

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



ITEM: 3.32
(ID # 22990)

MEETING DATE:
Tuesday, October 17, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF CORONER-PA: Approve the Second Amendment to the Legal Services Agreement between County of Riverside on behalf of the Sheriff Department, and Nossaman, LLP, a California limited liability partnership; Authorizing Nossaman, LLP to provide legal counsel and services for the Ben Clark Training Center Project; District 1. [Total Cost - \$300,000; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Second Amendment to Legal Services Agreement between County of Riverside on behalf of the Sheriff Department, and Nossaman, LLP, for a total contract amount not to exceed \$300,000 through March 14, 2025; and,
2. Authorize the Director of Sheriff Project Management Office, or designee, to take all necessary steps to execute and implement the Legal Services Agreement, including, but not limited to signing necessary and subsequent documents, subject to approval by County Counsel.

ACTION:


Matthew Jimenez 10/5/2023

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel 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: October 17, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$150,000	\$150,000	\$300,000	\$0
NET COUNTY COST	\$150,000	\$150,000	\$300,000	\$0
SOURCE OF FUNDS: 100 % Department Budget			Budget Adjustment: No	
			For Fiscal Year: 23/24-24/25	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 8, 2021 the County of Riverside, on behalf of its Sheriff, entered into an agreement to provide legal services related to the proposed Public Private Partnership (P3) project (Project) to improve the Ben Clark Training Center (BCTC) to Nossaman, LLP due to its extensive experience with these types of projects. As the Project details developed, the legal services agreement was amended on March 14, 2022 to increase the maximum contract price and extend the term. Now the Project has proceeded and is finalizing the results of the request for qualification for a developer, and additional legal services are required to support the Project to completion including the development of necessary contracts. The attached Second Amendment extends the term of the contract to March 14, 2025 and increases the total contract amount to three hundred thousand dollars (\$300,000). Total spent to date is \$17,271 which leaves \$282,729 for the remaining period of the contract.

The Sheriff's Department recommends approval of the attached Second Amendment to the Legal Service Agreement by and between the County and Nossaman, LLP. All work prepared by Nossaman, LLP shall be overseen by County Counsel.

Impact on Residents and Businesses

The Project will have a positive impact on residents and businesses in Riverside County as it will provide training facilities for first responders, including but not limited to, Sheriff, Law Enforcement, Fire, and Highway Patrol.

Additional Fiscal Information

All costs incurred under this Legal Services Agreement will be covered by the Sheriff Department's budget.

ATTACHMENTS:

- 1) Second Amendment to the Legal Service Agreement between Sheriff and Nossaman, LLP.
- 2) Agreement for Legal Services with Nossaman, LLP. (For reference)
- 3) First Amendment for Legal Services with Nossaman, LLP. (For reference)

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Meghan Hahn
Meghan Hahn, Deputy Director of Procurement 10/4/2023

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 10/10/2023

Aaron Gettis
Aaron Gettis, Deputy County Counsel 10/3/2023

1 the following: (1) ATTORNEYS are not in breach of this Agreement, and (2) the
2 SHERIFF, through its Deputy County Executive Officer, or designee, approves in writing
3 of the exercise of such renewal.”

- 4 3. **Compensation**. The first sentence in Section 6 of the Agreement is hereby deleted in its
5 entirety and replaced with the following:

6 “6. **COMPENSATION**. “The maximum total amount of compensation paid to
7 ATTORNEYS under the terms of this Agreement shall not exceed THREE HUNDRED
8 THOUSAND DOLLARS AND NO CENTS (\$300,000) (“Contract Price”).”

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

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13 4. **Miscellaneous**.

14 a. **Interpretation**. This Amendment, when combined with the Agreement,
15 sets forth and contains the entire understanding and agreement of the Parties hereto and
16 correctly sets forth the rights, duties and obligations of each to the other as of this date.
17 There are no oral or written representations, understandings, or ancillary covenants,
18 undertakings or agreements, which are not contained or expressly referred to within this
19 Amendment or the Agreement.

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

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

25 d. **Counterparts**. This Agreement may be executed in any number of
26 counterparts, each of which will be an original, but all of which together will constitute
27 one instrument. Each party of this Agreement agrees to the use of electronic signatures,
28 such as digital signatures that meet the requirements of the California Uniform

1 Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for
2 executing this Agreement. The parties further agree that the electronic signatures of the
3 parties included in this Agreement are intended to authenticate this writing and to have
4 the same force and effect as manual signatures. Electronic signature means an electronic
5 sound, symbol, or process attached to or logically associated with an electronic record
6 and executed or adopted by a person with the intent to sign the electronic record
7 pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an
8 electronic signature for transactions and contracts among parties in California, including
9 a government agency. Digital signature means an electronic identifier, created by
10 computer, intended by the party using it to have the same force and effect as the use of a
11 manual signature, and shall be reasonably relied upon by the parties. For purposes of this
12 section, a digital signature is a type of "electronic signature" as defined in subdivision (i)
13 of Section 1633.2 of the Civil Code.

14 e. **Effective Date.** The effective date of this Amendment is March 14, 2022.
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1 **IN WITNESS WHEREOF**, the SHERIFF and the ATTORNEYS have executed this
2 Amendment as of the date first above written.

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4 **“SHERIFF”**

“ATTORNEYS”

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6 **COUNTY OF RIVERSIDE**, a political
7 subdivision of the State of California, by and
8 through its **Sheriff’s Department**

NOSSAMAN LLP

9 By: *Remon Tadrous*
10 Remon Tadrous, Director
11 Sheriff Project Management Office

By: *Patrick Harder*
Patrick Harder
Partner

12 APPROVED AS TO FORM:
13 MINH C. TRAN
14 County Counsel
By: *Kristine k Bell-Valdez*
15 Kristine Bell-Valdez
16 Supervising Deputy County Counsel