

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



ITEM: 3.24  
(ID # 22552)

**MEETING DATE:**

Tuesday, July 18, 2023

**FROM :** RUHS-BEHAVIORAL HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve Consulting Services Agreement with Astra Advisors LLC for the Retention of Outside Legal Counsel for Advice and Counsel Related to Public-Private Partnerships, All Districts. [\$400,000 Total Cost, Up to \$40,000 in Additional Compensation, \$200,000 annually, 100% General Fund]

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

1. Approve the Consulting Services Agreement with Astra Advisors LLC from July 1, 2023 to June 30, 2025 for FY 23/24 and FY 24/25 for the retention of outside legal counsel not to exceed the amount of \$400,000 to provide advice and counsel related to Public-Private Partnerships for the Behavioral Health Villages and Behavioral Health Hospital within the County;
2. Authorize the Chair of the Board of Supervisors to sign the attached Consulting Services Agreement with Astra Advisors LLC, which has been approved as to form by County Counsel, and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based upon the availability of funding and with form as approved by County Counsel to a) sign amendments that do not change the substantive terms of the Agreement; b) sign amendments to the compensation provisions that do not exceed 10% of the approved aggregate.

**ACTION:Policy**

  
Matthew Chang, Director 7/12/2023

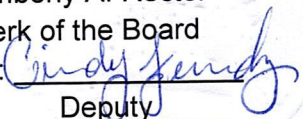
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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez, Washington, and Gutierrez  
Nays: None  
Absent: None  
Date: July 18, 2023  
xc: RUHS-BH

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>NET COUNTY COST</b>	\$ 200,000	\$ 200,000	\$400,000	\$ 0
<b>SOURCE OF FUNDS:</b> 100% General Fund			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 2023/2024 –	
			2024/2025	

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

**BACKGROUND:**

**Summary**

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County. The proposed Wellness Villages and Behavioral Health Hospital within the county require consultation due to the complexities and uniqueness of these projects.

Astra Advisors LLC, will be providing strategic advice related to capital leasing and financing, real property, lease/leaseback transactions, construction and public and private partnership projects. Expertise in all the areas listed previously are pertinent in establishing the Wellness Villages and the Behavioral Health Hospital. As the County navigates through the project requirements and grant requirements, Astra Advisors will be contracted on a “not to exceed” basis, the County will have the expertise available. In accordance with Ordinance No. 459, Section 7, Category I Exceptions for special counsel, at the request of RUHS-BH County Counsel identified a legal firm with specialized knowledge and project expertise for assistance specific to public private partnership (P3) transactions, without the need of competitive bids.

**Impact on Residents and Businesses**

These services are a component of Behavioral Health’s system of care aimed at improving the health and safety of consumers and the community.

**Additional Fiscal Information**

The Consulting Services Agreement will be covered by County General Funds approved in the FY 23/24 budget process for the Behavioral Health Wellness Villages.

**Attachments**

Attachment A: **Astra Advisors Professional Services Agreement**

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

*Meghan Hahn*  
Meghan Hahn, Deputy Director of Procurement 7/12/2023

*Jacqueline Ruiz*  
Jacqueline Ruiz, Sr. Management Analyst 7/13/2023

*Gregg Gu*  
Gregg Gu, Chief Deputy County Counsel 7/13/2023

**CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is entered into as of the date written below and is made by and between the County of Riverside, on behalf of the Riverside University Health System, Behavioral Health, a political subdivision of the State of California, hereinafter "COUNTY," "County" or "RUHS-BH", and Astra Advisors LLC, a California Limited Liability Company, hereinafter "CONSULTANT". The Parties hereto agree as follows:

1. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2023, and continue until June 30, 2025, or completion of the last work assignment, whichever occurs later, unless sooner terminated. The Parties may extend the Term of this Agreement by written amendment.
  
2. **CONSULTING SERVICES.** CONSULTANT shall provide consulting services as needed by County related to the development and construction of (1) Behavioral Health Village(s) in Riverside County and (2) a Behavioral Health Hospital in Riverside County (collectively, the "Projects"). The consulting services are necessary due to complex and unique issues arising out of the Projects which require a heightened level of expertise, including but not limited to, strategic advice related to capital leasing and financing, real property, lease/leaseback transactions, construction and public/private partnership projects.
  
3. **ASSIGNMENT OF PERSONNEL.** The CONSULTANT for this Agreement will be Shiraz Tangri. The CONSULTANT shall have full authority to act on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support staff shall be designated by the CONSULTANT. Any changes or substitution of the CONSULTANT must have the express written approval of County Counsel.
  
4. **PROFESSIONAL CONFLICT OF INTEREST.** CONSULTANT represents and warrants that no COUNTY or County of Riverside employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONSULTANT, or shall have any direct or indirect financial interest in this Agreement.

Anyone who is a former employee of County at the time of execution of this Agreement or who subsequently becomes affiliated with CONSULTANT in any capacity (employee, associate or partner) shall not: (i) participate in the services provided by CONSULTANT to County; or (ii) become a partner, shareholder or otherwise share in the profits of CONSULTANT for a period of one year from the date the former County employee left County employment.

The CONSULTANT shall have conducted a conflict of interest check prior to appointment under this Consulting Services Agreement. Since it is possible that some of the CONSULTANT'S present or future clients will have disputes with COUNTY during the

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time that CONSULTANT are representing the COUNTY, COUNTY and CONSULTANT agree that should the situation arise where a new or existing client engages CONSULTANT in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, CONSULTANT will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of CONSULTANT. Should COUNTY determine that it is best to terminate the services of CONSULTANT, COUNTY will notify CONSULTANT in writing of such decision and termination shall take effect upon the date indicated in the notice. CONSULTANT may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

5. TERMINATION. Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY shall terminate services by delivering to CONSULTANT a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.

After receiving a Termination Notice, and unless otherwise directed by COUNTY, CONSULTANT shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

CONSULTANT shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by CONSULTANT for COUNTY. CONSULTANT shall give COUNTY copies or originals, as appropriate of all files and work product for all matters on which it has been working. This includes any computerized index, computer programs and document retrieval system created or used for these matters.

6. COMPENSATION. The total amount of compensation paid to CONSULTANT under the terms of this Agreement shall not exceed an amount of two hundred thousand dollars (\$200,000) annually. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. CONSULTANT shall notify the COUNTY immediately in writing when CONSULTANT have expended seventy-five percent (75%) of the total compensation.

COUNTY shall pay CONSULTANT at the hourly rate of \$580 for services rendered.

7. EXPENSES. COUNTY shall reimburse CONSULTANT for its actual out-of-pocket expenses but without any additional costs for having advanced the funds or for expenses generally considered as overhead already reflected in the CONSULTANT'S hourly rate.

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; and (iv) copies of documents printed by outside firms; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which CONSULTANT have obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining sub-consultants; (ii) travel outside the County of Los Angeles; (iii) investigative services; and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide necessary information for COUNTY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY; (iv) mileage or travel expenses from the regular office of CONSULTANT to COUNTY.

8. PAYMENT. CONSULTANT shall submit its billing statement monthly, in arrears, no later than the last day of the month following the month(s) for which services were rendered. The original billing statement(s) and one copy shall be submitted to:

COUNTY: RUHS-BH  
Attn: Melissa Noone  
4095 County Circle Drive  
Riverside, CA 92503  
[mnoone@ruhealth.org](mailto:mnoone@ruhealth.org)

Office of County Counsel  
ATTN: Kristine Bell-Valdez  
3960 Orange St, Suite 500  
Riverside, CA 92501  
[KBValdez@rivco.org](mailto:KBValdez@rivco.org)

The CONSULTANT shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) a detailed description of specific activities; (ii) total current period fees and total cumulative fees billed; and (iii) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

CONSULTANT shall have and maintain all backup documentation to support all entries included in the monthly billing statement. Such documentation shall be in a form subject to audit and in accordance with generally accepted accounting principles. CONSULTANT shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and CONSULTANT.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on itemized billing statement(s) submitted by CONSULTANT. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from CONSULTANT. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

9. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made available in any Fiscal Year, this Agreement shall be terminated by COUNTY upon immediate notice to CONSULTANT. CONSULTANT shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. Melissa Noone, Administrative Services Manager, or designee, with concurrence from County Counsel on material issues, shall have authority to direct policy actions for COUNTY regarding CONSULTANT'S services.

11. CONFIDENTIALITY. CONSULTANT shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable Federal, State and County laws, regulations, ordinances and directives relating to confidentiality. CONSULTANT shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNICATIONS WITH COUNTY. CONSULTANT recognizes that its relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the work product doctrine and/or other privileges, and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. CONSULTANT warrants that it shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. CONSULTANT understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and CONSULTANT shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

13. LICENSES. CONSULTANT, its employees, agents, contractors and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing services under this agreement.

14. Intentionally Deleted

15. REQUIRED INSURANCE. Without limiting or diminishing CONSULTANT'S obligation to indemnify or hold COUNTY harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special

Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation: If CONSULTANT will have employees as defined by the State of California, CONSULTANT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 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 COUNTY as Additional Insured.

D. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate. If CONSULTANT'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either (1) an Extended Reporting Endorsement (also known as Tail Coverage); (2) Prior Dates Coverage from a new insurer with a date retroactive to the date of or prior to, the inception of this Agreement; or (3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items (1), (2) or (3) will continue as long as the law allows.

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an 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 the specific insurer and only for one policy term.

- 2) CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, CONSULTANT'S carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or  
2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) CONSULTANT shall cause its insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to 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 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 coverage's set forth herein and the insurance required herein is in full force and effect. *CONSULTANT shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed by the parties hereto and CONSULTANT'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.

- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 7) The CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) CONSULTANT agree 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.

16. INDEMNIFICATION. CONSULTANT 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, attorneys and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon negligence or willful misconduct in the performance of any services of CONSULTANT 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 CONSULTANT, its officers, employees, subcontractors, agents or representatives. CONSULTANT 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 services and performance.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at its sole cost, have the right to use counsel of its choice 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 CONSULTANT'S indemnification to Indemnitees as set forth herein.

CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the COUNTY or CONSULTANT at the following addresses below, or at any other address RUHS-BH or CONSULTANT shall provide in writing to each other:

To CONSULTANT:

Astra Advisors LLC  
Attn: Shiraz D. Tangri  
322 Culver Blvd, Unit #V315  
Playa Del Rey, CA 90293  
[shiraz@astradv.com](mailto:shiraz@astradv.com)

To RUHS-BH:

COUNTY: RUHS-BH  
Attn: Melissa Noone  
4095 County Circle Drive  
Riverside, CA 92503  
[mnoone@ruhealth.org](mailto:mnoone@ruhealth.org)

With a Copy to:

Office of County Counsel  
ATTN: Kristine Bell-Valdez  
3960 Orange St, Suite 500  
Riverside, CA 92501  
[KBValdez@rivco.org](mailto:KBValdez@rivco.org)

18. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by CONSULTANT to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, CONSULTANT may retain consultants and experts as CONSULTANT deems appropriate after receiving the written approval of COUNTY.

19. NON-DISCRIMINATION. In the performance of the terms of this Agreement, CONSULTANT shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color,

national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

20. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and CONSULTANT which supersedes all previous written or oral agreements, and all prior communications between COUNTY and CONSULTANT relating to the subject matter of this Agreement.

Dated: 7/18/23

COUNTY OF RIVERSIDE

By:   
Kevin Jeffries, Chair  
Board of Supervisors

ATTEST:

KIMBERLY A. RECTOR  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM  
County Counsel

By: 

ASTRA ADVISORS LLC

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Shiraz D. Tangri, Member