

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



**ITEM: 3.16  
(ID # 29296)**

**MEETING DATE:**  
Tuesday, December 16, 2025

**FROM :** COUNTY COUNSEL

**SUBJECT:** COUNTY COUNSEL: Approve the Legal Services Agreement for Legal Counsel for the Attorney General Investigation with Burke, Williams & Sorensen, LLP for Three (3) years for the total contract amount of \$525,000, without seeking competitive bids, and authorize the Chair of the Board to Sign the Agreement on behalf of the County. District all. [Total cost \$525,000; 100% General Fund Contingency] (4/5 Vote Required)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Legal Services Agreement for Legal Counsel for the Attorney General Investigation with Burke, Williams & Sorensen, LLP for the total amount of \$525,000 for three-years;
2. Authorized the Chair of the Board to sign the Agreements on behalf of the County, 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**

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Spiegel, Washington, Perez, and Gutierrez  
Nays: None  
Absent: Medina  
Date: December 16, 2025  
xc: COCO

Kimberly A. Rector  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$175,000	\$175,000	\$ 525,000	\$ 175,000
<b>NET COUNTY COST</b>	\$175,000	\$175,000	\$ 525,000	\$175,000
<b>SOURCE OF FUNDS:</b> 100% General Fund Contingency			<b>Budget Adjustment:</b> Yes	
			<b>For Fiscal Year:</b> 25/26-27/28	

**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.

Contract with Liebert Cassidy Whitmore has terminated, and it is recommended that the County enter into a new agreement with Burke, Williams & Sorensen, LLP to continue the necessary legal counsel services required for the case.

The Agreement contract between the County and Burke, Williams & Sorensen, LLP will be for the total contract amount of \$525,000 over the next three years.

**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, County Counsel is seeking to continue legal counsel services with Burke, Williams & Sorensen, LLP, with Supervising Attorney Nathan A. Oyster as the legal counsel representative for the three years, without seeking competitive bids.

**Impact on Residents and Businesses**

There is no impact on residents and businesses.

**SCHEDULE A**

**Increase Appropriations:**

10000-1102900000-525020	Legal Services	\$175,000
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**Anticipated Use of Unassigned Fund Balance:**

10000-1102900000-370100	Unassigned Fund Balance	\$175,000
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**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

Decrease Appropriations:

10000-1109000000-581000	Approp. for Contingencies	\$175,000
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Anticipated Increase of Unassigned Fund Balance:

10000-1109000000-370100	Unassigned Fund Bal.	\$175,000
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**ATTACHMENTS:**

ATTACHMENT A. Legal Services Agreement with Burke, Williams & Sorensen, LLP

*Michelle Paradise*  
Michelle Paradise, ACEO 12/10/2025

*Brett Austin*  
Brett Austin, Supervising Accountant 12/11/2025

*Michelle E Evans-Quiroz*  
Michelle E Evans-Quiroz, EXECUTIVE ASST IV - AT-WILL 12/9/2025

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 BURKE, WILLIAMS &  
7 SORENSEN, LLP, hereinafter "ATTORNEYS". The Parties hereto agree as follows:

8 1. TERM OF AGREEMENT. This Agreement shall commence on December 16, 2025 and  
9 continue until completion of the last work assignment related to the Project, whichever occurs first, unless  
10 sooner 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 concerning the foregoing upon request.

22 3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be  
23 NATHAN A. OYSTER. The Supervising Attorney shall have full authority to act for ATTORNEYS on  
24 all matters encompassed by this Agreement and shall be fully responsible for the quality of the work  
25 produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes  
26 or substitution of the Supervising Attorney must have the express written approval of County Counsel on  
27 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 Counsel on behalf of COUNTY. COUNTY retains the  
7 right to approve or disapprove 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, without the written permission of COUNTY: (i) participate in the services provided by ATTORNEYS  
16 to County; or (ii) become a partner, shareholder or otherwise share in the profits of ATTORNEYS for a  
17 period of one year from the date the 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.

28           5.     TERMINATION. Services performed under this Agreement may be terminated by

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

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

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

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

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

<u>Partner/Associate</u>	<u>Hourly Rates</u>
22 Partner	\$350.00
23 Associates	\$300.00
24 Paralegals	\$175.00

25  
26 7. EXPENSES. COUNTY shall reimburse ATTORNEYS for their actual out-of-pocket  
27 expenses but without any additional costs for having advanced the funds or for expenses generally  
28 considered as overhead already reflected in the ATTORNEYS' hourly rate.

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

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

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

16 Riverside County Sheriff's Office

17 Attn: Claudia Preciado-Arroyo

18 Email: [cpreciad@riversidesheriff.org](mailto:cpreciad@riversidesheriff.org)

19 4095 Lemon Street

20 Riverside, CA 92501

21 (951) 955-2400

22 With a Copy to:

23 Minh C. Tran, County Counsel

24 Office of County Counsel

25 3960 Orange Street, Suite 500

26 Riverside, CA 92501

27 [Mitran@rivco.org](mailto:Mitran@rivco.org)

28

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

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

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

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

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

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

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

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

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

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

25                   (b)    Commercial General Liability: Commercial General Liability insurance coverage,  
26 including but not limited to, premises liability, unmodified contractual liability, products and completed  
27 operations liability, personal and advertising injury, and cross liability coverage, covering claims which  
28 may arise from or out of ATTORNEYS performance of its obligations hereunder. Policy shall name

1 COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000.00 per  
2 occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply  
3 separately to this Agreement or be no less than two (2) times the occurrence limit.

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

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

19 (e) General Insurance Provisions – All Lines:

20 1) Any insurance carrier providing insurance coverage hereunder shall be  
21 admitted the State of California and have an A.M. BEST rating of not less than an A:VIII  
22 (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the  
23 County's Risk Manager waives a requirement for a particular insurer such waiver is only  
24 valid for the specific insurer and only for one policy term. Notwithstanding the foregoing,  
25 County waives the requirements in this Section 15(e)(1) with respect to ATTORNEYS'  
26 professional liability insurance carrier, Attorneys Insurance Mutual Risk Retention Group,  
27 Inc. ("AIM") because the A.M BEST rating is inapplicable for AIM.  
28

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

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

24                   4)     It is understood and agreed by the parties hereto and ATTORNEYS'  
25 insurance shall be construed as primary insurance and COUNTY'S insurance and/or  
26 deductibles and/or self-insured retentions or self-insured programs shall not be construed as  
27 contributory.  
28

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

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

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

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

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

27           With respect to any action or claim subject to indemnification herein by ATTORNEYS.  
28 ATTORNEYS shall, at their sole cost, have the right to use counsel of their choice and shall have the right

1 to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided,  
2 however, that any such adjustment, settlement or compromise in no manner whatsoever limits or  
3 circumscribes ATTORNEYS' indemnification to Indemnitees as set forth herein.

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

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

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

12 To ATTORNEYS:

13 Nathan A. Oyster, Partner, Burke, Williams & Sorenson, LLP  
14 444 South Flower Street, 40<sup>th</sup> Floor  
15 Los Angeles, CA 90071  
16 [Noyster@bwslaw.com](mailto:Noyster@bwslaw.com)

17 To COUNTY:

18 Minh C. Tran, County Counsel  
19 Office of County Counsel  
20 3960 Orange Street, Suite 500  
21 Riverside, CA 92501  
22 [Mitran@rivco.org](mailto:Mitran@rivco.org)

23 With a Copy to:

24 Michelle E. Quiroz, Executive Assistant  
25 Riverside County Counsel Office  
26 3960 Orange St, Suite 500  
27 Riverside, CA 92501  
28 [MEQuiroz@rivco.org](mailto:MEQuiroz@rivco.org)

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

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


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

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

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

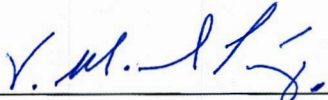
3  
4 DATED: 12/09/2025

ATTORNEYS  
Burke, Williams & Sorensen, LLP

6 By:   
7 Title: Nathan A. Oyster  
8 Partner

9  
10 DATED: DEC 16 2025

COUNTY OF RIVERSIDE

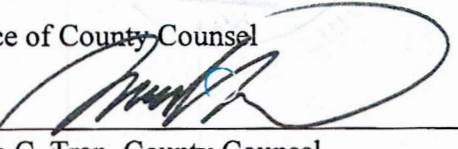
11 By:   
12 V. Manuel Perez, Chair  
13 County of Riverside, Board of Supervisors

14 ATTEST:  
KIMBERLY A. RECTOR, Clerk

15 By:   
DEPUTY

16 DATED: 12/9/25

APPROVED AS TO FORM:

17 Office of County Counsel  
18 By:   
19 Minh C. Tran, County Counsel