

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



**ITEM: 14.2**  
(ID # 28967)

**MEETING DATE:**  
Tuesday, October 21, 2025

**FROM :** FLOOD CONTROL DISTRICT

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Legal Services Agreement with Best Best & Krieger, LLP for Legal Services Effective October 1, 2025 Through September 30, 2030, All Districts. [\$1,250,000 Total Cost - District Funds 100%]

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

1. Ratify and Approve the Legal Services Agreement ("Agreement") with Best Best & Krieger, LLP for Legal Services effective October 1, 2025 through September 30, 2030 in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) over five (5) years;
2. Authorize the Chair of the Riverside County Flood Control and Water Conservation District's ("District") Board of Supervisors ("Board") to execute the Agreement documents on behalf of the District;
3. Approve the Informed Written Consent to Conflict of Interest Letter ("Letter") and authorize the Chair of the District's Board to execute the Letter on behalf of the District;
4. Authorize the Purchasing Agent to issue a Purchase Order to Best Best & Krieger LLP for Legal Services for the duration of the Agreement in an amount not to exceed One Million Two Hundred Fifty Thousand Dollars (\$1,250,000) over five (5) years consistent with the Agreement;

Continued on Page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 9/30/2025

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**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: October 21, 2025  
xc: Flood, Purchasing

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**

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

5. Direct the Clerk of the Board to return two (2) fully executed originals of the Agreement documents to the District; and
6. 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.

<b>FINANCIAL DATA</b>	<b>Current Year:</b>	<b>Next Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$300,000	\$300,000	\$1,250,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 75% NPDES Funds; 25% Zone Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b> 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 law, policy, regulation and permitting pertaining to protection and management of the inland surface water environment. The focus of these services is to assist with the legal landscape surrounding the operation of flood control infrastructure, and for the management of National Pollutant Discharge Elimination System ("NPDES") stormwater programs in California which comprises many overlapping sets of permits, standards and regulations at regional, state and federal levels. 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 Best Best & Krieger, LLP based on its level of expertise in the required areas.

It is also recommended that the Board approve the Informed Written Consent to Conflict-of-Interest letter ("Letter"). This Letter documents that Best Best & Krieger, LLP currently represent the Western Riverside County Regional Conservation Authority ("RCA") and other clients and asks the County of Riverside to waive any indirect conflicts caused by this representation as there are no actual conflicts at the present. The District has evaluated the likelihood of an actual conflict presenting itself and supports the execution of the Letter.

**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.

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

**Additional Fiscal Information**

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

**SOURCE OF FUNDS: (Continued)**

25180 947540 525440	NPDES Whitewater Professional Services (7%)
25190 947560 525440	NPDES Santa Ana Professional Services (53%)
25200 947580 525440	NPDES Santa Margarita Professional Services (15%)
25110-947400-525440	Zone 1 Const - Maint-Misc - Professional Services (5%)
25120-947420-525440	Zone 2 Const - Maint-Misc - Professional Services (5%)
25130-947440-525440	Zone 3 Const - Maint-Misc - Professional Services (2.5%)
25140-947460-525440	Zone 4 Const - Maint-Misc - Professional Services (5%)
25150-947480-525440	Zone 5 Const - Maint-Misc - Professional Services (2.5%)
25160-947500-525440	Zone 6 Const - Maint-Misc - Professional Services (2.5%)
25170-947520-525440	Zone 7 Const - Maint-Misc - Professional Services (2.5%)

**Contract History and Price Reasonableness**

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

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partners	\$485
Of Counsel, Special Counsel	\$460
Associates	\$350
Paralegals	\$225
Law Clerks/Analysts	\$200

**ATTACHMENTS:**

1. Agreement for Professional Services
2. Best Best & Krieger, LLP Waiver Letter

KBV:RB:rlp

  
Melissa Curtis, Deputy Director of Purchasing and Fleet 10/1/2025

  
Aaron Gettis, Chief of Deputy County Counsel 10/6/2025



RECEIVED

SEP 23 2025

COUNTY COUNSEL  
TO

Ryan M. F. Baron  
Partner  
(949) 263-6568  
ryan.baron@bbklaw.com

*Via Email*

September 19, 2025

Kristine Bell-Valdez  
Supervising Deputy County Counsel  
County of Riverside  
c/o Riverside County Flood and Water Conservation District  
1995 Market Street  
Riverside, CA 92501

RECEIVED  
SEP 22 2025

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

**Re: Informed Written Consent to Conflict of Interest – Western Riverside  
County Regional Conservation Authority, Other Public Agency Clients, and  
Other Water Related Clients**

Dear Ms. Bell-Valdez:

We are pleased that the Riverside County Flood and Water Conservation District (“District”) has asked Best Best & Krieger, LLP (“BBK” or “Firm”) to represent it in all aspects of the National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer (MS4) Program and California Environmental Quality Act (CEQA) and Regulatory Permitting (and may, at its option, retain BBK to handle additional matters in the future).

As we have discussed in our proposal, the Firm currently represents Western Riverside County Regional Conservation Authority (“RCA”) as its General Counsel in various matters. One of those matters includes negotiations between the District and RCA regarding the conveyance of a flood control basin owned by RCA (“RCA Matters”). It is possible RCA’s interests may be adverse to the interests of the District. As a result, BBK’s representation of the District creates a conflict of interest under the applicable rules of professional conduct.

Additionally, BBK represents a variety of public agencies as their general and special counsel. From time to time, BBK may be asked to represent those public agencies on matters related to the Coachella Valley Link project (“CV Link Project”), which could include advising those public agencies on various agreements involving the District. There is no actual conflict as of the date of this letter, and the project is near completion. It is possible, though, that BBK’s other public agency clients’ interests may be adverse to the interests of the District from time to time.

In addition, BBK represents numerous clients in connection with water rights, water quality and pollution issues, groundwater and surface water issues, matters related to various water basins, and issues related to water supply (“Water Rights Matters”). Those clients include real property owners, cities, special districts, joint powers authorities, and other local government agencies. All or any of these clients, including RCA, may interact with the District in the context of Water Rights

Best Best & Krieger LLP | 18101 Von Karman Avenue, Suite 1000, Irvine, California 92612  
Phone: (949) 263-2600 | Fax: (949) 260-0972 | bbklaw.com

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Matters and may in the future request our representation of them in such matters involving the District. There is no actual conflict as of the date of this letter.

As with RCA in the RCA Matters and BBK's representation of public agencies in the CV Link Project, BBK's representation of other clients in future Water Rights Matters would create a conflict of interest under the rules of professional conduct.

Rule 1.7 of the California Rules of Professional Conduct provides in pertinent part:

- (a) A lawyer shall not, without informed written consent from each client and compliance with paragraph (d), represent a client if the representation is directly adverse to another client in the same or a separate matter.
- (b) A lawyer shall not, without informed written consent from each affected client and compliance with paragraph (d), represent a client if there is a significant risk the lawyer's representation of the client will be materially limited by the lawyer's responsibilities to or relationships with another client, a former client or a third person, or by the lawyer's own interests.
- . . .
- (d) Representation is permitted under this rule only if the lawyer complies with paragraphs (a), (b), . . . and:
  - (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
  - (2) the representation is not prohibited by law; and
  - (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal.

Our representation of the District, given our representation of RCA is not prohibited, but requires your consent. Similarly, our representation of other clients in the CV Link Project and in future Water Rights Matters involving the District also requires your consent. We do not believe our involvement in the RCA Matters, CV Link Project or in future Water Rights Matters on behalf of other clients will impair the competence, diligence or loyalty with which we will represent the District nor will it otherwise materially limit our representation of the District or impair our independent professional judgment in any way. For example, we do not believe we will be tempted to favor the interests of one client over the other, nor do we think the relationship will create any appearance of impropriety. However, these are all things you should consider before signing this conflict waiver letter.

In the event that circumstances change or we become aware of new information that requires client consent or new notice, each client will be notified of that fact immediately, and

continued representation will be subject to that notice and the informed written consent of each client will be obtained as necessary. Should an actual conflict of interest develop in the future or if the relationship should materially limit our representation of either client, we may be required to terminate our representation, which could impact your attorney's fees and costs should you need to hire new counsel at that time.

If you wish us to represent you in this matter, we need you to sign this consent letter. This consent will not waive any protection that you may have with regard to attorney-client communications with us in your matter. Those communications will remain confidential and will not be disclosed to any third party without your consent.

Please consider this matter carefully, and do not hesitate to contact us if you have any questions or concerns. You may wish to confer with independent legal counsel regarding this disclosure and your consent, and you should feel free to do so.

Your execution of this letter will constitute an acknowledgment of full disclosure in compliance with the requirements of Rule 1.7 of the California Rules of Professional Conduct previously quoted in this letter, and your consent to our involvement in the RCA Matters, the CV Link Project and in future Water Rights Matters on behalf of other clients.

Sincerely,



Ryan M. F. Baron  
of BEST BEST & KRIEGER LLP

RMB

RIVERSIDE COUNTY FLOOD AND  
WATER CONSERVATION DISTRICT

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

Dated: OCT 21 2025

ATTEST:  
KIMBERLY A. RECTOR, Clerk

By [Signature]  
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY [Signature] DATE 9/23/25  
KRISTINE BELL-VALDEZ

## LEGAL SERVICES AGREEMENT

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter "DISTRICT", and BEST BEST & KRIEGER, LLP, hereinafter "ATTORNEY". 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. ATTORNEY shall provide legal counsel and services. ATTORNEY legal representation shall include representation of DISTRICT in all aspects of the National Pollutant Discharge Elimination System (NPDES) and Municipal Separate Storm Sewer (MS4) Program and California Environmental Quality Act (CEQA) and Regulatory Permitting, Hereinafter "PROJECT". The legal services are necessary due to complex and unique legal issues arising out of the PROJECT which require a heightened level of expertise, including but not limited to:

(a) Review of the law and provide legal advice regarding the regulatory and permitting framework for the construction, maintenance, and operation of flood control infrastructure; and for the management of NPDES stormwater programs;

(b) Review of the law and provide legal advice in connection with the development of the regulatory framework for stormwater in the State of California including implementation of Federal Clean Water Act, California Porter-Cologne Water Quality Control Act, California Administrative Procedures Act, Regional Water Quality Control Plans, TMDL Guidance and Policy, stormwater permitting (including, municipal, industrial, and construction permits), and the application of numeric effluent limitations to permits. Advice may also be sought regarding the legal, regulatory and administrative processes of the State Water Resources Control Board and Regional Water Quality Control Boards; and

(c) Review of the law and provide legal advice in connection with the implementation of CEQA, California Fish and Game Code Section 1600 et al., Sections 404 and 401 of the Clean Water Act, California Porter Cologne, Western Riverside Multiple Species Habitat Conservation Plan (MSHCP), and the Coachella Valley MSHCP, and Tribal laws such as Section 106 of the National Historic Preservation Act and AB 52. Assist the District in developing policy and permitting position statements.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Partner, Ryan Baron. 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 Richard Boon, 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. ATTORNEY 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 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 total amount of compensation paid to ATTORNEY under the terms of this Agreement shall not exceed One Million Dollars (\$1,000,000). 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. ATTORNEY shall notify the DISTRICT immediately in writing when ATTORNEY has expended seventy-five percent (75%) of the total compensation.

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

<u>Partner/Associate</u>	<u>Hourly Rates</u>
Partner	\$485.00
Of Counsel	\$460.00
All Associates	\$350.00
Paralegals	\$225.00
Law Clerks and Analysts	\$200.00

Beginning July 1, 2026, and every July 1 thereafter with advanced written notice, the rates above shall be increased for the change in the cost of living for the most recently published twelve (12) month period, as shown by the U.S. Department of Labor in its All Urban Consumers Index set forth Riverside-San Bernardino-Ontario, CA area (bi-monthly) provided, however, that such adjustment shall never be lower than zero percent (0%).

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; (iv) long distance

phone calls; and (v) travel outside of the County of Riverside; provided however, that no single expenditure shall exceed \$500 without the prior consent of the DISTRICT.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY have obtained prior approval of DISTRICT, and shall include, but not be limited to: (i) retaining consultants; (ii) travel outside the County of Riverside; (iii) investigative services; (iv) 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; (iv) mileage or travel expenses from the regular office of ATTORNEY to 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:

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: Richard Boon, Division Chief  
1995 Market Street  
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 within thirty (30) days of 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. Richard Boon, Division Chief, with concurrence from County Counsel on material issues, shall have authority to act 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 County 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 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. ATTORNEY 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. ATTORNEY understand that the Office of County Counsel is the empowered legal representative of DISTRICT and its officers and employees and ATTORNEY 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. 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. 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 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 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 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.

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 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 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 DISTRICT 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 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.

- 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 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, ATTORNEY'S carriers shall provide a letter from ATTORNEY'S CFO explaining ATTORNEY'S financial stability and resources, 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 County Risk Manager, provide declaration pages 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 declaration pages, 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, declaration pages of 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 and 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 County 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 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. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless 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, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any negligent services 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 negligent 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.

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 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:

Best Best & Krieger  
Attn: Ryan M. F. Baron  
18101 Von Karman Ave., Suite 1000  
Irvine, CA 92612

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: Richard Boon, Division Chief  
1995 Market Street  
Riverside, CA 92501


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.

RECOMMENDED FOR APPROVAL:

RIVERSIDE COUNTY FLOOD AND WATER CONSERVATION DISTRICT

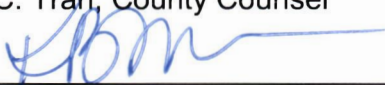
By:   
JASON E. UHLEY  
General Manager-Chief Engineer

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


Dated: Sept 25, 2025

Dated: OCT 21 2025

ATTEST:  
KIMBERLY A. RECTOR, Clerk  
By   
DEPUTY

APPROVED AS TO FORM  
Minh C. Tran, County Counsel  
By:   
Kristine Bell-Valdez  
Deputy County Counsel

Dated: September 19, 2025

ATTORNEY:  
Best Best & Krieger, LLP  
By:   
Ryan M. F. Baron, Partner