

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 14.8
(ID # 28438)

MEETING DATE:
Tuesday, July 29, 2025

FROM : FLOOD CONTROL DISTRICT

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Legal Services Agreement with Cox, Castle & Nicholson, LLP for Legal Services Effective August 1, 2025 Through June 30, 2030, All Districts. [\$1,000,000 Total Cost – District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Legal Services Agreement ("Agreement") with Cox, Castle & Nicholson, LLP for Legal Services effective August 1, 2025 through June 30, 2030 in an amount not to exceed One Million Dollars (\$1,000,000) over five (5) years;
2. Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors to execute the Agreement documents on behalf of the District;
3. Authorize the Purchasing Agent to issue Purchase Orders to Cox, Castle & Nicholson, LLP for Legal Services for the duration of the Agreement in an amount not to exceed One Million Dollars (\$1,000,000) over five (5) years consistent with the Agreement;
4. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement documents to the District; and
5. Authorize the District's General Manager-Chief Engineer or designee to take all necessary steps to implement the Agreement, including, but not limited to, signing necessary and subsequent documents or amendments that do not increase the total compensation, subject to approval by County Counsel.

ACTION:Policy

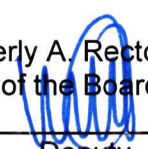
Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG

7/17/2025

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Gutierrez, seconded by Supervisor Medina 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: July 29, 2025
xc: Flood

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

FINANCIAL DATA	Current Year:	Next Year:	Total Cost:	Ongoing Cost
COST	\$200,000	\$200,000	\$1,000,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Zone Funds (See allocation below)			Budget Adjustment:	No
			For Fiscal Year:	25/26-29/30

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The District is seeking legal counsel to assist in the highly specialized areas of environmental protection laws, policies and regulations, including federal and state endangered species acts, habitat conservation plans, California Fish and Game Code (e.g., Section 1600) and historic/tribal cultural resources (e.g., Section 106 of the National Historic Preservation Act and California AB 52). The focus of these services is to assist with the legal landscape surrounding the District's involvement in compliance and developing regulations related to permitting and the California Environmental Quality Act ("CEQA"). In furtherance of this desire, the District, with the assistance of County Counsel, identified, reviewed proposals from and interviewed several law firms. It is recommended that the District enter into a legal services agreement with Cox, Castle & Nicholson, LLP based on its level of expertise in required areas.

Impact on Residents and Businesses

Securing legal expertise in regard to regulatory and environmental services will help the County and its residents with more favorable policy and project outcomes.

Additional Fiscal Information

Sufficient funding is included in the District's budget for Fiscal Year 2025-2026 and will be included in the District's recommended budget(s) for future years as appropriate and necessary.

SOURCE OF FUNDS ALLOCATION:

25110-947400-525440	Zone 1 Const -Maint-Misc - Professional Services (20%)
25120-947420-525440	Zone 2 Const -Maint-Misc - Professional Services (20%)
25130-947440-525440	Zone 3 Const -Maint-Misc - Professional Services (10%)
25140-947460-525440	Zone 4 Const -Maint-Misc - Professional Services (20%)
25150-947480-525440	Zone 5 Const -Maint-Misc - Professional Services (10%)
25160-947500-525440	Zone 6 Const -Maint-Misc - Professional Services (10%)
25170-947520-525440	Zone 7 Const -Maint-Misc - Professional Services (10%)

Contract History and Price Reasonableness

This legal services agreement was procured pursuant to Riverside County Ordinance No. 459, Section 7(m), which exempts specialized legal services from traditional competitive bidding.

SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD
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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partners	\$815.00
Associates	\$550-750.00

ATTACHMENT:

1. Legal Services Agreement



Meghan Hahn, Director of Procurement

7/17/2025



Jason Farin, Principal Policy Analyst

7/23/2025



Aaron Gettis, Chief of Deputy County Counsel

7/17/2025

LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below and is made by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter "DISTRICT", and COX, CASTLE & NICHOLSON, LLP, hereinafter "ATTORNEYS". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on August 1, 2025, and continue until June 30, 2030, or completion of the last work assignment, whichever occurs first, unless sooner terminated.

2. LEGAL SERVICES. ATTORNEYS shall provide legal counsel and services. ATTORNEYS legal representation shall include representation of DISTRICT in regulatory permitting matters pertaining to DISTRICT's activities in and around Riverside County, hereinafter "PROJECT". The legal services are necessary due to complex and unique legal issues arising out of the PROJECT, including, but not limited to:

(a) Provide legal review and advice in connection with the implementation of the California Environmental Quality Act, and regulatory compliance such as California Fish and Game Code Section 1600 et al., California Endangered Species Act, Federal Endangered Species Act, Sections 404 and 401 of the Federal Clean Water Act, California's Porter Cologne Water Quality Control Act, the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) and the Coachella Valley MSHCP, and laws related to tribal consultations such as Section 106 of the National Historic Preservation Act and AB 52.

(b) Advise DISTRICT and make written recommendations in regard to proposed federal/state laws and regulations such as, but not limited to, proposals from the U.S. Army Corps of Engineers, U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, State Water Resources Control Board, Regional Water Quality Control Boards, and the California Department of Fish and Wildlife. This work may include reviewing regulatory agency proposals and proposed rules and drafting formal response letters along with attending meetings and public hearings.

(c) Assist the District in developing policy and permitting position statements.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Partner, Clark Morrison. The Supervising Attorney shall have full authority to act for ATTORNEYS 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 Joan Valle, Regulatory Division Chief, or designee.

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. ATTORNEYS represent and warrant that no DISTRICT employee whose position in 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 ATTORNEYS or shall have any direct or indirect financial interest in this Agreement.

The ATTORNEYS shall have conducted a conflict of interest check prior to appointment under this Legal Services Agreement and identified no existing conflicts of interest. Since it is possible that some of the ATTORNEYS' present or future clients will have disputes with DISTRICT during the time that ATTORNEYS are representing the DISTRICT, DISTRICT and ATTORNEYS agree that should the situation arise where a new or existing client engages ATTORNEYS in any matter adverse to DISTRICT, or in which DISTRICT'S interest may be adversely affected, ATTORNEYS 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 ATTORNEYS. Should DISTRICT determine that it is best to terminate the services of ATTORNEYS, DISTRICT will notify ATTORNEYS in writing of such decision and termination shall take effect upon the date indicated in the notice. ATTORNEYS may then submit any outstanding invoices for payment up to the date of termination as determined by the notice from DISTRICT.

Notwithstanding anything to the contrary in this Agreement, DISTRICT and ATTORNEYS agree that ATTORNEYS' only client under this Agreement is DISTRICT and that ATTORNEYS are not representing the County of Riverside or any agency, district, special district, department, bureau, division, or subdivision of the County of Riverside (other than DISTRICT) (collectively, the "County"), and that in no event will the County be deemed a client of ATTORNEYS by virtue of ATTORNEYS' representation of DISTRICT under this Agreement. ATTORNEYS have disclosed to DISTRICT that ATTORNEYS have represented, are currently representing, and may in the future represent existing and new clients in real estate related matters adverse to the County. DISTRICT acknowledges and agrees that ATTORNEYS' representation of other clients in such matters does not create a conflict of interest requiring a conflict waiver from the County and ATTORNEYS may continue to represent other clients adverse to the County. DISTRICT and the County will not seek to disqualify ATTORNEYS from representing any of the other clients in such matters adverse to the County. ATTORNEYS do not believe that their past, present or future representation of other clients adverse to the County will have an adverse effect on ATTORNEYS' independent professional judgment on behalf of DISTRICT under this Agreement.

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 ATTORNEYS 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, ATTORNEYS 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.

ATTORNEYS shall promptly submit a brief report advising of the status of all matters, including any unresolved matters being handled by ATTORNEYS for DISTRICT. ATTORNEYS shall give DISTRICT copies or originals, as appropriate of all files for all matters on which it has been working.

6. COMPENSATION. The total amount of compensation paid to ATTORNEYS under the terms of this Agreement shall not exceed One Million Dollars (\$1,000,000), but such amount shall not be deemed to be a fixed fee. These amounts may be amended by the parties to this Agreement, provided a written amendment is executed by both parties prior to performance of any additional services. A written amendment shall be a condition precedent to any obligation for payment by DISTRICT beyond the approved compensation. ATTORNEYS shall notify the DISTRICT immediately in writing when ATTORNEYS have expended seventy-five percent (75%) of the total compensation.

ATTORNEYS shall charge for legal services based primarily on the amount of time, including travel time, devoted to a matter at hour rates for the professionals involved and specified below. Billing is in six minutes increments. DISTRICT shall pay ATTORNEYS at the following hourly rates for services rendered. The rates set forth below may be adjusted by ATTORNEYS on an annual basis commencing no earlier than January 1, 2027, and then annually not sooner than twelve (12) months following the preceding rate adjustment, and which adjustment shall be in proportion to ATTORNEY's overall rate adjustments made at the beginning of such calendar year, with a maximum annual increase no greater than 3 percent.

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partners/Senior Counsel	\$815.00
Associates	\$550-750 ¹

7. EXPENSES. DISTRICT shall reimburse ATTORNEYS 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 ATTORNEYS' 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; and (iv) long distance phone calls; provided however, that no single expenditure shall exceed \$500 without the prior consent of the DISTRICT.

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

¹ Rate will depend on associate seniority.

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; (iv) mileage or travel expenses from the regular office of ATTORNEYS to DISTRICT.

8. PAYMENT. ATTORNEYS 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:

Kristine Bell-Valdez, Deputy County Counsel
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501

Riverside County Flood and Water Conservation District
Attn: Joan Valle, Regulatory Division Chief
jvalle@rivco.org

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

ATTORNEYS 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. ATTORNEYS shall make such documentation available to auditors upon request and at such reasonable times and locations as may be agreed to between DISTRICT and ATTORNEYS.

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

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

10. SUPERVISION OF AGREEMENT. Joan Valle, Regulatory Division Chief, with concurrence from County Counsel on material issues, shall have authority to act for DISTRICT regarding ATTORNEYS' services.

11. CONFIDENTIALITY. ATTORNEYS shall maintain the confidentiality of all information that it may acquire, arising out of or connected with, its provision of services under this Agreement in accordance with all applicable federal, state, and county laws, regulations, ordinances, and directives relating to confidentiality, including the Code of Professional Responsibility. ATTORNEYS 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. ATTORNEYS recognize 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. ATTORNEYS warrant 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. ATTORNEYS understand that the Office of County Counsel is the empowered legal representative of DISTRICT and its officers and employees and ATTORNEYS shall not without specific direction from the Office of County Counsel communicate with, advise or represent the DISTRICT'S legislative body or appointive bodies.

13. LICENSES. ATTORNEYS, 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. LITIGATION. In the event Litigation services are required, this agreement will be amended to address the terms and conditions of that legal service.

15. REQUIRED INSURANCE. Without limiting or diminishing ATTORNEYS' obligation to indemnify or hold DISTRICT harmless, ATTORNEYS 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 Flood and Water Conservation District, and the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

(a) Workers' Compensation: If ATTORNEYS have employees as defined by the State of California, ATTORNEYS 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.

(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 ATTORNEYS performance of its obligations hereunder. Policy shall name DISTRICT as Additional Insured. Policy's limit of

liability shall not be less than \$2,000,000.00 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

(c) Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then ATTORNEYS 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 DISTRICT as Additional Insured.

(d) Professional Liability: ATTORNEYS shall maintain Professional Liability Insurance providing coverage for ATTORNEYS' 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 ATTORNEYS' 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 ATTORNEYS 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 ATTORNEYS have maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue as long as the law allows.

(e) General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A:VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for the specific insurer and only for one policy term. Notwithstanding the foregoing, DISTRICT waives the requirements in this Section 15(E)(1) with respect to ATTORNEYS' professional liability insurance carrier, Attorneys Insurance Mutual Risk Retention Group, Inc. ("AIM") because the A.M. BEST rating is inapplicable for AIM.
- 2) ATTORNEYS 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 County 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 County's Risk Manager, ATTORNEYS' 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) ATTORNEYS shall cause their insurance carrier(s) to furnish DISTRICT with a properly executed original Certificate(s) of insurance and certified copies of endorsements effecting coverage as required herein. 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 evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *ATTORNEYS shall not commence operations until DISTRICT has been furnished with original Certificate(s) of Insurance and certified original copies of endorsements. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed by the parties hereto and ATTORNEYS' 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 County Risk Manager's reasonable judgment, the amount or type of insurance carried by the ATTORNEYS 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 ATTORNEYS shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

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

To ATTORNEYS:

Cox Castle
Attn: Clark Morrison
50 California Street, Suite 3200
San Francisco, CA 94111

To DISTRICT:

Kristine Bell-Valdez, Deputy County Counsel
Office of County Counsel
3960 Orange Street, Suite 500
Riverside, California 92501

AND

Riverside County Flood and Water Conservation District
Attn: Joan Valle, Regulatory Division Chief
1995 Market Street
Riverside, CA 92501

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

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

19. 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.

20. COMPLETE AGREEMENT. This Agreement shall constitute the complete and exclusive statement of understanding between DISTRICT and ATTORNEYS which supersedes all previous written or oral agreements, and all prior communications between DISTRICT and ATTORNEYS relating to the subject matter of this Agreement. Any modification or addition to this Agreement must be made in a writing signed by the party adversely affected by the change.

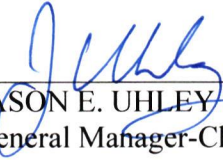
[SIGNATURES ON NEXT PAGE]


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RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD AND WATER CONSERVATION DISTRICT

By: 
JASON E. UHLEY
General Manager-Chief Engineer

By: 
KAREN SPIEGEL, Chair
Riverside County Flood and Water Conservation District Board of Supervisors


Dated: 7/17/2025

Dated: JUL 29 2025

APPROVED AS TO FORM
Minh C. Tran, County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By: 
DEPUTY

By: 
Kristine Bell-Valdez
Deputy County Counsel

ATTORNEYS:
COX, CASTLE & NICHOLSON, LLP

Dated: 7/17/2025

By: 
R. Clark Morrison, Partner