

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



ITEM: 3.16
(ID # 28115)

MEETING DATE:
Tuesday, August 26, 2025

FROM : FACILITIES MANAGEMENT AND PROBATION DEPARTMENT

SUBJECT: FACILITIES MANAGEMENT (FM) AND PROBATION DEPARTMENT: Indio Juvenile Hall Master Plan Project - Not a Project under the California Environmental Quality Act (CEQA); Approval of In-Principle and Preliminary Project Budget and Approval of Professional Services Agreement with Kitchell/CEM, Inc. for Consulting Services; District 4. [Total Cost \$471,526 - 100% Probation Department General Fund 10000]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve in-principle the Indio Juvenile Hall Master Plan (Indio JH Master Plan) Project located at 47665 Oasis Street in Indio, California, to develop a master plan for remodel, replacement or new construction requirements;
2. Find that the approved activities are not included in the definition of a project under the California Environmental Quality Act (CEQA), State CEQA Guidelines Section 15378;
3. Approve a preliminary project budget in the not-to-exceed amount of \$471,526 for the Project;
4. Authorize the use of Probation Department General Fund 10000 in the not-to-exceed amount of \$471,526, including reimbursement to Facilities Management (FM) for incurred project-related expenses;

Continued on Page 2

ACTION:Policy, CIP

Christopher Wright
Christopher Wright, Chief Probation Officer

7/9/2025

Vincent Yzaguirre
Vincent Yzaguirre

7/10/2025

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 26, 2025
xc: FM, Probation

Kimberly A. Rector
Clerk of the Board

By: *[Signature]*
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

5. Approve the Professional Services Agreement with Kitchell/CEM, Inc. (Kitchell) of Riverside, California, for the Indio JH Master Plan Project for consultant services in the not-to-exceed amount of \$340,960, and authorize the Chairman of the Board to execute the Agreement on behalf of the County;
6. Authorize the Director of Facilities Management, or designee, to administer the Agreement with Kitchell in accordance with applicable Board Policies;
7. Delegate project management authority for the Project to the Director of Facilities Management, or designee, in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and that are within the approved project budget; and
8. Authorize the Purchasing Agent to issue a purchase order to Kitchell for the purchase of consultant services in the amount not-to-exceed \$340,960.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 471,526	\$ 0	\$ 471,526	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Probation Department General Fund 10000 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Probation Department (Probation) and Facilities Management (FM) have been working together to develop a phased master plan for the Indio Juvenile Hall Campus located, at 47665 Oasis Street in Indio. The purpose of the master plan is to make better use of the existing facilities by expanding and/or enhancing the existing buildings or constructing new facilities. The existing facilities consist of administration, intake, housing units, vocational classes, a commercial kitchen, treatment/counseling areas, and recreational spaces. Part of the plan is to also bring the facilities up to current life safety requirements in accordance with the Americans with Disabilities Act (ADA).

As an authorized entity under Board of Supervisors Policy H-7, Facilities Management solicited a Request for Qualifications (RFQ) for Master Planning Consultant services for the Indio Juvenile Hall Master Plan Project. FM received three responses to the RFQ, which were reviewed and evaluated by Probation and FM staff. The selection committee conducted interviews with the top two consultants on April 22, 2025, and determined Kitchell/CEM, Inc. (Kitchell) to be well-qualified to provide the advertised consultant services for the Project. Kitchell has extensive experience providing consulting services to the County and other government agencies.

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

This item requests and recommends that the Board approve the Professional Services Agreement between the County and Kitchell in the amount of \$340,960. FM also recommends that the Board approve the Project, the preliminary project budget in the not-to-exceed amount of \$471,526, and the Professional Services Agreement with Kitchell in the amount of \$340,960.

The proposed action underwent preliminary review under the California Environmental Quality Act (CEQA). The Board approval to establish a budget and initiate design does not constitute a project under CEQA State Guidelines Section 15378. The initial design is a preliminary planning exercise that will determine the scope of the Master Plan. Once specific details regarding the Project descriptions, building sizes, and site plans become available during the planning and design process, additional CEQA documentation will be prepared. This will allow a meaningful evaluation of potential impacts, which can be evaluated as part of the Board's approval process of the Master Plan. This scope will determine what level of environmental review will accompany the Board's approval action at a future date.

Impact on Residents and Businesses

The Indio JH Master Plan Project will help to improve use and efficiency of the current space or will serve as a basis to expand and provide new and improved spaces for the youth, visitors and staff. This is a phased project that will assist in bringing the facility up to life safety and ADA compliance.

Additional Fiscal Information

The approximate allocation of the preliminary project budget is as follows:

BUDGET LINE ITEMS	BUDGET AMOUNT
DESIGN PROFESSIONAL OF RECORD	340,960
SPECIALTY CONSULTANTS	50,000
REGULATORY PERMITTING	0
CONSTRUCTION CONTRACT	0
OTHER CONSTRUCTION	0
COUNTY ADMINISTRATION	37,700
PROJECT CONTINGENCY	42,866
PRELIMINARY PROJECT BUDGET	\$ 471,526

All costs associated with this Board action will be 100% funded through the Probation Department General Fund 10000 and will be expended in FY 25/26.

Attachment:

- Professional Services Agreement with Kitchell/CEM, Inc.

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

Melissa Curtis 6/19/2025 *Evangelina Gregorio EO* 8/14/2025
Melissa Curtis, Deputy Director of Purchasing and Fleet Evangelina Gregorio EO, Principal Mgmt Analyst

Aaron Gettis 8/12/2025
Aaron Gettis, Chief of Deputy County Counsel

PROFESSIONAL SERVICES AGREEMENT

For FM08260014176

INDIO JUVENILE HALL MASTER PLAN

This Agreement is made and entered as of the date of the last signature on the signature page of this contract by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY") and KITCHELL/CEM, INC., a California corporation, (herein referred to as "CONSULTANT").

WHEREAS, Government Code Section 31000 et seq. authorizes the COUNTY to contract for services with a person who is specially trained and experienced, and who is competent to perform the special services required; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein.

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

1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other activities necessary to develop a Master Plan for the Probation Department as described in further detail in Exhibit "A" for the Project entitled: Indio Juvenile Hall Master Plan Project. CONSULTANT shall provide all services in accordance with this Agreement and as outlined and specified in Exhibit "A", consisting of three (3) pages, attached hereto and by this reference incorporated herein.

1.1 CONSULTANT represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately complete the project. CONSULTANT shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONSULTANT further represents and warrants to the COUNTY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. CONSULTANT further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of services within one (1) calendar day after execution of this Agreement and shall diligently perform the services to full completion of the Project as required and in accordance with the scheduled Project completion date of February 28, 2026, unless sooner terminated as specified in Section 8, or extended as provided in Section 13. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The COUNTY shall pay the CONSULTANT for services performed and expenses incurred as follows:

3.1 COUNTY shall pay to CONSULTANT for services performed in accordance with the Scope of Services set forth in Exhibit "A". The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the maximum of THREE HUNDRED FORTY THOUSAND, NINE-HUNDRED SIXTY DOLLARS (\$340,960.00), including reimbursable expenses, per Exhibit "A", unless a written amendment to the Agreement is executed by both parties prior to performance of additional services.

3.2 Reimbursable expenses, if applicable, are defined in Exhibit "A".

3.3 Said compensation shall be paid in accordance with an invoice submitted to COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.

3.4 Unless otherwise stated in Exhibit "A", the basis for the monthly invoice and payment thereon shall be on a percentage completion basis to be billed monthly.

3.5 Labor Code and Prevailing Wages Rates

3.5.1 Certain Classifications of Labor under this contract are subject to prevailing wage requirements. It is anticipated that survey and/or soils testing work will or may be performed which classifications are subject to payment of prevailing wage when performed as pre-construction or construction activities on a public works project.

3.5.2 Reference is made to Chapter 1, Part 7, Division 2 of the California Labor

Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's compensation insurance and directly affect the method of prosecution of the work by CONSULTANT and subject it under certain conditions to penalties and forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."

3.5.3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem wages applicable to the work, and for holiday and overtime work, including employer payments for health and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>, and are available at the main office of COUNTY.

4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be entitled to any benefits payable to employees of COUNTY including County Workers' Compensation benefits.

COUNTY is not required to make any deductions from the compensation payable to CONSULTANT under this Agreement, and as an independent contractor, CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

Personnel performing any services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT'S exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

5. CONSULTANT'S RESPONSIBILITY: It is understood that the CONSULTANT has the skills, experience and knowledge necessary to perform the services agreed to be performed under this Agreement, and that the COUNTY relies upon the CONSULTANT'S representations about its skills, experience and knowledge to perform the CONSULTANT'S services in a competent manner. Acceptance by the COUNTY of the services to be performed under this Agreement does not operate as a release of said CONSULTANT from responsibility for the work performed. It is further understood and agreed that the CONSULTANT is apprised of the scope of the work to be performed under this Agreement and the CONSULTANT agrees that said work can and shall be performed in a fully competent manner.

6. INDEMNITY AND HOLD HARMLESS

6.1 Basic Indemnity. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify, and hold harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members, officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them, from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT

or its Subconsultants, or their respective employees, agents, representatives, or independent contractors.

“Losses” shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgments, settlements and expenses, including, without limitation, full and actual attorney’s fees (including, without limitation, attorney’s fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.

CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Section 6.2, below.

6.2 Indemnity for Design Professional Services. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including

but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional design services under this Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

Without affecting the rights of County under any other provision of this Agreement, CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or type of damages, compensation or benefits payable under any policy of insurance, workers' compensation acts, disability benefit acts or other employee benefit acts.

The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing their right to defense and/or indemnification under this Agreement.

7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the 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 the CONSULTANT has employees as defined by the State of California, the CONSULTANT 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.

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 the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

D. Professional Liability:

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT'S performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 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); or 2) Prior Dates Coverage from new insurer with a retroactive date back 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 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance

and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) shall contain the covenant of the insurance agent/producer that thirty (30) days written notice shall be given to the County of Riverside prior to cancellation of such insurance except ten (10) days for cancellation due to nonpayment. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified copies of the 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 the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, review original of the 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. Upon COUNTY'S request, CONSULTANT shall make available for inspection by County Risk Manager, at a mutually agreeable location, copies of CONSULTANT'S insurance policies.***

4) It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be construed as primary insurance, and the COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured program 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 in the scope of work; or, the term of this Agreement, including any

extension thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

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

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

8) CONSULTANT 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.

8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for COUNTY'S convenience or because of CONSULTANT'S failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the Scope of Services described in Exhibit "A" of this Agreement.

8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall, unless otherwise directed by the Notice, discontinue all services and deliver to the COUNTY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

8.2 Effect of Termination For Convenience. If the termination is to be for the convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. CONSULTANT shall provide documentation deemed adequate by COUNTY to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate thirty (30) days following receipt by the CONSULTANT of the written Notice of Termination.

8.3 Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be

compensated for those services which have been completed in accordance with this Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the COUNTY for any reasonable additional costs incurred by the COUNTY to revise work for which the COUNTY has compensated CONSULTANT under this Agreement, but which the COUNTY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Prior to discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, County's Representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate seven (7) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the COUNTY in determining whether to enter into future agreements with CONSULTANT.

8.4 Notwithstanding any of the provisions of this Agreement, CONSULTANT'S rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty, or a willful or material breach of this Agreement by CONSULTANT, or in the event of CONSULTANT'S unwillingness or inability for any reason whatsoever to perform the duties hereunder, or if the Agreement is terminated pursuant to Section 8. In such event, CONSULTANT shall not be entitled to any further compensation under this Agreement.

8.5 Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services

required under this Agreement. CONSULTANT further covenants that in the performance of this Agreement, no person having any such interest shall be employed or retained by it under this Agreement.

10. ADMINISTRATION: The Deputy Director, Facilities Management, Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY will be deemed void and of no force or effect.

12. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

13. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No additional services shall be performed by CONSULTANT without a written amendment to this Agreement.

CONSULTANT understands that the County Purchasing Agent or the County Board of Supervisors are the only authorized COUNTY representatives who may at any time, by written order, make any alterations within the general scope of this Agreement.

If CONSULTANT feels that any work requested of it is beyond the scope of services under this Agreement, any claim by the CONSULTANT for adjustment under this paragraph shall be made within thirty (30) days of when the CONSULTANT is requested to perform the disputed scope of work.

14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license and certification in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit "A", and that services(s) will be performed by properly trained and licensed staff.

15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any and all

records and information accessed or processed under this Agreement. CONSULTANT shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any oral or written communication, information, or effort of cooperation between COUNTY and CONSULTANT, or between COUNTY and CONSULTANT and any other party.

16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports, drawings, specifications, field data, field notes, laboratory test data, calculations, estimates and other similar documents are instruments of professional service, not products. Although ownership of such documents normally is retained by the CONSULTANT they nonetheless shall in this instance become upon their creation the property of the COUNTY whether the Project is constructed or not. The COUNTY may use design documents and the designs depicted in them, without the CONSULTANT'S consent, in connection with the Project, or other COUNTY Projects, including, without limitation, future additions, alterations, connections, repairs, information, reference, use or occupancy of the Project(s). Any reuse of the documents by COUNTY without the written consent of the CONSULTANT shall be at COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT, and COUNTY shall indemnify, defend and hold the CONSULTANT harmless from any claims or losses arising out of such use of the design documents by the COUNTY.

16.1 Upon completion of each phase of work described in Exhibit "A", the CONSULTANT shall furnish to the COUNTY two (2) copies of the deliverables, and/or documents completed for that phase as specified in Exhibit "A". Upon approval thereof by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an electronic copy or Compact Disk (CD) of the deliverables and/or documents.

17. JURISDICTION, VENUE: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California.

18. WAIVER: Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms

hereof, or stopping COUNTY from enforcement hereof.

19. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

20. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.

21. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

COUNTY:	CONSULTANT:
Facilities Management	Kitchell
Project Management Office	3600 Lime Street, Suite 523
3450 14 th Street, Suite 200	Riverside, CA, 92501
Riverside, CA 92501	Attn: Heather Brown
Attn: Anna Rodriguez	

22. AUTHORIZATION: The party hereto for the COUNTY has caused their duly authorized representative to approve the contents of this Agreement as representative of the COUNTY'S requirements for this project. The execution of this Agreement by the COUNTY shall be through the authority given by the Riverside County Board of Supervisors.

23. COUNTERPARTS; DIGITAL SIGNATURES: This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this 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 signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or

adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Agreement.

“COUNTY”

COUNTY OF RIVERSIDE

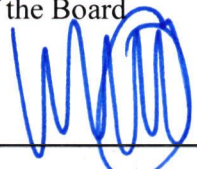
By: 

Chairman, Board of Supervisors
V. MANUEL PEREZ

ATTEST:

Kimberly Rector

Clerk of the Board

By: 
DEPUTY

(SEAL)

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

By: 
Lisa Sanchez (Aug 6, 2025 18:38:32 PDT)

Deputy County Counsel

“CONSULTANT”

KITCHELL/CEM, INC.

Name: Geoff Bachanas

Title: President

By: 
Geoff Bachanas (Aug 6, 2025 16:45:27 PDT)

Federal Tax I.D. No. _____

Address: 3600 Lime Street, Suite 523

Riverside, CA 92501

EXHIBIT "A"

KITCHELL/CEM, INC. (CONSULTANT) shall perform all services and other activities necessary to develop a Master Plan for the Probation Department's Indio Juvenile Hall located at 47665 Oasis Street in Indio, CA 92201 for the **INDIO JUVENILE HALL MASTER PLAN PROJECT – FM08260014176**.

I. PROJECT SCOPE OF SERVICES:

CONSULTANT'S services shall include:

1. TASK 1 – Evaluation of Existing Facility's Conditions
 - a. Kickoff Meeting
 - b. County PM Meeting
 - c. Review County Documents
 - d. Facility Tour and Inventory of Existing Spaces (Functionality)
 - e. Vision Setting Workshop
 - f. Data Gathering: Population and Operations
 - g. Stakeholder Operational and Space Needs Interviews (8-12)
 - h. Prepare Existing Conditions Exhibits
 - i. Workshop 1: Existing Conditions-Facility, Operations, Vision, Population Grouping(s)
 - j. Prepare and Submit for County Review: CHAPTER 1: Existing Conditions (1st Draft)
 - k. Project Management.
2. TASK 2 – Assessment of Future Space Needs and Gap Analysis
 - a. Projected Growth Analysis (ADP)
 - b. Operational Analysis and Best Practices Goals
 - c. Projected Bedspace Needs
 - d. Facility Utilization Assessment
 - e. Bedspace and Core Shortfall Assessment
 - f. Workshop 2: Future Needs
 - g. Infrastructure Needs Analysis
 - h. Prepare and Submit for County Review: CHAPTER 2: Future Needs and Gap Analysis and Revised CHAPTER 1
 - i. Project Management
3. TASK 3 – Space Planning
 - a. Develop Existing Space Program
 - b. Develop Future Needs Space Program (and Shortfall)
 - c. Identify Recommended Projects
 - d. Develop Buildout Space Utilizations Options (3 to 5)
 - e. Feasibility and Challenges (Logistical Pros and Cons)
 - f. Operational Pros and Cons

- g. Cost Oriented Pros and Cons
 - h. Programmatic Suitability (Ability to Meet Current and Projected Needs)
 - i. Sequencing Implications (Dependency on Other Actions)
 - j. High-Level Differential Cost Elements
 - k. Constructability
 - l. Workshop 3: Options Analysis and Preferred Option Selection
 - m. Refine Preferred Option Per Workshop for Chapter 3 Summary Graphics
 - n. Operational Implications
 - o. Pros and Cons
 - p. Quantities/Occupancy
 - q. Quantity Cost Parameters (LF, SF, etc. for All Elements)
 - r. Develop Test-Fits (As Needed, Proof of Concept Only)
 - s. Prepare and Submit for County Review: CHAPTER 3: Options Analysis and Preferred Option; Revised CHAPTER 2 and Final CHAPTER 1
 - t. Project Management.
4. TASK 4 – Develop Preferred Option
- a. Feasibility and Challenges (Logistical Pros and Cons)
 - b. Operational Pros and Cons
 - c. Cost Oriented Pros and Cons
 - d. Programmatic Suitability (Ability to Meet Current and Projected Needs)
 - e. Sequencing Implications (Dependency on Other Actions)
 - f. Construction Cost Estimates
 - g. Constructability
 - h. Recommended Implementation Timeframe/Sequencing/Phasing
 - i. Prepare and Submit for County Review: CHAPTER 4: Preferred Option-Projects, Costs and Implementation Strategy; and Revised CHAPTER 3 and Final CHAPTERS 1 and 2
 - j. Project Management
5. TASK 5 – Final Report Development
- a. Prepare and Submit for County Review: Complete Master Plan CHAPTERS 1-4; Appendices, Table of Contents, Executive Summary
 - b. Final Presentation
 - c. Project Management
6. Expense Reimbursement Allowance
- a. For unforeseen conditions

II. COMPENSATION:

CONSULTANT'S compensation fees:

1. FEES: The fee breakdown is as follows:
- a. TASK 1 – Evaluation of Existing Facility's Conditions (409 Hours @203.95/Hour) \$ 83,415
 - b. TASK 2 – Assessment of Future Space Needs & Gap Analysis (270 Hours @206.61/Hour) \$ 55,785

c. TASK 3 – Space Planning (611 Hours @194.07/Hour)	\$ 118,575
d. TASK 4 – Develop Preferred Option (264 Hours @183.88/Hour)	\$ 48,545
e. TASK 5 – Final Report Development (134 Hours @ 168.96/Hour)	\$ 22,640
f. Expense Allowance for Unforeseen Conditions	<u>\$ 12,000</u>
TOTAL FEES:	\$ 340,960

III. REIMBURSABLE EXPENSES:

1. Reimbursable expenses for printing, plotting, renderings requested by COUNTY, postage and handling, delivery costs, reproductions, and facsimiles, will be charged at the standard rate of cost-plus ten percent (10%).
2. If approved in advance by COUNTY, mileage for vehicle travel from CONSULTANT'S place of business (whether located within or outside the County of Riverside) to a point of destination outside the County or Riverside, but excluding the following: (1) travel and related subsistence to or from the County's offices or the Site for purposes of conducting inspections, observations or attending meetings that are part of Basic Services; (2) travel to and from residences to the CONSULTANT'S place of business; and (3) travel to or from CONSULTANT'S place of business located outside the County of Riverside to a location within the County of Riverside.









014176_Kitchell CEM_Indio JH Master Plan_Executed_08.01.25

Final Audit Report

2025-08-07

Created:	2025-08-01
By:	Teresa Valadez (TRValadez@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe0Y-HDnyLcrA5f_laalzPsQXjb1drx4

"014176_Kitchell CEM_Indio JH Master Plan_Executed_08.01.25" History

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-  Agreement completed.
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