

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



ITEM: 3.46
(ID # 28911)

MEETING DATE:
Tuesday, October 07, 2025

FROM : RUHS-BEHAVIORAL HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Approve Resolution No. 2025-270 to apply for and delegate signing authority for the Department of Healthcare Services for Funding from the Proposition 1 Behavioral Health Continuum Infrastructure Funding Program Round 2 upon grant award for the RUHS-BH Mental Health Rehabilitation Center; Approve the Professional Services Agreement with Boulder Associates, Inc. for architectural services; District 1. [Total Cost \$115,300, up to \$11,530 in Additional Compensation for the term of the Agreements for FY 2025/2026, 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Adopt Resolution No. 2025-270 Authorizing Application to and Participation in Proposition 1 Behavioral Health Continuum Infrastructure Program (Prop 1 BHCIP) Round 2 for the RUHS-BH Mental Health Rehabilitation Center;
2. Authorize the RUHS Behavioral Health Director, or Designee, to administer the BHCIP Funding Agreement upon grant award in accordance with applicable Board Policies, based on the availability of fiscal funding and as approved as to form by County Counsel to sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement;
3. Authorize the Board Chair to sign letter of support;

Continued on Page 2

ACTION:Policy


Matthew Chang, Director 9/29/2025

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: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: October 7, 2025
xc: RUHS-BH, Purchasing

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:

4. Approve the Professional Services Agreement (“Design Agreement”) with Boulder Associates, Inc. for conceptual services in the amount of \$115,300 and authorize the Chair of the Board to execute the Agreement on behalf of the County;

5. Authorize the Purchasing Agent, or Designee, to administer the Agreement with Boulder Associates, Inc. in accordance with applicable Board Policies, based on the availability of fiscal funding and as approved as to form by County Counsel to: (a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate cost of the agreement over the period of performance; and

6. Direct the Purchasing Agent to issue Purchase Orders to Boulder Associates, Inc. for services under the Design Agreement for goods and / or services that do not exceed the approved aggregate amount of the Design Agreement;

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$115,300	\$0	\$115,300	\$0
NET COUNTY COST	\$0	\$0	\$ 0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment:	No
			For Fiscal Year:	25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

RUHS-BH’s overall goal is to create a strong and effective behavioral health care continuum to serve the most vulnerable populations and intends to do so by increasing infrastructure capacity for Mental Health Rehabilitation Center (MHRC) level of care. This program provides residential intensive support and rehabilitative services designed to assist individuals with mental disorders who would have been placed in a state hospital or another mental health facility to develop skills to become self-sufficient and capable of increasing levels of independence and functioning. MHRCs have proven to be successful in rehabilitating and stepping down individuals to a lower level of care or home with their families. Given the need for level of care, RUHS-BH is seeking to increase capacity by 150 beds.

In May 2025, DHCS launched the Prop 1 BHCIP Round 2 – Unmet Needs Request for Applications to address historic gaps in the behavioral health care continuum and meet the growing demand for services and support across the life span of vulnerable individuals in need. This opportunity will offer \$800+ million in competitive grants to construct, acquire and rehabilitate real estate assets to expand treatment and service resources. RUHS-BH intends to competitively apply for funding to allow RUHS-BH to cover the entire construction costs of the

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

Riverside MHRC. RUHS-BH requests Board approval for Resolution No. 2025-270 to accept grant funds for the Riverside MHRC, if awarded.

The Prop 1 BHCIP Round 2 grant requires that Counties provide a ten percent match for projects, which can be in the form of cash or in-kind contributions, such as land or existing structures. The grant application requires a Board Authorizing Resolution (BAR) to delegate signature authority to sign the grant funding agreement within 60 days of grant award notification. Therefore, RUHS is requesting Board approval to apply for and accept the Prop 1 BHCIP Round 2 grant to construct and expand the Riverside MHRC.

The Prop 1 BHCIP Request for Applications requires that the applicant submits a conceptual/schematic design. RUHS-BH has selected Boulder Associates, Inc. through a competitive process to provide the necessary design component.

Impact on Residents and Businesses

These services are a component of RUHS's system of care aimed at improving the health and safety of its patients and the growing community

Contract History

In accordance with Board Policy H7 for the Selection of Architectural, Engineering and Real Estate Related Services, on August 20, 2025 and September 6, 2025, RUHS-BH worked in cooperation with Facilities Management to solicit a Request for Qualifications (RFQ) for an architectural firm to provide conceptual/schematic design of the MHRC for the purpose of the grant application. A total of 4 responses were received, and Boulder Associates, Inc. was deemed the best-qualified firm to provide the advertised services and most responsive bidder. Therefore, RUHS-BH is requesting that the Board approve the attached Design Agreement between the County and Boulder Associates, Inc. in the amount of \$115,300.

ATTACHMENTS:

- Boulder Associates Inc. Design Agreement
- Attachment A. Resolution No. 2025-270
- Attachment B. Letter of Support


Melissa Curtis, Deputy Director of Purchasing and Fleet 10/2/2025


Jacqueline Ruiz, Principal Analyst 10/2/2025


Gregg Gu, Chief of Deputy County Counsel 10/2/2025

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RESOLUTION NO. 2025-270

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
COUNTY OF RIVERSIDE AUTHORIZING APPLICATION TO AND
PARTICIPATION IN THE BEHAVIORAL HEALTH CONTINUUM
INFRASTRUCTURE PROGRAM (“BHCIP”) FOR THE RIVERSIDE
MENTAL HEALTH REHABILITATION CENTER PROJECT**

WHEREAS, The California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., (“Department”) has issued a Request for Applications, dated May 30, 2025 (“RFA”), for the Bond BHCIP Round 2 (2025) Unmet Needs Program (“Program”). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code sections 5965-5967.01 (“Behavioral Health Infrastructure Bond Act of 2024”).

WHEREAS, County of Riverside, by and through its Riverside University Health System (“Applicant”), desires to apply for Program grant funds for the Riverside Mental Health Rehabilitation Center Project (“Project”) and has submitted an application for Program grant funds (“Application”) to the Department for review and consideration.

WHEREAS; The Department is authorized to administer BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement (“Program Funding Agreement”), and all other legal requirements of the Program.

NOW THEREFORE, IT IS RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the County of Riverside in regular session assembled on October 7, 2025, at 9:30 a.m. or soon thereafter, in the meeting room located on the first floor of the County

FORM APPROVED COUNTY COUNSEL
BY KRISTINE BELL-VADEZ DATE

1 Administrative Center, 4080 Lemon Street, Riverside, California, that this Board does hereby
2 determine and declare as follows:

3 Section 1. Applicant is hereby authorized and directed to submit an Application to the
4 Department in response to the RFA, and to apply for Program grant funds in a total amount not
5 to exceed \$170 million for the Project.

6 Section 2. If the Application is approved, Applicant is hereby authorized and directed to
7 enter into, execute, and deliver a Program Funding Agreement for the total award amount, and
8 all other documents required or deemed necessary or appropriate to secure the Program grant
9 funds from the Department and to participate in the Program, and all amendments thereto
10 (collectively, the “Program Documents”).

11 Section 3. Applicant acknowledges and agrees that it shall be subject to the terms and
12 conditions specified in the Program Funding Agreement. Any and all activities, expenditures,
13 information, and timelines represented in the Application are enforceable through the Program
14 Funding Agreement. Funds are to be used for the allowable expenditures and activities identified
15 in the Program Funding Agreement. The Director of RUHS Behavioral Health, or designee, is
16 delegated the authority to execute the Program Funding Agreement on behalf of the Applicant.
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18 Section 4. Effective Date of Resolution. This Resolution shall take effect immediately
19 upon its adoption.
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THE FOREGOING RESOLUTION is approved and adopted by the Board of Supervisors of the County of Riverside this October 7, 2025, by the following vote:

AYES: Medina, Spiegel, Washington, Perez, and Gutierrez

NOES: None

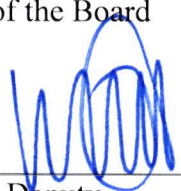
ABSENT: None

ABSTAIN: None



V. Manuel Perez, Chair
Board of Supervisors

ATTEST:
Kimberly Rector
Clerk of the Board


By _____
Deputy

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3 RESOLUTION NO. 2025-270

4 A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
5 COUNTY OF RIVERSIDE AUTHORIZING APPLICATION TO AND
6 PARTICIPATION IN THE BEHAVIORAL HEALTH CONTINUUM INFRASTRUCTURE
7 PROGRAM ("BHCIP") FOR THE RIVERSIDE
8 MENTAL HEALTH REHABILITATION CENTER PROJECT

9 ROLL CALL:

10 Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez

11 Nays: None

12 Absent: None

13 Abstain: None

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

16
17 KIMBERLY A. RECTOR, Clerk of said Board

18
19 By:  _____

20 Deputy



COUNTY OF RIVERSIDE

Board of Supervisors

District 1	Jose Medina 951-955-1010
District 2	Karen Spiegel 951-955-1020
District 3	Chuck Washington 951-955-1030
District 4	V. Manuel Perez 951-955-1040
District 5	Yxstian Gutierrez 951-955-1050

October 7, 2025

Matthew Chang, MD, MMM
Behavioral Health Director
Riverside University Health System – Behavioral Health
4095 County Circle Drive
Riverside, CA 92503

Re: RUHS Prop 1 BHCIP Round 2: Unmet Needs Application for the Riverside Mental Health Rehabilitation Center

Dear Dr. Chang:

I write to express strong support for the Riverside University Health System – Behavioral Health’s (RUHS-BH) Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs Applications and their corresponding project to provide critically needed behavioral health services to the residents of Riverside County.

There has been a significant increase over the last five years in the levels of adverse behavioral health conditions, which is exacerbated by the chronic need for behavioral health services in underserved areas. Proposition 1 was passed by California voters in March 2024 to improve California's capacity to address these concerns. Proposition 1 will make \$4.4 billion available for behavioral health infrastructure to develop and construct new behavioral health facilities.

RUHS-BH’s overall goal is to create a strong and effective behavioral health care continuum to serve the most vulnerable populations and intends to do so by increasing infrastructure capacity for Mental Health Rehabilitation Center (MHRC) level of care. This program provides residential intensive support and rehabilitative services designed to assist individuals with mental disorders who would have been placed in a state hospital or another mental health facility to develop skills to become self-sufficient and capable of increasing levels of independence and functioning. MHRCs have been proven to be successful in rehabilitating and stepping down individuals to a lower level of care or home with their families.

RUHS-BH will be filing an application to build a 150-bed MHRC in Riverside to provide residential intensive support and rehabilitative services designed to assist individuals with mental disorders who would have been placed in a state hospital or another mental health facility to develop skills to become self-sufficient and capable of increasing levels of independence and functioning. This level of care will also increase capacity for individuals who meet criteria for SB43, Prop 36 and CARE Court.



COUNTY OF RIVERSIDE

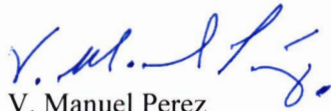
Board of Supervisors

District 1	Jose Medina 951-955-1010
District 2	Karen Spiegel 951-955-1020
District 3	Chuck Washington 951-955-1030
District 4	V. Manuel Perez 951-955-1040
District 5	Yxstian Gutierrez 951-955-1050

RUHS-BH has diligently transformed efforts around enhancing the quality of services provided and expanding access by offering the right care, at the right time, in the right setting. The key to this strategy is an integrated continuum of care that ensures individuals have the appropriate transitions of care and treatment in the least restrictive and most cost-effective manner. I support this initiative and respectfully urge the Department of Health Care Services' favorable review of this application.

Sincerely,

COUNTY OF RIVERSIDE



V. Manuel Perez
Chair, Board of Supervisors

1 PROFESSIONAL SERVICES AGREEMENT
2 FOR CONCEPTUAL DESIGNS FOR HARMONY HAVEN CHILDREN & YOUTH
3 WELLNESS CENTER PROJECT
4 FM08410013713

5 This Agreement is made and entered as of the date of the last signature on the signature page of
6 this contract by and between Boulder Associates, Inc. (herein referred to as "CONSULTANT"),
7 and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein
8 referred to as "COUNTY").

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

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

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

16 1. SCOPE OF SERVICES: CONSULTANT shall perform all services and other
17 activities necessary to design services for Conceptual Design as described in further detail in
18 Exhibit "A" for the Project entitled: Harmony Haven Children & Youth Wellness Center Project.
19 CONSULTANT shall provide all services in accordance with this Agreement and as outlined and
20 specified in Exhibit "A", consisting of 2 (two) page(s), attached hereto and by this reference
21 incorporated herein.

22 1.1 CONSULTANT represents and maintains that it is skilled in the professional
23 calling necessary to perform all services, duties and obligations required by this Agreement
24 to fully and adequately complete the project. CONSULTANT shall perform the services
25 and duties in conformance to and consistent with the standards generally recognized as
26 being employed by professionals in the same discipline in the State of California.
27 CONSULTANT further represents and warrants to the COUNTY that it has all licenses,
28 permits, qualifications and approvals of whatever nature are legally required to practice its

1 profession. CONSULTANT further represents that it shall keep all such licenses and
2 approvals in effect during the term of this Agreement.

3 2. PERIOD OF PERFORMANCE: CONSULTANT shall commence performance of
4 services within one (1) calendar day after execution of this Agreement, and shall diligently perform
5 the services to full completion of the Project as required and in accordance with the scheduled
6 Project completion date of June 30, 2026, unless sooner terminated as specified in Paragraph 8, or
7 extended as provided in Paragraph 13. All applicable indemnification provisions in this
8 Agreement shall remain in effect following the termination of this Agreement.

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

11 3.1 COUNTY shall pay to CONSULTANT for services performed in
12 accordance with the Scope of Services set forth in Exhibit "A". The total amount
13 of compensation paid to CONSULTANT under this Agreement shall not exceed
14 the maximum of One Hundred Fifty-Five Thousand. (\$115,300) per Exhibit B,
15 unless a written amendment to the Agreement is executed by both parties prior to
16 performance of additional services.

17 3.2 Reimbursable expenses, if applicable, are defined in Exhibit "B".

18 3.3 Said compensation shall be paid in accordance with an invoice submitted to
19 COUNTY by CONSULTANT within fifteen (15) days from the last day of each calendar
20 month, and COUNTY shall pay the invoice within thirty (30) working days from the date
21 of receipt of the invoice.

22 3.4 Unless otherwise stated in Exhibit "B", the basis for the monthly invoice
23 and payment thereon shall be on a percentage completion basis to be billed monthly.

24 4. INDEPENDENT CONTRACTOR: COUNTY retains CONSULTANT on an
25 independent contractor basis. CONSULTANT is not, and shall not be considered to be in any
26 manner, an employee, agent or representative of the COUNTY. CONSULTANT shall not be
27 entitled to any benefits payable to employees of COUNTY including County Workers'
28 Compensation benefits. COUNTY is not required to make any deductions from the compensation

1 payable to CONSULTANT under this Agreement, and as an independent contractor,
2 CONSULTANT hereby holds COUNTY harmless from any and all claims that may be made
3 against COUNTY based upon any contention by any third party that an employer-employee
4 relationship exists by reason of this Agreement.

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

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

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21 6. INDEMNITY AND HOLD HARMLESS

22 6.1 Basic Indemnity. To the fullest extent permitted by Applicable Laws,
23 CONSULTANT agrees to defend (through legal counsel reasonably acceptable to County)
24 (excluding Professional Liability claims, which are addressed in Section 6.2), indemnify, and hold
25 harmless County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of
26 Supervisors, elected and appointed officials, and each of their respective directors, members,
27 officers, employees, agents, representatives and volunteers ("Indemnitee(s)"), and each of them,
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1 from any and all Losses that arise out of or relate to any act or omission constituting ordinary and
2 not professional negligence (including, without limitation, negligent breach of contract),
3 recklessness, or willful misconduct on the part of CONSULTANT or its Subconsultants, or their
4 respective employees, agents, representatives, or independent contractors.

5
6 CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from
7 all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees
8 or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance,
9 retirement or any other benefit not explicitly set forth in this contract and arising out of work
10 performed for County pursuant to this Agreement. The Indemnitees shall be entitled to the defense
11 and indemnification provided for hereunder regardless of whether the Loss is in part caused or
12 contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided,
13 however, that nothing contained herein shall be construed as obligating CONSULTANT to
14 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of
15 Paragraph 6.2, below.
16

17 6.2 Indemnity for Design Professional Services. To the fullest extent permitted by
18 Applicable Law, CONSULTANT agrees to defend through legal counsel reasonably acceptable to
19 County, indemnify and hold harmless the Indemnitees, and each of them, against any and all
20 Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct
21 constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their
22 respective employees, agents, representatives, or independent contractors. The Indemnitees shall
23 be entitled to the defense, and indemnification provided for hereunder regardless of whether the
24 Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other
25 person or entity; provided, however, that nothing contained herein shall be construed as obligating
26 CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under
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1 the provisions of this section. CONSULTANT shall defend and pay, all costs and fees, including
2 but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims,
3 demands, actions, or proceedings to the extent and in proportion to the percentage, such costs and
4 fees arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of
5 CONSULTANT arising out of or from the performance of professional design services under this
6 Agreement. The duty to defend applies to any alleged or actual negligence, recklessness, willful
7 misconduct of CONSULTANT. The cost for defense shall apply whether or not CONSULTANT
8 is a party to the lawsuit, and shall apply whether or not CONSULTANT is directly liable to the
9 plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be
10 actively negligent, but only in proportion to the percentage of fault or negligence of
11 CONSULTANT.
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14 Without affecting the rights of County under any other provision of this Agreement,
15 CONSULTANT shall not be required to indemnify or hold harmless or provide defense or defense
16 costs to an Indemnitee for a Loss due to that Indemnitee's negligence, recklessness or willful
17 misconduct; provided, however, that such negligence, recklessness or willful misconduct has been
18 determined by agreement of CONSULTANT and Indemnitee or has been adjudged by the findings
19 of a court of competent jurisdiction.
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21 CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity
22 agreements with provisions identical to those set forth in this section from each and every
23 Subconsultant, of every Tier.

24 CONSULTANT's indemnification obligations under this Agreement shall not be limited by
25 the amount or type of damages, compensation or benefits payable under any policy of insurance,
26 workers' compensation acts, disability benefit acts or other employee benefit acts.
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1 The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and
2 consultant costs in pursuing or enforcing their right to defense and/or indemnification under this
3 Agreement.

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7 7. INSURANCE: Without limiting or diminishing the CONSULTANT'S obligation
8 to indemnify or hold the COUNTY harmless, CONSULTANT shall procure and maintain or cause
9 to be maintained, at its sole cost and expense, the following insurance coverage during the term of
10 this Agreement. As respects to the insurance section only, the COUNTY herein refers to the
11 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective
12 directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or
13 representatives as Additional Insureds.

14 A. Workers' Compensation:

15 If the CONSULTANT has employees as defined by the State of California, the
16 CONSULTANT shall maintain statutory Workers' Compensation Insurance
17 (Coverage A) as prescribed by the laws of the State of California. Policy shall
18 include Employers' Liability (Coverage B) including Occupational Disease with
19 limits not less than \$1,000,000 per person per accident. The policy shall be
20 endorsed to waive subrogation in favor of The County of Riverside.

21 B. Commercial General Liability:

22 Commercial General Liability insurance coverage, including but not limited to,
23 premises liability, unmodified contractual liability, products and completed
24 operations liability, personal and advertising injury, and cross liability coverage,
25 covering claims which may arise from or out of CONSULTANT'S performance of
26 its obligations hereunder. Policy shall name the COUNTY as Additional Insured.
27 Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined
28 single limit. If such insurance contains a general aggregate limit, it shall apply

1 separately to this Agreement or be no less than two (2) times the occurrence limit.

2 C. Vehicle Liability:

3 If vehicles or mobile equipment are used in the performance of the obligations
4 under this Agreement, then CONSULTANT shall maintain liability insurance for
5 all owned, non-owned or hired vehicles so used in an amount not less than
6 \$1,000,000 per occurrence combined single limit. If such insurance contains a
7 general aggregate limit, it shall apply separately to this Agreement or be no less
8 than two (2) times the occurrence limit. Policy shall name the COUNTY as
9 Additional Insureds.

10 D. Professional Liability:

11 CONSULTANT shall maintain Professional Liability Insurance providing
12 coverage for the CONSULTANT'S performance of work included within this
13 Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and
14 \$2,000,000 annual aggregate. If CONSULTANT'S Professional Liability
15 Insurance is written on a claims made basis rather than an occurrence basis, such
16 insurance shall continue through the term of this Agreement and CONSULTANT
17 shall purchase at his sole expense either 1) an Extended Reporting Endorsement
18 (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with
19 a retroactive date back to the date of, or prior to, the inception of this Agreement;
20 or, 3) demonstrate through Certificates of Insurance that CONSULTANT has
21 maintained continuous coverage with the same or original insurer. Coverage
22 provided under items; 1), 2) or 3) will continue as long as the law allows.

23 E. General Insurance Provisions - All lines:

24 1) Any insurance carrier providing insurance coverage hereunder shall be
25 admitted to the State of California and have an A M BEST rating of not less than
26 A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk
27 Manager. If the County's Risk Manager waives a requirement for a particular
28 insurer such waiver is only valid for that specific insurer and only for one policy

1 term.

2 2) The CONSULTANT must declare its insurance self-insured retention for
3 each coverage required herein. If any such self-insured retention exceed \$500,000
4 per occurrence each such retention shall have the prior written consent of the
5 County Risk Manager before the commencement of operations under this
6 Agreement. Upon notification of self-insured retention unacceptable to the
7 COUNTY, and at the election of the Country's Risk Manager, CONSULTANT'S
8 carriers shall either; 1) reduce or eliminate such self-insured retention as respects
9 this Agreement with the COUNTY, or 2) procure a bond which guarantees payment
10 of losses and related investigations, claims administration, and defense costs and
11 expenses.

12 3) CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to
13 furnish the County of Riverside with either 1) a properly executed original
14 Certificate(s) of Insurance and certified original copies of Endorsements effecting
15 coverage as required herein, and 2) if requested to do so orally or in writing by the
16 County Risk Manager, provide original Certified copies of policies including all
17 Endorsements and all attachments thereto, showing such insurance is in full force
18 and effect. Further, said Certificate(s) shall contain the covenant of the insurance
19 agent/producer that thirty (30) days written notice shall be given to the County of
20 Riverside prior to cancellation of such insurance except ten (10) days for
21 cancellation due to nonpayment. In the event of a material modification,
22 cancellation, expiration, or reduction in coverage, this Agreement shall terminate
23 forthwith, unless the County of Riverside receives, prior to such effective date,
24 another properly executed original Certificate of Insurance and original copies of
25 endorsements or certified copies of the policies, including all endorsements and
26 attachments thereto evidencing coverage's set forth herein and the insurance
27 required herein is in full force and effect. **CONSULTANT shall not commence**
28 **operations until the COUNTY has been furnished original Certificate (s) of**

1 *Insurance and certified original copies of endorsements and if requested, review*
2 *original of the policies of insurance including all endorsements and any and all*
3 *other attachments as required in this Section. An individual authorized by the*
4 *insurance carrier to do so on its behalf shall sign the original endorsements for*
5 *each policy and the Certificate of Insurance. Upon COUNTY'S request,*
6 *CONSULTANT shall make available for inspection by County Risk Manager, at*
7 *a mutually agreeable location, copies of CONSULTANT'S insurance policies.*

8 4) It is understood and agreed to by the parties hereto that the
9 CONSULTANT'S insurance shall be construed as primary insurance, and the
10 COUNTY'S insurance/or deductible and/or self-insured retentions or self-insured
11 program shall not be construed as contributory.

12 5) If, during the term of this Agreement or any extension thereof, there is a
13 material change in the scope of services; or, there is a material change in the
14 equipment to be used in the performance in the scope of work; or, the term of this
15 Agreement, including any extension thereof, exceeds five (5) years; the COUNTY
16 reserves the right to adjust the types of insurance and the monetary limits of liability
17 required under this Agreement, if in the County Risk Manager's reasonable
18 judgment, the amount or type of insurance carried by the CONSULTANT has
19 become inadequate.

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

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

24 8) CONSULTANT agrees to notify COUNTY of any claim by a third party or
25 any incident or event that may give rise to a claim arising from the performance of
26 this Agreement.

27 8. TERMINATION: COUNTY may, by written notice to CONSULTANT, terminate
28 this Agreement in whole or in part at any time. Such termination may be for COUNTY'S

1 convenience or because of CONSULTANT’S failure to perform its duties and obligations under
2 this Agreement including, but not limited to, the failure of CONSULTANT to timely perform
3 services pursuant to the Scope of Services described in Exhibit “A” of this Agreement.

4 8.1 Discontinuance of Services. Upon Termination, CONSULTANT shall,
5 unless otherwise directed by the Notice, discontinue all services and deliver to the
6 COUNTY all data, estimates, graphs, summaries, reports, and other related materials as
7 may have been prepared or accumulated by CONSULTANT in performance of services,
8 whether completed or in progress.

9 8.2 Effect of Termination For Convenience. If the termination is to be for the
10 convenience of the COUNTY, the COUNTY shall compensate CONSULTANT for
11 services satisfactorily provided through the date of termination. CONSULTANT shall
12 provide documentation deemed adequate by COUNTY to show the services actually
13 completed by CONSULTANT prior to the date of termination. This Agreement shall
14 terminate thirty (30) days following receipt by the CONSULTANT of the written Notice
15 of Termination.

16 8.3 Effect of Termination For Cause. If the termination is due to the failure of
17 CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be
18 compensated for those services which have been completed in accordance with this
19 Agreement and accepted by the COUNTY. In such case, the COUNTY may take over the
20 work and prosecute the same to completion by contract or otherwise. Further,
21 CONSULTANT shall be liable to the COUNTY for any reasonable additional costs
22 incurred by the COUNTY to revise work for which the COUNTY has compensated
23 CONSULTANT under this Agreement, but which the COUNTY has determined in its sole
24 discretion needs to be revised in part or whole to complete the Project. Prior to
25 discontinuance of services, the COUNTY may arrange for a meeting with CONSULTANT
26 to determine what steps, if any, CONSULTANT can take to adequately fulfill its
27 requirements under this Agreement. In its sole discretion, County’s Representative may
28 propose an adjustment to the terms and conditions of the Agreement, including the contract

1 price. Such contract adjustments, if accepted in writing by the Parties, shall become
2 binding on CONSULTANT and shall be performed as part of this Agreement. In the event
3 of termination for cause, unless otherwise agreed to in writing by the parties, this
4 Agreement shall terminate seven (7) days following the date the Notice of Termination was
5 mailed to the CONSULTANT. Termination of this Agreement for cause may be
6 considered by the COUNTY in determining whether to enter into future agreements with
7 CONSULTANT.

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

15 8.5 Cumulative Remedies. The rights and remedies of the parties provided in
16 this Section are in addition to any other rights and remedies provided by law or under this
17 Agreement.

18 9. CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no
19 interest, including but not limited to, other projects or independent contracts, and shall not acquire
20 any such interest, direct or indirect, which would conflict in any manner or degree with the
21 performance of services required under this Agreement. CONSULTANT further covenants that
22 in the performance of this Agreement, no person having any such interest shall be employed or
23 retained by it under this Agreement.

24 10. ADMINISTRATION: The Deputy Director, Economic Development Agency,
25 Project Management Office (or designee) shall administer this Agreement on behalf of COUNTY.

26 11. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either
27 in whole or in part, without prior written consent of COUNTY. Any assignment or purported
28 assignment of this Agreement by CONSULTANT without the prior written consent of COUNTY

1 will be deemed void and of no force or effect.

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

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

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

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

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

23 15. CONFIDENTIALITY: CONSULTANT shall maintain the confidentiality of any
24 and all records and information accessed or processed under this Agreement. CONSULTANT
25 shall not disclose, except as permitted by this Agreement or as authorized by the COUNTY, any
26 oral or written communication, information, or effort of cooperation between COUNTY and
27 CONSULTANT, or between COUNTY and CONSULTANT and any other party.

28 16. DOCUMENTS: The COUNTY acknowledges that the CONSULTANT'S reports,

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

13 16.1 Upon completion of each phase of work described in Exhibit "A", the
14 CONSULTANT shall furnish to the COUNTY three (3) copies of the deliverables, and/or
15 documents completed for that phase as specified in Exhibit "A". Upon approval thereof
16 by the COUNTY, the CONSULTANT shall furnish one reproducible set along with an
17 electronic copy on Compact Disk (CD) of the deliverables and/or documents.

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

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

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

1 including a government agency. Digital signature means an electronic identifier, created by
2 computer, intended by the party using it to have the same force and effect as the use of a manual
3 signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital
4 signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the
5 Civil Code.

6 [Signature Provisions on Following Page]
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1 IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute
2 this Agreement.

3 CONSULTANT:

4 Boulder Associates, INC.

5 By: Darci Hernandez

6 Title: Associate Principal, Architect

7 DATED: 10/07/2025

8 By: 

9 Federal Tax I.D. No. 84-0817826

10 COUNTY OF RIVERSIDE

11 RECOMMENDED FOR APPROVAL

12 DATED: _____

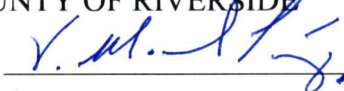
13 By: _____

14 _____, Deputy Director

15 _____ Project Management Office

16 COUNTY OF RIVERSIDE

17 DATED: OCT 07 2025

18 By: 

19 V. Manuel Perez

20 Chair, Board of Supervisors

21 ATTEST:
22 KIMBERLY A. RECTOR, Clerk

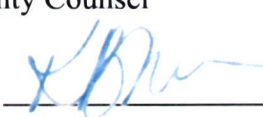
23 By 
24 DEPUTY

25 APPROVED AS TO FORM:

26 Minh C. Tran

27 County Counsel

28 DATED: 10/1/25

By: 

Supervising Deputy County Counsel

EXHIBIT A

Scope of Work

CONSULTANT NAME: BOULDER ASSOCIATES, INC.
PROJECT: MENTAL HEALTH REHABILITATION CENTER PROJECT

It is agreed by and between Riverside University Health System-Behavioral Health, (hereinafter referred to as COUNTY), and Boulder Associates, Inc. (hereinafter referred to as CONSULTANT), to develop an approximately 115,000 SF MHRC program and to provide programming, conceptual design level plans as follows:

I. DELIVERABLES

The CONSULTANT shall perform the following services for the project:

1. **Building Program Development:** Evaluation and documentation of the required building program. Scope includes conducting meetings with representatives from RUHS to review, define, and confirm the programmatic requirements.
2. **Conceptual Code Analysis:** Preparation of a preliminary code analysis, including an overview of applicable planning and zoning designations, allowable building area, construction type, and occupancy classifications relevant to the project.
3. **Conceptual Design Narratives:** Development of an architectural design narrative describing the overarching design intent, functional use of spaces, and specific goals related to behavioral health design. The narrative shall also include brief conceptual summaries of structural and MEP (mechanical, electrical, and plumbing) systems, as well as sustainable design considerations, as provided by the architectural team.
4. **Conceptual Site and Floor Plans:** Preparation of conceptual site and floor plans, including overall site layout indicating building placement, parking configuration, landscaping elements, access points, and compliance with applicable zoning requirements and setback criteria.
5. **Conceptual Building Design:** Preparation of color-coded floor plans that identify programmatic elements and major egress routes. Limited exterior elevation views shall be included to illustrate the proposed building form and provide preliminary notations on exterior materials.
6. **Conceptual Interior Design:** Selection and presentation of proposed interior materials, accompanied by inspirational imagery that communicates the intended quality and atmosphere of the interior design.
7. **Conceptual Renderings:** Production of two (2) high-level presentation renderings: one exterior view and one interior view. These renderings will serve to visually convey the overall design intent of the project.
8. **Conceptual Cost Estimate:** Development of a conceptual-level construction cost estimate. CONSULTANT shall collaborate with a General Contractor experienced in behavioral health projects to incorporate current industry knowledge and pricing into the estimate.

II. ADDITIONAL SERVICES

1. Renderings or Video Walk-Throughs: CONSULTANT shall provide renderings as out
2. Finish Boards: Conceptual interior materials will be included in PDF format by the CONSULTANT.
3. Sustainability: CONSULTANT will work with COUNTY to understand and outline sustainability goals.
4. Site Visits: CONSULTANT shall provide COUNTY with one site visit.
5. Meetings: CONSULTANT agrees to Six one (1) hour weekly meetings with the

III. TERMS AND CONDITIONS

1. The COUNTY consultants shall provide all necessary information, documentation, and decisions required for the CONSULTANT to perform its services in a timely manner. Delays in providing such information may impact the project schedule and may result in adjustments to the CONSULTANT's fee and/or timeline.
2. Any field investigations conducted by the CONSULTANT or its subconsultants of existing buildings, structures, or site conditions shall be for conceptual development purposes only. Such investigations shall not be construed as comprehensive surveys or sufficient to generate as-built documentation. Additional scope for detailed survey work, if required, shall be contracted separately.
3. In the event that the project is placed on hold or suspended by the COUNTY for more than thirty (30) consecutive calendar days, the CONSULTANT shall be entitled to an equitable adjustment of the compensation and schedule upon reactivation of the project. Additional fees may be applied to cover costs associated with project re-start, including but not limited to project re-familiarization and re-coordination.
4. The CONSULTANT shall include services to identify the need for testing and abatement of hazardous materials as part of the conceptual design scope. However, CONSULTANT is not responsible for performing such testing directly unless separately contracted to do so. All testing, sampling, and abatement must be performed by qualified professionals retained by the COUNTY, unless otherwise agreed in writing.
5. Services required as a result of significant changes in the scope, size, complexity, or character of the project, as initially defined in the Scope of Work, shall constitute Additional Services. Compensation for such services shall be negotiated and agreed upon in writing prior to commencement of the additional work.
6. If the agreed-upon design phase schedule is exceeded by more than ten percent (10%) through no fault of the CONSULTANT or its subconsultants, the CONSULTANT shall be entitled to an equitable increase in compensation to account for the additional time, effort, and resources expended. Any such increase shall be documented in a written amendment to the agreement

- IV.** All reports prepared by CONSULTANT for COUNTY containing the results of the services performed hereunder shall be the sole property of the COUNTY and may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including without limitation, duplication and/or distribution within the County or to third parties. CONSULTANT shall not release or circulate in whole or in part such reports without the prior authorization of the COUNTY.
- V.** CONSULTANT's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. CONSULTANT's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. CONSULTANT shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONSULTANT pursuant to this Agreement

**EXHIBIT B
PAYMENT PROVISIONS**

CONSULTANT NAME: BOULDER ASSOCIATES, INC.
PROGRAM NAME: MENTAL HEALTH REHABILITATION CENTER PROJECT

CONSULTANT agrees to invoice the COUNTY up to \$115,300, which shall be all inclusive of expenses/costs necessary to complete the work specified in Exhibit A, for the term of September 15, 2025, through June 30, 2026. Each invoice shall be submitted on signed CONSULTANT letterhead and shall include dates of service and amount being claimed. CONSULTANT shall be paid only in accordance with an invoice submitted to COUNTY by CONSULTANT within thirty (30) days of services being rendered and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of approved invoice. The COUNTY’s total maximum obligation under this agreement will not exceed \$115,300 for all invoices associated with this agreement.

CONSULTANT shall be reimbursed on a lump sum basis as specified herein. The fee breakdown is as follows:

CONCEPT DESIGN SERVICES	
Design Fee- Fee Breakdown	Total
Architectural Design	\$104,060
Cost Estimating	\$9,240
Fee Distribution- Fee Breakdown	
Programming and Concept Development	\$74,650
Renderings and Color Floor/Site Plans	\$ 38,650
Reimbursables (TOTAL)	
Design Fee:	\$113,300
Reimbursables:	\$2,000
<i>Total</i>	\$115,300