

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



**ITEM: 15.1**  
**(ID # 30340)**

**MEETING DATE:**  
Tuesday, May 12, 2026

**FROM :** DEPARTMENT OF WASTE RESOURCES

**SUBJECT:** DEPARTMENT OF WASTE RESOURCES: Approve the Professional Services Agreement for Hearing Officer Services with Elio Palacios, Jr. through June 30, 2029; All Districts. [Total Cost \$40,000 - Up to \$1,000 in additional compensation per year, Department of Waste Resources Enterprise Funds 100%]

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

1. Approve the Professional Service Agreement with Elio Palacios, Jr. for Hearing Officer Services for an amount not to exceed \$10,000 annually through June 30, 2029, and authorize the Chair of the Board to sign the Agreement on behalf of the County;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to (a) sign amendments to the Agreement including modifications of the statement of work that stay within the intent of the Agreement, and (b) sign amendments to the compensation provisions that do not exceed the a total of \$1,000 annually; and
3. Authorize the Purchasing Agent, based on the availability of fiscal funding to issue purchase orders to Elio Palacios, Jr. for Hearing Officer Services performed within the approved compensation amount consistent with the Agreement.

**ACTION: Policy**

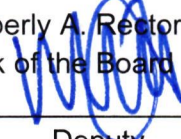
  
Andrew Cortez 4/28/2026

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, 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: May 12, 2026  
xc: Waste

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>	\$ 10,000	\$ 10,000	\$ 40,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Department of Waste Resources Enterprise Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 25/26 – 28/29	

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

**BACKGROUND:**

**Summary**

As stated in Riverside County Ordinance No. 779, the Department of Waste Resources (Department) can issue a Notice of Infraction (NOI) for people violating landfill rules, as well as deny entrance to an individual based on a safety risk and/or disruption to the normal workflow.

Any person issued an NOI and/or denied entry to a department facility has the right to appeal and request an administrative hearing before a Hearing Officer. The Department is retaining Hearing Officer Services from Elio Palacios, Jr. Mr. Palacios meets experience requirements as per Riverside County Ordinance No. 643. Services will be requested on an as-needed basis by the Department.

**Impact on Residents and Businesses**

Retaining the services of a Hearing Officer allows individuals subject to violations or prohibitions pursuant to Riverside County Ordinance No. 779 the ability to have their grievance heard at an administrative hearing.

**Contract History and Price Reasonableness**

On April 8, 2024, Purchasing and Fleet Services (Purchasing) on behalf of the Transportation and Land Management Agency (TLMA), issued Request for Proposal (RFP) TLARC-23-0025 for Hearing Officer Services. The RFP was publicly advertised, with notifications sent to over fifteen (15) potential bidders, and was posted on both the County Purchasing website and PublicPurchase.com. A total of three (3) proposals were received in response to the solicitation.

The proposals were reviewed and evaluated by an evaluation team consisting of TLMA personnel. All three (3) proposals were reviewed and scored by an evaluation team based on the proposer’s overall responsiveness to those requirements of the scope of service, overall cost to the county, experience and ability, references, and financial status. A comprehensive analysis was performed by Purchasing and TLMA.

After thorough reviews, the evaluation committee determined to award Elio Palacios, Jr. as the lowest, most responsive and responsible bidder meeting the requirements of the RFP. Cost proposals for hourly service rates ranged from \$150.00 to \$375.00.

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TLMA entered into a Professional Service Agreement (Agreement) for a term beginning on July 26, 2024 through June 30, 2029. In December 2025, the Department of Waste Resources met with Purchasing to discuss their need for Hearing Officer Services and potentially leveraging from the TLMA's RFP and Agreement so that they may enter into their own agreement. The TLMA agreement contained a clause allowing other agencies and departments to leverage the same rates and services, meeting competitive bidding and awarding requirements.

**ATTACHMENTS**

**ATTACHMENT A    PROFESSIONAL SERVICES AGREEMENT FOR HEARING OFFICER SERVICES - AATF**

  
Melissa Curtis, Deputy Director of Purchasing and Fleet    4/29/2026

  
Crystal Carrillo, Senior Management Analyst    5/6/2026

  
Aaron Gettis, Chief Deputy County Counsel    5/5/2026

**PROFESSIONAL SERVICE AGREEMENT**

for

**HEARING OFFICER SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**ELIO PALACIOS, JR.**



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This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between ELIO PALACIOS, JR., a California licensed attorney and sole proprietor, (herein referred to as "CONTRACTOR") and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services and at the prices stated in Exhibit B, Payment Provisions

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms that it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2029, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the COUNTY to a multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed ten thousand dollars (\$10,000) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. To order services or products, COUNTY shall issue a Purchase Order to CONTRACTOR specifying the amount of services or products. CONTRACTOR shall not perform services or provide products unless it has received

a Purchase Order signed by an authorized representative of COUNTY. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index for Riverside-San Bernardino-Ontario, CA and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

RIVERSIDE COUNTY DEPARTMENT OF WASTE RESOURCES

ATTN: ACCOUNTS RECEIVABLE

14310 FREDERICK STREET

MORENO VALLEY, CA 92553

[WasteAccountsPayable@rivco.org](mailto:WasteAccountsPayable@rivco.org)

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (WMARC-96149-001-01/27); hours and rates as per Exhibit B, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. In the State of California, government agencies are not allowed to pay excess interest and late charges, per

Government Code Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within thirty (30) days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1** COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice, terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the

CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any

benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five (5) years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term

“privileged or confidential information” includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR’s obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two (2) days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

RIVERSIDE COUNTY WASTE RESOURCES  
14310 FREDERICK ST  
MORENO VALLEY, CA 92553  
PCS/BUYER  
[WastePurchasing@rivco.org](mailto:WastePurchasing@rivco.org)  
951-486-3200

**CONTRACTOR**

PALACIOS LAW OFFICE  
P.O. BOX 7282  
RIVERSIDE, CA 92513  
ATTN: ELIO PALACIOS, JR.  
[elio@PalaciosLawOffice.com](mailto:elio@PalaciosLawOffice.com)

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within ten (10) days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless 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, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, 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. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own 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 CONTRACTOR's indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

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

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's 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, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 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 is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 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 the COUNTY as Additional Insureds.

**D. Professional Liability:**

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR'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 CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has 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 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 that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original 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 shall be given to the County of Riverside 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 the County of Riverside 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. CONTRACTOR shall not commence operations until the COUNTY has been furnished 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 shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured retention's 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; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees 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.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the

event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**23.12** This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**23.13** 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 to 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

ELIO PALACIOS, JR., a California licensed attorney and sole proprietor

By: Karen S. Spiegel  
Karen Spiegel, Chair  
Board of Supervisors

By: Elio Palacios  
Elio Palacios (Mar 25, 2026 16:29:25 PDT)  
Elio Palacios, Jr.

Dated: MAY 12 2026

Dated: 03/26/26

ATTEST:

Kimberly Rector  
Clerk of the Board

By: [Signature]  
Deputy

Dated: MAY 12 2026

APPROVED AS TO FORM:  
Minh C. Tran  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez (Apr 1, 2026 14:13:02 PDT)  
Lisa Sanchez  
Deputy County Counsel

Dated: 04/01/26

**EXHIBIT A**  
**SCOPE OF SERVICES**

**1. Duties**

Pursuant to Riverside County Ordinance Nos. 643 and 779, CONTRACTOR shall: conduct quasi-judicial, public, adversarial, evidentiary hearings throughout Riverside County involving highly complex legal issues; issue subpoenas; examine or cross-examine witnesses as necessary to fully develop the facts; rule on the admissibility of evidence; rule on procedural matters; prepare a record of proceedings; administer the oath to witnesses and maintain decorum. CONTRACTOR shall at all times comply with the requirements of Ordinance Nos. 643 and 779. Services include:

- 1.1. CONTRACTOR shall independently weigh the testimonial and documentary evidence presented, assess the credibility of witnesses, and determine the facts.
- 1.2. CONTRACTOR shall apply the law to the facts found and independently reach a decision and prepare and issue a formal written opinion containing the rationale for the decision and the judgment.
- 1.3. CONTRACTOR shall, in all matters, determine if costs incurred by the COUNTY are reasonable based on the circumstances of the matter.
- 1.4. CONTRACTOR shall develop accurate records of the proceedings by ensuring that the proceedings are recorded and that the exhibits offered or introduced into evidence are adequately marked for identification and are physically placed in the record.
- 1.5. CONTRACTOR shall decide whether to order limitations on the scope of the hearing.
- 1.6. CONTRACTOR shall decide whether requested subpoenas are relevant and order/decline the issuance of subpoenas.
- 1.7. CONTRACTOR shall decide whether there is good cause shown and grant/deny requests for continuances.
- 1.8. CONTRACTOR shall complete special data (Ad-Hoc) reports as requested and scheduled by RCDWR and agreed upon by the CONTRACTOR.
- 1.9. CONTRACTOR shall provide the following clerical support: mailing and posting of all notices and decisions; physically placing exhibits into the record; and labeling and maintaining sound recordings of the hearings.
- 1.10. Clerical support will be provided by the RCDWR for the following tasks: scheduling of hearing room locations and scheduling of hearings..

**2. Minimum Contractor Qualifications**

- 2.1 The CONTRACTOR's assigned hearing officer shall be an attorney at law having been admitted to practice before the courts of the State of California for at least five (5) years prior to appointment and not have any disciplinary actions on record. CONTRACTOR shall be a California licensed attorney in good standing for the duration of the Agreement. CONTRACTOR shall provide detailed resumes and relevant supplemental information with CONTRACTOR's extensive experience in government and RCDWR management to COUNTY.
- 2.2 CONTRACTOR shall identify all team members performing hearing officer services as requested by COUNTY to ensure transparency and compliance with any specified provisions. CONTRACTOR team members have government experience in RCDWR management for the position's requirements. CONTRACTOR shall perform under this Agreement to act as a Hearing Officer for administrative hearings held pursuant to COUNTY Ordinance No. 779. Once CONTRACTOR's team members' credentials are reviewed and approved by the COUNTY, CONTRACTOR shall address relevant criteria and comply with any requirements. CONTRACTOR shall provide high-quality services and be responsible for overseeing all cases assigned under this Agreement, and for preparing and certifying all reports required by this Agreement.
- 2.3 In the performance of its duties, CONTRACTOR shall have the ability to present statements of fact and law; communicate clearly and logically in written and oral form; define issues, perform legal research, analyze problems, evaluate alternatives, and make appropriate findings and recommendations; prepare clear and concise decisions and summaries of factual and legal issues; and treat all parties in a fair and appropriate manner.

**3. Conflicts of Interest**

- 3.1 CONTRACTOR shall not undertake any work that is in conflict with CONTRACTOR's role as an administrative hearing officer. This prohibition includes, but is not limited to, representing any party in any administrative or judicial proceeding relating to or arising out of any matter which is, has been, or may be the subject of an administrative hearing pursuant to County Ordinance Nos. 643 and 779. Additionally, before accepting an assignment to act as a hearing officer in any case, CONTRACTOR shall perform an internal conflict check to ensure that no conflict of interest with any of the parties of the action exists, and shall promptly disclose any such conflicts to COUNTY. CONTRACTOR further shall not make or participate in a decision made by the COUNTY if it is reasonably foreseeable that the decision may have a material effect on CONTRACTOR's economic interest. Should CONTRACTOR acquire a conflicting interest following the execution of this Agreement, CONTRACTOR shall immediately apprise the COUNTY of the same, upon which, the assignment and/or this Agreement may be terminated by the COUNTY with cause.

**4. General Information**

- 4.1 CONTRACTOR shall schedule and coordinate work throughout the job with the RCDWR Representative, Ryan Ross, at (951) 486-3280, or designee.

- 4.2 If the COUNTY decides to cancel a scheduled hearing by providing 24-hour notice, the COUNTY shall not be charged for that hearing.
- 4.3 Billing claims must be submitted on a monthly basis. The CONTRACTOR shall complete the appropriate documents through the COUNTY to receive payment.

**EXHIBIT B**  
**PAYMENT PROVISIONS**

1. In consideration of the services to be performed by the CONTRACTOR, the COUNTY agrees to pay CONTRACTOR an hourly rate, subject to the conditions set forth herein. The per hour pricing includes all CONTRACTOR expenses and overhead. CONTRACTOR will not be reimbursed for travel time.

The COUNTY shall assign hearing session caseloads. The CONTRACTOR shall be expected to complete the caseload for each session in no more than eight hours of actual hearing time. If a session is completed between four and eight hours, the CONTRACTOR shall bill for eight hours. If a session takes more than eight hours of actual hearing time, the CONTRACTOR shall bill at the rate per hour for all hearing time and include a breakdown of how the session time was spent.

Billing claims must be submitted on a monthly basis. CONTRACTOR must submit the invoice and appropriate supporting documents to the COUNTY to receive payment. T

2. CONTRACTOR’s Hourly Rate shall include all CONTRACTOR expenses or overhead and mileage to and from hearing site at the current IRS mileage rate for travel time and parking costs. No additional payment above the Hourly Rate shall be made to compensate for travel and parking. Overtime shall constitute every hour worked after an eight hour session.. Approval for overtime shall be made at the COUNTY’s discretion.

Service	Rate per Hour
Hearing Officer services for each scheduled session of eight (8) hours or less.  Note: A minimum of four (4) hours guaranteed paid per session.	<b>\$150.00</b> per hour including all Contractor expenses or overhead and mileage to and from hearing site at the current IRS mileage rate for travel time and parking costs.

# This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter


Final Audit Report

2026-04-01


Created:	2026-03-26
By:	Derek Price-Nolen (DePNolen@RIVCO.ORG)
Status:	Signed
Transaction ID:	CBJCHBCAABAAozAIDDTQOIwFKrtJf_x_EYpCY8qH--rq


## "This Agreement is made and entered into by and between the COUNTY OF RIVERSIDE, hereinafter" History


 Document created by Derek Price-Nolen (DePNolen@RIVCO.ORG)  
2026-03-26 - 11:15:56 PM GMT

 Document emailed to elio@palacioslawoffice.com for signature  
2026-03-26 - 11:16:01 PM GMT

 Email viewed by elio@palacioslawoffice.com  
2026-03-26 - 11:28:39 PM GMT

 Signer elio@palacioslawoffice.com entered name at signing as Elio Palacios  
2026-03-26 - 11:29:23 PM GMT

 Document e-signed by Elio Palacios (elio@palacioslawoffice.com)  
Signature Date: 2026-03-26 - 11:29:25 PM GMT - Time Source: server

 Document emailed to Lisa Sanchez (lisanchez@rivco.org) for signature  
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 Email viewed by Lisa Sanchez (lisanchez@rivco.org)  
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2026-04-01 - 9:05:30 PM GMT

 Document e-signed by Lisa Sanchez (lisanchez@rivco.org)  
Signature Date: 2026-04-01 - 9:13:02 PM GMT - Time Source: server

✔ Agreement completed.

2026-04-01 - 9:13:02 PM GMT



**Adobe Acrobat Sign**