

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



**ITEM: 3.17
(ID # 29298)**

MEETING DATE:
Tuesday, December 16, 2025

FROM : COUNTY COUNSEL

SUBJECT: COUNTY COUNSEL: Approve the Legal Services Agreement with Burke, Williams & Sorensen, LLP for the Court Ordered Monitoring Pursuant to the Settlement of Quinton Gray, et al v. County of Riverside 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:

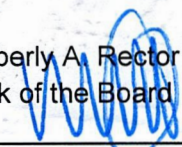
1. Approve the Legal Services Agreement with Burke, Williams & Sorensen, LLP for the Court Ordered Monitoring Pursuant to the Settlement of Quinton Gray, et al v. County of Riverside for Three (3) years for the total contract amount of \$525,000, without seeking competitive bids;
2. Authorized the Chair 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

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**

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

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On April 28, 2016, Judge Virginia Phillips of the United States District Court for the Central District of California, Eastern Division, approved the class action settlement jointly submitted by the County of Riverside and the Prison Law Office on behalf of Quinton Gray, et al. As part of the settlement, the Court appointed neutral experts—agreed upon by both parties—to monitor compliance with a mutually developed remedial plan. The County is responsible for covering the associated costs.

It is recommended that the County enter into a Legal Services Agreement with Burke, Williams & Sorensen, LLP, in the amount of \$525,000 over a three-year period, to continue fulfilling the Court's requirement for neutral expert monitoring of the remedial plan.

Impact on Residents and Businesses

Residents of Riverside County can be assured that all inmates housed in County detention facilities under the Sheriff's supervision receive appropriate health and behavioral health care services.

SCHEDULE A

Increase Appropriations:

10000-1102900000-525020 Legal Services \$175,000

Anticipated Use of Unassigned Fund Balance:

10000-1102900000-370100 Unassigned Fund Balance \$175,000

Decrease Appropriations:

10000-1109000000-581000 Approp for Contingencies \$175,000

Anticipated Increase of Unassigned Fund Balance:

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

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

6 1. TERM OF AGREEMENT. This Agreement shall commence on October 27, 2025 and
7 continue through October 27, 2028, or until completion of the last work assignment, whichever occurs first,
8 unless sooner terminated pursuant to Section 5, or Section 13. The Parties may extend the Term of this
9 Agreement by written amendment.

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

15 (a) Review of the law and legal guidance in regard to the *Gray Matter*;

16 (b) Representation in negotiations, mediation and proceedings in District Court concerning the
17 *Gray Matter*;

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

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

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

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

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

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

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

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

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

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

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

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

| <u>Partner/Associate</u> | <u>Hourly Rates</u> |
|--------------------------|---------------------|
| Partner | \$350.00 |
| Associates | \$300.00 |

1 Paralegals \$175.00

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

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

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

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

20 Riverside County Sheriff's Office
21 Attn: Claudia Preciado-Arroyo
22 Email: cpreciad@riversidesheriff.org
23 4095 Lemon Street
24 Riverside, CA 92501
25 (951) 955-2400

26 ///

27 ///

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1 With a Copy to:

2 Minh C. Tran, County Counsel

3 Office of County Counsel

4 3960 Orange Street, Suite 500

5 Riverside, CA 92501

6 Mitran@rivco.org

7 MEQuiroz@rivco.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 (e) General Insurance Provisions – All Lines:

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

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

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

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

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

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

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

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

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

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

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

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

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

22 To ATTORNEYS:

23 Nathan A. Oyster, Partner
24 Burke, Williams & Sorenson, LLP
25 444 South Flower Street, 40th Floor
26 Los Angeles, CA 90071
27 Noyster@bwslaw.com

1 To COUNTY:

2 Minh C. Tran, County Counsel

3 Office of County Counsel

4 3960 Orange Street, Suite 500

5 Riverside, CA 92501

6 Mitran@rivco.org

7 With a Copy to:

8 Michelle E. Quiroz, Executive Assistant

9 Riverside County Counsel Office

10 3960 Orange St, Suite 500

11 Riverside, CA 92501

12 MEQuiroz@rivco.org

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

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

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

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

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

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

27 (Signatures on Following Page)

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

DATED: 12/9/25

ATTORNEYS
Burke, Williams & Sorensen, LLP

By: [Signature]
Title: John J. Welsh
Managing Partner

DATED: 12/16/2025

COUNTY OF RIVERSIDE

By: [Signature]
V. Manuel Perez, Chair
County of Riverside, Board of Supervisors

DATED: 12/9/25

APPROVED AS TO FORM:

Office of County Counsel
By: [Signature]
Minh C. Tran, County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk
By [Signature]
DEPUTY