

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



**ITEM: 3.7  
(ID # 22468)**

**MEETING DATE:**  
Tuesday, July 11, 2023

**FROM :** EXECUTIVE OFFICE:

**SUBJECT:** EXECUTIVE OFFICE: Approval of the Special Counsel Agreements including a Legal Services Agreement with Leibold, McClenden & Mann and Approval of the Budget Adjustment for Special Counsel and Other Related Professional Services for the Coachella Valley Energy Service Project in the amount of \$200,000. District 4 [\$200,000 Total Cost; 100% General Fund Contingency] (4/5th Vote Required)

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

1. Approve the Agreement for Legal Services with Leibold, McClenden & Mann for Special Counsel related to the Coachella Valley Energy Service Project; and authorize the Chairman of the Board to sign the MOU on behalf of the County;
2. Approve and direct the Auditor-Controller to make the budget adjustments shown in Schedule A; and
3. Approve and direct the Purchasing Agent to sign professional service contracts, as approved by County Counsel, in the aggregate amount of \$100,000 to support the county and special legal counsel per Ordinance 459 for the Coachella Valley Energy Service Project.

**ACTION: 4/5 Vote Required**

Juan C. Perez, Chief Operating Officer

7/6/2023

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Perez and Gutierrez  
Nays: None  
Absent: Washington  
Date: July 11, 2023  
xc: E.O.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 200,000	\$ 0	\$ 200,000	N/A
<b>NET COUNTY COST</b>	\$ 200,000	\$ 0	\$ 200,000	N/A
<b>SOURCE OF FUNDS: General Fund Contingency</b>			<b>Budget Adjustment:</b>	<b>Yes</b>
			<b>For Fiscal Year:</b>	23/24- 24/25

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Executive Office has been engaged with Supervisor Perez and District 4 staff regarding the future of electrical energy service in the Coachella Valley. The expiration is nearing for the 1934 Agreement of Compromise between the now Coachella Valley Water District and Imperial Irrigation District (IID), whereby IID provides electrical services under a lease of power rights outside its boundaries to provide electrical services in the Coachella Valley. The agreement terminates January 1, 2033.

On May 17, 2022 (Item 3.6), the Board of Supervisors approved a Study Grant Agreement between the State Water Resources Control Board, the County of Riverside, Riverside Local Agency Formation Commission (Riverside LAFCO), and Imperial County Local Agency Formation Commission (Imperial LAFCO). The funding was to provide a report on alternative governance for electricity services in the Coachella Valley due to the coming expiration of the 1934 agreement. The draft report was issued and the deadline to provide comments is August 30, 2023.

Prior to the drafting of the report, IID created the Coachella Valley Energy Commission (CVEC). The purpose of the CVEC is to provide “immediate, and diverse local representation” by stakeholders in the Coachella Valley. Up until recently there were 13 members comprised of one representative from the unincorporated county. On June 20, 2023, at a request by Supervisor Perez, the IID Board of Directors added an additional representative from the County of Riverside. The additional seat is now filled by Supervisor Perez, or his designee, which is currently Juan C. Perez, Chief Operating Officer.

As noted in Supervisor Perez’s request to IID, there are pressing issues related to protecting public health and safety, economic development and housing occurring. Bringing on additional technical expertise to augment county staff resources will assist the County toward developing a long-term strategy for electrical services in the Coachella Valley.

Leibold, McClenden & Mann can provide the skills, experience, and capacity to support the county efforts. The Executive Office also anticipates needing additional technical support, likely engineering support, in this arena and therefore requests that the board approve the Purchasing Agent to enter into additional contracts, in the not to exceed amount of \$100,000, as needed for additional specialty technical support.

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The agreement with Leibold, McClenden & Mann has been approved as to form by County Counsel. Any future agreements for professional services per Ordinance 459 will be reviewed as to form by County Counsel.

**Impact on Residents and Businesses**

Reliable, safe, and resilient electrical services is vital to public health and safety, economic development and housing needs in the Coachella Valley.

**Additional Fiscal Information**

A budget adjustment is included in action today in the amount of \$200,000 to cover the cost for special legal and other services to support the county in developing a long-term strategy for electrical services in the Coachella Valley. Due to the unknown pace of some of the work, the budget adjustment is for the full amount this fiscal year. The department will budget any remaining and necessary funds for the following fiscal year. As noted in Motion #3, any additional contracts will be in the not to exceed amount of \$100,000.

**Contract History and Price Reasonableness**

The county has previously contracted with Leibold, McClenden & Mann. They are keeping with their previous rate of \$325 for senior partners, \$275 for all associates, and \$160 for paralegals. County Counsel and the Executive Office interviewed two attorney firms in this specialty area of work and found that Leibold, McClenden & Mann have the expertise, experience, and capacity to provide services to the county at a reasonable rate. Steps were taken to find the best services at a reasonable cost through an informal bid process.

**ATTACHMENT:      Legal Services Agreement**

**SCHEDULE A:      BUDGET ADJUSTMENT FY 23/24**

**Schedule A**

**1) Increase Appropriations:**

<b>10000-1102900000-525020 Legal Services</b>	<b>\$100,000</b>
<b>10000-1102900000-525440 Professional Services</b>	<b>\$100,000</b>

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2) Anticipated Use of Unassigned Fund Balance:

10000-1102900000-370100 Unassigned Fund Balance \$200,000

3) Decrease Appropriations:

10000-1109000000-581000 Appropriation for Contingency \$200,000

4) Anticipated Increase of Unassigned Fund Balance:

10000-1109000000-370100 Unassigned Fund Balance \$200,000

*Heydee Koury*  
Heydee Koury, Sr Accountant - Auditor 6/29/2023

*Meghan Hahn*  
Meghan Hahn, Deputy Director of Procurement 6/30/2023

*Bruce G. Fordon*  
Bruce G. Fordon 7/3/2023

**LEGAL SERVICES AGREEMENT**  
**COUNTY OF RIVERSIDE**

This Legal Services Agreement ("Agreement") is entered into as of the date written below, and is made by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter "COUNTY", and Leibold, McClendon & Mann, P.C., a California Professional corporation, hereinafter "ATTORNEY". The Parties hereto agree as follows:

1. TERM OF AGREEMENT. This Agreement shall commence on July 11, 2023, and continue until June 30, 2025, or completion of the last work assignment, whichever occurs first, unless sooner terminated. The Parties may extend the Term of this Agreement by written amendment.

2. LEGAL SERVICES. ATTORNEY shall provide legal counsel and services for public utility matters on an as-needed basis for COUNTY. ATTORNEY legal representation shall include representation of COUNTY in matters involving public utilities. The legal services are necessary due to complex and unique legal issues which require a heightened level of expertise. The legal services may include, but not limited to:

- a) Review and interpretation of the law and provide guidance in regard to requisite procedures, rules and regulations for the aforementioned areas of law and matters;
- b) Analyze legal issues and prepare legal opinions as requested;
- c) Negotiate, review and revise any contracts and legal documents;
- d) Manage and direct expert consultants as necessary; and
- e) Attend meetings or hearings when requested.

3. ASSIGNMENT OF PERSONNEL. The Supervising Attorney for this Agreement will be Barbara Leibold. 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 County Counsel.

Upon execution of this Agreement, the Supervising Attorney shall provide to COUNTY 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, COUNTY. COUNTY retains the right to approve or disapprove any and all attorney assignments.

4. PROFESSIONAL CONFLICT OF INTEREST. ATTORNEY represent and warrant that no COUNTY or County of Riverside employee whose position in COUNTY 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 COUNTY or County 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 COUNTY or County; 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 COUNTY or County employee left COUNTY or County 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 COUNTY during the time that ATTORNEY are representing the COUNTY, COUNTY and ATTORNEY agree that should the situation arise where a new or existing client engages ATTORNEY in any matter adverse to COUNTY, or in which COUNTY'S interest may be adversely affected, ATTORNEY will advise and request a waiver from COUNTY in writing. Upon receipt of such notice and request, COUNTY may determine that the conflict can be waived or may determine that it is in the COUNTY'S best interest to terminate the services of ATTORNEY. Should COUNTY determine that it is best to terminate the services of ATTORNEY, COUNTY 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 COUNTY.

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

After receiving a Termination Notice, and unless otherwise directed by COUNTY, 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 COUNTY. ATTORNEY shall give COUNTY 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 an annual amount of One Hundred Thousand Even Dollars (\$100,000). 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 COUNTY beyond the approved compensation. ATTORNEY shall notify the COUNTY immediately in writing when ATTORNEY have expended seventy-five percent (75%) of the total compensation.

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

<u>Partner/Association</u>	<u>Hourly Rates</u>
Senior Partner	\$325
All Associates	\$275
Paralegals	\$160

7. EXPENSES. COUNTY 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 Riverside County; provided however, that no single expenditure shall exceed \$500 without the prior consent of the COUNTY.

Reimbursable extraordinary expenses shall include charges for which ATTORNEY have obtained prior approval of COUNTY, 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 COUNTY'S audits or billing inquiries; (iii) charges for work performed which had not been authorized by COUNTY; (iv) mileage or travel expenses from the regular office of ATTORNEY to COUNTY.

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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:

County of Riverside  
Attn: Tina Grande  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, CA 92501  
tinagrande@rivco.org

With a copy to:

Bruce G. Fordon  
Deputy County Counsel  
Office of County Counsel  
3960 Orange Street, Suite 500  
Riverside, California 92501  
bgfordon@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 COUNTY 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 COUNTY and ATTORNEY.

COUNTY 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 COUNTY within thirty (30) days of receipt of billing statements from ATTORNEY. COUNTY 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 COUNTY upon immediate notice to ATTORNEY. ATTORNEY shall be reimbursed for services performed and covered under the terms of this Agreement.



10. SUPERVISION OF AGREEMENT. Tina Grande, Principal Policy Analyst, or designee, with concurrence from County Counsel on material issues, shall have authority to direct policy actions for COUNTY 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 COUNTY. ATTORNEY recognize that their relationship with COUNTY 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 COUNTY is confidential and privileged. ATTORNEY warrant that they shall not disclose or use in any manner whatsoever any of the information from COUNTY 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 COUNTY and its officers and employees and ATTORNEY shall not without specific direction from the Office of County Counsel communicate with, advise or represent the COUNTY'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 COUNTY 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 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, 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 COUNTY.

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 COUNTY 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 COUNTY 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 COUNTY, at the election of the County's Risk Manager, ATTORNEY'S carriers shall either 1) reduce or eliminate such self-

insured retentions with respect to this Agreement with COUNTY 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 COUNTY 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 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 COUNTY 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 COUNTY 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 COUNTY 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 and ATTORNEY'S insurance shall be construed as primary insurance and COUNTY'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; COUNTY 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 COUNTY.
- 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 COUNTY 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.

15. INDEMNIFICATION. ATTORNEY shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, elected and appointed officials, employees, agents, attorneys and representatives (individually and collectively hereinafter referred to as "Indemnitees") from any liability whatsoever, based or asserted upon any 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 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 COUNTY; 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 COUNTY the appropriate form of dismissal relieving COUNTY 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.

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 COUNTY or ATTORNEY at the following addresses below, or at any other address COUNTY or ATTORNEY shall provide in writing to each other:

To ATTORNEY:

Leibold McClendon & Mann, P.C.  
Attn: Barbara Leibold  
9841 Irvine Center Drive, Suite 230  
Irvine, California 92618

To COUNTY:

County of Riverside  
Attn: Tina Grande  
4080 Lemon Street, 4<sup>th</sup> Floor  
Riverside, California 92504

With a Copy to:

Office of County Counsel  
Attn: Bruce G. Fordon  
Deputy County Counsel  
3960 Orange Street, Suite 500  
Riverside, California 92501

17. ASSIGNMENT. No part of this Agreement or any right or obligation arising from it is assignable without the written consent of COUNTY. Any attempt by ATTORNEY to assign or subcontract services relating to this Agreement without the consent of COUNTY 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 COUNTY.

18. 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.

19. SUBJECT TO HUD RULES, REGULATIONS AND PROCEDURES. COUNTY is a recipient of funding from the United States Department of Housing and Urban Development ("HUD"). This Agreement is subject to any applicable rules, regulations and procedures, including but not limited to 24 CFR Part 85, HUD Notice PIH2003-24 (HA) and the requirements in the HUD Handbook.

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

21. COUNTERPARTS/DIGITAL SIGNATURES. 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. In the event that any signature is delivered by facsimile or electronic transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as though such facsimile or electronic signature page were on original thereof.

[Signatures on Following Page]

**AGREED TO AND ACCEPTED BY:**

Dated: \_\_\_\_\_

**Leibold McClendon & Mann**

By: *Barbara Leibold*  
Barbara Leibold  
Shareholder/CFO

Dated: 7/11/23

**COUNTY OF RIVERSIDE**

By: *Kevin Jefferies*  
Kevin Jefferies, Chairman  
Board of Supervisors

**APPROVED AS TO FORM:**

Dated: 07/03/2023

**MINH C. TRAN  
County Counsel**

By: *B. Fordon*  
Bruce G. Fordon  
Deputy County Counsel

**ATTEST:**

Dated: 7/11/23

By: *Kimberly A. Rector*  
Clerk of the County of Riverside  
Board of Supervisors  
**KIMBERLY A. RECTOR**

## Lopez, Daniel

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**From:** Brad Anderson <ba4612442@gmail.com>  
**Sent:** Sunday, July 9, 2023 9:14 PM  
**To:** COB  
**Subject:** Unable to register for upcoming Board of Supervisors meeting

CAUTION: This email originated externally from the Riverside County email system. **DO NOT** click links or open attachments unless you recognize the sender and know the content is safe.

July 9, 2023

Dear Clerk of the Board,

Please be aware that I'm unable to pre-register for the July 11, 2023 Riverside County Board of Supervisors meeting on the countys website.

I followed the link that's provided - and the message appears that "access is denied"

I've been excluded at several County Public meetings because of this. Please contact me in regards to other methods of attending the next Board of Supervisors meeting (July 11) remotely.

Please see the attached agenda Items I would like to provide Public testimony on by telephone:

Agenda Items: 16,3.44,3.6,3.7,3.8

Thank you,

Brad Anderson | Rancho Mirage, CA. | [ba4612442@gmail.com](mailto:ba4612442@gmail.com)



**From:** Aquia Mail <acquia-mail@rivco.org>  
**Sent:** Monday, July 10, 2023 9:24 AM  
**To:** ba4612442@gmail.com  
**Cc:** COB <COB@RIVCO.ORG>  
**Subject:** Board comments web submission

Thank you for submitting your request to speak. The Clerk of the Board office has received your request and will be prepared to allow you to speak when your item is called. To attend the meeting, please call (669) 900-6833 and use **Meeting ID # 864 4411 6015 . Password is 20230711**. You will be muted until your item is pulled and your name is called. Please dial in at 9:00 am with the phone number you provided in the form so you can be identified during the meeting.

Submitted on July 10, 2023

**First Name**

B

**Last Name**

Anderson

**Address (Street, City and Zip)**

N/A

**Phone**

7603249637

**Email**

ba4612442@gmail.com

**Agenda Date**

07/11/2023

**Agenda Item # or Public Comment**

3.7

**State your position below**

Oppose

**Comments**

The whole of Riverside County Residents shouldn't be the one's to pay for District 4 (Supervisor Perez) mission to install organizations to subvert the Public's ability to control the future growth of the East Valley in the Coachella Valley.

The Coachella Valley Energy Commission (CVEC) has been damaged due to the Supervisors ability to appoint himself and having the CVWD also be appointed to the commission.

Those unelected body's of government officials should burden ALL COST's with their attempts to control the Eastern Coachella Valley, California.