

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



**ITEM: 3.27
(ID # 23514)**

MEETING DATE:

Tuesday, December 05, 2023

FROM : SHERIFF-CORONER-PA:

SUBJECT: SHERIFF-CORONER-PA: Ratify and Approve the Legal Services Agreement for Legal Counsel on the Gray Matter with Liebert Cassidy Whitmore for Three (3) years, per Ordinance 459, Exceptions Section 7, Category II, and authorize the Chair of the Board to Sign the Agreement on behalf of the County. All Districts. [Total Three-Year aggregate cost \$525,000 and up to \$52,500 in additional compensation; 100% Sheriff's Budget]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Legal Services Agreement for Legal Counsel on the Gray Matter with Liebert Cassidy Whitmore for a total aggregate amount of \$525,000 for three-years through October 27, 2026, per Ordinance 459 Exceptions Section 7, Category II; and authorize the Chair of the Board to sign 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 as to form by County Counsel, to sign amendments that exercise the options of the Agreement that stay within the intent of the Agreement, including modification of the statement of work, and 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

Herman Lopez

Herman Lopez, CHF DEP SHERIFF B 11/27/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington and Perez and Gutierrez
Nays: None
Absent: None
Date: December 5, 2023
xc: Sheriff

Kimberly A. Rector
Clerk of the Board

By *Cindy Sandy*
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	\$ 175,000	\$ 175,000	\$ 577,500	\$ 0
NET COUNTY COST	\$ 175,000	\$ 175,000	\$ 577,500	\$ 0
SOURCE OF FUNDS: 100% Sheriff's Budget			Budget Adjustment:	No
			For Fiscal Year:	23/24 – 26/27

C.E.O. RECOMMENDATION: Approve

BR: 24-050

Prev. Agn. Ref.: 5/24/2016; #3.25 & 10/19/2021 #3.26

BACKGROUND:

Summary

On April 28, 2016, Judge Virginia Phillips of the United States Court, Central District of California, granted the final settlement of Quinton Gray, et. Al v. County of Riverside (EDCV13-0444 VP (OP)) (the "Gray Matter"), in which the Court stipulated that the Prison Law Office as plaintiffs' counsel will monitor compliance with the consent decree and remedial plan and will inspect the jails twice each year; thus, for case continuity purposes, due to the complexity and unique legal issues involved which require a heightened level of legal expertise, the Sheriff's Department is seeking the retention of legal services agreement with Liebert Cassidy Whitmore with Supervising Attorney James E. Brown as the legal counsel representative for Riverside County in regards to the law and legal guidance for the "Gray Matter" and remedial plan for COVID-19. Mr. Brown was previously legal counsel of record on this matter from 2014 – 2021 while employed with the Office of County Counsel.

Ordinance 459, Exceptions Section 7, Category II, Item D provides authorization to enter into this Agreement without the requirement of the competitive bid process.

Impact on Residents and Businesses

Citizens in Riverside County can be confident that inmates in all County detention facilities under the direction of the Sheriff receive adequate health and behavioral health services.

Contract History and Price Reasonableness

Due to the nature of the complexity and unique legal issues of the consent decree and remedial plan for the "Gray Matter", the Sheriff's Department is seeking to continue legal counsel services with the Liebert Cassidy Whitmore. with Supervising Attorney James E. Brown as the legal counsel representative for three years thru the end of October 27, 2026, per Ordinance 459, Exceptions Section 7, Category II, for an annual amount of \$175,000 totaling \$525,000 for the service period of performance.

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

Attachments

Three (3) copies of the Legal Services Agreement with Liebert Cassidy Whitmore

Meghan Hahn

Meghan Hahn, Director of Procurement 11/16/2023

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst 11/29/2023

Aaron Gettis

Aaron Gettis, Deputy County Counsel 11/14/2023

1 **LEGAL SERVICES AGREEMENT**

2 This Legal Services Agreement is entered into as of the date written below and is made by and
3 between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of the
4 Riverside County Sheriff's Office, hereinafter referred to as the "COUNTY", and Liebert Cassidy
5 Whitmore, hereinafter referred to as "ATTORNEYS". The Parties hereto agree as follows:

6 1. TERM OF AGREEMENT. This Agreement shall commence on October 27, 2023 and
7 continue through October 27, 2026, or until completion of the last work assignment, whichever occurs first,
8 unless sooner terminated pursuant to Section 5, or Section 13. The Parties may extend the Term of this
9 Agreement by written amendment.

10 2. LEGAL SERVICES. ATTORNEYS shall provide legal counsel and related services as
11 further described herein and as are necessary due to the complex and unique legal issues involved which
12 require a heightened level of legal expertise. ATTORNEYS' legal representation shall include
13 representation of COUNTY in connection with issues arising out of the litigated matter *Quinton Gray, et*
14 *al. v. County of Riverside* (EDCV13-0444 VAP (OP)) (the "Gray Matter"), including but not limited to:

15 (a) Review of the law and legal guidance in regard to the Gray Matter and the remedial plan for
16 COVID-19;

17 (b) Representation in negotiations, mediation and proceedings in District Court concerning the
18 Gray Matter and the remedial plan for COVID-19;

19 (c) Discussions with Court experts and Plaintiffs' counsel concerning compliances with the
20 stipulated Consent Decree and Remedial Plan;

21 (c) Attend meetings or hearings concerning the foregoing upon request.

22 3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be
23 James E. Brown. The Supervising Attorney shall have full authority to act for ATTORNEYS on all matters
24 encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support
25 attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of
26 the Supervising Attorney must have the express written approval of County Counsel on behalf of COUNTY.

1 Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names
2 of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the
3 provision of services under this Agreement. The Supervising Attorney shall also specify the functions to
4 be performed by each professional and shall ensure that services are performed by the level of personnel
5 qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic
6 or written notice to, and written consent by, COUNTY. COUNTY retains the right to approve or disapprove
7 any and all attorney assignments.

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

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

18 It is possible that some of the ATTORNEYS' present or future clients will have disputes with
19 COUNTY during the time that ATTORNEYS are representing the COUNTY. COUNTY and
20 ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS
21 in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected,
22 ATTORNEYS will advise COUNTY in writing. Upon receipt of any such notice, COUNTY may determine
23 that any conflict that has not already been waived, may be waived by the COUNTY, or may determine that
24 it is in the COUNTY'S best interest to terminate the services of ATTORNEYS. Should COUNTY
25 determine that it is best to terminate the services of ATTORNEYS, COUNTY will notify ATTORNEYS in
26 writing of such decision. ATTORNEYS may then submit any outstanding invoices for payment up to the
27 date of termination as determined by the notice from COUNTY.

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

5 After receiving a Termination Notice, and unless otherwise directed by COUNTY, ATTORNEYS
6 shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination
7 Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30)
8 days from the effective termination date.

9 ATTORNEYS shall promptly submit a brief report advising of the status of all matters, including
10 any unresolved matters being handled by ATTORNEYS for COUNTY. ATTORNEYS shall give
11 COUNTY copies or originals, as appropriate of all files for all matters on which it has been working. This
12 includes any computerized index, computer programs and document retrieval system created or used for
13 these matters.

14 6. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the
15 terms of this Agreement shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000) annually
16 except that COUNTY may authorize payments from funds that are not expended in one fiscal year to
17 ATTORNEYS during the following fiscal years. This amount may be amended by the parties to this
18 Agreement, provided written amendment is executed by both parties prior to performance of any additional
19 services. A written amendment shall be a condition precedent to any obligation for payment by COUNTY
20 beyond the approved compensation. ATTORNEYS shall notify the COUNTY immediately in writing when
21 ATTORNEYS have expended seventy-five (75%) of the total compensation. The amount of compensation
22 paid to ATTORNEYS will include reimbursable costs including, but not limited to, fees to be paid to
23 experts, if necessary.

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

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partner	\$370.00
Senior Counsel	\$320.00

1 Associates \$300.00

2 Paralegals \$120.00

3 7. EXPENSES. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket
4 expenses but without any additional costs for having advanced the funds or for expenses generally
5 considered as overhead already reflected in the ATTORNEYS' hourly rate.

6 Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service;
7 (iii) in-house photocopies of documents; (iv) long distance phone calls; and (v) travel inside of Riverside
8 County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the
9 COUNTY. Reimbursable extraordinary expenses shall include charges for which ATTORNEYS have
10 obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii)
11 travel outside the County of Riverside; (iii) investigative services; and (iv) any expense item exceeding Five
12 Hundred Dollars (\$500.00).

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

18 8. PAYMENT. ATTORNEYS shall submit its billing statement monthly, in arrears, no later
19 than the last day of the month following the month(s) for which services were rendered. The original billing
20 statement(s) and one copy shall be submitted to:

21 Riverside County Sheriff's Office

22 Attn: Claudia Preciado-Arroyo

23 Email: cpreciad@riversidesherriff.org

24 4095 Lemon Street

25 Riverside, CA 92501

26 (951) 955-2400

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1 With a copy to:

2 Jim Krachmer, Chief Deputy

3 Email: jkrachme@riversidesheriff.org

4 The Supervising Attorney shall certify that the work referenced in each billing statement was
5 performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and
6 specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time
7 reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney
8 and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and
9 (iv) current period expenses and total cumulative expenses billed in itemized categories, including all
10 invoices for disbursements paid to others.

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

16 COUNTY shall make payments(s) for services rendered under this Agreement monthly in arrears
17 based on itemized billing statement(s) submitted by ATTORNEYS. Payments shall be made by COUNTY
18 within thirty (30) days of receipt of billing statements from ATTORNEYS. COUNTY shall not pay interest
19 or finance charges on any outstanding balance(s).

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

24 10. INTENTIONALLY DELETED.

25 11. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information
26 that it may acquire, arising out of or connected with, its provision of services under this Agreement in
27 accordance with all applicable Federal, State and County laws, regulations, ordinances and directives
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1 relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS shall inform
2 all personnel providing services hereunder of the confidentiality provisions of this Agreement. These
3 confidentiality obligations shall survive the termination or expiration of this Agreement.

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

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

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

23 (a) Workers' Compensation: If ATTORNEYS have employees as defined by the State
24 of California, ATTORNEYS shall maintain statutory Workers' Compensation Insurance (Coverage A) as
25 prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B)
26 including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy
27 shall be endorsed to waive subrogation in favor of COUNTY;

1 (b) Commercial General Liability: Commercial General Liability insurance coverage,
2 including but not limited to, premises liability, unmodified contractual liability, products and completed
3 operations liability, personal and advertising injury, and cross liability coverage, covering claims which
4 may arise from or out of ATTORNEYS performance of its obligations hereunder. Policy shall name
5 COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per
6 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply
7 separately to this Agreement or be no less than two (2) times the occurrence limit.

8 (c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of
9 the obligations under this Agreement, then ATTORNEYS shall maintain liability insurance for all owned,
10 non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined
11 single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement
12 or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

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

23 (e) General Insurance Provisions – All Lines:

24 1) Any insurance carrier providing insurance coverage hereunder shall be
25 admitted the State of California and have an A.M. BEST rating of not less than an A:VIII
26 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the
27 County's Risk Manager waives a requirement for a particular insurer such waiver is only
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1 valid for the specific insurer and only for one policy term. Notwithstanding the foregoing,
2 County waives the requirements in this Section 15(e)(1) with respect to ATTORNEYS'
3 professional liability insurance carrier, Attorneys Insurance Mutual Risk Retention Group,
4 Inc. ("AIM") because the A.M BEST rating is inapplicable for AIM.

5 2) ATTORNEYS must declare its insurance self-insured retention for each
6 coverage required herein. If such self-insured retentions exceed \$500,000.00 per occurrence
7 such retentions shall have the prior written consent of the County Risk Manager before the
8 commencement of services under this Agreement. Upon notification of self-insured
9 retentions which are deemed unacceptable to the COUNTY, at the election of the County's
10 Risk Manager, ATTORNEYS' carriers shall either 1) reduce or eliminate such self-insured
11 retentions with respect to this Agreement with COUNTY or 2) procure a bond which
12 guarantees payment of losses and related investigations, claims administration, defense costs
13 and expenses.

14 3) ATTORNEYS shall cause their insurance carrier(s) to furnish COUNTY
15 with a properly executed original Certificate(s) of insurance and certified copies of
16 endorsements effecting coverage as required herein. Further, said Certificate(s) and policies
17 of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written
18 notice be given to COUNTY prior to any material modification, cancellation, expiration, or
19 reduction in coverage of such insurance. In the event of a material modification,
20 cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,
21 unless COUNTY receives, prior to such effective date, another properly executed original
22 Certificate of Insurance and original copies of endorsements, evidencing coverage's set forth
23 herein and the insurance required herein is in full force and effect. *ATTORNEYS shall not*
24 *commence operations until COUNTY has been furnished with original Certificate(s) of*
25 *Insurance and certified original copies of endorsements. An individual authorized by the*
26 *insurance carrier to do so on its behalf shall sign the original endorsements for each policy*
27 *and the Certificate of Insurance.*

1 4) It is understood and agreed by the parties hereto and ATTORNEYS'
2 insurance shall be construed as primary insurance and COUNTY'S insurance and/or
3 deductibles and/or self-insured retentions or self-insured programs shall not be construed as
4 contributory.

5 5) If during the term of this Agreement or any extension thereof, there is a
6 material change in the scope of services; or, there is a material change in the equipment to
7 be used in the performance of the scope of work; or, the term of this Agreement, including
8 any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the
9 types of insurance required under this Agreement and the monetary limits of liability for the
10 insurance coverage's currently required herein, if in the County Risk Manager's reasonable
11 judgment, the amount or type of insurance carried by the ATTORNEYS has become
12 inadequate.

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

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

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

20 15. INDEMNIFICATION. ATTORNEYS shall indemnify and hold harmless the County of
21 Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers,
22 Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually
23 and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted
24 upon any services of ATTORNEYS, its officers employees, subcontractors, agents or representatives,
25 arising out of or in any way relating to this Agreement, including but not limited to, property damage, bodily
26 injury, or death, or any other element of any kind or nature whatsoever arising from the performance of
27 ATTORNEYS, its officers, employees, subcontractors, agents or representatives. ATTORNEYS shall
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1 defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation,
2 defense and settlements or awards, the Indemnitees in any claim or action based upon such services and
3 performance.

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

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

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

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

17 To ATTORNEYS:

18 J. Scott Tiedemann, Managing Partner

19 Liebert Cassidy Whitmore

20 6033 W. Century Blvd., 5th Floor

21 Los Angeles, CA 90045

22 STiedemann@lcwlegal.com

23 To COUNTY:

24 Jim Krachmer, Chief Deputy County Counsel

25 Riverside County Sheriff's Office

26 4095 Lemon Street

27 Riverside, CA 92501

28

1 (951) 955-2400

2 JKrachme@riversidesheriff.org

3 With a Copy to:

4 Michelle E. Quiroz, Executive Assistant

5 Riverside County Counsel Office

6 3960 Orange St, Suite 500

7 Riverside, CA 92501

8 MEQuiroz@rivco.org

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

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

19 19. DISPUTE RESOLUTION. In the event of a dispute arising under or relating to this
20 agreement, or the breach of this agreement, the parties agree to negotiate with each other in good faith and,
21 recognizing their mutual interests, to use their best efforts to reach a fair and equitable solution satisfactory
22 to both parties. The parties shall attempt to resolve any disputes amicably at the working level. If that is
23 not successful, the dispute shall be referred to the senior management of the parties. Prior to the filing of
24 any legal action or other proceeding related to this Agreement, the parties shall be obligated to attend a
25 mediation session in Riverside County before a neutral third-party mediator. A second mediation session
26 shall be required if the first session is not successful. The parties shall share the cost of the mediations.

27 Notwithstanding the language of the paragraph above, in any dispute subject to the jurisdiction of
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1 the State of California over attorneys' fees, charges, costs or expenses, the County has the right to elect
2 arbitration pursuant to the fee arbitration procedures of the State Bar of California, as set forth in California
3 Business & Professions Code Section 6200, et seq. Those procedures permit a trial after arbitration, unless
4 the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award.

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

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

23 (Signatures on Following Page)
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1 IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute
2 this Agreement on the dates noted below.


3
4 DATED: _____

ATTORNEYS
Liebert Cassidy Whitmore

5
6 By: _____
7 Title: J. Scott Tiedemann
8 Managing Partner

9
10 DATED: 12/5/23

COUNTY OF RIVERSIDE

11 By: 
12 Kevin Jeffries, Chair
13 County of Riverside, Board of Supervisors

14 DATED: 11/01/2023

APPROVED AS TO FORM:

Office of County Counsel

15
16 By: 
17 Emily Headlee, Deputy County Counsel

18
19
20 ATTEST:
KIMBERLY A. RECTOR, Clerk

21 By: 
22 DEPUTY