

RIVERSIDE COUNTY CHILDREN AND FAMILIES COMMISSION,  
A.K.A FIRST 5 RIVERSIDE COUNTY  
AMENDMENT No. 1 TO MEMORANDUM OF UNDERSTANDING 23-069 WITH  
RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH

AGREEMENT: 23-069  
PERIOD OF PERFORMANCE: April 18, 2022 through June 30, 2026  
EFFECTIVE DATE OF AMENDMENT: July 1, 2023  
AMENDED ANNUAL MAXIMUM REIMBURSABLE AMOUNT: \$ 172,828  
MAXIMUM AGGREGATE REIMBURSABLE AMOUNT: \$ 500,000

This Amendment No. 1 to the Memorandum of Understanding 23-069 is made by and between the Riverside County Children and Families Commission (Hereinafter RCCFC, F5RC or Contractor), and Riverside University Health System-Public Health (hereinafter RUHS-PH).

**WHEREAS**, the County of Riverside (“County”) for RUHS-PH entered into that certain lease (“Original Lease”) with F5RC for premises located at 14-320 Palm Drive, Desert Hot Springs, CA 92240, effective as of April 18, 2022 (“Original MOU”).

**WHEREAS**, the Original MOU expired on June 30, 2024 (“Prior Expiration”) and the parties have continued to perform and abide by their respective obligations under the Original MOU terms and conditions; and

**WHEREAS**, the parties mutually agree to continue performing under the terms of the MOU as set forth herein; and

**WHEREAS**, F5RC and RUHS-PH desire to ratify, amend certain terms, increase the maximum reimbursable amount, add additional premises, extend the period of performance, update Attachment A and Attachment B, and add mandated reporting and electronic signatures language.

**NOW THEREFORE**, in consideration of their mutual covenants, F5RC and RUHS-PH agree to amend the MOU according to the terms and in the manner set forth herein:

- 1. Recitals.** The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. Ratification.** The Parties hereby acknowledge and agree that this Amendment No. 1 shall be effective as of July 1, 2023 and all terms and conditions of the Original MOU herein are ratified and confirmed as of such date. The parties further agree that any actions taken pursuant to this Amendment No. 1 between the Effective Date and the date of Prior Expiration shall be deemed to have been taken pursuant to the terms and conditions of the Original MOU as amended herein.

**3. Section 1.0, "PURPOSE", to read as follows:**

"This Memorandum of Understanding ("MOU") is made and entered into by and between RUHS-PH and F5RC both agencies of COUNTY OF RIVERSIDE, a political subdivision of the State of California, enter into this Memorandum of Understanding (MOU) to provide the mechanism and define the roles and responsibilities for F5RC to occupy space at the locations identified in Attachment A (Premises). RUHS-PH and F5RC are collectively referred to as the "Parties" and individually as the "Party".

RUHS-PH and F5RC agree to the roles, responsibilities, and accompanying terms and conditions as outlined in this MOU."

**4. Amend Section 2.0, "SCOPE", delete in its entirety and replace with the following to read as:**

- 2.1 F5RC shall share space and costs with RUHS-PH the following dedicated square footage of the RUHS-PH's premises in accordance with **Attachment A**.
  - 2.1.1 Up to 806.53 dedicated square footage (sq ft) at the Desert Hot Springs WIC location, 14320 Palm Drive, Desert Hot Springs, CA 92240
  - 2.1.2 Up to 397.09 dedicated sq ft at the Jurupa WIC location, 8876 Mission Blvd, Jurupa Valley, CA 92509
  - 2.1.2 Up to 237.47 dedicated sq ft at the Temecula WIC location, 41002 County center, Bldg. B, Temecula, CA 92591

**5. Amend Section 3.0, "TERM", delete in its entirety and replace with the following to read as:**

- 3.1 This Amendment shall be retroactively effective beginning July 1, 2023 and continuing through June 30, 2026, unless earlier terminated in accordance with Section 5.0.
- 3.2 Any holding over by First 5 after the expiration of said term shall be deemed a month-to-month tenancy upon the same terms and conditions of this MOU.

**6. Amend Section 8.0, "COMPENSATION", delete in its entirety and replace with the following to read as:**

- 8.1 F5RC shall pay to RUHS-PH a percentage allocation of operating expenses based on total square footage occupied in accordance with Attachment A, and Attachment B for operating costs. Operating expenses include utilities, janitorial and maintenance, and security guard services.
- 8.2 RUHS-PH will be reimbursed monthly by F5RC via Journal Entry. RUHS-PH shall provide F5RC with a specification and backup documentation detailing the reimbursable amount on a monthly basis.
- 8.3 F5RC shall reimburse RUHS-PH for certain small improvement costs as necessary from time to time and included in the Maximum Reimbursable amount.
- 8.4 Beyond the stated costs, no Party to this MOU shall be obligated to pay any monetary compensation to the other to lease the facility.
- 8.5 The operating costs based on actuals for each County Fiscal Year and are approximately \$172,828 a year.

**7. Replace ATTACHMENT A, Floor Space Allocation.**

Attachment A, Floor Space Allocation is deleted in its entirety and replaced with Attachment A, Space Plan and Square footage Breakdown, attached hereto and incorporated herein by this reference.

**8. Amend ATTACHMENT B, Operating Costs.**

Attachment B, operating costs, is hereby updated to add a budget table, attached hereto and incorporated by this reference.

**9. Section 9.0 “NOTICES”, is added to read as follows and renumber subsequent sections accordingly:**

All notices, statistical reports, correspondence, and/or statements authorized or required by this MOU shall be addressed as follows:

<b>RUHS-PH</b>	Riverside University Health System – Public Health Procurement and Logistics - Contracts Unit 4065 County Circle Drive, Suite 403 Riverside, CA 92503
----------------	--

<b>First 5 Riverside County</b>	Riverside County Children & Families Commission (a.k.a. First 5 Riverside County) 585 Technology Ct. Riverside, CA 92507
---------------------------------	---

All notices shall be deemed effective when they are in writing and deposited in the United States mail, postage prepaid, and addressed as indicated above. Any notices, correspondence, reports, and/or statements authorized or required by this MOU addressed in any other fashion will not be acceptable, except invoices and other financial documents, which must be addressed to:

<b>RUHS-PH</b>	Riverside University Health System – Public Health Fiscal Services P.O. Box 7849 Riverside, CA 92513 or <a href="mailto:rivcoph-ap@ruhealth.org">rivcoph-ap@ruhealth.org</a>
----------------	---

**10. Section 10.0 “GENERAL”, Subsection 10.0.1 “MANDATED REPORTING”, is added to read as follows and renumber subsequent sections accordingly:**

“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 F5RC is a “mandated reporter” in the state of California, F5RC 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 11160-11164; 11165 -11174.3 or Welfare & Institutions Code Sections 15600 et seq, respectively.

Also, as a “mandated reporter”, F5RC shall establish a procedure to ensure that all employees, volunteers, consultants, subF5RCs 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”.

- 11. Section 11.0 “GENERAL”, Subsection 11.0.1 “SIGNED IN COUNTERPARTS”** is added to read as follows and renumber subsequent sections accordingly:

“This MOU 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 MOU”.

- 12. Section 12.0 “GENERAL”, Subsection 12.0.1 “ELECTRONIC SIGNATURES”** is added to read as follows and renumber subsequent sections accordingly:

“Each party of this MOU 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 MOU. 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”

- 13. Miscellaneous.** All other terms and conditions of the MOU not modified herein shall remain unchanged and in full force and effect.

- 14. Effective Date.** This Amendment No. 1 to the Original MOU 23-069, is effective as of July 1, 2023.


**Signature page follows**

**IN WITNESS WHEREOF**, the undersigned authorized representatives of the parties have executed this Amendment No. 1 to the Original MOU 23-069.

<b>Authorized Signature for Riverside County Children and Families Commission (a.k.a. First 5 Riverside County)</b>	<b>Authorized Signature for Riverside University Health System-Public Health (RUHS-PH)</b>
Printed Name of Person Signing: Tammi Graham	Printed Name of Person Signing: Kimberly Saruwatari
Title: Executive Director	Title: Director, RUHS-PH
Address: 585 Technology Ct. Riverside, CA 92507	Address: 4065 County Circle Drive Riverside, CA 92503
Date Signed:	Date Signed:

Approval as to Form

Kristine Bell-Valdez  
 County Counsel

By:   
 \_\_\_\_\_  
 Kristine Bell-Valdez  
 Supervising Deputy County Counsel

Date: 10/8/24

Approval as to Form

Katherine Wilkins  
 County Counsel

By: \_\_\_\_\_  
 Katherine Wilkins  
 Supervising Deputy County Counsel

Date: \_\_\_\_\_

**ATTACHMENT A**  
**SPACE PLAN & SQUARE FOOTAGE BREAKDOWN**

**1. Desert Hot Springs (DH1705) Effective July 1, 2024**

	Dedicated SF	% Dedicated SF	Common SF Allocation	Dept. Grand Total SF
WIC	590.42	32.99%	895.58	1486.00
CAP	392.59	21.94%	595.50	988.09
<b>First 5</b>	<b>806.53</b>	<b>45.07%</b>	<b>1223.38</b>	<b>2029.91</b>
Total	1789.54	100.00%	2714.46	4504.00
Common	2714.46			

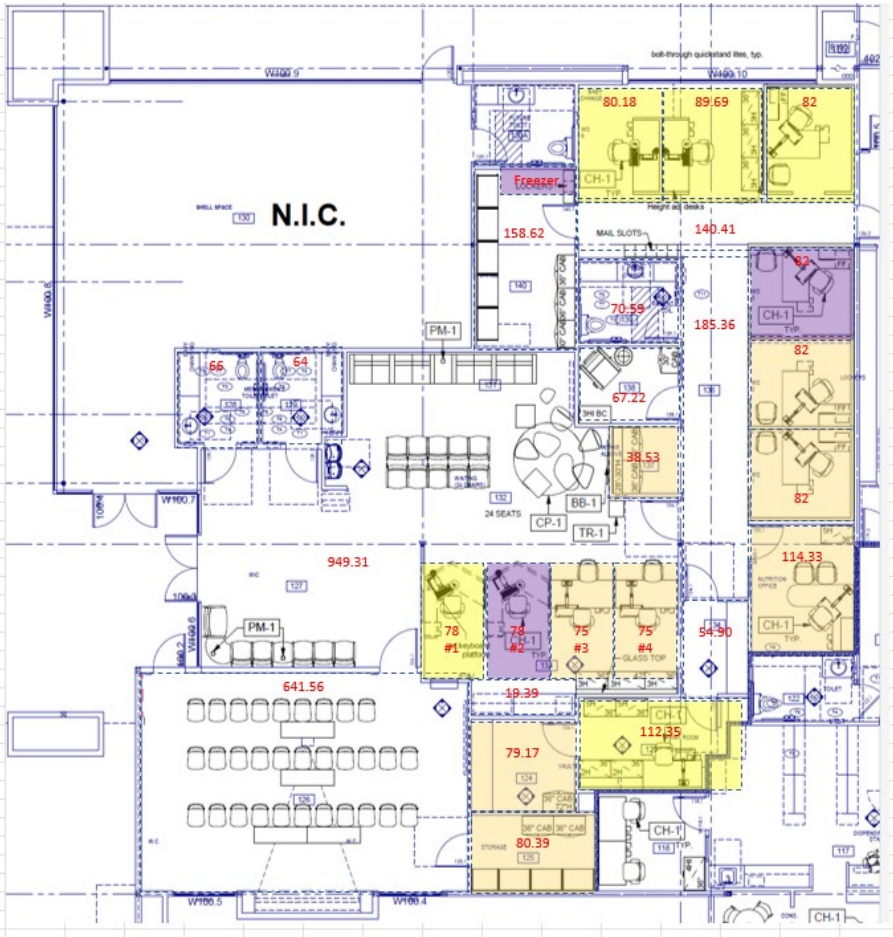
WIC	CAP	F5	Common
590.42	392.59	806.53	2714.46



**2. Jurupa (RV084) Retro effective January 1, 2024**

	Dedicated SF	% Dedicated SF	Common SF Allocation	Dept. Grand Total SF
WIC	626.42	50.37%	1689.08	2315.50
OOA	175	14.07%	471.87	646.87
First 5	442.22	35.56%	1192.41	1634.63
Total	1243.64	100.00%	3353.36	4597.00
Common Dedicated + Bldg Core	3353.36			

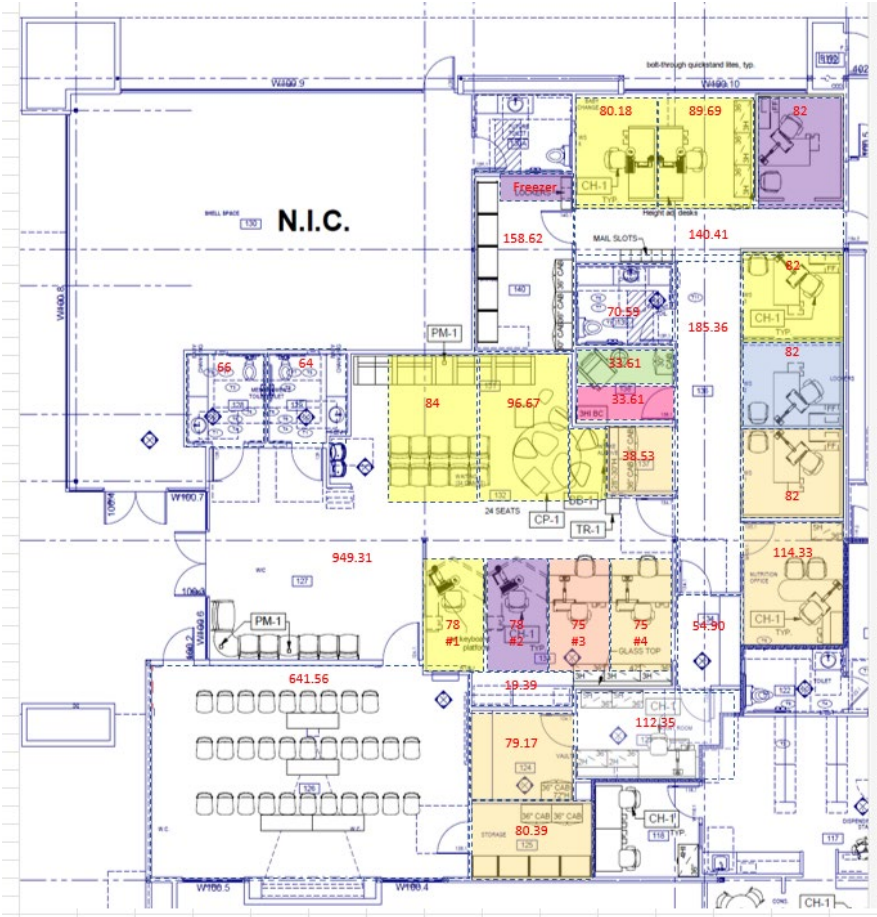
WIC	OOA	F5	Common
626.42	175	442.22	2402.36



3. Jurupa (RV084) Effective October 1, 2024

	Dedicated SF	% Dedicated SF	Common SF Allocation	Dept. Grand Total SF
WIC	469.42	34.04%	1095.22	1564.64
OOA	175	12.69%	408.30	583.30
<b>First 5</b>	<b>510.54</b>	<b>37.02%</b>	<b>1191.16</b>	<b>1701.70</b>
CSS	33.61	2.44%	78.42	112.03
CAP	82	5.95%	191.32	273.32
CHW	75	5.44%	174.99	249.99
WFD	33.61	2.44%	78.42	112.03
<b>Total</b>	<b>1379.18</b>	<b>100.00%</b>	<b>3217.82</b>	<b>4597.00</b>
Common Dedicated + Bldg Core	3217.82			

WFD	CHW	CAP	WIC	OOA	F5	CSS	Common
33.61	75	82	469.42	175	510.54	33.61	2266.82





**4. Temecula (TM1502) Retro effective January 1, 2024**

WIC	OOA	F5	IMMS	CAP	BH	CSS	Common
1629.64	246.92	237.47	438.73	195.88	117.65	100.38	3718.33

	Dedicated SF	% Dedicated SF	Common SF Allocation	Dept. Grand Total SF
WIC	1629.64	54.93%	2042.54	3672.18
OOA	246.92	8.32%	309.48	556.40
<b>F5</b>	<b>237.47</b>	<b>8.00%</b>	<b>297.64</b>	<b>535.11</b>
IMMS	438.73	14.79%	549.89	988.62
CAP	195.88	6.60%	245.51	441.39
BH	117.65	3.97%	147.46	265.11
CSS	100.38	3.38%	125.81	226.19
<b>Total</b>	<b>2966.67</b>	<b>100.00%</b>	<b>3718.33</b>	<b>6685.00</b>
Common	3718.33			



**ATTACHMENT B**  
**OPERATING COSTS**

**COST BREAKDOWN FOR FY23/24**

<b>RIVERSIDE COUNTY CHILDREN &amp; FAMILIES COMMISSION PROJECTED COST BREAKDOWN</b>					
<b>Clinic</b>	<b>Yearly Rent Cost</b>	<b>Yearly Maintenance Cost</b>	<b>Yearly Custodial Cost</b>	<b>Yearly Utilities Cost</b>	<b>Total Yearly Cost</b>
<b>DHS – JUL - DEC</b>	\$-	\$2,113	\$1,649	\$1,238	\$5,000
<b>DHS – JAN - JUNE</b>	\$-	\$12,561	\$9,799	\$7,357	\$29,717
<b>Jurupa</b>	\$90,035	\$ -	\$ -	\$1,765	\$91,800
<b>Temecula – APR - JUNE</b>	\$-	\$2,520	\$706	\$-	\$3,226
<b>Total</b>	<b>\$90,035</b>	<b>\$17,194</b>	<b>\$12,154</b>	<b>\$10,360</b>	<b>\$129,743</b>

\*Total is rounded to the nearest dollar.

**COST BREAKDOWN FOR FY24/25**

<b>RIVERSIDE COUNTY CHILDREN &amp; FAMILIES COMMISSION PROJECTED COST BREAKDOWN</b>					
<b>Clinic</b>	<b>Yearly Rent Cost</b>	<b>Yearly Maintenance Cost</b>	<b>Yearly Custodial Cost</b>	<b>Yearly Utilities Cost</b>	<b>Total Yearly Cost</b>
<b>DHS</b>	\$-	\$25,122	\$19,597	\$14,714	\$59,433
<b>Jurupa - JULY</b>	\$7,503	\$-	\$-	\$147	\$7,650
<b>Jurupa – AUG -SEPT</b>	\$15,306	\$-	\$-	\$294	\$15,600
<b>Jurupa – OCT - JUNE</b>	\$71,703	\$ -	\$ -	\$1,378	\$73,081
<b>Temecula</b>	\$-	\$10,586	\$2,967	\$-	\$13,553
<b>Total</b>	<b>\$94,512</b>	<b>\$35,708</b>	<b>\$22,564</b>	<b>\$16,533</b>	<b>\$169,317</b>

\*Total is rounded to the nearest dollar.

**COST BREAKDOWN FOR FY25/26**

<b>RIVERSIDE COUNTY CHILDREN &amp; FAMILIES COMMISSION PROJECTED COST BREAKDOWN</b>					
Clinic	Yearly Rent Cost	Yearly Maintenance Cost	Yearly Custodial Cost	Yearly Utilities Cost	Total Yearly Cost
<b>DHS</b>	\$-	\$25,122	\$19,597	\$14,714	\$59,433
<b>Jurupa - JULY</b>	\$7,967	\$-	\$-	\$153	\$8,120
<b>Jurupa - AUG - JUNE</b>	\$89,390	\$ -	\$ -	\$1,685	\$91,075
<b>Temecula</b>	\$-	\$11,115	\$3,115	\$-	\$14,230
<b>Total</b>	<b>\$97,357</b>	<b>\$36,237</b>	<b>\$22,712</b>	<b>\$16,552</b>	<b>\$172,858</b>

\*Total is rounded to the nearest dollar.