002 & 428-020-003**

JUN 27 2023 3.41

**AGREEMENT OF PURCHASE AND SALE
AND JOINT ESCROW INSTRUCTIONS**

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made and entered into this 27th day of June, 2023 (the Effective Date), by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("Buyer") and the CHILDHELP, INC., a California non-profit corporation ("Seller"); sometimes collectively hereinafter referred to as the "Parties".

Buyer and Seller agree as follows:

1. **Definitions.** For the purposes of this Agreement the following terms will be defined as follows:

(a) **Effective Date:** The Effective Date is the last date on which this Agreement is fully executed by Buyer and Seller as listed on the signature page of this Agreement;

(b) **Real Property:** Seller is the owner of certain real property located in the Unincorporated Area of Beaumont, County of Riverside, State of California, consisting of approximately 119.60 acres of land, containing approximately fourteen (14) buildings including but not limited to a gymnasium, cafeteria, administration building, chapel, barn and dormitories, commonly known as 14700 Manzanita Park Road, Beaumont, California, identified by Assessor's Parcel Numbers 428-010-019, 428-010-020, 428-020-002, and 428-020-003, which is more particularly described in Exhibit "A," attached hereto and incorporated herein ("Property");

(c) **Improvements:** All buildings, improvements, and fixtures now affixed and located on the Real Property, which includes a security system shall remain and be considered as part of the Real Property, collectively referred to as the "Improvements".

(d) **Transferred Personal Property:** The personal property located on the Real Property to be transferred by the Seller and to the Buyer is attached hereto as Exhibit "C" "Transferred Personal Property" by this reference incorporated herein which was used in connection with the ownership, operation or occupancy of the Real Property and the Improvements. Transferred Personal Property shall remain with the Real Property and be considered part of the Purchase Price and shall include all kitchen equipment and laundry equipment as well as all items listed in Exhibit "C".

(e) **Property:** The Property is the Real Property including water and mineral rights, Improvements and Transferred Personal Property.

(f) **Purchase Price:** The Purchase Price for the Property is Twenty-Six Million Six-Hundred Fifty Thousand Dollars (\$26,650,000.00)

(g) **Escrow Holder:** Lawyers Title at the address set forth in subparagraph (k) below. The escrow has been assigned to Debbie Strickland as the Escrow Officer;

(h) **Title Company:** Lawyers Title Insurance Company at the address set forth in subparagraph (k) below, Barbara Northrup is assigned as the Title Officer;

(i) **Closing and Close of Escrow:** Are terms used interchangeably in this Agreement. The Closing or the Close of Escrow will be deemed to have occurred when the Grant Deed (as defined in Paragraph 5.1) is recorded in the Official Records of the County of Riverside;

(j) **Closing Date:** The Closing Date shall be no later than sixty (60) calendar days after the date of approval of this Agreement by the Board of Supervisors for the County of Riverside, and Seller shall grant Buyer one (1) thirty (30) day extension to close Escrow, if requested by Buyer, and Buyer shall grant Seller one (1) thirty (30) day extension to close Escrow, if requested by Seller, or as otherwise agreed to by both parties;

(k) **Notices:** Will be sent as follows to:

Seller: CHILDHHELP, Inc.
Attn: Michael Medoro
6730 North Scottsdale Road
Scottsdale, AZ. 85253
Telephone: (480) 262-7328
Email: MMedoro@Childhelp.org

Buyer: County of Riverside
Attn: Vincent Yzaguirre
3450 Fourteenth Street, Suite 200
Riverside, California 92501
Telephone: (951) 955-9011
Email: vyzaguirre@rivco.org

Escrow Holder: Lawyers Title Company
Attn: Debbie Strickland
3480 Vine Street, Suite 100
Riverside, CA 92507
Telephone: 941-248-0660
Email: DStrickland@ltic.com

Title Company: Lawyers Title Company
3480 Vine Street, Suite 300
Riverside, CA. 92507
Attn: Barbara Northrup
Telephone: (951) 248-0669
Email: TU65@LTIC.COM

(l) **Exhibits:**
Exhibit "A" - Legal Description of Property
Exhibit "B" - Grant Deed
Exhibit "C" - Transferred Personal Property

2. **Purchase and Sale.** Upon and subject to the terms and conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer and Buyer agrees to buy the Property from Seller, together with all easements, appurtenances thereto, and all improvements and fixtures situated thereon.

3. **Purchase Price.** The Purchase Price for the Property will be paid as follows:

Prior to the Close of Escrow, Buyer shall deposit an amount equal to the sum of the Purchase Price plus a good faith estimate of Buyer's share of all costs, expenses and prorations under this Agreement with Escrow Holder, in the form of a wire transfer or other immediately available funds. Escrow Holder shall deposit said funds in an interest-bearing account which shall be applied against the Purchase Price at closing and any overages including the interest shall be returned to Buyer at Close of Escrow.

4. **Escrow.** Buyer and Seller shall open an escrow (the "**Escrow**") with Escrow Holder within five (5) business days after the Effective Date by delivery to Escrow Holder, fully executed original or originally executed counterparts of this Agreement which date shall be the official Opening Date of Escrow referenced herein. This Purchase shall be contingent upon the approval of the Board of Supervisors of the Authorization to Purchase and the approval of the Purchase and Sale Agreement and Joint Escrow Instructions document. This contingency will be removed from escrow upon the receipt of the executed Purchase and Sale Agreement and Joint Escrow Instructions document signed by the Board of Supervisors. Buyer and Seller agree to execute any additional instructions, reasonably required by the Escrow Holder. If there is a conflict between any printed escrow instructions and this Agreement, the terms of this Agreement will govern.

5. **Deliveries to Escrow Holder.**

5.1 By Seller. On or prior to the Closing Date, Seller will deliver or cause to be delivered to Escrow Holder the following items:

(a) A Grant Deed ("**Grant Deed**"), in the form attached to this Agreement as Exhibit "B," duly executed and acknowledged by Seller and in recordable form, conveying the Property to Buyer; and

(b) A Transferor's Certificate of Non-Foreign Status ("**FIRPTA Certificate**").

5.2 By Buyer. On or prior to the Closing Date (and in any event in a manner sufficient to allow Escrow to close not later than the Closing Date), Buyer will deliver or cause to be delivered to Escrow Holder the following items:

(a) The Purchase Price in accordance with Paragraph 3, above; and

(b) The amount due Seller and any third parties, if any, after the prorations are computed in accordance with Paragraph 12 below.

5.3 By Buyer and Seller. Buyer and Seller will each deposit such other instruments consistent with this Agreement and are reasonably required by Escrow Holder or otherwise required to close escrow. In addition, Seller and Buyer will designate the Title Company as the "**Reporting Person**" for the transaction pursuant to Section 6045(e) of the Internal Revenue Code.

6. **Condition of Title.** At the Close of Escrow, free and clear fee simple title to the Property will be conveyed to Buyer by the Seller by Grant Deed, subject only to the following matters ("**Permitted Exceptions**"):

(a) Matters of title respecting the Property approved or deemed approved by Buyer in accordance with this Agreement; and

(b) Matters affecting the condition of title to the Property created by or with the written consent of Buyer.

7. Conditions to the Close of Escrow.

7.1 Conditions Precedent to Buyer's Obligations. The following conditions must be satisfied not later than the Closing Date or such other period of time as may be specified below:

(a) Title. Buyer has obtained Preliminary Report #623650237 dated May 17, 2023, for the Property prepared by Lawyers Title together with copies of the exceptions to title described in the Preliminary Report.

(b) Title Insurance. As of the Close of Escrow, the Title Company will issue, or have committed to issue, the Title Policy to Buyer with only the Permitted Exceptions.

(c) Delivery of Information. Seller will provide Buyer the original or true copies of all surveys, plans and specifications, residential disclosure statements (as required), building conditions audits, past hazardous material studies, as-built facility drawings, building permits, certificates of occupancy, certificates of completion, soil reports, engineers' reports, other contracts, but not limited to, studies and similar information which Seller has in its possession relating to the Property as set forth on Exhibit "C", and Buyer acknowledges receipt of the same. Seller makes no warranty regarding the contents of such items. If the Escrow shall fail to close for any reason, all such items shall be immediately returned to Seller.

(d) 14.6 Seller warrants that they will complete the on-going 12kv (12,000 volt) Electrical Switchgear Project that is vital to the electrical main supply. The Switchgear equipment is currently on the Property and pending installation, which will be completed by Seller prior to the close of escrow.

The conditions set forth in this Paragraph 7.1 are solely for the benefit of Buyer and may be waived only by Buyer. At all times Buyer has the right to waive any condition. Such waiver or waivers must be in writing to Seller and Escrow Holder.

The Close of Escrow and Buyer's obligations with respect to this transaction are subject to Seller's delivery to Escrow Holder on or before the Closing Date the items described in Paragraph 5.1 and 5.3 above and the removal or waiver of the items described in this Paragraph 7.1.

7.2 Conditions Precedent to Seller's Obligations. The following shall be conditions precedent to Seller's obligation to consummate the Purchase and Sale transaction contemplated herein:

(a) Buyer shall have delivered to Escrow Holder, prior to the Closing, for disbursement as directed hereunder, an amount equal to the Purchase Price and any other funds in accordance with this Agreement;

(b) Buyer shall have delivered to Escrow Holder the items described in Paragraphs 5.2 and 5.3 above; and

The conditions set forth in this Paragraph 7.2 are solely for the benefit of Seller and may be waived only by the Seller. At all times Seller has the right to waive any condition. Such waiver or waivers must be in writing to Buyer and Escrow Holder.

7.3 Termination of Agreement. Buyer will have until 5:00 p.m. on the sixtieth (60th) calendar day from the commencement of Escrow to approve or disprove of the condition of the Property ("Due Diligence Period"). During this contingency period Buyer may cancel escrow for any reason whatsoever, by providing written notice to Seller and Escrow of its intention to cancel said escrow.

8. **Due Diligence by Buyer.** SELLER hereby grants to BUYER, or its authorized agents, permission to enter upon the Property at all reasonable times prior to close of this transaction for the purpose of conducting due diligence, including making necessary or appropriate inspections. BUYER will give SELLER reasonable notice before going on the Property.

8.1 Matters to Be Reviewed. Buyer must complete its due diligence investigation of and has approved each of the following matter prior to the Close of Escrow. Seller shall cooperate with Buyer in Buyer's investigation, including but not limited to any of the following:

(a) The physical condition of the Property, including without limitation, any structural components, electrical, system, plumbing or any irrigation system, paving, soil conditions, the status of the Property with respect to hazardous and toxic materials, if any, and in compliance with all applicable laws including any laws relating to hazardous and toxic materials and all applicable laws;

(b) All applicable government ordinances, rules and regulations of Seller's compliance therewith including, but not limited to, zoning and building regulations; and

(c) All licenses, permits and other governmental approvals and/or authorizations relating to the Property which shall remain in effect after the Close of Escrow.

8.2 Material New Matters. If Buyer discovers any new matter prior to Close of Escrow which was:

(a) Not disclosed by Seller prior to the Close of Escrow;

(b) Not reasonably discoverable prior to the Close of Escrow and that matter is one which:

- (i) Would appear as an exception to the Title Policy; or
- (ii) Is materially inconsistent with a disclosure by Seller or with any representations or warranties contained in Paragraph 16.2 below; and
- (iii) is of such a nature that, in Buyer's reasonable judgment, it would materially and adversely, affect the acquisition, development, sale or use of the Property for Buyer's intended purpose, and then Buyer shall be entitled to treat such new matter as a failure of condition to the Close of Escrow. If Buyer elects to treat such new matter as a failure of condition to the Close of Escrow, then Buyer shall give notice to Seller of Buyer's election to terminate this Agreement within fifteen (15) days of Buyer's obtaining knowledge of such new matter, but in no event later than the Closing Date.

(c) However, if Buyer gives Seller notice of its election to terminate this Agreement, under this Paragraph 8.2, Seller may elect, in its sole and absolute discretion by written notice to Buyer and to Escrow Holder within five (5) business days following Seller's receipt of Buyer's notice, to correct the new matter prior to the Close of Escrow. If Seller elects to correct the new matter, Seller will be entitled to extend the Close of Escrow for not more than twenty (20) days in order to correct the new matter and, in such event, this Agreement will not terminate. If Seller fails to correct the new matter by the Closing Date as extended, Buyer may terminate this Agreement.

8.3 As-Is Sale. BUYER ACKNOWLEDGES THAT IT HAS INSPECTED, OR WILL HAVE AN OPPORTUNITY TO INSPECT, TO ITS SATISFACTION PRIOR TO THE CLOSING, THE PROPERTY AND ALL FACTORS RELEVANT TO ITS OWNERSHIP AND USE. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS, WARRANTIES, GUARANTIES, PROMISES, STATEMENTS OR ASSURANCES WHATSOEVER, EXPRESS OR IMPLIED, DIRECTLY OR THROUGH ANY EMPLOYEE OR AGENT, AS TO THE CONDITION OF THE PROPERTY, OR ANY OTHER MATTER, INCLUDING, BUT NOT LIMITED TO, HAZARDOUS SUBSTANCES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING IN ANY WAY, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, SELLER EXPRESSLY DISCLAIMS MAKING OR HAVING MADE ANY REPRESENTATIONS OR WARRANTY WITH RESPECT TO ANY DOCUMENTS AND MATERIALS FURNISHED BY SELLER. BUYER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR SELLER'S EXPRESS COVENANTS, REPRESENTATIONS AND WARRANTIES CONTAINED IN THE AGREEMENT, SELLER SPECIFICALLY DISCLAIMS: (A) ALL MATTERS RELATING TO THE TITLE TOGETHER WITH ALL GOVERNMENTAL AND OTHER LEGAL REQUIREMENTS SUCH AS TAXES, ASSESSMENTS, ZONING, USE PERMIT REQUIREMENTS, TENTATIVE MAP CONDITIONS, BUILDING PERMIT REQUIREMENTS, BUILDING CODES AND OTHER DEVELOPMENT REQUIREMENTS; (B) THE PHYSICAL CONDITION OF THE PROPERTY; (C) ALL OTHER MATTERS OF ANY SIGNIFICANCE AFFECTING THE PROPERTY, WHETHER PHYSICAL IN NATURE OR INTANGIBLE IN NATURE, SUCH AS THE POLITICAL CLIMATE WITH RESPECT TO THE GOVERNMENTAL AGENCIES THAT HAVE JURISDICTION OVER THE PROPERTY, DEVELOPMENT OF THE PROPERTY OR THE OPERATION OF THE PROPERTY; (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF UTILITIES SERVING THE PROPERTY; (E) THE ECONOMICS OF THE PRESENT OR FUTURE OWNERSHIP AND/OR OPERATION OF THE PROPERTY; (F) ENTITLEMENTS, ZONING, DENSITY AND OTHER MATTERS WHICH MAY

IMPACT THE FUTURE DEVELOPMENT OF THE PROPERTY; AND (G) THE EXISTENCE OF HAZARDOUS SUBSTANCES IN, UNDER OR AFFECTING THE PROPERTY; AND BUYER IS PURCHASING THE PROPERTY "AS IS WITH ALL DEFECTS" BASED UPON BUYER'S OWN INSPECTION OF THE PROPERTY.

9. **Conditions Precedent to Sellers Obligation.** The Close of Escrow and Seller's obligations with respect to this transaction are subject to Buyer's delivery to Escrow Holder on or before the Closing Date of the Purchase Price and items described in Paragraphs 5.2 and 5.3.

10. **Title Insurance.** At the Close of Escrow, Seller will cause the Title Company to issue to Buyer a CLTA standard coverage owner's policy in an amount equal to the Purchase Price showing fee title to the Property vested in Buyer subject only to the Permitted Exceptions ("**Title Policy**") and the standard printed exceptions and conditions in the policy of title insurance. If Buyer elects to obtain any endorsements or an ALTA Extended Policy of Title, the additional premium and costs of the policy survey for the ALTA Extended policy of title and the cost of any endorsements will be at Buyer's sole cost and expense; however, Buyer's election to obtain an ALTA extended policy of title will not delay the Closing. Further, Buyer's inability to obtain an ALTA extended policy of title or any such endorsements will not be deemed to be a failure of any condition to Closing.

11. **Costs and Expenses.**

11.1 Seller will pay:

- (a) CLTA standard coverage policy;
- (b) Documentary transfer taxes;
- (c) One half of the escrow and recording fees;
- (d) All costs associated with removing any debt or liens encumbering the Property, if applicable;
- (e) All costs associated with Seller's attorneys' fees and brokers' fees; and
- (f) Seller's share of prorations, if applicable;

11.2 Buyer will pay:

- (a) One half of the escrow and recording fees;
- (b) Sum difference in the amount between the CLTA policy and the ALTA Extended Owner's Policy and any title endorsements, if requested by the Buyer; and
- (c) Buyers share of prorations, if applicable.

12. **Prorations.**

12.1 Tax Exempt Agency. All parties hereto acknowledge that the Buyer is public entity and exempt from payment of any real property taxes. There will be no proration of taxes through escrow. Seller will be responsible for payment of any real property taxes due prior to Close of Escrow. In the event any real property taxes are due and unpaid at the Close of Escrow, Escrow Holder is hereby authorized and instructed to pay such taxes from proceeds due the Seller at the Close of Escrow. Seller understands that the Tax Collector will not accept partial payment of an installment of the real property taxes due at the Close of Escrow. At the Close of Escrow, the Buyer will file any necessary documentation with the County Tax Collector/Assessor for the property tax exemption. Seller shall have the right, after Close of Escrow, to apply for a refund to the County Tax Collector/Assessor outside of escrow, and if eligible, to receive such refund. Escrow Holder shall have no liability and/or responsibility in connection therewith.

12.2 Utility Deposits. Seller will notify all utility companies servicing the Property of the sale of the Property to Buyer and will request that such companies send Seller a final bill for the period ending on the last day before the Close of Escrow. Buyer will notify the utility companies that all utility bills for the period commencing on the Close of Escrow are to be sent to Buyer. If Seller receives a bill for utilities provided to the Property for the period in which the Close of Escrow occurred, Seller shall be responsible to pay the bill.

12.3 Method of Proration. For purposes of calculating prorations, Buyer shall be deemed to be in title to the Property, and therefore entitled to the income there from and responsible for the expenses thereof, for the entire day upon which the Closing occurs. All prorations will be made as of the date of Close of Escrow based on a three hundred sixty-five (365) day year or a thirty (30) day month, as applicable. The obligations of the parties pursuant to this Paragraph 12 shall survive the Closing and shall not merge into any documents of conveyance delivered at Closing.

13. **Disbursements and Other Actions by Escrow Holder.** At the Close of Escrow, Escrow Holder will promptly undertake all of the following:

13.1 Funds. Promptly upon Close of Escrow, disburse all funds deposited with Escrow Holder by Buyer in payment of the Purchase Price as follows: (a) deduct or credit all items chargeable to the account of Seller and/or Buyer pursuant to Paragraphs 11 and 12, (b) disburse the balance of the Purchase Price to the Seller and (c) disburse any excess proceeds deposited by Buyer to Buyer.

13.2 Recording. Cause the Grant Deed to be recorded with the County Recorder and obtain conformed copies thereof for distribution to Buyer and Seller.

13.3 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

13.4 Delivery of Documents to Buyer and Seller. Deliver to Buyer the FIRPTA Certificate and any other documents (or copies thereof) deposited into Escrow by Seller. Deliver to Seller any other documents (or copies thereof) deposited into Escrow by Buyer.

14. **Joint Representations and Warranties.** In addition to any express agreements of the parties contained herein, the following constitute representations and warranties of the parties each to the other:

14.1 Each party has the legal power, right and authority to enter into this Agreement and the instruments referenced herein.

14.2 All requisite action (corporate, trust, partnership or otherwise) has been taken by each party in connection with the entering into of this Agreement, the instruments referenced herein and the consummation of this transaction. No further consent of any partner, shareholder, creditor, investor, judicial or administrative body, governmental authority or other party is required.

14.3 The individuals executing this Agreement and the instruments referenced herein on behalf of each party and the partners, officers or trustees of each party, if any, have the legal power, right, and actual authority to bind each party to the terms and conditions of those documents.

14.4 This Agreement and all other documents required to close this transaction are and will be valid, legally binding obligations of and enforceable against each party in accordance with their terms, subject only to applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.

14.5 At Closing, Seller shall convey the Property in "as-is" physical condition to Buyer with clear and marketable title, free and clear of any and all liens, encumbrances, easements, restrictions, rights and conditions of any kind whatsoever, except those which are approved by Buyer in accordance with Paragraph 7 above.

14.6 Seller warrants that it will maintain the Property up to and until the close of escrow.

15. Indemnification.

15.1 Indemnification by Seller. Seller agrees to indemnify, defend and hold Buyer harmless for, from and against any and all claims, demands, liens, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes of action and suit or suits of any nature whatsoever, arising from any misrepresentation or breach of warranty or covenant by Seller in this Agreement. Seller shall also indemnify Buyer from any claims, actions, costs, or expenses arising from any hazardous substances discovered at the Property, whether or not previously disclosed by Seller that was caused by or permitted by the Seller's acts or omissions.

15.2 Indemnification by Buyer. Buyer agrees to indemnify, defend and hold Seller harmless for, from and against any and all claims, demands, liabilities, costs, expenses, including reasonable attorneys' fees and costs, damages and losses, cause or causes or action and suit or suits arising out of any misrepresentation or breach of warranty or covenant by Buyer in this Agreement.

16. Hazardous Substances.

16.1 Definitions. For the purposes of this Agreement, the following terms have the following meanings:

(a) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including, without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980) and RCRA (Resources Conservation and Recovery Act of 1976);

(b) "Hazardous Substance" means any substance, material or waste which is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or which is or becomes similarly designated, classified or regulated, under any Environmental Law, including asbestos, petroleum and petroleum products; and

(c) "Environmental Audit" means an environmental audit, review or testing of the Property performed by Buyer or, any third party or consultant engaged by Buyer to conduct such study.

16.2 Seller's Representations and Warranties. Buyer acknowledges that with the exception of those representations and warranties expressly made by Seller herein, Buyer is acquiring the Property and every portion thereof "**AS-IS, WHERE-IS, IN ITS CURRENT CONDITION, WITH ALL FAULTS**" and in reliance upon its own studies, investigations and due diligence and that no person acting on behalf of Seller is authorized to make and Seller has not made and does not make any representations or warranties of any kind or character whatsoever with regard to the Property.

Except as disclosed in the Due Diligence Materials provided by Seller to Buyer as of the date of this Agreement:

(a) No Hazardous Substances exist now or have been used or stored on or within any portion of the Property except those substances which are or have been used or stored on the Property by Seller in the normal course of use and operation of the Property and in compliance with all applicable Environmental Laws;

(b) There are and have been no federal, state, or local enforcement, clean-up, removal, remedial or other governmental or regulatory actions instituted or completed affecting the Property;

(c) No claims have been made by any third party relating to any Hazardous Substances on or within the Property; and

(d) There has been no disposal of Hazardous Substances or accidental spills which may have contaminated the Property. There has been no on-site bulk storage of vehicle fuels or waste oils.

16.3 Notices Regarding Hazardous Substances. During the term of this Agreement, Seller will promptly notify Buyer if it obtains knowledge that Seller or the Property may be subject to any threatened or pending investigation by any governmental agency under any law, regulation or ordinance pertaining to any Hazardous Substance.

16.4 Environmental Audit. Buyer may order, at its sole cost and expense, an Environmental Audit, and it shall do so prior to the end of the Due Diligence Period and may

quit this transaction if Buyer identifies problems in its sole and subjective judgment that would preclude continuing with this transaction:

(a) The Environmental Audit shall be conducted pursuant to standard quality control/quality assurance procedures. Buyer shall give Seller at least two (2) business days' prior notice of any on-site testing of soil or subsurface conditions;

(b) Any groundwater, soil or other samples taken from the Property will be properly disposed of by Buyer at Buyer's sole cost and in accordance with all applicable laws. Buyer shall promptly restore the Property to the condition in which it was found immediately prior to Buyer's Environmental Audit; and

(c) Buyer hereby agrees to protect, indemnify, defend and hold harmless Seller from and against any and all losses, liabilities, claims, liens, stop notices, actions, obligations, damages and/or expenses caused by reason of Buyer's (or its agent's, employee's or independent contractor's) entry onto the Property prior to the Close of Escrow pursuant to the foregoing. Buyer shall keep the Property free of mechanic's liens related to the activities of Buyer.

17. **Notices.** All notices or other communications required or permitted hereunder must be in writing, and be (i) personally delivered (including by means of professional messenger service), or (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) deposited with either FedEx or United Parcel Service to be delivered by overnight delivery. All notices sent by mail will be deemed received three (3) days after the date of mailing; and all notices sent by overnight delivery shall be deemed received one (1) business day after the notice has been deposited with such courier (provided that, the sending party receives a confirmation of actual delivery from the courier).

18. **Miscellaneous.**

18.1 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

18.2 Partial Invalidity. If any term or provision of this Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby and each remaining term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

18.3 Waivers. No waiver of any breach of any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof or of any other covenant or other provision contained herein. No extension of time for performance or any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party which will be extended by a period of time equal to the period of the delay.

18.4 Successors and Assigns. Neither party shall transfer or assign its rights or responsibilities under this Agreement without the express written consent of the other party.

18.5 Entire Agreement. This Agreement (including all Exhibits attached hereto) constitutes the entire understanding between the parties hereto and may not be modified except by an instrument in writing signed by the party to be charged.

18.6 Time of Essence. Seller and Buyer hereby acknowledge and agree that time is of the essence with respect to each and every term, condition, obligation and provision hereof.

18.7 Governing Law. The parties hereto expressly agree that this Agreement will be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of California. Venue for any proceeding related to this Agreement shall be in the County of Riverside.

18.8 No Recordation. No memorandum or other document relating to this Agreement shall be recorded without the prior written consent of Seller and Buyer.

18.9 Survival. Sections 12, 15, 16 and 18 and any other provisions of this Agreement which by their terms require performance by either party after the Close of Escrow shall survive the Close of Escrow.

18.10 Brokers. Seller represents and warrants that, Seller has engaged no broker with respect to this transaction. Seller shall defend, indemnify and hold harmless Buyer from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any other broker's or finder's fee or commission or charge ("Broker Claims") claimed to be due by a Seller's Broker. Buyer represents and warrants that Buyer has not engaged the services of a broker, representative or other advisor or other person to whom a commission or other compensation will be due with respect to this transaction. Buyer shall defend, indemnify and hold harmless Seller from and against any and all liabilities, claims, demands, damages, or costs of any kind (including attorneys' fees, costs and expenses) arising from or connected with any Broker Claims by any person or entity other than a Seller's Broker. The provisions of this Section 18.10 shall survive Closing or earlier termination of this Agreement until the limitations period has run for such claims.

18.11 Monuments. The Parties to this agreement will work together to approve monuments/tributes that will be left in place to honor the contributions of Merv Griffen and the founders of Childhelp, Sara Omeara and Yvonne Fedderson.

18.12 Exhibits. Each exhibit attached hereto is incorporated herein by this reference as if set forth in full in the body of this Agreement.

18.13 Not a Partnership. The provisions of this Agreement are not intended to create, nor will they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the parties.

[Signatures Provisions on the Following Page]


THIS AGREEMENT IS OF NO FORCE OR EFFECT UNTIL APPROVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE AND EXECUTED BY BOTH PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Purchase and Sale and Joint Escrow Instructions as of the date and year.

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

By: 
Kevin Jeffries, Chair
Board of Supervisors

SELLER:
CHILDHELP, INC.,
a California non-profit corporation

By: 
Michael Medoro
Chief of Staff

Date: 6/27/23

Date: 6/13/23

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

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

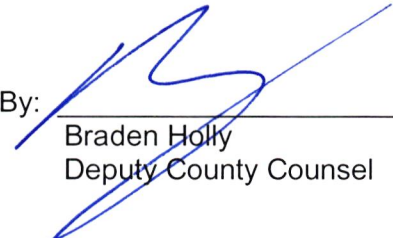
By: 
Braden Holly
Deputy County Counsel

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A: (APN 428-010-019; 428-020-002)

PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-946387 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092 OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, NORTH 00°01'58" EAST, A DISTANCE OF 661.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°20'00" EAST, A DISTANCE OF 1252.76 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, DEPARTING SAID NORTH ALONG SAID PARALLEL LINE, SOUTH 00°04'19" WEST, A DISTANCE OF 381.72 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 03°25'05" WEST, A DISTANCE OF 279.60 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°56'41" EAST, A DISTANCE OF 781.10 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 83°52'12" WEST, A DISTANCE OF 276.64 FEET;

THENCE NORTH 66°13'15" WEST, A DISTANCE OF 325.76 FEET;
THENCE NORTH 82°57'26" WEST, A DISTANCE OF 153.91 FEET;
THENCE SOUTH 80°19'04" WEST, A DISTANCE OF 102.19 FEET;
THENCE SOUTH 75°47'51" WEST, A DISTANCE OF 111.59 FEET;
THENCE SOUTH 46°08'05" WEST, A DISTANCE OF 72.01 FEET;
THENCE SOUTH 00°03'18" EAST, A DISTANCE OF 128.87 FEET;
THENCE SOUTH 28°15'58" EAST, A DISTANCE OF 142.31 FEET;
THENCE SOUTH 11°59'09" EAST, A DISTANCE OF 138.21 FEET;
THENCE SOUTH 13°14'59" WEST, A DISTANCE OF 256.40 FEET;
THENCE, SOUTH 07°33'52" WEST, A DISTANCE OF 118.83 FEET;
THENCE SOUTH 11°04'43" WEST, A DISTANCE OF 158.94 FEET;
THENCE SOUTH 06°13'09" WEST, A DISTANCE OF 203.59 FEET;
THENCE SOUTH 62°39'55" WEST, A DISTANCE OF 120.77 FEET;
THENCE SOUTH 69°20'12" WEST, A DISTANCE OF 104.83 FEET;

THENCE SOUTH 73°49'47" WEST, A DISTANCE OF 113.53 FEET TO THE WEST LINE OF SAID PARCEL 2 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AS SHOWN ON SAID RECORDS OF SURVEYS, SAID POINT ALSO BEING DISTANT AND NORTHERLY AS MEASURED ALONG SAID WEST LINE 1101.87 FEET FROM THE SOUTHWEST CORNER OF SAID

PARCEL 2 AND SAID RECORDS OF SURVEYS;

THENCE ALONG SAID WEST LINE NORTH 01°59'00" EAST, A DISTANCE OF 2009.24 FEET TO THE POINT OF BEGINNING.

EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED IN DEED FROM FRANK HOMOLKA, JR., A MARRIED MAN, RECORDED AUGUST 5, 1952 AS INSTRUMENT NO. 33280 OFFICIAL RECORDS.

PARCEL A1:

ACCESS RIGHTS FOR THE BENEFIT OF SAID PARCEL A, TO EXISTING MANZANITA ROAD, OVER THAT PORTION OF DESCRIBED PARCEL B, LYING WITHIN RECORDS OF SURVEYS, BOOK 29, PAGE 24 AND BOOK 21, PAGE 45 OF OFFICIAL MAPS OF RIVERSIDE COUNTY, AS RESERVED IN NOTICE OF LOT LINE ADJUSTMENT NO. 5038 RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946387 OFFICIAL RECORDS, AND GRANT DEED RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946388 OFFICIAL RECORDS.

PARCEL B: (APN 428-010-020; 428-020-003)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006, AS INSTRUMENT NO. 2006-0946387, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092, OFFICIAL RECORDS, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 01°59,00" EAST, A DISTANCE OF 1101.87 FEET;

THENCE, DEPARTING SAID WEST LINE NORTH 73°49'47" EAST, A DISTANCE OF 113.53 FEET;
THENCE, NORTH 69°20'12" EAST, A DISTANCE OF 104.83 FEET;
THENCE, NORTH 62°39'55" EAST, A DISTANCE OF 120.77 FEET;
THENCE, NORTH 06°13'09" EAST, A DISTANCE OF 203.59 FEET;
THENCE, NORTH 11°04'43" EAST, A DISTANCE OF 158.94 FEET;
THENCE, NORTH 07°33'52" EAST, A DISTANCE OF 118.83 FEET;
THENCE, NORTH 13°14'59" EAST, A DISTANCE OF 256.40 FEET;
THENCE, NORTH 11°59'09" WEST, A DISTANCE OF 138.21 FEET;
THENCE, NORTH 28°15'58" WEST, A DISTANCE OF 142.31 FEET;
THENCE, NORTH 00°03'18" WEST, A DISTANCE OF 128.87 FEET;
THENCE, NORTH 46°08'05" EAST, A DISTANCE OF 72.01 FEET;
THENCE, NORTH 75°47'51" EAST, A DISTANCE OF 111.59 FEET;
THENCE, NORTH 80°19'04" EAST, A DISTANCE OF 102.19 FEET;
THENCE, SOUTH 82°57'26" EAST, A DISTANCE OF 153.91 FEET;
THENCE, SOUTH 66°13'15" EAST, A DISTANCE OF 325.76 FEET;

THENCE, NORTH 83°52'12" EAST, A DISTANCE OF 276.64 FEET TO A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE NORTH 01°56'41" WEST, A DISTANCE OF 781.10 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, DEPARTING SAID PARALLEL LINE AND SAID COMMON LINE NORTH 03°25'05" EAST, A DISTANCE OF 279.60 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM

THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE NORTH 00°04'19" EAST A DISTANCE OF 381.72 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTH LINE SOUTH 89°20'00" EAST, A DISTANCE OF 36.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH 00°04'19" EAST, A DISTANCE OF 661.02 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, ALONG SAID COMMON LINE SOUTH 89°20'00" EAST, A DISTANCE OF 33.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID COMMON LINE ALONG THE EAST LINE OF SAID PARCEL 2 SOUTH 01°56'41" EAST, A DISTANCE OF 3004.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID EAST LINE ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH 86°34'45" WEST, A DISTANCE OF 1534.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

EXHIBIT B

Recorded at request of and return to:
County of Riverside
Facilities Management
Real Property Division
3450 Fourteenth Street, Suite 200
Riverside, CA 92501

FREE RECORDING
This instrument is for the benefit of
the County of Riverside and is
entitled to be recorded without fee.
(Govt. Code 6103)

(Space above this line reserved for Recorder's use)

PROJECT: ChildHelp
APN: 428-010-019, 428-010-020,
428-020-002, & 428-020-003

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

CHILDHELP, INC., a California non-profit corporation

GRANTS to the **COUNTY OF RIVERSIDE**, a political subdivision of the State of California, the real property in the County of Riverside, State of California, described as:

See Exhibit "A" attached hereto
And made part hereof

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situated in the County of Riverside, State of California, described as follows:

PARCEL A: (APN 428-010-019; 428-020-002)

PARCEL "A" OF NOTICE OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-946387 OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092 OFFICIAL RECORDS OF RIVERSIDE COUNTY, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 1, SAID POINT ALSO BEING THE CENTER QUARTER CORNER OF SAID SECTION 15;

THENCE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, NORTH 00°01'58" EAST, A DISTANCE OF 661.02 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID WEST LINE ALONG THE NORTH LINE OF SAID PARCEL 1, SOUTH 89°20'00" EAST, A DISTANCE OF 1252.76 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, DEPARTING SAID NORTH ALONG SAID PARALLEL LINE, SOUTH 00°04'19" WEST, A DISTANCE OF 381.72 FEET;

THENCE, DEPARTING SAID PARALLEL LINE, SOUTH 03°25'05" WEST, A DISTANCE OF 279.60 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2, SAID POINT ALSO BEING ON A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE, SOUTH 01°56'41" EAST, A DISTANCE OF 781.10 FEET;

THENCE DEPARTING SAID PARALLEL LINE, SOUTH 83°52'12" WEST, A DISTANCE OF 276.64 FEET;

THENCE NORTH 66°13'15" WEST, A DISTANCE OF 325.76 FEET;
THENCE NORTH 82°57'26" WEST, A DISTANCE OF 153.91 FEET;
THENCE SOUTH 80°19'04" WEST, A DISTANCE OF 102.19 FEET;
THENCE SOUTH 75°47'51" WEST, A DISTANCE OF 111.59 FEET;
THENCE SOUTH 46°08'05" WEST, A DISTANCE OF 72.01 FEET;
THENCE SOUTH 00°03'18" EAST, A DISTANCE OF 128.87 FEET;
THENCE SOUTH 28°15'58" EAST, A DISTANCE OF 142.31 FEET;
THENCE SOUTH 11°59'09" EAST, A DISTANCE OF 138.21 FEET;
THENCE SOUTH 13°14'59" WEST, A DISTANCE OF 256.40 FEET;
THENCE, SOUTH 07°33'52" WEST, A DISTANCE OF 118.83 FEET;
THENCE SOUTH 11°04'43" WEST, A DISTANCE OF 158.94 FEET;
THENCE SOUTH 06°13'09" WEST, A DISTANCE OF 203.59 FEET;
THENCE SOUTH 62°39'55" WEST, A DISTANCE OF 120.77 FEET;
THENCE SOUTH 69°20'12" WEST, A DISTANCE OF 104.83 FEET;

THENCE SOUTH 73°49'47" WEST, A DISTANCE OF 113.53 FEET TO THE WEST LINE OF SAID PARCEL 2 AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15 AS SHOWN ON SAID RECORDS OF SURVEYS, SAID POINT ALSO BEING DISTANT AND NORTHERLY AS

MEASURED ALONG SAID WEST LINE 1101.87 FEET FROM THE SOUTHWEST CORNER OF SAID PARCEL 2 AND SAID RECORDS OF SURVEYS;

THENCE ALONG SAID WEST LINE NORTH 01°59'00" EAST, A DISTANCE OF 2009.24 FEET TO THE POINT OF BEGINNING.

EXCEPT ONE-HALF OF ALL OIL AND MINERAL RIGHTS AS RESERVED IN DEED FROM FRANK HOMOLKA, JR., A MARRIED MAN, RECORDED AUGUST 5, 1952 AS INSTRUMENT NO. 33280 OFFICIAL RECORDS.

PARCEL A1:

ACCESS RIGHTS FOR THE BENEFIT OF SAID PARCEL A, TO EXISTING MANZANITA ROAD, OVER THAT PORTION OF DESCRIBED PARCEL B, LYING WITHIN RECORDS OF SURVEYS, BOOK 29, PAGE 24 AND BOOK 21, PAGE 45 OF OFFICIAL MAPS OF RIVERSIDE COUNTY, AS RESERVED IN NOTICE OF LOT LINE ADJUSTMENT NO. 5038 RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946387 OFFICIAL RECORDS, AND GRANT DEED RECORDED DECEMBER 27, 2006 AS INSTRUMENT NO. 2006-0946388 OFFICIAL RECORDS.

PARCEL B: (APN 428-010-020; 428-020-003)

PARCEL "B" OF LOT LINE ADJUSTMENT NO. 5038, RECORDED DECEMBER 27, 2006, AS INSTRUMENT NO. 2006-0946387, OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL 1 AND PARCEL 2 OF DEED RECORDED JULY 13, 2005 AS INSTRUMENT NO. 2005-0560092, OFFICIAL RECORDS, AND AS SHOWN ON RECORDS OF SURVEYS, BOOK 39, PAGE 24, AND BOOK 21, PAGE 45 OF RECORDS OF SURVEY, LOCATED IN SECTION 15, TOWNSHIP 3 SOUTH, RANGE 1 WEST, S.B.M., IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL 2;

THENCE, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 15 NORTH 01°59,00" EAST, A DISTANCE OF 1101.87 FEET;

THENCE, DEPARTING SAID WEST LINE NORTH 73°49'47" EAST, A DISTANCE OF 113.53 FEET;
THENCE, NORTH 69°20'12" EAST, A DISTANCE OF 104.83 FEET;
THENCE, NORTH 62°39'55" EAST, A DISTANCE OF 120.77 FEET;
THENCE, NORTH 06°13'09" EAST, A DISTANCE OF 203.59 FEET;
THENCE, NORTH 11°04'43" EAST, A DISTANCE OF 158.94 FEET;
THENCE, NORTH 07°33'52" EAST, A DISTANCE OF 118.83 FEET;
THENCE, NORTH 13°14'59" EAST, A DISTANCE OF 256.40 FEET;
THENCE, NORTH 11°59'09" WEST, A DISTANCE OF 138.21 FEET;
THENCE, NORTH 28°15'58" WEST, A DISTANCE OF 142.31 FEET;
THENCE, NORTH 00°03'18" WEST, A DISTANCE OF 128.87 FEET;
THENCE, NORTH 46°08'05" EAST, A DISTANCE OF 72.01 FEET;
THENCE, NORTH 75°47'51" EAST, A DISTANCE OF 111.59 FEET;
THENCE, NORTH 80°19'04" EAST, A DISTANCE OF 102.19 FEET;
THENCE, SOUTH 82°57'26" EAST, A DISTANCE OF 153.91 FEET;
THENCE, SOUTH 66°13'15" EAST, A DISTANCE OF 325.76 FEET;

THENCE, NORTH 83°52'12" EAST, A DISTANCE OF 276.64 FEET TO A LINE PARALLEL WITH AND DISTANT 86.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 2 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LINE NORTH 01°56'41" WEST, A DISTANCE OF 781.10 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, DEPARTING SAID PARALLEL LINE AND SAID COMMON LINE NORTH 03°25'05" EAST, A DISTANCE OF 279.60 FEET TO A LINE PARALLEL WITH AND DISTANT 36.00 FEET WESTERLY FROM THE EAST LINE OF SAID PARCEL 1 AS MEASURED AT RIGHT ANGLES;

THENCE, ALONG SAID PARALLEL LIE NORTH 00°04'19" EAST A DISTANCE OF 381.72 FEET TO THE NORTH LINE OF SAID PARCEL 1;

THENCE, ALONG SAID NORTH LINE SOUTH 89°20'00" EAST, A DISTANCE OF 36.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 1;

THENCE, DEPARTING SAID NORTH LINE ALONG THE EAST LINE OF SAID PARCEL 1 SOUTH 00°04'19" EAST, A DISTANCE OF 661.02 FEET TO A POINT ON THE COMMON LINE OF SAID PARCELS 1 AND 2;

THENCE, ALONG SAID COMMON LINE SOUTH 89°20'00" EAST, A DISTANCE OF 33.76 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID COMMON LINE ALONG THE EAST LINE OF SAID PARCEL 2 SOUTH 01°56'41" EAST, A DISTANCE OF 3004.05 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL 2;

THENCE, DEPARTING SAID EAST LINE ALONG THE SOUTH LINE OF SAID PARCEL 2 SOUTH 86°34'45" WEST, A DISTANCE OF 1534.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THEREFROM THE MINERALS, OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES LYING BELOW THE SURFACE OF SAID LAND.

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed dated as of _____, 2023 from the Grantor, CHILDHELP, INC., a California non-profit corporation, granted to the Grantee, the COUNTY OF RIVERSIDE, a political subdivision of the State of California, is hereby accepted by the undersigned on behalf of the Board of Supervisors pursuant to the authority contained in Riverside County Ordinance No. 598, and the COUNTY OF RIVERSIDE consents to recordation thereof by its duly authorized officer.

Dated this _____ day of _____, 2023.

By: _____

EXHIBIT C

TRANSFERED PERSONAL PROPERTY

Pursuant to the Purchase Agreement, Seller has agreed to transfer to Purchaser all of Seller's rights, title and interest in the personal property contained on this inventory list. The items listed on this Inventory shall be included as part of the purchase price of the Property.

ADMINISTRATION BLDG.

Reception Area	3	Couches w/ 15 Pillows	Intake Supply Room	1	Five-Shelf Unit	
	1	Coffee Table		1	Seven-Shelf unit	
	1	Area Rug				
		4	End Tables	Hallway Outside Intake	2	Guest chairs
		2	Book Racks		1	Table
		1	Folding Table			
		2	Large Chairs	Room #12-Dir. Support Serv.	1	Black Desk
		2	Bistro Tables w/ 4 Chairs		1	Desk Chair
		1	Bookshelf w/ Games		1	Small Table
		1	Marble Table with rendition of Village		1	Five-Shelf Unit
		4	Two-Drawer File Cabinets		2	Bankers Boxes
				1	Dry Erase board	
	Admin Staff Kitchen	1	Table w/ 4 Chairs			
1		Coffee Maker	Room #14	1	Couch	
		1		Large Chair		
				2	Desks	
Admin Closet	1	Vacuum Cleaner		8	Shelf Racks	
		Household Cleaning Supplies				
Room #1	1	Piano	Room #15	2	Chairs	
	1	Desk		2	Desks	
	1	Couch				
	1	Chair	Room #17	2	Chairs	
	1	Two-drawer File Cabinet		2	Desks	
Room #2 - Accounting	3	Rising Desks	Room #18	2	Couches	
	3	Office Chairs		4	Large Chairs	
	4	Boxes of Office Supplies		1	Bookshelf	
Room #3 - Acct. Manager			2	Desks		
	1	File Cabinet	4	End Tables		
	1	Office Chair	20	Pillows		

**Room #4 –
Clinical Director
Office**

1 Large Desk
1 Locking File Cabinet
25 Shelves
1 Floor Lamp
1 Elephant Table Lamp
1 Air Conditioner
2 Long White Tables
2 Armchairs
1 Small Table
1 Trash Can
1 Heater
2 TV Remotes
4 Boxes (Contents Unknown)

**Room #5 –
Conference
Room**

1 Conference Table
14 Conference Chairs
2 4' x 2' Tables
1 White Board

**Tea Room (Staff
Dining)**

5 Tables
15 Chairs
1 Large Lamp Table
1 Refrigerator
1 Microwave
1 Dishwasher

**Room #6 –
Executive
Director**

1 Desk
2 Chairs
4 Conference Chairs
1 Conference Table
1 Plant Stand
1 Refrigerator
1 White Board
2 Outside Patio Chairs

**Room #7 –
Admin Assistant**

1 Desk
1 Workspace Table
4 Chairs
1 End Table
1 Rolling White Board

Room #19

3 Chairs
1 Bookshelf
2 Desks
1 Lamp
1 Box of Office Supplies

Room #20

5 Chairs
2 Five-Drawer Metal
Bookshelves
4 Two-Drawer File Cabinet

Room #21

4 Chairs
1 Floor A/C Unit
1 File Cabinet
1 Bookshelf
1 Locking Storage Cabinet

Room #22

2 Couches
1 Coffee Table
1 Children's Playset
1 Refrigerator
2 Chairs
1 Storage Cabinet

Room #23

1 Chair
1 Desk
1 Couch

Room #24

1 Desk
1 Couch
1 Safe
1 Bookshelf

Room #25

1 Desk
1 Bookshelf
2 Office Chairs
1 Floor A/C Unit

**Room #33 -
Medical**

2 Five-Shelf Storage Units
2 Two-Drawer File Cabinets
2 Black Storage Cabinets

	1	Large Bookshelf	4	White Dry Erase Boards
	1	Small Bookshelf	1	Conference Table
	1	Three-Drawer Cabinet	5	Chairs
	2	Metal Bookshelves	1	Barber Chair
Room #8 – HR Director	1	Desk w/ Right Arm Extension	2	Blue Bench Seats
	1	Bookcase	1	Computer Cabinet
	2	Guest Chairs	1	Five-Shelf Bookcase
	1	Wall Table	1	Childs Table
	1	Refrigerator	3	Desks
	1	Trash Can	1	Black Fan
			2	Black Heaters
			15	Boxes of Medical Supplies
Room #9 – HR Assistant	1	Desk w/ Right Arm Extension	5	Blue Children's Chairs
	1	Credenza	1	Large U-Shaped Table
	1	Desk Chair	4	Office Chairs
	1	Guest Chair	1	Three Shelf Sea Horse
	1	Air Conditioner	3	Metal Trash Cans
	1	Trash Can	1	Exam Table
			2	Multi-Drawer Cabinets
Room #10 – Intake Coordinator	1	Small Grey Couch	1	Small Two-Drawer Cabinet
	2	Blue Armchairs	1	Step Stool
	1	Large Desk	1	Refrigerator
	3	Bookshelves	1	Black Exam Chair
	1	Glass Top Table	1	Phlebotomy Chair
	4	Pillows	1	TV
	1	Two-Drawer Table	2	TV remotes
	1	Armchair	2	Wet Floor Signs
	1	Safe	2	Brooms w/ Dust Pans
	1	Air Conditioner	1	Metal Sign
	6	Boxes of Intake Supplies	1	Fish Picture
Room #11 – Intake Assistant	1	Black Desk		
	1	Computer Chair		
	1	Glass Top Table		
	2	Grey Chairs		
	1	Five-Shelf Bookcase		
	6	Booster Seats		
	1	Trash Can		
	1	Box of Intake Supplies		
<u>Chapel</u>	2	Drum Sets		
	1	Casio Keyboard		
	22	Boxes of Miscellaneous Ornaments		

Children's Activity Center (CAC)

Activity Center	6	Tables	Kitchen	3	Microwaves
	610	Folding Chairs		1	Freezer
	1	Pool Table		2	Refrigerators
	6	Metal Bookshelves			
	1	Foosball Table			
	1	Billiard Table			
	20	Containers of Gym Supplies			
	1	Air Hockey table			
	2	Couches			
	1	Canoe			
	1	Keyboard			
	6	Chairs			
	1	Chair			
	1	Nativity Scene			
	1	Popcorn Machine			
	1	Safe			
	1	Desk			
	2	Basketball Arcade Games			
	10	Basket Balls			
	2	Volley Balls			

Cottage #1

Cottage 1A			Cottage 1B		
Bedrooms	8	Beds	Bedrooms	6	Beds
	3	Small Desks w/ Chairs		3	Desks w/ Chairs
				1	Bag of Clothing
Living Room	3	Couches		1	Suitcase
	2	Tables		1	Backpack
	10	Chairs	Living Room	3	Couches
	1	Television		2	Tables
	2	Boxes-Kitchen Items		10	Chairs
	3	Boxes-bedding		1	Display Cabinet
	1	Boxes-Stuffed Animals		15	Boxes-Hygiene & Cleaning
	2	Boxes-Bathroom Supplies			Boxes-Hair Care Items
Kitchen	1	Refrigerator			Books & Games
	1	Microwave			Boxes-Kitchen Items
	1	Stove		1	Bin-Kitchen Items
Office	2	Large Cabinet		1	Bin-Decorations
	2	Small Cabinet		3	Bags of Pillows
	2	Chairs		23	Pictures
Laundry Room	1	Washer	Office	2	Large Cabinets
	1	Dryer		1	Small Refrigerator
	4	Laundry Baskets		1	Chair
			Outside Area	12	Bicycles

Cottage #2

Cottage 2A Bedrooms	6	Beds
	2	Desks
	1	Chair
Living Room	2	Couches
	2	Small Tables
	12	Chairs
	3	Boxes-Blankets
	1	Boxes-Sheets & Pillowcases
	2	Boxes-Pillows
	2	Boxes-Sheets
	1	Boxes-Kitchen Items
	1	Boxes-Decorative Pillows
	2	Bins
	1	Small Microphone
	1	Large Microphone
Kitchen	1	Refrigerator
	1	Microwave
	1	Stove
Office	2	Large Cabinets
Laundry Room	1	Washer
	1	Dryer
	1	Safe (In Closet)

Cottage #3

Cottage 3A Bedrooms	8	Beds
	1	Chest of Drawers
	1	Bed Frame
Living Room	2	Couches
	10	Chairs
	1	Display cabinet
Kitchen	1	Refrigerator
	1	Microwave
	1	Stove
Office	1	Large Cabinet
Laundry Room	1	Washer
	1	Dryer

Cottage 2B Bedrooms	8	Beds
	3	Small Desks
	3	Chairs
	4	Bean Bag Chairs
	2	Area Rugs
Living Room	3	Couches
	1	Table
	13	Chairs
	8	Boxes-Decorative Pillows
	9	Boxes-Blankets & Sheets
	1	Boxes-Movies
Office	1	Cabinet
	1	Chair
Outside Area	1	Large Table
	5	Bicycle

Cottage 3B Bedrooms	6	Beds
	1	Box Spring
	3	Desks
	10	Chairs
Living Room	1	Table
	22	Chairs
Office	2	Large Cabinets
	1	Chair
Outside Area	1	Chair
	9	Bicycles

Founder's Lounge

Front Area	29	Tables	Kitchen	1	Commercial Ice Machine
	47	Chairs		1	Stainless Steel Table/Sink Combination
	8	Dining Table		1	Oven/flattop Griddle
	1	Curio Cabinet		1	Display Food Warmer
	1	Twelve-Drawer Wall cabinet		1	Steam Pot & stove
	2	Baby Grand Pianos		1	Meat Slicer
Rear Area	19	Chairs			
	2	Four-Drawer Cabinets			
	2	Bookshelves			
	1	Podium			
	1	Podium Chair			
	1	Fan			
	1	Desk			
	1	Large Chair			

Laundry Room

2	Microwaves	6	Chairs
130	Backpacks	1	Refrigerator
4	Cabinets w/ Children's Clothes	1	Four-Drawer File Cabinet
2	Commercial Washer	2	Large Chairs
2	Commercial Dryer		

Library

1	Couch	14	Tables
5	Chairs	1	Large Area Rug
5	Three-Shelf Bookcases	247	Boxes-Books

Classrooms

Classroom #1	Empty	Classroom #4	1	Refrigerator	
Classroom #2	1	Office Chair	6	Office Desks	
	1	School Chair	1	Small Side Table	
	2	Bean Bag Chairs	5	Small Chairs	
	1	Large Trash Can	1	Microwave	
	1	8' x 10' Area Rug	4	Area Rugs	
	1	Dry Erase Board	2	Dining chairs (Unassembled)	
Classroom #3	4	Foldable Tables	1	Folding Table	
	33	Children's chairs	2	Small Filing Cabinets	
	46	Children's Desks	1	Large Trash Cans	
	28	Filing cabinets	1	Sand tray	
	2	Large Desks	2	Volley Balls	
	8	Semi-Circle Table	1	Telephone	
	28	Filing Cabinets	1	White Noise Machine (Clinical)	
	11	Office Chairs		Misc. Art Supplies	
	18	Regular Chairs	Classroom #6	1	Trash Can
	8	Beanbag Chairs	1	Weighted Yoga Balls	
	1	4' Christmas Tree		Misc. Cords	
	1	Large Roll of Craft Paper	Classroom #7	40	Boxes-Toys & Clothes
	7	Projector Stands	70	Large Trash Bags-Toys	
1	Confidential Shredding Boxes				

- 1 Projector
- 2 Space Heaters

Ranch

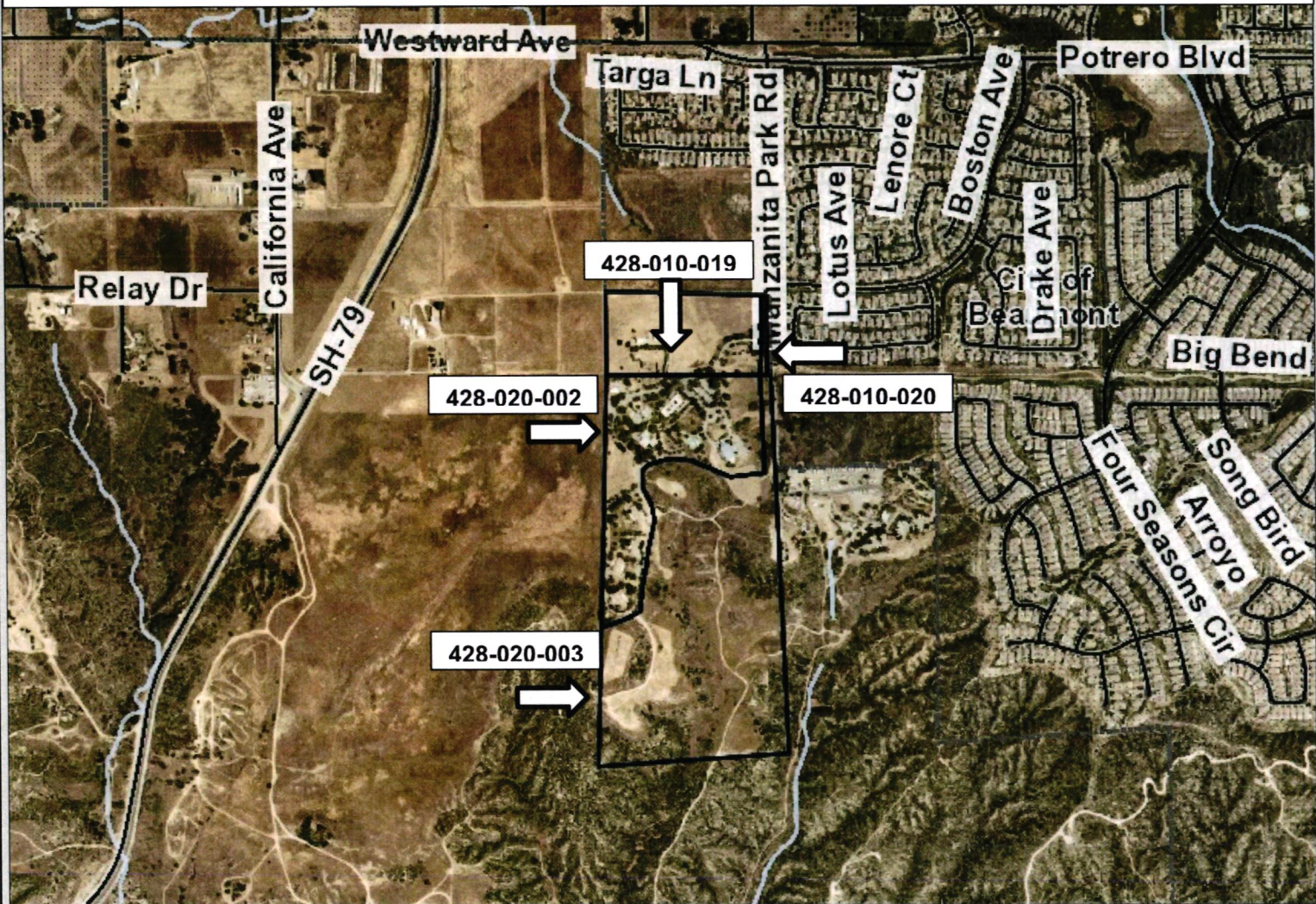
Office

- 2 Couches
- 3 File Cabinets
- 1 Refrigerator

Equipment

- 1 Manhindra Tractor
- 1 Manhindra Mower
- 1 Manhindra Auger
- 1 Arena Vapor Spring Tooth
- 1 Carriage
- 1 Leaf Blower
- 1 Torch Set
- 1 Welder

DEPARTMENT OF SOCIAL SERVICES
14700 MANZANITA PARK ROAD – DISTRICT 5
APN'S 428-010-019, 428-010-020, 428-020-002 & 428-020-003



Legend

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



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



REPORT PRINTED ON... 5/12/2023 3:41:04 PM

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Notes

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Riverside County Board of Supervisors Request to Speak

Submit request to Clerk of Board (right of podium), Speakers are entitled to three (3) minutes, subject to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: Jacki McCreary

Address: 17865 Gardner Ln

City: Riverside Zip: 92504

Phone #: 951-237-2077

Date: 6-27-23 Agenda # 3141

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

 Support Oppose Neutral

Note: If you are here for an agenda item that is filed for "Appeal", please state separately your position on the appeal below:

 Support Oppose Neutral

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda/Public Comment:

Notwithstanding any other provisions of these rules, a member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES. Donated time is not permitted during Public Comment.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please ensure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin to flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. ***Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.***

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman, may result in removal from the Board Chambers by Sheriff Deputies.