

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

416 B



SUBMITTAL DATE:
January 10, 2012

FROM: General Manager-Chief Engineer

SUBJECT: Consulting Services Agreement
Washington Representation

RECOMMENDED MOTION:

1. Approve the Consulting Services Agreement (Agreement) between the District and Carmen Group, Inc. (Consultant); and
2. Authorize the Chairman to execute the Agreement documents on behalf of the District.

BACKGROUND:

Continued on page 2

Warren D. Williams

WARREN D. WILLIAMS
General Manager-Chief Engineer

FINANCIAL DATA	Current F.Y. District Cost:	\$87,500	In Current Year Budget:	Yes
	Current F.Y. County Cost:	N/A	Budget Adjustment:	No
	Annual Net District Cost:	\$175,000	For Fiscal Year:	11-12, 12-13

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. Shetler*
Michael R. Shetler

County Executive Office Signature

- Policy
- Policy
- Consent
- Consent

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

Prev. Agn. Ref.: District: All Agenda Number: **11.4**

FISCAL PROCEDURE APPROVED
 DAN M. CHANG, FINANCE DIRECTOR
 12/22/11
 BY: *Warren D. Williams*
 WARREN D. WILLIAMS
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS
 DATE

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

SUBJECT: Consulting Services Agreement
Washington Representation

SUBMITTAL DATE: January 10, 2012

Page 2

BACKGROUND:

Per the Board's direction from July 2011, the District released a Request for Qualifications for 2012 Washington Representation Services on November 10, 2011 for the Calendar Year 2012. It is the District's intent to secure a firm to be the District's Washington Representative and assist in securing Federal assistance for flood control and other water related resource development projects.

Three firms submitted Statements of Qualifications packages. A selection committee comprised of District office staff was established to review each firm's qualifications relative to the following;

- Relevant Experience
- Firm Qualifications
- Record of Past Performance
- Competence

As a result of this Request for Qualifications, the Consultant was selected as the most qualified firm.

The Agreement sets forth the terms and conditions by which Consultant will 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.

County Counsel has approved the Agreement as to legal form and Consultant has executed the Agreement.

FINANCIAL:

Sufficient funds are included in District's Budget for FY 2011-2012 and will be included in the proposed budget for FY 2012-2013.

CLC:bjj
P8/142876

CONSULTING SERVICES AGREEMENT
WASHINGTON REPRESENTATION
2012 CALENDAR YEAR

1
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:
5

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:
17

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

23 B. DISTRICT and CONSULTANT shall discuss CONSULTANT'S proposal and
24 mutually agree on CONSULTANT'S proposed scope of services, associated fees
25 and schedule. Following DISTRICT'S approval of CONSULTANT'S proposed
26
27
28

scope of services, associated fees and schedule, DISTRICT will issue a written
Notice to Proceed for the agreed upon services to CONSULTANT.

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 January 1,
2012 and shall terminate at midnight on December 31, 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.

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

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

10 RIVERSIDE COUNTY FLOOD CONTROL
11 AND WATER CONSERVATION DISTRICT
12 1995 Market Street
13 Riverside, CA 92501
14 Fax: 951.788.9965
15 Phone: 951.955.1250
16 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

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

26 CONSULTANT shall defend, at its sole expense, including all costs and fees (including
27 but not limited to attorney fees, cost of investigation, defense and settlements or awards),
28 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 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.

- 20
21
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
26
27
28

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
12 b. Upon five (5) days written notice, terminate this Agreement for CONSULTANT
13 default, if CONSULTANT refuses or fails to comply with the provisions of this
14 Agreement or fails to make progress so as to endanger performance and does not
15 cure such failure within a reasonable period of time. In the event of such
16 termination, the DISTRICT may proceed with the work in any manner deemed
17 proper to DISTRICT.
18

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

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
27

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.

13
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.

22
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
26

act as or shall not be and shall not in any manner be considered employees or agents of
DISTRICT.

1
2 14. JURISDICTION/LAW/SEVERABILITY – This Agreement is to be construed in
3 accordance with the laws of the State of California. If any provision of this Agreement
4 is held by a court of competent jurisdiction to be invalid, void or unenforceable, the
5 remaining provisions shall be declared severable and shall be given full force and effect
6 to the extent possible.
7

8 Any legal action, in law or equity related to the performance or interpretation of this
9 Agreement shall be filed only in the Superior Court for the State of California located in
10 Riverside, California and the parties waive any provision of law providing for a change
11 of venue to another location. Prior to the filing of any legal action, the parties shall be
12 obligated to attend a mediation session with a neutral mediator to try to resolve the
13 dispute.
14

15 15. WAIVER – Any waiver by DISTRICT of any breach of any one or more of the terms of
16 this Agreement shall not be construed to be a waiver of any subsequent or other breach
17 of the same or any other term thereof. Failure on the part of DISTRICT to require exact,
18 full and complete compliance with any terms of this Agreement shall not be construed as
19 in any manner changing the terms hereof, or estopping DISTRICT from enforcement
20 hereof.
21

22 16. NON-DISCRIMINATION - In the performance of the terms of this Agreement,
23 CONSULTANT shall not engage in nor permit others he may employ to engage in
24 discrimination in the employment of persons because of the race, color, national origin
25 or ancestry, religion, physical handicap, disability as defined by the Americans with
26
27
28

Disabilities Act (ADA), medical condition, marital status or sex of such persons, in accordance with the provision of California Labor Code Section 1735.

1
2 17. NON-APPROPRIATION OF FUNDS – It is mutually agreed and understood that the
3 obligations of DISTRICT are limited by and contingent upon the availability of
4 DISTRICT funds for the reimbursement of CONSULTANT'S fees. In the event that
5 such funds are not forthcoming for any reason, DISTRICT shall immediately notify
6 CONSULTANT in writing. This Agreement shall be deemed terminated and have no
7 further force and effect immediately on receipt of DISTRICT'S notification by
8 CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to
9 payment for work already performed in accordance with this Agreement.
10

11 //

12 //


13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

(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

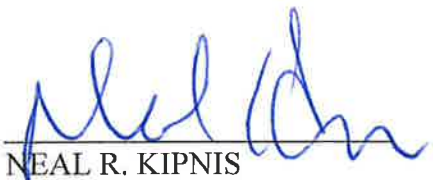
By _____
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

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
CLC:blj
12/21/11

CARMEN GROUP, INC.

By 

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

By 

DAVID CARMEN, President and
Chief Executive Officer

Consulting Services Agreement
Washington Representation
2012

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, 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
Jazzmone Coby	Executive Assistant	125
Stewart Harris	Senior Associate	330
Mia O'Connell	Executive Managing Director	750