

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

443B



**FROM:** General Manager-Chief Engineer

**SUBMITTAL DATE:**  
July 26, 2011

**SUBJECT:** Consulting Services Agreement  
Washington Representation

**RECOMMENDED MOTION:**

1. Approve the sole source, Consulting Services Agreement (Agreement) between the District and Carmen Group, Inc. (Consultant); 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 Consultant 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 2011-2012.

**WARREN D. WILLIAMS**  
General Manager-Chief Engineer

<b>FINANCIAL DATA</b>	Current F. Y. 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 11-12

**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:   
Michael R. Shetter

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
DATE  
BY:   
NEAL R. KIPNIS  
Ivan M. Chand, Finance Director  
Departmental Concurrence

FISCAL PROCEDURES APPROVED  
BY:   
IVAN M. CHAND 7/14/11

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

Prev. Agn. Ref.:

District: All

Agenda Number:

11.7

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

**CONSULTING SERVICES AGREEMENT**  
**WASHINGTON REPRESENTATION**  
Fiscal Year 2011-12

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2 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION  
3 DISTRICT, hereinafter called "DISTRICT", and CARMEN GROUP, INC., hereinafter called  
4 "CONSULTANT", hereby agree as follows:  
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- 6 1. SCOPE OF SERVICES - CONSULTANT shall provide, on an as needed basis,  
7 assistance to and representation on behalf of DISTRICT in securing Federal assistance  
8 for flood control and other related water resource development projects, as described in  
9 Attachment "A", attached hereto and made a part hereof.
- 10 2. RETAINER - DISTRICT hereby retains CONSULTANT to furnish tools, equipment,  
11 facilities, materials, labor and incidentals necessary to perform in a complete, skillful  
12 and professional manner those consulting services described on Attachment "A". The  
13 scope of services associated with the performance of any specific task or services by  
14 CONSULTANT shall be expressly defined and agreed upon prior to CONSULTANT'S  
15 commencement of any work under this Agreement. CONSULTANT'S services under  
16 this Agreement shall be procured in the following manner:  
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- 18 A. DISTRICT may contact CONSULTANT and request a written proposal regarding  
19 the specific task or services to be provided by CONSULTANT or CONSULTANT  
20 may submit a written proposal to DISTRICT regarding the specific task or services  
21 to be provided by CONSULTANT.
- 22 B. DISTRICT and CONSULTANT shall discuss CONSULTANT'S proposal and  
23 mutually agree on CONSULTANT'S proposed scope of services, associated fees  
24 and schedule. Following DISTRICT'S approval of CONSULTANT'S proposed  
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scope of services, associated fees and schedule, DISTRICT will issue a written Notice to Proceed for the agreed upon services to CONSULTANT.

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- C. CONSULTANT shall commence performance of the services upon receipt of the DISTRICT'S written Notice to Proceed.
3. TERM OF AGREEMENT - The term of this Agreement shall commence on July 1, 2011 and shall terminate at midnight on June 30, 2012.
4. COMPENSATION - DISTRICT shall pay CONSULTANT for services satisfactorily performed and expenses incurred in accordance with the standard rates set forth on Attachment "B" attached hereto and made a part hereof. The total amount of compensation paid to CONSULTANT under this Agreement shall not exceed the sum of one hundred seventy-five thousand dollars (\$175,000).
5. PAYMENT - Payment to CONSULTANT shall be paid by DISTRICT following satisfactory performance of the services as set forth herein and within thirty (30) days after DISTRICT'S receipt of appropriate monthly invoice(s) from CONSULTANT. CONSULTANT shall keep employee and expense records according to customary accounting methods. Upon DISTRICT request, such records shall be made available for inspection to verify the invoices of CONSULTANT. All invoices shall itemize charges to conform to the portion(s) of work and rates as set forth in CONSULTANT'S proposal as approved by DISTRICT and Attachment "B", respectively.
6. SUBCONTRACTS - CONSULTANT may, at CONSULTANT'S own expense, employ special consultants to accomplish the work covered by this Agreement, however, except as specifically provided in Attachment "B" or as expressly identified in this Agreement, no portion of the services pertinent to this Agreement shall be subcontracted without prior written approval and authorization by DISTRICT.

In the event CONSULTANT subcontracts any portion of CONSULTANT'S duties under this Agreement, CONSULTANT shall require its subcontractors to comply with the terms of this Agreement in the same manner as required of CONSULTANT. The fact that CONSULTANT employs special consultants not in his regular employ shall not relieve CONSULTANT of any responsibility regarding the adequacy of the special consultant's designs or other work performed pursuant to this Agreement.

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

RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501  
Fax: 951.788.9965  
Phone: 951.955.1250  
Attn: Warren D. Williams

CARMEN GROUP, INC.  
1899 Pennsylvania Avenue, NW  
Fourth Floor  
Washington, DC 20006  
Fax: 202.478.1734  
Phone: 202.785.0500  
Attn: Mia O'Connell

8. INDEMNIFICATION - CONSULTANT shall indemnify and hold harmless DISTRICT (including its officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any liability, claim, damage, proceeding or action, present or future, based upon, arising out of or in any way relating to CONSULTANT'S (including its officers, employees, subcontractors and agents) actual or alleged negligent, reckless or willful misconduct acts or omissions related to this Agreement, performance under this Agreement, or failure to comply with the requirements of this Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; or (c) any other element of any kind or nature whatsoever.

CONSULTANT shall defend, at its sole expense, including all costs and fees (including but not limited to attorney fees, cost of investigation, defense and settlements or awards), DISTRICT (including its officers, Board of Supervisors, elected and appointed officials,

1 employees, agents and representatives) in any claim, proceeding or action for which  
2 indemnification is required.

3 With respect to any of CONSULTANT'S indemnification requirements,  
4 CONSULTANT shall, at its sole cost, have the right to use counsel of their own choice  
5 and shall have the right to adjust, settle, or compromise any such claim, proceeding or  
6 action without the prior consent of DISTRICT; provided, however, that such adjustment,  
7 settlement or compromise in no manner whatsoever limits or circumscribes  
8 CONSULTANT'S indemnification obligations to DISTRICT.

9 CONSULTANT'S indemnification obligations shall be satisfied when CONSULTANT  
10 has provided to DISTRICT the appropriate form of dismissal (or similar document)  
11 relieving DISTRICT from any liability for the claim, proceeding or action involved.

12 The specified insurance limits required in this Agreement shall in no way limit or  
13 circumscribe CONSULTANT'S obligations to indemnify and hold harmless DISTRICT  
14 from third party claims.

15 In the event there is conflict between this section and California Civil Code Section  
16 2782, this section shall be interpreted to comply with California Civil Code 2782. Such  
17 interpretation shall not relieve the CONSULTANT from indemnifying DISTRICT or the  
18 County of Riverside to the fullest extent allowed by law. The obligations reflected in  
19 this Section shall survive the discharge or other termination of this Agreement.

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22 9. CONFIDENTIALITY OF DATA - All financial, statistical, personal, technical or other  
23 data and information made available to CONSULTANT shall not be disclosed (in whole  
24 or in part) by CONSULTANT to any third parties and shall be protected by  
25 CONSULTANT from unauthorized use and disclosure. The only exception to this shall  
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1 be if disclosure is approved in advance in writing by DISTRICT or if the disclosure is  
2 made to CONSULTANT'S subcontractors as anticipated by this Agreement.

3 CONSULTANT shall not issue any news release or public relations item regarding such  
4 confidential information or CONSULTANT'S work under this Agreement, without prior  
5 review of the contents and written approval by DISTRICT.

6 These same requirements shall be applicable to any of CONSULTANT'S subcontractors.

7 CONSULTANT shall include the requirements stated in this section in the Agreement  
8 with any of its subcontractors.

9 10. TERMINATION - At any time during the term of this Agreement, DISTRICT may:

- 10 a. Terminate this Agreement without cause upon providing CONSULTANT thirty  
11 (30) days written notice stating the extent and effective date of termination; or  
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13 b. Upon five (5) days written notice, terminate this Agreement for CONSULTANT  
14 default, if CONSULTANT refuses or fails to comply with the provisions of this  
15 Agreement or fails to make progress so as to endanger performance and does not  
16 cure such failure within a reasonable period of time. In the event of such  
17 termination, the DISTRICT may proceed with the work in any manner deemed  
18 proper to DISTRICT.

19 In the event DISTRICT issues a Notice of Termination, CONSULTANT shall (i) stop all  
20 work under this Agreement on the date specified in the Notice of Termination; and (ii)  
21 transfer to DISTRICT and deliver in the manner, and to the extent, if any, as directed by  
22 DISTRICT, any equipment, data or reports which, if the Agreement had been completed,  
23 would have been required to be furnished to DISTRICT.

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25 In the event DISTRICT terminates this Agreement, DISTRICT shall make payment for  
26 all services performed in accordance with this Agreement to the date of termination, a  
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1 total amount which bears the same ratio to the total maximum fee otherwise payable  
2 under this Agreement as the services actually bear to the total services necessary for  
3 performance of this Agreement. Notwithstanding any of the other provisions of this  
4 Agreement, CONSULTANT rights under this Agreement shall terminate (except for fees  
5 accrued prior to the date of termination) upon dishonesty, or a willful or material breach  
6 of this Agreement by CONSULTANT; or in the event of CONSULTANT'S  
7 unwillingness or inability for any reason whatsoever to perform the duties hereunder; or  
8 if the Agreement is terminated pursuant to Section 16, (hereinafter titled NON-  
9 DISCRIMINATION). In such event, CONSULTANT shall not be entitled to any  
10 further compensation under this Agreement. The rights and remedies of DISTRICT  
11 provided in this section shall not be exclusive and are in addition to any other rights and  
12 remedies provided by law or under this Agreement.

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- 14 11. ASSIGNMENT - Neither this Agreement nor any part thereof shall be assigned by  
15 CONSULTANT without the prior written consent of DISTRICT.
- 16 12. CONFLICT OF INTEREST - CONSULTANT covenants that it presently has no  
17 interest, including but not limited to, other projects or independent contracts, and shall  
18 not acquire any such interest, direct or indirect, which would conflict in any manner or  
19 degree with the performance of services required to be performed under this Agreement.  
20 CONSULTANT further covenants that in the performance of this Agreement, no person  
21 having any such interest shall be employed or retained by it under this Agreement.
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- 23 13. INDEPENDENT CONTRACTOR – CONSULTANT and the agents and employees of  
24 CONSULTANT shall act at all times in an independent capacity during the term of this  
25 Agreement and in the performance of the services to be rendered hereunder and shall not  
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act as or shall not be and shall not in any manner be considered employees or agents of DISTRICT.

14. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall be declared severable and shall be given full force and effect to the extent possible.

Any legal action, in law or equity related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for 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. Prior to the filing of any legal action, the parties shall be obligated to attend a mediation session with a neutral mediator to try to resolve the dispute.

15. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of this Agreement shall not be constructed to be a waiver of any subsequent or other breach of the same or any other term thereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping DISTRICT from enforcement hereof.

16. NON-DISCRIMINATION - In the performance of the terms of this Agreement, CONSULTANT 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.

17. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that such funds are not forthcoming for any reason, DISTRICT shall immediately notify CONSULTANT in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of DISTRICT'S notification by CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to payment for work already performed in accordance with this Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(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

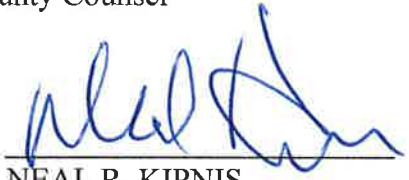
By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

ATTEST:

PAMELA J. WALLS  
County Counsel

KECIA HARPER-IHEM  
Clerk of the Board

By   
NEAL R. KIPNIS  
Deputy County Counsel

By \_\_\_\_\_  
Deputy

(SEAL)

Consulting Services Agreement  
Washington Representation  
FY 2011-2012  
7/13/11

1 **CARMEN GROUP, INC.**

2 By Mia O'Connell  
3 MIA O'CONNELL,  
4 Executive Managing Director  
5 Water & Environmental Resources Practice

6 By [Signature]  
7 DAVID CARMEN, President and  
8 Chief Executive Officer

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Consulting Services Agreement  
Washington Representation  
FY 2011-2012  
7/13/11

## ATTACHMENT 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, including water conservation projects, affecting the Riverside County Flood Control and Water Conservation District (RCFC&WCD).
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 RCFC&WCD in preparing testimony and legislation to be presented to the various committees.
5. Work closely with the RCFC&WCD's congressional delegation to gain support for legislation benefiting the RCFC&WCD.
6. Assist the RCFC&WCD in processing permits and approvals through various Federal regulatory agencies.
7. As directed by the RCFC&WCD, contact and establish liaison with individuals or officers as may be necessary to further the RCFC&WCD's efforts on such matters as may arise during the term of this Agreement.

## ATTACHMENT B

### Billing Rates

Name	Title	Hourly Rate
Cassie Alsfeld	Associate	150
Ankur Brahmhatt	Executive Assistant	105
David M. Carmen	President & CEO	1,250
Gerald P. Carmen	Of Counsel	800
Jazzmone Coby	Executive Assistant	125
Alison Cricks	Exec. Assistant to Pres. & CEO	145
Geoff Grifis	Of Counsel	500
Dal Harper	Managing Associate	340
Stewart Harris	Senior Associate	330
John Hassell	Managing Associate	445
Gary Holtsma	Managing Associate	460
Louis Jenny	Senior Associate	275
Victor Kamber	Of Counsel	900
David Keene	Of Counsel	750
Douglas Kerr	Senior Consultant	300
John Ladd	Executive Managing Director	750
John Lagomarcino	Senior Consultant	345
Richard Masterson	Managing Director	545
Caroline McGulre	Executive Assistant	100
Marc Miller	General Counsel	450
Emeka Moneme	Executive Managing Director	600
Daniel Morales	Senior Associate	290
Erica Moseley	Executive Assistant	115
Constance Newman	Special Counsel for African Affairs	500
Mia O'Connell	Executive Managing Director	750
Terry O'Connell	Of Counsel	1,000
Daniel Olson	Staff Assistant	100
Edward O'Neil	Staff Assistant	100
Peter Oppenheim	Managing Associate	300
William Outhler	Of Counsel	395
William Signer	Executive Managing Director	750
Judy Swanson	Executive Assistant	130
David Thompson	Managing Associate	300
Kerry Wilson-Bankert	Designer	175

Effective 03/24/11

**CONSULTING SERVICES AGREEMENT  
WASHINGTON REPRESENTATION  
FY 2011-12**