

333



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

FROM: Transportation and Land Management Agency

SUBMITTAL DATE:
October 16, 2013

SUBJECT: Sole Source Procurement; Request for Specialized Outside Counsel Services Related to Procurement of a new TLMA Land Management System.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve award of a sole source contract to Best, Best and Krieger for legal services, not to exceed \$50,000, as special outside counsel for the Land Management System (LMS) replacement project;
2. Authorize the Purchasing Agent to approve amendments that do not change the substantive terms of the agreement as approved by County Counsel;
3. Authorize the Chairman of the Board of Supervisors to sign the sole source agreement. (Attachment A).

BACKGROUND:

Summary

In April 2013, TLMA, through Purchasing, released an RFP for the replacement of its LMS software. Responsive bids were received in June 2013 and reviewed by Purchasing and the TLMA Scoring team. The top vendors were called back to provide detailed demonstrations of their software; and scoring of this stage of the procurement process will be completed by October 17, 2013.

Juan C. Perez
Director of Transportation and Land Management Agency

Continued on page 2

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 50,000	\$ 0	\$ 50,000	\$ N/A	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ N/A	

SOURCE OF FUNDS: Land Management System Fund 31002-20203	Budget Adjustment: No
	For Fiscal Year: 13/14

C.E.O. RECOMMENDATION:

APPROVE

BY:
Tina Grando

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione and Ashley
Nays: Stone
Absent: Benoit
Date: November 5, 2013
xc: TLMA, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: N/A | District: All | Agenda Number: **3-42**

FORM APPROVED BY COUNTY COUNSEL DATE
BY: NEAL R. KIPNIS

Departmental Concurrence

PURCHASING & FLEET SERVICES: Robert Howdyspell, Director

- A-30
- 4/5 Vote
- Positions Added
- Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Sole Source Procurement; Request for Specialized Outside Counsel Services Related to
Procurement of a new TLMA Land Management System.

DATE: October 16, 2013

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

In order to complete the procurement process in an expedited manner, building the contract terms and conditions must begin as soon as possible. Although County Counsel will assist with this matter, their office has recommended that we retain outside counsel given the very technical nature of the software contract and workload demands, and they have recommended this individual based on the County's prior experience using his technical assistance on other County projects. There is a benefit in obtaining specialized legal experience in the field of software and technology contracts and their negotiations, especially given the expected cost of the system, which will be a multi-million dollar project over the life of the software, including support costs. Our goal is to complete the procurement and contract negotiation process and bring a recommendation to the Board in early 2014.

Mr. Glen W. Price with Best, Best and Krieger, is a local attorney with expertise in the preparation and negotiation of software and technology contracts. He has represented both public entities and private firms in this specialized field, in which the details of the final contract are critical for project success. Mr. Price has worked successfully with County Counsel and other county departments on two similar technology projects: the CARDS project for the ACR; and the CREST project for the ACR, Treasurer, and ACO.

Impact on Citizens and Businesses

The replacement of the current antiquated LMS system (purchased in 1997) is a critical component to reducing our processing costs, improving transparency for our development applicants, and a powerful resource for County staff to process projects more efficiently. The new system will take advantage of the latest technologies in imaging/electronic plan review, data storage and retrieval, work flow processes and customer notifications to provide optimum customer service. The legal services of Best, Best and Krieger will ensure the County's interests are protected in this complex procurement process, thus benefitting development applicants by procuring a much needed LMS replacement system.

SUPPLEMENTAL:

Additional Fiscal Information

None

Contract History and Price Reasonableness

Use of specialized legal assistance can save significant cost over the life of a software and maintenance contract and assure that the County is contractually receiving the product that it is paying for. Mr. Glen W. Price with Best, Best and Krieger has previously done highly successful contract development and related work for two other County technology projects: the CARDS project for the ACR; and the CREST project for the ACR, Treasurer – Tax Collector, and Auditor Controller. County Counsel has reviewed and approved the terms of the contract as commensurate with Mr. Price's level of expertise in this highly specialized field. Given the County's prior positive experience with Mr. Price, the contract amount, the desire to expedite this project, and the specific technical expertise in this area, we do not expect that utilizing an RFP process for legal services would be beneficial.

ATTACHMENTS:

- A. Agreement with Best, Best and Krieger for Professional Services
- B. Sole Source Procurement Justification Document approved by Purchasing Department

Attachment "A"

AGREEMENT WITH BEST, BEST AND KRIEGER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT, dated September 5, 2013, is made by and between the COUNTY OF RIVERSIDE ("COUNTY"), on behalf of the RIVERSIDE COUNTY TRANSPORTATION AND LAND MANAGEMENT AGENCY (hereinafter referred to as "AGENCY") and BEST, BEST AND KRIEGER (hereinafter referred to as "ATTORNEYS").

RECITALS

WHEREAS, the COUNTY desires to contract for professional legal services with regard to the replacement of the AGENCY's Land Management System; and

WHEREAS, ATTORNEYS provide professional legal services and are particularly qualified to perform the required services due to their legal competence and expertise; and

WHEREAS, COUNTY desires to retain ATTORNEYS' services in connection with various aspects of the Land Management System, including but not limited to work related to the project RFP, contract negotiations with the selected vendor, and related future issues.

NOW THEREFORE, COUNTY and ATTORNEYS agree as follows:

1. Term. The term of this AGREEMENT shall begin immediately and shall continue until completion of the work described herein, unless sooner terminated.
 2. Termination. Services performed under this AGREEMENT may be terminated in whole or in part at any time COUNTY deems to be in its best interest, as determined by COUNTY. COUNTY shall terminate services by delivering to ATTORNEYS a written Termination Notice executed by COUNTY and specifying the extent to which services are terminated and the effective termination date.
 3. Effect of Termination. After receiving a Termination Notice and unless otherwise directed by COUNTY, ATTORNEYS shall: (1) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; (2) complete services not terminated by the Termination Notice; (3) submit final billing for terminated services within thirty (30) days from the effective termination date; and (4) promptly submit a brief closing report advising COUNTY of the status of the matters being handled.
 4. Closing Report Upon Termination. ATTORNEYS shall deliver a Closing Report to COUNTY immediately after termination of services under Section 2 or Section 5 which shall include, but not be limited to:
 - (a) A brief description of the status of all matters or projects that had been assigned to ATTORNEY.
 - (b) A discussion of COUNTY's exposure and applicable law.
- ATTORNEYS 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.
5. Professional Conflict of Interest. ATTORNEYS 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 ATTORNEYS, 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 ATTORNEYS in any capacity (employee, associate or partner) shall not (i) participate in the services provided by ATTORNEYS to COUNTY; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a period of one year from the date the former COUNTY employee left COUNTY employment.

It is possible that some of the ATTORNEYS' present or future clients will have disputes with COUNTY during the time that ATTORNEYS are representing the COUNTY. COUNTY and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter in a position adverse to COUNTY or in which COUNTY'S interest may be adversely affected, that ATTORNEYS will so advise COUNTY and upon receipt of such notice COUNTY may determine that the conflict may be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEYS. Should COUNTY determine that it is best to terminate the services of ATTORNEYS, COUNTY will notify ATTORNEYS of such decision. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

6. ATTORNEYS' Services and Responsibilities. Upon appointment, ATTORNEYS shall provide COUNTY with the names of other professionals (partners, associates, law clerks, paralegal, etc.) who will assist in the provision of services under this AGREEMENT and the functions to be performed by each professional shall also be provided. ATTORNEYS' Supervising Attorney will be fully responsible for the quality of the work product. COUNTY also requests no more than two (2) attorneys in the firm handle its files. Within a law firm, research and minor work should be performed by the lowest level of personnel (e.g. junior attorneys, paralegal) capable of performing a given task. Responsibility for the quality of work product remains with ATTORNEYS' Supervising Attorney. The COUNTY retains the right to approve or disapprove any and all attorney assignments.

(a) Key ATTORNEYS Personnel.

- (1) ATTORNEYS' Supervising Attorney for this engagement shall be Glen Price. Any change in ATTORNEYS' Supervising Attorney shall be first authorized in writing by COUNTY. ATTORNEYS' Supervising Attorney shall have full authority to act for ATTORNEYS on all daily operational matters under this AGREEMENT.
- (2) Support attorneys and paralegals shall be designated by ATTORNEYS' Supervising Attorney and shall be comprised of the following individuals: Only Glen Price is expected to work on this matter at this time; however, other attorneys or support staff may work on this matter as agreed upon on an as-needed basis.

Any change in staffing shall be made only upon telephonic or written notice, and written consent by COUNTY, which may be made by facsimile transmission, which consent shall not be unreasonably withheld.

7. Legal Representation. ATTORNEYS shall provide COUNTY with the necessary representation by staff qualified to perform the legal tasks at the least costly billing category. ATTORNEYS' legal representation shall include, but not be limited to:

- (a) Review of all applicable files and correspondence and claims, if any, and provision of an assessment of potential liability.
- (b) All legal research and review of all documents and other evidentiary materials.
- (c) Secretarial, and clerical support services necessary to perform the legal representation in a professional manner.

ATTORNEYS shall meet with COUNTY as COUNTY requires and provide all information and reports, including an estimate of fees for each aspect of representation as identified in the outlines, deemed necessary by COUNTY to keep it informed.

8. Prior Approvals. ATTORNEYS shall obtain the prior written approval of COUNTY before: (i) retaining any consultant; (ii) undertaking research of more than four (4) hours on any particular issue; (iii) commencing travel on behalf of COUNTY outside the Counties of Los Angeles, Riverside, San Bernardino, or Orange.

In addition, ATTORNEYS' shall: (i) assist COUNTY in evaluation and negotiations, and shall obtain authority from COUNTY before making any settlement proposal on behalf of COUNTY; (ii) immediately notify COUNTY verbally and in writing when a proposal of settlement is received; and (iii) keep and preserve all backup documentation to support all entries included in its billings for a period of four (4) years after termination or completion of the matters for which ATTORNEYS have been retained.

9. Settlement Evaluation. If applicable, ATTORNEYS shall provide COUNTY with an initial evaluation on settlement potential involving the COUNTY or any subordinate program that will serve as the basis for developing the legal position and strategy of COUNTY and for controlling costs. ATTORNEYS shall provide status reports upon request of the COUNTY.

10. Initial AGREEMENT Amount. The initial total payable under this AGREEMENT shall not exceed \$50,000. ATTORNEYS shall not exceed this initial amount without prior written authorization of COUNTY in the form of an amendment to this AGREEMENT.

11. Supervision of Agreement. This AGREEMENT shall be supervised on behalf of the COUNTY by Neal Kipnis, Deputy County Counsel. Once services have begun, Mr. Kipnis may designate in writing an AGENCY management representative who may jointly supervise this AGREEMENT on behalf of the COUNTY. Approval of proposed settlement recommendations is subject to approval by the Board of Supervisors, as legislative body of the COUNTY.

12. Fees. The billing rate for Glen Price under this AGREEMENT shall be \$450.00 per hour. Billing rates may be subject to review and adjustment, as agreed between COUNTY and ATTORNEYS, only after one year from the date of execution of this AGREEMENT by COUNTY. Any rate increase shall require an amendment to this AGREEMENT.

13. Expenses. COUNTY shall reimburse ATTORNEYS 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 ATTORNEYS' hourly rate.

Reimbursable ordinary expenses shall include, but not be limited to: (i) Postage; (ii) Messenger service; (iii) Document reproduction by outside vendor; and (iv) In-house document reproduction, provided, however, that if amount charged in any one month exceeds \$500.00, prior approval of COUNTY shall be obtained.

Reimbursable extraordinary expenses shall include charges of which ATTORNEYS have obtained prior approval of COUNTY. Such expenses shall include, but not be limited to: (i) consultants; (ii) travel outside the Counties of Los Angeles, Riverside, San Bernardino and Orange; (iii) investigative services and (iv) any expense item exceeding Five Hundred Dollars (\$500.00).

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

COUNTY, which work shall be a gratuitous effort by ATTORNEYS; and (iv) mileage or travel expenses from the regular office of ATTORNEYS to the County of Riverside offices.

14. Billings and Payments. ATTORNEYS shall submit its billing statement at least quarterly, but no more frequently than 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:

Neal Kipnis, Deputy County Counsel
3960 Orange St., Fifth Floor
Riverside, CA 92501
nkipnis@co.riverside.ca.us

Mr. Kipnis may also designate that the billing statements be submitted directly to an AGENCY management representative.

The original of each billing statement shall have the declaration of ATTORNEYS' Supervising Attorney and shall be identified by a unique number and shall be itemized to include: (i) staffing level(s), hourly rates and specific activities for each attorney and/or paralegal; (ii) 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.

It is the expectation of COUNTY that it will not be billed for ordinary overhead expenses, including (i) ordinary word processing; (ii) time to prepare and review billings; and (iii) local travel. Reimbursable charges would include (i) telephone calls ; (ii) express mail when deemed necessary; (iii) fax charges; (iv) photocopy charges (within industry standards); and (v) travel time and expenses at prudent levels for travel out of the southern California area, with prior authorization of COUNTY.

ATTORNEYS 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. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between COUNTY and ATTORNEYS.

COUNTY shall make payment(s) for services rendered under this Agreement monthly in arrears based on the itemized billing statement(s) ATTORNEYS submit to the COUNTY. The COUNTY shall review all billing statements in accordance with COUNTY policy and standards. COUNTY shall make its best effort to process payments promptly after receiving ATTORNEYS' monthly billing statement. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

15. Confidentiality. ATTORNEYS shall maintain the confidentiality of all information which it may acquire arising out of or connected with activities 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. ATTORNEYS shall inform all of its principals, employees and agents providing services hereunder of the confidentiality provisions of this AGREEMENT. These confidentiality obligations shall survive the termination or expiration of this AGREEMENT.

16. Communications with COUNTY. ATTORNEYS 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. ATTORNEYS 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. ATTORNEYS understand that the County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEYS shall not without specific direction from the County Counsel communicate with, advise or represent the COUNTY legislative body.

17. Insurance. Without limiting or diminishing the ATTORNEY'S obligation to indemnify or hold the COUNTY harmless, ATTORNEY shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement.

- (a) Workers' Compensation: If the ATTORNEY has employees as defined by the State of California, the ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- (b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, 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'S performance of its obligations hereunder. Policy shall name 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. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- (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 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County 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.
- (d) Professional Liability: ATTORNEY shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If 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. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy 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 retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through Certificates of Insurance that ATTORNEY has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.
- (e) General Insurance Provisions - All lines:
 - (1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's

Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

- (2) The CONTRACTOR'S insurance carrier(s) must declare its insurance self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- (3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside 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 the County of Riverside 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. *CONTRACTOR shall not commence operations until the COUNTY has been furnished 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 to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's 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 which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or, the term of this Agreement, including any extensions thereof, exceeds five (5) years the 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 CONTRACTOR has become inadequate.
- (6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

- (7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
- (8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

18. 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 from any liability whatsoever, based or asserted upon any services of ATTORNEY, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of ATTORNEY, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. 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 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 in any claim or action based upon such alleged acts or omissions.

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 own 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 COUNTY as set forth herein.

ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided to 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 COUNTY herein from third party claims.

19. Notices. All notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to COUNTY or ATTORNEYS at the addresses below, or at any other address COUNTY or ATTORNEYS shall provide in writing to each other:

If to COUNTY: Neal Kipnis, Deputy County Counsel
3960 Orange St. Fifth Floor
Riverside, CA 92501
nkipnis@co.riverside.ca.us

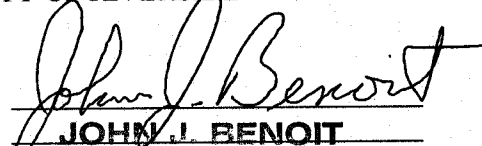
If to ATTORNEYS: Glen W. Price
BEST BEST & KRIEGER, LLP
3390 University Avenue, 5th Floor
Riverside, CA 92501

20. 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 ATTORNEYS to assign or subcontract services relating to this AGREEMENT without the consent of COUNTY shall constitute a material breach of this AGREEMENT. However, ATTORNEYS may retain consultants and experts as ATTORNEYS deem appropriate after receiving the written approval of COUNTY.

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

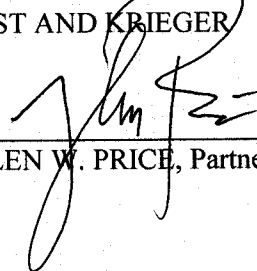
Dated: September __, 2013

COUNTY OF RIVERSIDE

By: 
Name: JOHN J. BENOIT
Title: CHAIRMAN, BOARD OF SUPERVISORS

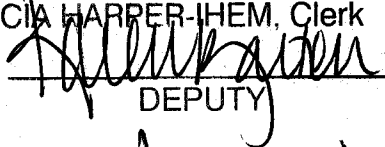
Dated: September 19, 2013

BEST, BEST AND KRIEGER

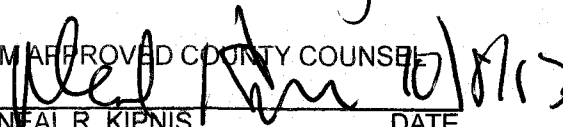
By: 
GLEN W. PRICE, Partner

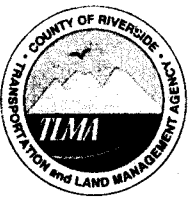
ATTEST:

KECIA HARRER-IHEM, Clerk

By: 
DEPUTY

FORM APPROVED COUNTY COUNSEL

BY:  DATE 10/1/13
NEAL R. KIPNIS



COUNTY OF RIVERSIDE

TRANSPORTATION AND LAND MANAGEMENT AGENCY



Juan C. Perez
Agency Director

Planning Department

Transportation Department

Building & Safety Department

Code Enforcement Department

Date: October 2, 2013

From: Juan C. Perez Department/Agency: Transportation and Land Management Agency

To: Board of Supervisors

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Specialized Outside Counsel Services Related to Procurement of New TLMA Land Management System

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.


- 1. Supply/Service being requested:** Specialized legal assistance with the critical contract development of legal terms and conditions, negotiation phases, maintenance and support for an enterprise Land Management System (LMS).
- 2. Supplier being requested:** Best, Best and Krieger. Glen W. Price as lead attorney. Glen W. Price is a partner in the Business practice group of Best, Best & Krieger, LLP.

Address: 3390 University Avenue, 5th Floor, Riverside, CA 92501

- 3. Alternative suppliers that can or might be able to provide supply/service:** None located in the area. Mr. Price has successfully worked with County Counsel and other County departments on similar technology projects. He has developed a significant expertise in the area of software and technology contracts, representing both public entities and software firms.
- 4. Extent of market search conducted:** County Counsel has not located anyone else in the local area with the expertise to match Mr. Price.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** Mr. Price has provided professional legal services to the department and is particularly qualified to perform the required services due to his legal competence and expertise with Information Technology agreements. County Counsel's recommendation is based on Best, Best & Krieger's experience working on technology contracts, working with public agencies on the drafting and negotiation of contracts and services, as well as his extensive experience in technology and development of critical infrastructure. Mr. Price is also based locally, and has proven in the past to be a highly valuable lead member of the County team.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** County Counsel will significantly assist with this matter but does not possess staff with comparable specialized experience to do all of the legal work necessary to best protect the County's interests in this highly complicated process. The replacement of the current legacy LMS system is critical to the ongoing operations of the Permit Assistance Centers, as well as, ensuring continued processing of Developments, Building Permits, Code Enforcement, Survey and Transportation projects. The new system will provide for optimum customer service, data storage and retrieval.

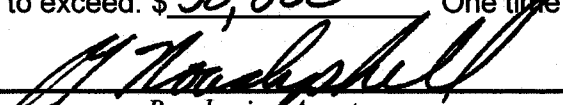
7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** TLMA, with the assistance of County Counsel and Purchasing, entered into a \$50,000 maximum contract with Best, Best and Krieger for specialized legal assistance for FY 13/14. This amount is deemed appropriate for the work done by Mr. Price's hourly billing rate of \$450 and is commensurate with his level of expertise in this highly specialized field.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No
9. **Period of Performance:** For services rendered for FY13/14 and renewable for one additional year from July 1, 2014 through June 30, 2015. The duration of Mr. Price's services will likely be approximately six months, depending upon the duration of the vendor selection and final contracting process.

(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)


10/22/13

Department Head Signature
Date

Purchasing Department Comments:

<u>Approve</u>	Approve with Condition/s	Disapprove
Not to exceed: \$ <u>50,000</u>	One time	Annual Amount through <u>6/30/15</u>
<hr/>		
 <i>Purchasing Agent</i>	10/17/2013 <i>Date</i>	14-192 <i>Approval Number</i> (Reference on Purchasing Documents)