

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



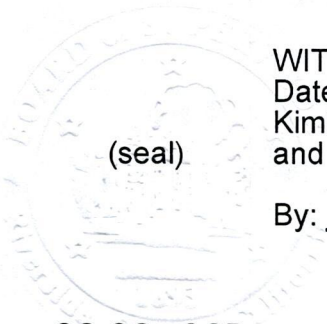
3.15
(MT 28968)

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from County Counsel regarding the Approval of Legal Services Agreement with Best, Best, & Krieger LLP; All Districts. [Total Cost \$150,000; Funding: 50% General Fund and 50% General Fund Contingency], is continued to Tuesday, January 27, 2026, at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: Medina

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on December 16, 2025, of Supervisors Minutes.



WITNESS my hand and the seal of the Board of Supervisors
Dated: December 16, 2025
Kimberly A. Rector, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: _____ Deputy

AGENDA NO.
3.15

xc: CO.CO., COB

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



ITEM: 3.15
(ID # 28968)

MEETING DATE:
Tuesday, December 16, 2025

FROM : COUNTY COUNSEL

SUBJECT: COUNTY COUNSEL: Approval of Legal Services Agreement with Best, Best, & Krieger LLP; All Districts. [Total Cost \$150,000; Funding: 50% General Fund and 50% General Fund Contingency] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Legal Services Agreement Best, Best, & Krieger LLP for legal services pertinent to the County's RivCoONE Integrated Service Delivery in the amount of \$150,000 for a period of one year from the Effective Date, and authorize the Chair of the Board to execute the Agreement on behalf of the County;
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: a) sign amendments that exercise the options of the Agreement including modifications of the statement of work that stay within the intent of the Agreement; and b) sign amendments to the compensation provisions that do not exceed the sum total of thirty percent (30%) of the total annual cost of the agreement; and
3. Approve the recommendations and direct the Auditor-Controller to make the budget adjustments contained in Attachment A.

ACTION:4/5 Vote Required, Policy

MINUTES OF THE BOARD OF SUPERVISORS

**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	\$150,000	\$0	\$150,000	\$0
NET COUNTY COST	\$75,000	\$0	\$75,000	\$0
SOURCE OF FUNDS: 50% Departmental General Fund 10000, 50% General Fund Contingency			Budget Adjustment: Yes	
			For Fiscal Year: 2025/26	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 7, 2021, the Board of Supervisors of Riverside County approved Board Resolution No. 2021-180 in Agenda Item 3.34 to initiate the development of an Integrated and Comprehensive County Health and Human Services System and approval of a Coordinated Care Model. This initiative incorporates the work, service provision, and data of multiple County departments and various community-based organizations into an integrated system aimed at serving vulnerable, high-need residents. The initiative has resulted in an information hub that strengthens the service delivery system and addresses the needs of Riverside County residents who access County services. The goal is to improve health, self-sufficiency, recovery, and well-being services, and develop holistic, effective, and efficient models of person-centered coordinated services among participating departments.

Agenda Item 3.34 also approved the Legal Services Agreement with Foley & Lardner LLP as outside counsel to provide advice and representation in connection with the development and implementation of an integrated coordinated care system (the "Initiative"). The Initiative involves privacy and confidentiality issues, the development of policies and procedures for governance purposes, and navigating through the creation of the Initiative with the County partners, other state and federal agencies, and community partners. In providing these legal services, Foley & Lardner LLP has leveraged its expertise in health privacy law, its experience serving county safety net providers, and its involvement with other county efforts to build integrated care systems that improve outcomes for vulnerable residents by addressing the social determinants of health.

To continue with the program efforts, the County desires to change the outside counsel representation. It is recommended to approve the Legal Services Agreement to engage Best, Best & Krieger LLP as outside counsel to provide advice and representation in all aspects of RivCoONE Integrated Service Delivery (ISD). The Initiative involves privacy and confidentiality issues, the development of policies and procedures for governance purposes, and navigating through the creation of the Initiative with the County partners, other state and federal agencies, and community partners. In providing these legal services, Best, Best & Krieger LLP will

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

leverage its expertise in health privacy law, its experience serving county safety net providers, and its involvement with other county efforts to build integrated care systems that improve outcomes for vulnerable residents by addressing the social determinants of health. Outside counsel will act as liaison with the Office of County Counsel on this Initiative. The hourly rates proposed are reasonable given the expertise needed to best serve the County for this Initiative, and the estimated engagement cost is not to exceed the amount of \$150,000 over the one-year term of the Legal Services Agreement. The parties may amend this agreement in writing to adjust the scope of services or the agreement amount, if desired.

Impact on Residents and Businesses

An integrated Health and Human Services System will streamline access to services, enhance referral processes, strengthen client engagement, and improve service coordination while reducing duplication. It promotes a more efficient and responsive network of care that better meets the needs of residents.

Additional Fiscal Information

Funding for this agreement will be allocated through the County's standard budgeting process, with 50% sourced from the Departmental General Fund and 50% from the General Fund Contingency.

SCHEDULE A:

Increase Appropriations:

11210- 1111500000-525020	Legal Services	\$75,000
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Anticipated Use of Unassigned Fund Balance:

11210- 1111500000-790600	Contributions From Other Funds	\$75,000
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Decrease Appropriations:

10000-1109000000-581000	Approp. for Contingencies	\$75,000
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Anticipated Increase of Unassigned Fund Balance:

10000-1109000000-370100	Unassigned Fund Bal.	\$75,000
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Decrease Unassigned Fund Bal.:

10000-1101000000-370100	Unassigned Fund Bal.	\$75,000
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Increase Appropriations:

10000-1101000000-551100	Contribution To Other Funds.	\$75,000
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ATTACHMENTS:

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

ATTACHMENT A. Legal Services Agreement with Best, Best, & Krieger, LLP

Brett Austin
Brett Austin, Supervising Accountant

12/10/2025

Michelle E. Evans-Quiroz
Michelle E. Evans-Quiroz, EXECUTIVE ASST IV - AT-WILL

12/9/2025

LEGAL SERVICES AGREEMENT

This Legal Services Agreement (“Agreement”) is entered into as of the date written below and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter “COUNTY”, and Best Best & Krieger LLP, hereinafter “ATTORNEY”. The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on September 1, 2025, and continue until June 30, 2026, or completion of the last work assignment, whichever occurs first, unless sooner terminated pursuant to Section 5. The parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. ATTORNEY shall assist the Office of County Counsel in the provision of legal counsel and services. ATTORNEY’s legal representation shall include representation of COUNTY in all aspects of “RivCoONE” Integrated Service Delivery (ISD). ATTORNEY shall work with assigned counsel(s) and lead staff from the County Executive Office in the performance of the legal services set forth herein. The legal services are necessary due to complex and unique legal issues arising out of RivCoONE, ISD data sharing, and confidentiality and privacy laws, which require a heightened level of expertise, including but not limited to:

- (a) Provide reliable legal opinion regarding California and federal confidentiality and privacy laws and regulations governing health, public social services and public safety information related to public agency data sharing for ISD;
- (b) Identify legal pathways for ISD data sharing in compliance with applicable legal and contractual requirements, including engaging regulatory agencies, such as the State, for guidance or approval of project elements;
- (c) Draft and advise on public agency data governance policies, procedures, and protocols for integrated coordinated care system; and
- (d) Draft, advise, and negotiate public agency contracts with vendors, partners, and the State related to data sharing, data protection and privacy.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Leeann Habte. The Supervising Attorney shall have full authority to act for ATTORNEY 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 Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the County Counsel, or his/her designee.

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

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this

Agreement or any competing agreement, and no spouse or economic dependent of such employee is or shall be employed in any capacity by ATTORNEY, or shall have any direct or indirect financial interest in this Agreement.

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

The ATTORNEY shall have conducted a conflict of interest check prior to appointment under this Legal Services Agreement. Since it is possible that some of the ATTORNEYS present or future clients will have disputes with COUNTY during the time that ATTORNEY are representing the COUNTY, COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY's interest may be adversely affected, such that a conflict arises under the applicable rules of professional conduct, ATTORNEY 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 ATTORNEY. Should COUNTY determine that it is best to terminate the services of ATTORNEY, COUNTY will notify ATTORNEY in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEY 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 ATTORNEY 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, ATTORNEY shall: (i) take all steps necessary to stop services on the date and to the extent specified in the Termination Notice; and (ii) submit billing for all services performed to date of Termination Notice within thirty (30) days from the effective termination date.

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

6. COMPENSATION. For the duration of this Agreement, the total amount of compensation paid to ATTORNEY under the terms of this Agreement shall not exceed One Hundred and Fifty Thousand Dollars (\$150,000). 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. ATTORNEY shall notify the COUNTY immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the total compensation. COUNTY shall pay ATTORNEY at the following hourly rates for services rendered:

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Leeann Habte, Partner	\$540
Other Healthcare Partners and Of Counsel	\$415 - \$540
Paralegals, Law Clerks and Analysts	\$205 - \$265

The rates and ranges above are effective through June 30, 2026, as these are adjusted annually every July 1 with advanced written notice. Rate adjustments usually follow market trends as well as the Consumer Price Index (CPI) as is appropriate for each of our areas of specialization.

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

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (v) long distance phone calls; and (vi) travel outside of Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY have obtained prior approval of COUNTY, and shall include, but not be limited to: (i) retaining consultants; (ii) travel outside the County of Riverside; (iii) investigative services; (iv) and any expense item exceeding Five Hundred Dollars (\$500.00).

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 ATTORNEY to COUNTY.

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

Minh C. Tran, County Counsel
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501
mitran@rivco.org

AND

Susana Garcia- Bocanegra, Administrative Deputy
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501
Counsel-Accounting@rivco.org

The Supervising Attorney shall certify that the work referenced in each billing statement was performed and each billing statement shall be itemized to include (i) staffing level(s), hourly rates

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

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

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

9. 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 ATTORNEY. ATTORNEY shall be reimbursed for services performed and covered under the terms of this Agreement.

10. SUPERVISION OF AGREEMENT. The County Counsel, or his/her designee, shall have authority to act for COUNTY regarding ATTORNEY's services.

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

12. COMMUNICATIONS WITH COUNTY. ATTORNEY recognizes 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. ATTORNEY warrants that they shall not disclose or use in any manner whatsoever any of the information from COUNTY and its officers, employees and agents in connection with said relationships or proceedings. ATTORNEY understands that the Office of County Counsel is the empowered legal representative of COUNTY and its officers and employees and ATTORNEY shall not, without specific direction from the Office of County Counsel, communicate with, advise or represent the COUNTY's legislative body or appointive bodies.

13. LICENSES. ATTORNEY, its 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 ATTORNEY's obligation to indemnify or hold COUNTY harmless, ATTORNEY shall procure and maintain or cause to be

maintained, at their sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, 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 ATTORNEY has employees as defined by the State of California, ATTORNEY shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000.00 per person per accident. The policy shall be endorsed to waive subrogation in favor of COUNTY.

B. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of ATTORNEY performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000.00 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, the ATTORNEY shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name COUNTY as Additional Insured.

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

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retentions exceed \$500,000.00 per occurrence

such retentions shall have the prior written consent of the County Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the COUNTY, at the election of the County's Risk Manager, ATTORNEY'S 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. The foregoing does not apply to ATTORNEY's professional liability self-insured retention of \$1,000,000 per occurrence.

- 3) ATTORNEY shall cause their insurance carrier(s) to furnish COUNTY with 1) a properly executed original Certificate(s) of Insurance and certified copies of endorsements affecting coverage as required herein and, 2) if requested to do so orally or in writing by the County Risk Manager, provide declaration pages of all insurance policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect.. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to COUNTY prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless COUNTY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ATTORNEY shall not commence operations until COUNTY has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.
- 4) It is understood and agreed by the parties hereto and ATTORNEY'S insurance shall be construed as primary insurance and COUNTY'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

- 7) The ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 8) ATTORNEY 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. ATTORNEY 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 negligent acts or omissions of ATTORNEY'S services, 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 negligent performance of ATTORNEY, its officers, employees, subcontractors, agents or representatives. ATTORNEY 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 ATTORNEY, ATTORNEY 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 ATTORNEY'S indemnification to Indemnitees as set forth herein.

ATTORNEY's obligation hereunder shall be satisfied when ATTORNEY 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 ATTORNEY's 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 ATTORNEY at the following addresses below, or at any other address COUNTY or ATTORNEY shall provide in writing to each other:

To ATTORNEY:

Leeann Habte, Partner
Best, Best & Krieger
300 S. Grand Ave., 25th Floor
Los Angeles, CA 90071

To COUNTY:

Minh C. Tran, County Counsel
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501

AND

Susana Garcia- Bocanegra, Administrative Deputy
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501


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 ATTORNEY to assign or subcontract services relating to this Agreement without the consent of COUNTY shall constitute a material breach of this Agreement. However, ATTORNEY may retain consultants and experts as ATTORNEY deem appropriate after receiving the written approval of COUNTY.

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

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

20. COUNTERPARTS; 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.

BEST BEST & KRIEGER LLP:

By: 
Leeann Habte
Partner

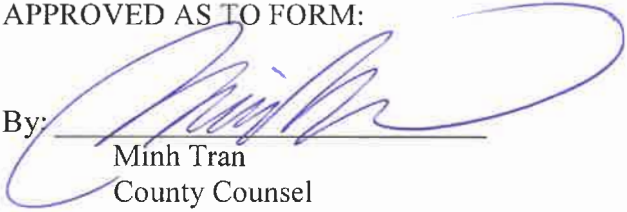
Dated: November 6, 2025

COUNTY OF RIVERSIDE

By: _____
V. Manuel Perez, Chair
County of Riverside, Board of Supervisors

Dated: _____

APPROVED AS TO FORM:

By: 
Minh Tran
County Counsel

Dated: 11/7/25