

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



ITEM: 3.5
(ID # 30287)

MEETING DATE:
Tuesday, April 28, 2026

FROM : COUNTY COUNSEL

SUBJECT: COUNTY COUNSEL: Ratify and Approve the Legal Services Agreement for Legal Counsel on the Pechanga Matter with Burke, Williams, & Sorensen, LLP for two (2) years, without seeking competitive bids, and authorize the Chair of the Board to Sign the Agreement on behalf of the County. District all. [Total Two-Year cost \$123,000; 100% Executive Office Non_Operations Budget 1102900000] (4/5 Vote Required)

RECOMMENDED MOTION: That the Board of Supervisors:


1. Ratify and Approve the Legal Services Agreement for Legal Counsel on the Pechanga Matter with Burke, Williams, & Sorensen for a total amount of \$123,000 for two years through June 30, 2027, without seeking competitive bids; and authorize the Chair of the Board to sign the Agreement on behalf of the County.

ACTION:

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Medina, Spiegel, Washington, Perez, and Gutierrez
Nays: None
Absent: None
Date: April 28, 2026
xc: CO.CO.

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	\$ 74,000	\$ 49,000	\$ 123,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Executive Office Non_Operations Budget 1102900000			Budget Adjustment: No	
			For Fiscal Year: 25/26-26/27	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On August 22, 2025, Plaintiff Pechanga Resorts Incorporated filed a Complaint for Refund of Property Taxes Paid with the Riverside Superior Court; Case No.: CVME2401627. The lawsuit is an appeal of the Riverside County Assessment Appeals Board's decision to uphold the Assessor's enrolled value of \$46,690,000 for a certain property purchased by the Plaintiff. The subject property has about 238 acres and consists of a 130-room hotel plus a 27-hole golf course. Plaintiff purchased the subject property for approximately \$50,000,000 in 2018. Plaintiff alleges that property taxes were paid under the Assessor's erroneous valuation and now demands a refund. Due to the complexity and unique legal issues involved, requiring a heightened level of legal expertise, County Counsel, on behalf of the County of Riverside Departments (County Counsel, Executive Office, Assessor/County Clerk/Recorder, Treasurer-Tax Collector), is seeking retention of legal services agreement with Burke Williams & Sorensen , LLP (Supervising Attorney Leah Castella) as the legal counsel representative for Riverside County in regards to the litigation and legal guidance for this lawsuit.

Contract History and Price Reasonableness

Property tax assessment litigations require both legal expertise and trial experience. The Office of County Counsel on behalf of the County of Riverside is seeking to obtain legal counsel services with Burke Williams & Sorensen, LLP (Supervising Attorney Leah Castella) as the legal counsel representative for two years through June 30, 2027, without seeking competitive bids, for an amount totaling up to \$123,000 for the service period.

Impact on Residents and Businesses

There is no impact on residents and businesses. Defending this litigation ensures that Riverside County Departments (County Counsel, Executive Office, Assessor/County Clerk/Recorder, Treasurer-Tax Collector) are maintaining consistent valuation of all properties located within the County for property tax purposes.

ATTACHMENTS:

Legal Services Agreement with Burke Williams & Sorensen, LLP


 Jamila Purnell, CHIEF DEPT COUNTY COUNSEL 4/21/2026

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, hereinafter
4 referred to as the "COUNTY", and BURKE, WILLIAMS, AND SORENSEN, LLP, hereinafter referred to
5 as "ATTORNEYS". The Parties hereto agree as follows:

6 1. TERM OF AGREEMENT. This Agreement shall commence on July 1, 2025, and continue
7 through June 30, 2027, or until completion of the last work assignment, whichever occurs first, unless
8 sooner terminated pursuant to Section 5, or Section 13. The Parties may extend the Term of this Agreement
9 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 *Pechanga Resorts*
14 *Incorporated, v. County of Riverside* (CVME2401627) (the "*Pechanga Matter*"), including but not limited
15 to:

- 16 (a) Review of the law and legal guidance in regard to the *Pechanga Matter*;
- 17 (b) Representation in negotiations, mediation and litigation in Riverside County Superior Court
18 concerning the *Pechanga Matter*;
- 19 (c) Attend meetings or hearings concerning the foregoing upon request.

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

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

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

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

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

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

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

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

12 6. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the
13 terms of this Agreement shall not exceed a total amount of One Hundred and Twenty-Three Thousand
14 Dollars (\$123,000) except that COUNTY may authorize payments from funds that are not expended in one
15 fiscal year to ATTORNEYS during the following fiscal years. This amount may be amended by the parties
16 to this Agreement, provided written amendment is executed by both parties prior to performance of any
17 additional services. A written amendment shall be a condition precedent to any obligation for payment by
18 COUNTY beyond the approved compensation. ATTORNEYS shall notify the COUNTY immediately in
19 writing when ATTORNEYS have expended seventy-five (75%) of the total compensation. The amount of
20 compensation paid to ATTORNEYS will include reimbursable costs including, but not limited to, fees to
21 be paid to experts, if necessary.

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

<u>Partner/Associate</u>	<u>Hourly Rates</u>
23 Partner	\$425.00
24 Associates	\$375.00
25 Paralegals	\$225.00

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

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

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

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

19 Office of County Counsel, Riverside

20 Minh C. Tran, County Counsel

21 3960 Orange Street, Suite 500

22 Riverside, CA 92501

23 Email: MiTran@rivco.org; Counsel-Accounting@rivco.org

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

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

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

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

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

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

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

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

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

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

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

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

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

18 (e) General Insurance Provisions – All Lines:

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

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

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

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

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

13 To ATTORNEYS:

14 Leah Castella, Partner
15 Burke, Williams & Sorenson, LLP
16 1999 Harrison Street, Suite 1650
17 Oakland, CA 94612
18 LCastella@bwslaw.com

19 To COUNTY:

20 Office of County Counsel, Riverside
21 Minh C. Tran, County Counsel
22 3960 Orange Street, Suite 500
23 Riverside, CA 92501
24 Email: MiTran@rivco.org; mequiroz@rivco.org

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

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

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

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

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

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

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

14
15 DATED: 3/27/2026

16 ATTORNEYS
17 Burke, Williams & Sorensen, LLP

18 

19 By: J. Leah Castella
20 Title: Equity Partner

21 DATED: APR 28 2026

22 COUNTY OF RIVERSIDE

23 By: Karen S. Spiegel
24 Karen Spiegel, Chair
25 County of Riverside, Board of Supervisors

26 DATED: 4/8/26

27 APPROVED AS TO FORM:

28 Office of County Counsel

29 **ATTEST:**
30 **KIMBERLY A. RECTOR, Clerk**
31 By 
32 **DEPUTY**

33 By: 
34 Minh C. Tran, County Counsel

35 APR 28 2026 3 . 5