

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



ITEM: 3.27  
(ID # 29099)

**MEETING DATE:**

Tuesday, October 28, 2025

**FROM :** RUHS-BEHAVIORAL HEALTH

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM - BEHAVIORAL HEALTH: Ratify and Approve the Behavioral Health Wellness Village Second Amendment and Approve the Contract Aggregate and Agreements for FY 2024/2025 through FY 2027/2028 with Meyers Nave for the Retention of Outside Legal Counsel for Advice and Counsel Related to Public-Private Partnerships, All Districts. [\$900,000 Annually for (4) Four Years, Up to \$180,000 in Additional Compensation Per Fiscal Year, 100% State Funding]

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

1. Ratify and approve the Behavioral Health Wellness Village Second Amendment ("Second Amendment"); approve the Harmony Haven Children and Youth Wellness Center, and Capital Improvement Agreements (together "Agreements") with Meyers Nave for FY 2024/2025 through FY 2027/2028, and authorize the Chair of the Board to sign the Second Amendment and the Agreements on behalf of the County; Approve the contract aggregate for the retention of outside legal counsel for advice and counsel related to public-private partnerships, in the amount of \$3,600,000 through June 30, 2028;
2. Authorize the RUHS Chief Executive Officer or their Designees, to administer, the Agreement 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 make modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of twenty percent (20%) of the total aggregate cost of the agreement through June 30, 2028; and
3. Direct the Purchasing Agent to issue a Purchase order for goods and/or services rendered.

**ACTION:Policy**

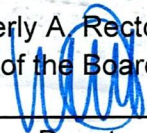
  
Matthew Chang, Director 10/20/2025

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel 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 28, 2025  
xc: RUHS-BH

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 900,000	900,000	\$ 3,600,000	\$ 0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$ 0
<b>SOURCE OF FUNDS: 100% State</b>			<b>Budget Adjustment: No</b>	
			<b>For Fiscal Year: 24/25-27/28</b>	

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

**BACKGROUND:**

Riverside University Health System - Behavioral Health (RUHS-BH) operates a continuum of care system that consists of County-operated and contracted service providers delivering a variety of mental health treatment services within each geographic region of Riverside County. RUHS-BH operates a continuum of care that consists of County-operated and contracted service providers delivering a variety of behavioral health treatment services within each geographic region of Riverside County.

Meyers Nave is a California-based law firm specializing in public contracting, public finance, real estate, environmental law, and state grant agreements, all of which are critical areas needed to support the development of Public-Private Partnership (P3) projects. In accordance with Ordinance No. 459, Section 7, Category I Exceptions for special counsel, Meyers Nave is a legal firm with specialized knowledge and project expertise for assistance specific to P3 transactions, without the need for competitive bids.

RUHS-BH is requesting an amendment to the Behavioral Health Wellness Village legal services agreement with Meyers Nave, which serves as P3 counsel and provides outside legal services for the project. The original agreement, in the amount of \$800,000, was approved by the Board on July 26, 2022, Agenda Item 3.41, and was first amended on April 30, 2024, Agenda Item 3.48, to increase the contract maximum to \$950,000. Due to the complexity and location changes of the Wellness Village, RUHS-BH is requesting to increase the contract amount by \$150,000 to a total of \$1,100,000 through June 30, 2026.

RUHS-BH has received several large capital grants to increase infrastructure capacity for behavioral health needs. The requirements of these projects include complex contracts, funding, real estate and entitlement matters, which requires new agreements for the development of the Mead Valley Wellness Village Project, the Harmony Haven Children and Youth Wellness Center Project, and Capital Improvement Projects.

**Impact on Citizens 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.

**Attachments:**

Attachment A. Legal Services Agreement for Capital Improvement Projects

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

Attachment B. Legal Services Agreement for Harmony Haven

Attachment C. Legal Services Agreement for Wellness Village

*Melissa Curtis* 10/21/2025 *Jacqueline Ruiz* 10/21/2025  
Melissa Curtis, Deputy Director of Purchasing and Fleet      Jacqueline Ruiz, Principal Analyst

*Aaron Gettis* 10/21/2025  
Aaron Gettis, Chief of Deputy County Counsel

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, on behalf of its Riverside University Health System, Behavioral Health, a political subdivision of the State of California, hereinafter "COUNTY" or "RUHS-BH", and Meyers Nave, a California Professional Corporation, hereinafter "ATTORNEY". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on May 1, 2025, and continue until June 30, 2028, or completion of the last work assignment, whichever occurs first, unless sooner terminated.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and services. ATTORNEY legal representation shall include representation of County in all aspects of the RUHS-BH Harmony Haven Children and Youth Wellness Center Project ("Project") involving any negotiations, preparation, and review of agreements and land use and environmental reviews associated with the Project (hereinafter "WORK"). The legal services are necessary due to complex and unique legal issues arising out of the WORK which require a heightened level of expertise, including but not limited to: legal knowledge related to capital construction, Behavioral Health Continuum Infrastructure Program ("BHCIP") funding and implementation, and the California Environmental Quality Act (CEQA). The scope of services are as follows

(a) Review of the law and legal guidance in the areas of real estate law, construction law, environmental regulations including California Environmental Quality Act compliance, the applicable laws and procedures for the select delivery method of the project, Civil Code, Public Contract Code, Government Code and Natural Resources Code; and

(b) Review and legal guidance related to the BHCIP requirements

Based on the current Project definition, The Attorney is not engaged to act as bond counsel and County will obtain such services separately if required, The current scope of services do not include representation of the County in litigation related to the Project however the Parties may expand the scope of services by mutual agreement memorialized in a written amendment to this Agreement executed by both Parties.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Russell E. Morse. The Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of Kristine Bell-Valdez, Supervising Deputy of the Riverside County Office of the County Counsel.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The

Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEY or shall have any direct or indirect financial interest in this Agreement.

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

The ATTORNEY shall have conducted a conflict of interest check prior to appointment under this Legal Services Agreement. Since it is possible that some of the ATTORNEY'S present or future clients will have disputes with COUNTY during the time that ATTORNEY are representing the COUNTY, COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, ATTORNEY will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEY. Should COUNTY determine that it is best to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

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

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

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

6. COMPENSATION. The total amount of compensation paid to ATTORNEY under the terms of this Agreement shall not exceed one Two hundred fifty thousand dollars (\$250,000.00). These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. ATTORNEY shall notify the COUNTY immediately in writing when ATTORNEY have expended seventy-five percent (75%) of the total compensation.

COUNTY shall pay ATTORNEY at the following hourly rates for services rendered:

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partner	\$620
Of Counsel	\$575
All Associates	\$495
Paralegals	\$295

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

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

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

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide necessary information for COUNTY'S audits or billing inquiries;

(iii) charges for work performed which had not been authorized by COUNTY; (iv) mileage or travel expenses from the regular office of ATTORNEY to COUNTY.

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

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

Kristine Bell-Valdez, Deputy County Counsel  
Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, California 92501  
kbvaldez@rivco.org

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

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

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

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

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

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

12. COMMUNICATIONS WITH COUNTY. ATTORNEY recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. ATTORNEY warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEY understand that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

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

14. Intentionally Deleted

15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, at their 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 ATTORNEY have employees as defined by the State of California, ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

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

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

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

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either 1) reduce or eliminate such self-

- insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) ATTORNEY shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEY shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for ach policy and the Certificate of Insurance.*
  - 4) It is understood and agreed by the parties hereto and ATTORNEY'S insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
  - 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 7) The ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) ATTORNEY agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against all claims, damages, losses and expenses including reasonable attorney's fees arising from claims (collectively "Losses") to the extent caused by or arising from the negligent performance of services by Attorney or any or its officers, agents, employees, attorney's, or subcontractors ("Attorney Personnel") or anyone for whose acts any of them may be liable (collectively, "Responsible Parties") under this Agreement. Attorney's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of the Indemnitees. ATTORNEY shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEY'S indemnification to Indemnitees as set forth herein.

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

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

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

To ATTORNEY:

MEYERS NAVE  
Attn: Russell E. Morse  
707 Wilshire Boulevard, 24<sup>th</sup> Floor  
Los Angeles, CA 90017  
[rmorse@meyersnave.com](mailto:rmorse@meyersnave.com)

To COUNTY:

Kristine Bell-Valdez, Deputy County Counsel  
Office of County Counsel  
3960 Orange Street, Suite 500.  
Riverside, California 92501

AND

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

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

19. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEY shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

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

RECOMMENDED FOR APPROVAL:

By: \_\_\_\_\_  
[RUHS Staff]

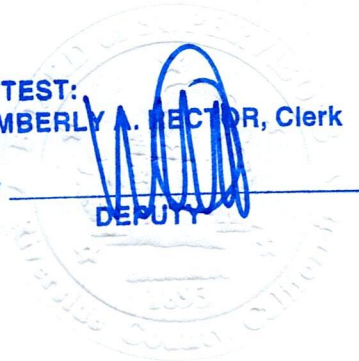
Dated: \_\_\_\_\_

COUNTY OF RIVERSIDE, on behalf of its RIVERSIDE UNIVERISTY HEALTH SYSTEM BEHAVIORAL HEALTH

By: *V. Manuel Perez*  
**V. MANUEL PEREZ**  
Chair, Board of Supervisors

Dated: OCT 28 2025

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By: *[Signature]*  
DEPUTY



APPROVED AS TO FORM  
Minh C. Tran, County Counsel

By: *[Signature]*  
Kristine Bell-Valdez  
Deputy County Counsel

ATTORNEY:  
MEYERS NAVE

Dated: 23/10/2025

By: *Russell Morse*  
Name: Russell E. Morse  
Title: Principal

ATTACHMENTS: N/A


# PSA - Harmony Haven Legal Service Agreement FY25.26 - FY27.28 AATF

Final Audit Report


2025-10-24

Created:	2025-10-24
By:	Aaron Wonzocordero (a.wonzocordero@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA8OZh9VGAYcVH4pXBYQoFzdynDT3dbTuB

## "PSA - Harmony Haven Legal Service Agreement FY25.26 - FY 27.28 AATF" History

 Document created by Aaron Wonzocordero (a.wonzocordero@ruhealth.org)

2025-10-24 - 0:13:18 AM GMT

 Document emailed to Russell Morse (rmorse@meyersnave.com) for signature

2025-10-24 - 0:13:22 AM GMT

 Email viewed by Russell Morse (rmorse@meyersnave.com)

2025-10-24 - 0:14:46 AM GMT

 Document e-signed by Russell Morse (rmorse@meyersnave.com)

Signature Date: 2025-10-24 - 0:46:06 AM GMT - Time Source: server

 Agreement completed.

2025-10-24 - 0:46:06 AM GMT

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, on behalf of its Riverside University Health System, Behavioral Health, a political subdivision of the State of California, hereinafter "COUNTY" or RUHS-BH", and Meyers Nave, A California Professional Corporation, hereinafter "ATTORNEY". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on May 19, 2025, and continue until June 30, 2028, or completion of the last work assignment, whichever occurs first, unless sooner terminated.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and services. ATTORNEY legal representation shall be as needed to support the County's Capital Improvements for the Riverside University Health System ("RUHS") and its Behavioral Health Department involving negotiation, preparation, and review of agreements, and land use and environmental reviews associated with a Capital Improvement Projects. Capital Improvement Project shall be defined as public works projects pertaining to a county facility project of significant value as herein described and shall include the professional facilities services and its associated capital improvements including but not limited to: master planning for county facilities, acquisition of land or buildings for a county facility, major facility expansion or enhancements to county facilities that will be used, occupied or owned by RUHS with a combined project value of over \$200,000 ("Projects"). The legal services are necessary due to complex and unique legal issues arising out of the Projects which require a heightened level of expertise, including but not limited to:

(a) Review of the law and legal guidance in regard to the purchase and/or leasing of real property owned by the County and the Leaseback to the County for the project, associated legal issues arising thereto (including the Surplus Land Act) and associated financing documentation;

(b) Review of the law and legal guidance in the areas of real estate law, construction law, environmental regulations including California Environmental Quality Act compliance, the applicable laws and procedures for the select delivery method of the project, Civil Code, Public Contract Code, Government Code and Natural Resources Code; and

Based on the current Project definition, the Attorney is not engaged to act as bond counsel and County will obtain such services separately if required, The current scope of services do not include representation of the County in litigation related to the Project however the Parties may expand the scope of services by mutual agreement memorialized in a written amendment to this Agreement executed by both Parties.

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be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of Kristine Bell-Valdez, Supervising Deputy of the Riverside County Office of the County Counsel.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the provision of services under this Agreement. The Supervising Attorney shall also specify the functions to be performed by each professional and shall ensure that services are performed by the level of personnel qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represent and warrant that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEY or shall have any direct or indirect financial interest in this Agreement.

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

The ATTORNEY shall have conducted a conflict of interest check prior to appointment under this Legal Services Agreement. Since it is possible that some of the ATTORNEY'S present or future clients will have disputes with COUNTY during the time that ATTORNEY are representing the COUNTY, COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, ATTORNEY will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEY. Should COUNTY determine that it is best to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

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

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

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

6. COMPENSATION. The total amount of compensation paid to ATTORNEY under the terms of this Agreement shall not exceed five hundred thousand dollars (\$500,000). These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. ATTORNEY shall notify the COUNTY immediately in writing when ATTORNEY have expended seventy-five percent (75%) of the total compensation.

COUNTY shall pay ATTORNEY at the following hourly rates for services rendered:

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partner	\$620
Of Counsel	\$575
All Associates	\$495
Paralegals	\$295

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

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY have obtained prior approval of COUNTY, and shall include, but not be limited to: (i)

retaining consultants; (ii) travel outside the County of Riverside; (iii) investigative services; (iv) and any expense item exceeding Five Hundred Dollars (\$500.00).

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

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

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

Kristine Bell-Valdez, Deputy County Counsel  
Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, California 92501  
kbvaldez@rivco.org

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv) current period expenses and total cumulative expenses billed in itemized categories, including all invoices for disbursements paid to others.

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

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

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

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

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

12. COMMUNICATIONS WITH COUNTY. ATTORNEY recognize that their relationship with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. ATTORNEY warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEY understand that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

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

14. Intentionally Deleted: LITIGATION.

15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, at their 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 ATTORNEY have employees as defined by the State of California, ATTORNEY shall maintain statutory Workers' Compensation

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

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

C. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

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

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention(s) exceed \$500,000.00 per occurrence such retentions shall have the

prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

- 3) ATTORNEY shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEY shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed by the parties hereto and ATTORNEY'S insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust

the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.

- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- 7) The ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) ATTORNEY agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from and against all claims, damages, losses and expenses including reasonable attorney's fees arising from claims (collectively "Losses") to the extent caused by or arising from the negligent performance of services by Attorney or any or its officers, agents, employees, attorney's, or subcontractors ("Attorney Personnel") or anyone for whose acts any of them may be liable (collectively, "Responsible Parties") under this Agreement. Attorney's duty to Indemnify will not include any Losses arising from the sole negligence or willful misconduct of the Indemnitees. ATTORNEY shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

With respect to any action or claim subject to indemnification herein by ATTORNEY, ATTORNEY shall, at their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes ATTORNEY'S indemnification to Indemnitees as set forth herein.

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

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

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

To ATTORNEY:

MEYERS NAVE  
Attn: Russell E. Morse  
707 Wilshire Boulevard, 24<sup>th</sup> Floor  
Los Angeles, CA 90017  
[rmorse@meyersnave.com](mailto:rmorse@meyersnave.com)

To COUNTY:

Kristine Bell-Valdez, Deputy County Counsel  
Office of County Counsel  
3960 Orange Street, Suite 500.  
Riverside, California 92501

AND

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

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

19. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEY shall not engage in nor permit others he may employ to engage in discrimination in the employment of persons because of the race, color, national origin or ancestry, religion, physical handicap, disability as defined by the Americans with Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

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

RECOMMENDED FOR APPROVAL:

COUNTY OF RIVERSIDE, on behalf of its RIVERSIDE UNIVERSITY HEALTH SYSTEM – BEHAVIORAL HEALTH

By: \_\_\_\_\_

[RUHS Staff]

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

By:  \_\_\_\_\_

V. MANUEL PEREZ

Chair, Board of Supervisors

Dated: OCT 28 2025

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By \_\_\_\_\_

DEPUTY

APPROVED AS TO FORM  
Minh C. Tran, County Counsel

By:  \_\_\_\_\_

Kristine Bell-Valdez  
Deputy County Counsel

ATTORNEY:  
MEYERS NAVE

By:  \_\_\_\_\_

Russell E. Morse  
Principal

Dated: 23/10/2025

ATTACHMENTS: N/A






# PSA - Capital Improvement Projects FY25.26 - FY27.28 AATF

Final Audit Report

2025-10-24

Created:	2025-10-24
By:	Aaron Wonzocordero (a.wonzocordero@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr0MTMOdlyLZBJUQWo2hvBk0Wqzd7sqk6

## "PSA - Capital Improvement Projects FY25.26 - FY27.28 AATF" History

-  Document created by Aaron Wonzocordero (a.wonzocordero@ruhealth.org)  
2025-10-24 - 0:12:18 AM GMT
-  Document emailed to Russell Morse (rmorse@meyersnave.com) for signature  
2025-10-24 - 0:12:22 AM GMT
-  Email viewed by Russell Morse (rmorse@meyersnave.com)  
2025-10-24 - 0:46:51 AM GMT
-  Document e-signed by Russell Morse (rmorse@meyersnave.com)  
Signature Date: 2025-10-24 - 0:48:11 AM GMT - Time Source: server
-  Agreement completed.  
2025-10-24 - 0:48:11 AM GMT



1           **WHEREAS**, the Parties desire to amend the Agreement as specified below.

2           **NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency  
3 of which is hereby mutually acknowledged, the Parties hereto do hereby agree as follows:

4           1. **Recitals**. The Recitals and attachments referenced above are incorporated herein by this  
5 reference and adopted by the Parties to be true and correct.

6           2. **Term of Agreement**. Section 1. of the Agreement titled, "Term of Agreement" is  
7 hereby deleted in its entirety and replaced with the following:

8           " 1. **TERM OF AGREEMENT**. This Agreement shall commence on May 12, 2022,  
9 and continue until June 30, 2026 ("Term"), unless sooner terminated pursuant to Section  
10 4, Section 5, Section 9, or Section 15(E)(3) herein."

11           3. **Compensation**. Section 6 of the Agreement titled, "Compensation" is hereby deleted in  
12 its entirety and replaced with the following:

13           " 6. **COMPENSATION**. The total amount of compensation paid to ATTORNEY  
14 under the terms of this Agreement shall not exceed an amount of One Million  
15 Dollars (\$1,100,000). These amounts may be amended by the parties to this  
16 Agreement, provided a written amendment is executed by both parties prior to  
17 performance of any additional services. A written amendment shall be a condition  
18 precedent to any obligation for payment by COUNTY beyond the approved  
19 compensation. ATTORNEY shall notify the COUNTY immediately in writing when  
20 ATTORNEY have expended seventy-five percent (75%) of the total compensation."

21  
22           Except as otherwise provided in this Paragraph 3, the remainder of Section 6 of the  
23 Agreement shall remain in effect and is not modified by this Amendment.

24  
25           4. **Miscellaneous**.

26           a.           **Interpretation**. This Amendment, when combined with the  
27 Agreement, sets forth and contains the entire understanding and agreement of the Parties  
28 hereto and correctly sets forth the rights, duties and obligations of each to the other as of

1 this date. There are no oral or written representations, understandings, or ancillary  
2 covenants, undertakings or agreements, which are not contained or expressly referred to  
3 within this Amendment or the Agreement.

4 b. **Attachments**. Each of the attachments and exhibits attached hereto are  
5 incorporated herein by this reference.

6 c. **Effectiveness of Agreement**. Except as modified and amended by this  
7 Amendment, all other terms and conditions of the Agreement remain unmodified and in  
8 full force and effect.

9 d. **Counterparts**. This Amendment may be signed by the Parties in  
10 counterparts, each of which shall be an original but all of which together shall constitute  
11 one and the same agreement.

12 e. **Effective Date**. The effective date of this Amendment is July 1, 2025.

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21 [Signatures on Following Page]  
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1           **IN WITNESS WHEREOF**, COUNTY and ATTORNEY have executed this  
2 Amendment as of the date first above written.

3  
4 **“COUNTY”**

**“ATTORNEY”**

5  
6 **COUNTY OF RIVERSIDE**, a political  
7 subdivision of the State of California, by and  
8 through its Riverside University Health  
9 System-Behavioral Health

**MEYERS NAVE**, a California Professional

10 By: 

**V. MANUEL PEREZ**

11 **CHAIR, BOARD OF SUPERVISORS**

12 By: *Russell Nave*

Ron L. Avenida,  
Chief Operating Officer

13 APPROVED AS TO FORM:

14 Minh Tran  
15 County Counsel

16 By: 

Kristine Bell-Valdez,  
Deputy County Counsel

17 **ATTEST:**  
18 **KIMBERLY A. RECTOR, Clerk**

19 By: 

**DEPUTY**






# PSA - Wellness Village - Second Amendment FY 2024-2025 - FY 2025-2026 AATF

Final Audit Report

2025-10-28

Created:	2025-10-28
By:	Aaron Wonzocordero (a.wonzocordero@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAFosekmF8poQqmNgb8HXt1WPggiOKxo8T

## "PSA - Wellness Village - Second Amendment FY 2024-2025 - F Y 2025-2026 AATF" History

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-  Email viewed by Russell Morse (rmorse@meyersnave.com)  
2025-10-28 - 3:27:04 PM GMT
-  Document e-signed by Russell Morse (rmorse@meyersnave.com)  
Signature Date: 2025-10-28 - 3:27:27 PM GMT - Time Source: server
-  Agreement completed.  
2025-10-28 - 3:27:27 PM GMT