

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



ITEM: 13.1
(ID # 22634)

MEETING DATE:

Tuesday, August 29, 2023

FROM : Regional Parks and Open Space District:

SUBJECT: REGIONAL PARKS & OPEN SPACE DISTRICT: Approve the Legal Services Agreement between Riverside County Regional Park and Open-Space District and Somach Simmons & Dunn Law Firm for the Jurupa Ditch Maintenance Repairs Project. District 2, [\$300,000], 100% ARPA

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the Professional Services Agreement (Agreement) between Riverside County Regional Park and Open-Space District (RivCoParks) and Somach Simmons & Dunn Law Firm (SSD) for provision of legal services relating to the Jurupa Ditch Maintenance Repairs Project; and
2. Authorize the Chairman to execute the Agreement on behalf of RivCoParks; and
3. Direct the Clerk of the Board to return (2) copies of the Agreement to RivCoParks.

ACTION:Policy

Kyla R. Brown, General Manager

7/25/2023

MINUTES OF THE BOARD OF DIRECTORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: August 29, 2023
xc: Parks

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	\$100,000	\$100,000	\$300,000	\$100,000
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: ARPA Fund No. 21735			Budget Adjustment:	No
			For Fiscal Year:	23/24-25/26

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Jurupa Ditch ("Ditch") is the oldest continuously operated irrigation ditch in Southern California. The Ditch provides much needed irrigation water to local farmlands, as well as two RivCoParks' sites: Jensen Alvarado Historic Ranch and Louis Rubidoux Parkland and Pecan Grove. This irrigation water is vital to maintaining orchards and other landscaping at the sites, and integral to programming celebrating the rich history of farming in Western Riverside County.

The Ditch currently has significant infrastructure deficiencies which are impacting the quantity and quality of water delivered. On April 5, 2022 by Minute Order 3.2, your honorable Board authorized the use of \$6 million dollars in American Rescue Plan Act (ARPA) to conduct repairs to the Ditch. The project will improve the efficiency of the ditch, water quality, and reduce water loss and interruptions in water deliveries due to the current frequent emergency repairs.

As the repairs project will require the involvement of various water agencies, including Western Municipal Water District and Riverside Public Utilities, RivCoParks is seeking special counsel with a demonstrated expertise in water rights. At the recommendation of County Counsel, RivCoParks would like to contract with Somach Simmons & Dunn Law Firm (SSD) for legal services relating to the Jurupa Ditch Maintenance Repairs Project. SSD can provide the skills, experience, and capacity to navigate any water rights issues necessary to successfully complete the project. Expenses will be billed based on the rate sheets provided as an attachment and are not to exceed \$100,000 annually for a three year term.

The Professional Services Agreement with SSD has been approved as to form by County Counsel.

Environmental Findings

This agreement is exempt from CEQA under the "Common Sense" rule - there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. CEQA for ground disturbing activities related to the actual repairs will be addressed as part of the larger Project.

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

Impact on Residents and Businesses

Involvement of a water rights attorney will benefit residents and businesses dependent on the Jurupa Ditch for irrigation needs and help to ensure that the project is completed efficiently and effectively.

Additional Fiscal Information

The Jurupa Ditch Maintenance Repairs Project is funded via ARPA funds allocated on April 5, 2022 by Minute Order 3.2.

Contract History and Price Reasonableness

Somach Simmons and Dunn Law Firm is highly regarded within the specialty of water rights attorneys. County Counsel and RivCoParks conducted an interview with the firm and found that Somach Simmons and Dunn have the expertise, experience, and capacity to provide services to RivCoParks at a reasonable rate.

ATTACHMENTS

Professional Services Agreement
Rate Sheet



Kristine Bell-Valdez, Supervising Deputy County Counsel 8/24/2023

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date signed by both Parties and is made by and between the **RIVERSIDE DISTRICT REGIONAL PARK AND OPEN-SPACE DISTRICT**, a political subdivision of the State of California, hereinafter "DISTRICT", and **SOMACH SIMMONS & DUNN, A Professional Corporation**, hereinafter "ATTORNEY". DISTRICT and ATTORNEY are collectively referred to herein as the "Parties", and individually as the "Party". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall be effective upon signature of this Agreement by both Parties and continues in effect through December 31, 2026, or completion of the last work assignment, whichever occurs first, unless terminated earlier. The DISTRICT also reserves the right to exercise an option to temporarily extend the contract term for up to one hundred eighty (180) calendar days, for any reason. The Parties may extend the term of this Agreement by written amendment.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and related services. The legal services are necessary due to complex and unique legal issues which require a certain level of expertise and experience. Legal counsel and related services work will include, but not limited to:

- a) Review of the law and guidance in regard to requisite procedures, rules and regulations for the Jurupa Ditch projects (the "Projects");
- b) Negotiate, review and revise any contracts and legal documents for the Projects;
- c) Provide advice and support in securing necessary approvals for the Projects.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be KELLEY M. TAUBER. The Supervising Attorney shall have full authority to act for ATTORNEY on all matters encompassed by this Agreement and shall be fully responsible for the quality of the work produced. Support attorneys and paralegals shall be designated by the Supervising Attorney. Any changes or substitution of the Supervising Attorney must have the express written approval of the DISTRICT.

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

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

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

The ATTORNEY shall have conducted a conflict of interest check prior to appointment under this Legal Services Agreement. Since it is possible that some of the ATTORNEY'S present or future clients will have disputes with DISTRICT during the time that ATTORNEY are representing the DISTRICT, DISTRICT and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to DISTRICT, or in which DISTRICT'S interest may be adversely affected, ATTORNEY will advise and request a waiver from DISTRICT in writing. Upon receipt of such notice and request, DISTRICT may determine that the conflict can be waived or may determine that it is in the DISTRICT'S best interest to terminate the services of ATTORNEY. Should DISTRICT determine that it is best to terminate the services of ATTORNEY, DISTRICT will notify ATTORNEY in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEY may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from DISTRICT.

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

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

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

6. COMPENSATION. The DISTRICT shall pay ATTORNEY'S professional fees as outlined in Exhibit A, Payment Provisions, attached hereto and incorporated by this reference, for services performed and expenses incurred in accordance with the terms of this Agreement. The total amount of compensation paid to ATTORNEY shall not exceed an annual amount of **\$150,000.00** (per fiscal year July 1 through June 30) including all expenses. These amounts may be amended by the Parties to this Agreement, provided a written amendment is executed by both Parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment beyond the approved compensation amount. ATTORNEY shall notify the DISTRICT immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the total approved compensation.

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

Reimbursable ordinary expenses shall include but not be limited to: (i) postage; (ii) courier service; (iii) title reports; (iv) in-house photocopies of documents; (v) long distance phone calls; (vi) computerized legal research, (vii) filing fees (viii) airfare, mileage at the IRS reimbursement rate, (ix) lodging and (x) meals DISTRICT; provided however, that no single expenditure shall exceed Five Hundred Dollars (\$500) without the prior consent of the DISTRICT.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY has obtained prior approval of DISTRICT, and shall include, but not be limited to: (i) retaining consultants; (ii) document databasing; (iv) investigative services; (v) and any expense item exceeding Five Hundred Dollars (\$500.00).

Non-reimbursable expenses shall include, but not be limited to: (i) staff time or overtime for performing secretarial, clerical, or word processing functions; (ii) charges for the time spent to provide necessary information for DISTRICT'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by DISTRICT.

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

Riverside County Regional Park and Open-Space District
Attn: Parks Finance
4600 Crestmore Road
Jurupa Valley, CA 92509
Email: parks-finance@rivco.org

With a copy to:

County of Riverside Office of the County Counsel
ATTN: Kristine Bell-Valdez, Supervising Deputy County Counsel
3960 Orange Street, Suite 500
Riverside, Ca 92501

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

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

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

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

10. SUPERVISION OF AGREEMENT. The County of Riverside, the Riverside County Regional Park and Open-Space District Office, representative, or designee, on material issues, shall have authority to direct policy actions for DISTRICT regarding ATTORNEY'S services.

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

12. COMMUNICATIONS WITH DISTRICT. ATTORNEY recognizes that their relationship with DISTRICT and its agents, employees, officers and/or representatives is subject to the attorney-client privilege and that any information acquired during the term of this Agreement from or through DISTRICT is confidential and privileged. ATTORNEY warrants that they shall not disclose or use in any manner whatsoever any of the information from DISTRICT and its officers, employees and agents in connection with said relationships or proceedings unless authorized by DISTRICT. ATTORNEY understand that the Riverside County Regional Park and Open-Space District is the empowered legal representative of DISTRICT and its officers and employees, and ATTORNEY shall not without specific direction from the Office of DISTRICT Counsel communicate with, advise or represent the DISTRICT'S legislative body or appointive bodies.

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

14. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEY'S obligation to indemnify or hold DISTRICT harmless, ATTORNEY shall procure and maintain or cause to be maintained, at their sole cost and expense, the following insurance coverage during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Park and Open-Space District , its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

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

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

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

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

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term.
- 2) ATTORNEY must declare its insurance self-insured retention for each coverage required herein. If such self-insured retention (s) exceed \$500,000.00 per occurrence such retentions shall have the prior written consent of the DISTRICT Risk Manager before the commencement of services under this Agreement. Upon notification of self-insured retentions which are deemed unacceptable to the DISTRICT, at the election of the DISTRICT's Risk Manager, ATTORNEY'S carriers shall either 1) reduce or eliminate such self-insured retentions with respect to this Agreement with DISTRICT or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.
- 3) ATTORNEY shall cause their insurance carrier(s) to furnish DISTRICT with 1) a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein and, 2) if requested to do so orally or in writing by

the DISTRICT Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice be given to DISTRICT prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEY shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- 4) It is understood and agreed by the parties hereto that ATTORNEY'S insurance shall be construed as primary insurance and DISTRICT'S insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) If during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEY has become inadequate.
- 6) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the DISTRICT.
- 7) The ATTORNEY shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

- 8) ATTORNEY agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

16. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the Riverside County Park and Open-Space District, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, attorneys and representatives (individually and collectively hereinafter referred to as "Indemnitees") from all claims, damages, losses and expenses and any liability whatsoever, based or asserted upon any services of ATTORNEY to the extent that such claims are caused by the willful misconduct or negligent act or omission of ATTORNEY, its officers employees, subcontractors, agents or representatives, arising out of or in any way relating to this Agreement, including but not limited to, property damage, bodily injury, or death, or any other element of any kind or nature whatsoever arising from the performance of ATTORNEY, its officers, employees, subcontractors, agents or representatives. ATTORNEY shall defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such services and performance.

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

ATTORNEY'S obligation hereunder shall be satisfied when ATTORNEY has provided DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved.

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

Notwithstanding the foregoing, the indemnification and other obligations described shall not apply to any claim arising out of or resulting from any negligent or willful act constituting or which could be brought as a claim for legal malpractice against ATTORNEY. In the event of any such claim, DISTRICT shall make such claim as a claim resulting from legal malpractice and not under the general indemnity provision of this section.

17. NOTICES. Any and all notices and required reports shall be written and hand-delivered or mailed by first class, postage prepaid, addressed to the Riverside County Park and Open-Space District or ATTORNEY at the following addresses below, or at any other address DISTRICT or ATTORNEY shall provide in writing to each other:

To ATTORNEY:

Somach Simmons & Dunn, Attorneys at Law
Attn: Kelley M. Taber
500 Capitol Mall, Suite 1000
Sacramento, CA 95814
Email: ktaber@somachlaw.com

To DISTRICT:

Riverside County Regional Park and Open-Space District
Attn: Parks Planning
4600 Crestmore Road
Jurupa Valley, CA 92509
Email: Parks-Planning@rivco.org

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

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

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

21. ELECTRONIC SIGNATURES/COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the

intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

RIVERSIDE COUNTY REGIONAL
PARK AND OPEN-SPACE DISTRICT

By: *Chuck Washington*
CHUCK WASHINGTON

CHAIR, BOARD OF SUPERVISORS

Title: _____
Dated: 8/29/23

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: *Kimberly A. Rector*

APPROVED AS TO FORM
Counsel

By: *Kristine Valdez*

Kristine Valdez
Supervising Deputy County Counsel

ATTORNEY, *Somach Simmons &*
Dunn, Attorneys at Law

By: *Theresa C. Barfield*

THERESA C. BARFIELD
Title: Managing Shareholder

Dated: 8/24/23

CORPORATE SIGNERS: Pursuant to California Corporations Code Section 313, please provide signature of chairperson of the board, president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer. If providing only one signature, please also provide a resolution or other proof of delegated authority that shows signer can legally bind the corporation.

ATTACHMENTS:

Exhibit A: Payment Provisions

AUG 29 2023 13.1

EXHIBIT A
PAYMENT PROVISIONS

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

Attorney	Public Rate
Stuart L. Somach	570.00
Paul S. Simmons	490.00
Robert B. Hoffman	490.00
Michael E. Vergara	460.00
Andrew M. Hitchings	460.00
Ramsey L. Kropf	460.00
Sarah A. Klahn	430.00
Kelley M. Taber	430.00
Theresa C. Barfield	430.00
Nicholas A. Jacobs	430.00
Kristin H. Moseley	430.00
Alexis K. Stevens	420.00
Jared S. Mueller	390.00
Aaron A. Ferguson	380.00
Brittany K. Johnson	360.00
Michelle E. Chester	310.00
Alyson E. Ackerman	310.00
Michael W. Daugherty	310.00
Ellen M. Moskal	270.00
Kelly M. Doyle	270.00
Maximillian C. Bricker	250.00
Krishna S. Yadav-Ranjan	250.00
Ryan J. Mitchell	250.00
Diane Thompson (Paralegal)	240.00
Yolanda De La Cruz (Paralegal)	240.00
Pennie MacPherson (Paralegal)	240.00

NOTE: The Schedule of Rates will be reviewed and may be modified. Clients will receive 30 days' notice of any modification in the Schedule of Rates. Rates for new attorneys will be forwarded to the client within a reasonable time after the new attorney begins work under this contract. All out-of-pocket costs and expenses will be billed to clients at our cost. An interest charge will be added to all bills that are unpaid in excess of 30 days.