

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

762



FROM: Transportation Land Management Agency (TLMA) – County Counsel

SUBMITTAL DATE:
April 16, 2015

SUBJECT : Legal Services Agreement with Cota Cole, LLP for Professional Services related to surface mining legal support services [\$125,000]; All Districts; 20% General Fund, 80% Mining Fees

RECOMMENDED MOTION: That the Board of Supervisors approve and authorize the Chairman to execute the attached sole source legal services agreement with Cota Cole, LLP for surface mining legal support services.

BACKGROUND:

Summary

The County has been working to enhance our oversight of surface mines in accordance with requirements from the State Office of Mine Reclamation (OMR) and the State Mining and Geology Board. The County is the lead agency for the approval, permitting, and inspection of surface mines in the unincorporated area. There are 52 surface mines under County oversight.

(Continued on Page 2)

Departmental Concurrence

Greg Priamos
County Counsel

Juan C. Perez, Director
Transportation and Land Management

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 25,000	\$ 50,000	\$ 125,000	\$	Consent <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 5,000	\$ 10,000	\$ 25,000	\$	<input type="checkbox"/>
SOURCE OF FUNDS:	Mining Fees (80 %) Planning Department Budgeted NCC Funds (20%)			Budget Adjustment:	No
				For Fiscal Year:	14/15-17/18

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grande

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- Positions Added
- Change Order

- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: ALL

Agenda Number:

3-42

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Legal Services Agreement with Cota Cole, LLP for Professional Services related to surface mining
legal support services [\$125,000]; All Districts

DATE: April 16, 2015

PAGE: 2 of 3

BACKGROUND:

Summary (continued)

The County has been taking significant steps over the past few years to strengthen our mining oversight and reporting in accordance with State regulations. These include:

- Consolidating program oversight previously spread over two Departments, under the Office of the County Geologist in Planning.
- Enhancing the County's annual inspection reports to better document site conditions and areas of needed improvement.
- Increasing regulatory enforcement when appropriate through issuance of Notices of Violations and other actions.
- Conducting a Nexus Study to determine the appropriate fee level necessary to support an enhanced oversight program.
- Updating Ordinance No. 555, the County's ordinance regulating mining operations, in accordance with the latest State regulations.

During this past year, County staff has been actively engaged in responding to State inquiries into our program. In December 2014 we successfully responded to a report issued by OMR's Local Agency Review Team, which was based on an inspection done in 2012 that identified areas in need of improvement. This month, we were successful in having the State Mining and Geology Board (SMGB) acknowledge the County's positive efforts to improve our program in response to a 45-Day Notice issued by the SMGB last year. We still have work remaining ahead of us in follow-up on several items to fully address the SMGB's concerns.

Derek Cole, a partner with Cota Cole, LLP, has been instrumental in assisting County staff in our efforts to enhance our program and respond to the State OMR and SMGB issues. Mr. Cole has substantial expertise in the specialized area of mining law as well as an excellent standing and working relationships with State staff and the mining industry. His firm is also based in Sacramento, near the State Mining offices. Given the highly specialized nature of this work, these unique qualifications constitute good cause to bring Cota Cole, LLP on as a sole source and justify a waiver of the RFP provisions of Board Policy No. A-18.

Staff is recommending that we bring Mr. Cole and his firm on-board on an on-call basis to assist us as needed as we continue to enhance the County's Surface Mining Operations program. Mr. Cole will be assisting us in the update to Ordinance No. 555, review of the Nexus Study, working on individual mine regulatory issues as necessary, and regularly representing us before the SMGB.

Impact on Citizens and Businesses

Mining is an important local industry in Riverside County. With 52 mines, we are one of the largest local agency oversight programs in the State. Having a strong mining oversight program will assist us in appropriately managing our mine operations, while maintaining local control to resolve issues that need attention here at the local level.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Legal Services Agreement with Cota Cole, LLP for Professional Services related to surface mining legal support services [\$125,000]; All Districts
DATE: April 16, 2015
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Contract History and Price Reasonableness

The professional services rates for Cota Cole, LLP are within reasonable industry standards for specialized legal support services. Mr. Cole has assisted Planning staff to date under a limited amount Purchase Order in order to meet urgent deadlines for response to the State.

Additional Fiscal Information

Funding for this work is included in the Planning Budget and no additional General Fund support will be requested for these services. Staff's intent is to have an updated fee structure for our enhanced mine oversight program that fully captures our oversight costs and passes it on to our mines, which will be analyzed in the Nexus Study being prepared.

1 **LEGAL SERVICES AGREEMENT**

2
3 The COUNTY OF RIVERSIDE, hereinafter called "COUNTY", and COTA COLE, LLP, hereinafter
4 called "ATTORNEYS", hereby agree as follows:

5 1. **TERMS OF AGREEMENT.** This Agreement shall commence upon execution by both
6 parties and continue through June 30, 2017, unless sooner terminated pursuant to Section 5 or Section
7 12.

8 2. **ATTORNEY SERVICES AND RESPONSIBILITIES.** Upon appointment, ATTORNEYS
9 shall represent the COUNTY before the State Mining and Geology Board (SMGB) concerning the Lead
10 Agency Review Team Report for Riverside County prepared by the State of California Office of Mine
11 Reclamation, the 45-Day Notice to Correct Deficiencies issued to the COUNTY and any related
12 subsequent notices of violation that may be issued to the COUNTY. ATTORNEYS shall also provide
13 legal advice upon request by the Director of COUNTY's Riverside County Transportation and Land
14 Management Agency regarding the COUNTY's compliance with the Surface Mining and Reclamation Act
15 and processing of land use entitlements for surface mining operations. ATTORNEYS have specialized
16 expertise in municipal law, especially in the area of surface mines and related topics.

17 3. **KEY ATTORNEY.** ATTORNEYS agree that Derek Cole will be the supervising attorney
18 assigned to perform the work under this Agreement. Support attorneys and paralegals shall be
19 designated by ATTORNEYS' supervising attorney, if needed. Any changes or substitution of the
20 assigned attorneys must have the express written approval of the Director of the Transportation & Land
21 Management Agency.

22 4. **COMPENSATION.** COUNTY shall pay ATTORNEYS at the following hourly rates for
23 services rendered:

<u>Partner/Associate/Paralegal</u>	<u>Rates</u>
Derek Cole (partner)	\$250.00
Daniel King (associate)	\$220.00
Kristi Carichoff (paralegal)	\$125.00

1 Unless a written amendment to this Agreement is executed by both parties prior to
2 performance of any additional services, the total amount of compensation paid to ATTORNEYS under
3 this Agreement shall not exceed the sum for each term listed below:

4 4.1 TWENTY-FIVE THOUSAND dollars (\$25,000) for July 1, 2014 – June 30, 2015.

5 4.2 FIFTY THOUSAND dollars (\$50,000) for July 1, 2015 – June 30, 2016.

6 4.3 FIFTY THOUSAND dollars (\$50,000) for July 1, 2016 – June 30, 2017.

7 Any unexpended funds in a term listed above shall not carry over to another term. COUNTY and
8 ATTORNEYS will monitor work requirements and efforts such that the limits of compensation are not
9 reached before the last month of the term of the Agreement or completion of services. ATTORNEYS
10 shall notify COUNTY immediately in writing when ATTORNEYS have expended seventy-five percent
11 (75%) of the pre-approved compensation as stated in this Agreement.

12 5. UNAVAILABILITY OF FUNDS. When funds are not appropriated or otherwise made
13 available in any fiscal year, this Agreement shall be terminated by COUNTY upon immediate notice to
14 ATTORNEYS. ATTORNEYS shall be reimbursed for the reasonable value of any non-recurring costs
15 incurred and covered under the terms of this Agreement.

16 6. EXPENSES. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket
17 expenses, but without any additional costs for having advanced the funds or for expenses generally
18 considered as overhead already reflected in ATTORNEYS' hourly rate.

19 6.1 Reimbursable ordinary expenses are those expenses incurred on COUNTY'S behalf, and
20 shall include, but not be limited to: (i) postage; (ii) courier service; (iii) in-house document reproduction;
21 and (iv) long distance phone calls. No single expense shall exceed \$500 without the prior consent of
22 COUNTY.

23 6.2 Reimbursable extraordinary expenses are those expenses for which ATTORNEYS have
24 obtained prior approval of COUNTY, and shall include, but not be limited to: (i) consultants; (ii) travel; (iii)
25 investigative services; and (iv) any expense item exceeding \$500.00.

26 6.3 Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime
27 for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide
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1 necessary information for COUNTY'S audits or billing inquiries; and (iii) charges for work performed
2 which had not been authorized by COUNTY.

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

6
7 Karin Watts-Bazan
8 Office of County Counsel
9 3960 Orange Street 5th Floor
10 Riverside, CA 92501

11 The original of each billing statement shall have the declaration of ATTORNEYS'
12 supervising attorney and shall be itemized to include (i) staffing level(s), hourly rates and specific
13 activities for each attorney and/or paralegal; (ii) listing of each activity as a line item in a time reporting
14 format acceptable to COUNTY with a detailed description of specific activities for each attorney and/or
15 paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and (iv)
16 current period expenses and total cumulative expenses billed in itemized categories, including all
17 invoices for disbursements paid to others.

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

23 Payments shall be made by COUNTY within thirty (30) days of receipt of itemized billing
24 statements from ATTORNEYS. COUNTY shall not pay interest or finance charges on any outstanding
25 balance(s).

26 8. LICENSES. ATTORNEYS, their employees, agents, contractors and subcontractors shall
27 maintain professional licenses required by the laws of the State of California at all times while performing
28 services under this agreement.

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

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6 Transportation & Land Management Agency
7 4080 Lemon Street, 14th Floor
8 Riverside, CA 92501
9 Atten: Juan Perez

 Derek Cole
 Cota Cole, LLP
 2261 Lava Ridge Court
 Roseville, CA 95661

10 10. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEYS' obligation to
11 indemnify or hold COUNTY harmless, ATTORNEYS shall procure and maintain or cause to be
12 maintained, at its sole cost and expense, the following insurance coverage during the term of this
13 Agreement:

14 a. Workers' Compensation:

15 If ATTORNEYS have employees as defined by the State of California, ATTORNEYS shall
16 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the
17 State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease
18 with limits not less than \$1,000,000.00 per person per accident. If applicable, policy shall be endorsed to
19 provide a Borrowed Servant/Alternate Employer endorsement.

20 b. Commercial General Liability:

21 Commercial General Liability insurance coverage, including but not limited to, premises liability,
22 contractual liability, products and completed operations liability, personal and advertising injury, and cross
23 liability coverage, covering claims which may arise from or out of ATTORNEYS' performance of their
24 obligations hereunder. Policy shall name COUNTY, its Agencies, Districts, Special Districts and
25 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed
26 officials, agents or representatives as additional insured's. Policy's limit of liability shall not be less than
27 \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate
28 limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

1 c. Vehicle Liability:

2 If vehicles or mobile equipment are used in the performance of the obligations under this
3 Agreement, then ATTORNEYS shall maintain liability insurance for all non-owned or hired vehicles so
4 used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance
5 contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2)
6 times the occurrence limit. Policy shall name COUNTY, its Agencies, Districts, Special Districts and
7 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed
8 officials, agents or representatives as additional insureds.

9 d. Professional Liability:

10 ATTORNEYS shall maintain Professional Liability Insurance providing coverage for ATTORNEYS'
11 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000.00
12 per occurrence and \$2,000,000.00 annual aggregate. If ATTORNEYS' Professional Liability Insurance is
13 written on a claims made basis rather than an occurrence basis, such insurance shall continue through
14 the term of this Agreement and ATTORNEYS shall purchase at their sole expense either 1) an Extended
15 Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer
16 with a date retroactive to the date of or prior to, the inception of this Agreement; or 3) demonstrate
17 through Certificates of Insurance that ATTORNEYS have maintained continuous coverage with the same
18 or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years
19 beyond the termination of this Agreement.

20 e. General Insurance Provisions – All Lines:

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

26 2) ATTORNEYS' insurance carrier(s) must declare its insurance self-insured
27 retentions. If such self-insured retentions exceed \$500,000.00 per occurrence such retentions shall have
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1 the prior written consent of COUNTY'S Risk Manager before the commencement of operations under this
2 Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY,
3 at the election of COUNTY'S Risk Manager, ATTORNEYS' carriers shall either 1) reduce or eliminate
4 such self-insured retentions with respect to this Agreement with COUNTY or 2) procure a bond which
5 guarantees payment of losses and related investigations, claims administration, defense costs and
6 expenses.

7 3) ATTORNEYS shall cause their insurance carrier(s) to furnish COUNTY with 1) a
8 properly executed original certificate(s) of insurance and original certified copies of endorsements
9 effecting coverage as required herein and, 2) if requested to do so orally or in writing by COUNTY'S Risk
10 Manager, provide original certified copies of policies including all endorsements and all attachments
11 thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of
12 insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be
13 given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of
14 such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage,
15 this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another
16 properly executed original Certificate of Insurance and original copies of endorsements or certified
17 original policies, including all endorsements and attachments thereto, evidencing coverage's set forth
18 herein and the insurance required herein is in full force and effect. Individual(s) authorized by the
19 insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the
20 Certificate of Insurance. ATTORNEYS shall not commence operations until COUNTY has been
21 furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if
22 requested, certified original policies of insurance including all endorsements and any and all other
23 attachments as required in this Section.

24 4) It is understood and agreed by the parties hereto that ATTORNEYS' insurance
25 shall be construed as primary insurance and COUNTY's insurance and/or deductibles and/or self-insured
26 retentions or self-insured programs shall not be construed as contributory.

1 5) If during the term of this Agreement or any extension thereof, there is a material
2 change in the scope of services; or, there is a material change in the equipment to be used in the
3 performance of the scope of services which will add additional exposures (such as the use of aircraft,
4 watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five
5 (5) years, COUNTY reserves the right to adjust the types of insurance required under this Agreement and
6 the monetary limits of liability for the insurance coverage's currently required herein, if in COUNTY'S Risk
7 Manager's reasonable judgment, the amount or type of insurance carried by ATTORNEYS has become
8 inadequate.

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

11 7) ATTORNEYS shall pass down the insurance obligations contained herein to all
12 tiers of subcontractors working under this Agreement.

13 8) ATTORNEYS agree to notify COUNTY of any claim by a third party or any incident
14 or event that may give rise to a claim arising from the performance of this Agreement.

15 11. INDEMNITY AND HOLD HARMLESS. ATTORNEYS shall indemnify and hold harmless
16 COUNTY, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
17 Board of Supervisors, elected and appointed officials, employees, agents and representatives (the
18 "Indemnified Parties") from any liability whatsoever, including but not limited to, property damage, bodily
19 injury, or death, based or asserted upon any negligent services of ATTORNEYS, their officers,
20 employees, subcontractors, agents or representatives arising out of or in any way relating to
21 ATTORNEYS' negligent performance under this Agreement; and ATTORNEYS shall defend at their sole
22 expense and pay all costs and fees, including but not limited to, attorney fees, cost of investigation,
23 defense and settlements or awards, on behalf of the Indemnified Parties in any claim or action based
24 upon such liability.

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

3 ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS have provided
4 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim
5 involved.

6 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
7 ATTORNEYS' obligations to indemnify and hold harmless the Indemnified Parties herein from third party
8 claims.

9 12. TERMINATION. Services performed under this Agreement may be terminated, in whole
10 or in part, at any time COUNTY believes it to be in its best interest, as determined by the Board of
11 Supervisors upon recommendation of the Director of COUNTY'S Transportation & Land Management
12 Agency. COUNTY shall terminate services by delivering to ATTORNEYS a written termination notice
13 executed by COUNTY specifying the extent to which services are terminated and the effective date.

14 12.1 After receiving a termination notice, and unless otherwise directed by COUNTY,
15 ATTORNEYS shall take all steps necessary to stop services on the date and to the extent specified in the
16 termination notice, and submit billing for all services performed before the date of the termination notice,
17 and any services to be completed as set forth in the termination notice, within thirty (30) days from
18 effective termination date. ATTORNEYS shall promptly submit a brief report advising of the status of all
19 matters, including any unresolved matters being handled by ATTORNEYS for COUNTY. ATTORNEYS
20 shall give COUNTY copies or originals, as appropriate of all files and attorney work product for all matters
21 on which they have been working. This includes any computerized index, computer programs and
22 document retrieval system created or used for these matters.

23 13. SUPERVISION OF AGREEMENT. The Director of COUNTY'S Transportation & Land
24 Management Agency, or his designee, shall have authority to act for COUNTY with respect to all services
25 provided by ATTORNEYS under this Agreement.

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

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

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

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

18 It is possible that some of the ATTORNEYS' present or future clients will have disputes
19 with COUNTY during the time that ATTORNEYS are representing COUNTY. COUNTY and
20 ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS
21 in any matter in a position adverse to COUNTY, or in which the interest of COUNTY may be adversely
22 affected, that ATTORNEYS will so advise COUNTY and upon receipt of such notice COUNTY may
23 determine that the conflict may be waived or may determine that it is in the best interest of COUNTY to
24 terminate the services of ATTORNEYS in accordance with this Agreement.

25 17. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information
26 which it may acquire arising out of or connected with activities under this Agreement in accordance with
27 all applicable Federal, State and COUNTY laws, regulations, ordinances and directives relating to
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1 confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform all of their
2 principals, employees and agents providing services hereunder of the confidentiality provisions of this
3 Agreement. These confidentiality obligations shall survive the termination or expiration of this
4 Agreement.

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

1 19. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive
2 statement of understanding between COUNTY and ATTORNEYS which supersedes all previous written
3 or oral agreements and all prior communications between COUNTY and ATTORNEYS relating to the
4 subject matter of this Agreement.

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7 **ATTORNEYS:**
8 COTA COLE, LLP

9 By: _____ Dated: 3/25/15
10 Name: Derek Cole
11 Title: Partner

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13 **COUNTY:**
14 COUNTY OF RIVERSIDE

15 By: _____ Dated: _____
16 Marion Ashley, Chairman
17 Board of Supervisors

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26 FORM APPROVED COUNTY COUNSEL
27 BY: Michelle Clack DATE 3/9/15
28 MICHELLE CLACK