

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



ITEM: 3.3
(ID # 24388)

MEETING DATE:
Tuesday, April 09, 2024

FROM : EXECUTIVE OFFICE:

SUBJECT: EXECUTIVE OFFICE: Ratify and Approve the First Amendment to the Legal Services Agreement for Legal Counsel for the Attorney General Investigation with Liebert Cassidy Whitmore to Increase the total contract amount to \$300,000 and authorize the Chair of the Board to Sign the Agreement on behalf of the County. District all. [Total cost \$300,000; up to \$30,000 in additional compensation; 100% General Fund]. 4/5 Vote Required

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve the Legal Services Agreement for Legal Counsel for the Attorney General Investigation with Liebert Cassidy Whitmore; and
2. Approve the First Amendment to the Legal Services Agreement for Legal Counsel for the Attorney General Investigation with Liebert Cassidy Whitmore to increase the total contract amount not to exceed \$300,000; and
3. Authorize the Chair of the Board to sign the Agreements on behalf of the County and Direct the Clerk of the Board to return two (2) copies of the documents to the Executive Office for distribution; and
4. Authorize County Counsel, based on the availability of fiscal funding, to sign amendments to the compensation provisions that do not exceed \$30,000; and
5. Authorize the Purchasing Agent to issue Purchase Orders for invoices received for services rendered that do not exceed the total contract amount; and
6. Direct the Auditor-Controller to make the budget adjustment shown in the attached Schedule A.

ACTION:4/5 Vote Required, Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, 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, Perez and Gutierrez
Nays: None
Absent: None
Date: April 9, 2024
xc: E.O., CO.CO

Kimberly A. Rector
Clerk of the Board
By: *Naomy Li*
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	\$ 0	\$ 0	\$ 0
NET COUNTY COST	\$ 300,000	\$ 0	\$ 300,000	\$ 0
SOURCE OF FUNDS: 100% General Fund Contingency			Budget Adjustment:	Yes
			For Fiscal Year:	23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 19, 2023, the County of Riverside entered into an agreement with Liebert Cassidy Whitmore for Legal Counsel services on matters involving the investigation of the County of Riverside and Riverside County Sheriff's Department by the Attorney General and Department of Justice. Outside legal counsel is necessary due to the complex and unique legal issues associated with the investigation, which require a heightened level of expertise. These services will be provided to the County until completion of the last work assignment related to the investigation.

The Agreement established a contract between the County and Liebert Cassidy and Whitmore with a total contract amount not to exceed \$50,000. The First Amendment to the agreement increases the contract amount by \$250,000 for a total contract amount of \$300,000 for legal services.

Contract History and Price Reasonableness

Due to the complex and unique legal issues presented by the investigation of the County of Riverside and the Riverside County Sheriff's Department by the Attorney General and the Department of Justice, the Executive Office is seeking to continue legal counsel services with the Liebert Cassidy Whitmore, with Supervising Attorney James E. Brown as the legal counsel for an amount not to exceed \$300,000.

Impact on Residents and Businesses

There is no impact on residents and businesses.

ATTACHMENTS:

Schedule A

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

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

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

Rebecca S Cortez

Rebecca S Cortez, Principal Management Analyst

4/4/2024

Michelle Paradise

Michelle Paradise, ACEO

4/4/2024

George Trindle

George Trindle, CHIEF ASST COUNTY COUNSEL

3/28/2024

FIRST AMENDMENT TO LEGAL SERVICES AGREEMENT

This First Amendment to Legal Services Agreement (“Amendment”) is entered into on this 09 day of April, 2024, by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of multiple departments, including but not limited to, the Office of County Counsel, Executive Office, Riverside University Health System, and Riverside County Sheriff’s Department, hereinafter collectively referred to as the “COUNTY”, and Liebert Cassidy Whitmore LLP, hereinafter “ATTORNEYS”. The Parties hereto agree as follows:

RECITALS

WHEREAS, the Parties entered into that certain Legal Services Agreement dated July 26, 2023 (“Agreement”) wherein ATTORNEYS agreed to provide legal counsel and related services, including representation of COUNTY, in matters involving the investigation of the County of Riverside and Riverside County Sheriff’s Office by the Attorney General and Department of Justice (“Project”); and

WHEREAS, the Parties agreed that the Term of the Agreement would commence on July 1, 2023 and continue until completion of the last work assignment related to the Project, unless sooner terminated pursuant to Section 5, or Section 13 of the Agreement; and

WHEREAS, the Parties initially agreed in Section 6 of the Agreement to compensation for ATTORNEYS not to exceed fifty thousand (\$50,000); and

WHEREAS, due to the volume of work required for the Project, the Parties now jointly agree that an increase in the amount of compensation by Two Hundred Fifty Thousand Dollars (\$250,000) so that the total amount of compensation paid to ATTORNEYS under the terms of the Agreement shall not exceed Three Hundred Thousand Dollars (\$300,000) throughout the life of the Project; and

WHEREAS, the Original Agreement together with this First Amendment are collectively referred to herein as the “Agreement.”

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto agree as follows:

1. RECITALS. The Recitals are incorporated herein by this reference and adopted by the Parties to be true and correct.

2. COMPENSATION. Section 6 of the Agreement is hereby amended as follows:
The total amount of compensation paid to ATTORNEYS under the terms of the Agreement is increased by Two Hundred Fifty Thousand Dollars (\$250,000), and shall not exceed Three Hundred Thousand Dollars (\$300,000) throughout the life of the Project.

4. CAPITALIZED TERMS. First Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. REMAINING TERMS AFFIRMED. Except as expressly modified by this First Amendment, all of the remaining terms and conditions of the Agreement shall remain the same, and in full force and effect.

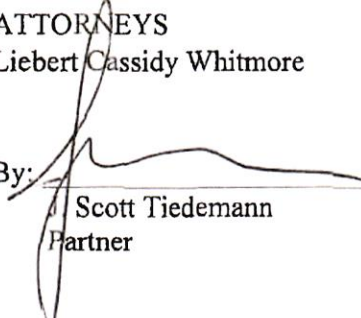
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(Signatures on following page)

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this First Amendment to the Legal Services Agreement on the dates noted below.

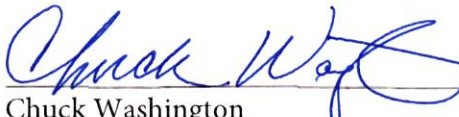
DATED: _____

ATTORNEYS
Liebert Cassidy Whitmore

By:  _____
Scott Tiedemann
Partner

DATED: April 09, 2024


COUNTY OF RIVERSIDE

By:  _____
Chuck Washington
Board of Supervisors, Chair

DATED: January 2, 2024

APPROVED AS TO FORM:

Office of County Counsel

By:  _____
G. Ross Trindle, III
Chief Assistant Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By:  _____
DEPUTY

1 **LEGAL SERVICES AGREEMENT**

2
3 This Legal Services Agreement is entered into as of the date written below and is made by and
4 between the COUNTY OF RIVERSIDE, on behalf of multiple departments, including but not limited to,
5 the Office of County Counsel, Executive Office, Riverside University Health System, and Riverside County
6 Sheriff’s Department, hereinafter collectively referred to as the “COUNTY”, and Liebert Cassidy
7 Whitmore, hereinafter “ATTORNEYS”. The Parties hereto agree as follows:

8 1. TERM OF AGREEMENT. This Agreement shall commence on April 19, 2023 and continue
9 until completion of the last work assignment related to the Project, whichever occurs first, unless sooner
10 terminated pursuant to Section 5, or Section 13.

11 2. LEGAL SERVICES. ATTORNEYS shall provide legal counsel and related services.
12 ATTORNEYS’ legal representation shall include representation of COUNTY in matters involving the
13 investigation of the County of Riverside and Riverside County Sheriff’s Department by the Attorney
14 General and Department of Justice. The legal services are necessary due to the complex and unique legal
15 issues which require a heightened level of expertise. The legal services may include, but not limited to:

- 16 a) Review and interpretation of the law and provide guidance in regard to requisite procedures, rules
17 and regulations for the aforementioned areas of law and matters;
- 18 b) Analyze legal issues and prepare legal opinions as requested;
- 19 c) Negotiate, review and revise legal documents;
- 20 d) Manage and direct expert consultants as necessary; and
- 21 e) Attend meetings or hearings when requested.

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.

27 Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY the names
28 of other professionals (senior partners, junior partners, associates, paralegals, etc.) who will assist in the

1 provision of services under this Agreement. The Supervising Attorney shall also specify the functions to
2 be performed by each professional and shall ensure that services are performed by the level of personnel
3 qualified to perform the service. Any change in personnel assignments shall be made only upon telephonic
4 or written notice to, and written consent by, County Counsel on behalf of COUNTY. COUNTY retains the
5 right to approve or disapprove any and all attorney assignments.

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

11 Anyone who is a former employee of County at the time of execution of this Agreement or who
12 subsequently becomes affiliated with ATTORNEYS in any capacity (employee, associate or partner) shall
13 not, without the written permission of COUNTY: (i) participate in the services provided by ATTORNEYS
14 to County; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a
15 period of one year from the date the former County employee left County employment.

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

26 5. TERMINATION. Services performed under this Agreement may be terminated by
27 COUNTY in whole or in part, at any time that COUNTY determines to be in its best interest. COUNTY
28 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 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 fifty thousand (\$50,000.00) for fiscal year 2022/2023. This amount may be amended by the parties to this Agreement, provided 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 (75%) of the total compensation. The amount of compensation paid to ATTORNEYS will include reimbursable costs including, but not limited to, fees to be paid to experts, if necessary.

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

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partner	\$340.00
Senior Counsel	\$290.00
Associates	\$270.00
Paralegals	\$110.00

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;

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

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

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

15 Kelly A. Moran, Chief Deputy County Counsel
16 Riverside County Counsel Office
17 3960 Orange St, Suite 500
18 Riverside, CA 92501
19 KMoran@rivco.com

20 With a copy to:

21 Michelle E. Quiroz, Executive Assistant
22 Riverside County Counsel Office
23 3960 Orange St, Suite 500
24 Riverside, CA 92501
25 MEQuiroz@rivco.org

26 The Supervising Attorney shall certify that the work referenced in each billing statement was
27 performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates and
28 specific activities for each attorney and/or paralegal; (ii) a listing of each activity as a line item in a time

1 reporting format acceptable to COUNTY with a detailed description of specific activities for each attorney
2 and/or paralegal; (iii) total current period fees and total cumulative fees billed for each staffing level; and
3 (iv) current period expenses and total cumulative expenses billed in itemized categories, including all
4 invoices for disbursements paid to others.

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

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

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

18 10. SUPERVISION OF AGREEMENT. The County Counsel, or his/her designee shall have
19 authority to act for COUNTY on all matters encompassed by this Agreement.

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

26 12. COMMUNICATIONS WITH COUNTY. ATTORNEYS recognize that their relationship
27 with COUNTY and its agents, employees, officers and/or representatives is subject to the attorney-client
28 privilege and that any information acquired during the term of this Agreement from or through COUNTY

1 is confidential and privileged. ATTORNEYS warrant that they shall not disclose or use in any manner
2 whatsoever any of the information from COUNTY and its officers, employees and agents in connection
3 with said relationships or proceedings. ATTORNEYS understand that the Office of County Counsel is the
4 empowered legal representative of COUNTY and its officers and employees and ATTORNEYS shall not
5 without specific direction from the Office of County Counsel communicate with, advise or represent the
6 COUNTY'S legislative body or appointive bodies.

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

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

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

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

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

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

16 (e) General Insurance Provisions – All Lines:

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

25 2) ATTORNEYS must declare its insurance self-insured retention for each
26 coverage required herein. If such self-insured retentions exceed \$500,000.00 per occurrence
27 such retentions shall have the prior written consent of the County Risk Manager before the
28 commencement of services under this Agreement. Upon notification of self-insured

1 retentions which are deemed unacceptable to the COUNTY, at the election of the County's
2 Risk Manager, ATTORNEYS' carriers shall either 1) reduce or eliminate such self-insured
3 retentions with respect to this Agreement with COUNTY or 2) procure a bond which
4 guarantees payment of losses and related investigations, claims administration, defense costs
5 and expenses.

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

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

24 5) If during the term of this Agreement or any extension thereof, there is a
25 material change in the scope of services; or, there is a material change in the equipment to
26 be used in the performance of the scope of work; or, the term of this Agreement, including
27 any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the
28 types of insurance required under this Agreement and the monetary limits of liability for the

1 insurance coverage's currently required herein, if in the County Risk Manager's reasonable
2 judgment, the amount or type of insurance carried by the ATTORNEYS has become
3 inadequate.

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

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

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

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

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

27 ATTORNEYS' obligation hereunder shall be satisfied when ATTORNEYS have provided
28 COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim

1 involved.

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

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

7 To ATTORNEYS:

8 James E. Brown, Senior Counsel
9 Liebert Cassidy Whitmore
10 6033 W. Century Blvd., 5th Floor
11 Los Angeles, CA 90045
12 jbrown@lewlegal.com

13 To COUNTY:

14 Kelly A. Moran, Chief Deputy County Counsel
15 Office of County Counsel
16 3960 Orange Street, Suite 500
17 Riverside, CA 92501
18 Kmoran@rivco.org

19 With a Copy to:

20 Michelle E. Quiroz, Executive Assistant
21 Riverside County Counsel Office
22 3960 Orange St, Suite 500
23 Riverside, CA 92501
24 MEQuiroz@rivco.org

25 17. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is
26 assignable without the written consent of COUNTY. Any attempt by ATTORNEYS to assign or
27 subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material
28

1 breach of this Agreement. However, ATTORNEYS may retain consultants and experts as ATTORNEYS
2 deem appropriate after receiving the written approval of COUNTY.

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

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

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

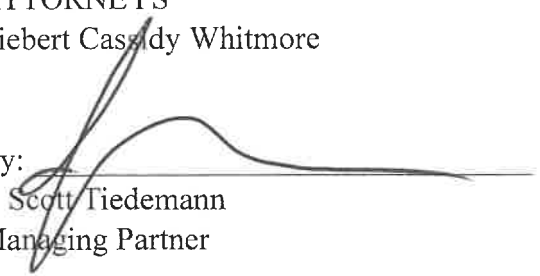
26 IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute
27 this Agreement on the dates noted below.

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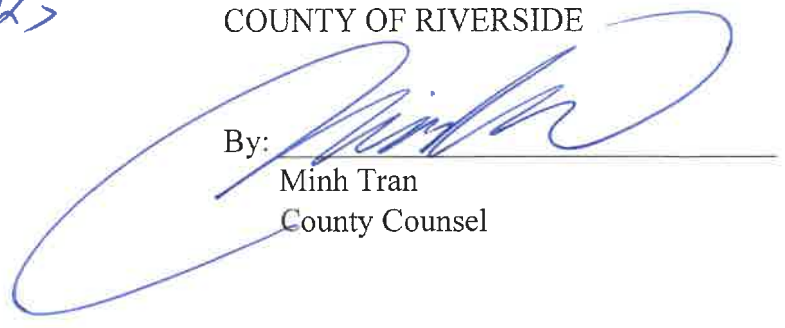
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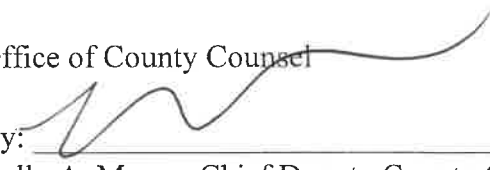
ATTORNEYS
Liebert Cassidy Whitmore

By: 
J. Scott Tiedemann
Managing Partner

DATED: July 26, 2023

COUNTY OF RIVERSIDE
By: 
Minh Tran
County Counsel

DATED: July 26, 2023

APPROVED AS TO FORM:
Office of County Counsel
By: 
Kelly A. Moran, Chief Deputy County Counsel

Budget Adjustment FY 2023/2024

The Executive Office is requesting a budget adjustment to increase appropriations for Legal Services. The County entered a contract with Liebert Cassidy Whitmore which includes payment for legal services for the Attorney General Investigation. The budget adjustment is for the cost of \$300,000 for FY 2023/24 from Contingency Funds.

Increase Appropriations:

10000-1102900000-525020	Legal Services	\$300,000
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Anticipated Use of Fund Balance:

10000-1102900000-370100	Unassigned Fund Balance	\$300,000
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Decrease Appropriations:

10000-1109000000-581000	Appropriations For Contingencies	\$300,000
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Anticipated Increase of Unassigned Fund Balance:

10000-1109000000-307100	Unassigned Fund Balance	\$300,000
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