

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



**ITEM: 3.29
(ID # 21560)**

MEETING DATE:
Tuesday, May 02, 2023

FROM : TLMA-CODE ENFORCEMENT:

SUBJECT: TRANSPORTATION AND LAND MANAGEMENT AGENCY/CODE ENFORCEMENT: Approve the Legal Services Agreement with Gatzke Dillon & Ballance LLP for Representation in Administrative and Civil Code Enforcement Actions Initiated by the County of Riverside; per Ordinance 459, Section 7, Category 1 Exceptions, item M, this service is exempt from competition; All Districts. [\$3,750,000 Total Cost; up to \$375,000 in additional compensation - Code Enforcement Revenue 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. **Approve** the Legal Services Agreement with Gatzke Dillon & Ballance LLP for Representation in Administrative and Civil Code Enforcement Actions Initiated by the County of Riverside, effective July 1, 2023, for an annual maximum compensation amount of \$750,000 for three years with the option to renew for two additional one-year periods for a total amount of \$3,750,000 through June 30, 2028, and authorize the Chair of the Board to sign three (3) copies of the Agreement on behalf of the County; and
2. **Authorize** the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: (a) sign amendments that exercise the options of the agreement including modifications to the scope of services that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the agreement.

ACTION:Policy


Charissa Leach, TLMA Director

4/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Gutierrez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: May 2, 2023
xc: Code Enforcement

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|-----------------------------|--------------------------|---------------------------|---------------------|
| COST | \$ 0 | \$ 750,000 | \$ 3,750,000 | \$ 0 |
| NET COUNTY COST | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| SOURCE OF FUNDS: Code Enforcement Revenue 100% | | | Budget Adjustment: | No |
| | | | For Fiscal Year: | 23/24-27/28 |

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Code Enforcement Department requires legal assistance and representation to preform daily duties. The services requested/required include but are not limited to reviewing and preparing legal notices, Cease and Desist Orders, Seizure Warrants, Abatement Warrants, Temporary Restraining Orders, Permanent Injunctions, Settlement Agreements and representing the department in court proceedings.

The Code Enforcement Department needs specialized legal services to compliment those services provided by County Counsel. Therefore, Code Enforcement has sought out vendors that can provide these specialized legal services. One of these vendors is the law firm of Gatzke Dillon & Ballance LLP (GDB), who specialize in land use and environmental law. They currently provide services to TLMA's Aviation Division and the Airport Land Use Commission. Their experience with TLMA makes them uniquely qualified to assist Code Enforcement.

Due to the increase of Code Enforcement caseload, it is the Department's intent to utilize the services of the Board approved legal vendor on new cases. The Department requires immediate assistance in reviewing and preparing legal notices, Cease and Desist Orders, Seizure Warrants, Abatement Warrants, Receiverships, Temporary Restraining Orders, Injunctions, Settlement Agreements and representing the Department in court proceedings.

The request before the Board is for the approval of the Legal Services Agreement with Gatzke Dillon & Balance, LLP to represent Code Enforcement on cases for an annual amount not to exceed \$750,000 for three years with the option to renew for two additional one-year periods for a total of \$3,750,000 through June 30, 2028. Gatzke Dillon & Balance, LLP has been providing services for the past year.

Impact on Residents and Businesses

There is no negative impact on the citizens or businesses in the County of Riverside as the cost for the Legal Services Agreements are to be paid by the Department's Operating Budget.

Additional Fiscal Information

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



Maximum payment by the County to Gatzke Dillon & Balance, LLP shall not exceed \$750,000 annually for three years with the option to renew for two additional one-year periods for a total of \$3,750,000 through June 30, 2028.

Contract History and Price Reasonableness

Per Ordinance 459, Section 7, Category 1 Exceptions, item M, this service is exempt from competition. The proposed agreement with Gatzke Dillon & Balance, LLP will assist to represent Code Enforcement on cases and will be in effect through June 30, 2026, with the option to renew for two additional one-year periods through June 30, 2028, unless terminated earlier. Purchasing and Code Enforcement have reviewed the proposed hourly rates and they are comparable for such work in the industry. Gatzke Dillon & Balance, LLP's technical knowledge of this effort is significant and critical to the completion of the aforementioned work.

ATTACHMENTS:

ATTACHMENT A. Legal Services Agreement with Gatzke Dillon & Balance LLP

| | | | |
|---|----------|--|-----------|
|  _____ Meghan Hahn, Deputy Director of Procurement | 4/7/2023 |  _____ Jason Farin, Principal Management Analyst | 4/27/2023 |
|---|----------|--|-----------|

LEGAL SERVICES AGREEMENT

for

**REPRESENTATION IN ADMINISTRATIVE AND CIVIL CODE ENFORCEMENT ACTIONS
INITIATED BY THE COUNTY OF RIVERSIDE**

between

COUNTY OF RIVERSIDE

and

GATZKE DILLON & BALLANCE LLP



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, on behalf of its Transportation and Land Management Agency, hereinafter “COUNTY”, and Gatzke Dillon & Ballance LLP, hereinafter “ATTORNEYS”. The parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence July 1, 2023 and continue until June 30, 2026, with the option to renew for two (2) additional one-year periods by a written amendment signed by the authorized representatives of both parties, unless sooner terminated pursuant to the terms herein.

2. LEGAL SERVICES. ATTORNEYS shall provide legal counsel and services. ATTORNEYS’ legal representation shall include representation of COUNTY in administrative and civil code enforcement actions initiated by COUNTY on an as-needed basis. In the event of a judgment or settlement over \$50,000 as defined by the IRS and identified in Form 1098-F, ATTORNEYS shall obtain the defendant’s taxpayer identification number so that the COUNTY can comply with its IRS reporting obligations. ATTORNEYS shall provide said information to the COUNTY on a quarterly basis.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorneys for this Agreement will be Mark Dillon and Danielle Morone. The Supervising Attorneys shall have full authority to act for ATTORNEYS on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorneys. Any changes or substitution of the Supervising Attorneys must have the express written approval of the Director of Code Enforcement, or designee, and County Counsel.

Upon execution of this Agreement, the Supervising Attorneys 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 Attorneys 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. 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.

The ATTORNEYS shall conduct a conflict of interest check prior to executing this Agreement. Since 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 adverse to COUNTY, or in which COUNTY’S interest may be adversely affected, ATTORNEYS will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY’S best interest to terminate the services of ATTORNEYS. Should COUNTY determine that it is best to terminate the

services of ATTORNEYS, COUNTY will notify ATTORNEYS in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from COUNTY.

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

After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEYS 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.

ATTORNEYS shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEYS for COUNTY. 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.

6. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the terms of this Agreement shall not exceed the sum of seven hundred fifty thousand dollars (\$750,000) each fiscal year (July 1st – June 30th). These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY beyond the approved compensation. ATTORNEYS shall notify the COUNTY immediately in writing when ATTORNEYS have expended seventy-five percent (75%) of the total compensation.

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

| <u>Partner/Associate</u> | <u>Hourly Rates</u> |
|------------------------------|----------------------------------|
| All Partners | \$390.00 per hour* |
| Senior Counsel | \$380.00 per hour* |
| Ms. Yana Ridge (Associate) | \$350.00 per hour* |
| Ms. Kendall Teal (Associate) | \$320.00 per hour * |
| Associates (Non-Specified)** | \$320.00 thru \$360.00 per hour* |
| Paralegal | \$160.00 per hour* |

*The Hourly Rates stated herein shall increase by 5% each July 1st, beginning July 1, 2024.

**For purposes of the Associates (Non-Specified) category, the Supervising Attorneys shall coordinate with and secure the consent of the COUNTY before assigning any additional Associate(s) to the legal services provided under this Agreement. The Supervising Attorneys shall relatedly secure the COUNTY's approval as to the hourly rate used for any newly assigned Associate(s); the range of hourly rates provided above is intended to correspond to the relative experience of the Associate(s). This coordination and consent process between the Supervising Attorneys and COUNTY for the assignment of additional personnel is in accordance with Section 3, Assignment of Personnel, of this Agreement.

7. 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) courier service; (iii) title reports; (iv) in-house photocopies of documents; (v) travel outside of Riverside County; (vi) court filing fees; and (vii) service fees, such as those incurred for service of process and couriers, provided however, that no single expenditure shall exceed five hundred dollars (\$500) without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEYS have obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) investigative services; and (iii) any expense item exceeding five hundred dollars (\$500).

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

8. PAYMENT. ATTORNEYS 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:

Riverside County Code Enforcement
Attn: Fiscal
4080 Lemon Street 14th Floor
Riverside, CA 92501

The Supervising Attorneys 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.

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 itemized billing statement(s) submitted by ATTORNEYS based on the agreed upon hourly rate regardless of the outcome of the case and whether costs or fees are recovered. In other words, ATTORNEYS shall not have a direct pecuniary interest in the outcome of the case. Payments shall be made by COUNTY within thirty (30) days of receipt of billing statements from ATTORNEYS. COUNTY shall not pay interest or finance charges on any outstanding balance(s).

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

10. SUPERVISION OF AGREEMENT. The Director of Code Enforcement, or his/her designee, shall have authority to act for COUNTY regarding ATTORNEYS' services.

11. CONFIDENTIALITY. ATTORNEYS 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. ATTORNEYS shall inform all personnel providing services hereunder of the confidentiality provisions of this Agreement. These confidentiality obligations shall survive the termination or expiration of this Agreement.

12. COMMUNICATIONS WITH COUNTY. 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 Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEYS shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'S legislative body or appointive bodies.

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

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

A. Workers' Compensation: If ATTORNEYS have employees as defined by the State of California, ATTORNEYS 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 ATTORNEYS' 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 ATTORNEYS 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: ATTORNEYS shall maintain Professional Liability Insurance providing coverage for ATTORNEYS' 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 ATTORNEYS' 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 ATTORNEYS shall purchase at their 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 ATTORNEYS 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) ATTORNEYS 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, ATTORNEYS' 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) ATTORNEYS 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. *ATTORNEYS 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 ATTORNEYS' 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 ATTORNEYS 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 ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) ATTORNEYS agree to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

15. INDEMNIFICATION. ATTORNEYS shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any services of ATTORNEYS, 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 ATTORNEYS, its officers, employees, subcontractors, agents or representatives. ATTORNEYS shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

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

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

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

16. 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 ATTORNEYS at the following addresses below, or at any other address COUNTY or ATTORNEYS shall provide in writing to each other:

COUNTY: Riverside County Code Enforcement
Attn: Administration
4080 Lemon Street 12th Floor
Riverside, CA 92501

ATTORNEYS: Gatzke Dillon & Ballance LLP

Mr. Mark Dillon and Ms. Danielle Morone
2762 Gateway Road
Carlsbad, CA 92009

17. 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.

18. NON-DISCRIMINATION. In the performance of the terms of this Agreement, ATTORNEYS 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.

19. ELECTRONIC SIGNATURES. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") (Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

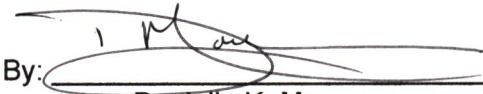
20. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between COUNTY and ATTORNEYS which supersedes all previous written or oral agreements, and all prior communications between COUNTY and ATTORNEYS relating to the subject matter of this Agreement.

[Signature Page Follows]

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

GATZKE DILLON & BALLANCE LLP

By: 
Kevin Jeffries, Chair
Board of Supervisors

By: 
Danielle K. Morone
Partner

Dated: 5/2/23

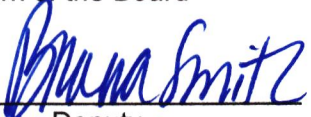
Dated: April 18, 2023

RECOMMENDED FOR APPROVAL:

By: 
Robert Magee
Deputy Director of TLMA

Dated: 4/19/23

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: 
Deputy County Counsel