

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



FROM: County Counsel

SUBMITTAL DATE:
October 27, 2014

SUBJECT: Legal Services Agreement between the County of Riverside and Perkins Coie for special counsel services to assist with litigation. 4th/4th District. [\$500,000, 100% General Fund Contingency]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and authorize the chairman to execute the attached legal services agreement between the County of Riverside and Perkins Coie for special counsel services in the matters of *Agua Caliente Band of Cahuilla Indians v. County of Riverside, et al. ED CV 14-00007* and *Heidi L. Herpel, et al. v. County of Riverside, et al. PSC 1404764*; and,
2. Approve and direct the Auditor-Controller to make the budget adjustments attached in Schedule A.

BACKGROUND:

Summary

The Agua Caliente Band of Cahuilla Indians has brought a lawsuit in federal court challenging the County of Riverside's imposition, collection and distribution of the possessory interest tax.

(Continued Next Page)

GREGORY P. PRIAMOS
County Counsel

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 500,000	\$	\$ 500,000	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 500,000	\$	\$ 500,000	\$	

SOURCE OF FUNDS: General Fund Contingency	Budget Adjustment: YES
	For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE
BY:
Denise C. Harden

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Stone and Ashley
Nays: None
Absent: Benoit
Date: November 4, 2014
xc: Co.Co., Auditor

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: _____ District: 4th Agenda Number: _____

3-4

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY:
Esteban Hernandez

Departmental Concurrence

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

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

FORM 11: Legal Services Agreement between the County of Riverside and Perkins Coie for special counsel services to assist with litigation. 4th/4th District. [\$500,000, 100% General Fund Contingency]

DATE: October 27, 2014

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The County of Riverside assesses a possessory interest tax against non-tribal lessees of tribal property. The tax assessments are lawful as previously determined by the Ninth Circuit Court of Appeals, which ruled that non-tribal possessory interests are subject to California's taxation laws.

In 2012, the Department of Interior, Bureau of Indian Affairs promulgated a series of new regulations affecting non-agricultural leasing on Indian land and largely exempted property taxes on permanent improvements, possessory interest taxes on leasehold interests held by non-tribal members, and other state and local taxes on activities conducted by non-members on leased Indian land. The new regulations became effective on January 4, 2013 and are the basis for the lawsuit brought by the Agua Caliente Tribe. Section 162.017, the pertinent regulation, states: "subject only to applicable federal law" state and local governments may not impose any fee, levy, charge or tax on leasehold or possessory interests. It is important to note that the regulations are interpretive in nature and do not supersede existing federal law, which lawfully allow the County of Riverside to impose and collect the possessory interest tax against non-tribal lessees.

Tax revenues generated from the possessory interest tax supports a wide variety of important public services, including, but not limited to, law enforcement and fire protection, library services, park and recreation services, judicial and legal services, administrative and legislative services, flood control, roadway maintenance, and many other public services.

In addition to the lawsuit brought by the Tribe seeking to invalidate the possessory interest tax, dozens of taxpayers have filed an administrative refund claims. Additionally, a class-action lawsuit has been filed by a group of taxpayers seeking tax refunds for previous taxes paid on leased tribal land pursuant to 162.017. *Heidi L. Herpel, et al. v. County of Riverside, et al. PSC 1404764.*

Due to the significant financial exposure to the County and the other public entities sharing in the tax proceeds, the complex nature of tax laws involving Native American tribes, specialized legal counsel services are needed to properly represent the interests of the County. Additionally, the potential impact of this litigation affects not only the County of Riverside, but the twenty-eight cities within the County of Riverside, twenty-one counties throughout the State of California and numerous taxing agencies throughout the United States. The legal services agreement between the County of Riverside and Perkins Coie will provide legal counsel services necessary and appropriate to the defense and/or settlement of litigation brought against the County by the Agua Caliente Band of Cahuilla Indians and certain taxpayers. Led by Jena Maclean, Perkins Coie has successfully defended public entities in tax litigation brought by Native American tribes and is experienced in the policy-making decisions undertaken by the Bureau of Indian Affairs. The legal services agreement has been approved by County Counsel.

Schedule A

Increase appropriations:

10000-1102900000-525020

Legal services

\$500,000

Decrease appropriations:

10000-1109000000-581000

Appropriation for contingency

500,000

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, a political subdivision of the State of California, (hereinafter "COUNTY"), and Perkins Coie LLP (hereinafter "ATTORNEY"). The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on execution and continue through completion of the last work assignment unless terminated pursuant to Sections 4 and 5 herein this Agreement.

2. LEGAL SERVICES. ATTORNEY shall lawfully represent COUNTY in *Agua Caliente Band of Cahuilla Indians v. County of Riverside, et al. ED CV 14-00007* and *Heidi L. Herpel, et al. v. County of Riverside, et al. PSC 1404764* which are in connection with the COUNTY's application and collection of the possessory interest tax (LITIGATION). Our work for Riverside will be limited to Riverside County and will not extend to the State of California or any other municipality or affiliated entity.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Ms. Jena Maclean. The Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement, as authorized by COUNTY, 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 COUNTY.

Prior to 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.

Perkins Coie represents many other companies, individuals and government agencies ("clients"). During the time we are representing COUNTY we may be asked to represent:

(1) other present or future clients in transactions, directly adverse to COUNTY that are not substantially related to our representation of COUNTY; and/or

(2) parties who are considered directly adverse parties in matters we handle for COUNTY. Our work for these directly adverse parties would be in matters that are not substantially related to our work for COUNTY.

(3) COUNTY in future transactions, litigation or other disputes adverse to other current or future firm clients.

The COUNTY will not unreasonably withhold waiver of any actual or potential conflict that falls outside the transactional prospective waiver above, but reserves the right to determine the potential or actual impact of the conflict.

We request COUNTY's consent to allow Perkins Coie to undertake such future representations without the need to obtain any further or separate approval from COUNTY, as long as those representations described in (1) and (2) above are not substantially related to work Perkins Coie has done, or is doing, for COUNTY. Your signature below constitutes your consent to such representation(s). We agree not to use any proprietary or other confidential nonpublic information concerning COUNTY acquired by us as a result of our representation of COUNTY in connection with any other matter in which we represent a party directly adverse to COUNTY. ATTORNEY remains responsible to comply with all rules and regulations related to the Rules of Professional Conduct. Should COUNTY determine that it is best to terminate the services of ATTORNEY; COUNTY will notify ATTORNEY in writing of such decision. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

Representation of the COUNTY also results in actual conflicts of interest. ATTORNEY currently represents the following three entities/individuals (collectively, "Firm Clients"), adverse to COUNTY:

The Tates in a lease/mobile home matter in Park Moabi/Pirate Cove in Needles, CA involving the Tates' agreements with COUNTY to manage various portions of their property.

ATTORNEY represents Renewable Resources Group Holding Co in obtaining permits for two solar power generating facilities located within the County of Riverside. The COUNTY is the permitting agency for both of these projects. Our work includes negotiating development agreements for both projects opposite the COUNTY, as well as obtaining land use entitlements, environmental permits, and complying with the California Environmental Quality Act.

Riverside Lodging adverse to a number of municipalities in Riverside, including COUNTY in connection with Riverside Lodging's chapter 11 bankruptcy. Riverside Lodging owns the Hampton Inn & Suites hotel located at 4250 Riverwalk Parkway, Riverside, California. Riverside Lodging Associates owes unpaid real estate taxes to the County of Riverside so the COUNTY is a creditor in this action.

ATTORNEY has obtained written conflict waivers from the three entities/individuals in the above-identified sections.

Under the rules governing professional responsibility and conflicts of interest, ATTORNEY may represent Firm Clients on these and future matters adverse to COUNTY and simultaneously represent COUNTY on unrelated matters, but only upon written consent from the COUNTY, as described above. Additionally, ATTORNEY must have the written consent of each client. Second, ATTORNEY must reasonably believe that it will be able to provide competent and

diligent representation to each client. To the best of our knowledge, the work ATTORNEY is now being asked to undertake for COUNTY is not related to any legal services ATTORNEY is performing for Firm Clients. ATTORNEY is confident that its ability to represent each client's interests will not be limited or compromised. These specific consents are not intended to limit the prospective transactional consent waiver above.

5. **TERMINATION.** Services performed under this Agreement may be terminated by COUNTY in whole or in part, at any time. COUNTY shall terminate services by delivering to ATTORNEY a written Termination Notice 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). This amount 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 has expended seventy-five percent (75%) of the total compensation.

Partner/Senior Counsel

Ms. Jena Maclean	\$510.00 per hour
Mr. Benjamin Sharp	\$665.00 per hour

Mr. Eric Miller (Appeals)	\$665.00 per hour
Mr. Odin Smith	\$500.00 per hour

Counsel/Associate/Paralegal

Mr. James Bickford (Associate)	\$460.00 (-10%) per hour
Mr. Mark Foster (Associate)	\$430.00 (-10%) per hour
Ms. Anne Beaumont (Associate - CA)	\$480.00 (-10%) per hour
Ms. Sheri Pais (Senior Paralegal)	\$350.00 (-10%) per hour
Ms. Mary McDermott (Paralegal-CA)	\$335.00 (-10%) per hour

The above-described hourly rates are discounted municipal rates and will remain unchanged for 18 months following execution of this Agreement. Any annual rate adjustment must be agreed upon, in writing, by both the ATTORNEY and COUNTY. ATTORNEY will not charge COUNTY for travel time to and from California unless actual legal work is being completed by ATTORNEY.

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) in-house photocopies of documents; (iv) long distance phone calls; and; provided however, that no single expenditure shall exceed One Thousand Dollars (\$1,000) without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY has obtained prior approval of the COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) travel to and from the County of Riverside; (iii) investigative services; (iv) and any expense item exceeding One Thousand Dollars (\$1,000.00).

ATTORNEY must obtain authorization for out of town travel. COUNTY asks that ATTORNEY not fly first class or business class nor stay in a hotel whose rates are above the average daily rate of \$159.00, or \$239.00 in high cost cities such as San Francisco, New York, Washington D.C., etc. (averages may vary by locale). COUNTY does not reimburse for alcoholic beverage consumption. Food consumption should be reasonable and not excessive. Meals must be itemized as to food, beverages and tips. Itemization of all travel expenses by each person incurring those expenses must be made by ATTORNEY. Itemization includes airfare, hotel, food, ground travel and any other major costs. Arrangements must be made to use a local court reporter or any other local service you believe is necessary as we will not authorize travel expenses for these services. Car rental should be limited to compact to mid-size vehicles.

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; or (iii) charges for work performed which had not been authorized by 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:

Office of County Counsel
ATTN: James E. Brown
3960 Orange Street, Suite 500
Riverside, CA 92501

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. 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.

10. 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 work-product doctrine and that any information acquired during the term of this Agreement from or through COUNTY is confidential and privileged. ATTORNEY warrants 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 understands 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. . Work for COUNTY may be disclosed as necessary for ATTORNEY to resolve conflicts with other clients of the firm or to perform its duties under this contract.

11. REQUIRED INSURANCE. 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.

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 \$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.

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' 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' 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' 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' 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 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.

13. 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:

IF TO COUNTY:
Office of County Counsel
Attn: Ronak N. Patel
3960 Orange Street, Suite 500
Riverside, CA 92501

IF TO ATTORNEY:
Perkins Coie
Attn: Jena Maclean
700 13th Street, NW, Suite 600
Washington, Washington DC 20005

14. 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.

15. 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.

16. 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.

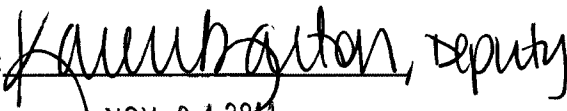
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement

Dated: NOV 04 2014

COUNTY:
COUNTY OF RIVERSIDE, a political subdivision of
the State of California

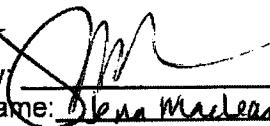
By: 
Chairman, Board of Supervisors
JEFF STONE

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: , Deputy
Date: NOV 04 2014

ATTORNEY:
Perkins Coie

Dated: Oct 7, 2014

By: 
Name: Dana Maclean Title: Partner

APPROVED AS TO FORM:

Date: Oct 8, 2014

GREGORY P. PRIAMOS
COUNTY COUNSEL

By: 
Ronak N. Patel, Deputy County Counsel

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 4 THRU 014 **Agenda #** 3-4

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.