

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

306B



FROM: General Manager-Chief Engineer

SUBMITTAL DATE: June 29, 2010

SUBJECT: Agreement for Washington Representation Services

RECOMMENDED MOTION:

1. Approve the Washington Representation Services Agreement (Agreement) between the District and The Carmen Group, Inc. (Representative); and
2. Authorize the Chairman to execute the Agreement on behalf of the District.

BACKGROUND:

The Agreement sets forth the terms and conditions by which Representative will continue to assist the District in obtaining Federal funds for flood control and other related water resources development projects, in processing permits and other approvals through various Federal departments and agencies, and with legislative and rule changes beneficial to the District's mission.

FINANCIAL:

Sufficient funds are included in District's Budget for FY 2010-2011.

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Warren D. Williams

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	F.Y. 2010-2011 District Cost:	N/A	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$175,000.00	For Fiscal Year:	FY 10-11

SOURCE OF FUNDS: 15100 947200 525040 Administration-Legislative Management Services	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY: *Alex Gann*
Alex Gann

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL BY: *Neal R. Kipnis* 6/17/10
 DATE: 6/17/10
 Ivan M. Chand, Finance Director
 Departmental Concurrence

- Dep't Recomm.: Consent Policy
- Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.: District: All Agenda Number: 11.6

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

1 **AGREEMENT FOR WASHINGTON REPRESENTATION SERVICES**

2 The RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION
3 DISTRICT, hereinafter called "DISTRICT", and THE CARMEN GROUP, INC., hereinafter
4 called "REPRESENTATIVE", hereby agree as follows:

5 1. PROJECT - The demand for flood control projects within DISTRICT'S service area
6 generally exceeds its fiscal resources and sometimes requires special expertise that DISTRICT
7 may not possess. The Federal government provides financial assistance programs for flood
8 control projects and the associated technical assistance to local governments through several of
9 its agencies. Such programs are in high demand and, therefore, competition for limited Federal
10 funds is very keen.

11 To improve DISTRICT'S success in securing Federal assistance, it is imperative that its
12 interest be represented before the Federal government and REPRESENTATIVE has capably
13 demonstrated its ability to secure Federal participation in many of DISTRICT'S projects in the
14 past and is willing to offer its services over the contract period.

15 2. PURPOSE - It shall be the purpose of this Agreement for REPRESENTATIVE to
16 provide assistance to and representation on behalf of DISTRICT with the objective of obtaining
17 Federal funds for flood control and other related water resource development projects, assisting
18 DISTRICT in processing permits and other needed approvals through various Federal
19 departments and agencies, and in assisting with legislative and rule changes beneficial to
20 DISTRICT'S mission, for which REPRESENTATIVE shall receive compensation as more
21 specifically provided hereinafter.

22 3. SCOPE OF SERVICES - REPRESENTATIVE, assuming the responsibility for
23 providing diligent and competent assistance to and representation on behalf of DISTRICT,
24 shall perform such services as are set forth in Exhibit A, attached hereto and by this reference
25 made a part of this Agreement.

26 4. TERM - The term of this Agreement shall be for a period commencing on July 1, 2010
27 and terminating on June 30, 2011.
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1 5. COMPENSATION - As compensation for the services to be rendered hereunder,
2 DISTRICT shall pay to REPRESENTATIVE a total sum of \$175,000.00 payable in 12 equal
3 installments of \$14,583.33 to be paid on the 15th of each month, or upon receipt of monthly
4 invoice.

5 In addition to the compensation referred to herein, REPRESENTATIVE shall be
6 reimbursed for actual expenses incurred traveling to California from Washington, D.C., and
7 returning thereto; provided, however, that such travel is approved in advance by DISTRICT'S
8 General Manager-Chief Engineer. DISTRICT shall pay REPRESENTATIVE for such
9 expenses upon receipt of billing and accounting therefor by REPRESENTATIVE.

10 6. INDEPENDENT CONTRACTOR - REPRESENTATIVE and its partners, employees
11 and agents, shall act in an independent capacity during the term of this Agreement and not as
12 officers, employees or agents of DISTRICT.

13 7. ASSIGNABILITY - REPRESENTATIVE shall not assign any of its rights, duties or
14 obligations pursuant to this Agreement to any person or entity without the written consent of
15 DISTRICT being first obtained. This includes the ability to subcontract all or a portion of its
16 rights, duties and obligations hereunder.

17 8. HOLD HARMLESS - REPRESENTATIVE shall indemnify and hold DISTRICT, its
18 officers, agents, employees and independent contractors free and harmless from any and all
19 liability, claims, judgments or demands whatsoever, based or asserted upon any act or omission
20 of REPRESENTATIVE, its partners, agents, employees, subcontractors and independent
21 contractors, for any element of damage of any kind or nature, relating to or in any way
22 connected with or arising from the accomplishment of the services to be rendered hereunder,
23 and REPRESENTATIVE shall defend, at its expense, including attorneys' fees, DISTRICT, its
24 officers, agents, employees and independent contractors, in any claim or legal action based
25 upon such alleged acts or omissions.
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1 9. BINDING ON SUCCESSORS - REPRESENTATIVE, its assigns and successors in
2 interest, shall be bound by all of the provisions contained in this Agreement, and all of the
3 parties thereto shall be jointly and severally liable hereunder.

4 10. WAIVER OF PERFORMANCE - No waiver by DISTRICT at any time of any of the
5 provisions of this Agreement shall be deemed or construed as a waiver at any time thereafter of
6 the same or any other provisions contained herein or of the strict and timely performance of
7 such provisions.

8 11. SEVERABILITY - The invalidity of any provision in this Agreement as determined by
9 a court of competent jurisdiction shall in no way affect the validity of any other provision
10 hereof.

11 12. VENUE - Any action at law or in equity brought by either of the parties hereto for the
12 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of
13 competent jurisdiction in the County of Riverside, State of California and the parties hereby
14 waive all provisions of law providing for a change of venue in such proceedings to any other
15 county.

16 13. ATTORNEYS' FEES - In the event of any litigation or arbitration between
17 REPRESENTATIVE and DISTRICT to enforce any of the provisions of this Agreement or any
18 rights of any party hereto, the unsuccessful party to such litigation or arbitration agrees to pay
19 to the successful party or parties all costs and expenses, including reasonable attorneys' fees,
20 incurred therein by the successful party or parties, all of which shall be included in and as a part
21 of the judgment rendered in such litigation or arbitration.

22 14. ALTERATION - No alteration or variation in the terms of this Agreement shall be valid
23 unless made in writing and signed by the parties hereto, and no oral understanding or
24 agreement not incorporated herein, shall be binding on any of the parties hereto.

25 15. CONFLICT OF INTEREST - It is possible that some of REPRESENTATIVE'S present
26 or future clients will have disputes/adverse interests to DISTRICT during the time that
27 REPRESENTATIVE is representing DISTRICT. DISTRICT and REPRESENTATIVE agree
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1 that should the situation arise where a new or existing client engages REPRESENTATIVE in
2 any matter in a position adverse to DISTRICT or in which DISTRICT'S interest may be
3 adversely affected, that REPRESENTATIVE will so advise DISTRICT and upon receipt of
4 such notice DISTRICT may determine that the conflict may be waived or may determine that it
5 is in DISTRICT'S best interest to terminate the services of REPRESENTATIVE. Should
6 DISTRICT determine that it is best to terminate the services of REPRESENTATIVE;
7 DISTRICT will notify REPRESENTATIVE of such decision. REPRESENTATIVE may then
8 submit any outstanding invoices for payment up to the date of termination as determined by the
9 notice from DISTRICT.

10 16. TERMINATION - This Agreement may be terminated by either REPRESENTATIVE
11 or DISTRICT by providing sixty (60) days prior written notice to the other party of its intention
12 to terminate this Agreement.

13 17. NOTICES AND REPORTS - Any notice or reports required or desired to be served by
14 either party upon the other shall be delivered via fax, telephone, electronic mail or mailed by
15 first class mail, postage prepaid to the respective parties as set forth below:

16 DISTRICT:
17 RIVERSIDE COUNTY FLOOD CONTROL
18 AND WATER CONSERVATION DISTRICT
19 1995 Market Street
20 Riverside, CA 92501
21 Fax: 951.788.9965
22 Phone: 951.955.1250
23 Attn: Warren D. Williams
24 General Manager-Chief Engineer

REPRESENTATIVE:
THE CARMEN GROUP, INC.
1919 Pennsylvania Avenue, NW
Fifth Floor
Washington, DC 20006
Fax: 202.478.1734
Phone: 202.785.0500
Attn: Mia O'Connell

21 18. GOVERNING LAW - This Agreement is to be construed in accordance with the laws
22 of the State of California.

23 19. ENTIRE AGREEMENT - This Agreement is intended by the parties hereto as a final
24 expression of their understanding with respect to the subject matter hereof and as a complete
25 and exclusive statement of the provisions thereof and supersedes any and all prior and
26 contemporaneous agreements and understandings oral or written, in connection therewith. This
27 Agreement may be changed or modified only upon the written consent of the parties hereto.
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1 20. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
2 obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT
3 funds for the reimbursement of REPRESENTATIVE'S fees. In the event that such funds are
4 not forthcoming for any reason, DISTRICT shall immediately notify REPRESENTATIVE in
5 writing. This Agreement shall be deemed terminated and have no further force and effect
6 immediately on receipt of DISTRICT'S notification by REPRESENTATIVE. In the event of
7 termination, REPRESENTATIVE shall be entitled to payment for work already done in
8 accordance with the rate set forth on Paragraph 5.

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IN WITNESS WHEREOF, the parties hereto have executed this

Agreement on _____
(to be filled in by Clerk of the Board)

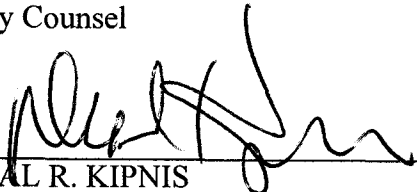
RECOMMENDED FOR APPROVAL: **RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
WARREN D. WILLIAMS
General Manager-Chief Engineer

By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM:
PAMELA J. WALLS
County Counsel

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

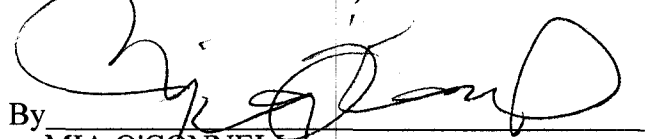
By 
NEAL R. KIPNIS
Deputy County Counsel

By _____
Deputy

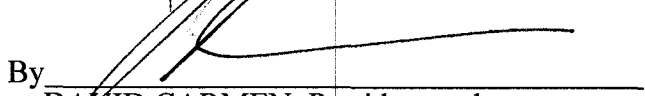
(SEAL)

Washington Representation Agreement
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THE CARMEN GROUP, INC.



By _____
MIA O'CONNELL,
Executive Managing Director
Water & Environmental Resources Practice



By _____
DAVID CARMEN, President and
Chief Executive Officer

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Washington Representation Agreement
6/15/10
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EXHIBIT A**SCOPE OF SERVICES**

1. Maintain close contact with the Corps of Engineers at Headquarters, Division and District levels, and other agencies as may be appropriate.
2. Make appropriate calls on the Office of Management Budget, the Environmental Protection Agency, the Bureau of Reclamation and other executive departments to expedite approvals of policy matters and funding for various flood control and related water resource projects affecting the District.
3. Maintain close contact with the appropriate committees in the Congress of the United States to ensure enactment of beneficial legislation and appropriations.
4. Assist the District in preparing testimony and legislation to be presented to the various committees.
5. Work closely with the District's congressional delegation to gain support for legislation benefiting the District.
6. Assist the District in processing permits and approvals through various Federal regulatory agencies.
7. As directed by the District, contact and establish liaison with individuals or officers as may be necessary to further the District's efforts on such matters as may arise during the term of this Agreement.